City Commission Regular Meeting Agenda

Thursday, February 26, 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 Special Meeting Minutes of February 05, 2026, and the Regular Meeting Minutes of February 12, 2026.

   b. Approve the annual aerial authorization for mosquito control as required by the FAA.

7. **General Business**

   a. Discussion of performance matters raised by Commissioner Belhumeur at the February 12, 2026, meeting.

   b. Resolution 2026-06. A Resolution by the City Commission of the City of Flagler Beach accepting Quote No. 313721 from Tigris Aquatic Services LLC for aquatic restoration work at the stormwater pond located on South Flagler Avenue between South 12th Street and South 13th Street, in an amount not to exceed $34,235.00; providing for conflict and an effective date.

   c. Resolution 2026-10. A Resolution by the City Commission of the City of Flagler Beach, Florida to approve the Station 11 Training Room Renovation and to award the renovation work to Lads Coastal Construction, LLC, in an amount not to exceed $42,967.21; providing for conflict and an effective date.

   d. Resolution 2026-14. A Resolution by the City Commission of the City of Flagler Beach, Florida, accepting Atlantic Ecological Services, LLC as the ecological consultant for shorebird and seabird nesting monitoring services for the Flagler Beach Pier Restoration Project, establishing a not-to-exceed amount, and providing for an effective date.

   e. Resolution 2026-19. A Resolution by the City Commission of the City of Flagler Beach Approving an Application to the Volusia-Flagler Transportation Planning Organization for a Bicycle Pedestrian Feasibility Study to Extend the 2013 Gateway Promenade Improvements; providing for conflict and an effective date.

   f. Resolution 2026- 21. A Resolution of the City of Flagler Beach acknowledging the Resolution of Conflicts raised by the Board of County Commissioners for Flagler County pursuant to Chapter 164, Florida Statutes, relating to the City of Flagler Beach Comprehensive Plan amendment, Rezoning, and approval of Master

Development Plan for the Project known as Summertown.

8. Public Hearings

a. Ordinance 2025-30. An Ordinance of the City of Flagler Beach, Florida, amending the Lease Agreement between the City of Flagler Beach and Grandview Flagler Partners, LLC (c/o Mr. Raymond Barshay); providing for conflict and an effective date (Second [Final] Reading).

b. Pre-Annexation Agreement - Veranda Bay.

c. 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 (Second [Final] Reading).

d. 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 (Second [Final] Reading).

e. 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 severability; providing for conflicts; and providing for an effective date. (Second [Final] Reading).

f. Ordinance 2026-02. An Ordinance of the City of Flagler Beach, Florida, Amending the Land Development Regulations, Section 2.06012 "Rental Units" of Appendix "A," "Land Development Regulations;" Amending the Process and Schedule for Fire Inspections of Resort Dwellings and Resort Condominiums; Providing for Conflict; Providing for Codification; Providing for Severability; and Providing for an Effective Date. (Final Reading)

9. Staff Reports

a. City Attorney

b. City Manager

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 Special Meeting Minutes

Thursday, February 5, 2026, at 5:30 PM

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

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

1. **Call the meeting to order:** Chairman Sherman called the meeting to order at 5:30 p.m.

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

3. **General Business**

   a. Discussion and direction for the tolling request from Flagler County regarding Dispute Resolution related to the Comprehensive Plan Amendment. Attorney Smith reviewed advising tonight's discussion related to the tolling request. The only matters Staff are seeking directions on tonight is a decision on extending the jurisdictional time. The other ancillary item we are seeking directions on is a meeting next Friday between the Flagler Beach City Attorney and Manager and the County Attorney to reach resolution to their issues. Attorney Smith inquired to the Officials if the city has committed to providing reclaimed water. The Commission agreed. Attorney Smith inquired does the Commission want to agree to the tolling period. The Commission agreed they wanted tolling vs the dispute resolution. Attorney Smith indicated there would be a minor amendment to the first page of the agreement; the reference to a January date.

   Motion by Commissioner Spradley to approve the agreement. Commissioner Belhumeur 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.

4. **Adjournment:** Commissioner Cooley put forth a motion to adjourn the meeting at 5:49 p.m.

_____

James Sherman, Chairman

Attest:

_____

Penny Overstreet, City Clerk

Staff Report

City Commission Regular Meeting

February 26, 2026

To:	City Commission
From:	Penny Overstreet
Meeting Date:	February 26, 2026
Item Name:	Approve the annual aerial authorization for mosquito control as required by the FAA.

Background:

Annually, the East Flagler Mosquito Control District is required to obtain authorization for low-level aerial application for control of mosquitoes. This request is required for compliance with Federal Aviation Administration Regulation 137.51, authorization to fly over congested areas. The East Flagler Mosquito Control District may apply control products by helicopter over or adjacent to congested areas of Flagler County and its municipalities. The purpose of these flights is for surveillance of mosquito breeding sites and the suppression of mosquito populations. Should the need arise, we may also contract with Clarke and Dynamic Aviation, Inc. and Ag Air Services for the same purposes. Flights will normally be performed at an altitude of 500 feet or below.

Control of mosquitoes by helicopter is a common practice in populated areas of Florida. The District has conducted aerial mosquito control operations since 1990. All flights will be in the public interest and maximize public safety and mosquito control effectiveness. All control products are approved for control purposes by the Florida Department of Agriculture and U.S. Environmental Protection Agency.

For additional information, visit the District website at flaglermosquito.gov, following them on Facebook, or by calling 386-437-0002. The website will map areas to be sprayed by truck or by air and notifications are posted on their Facebook page.

Fiscal Impact:

N/A

Staff Recommendation:

Approve the annual request and authorize Mayor to sign same.

Attachments:

1. EFMCD Aerial Spraying Letter 2026
2. Authorization 1 of 2 for East Flagler MCD
3. Authorization 2 of 2 for subcontractor- ON LETTERHEAD

Board of Commissioners

Mike Martin	Chairman
Lance Alred	Secretary
Perry Mitrano	Treasurer

February 18, 2026

Re: Aerial Mosquito Control Operations

To: Flagler County Local Governments:

Each year we request, in compliance with Federal Aviation Administration Regulation 137.51, authorization to fly over congested areas. As you are aware, the citizens you represent pay for mosquito control services via property taxes to the District and part of those services are operations done by helicopter since 1990. To provide services in a timely fashion, we request signed authorization to extend for one year.

This authorization provided by each local government allows the District to carry out low-level flights, 500 feet and below, over congested areas within their boundaries. The helicopter is the main treatment vehicle of the District and most flights are done to prevent the emergence of saltmarsh mosquitoes, survey breeding areas, and apply adulticides at night when necessary.

The enclosed public notice will be published monthly beginning in March and ending in October and serves to provide ongoing public awareness about aerial operations and further provides contact information.

Please execute both accompanying authorizations (Mayor, Manager, etc.) for both the District and, additionally, on letterhead use the sample letter for the back-up contractor and return to our office no later than April 1, 2026.

Thank you for your prompt attention to this matter.

Sincerely,

Mark Positano

Mark Positano, Director

East Flagler Mosquito Control District

210 FIN WAY
Palm Coast, Florida 32164

Phone: 386-437-0002
Fax: 386-437-0200

flaglermosquito.gov

Congested Areas Authorization

This authorization recognizes that the East Flagler Mosquito Control District, in the exercise of its public health and safety responsibilities, may fly at low levels (500 feet) over congested areas in connection with its operations. This authorization extends from April 15, 2026 through April 15, 2027.

Signature: _____ Date: February 26, 2026

Print/type name: Patti King

Title: Mayor

Name of local government: City of Flagler Beach

Return to:

East Flagler Mosquito Control District
210 Fin Way
Palm Coast, FL 32164

Please return no later than April 1, 2026.

City of Flagler Beach

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

February 26, 2026

To: Clarke and Dynamic Aviation, Inc. and Ag Air Services:

I, Pati King, serving as the Mayor for the City of Flagler Beach, in the state of Florida, hereby authorize Clarke Environmental Mosquito Management, or their subcontractors, Dynamic Aviation, Inc. and Ag Air Services LLC, to apply insecticides approved and labeled for mosquito control use over congested areas of Flagler County by low-flying aircraft, from February 26, 2026 through December 31, 2026.

Sincerely,

Patti King, Mayor

Staff Report

City Commission Regular Meeting

February 26, 2026

To:	City Commission
From:	
Meeting Date:	February 26, 2026
Item Name:	Discussion of performance matters raised by Commissioner Belhumeur at the February 12, 2026, meeting.

Background:

Commissioner Sherman requested this agenda item to address and seek resolution to the matters raised under Commission Comments by Commissioner Belhumeur at the February 12th meeting. The documents distributed by Commissioner Belhumeur at that February 12th meeting are attached.

Fiscal Impact:

Staff Recommendation:

Attachments:

1. Documents as presented by Commission Belhumeur at 02.12.2026 Mtg
2. Belhumeur Cover Sheet
3. Belhumeur Item 1
4. Belhumeur Item 2-1
5. Belhumeur Item 2-2
6. Belhumeur Item 3
7. Belhumeur Item 4
8. Belhumeur Item 5
9. Belhumeur Item 6
10. Belhumeur Item 7
11. Belhumeur Item 8
12. Belhumeur Item 9
13. Shermans Questions to City Manager

As presented by Rick Belhumeur 2.12.2026

...

The included documentation obtained through public communications and records requests establishes a sustained pattern of intentional policy violations by the City's most senior administrative official. These violations, individually and collectively, demonstrate willful departures from established Commission-enacted policy in the areas of hiring (Files 1 and 2), compensation and benefits administration (Files 3 and 4), employee labor protections (File 5), public procurement integrity (File 6), and post-conduct misrepresentation (File 7). The evidence includes direct documentation reflecting knowledge of governing policy, deliberate disregard of procedural requirements, and, in certain instances, express acknowledgment of deviation from established rules.

Within this municipality, Commission-adopted policy carries the force and effect of governing law. The conduct outlined in Files 1–7 therefore reflects not isolated administrative errors, but a documented pattern of ultra vires administrative action, unequal treatment in employment practices, deprivation of established employee entitlements, circumvention of competitive procurement safeguards, and materially false representations concerning official acts. Taken together, the record reflects systemic noncompliance with governing authority and raises substantial concerns regarding fiduciary duty, institutional integrity, and exposure to civil and statutory liability.

The violations outlined above constitute only a representative subset of documented instances of comparable conduct, including matters previously brought to the Commission's attention, and this summary is intentionally limited in scope for purposes of clarity and brevity.

...

From a without-cause standpoint, the most significant legal leverage categories are:

1. Official Misconduct (Florida Statute §838.022)
2. Abuse of Public Position (§112.313)
3. Procurement Fraud / Scheme to Defraud (§817.034)
4. Civil Rights Exposure (state and federal)

Those categories elevate the matter from policy violations to potential felony exposure.

...

Publicly documented employment history reflects a pattern of early termination or removal by multiple governing bodies across prior municipalities. In each instance—Dowagiac, Michigan (2007); Davison, Michigan (2010); Winsted, Connecticut (2014); and Fernandina Beach, Florida (2023)—the separation followed formal action by elected officials citing concerns including management fit, loss of confidence, transparency issues, misleading information, procedural concerns, or governance friction. While each jurisdiction acted independently and under its own circumstances, the recurrence of early executive separation by governing authorities is a matter of public record and relevant to evaluating patterns of administrative leadership and institutional alignment.

...

Improper Hiring and Nepotism – Project Manager Position

The hiring process for the Project Manager position constitutes a clear **procedural impropriety** and an **abuse of discretion** by City officials. By failing to honor the mandatory five-day internal posting, allowing an external applicant to be considered in bad faith during the restricted period, and prematurely removing the job from public visibility, the City created conditions that strongly suggest **collusion, nepotism, favoritism, and a conflict of interest**. Although the interview and selection occurred during the internal-only window, the City withheld issuing the employment letter until July 1st, after the internal period had formally closed a move that appears to be a calculated act of **misrepresentation** designed to conceal violations rather than to remedy them.

Furthermore, the truncated and nontransparent external posting denied **equal opportunity** to other potential external applicants and obstructed the fair and competitive process required to secure the **best qualified candidate**. By effectively restricting access to one favored individual with preexisting ties to the City Engineer, the City's conduct raises serious questions of **constructive fraud, nepotism, disparate treatment, and denial of due process**. These actions were not only inconsistent with the City's own written policy but also **arbitrary and capricious**, depriving both internal and external candidates of fair consideration. This constitutes a profound breakdown of **transparency, accountability, and merit-based hiring**, warranting **independent investigation and remedial action** to restore public trust.

Documented Timeline of Events

June 23, 2025 – The Project Manager position was internally posted with a closing date of **June 30, 2025.**

June 23–26, 2025 – The position was simultaneously posted externally on the City website; according to screenshots provided by the City Clerk, it appeared only during these dates before being immediately removed, and there is no proof it was ever actually visible to the public.

June 24, 2025 – A private individual (not a City employee) submitted an external application with full résumé.

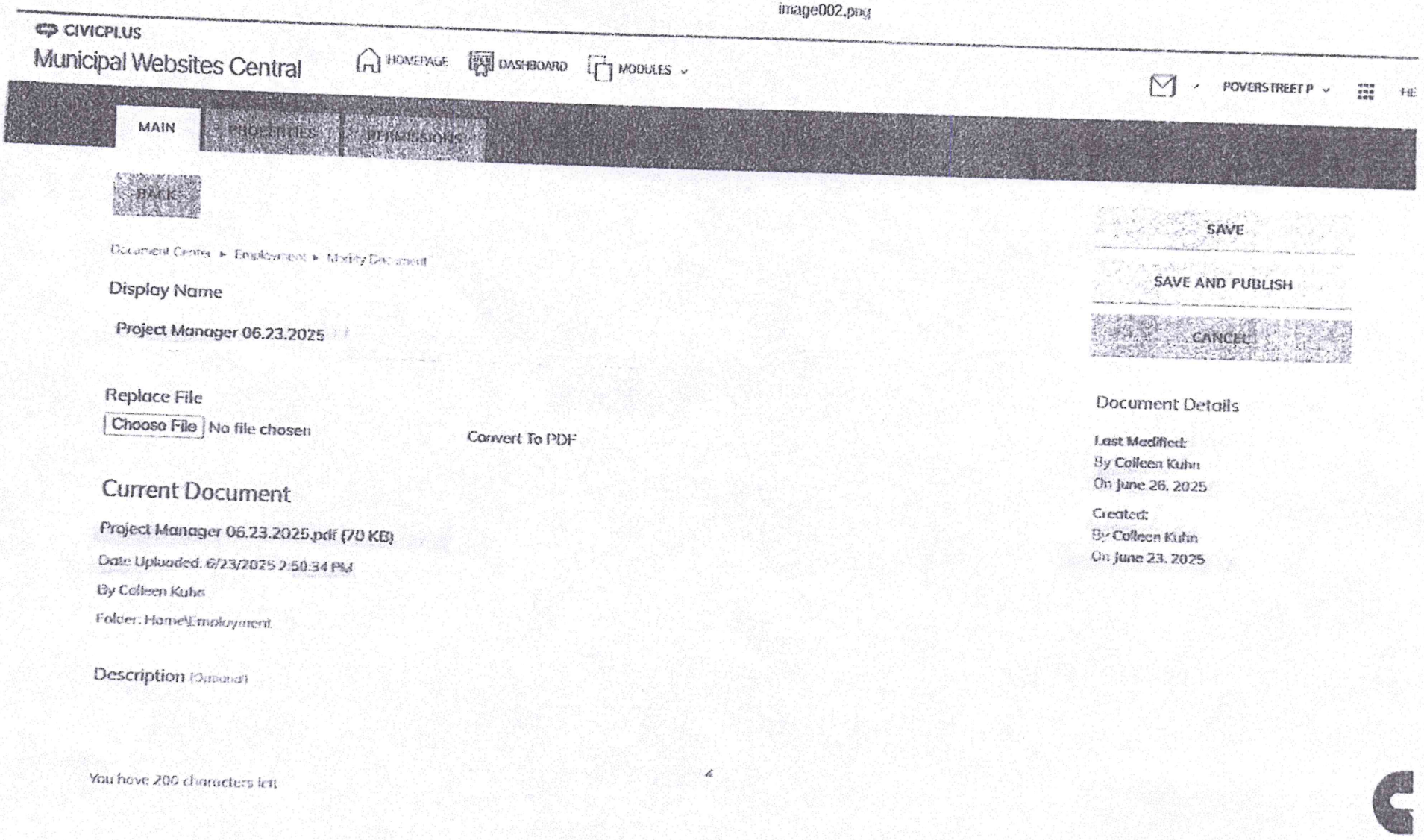
June 25, 2025 – HR acknowledged receipt of the external application and began planning for interviews.

June 25, 2025 – City Engineer Bill Freeman emailed that he knew the applicant from prior work, stated the individual could "easily fill that role," and asked HR, "How soon can we interview?"

June 26, 2025 – An interview was scheduled at 1 p.m. at the Wickline Center with Bill Freeman and HR. At 4:51pm the job posting was removed from website per screenshot, again no proof it was ever posted.

July 1, 2025 – HR issued a welcome letter confirming the external applicant had been selected for the position. This letter was signed by the City Manager.

Job Title	Internal posting	External posting	Closing Date	Advertised
Administrative Assistant to City Engineer		12/30/2024 to 1/27/2025	Position open until filled	City of Flagler Beach website, Bulletin Board, Facebook
Administrative Assistant to City Engineer	5/16/2025 to 5/23/2025	5/16/2025 to 6/9/2025	Position open until filled	City of Flagler Beach website, Bulletin Board, Facebook
Building Inspector	N/A	4/24/2025 to still posted	Position open until filled	City of Flagler Beach website, Bulletin Board, Facebook
Building Maintenance/Groundskeeper	N/A	to 1/28/2025	Position open until filled	City of Flagler Beach website, Bulletin Board, Facebook
Building Maintenance/Groundskeeper	N/A	2/14/2025 to 3/20/2025	Position open until filled	City of Flagler Beach website, Bulletin Board, Facebook
City Management Intern	N/A	3/12/2025to 4/01/2025	Position open until filled	City of Flagler Beach website, Bulletin Board, Facebook
CRA Director	10/18/2024 to 10/25/2024	10/18/2024 to 2/3/2025	Position open until filled	City of Flagler Beach website, Bulletin Board, Facebook
Deputy City Clerk	4/30/2025 to 5/07/2025	N/A	Position open until filled	N/A
Facilities Maintenance Director	N/A	1/28/2025 to 2/24/2025	Position open until filled	City of Flagler Beach website, Bulletin Board, Facebook
IT Coordinator	N/A	10/21/2025 to 2/14/2025	Position open until filled	City of Flagler Beach website, Bulletin Board, Facebook
Library Assistant	5/27/2025 to 6/03/2025	6/9/2025 to 6/25/2025	Position open until filled	City of Flagler Beach website, Bulletin Board, Facebook
P/T Utility Billing Clerk	N/A	4/23/2025 to 5/14/2025	Position open until filled	City of Flagler Beach website, Bulletin Board, Facebook
Permit Technician	08/28/2024 to 9/4/2024	9/5/2024 to 10/14/2024	Position open until filled	City of Flagler Beach website, Bulletin Board
		2/25/2025 to 2/28/2025	Position open until filled	City of Flagler Beach website, Bulletin Board
Project Manager	6/23/2025 to 6/30/2025	6/23/2025 to 6/26-2025	Position open until filled	City of Flagler Beach website, Bulletin Board, Facebook
Sanitation Director	N/A	to 2/3/2025	Position open until filled	City of Flagler Beach website, Bulletin Board, Facebook
Solid Waste Equipment Operator	N/A	12/27/2024 to 2/11/2025	Position open until filled	City of Flagler Beach website, Bulletin Board, Facebook
Solid Waste Equipment Operator/Mechanic	N/A	4/24/2025 to still posted	Position open until filled	City of Flagler Beach website, Bulletin Board, Facebook
Streets and Stormwater Technician	N/A	2/25/2025 to still posted	Position open until filled	City of Flagler Beach website, Bulletin Board, Facebook
Utility Billing Clerk	7/18/2025 to 7/25/2025			
Wastewater Utility Mechanic	9/3/24 to 9/11/2024	04/04/2025 to still posted	Position open until filled	City of Flagler Beach website, Bulletin Board, Facebook
Wastewater Utility Mechanic Crew Leader	N/A	2/17/2025 to 3/5/2025	Position open until filled	City of Flagler Beach website, Bulletin Board, Facebook
Water Plant Operator	1/19/24 to 1/26/2024	1/2024 to 10/30/2024	Position open until filled	City of Flagler Beach website, Bulletin Board, Facebook
		1/8/2025 to 3/31/2025	Position open until filled	City of Flagler Beach website, Bulletin Board, Facebook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Document - Project Manager 06.23.2025 Link	6/26/2025 4:51:23 PM	Kuhn, Colleen	FID 28 DID 6423	Unpublish
Document - Project Manager 06.23.2025 Link	6/26/2025 4:51:23 PM	Kuhn, Colleen	FID 28 DID 6423	Archive
Document - Streets and Stormwater Technician Link	6/26/2025 4:51:44 PM	Kuhn, Colleen	FID 28 DID 6008	Unpublish
Document - Streets and Stormwater Technician Link	6/26/2025 4:51:44 PM	Kuhn, Colleen	FID 28 DID 6008	Archive
Document - Weekly Report 6.27.2025 Link	6/30/2025 6:45:28 AM	Kuhn, Colleen	FID 179 DID 6449	Publish
Document - Weekly Report 6.27.2025 Link				Create

Liz Mathis

From: Bill Freeman
Sent: Monday, June 23, 2025 4:15 PM
To: Liz Mathis
Subject: RE: Internal Ad for Project Manager

Liz,
Thanks for getting this advertised. I'm looking forward to getting the position filled ASAP.

Bill Freeman P.E.
City Engineer
800 S. Daytona
City of Flagler Beach
800 S. Daytona
Office: 386-517-2000 Ext 230
Cell: 386-276-1007
Bfreeman@cityofflaglerbeach.com

From: Liz Mathis <LMathis@CityofFlaglerBeach.com>
Sent: Monday, June 23, 2025 2:43 PM
To: Bill Freeman <BFreeman@cityofflaglerbeach.com>; Bryan Moisao <BMoisao@cityofflaglerbeach.com>; Casey Ryan <kcryan@cityofflaglerbeach.com>; Daniel Impson - CH <DImpson@cityofflaglerbeach.com>; Hollie Harlan <HHarlan@cityofflaglerbeach.com>; Jenifer Crews <JCrews@cityofflaglerbeach.com>; Jim Ramer <JRamer@CityofFlaglerBeach.com>; Johnny Lynn <JLynn@CityofFlaglerBeach.com>; Katherine Monroy <KMonroy@cityofflaglerbeach.com>; Liz Mathis <LMathis@CityofFlaglerBeach.com>; Luis Rodrigues <LRodrigues@cityofflaglerbeach.com>; Lupita McClenning <LMcClenning@cityofflaglerbeach.com>; Matthew Doughney <MDoughney@fbpd.org>; Melissa Parish <mparish@cityofflaglerbeach.com>; Penny Overstreet <POverstreet@CityofFlaglerBeach.com>; Rick McFadden <RMcFadden@CityofFlaglerBeach.com>; Scott Coster <SCoster@cityofflaglerbeach.com>; Stephen Cox <SCox@fbfire.org>; Tom Gillin <TGillin@CityofFlaglerBeach.com>
Subject: Internal Ad for Project Manager

Good Afternoon-
We have a new full-time position open: Project Manager.
Department Heads please share or post this internal notice within your departments to ensure all eligible employees are informed of the opportunity.
If you have any questions or need additional information, feel free to reach out.
Thank you,

Liz Mathis
Human Resources Manager
PO Box 70

Liz Mathis

From: Bill Freeman
Sent: Wednesday, June 25, 2025 9:09 AM
To: Liz Mathis
Subject: RE: Project Manager Applicant

Liz,
Todd worked for me at the National Guard as a project manager. He can easily fill the role. How soon can we interview?

Bill Freeman P.E.
City Engineer
800 S. Daytona
City of Flagler Beach
800 S. Daytona
Office: 386-517-2000 Ext 230
Cell: 386-276-1007
Bfreeman@cityofflaglerbeach.com

From: Liz Mathis <LMathis@CityofFlaglerBeach.com>
Sent: Wednesday, June 25, 2025 8:50 AM
To: Bill Freeman <BFreeman@cityofflaglerbeach.com>
Subject: Project Manager Applicant

Good morning Bill,
Please see attached the application and resume for Todd Anderson.
I will work on setting up an interview.
Thank you,

Liz Mathis
Human Resources Manager
PO Box 70
Flagler Beach, FL 32136
386-517-2000 Ext. 237
lmathis@cityofflaglerbeach.com

From:	Bill Freeman
To:	Liz Mathis
Subject:	Accepted: Interview with Todd Anderson
Start:	Thursday, June 26, 2025 1:00:00 PM
End:	Thursday, June 26, 2025 2:00:00 PM
Location:	Wickline Building

Liz Mathis

From: Liz Mathis
Sent: Tuesday, July 1, 2025 3:32 PM
To: Todd Anderson
Subject: Welcome to the Team
Attachments: T. Anderson Hire Letter.pdf

Dear Todd,
We are happy to welcome you to the team here at the City of Flagler Beach. We look forward to working with you.
Please find attached a copy of your hire letter for your records.
As discussed earlier, I will reach out to schedule a brief meeting to begin the initial paperwork and complete the necessary consents prior to your start date.
Once again, welcome to the team-
Best regards,

Liz Mathis
Human Resources Manager
PO Box 70
Flagler Beach, FL 32136
386-517-2000 Ext. 237
lmathis@cityofflaglerbeach.com

City of Flagler Beach

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

July 1, 2025

Michael Todd Anderson

Dear Mr. Anderson:

The City of Flagler Beach is pleased to extend you an offer of full-time employment in the position of Project Manager. Your annual salary will be $65,000.00 paid biweekly and your start date is July 28, 2025.

As the Project Manager, you will report to Bill Freeman. Working hours are from 8:00 AM to 5:00 PM with some limited work outside of regular hours.

Per City policy, your employment is contingent upon your agreement to submit to, and satisfactorily pass a pre-placement physical examination, and background investigation. Flagler Beach is a drug-free workplace. The physical exam is performed to ensure no pre-existing physical or mental conditions exist that would prevent you from performing the essential functions of the position. A background check will be conducted in accordance with State and Federal laws, thus assuring there are no past or present issues that would disqualify you from employment with the City. You will be on probationary status for at least six months.

On behalf of the staff of the City of Flagler Beach, I want to welcome you as the newest member of our team. We look forward to working together to make our City government the best that it can be.

Sincerely,

Dale L. Martin
City Manager

(a) No attempt is made by the city to set specific dress standards. The important factor is the overall public impression created. Employees assigned duties dealing with the public should be properly groomed and dressed in a businesslike manner.

(b) Determination of an employee's specific dress and appearance is a supervisory responsibility and will be treated as such. Personal appearance standards may be established in departmental rules.

(c) Those employees furnished uniforms and shoes will be required to wear them correctly.

(d) Off-duty employees shall not wear their uniform in a manner that does adversely reflect on the City or negatively impacts its ability to discharge its mission, causes embarrassment to the City, or causes the public and/or supervisors to question the employee's reliability, judgment, or trustworthiness.

SECTION II.12. Personal business.

Conducting personal business while on official duty is discouraged. If it is necessary for the employee to make telephone calls or meet with persons not employed by the city the discussion should be held during breaks or meal period. Exceptions will be allowed only in case of emergency.

ARTICLE III.

EMPLOYMENT POLICIES

SECTION III.1. Appointing authority.

The city manager has the authority of appointment and removal of subordinate positions. Such authority may be delegated by the City Commission to a department head.

SECTION III.2. Position control.

All positions in the city are established and maintained through a personnel budget each fiscal year. The establishment of new or additional positions shall be authorized by the city commission subject to adequate justification on need and availability of funds.

SECTION III.3. Application procedures.

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

(b) Vacant/new positions. The department head shall request the human resources officer to prepare the job advertisement for positions that have been or are about to be vacated. The advertisement shall outline the qualifications for the position and include the equal employment opportunity designation (EEO). The human resource officer will submit the advertisement to the city manager or his or her designee for approval. Once approved, the advertisement shall be distributed to all city department heads. Each department head shall post this advertisement in a predetermined area within the department. Interested employees must submit an application as outlined in application procedures. The human resource officer will allow five (5) working days for this position to be open to existing employees. Once that time period has passed, all applications received from existing employees will then be considered. Should an existing employee be selected for this vacant/new position, no other advertising will be done. When all existing employees have had the opportunity to apply and be considered for vacant/new positions, an advertisement shall be posted where meeting notices are posted and on the City's web site. The City may further advertise on employment recruiting social media sites and/or in professional publications, and/or may use the services of an employment consultant in soliciting applicants for such vacant positions.

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

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

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

SECTION III.4. Processing of applications.

(a) The city manager or his or her designee will review and consider all solicited applications for employment filed with the Human Resource Officer. The city may have any individual application or applications reviewed by department heads and subordinates as appropriate. The city may approve or disapprove applicants for employment taking into consideration the requirements of the position to be filled, the applicant and his/her qualifications and the interests of the city.

(b) The city may reject an application which indicates that the applicant does not possess one (1) or more of the requirements as specified in the announcement.

(c) Applications may also be rejected for the following reasons:

(1) The applicant has been convicted of a felony, or of a first degree misdemeanor which directly relates to the position sought.

(2) The applicant has made false statements of any fact in the application.

NOTE: Whether or not an applicant will be rejected under items (1) and (2) above will depend on the specific facts, including the nature of the offense, relevance to employment, the passage of time since the incident occurred, evidence of rehabilitation or other mitigating factors.

(d) Before final processing, an applicant must:

(1) Pass a physical examination performed and evaluated by the city's designated physician as required by these policies.

(2) Present a valid social security card.

(3) Present proof of:

a. Education, if required by the position.

b. Date of birth.

c. Citizenship or resident alien status.

d. Separation from the armed forces, if appropriate.

(5) Be subject to a background investigation.

(6) Present a valid Florida driver's license and record from the State Motor Vehicle Department as required by the position. The driving record will be verified for insurability by the city's insurance carrier. An employee must maintain a driving record which allows them to remain covered by insurance. Failure to comply shall lead to dismissal.

(e) Any exception to this procedure must be approved by the city manager.

SECTION III.5. Physical examination.

This document suggests that Human Resources departed from established handbook procedures by determining employee qualifications and not posting certain positions internally. Based on this review, it appears these decisions may have limited equal opportunity for employees and could be considered discriminatory, warranting further evaluation for compliance with policy and fair employment practices.

Gmail

Flagler Beach Voice V <voiceforflaglerbeach@gmail.com>

RE: External - Re: External - Re: External - Clarification on Hiring Policy and Job Postings

Liz Mathis <LMathis@cityofflaglerbeach.com>
To: Flagler Beach Voice V <voiceforflaglerbeach@gmail.com>, Penny Overstreet <POverstreet@cityofflaglerbeach.com>
Cc: Katherine Monroy <KMonroy@cityofflaglerbeach.com>

Fri, Sep 12, 2025 at 9:05 AM

Good morning,

I want to provide some clarification regarding our hiring process. Section III.3 of our personnel policy does state that all covered positions should be advertised internally for five days. However, in some recent cases, we opted to expedite the process by posting certain positions externally right away, due to specific circumstances. Internal candidates are always welcome to apply for open positions and are given full consideration, regardless of whether a position is posted internally, externally, or both.

We recognize the importance of transparency in our recruitment process, and are currently reviewing and updating this policy to better reflect the City's current needs.

List of positions requesting clarification:

Building Inspector: No one on staff met the minimum qualifications for the position.

City Management Intern: The internship was a temporary grant funded position through Florida City County Manager's Association NextGen Program and not a covered position as defined by Section I.2 of the City's personnel policy.

IT Coordinator: This position had been advertised internally in the past with no interest from staff and no one on staff met the minimum qualifications.

P/T Utility Billing Clerk: This was a part-time position and based on past postings we did not anticipate interest from current employees.

Solid Waste Equipment Operator: Only one staff member met the minimum qualifications and was not interested when advertised in the past.

Solid Waste Equipment Operator/Mechanic: No one on staff met the minimum qualifications for the position.

Streets and Stormwater Technician: This is an entry level position and based on its responsibilities and compensation, interest was not anticipated from current employees, as it would represent a step down in both classification and pay grade.

Wastewater Utility Mechanic Crew Lead: This was an oversight, we believed the position had been posted internally, but upon review, we were unable to locate a record of that posting. Also note the position was filled internally.

Please let me know if you have any additional questions.

Sincerely,

Liz Mathis

Human Resources Manager

PO Box 70

Flagler Beach, FL 32136

386-517-2000 Ext. 237

lmathis@cityofflaglerbeach.com

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

From: Flagler Beach Voice V <voiceforflaglerbeach@gmail.com>
Sent: Wednesday, September 3, 2025 1:45 PM
To: Penny Overstreet <POverstreet@CityofFlaglerBeach.com>
Subject: External - Clarification on Hiring Policy and Job Postings

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

Dear City Clerk,

After reviewing the documents provided, I have a few questions regarding the City's hiring and posting process. I am also requested additional documentation under Florida's public records law.

Positions Not Posted Internally per list provided
Facilities Director
Sanitation Director
Wastewater Utility Mechanic Crew Leader
Numerous other non-director or leadership positions that also do not show evidence of being internally posted

The Employee Handbook states that all available positions are to be posted internally for the first five days. I did not find any reference to exceptions or a separate policy that would permit bypassing this requirement.

Is there a specific reason why these positions were not posted internally?

Does the City maintain a separate policy or formal exceptions regarding job postings that differ from what is outlined in the handbook?

If such a policy exists, could you please provide documentation so I may review it?

Per an internal memo you sent there is a reference to a personal code Section 2-216 (b). Please provide a copy of that specific code.

Who would be the appropriate person or office to provide further clarification on this matter?

I appreciate your guidance and look forward to your response.

Respectfully,

--

Voice For Flagler Beach

This document reflects that all employees are entitled to receive a Cost of Living Adjustment (COLA) 2%, with additional performance-based raises determined through employee evaluations. In a Commission meeting, the City Manager stated that COLA and performance raises are combined; however, the written policy does not reflect this interpretation.

Upon review, it appears that numerous employees received only the COLA adjustment regardless of their evaluation results, raising concerns regarding the consistent and equitable application of the City's compensation policy and warranting further review.

Transfer. Action in which the employee moves from one budgeted position to another with no resulting title change, or if a title change does take place, there is no change in the pay range.

Uniformed Services. The Navy, Coast Guard, Marine Corps, Army, Air Force, Army National Guard, International Guard, The Commissioned Corps of the Public health Service and any other category designated by the President in time of service or emergency.

Wage adjustment pools: Separated categories of a total fund used for annual salary adjustments. Positions in the Salary Administration Plan may qualify for one (1) or more wage adjustment pools. There are three (3) wage adjustment pools:

(1) COLA pool - All positions receive.

(2) Salary range consideration (SRC) pool - After COLA positions where the salary is still below the midpoint.

(3) Performance Pay Pool - All positions where the salary is below the maximum range qualify.

Work day. Scheduled number of hours an employee is required to work per day.

Work period. Number of hours regularly scheduled to be worked during any seven (7) consecutive days.

ARTICLE II.

STANDARDS OF CONDUCT

SECTION II.1. General policy.

(a) The City of Flagler Beach has established a system of personnel management to assist in providing superior service to the community.

(b) The city advocates the concept that the quality of public service can reach maximum efficiency through a personnel management system based on merit principles.

(c) Employees are encouraged to develop skills and seek formal training that will enhance their personal development and add to the overall expertise of the organization.

(d) It is the policy of the city to demand compliance from employees with all personnel policies, state statutes and federal regulations in the performance of duties. An employee who violates any of these policies shall be subject to disciplinary action.

(e) The city retains all management rights including but not limited to the following:

(1) To determine the organization of the city.

(2) To determine the purpose of each of its department.

(3) To exercise control and discretion over the organization and efficiency of operations.

(4) To set standards for services to be offered to the public.

Full-time. Position that requires an employee to normally work more than twenty-nine (29) hours per week.

Immediate family. Includes spouse, children or parents (this definition is for purposes of sick leave).

Insubordination. The unwillingness on the part of an employee to submit to the authority vested in supervisors, department heads, and the city manager or the intentional circumvention by an employee of the authority vested in supervisors, department heads or city manager.

Job code: Each position in the city is equated to a job code and corresponding salary range and average salary.

Layoff. Reduction of the number of employees due to the lack of work, funds or other causes.

Leave. Approved type of absence from work as provided by these policies.

May. The word "may" shall be interpreted as permissive.

Midpoint: The midpoint as determined annually by the city commission based upon the current year's benchmark.

Overtime. Time worked in excess of the adopted standard work week as identified by Fair Labor Standards Act (FLSA) and the U.S. Department of Labor (DOL) regulations for those persons in a nonexempt classification. The standard work week for regular-full time employees is forty (40) hours for a seven-day period. For fire protection employees overtime is based on hours worked over 53 in one week.

Part-time. Position that requires the employee to normally work twenty-nine (29) or fewer hours per week. Part-time employees shall not be provided vacation leave, sick leave and holiday pay and shall not be eligible for health insurance, 401K, life insurance, cola and performance pay increase.

Pay range. Salary which is assigned to a classification title, expressed as a pay range number.

Performance evaluation. Annual employee performance review. A report relative to the job performance of employees made by the supervisor. This is used to qualify an employee for continued employment and access to a performance pay increase.

Performance pay increase. Increase established in the pay plan, by the city commission, which may be granted to an employee based on performance evaluation.

Position. Groups of duties and responsibilities assigned and budgeted requiring the full-time or part-time employment of one (1) person.

Position wage: The wage currently being paid (to an employee) in a position's salary range.

Probationary period. Period of time provided to allow the department head an opportunity to evaluate an employee's performance and to decide whether or not the employee is to be retained. The initial probationary period shall be six (6) months, but may

Exhibit A

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

NAME		24/25 HOURLY	24/25 ANNUAL	EVAL	MERIT	25/26 HOURLY	25/26 ANNUAL	COMMENTS
MCBRIDE, K	Finance	20.64	42,931.20	B	*	22.58	46,966.40	Probationary (10/01/25); position reclassified
BANKS, R	Sanitation	20.88	43,430.40	A	5%	21.92	45,601.92	
FLEET, B	Water	21.00	43,680.00	B	3%	21.63	44,990.40	
ALLEN, A	Util. Maint.	21.00	43,680.00	C	2%	21.42	44,553.60	
MCGUIRE, T	Building	18.69	PT		*	23.00	PT	Wage adjustment due to specialized skill
HOLMAN, D	Sanitation	22.36	46,508.80	A	5%	23.48	48,834.24	
BUTTNER, E	Police	22.60	47,008.00	B	3%	23.28	48,418.24	
FICOCELLO, M	Planning	23.00	47,840.00	B	3%	23.69	49,275.20	
RAINEY, M	Fire	23.04	71,531.44	C	2%	23.47	72,877.61	
ALBRECHT, A	Water	23.50	48,880.00	B	3%	24.21	50,346.40	
SKRZYPINSKI, H	Water	23.50	48,880.00	C	2%	23.97	49,857.60	
BRAMER, B	Building	23.59	49,067.20	A	5%	24.77	51,520.56	
MCGEE, D	Sanitation	23.90	49,712.00	B	3%	24.62	51,203.36	
DEPASQUALE, M	Finance	24.19	50,315.20	C	2%	24.67	51,321.50	
PEREZ, J	Util. Maint.	24.82	51,625.60	B	3%	25.56	53,174.37	
ISAACS, J	Public Works	25.00	52,000.00	C	2%	25.50	53,040.00	Probationary (06/30/25)
MARTIN, S	Facilities	25.02	52,041.60	A	5%	26.27	54,643.68	
GIFFORD, J	Planning	25.30	52,624.00	B	3%	26.06	54,202.72	
LAW, R	Util. Maint.	25.50	53,040.00	B	3%	26.27	54,631.20	
HINEBAUGH, G	Planning	26.00	54,080.00	B	3%	26.78	55,702.40	
DEFRIESE-ROMERO, C	Police	26.50	57,876.00		*	27.83	60,780.72	Per Collective Bargaining Agreement
RAMIREZ, D	Police	27.08	56,326.40	B	3%	27.89	58,016.19	
ZIEHL, J	Police	27.10	56,368.00	B	3%	27.91	58,059.04	
BOWMAN, J	Wastewater	27.28	56,742.40	B	3%	28.10	58,444.67	
JONES, S	Wastewater	27.28	56,742.40	B	3%	28.10	58,444.67	
LUTTRELL, E	Police	27.53	59,732.40		*	28.36	58,980.27	Per Collective Bargaining Agreement
DURICK, M	Sanitation	27.68	57,574.40	B	3%	28.51	59,301.63	
DUNN, J	Building	28.32	58,905.60	C	2%	28.89	60,083.71	
SNYDER, M	Police	28.31	61,829.04		*	29.16	60,651.34	Per Collective Bargaining Agreement
MAHONEY, H	Finance	28.65	59,592.00	B	3%	29.51	61,379.76	

NAME		24/25 HOURLY	24/25 ANNUAL	EVAL	MERIT	25/26 HOURLY	25/26 ANNUAL	COMMENTS
PARISH, M	Library	28.75	59,800.00	B	3%	29.61	61,594.00	
SAUNDERS, J	Police	29.73	64,930.32		*	31.22	68,184.48	Per Collective Bargaining Agreement
SCHERR, E	Police	30.07	65,672.88		*	31.57	68,948.88	Per Collective Bargaining Agreement
LAUREANO, J	Building	30.81	64,084.80	A	5%	32.35	67,289.04	
KEARNEY, D	Police	30.97	64,417.60	B	3%	31.90	66,350.13	
ANDERSON, M	Public Works	31.25	65,000.00	C	2%	31.88	66,300.00	Probationary (07/28/25)
KUHN, C	City Clerk	31.75	66,040.00	C	2%	32.39	67,360.80	Probationary (06/20/25)
NOBRE, S	Police	32.26	70,455.84		*	33.87	73,972.08	Per Collective Bargaining Agreement
MONROY, K	Executive	32.57	67,745.00	B	3%	33.55	69,777.97	End date 10/15/25
OFLAHERTY, D	Executive					33.65	70,000.00	Start date 10/15/25
JONES, K	Police	33.17	72,443.28		*	34.83	76,068.72	Per Collective Bargaining Agreement
VINCI, R	Police	33.17	72,443.28		*	34.83	76,068.72	Per Collective Bargaining Agreement
ALMBERG, A	Water	33.22	69,097.60	A	5%	34.88	72,552.48	
NOBRE, C	Finance	34.20	71,136.00	B	*	36.33	75,566.40	Probationary (10/01/25); position reclassified
LUDECKER, B	Finance	34.23	71,198.40	B	3%	35.26	73,334.35	
HARTMAN, P	Water	35.07	72,945.60	C	2%	35.77	74,404.51	
GUERRERO, M	Police	35.66	77,881.44		*	37.44	81,768.96	Per Collective Bargaining Agreement
RODRIGUES, L	Sanitation	35.86	74,588.80	B	3%	36.94	76,826.46	
RICHARDS, L	Public Works	36.59	76,107.20	B	3%	37.69	78,390.42	
YELVINGTON, A	Police	37.35	81,572.40		*	39.22	85,656.48	Per Collective Bargaining Agreement
CREWS, J	Streets/Storm	38.25	79,560.00	B	3%	39.40	81,946.80	
BINGHAM, J	Police	38.74	84,608.16		*	40.68	88,845.12	Per Collective Bargaining Agreement
GILLIN, T	Ocean Rescue	40.30	83,824.00	B	3%	41.51	86,338.72	
HASHEM, E	Water	40.88	85,030.40	A	5%	42.92	89,281.92	
LYNN, J	Wastewater	40.89	85,051.20	B	3%	42.12	87,602.74	
BLANK, D	Police	42.04	91,815.36		*	44.14	96,401.76	Per Collective Bargaining Agreement
IMPSON, D	Info Technology	43.27	90,001.60	C	2%	44.14	91,801.63	Probationary (05/05/25)
SCHOENBROD, M	Police	43.27	90,001.60	C	2%	44.14	91,801.63	Probationary (07/28/25)
FIVEASH, J	Fire	46.15	95,992.00	C	2%	47.07	97,911.84	Probationary (06/23/25)
RYAN, K	CRA	48.08	100,006.40	B	3%	49.52	103,006.59	

NAME		24/25 HOURLY	24/25 ANNUAL	EVAL	MERIT	25/26 HOURLY	25/26 ANNUAL	COMMENTS
BLANCHETTE, L	Police	48.52	100,921.60	A	5%	50.95	105,967.68	
MATHIS, E	Hum. Resources	50.17	104,353.60	B	3%	51.68	107,484.21	
RAMER, J	Water	50.98	106,038.40	B	3%	52.51	109,219.55	
COX, S	Fire	52.03	108,222.40	B	3%	53.59	111,469.07	
OVERSTREET, P	City Clerk	52.96	110,156.80	A	5%	55.61	115,664.64	
ALLEN, R	Finance	53.65	111,592.00	A	5%	56.33	117,171.60	
MCCLENNING, L	Planning	55.29	115,003.20	B	3%	56.95	118,453.30	
DOUGHNEY, M	Police	56.75	118,040.00	B	3%	58.45	121,581.20	
MCFADDEN, R	Building	57.30	119,184.00	C	2%	58.45	121,567.68	
HARLAN, H	Finance	62.64	130,291.20	A	5%	65.77	136,805.76	
MARTIN, D	Executive	79.33	165,006.40		0%	79.33	165,006.40	
FREEMAN, W	Public Works	80.18	166,774.40	B	3%	82.59	171,777.63	

This document reflects that the City Manager stated probationary employees are not eligible to receive merit raises during their initial six-month period. However, the accompanying chart indicates that City Engineer Bill Freeman and Planning Director Lapita McClenning received raises during their probationary period, while four other probationary employees did not. This discrepancy warrants further review for consistency and equitable application of policy.

Hire Date

Bill Freeman 6/3/2024

Lupita McClenning 6/10/2024

Robert Lilavois 5/13/2024

Kimberly McBride 8/5/2024

Brenton Fleet 6/17/2024

Gary Hinebaugh 7/22/2024

Hello Mr Martin.

I hope you're doing well. I had a quick question regarding merit increases for probationary employees whose probation period spans the start of the fiscal year.

If a probationary employee becomes eligible for merit pay after completing their probation, is the increase retroactive to October 1, or does it begin from the date the probation ends?

Appreciate your clarification!

On Monday, September 22, 2025 at 10:53:22 AM CDT, Dale Martin <dmartin@cityofflaglerbeach.com> wrote:

Good morning:

My policy for salaries/wages is as follows:

Probationary employees

A probationary employee is any City employee who has started employment within the last six months or has been promoted to a new position within the last six months. A probationary employee is not eligible for additional compensation during the first three months of the probationary period. For probationary employees within the last three months of their probationary period, at the start of the fiscal year (Oct 1), those employees are eligible for a minimal increase (at that point, primarily based upon the official cost of living increase, which for this year was approximately two percent). At the conclusion of the probationary period, an evaluation is conducted to determine 1) should the employee be retained and 2) should additional merit pay be authorized if the probationary period spanned the start of a new fiscal year (when nearly all merit pay increases are implemented).

If an employee is a probationary employee due to a promotion, the employee does not receive additional merit pay beyond the increased salary/wages received due to the promotion. Similarly, an employee whose position is reclassified resulting in higher salary/wages but is not a promotion, does not also receive a merit pay increase. In other words, salary/wage increases are limited only to merit pay, promotion, or reclassification (only one of the three).

Non-probationary employees

Non-probationary employees are evaluated and awarded merit pay increases (determined by a scale based, in part, upon the cost of living increase) at the start of the fiscal year (October 1).

Most Police officer wages are governed by the negotiated and approved terms of a collective bargaining agreement which differ from the terms described above (including the terms and conditions of probationary status).

Mr. Dale L. Martin

City Manager

105 S. 2nd Street

Flagler Beach, FL 32136

O: (386) 517-2000 x222 M. (904) 557-5047

Employee Name	Hourly Rate	Salary (x2080)	COLA (3.2)	COLA Adjusted Hourly Wage	COLA Adjusted Salary	Merit Raise	MERIT Adjusted Hourly Wage	MERIT Adjusted Salary	
ALBRECHT, AUSTIN	21.19	44075.2	1.032	21.86808	45,485.61	0	-	-	
ALLEN, ANDREW T	19.58	40726.4	1.032	20.20656	42,029.64	1.01	20.41	42,449.94	
ALLEN, RHONDA J	51.47	107057.6	1.032	53.11704	110,483.44	1.03	54.71	113,797.95	
ALMBERG, AARON F	31.25	65000	1.032	32.25	67,080.00	0	-	-	
ARMELLINO, JOSEPH T	18	37440	1.032	18.576	38,638.08	0	-	-	
BANKS, RUSSELL	19.64	40851.2	1.032	20.26848	42,158.44	1.03	20.88	43,423.19	
BLANCHETTE, LANCE	45.65	94952	1.032	47.1108	97,990.46	1.03	48.52	100,930.18	
BOWMAN, JOHN D	26.43	54974.4	1.032	27.27576	56,733.58	0	-	-	
BRADFORD, SAMUEL F	16	33280	1.032	16.512	34,344.96	0	-	-	
BRAMER, BONNIE J.	22.63	47070.4	1.032	23.35416	48,576.65	1.01	23.59	49,062.42	
BUTTNER, ELLEN S	21.68	45094.4	1.032	22.37376	46,537.42	1.01	22.60	47,002.80	
CLEMENCE III, WILLIAM A	37.07	77105.6	1.032	38.25624	79,572.98	0	-	-	
COSGROVE, JAMES	15.86	32988.8	1.032	16.36752	34,044.44				
COSTER, MICHAEL S	48.08	100006.4	1.032	49.61856	103,206.60	1.01	50.11	104,238.67	
COX, STEPHEN	44.11	91748.8	1.032	45.52152	94,684.76	1.01	45.98	95,631.61	*Not Corre
COZZONE, GAETANO P	32.63	67870.4			-		-	-	
CREWS, JENIFER K.	36.7	76336	1.032	37.8744	78,778.75	1.01	38.25	79,566.54	
DA SILVA, MARIA	32.17	66913.6			-		-	-	
DENVIR, STEPHEN	16.7	34736	1.032	17.2344	35,847.55	0	-	-	
DEPASQUALE, MICHELLE L	23.21	48276.8	1.032	23.95272	49,821.66	1.01	24.19	50,319.87	
DINARDI, MARY C	19.78	41142.4	1.032	20.41296	42,458.96	0	-	-	
DOMINGUEZ, GONZALO	17.91	37252.8	1.032	18.48312	38,444.89	1.01	18.67	38,829.34	
DOUGHNEY, MATTHEW P	54.45	113256	1.032	56.1924	116,880.19	1.01	56.75	118,048.99	
DUNN, JERRY G	27.44	57075.2	1.032	28.31808	58,901.61	0	-	-	
DURICK, MATTHEW A	26.04	54163.2	1.032	26.87328	55,896.42	1.03	27.68	57,573.32	
FICOCELLO, MICHELE C	20.82	43305.6	1.032	21.48624	44,691.38	1.03	22.13	46,032.12	
FLEET, BRENTON J	16.5	34320	1.032	17.028	35,418.24	0	-	-	
FORAND, MARJORIE	18.26	37980.8	1.032	18.84432	39,196.19	1.03	19.41	40,372.07	
FREEMAN, WILLIAM H	76.92	159993.6	1.032	79.38144	165,113.40	1.01	80.18	166,764.53	
GAUVEY, TROY A	27.87	57969.6	1.032	28.76184	59,824.63	1.03	29.62	61,619.37	

GIFFORD, JOHN A	24.52	51001.6	1.032	25.30464	52,633.65	0	-	-
GILLIN, THOMAS W	39.05	81224	1.032	40.2996	83,823.17	0	-	-
GOCKE, MICHAEL	16.41	34132.8	1.032	16.93512	35,225.05			
HARGRAVES, JESSICA L	16.5	34320	1.032	17.028	35,418.24	1.01	17.20	35,772.42
HARLAN, HOLLIE	60.1	125008	1.032	62.0232	129,008.26	1.01	62.64	130,298.34
HARTMAN, PAUL D	33.65	69992	1.032	34.7268	72,231.74	1.01	35.07	72,954.06
HASHEM, EHAB	38.46	79996.8	1.032	39.69072	82,556.70	1.03	40.88	85,033.40
HINEBAUGH, GARY	16.5	34320	1.032	17.028	35,418.24	0	-	-
HOLMAN, DAVID	21.04	43763.2	1.032	21.71328	45,163.62	1.03	22.36	46,518.53
HUNTER IV, JESSE L	19.58	40726.4	1.032	20.20656	42,029.64	0	-	-
JONES, STANLEY K	26.43	54974.4	1.032	27.27576	56,733.58	0	-	-
KEARNEY, DONNA	29.71	61796.8	1.032	30.66072	63,774.30	1.01	30.97	64,412.04
KENDRA, KRISTOPHER	15.86	32988.8	1.032	16.36752	34,044.44			
LAUREANO, JOHN	29.56	61484.8	1.032	30.50592	63,452.31	1.01	30.81	64,086.84
LAW, ROBERT A	22.42	46633.6	1.032	23.13744	48,125.88	1.03	23.83	49,569.65
LAWRENCE, DAVID R	15.86	32988.8	1.032	16.36752	34,044.44			
LILAVOIS, ROBERT	16.5	34320	1.032	17.028	35,418.24	0	-	-
LUDECKER, BRENDA S	32.2	66976	1.032	33.2304	69,119.23	1.03	34.23	71,192.81
LYNN, JOHNNY	39.23	81598.4	1.032	40.48536	84,209.55	1.01	40.89	85,051.64
MAHADEO, GERALD V.	30.16	62732.8	1.032	31.12512	64,740.25	1.01	31.44	65,387.65
MAHONEY, HOLLIE	26.95	56056	1.032	27.8124	57,849.79	1.03	28.65	59,585.29
MARTIN, DALE L	79.33	165006.4				0	-	-
MARTIN, SANTIAGO T	24	49920	1.032	24.768	51,517.44	1.01	25.02	52,032.61
MATHIS, ELIZABETH	48.13	100110.4	1.032	49.67016	103,313.93	1.01	50.17	104,347.07
MCBRIDE, KIMBERLY J	20	41600	1.032	20.64	42,931.20	0	-	-
MCCLENNING, LUPITA	43.27	90001.6	1.032	44.65464	92,881.65	1.01	45.10	93,810.47
MCFADDEN, RICHARD	55.52	115481.6	1.032	57.29664	119,177.01	0	-	-
MCGEE, DERRICK M	22.48	46758.4	1.032	23.19936	48,254.67	1.03	23.90	49,702.31
MCGUIRE, TIMOTHY P	17.93	37294.4	1.032	18.50376	38,487.82	1.01	18.69	38,872.70
MCKASY, JOANNA E	29	60320	1.032	29.928	62,250.24	0	-	-
MELGAR, GIOVANNI A	17.46	36316.8	1.032	18.01872	37,478.94	1.01	18.20	37,853.73
MONROY, KATHERINE	31.25	65000	1.032	32.25	67,080.00	1.01	32.57	67,750.80
NOBRE, CRYSTAL	32.17	66913.6	1.032	33.19944	69,054.84	1.03	34.20	71,126.48
NOVAK, IDA C	36.06	75004.8	1.032	37.21392	77,404.95	1.01	37.59	78,179.00

This document contains the relevant section of the City Personnel Handbook from 2025 and prior versions reflecting that employees were provided a lunch period and a 15-minute break. It also includes the corresponding section from the 2026 Personnel Handbook, where no reference to a lunch period or a 15- minute break is included.

This comparison reflects a material change to employee break policy that does not appear to have been formally presented to or approved by the Commission and warrants review for consistency with established procedures.

SECTION III.11. Probationary period.

(a) The probationary or "working test" period is utilized to observe the new employee's work, to secure the most effective adjustment of a new employee to the position, and to reject any employee whose performance does not meet the required work standards.

(b) The initial probationary period shall be six months but may be extended through the recommendation of the department head and approval of the city manager.

(c) An employee within the probationary period may be discharged by the city manager or the head of the department for which the employee works, without cause. If the employee is not discharged before completion of his/her probationary period, the employee shall be confirmed in his/her position and shall be a regular employee of the city.

(d) Where the completion of minimal educational requirement or other qualification are required upon the initial employment of an employee, the probationary period shall be extended until all of the educational requirements or other qualifications for the position have been met.

(e) If an employee is promoted to a higher position, his/her promotion shall not be deemed regular until he/she has completed and served in such capacity for a probationary six months following the date of the promotion.

(f) During the probationary period the employee's supervisor will notify the employee if performance is not satisfactory and test period requirements are not being met.

(g) If a newly hired probationary employee has been found to be unqualified to perform or will not properly perform the duties of the position, the department head will recommend that the employee be dismissed and final dismissal be made by the city manager. The employee will be furnished written notice that the employee does not have the right of administrative appeal.

(h) If an employee who is serving a probationary period incurred as a result of a promotion and is found to be unqualified to perform the duties of the higher position, every effort will be made to return the employee to the position and status held immediately prior to the promotion. If the employee's former position is filled, the employee may be transferred to a vacant position with the same job classification, subject to the approval of the department head, if a vacancy exists.

(i) Employees will earn leave benefits during the probationary period. Annual leave will not be allowed to be taken until completion of the probationary period for new employees.

SECTION III.12. Hours of work.

(a) The city manager, in conjunction with department heads shall establish hours of work in accordance with the needs of the city and the public.

(b) Employees working on a shift basis will work the hours as determined by departmental policy.

(c) Lunch period will be scheduled at the discretion of the department head.

(d) A work break, not to exceed fifteen (15) minutes, will be allowed during the first half of the work shift and another during the second half. Work breaks must be utilized when scheduled and cannot be accumulated or used for early departure from work.

SECTION III.13. Special twenty-eight-day work period for fire protection employees.

(a) Overtime for regular full-time fire protection employees will be computed on a twenty-eight-day work period.

(b) Fire protection employees means individuals who are certified under Florida law as firefighters and who have the legal authority and responsibility to engage in the prevention, control or extinguishment of any fires and perform activities that are required for, and are directly concerned with, the prevention, control and extinguishment of fires.

(c) All hours worked by fire protection employees in excess of two hundred twelve (212) hours in the twenty-eight-day period will be paid at a rate of at least one and half (1 1/2) times the employee's regular rate of pay.

(d) For purposes of this policy, compensable hours of work include all time during which the fire protection employee is on duty at the fire department or other prescribed workplace and may include both scheduled and unscheduled periods (such as emergencies or court appearances).

(e) In lieu of any other holiday pay or premium pay for work on holidays (see sections IV.2 and IV.3), regular full-time fire protection employees will receive twelve (12) hours of straight pay for each observed holiday. The city manager will determine when these payments are to be made but is limited to payment after the time is earned.

(f) Regular full-time fire protection employees will accrue annual leave (vacation) on the following basis:

Continuous Employment	Annual Leave Accrual
1 year	106 hours
5 years	127 hours
10 years	159 hours
15 years	212 hours

(g) Regular full-time fire protection employees will accrue sick leave at the rate of nine and seven-tenths (9.7) hours per twenty-eight-day work period.

(h) This policy is intended to comply with the Fair Labor Standards Act (FLSA) and

(e) If an employee is promoted to a higher position, his/her promotion shall not be deemed regular until he/she has completed and served in such capacity for a probationary six months following the date of the promotion.

(f) During the probationary period the employee's supervisor will notify the employee if performance is not satisfactory and test period requirements are not being met.

(g) If a newly hired probationary employee has been found to be unqualified to perform or will not properly perform the duties of the position, the department head will recommend that the employee be dismissed and final dismissal be made by the city manager. The employee will be furnished written notice that the employee does not have the right of administrative appeal.

(h) If an employee who is serving a probationary period incurred as a result of a promotion and is found to be unqualified to perform the duties of the higher position, every effort will be made to return the employee to the position and status held immediately prior to the promotion. If the employee's former position is filled, the employee may be transferred to a vacant position with the same job classification, subject to the approval of the department head, if a vacancy exists.

(i) Employees will earn leave benefits during the probationary period. Annual leave will not be allowed to be taken until completion of the probationary period for new employees.

SECTION III.12. Hours of work.

(a) Regular full-time staff that functions principally in office settings at City Hall (and additionally, Meter Readers) and the Wickline Center will have a standard schedule of Monday through Friday, 8:00 AM through 5:00 PM (one-hour for lunch). Building Officials, Building Inspectors, and field staff (Facilities and Utilities) will have a standard schedule of Monday through Friday, 7:00 AM through 3:30 PM (thirty minutes for lunch). Department Directors will establish schedules for part-time staff.

(b) Department Directors with personnel working "shift-duties" (Police, Fire, Water Treatment Plant) will establish work schedules to best accommodate the needs of the City and the allocation of personnel.

SECTION III.13. Special twenty-eight-day work period for fire protection employees.

(a) Overtime for regular full-time fire protection employees will be computed on a twenty-eight-day work period.

(b) Fire protection employees means individuals who are certified under Florida law as firefighters and who have the legal authority and responsibility to engage in the prevention, control or extinguishment of any fires and perform activities that are required for, and are directly concerned with, the prevention, control and extinguishment of fires.

(c) All hours worked by fire protection employees in excess of two hundred twelve (212) hours in the twenty-eight-day period will be paid at a rate of at least one and half (1

This is the portion where City Engineer Bill Freeman instructs the contractor to keep project bids under $35,000 in order to avoid bringing the matter before the Commission, stating that Commission involvement slows the process.

On Wed, Aug 13, 2025 at 2:15 PM Bill Freeman <BFreeman@cityofflaglerbeach.com> wrote:

Jill
For a project of that small magnitude, we can just use your standard contract and then invoice us on your template. We are ready to get this signed. I believe I asked you to add a 5% contingency. Have you provided that?As long as we keep it under $35k we can avoid going to the commission, which slows the process down.

Get Outlook for iOS

From: Jenifer Crews <JCrews@cityofflaglerbeach.com>
Sent: Friday, August 8, 2025 1:31 PM
To: 3 B's Custom Concrete, Inc. Snyder <3bsflagler@gmail.com>; Bill Freeman <BFreeman@cityofflaglerbeach.com>; Hollie Mahoney <HMahoney@CityofFlaglerBeach.com>
Subject: RE: External - vendor process

Can anyone provide this information please as I am not sure how this process works on this end of it thanks.

Jenifer Crews
City Of Flagler Beach
Public Works Supervisor
My Cell (386-285-7737)
Email jcrews@cityofflaglerbeach.com

From: 3 B's Custom Concrete, Inc. Snyder <3bsflagler@gmail.com>
Sent: Thursday, August 7, 2025 4:06 PM
To: Bill Freeman <BFreeman@cityofflaglerbeach.com>; Jenifer Crews <JCrews@cityofflaglerbeach.com>; Hollie Mahoney <HMahoney@CityofFlaglerBeach.com>
Subject: External - vendor process

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

Hello all,
Based on verbal conversations and the vendor packet that I signed, additional quotes are not needed. But the department supervisor has the option to get other quotes. I am double checking because another department was informed they must have an additional quote.
Once the proposal is approved by a department supervisor:
Do I submit my usual contract?
Or is there a City vendor contract that you will send me?
Or do I just submit a payment schedule invoice?
What is the vendor process?
Thank you, Jill

3B's Custom Concrete, Inc.

P O Box 2420, Flagler Beach, FL 32136

Owners: City of Flagler Beach
P O Box 70, Flagler Beach, FL 32136
Job address: Water tower 3100 S Oceanshore Blvd, Flagler Beach, FL 32136

3 B's Custom Concrete, Inc., (herein referred to as 3 B's) proposed to furnish all material, labor and permit for preparation and installation of sidewalk in ROW on S. Central Ave. side of property:
Install approximately 585 LF by 5 FT wide sidewalk - 103 LF @ 6" thick and the remainder @ 4" thick. Set up FDOT signage/cones, schedule utility locates, remove asphalt/grade with tractor, form, install expansion material at existing sidewalks, plate compact, pour Cemex concrete 3,000 PSI with fiber, imprint handicap bubble stamp in 2 locations, broom finish, expansion cuts under every 5 LF, paint bubble imprint caution yellow and re-sod (Bahia) as needed.
Not included: Surveys, asphalt replace/repair, damage to underground plumbing/utilities, culvert pipe, drains, and City of Flagler Beach retention requirements.

Permit, labor & material: $ 32,740.00
5% contingency: $ 1,637.00
Total Contract Price: $34,377.00

Deposit due with contract: $3,274.00
Draw due upon permit/start: $5,238.40
Draw due upon 1st half form/ready for inspection: $5,238.40
raw due upon 1st half pour: $5,238.40
Draw due upon 2nd half form/ready for inspection: $5,238.40
Draw due upon 2nd half pour: $5,238.40
Balance at completion: $3,274.00 less any unused contingency

Subject to terms and conditions as it appears on the back (page 2) of this contract. Any changes desired by the owner or contractor must be made in writing and submitted to 3B's for approval. Extras or changes may be more costly than if that work had been approved for the original contract. The terms and conditions set forth on the reverse side (page 2) hereof are incorporated herein by reference and are an integral part of this proposal and any resulting contract. Acknowledge page 3 Florida statues and recovery fund. Upon acceptance of this proposal, same shall become a binding contract on both parties. This proposal is in duplicate and each signed copy shall be deemed an original.

_____ Date: _____
Owner or Contractor

Bill Snyder Date: 8-20-25
Officer of 3 B's Custom Concrete, Inc.
RB29003920

This document contains the spreadsheet of invoices associated with the South 25th Street Lift Station project and the employment letter verifying that City Engineer Bill Freeman began employment on June 3, 2024.

City of Flagler Beach

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

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

May 10, 2024

William Freeman
3210 Cross Creek Place
St. Augustine, Florida 32086

Dear Mr. Freeman:

The City of Flagler Beach is pleased to extend you an offer of full-time employment in the position of City Engineer. Your annual salary will be $160,000.00 paid biweekly and your start date is June 3, 2024.

Per City policy, your employment is contingent upon your agreement to submit to, and satisfactorily pass a pre-placement physical examination, and background investigation. Flagler Beach is a drug-free workplace. The physical exam is performed to ensure no pre-existing physical or mental conditions exist that would prevent you from performing the essential functions of the position. A background check will be conducted in accordance with State and Federal laws, thus assuring there are no past or present issues that would disqualify you from employment with the City. You will be on probationary status for at least six months.

On behalf of the staff of the City of Flagler Beach, I want to welcome you as the newest member of our team. We look forward to working together to make our City government the best that it can be.

Sincerely,

Dale L. Martin
City Manager

COMPANY	DESCRIPTION	DATE	AMOUNT
APS	CCTV, VAC TRUCK, LINING 26 LF	6/18/2025	$29,159.66
VORTEX	CCTV, VAC TRUCK	6/23/2025	$9,750.00
ENGINEERED SPRAY SOLUTIONS	CCTV INSPECTION	5/31/2025	$16,330.00
PSI	6" SEWAGE PUMP	9/26/2024	$18,180.00
PSI	6' SEWAGE PUMP, GUIDE RAILS, BRAKETS,PLATE, CABLES	3/24/2025	$24,472.00
ENVIRONMENTAL CONTROL SYSTEMS	INSTALL PUMPS, BRACKETS, PLATE, ANCHORS	2/26/2025	$29,735.00
FREEDOM ELEC	DIALIER AND PANEL WORK	4/17/2025	$1,200.00
ENVIRONMENTAL CONTROL SYSTEMS	CONTROL PANEL. PUMP TRUCK, INSTALL PUMPS	12/3/2024	$8,100.00
ENVIRONMENTAL CONTROL SYSTEMS	PUMP TRUCK/TECH, REPAIRS	7/30/2024	$4,125.00
UNITED RENTAL	BYPASS REPAIR	4/2/2025	$2,363.19
UNITED RENTAL	REPAIRS	11/26/2024	$6,484.59
UNITED RENTAL	REPAIRS	12/6/2024	$1,023.01
ENGINEERED SPRAY SOLUTIONS	SPRAY LINER		$66,051.00
UNITED RENTAL	BYPASS PUMP RENTAL 10 Months @ $3,006.31 a month		$30,063.10
EST FUEL COST	Estimated over 10 months @ $3.25 a gallon		$20,000.00
EST LABOR COST	Estimated 10 months		$10,000.00
TOTAL			$277,036.55

SUPPLEMENTAL MATERIALS

Agenda Item: Discussion of Performance Matters Raised by Commissioner Belhumeur at January 12, 2026 Meeting
Date: February 26, 2026 Submitted by: Commissioner Rick Belhumeur

Commissioners,

The enclosed materials are submitted in support of the above-referenced agenda item. They are organized for the purpose of facilitating a structured review of documented actions relating to compliance with the City Charter, adopted Personnel Policies, and applicable procurement standards under the administration of the current City Manager.

This packet is intended to assist the Commission in evaluating whether certain organizational, hiring, compensation, and personnel decisions align with the governing authorities that define and limit executive administrative power. Each issue referenced is supported by specific documentary exhibits contained herein. The materials are presented in a format designed to allow direct reference to the record, rather than reliance upon opinion or inference.

The issues summarized in the accompanying documentation fall into three principal governance categories:

1. **Charter Compliance and Organizational Authority**
Including structural changes and transfers of responsibility requiring Commission approval.
2. **Personnel Policy Adherence and Qualification Standards**
Including hiring, retention, compensation administration, and disciplinary actions evaluated against adopted policy.
3. **Procurement and Administrative Oversight Standards**
Including documentation relevant to contracting procedures and fiscal accountability.

The purpose of this submission is not to prejudge outcomes, but to ensure that the Commission's review is grounded in the written record and evaluated against the applicable standards governing municipal administration. The Commission retains full authority to determine what, if any, procedural action is appropriate under the City Manager's contract and applicable law.

Respectfully submitted,
Rick Belhumeur
Vice Chair, City Commission
City of Flagler Beach

Below issues; the headings and evidence exhibits are as follows:

- 1.Restructuring against Charter

A. City Charter, Part 1, Article II, Section 2.10, Paragraph (b), Item 1
A2. City Charter, Part 1, Chapter 2, Article III, Division 2, Chapter 2-45, par. (k)
B. 2023 Organizational Chart
C. 2024 Organizational Chart
D. 2025 Organizational Chart
E. 2024-2025 Budget Book Excerpt
F. 2025-2026 Budget Book Excerpt
G. December 11, 2025 Staff Report

- 2. Retention of Bill Freeman

H. Personnel Policies of Flagler Beach; Article III, Section III.4, par. (c), sub (2), w/ NOTE
H2. Personnel Policies of Flagler Beach; Article I, Section I.1, Paragraph (b)
I. January 15, 2018 email from St Johns County Personnel Services
J. St Johns County Chief Engineer Job Description, signed by Bill Freeman
K. City of Flagler Beach Engineer Job Description
L. Bill Freeman hiring resume
M. Bill Freeman hiring letter, dated May 10, 2024
N. Bill Freeman Performance Evaluation, Sep 30, 2024
O. Bill Freeman Performance Evaluation, Sep 26, 2025
P. Stormwater Supervisor Jenifer Crews Inspector certificate

- 3. Departure from Hiring Policy; Project Manager and more

Q. Personnel Policies of Flagler Beach; Article III, Section III.3, par. (b)
R. Timeline of events
S. Job Posting List
T. Employment availability screenshot, dated June 23, 2025
U. Screenshot showing unpublishing of position, dated June 26, 2025
V. Email chain between Bill Freeman, Liz Mathis, and Michael Anderson
W. Michael Anderson hiring letter, dated July 1, 2025
X. Email from Liz Mathis citing hiring policy deviations

- 4. Firing of Bryan Moisao

Y. Moisao Performance Evaluation, dated Aug 15, 2025
Z. Moisao Performance Evaluation, dated Sep 26, 2025
AA. Moisao employment termination letter, dated Sep 26, 2025
AB. Email from attorneys for whistleblower Maria Da Silva, dated October 23, 2024

- 5. Combining of COLA & merit-based pay increases

AC. Personnel Policies of Flagler Beach; Article I, Section I.6, "wage adjustment pools"
AD. 2025/2026 Flagler Beach employees pay raise chart

- 6. Contract Splitting / Procurement Fraud / Abuse of Authority

AE. Email from Bill Freeman to 3 B's Custom Concrete, dated Aug 13, 2025
AF. 3 B's work order/contract, dated Aug 20, 2025
AG. Itemized costs related to repair of S. 25th Street Lift Station

- 7. Merit-based probationary pay raise discrepancies

AH. Email from Dale Martin, dated Sep 22, 2025
AI. Flagler Beach employee pay raise chart

- 8. Removal of work breaks from Personnel Policy

AJ. Personnel Policies of Flagler Beach; Article III, Section III.12
AK. Copy of previous version of Personnel Policies of Flagler Beach; Article III, Section III.12

- 9. Dale Martin's pattern of failing to adhere to standards

AL. Document outlining Dale Martin's history of being terminated as City Manager

A

Section 2.10. - Action requiring ordinances—Resolutions.

(a)

Ordinances and resolutions shall be introduced in the Commission only in written form. All ordinances, except ordinances making appropriations and ordinances codifying or rearranging existing ordinances, shall be confined to one (1) subject, which shall be clearly expressed in the title. Ordinances making appropriations shall be confined to the subject of appropriation. Each ordinance that is to be included in the Code of Ordinances shall contain a section within the ordinance that specifies the ordinance be included in the Code.

Every ordinance, except as hereinafter stated, after passage on first reading, by the title thereof, shall be published by such title, at least once together with the notice of the time and place when and where it will be given a public hearing and be considered for final passage. Such publication shall be at least one (1) week prior to the time set for the hearing. At the time and place so advertised, or at any time and place to which such hearing shall from time to time be adjourned, such ordinance may be read in full and, shall be made available for reading, after such reading, all persons interested shall be given an opportunity to be heard. After such hearing, the Commission may finally pass such ordinance with or without amendment, except that if it shall make an amendment which constitutes a change in substance, it shall not finally pass the ordinance until it shall have caused the amended sections to be published at least once, together with a notice of time and place when and where such amended ordinance will be further considered, which publication shall be at least three (3) days prior to the time stated. At the time so advertised or at any time and place to which such meeting shall be adjourned, the amended ordinance shall be read by title and a public hearing thereon shall be held and after such hearing the governing body may finally pass such amended ordinance, or again amend it subject to the same conditions. The second passage of any ordinance pursuant to this Charter shall be final and no further passage shall be required. After such final passage every ordinance shall be posted on the bulletin board in City Hall for two (2) weeks and posted electronically. The ayes and nays shall be taken upon the passage of all ordinances and resolutions and entered upon the record of the proceedings of the City Commission.

(b)

In addition to other acts required by law or by specific provision of this Charter to be done by ordinance, those acts of the City Commission shall be by ordinance which:

(1)

Adopt or amend an administrative code or establish, alter or abolish any City department, office or agency;

Sec. 2-45. - Powers and duties.

A2

The city manager shall have the power and shall be required to:

(k)

Recommend and, upon approval of the commission, make changes in any or all department organizations, including combinations, deletions, creation of debts, and transfer responsibilities between departments, except where such changes would be in violation of the City Charter, or as otherwise provided in other ordinances of the city. He shall acquire monthly detailed reports from all department heads.

2023

M.

City of Flagler Beach

Organizational Design

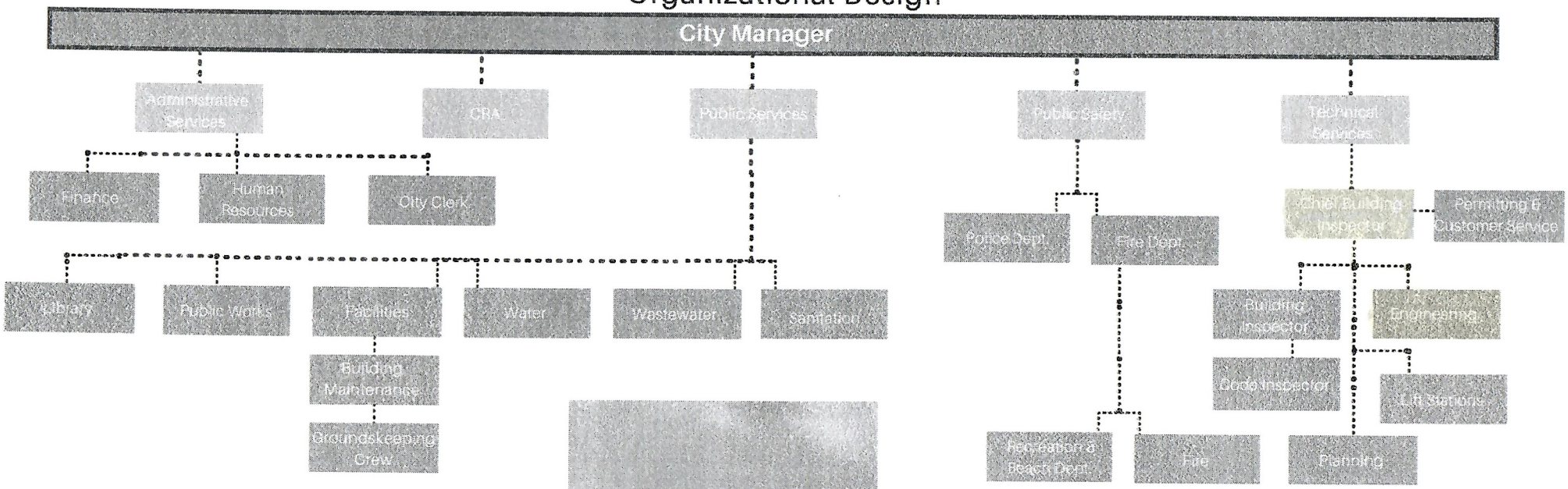
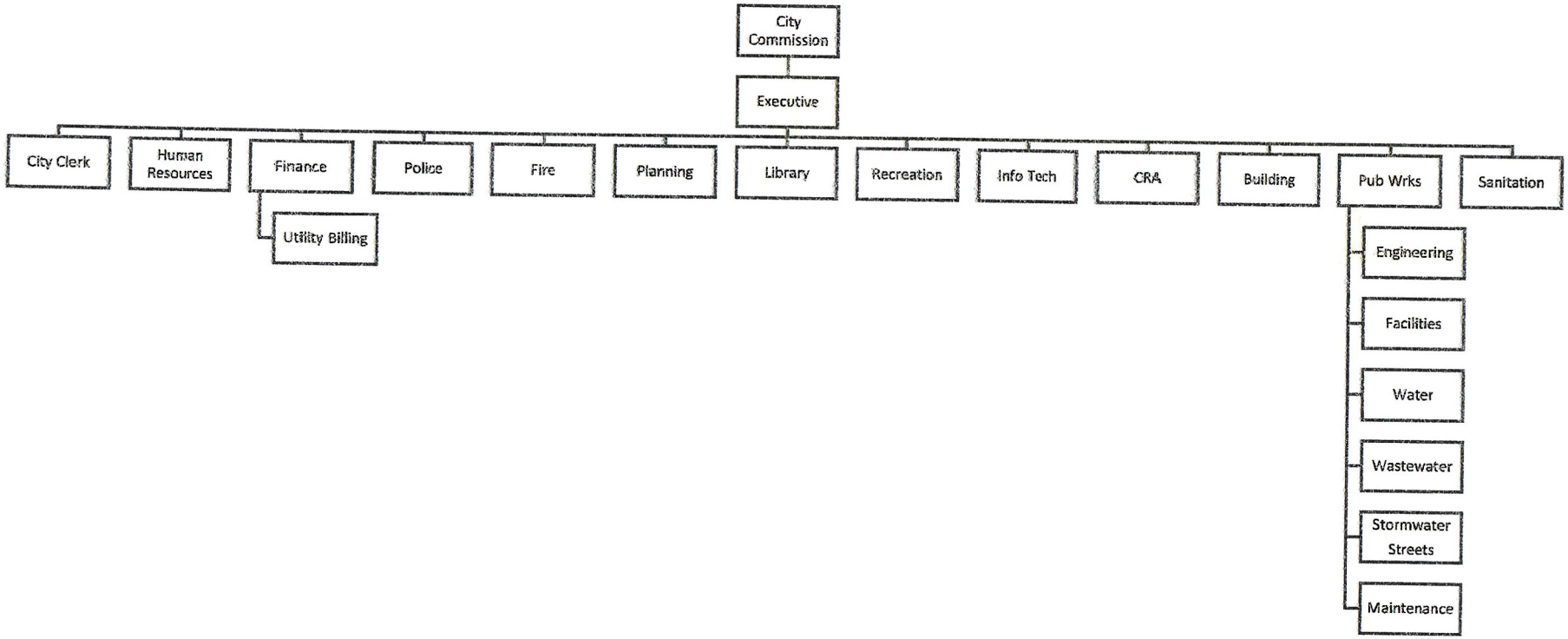




Photo credit to Rob Sloop

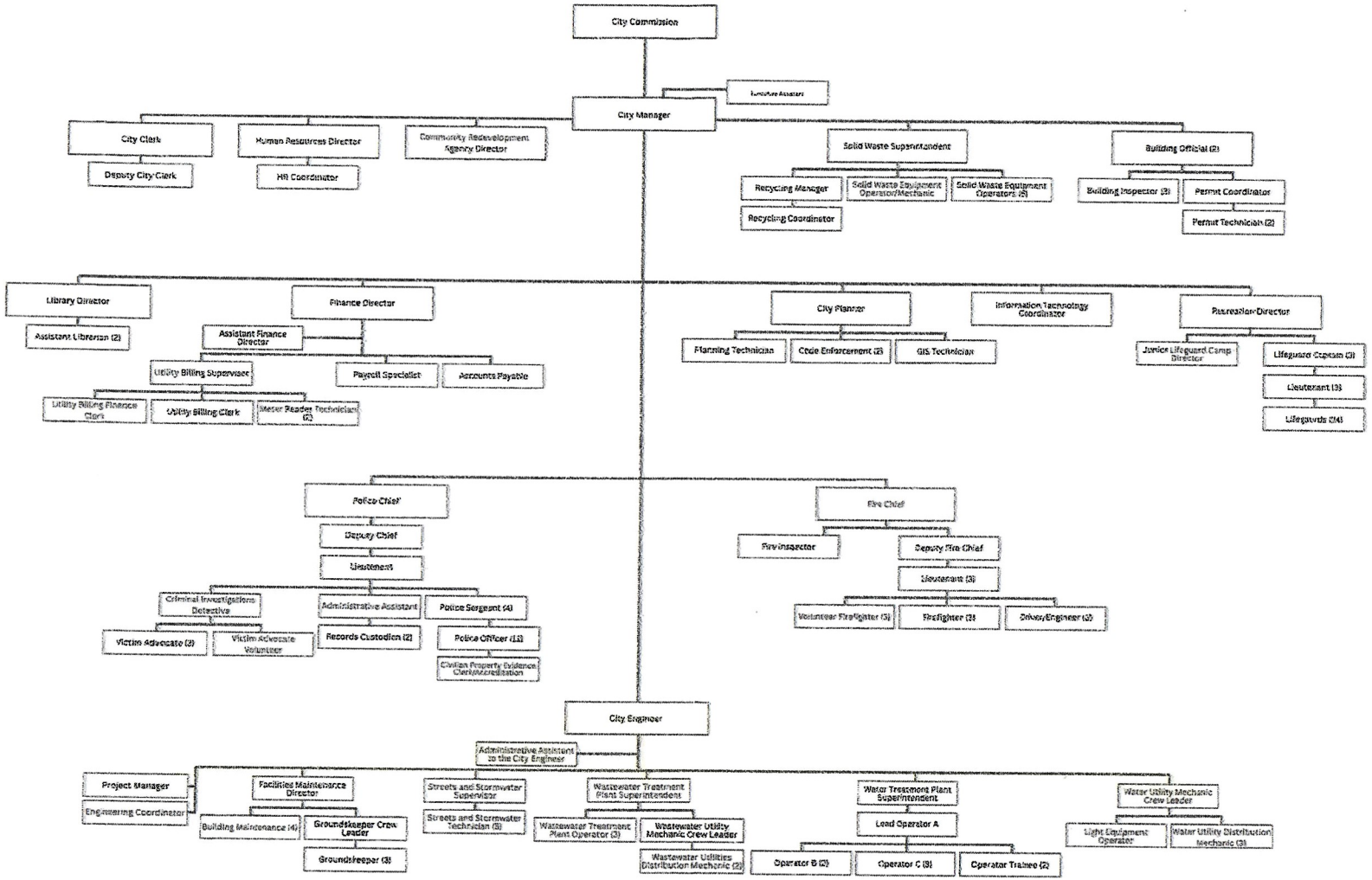
City of Flagler Beach

Organizational Structure (Department Level)



2025

A



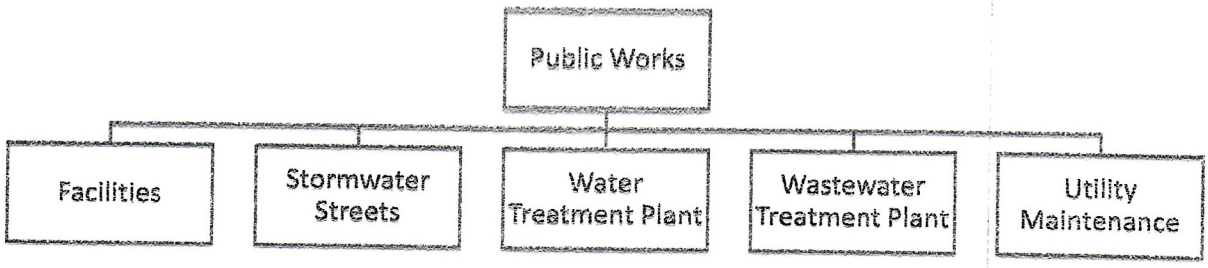
As of: 10/01/2025

Utility Admin/Public Works Division

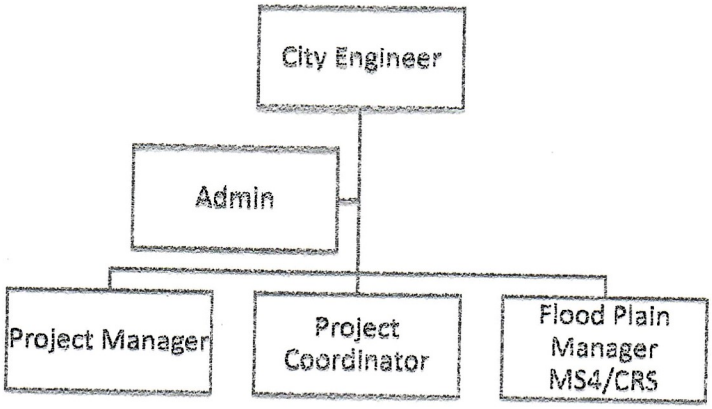
Responsibilities

Utility Expenses, otherwise known as the Public Works Division, is overseen by the City Engineer. This division includes Water, Wastewater, and the new Utility Maintenance department. Please note that Water Transmission and Distribution, Lift Station, and Sewer Collection have been zeroed. The Public Works Division is supported by the Utility Administration, or more commonly referred to as the City Engineer's Office. These departments work closely to ensure that Flagler Beach residents receive uninterrupted utilities. Although Facilities and Stormwater/Streets are not enterprise funds, they are under the Public Works Division.

Public Works Division Organizational Chart

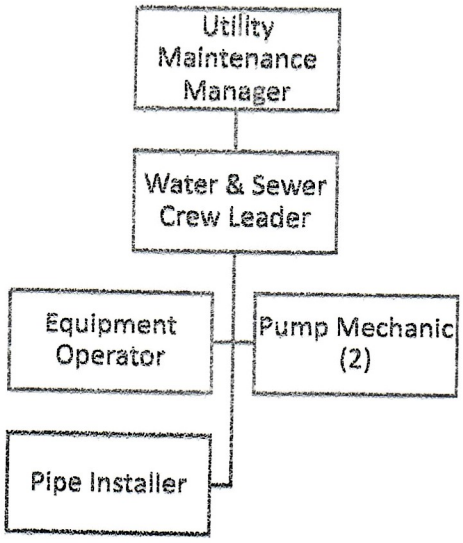


Utility Admin/City Engineer's Office Organizational Chart



Utility Maintenance

Utility Maintenance Organizational Chart

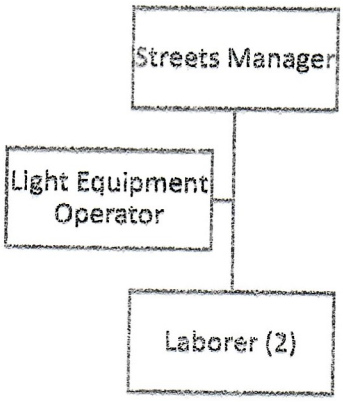


Roads and Streets

Responsibilities

The Roads and Streets Department maintains all of City-owned street in the City. Maintenance includes pothole patching, clearing pavement, ditches, and culverts, traffic sign and road marking repairs. The department also cuts growth on rights-of-way, pours concrete, and makes repairs to sidewalks. The Roads and Streets Department also operates as the Stormwater Department.

Roads and Streets Organizational Chart



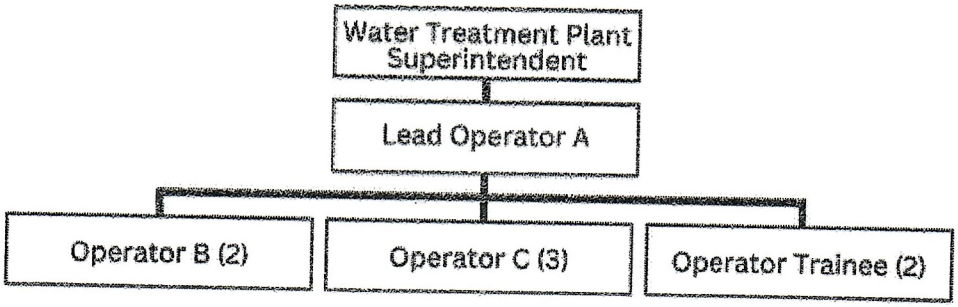
Utility Fund

Roles and Responsibilities

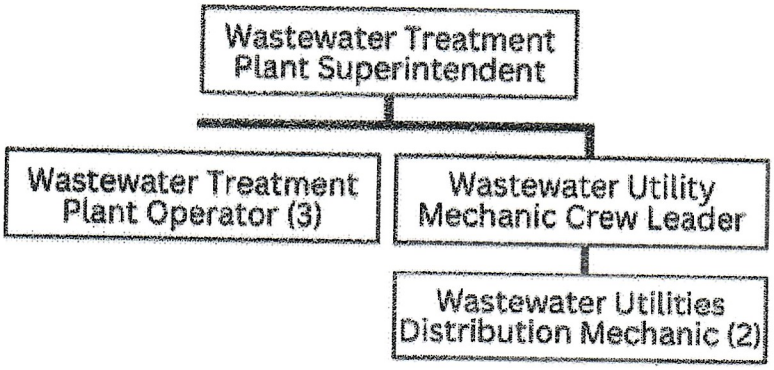
The Utility budget funds the Water and Wastewater Treatment Plant, Utilities Maintenance, and other related utility work. From producing safe drinking water to the proper removal of sewer water after flushing a toilet, these departments collectively work together to ensure the City's infrastructure delivers to its residents. Both water and wastewater treatment plants require a working knowledge of chemistry, regulations, and industry software. The City's Water Treatment Plant runs 24-hours, seven days a week. Utilities Maintenance conducts repairs and preventative maintenance on the City's lift stations, working around the clock and at a moment's notice to address time-sensitive blockages. In addition to service delivery, these departments must comply with strict regulations set by both State and Federal agencies, including the Florida Department of Environmental Protection.

Due to organizational restructuring in FY 2024-2025, former departments known as Water Transmission & Distribution, Sewer Collection, and Lift Station Maintenance have been *zeroed-out*, or no longer funded. Responsibilities have been absorbed by other departments. These department report to the City Engineer, who also serves as the Public Works Division Director.

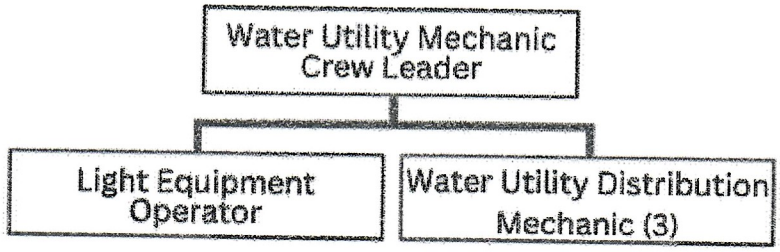
Water Treatment Plant Organizational Chart



Wastewater Treatment Plant Organizational Chart



Water Utility Crew Organizational Chart



Staff Report

City Commission Regular Meeting

December 11, 2025

To:	City Commission
From:	William Freeman, City Engineer/Public Works Administrator
Meeting Date:	December 11, 2025
Item Name:	Resolution 2025-93. A Resolution by the City Commission of the City of Flagler Beach, Florida, to award construction services to Sparks Concrete, LLC, for the street paving project on South Central Avenue; approving a project budget in the amount of $232,060.00; providing that this resolution supersedes and replaces resolution 2025-74 in its entirety; providing for funding, implementation, conflict, and an effective date.

Background:

The City of Flagler Beach has identified the need to resurface and pave designated City streets to improve roadway conditions, ensure public safety, and extend the service life of its transportation infrastructure.

With RFQ 2025-1806, the City Commission at their June 26, 2025, meeting approved the list of vetted vendors. The City's engineering staff has evaluated the proposed improvements and determined that the project is in the public interest and consistent with the City's capital improvement goals. City Staff reviewed and vetted the contracts and references and recommend that the City Commission award the Street Paving project to Sparks Concrete, LLC.

Fiscal Impact:

Funding for the Project will be drawn from the General Fund R&M Roadways plus the paving budget in the capital fund. The fee for the proposed service is $232,060.00.

Staff Recommendation:

Staff recommends approval of Resolution 2025-93, awarding the contract for Street Paving to Sparks Concrete, LLC, in the amount not to exceed $232,060.00, thereby repealing and replacing Resolution 2025-74.

Attachments:

1. 2025-93 S. Central Ave Paving
2. Quote for Street Paving, Sparks Paving to City of Flagler Beach
3. Construction Contract signed by Sparks Paving

publications, and/or may use the services of an employment consultant in soliciting applicants for such vacant positions.

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

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

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

SECTION III.4. Processing of applications.

(a) The city manager or his or her designee will review and consider all solicited applications for employment filed with the Human Resource Officer. The city may have any individual application or applications reviewed by department heads and subordinates as appropriate. The city may approve or disapprove applicants for employment taking into consideration the requirements of the position to be filled, the applicant and his/her qualifications and the interests of the city.

(b) The city may reject an application which indicates that the applicant does not possess one (1) or more of the requirements as specified in the announcement.

(c) Applications may also be rejected for the following reasons:

(1) The applicant has been convicted of a felony, or of a first degree misdemeanor which directly relates to the position sought.

(2) The applicant has made false statements of any fact in the application.

NOTE: Whether or not an applicant will be rejected under items (1) and (2) above will depend on the specific facts, including the nature of the offense, relevance to employment, the passage of time since the incident occurred, evidence of rehabilitation or other mitigating factors.

PERSONNEL POLICIES OF THE CITY OF FLAGLER BEACH

ARTICLE I.

SECTION I.1. Generally.

(a) The purpose of these personnel policies is to provide a general guide for the personnel administration of the City of Flagler Beach.

(b) It is the intent of these policies to assure fair treatment of all of the city employees in all aspects of personnel administration. These policies shall be carried out without regard to an employee's political affiliation, race, color, creed, national origin, religion, marital status, handicap, age or sex and with proper regard for an employee's privacy and rights as a citizen.

(c) All employees are at-will and serve at the pleasure of the city and no employee shall have any vested rights in his or her employment or in the practices and procedures set forth in these personnel policies except only by a specific written contract. It is the intent of the city to have a mutually beneficial relationship with each employee. Each employee should endeavor to improve his/her performance and skills to enable the city to offer quality service to the public and provide opportunities for advancement of employees.

(d) If any section, subsection or provision of these policies is found to be invalid by any court of competent jurisdiction, the ruling shall not affect the validity of any other section.

SECTION I.2. Positions covered.

a) These personnel policies cover most employees in the municipal government. Some positions are not covered due to their nature. Those positions are:

Mayor and commissioners
City manager
City attorney
Members of boards, commissions and committees
Seasonal and temporary positions
Volunteers.

(b) Positions governed by collective bargaining agreements are covered by those agreements and are not covered by these policies.

(c) Positions that are exempt under the Fair Labor Standards Act are covered by all provisions of these personnel policies except overtime policies.

(d) Personnel employed under the provisions of government programs or grants approved by the city commission or the city manager shall be considered as noncovered positions. Methods of appointment, rights and benefits will be determined by the city manager, unless otherwise specified by the governmental agreement.

I

St. Johns County Board of County Commissioners
Personnel Services

January 15, 2018

Barry University
Division of Enrollment Services
11300 N.E Second Ave
Miami Shores, Florida 33161-6695

RE: Employment Verification

Dear Mr. Fletcher:

This letter is to confirm that Bill Freeman, P.E currently works as the Chief Engineer for Facilities Management at St. Johns County local government with responsibility for the County's Facilities Construction and Maintenance divisions including oversight of the County's safety sensitive trades worker positions and the maintenance of the County's jail and criminal justice facilities. Mr. Freeman was hired January 2, 2013 and has been serving the County for four years now, most recently being promoted to the Chief Engineer position in June of 2017.

If you need further information, please feel free to contact me at 904-209-0638 or via email at sstanish@sjcfl.us.

Sincerely,

Stacey Stanish
Director, Administrative and Support Services

cc: Personnel File

Chief Engineer
Facility Management

CS2025-0005

Department: 0005	Classification: Exempt	Pay Grade: 23
Job Class: 2025	Workers Comp Code: 8810	EEO Category Code: 2
	Safety Sensitive: No	

This position is responsible for administering all aspects of construction, maintenance and repair for St. Johns County.

- Directs the process of construction, maintenance, and repair of County facilities from programming to project closeout. Phases include procurement, inspections, field investigations, approvals, notices, application for permits, contract development, as well as payment and reimbursement.
- Develops and manages the Construction and Building Maintenance program. Prepares project documents and packages specific to design, engineering, permitting, contracts, and bidding. Completes technical reviews of consultant work products. Negotiates fee proposals for engineering task orders; coordinates construction change orders. Reviews and approves invoices and pay requests.
- Is responsible for the personnel management of the Construction and Facilities Maintenance divisions. Hires, trains, assigns, directs, schedules, supervises, evaluates and disciplines personnel. Selects, supervises, and monitors contractor activity.
- Monitors projects and activities for compliance and adherence to contractual agreements, project specifications, site plans, building codes, corrective measures, and safety considerations, among others. Enforces warranties.
- Collaborates with the Facilities Management executive team regarding budget preparation, revenue and expenditure projections, strategic planning, departmental goals and objectives, new construction, building maintenance or repair, and capital improvement projects.
- Conducts pre-construction and pre-bid meetings. Represents the department and St. Johns County at related meetings and negotiations.
- Prepares and delivers public presentations for elected officials and the general public.
- Maintains a full-time presence on the job.
- Performs other duties as assigned.

- Knowledge of engineering principles, practices, materials and equipment.
- Knowledge of construction law, practices, principles, building codes and applicable regulations.
- Knowledge of contract negotiation and contract documents.
- Knowledge of generally accepted accounting principles and practices.
- Knowledge of management principles and practices.
- Knowledge of county master plan development principles.
- Knowledge of supervisory principles and practices.
- Knowledge of computers and job related software programs.
- Skill in project management.
- Skill in planning, organizing, directing and coordinating the work of personnel.
- Skill in the analysis of problems and the development and implementation of solutions.
- Skill in the preparation of clear and precise administrative reports.
- Skill in oral and written communication.

The Facility Management Director assigns work in terms of division goals and objectives. The supervisor reviews work through conferences, reports, and observation of division activities.

Guidelines include the County Administrative Code, the Florida Administrative Code, County Land Development codes, and local codes and ordinances and all other relevant agency regulations. These guidelines require judgment, selection and interpretation in application.

- The work consists of varied construction management, administrative, and supervisory duties. The need to coordinate activities with a wide variety of interested parties contributes to the complexity of the position.
- The purpose of this position is to manage the construction services and maintenance for the County. Success in this position contributes to the health, welfare, and safety of the county residents.

- Contacts are typically with department heads, other county employees, elected and appointed officials, business leaders, contractors, developers, vendors, and members of the general public.
- Contacts are typically to provide services; to give or exchange information; to resolve problems; to motivate or influence persons; or to justify, defend or negotiate matters.

- Working Conditions: Work has some exposure to environmental changes (e.g., outdoor weather and/or field conditions, warehouses, garages, etc.) or irate customers, extreme noises, odors, heights and/or dust.
- Risk/Safety Conditions: This position has some exposure or risk to physical health and/or physical safety (e.g., exposure to environmentally hazardous material, assault and battery, heavy equipment, communicable diseases, etc.). This position may require the use of Personal Protective Equipment (PPE) and may include completing and successfully passing medical evaluations or clearances.
- Essential Physical Activities: Stooping, sitting, crouching, walking, pulling and/or lifting heavy objects, grasping, hearing, seeing up close, seeing far away, kneeling, reaching, pulling, talking, standing, finger movement, repetitive motions, depth perception.

This position has supervisory responsibilities.

- Knowledge and level of competency commonly associated with the completion of a baccalaureate degree in a course of study related to the occupational field.
- Experience sufficient to thoroughly understand the work of subordinate positions to be able to answer questions and resolve problems, usually associated with five to eight years of related experience with at least five years of experience in a supervisory capacity. Five or more years of Commercial Building construction experience, preferred.
- Must possess and maintain certification as a Professional Engineer by the State of Florida. Licensed as General Contractor, preferred.
- Must possess and maintain a valid Florida driver's license and any other endorsements necessary to legally operate vehicles used while assigned to this position.
- Must possess good interpersonal and communication skills in order to serve others.
- Must be able to comprehend, speak and write the English language.
- Must be able to operate a computer.

EMPLOYEE SIGNATURE

By signing below, I agree and understand that I must be able to perform each responsibility set forth above to continue my employment with St. Johns County.

WILLIAM H. FREEMAN
(Print Name)

William H. Freeman
(Signature)

33475
(Employee number)

7/12/17
(Date)

DISCLAIMER

The information on this description has been designed to indicate the general nature and level of work performed by employees within this classification. It is not designed to contain or be interpreted as a comprehensive inventory of all duties, environmental conditions, or qualifications required of employees assigned to this position. This position may be required to work in a safety sensitive capacity at any time based on emergency declaration or other operational need. This document does not create an employment contract, implied or otherwise, other than an "at will" employment relationship. The employer reserves the right to edit or re-write this job description at any time.

St. Johns County is an equal opportunity employer and a Drug Free Workplace.

K

City of Flagler Beach

JOB TITLE: City Engineer

DIVISION: Public Works

SUMMARY: Responsible for administrative management, technical planning and review, and operational control of the City's infrastructure: water, wastewater, and streets/stormwater, including treatment facilities, collection and distribution systems, and associated equipment; sanitation; and buildings and grounds. Reports to the City Manager and leads several subordinate supervisors.

ESSENTIAL FUNCTIONS (Essential functions, as defined under the Americans with Disabilities Act, may include the following duties, knowledge, skills, and other characteristics. This list is ILLUSTRATIVE ONLY, and is not a comprehensive listing of all functions and tasks performed by incumbents of this class.):

DUTIES AND RESPONSIBILITIES *(not in any hierarchical order):*

- Leads personnel engaged in utilities activities, including operational tasks, infrastructure and equipment maintenance, and capital planning.
- Ensures compliance with regulatory permits, certifications, and other relevant documents to maintain public safety.
- Provides technical engineering advice regarding the operation and maintenance of all utilities facilities and equipment: treatment facilities, collection systems, transmission and distribution networks, and pump stations.
- Develops and manages a street improvement and maintenance plan.
- Manages capital improvement projects.
- Assists in the administration of Local Agency Program (LAP) projects as required.
- Develops standard operational procedures and emergency management plans, as required.
- Assists City staff with site plan development and review, specifically as related to utility design, services, and operation.
- Prepares and submits reports, including reports on utility activities or responses to requests for engineering data or technical opinions.
- Maintains contact with consulting engineers.
- Prepares and maintains recommended Department budget and controls expenditures from the approved annual budget.
- Represents and serves as City Manager when delegated in the absence of the City Manager.
- Performs other related duties as required and assigned.

KNOWLEDGE, SKILLS AND ABILITIES:

- Knowledge of engineering management and planning.
- Knowledge of the principles and practices of civil engineering as applied to public utilities.
- Knowledge of water, wastewater, and stormwater systems.
- Knowledge of coastal engineering principles.
- Knowledge of Local Agency Program (LAP) Management practices.

- Knowledge of municipal operations, public finance, and grant administration.
- Skill in prioritizing and managing multiple tasks and projects simultaneously.
- Ability to operate independently: evaluate information, make decisions, and coordinate programs efficiently.
- Ability to communicate (orally and written).
- Ability to present findings effectively to City Commissioners, City Manager, City staff, and the general public.

PHYSICAL REQUIREMENTS AND WORK ENVIRONMENT: Work involves sedentary to light work primarily in an office setting, including a frequent need to stand, stoop, walk, sit, lift light objects (up to 10 pounds). Duties will also require outside activities, including occasionally during severe or extreme weather (heat, floods, storms). The City of Flagler Beach promotes a drug/alcohol free work environment through the use of mandatory pre-employment, random, and/or reasonable suspicion drug testing.

MINIMUM QUALIFICATIONS: Graduation from an accredited college or university with a Bachelor's degree in Civil, Mechanical, Chemical, or Sanitary Engineering; or other appropriate job-related field. Possess at least seven (7) years' progressively responsible experience in a water, wastewater, or stormwater systems or environmental regulatory agency servicing a population of not less than 5,000, which includes at least three (3) years' experience in a supervisory capacity. Experience must include administrative, operational, and technical responsibilities in the water, wastewater, or stormwater fields. Registration as a Professional Engineer and possession of a valid State of Florida driver's license are required.

L



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

WILLIAM FREEMAN

City Engineer

CONTACT

PHONE:
386-965-0644

EMAIL:
bill@coastal-engineer.com

To Whom it May Concern:

I feel I am the perfect candidate for the Flagler Beach City Engineer. As a licensed Engineer, Licensed Contractor and Licensed Plans Examiner, I have over 20 years of design and construction experience. As an owner of a small business, I was responsible for making all final decisions, promptly. The key to making a good decision is based on knowledge of codes and regulations. Through my years in private practice, with St. Johns County and the Dept. of Defense, I have learned the value of keeping my chain of command in the loop on all decision making, no matter how simple. I understand the importance of how decisions can affect employees, the public, and elected officials. I would love the opportunity to use my experience to help the city of Flagler Beach with various projects and finding new ways to reduce the cost of construction and maintenance. I completed my Masters of Public Administration in an effort to increase my understanding of local governments and how they work. I look forward to our interview.

Sincerely,

William H. Freeman, P.E., MPA

WILLIAM H. FREEMAN

3210 Cross Creek Place
St. Augustine, Florida 32086
(386) 965-0644
bill@coastal-engineer.com

OBJECTIVE

Seek a position as the Flagler Beach City Engineer

EMPLOYMENT

BITUMINOUS RESEARCH TECHNICIAN — 1992-1994
Florida Department of Transportation — *Gainesville, Florida*

Performed asphalt mix designs with various gradations and admixtures. Tested mix designs using vibratory compactor, recorded data, analyzed results, reported on findings, inspected and supervised field application of experimental mix designs on test sections of roadway, obtained core samples for quality control, implemented changes to design based on performance. Compiled data into a report, including spreadsheets, graphs and charts for submittal to the University of Florida.

STRUCTURES/ROADWAY ENGINEER — 1994 - 2000
Professional Engineering Consultants, Inc. — *Lake City, Florida*

Served as structural design team member. Produced all working computer aided drawings for various roadway and bridge structures. Coordinated roadway and bridge alignments based on survey data. Completed quantity and cost estimates for roadway and bridge structures. Inspected bridges for local governments and developed repair strategies and coordinated with county officials. Provided post design services and supervised construction of bridge repair by consultants for quality assurance. Participated in design presentations to FDOT and county officials.

GEOTECHNICAL ENGINEER — 2000 - 2001
Florida Department of Transportation, District II — *Lake City, Florida*

Served as project manager for geotechnical department. Reviewed roadway and bridge plans for compliance with FDOT standards. Analyzed calculations and geotechnical data and recommended foundation designs for roadways and bridges. Designed retaining walls and performed slope stability analysis for bridge embankments. Supervised drilling crews obtaining core samples for roadway and bridge projects. Supervised cadd production plans and reports. Inspected construction per contractor pay items and verify work performed is in compliance with plans and specifications. Provided annual review of each subordinate, promoted those meeting specified goals. Approved all requests for leave, established goals and milestones for employees to receive merit pay. Addressed any grievances and resolved them quickly.

PRESIDENT /PRINCIPAL — 2001 - 2013
Freeman Design Group, Inc. — *Lake City/St. Augustine, Florida*

Owned and operated a full-service design/build company. Responsibilities include administration, employee supervision, budgetary planning and human resources. Projects range from residential to commercial, and industrial projects. Responsible for coordination and completion of stormwater management systems, FDOT driveway access management, maintenance of traffic, transportation planning, DOH permitting for commercial septic systems, site planning, roadway design, shop drawing review, utility, water and sewer design, coastal construction permitting with FDEP. Worked closely with municipal planning departments for compliance with Land Development Codes. Conducted public meetings for rezoning and

presented issues to planning and zoning boards and board of county commissioners or city council. Construction responsibilities include the following: subcontractor scheduling, cost estimating, independent building code inspections, field supervision, disbursement of monies, contract administration. Materials Testing responsibilities include subsurface soil investigations, foundation and roadway base recommendations, field sampling of aggregate for testing and quality control on roadways. Directly supervised other engineers and their work. Checked all work for quality control and quality assurance. Rejected work not meeting my standards. Supervised subordinate's growth within the company, provided annual review of each subordinate, promoted those meeting specified goals. Approved all requests for leave, established goals and milestones for employees to receive merit pay. Addressed any grievances and resolved them quickly to avoid distractions in the workplace.

COMMERCIAL PLANS EXAMINER — 2013 - 2015
St. Johns County Building Dept. — *St. Augustine Florida*

Team member for Building department. Reviewed commercial building plans for compliance with various Florida Statutes, Building, Electrical, Mechanical and Plumbing Codes. Assisted consultants with project issues to come up with solutions. Addressed public concerns and resolved building code enforcement issues. Met with various clients for conflict resolution and demonstrated how to negotiate the permitting requirements. Provided issues reports to applicants to address deficiencies in the plans.

CONSTRUCTION SUPERINTENDENT /CHIEF ENGINEER — 2015 - 2018
St. Johns County, Facilities Management — *St. Augustine Florida*

Managed operations for both Construction Services and facilities maintenance. Provided contract management including negotiation, vendor selection and performance for maintenance projects and capital improvement projects of all St. Johns County facilities. Provided project design, engineering, specifications, contract administration and project management for outsourced and in-house maintenance projects on all County owned facilities. Prepared annual budget and presented budgets at administrator's hearings. Managed contracts, invoices, and expenditures for the department budget. Developed in-house design services to support other departments. Coordinated design and construction with all other departments and managed the project budget and schedule. Conducted regularly scheduled construction meetings and submitted progress reports. Supervised managers for Facilities Maintenance and the Sheriff's Maintenance, including training, assigning tasks, and discipline. Prepared reports and cost estimates for various projects and presented them to administration, the Board of County Commissioners, and the public. Reviewed Computerized Maintenance Management System reports to ensure work orders were being created properly and all preventative maintenance was being scheduled.

CHIEF ENGINEER OF CAPITAL IMPROVEMENTS — 2018 - 2021
St. Johns County, Pubic Works — *St. Augustine Florida*

Directed the operations of Construction Services. Provided project planning, design, engineering, specifications, contract administration and project management for capital improvement projects, countywide including buildings, lift stations, utilities and drainage. Prepared annual budget and managed contracts, invoices, and expenditures for the department. Developed in-house design services to support other departments. Coordinate design and construction with all other departments and managed the project budget and schedule. Draft and submit rezoning and comprehensive plan amendments for various county projects. Attended public speaking engagements to respond to public questions and concerns. Prepared reports and cost estimates for various projects and presented them to administration, the Board of County Commissioners, and the public. Conduct public meetings to inform the public of upcoming construction projects and how it might impact them. Directly supervised other engineers and their work. Checked all work for quality control and quality assurance. Rejected work not meeting my standards. Supervised subordinate's growth within the company, provided annual review of each subordinate, promoted

UNDER

BILL BUILDINGS
CIVIL

4 OTHER EMPLOYEES

those meeting specified goals. Approved all requests for leave, established goals and milestones for employees to receive merit pay. Addressed any grievances and resolved them quickly.

CHIEF ENGINEER — 2021 - 2022
St. Johns County, Disaster Recovery — *St. Augustine Florida*

Managed construction projects for Disaster Recovery Department. The projects are funded by a HUD, CDBG grant in response to Hurricane Matthew. Provided contract administration and project management for drainage improvements, a waste water treatment plant expansion, residential rehabilitation/reconstruction projects, countywide and two multi-family projects. Prepared budget tracking and progress reports for submittal to the Department of Economic Opportunity. Maintained program documents for annual audits. Performed regular inspections for compliance with plans and specifications. Held contractors accountable for performance of work. Directly supervised other contractors and their work. Checked all work for quality control and quality assurance. Rejected work not meeting my standards. Supervised subordinate's growth within the company, provided annual review of each subordinate, promoted those meeting specified goals. Approved all requests for leave, established goals and milestones for employees to receive merit pay. Addressed any grievances and resolved them quickly.

SUPERVISORY CIVIL ENGINEER — 2022 - CURRENT
Dept. of Defense-Construction Management and Facility Office — *St. Augustine Florida*

Responsible for planning, organizing, directing and coordinating personnel for design, construction and maintenance of various military installations throughout the state of Florida. Inspect facilities to identify problems, issues, needs and track assets using Computerized Maintenance Management System software. Responsible for the planning and programming of new military facilities and provide oversight of architect/engineer selections and contractor selections. Project range from new stand-along armory facilities to water and sewer upgrades, including SCADA at Camp Blanding. Provide updates and technical reports to leadership, tracking the progress and budgets of each project. Act as the liaison between the federal government and the state of Florida for the proper implementation of the cooperative agreement to ensure federal guidelines are being met, for proper reimbursement to the State of Florida.

Education and Licensure

MASTER OF PUBLIC ADMINISTRATION — 2017 - 2018
Barry University — *Miami Shores, Florida*

B.S. CIVIL ENGINEERING — 1990 - 1994
University of Florida — *Gainesville, Florida*

ENGINEERING. — 1987 - 1990
University of North Florida — *Jacksonville, Florida*

HIGH SCHOOL DIPLOMA — 1983 - 1987
St. Joseph Academy — *St. Augustine, Florida*

EI# 600027 Oct. 1993; Florida Registered Professional Engineer, PE# 56001 July, 2000
Certified Building Contractor, FL. #CBC 060026
Licensed Plans Examiner – PX3493
International Facilities Management Association – FMP certification
FDOT Maintenance of Traffic Certified
State of Florida (Dept. of Health) Radioactive Materials License
Nuclear Gauge Safety Training and Hazmat certification
ACI – Concrete Field Testing Technician (Grade 1) certification

ACI – Aggregate Base Testing Technician certification
ACI – Aggregate Testing Technician certification
ACI – Concrete Strength Testing Technician (Level 1) certification
ACI – Concrete Lab Testing Technician (Level 1) certification

EXTRA CURRICULAR ACTIVITIES

- Served on the board for Stephen Foster Citizen's Support Organization, a 501-c3, for a period of 5 years with 3 of those years as the treasurer.
- Currently serve as the vice president of the Republican Club of Greater St. Augstine.

SKILLS

- Knowledge in Cad Programs such as Microstation and Auto Cad
- Knowledge of Microsoft Office Suite: Word, Excel, Powerpoint, Access and Outlook
- Knowledge of construction techniques from light construction to heavy construction.
- Knowledge of FDOT and Florida Greenbook standards.
- Knowledge of Growth Management practices and principles.
- Familiar with Land Development Regulations.
- Knowledge of permitting with local, state and federal agencies.
- Ability to relate with the public as well as elected officials when discussing project objectives.
- Knowledge of grant implementation

M

City of Flagler Beach

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

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

May 10, 2024

William Freeman
3210 Cross Creek Place
St. Augustine, Florida 32086

Dear Mr. Freeman:

The City of Flagler Beach is pleased to extend you an offer of full-time employment in the position of City Engineer. Your annual salary will be $160,000.00 paid biweekly and your start date is June 3, 2024.

Per City policy, your employment is contingent upon your agreement to submit to, and satisfactorily pass a pre-placement physical examination, and background investigation. Flagler Beach is a drug-free workplace. The physical exam is performed to ensure no pre-existing physical or mental conditions exist that would prevent you from performing the essential functions of the position. A background check will be conducted in accordance with State and Federal laws, thus assuring there are no past or present issues that would disqualify you from employment with the City. You will be on probationary status for at least six months.

On behalf of the staff of the City of Flagler Beach, I want to welcome you as the newest member of our team. We look forward to working together to make our City government the best that it can be.

Sincerely,

Dale L. Martin
City Manager

N

STAFF PERFORMANCE EVALUATION

[This form, and any attachment, shall become part of the Employee's official personnel record]

Employee Name: FREEMAN, William Date of Review: Sep 30, 2024

Job Title: City Engineer Department: Public Works

Purpose: ■ Probationary ☐ Annual ☐ Disciplinary ☐ Exit

JOB DESCRIPTION The Employee and the Evaluator must review the current specific job description as part of this evaluation to ensure consensus and accuracy of the expected duties and responsibilities. The job description should be attached to this evaluation and proposed amendments (or lack thereof) should be noted by both the Employee and the Evaluator.

EVALUATION CRITERIA The evaluation is comprised of two ratings: Performance Ratings and Importance Levels.

Performance Rating

- Indicate the Employee's performance of the specific job duties and utilization of knowledge, skills, and abilities during the evaluation period by marking the appropriate box.
- Criteria listed for each rating are provided for guidance: an employee does not need to satisfy every condition to receive that rating. Appropriate supervisory judgment should be used for each rating.
- Supportive comments, especially for extreme ratings, should be provided.
- The following table summarizes the general description for each Performance Rating:

5	**Outstanding**- This rating is given to an employee who consistently does far more than expected for the position held. Numerous objective examples that support the rating are easily identified.
4	**Exceeds Expectations**- This rating is given to an employee who consistently does more than expected for the position. Rating should be easily supported by several objective examples of going beyond job requirements.
3	**Meets Expectations**- This rating is given to an employee who has consistently and fully satisfied the high-performance expectations for the specific duties related to the appropriate job description.
2	**Improvement Needed**- This rating is given to an employee who did not consistently meet performance expectations for the specific duties related to the appropriate job description. Rating should be supported by specific examples.

Importance Level

- These ratings are used to provide and demonstrate key aspects of the Employee's position.
- Assign an Importance Level for each Factor as follows:
  - For *non-supervisory* positions (seven Performance Factors), assign two Importance Levels of '4', two Importance Levels of '3', and three Importance Levels of '2'.
  - For *supervisory* positions (nine Performance Factors), assign two Importance Levels of '4', three Importance Levels of '3', and four Importance Levels of '2'.
- The following table summarizes the general description for each Importance Level:

4	**Critically Important**- This level would have a critical impact on overall Employee performance. Wrong decisions and errors associated with this Factor are felt across the entire organization to a significant extent. No direct supervision or oversight is normally provided.
3	**Very Important**- This level would have a significant impact on overall Employee performance. Wrong decisions and errors are felt in several other departments. Little direct supervision or oversight is normally provided.
2	**Important**- This level would have an impact on overall Employee performance. Wrong decisions or errors typically affect own department. Moderate direct supervision or oversight is normally provided.

To calculate the Performance Evaluation score, multiply the Performance Rating and the Importance Level for each Performance Factor, and then add the products of all Performance Factors. The Performance Evaluation score is compared to the appropriate scale (Non-Supervisory or Supervisory).

Optional supporting comments can be provided with Key Objectives and Job Tasks. If necessary, Areas for Improvement should be documented. Goals (including specific metrics by which to determine success) must be described and acknowledged by the Employee.

PERFORMANCE FACTORS The Performance Factors included as part of this Performance Evaluation are:

- Completing Tasks
- Initiative and Innovation
- Job Knowledge
- Security/Safety Compliance
- Diversity
- Cooperation and Customer Service
- Teamwork
- Resource Management (Supervisory only)
- Supervision and Leadership (Supervisory only)

Completing Tasks • *Work Quality*- The degree to which the Employee meets acceptable standards including accurate, neat, and thorough work; the need to re-do work; the orderliness of the workplace. • *Work Quantity*- The Employee's level of productivity/output and timeliness of work consistent with established standards; makes good use of time.	
5	Consistently produces work of highest quality, rarely makes errors. Consistently exceeds productivity requirements. Consistently completes work ahead of schedule. Seeks additional tasks. Recognized by co-workers as a "peak performer."
4	Produces high quality work. Makes few errors. Completes most work tasks ahead of schedule. Above average output level.
3	Produces acceptable work with minimal errors. Meets basic productivity requirements. Meets deadlines. Meets production goals.
2	Produces marginally acceptable or unsatisfactory work. Makes more than an average number of errors. Below basic productivity requirements in some areas. Occasionally misses deadlines. Marginal output level.
Comments	

Performance:		*Importance:*	3	*Total:*	

Initiative and Innovation • A measure of the amount of direct supervision the Employee requires.	
5	Constantly exhibits independent action and resourcefulness. Exercises outstanding judgment on knowing when to seek guidance from supervisory. Highly motivated worker. Requires little or no direction or supervision, even on non-routine assignments. Exceptional contributions to efficient operation of unit. Consistently seeks ways to improve work methods. Offers constructive and detailed positive suggestions.
4	Frequently exhibits independent action and resourcefulness. Exercises good judgment on knowing when to seek guidance from supervisor. Above average worker. Requires less than normal direction and supervision, even on non-routine assignments. Develops methods for streamlining operations. Frequently provides constructive suggestions.
3	Generally, demonstrates independent action with minimal supervision. Dependable worker. Requires normal direction and supervision. Requires assistance with non-routine assignments. Develops better methods of completing work. Occasionally provides constructive suggestions.
2	Occasionally requires prompting by supervisor to take actions required by the job. Requires frequent supervisor attention. Requires more than normal direction and supervision to complete assignments. Less effective completion of work than average worker. Rarely provides constructive suggestions.
Comments	

Performance:		*Importance:*	4	*Total:*	

Job Knowledge • Employee understands job duties and responsibilities and can accomplish those duties for satisfactory job performance. Understands the organization's policies, procedures, goals, and purpose as required for the job.	
5	Demonstrates exceptional knowledge and skills in the most complex aspects of the job. Has completely mastered own job duties and responsibilities and all related areas.
4	Demonstrates better-than-average knowledge and skills in handling complex job duties. Is very knowledgeable of own job duties and responsibilities and is familiar with some related areas.
3	Demonstrates adequate knowledge and skills to perform job duties. Has enough knowledge to perform job satisfactorily. Needs some coaching on complex areas.
2	Demonstrates insufficient knowledge and skills in some areas of job duties. Has limited knowledge of own job duties and responsibilities. Requires coaching on routine areas.
Comments	

Performance:		*Importance:*	2	*Total:*	

Security/Safety Compliance • Adheres to security and safety rules and regulations. Completes required security and safety training. Maintains a safe and secure work environment. Employee's work practices meet health, safety, physical security, and information security requirements.	
5	Constantly looks for potential security and safety issues in the work area. Makes recommendations for improving the physical security and information security for areas of responsibility. Takes actions to prevent injuries to employees.
4	Demonstrates a high level of concern for the security (information and physical) and safety of others as well as own. Strives to keep area free of safety hazards. Has had no incidents during the evaluation period.
3	Adheres to all work area security and safety guidelines. Acts promptly on potential security violations and safety hazards. No lost-time injuries during the period of this review.
2	Low concern for security and safety. Fails to act promptly on potential security violations and safety hazards.
Comments	

Performance:		*Importance:*	2	*Total:*	

Diversity • Behavior that demonstrates respect and value for individual differences. Builds a climate of openness and inclusiveness.	
5	Works diligently to foster an open and inclusive environment. Actively involved in diversity initiatives. Always displays behavior that respects and values individual differences.
4	Provides support for an open and inclusive environment. Encourages diversity initiatives. Frequently displays behavior that respects and values individual differences.
3	Contributes to promoting an open and inclusive environment. Participates in diversity initiatives. Generally, displays behavior that respects and values individual differences.
2	Occasionally must be encouraged to demonstrate support for a diverse and inclusive environment. Sometimes fails to display behavior that respects and values individual differences.
Comments	

Performance:		*Importance:*	2	*Total:*	

Cooperation and Customer Service • Actions that demonstrate courtesy and display a desire to work with co-workers and customers and how well the Employee represents the City of Flagler Beach.	
5	Constantly anticipates and meets the needs of customers. Always communicates and works well with co-workers and customers. Excels in open communication skills. Promotes a supportive work environment. Always treats others with dignity and respect. An outstanding representative of the City.
4	Frequently anticipates the needs of customers. Generally, communicates and works well with co-workers and customers. Fosters open communication. Encourages others to contribute to the success of the City. Demonstrates how others should be treated with dignity and respect. Respected representative of the City.
3	Meets customer needs. Communicates and works acceptably with customers and co-workers. Demonstrates acceptable communication skills. Treats people with respect and dignity. Effectively represents the City.
2	Occasionally fails to meet customer needs. Some complaints from co-workers and customers on communication skills with others. Sometimes does not treat others with dignity and respect. Does not always represent the City well.
Comments	

Performance:		*Importance:*	3	*Total:*	

Teamwork • Ability to assist and/or direct colleagues in a collective effort to accomplish results through cohesive actions of the City staff.	
5	Inspires others to excel. Leads by example. Makes timely and productive decisions. Uses resources wisely. Provides direction and creates an environment that results in the highest level of staff achievement.
4	Encourages the development of others. Promotes departmental initiatives. Makes effective decisions. Uses most resources wisely. Provides a role model and enhances the level of staff achievement.
3	Makes good decisions. Generally, uses resources wisely. Interacts effectively and contributes to overall staff results.
2	Makes some poor work decisions. Occasionally misuses or wastes resources. Some participation and little support of broader staff efforts.
Comments	

Performance:		*Importance:*	3	*Total:*	

ADDITIONAL FACTORS FOR SUPERVISORY EMPLOYEES ONLY:

Resource Management • Organizing self and environment for appropriate uses of resources. Resources include budget, employees, equipment, facilities, etc.	
5	Consistently establishes and communicates important work priorities to employees and immediate supervisor. Frequently identifies and implements actions to ensure that financial resources used are less than budgeted. Accurately forecasts resource needs beyond the current budget year.
4	Frequently establishes and communicates important work priorities to employees and immediate supervisor. Monitors resources to ensure financial resources used are less than budgeted. Occasionally identifies cost savings opportunities. Accurately forecasts and schedules resource needs within the current budget year.
3	Works with immediate supervisor to establish work priorities. Communicates work priorities to employees as appropriate. Monitors resources to maintain cost within budgeted amounts. Schedules resource needs to meet daily work requirements.
2	Establishment and communication of work priorities needs improvement. Resource utilization planning does not meet expectations for the job.
Comments	

Performance:		*Importance:*	2	*Total:*	

Supervision and Leadership • Utilizing the behaviors that are essential to effective leadership and supervision.	
5	Recognized by superiors, peers, and employees as superior in establishing open communication and climate of collaboration and cooperation. Routinely coaches and trains employees for advancement. Provides accurate and frequent feedback. Creates an employee development plan for each supervised employee. Always takes the initiative to identify and deal directly with problem situations and potential crises. Effectively uses the discipline process to improve employee performance.
4	Recognized by employees for establishing open communication and climate of collaboration and cooperation. Frequently coaches and trains employees for advancement. Provides accurate and frequent feedback. Creates an employee development plan for each supervised employee. Often takes the initiative to identify and deal directly with problem situations and potential crises. Initiates the discipline process appropriately to improve employee performance without coaching.
3	Encourages open communication and climate of collaboration and cooperation. Coaches and trains employees in the performance of job duties and requirements. Identifies and communicates areas for improvement for each supervised employee. Identifies and deals directly with problem situations and potential crises as they arise. Initiates and uses the discipline process for employee performance improvement with minimal coaching.
2	Communication style and climate of working with other needs improvement. Rarely provides coaching, training, or feedback to supervised employees. Requires prompting to deal with problem situations and potential crises. Does not effectively use the discipline process for performance improvement.
Comments	

Performance:		*Importance:*	4	*Total:*	

KEY OBJECTIVES AND JOB TASKS (optional; attached additional pages if necessary)

Job Duty/Objective/Goal (provide description)
Evidence of performance

Job Duty/Objective/Goal (provide description)
Evidence of performance

Job Duty/Objective/Goal (provide description)
Evidence of performance

AREAS FOR IMPROVEMENT

Description
Employee comments

Description
Employee comments

GOALS FOR NEXT EVALUATION PERIOD

Goal Develop and implement a plan for regular clearance/maintenance of rights-of-way vegetation (streets, alleys, and sidewalks, [where appropriate]).
Metric Draft plan submitted to City Manager by no later than October 31 and monthly report of activity presented to the City Manager by no later than the third Thursday each month.

Goal Acquire and implement pavement management software to develop road maintenance plan.
Metric Selected software acquired by no later than Nov 27, 2024 and pavement condition survey completed by no later than Feb 28, 2025.

Goal Determine path forward and funding options for Wastewater Treatment Plant upgrade/expansion.
Metric Draft plan and funding options presented to City Manager by no later than Dec 31, 2024

REVIEWER COMMENTS

Mr. Freeman has brought a new sense of professionalism and experience as the City Engineer. That position has been vacant/underperforming for several years, leading to, at best, a disjointed effort for significant City infrastructure projects: Wastewater Treatment Plant, stormwater mitigation, and streets maintenance planning. With the appointment of Mr. Freeman and his direct oversight of several departments, the accountability of those departments, especially the associated Directors, will be held to a markedly higher standard. Mr. Freeman will be challenged to recruit and forge a staff that demonstrates and values initiative, pride, and diligence in their efforts. Mr. Freeman has the capability to provide forthright assessments to address neglected aspects of City operations- the City Commission and the community have already demonstrated confidence in his ability to examine and implement long-term planning and strategies to enhance the quality of life in this community. I look forward to working with Mr. Freeman this year and many more following.

OVERALL RATING

	Outstanding	Exceeds Expectations	Meets Expectations	Improvement Needed
Evaluation Rating	☐	☒	☐	☐
Non-Supervisory Point range	100-93 (and no Performance rated '2' or '3')	92-74 (and no Performance rated "2')	73-51	50 or less
Supervisory Point Range	125-113 (and no Performance rated '2' or '3')	112-88 (and no Performance rated '2')	87-62	61 or less

PERFORMANCE RATING SCALE
Outstanding- Exceptional performer. Clearly unique. Results obtained are far above job expectations. Makes significant contributions well beyond job responsibilities.
Exceeds Expectations- Performance results which clearly and consistently exceed the major responsibilities of the job. Makes contributions beyond job responsibilities.
Meets Expectations- Employee's performance consistently meets or to some extent exceeds expectations. Employee's work was fully effective, reliable, and of good quality. Describes acceptable performance.
Improvement Needed- Employee does not consistently meet all of the standards of performance. Improvement in performance needed. Requires more than expected supervision.

EMPLOYEE COMMENTS

Coming into a small, tight nit community can have many challenges, especially when an engineer was not on staff for several years. I look forward to shaping the engineering department as I see fit, in order to implement some of the many needed improvements to the city's infrastructure. I have found many competent staff members on board who I will continue to rely on their expertise as we develop the schedules and priority lists for our upcoming projects. If you come across any areas in my performance where you see a deficiency, please do not hesitate to discuss with me so that I can immediately address any concerns and keep the ship on the right course. Thank you for allowing me the opportunity to prove my worth.

RATER COMMENTS (IF APPROPRIATE)

ACKNOWLEDGEMENT

I understand that my signature indicates ONLY that I have received and discussed this Performance Evaluation with my supervisor: my signature does not necessarily mean that I agree with the evaluation's content. I understand that I may attach written comments, if desired, related to my job performance for the evaluation period. If comments are attached, both the Employee (_____) and the Supervisor (_____) must provide initials.

William H. Freeman — Employee's signature

Sept. 27, 2024 — Date

Supervisor's signature

September 30, 2024 — Date

STAFF PERFORMANCE EVALUATION

[This form, and any attachment, shall become part of the Employee's official personnel record]

Employee Name: FREEMAN, William Date of Review: Sep 26, 2025

Job Title: City Engineer Department: Public Works

Purpose: ☐ Probationary ■ Annual ☐ Disciplinary ☐ Exit

JOB DESCRIPTION The Employee and the Evaluator must review the current specific job description as part of this evaluation to ensure consensus and accuracy of the expected duties and responsibilities. The job description should be attached to this evaluation and proposed amendments (or lack thereof) should be noted by both the Employee and the Evaluator.

EVALUATION CRITERIA The evaluation is comprised of two ratings: Performance Ratings and Importance Levels.

Performance Rating

- Indicate the Employee's performance of the specific job duties and utilization of knowledge, skills, and abilities during the evaluation period by marking the appropriate box.
- Criteria listed for each rating are provided for guidance: an employee does not need to satisfy every condition to receive that rating. Appropriate supervisory judgment should be used for each rating.
- Supportive comments, especially for extreme ratings, should be provided.
- The following table summarizes the general description for each Performance Rating:

5	**Outstanding**- This rating is given to an employee who consistently does far more than expected for the position held. Numerous objective examples that support the rating are easily identified.
4	**Exceeds Expectations**- This rating is given to an employee who consistently does more than expected for the position. Rating should be easily supported by several objective examples of going beyond job requirements.
3	**Meets Expectations**- This rating is given to an employee who has consistently and fully satisfied the high-performance expectations for the specific duties related to the appropriate job description.
2	**Improvement Needed**- This rating is given to an employee who did not consistently meet performance expectations for the specific duties related to the appropriate job description. Rating should be supported by specific examples.

Importance Level

- These ratings are used to provide and demonstrate key aspects of the Employee's position.
- Assign an Importance Level for each Factor as follows:
  - For *non-supervisory* positions (seven Performance Factors), assign two Importance Levels of '4', two Importance Levels of '3', and three Importance Levels of '2'.
  - For *supervisory* positions (nine Performance Factors), assign two Importance Levels of '4', three Importance Levels of '3', and four Importance Levels of '2'.
- The following table summarizes the general description for each Importance Level:

4	**Critically Important**- This level would have a critical impact on overall Employee performance. Wrong decisions and errors associated with this Factor are felt across the entire organization to a significant extent. No direct supervision or oversight is normally provided.
3	**Very Important**- This level would have a significant impact on overall Employee performance. Wrong decisions and errors are felt in several other departments. Little direct supervision or oversight is normally provided.
2	**Important**- This level would have an impact on overall Employee performance. Wrong decisions or errors typically affect own department. Moderate direct supervision or oversight is normally provided.

To calculate the Performance Evaluation score, multiply the Performance Rating and the Importance Level for each Performance Factor, and then add the products of all Performance Factors. The Performance Evaluation score is compared to the appropriate scale (Non-Supervisory or Supervisory).

Optional supporting comments can be provided with Key Objectives and Job Tasks. If necessary, Areas for Improvement should be documented. Goals (including specific metrics by which to determine success) must be described and acknowledged by the Employee.

PERFORMANCE FACTORS The Performance Factors included as part of this Performance Evaluation are:

- Completing Tasks
- Initiative and Innovation
- Job Knowledge
- Security/Safety Compliance
- Diversity
- Cooperation and Customer Service
- Teamwork
- Resource Management (Supervisory only)
- Supervision and Leadership (Supervisory only)

Completing Tasks	
• *Work Quality*- The degree to which the Employee meets acceptable standards including accurate, neat, and thorough work; the need to re-do work; the orderliness of the workplace. • *Work Quantity*- The Employee's level of productivity/output and timeliness of work consistent with established standards; makes good use of time.	
5	Consistently produces work of highest quality, rarely makes errors. Consistently exceeds productivity requirements. Consistently completes work ahead of schedule. Seeks additional tasks. Recognized by co-workers as a "peak performer."
4	Produces high quality work. Makes few errors. Completes most work tasks ahead of schedule. Above average output level.
3	Produces acceptable work with minimal errors. Meets basic productivity requirements. Meets deadlines. Meets production goals.
2	Produces marginally acceptable or unsatisfactory work. Makes more than an average number of errors. Below basic productivity requirements in some areas. Occasionally misses deadlines. Marginal output level.
Comments Mr. Freeman exceeds the acceptable standards of quality, preparing detailed descriptions and plans for Public Works projects. He also is highly productive, especially given the range of responsibilities as the City Engineer: discovering and correcting neglected infrastructure, enhancing City aesthetics, and managing diverse projects.	

Performance:	4	*Importance:*	3	*Total:*	12

Initiative and Innovation	
• A measure of the amount of direct supervision the Employee requires.	
5	Constantly exhibits independent action and resourcefulness. Exercises outstanding judgment on knowing when to seek guidance from supervisory. Highly motivated worker. Requires little or no direction or supervision, even on non-routine assignments. Exceptional contributions to efficient operation of unit. Consistently seeks ways to improve work methods. Offers constructive and detailed positive suggestions.
4	Frequently exhibits independent action and resourcefulness. Exercises good judgment on knowing when to seek guidance from supervisor. Above average worker. Requires less than normal direction and supervision, even on non-routine assignments. Develops methods for streamlining operations. Frequently provides constructive suggestions.
3	Generally, demonstrates independent action with minimal supervision. Dependable worker. Requires normal direction and supervision. Requires assistance with non-routine assignments. Develops better methods of completing work. Occasionally provides constructive suggestions.
2	Occasionally requires prompting by supervisor to take actions required by the job. Requires frequent supervisor attention. Requires more than normal direction and supervision to complete assignments. Less effective completion of work than average worker. Rarely provides constructive suggestions.
Comments Mr. Freeman, in part due to his separate work location from City Hall, requires minimal direct supervision. He is eager to pursue, develop, and complete projects in a community that has been otherwise stagnant, if not disappointed, in previous efforts. He contributes greatly to the improved operation of the Public Works Division.	

Performance:	5	*Importance:*	4	*Total:*	20

Job Knowledge • Employee understands job duties and responsibilities and can accomplish those duties for satisfactory job performance. Understands the organization's policies, procedures, goals, and purpose as required for the job.	
5	Demonstrates exceptional knowledge and skills in the most complex aspects of the job. Has completely mastered own job duties and responsibilities and all related areas.
4	Demonstrates better-than-average knowledge and skills in handling complex job duties. Is very knowledgeable of own job duties and responsibilities and is familiar with some related areas.
3	Demonstrates adequate knowledge and skills to perform job duties. Has enough knowledge to perform job satisfactorily. Needs some coaching on complex areas.
2	Demonstrates insufficient knowledge and skills in some areas of job duties. Has limited knowledge of own job duties and responsibilities. Requires coaching on routine areas.
Comments Mr. Freeman has extensive professional engineering experience. His knowledge of utility systems has expanded significantly since his assumption of duties, which has benefitted the City to address the infrastructure needs. He is also becoming more familiar with the activities within the Planning and Building Code Inspection Departments.	

Performance:	4	*Importance:*	2	*Total:*	8

Security/Safety Compliance • Adheres to security and safety rules and regulations. Completes required security and safety training. Maintains a safe and secure work environment. Employee's work practices meet health, safety, physical security, and information security requirements.	
5	Constantly looks for potential security and safety issues in the work area. Makes recommendations for improving the physical security and information security for areas of responsibility. Takes actions to prevent injuries to employees.
4	Demonstrates a high level of concern for the security (information and physical) and safety of others as well as own. Strives to keep area free of safety hazards. Has had no incidents during the evaluation period.
3	Adheres to all work area security and safety guidelines. Acts promptly on potential security violations and safety hazards. No lost-time injuries during the period of this review.
2	Low concern for security and safety. Fails to act promptly on potential security violations and safety hazards.
Comments Mr. Freeman is very conscientious about job site safety. He actively oversees complex job sites and immediately addresses shortcomings (example: trench safety during water main repairs). No safety incidents or injuries were reported during the year that could be attributed to inattention or ineffective training.	

Performance:	4	*Importance:*	2	*Total:*	8

Diversity • Behavior that demonstrates respect and value for individual differences. Builds a climate of openness and inclusiveness.	
5	Works diligently to foster an open and inclusive environment. Actively involved in diversity initiatives. Always displays behavior that respects and values individual differences.
4	Provides support for an open and inclusive environment. Encourages diversity initiatives. Frequently displays behavior that respects and values individual differences.
3	Contributes to promoting an open and inclusive environment. Participates in diversity initiatives. Generally, displays behavior that respects and values individual differences.
2	Occasionally must be encouraged to demonstrate support for a diverse and inclusive environment. Sometimes fails to display behavior that respects and values individual differences.
Comments Mr. Freeman has displayed no behavior or offered any comments to indicate a lack of respect and courtesy for others due to individual differences. He is graciously polite, pleasant, and professional to everyone.	

Performance:	4	*Importance:*	2	*Total:*	8

Cooperation and Customer Service • Actions that demonstrate courtesy and display a desire to work with co-workers and customers and how well the Employee represents the City of Flagler Beach.	
5	Constantly anticipates and meets the needs of customers. Always communicates and works well with co-workers and customers. Excels in open communication skills. Promotes a supportive work environment. Always treats others with dignity and respect. An outstanding representative of the City.
4	Frequently anticipates the needs of customers. Generally, communicates and works well with co-workers and customers. Fosters open communication. Encourages others to contribute to the success of the City. Demonstrates how others should be treated with dignity and respect. Respected representative of the City.
3	Meets customer needs. Communicates and works acceptably with customers and co-workers. Demonstrates acceptable communication skills. Treats people with respect and dignity. Effectively represents the City.
2	Occasionally fails to meet customer needs. Some complaints from co-workers and customers on communication skills with others. Sometimes does not treat others with dignity and respect. Does not always represent the City well.
Comments Mr. Freeman is an outstanding representative of the City. He is well-spoken and carries himself with a professional demeanor. He communicates openly, building rapport with residents directly affected by Public Works projects. He is highly regarded by his co-workers, elected officials, and representatives of external agencies.	

Performance:	5	*Importance:*	3	*Total:*	15

Teamwork • Ability to assist and/or direct colleagues in a collective effort to accomplish results through cohesive actions of the City staff.	
5	Inspires others to excel. Leads by example. Makes timely and productive decisions. Uses resources wisely. Provides direction and creates an environment that results in the highest level of staff achievement.
4	Encourages the development of others. Promotes departmental initiatives. Makes effective decisions. Uses most resources wisely. Provides a role model and enhances the level of staff achievement.
3	Makes good decisions. Generally, uses resources wisely. Interacts effectively and contributes to overall staff results.
2	Makes some poor work decisions. Occasionally misuses or wastes resources. Some participation and little support of broader staff efforts.
Comments Mr. Freeman has recruited strong staff within the Public Works Division. After losing long-tenured and experienced personnel, the successors have "raised the bar" in both expectations and performance. The community is gradually recognizing the professional value that he has added to City staff, especially with the efforts and achievements of his staff.	

Performance:	4	*Importance:*	3	*Total:*	12

ADDITIONAL FACTORS FOR SUPERVISORY EMPLOYEES ONLY:

Resource Management • Organizing self and environment for appropriate uses of resources. Resources include budget, employees, equipment, facilities, etc.	
5	Consistently establishes and communicates important work priorities to employees and immediate supervisor. Frequently identifies and implements actions to ensure that financial resources used are less than budgeted. Accurately forecasts resource needs beyond the current budget year.
4	Frequently establishes and communicates important work priorities to employees and immediate supervisor. Monitors resources to ensure financial resources used are less than budgeted. Occasionally identifies cost savings opportunities. Accurately forecasts and schedules resource needs within the current budget year.
3	Works with immediate supervisor to establish work priorities. Communicates work priorities to employees as appropriate. Monitors resources to maintain cost within budgeted amounts. Schedules resource needs to meet daily work requirements.
2	Establishment and communication of work priorities needs improvement. Resource utilization planning does not meet expectations for the job.
Comments Mr. Freeman manages his resources well. Due to a variety of factors (project priorities, staff transitions), several projects were not initiated until late in the year. With new personnel now in place, project management should become more effective. The most significant challenge is the scale of need dwarfs the available funding.	

Performance:	4	*Importance:*	2	*Total:*	8

Supervision and Leadership • Utilizing the behaviors that are essential to effective leadership and supervision.	
5	Recognized by superiors, peers, and employees as superior in establishing open communication and climate of collaboration and cooperation. Routinely coaches and trains employees for advancement. Provides accurate and frequent feedback. Creates an employee development plan for each supervised employee. Always takes the initiative to identify and deal directly with problem situations and potential crises. Effectively uses the discipline process to improve employee performance.
4	Recognized by employees for establishing open communication and climate of collaboration and cooperation. Frequently coaches and trains employees for advancement. Provides accurate and frequent feedback. Creates an employee development plan for each supervised employee. Often takes the initiative to identify and deal directly with problem situations and potential crises. Initiates the discipline process appropriately to improve employee performance without coaching.
3	Encourages open communication and climate of collaboration and cooperation. Coaches and trains employees in the performance of job duties and requirements. Identifies and communicates areas for improvement for each supervised employee. Identifies and deals directly with problem situations and potential crises as they arise. Initiates and uses the discipline process for employee performance improvement with minimal coaching.
2	Communication style and climate of working with other needs improvement. Rarely provides coaching, training, or feedback to supervised employees. Requires prompting to deal with problem situations and potential crises. Does not effectively use the discipline process for performance improvement.
Comments Mr. Freeman has developed a sense of camaraderie and pride within the Public Works Division (spanning Utilities, Facilities, and Streets). The staff has been invigorated with renewed purpose and focus and those efforts are a direct reflection of Mr. Freeman's leadership. He actively encourages professional development among all junior staff.	

Performance:	4	*Importance:*	4	*Total:*	16

KEY OBJECTIVES AND JOB TASKS (optional; attached additional pages if necessary)

Job Duty/Objective/Goal (provide description) Develop and implement a plan for regular clearance/maintenance of rights-of-way vegetation (streets, alleys, and sidewalks, [where appropriate]).
Evidence of performance Draft plan submitted to City Manager by no later than October 31 and monthly report of activity presented to the City Manager by no later than the third Thursday each month.

Job Duty/Objective/Goal (provide description) Acquire and implement pavement management software to develop road maintenance plan.
Evidence of performance Selected software acquired by no later than Nov 27, 2024 and pavement condition survey completed by no later than Feb 28, 2025.

Job Duty/Objective/Goal (provide description) Determine path forward and funding options for Wastewater Treatment Plant upgrade/expansion.
Evidence of performance Draft plan and funding options presented to City Manager by no later than Dec 31, 2024

AREAS FOR IMPROVEMENT

Description
Employee comments

Description
Employee comments

GOALS FOR NEXT EVALUATION PERIOD

Goal Identify and improve stormwater management/infrastructure shortcomings.
Metric Utilizing the McKim & Creed Phase II Report, identify five fiscally viable projects for the City Commission to prioritize (by no later than Nov 13, 2025), with the intent to complete the first three priorities determined by the City Commission (by no later than Sep 30, 2026).

Goal Wastewater Treatment Plant screw press operational.
Metric Equipment in use by no later than Jul 31, 2026.

Goal Lambert Avenue water main extension completed.
Metric Lambert Avenue water main operational by Jun 26, 2026.

REVIEWER COMMENTS

Mr. Freeman continues to provide an unprecedented professionalism to the City's Public Works efforts- Wastewater, Water, Stormwater, Streets, and Facilities. Projects long ago envisioned and anticipated are coming to fruition (albeit somewhat late in the fiscal year). An early assessment is that, with the transition/departure of previous staff, he has assembled a well-qualified and enthusiastic management administrative staff. Conversely, some personnel challenges must be resolved at the junior staff level. The significant priorities for the next fiscal year must be the construction of improvements at the Wastewater Treatment Plant and continuing efforts to implement stormwater improvements. Another important priority is getting the sign shop operational. The additional staff and equipment provided by the City Commission (addressing the repetitive concerns of lack of both) should demonstrate clearly visible results for infrastructure and facility improvements. Mr. Freeman is a pleasure to work with, demonstrating a passion and commitment to the City of Flagler Beach.

OVERALL RATING

	Outstanding	Exceeds Expectations	Meets Expectations	Improvement Needed
Evaluation Rating	☐	107	☐	☐
Non-Supervisory Point range	100-93 (and no Performance rated '2' or '3')	92-74 (and no Performance rated "2')	73-51	50 or less
Supervisory Point Range	125-113 (and no Performance rated '2' or '3')	112-88 (and no Performance rated '2')	87-62	61 or less

PERFORMANCE RATING SCALE
Outstanding- Exceptional performer. Clearly unique. Results obtained are far above job expectations. Makes significant contributions well beyond job responsibilities.
Exceeds Expectations- Performance results which clearly and consistently exceed the major responsibilities of the job. Makes contributions beyond job responsibilities.
Meets Expectations- Employee's performance consistently meets or to some extent exceeds expectations. Employee's work was fully effective, reliable, and of good quality. Describes acceptable performance.
Improvement Needed- Employee does not consistently meet all of the standards of performance. Improvement in performance needed. Requires more than expected supervision.

EMPLOYEE COMMENTS

RATER COMMENTS (IF APPROPRIATE)

ACKNOWLEDGEMENT

I understand that my signature indicates ONLY that I have received and discussed this Performance Evaluation with my supervisor: my signature does not necessarily mean that I agree with the evaluation's content. I understand that I may attach written comments, if desired, related to my job performance for the evaluation period. If comments are attached, both the Employee (_____) and the Supervisor (_____) must provide initials.

Employee's signature — Date: 9/26/25

Supervisor's signature — Date: September 26, 2025

Department of
Environmental Protection
2600 Blair Stone Road, M.S. 3510
Tallahassee, Florida 32399-2400

May 12, 2017

Congratulations on successfully completing the Florida Stormwater Erosion and Sedimentation Control Inspector Training Program. I greatly appreciate your participation in and successful completion of this course. I hope that it has helped you to better understand Florida's stormwater problems and the importance of proper design, construction, and maintenance of erosion and sediment controls during construction, in order to assure the proper long-term operation and maintenance of stormwater systems after construction is completed.

Attached you will find your numbered certificate and wallet card. Please let me know if there are any errors in the certificate or card, or in the grading of your exam. If I can be of further assistance, please do not hesitate to contact me at 850/245-8294 or via email: halton.lunsford@dep.state.fl.us.

Jenifer Crews
~~261 S. 2nd St.~~
Flagler Beach, FL 32136

DEPARTMENT OF
ENVIRONMENTAL PROTECTION
STORMWATER EROSION AND SEDIMENTATION CONTROL
INSPECTOR TRAINING PROGRAM

Jenifer Crews

Class Date February 28, 2017 *Inspector Number* 37102

QUALIFIED STORMWATER MANAGEMENT INSPECTOR
CURRENTLY DOES NOT EXPIRE

QUALIFIED STORMWATER MANAGEMENT INSPECTOR

The undersigned hereby acknowledges that

Jenifer Crews

has successfully met all requirements necessary to be fully qualified through the Florida Department of Environmental Protection Stormwater Erosion and Sedimentation Control Inspector Training Program

Hal Lunsford
Hal Lunsford

Kevin Coyne

P2

City of Flagler Beach

BUILDING DEPARTMENT PO BOX 70 800 South Daytona Ave. Flagler Beach, FL 32136 (386) 517-2000 EXT 232

Issued: 01/27/2026

Building

PB260355

Expires: 07/26/2026

Type of Construction:_____ Occupancy Group:_____ Est. Value: $1,195,000.00

LOCATION	OWNER	CONTRACTOR
2401 LESLIE ST 11-12-31-0650-000D0- **Lot:** 0050 **Plat/Sub:** 0650	ALT HOMES LLC 3371 N STATE STREET UNIT 1 BUNNELL, FL 32110 **Phone:** **Fax:**	JW SITE DEVELOPMENT INC 1050 HIGHWAY 100 W 1050 HIGHWAY 100 W **Phone:** (386) 237-4994 **Fax:**

Work Description: SITE WORK ONLY FOR 22 UNIT COTTAGE PROJECT, INCLUDING SITE CLEARING AND GRADING, EROSION AND SEDIMENT CONTROL, SITE UTILITIES (WATER, SANITARY SEWER, AND STORMWATER INFRASTRUCTURE), STORMWATER MANAGEMENT SYSTEM, DRIVE AISLES AND INTERNAL CIRCULATION, PARKING AREAS, SIDEWALKS AND HARDSCAPE, LIGHTNG AND LANDSCAPING IMPROVEMENTS, AND ASSOCIATED OFF SITE UTILITY CONNECTIONS AS APPROVED. *** NO VERTICAL CONSTRUCTION OR BUILDING WORK IS INCLUDED UNDER THIS PERMIT; ARCHITECTURAL AND BUIDNG PERMIT WILL BE SUBMITTED SEPERATELY**

Stipulations:

Building RECORDED NOC
Building EROSION CONTROL
Building
Foundation Survey
Building Foundation (Stem Wall)
Building Slab
Termite 1
Building Framing
Building Insulation
Building Early Power
Building Electrical Rough
Building Plumbing First Rough
Building Sewer
Building HVAC Rough
Building Roof in Progress
Building Ceiling Grid/Above
Building Beam/Column
Termite 2
Elevation Certificate - At Final
As Built Survey
Building FMEP
Final

FOR INSPECTION ON THIS PERMIT PLEASE CALL (386) 517-2000

THIS PERMIT EXPIRES IF WORK HAS NOT COMMENCED WITHIN SIX (6) MONTHS OF BEING ISSUED OR IF THERE IS NOT AN APPROVED INSPECTION FOR A PERIOD OF SIX (6) MONTHS PER FLORDIA BUILDING CODE REQUIREMENTS, 105.4 "PERMITS" SECTION.

IN ADDITION TO THE REQUIREMENTS IN THIS PERMIT THERE MAY BE ADDITIONAL RESTRICTIONS APPLICABLE TO THIS PROPERTY THAT MAY BE FOUND IN THE RECORDS OF THIS JURISDICTION AND THERE MAY BE ADDITIONAL PERMITS REQUIRED FROM OTHER GOVERNMENT ENTITIES SUCH AS WATER MANAGEMENT DISTRICTS, STATE AGENCIES AND FEDERAL AGENCIES. FS: 553.79 (10)

Richard McFadden

CHIEF BUILDING OFFICIAL

WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY.

CITY OF FLAGLER BEACH BUILDING DEPARTMENT
800 S Daytona Avenue, Flagler Beach, Fl 32136

RECEIVED
DEC 29 2025
City of Flagler Beach
Building Department

BUILDING PERMIT APPLICATION

FOR BUILDING USE ONLY
Permit No.: PB260335
Fee $ 3,585.00

1. **Property Owners Name:** ALT HOMES LLC
   Mailing Address: PO BOX 503 BUNNELL FL 32110 **Phone No.** 904-710-2397

2. **Location/Job Address:** 2401 LESLIE ST FLAGLER BEACH FL 32136
   Parcel No.: 11-12-31-0650-000D0-0050 **Block** 000D0 **Lot** 0050

3. **License Contractor Name (must sign the application)** JW SITE DEVELOPMENT
   Business Name: JW SITE DEVELOPMENT
   Address: 1050 HIGHWAY 100 W **State License No.:** CUC1225585; CGC1527148
   City/State/Zip Code: BUNNELL FL 32110 **Phone No.:**
   Email: AUSTIN@JWSITEDEVELOPMENT.COM **Cell No.:** 386.237.4994

4. **DESCRIPTION OF WORK:** (X) Commercial ( ) Residential
   *** Indicate Water Meter Size requested for new build_____(if applicable)

   SITE WORK ONLY for a 22-unit cottage project, including site clearing and grading, erosion and sediment control, site utilities (water, sanitary sewer, and stormwater infrastructure), stormwater management system, drive aisles and internal circulation, parking areas, sidewalks and hardscape, lighting and landscaping improvements, and associated off-site utility connections as approved. No vertical construction or building work is included under this permit; architectural and building permits will be submitted separately.

5. **Construction Dumpster Company:** (X) Contractor Owned ( ) Dumpster Company Name_____
   Pursuant to Section 11-17, City of Flagler Beach Code of Ordinances, all collectors shall be required to obtain a license from the City to collect, transport, and dispose solid waste and construction and demolition debris from roll-off containers within the City limits.

6. **Total Square Footage Under Roof: *(Square footage subject to state surcharge)*:**_____
   Total square footage under roof – including but not limited to: new construction, carports, roofed screen room, modular buildings, boathouse, accessory structure) (DCA Rule 9B-62.003

7. **Type of Construction, Occupancy Classification and Area Totals:**
   Type of Construction (Circle One): IA IB IIA IIB IIIA IV VA VB
   Occupancy Classification (Circle One): A-1 A-2 A-3 A-4 B E F-1 F-2 H-1 H234 H-5 I-1 I-2 I-3 I-4 M R-1 R-2 R-3 R-4 S-1 S-2 U

   Living Area:_____ **square feet Non Living:**_____ **square feet Total # of Rooms**_____
   # of Bedrooms_____ **# of Bathrooms**_____ **# of Stories**_____ **# of Habitable Floors:** _____
   Patio sq. ft_____ **Driveway:** _____x _____ **Pool Area (including deck):** _____

   Mobile Home: Make_____ **Model**_____ **Year**_____ **Serial Number**_____
   ( )Single Wide ( )Double Wide **Width**_____x **Length**_____ **Without Hitch=sq. ft.** _____
   Is this a replacement home ( ) Yes ( ) No (If yes provide proof)

8. **Total Cost Improvements: $** 1,195,000.00

WARNING TO OWNER. YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION.

9. Sub-Contractor Information:

RECEIVED
DEC 29 2025
City of Flagler Beach
Building Department

- Electrical Contractor - Business Name: _____
  License Holder Name: _____ State License No: _____
  Size of Electrical Service: Phase _____ Amps _____
  Email: _____ Phone No: _____
  Address: _____
- Plumbing Contractor – Business Name: _____
  License Holder Name _____ State License No: _____
  Number of Bathrooms: _____ Number of Fixtures, Drains & Traps _____
  Email: _____ Phone No: _____
  Address: _____
- Mechanical Contractor – Business Name: _____ License Holder Name _____
  State License No: _____ Total Cost of Mechanical$ _____ Size of Unit _____ tons
  Email: _____ Phone No: _____
  Address: _____
- Roofing Contractor – Business Name: _____ License Holder Name: _____
  State License No: _____ Total Cost of Roof $ _____
  Type of Roof to be installed: _____ Square Footage of Structure _____
  Email: _____ Phone No: _____
  Address: _____
- Aluminum Contractor – Business Name: _____
  State License No.: _____ License Holder Name: _____
  Email: _____ Phone No: _____
  Address: _____
- Gas Contractor – Business Name: _____
  State License No.: _____ License Holder Name: _____
  Email: _____ Phone No: _____
  Address: _____

Application is hereby made to obtain a permit to do work and installations as indicated. I certify that no work has commenced prior to the issuance of a permit and that all work be performed to meet the standards of all laws regulating construction in this jurisdiction.
****To qualify as an owner/builder, the owner of the property must personally appear at the Flagler Beach Building Department and sign this application (FS489.103.7).

IS SIGNING AS: ⓧCONTRACTOR ◯MOBILE HOME INSTALLER ⓧOWNER

Signature

TERRY M MCNITT JR
Printed Name

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument acknowledged before me by means of ◯physical presence or ◯ online notarization, this 29th day of, December 2025, by Terry M McNitt Jr, individual submitted: _____ who is personally known to me or has produced _____ as identification.

Signature of Notary Public

KATHERINE D. CROOKE
Notary Public
State of Florida
Comm# HH455358
Expires 10/10/2027

Typed, Printed or Stamped Name of Notary Public

Process Step-Review Details

PZE Number / Filed As	PZE Type / Date Started	Date Due / Date Completed	Address / Parcel	Owner Name/Applicant Name	Status / Revision Number
Building Permit Reviews	01/05/2026	01/23/2026	2401 LESLIE ST		Approved 00

Review Type	Reviewer	Result	Status	Date Created	Date Completed
CIVIL ENGINEERING REVIEW	BILL FREEMAN	Approved	Completed	01/05/2026	01/23/2026

Concern Title	Concern Type	Date Created	Comment / Concern
SHEET #7, LOOKING AT 5 PA	Concern	01/23/2026	SHEET #7, LOOKING AT 5 PARKING SPACES ON THE SW CORNER, SHOWS A DIMENSION OF 17'. FOR TYPE F CURB AND GUTTER, NEED TO HAVE 18' MIN. PLEASE VERIFY DIRECTION OF FLOW FOR 30" STORM PIPE. THE INVERT ELEVATIONS FOR DRAINAGE STRUCTURES I-08 (4.07'), I-07 (3.45') COMPARED TO THE INVERT FOR THE PIPE IN THE POND (3.9') CREATES A HIGH POINT IN THE MIDDLE OF THE DRAINAGE PIPE. CLEARING AND GRADING CAN OCCUR, BUT WILL NEED THIS INFORMATION PRIOR TO FINAL SITEPLAN APPROVAL.

Review Type	Reviewer	Result	Status	Date Created	Date Completed
Engineering	BILL FREEMAN	Approved	Completed	01/27/2026	01/27/2026

Review Type	Reviewer	Result	Status	Date Created	Date Completed
FDEP WATER MAIN PERMIT	BILL FREEMAN	Approved as Presented	Completed	01/05/2026	01/23/2026

Review Type	Reviewer	Result	Status	Date Created	Date Completed
ST. JOHNS WATER RIVER MAN	BILL FREEMAN	Approved as Presented	Completed	01/05/2026	01/23/2026

Current Record

RECEIPT NUMBER

00073609

City of Flagler Beach

800 SOUTH DAYTONA AVENUE / PO BOX 70

Flagler Beach, FL 32136

Ph: (386) 517-2000 Fax:

Paid By

JW SITE DEVELOPMENT INC

1050 HIGHWAY 100 W

BUNNELL, FL 32110

02/16/2026

Type	Record	Category	Description	Amount
Permit	PB260355	Engineering Permit Fe	Engineering Application Fee	$ 75.00
Permit	PB260355	Engineering Permit Fe	ENGINEERING -CLEARING AND GRA	$ 75.00
Permit	PB260355	Engineering Permit Fe	ENGINEERING - SFR REVIEW NEW/	$ 1,650.00
Permit	PB260355	Engineering Permit Fe	ENGINEERING - SFR INSPECTIONS	$ 1,650.00
Permit	PB260355	Engineering Permit Fe	ENGINEERING -CLEARING/GRADING	$ 75.00

Total	**$ 3,525.00**
Cash	
Check	$ 3,525.00
Credit	
Transferred	
Tendered	**$ 3,525.00**
Change	**$ 0.00**
To Overpayment	**$ 0.00**

CITY OF FLAGLER BEACH

105 S 2ND STREET PO BOX 70
FLAGLER BEACH, FL 32136
(386) 517-2000
(386) 517-2008

Print Date: 02/16/2026
Project Number: JR25-0084
Filed As: CIVIL ENGINEERING MULTI-FA
Location: 2401 LESLIE ST

Pay by Account in Full

JW SITE DEVELOPMENT INC
1050 HIGHWAY 100 W
BUNNELL, FL 32110

Total Balance Due: **$0.00**

Invoice	Number	Date	Due	Adjustments	Payments	Balance
	00075362-CD	1/22/2026	2/21/2026	$0.00	$3525.00	$0.00

Quantity	Category	Description	Billed
1	Engineering Permit Fee	Engineering Application Fee	$75.00
1	Engineering Permit Fee	ENGINEERING -CLEARING AND GRA	$75.00
22	Engineering Permit Fee	ENGINEERING - SFR REVIEW NEW/	$1650.00
22	Engineering Permit Fee	ENGINEERING - SFR INSPECTIONS -	$1650.00
1	Engineering Permit Fee	ENGINEERING -CLEARING/GRADIN	$75.00

Total Balance Due: **$0.00**

Dear Mr. Martin and Ms. McClenning,

I hope you're both doing well and had a wonderful Thanksgiving.

We are in the final stages of confirming numbers, contracts, and other details with the builder who will be constructing Legacy Cottages, and we have already secured a contractor for the site work. While we work through the remaining building details, we wanted to ask if the City would allow us to move forward by submitting the civil engineering plans for review and issuance of a site permit first.

Our hope is to begin the site-related review and permitting process now and then, once we have the full architectural set and finalized details from the builder, submit the complete package for the building permit.

Please let us know if this phased approach is acceptable and, if so, whether there are any specific submittal requirements or steps we should follow for the civil/site plans at this stage.

Thank you very much for your time and guidance. We appreciate all you do for the City of Flagler Beach and look forward to moving Legacy Cottages ahead in partnership with you.

Happy Holidays!

Katie

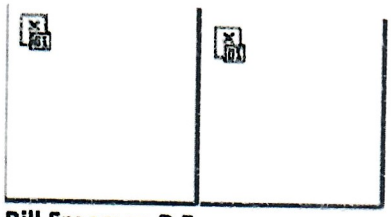
--

Katie Crooke
Vice President
The TriLegacy Group
T: 386.356.0020 M. 904.710.2397
E: katie@thetrilegacygroup.com
3371 N State St Unit 1| Bunnell 32110

THE TRILEGACY GROUP

From: Bill Freeman <BFreeman@cityofflaglerbeach.com >
Sent time: 12/11/2025 08:29:16 AM
To: Dale Martin </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=7cc078a230f0490a88e2987adc0d37e7-743ee6fc-f0 >; Lupita McClenning </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=b878fb32b57b4b669a1161469007baa7-5de8ff3a-9f >
Cc:
BCc:
Subject: RE: Legacy Cottages
Attachments: image001.png image002.png

That sounds like a good a idea.



Bill Freeman P.E.
City Engineer
800 S. Daytona
City of Flagler Beach
800 S. Daytona
Office: 386-517-2000 Ext 230
Cell: 386-276-1007
Bfreeman@cityofflaglerbeach.com

From: Dale Martin <dmartin@cityofflaglerbeach.com>
Sent: Thursday, December 11, 2025 8:20 AM
To: Lupita McClenning <LMcClenning@cityofflaglerbeach.com>; Bill Freeman <BFreeman@cityofflaglerbeach.com>
Subject: Fw: Legacy Cottages

Lupita,

Have you had an opportunity to discuss this with Bill?

Mr. Dale L. Martin
City Manager
City of Flagler Beach
(O) (386) 517-2000 x222 (M) (386) 780-4828

From: Katie Crooke <katie@thetrilegacygroup.com>
Sent: Wednesday, December 3, 2025 6:13:10 PM
To: Dale Martin <dmartin@cityofflaglerbeach.com>; Lupita McClenning <LMcClenning@cityofflaglerbeach.com>; Michele Ficocello <MFicocello@CityofFlaglerBeach.com>; Katherine Monroy <KMonroy@cityofflaglerbeach.com>
Subject: External - Legacy Cottages

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

From: Lupita McClenning <LMcClenning@cityofflaglerbeach.com >
Sent time: 12/11/2025 02:17:28 PM
To: Dale Martin </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=7cc078a230f0490a88e2987adc0d37e7-743ee6fc-f0 >; Bill Freeman </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=5b3844ee6cf4454e83bfa1ab99a88c46-0e6e2d8c-23 >
Cc:
BCc:
Subject: RE: Legacy Cottages

Hi Dale,
I talked with Bill - says he's good with it.

Lupita McClenning
City Planner
City of Flagler Beach, FL
o: 386-517-2000 ext. 257
Email: lmcclenning@cityofflaglerbeach.com

From: Dale Martin <dmartin@cityofflaglerbeach.com>
Sent: Thursday, December 11, 2025 8:20 AM
To: Lupita McClenning <LMcClenning@cityofflaglerbeach.com>; Bill Freeman <BFreeman@cityofflaglerbeach.com>
Subject: Fw: Legacy Cottages

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Mr. Dale L. Martin
City Manager
City of Flagler Beach
(O) (386) 517-2000 x222 (M) (386) 780-4828

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Sent: Wednesday, December 3, 2025 6:13:10 PM
To: Dale Martin <dmartin@cityofflaglerbeach.com>; Lupita McClenning <LMcClenning@cityofflaglerbeach.com>; Michele Ficocello <MFicocello@CityofFlaglerBeach.com>; Katherine Monroy <KMonroy@cityofflaglerbeach.com>
Subject: External - Legacy Cottages

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

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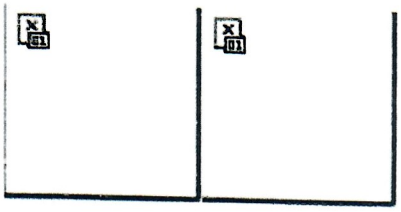
From: Dale Martin </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=7CC078A230F0490A88E2987ADC0D37E7-743EE6FC-F0 >
Sent time: 12/11/2025 02:29:23 PM
To: Katie Crooke <katie@thetrilegacygroup.com >
Cc: Lupita McClenning </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=b878fb32b57b4b669a1161469007baa7-5de8ff3a-9f >; Bill Freeman <BFreeman@cityofflaglerbeach.com >
BCc:
Subject: RE: Legacy Cottages
Attachments: ~WRD1349.jpg image001.png image002.png

Good afternoon, Ms. Crooke:

City staff has no objections in proceeding forward as you request.

Please let me know if you have additional questions.

Mr. Dale L. Martin
City Manager
105 S. 2nd Street
Flagler Beach, FL 32136
O: (386) 517-2000 x222 M: (386) 780-4828



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

From: Katie Crooke <katie@thetrilegacygroup.com>
Sent: Wednesday, December 3, 2025 6:13 PM
To: Dale Martin <dmartin@cityofflaglerbeach.com>; Lupita McClenning <LMcClenning@cityofflaglerbeach.com>; Michele Ficocello <MFicocello@CityofFlaglerBeach.com>; Katherine Monroy <KMonroy@cityofflaglerbeach.com>
Subject: External - Legacy Cottages

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

Dear Mr. Martin and Ms. McClenning,

I hope you're both doing well and had a wonderful Thanksgiving.

SECTION II.12. Personal business.

Conducting personal business while on official duty is discouraged. If it is necessary for the employee to make telephone calls or meet with persons not employed by the city the discussion should be held during breaks or meal period. Exceptions will be allowed only in case of emergency.

ARTICLE III.

EMPLOYMENT POLICIES

SECTION III.1. Appointing authority.

The city manager has the authority of appointment and removal of subordinate positions. Such authority may be delegated by the City Commission to a department head.

SECTION III.2. Position control.

All positions in the city are established and maintained through a personnel budget each fiscal year. The establishment of new or additional positions shall be authorized by the city commission subject to adequate justification on need and availability of funds.

SECTION III.3. Application procedures.

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

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

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Documented Timeline of Events

June 23, 2025 – The Project Manager position was internally posted with a closing date of **June 30, 2025.**

June 23–26, 2025 – The position was simultaneously posted externally on the City website; according to screenshots provided by the City Clerk, it appeared only during these dates before being immediately removed, and there is no proof it was ever actually visible to the public.

June 24, 2025 – A private individual (not a City employee) submitted an external application with full résumé.

June 25, 2025 – HR acknowledged receipt of the external application and began planning for interviews.

June 25, 2025 – City Engineer Bill Freeman emailed that he knew the applicant from prior work, stated the individual could "easily fill that role," and asked HR, "How soon can we interview?"

June 26, 2025 – An interview was scheduled at 1 p.m. at the Wickline Center with Bill Freeman and HR. At 4:51pm the job posting was removed from website per screenshot, again no proof it was ever posted.

July 1, 2025 – HR issued a welcome letter confirming the external applicant had been selected for the position. This letter was signed by the City Manager.

Job Title	Internal posting	External posting	Closing Date	Advertised
Administrative Assistant to City Engineer		12/30/2024 to 1/27/2025	Position open until filled	City of Flagler Beach website, Bulletin Board, Facebook
Administrative Assistant to City Engineer	5/16/2025 to 5/23/2025	5/16/2025 to 6/9/2025	Position open until filled	City of Flagler Beach website, Bulletin Board, Facebook
Building Inspector	N/A	4/24/2025 to still posted	Position open until filled	City of Flagler Beach website, Bulletin Board, Facebook
Building Maintenance/Groundskeeper	N/A	to 1/28/2025	Position open until filled	City of Flagler Beach website, Bulletin Board, Facebook
Building Maintenance/Groundskeeper	N/A	2/14/2025 to 3/20/2025	Position open until filled	City of Flagler Beach website, Bulletin Board, Facebook
City Management Intern	N/A	3/12/2025to 4/01/2025	Position open until filled	City of Flagler Beach website, Bulletin Board, Facebook
CRA Director	10/18/2024 to 10/25/2024	10/18/2024 to 2/3/2025	Position open until filled	City of Flagler Beach website, Bulletin Board, Facebook
Deputy City Clerk	4/30/2025 to 5/07/2025	N/A	Position open until filled	N/A
Facilities Maintenance Director	N/A	1/28/2025 to 2/24/2025	Position open until filled	City of Flagler Beach website, Bulletin Board, Facebook
IT Coordinator	N/A	10/21/2025 to 2/14/2025	Position open until filled	City of Flagler Beach website, Bulletin Board, Facebook
Library Assistant	5/27/2025 to 6/03/2025	6/9/2025 to 6/25/2025	Position open until filled	City of Flagler Beach website, Bulletin Board, Facebook
P/T Utility Billing Clerk	N/A	4/23/2025 to 5/14/2025	Position open until filled	City of Flagler Beach website, Bulletin Board, Facebook
Permit Technician	08/28/2024 to 9/4/2024	9/5/2024 to 10/14/2024	Position open until filled	City of Flagler Beach website, Bulletin Board
		2/25/2025 to 2/28/2025	Position open until filled	City of Flagler Beach website, Bulletin Board
Project Manager	6/23/2025 to 6/30/2025	6/23/2025 to 6/26-2025	Position open until filled	City of Flagler Beach website, Bulletin Board, Facebook
Sanitation Director	N/A	to 2/3/2025	Position open until filled	City of Flagler Beach website, Bulletin Board, Facebook
Solid Waste Equipment Operator	N/A	12/27/2024 to 2/11/2025	Position open until filled	City of Flagler Beach website, Bulletin Board, Facebook
Solid Waste Equipment Operator/Mechanic	N/A	4/24/2025 to still posted	Position open until filled	City of Flagler Beach website, Bulletin Board, Facebook
Streets and Stormwater Technician	N/A	2/25/2025 to still posted	Position open until filled	City of Flagler Beach website, Bulletin Board, Facebook
Utility Billing Clerk	7/18/2025 to 7/25/2025			
Wastewater Utility Mechanic	9/3/24 to 9/11/2024	04/04/2025 to still posted	Position open until filled	City of Flagler Beach website, Bulletin Board, Facebook
Wastewater Utility Mechanic Crew Leader	N/A	2/17/2025 to 3/5/2025	Position open until filled	City of Flagler Beach website, Bulletin Board, Facebook
Water Plant Operator	1/19/24 to 1/26/2024	1/2024 to 10/30/2024	Position open until filled	City of Flagler Beach website, Bulletin Board, Facebook
		1/8/2025 to 3/31/2025	Position open until filled	City of Flagler Beach website, Bulletin Board, Facebook

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Display Name

Project Manager 06.23.2025

Replace File

Choose File No file chosen

Convert To PDF

Current Document

Project Manager 06.23.2025.pdf (70 KB)

Date Uploaded: 6/23/2025 2:50:34 PM

By Colleen Kuhn

Folder: Home\Employment

Description (Optional)

You have 200 characters left

Document Details

Last Modified:
By Colleen Kuhn
On June 26, 2025

Created:
By Colleen Kuhn
On June 23, 2025

Document - PAR Board Member List 06262025 Link	6/30/2025 3:14:47 PM			
Document - PAR Board Member List 06262025 Link	6/30/2025 3:11:23 PM	Kuhn, Colleen	FID 238 DID 6443	Create
Document - PAR Board Member List 06262025 Link	6/30/2025 3:11:23 PM	Kuhn, Colleen	FID 238 DID 6443	Publish
Document - Personnel Advisory Review Board Link	6/30/2025 3:11:47 PM	Kuhn, Colleen	FID 238 DID 6444	Create
Document - Personnel Advisory Review Board Link	6/30/2025 3:11:47 PM	Kuhn, Colleen	FID 238 DID 6444	Publish
Document - Project Manager 06.23.2025 Link	6/26/2025 4:51:23 PM	Kuhn, Colleen	FID 28 DID 6423	Unpublish
Document - Project Manager 06.23.2025 Link	6/26/2025 4:51:23 PM	Kuhn, Colleen	FID 28 DID 6423	Archive
Document - Streets and Stormwater Technician Link	6/26/2025 4:51:44 PM	Kuhn, Colleen	FID 28 DID 6008	Unpublish
Document - Streets and Stormwater Technician Link	6/26/2025 4:51:44 PM	Kuhn, Colleen	FID 28 DID 6008	Archive
Document - Weekly Report 6.27.2025 Link	6/30/2025 6:45:28 AM	Kuhn, Colleen	FID 179 DID 6449	Publish
Document - Weekly Report 6.27.2025 Link				Create

Liz Mathis

From: Bill Freeman
Sent: Monday, June 23, 2025 4:15 PM
To: Liz Mathis
Subject: RE: Internal Ad for Project Manager

Liz,
Thanks for getting this advertised. I'm looking forward to getting the position filled ASAP.

Bill Freeman P.E.
City Engineer
800 S. Daytona
City of Flagler Beach
800 S. Daytona
Office: 386-517-2000 Ext 230
Cell: 386-276-1007
Bfreeman@cityofflaglerbeach.com

From: Liz Mathis <LMathis@CityofFlaglerBeach.com>
Sent: Monday, June 23, 2025 2:43 PM
To: Bill Freeman <BFreeman@cityofflaglerbeach.com>; Bryan Moisao <BMoisao@cityofflaglerbeach.com>; Casey Ryan <kcryan@cityofflaglerbeach.com>; Daniel Impson - CH <DImpson@cityofflaglerbeach.com>; Hollie Harlan <HHarlan@cityofflaglerbeach.com>; Jenifer Crews <JCrews@cityofflaglerbeach.com>; Jim Ramer <JRamer@CityofFlaglerBeach.com>; Johnny Lynn <JLynn@CityofFlaglerBeach.com>; Katherine Monroy <KMonroy@cityofflaglerbeach.com>; Liz Mathis <LMathis@CityofFlaglerBeach.com>; Luis Rodrigues <LRodrigues@cityofflaglerbeach.com>; Lupita McClenning <LMcClenning@cityofflaglerbeach.com>; Matthew Doughney <MDoughney@fbpd.org>; Melissa Parish <mparish@cityofflaglerbeach.com>; Penny Overstreet <POverstreet@CityofFlaglerBeach.com>; Rick McFadden <RMcFadden@CityofFlaglerBeach.com>; Scott Coster <SCoster@cityofflaglerbeach.com>; Stephen Cox <SCox@fbfire.org>; Tom Gillin <TGillin@CityofFlaglerBeach.com>
Subject: Internal Ad for Project Manager

Good Afternoon-
We have a new full-time position open: Project Manager.
Department Heads please share or post this internal notice within your departments to ensure all eligible employees are informed of the opportunity.
If you have any questions or need additional information, feel free to reach out.
Thank you,

Liz Mathis
Human Resources Manager
PO Box 70

Liz Mathis

From: Bill Freeman
Sent: Wednesday, June 25, 2025 9:09 AM
To: Liz Mathis
Subject: RE: Project Manager Applicant

Liz,
Todd worked for me at the National Guard as a project manager. He can easily fill the role. How soon can we interview?

Bill Freeman P.E.
City Engineer
800 S. Daytona
City of Flagler Beach
800 S. Daytona
Office: 386-517-2000 Ext 230
Cell: 386-276-1007
Bfreeman@cityofflaglerbeach.com

From: Liz Mathis <LMathis@CityofFlaglerBeach.com>
Sent: Wednesday, June 25, 2025 8:50 AM
To: Bill Freeman <BFreeman@cityofflaglerbeach.com>
Subject: Project Manager Applicant

Good morning Bill,
Please see attached the application and resume for Todd Anderson.
I will work on setting up an interview.
Thank you,

Liz Mathis
Human Resources Manager
PO Box 70
Flagler Beach, FL 32136
386-517-2000 Ext. 237
lmathis@cityofflaglerbeach.com

From:	Bill Freeman
To:	Liz Mathis
Subject:	Accepted: Interview with Todd Anderson
Start:	Thursday, June 26, 2025 1:00:00 PM
End:	Thursday, June 26, 2025 2:00:00 PM
Location:	Wickline Building

Liz Mathis

From: Liz Mathis
Sent: Tuesday, July 1, 2025 3:32 PM
To: Todd Anderson
Subject: Welcome to the Team
Attachments: T. Anderson Hire Letter.pdf

Dear Todd,
We are happy to welcome you to the team here at the City of Flagler Beach. We look forward to working with you.
Please find attached a copy of your hire letter for your records.
As discussed earlier, I will reach out to schedule a brief meeting to begin the initial paperwork and complete the necessary consents prior to your start date.
Once again, welcome to the team-
Best regards,

Liz Mathis
Human Resources Manager
PO Box 70
Flagler Beach, FL 32136
386-517-2000 Ext. 237
lmathis@cityofflaglerbeach.com

City of Flagler Beach

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

July 1, 2025

Michael Todd Anderson

Dear Mr. Anderson:

The City of Flagler Beach is pleased to extend you an offer of full-time employment in the position of Project Manager. Your annual salary will be $65,000.00 paid biweekly and your start date is July 28, 2025.

As the Project Manager, you will report to Bill Freeman. Working hours are from 8:00 AM to 5:00 PM with some limited work outside of regular hours.

Per City policy, your employment is contingent upon your agreement to submit to, and satisfactorily pass a pre-placement physical examination, and background investigation. Flagler Beach is a drug-free workplace. The physical exam is performed to ensure no pre-existing physical or mental conditions exist that would prevent you from performing the essential functions of the position. A background check will be conducted in accordance with State and Federal laws, thus assuring there are no past or present issues that would disqualify you from employment with the City. You will be on probationary status for at least six months.

On behalf of the staff of the City of Flagler Beach, I want to welcome you as the newest member of our team. We look forward to working together to make our City government the best that it can be.

Sincerely,

Dale L. Martin
City Manager

Gmail

Flagler Beach Voice V <voiceforflaglerbeach@gmail.com>

RE: External - Re: External - Re: External - Clarification on Hiring Policy and Job Postings

Liz Mathis <LMathis@cityofflaglerbeach.com> Fri, Sep 12, 2025 at 9:05 AM
To: Flagler Beach Voice V <voiceforflaglerbeach@gmail.com>, Penny Overstreet <POverstreet@cityofflaglerbeach.com>
Cc: Katherine Monroy <KMonroy@cityofflaglerbeach.com>

Good morning,

I want to provide some clarification regarding our hiring process. Section III.3 of our personnel policy does state that all covered positions should be advertised internally for five days. However, in some recent cases, we opted to expedite the process by posting certain positions externally right away, due to specific circumstances. Internal candidates are always welcome to apply for open positions and are given full consideration, regardless of whether a position is posted internally, externally, or both.

We recognize the importance of transparency in our recruitment process, and are currently reviewing and updating this policy to better reflect the City's current needs.

List of positions requesting clarification:

Building Inspector: No one on staff met the minimum qualifications for the position.

City Management Intern: The internship was a temporary grant funded position through Florida City County Manager's Association NextGen Program and not a covered position as defined by Section I.2 of the City's personnel policy.

IT Coordinator: This position had been advertised internally in the past with no interest from staff and no one on staff met the minimum qualifications.

P/T Utility Billing Clerk: This was a part-time position and based on past postings we did not anticipate interest from current employees.

Solid Waste Equipment Operator: Only one staff member met the minimum qualifications and was not interested when advertised in the past.

Solid Waste Equipment Operator/Mechanic: No one on staff met the minimum qualifications for the position.

Streets and Stormwater Technician: This is an entry level position and based on its responsibilities and compensation, interest was not anticipated from current employees, as it would represent a step down in both classification and pay grade.

Wastewater Utility Mechanic Crew Lead: This was an oversight, we believed the position had been posted internally, but upon review, we were unable to locate a record of that posting. Also note the position was filled internally.

Please let me know if you have any additional questions.

Sincerely,

Liz Mathis

Human Resources Manager

PO Box 70

Flagler Beach, FL 32136

386-517-2000 Ext. 237

lmathis@cityofflaglerbeach.com

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STAFF PERFORMANCE EVALUATION

[This form, and any attachment, shall become part of the Employee's official personnel record]

Employee Name: Moisao Date of Review: Aug 15, 2025

Job Title: Facilities Maintenance Director Department: Facilities Maint.

Purpose: ☒ Probationary ☒ Annual ☐ Disciplinary ☐ Exit

JOB DESCRIPTION The Employee and the Evaluator must review the current specific job description as part of this evaluation to ensure consensus and accuracy of the expected duties and responsibilities. The job description should be attached to this evaluation and proposed amendments (or lack thereof) should be noted by both the Employee and the Evaluator.

EVALUATION CRITERIA The evaluation is comprised of two ratings: Performance Ratings and Importance Levels.

Performance Rating

- Indicate the Employee's performance of the specific job duties and utilization of knowledge, skills, and abilities during the evaluation period by marking the appropriate box.
- Criteria listed for each rating are provided for guidance: an employee does not need to satisfy every condition to receive that rating. Appropriate supervisory judgment should be used for each rating.
- Supportive comments, especially for extreme ratings, should be provided.
- The following table summarizes the general description for each Performance Rating:

5	**Outstanding**- This rating is given to an employee who consistently does far more than expected for the position held. Numerous objective examples that support the rating are easily identified.
4	**Exceeds Expectations**- This rating is given to an employee who consistently does more than expected for the position. Rating should be easily supported by several objective examples of going beyond job requirements.
3	**Meets Expectations**- This rating is given to an employee who has consistently and fully satisfied the high-performance expectations for the specific duties related to the appropriate job description.
2	**Improvement Needed**- This rating is given to an employee who did not consistently meet performance expectations for the specific duties related to the appropriate job description. Rating should be supported by specific examples.

Importance Level

- These ratings are used to provide and demonstrate key aspects of the Employee's position.
- Assign an Importance Level for each Factor as follows:
  - For *non-supervisory* positions (seven Performance Factors), assign two Importance Levels of '4', two Importance Levels of '3', and three Importance Levels of '2'.
  - For *supervisory* positions (nine Performance Factors), assign two Importance Levels of '4', three Importance Levels of '3', and four Importance Levels of '2'.
- The following table summarizes the general description for each Importance Level:

4	**Critically Important**- This level would have a critical impact on overall Employee performance. Wrong decisions and errors associated with this Factor are felt across the entire organization to a significant extent. No direct supervision or oversight is normally provided.
3	**Very Important**- This level would have a significant impact on overall Employee performance. Wrong decisions and errors are felt in several other departments. Little direct supervision or oversight is normally provided.
2	**Important**- This level would have an impact on overall Employee performance. Wrong decisions or errors typically affect own department. Moderate direct supervision or oversight is normally provided.

To calculate the Performance Evaluation score, multiply the Performance Rating and the Importance Level for each Performance Factor, and then add the products of all Performance Factors. The Performance Evaluation score is compared to the appropriate scale (Non-Supervisory or Supervisory).

Optional supporting comments can be provided with Key Objectives and Job Tasks. If necessary, Areas for Improvement should be documented. Goals (including specific metrics by which to determine success) must be described and acknowledged by the Employee.

PERFORMANCE FACTORS The Performance Factors included as part of this Performance Evaluation are:

- Completing Tasks
- Initiative and Innovation
- Job Knowledge
- Security/Safety Compliance
- Diversity
- Cooperation and Customer Service
- Teamwork
- Resource Management (Supervisory only)
- Supervision and Leadership (Supervisory only)

Completing Tasks • *Work Quality*- The degree to which the Employee meets acceptable standards including accurate, neat, and thorough work; the need to re-do work; the orderliness of the workplace. • *Work Quantity*- The Employee's level of productivity/output and timeliness of work consistent with established standards; makes good use of time.	
5	Consistently produces work of highest quality, rarely makes errors. Consistently exceeds productivity requirements. Consistently completes work ahead of schedule. Seeks additional tasks. Recognized by co-workers as a "peak performer."
4	Produces high quality work. Makes few errors. Completes most work tasks ahead of schedule. Above average output level.
3	Produces acceptable work with minimal errors. Meets basic productivity requirements. Meets deadlines. Meets production goals.
2	Produces marginally acceptable or unsatisfactory work. Makes more than an average number of errors. Below basic productivity requirements in some areas. Occasionally misses deadlines. Marginal output level.
Comments Bryan had done a good job of getting many things completed around the city, such as mowing, tree trimming, fixing missing shingles, changing out lights etc... He has been responsive to reported issues.	

Performance:	4	*Importance:*	3	*Total:*	12

Initiative and Innovation • A measure of the amount of direct supervision the Employee requires.	
5	Constantly exhibits independent action and resourcefulness. Exercises outstanding judgment on knowing when to seek guidance from supervisory. Highly motivated worker. Requires little or no direction or supervision, even on non-routine assignments. Exceptional contributions to efficient operation of unit. Consistently seeks ways to improve work methods. Offers constructive and detailed positive suggestions.
4	Frequently exhibits independent action and resourcefulness. Exercises good judgment on knowing when to seek guidance from supervisor. Above average worker. Requires less than normal direction and supervision, even on non-routine assignments. Develops methods for streamlining operations. Frequently provides constructive suggestions.
3	Generally, demonstrates independent action with minimal supervision. Dependable worker. Requires normal direction and supervision. Requires assistance with non-routine assignments. Develops better methods of completing work. Occasionally provides constructive suggestions.
2	Occasionally requires prompting by supervisor to take actions required by the job. Requires frequent supervisor attention. Requires more than normal direction and supervision to complete assignments. Less effective completion of work than average worker. Rarely provides constructive suggestions.
Comments Bryan has taken the initiative to send his crews out on the right of ways to trim trees where it was neglected by the previous director. He installed light fixtures in several city facilities, fixed pluming, etc... without reaching out to a contractor.	

Performance:	4	*Importance:*	2	*Total:*	8

Job Knowledge • Employee understands job duties and responsibilities and can accomplish those duties for satisfactory job performance. Understands the organization's policies, procedures, goals, and purpose as required for the job.	
5	Demonstrates exceptional knowledge and skills in the most complex aspects of the job. Has completely mastered own job duties and responsibilities and all related areas.
4	Demonstrates better-than-average knowledge and skills in handling complex job duties. Is very knowledgeable of own job duties and responsibilities and is familiar with some related areas.
3	Demonstrates adequate knowledge and skills to perform job duties. Has enough knowledge to perform job satisfactorily. Needs some coaching on complex areas.
2	Demonstrates insufficient knowledge and skills in some areas of job duties. Has limited knowledge of own job duties and responsibilities. Requires coaching on routine areas.
Comments Bryan has great knowledge of facilities, especially electrical. He knows how to work generator, run equipment etc..	

Performance:	5	*Importance:*	4	*Total:*	20

Security/Safety Compliance • Adheres to security and safety rules and regulations. Completes required security and safety training. Maintains a safe and secure work environment. Employee's work practices meet health, safety, physical security, and information security requirements.	
5	Constantly looks for potential security and safety issues in the work area. Makes recommendations for improving the physical security and information security for areas of responsibility. Takes actions to prevent injuries to employees.
4	Demonstrates a high level of concern for the security (information and physical) and safety of others as well as own. Strives to keep area free of safety hazards. Has had no incidents during the evaluation period.
3	Adheres to all work area security and safety guidelines. Acts promptly on potential security violations and safety hazards. No lost-time injuries during the period of this review.
2	Low concern for security and safety. Fails to act promptly on potential security violations and safety hazards.
Comments Bryan makes sure his staff wears the proper PPE and he does not ask his staff to get into dangerous situations.	

Performance:	4	*Importance:*	3	*Total:*	12

Diversity • Behavior that demonstrates respect and value for individual differences. Builds a climate of openness and inclusiveness.	
5	Works diligently to foster an open and inclusive environment. Actively involved in diversity initiatives. Always displays behavior that respects and values individual differences.
4	Provides support for an open and inclusive environment. Encourages diversity initiatives. Frequently displays behavior that respects and values individual differences.
3	Contributes to promoting an open and inclusive environment. Participates in diversity initiatives. Generally, displays behavior that respects and values individual differences.
2	Occasionally must be encouraged to demonstrate support for a diverse and inclusive environment. Sometimes fails to display behavior that respects and values individual differences.
Comments Bryan has to work with a diverse group of staff and appears to work well with eac h of them.	

Performance:	4	*Importance:*	2	*Total:*	8

Cooperation and Customer Service • Actions that demonstrate courtesy and display a desire to work with co-workers and customers and how well the Employee represents the City of Flagler Beach.	
5	Constantly anticipates and meets the needs of customers. Always communicates and works well with co-workers and customers. Excels in open communication skills. Promotes a supportive work environment. Always treats others with dignity and respect. An outstanding representative of the City.
4	Frequently anticipates the needs of customers. Generally, communicates and works well with co-workers and customers. Fosters open communication. Encourages others to contribute to the success of the City. Demonstrates how others should be treated with dignity and respect. Respected representative of the City.
3	Meets customer needs. Communicates and works acceptably with customers and co-workers. Demonstrates acceptable communication skills. Treats people with respect and dignity. Effectively represents the City.
2	Occasionally fails to meet customer needs. Some complaints from co-workers and customers on communication skills with others. Sometimes does not treat others with dignity and respect. Does not always represent the City well.
Comments Bryan is very responsive to other departments and commissioners when they make requests. He is pleasant with other directors, residents, and commissioners.	

Performance:	4	*Importance:*	2	*Total:*	8

Teamwork • Ability to assist and/or direct colleagues in a collective effort to accomplish results through cohesive actions of the City staff.	
5	Inspires others to excel. Leads by example. Makes timely and productive decisions. Uses resources wisely. Provides direction and creates an environment that results in the highest level of staff achievement.
4	Encourages the development of others. Promotes departmental initiatives. Makes effective decisions. Uses most resources wisely. Provides a role model and enhances the level of staff achievement.
3	Makes good decisions. Generally, uses resources wisely. Interacts effectively and contributes to overall staff results.
2	Makes some poor work decisions. Occasionally misuses or wastes resources. Some participation and little support of broader staff efforts.
Comments Bryan has offered to work with other departments, and shares use of equipment for better efficiency.	

Performance:	4	*Importance:*	3	*Total:*	12

ADDITIONAL FACTORS FOR SUPERVISORY EMPLOYEES ONLY:

Resource Management • Organizing self and environment for appropriate uses of resources. Resources include budget, employees, equipment, facilities, etc.	
5	Consistently establishes and communicates important work priorities to employees and immediate supervisor. Frequently identifies and implements actions to ensure that financial resources used are less than budgeted. Accurately forecasts resource needs beyond the current budget year.
4	Frequently establishes and communicates important work priorities to employees and immediate supervisor. Monitors resources to ensure financial resources used are less than budgeted. Occasionally identifies cost savings opportunities. Accurately forecasts and schedules resource needs within the current budget year.
3	Works with immediate supervisor to establish work priorities. Communicates work priorities to employees as appropriate. Monitors resources to maintain cost within budgeted amounts. Schedules resource needs to meet daily work requirements.
2	Establishment and communication of work priorities needs improvement. Resource utilization planning does not meet expectations for the job.
Comments Bryan does a good job of getting things completed with limited resources. If he does not have the resources, he finds the correct resources to get the job completed. He was able to have a family member do some welding for an emergency repair and get thing in working order quickly.	

Performance:	4	*Importance:*	2	*Total:*	8

Supervision and Leadership • Utilizing the behaviors that are essential to effective leadership and supervision.	
5	Recognized by superiors, peers, and employees as superior in establishing open communication and climate of collaboration and cooperation. Routinely coaches and trains employees for advancement. Provides accurate and frequent feedback. Creates an employee development plan for each supervised employee. Always takes the initiative to identify and deal directly with problem situations and potential crises. Effectively uses the discipline process to improve employee performance.
4	Recognized by employees for establishing open communication and climate of collaboration and cooperation. Frequently coaches and trains employees for advancement. Provides accurate and frequent feedback. Creates an employee development plan for each supervised employee. Often takes the initiative to identify and deal directly with problem situations and potential crises. Initiates the discipline process appropriately to improve employee performance without coaching.
3	Encourages open communication and climate of collaboration and cooperation. Coaches and trains employees in the performance of job duties and requirements. Identifies and communicates areas for improvement for each supervised employee. Identifies and deals directly with problem situations and potential crises as they arise. Initiates and uses the discipline process for employee performance improvement with minimal coaching.
2	Communication style and climate of working with other needs improvement. Rarely provides coaching, training, or feedback to supervised employees. Requires prompting to deal with problem situations and potential crises. Does not effectively use the discipline process for performance improvement.
Comments Bryan can come across a little harsh to his subordinates at times. His tone and demeanor can come across a little aggressive when he provides directions to his staff.	

Performance:	2	*Importance:*	4	*Total:*	8

KEY OBJECTIVES AND JOB TASKS (optional; attached additional pages if necessary)

Job Duty/Objective/Goal (provide description) Implement structure and organization in Dept.
Evidence of performance Set up SOP's for positions and has them on a routine daily task

Job Duty/Objective/Goal (provide description) Research and obtain proposals for work order system, to be implemented after financial approval
Evidence of performance Bryan has not identified a work order system at this time

Job Duty/Objective/Goal (provide description) Strengthen communications between maintenance, other departments and leadership for smooth operations.
Evidence of performance Bryan, coordinates often with Public Works and Utilities Maintenance and has all the departments working together on project rather than dividing everyone up into small factions.

AREAS FOR IMPROVEMENT

Description Improve his communication with his chain of command. This includes personnel issues.
Employee comments

Description
Employee comments

GOALS FOR NEXT EVALUATION PERIOD

Goal Develop a work order system
Metric Use BS&A module to implement a work order system by Oct 30th 2025

Goal Complete pavement assessment. Get his staff signed up for training in special trades, such as HVAC, Electrical, Plumbing
Metric At least one staff member enrolled in a course by Dec. 30th 2025

Goal help convert the church portion of Wickline into the planning and zoning wing and install a service window for residents to meet with Planning Staff.
Metric Complete work by Dec. 30th 2025

REVIEWER COMMENTS

Bryan has been a tremendous asset since joining the City. He has great work ethic and has a great attitude. I need to see him follow the chain of command much better than observed in the past. This is especially true for times when his crew is coordinating efforts with other departments and when he is asked by a commissioner to do special work projects. I also would like to see better chain of command efforts when dealing with personnel issues rather than going straight to HR without my knowledge.

OVERALL RATING

	Outstanding	Exceeds Expectations	Meets Expectations	Improvement Needed
Evaluation Rating		96		
Non-Supervisory Point range	100-93 (and no Performance rated '2' or '3')	92-74 (and no Performance rated "2")	73-51	50 or less
Supervisory Point Range	125-113 (and no Performance rated '2' or '3')	112-88 (and no Performance rated '2')	87-62	61 or less

PERFORMANCE RATING SCALE
Outstanding- Exceptional performer. Clearly unique. Results obtained are far above job expectations. Makes significant contributions well beyond job responsibilities.
Exceeds Expectations- Performance results which clearly and consistently exceed the major responsibilities of the job. Makes contributions beyond job responsibilities.
Meets Expectations- Employee's performance consistently meets or to some extent exceeds expectations. Employee's work was fully effective, reliable, and of good quality. Describes acceptable performance.
Improvement Needed- Employee does not consistently meet all of the standards of performance. Improvement in performance needed. Requires more than expected supervision.

EMPLOYEE COMMENTS

RATER COMMENTS (IF APPROPRIATE)

ACKNOWLEDGEMENT

I understand that my signature indicates ONLY that I have received and discussed this Performance Evaluation with my supervisor: my signature does not necessarily mean that I agree with the evaluation's content. I understand that I may attach written comments, if desired, related to my job performance for the evaluation period. If comments are attached, both the Employee (_____) and the Supervisor (_____) must provide initials.

Employee's signature — Date

August 15, 2025

Supervisor's signature — Date

STAFF PERFORMANCE EVALUATION

[This form, and any attachment, shall become part of the Employee's official personnel record]

Employee Name: Moisao Date of Review: Sept 26, 2025

Job Title: Facilities Maintenance Director Department: Facilities Maint.

Purpose: [X] Probationary [ ] Annual [ ] Disciplinary [ ] Exit

JOB DESCRIPTION The Employee and the Evaluator must review the current specific job description as part of this evaluation to ensure consensus and accuracy of the expected duties and responsibilities. The job description should be attached to this evaluation and proposed amendments (or lack thereof) should be noted by both the Employee and the Evaluator.

EVALUATION CRITERIA The evaluation is comprised of two ratings: Performance Ratings and Importance Levels.

Performance Rating

- Indicate the Employee's performance of the specific job duties and utilization of knowledge, skills, and abilities during the evaluation period by marking the appropriate box.
- Criteria listed for each rating are provided for guidance: an employee does not need to satisfy every condition to receive that rating. Appropriate supervisory judgment should be used for each rating.
- Supportive comments, especially for extreme ratings, should be provided.
- The following table summarizes the general description for each Performance Rating:

5	**Outstanding**- This rating is given to an employee who consistently does far more than expected for the position held. Numerous objective examples that support the rating are easily identified.
4	**Exceeds Expectations**- This rating is given to an employee who consistently does more than expected for the position. Rating should be easily supported by several objective examples of going beyond job requirements.
3	**Meets Expectations**- This rating is given to an employee who has consistently and fully satisfied the high-performance expectations for the specific duties related to the appropriate job description.
2	**Improvement Needed**- This rating is given to an employee who did not consistently meet performance expectations for the specific duties related to the appropriate job description. Rating should be supported by specific examples.

Importance Level

- These ratings are used to provide and demonstrate key aspects of the Employee's position.
- Assign an Importance Level for each Factor as follows:
  - For *non-supervisory* positions (seven Performance Factors), assign two Importance Levels of '4', two Importance Levels of '3', and three Importance Levels of '2'.
  - For *supervisory* positions (nine Performance Factors), assign two Importance Levels of '4', three Importance Levels of '3', and four Importance Levels of '2'.
- The following table summarizes the general description for each Importance Level:

4	**Critically Important**- This level would have a critical impact on overall Employee performance. Wrong decisions and errors associated with this Factor are felt across the entire organization to a significant extent. No direct supervision or oversight is normally provided.
3	**Very Important**- This level would have a significant impact on overall Employee performance. Wrong decisions and errors are felt in several other departments. Little direct supervision or oversight is normally provided.
2	**Important**- This level would have an impact on overall Employee performance. Wrong decisions or errors typically affect own department. Moderate direct supervision or oversight is normally provided.

To calculate the Performance Evaluation score, multiply the Performance Rating and the Importance Level for each Performance Factor, and then add the products of all Performance Factors. The Performance Evaluation score is compared to the appropriate scale (Non-Supervisory or Supervisory).

Optional supporting comments can be provided with Key Objectives and Job Tasks. If necessary, Areas for Improvement should be documented. Goals (including specific metrics by which to determine success) must be described and acknowledged by the Employee.

PERFORMANCE FACTORS The Performance Factors included as part of this Performance Evaluation are:

- Completing Tasks
- Initiative and Innovation
- Job Knowledge
- Security/Safety Compliance
- Diversity
- Cooperation and Customer Service
- Teamwork
- Resource Management (Supervisory only)
- Supervision and Leadership (Supervisory only)

Completing Tasks • *Work Quality*- The degree to which the Employee meets acceptable standards including accurate, neat, and thorough work; the need to re-do work; the orderliness of the workplace. • *Work Quantity*- The Employee's level of productivity/output and timeliness of work consistent with established standards; makes good use of time.	
5	Consistently produces work of highest quality, rarely makes errors. Consistently exceeds productivity requirements. Consistently completes work ahead of schedule. Seeks additional tasks. Recognized by co-workers as a "peak performer."
4	Produces high quality work. Makes few errors. Completes most work tasks ahead of schedule. Above average output level.
3	Produces acceptable work with minimal errors. Meets basic productivity requirements. Meets deadlines. Meets production goals.
2	Produces marginally acceptable or unsatisfactory work. Makes more than an average number of errors. Below basic productivity requirements in some areas. Occasionally misses deadlines. Marginal output level.
Comments Bryan had done a good job of getting many things completed around the city, such as mowing, tree trimming, fixing missing shingles, changing out lights etc... He has been responsive to reported issues.	

Performance:	4	*Importance:*	3	*Total:*	12

Initiative and Innovation • A measure of the amount of direct supervision the Employee requires.	
5	Constantly exhibits independent action and resourcefulness. Exercises outstanding judgment on knowing when to seek guidance from supervisory. Highly motivated worker. Requires little or no direction or supervision, even on non-routine assignments. Exceptional contributions to efficient operation of unit. Consistently seeks ways to improve work methods. Offers constructive and detailed positive suggestions.
4	Frequently exhibits independent action and resourcefulness. Exercises good judgment on knowing when to seek guidance from supervisor. Above average worker. Requires less than normal direction and supervision, even on non-routine assignments. Develops methods for streamlining operations. Frequently provides constructive suggestions.
3	Generally, demonstrates independent action with minimal supervision. Dependable worker. Requires normal direction and supervision. Requires assistance with non-routine assignments. Develops better methods of completing work. Occasionally provides constructive suggestions.
2	Occasionally requires prompting by supervisor to take actions required by the job. Requires frequent supervisor attention. Requires more than normal direction and supervision to complete assignments. Less effective completion of work than average worker. Rarely provides constructive suggestions.
Comments Bryan has taken the initiative to send his crews out on the right of ways to trim trees where it was neglected by the previous director. He installed light fixtures in several city facilities, fixed pluming, etc... without reaching out to a contractor.	

Performance:	4	*Importance:*	2	*Total:*	8

Job Knowledge • Employee understands job duties and responsibilities and can accomplish those duties for satisfactory job performance. Understands the organization's policies, procedures, goals, and purpose as required for the job.	
5	Demonstrates exceptional knowledge and skills in the most complex aspects of the job. Has completely mastered own job duties and responsibilities and all related areas.
4	Demonstrates better-than-average knowledge and skills in handling complex job duties. Is very knowledgeable of own job duties and responsibilities and is familiar with some related areas.
3	Demonstrates adequate knowledge and skills to perform job duties. Has enough knowledge to perform job satisfactorily. Needs some coaching on complex areas.
2	Demonstrates insufficient knowledge and skills in some areas of job duties. Has limited knowledge of own job duties and responsibilities. Requires coaching on routine areas.
Comments Bryan has great knowledge of facilities, especially electrical. He knows how to work generator, run equipment etc..	

Performance:	5	*Importance:*	4	*Total:*	20

Security/Safety Compliance • Adheres to security and safety rules and regulations. Completes required security and safety training. Maintains a safe and secure work environment. Employee's work practices meet health, safety, physical security, and information security requirements.	
5	Constantly looks for potential security and safety issues in the work area. Makes recommendations for improving the physical security and information security for areas of responsibility. Takes actions to prevent injuries to employees.
4	Demonstrates a high level of concern for the security (information and physical) and safety of others as well as own. Strives to keep area free of safety hazards. Has had no incidents during the evaluation period.
3	Adheres to all work area security and safety guidelines. Acts promptly on potential security violations and safety hazards. No lost-time injuries during the period of this review.
2	Low concern for security and safety. Fails to act promptly on potential security violations and safety hazards.
Comments Bryan makes sure his staff wears the proper PPE and he does not ask his staff to get into dangerous situations.	

Performance:	4	*Importance:*	3	*Total:*	12

Diversity • Behavior that demonstrates respect and value for individual differences. Builds a climate of openness and inclusiveness.	
5	Works diligently to foster an open and inclusive environment. Actively involved in diversity initiatives. Always displays behavior that respects and values individual differences.
4	Provides support for an open and inclusive environment. Encourages diversity initiatives. Frequently displays behavior that respects and values individual differences.
3	Contributes to promoting an open and inclusive environment. Participates in diversity initiatives. Generally, displays behavior that respects and values individual differences.
2	Occasionally must be encouraged to demonstrate support for a diverse and inclusive environment. Sometimes fails to display behavior that respects and values individual differences.
Comments Bryn has to work with a diverse group of staff and appears to work well with each of them.	

Performance:	4	*Importance:*	2	*Total:*	8

Cooperation and Customer Service • Actions that demonstrate courtesy and display a desire to work with co-workers and customers and how well the Employee represents the City of Flagler Beach.	
5	Constantly anticipates and meets the needs of customers. Always communicates and works well with co-workers and customers. Excels in open communication skills. Promotes a supportive work environment. Always treats others with dignity and respect. An outstanding representative of the City.
4	Frequently anticipates the needs of customers. Generally, communicates and works well with co-workers and customers. Fosters open communication. Encourages others to contribute to the success of the City. Demonstrates how others should be treated with dignity and respect. Respected representative of the City.
3	Meets customer needs. Communicates and works acceptably with customers and co-workers. Demonstrates acceptable communication skills. Treats people with respect and dignity. Effectively represents the City.
2	Occasionally fails to meet customer needs. Some complaints from co-workers and customers on communication skills with others. Sometimes does not treat others with dignity and respect. Does not always represent the City well.
Comments Bryan is very responsive to other departments and commissioners when they make requests. He is pleasant with other directors, residents, and commissioners.	

Performance:	4	*Importance:*	2	*Total:*	8

Teamwork • Ability to assist and/or direct colleagues in a collective effort to accomplish results through cohesive actions of the City staff.	
5	Inspires others to excel. Leads by example. Makes timely and productive decisions. Uses resources wisely. Provides direction and creates an environment that results in the highest level of staff achievement.
4	Encourages the development of others. Promotes departmental initiatives. Makes effective decisions. Uses most resources wisely. Provides a role model and enhances the level of staff achievement.
3	Makes good decisions. Generally, uses resources wisely. Interacts effectively and contributes to overall staff results.
2	Makes some poor work decisions. Occasionally misuses or wastes resources. Some participation and little support of broader staff efforts.
Comments Bryan has offered to work with other departments, and shares use of equipment for better efficiency.	

Performance:	4	*Importance:*	3	*Total:*	12

ADDITIONAL FACTORS FOR SUPERVISORY EMPLOYEES ONLY:

Resource Management • Organizing self and environment for appropriate uses of resources. Resources include budget, employees, equipment, facilities, etc.	
5	Consistently establishes and communicates important work priorities to employees and immediate supervisor. Frequently identifies and implements actions to ensure that financial resources used are less than budgeted. Accurately forecasts resource needs beyond the current budget year.
4	Frequently establishes and communicates important work priorities to employees and immediate supervisor. Monitors resources to ensure financial resources used are less than budgeted. Occasionally identifies cost savings opportunities. Accurately forecasts and schedules resource needs within the current budget year.
3	Works with immediate supervisor to establish work priorities. Communicates work priorities to employees as appropriate. Monitors resources to maintain cost within budgeted amounts. Schedules resource needs to meet daily work requirements.
2	Establishment and communication of work priorities needs improvement. Resource utilization planning does not meet expectations for the job.
Comments Bryan does a good job of getting things completed with limited resources. If he does not have the resources, he finds the correct resources to get the job completed. He was able to have a family member do some welding for an emergency repair and get thing in working order quickly.	

Performance:	4	*Importance:*	2	*Total:*	8

Supervision and Leadership • Utilizing the behaviors that are essential to effective leadership and supervision.	
5	Recognized by superiors, peers, and employees as superior in establishing open communication and climate of collaboration and cooperation. Routinely coaches and trains employees for advancement. Provides accurate and frequent feedback. Creates an employee development plan for each supervised employee. Always takes the initiative to identify and deal directly with problem situations and potential crises. Effectively uses the discipline process to improve employee performance.
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2	Communication style and climate of working with other needs improvement. Rarely provides coaching, training, or feedback to supervised employees. Requires prompting to deal with problem situations and potential crises. Does not effectively use the discipline process for performance improvement.
Comments Bryan can come across a little harsh to his subordinates at times. His tone and demeanor can come across a little aggressive when he provides directions to his staff. When dealing with personnel issues, he ignored his chain of command on several occasions, one time bypassing me and going to HR, another time going to the City Manager, and once to the commissioners.	

Performance:	2	*Importance:*	4	*Total:*	8

KEY OBJECTIVES AND JOB TASKS (optional; attached additional pages if necessary)

Job Duty/Objective/Goal (provide description)
Implement structure and organization in Dept.
Evidence of performance
Set up SOP's for positions and has them on a routine daily task

Job Duty/Objective/Goal (provide description)
Research and obtain proposals for work order system, to be implemented after financial approval
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Bryan has not identified a work order system at this time

Job Duty/Objective/Goal (provide description)
Strengthen communications between maintenance, other departments and leadership for smooth operations.
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Bryan, coordinates often with Public Works and Utilities Maintenance and has all the departments working together on project rather than dividing everyone up into small factions.

AREAS FOR IMPROVEMENT

Description Improve his communication with his chain of command. This includes personnel issues.
Employee comments

Description
Employee comments

GOALS FOR NEXT EVALUATION PERIOD

Goal Develop a work order system
Metric Use BS&A module to implement a work order system by Oct 30th 2025

Goal Complete pavement assessment. Get his staff signed up for training in special trades, such as HVAC, Electrical, Plumbing
Metric At least one staff member enrolled in a course by Dec. 30th 2025

Goal help convert the church portion of Wickline into the planning and zoning wing and install a service window for residents to meet with Planning Staff.
Metric Complete work by Dec. 30th 2025

REVIEWER COMMENTS

Bryan has accomplished quite a bit since joining the City. He has great work ethic and has a great attitude. When it comes to following the chain of command, it has been a failure. Bryan's failure to follow the chain of command is inexcusable. The subject of chain of command was discussed with Bryan and he refused to obey, which is complete insubordination. Bryan has not fulfilled his probationary period requirements, leading to discharge.

RATER COMMENTS (IF APPROPRIATE)

ACKNOWLEDGEMENT

I understand that my signature indicates ONLY that I have received and discussed this Performance Evaluation with my supervisor: my signature does not necessarily mean that I agree with the evaluation's content. I understand that I may attach written comments, if desired, related to my job performance for the evaluation period. If comments are attached, both the Employee (_____) and the Supervisor (_____) must provide initials.

Employee's signature _____ Date _____

Supervisor's signature _____ Date _____

OVERALL RATING

	Outstanding	Exceeds Expectations	Meets Expectations	Improvement Needed
Evaluation Rating		96		
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Outstanding- Exceptional performer. Clearly unique. Results obtained are far above job expectations. Makes significant contributions well beyond job responsibilities.
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Improvement Needed- Employee does not consistently meet all of the standards of performance. Improvement in performance needed. Requires more than expected supervision.

EMPLOYEE COMMENTS

AA

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

9/26/25

Bryan Moisao,

This letter is to inform you that you did not meet your probationary requirements within the 6 month period or your employment with Flagler Beach. The decision is final and you will not have the right to an administrative appeal. You will be provided with a letter of recommendation, If requested.

William H. Freeman

Probationary Period

(a) The probationary period or "working test" period is utilized to observe the new employee's work, to secure the most effective adjustment of a new employee to the position, and to reject any employee whose performance does not meet the required work standards.

(b) The initial probationary period shall be six months but may be extended through the recommendation of the department head and approval of the city manager.

(c) An employee within the probationary period may be discharged by the city manager or the head of the department for which the employee works, without cause. If the employee is not discharged before completion of his/her probationary period, the employee shall be confirmed in his/her position and shall be a regular employee of the city.

(g) If a newly hired probationary employee has been found to be unqualified to perform, or will not properly perform the duties of the position, the department head will recommend that the employee be dismissed and final dismissal and final dismissal be made by the city manager. The employee will be furnished written notice that the employee does not have the right of administrative appeal.

AB

Chanfrau & Chanfrau

ATTORNEYS AT LAW & COUNSELORS AT LAW

A Professional Liability Corporation

"Injured? Let our family help your family"

William M. Chanfrau, Jr.
Former Assistant State Attorney
Personal Injury
Wrongful Death
Criminal Law

W. M. Chanfrau, Sr.
Board Certified Civil Trial Attorney
Personal Injury
Wrongful Death

Kelly H. Chanfrau
Board Certified Labor & Employment Attorney
Sexual Harassment
Personal Injury
Wrongful Death

October 23, 2024

VIA REGULAR U.S. MAIL AND EMAIL: dmartin@cityofflaglerbeach.com
Dale L. Martin
City Manager
City of Flagler Beach
P.O. Box 70
Flagler Beach, FL 32136-0070

Re: Maria Da Silva v. City of Flagler Beach
Our File No. 15972

Dear Mr. Martin:

As you know, we represent Maria Da Silva regarding her claims of harassment, retaliation, ADA discrimination, Whistleblower, and FMLA interference. We believe the City of Flagler Beach subjected Ms. Da Silva to discriminatory and retaliatory actions in violation of the Florida Civil Rights Act (FCRA), the Americans with Disabilities Act (ADA), Family Medical Leave Act (FMLA), and Title VII of the Civil Rights Act.

Our client is in receipt of the October 3, 2024, correspondence sent by you as City Manager on behalf of the City of Flagler Beach. Our position is that Ms. Da Silva has been constructively discharged due to the discriminatory and retaliatory treatment the City of Flagler Beach has subjected her to. Please let us know how you intend to handle our client's outstanding health insurance and benefits.

Should you have any questions, feel free to contact me via telephone at (386) 258-7313.

Best Regards,

/s/ Kelly H. Chanfrau

Kelly H. Chanfrau

KHC/tgc

AC

Transfer. Action in which the employee moves from one budgeted position to another with no resulting title change, or if a title change does take place, there is no change in the pay range.

Uniformed Services. The Navy, Coast Guard, Marine Corps, Army, Air Force, Army National Guard, International Guard, The Commissioned Corps of the Public health Service and any other category designated by the President in time of service or emergency.

Wage adjustment pools: Separated categories of a total fund used for annual salary adjustments. Positions in the Salary Administration Plan may qualify for one (1) or more wage adjustment pools. There are three (3) wage adjustment pools:

(1) COLA pool - All positions receive.

(2) Salary range consideration (SRC) pool - After COLA positions where the salary is still below the midpoint.

(3) Performance Pay Pool - All positions where the salary is below the maximum range qualify.

Work day. Scheduled number of hours an employee is required to work per day.

Work period. Number of hours regularly scheduled to be worked during any seven (7) consecutive days.

ARTICLE II.

STANDARDS OF CONDUCT

SECTION II.1. General policy.

(a) The City of Flagler Beach has established a system of personnel management to assist in providing superior service to the community.

(b) The city advocates the concept that the quality of public service can reach maximum efficiency through a personnel management system based on merit principles.

(c) Employees are encouraged to develop skills and seek formal training that will enhance their personal development and add to the overall expertise of the organization.

(d) It is the policy of the city to demand compliance from employees with all personnel policies, state statutes and federal regulations in the performance of duties. An employee who violates any of these policies shall be subject to disciplinary action.

(e) The city retains all management rights including but not limited to the following:

(1) To determine the organization of the city.

(2) To determine the purpose of each of its department.

(3) To exercise control and discretion over the organization and efficiency of operations.

(4) To set standards for services to be offered to the public.

~~Exhibit A~~

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

AD

NAME		24/25 HOURLY	24/25 ANNUAL	EVAL	MERIT	25/26 HOURLY	25/26 ANNUAL	COMMENTS
MCBRIDE, K	Finance	20.64	42,931.20	B	*	22.58	46,966.40	Probationary (10/01/25); position reclassified
BANKS, R	Sanitation	20.88	43,430.40	A	5%	21.92	45,601.92	
FLEET, B	Water	21.00	43,680.00	B	3%	21.63	44,990.40	
ALLEN, A	Util. Maint.	21.00	43,680.00	C	2%	21.42	44,553.60	
MCGUIRE, T	Building	18.69	PT		*	23.00	PT	Wage adjustment due to specialized skill
HOLMAN, D	Sanitation	22.36	46,508.80	A	5%	23.48	48,834.24	
BUTTNER, E	Police	22.60	47,008.00	B	3%	23.28	48,418.24	
FICOCELLO, M	Planning	23.00	47,840.00	B	3%	23.69	49,275.20	
RAINEY, M	Fire	23.04	71,531.44	C	2%	23.47	72,877.61	
ALBRECHT, A	Water	23.50	48,880.00	B	3%	24.21	50,346.40	
SKRZYPINSKI, H	Water	23.50	48,880.00	C	2%	23.97	49,857.60	
BRAMER, B	Building	23.59	49,067.20	A	5%	24.77	51,520.56	
MCGEE, D	Sanitation	23.90	49,712.00	B	3%	24.62	51,203.36	
DEPASQUALE, M	Finance	24.19	50,315.20	C	2%	24.67	51,321.50	
PEREZ, J	Util. Maint.	24.82	51,625.60	B	3%	25.56	53,174.37	
ISAACS, J	Public Works	25.00	52,000.00	C	2%	25.50	53,040.00	Probationary (06/30/25)
MARTIN, S	Facilities	25.02	52,041.60	A	5%	26.27	54,643.68	
GIFFORD, J	Planning	25.30	52,624.00	B	3%	26.06	54,202.72	
LAW, R	Util. Maint.	25.50	53,040.00	B	3%	26.27	54,631.20	
HINEBAUGH, G	Planning	26.00	54,080.00	B	3%	26.78	55,702.40	
DEFRIESE-ROMERO, C	Police	26.50	57,876.00		*	27.83	60,780.72	Per Collective Bargaining Agreement
RAMIREZ, D	Police	27.08	56,326.40	B	3%	27.89	58,016.19	
ZIEHL, J	Police	27.10	56,368.00	B	3%	27.91	58,059.04	
BOWMAN, J	Wastewater	27.28	56,742.40	B	3%	28.10	58,444.67	
JONES, S	Wastewater	27.28	56,742.40	B	3%	28.10	58,444.67	
LUTTRELL, E	Police	27.53	59,732.40		*	28.36	58,980.27	Per Collective Bargaining Agreement
DURICK, M	Sanitation	27.68	57,574.40	B	3%	28.51	59,301.63	
DUNN, J	Building	28.32	58,905.60	C	2%	28.89	60,083.71	
SNYDER, M	Police	28.31	61,829.04		*	29.16	60,651.34	Per Collective Bargaining Agreement
MAHONEY, H	Finance	28.65	59,592.00	B	3%	29.51	61,379.76	

NAME		24/25 HOURLY	24/25 ANNUAL	EVAL	MERIT	25/26 HOURLY	25/26 ANNUAL	COMMENTS
PARISH, M	Library	28.75	59,800.00	B	3%	29.61	61,594.00	
SAUNDERS, J	Police	29.73	64,930.32		*	31.22	68,184.48	Per Collective Bargaining Agreement
SCHERR, E	Police	30.07	65,672.88		*	31.57	68,948.88	Per Collective Bargaining Agreement
LAUREANO, J	Building	30.81	64,084.80	A	5%	32.35	67,289.04	
KEARNEY, D	Police	30.97	64,417.60	B	3%	31.90	66,350.13	
ANDERSON, M	Public Works	31.25	65,000.00	C	2%	31.88	66,300.00	Probationary (07/28/25)
KUHN, C	City Clerk	31.75	66,040.00	C	2%	32.39	67,360.80	Probationary (06/20/25)
NOBRE, S	Police	32.26	70,455.84		*	33.87	73,972.08	Per Collective Bargaining Agreement
MONROY, K	Executive	32.57	67,745.00	B	3%	33.55	69,777.97	End date 10/15/25
OFLAHERTY, D	Executive					33.65	70,000.00	Start date 10/15/25
JONES, K	Police	33.17	72,443.28		*	34.83	76,068.72	Per Collective Bargaining Agreement
VINCI, R	Police	33.17	72,443.28		*	34.83	76,068.72	Per Collective Bargaining Agreement
ALMBERG, A	Water	33.22	69,097.60	A	5%	34.88	72,552.48	
NOBRE, C	Finance	34.20	71,136.00	B	*	36.33	75,566.40	Probationary (10/01/25); position reclassified
LUDECKER, B	Finance	34.23	71,198.40	B	3%	35.26	73,334.35	
HARTMAN, P	Water	35.07	72,945.60	C	2%	35.77	74,404.51	
GUERRERO, M	Police	35.66	77,881.44		*	37.44	81,768.96	Per Collective Bargaining Agreement
RODRIGUES, L	Sanitation	35.86	74,588.80	B	3%	36.94	76,826.46	
RICHARDS, L	Public Works	36.59	76,107.20	B	3%	37.69	78,390.42	
YELVINGTON, A	Police	37.35	81,572.40		*	39.22	85,656.48	Per Collective Bargaining Agreement
CREWS, J	Streets/Storm	38.25	79,560.00	B	3%	39.40	81,946.80	
BINGHAM, J	Police	38.74	84,608.16		*	40.68	88,845.12	Per Collective Bargaining Agreement
GILLIN, T	Ocean Rescue	40.30	83,824.00	B	3%	41.51	86,338.72	
HASHEM, E	Water	40.88	85,030.40	A	5%	42.92	89,281.92	
LYNN, J	Wastewater	40.89	85,051.20	B	3%	42.12	87,602.74	
BLANK, D	Police	42.04	91,815.36		*	44.14	96,401.76	Per Collective Bargaining Agreement
IMPSON, D	Info Technology	43.27	90,001.60	C	2%	44.14	91,801.63	Probationary (05/05/25)
SCHOENBROD, M	Police	43.27	90,001.60	C	2%	44.14	91,801.63	Probationary (07/28/25)
FIVEASH, J	Fire	46.15	95,992.00	C	2%	47.07	97,911.84	Probationary (06/23/25)
RYAN, K	CRA	48.08	100,006.40	B	3%	49.52	103,006.59	

NAME		24/25 HOURLY	24/25 ANNUAL	EVAL	MERIT	25/26 HOURLY	25/26 ANNUAL	COMMENTS
BLANCHETTE, L	Police	48.52	100,921.60	A	5%	50.95	105,967.68	
MATHIS, E	Hum. Resources	50.17	104,353.60	B	3%	51.68	107,484.21	
RAMER, J	Water	50.98	106,038.40	B	3%	52.51	109,219.55	
COX, S	Fire	52.03	108,222.40	B	3%	53.59	111,469.07	
OVERSTREET, P	City Clerk	52.96	110,156.80	A	5%	55.61	115,664.64	
ALLEN, R	Finance	53.65	111,592.00	A	5%	56.33	117,171.60	
MCCLENNING, L	Planning	55.29	115,003.20	B	3%	56.95	118,453.30	
DOUGHNEY, M	Police	56.75	118,040.00	B	3%	58.45	121,581.20	
MCFADDEN, R	Building	57.30	119,184.00	C	2%	58.45	121,567.68	
HARLAN, H	Finance	62.64	130,291.20	A	5%	65.77	136,805.76	
MARTIN, D	Executive	79.33	165,006.40		0%	79.33	165,006.40	
FREEMAN, W	Public Works	80.18	166,774.40	B	3%	82.59	171,777.63	

AE

On Wed, Aug 13, 2025 at 2:15 PM Bill Freeman <BFreeman@cityofflaglerbeach.com> wrote:

Jill
For a project of that small magnitude, we can just use your standard contract and then invoice us on your template. We are ready to get this signed. I believe I asked you to add a 5% contingency. Have you provided that?As long as we keep it under $35k we can avoid going to the commission, which slows the process down.

Get Outlook for iOS

From: Jenifer Crews <JCrews@cityofflaglerbeach.com>
Sent: Friday, August 8, 2025 1:31 PM
To: 3 B's Custom Concrete, Inc. Snyder <3bsflagler@email.com>; Bill Freeman <BFreeman@cityofflaglerbeach.com>; Hollie Mahoney <HMahoney@CityofFlaglerBeach.com>
Subject: RE: External - vendor process

Can anyone provide this information please as I am not sure how this process works on this end of it thanks.

Jenifer Crews
City Of Flagler Beach
Public Works Supervisor
My Cell (386-285-7737)
Email jcrews@cityofflaglerbeach.com

From: 3 B's Custom Concrete, Inc. Snyder <3bsflagler@gmail.com>
Sent: Thursday, August 7, 2025 4:06 PM
To: Bill Freeman <BFreeman@cityofflaglerbeach.com>; Jenifer Crews <JCrews@cityofflaglerbeach.com>; Hollie Mahoney <HMahoney@CityofFlaglerBeach.com>
Subject: External - vendor process

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

Hello all,
Based on verbal conversations and the vendor packet that I signed, additional quotes are not needed. But the department supervisor has the option to get other quotes. I am double checking because another department was informed they must have an additional quote.
Once the proposal is approved by a department supervisor:
Do I submit my usual contract?
Or is there a City vendor contract that you will send me?
Or do I just submit a payment schedule invoice?
What is the vendor process?
Thank you, Jill

AF

3B's Custom Concrete, Inc.

P O Box 2420, Flagler Beach, FL 32136

Owners: City of Flagler Beach
P O Box 70, Flagler Beach, FL 32136
Job address: Water tower 3100 S Oceanshore Blvd, Flagler Beach, FL 32136

3 B's Custom Concrete, Inc., (herein referred to as 3 B's) proposed to furnish all material, labor and permit for preparation and installation of sidewalk in ROW on S. Central Ave. side of property: Install approximately 585 LF by 5 FT wide sidewalk - 103 LF @ 6" thick and the remainder @ 4" thick. Set up FDOT signage/cones, schedule utility locates, remove asphalt/grade with tractor, form, install expansion material at existing sidewalks, plate compact, pour Cemex concrete 3,000 PSI with fiber, imprint handicap bubble stamp in 2 locations, broom finish, expansion cuts under every 5 LF, paint bubble imprint caution yellow and re-sod (Bahia) as needed.
Not included: Surveys, asphalt replace/repair, damage to underground plumbing/utilities, culvert pipe, drains, and City of Flagler Beach retention requirements.

Permit, labor & material: $ 32,740.00
5% contingency: $ 1,637.00
Total Contract Price: $34,377.00

Deposit due with contract: $3,274.00
Draw due upon permit/start: $5,238.40
Draw due upon 1st half form/ready for inspection: $5,238.40
raw due upon 1st half pour: $5,238.40
Draw due upon 2nd half form/ready for inspection: $5,238.40
Draw due upon 2nd half pour: $5,238.40
Balance at completion: $3,274.00 less any unused contingency

Subject to terms and conditions as it appears on the back (page 2) of this contract. Any changes desired by the owner or contractor must be made in writing and submitted to 3B's for approval. Extras or changes may be more costly than if that work had been approved for the original contract. The terms and conditions set forth on the reverse side (page 2) hereof are incorporated herein by reference and are an integral part of this proposal and any resulting contract. Acknowledge page 3 Florida statues and recovery fund. Upon acceptance of this proposal, same shall become a binding contract on both parties. This proposal is in duplicate and each signed copy shall be deemed an original.

_____ Date: _____
Owner or Contractor

Bill Snyder Date: 8-20-25
Officer of 3 B's Custom Concrete, Inc.
RB29003920

COMPANY	DESCRIPTION	DATE	AMOUNT
APS	CCTV, VAC TRUCK, LINING 26 LF	6/18/2025	$29,159.66
VORTEX	CCTV, VAC TRUCK	6/23/2025	$9,750.00
ENGINEERED SPRAY SOLUTIONS	CCTV INSPECTION	5/31/2025	$16,330.00
PSI	6" SEWAGE PUMP	9/26/2024	$18,180.00
PSI	6' SEWAGE PUMP, GUIDE RAILS, BRAKETS,PLATE, CABLES	3/24/2025	$24,472.00
ENVIRONMENTAL CONTROL SYSTEMS	INSTALL PUMPS, BRACKETS, PLATE, ANCHORS	2/26/2025	$29,735.00
FREEDOM ELEC	DIALIER AND PANEL WORK	4/17/2025	$1,200.00
ENVIRONMENTAL CONTROL SYSTEMS	CONTROL PANEL. PUMP TRUCK, INSTALL PUMPS	12/3/2024	$8,100.00
ENVIRONMENTAL CONTROL SYSTEMS	PUMP TRUCK/TECH, REPAIRS	7/30/2024	$4,125.00
UNITED RENTAL	BYPASS REPAIR	4/2/2025	$2,363.19
UNITED RENTAL	REPAIRS	11/26/2024	$6,484.59
UNITED RENTAL	REPAIRS	12/6/2024	$1,023.01
ENGINEERED SPRAY SOLUTIONS	SPRAY LINER		$66,051.00
UNITED RENTAL	BYPASS PUMP RENTAL 10 Months @ $3,006.31 a month		$30,063.10
EST FUEL COST	Estimated over 10 months @ $3.25 a gallon		$20,000.00
EST LABOR COST	Estimated 10 months		$10,000.00
TOTAL			$277,036.55

AH

Hello Mr Martin,

I hope you're doing well. I had a quick question regarding merit increases for probationary employees whose probation period spans the start of the fiscal year.

If a probationary employee becomes eligible for merit pay after completing their probation, is the increase retroactive to October 1, or does it begin from the date the probation ends?

Appreciate your clarification!

On Monday, September 22, 2025 at 10:53:22 AM CDT, Dale Martin <dmartin@cityofflaglerbeach.com> wrote:

Good morning:

My policy for salaries/wages is as follows:

Probationary employees

A probationary employee is any City employee who has started employment within the last six months or has been promoted to a new position within the last six months. A probationary employee is not eligible for additional compensation during the first three months of the probationary period. For probationary employees within the last three months of their probationary period, at the start of the fiscal year (Oct 1), those employees are eligible for a minimal increase (at that point, primarily based upon the official cost of living increase, which for this year was approximately two percent). At the conclusion of the probationary period, an evaluation is conducted to determine 1) should the employee be retained and 2) should additional merit pay be authorized if the probationary period spanned the start of a new fiscal year (when nearly all merit pay increases are implemented).

If an employee is a probationary employee due to a promotion, the employee does not receive additional merit pay beyond the increased salary/wages received due to the promotion. Similarly, an employee whose position is reclassified resulting in higher salary/wages but is not a promotion, does not also receive a merit pay increase. In other words, salary/wage increases are limited only to merit pay, promotion, or reclassification (only one of the three).

Non-probationary employees

Non-probationary employees are evaluated and awarded merit pay increases (determined by a scale based, in part, upon the cost of living increase) at the start of the fiscal year (October 1).

Most Police officer wages are governed by the negotiated and approved terms of a collective bargaining agreement which differ from the terms described above (including the terms and conditions of probationary status).

Mr. Dale L. Martin

City Manager

105 S. 2nd Street

Flagler Beach, FL 32136

O: (386) 517-2000 x222 M: (904) 557-5047

AH

Employee Name	Hourly Rate	Salary (x2080)	COLA (3.2)	COLA Adjusted Hourly Wage	COLA Adjusted Salary	Merit Raise	MERIT Adjusted Hourly Wage	MERIT Adjusted Salary	
ALBRECHT, AUSTIN	21.19	44075.2	1.032	21.86808	45,485.61	0	-	-	
ALLEN, ANDREW T	19.58	40726.4	1.032	20.20656	42,029.64	1.01	20.41	42,449.94	
ALLEN, RHONDA J	51.47	107057.6	1.032	53.11704	110,483.44	1.03	54.71	113,797.95	
ALMBERG, AARON F	31.25	65000	1.032	32.25	67,080.00	0	-	-	
ARMELLINO, JOSEPH I	18	37440	1.032	18.576	38,638.08	0	-	-	
BANKS, RUSSELL	19.64	40851.2	1.032	20.26848	42,158.44	1.03	20.88	43,423.19	
BLANCHETTE, LANCE	45.65	94952	1.032	47.1108	97,990.46	1.03	48.52	100,930.18	
BOWMAN, JOHN D	26.43	54974.4	1.032	27.27576	56,733.58	0	-	-	
BRADFORD, SAMUEL F	16	33280	1.032	16.512	34,344.96	0	-	-	
BRAMER, BONNIE J.	22.63	47070.4	1.032	23.35416	48,576.65	1.01	23.59	49,062.42	
BUTTNER, ELLEN S	21.68	45094.4	1.032	22.37376	46,537.42	1.01	22.60	47,002.80	
CLEMENCE III, WILMER W	37.07	77105.6	1.032	38.25624	79,572.98	0	-	-	
COUGHLIN, JAMES	15.86	32988.8	1.032	16.36752	34,044.44				
COSTER, MICHAEL S	48.08	100006.4	1.032	49.61856	103,206.60	1.01	50.11	104,238.67	
COX, STEPHEN	44.11	91748.8	1.032	45.52152	94,684.76	1.01	45.98	95,631.61	*Not Corre
COZZONE, GAETANO R	32.63	67870.4			-		-	-	
CREWS, JENIFER K.	36.7	76336	1.032	37.8744	78,778.75	1.01	38.25	79,566.54	
DA SILVA, MARIA	32.17	66913.6			-		-	-	
DENVIR, STEPHEN	16.7	34736	1.032	17.2344	35,847.55	0	-	-	
DEPASQUALE, MICHELLE L	23.21	48276.8	1.032	23.95272	49,821.66	1.01	24.19	50,319.87	
DINARDI, MARY C	19.78	41142.4	1.032	20.41296	42,458.96	0	-	-	
DOMINGUEZ, GONZALO	17.91	37252.8	1.032	18.48312	38,444.89	1.01	18.67	38,829.34	
DOUGHNEY, MATTHEW P	54.45	113256	1.032	56.1924	116,880.19	1.01	56.75	118,048.99	
DUNN, JERRY G	27.44	57075.2	1.032	28.31808	58,901.61	0	-	-	
DURICK, MATTHEW A	26.04	54163.2	1.032	26.87328	55,896.42	1.03	27.68	57,573.32	
FICOCELLO, MICHELE C	20.82	43305.6	1.032	21.48624	44,691.38	1.03	22.13	46,032.12	
FLEET, BRENTON J	16.5	34320	1.032	17.028	35,418.24	0	-	-	
FORAND, MARJORIE	18.26	37980.8	1.032	18.84432	39,196.19	1.03	19.41	40,372.07	
FREEMAN, WILLIAM H	76.92	159993.6	1.032	79.38144	165,113.40	1.01	80.18	166,764.53	
GAUVEY, TROY A	27.87	57969.6	1.032	28.76184	59,824.63	1.03	29.62	61,619.37	

GIFFORD, JOHN A	24.52	51001.6	1.032	25.30464	52,633.65	0	-	-
GILLIN, THOMAS W	39.05	81224	1.032	40.2996	83,823.17	0	-	-
GOCKE, MICHAEL	16.41	34132.8	1.032	16.93512	35,225.05			
HARGRAVES, JESSICA L	16.5	34320	1.032	17.028	35,418.24	1.01	17.20	35,772.42
HARLAN, HOLLIE	60.1	125008	1.032	62.0232	129,008.26	1.01	62.64	130,298.34
HARTMAN, PAUL D	33.65	69992	1.032	34.7268	72,231.74	1.01	35.07	72,954.06
HASHEM, EHAB	38.46	79996.8	1.032	39.69072	82,556.70	1.03	40.88	85,033.40
HINEBAUGH, GARY	16.5	34320	1.032	17.028	35,418.24	0	-	-
HOLMAN, DAVID	21.04	43763.2	1.032	21.71328	45,163.62	1.03	22.36	46,518.53
HUNTER IV, JESSE L	19.58	40726.4	1.032	20.20656	42,029.64	0	-	-
JONES, STANLEY K	26.43	54974.4	1.032	27.27576	56,733.58	0	-	-
KEARNEY, DONNA	29.71	61796.8	1.032	30.66072	63,774.30	1.01	30.97	64,412.04
KENDRA, KRISTOPHER	15.86	32988.8	1.032	16.36752	34,044.44			
LAUREANO, JOHN	29.56	61484.8	1.032	30.50592	63,452.31	1.01	30.81	64,086.84
LAW, ROBERT A	22.42	46633.6	1.032	23.13744	48,125.88	1.03	23.83	49,569.65
LAWRENCE, DAVID R	15.86	32988.8	1.032	16.36752	34,044.44			
LILAVOIS, ROBERT	16.5	34320	1.032	17.028	35,418.24	0	-	-
LUDECKER, BRENDA S	32.2	66976	1.032	33.2304	69,119.23	1.03	34.23	71,192.81
LYNN, JOHNNY	39.23	81598.4	1.032	40.48536	84,209.55	1.01	40.89	85,051.64
MAHADEO, GERALD V.	30.16	62732.8	1.032	31.12512	64,740.25	1.01	31.44	65,387.65
MAHONEY, HOLLIE	26.95	56056	1.032	27.8124	57,849.79	1.03	28.65	59,585.29
MARTIN, DALE L	79.33	165006.4				0	-	-
MARTIN, SANTIAGO T	24	49920	1.032	24.768	51,517.44	1.01	25.02	52,032.61
MATHIS, ELIZABETH	48.13	100110.4	1.032	49.67016	103,313.93	1.01	50.17	104,347.07
MCBRIDE, KIMBERLY J	20	41600	1.032	20.64	42,931.20	0	-	-
MCCLENNING, LUPITA	43.27	90001.6	1.032	44.65464	92,881.65	1.01	45.10	93,810.47
MCFADDEN, RICHARD	55.52	115481.6	1.032	57.29664	119,177.01	0	-	-
MCGEE, DERRICK M	22.48	46758.4	1.032	23.19936	48,254.67	1.03	23.90	49,702.31
MCGUIRE, TIMOTHY P	17.93	37294.4	1.032	18.50376	38,487.82	1.01	18.69	38,872.70
MCKASY, JOANNA E	29	60320	1.032	29.928	62,250.24	0	-	-
MELGAR, GIOVANNI A	17.46	36316.8	1.032	18.01872	37,478.94	1.01	18.20	37,853.73
MONROY, KATHERINE	31.25	65000	1.032	32.25	67,080.00	1.01	32.57	67,750.80
NOBRE, CRYSTAL	32.17	66913.6	1.032	33.19944	69,054.84	1.03	34.20	71,126.48
NOVAK, IDA C	36.06	75004.8	1.032	37.21392	77,404.95	1.01	37.59	78,179.00

(e) If an employee is promoted to a higher position, his/her promotion shall not be deemed regular until he/she has completed and served in such capacity for a probationary six months following the date of the promotion.

(f) During the probationary period the employee's supervisor will notify the employee if performance is not satisfactory and test period requirements are not being met.

(g) If a newly hired probationary employee has been found to be unqualified to perform or will not properly perform the duties of the position, the department head will recommend that the employee be dismissed and final dismissal be made by the city manager. The employee will be furnished written notice that the employee does not have the right of administrative appeal.

(h) If an employee who is serving a probationary period incurred as a result of a promotion and is found to be unqualified to perform the duties of the higher position, every effort will be made to return the employee to the position and status held immediately prior to the promotion. If the employee's former position is filled, the employee may be transferred to a vacant position with the same job classification, subject to the approval of the department head, if a vacancy exists.

(i) Employees will earn leave benefits during the probationary period. Annual leave will not be allowed to be taken until completion of the probationary period for new employees.

SECTION III.12. Hours of work.

(a) Regular full-time staff that functions principally in office settings at City Hall (and additionally, Meter Readers) and the Wickline Center will have a standard schedule of Monday through Friday, 8:00 AM through 5:00 PM (one-hour for lunch). Building Officials, Building Inspectors, and field staff (Facilities and Utilities) will have a standard schedule of Monday through Friday, 7:00 AM through 3:30 PM (thirty minutes for lunch). Department Directors will establish schedules for part-time staff.

(b) Department Directors with personnel working "shift-duties" (Police, Fire, Water Treatment Plant) will establish work schedules to best accommodate the needs of the City and the allocation of personnel.

SECTION III.13. Special twenty-eight-day work period for fire protection employees.

(a) Overtime for regular full-time fire protection employees will be computed on a twenty-eight-day work period.

(b) Fire protection employees means individuals who are certified under Florida law as firefighters and who have the legal authority and responsibility to engage in the prevention, control or extinguishment of any fires and perform activities that are required for, and are directly concerned with, the prevention, control and extinguishment of fires.

(c) All hours worked by fire protection employees in excess of two hundred twelve (212) hours in the twenty-eight-day period will be paid at a rate of at least one and half (1

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SECTION III.11. Probationary period.

(a) The probationary or "working test" period is utilized to observe the new employee's work, to secure the most effective adjustment of a new employee to the position, and to reject any employee whose performance does not meet the required work standards.

(b) The initial probationary period shall be six months but may be extended through the recommendation of the department head and approval of the city manager.

(c) An employee within the probationary period may be discharged by the city manager or the head of the department for which the employee works, without cause. If the employee is not discharged before completion of his/her probationary period, the employee shall be confirmed in his/her position and shall be a regular employee of the city.

(d) Where the completion of minimal educational requirement or other qualification are required upon the initial employment of an employee, the probationary period shall be extended until all of the educational requirements or other qualifications for the position have been met.

(e) If an employee is promoted to a higher position, his/her promotion shall not be deemed regular until he/she has completed and served in such capacity for a probationary six months following the date of the promotion.

(f) During the probationary period the employee's supervisor will notify the employee if performance is not satisfactory and test period requirements are not being met.

(g) If a newly hired probationary employee has been found to be unqualified to perform or will not properly perform the duties of the position, the department head will recommend that the employee be dismissed and final dismissal be made by the city manager. The employee will be furnished written notice that the employee does not have the right of administrative appeal.

(h) If an employee who is serving a probationary period incurred as a result of a promotion and is found to be unqualified to perform the duties of the higher position, every effort will be made to return the employee to the position and status held immediately prior to the promotion. If the employee's former position is filled, the employee may be transferred to a vacant position with the same job classification, subject to the approval of the department head, if a vacancy exists.

(i) Employees will earn leave benefits during the probationary period. Annual leave will not be allowed to be taken until completion of the probationary period for new employees.

SECTION III.12. Hours of work.

(a) The city manager, in conjunction with department heads shall establish hours of work in accordance with the needs of the city and the public.

(b) Employees working on a shift basis will work the hours as determined by departmental policy.

(c) Lunch period will be scheduled at the discretion of the department head.

(d) A work break, not to exceed fifteen (15) minutes, will be allowed during the first half of the work shift and another during the second half. Work breaks must be utilized when scheduled and cannot be accumulated or used for early departure from work.

SECTION III.13. Special twenty-eight-day work period for fire protection employees.

(a) Overtime for regular full-time fire protection employees will be computed on a twenty-eight-day work period.

(b) Fire protection employees means individuals who are certified under Florida law as firefighters and who have the legal authority and responsibility to engage in the prevention, control or extinguishment of any fires and perform activities that are required for, and are directly concerned with, the prevention, control and extinguishment of fires.

(c) All hours worked by fire protection employees in excess of two hundred twelve (212) hours in the twenty-eight-day period will be paid at a rate of at least one and half (1 1/2) times the employee's regular rate of pay.

(d) For purposes of this policy, compensable hours of work include all time during which the fire protection employee is on duty at the fire department or other prescribed workplace and may include both scheduled and unscheduled periods (such as emergencies or court appearances).

(e) In lieu of any other holiday pay or premium pay for work on holidays (see sections IV.2 and IV.3), regular full-time fire protection employees will receive twelve (12) hours of straight pay for each observed holiday. The city manager will determine when these payments are to be made but is limited to payment after the time is earned.

(f) Regular full-time fire protection employees will accrue annual leave (vacation) on the following basis:

Continuous Employment	Annual Leave Accrual
1 year	106 hours
5 years	127 hours
10 years	159 hours
15 years	212 hours

(g) Regular full-time fire protection employees will accrue sick leave at the rate of nine and seven-tenths (9.7) hours per twenty-eight-day work period.

(h) This policy is intended to comply with the Fair Labor Standards Act (FLSA) and

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1. **Dowagiac, Michigan**

- **Termination Date:** September 20[illegible]
- **Reason:** The city council exercised a buyout clause in Martin's contract after six months, stating that his management style was not a good fit for the city.

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2. **Davison, Michigan**

- **Termination Date:** July 26, 2010
- **Reason:** The city council voted 4–3 to place Martin on a 30-day paid leave with the intent to terminate his employment. Some council members accused him of providing misleading information, being disrespectful, and focusing more on his professional advancement than the city's interests.

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3. **Winsted, Connecticut**

- **Termination Date:** September 2014
- **Reason:** The Board of Selectmen suspended Martin with the intent to terminate his employment, citing a loss of confidence in his ability to perform his duties, lead recovery efforts, foster economic development, and maintain transparent communication with the board.

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4. **Fernandina Beach, Florida**

- **Termination Date:** February 21, 2023
- **Reason:** The city commission voted 3–2 to terminate Martin's employment. Vice Mayor David Sturges cited a "laundry list" of grievances, including concerns over the hiring process for a new police chief and alleged mismanagement. However, specific reasons were not publicly detailed, and some commissioners expressed that it was simply "time for a change."

Following his tenure in Fernandina Beach, Martin was appointed as the city manager of Flagler Beach, Florida, in July 2023. As of October 2024, he received mixed performance evaluations from the city commission, with some members praising his vision and others expressing concerns over project management and communication.

The Following questions were submitted to Mr. Martin from Commissioner Sherman.

1. Use of City Vehicles

   I would appreciate clarification on the City's policy regarding the use of city vehicles during work hours. Specifically:

   What activities are considered permissible under the current policy?

   Photos were provided showing staff using non-police city vehicles to visit a bank, a convenience store, and a local café during the morning hours.
   Please advise whether these uses align with policy and whether any review is being conducted.

2. Public Safety and Site Conditions

   Concerns were raised regarding safety conditions at several locations:

   During First Friday, photos were provided showing exposed electrical boxes and extension cords running across walking areas without apparent protection or mitigation of trip hazards.

   Along South Central, photos show holes left open without visible barriers or safeguards, creating a potential safety risk. I understand this became a public concern due to the length of time the condition remained unaddressed.

   Following the most recent water main break on Third Street, why were sidewalks not closed off to pedestrian traffic?

3. January 12 Water Main Break (Third Street)

   I would like to know:

   What type of investigation is being conducted regarding the January 12 water main break on Third Street.

   Whether the City has reviewed videos and images circulating publicly that appear to show contaminated water reentering the sewer system.

   What role City staff, including the City Engineer, played on-site and whether any findings or reports are forthcoming.

4. Procurement and Ethical Practices

   I am seeking clarification regarding an email that was disclosed to me suggesting the City Engineer advised a contractor (3Bs) to keep a sidewalk bid under $35,000 to avoid review by the City Commission.

Is this consistent with City procurement policies?

Is this considered an ethical and acceptable practice under City standards?

5. Former Facilities Director Hearing

   Following the six-hour hearing involving the former Facilities Director:

   What were the formal findings, particularly with respect to matters that were determined to fall outside the scope of gross negligence?

6. Hiring and Human Resources Procedures

   It was brought to my attention that:

   Policy and procedure may not have been followed in the hiring of the Project Manager.

   Policy and procedure may not have been followed with respect to the job posting process.

   Please advise whether these matters have been reviewed and what corrective actions, if any, were identified.

7. Project Reporting and Oversight

   I would appreciate updates or timelines regarding:

   A comprehensive report on the South 2nd Street project, including its prolonged impacts on local businesses and surrounding operations.

   A report on the South 25th Street lift station project.

8. Compensation and Budget Practices

   Please clarify:

   Why did the executive staff (specifically the City Engineer and City Planner) receive merit increases in the FY 2024 budget while in their probationary period, when other probationary employees did not?

   How does this align with City policy, particularly given that the employee handbook states that COLA increases are separate from merit increases?

9. Grants and Legal Matters

I am requesting information on the following:

The $350,000 Milton FEMA grant that the City reportedly did not apply for, including the circumstances surrounding that decision.

The status of the Maria Da Silva case, including whether it was dismissed or otherwise resolved.

10. City Engineer Concerns

Finally, I am requesting clarification on:

The City's response to legal threats allegedly made via email by the City Engineer to Mr. Anthony Stewart.

What steps are being taken to verify the City Engineer's background and credentials, as information has been shared suggesting potential discrepancies between resume claims, reference checks, and the qualifications listed in the job posting for the position.

Staff Report

City Commission Regular Meeting

February 26, 2026

To:	City Commission
From:	William Freeman, City Engineer/Public Works Administrator
Meeting Date:	February 26, 2026
Item Name:	Resolution 2026-06. A Resolution by the City Commission of the City of Flagler Beach accepting Quote No. 313721 from Tigris Aquatic Services LLC for aquatic restoration work at the stormwater pond located on South Flagler Avenue between South 12th Street and South 13th Street, in an amount not to exceed $34,235.00; providing for conflict and an effective date.

Background:

The City of Flagler Beach owns and maintains a stormwater pond located on South Flagler Avenue between South 12th Street and South 13th Street. This pond and its adjoining 220-foot canal segment play an important role in local drainage, stormwater flow, and water quality management.

On September 12, City Staff reached out to St. John's Water River Water Management District (SJRWMD) for information about removing black mangroves, an endangered species of plant. SJRWMD staff determined that this system (pond adjacent to S. Falgler Ave between S. 12th Str and S. 13th Str) is exempt from permitting pursuant to 62.340 F.A.C. and therefore, pursuant to 403.9328 (5) F.A.C., a permit is not required to trim or alter the mangroves.

City staff have identified the need for restoration activities to improve flow conditions, remove accumulated vegetation, and address obstructions that limit the pond’s performance. Tigris Aquatic Services LLC submitted Quote No. 313721, dated September 23, 2025, proposing a one-time aquatic restoration project that includes:

- Removal of the existing weir structure, riprap, and vegetation in Area 1
- Dredging of Area 1 as necessary to achieve adequate flow
- Clearing vegetation back three feet on both sides of the 220-foot canal
- Cleaning the canal to improve flow
- Removal of Lyngbya from the pond surface and banks
- Re-Install the Weir Structure after cleaning
- All labor, materials, equipment, and remediation necessary to complete the project

Staff have reviewed the proposal and determined that the scope of work is appropriate and necessary to support stormwater system performance in this area.

Fiscal Impact:
The total project cost is $34,235.00, with a required 50% deposit of $17,117.50. Funding for the project will be drawn from the City's Stormwater capital budget, Stormwater Improvements.

Staff Recommendation:
Staff recommends approval of Resolution 2026-06, accepting Quote No. 313721 from Tigris Aquatic Services LLC and authorizing the City Manager, or designee, to execute all necessary documents and proceed with the project in an amount not to exceed $34,235.00.

Attachments:
1. 2026-06 Pond Clearing
2. Quote from Tigris
3. Quote from DDS Enterprises
4. Area 1
5. Area 2
6. 12th Street Photo
7. Email From SJWRMD
8. Recorded Easement Doc - Copy
9. SJ No 130027-1 Letter of Exemption

RESOLUTION 2026-06

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, ACCEPTING THE QUOTE FROM TIGRIS AQUATIC SERVICES LLC FOR AQUATIC RESTORATION WORK INCLUDING REMOVAL OF EXISTING WEIR STRUCTURE, VEGETATION CLEARING, DREDGING, AND FLOW IMPROVEMENT ACTIVITIES WITHIN THE STORMWATER POND LOCATED ON SOUTH FLAGLER AVENUE BETWEEN SOUTH 12TH STREET AND SOUTH 13TH STREET.

WHEREAS, the City of Flagler Beach maintains a stormwater pond located on South Flagler Avenue between South 12th Street and South 13th Street, which plays an important role in local drainage, water quality, and stormwater flow management; and,

WHEREAS, City staff have identified the need to restore and improve water flow within this pond and the adjoining 220-foot canal section to support proper stormwater movement and ecological function; and,

WHEREAS, Tigris Aquatic Services LLC has submitted Quote No. 313721 dated September 23, 2025, proposing a one-time aquatic services project including removal of the existing weir structure, riprap, and vegetation; dredging of the pond as necessary; clearing vegetation back three feet on both sides of the canal; deepening the canal to improve flow; Re-installing the weir structure after cleaning, and removing Lyngbya from the pond surface and banks;

WHEREAS, the total project cost of $34,235.00, with a required 50% deposit of $17,117.50, has been reviewed by City staff and determined to be reasonable, appropriate, and in the best interest of the City; and,

WHEREAS, Staff desires to accept the quote, approve Resolution 2026-06 and authorize the work as outlined.

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

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

SECTION 2. The City Commission hereby accepts Tigris Aquatic Services LLC Quote No. 313721 in the amount of $34,235.00 and authorizes the City Manager, or designee, to execute all necessary documents and to proceed with the project as described.

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 26th day of February, 2026.

CITY OF FLAGLER BEACH, FLORIDA

PATTI KING, MAYOR

ATTEST:

PENNY OVERSTREET, CITY CLERK

Contact Us
TIGRIS Aquatic Services LLC 11232 Saint Johns Industrial Parkway North Ste 4 Jacksonville, Florida 32246 smetzger@tigrisusa.com 904-714-5815



Quote: 313721	
Quote Date:	09/23/2025
Expiration Date:	03/09/2026

Bill To:
City of Flagler Beach 800 South Daytona Avenue Flagler Beach, Florida 32136

Customer: City of Flagler Beach
800 South Daytona Avenue Flagler Beach, Florida 32136

Description	Unit Price	Qty	Amount
Aquatic Services - One-Time Please see attached maps: 1. Removing existing weir structure, Riprap, and vegetation in Area 1 2. Dredging Area 1 as necessary to achieve adequate flow. 3. Clearing of 220'canal, remove vegetation back 3' on both sides of the canal, deepening canal to improve flow. 4. Removing Lygnbya from surface and banks of the pond. 5. Price includes all material, labor, equipment and remediation to complete the project.	$34,235.00	1	$34,235.00
Breakdown Area 1: Outflow Basin Area 2: Drainage Canal Mechanical & Manual Excavation (areas 1&2) $ 23,380.00 1. Removal of woody overgrowth 2. Removal of aquatic vegetative overgrowth 3. Reposition existing rip rap 4. Re-Install the Weir Structure Haul & Final Disposal $ 6,680.00 Mobilization $ 4,175.00 Total Cost $ 34,235.00			

Deposit & Payment	
Deposit Required:	50% ($17,117.50)

Summary	
Subtotal:	$34,235.00

Deposit Due: 50% ($17,117.50)	Total: $34,235.00

Terms & Conditions

TERM AND TERMINATION: THIS AGREEMENT HAS AN AUTOMATIC RENEWAL CLAUSE. The term of the Agreement for annual services and/or annual product as described above shall commence on the date when both parties have executed this Agreement and shall continue for twelve consecutive months (the “Initial Term”). Unless either party hereto provides the other party with written notice at least ninety (90) days prior to the end of the Initial Term or any subsequent renewal term, this Agreement shall automatically renew for subsequent additional terms, with each subsequent term having a duration equal to the Initial Term. Notwithstanding anything set forth herein to the contrary, either party may terminate this Agreement upon 30 days written notice to the other party; provided that in the event the Customer terminates this Agreement, the Customer must provide payment to TIGRIS Aquatic Services, LLC (TIGRIS) for all services rendered prior to the effective date of termination.

PRICE INCREASE: Following the initial term, the prices listed above can be increased by a percentage which shall not exceed five (5%) percent. TIGRIS may petition Customer at any time for an additional rate adjustment on the basis of extraordinary and unusual changes in the cost of operations that could not be reasonably foreseen by a prudent operator. New areas to be covered will be pro-rated to the program cost at the rates in effect at the time.

PAYMENT: All payments for services rendered under this contract are due within 30 days from the invoice date. If payment is past due 60 days or more, TIGRIS reserves the right to postpone service until the total amount due, including finance charges, is paid in full. Upon receipt of payment TIGRIS will inspect the service area; if conditions have changed significantly due to the interruption of service, additional fees will be incurred to return it to normal status.

Credit card payments incur a 3.5% service fee. An annual rate of 18% will be assessed on all accounts over 30 days. Should it become necessary for TIGRIS to bring action for collection of monies due and owing under this Agreement, Customer agrees to pay costs incurred by TIGRIS from such collection

VENDOR COMPLIANCE: An additional fee will be charged if customer requires specific Vendor Portal Sites or vendor compliance memberships.

PROPERTY DAMAGE/LIMITATION ON CLAIMS: Allegations of property damage resulting from the services rendered by TIGRIS must be submitted in a written report with pictures included, filed directly with respective Account Manager within fifteen (15) days. TIGRIS will review the report, determine a fair and equitable resolution, and respond within a timely manner. Customer agrees that any claims Customer has against TIGRIS must be filed within one (1) year from the date of termination of this Agreement.

LIMITATION OF LIABILITY: Neither party will be liable to the other party for any special, indirect, consequential, or incidental damages of any kind, including, without limitation, any loss of profit, loss of use, or business interruption, based on any claim under this agreement, even if such party has been advised of the possibility of such damages. Customer hereby agrees to indemnify, defend and hold harmless TIGRIS from and against any and all liabilities, obligations, damages, penalties, fines, loss, awards, judgments, costs, and expenses (including, without limitation, reasonable attorneys’ fees and costs), relating to any claim, action or proceeding initiated or threatened by a third party (collectively “Losses”) incurred by or imposed upon TIGRIS as a result of Customer’s negligence or intentional misconduct. TIGRIS hereby agrees to indemnify, defend and hold harmless the Customer from and against all Losses incurred by or imposed upon the Customer as a result of TIGRIS’s negligence or intentional misconduct provided however that TIGRIS shall not be responsible for any Losses due in whole or in part to Customer’s negligent acts or omissions.

INSURANCE: TIGRIS shall carry Worker’s Compensation and Employer Liability, Commercial General Liability, Professional Liability, and Property Damage Insurance which shall remain in full effect throughout this Agreement. Customer will be an insurance certificate holder and named as an additional insured. Copies of certificates of insurance naming the Customer as additionally insured will be provided upon request.

EQUIPMENT: TIGRIS will furnish all labor, equipment, materials, supervision and taxes and has provided proper instruction of all safety measures to its personnel. TIGRIS is licensed and registered by the State of service for the use of aquatic herbicides.

ENTIRE AGREEMENT: This Agreement constitutes the complete understanding between the parties hereto and supersedes any prior understandings whether written or oral between the parties relating to the subject matter hereof. SIGNING AND RETURNING this document authorizes TIGRIS to perform the services and/or have product(s) delivered as stipulated within this agreement. This agreement is based on current Federal, State and local rules and regulations. Any changes to these rules that affect how our operations are carried out may require changes to this Agreement. The property representative would be notified in writing in the event of any such changes. By signing this document, I acknowledge I have the authority to authorize TIGRIS to perform the services outlined in this agreement.

Customer Approval

Customer Signature	Name	Date

ESTIMATE

DDS Enterprises LLC
463 Shaw Lake Rd
Pierson, FL 32180

DDSEnterprisesLLC@yahoo.com
+1 (386) 490-5631

Bill to
Justin Isaacs
City of Flagler Beach
800 S Daytona Av
Flagler Beach, Florida 32136

Estimate details
Estimate no.: 1153
Estimate date: 09/21/2025

#	Product or service	Description	Qty	Rate	Amount
1.	**Mobilization**		1	$2,500.00	$2,500.00
2.	**Clearing & Grubbing**		1	$8,500.00	$8,500.00
3.	**Disposal/Dump Fees**		1	$1,500.00	$1,500.00
4.	**Regular Excavation**		0.38	$65,000.00	$24,700.00
5.	**Restoration**	Bahia Sod Placement	10500	$0.70	$7,350.00

Total **$44,550.00**

Note to customer

S Flagler / S 12th Pond Excavation & Restoration

Accepted date **Accepted by**


Area 1
2,250 Sq/Ft
-Remove current weir structure
-Dig rock and dredge as necessary to achieve proper drainage
-Remove unwanted vegetation
Current Weir


Area 2: Canal
220 Linear Ft
-Remove unwanted vegetation
back 3' on both sides of canal
- Dig out canal as necessary
to achieve proper drainage


12 Street S Flagler Beach
-Remove unwanted vegetation
in Area 1 and Area 2
- Dig Area 1 and Area 2 as necessary
to achieve proper drainage

From: Lauren W. Akins <lwakins@sjrwmd.com>
Sent: Friday, September 12, 2025 11:54 AM
To: Bill Freeman <BFreeman@cityofflaglerbeach.com>
Subject: External - Mangrove Removal, Compliance Item #1532997

You don't often get email from lwakins@sjrwmd.com. Learn why this is important
Caution: This email originated from outside the organization. Do not click or open attachments unless you recognize the sender and know the content is safe.

Hi Mr. Freeman,

Thanks for reaching out regarding the trimming/removal of mangroves within the stormwater pond at South 12th Street in Flagler Beach. From our review, we have determined that this system is exempt from permitting pursuant to 62.340 F.A.C. Therefore, pursuant to 403.9328 (5) F.A.C., a permit is not required to trim or alter the mangroves. If you have any questions, feel free to reach out.

The 2025 Florida Statutes

Title XXIX PUBLIC HEALTH | Chapter 403 ENVIRONMENTAL CONTROL | View Entire Chapter

403.9328 Alteration and trimming of mangroves; permit requirement.—

(1) A person may not alter or trim, or cause to be altered or trimmed, any mangrove within the landward extent of wetlands and other surface waters, as defined in chapter 62-340.200(19), Florida Administrative Code, using the methodology in s. 373.4211 and chapter 62-340, Florida Administrative Code, when the trimming does not meet the criteria in s. 403.9326 or s. 403.9327 except under a permit issued under this section by the department or a delegated local government or as otherwise provided by ss. 403.9321-403.9333. Any violation of ss. 403.9321-403.9333 is presumed to have occurred with the knowledge and consent of any owner, trustee, or other person who directly or indirectly has charge, control, or management, either exclusively or with others, of the property upon which the violation occurs. However, this presumption may be rebutted by competent, substantial evidence that the violation was not authorized by the owner, trustee, or other person.

(2)(a) The department, when deciding to issue or deny a permit for mangrove alteration or trimming under this section, shall use the criteria in s. 373.414(1) and (8). If the applicant is unable to meet these criteria, the department and the applicant shall first consider measures to reduce or eliminate the unpermittable impacts. If unpermittable impacts still remain, the applicant may propose, and the department shall consider, measures to mitigate the otherwise unpermittable impacts. A request for a permit to alter mangroves must be submitted in writing with sufficient specificity to enable the department to determine the scope and impacts of the proposed alteration activities.

(b) The department shall issue or deny a permit for mangrove alteration in accordance with chapter 120 and s. 403.0876.

(3) The use of herbicides or other chemicals for the purposes of removing leaves from a mangrove is strictly prohibited.

(4) If a local government receives delegation of the department's authority to regulate mangroves, the delegated local government shall issue permits for mangrove trimming when the trimming does not meet the criteria in s. 403.9326 or for mangrove alteration in lieu of a departmental permit. A delegated local government may impose stricter substantive standards than those of the department for the issuance of a permit authorized by this section but may not prohibit all mangrove trimming.

(5) A permit is not required under ss. 403.9321-403.9333 to trim or alter mangroves if the trimming or alteration is part of an activity that is exempt under s. 403.813 or is permitted under part IV of chapter 373. The procedures for permitting under part IV of chapter 373 will control in those instances.

History.—s. 8, ch. 95-299; s. 8, ch. 96-206; s. 38, ch. 97-98.

Thank You!

Lauren W. Akins

Regulatory Scientist II
Bureau of Environmental Resource Regulation
St. Johns River Water Management District
P.O. Box 1429 ● Palatka, FL 32178-1429
Cell: (386) 546-4631
Office: (386) 643-1142
Email: LWAkins@sjrwmd.com
Website: sjrwmd.com
Connect with us: Newsletter, Facebook, Twitter, Instagram, YouTube, Pinterest



We value your opinion. Please take a few minutes to share your comments on the service you received from the District by clicking this link

Notices
• Emails to and from the St. Johns River Water Management District are archived and, unless exempt or confidential by law, are subject to being made available to the public upon request. Users should not have an expectation of confidentiality or privacy.
• Individuals lobbying the District must be registered as lobbyists (§112.3261, Florida Statutes). Details, applicability and the registration form are available at http://www.sjrwmd.com/lobbyist/

FB 44.1

Instrument No: 2014032725 10/27/2014 11:01 AM BK: 2031 PG: 408 PAGES: 10
RECORDED IN THE OFFICIAL RECORDS OF Gail Wadsworth, Clerk of the Circuit Court & Comptroller Flagler, FL

Return Recorded Instrument to:
City of Flagler Beach
P.O. Box 70
Flagler Beach, Florida 32136

Portion of Parcel No. 12-12-31-4500-00560-0020

Space Reserved for Recording Data

STORMWATER DRAINAGE EASEMENT AGREEMENT

THIS STORMWATER DRAINAGE EASEMENT AGREEMENT made this 9th day of October 2014 (the "Effective Date"), by and between **FLAGLER COUNTY**, mailing address: 1769 E. Moody Boulevard, Building 2, Bunnell, FL 32110, as Grantor, and the **CITY OF FLAGLER BEACH, FLORIDA**, a municipal corporation, located in Flagler County, Florida, mailing address: P.O. Box 70, Flagler Beach, FL 32136, as Grantee.

RECITALS:

A. The Grantor is the owner of that certain property known as the Flagship Harbor Preserve; and

B. The Grantee desires to cause the construction of a stormwater management pond within the Flagship Harbor Preserve on that certain real property more particularly described and depicted on Exhibit "A" attached hereto and incorporated herein by reference (hereinafter, the "Pond Area"), in order to accommodate drainage from Project 7 of Flagler Beach's Stormwater Retrofit Projects from Master Stormwater Plan (hereinafter, the "Benefitted Property"); and

C. The Grantee's construction of the stormwater management pond will be performed in accordance with the St. Johns River Water Management District Permit Application No. 40-035-130027-1 (hereinafter, the "Permit") and those certain construction plans prepared by Quentin L. Hampton & Associates and signed and sealed on August 22, 2014 (hereinafter, the "Construction Plans"); and

D. In connection with the construction of the stormwater management pond, the Grantor has agreed to grant and convey to the Grantee a perpetual, non-exclusive drainage and flowage easement (the "Drainage Easement") into, on, over, across, through and upon the Pond Area to allow drainage, flowage, retention and detention from the Benefitted Property; and

E. The Grantor and the Grantee agree that utilizing the Pond Area for stormwater treatment is in the best interest of the citizens of Flagler Beach and will further provide environmental water quality benefits to waters entering the Intracoastal Waterway and hence all of Flagler County.

NOW THEREFORE, in consideration of the sum of ten and No/100 Dollars ($10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and Grantee, agree as follows:

1 of 4

1. **Recitals.** The above recitals are true and correct and form a material part of this Agreement.

2. **Grant of Perpetual Non-Exclusive Drainage Easement and Temporary Construction Easement.**

(a) The Grantor hereby grants, declares and conveys to the Grantee, appurtenant to and for the benefit of the Benefitted Property, a perpetual, non-exclusive Drainage Easement into, on, over, across, under, through and upon the Pond Area for the purpose of allowing for the drainage, flowage, retention and detention of stormwater from the Benefitted Property, pursuant to the Construction Plans and Permit, into the Pond Area in such quantities, and at such rates, as are provided for in, and pursuant to, the Construction Plans and Permit. No amendments to the Permit shall be pursued by the Grantee, without the written authorization of the Grantor's County Administrator. The purpose and use of the Drainage Easement shall also include the right, in favor of the Grantee, to: (i) temporarily enter upon the Pond Area but only to the limited extent reasonably necessary for the Grantee to enjoy fully the Drainage Easement; (ii) operate, maintain, repair, replace and secure such improvements within the Pond Area which are installed pursuant to the Construction Plans and Permit (hereinafter, the "Drainage Improvements") to the extent reasonably necessary for the Grantee to enjoy fully the Drainage Easement; (iii) have reasonable access to the Pond Area for the purpose of enjoying the Drainage Easement and the rights herein granted; and (iv) construct a chain link fence around the perimeter of the Pond Area provided it is coated, set on the eastern property line of the Pond Area and is screened to the fullest possible extent with existing trees, native vegetation and additional plantings in the adjoining right-of-way.

(b) The Grantor hereby further grants and conveys to the Grantee, a temporary, non-exclusive easement, into, on, over, across, under, through and upon the Pond Area, for the purposes of constructing the Drainage Improvements, but only to the extent and strictly limited by, the Construction Plans and Permit. The Grantee is responsible for, and shall, at its sole cost, diligently pursue construction of the Drainage Improvements and shall diligently repair any damage to Grantor's property, any access roadways, or other infrastructure owned by the Grantor, arising out of the activities of the Grantee, its directors, officers, employees, agents, contractors or subcontractors, anyone employed by them, or anyone for whose acts any of them may be liable, under the Drainage Easement and this Temporary Construction Easement. As soon as reasonably practicable after repairing such damage, the Grantee shall, at its sole cost and expense, restore the affected area(s) and the improvements thereon to their condition existing immediately prior to the damage occurring.

3. **Design of Parking Lot Facilities.**

In exchange for granting the Drainage Easement and Temporary Construction Easement to the Grantee, the Grantee agrees to design a parking lot facility and associated stormwater management facilities within the Flagship Harbor Preserve in the area as more specifically

described on Exhibit "B" attached hereto and incorporated herein by reference (hereinafter, the Parking Lot Facility"). The Parking Lot Facility is intended to serve a future public park/trailhead access, which may be constructed by the Grantor in the future. In connection therewith, the Grantee agrees as follows:

(a) The Grantee shall provide or cause to be provided the civil engineering and stormwater design, mitigation, construction plans, and shall further obtain all permits and all local, state and federal approvals, necessary to immediately construct the Parking Lot Facility. Said services shall include, but shall not be limited to, geotechnical services, permit application fees, as well as ecological services associated with the design and construction of the Parking Lot Facility. In addition, the Grantee acknowledges and agrees that:

1. The Parking Lot Facility shall be designed consistently with the layout shown in Exhibit "B" or as otherwise approved by the Grantor and shall not encroach into Lot 8, as shown in Exhibit "B", which shall remain as a natural, undisturbed buffer.

2. The Grantor shall be named as a co-applicant on all plans and submittals, and Grantee shall obtain Grantor's review and approval of all plans and all submittals, including all permit applications and responses to requests for additional information, prior to submittal to the reviewing and/or permitting agencies.

3. The stormwater design for the Parking Lot Facility shall provide for the necessary capacity for the outfall and any overflow runoff to flow through the Drainage Easement in order to minimize, to the fullest extent possible, the need to directly discharge into the wetland area to the west.

4. The City shall ensure that the County receives a mutually agreeable prorated share of the City's stormwater retrofit project TMDL credits related to the Drainage Easement.

5. All such activities shall be at the City's expense and shall be completed within 6 months, from the Effective Date of this Agreement.

(b) Upon notification by the Grantor to the Grantee that the Grantor intends to proceed with the construction of the Parking Lot Facility, the Grantee shall provide one water and sewer connection to the Grantor, free of charge (not usage). The connection will be provided for public accommodation to include, but not be limited to, a potential restroom facility and drinking fountain.

4. Maintenance, Restoration and Security of the Pond Area.

The Grantee shall be responsible for the operation, maintenance, and repair of the Pond Area and shall keep same in good condition and in working order and in compliance with the Permit. The Grantee shall further be responsible for ensuring that the Pond Area is secure and maintained in a safe condition. All operation, maintenance, repair and security costs, and costs associated with the obligations of the Permit, shall remain the responsibility of the Grantee. If the Grantee fails to properly operate, maintain, repair and/or secure the Pond Area, the Grantor may take such corrective measures as are deemed necessary in the sole discretion of the Grantor, and the Grantor shall not be liable for either undertaking or failing to undertake such corrective measures. All costs and expenses of the Grantor resulting from undertaking any such corrective measures, including administrative expenses, attorney's fees and costs, shall be reimbursed by the Grantee on demand.

5. As Built.

Within 30 days of the completion of the construction of the Drainage Improvements, the Grantee shall provide as built surveys of the Drainage Improvements to the Grantor.

6. Indemnification.

To the extent allowed by law, Grantee shall indemnify and hold harmless Grantor, its agents, employees and representatives, from any liability, judgments, costs, expenses, damages, injuries, claims, demands, or suit by any person or persons arising out of any acts or omissions by Grantee, its agents, representatives, employees, successors and assigns resulting from the design, construction, installation, operation, maintenance, security and repair of the Drainage Improvements within the Pond Area, now or hereafter constructed or installed.

7. Construction Liens.

No rights created herein shall permit or empower the Grantee to encumber the Pond Area with liens arising from the construction, installation, maintenance, repair and/or replacement of the Drainage Improvements contemplated herein. In this regard, the Grantee shall not suffer or permit any construction or other lien to be placed upon or against the Pond Area, and, in case of any such lien attaching, shall immediate pay and remove same.

8. Covenants Running with the Land.

The Drainage Easement and the rights and obligations hereunder shall run with title to the respective properties encumbered and benefited hereby.

9. Recordation; Entire Agreement; Duration; Modification.

This Agreement shall be recorded in the Public Records of Flagler County, Florida by the Grantee and constitutes the entire agreement of the parties with respect to the subject matter hereof, and the easements herein granted shall be perpetual in duration and, except as provided for herein, shall not be changed, altered, modified or amended, except by an instrument in writing and of equal dignity herewith executed by the Grantor and the Grantee, or each of the respective successors and assigns and recorded by the Grantee in the Public Records of Flagler County, Florida. Grantee shall provide Grantor with recorded copies of this Agreement and any amendments or modifications.

10. Enforcement and Remedies.

In the event that the Grantee breaches any of its covenants, obligations, promises or requirements set forth in this Agreement, after receipt of notice from the Grantor and a reasonable opportunity to cure, the Grantor shall be entitled to pursue and to enforce all remedies or rights that may be available in equity or at law including, but not limited to, the revocation of the easements rights provided for herein.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals.

Signed in the presence of:

GRANTOR:
Flagler County

Witness: Christie L Maya
Printed Name: Christie L Maya

By: Craig M. Coffey
Flagler County Administrator

Witness: Luci M Dance
Printed Name: Luci M Dance

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing **Stormwater Easement** instrument was sworn to and acknowledged before me this 20th day of October 2014, by Craig M. Coffey and, in his respective official capacity as County Administrator and on behalf of Grantor named in the foregoing Easement, acknowledged having full authority to execute the document for the purposes stated therein.

(Notary, please check one):
[X] personally known to me, or
[ ] has produced _____ as identification.

LUCI M DANCE
Notary Public - State of Florida
My Comm. Expires Jan 17, 2017
Commission # FF 020032

Signature of Notary Public, State of Florida
Printed name, Commission, Seal, and Term Expiration

Signed in the presence of:

GRANTEE:
City of Flagler Beach

Witness: K. E. Settle
Printed Name: Kathleen E. Settle

Witness: Hollie B. Mahoney
Printed Name: Hollie B. Mahoney

Attest: Penny Overstreet
Penny Overstreet, City Clerk

By: Linda Provencher
Mayor, City of Flagler Beach

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing **Stormwater Easement** instrument was sworn to and acknowledged before me this 21st day of October 2014, by Linda Provencher and, in her respective official capacity as Mayor and on behalf of Grantee named in the foregoing Easement, acknowledged having full authority to execute the document for the purposes stated therein.

(Notary, please check one):
[✓] personally known to me, or
[ ] has produced _____ as identification.

_____
Signature of Notary Public, State of Florida
Printed name, Commission, and Term Expiration

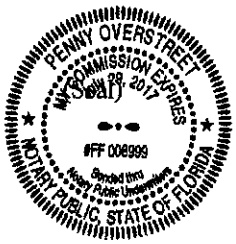


Exhibit A
The Pond/Easement Area

GEO SERVICES

Global Positioning, Aerial Mapping,
And Transportation Surveying

Description of a Drainage Easement
To be acquired by
City of Flagler Beach
from
Flagler County Board of County Commissioners
City of Flagler Beach, Flagler County, Florida
Part of SE Quarter Sec. 12-Twp. 12S- Rge. 31E

A Drainage Easement described as follows:

Being a part of Southeast Quarter of Section 12, Township 12 South, Range 31 East Flagler County, Florida. Also being shown as lots 1 through 5 of Block 56, Moody Subdivision of Flagler Beach recorded in Plat Book 1 Page 24 in the public records of Flagler County, Florida and more particularly described as follows:

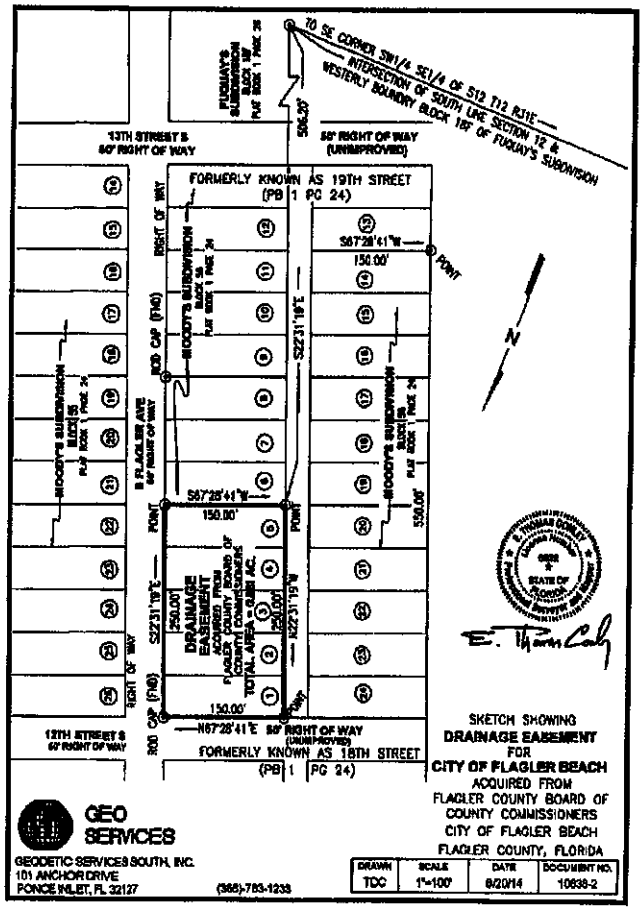
Beginning at the intersection of the southerly right of way of 12th Street S. (formerly known as 16th Street) and the westerly right of way of S. Flagler Avenue; thence along S. Flagler Avenue right of way S22°31'19"E 250.00 feet to a point, said point lying N22°31'19"W 150.00 feet from a rod with cap found at the northwest corner of lots 8 and 9; thence leaving said right of way S67°28'41"W 150.00 feet along the easterly boundary of lot 5 to a point; thence N22°31'19"W 250.00 feet along the westerly boundary of lots 1 through 5 to a point on the southerly right of way 50 foot unimproved street (formerly known as 16th Street); thence N67°28'41"E 150.00 feet along said right of way to a rod and cap found and being the point of beginning, containing 0.861 Acres according to a map by Geodetic Services South, Inc. dated 20 August 2014, referenced as document number 10838-2, attached hereto and made a part of this description.

Being a part of that same land referred to as Parcel 1, which was deeded to Flagler County Board of County Commissioners from Trustee of the James Howard Ebert Revocable Trust of 1985, dated 17 July 1990 which is recorded in the Flagler County Clerk's office in Deed Book 435 Page 1130 – 1136.

THOMAS GONLEY License Number 6322 STATE OF FLORIDA Professional Surveyor and Mapper

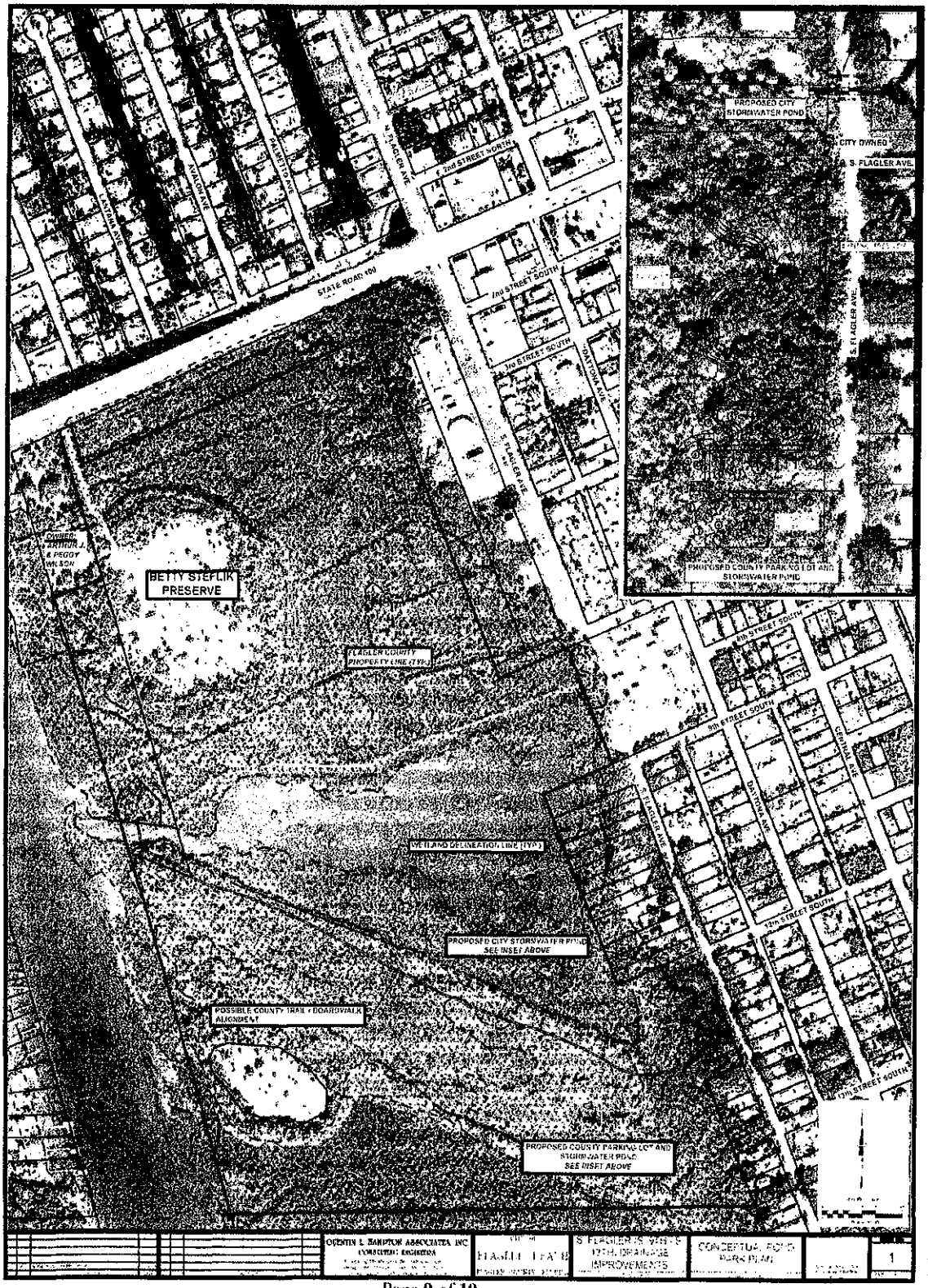
Geodetic Services South, Inc. 101 Anchor Drive
Ponce Inlet, Florida 32127
(386)763-1233 tom@geo-services.net (e-mail)

Exhibit A
The Pond/Easement Area



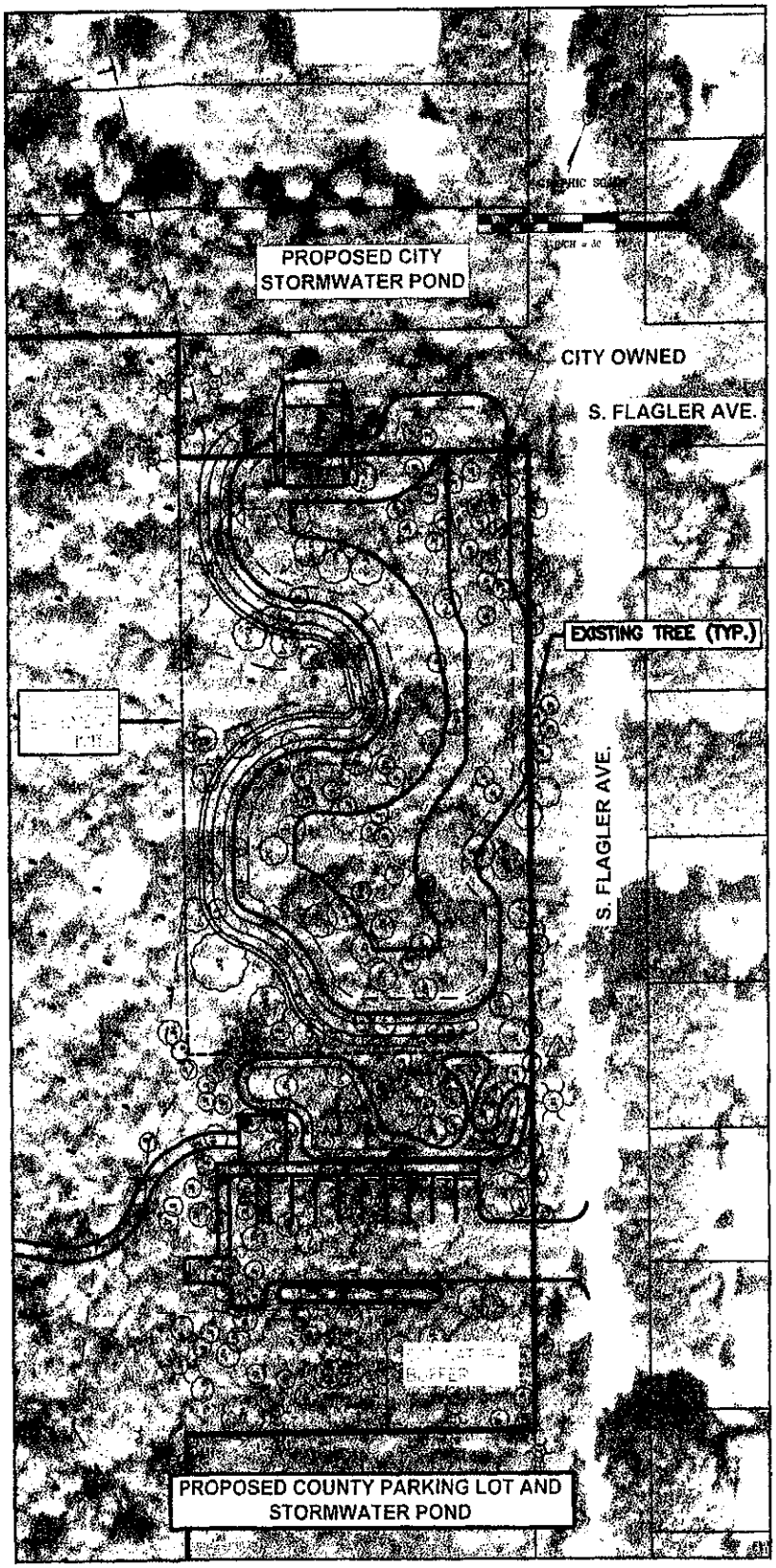
BK: 2031 PG: 416

Exhibit B. The Parking Lot Facility (Location and Layout and Conceptual Design



BK: 2031 PG: 417

Exhibit B
The Parking Lot Facility (Location and Layout and Conceptual Design)



St. Johns River
Water Management District
Hans G. Tanzler III, Executive Director

4049 Reid Street • P.O. Box 1429 • Palatka, FL 32178-1429 • (386) 329-4500
On the Internet at floridaswater.com.

March 29, 2012

City of Flagler Beach
Attn: Robert Smith
105 Second St.
Flagler Beach, FL 32136

RE: South Flagler Ave. (9th St. S. - 13th St. S.) Improvements,
Application No. 40-035-130027-1
Please reference the application number above on all correspondence.

Dear Mr. Smith:

The District received construction plans for the above referenced application on March 1, 2012. Based on this submittal, the proposed project is for overlaying a section of the existing South Flagler Avenue and construction of roadside swales which will drain to ditch bottom inlets and a proposed wet detention basin via stormsewer pipes.

Pursuant to Chapter 40C-42,022, F.A.C., an Environmental Resource Permit is not required since this project will not exceed the District's permit thresholds. Please be aware that this determination only applies to the St. Johns River Water Management District and does not relieve you from the permitting requirements of other agencies.

If you have any questions, please do not hesitate to call Upasana Srivastava at (386) 937-0422.

Sincerely,

Upasana Srivastava, Engineer III
Division of Regulatory Services

cc: Ken John, Travis Richardson, Chou Fang

Quentin L. Hampton Assoc., Inc.
Attn: John Mischle and David King
PO Box 290247
Port Orange FL 32129

GOVERNING BOARD

Lad Daniels, CHAIRMAN JACKSONVILLE
John A. Miklos, VICE CHAIRMAN ORLANDO
Douglas C. Bournique, SECRETARY VERO BEACH
Maryam H. Ghyabi, TREASURER ORMOND BEACH
Chuck Drake ORLANDO
Richard G. Hamann GAINESVILLE
George W. Robbins JACKSONVILLE
Fred N. Roberts, Jr. OCALA
W. Leonard Wood FERNANDINA BEACH

Staff Report

City Commission Regular Meeting

February 26, 2026

To:	City Commission
From:	William Freeman, City Engineer/Public Works Administrator
Meeting Date:	February 26, 2026
Item Name:	Resolution 2026-10. A Resolution by the City Commission of the City of Flagler Beach, Florida to approve the Station 11 Training Room Renovation and to award the renovation work to Lads Coastal Construction, LLC, in an amount not to exceed $42,967.21; providing for conflict and an effective date.

Background:
The existing training room at Fire Station 11 no longer meets the operational, administrative, or personnel support needs of a modern fire station. Currently configured as a single, underutilized space, the room does not efficiently support operational readiness, daily coordination, or the well-being of on-duty personnel. After evaluating station needs and workflow, staff determined that reconfiguring the space into two clearly defined functional areas, a dedicated day room and a dedicated administrative/operational workspace, will substantially improve efficiency, productivity, and quality of life for personnel.

This renovation represents a strategic investment in both operational effectiveness and employee welfare.

The renovation will:

- Establish a stand-alone day room by relocating recliners from the kitchen/dining area, eliminating the overlap between meal preparation, dining, and rest activities and restoring appropriate separation of functions.
- Create a dedicated administrative workspace that supports planning, training coordination, reporting, interagency collaboration, and daily operational management for multiple organizations.
- Improve lighting quality and reduce long-term utility costs through installation of energy-efficient LED fixtures.
- Strengthen technology readiness with structured network cabling to support computers, printers, and telephone systems.
- Replace worn flooring and baseboard trim to improve durability, safety, and overall workplace comfort.

Lads Coastal Construction LLC submitted Proposal 6-17, dated January 26, 2026, outlining the renovation scope, bid alternates, and a 10% contingency allowance. The total proposed cost is $42,967.21.
Staff have reviewed the proposal and recommends approval, noting that the renovation represents a cost-effective use of existing space and aligns with modern fire station design standards.

The recommended contractor was selected based on their existing Continuing Services Contract with the City of Flagler Beach, awarded through RFQ 25-1806. Utilizing a firm already procured through a competitive, qualifications-based process ensures full compliance with City and State procurement requirements and enables the project to advance without delay.

The contractor has an established record of successful performance for the City, including completion of the City Hall renovations, improvements at the Flagler Beach Library, and work for the Police Department. Their familiarity with City facilities, operational standards, and expectations provides added value and reduces project risk.

City staff engaged in multiple rounds of scope refinement and cost negotiations with the contractor to align the work elements with the approved project budget. The final negotiated amount represents a fair and reasonable price consistent with the rates and terms of the continuing contract.

Approval of this renovation will enhance operational readiness, improve working conditions for personnel, and ensure the space functions in a manner consistent with the demands placed on today's fire service professionals.

Fiscal Impact:
As of February 3, 2026, the Fire Station Rehabilitation project has an unencumbered budget balance of $44,070.00.

The proposed renovation cost with a 10% contingency is $42,967.21. This amount is fully supported by the remaining budget and will not exceed the approved amended budget authority. The project will be expensed from the capital fund budget, with a funding source of General Fund Infrastructure Surtax reserve.

Staff Recommendation:
Staff recommends approval of Resolution 2026-10, authorizing the Station 11 Training Room Renovation and awarding the contract to Lads Coastal Construction, LLC, in an amount not to exceed $42,967.21.

Attachments:

1. Resolution Fire Station
2. LAD's Construction - FS 11 Proposal 6-17 dated 26 JAN 2026 (FINAL)
3. City Engineer Letter
4. Station 11 - Training Room Renovation Plan - REVISED as per Proposal 6-17 dated 26 JAN 2026
5. Flagler Beach Fire Department Fire Station Renovation

RESOLUTION 2026-10

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, TO APPROVE THE STATION 11 TRAINING ROOM RENOVATION AND TO AWARD THE RENOVATION WORK TO LADS COASTAL CONSTRUCTION LLC IN AN AMOUNT NOT TO EXCEED $42,967.21; PROVIDING FOR CONFLICT AND AN EFFECTIVE DATE.

WHEREAS, The City of Flagler Beach Fire Station 11 contains an existing training room that is currently configured as a single, underutilized space that does not adequately support operational readiness, personnel welfare, or administrative needs; and,

WHEREAS, Staff has determined that reconfiguring the training room into two functional spaces, a dedicated day room and a dedicated administrative/operational workspace, which will improve firefighter wellness, enhance operational efficiency, and align the facility with modern fire station design standards; and,

WHEREAS, The renovation will eliminate the current overlap between meal preparation, dining, and rest activities by relocating recliners into a dedicated day room, thereby improving workplace efficiency, cleanliness, and overall quality of life for on-duty personnel; and,

WHEREAS, The renovation will also establish a dedicated administrative area to support coordination, planning, training, and daily operational work for multiple organizations, improving communication and workflow efficiency within the station; and,

WHEREAS, Lads Coastal Construction LLC submitted Proposal 6-17, dated January 26, 2026, for the Station 11 Training Room Renovation, with a total project cost of $42,967.21, inclusive of base scope, bid alternates, and a 10% contingency; and,

WHEREAS, Staff has confirmed that the Fire Station Rehabilitation project currently has an unencumbered budget balance of $44,070.00, which is sufficient to fully fund the proposed renovation without exceeding the approved amended budget.

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

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

SECTION 2. The City Commission hereby approves the Station 11 Training Room Renovation Project and accepts Proposal 6-17 from Lads Coastal Construction LLC in the amount of $42,967.21. City staff is authorized to execute all necessary documents and proceed with the renovation work consistent with the proposal and City procurement requirements.

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 26th day of February, 2026.

CITY OF FLAGLER BEACH, FLORIDA

PATTI KING, MAYOR

ATTEST:

PENNY OVERSTREET, CITY CLERK

Proposal 6-17

Issue Date January 26, 2026
Expires February 25, 2026

PREPARED BY
Jeffrey Lademann
Lads Coastal Construction LLC
(386) 793-4342
jeffrey@ladsconstructionllc.com
27 Village Dr, Ormond Beach, FL 32174

PREPARED FOR
Tod Anderson
City of Flagler Beach
(386) 393-7861
tanderson@cityofflaglerbeach.com
105 S 2nd St, Flagler Beach, FL 32136, USA

PROPOSAL DETAILS
105 South 2nd Street
105 S 2nd St, Flagler Beach, FL 32136, USA

Station 11 Training room renovation

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Scope of work Oct 27th 2025 - Jan 26th 2026 scope of work 1-14 with Bid alternates of Flooring, LED lights / data cables and baseboard in training room.			$0.00
Scope of work 1-14 Turn Key Renovation to the plans Removed line Items 5 and 10. Revised line item 11.	1	$27,921.10	$27,921.10
Bid Alternative 15 Flooring: - Revised, Saving of demolition - $1,470 - No warranty to install over existing floor. Priming over existing vct, Installation of Glue down Vinyl.	1	$7,040.00	$7,040.00
Bid Alternative 18 - LED 2x4 panel lights in training room. - Replacement of all 12 lights with dimmable LED lights. Light Temperature is also changeable	1	$2,400.00	$2,400.00
Bid Alternative 19 - Removing all baseboard trim (3 types) in training room and installing vinyl trim	1	$450.00	$450.00
Bid Alternative 20 - Adding Data cables (Cat 6) Network cables to the new wall and adjacent wall that backs up to lobby. Price contingent upon existing server location / access.	1	$1,250.00	$1,250.00
10% Contingency 10% Contingency on scope of work.	1	$3,906.11	$3,906.11
		TOTAL	**$42,967.21**

The above specifications, costs, and terms are hereby accepted.

TOD ANDERSON **DATE**

February 3, 2026

Elected Officials
City Commission Chambers

RE: Station 11 Training Room Renovations

The proposed renovation of the existing fire station training room will reconfigure one large, underutilized space into two functional rooms to better support operational readiness, personnel welfare, and administrative efficiency. This project addresses current space limitations while aligning with modern fire station design standards and operational needs.
The renovation will establish a dedicated, stand-alone day room by relocating existing recliners from the kitchen/dining area into a designated space. This improvement will eliminate the current overlap between meal preparation, dining, and rest activities, allowing the kitchen and dining area to function as intended. Providing a permanent, separate day room will give shift personnel an appropriate area to sit, decompress, and eat meals without disrupting station operations or shared spaces. This separation enhances workplace efficiency, cleanliness, and overall quality of life for on-duty staff.

The second renovated space will be configured to support administrative and operational functions for multiple organizations. This dedicated administrative area will improve coordination, planning, training support, and day-to-day operational work by providing a professional, functional environment tailored to these activities. Centralizing administrative functions within the station improves communication, workflow efficiency, and overall operational effectiveness.

In addition to functional improvements, the renovation will include the installation of energy-efficient lighting, reduce long-term operational and maintenance costs while improving lighting quality and workplace comfort. The project will also include the installation of structured network cabling to support computers, printers, and telephone systems. This infrastructure upgrade will enhance connectivity, support modern technology requirements, and ensure the renovated spaces meet current and future operational needs.

Overall, this renovation represents a cost-effective use of existing space to improve firefighter wellness, operational efficiency, and administrative capability. By repurposing the training room rather than constructing new facilities, the project maximizes the value of existing infrastructure while directly supporting the mission and daily operations of the fire station.

As of this date, the remaining unencumbered budget balance for the Fire Station Rehabilitation project is $44,070.00**.** This available balance is sufficient to fully cover the current renovation proposal dated January 26, 2026**,** which reflects a total project cost of $42,967.21**.** The proposed amount includes a 10% contingency allowance intended to address any unforeseen or unknown conditions that may arise during construction.

Based on the figures outlined above, adequate funding exists within the approved amended budget to proceed with the proposed renovation without exceeding the allocated budget authority.

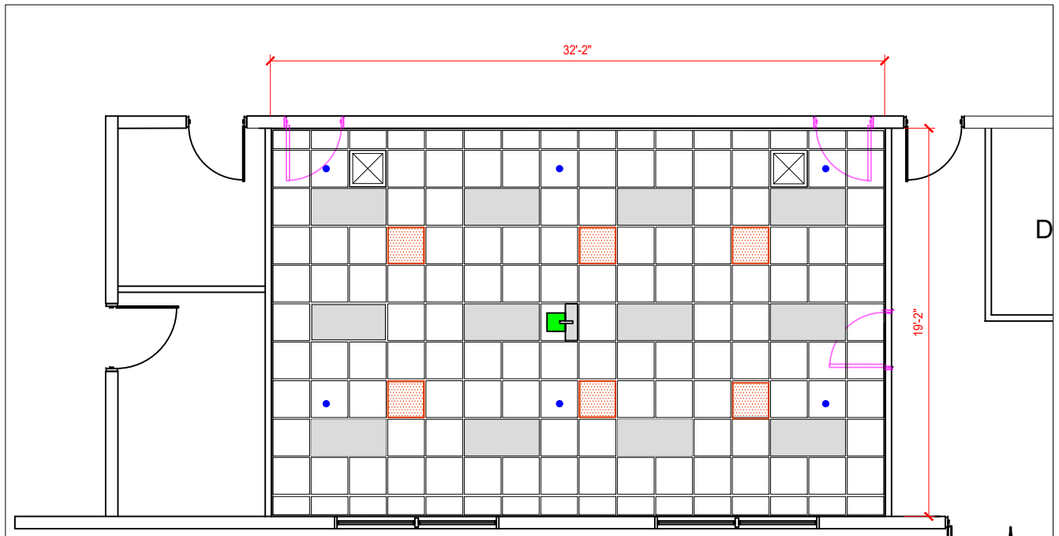
For these reasons, I recommend approval of this renovation to enhance workplace efficiency and overall quality of life for on-duty staff. Please feel free to contact me should you require any additional clarification or documentation regarding this matter.

Respectfully Submitted,

William H. Freeman

Bill Freeman
City Engineer
City of Flagler Beach

800 South Daytona Avenue
Flagler Beach, FL 32136
O: (386) 517-2000 Ext 230
M: (386) 276-1007
bfreeman@cityofflaglerbeach.com



KEY TO SYMBOLS

- AIR RETURN REGISTER
- AIR SUPPLY REGISTER
- LIGHT FIXTURE
- SPRINKLER HEAD
- PROJECTOR

EXISTING CONDITIONS

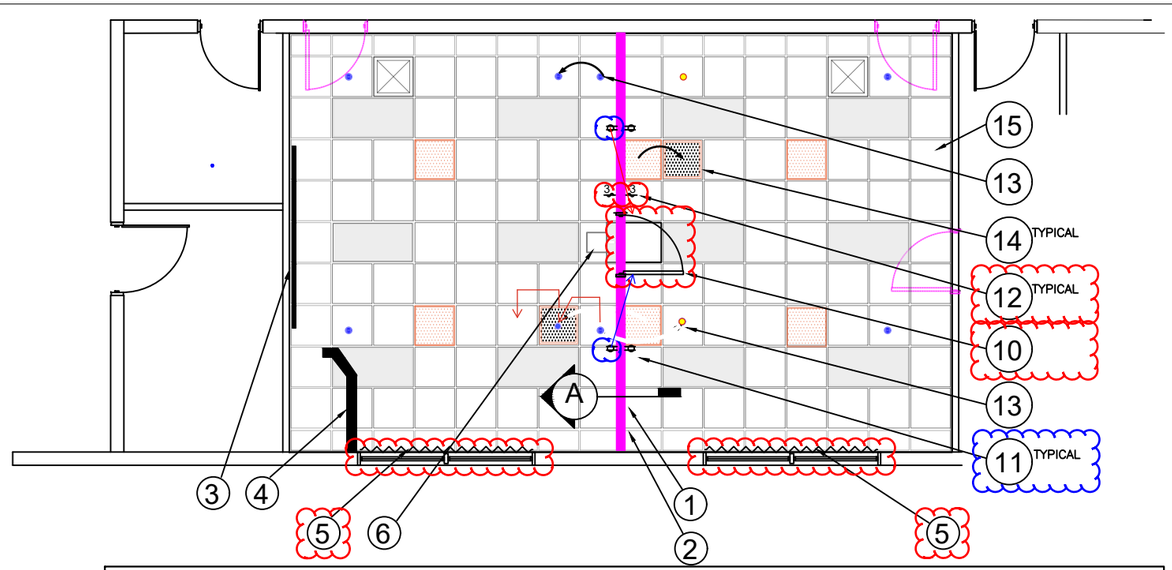
NTS

Additive Items:

~ Replacement of (12) 2x4 florescent light fixtures with new dimmable LED lights

~ Replacement of existing baseboards with new vinyl base trim

~ Addition of CAT-6 Data/Network cables to Operations side of renovations

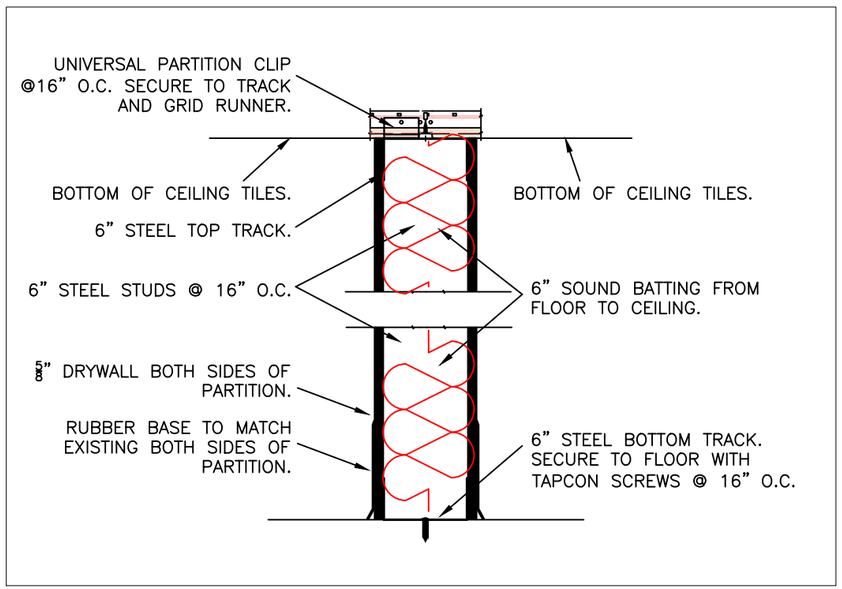


SCOPE OF WORK KEY NUMBERS:

1. CONSTRUCT NEW WALL, 5/8" DRYWALL EACH SIDE, 2"x 6" METAL STUDS @ 16" ON CENTER (O.C.) TO UNDERSIDE OF CEILING (ATTACH TO GRID SUPPORTS AS SHOWN IN DETAIL "A"), ADD 6" SOUND BAFFLING BETWEEN THE STUDS.
2. ADD BASE TO MATCH EXISTING.
3. REMOVE BULLETIN BOARDS AND ANY OTHER PERMANENTLY ATTACHED TO THE WALLS. PATCH AND REPAIR SURFACES READY TO PAINT.
4. COMPLETELY REMOVE THE KNEE WALL PARTITION AND REPAIR ANY DAMAGED SURFACES TO WALLS AND FLOOR.
5. ~~REMOVE EXISTING SHADES ON WINDOWS AND REPLACE WITH FOUR BLINDS.~~
6. REMOVE CEILING PROJECTOR AND ALL CABLING. REPLACE CEILING TILES AS NEEDED TO MATCH EXISTING.
7. INSPECT AND REMOVE ALL DAMAGED CEILING TILES AND REPLACE WITH NEW TO MATCH EXISTING.
8. PAINT NEW WALL. COLOR TBD.
9. PATCH & REPAINT ALL WALLS TO MATCH NEWLY CONSTRUCTED WALL.
10. ~~INSTALL ONE NEW 3' PRE HUNG, SOLID CORE WOOD DOOR. HARDWARE AND PAINT TO MATCH OTHER DOORS (SWING AS SHOWN). LOCATE AT CENTER OF NEW WALL.~~ EAST
11. ADD TWO 120 VOLT ELECTRIC OUTLETS TO ~~EACH~~ SIDE OF NEW WALL AS ~~SHOWN~~ ON PLAN. REVISED
12. ~~ADD LIGHT SWITCHES TO MAKE EACH SIDE AN INDEPENDENT 3-WAY OPERATION.~~
13. RELOCATE TWO SPRINKLER HEADS – USE FLEX TUBES. SPRINKLER CONTRACTOR TO PROVIDE SEPARATE PERMIT WITH SHOP DRAWINGS SUBMITTED TO THE BUILDING DEPARTMENT FOR APPROVAL PRIOR TO INSTALLATION.
14. RELOCATE TWO SUPPLY DUCTS – USE FLEX DUCTING AS NEEDED.
15. ALTERNATE ~~1:~~ ADD NEW LAMINATED FLOORING OVER EXISTING VCT. INCLUDE TRANSITION STRIPS AT EXISTING DOOR THRESHOLDS.

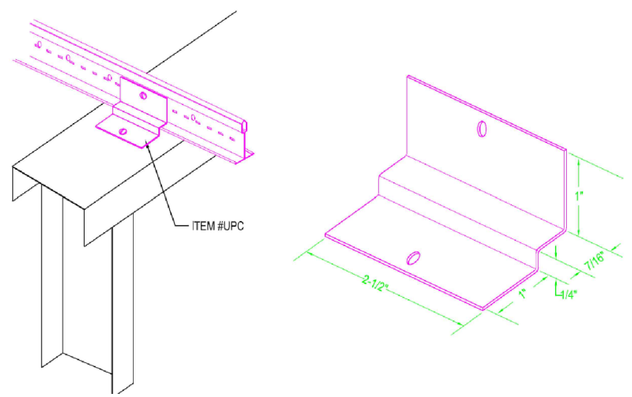
NEW WORK

NTS



WALL SECTION DETAIL A

NTS



CONNECTION DETAIL

NTS

INTERIOR RENOVATION TO FLAGLER BEACH FIRE DEPT.

730 SOUTH FLAGLER AVENUE
FLAGLER BEACH, FLORIDA 32136

CITY OF FLAGLER BEACH FLORIDA

OCTOBER 27, 2025

FLAGLER BEACH FIRE DEPARTMENT
FIRE STATION RENOVATION

February 20, 2026

OVERVIEW

EXECUTIVE SUMMARY

This project proposes the strategic renovation and reconfiguration of existing interior space within the Flagler Beach Fire Station to improve operational efficiency, support administrative growth, and enhance firefighter wellness—without expanding the building footprint or exceeding the approved capital budget. The project maximizes existing square footage to better align the facility with current staffing levels and operational demands.

1. Project background

The existing training room was originally designed as a single, multi-purpose space intended to support classroom instruction, meetings, and limited administrative functions. As departmental operations and staffing levels have evolved, the demands placed on the limited spaces within the facility have increased, resulting in functional limitations and constraints.

Since the initial build, the facility has lacked a designated dining area for on-duty personnel. As a result, staff are currently forced to eat meals using temporary arrangements, such as television trays in recliners, which is not conducive to proper meals, professional standards, or long-term personnel wellness. Additionally, the recent addition of the Deputy Fire Chief and most recently the Fire Inspector positions adds further strained available workspace, particularly for report writing and administrative duties, leading to overcrowded and inefficient work conditions.

These conditions highlight the need to re-evaluate and reconfigure existing space to better support operational requirements, administrative functions, and personnel quality-of-life needs.

2. Project description

This project proposes the renovation and reconfiguration of the existing training room to improve space utilization and functionality within the facility. The training room will be divided into two distinct, purpose-built areas: a Living (Day Rest) Room and a Computer Report Room. This reconfiguration will allow for a clear separation between rest and administrative functions, reducing congestion and improving overall workflow.

The Living (Day Rest) Room will provide a dedicated space for personnel rest during approved periods, supporting firefighter wellness and fatigue management. The Computer Report Room will offer an appropriate environment for report writing, inspections, and administrative tasks, including those associated with the Fire Inspector position, thereby improving efficiency and reducing interruptions.

As a result of this reconfiguration, the existing day room will be freed from competing uses and repurposed as a designated dining area for staff. This will allow personnel to take meals in a proper, functional setting, improving daily operations, morale, and professional standards.

The project focuses on interior modifications only and maximizes the effective use of existing square footage without expanding the building footprint.



Current Training Room



Current Day Room / Dining Room

3. Project scope

The scope of this project includes the renovation and reconfiguration of the existing training room to address space limitations, improve operational efficiency, and enhance personnel quality-of-life. The project will create two distinct, functional spaces while allowing for the reallocation of existing areas within the facility.

- *Demolition & Site Preparation*
- *Interior Construction & Configuration*
- *Living (Day Rest) Room Improvements*
- *Computer Report Room Improvements*
- *Dining Area Reallocation*
- *Mechanical, Electrical, & Fire Suppression Modifications*
- *Finishes & Project Closeouts*

All improvements are confined to the existing interior footprint and are designed to maximize long-term functionality of current infrastructure

4. Budget & Funding Source

As of February 3, 2026, the Fire Station Rehabilitation project has an unencumbered budget balance of $44,070.00.

The proposed renovation cost of ***$42,967.21***, including a 10% contingency, is fully supported by the remaining budget and will not exceed the approved amended budget authority.

The project will be expensed from the ***capital fund budget***, with a funding source of ***General Fund Infrastructure Surtax reserve***.

The project remains within approved financial parameters and reflects responsible fiscal management.

Implementation Schedule (Estimated)

- Project approval: Q2
- Construction Start: Q2
- Construction Finish: Q2

The anticipated construction duration is short-term and limited to interior modifications, minimizing operational disruption.

5. Project Justification

This renovation represents a cost-effective, high-impact investment that optimizes existing infrastructure, improves operational workflow, and enhances firefighter wellness. By strategically reallocating underutilized space, the project aligns the facility with current staffing and service demands while maintaining fiscal responsibility. The proposed improvements support long-term operational readiness and reinforce professional standards within the department.



Stephen Cox
Fire Chief

Staff Report

City Commission Regular Meeting

February 26, 2026

To:	City Commission
From:	William Freeman, City Engineer/Public Works Administrator
Meeting Date:	February 26, 2026
Item Name:	Resolution 2026-14. A Resolution by the City Commission of the City of Flagler Beach, Florida, accepting Atlantic Ecological Services, LLC as the ecological consultant for shorebird and seabird nesting monitoring services for the Flagler Beach Pier Restoration Project, establishing a not-to-exceed amount, and providing for an effective date.

Background:
The Flagler Beach Pier Restoration Project requires compliance with environmental protection conditions established by the Florida Department of Environmental Protection (FDEP). These conditions mandate daily and weekly monitoring of shorebird and seabird nesting activity throughout the 2026 nesting season. Atlantic Ecological Services, LLC (AES) submitted a proposal dated February 9, 2026, to perform the required monitoring, including daily surveys beginning March 1 and ending September 1, coordination with the Florida Fish and Wildlife Conservation Commission (FWC), establishment of protective buffers, and reporting to the Florida Shorebird Database. The daily monitoring rate is $400.00, resulting in a not-to-exceed amount of $54,000.00 for the full nesting season.

Fiscal Impact:
All ecological monitoring costs associated with this scope are reimbursable through the grant funding supporting the Flagler Beach Pier Restoration Project, resulting in no net fiscal impact to the City.

AES daily rate: **$400/day**

135 days × $400 = $54,000

Staff Recommendation:
Staff recommends approval of Resolution 2026-14, accepting Atlantic Ecological Services, LLC as the ecological consultant for shorebird and seabird nesting monitoring services for the Flagler Beach Pier Restoration Project, in an amount not to exceed $54,000.00, fully reimbursable through the project grant.

Attachments:

1. Resolution for AES 2026 Shorebird Monitoring Season
2. AES 25-096 - City of Flagler Beach Pier 2026 Shorebirds
3. AES 2026 Shorebird Monitoring - City Engineer Letter

RESOLUTION 2026-14

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, ACCEPTING ATLANTIC ECOLOGICAL SERVICES, LLC AS THE ECOLOGICAL CONSULTANT FOR SHOREBIRD AND SEABIRD NESTING MONITORING SERVICES FOR THE FLAGLER BEACH PIER RESTORATION PROJECT, ESTABLISHING A NOT-TO-EXCEED AMOUNT, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Flagler Beach is undertaking the Flagler Beach Pier Restoration Project, which requires compliance with environmental protection conditions established by the Florida Department of Environmental Protection (FDEP); and,

WHEREAS, the Specific Conditions of the FDEP permit require daily and weekly monitoring of shorebird and seabird nesting activity, establishment of monitoring routes, coordination with the Florida Fish and Wildlife Conservation Commission (FWC), and reporting of all breeding activity to the Florida Shorebird Database; and,

WHEREAS, Atlantic Ecological Services, LLC (AES) submitted a proposal dated February 9, 2026, offering to perform the required ecological monitoring services, including daily nesting surveys beginning March 1, pre-construction education for contractors, coordination with FWC, establishment of protective buffers, and preparation of required signage, at a daily monitoring rate of $400.00; and,

WHEREAS, based on the duration of the 2026 shorebird nesting season and the daily monitoring rate provided in the AES proposal, the City has determined that a not-to-exceed amount of $54,000.00 is appropriate to ensure full compliance with permit conditions while protecting the City from cost overruns; and,

WHEREAS, Staff further finds that all ecological monitoring costs associated with this scope are reimbursable through the grant funding supporting the Flagler Beach Pier Restoration Project, resulting in no net fiscal impact to the City; and,

WHEREAS, the City Commission finds that AES is qualified to perform the required services and that acceptance of the proposal is in the best interest of the City to ensure environmental compliance and protection of sensitive shorebird species during the 2026 nesting season.

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

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

SECTION 2. The City Commission hereby accepts the proposal from Atlantic Ecological Services, LLC (AES #25-096) to provide shorebird and seabird nesting monitoring services for the Flagler Beach Pier Restoration Project during the 2026 nesting season, and authorizes a not-to-exceed amount of $54,000.00, consistent with the rates and terms described in the proposal and its General Terms and Conditions.

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 26th day of February, 2026.

CITY OF FLAGLER BEACH, FLORIDA

PATTI KING, MAYOR

ATTEST:

PENNY OVERSTREET, CITY CLERK

201 Basque Road
St. Augustine, FL 32080
Tel. (904) 347-9133
Fax (904) 512-0459
www.atlanticeco.com

February 9, 2026

City of Flagler Beach
Attn: Todd Anderson, Project Manager
800 S. Daytona Avenue
Flagler Beach, Florida 32136

RE: Flagler Beach Pier
Restoration Proposal
Flagler County, FL
AES #25-096

Dear Mr. Anderson,

Atlantic Ecological Services, LLC (AES) is pleased to provide you this proposal for ecological services pertaining to the Flagler Beach Pier Restoration located in Flagler County, Florida. The project area consists of the Flagler Beach pier area along with construction access and work areas along the Atlantic Ocean shoreline. It is AES's understanding that the Client wishes for AES to be the ecological consultant in regards to providing permit compliance monitoring support for the project.

SCOPE OF SERVICES

Task I: Shorebird & Seabird Nesting Monitoring

AES will complete nesting surveys for shorebirds and seabirds as required by the Specific Conditions of the FDEP permit. AES will prepare and establish shorebird monitoring routes and provide such routes to the FWC Regional Biologist for approval prior to the initiation of construction. AES will provide FWC with qualifications to perform the monitoring requirements as outlined with Conditions of the Permit. AES will also provide a pre-construction education and identification program with Client contractors.

During construction, AES will complete daily surveys to detect breeding activity and the presence of flightless chicks. These surveys will begin on March 1. Monitoring will be completed each morning prior to the movement of any construction or operational equipment. Once construction is complete, weekly monitoring will be completed until the end of nesting season (September 1). During the monitoring period AES will prepare and report all breeding activity to the Florida Shorebird Database as needed.

If nesting shorebirds are found AES will coordinate with the Client and City to establish and post required buffers around nests. Further, if nesting shorebirds are found AES will prepare required signage at the construction staging area depicting the location map of the construction

area and any observed nests. Costs for signage production (production, materials, installation etc) shall be the Client's/County's responsibility.

2026 Daily Monitoring Event Fee Task I: $400.00 per day

Task II: Meetings and Miscellaneous Tasks

The need may arise for AES to attend meetings as requested by the Client and provide other miscellaneous tasks not specifically listed in the scope above. Additional Services will be performed on an Hourly (Time and Materials) basis based upon rates in General Terms and Conditions. No hourly charges will be billed without prior written consent from the Client to complete the specific task.

Fee for Task II: Hourly

All other expenses are to be reimbursed in addition to the above referenced fees to include but not be limited to, mileage, copies, blueprints, postage and etc. The above fee does not include services not specifically listed. Should additional services be required, they can be furnished with compensation based on the Schedule of Hourly Rates contained in the attached General Terms and Conditions.

Please refer to the attached General Terms and Conditions, which is incorporated by reference into this Contract for Professional Services. This Contract for Professional Services, and the attached Standard Conditions form, contain all the terms of the agreement.

Receipt of the signed contract will be considered our notice to commence work.

SERVICES NOT INCLUDED:

- Compaction Surveys
- Lighting Surveys
- Water Quality Monitoring
- Sea Turtle Nesting Surveys & Relocations
- Wetland Agency Review
- ERP Permitting
- Section 404 Permitting
- AJD Permitting
- Tree Survey
- Silt Fence Installation
- Landscape Architectural Services
- Legal Services
- Color Renderings
- Earthwork estimating
- Global Positioning System location services not specified above

GENERAL TERMS AND CONDITIONS

Unless otherwise specified in the attached Contract for Professional Services, the following General Terms and Conditions shall be incorporated as part of the Contract for Professional Services. In the event of a conflict, the Contract for Professional Services (Hereinafter the "Agreement") shall prevail.

1. **ENGAGEMENT AND COMPENSATION.** Client hereby engages AES for the purposes as agreed upon in the attached Agreement. Compensation for services not described in the Agreement or for services modified from, or not originally contemplated in, the original Agreement shall be based on the following Schedule of Hourly Rates:

Description	Amount	Description	Amount
Project Manager	$250.00	Senior Ecologist	$200.00
Staff Ecologist	$150.00	Technician	$125.00
CADD/GIS Designer	$150.00	Administrative Assistant	$100.00

The Schedule of Hourly Rates is subject to modification at the beginning of each calendar year at the sole option of AES. In addition, the rates listed above are the standard rates for the attached Agreement only. Standard Hourly Rates are subject to change on a project by project basis regardless of whether or not Client is an existing client. If multiple permit applications are required, this will be considered an additional service.

2. **INVOICE.** The Client shall be provided an invoice for any services performed on a monthly basis. Said invoice shall be mailed or emailed to the addresses on file with AES. The Client agrees that if there is a disagreement about an invoice, the Client will advise AES in writing within fifteen (15) days of the mailing of said invoice, or within ten (10) days of the emailing of said invoice. Failure to raise any disagreement shall constitute a waiver of any and all disputes as to said invoice.
3. **DEFAULT.** The Client agrees to pay each invoice within thirty-five (35) days of the mailing of said invoice, or within thirty (30) days of the emailing of said invoice. In the event that an invoice is not paid in full within forty-five (45) days of the mailing or emailing of said invoice, the Client shall be in default and AES reserves the right to stop all work, record a claim of lien as authorized by Florida's Construction Lien Law, and notify the property owner if different from the Client. Should the Client default, the Client agrees to pay interest at the rate of 4.75% per annum for all monies owed and to reimburse AES for the cost of collections or lawsuit, to include reasonable attorney's fees, instituted for the collection of damages. The Client further agrees that failure to make any payment on time shall constitute a prior breach of this Agreement and shall affirmatively release AES from all claims Client may have which arise from this Agreement or otherwise. By signing below, the signatory for the Client personally guarantees all amounts due under this Agreement.
4. **MODIFICATION.** Except as otherwise agreed to by the parties herein, no other change, modification or waiver of this Agreement shall be valid unless it is in writing and signed by all the parties who are bound by the terms of this agreement.
5. **ORIGINAL COPY.** This Agreement as an electronic copy shall be considered for all purposes as originals.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE EFFECTIVE DATE STATED ABOVE.

"CLIENT"	"AES"
By:_____	By:_____
	JODY SISK
	Managing Member

February 3, 2026

Elected Officials
City Commission Chambers

RE: 2026 Shorebird Monitoring for Flagler Beach Pier Project

Construction activities conducted on Florida's beaches, dunes, and coastal systems, particularly those occurring seaward of the Coastal Construction Control Line (CCCL), are subject to permitting and regulatory oversight by the Florida Department of Environmental Protection (FDEP) and the Florida Fish and Wildlife Conservation Commission (FWC).

FWC designates several beach-nesting shorebird species occurring in Northeast Florida, such as the American oystercatcher, snowy plover, least tern, and black skimmer as State Threatened or Species of Special Concern under Florida's Endangered and Threatened Species Rule. These species nest directly on open sandy beaches and are highly susceptible to disturbance from construction personnel, equipment operation, and vehicle traffic.

Under Florida law, the unauthorized "take" of listed species, including harm, harassment, nest destruction, or disturbance that disrupts normal breeding behavior, is prohibited. As a result, FWC has developed Imperiled Beach-Nesting Bird (IBNB) Species Conservation Measures and Permitting Guidelines that establish avoidance and minimization requirements for projects that may affect these species.

FDEP coastal construction permits incorporate FWC's wildlife protection measures as special permit conditions. These conditions require the following mitigation practices be met during active construction:

- Pre-construction nesting surveys
- Daily or routine monitoring during construction activities
- Establishment and maintenance of protective buffers around active nests
- Documentation and reporting of nesting activity
- On-site coordination between environmental monitors and construction personnel

Failure to comply with these requirements may result in regulatory enforcement, project delays, fines, or stop-work orders.

Atlantic Ecological Services, LLC has demonstrated the necessary qualifications, relevant experience, and operational capacity to perform the required monitoring services in accordance with applicable state and regulatory requirements. Their expertise in shorebird monitoring and regulatory coordination ensures that the City will remain in full compliance with permit conditions throughout the 2026 nesting season from 01 March through 31 September.

Based on the established project schedule and the contractor's work limitations, which exclude weekends and holidays, the calculated not-to-exceed amount for ecological monitoring services during the 2026 nesting season is $54,000.00.

All costs associated with this ecological monitoring scope are fully reimbursable through the grant funding supporting the Flagler Beach Pier Restoration Project. As such, approval of this funding will result in no net fiscal impact to the City.

The inclusion of shorebird monitoring costs in the project budget is not discretionary; it is a direct result of statutory wildlife protection requirements and coastal permitting conditions imposed by FDEP and FWC.

Approval of this funding is recommended to ensure continued regulatory compliance, protection of coastal wildlife resources, and uninterrupted progress of the Pier Restoration Project.

Respectfully Submitted,

William H. Freeman

Bill Freeman
City Engineer
City of Flagler Beach

Staff Report

City Commission Regular Meeting

February 26, 2026

To:	City Commission
From:	Dale Martin, City Manager
Meeting Date:	February 26, 2026
Item Name:	Resolution 2026-19. A Resolution by the City Commission of the City of Flagler Beach Approving an Application to the Volusia-Flagler Transportation Planning Organization for a Bicycle Pedestrian Feasibility Study to Extend the 2013 Gateway Promenade Improvements; providing for conflict and an effective date.

Background:

The Vlousia Flagler Transportation Planning Organization (TPO) has solicited applications for 2026 projects. Last year, the City submitted an application to examine the reconfiguration of Moody Boulevard as conceptualized in the City's historic charrette and downtown planning documents.

The proposed application for 2026 is two-fold: extend the boardwalk southward to approximately S. 9th Street to link to the proposed SUN Trail and to also reconstruct the boardwalk from the Pier south to S. 8th Street, mimicking the elevated construction at the south end of the boardwalk (which was originally a 2013 TPO project.

The application seeks funding for the assessment and design of the proposed extension/reconstruction (the reconstruction is intended to be substituted for what was considered Phase III of the Beachwalk Project which is under reconsideration).

Fiscal Impact:

If awarded, the application indicates that the City would provide 30% matching funds. Those funds would be drawn from the City's General Fund (a smalll portion funding the extension may be eligible for funding by Mobility Fees, although those fees have yet to be enacted).

Staff Recommendation:

Staff recommends approval of Resolution 2026-19.

Attachments:

1. Resolution 2026-19 TPO Application
2. 2026-Application-for-BicyclePedestrian-Projects-FEASIBILITY-STUDIES

3. Map
4. Narrative
5. Gateway Promenade Improvements Phase I

RESOLUTION 2026-19

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH APPROVING AN APPLICATION TO THE VOLUSIA-FLAGLER TRANSPORTATION PLANNING ORGANIZATION FOR A BICYCLE PEDESTRIAN FEASIBILITY STUDY TO EXTEND THE 2013 GATEWAY PROMENADE IMPROVEMENTS; PROVIDING FOR CONFLICT AND AN EFFECTIVE DATE.

WHEREAS, the City of Flagler Beach is remarkably known for its oceanfront amenities, including its historic Pier, its sandy beaches, and its vibrant businesses;

WHEREAS, the Volusia Transportation Planning Organization awarded approximately $600,000 in funding to the City of Flagler Beach in 2013 for the construction of the Gateway Promenade Improvements, enhancing the City's boardwalk network and pedestrian safety; and,

WHEREAS, the Florida Department of Transportation (FDOT) is in the preliminary phases of extending the State's Shared-Use Non-Motorized (SUN) Trail network through the City, from the southern boundary with Volusia County to the northern boundary with Beverly Beach; and,

WHEREAS, the impact, use, and safety of the City's boardwalk network would be improved by connecting (and improving) the existing boardwalk to the 2013 Gateway Improvements and the proposed SUN Trail connection;

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

SECTION 1. The City of Flagler Beach City Commission approves the application to the Volusia-Flagler Transportation Planning Organization for Gateway Promenade Improvements- Phase II, extending the Gateway Promenade Improvements to connect to the City's Pier and the State's SUN Trail.

SECTION 2. The City Commission directs the City Manager to prepare an application to the Volusia-Flagler Transportation Planning Organization for a feasibility study related to the Gateway Promenade Improvements- Phase II the City Commission on February 26, 2026.

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

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

Upon motion duly made and carried, the foregoing Resolution was accepted by the City Commission of the City of Flagler Beach this 26th day of February, 2026.

CITY OF FLAGLER BEACH, FLORIDA

PATTI KING,
MAYOR

ATTEST:

PENNY OVERSTREET, CITY CLERK

Application for Project Prioritization – FEASIBILITY STUDY
Bicycle/Pedestrian Projects

All applications must be uploaded to the TPO file transfer site by 4:00 p.m. on February 27, 2026

Click This Link to Upload Your Completed Application to the Volusia-Flagler TPO

Project Title: *Gateway Promenade Improvements- Phase II*

Applying Agencies (project sponsor): *City of Flagler Beach* **Date:** *Feb 26, 2026*

Contact Person: *Mr. Dale L. Martin* **Job Title:** *City Manager*

Address: *105 S. 2nd Street, Flagler Beach, FL, 32136*

Phone: *(386) 517-2000 x222* **FAX:** _____

E-mail: *dmartin@cityofflaglerbeach.com*

Does the Applying Agency expect to be certified by FDOT to perform work under the Local Agency Program (LAP) process? ☒ **YES** ☐ **NO**

If not, what local government agency will perform the work on behalf of the Applying Agency? _____
[Attach a letter of intent from the agency that will perform the work.]

Governmental entity with maintenance responsibility for roadway facility on which proposed project is located: *City of Flagler Beach*
[If not the same as Applying Agency, attach letter of support for the proposed project from the responsible entity. This letter of support must include a statement describing the responsible entity's expectations for maintenance of the proposed improvements, i.e., what the applying agency's responsibility will be.]

Priority of this proposed project relative to other applications submitted by the Applying Agency: *Second (of two).*

Project Description: *A proposed extension of an original 2013 TPO project to connect to the proposed SUN Trail.*

Project Location (include project length and termini, if appropriate, and attach location map)**:** *See attached map*

This proposed project is listed in the following adopted plan(s): _____

Project Eligibility for Federal Funds *(check the appropriate box):*

☒ the proposed improvement is located on the Federal-aid system. (Reference the Federal Aid Road Report at http://www.fdot.gov/statistics/fedaid/);

☐ the proposed improvement is **not** located on the Federal-aid system, but qualifies as a type of improvement identified in 23 U.S.C. §133 that is not restricted to the Federal-aid system.

Criteria Summary:

Priority Criteria	Points
(1) Proximity to Community Assets	20
(2) Connectivity and Accessibility and Equitability	15
(3) Safety/Security	18
(4) Contribution to Livability	6
(5) Cont. to Wildlife and Environmental Sust.	13
(6) Enhancements to the Transportation System	10
(7) Public Support/Special Considerations	5
(8) Local Matching Funds > 10%	20
(9) Value-Added Tie Breaker (if necessary)	variable
Total (excluding Value-Added Tie Breaker)	**107**

Criterion #1 – Proximity to Community Assets (20 points maximum)

This measure will estimate the potential demand of bicyclists and pedestrians based on the number of productions or attractions the facility may serve within a one (1) mile radius for Shared Use Paths and **Transportation Alternatives Activities** or a one-half (½) mile radius for Sidewalks. A maximum of 20 points will be assessed overall, and individual point assignments will be limited as listed below.

List and describe how the facilities link directly to community assets and who is being served by the facility. Show each of the Community Assets on a Project Area Map through the use of a buffer and describe in the space provided.

Proximity to Community Assets	**Check All that Apply**	**Max. Points**
Residential developments, apartments, community housing	☒	4
Activity centers, town centers, office parks, post office, city hall/government buildings, shopping plaza, malls, retail centers, trade/vocational schools, colleges, universities	☒	4
Parks, trail facilities, recreational facilities	☒	4
Medical/health facilities, nursing homes, assisted living, rehabilitation center	☐	4
School bus stop (K-12)	☒	1
Schools (K-12)	☐	3
Maximum Points Awarded		20

Criterion #1 Description (required): *Attached*_____

Criterion #2 – Connectivity and Accessibility and Equitability (15 points maximum)

This measure considers the gaps that exist in the current network of bike lanes, bike paths and sidewalks. The measurement will assess points based on the ability of the proposed project to join disconnected networks or complete fragmented facilities. Does the project enhance mobility or accessibility for disadvantaged groups, including children, the elderly, the poor, those with limited transportation options and the disabled? Does the project enhance mobility, accessibility, and equitability?

List and describe how this project fits into the local and regional bicycle/pedestrian networks and/or a transit facility. Depict this on the map and describe in the space provided.

Connectivity and Accessibility and Equitability	**Check All that Apply**	**Max. Points**
Project provides equitable access to a transit facility	☐	5
Project extends an existing bicycle/pedestrian facility (at one end of the facility)	☒	5
Project provides a connection between two existing or planned/programmed bicycle/pedestrian facilities	☒	5
Maximum Points Awarded		**15**

Criterion #2 Description (required): *Attached*_____

Criterion #3 – Safety/Security (18 points maximum)

This measure provides additional weight to applications that have included safety as a component of the overall project, increase the comfort level of bicyclists and pedestrians, and includes school locations identified as hazardous walking/biking zones and areas with significant numbers of safety concerns.

List and describe whether the proposed facility is located within a "hazardous walk/bike zone" in the Volusia-Flagler TPO planning area and provide documentation that illustrates how bicycle or pedestrian safety could be enhanced by the construction of this facility.

For more information, contact Volusia or Flagler County School District Student Transportation Services and refer to Florida Statute 1006.23.

Safety/Security	**Check All that Apply**	**Max. Points**
The project is located in an area identified as a hazardous walk/bike zone by Volusia or Flagler County School District Student Transportation Services and within the Volusia-Flagler TPO planning area. If applicable, provide documentation.	☐	8
The project removes or reduces potential conflicts (bike/auto, bike/ped, and ped/auto). There is a pattern of bike/ped crashes along the project route. The project eliminates or abates a hazardous, unsafe, or security condition in a school walk zone as documented in a school safety study or other relevant study. The project helps the Volusia-Flagler TPO meet or exceed adopted Vision Zero Action Plan and Transportation Safety Targets for Non-Motorized Serious Injuries and Fatalities. If applicable, provide documentation such as photos or video of current situation/site or any supportive statistics or studies.	☒	10
Maximum Points Awarded		**18**

Criterion #3 Description (required): *Attached*

Criterion #4 – Contribution to Livability (6 points maximum)

This measure considers how the project positively impacts the Livability in the community. Describe in the space provided.

Contribution to Livability	**Check All that Apply**	**Max. Points**
Project includes traffic calming measures	☐	1
Project removes barriers and/or bottlenecks for bicycle and/or pedestrian movements	☒	1
Project includes features which improve the comfort, safety, security, enjoyment or well-being for bicyclists, pedestrians, and/or transit users	☒	1
Project improves transfer between transportation modes	☒	1
Project improves transportation system resiliency and reliability	☒	1
Project reduces or mitigates the storm water impacts of surface transportation	☒	1
Maximum Points Awarded		**6**

Criterion #4 Description (required): *Attached*

Criterion #5 – Contribution to Wildlife and Environmental Sustainability (13 points maximum)

This measure considers how the project positively impacts wildlife and environmental sustainability in the community.

Describe in the space provided.

Contribution to Wildlife and Environmental Sustainability	Check All that Apply	Max. Points
The project protects wildlife and/or will mitigate any damage or loss of habitat and/or preserves the Florida Wildlife Corridor, if applicable.	☒	6
The project supports infill development and redevelopment and is sensitive to the natural ecosystem.	☒	5
The project includes connectivity and access to nature centers, wildlife preservation, and conservation areas.	☒	2
Maximum Points Awarded		**13**

Criterion #5 Description (required): *Attached*

Criterion #6 – Enhancements to the Transportation System (10 points maximum)

This measure considers the demonstrated and defensible relationship to surface transportation.

Describe how this project fits into the local and regional transportation system. Depict this on the map where applicable and describe in the space provided.

Enhancements to the Transportation System	Check All that Apply	Max. Points
Is the project included in an adopted plan?	☒	1
Is the project consistent with the goals of the Volusia-Flagler TPO's Complete Streets Policy at the end of this application?	☒	1
Does local government have Land Development Code requirements to construct sidewalks?	☐	1
Does the project improve mobility between two or more different land use types located within ½ mile of each other, including residential and employment, retail or recreational areas?	☒	1
Does the project benefit transit riders by improving connectivity to existing or programmed pathways or transit facilities?	☐	1
Does the project concentrate compact, mixed-use development around public transit stations?	☐	1
Does the project sponsor have a Complete Streets Policy?	☐	1
Is the project an extension or phased part of a larger redevelopment effort in the corridor/area?	☒	1
Project is located in a "gateway" or entrance corridor as identified in a local government applicant's master plan, or other approved planning document.	☒	1
Is the project a Trail Town or contributes to achieving the designation?	☐	1
Maximum Points Awarded		**10**

Criterion #6 Description (required): *Attached*

Criterion #7 – Public Support/Special Considerations (5 points maximum)

Describe whether the proposed facility has public support and provide documentation (e.g., letters of support/signed petitions/public comments from community groups, homeowners associations, school administrators). Describe any special issues or concerns that are not being addressed by the other criteria.

Public Support/Special Considerations	Check All that Apply	Max. Points
Is documented public support provided for the project? Are there any special issues or concerns?	☒	5
Maximum Points Awarded		**5**

Criterion #7 Description (required): *Attached*

Criterion #8 – Local Matching Funds > 10% of Total Project Cost (20 points maximum)

If local matching funds greater than 10% of the estimated project cost are available, describe the local matching fund package in detail.

Local Matching Funds > 10% of Total Project Cost	Check One	Max. Points
Is the Applicant committing to a local match greater than 10% of the estimated total project cost?	☐ Yes ☐ No	
10.0% < Local Matching Funds < 12.5%	☐	2
12.5% ≤ Local Matching Funds < 15.0%	☐	4
15.0% ≤ Local Matching Funds < 17.5%	☐	6
17.5% ≤ Local Matching Funds < 20.0%	☐	8
20.0% ≤ Local Matching Funds < 22.5%	☐	10
22.5% ≤ Local Matching Funds < 25.0%	☐	12
25.0% ≤ Local Matching Funds < 27.5%	☐	14
27.5% ≤ Local Matching Funds < 30.0%	☐	16
30.0% ≤ Local Matching Funds < 32.5%	☒	18
32.5% ≤ Local Matching Funds	☐	20
Maximum Points Awarded		**20**

Criterion #8 Description (required): *Attached*

Criterion #9 – Value-Added Tie Breaker (if necessary) (variable points)

Projects with equal scores after evaluations using the eight Project Proposal Criteria are subject to the Value-Added Tie Breaker. The BPAC and Project Review Subcommittee are authorized to award tie breaker points based on the additional value added by the project. A written explanation of the circumstances and amount of tie breaker points awarded for each project will be provided.

Volusia-Flagler TPO Complete Streets Policy Goals

- **Reduce injuries and fatalities**
- **Provide transportation options for people of all ages, physical abilities, and income levels**
- **Improve health by promoting active lifestyles through design to realize long-term health impacts**
- **Support equitable access to employment opportunities and civic resources**
- **Support economically healthy/vibrant communities**
- **Implement resilient and sustainable solutions.**



Map (proposed improvements)

SR 100 is located at the upper left of the map, SR A1A (identified as S. Oceanshore Blvd) is located on the right edge of the map. The proposed improvements stretch from S. 4th Street (upper portion of yellow oval) to S. 9th Street (lower portion of yellow oval).

Additionally, the conceptual SUN Trail, extending northward from the southern city limits) will possibly be placed on the west side of SR A1A as far north as S. 9th Street before possibly turning west along S. 9th Street to reach the city park located at the bottom center of the map before turning north along S. Flagler Avenue.

City of Flagler Beach

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

February 26, 2026

To: Volusia-Flagler Transportation Planning Organization

From: Mr. Dale L. Martin, City Manager

Re: 2026 Application for Project Prioritization

Please find included below the necessary supplemental information related to the City of Flagler Beach's 2026 Application for Project Prioritization. The City's proposed project seeks funding support for a Bicycle/Pedestrian Feasibility Study. As indicated in the application instructions, the intent of the feasibility study is to assess the engineering and planning characteristics of bicycle/pedestrian projects, including the availability of rights-of-way, various other constraints, landscaping, drainage, and estimated costs of planning, design, and construction.

The City of Flagler Beach 2026 Application for Project Prioritization (Bicycle/Pedestrian) is to conduct a Feasibility Study for Gateway Promenade Improvements- Phase II.

Project Description: The City of Flagler Beach applied for a 2012 Volusia Transportation Planning Organization Bicycle/Pedestrian Project named the Gateway Promenade Improvements Project. The Project (construction) was awarded approximately $600,000 in 2013 (Contract AR-192). The planned improvements were subsequently constructed and remain key elements to the City's Atlantic Ocean waterfront.

Since the completion of the original Gateway Promenade Improvements, other significant efforts have further transformed the City's waterfront. The United States Army Corps of Engineers (USACE) completed a beach construction project in 2024, rebuilding the dunes which protect State Route (SR) A1A and dozens of oceanfront properties. The Florida Department of Transportation (FDOT) resurfaced miles of SR A1A and added several pedestrian crosswalk enhancements in the highly-trafficked downtown area. FDOT also constructed miles of secant walls at both the northern and the southern city limits to provide additional protection to SR A1A. The first hotel (one hundred rooms) in Flagler County in nearly two decades was constructed in downtown Flagler Beach (on the site of a previous 1920s hotel), immediately overlooking the ocean and beaches (and parts of the 2013 TPO improvements). Most significantly, the City's iconic ninety-nine-year-old Pier, ravaged by a series of Atlantic storms since 2016, is currently being rebuilt with federal and state funding assistance. When completed in January, 2027, the pedestrian traffic will return to downtown Flagler Beach at unprecedented levels.

The City is also completing a Mobility Plan, focusing on the increasing interaction of vehicles (automobiles, motorcycles, golf carts, and bicycles) and pedestrians. A principal goal of the Mobility Plan is to examine circulation patterns and enhance pedestrian safety. The Mobility Plan is scheduled for formal public consideration in April.

Finally, the City submitted an application to FDOT for an extension of the State's Shared-Use Non-motorized (SUN) Trail network, filling a gap in the current network from the southern city limits (the Flagler-Volusia County line) to the northern city limits with the neighboring community of Beverly Beach- that project is now in Preliminary Development & Environment review with FDOT. It is clearly evident that the oceanfront amenities (beaches, Pier, boardwalk and adjoining restaurants, shops, accommodations, and homes) of Flagler Beach are incredibly popular.

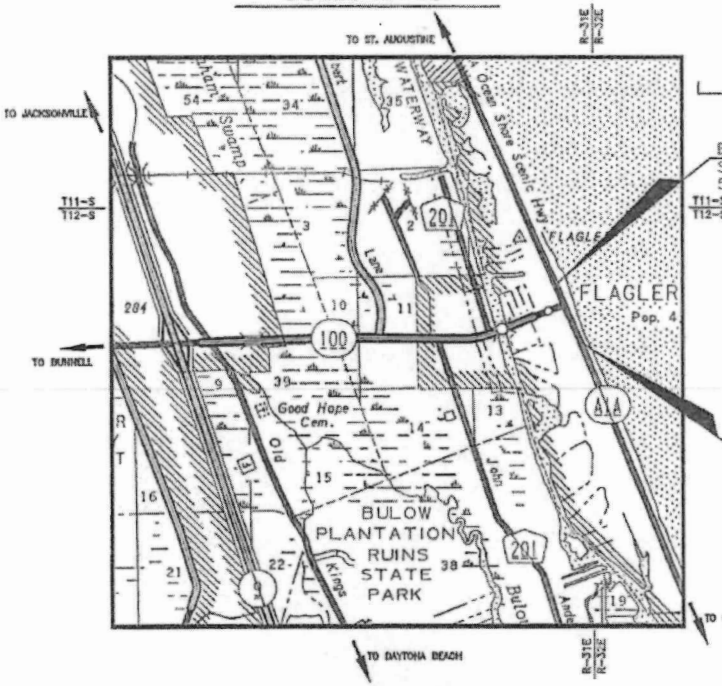
The proposed 2026 project is to assess, plan, and design links between the 2013 Gateway Promenade Improvements and the proposed SUN Trail as well as extending the original 2013 Gateway Promenade Improvements to the newly reconstructed Pier.

Substantial Completion
Punch List
03-27-2014
Robert Rudd
Tierra, Inc.

CITY OF FLAGLER BEACH

A1A/OCEANSHORE BOULEVARD

GATEWAY PROMENADE IMPROVEMENTS PROJECT
SR A1A / OCEAN SHORE BLVD. (9TH STREET SOUTH TO 5TH STREET NORTH)
FLAGLER BEACH, FL.
FPN NO. 426029-1-58-01
FAN NO. 4911-015-P
JUNE 2013





END PROJECT
STA. 757+00
5TH ST. NORTH

BEGIN PROJECT
STA. 725+00
9TH ST. SOUTH

General Punch List Items:

1. *Install mid-rail compression bolts;*
2. *Complete Overlooks (Including Building Inspections);*
3. *Install Handrail at all stairs and at boardwalk ramps with run slopes grater than 5%;*
4. *Clean up trash;*
5. *Cut all bolts flush with posts;*
6. *Confirm that all deck and railing screws are in place;*
7. *Per DEP direction received by Tierra on 03-27-2014, Remove All Dune Silt Fence Barrier Except at Beach Access Disturbed Area.*

Date Punch List Items Confirmed Completed
By:

CITY OF FLAGLER BEACH FLORIDA

CIVIL ENGINEER OF RECORD: DAVID A. KING, P.E. 50609
QUENTIN L. HAMPTON ASSOCIATES
P.O. DRAWER 290247
PORT ORANGE, FL. 32129-0247
(386) 761-6810

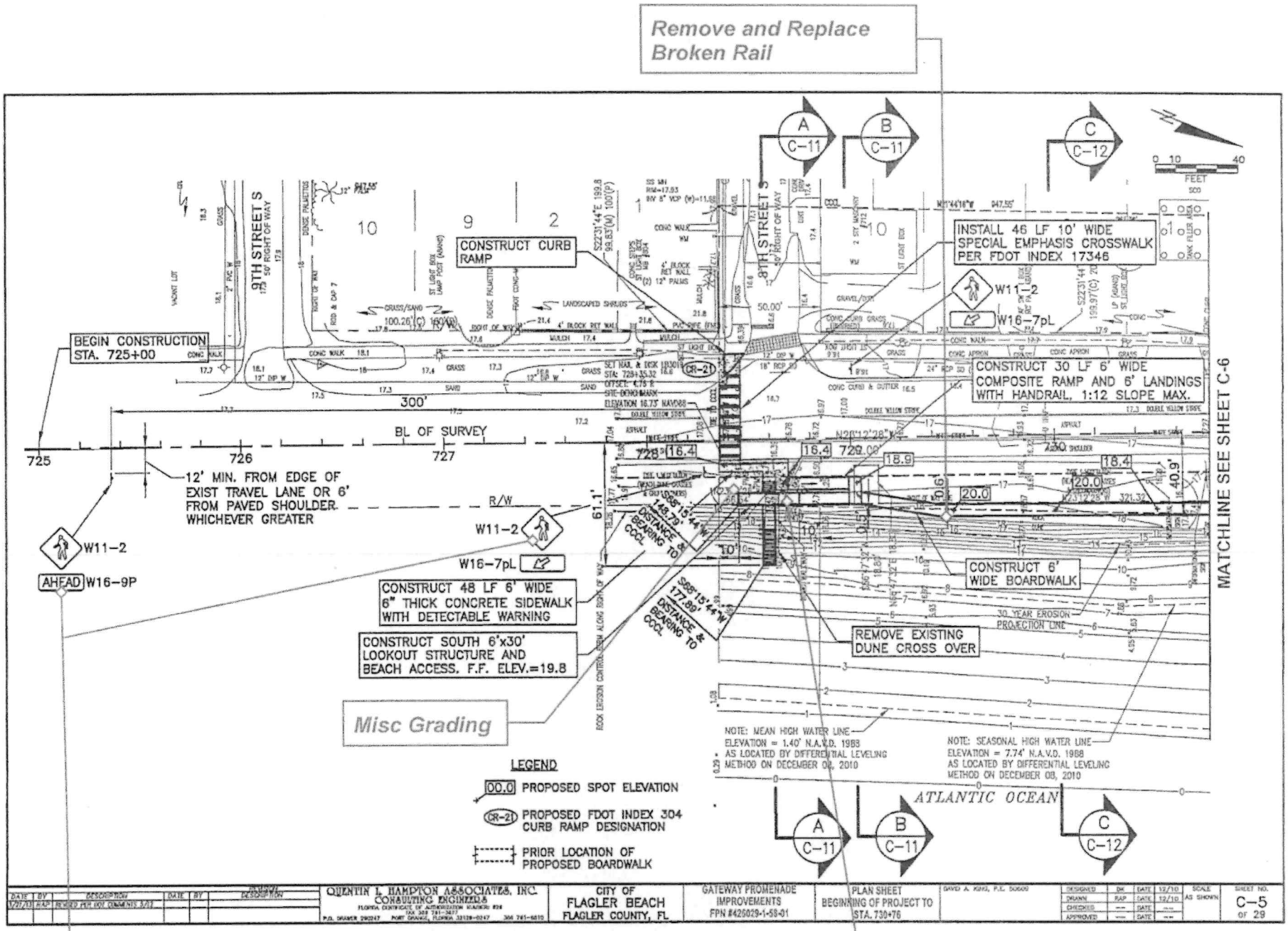
STRUCTURAL ENGINEER OF RECORD: ANDREW J. NOBLE, P.E. 54063
NOBLE STRUCTURAL GROUP, INC.
1519 NORTH COCOA BLVD.
COCOA, FL. 32922
(321) 635-9344

MARK A. HAMPTON, P.E. 27381
BRADLEY T. BLAIR, P.E. 47130
DAVID A. KING, P.E. 50609
ANDREW M. GAMMIE, P.E. 46601
KEVIN A. LEE, P.E. 71501

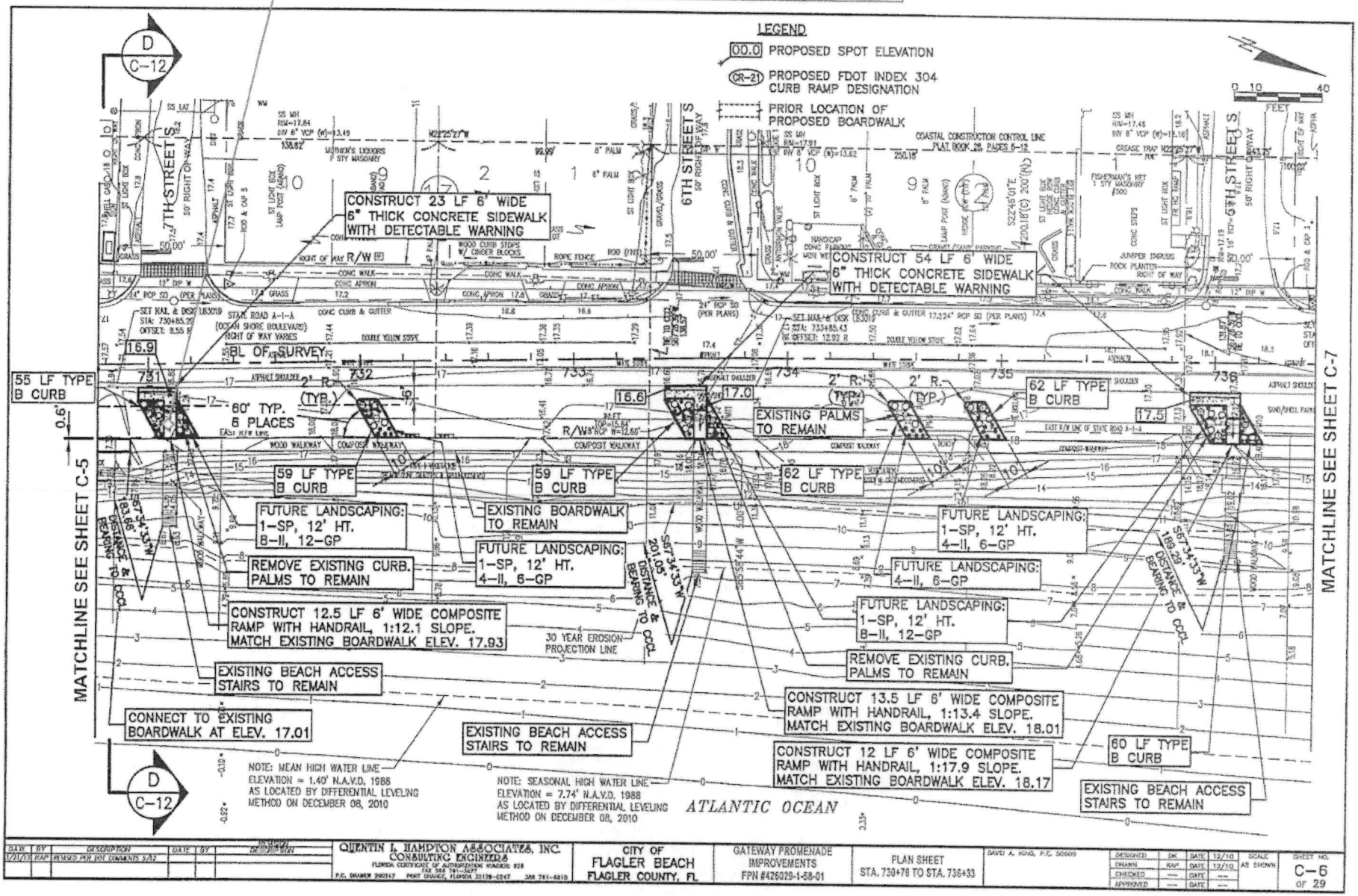
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 626
FAX 386 761- 3977
P.O. DRAWER 290247 PORT ORANGE, FLORIDA 32129-0247 386 761-6810

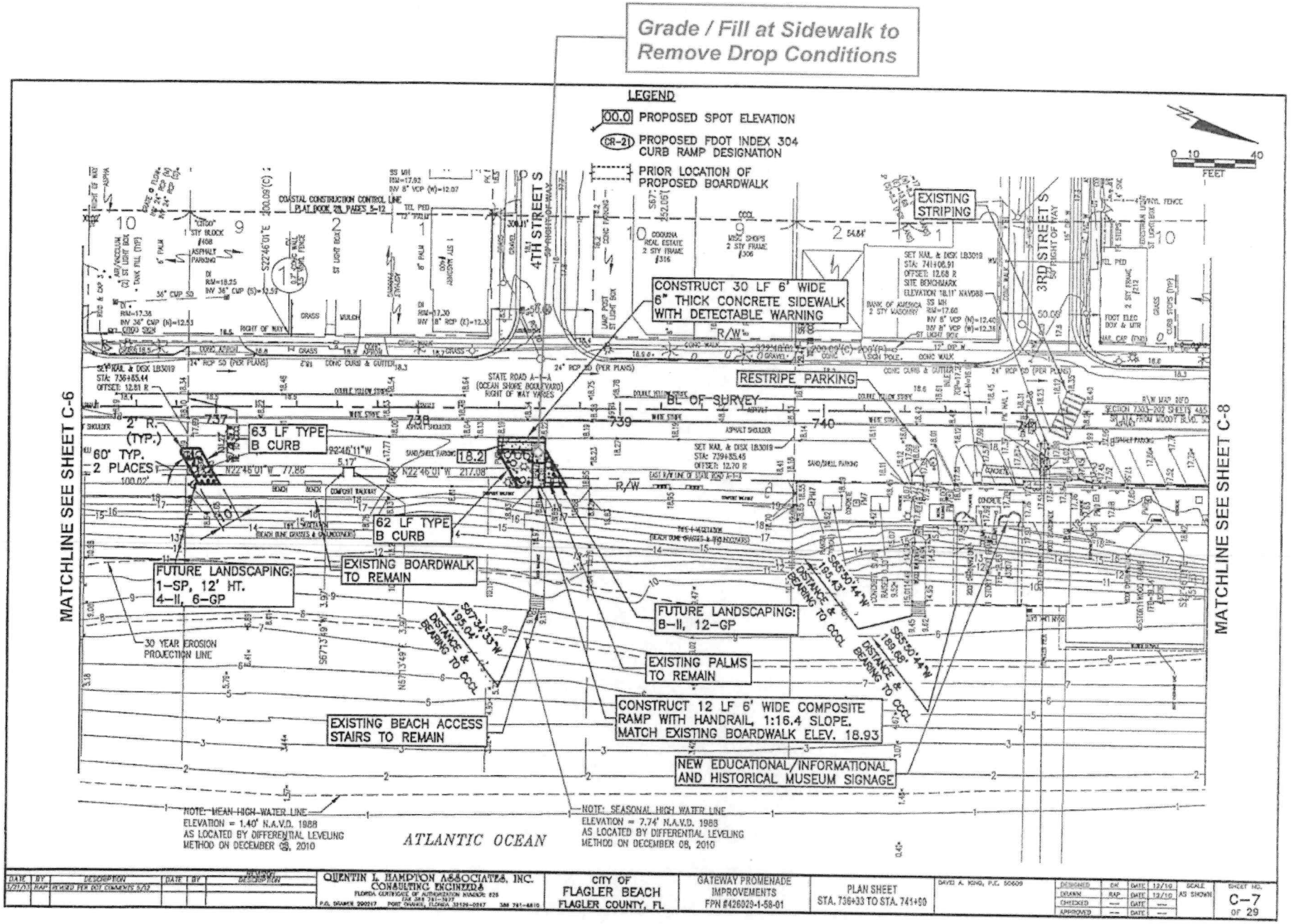
QUENTIN L. HAMPTON ASSOCIATES, CONSULTING ENGINEERS
PORT ORANGE, FLORIDA

S:\FB\FB48 Gateway Promenade Improvements\Cadd\Design\FB48 Ghwy Promenade_COVER.dwg, COVER SHEET, 6/20/2013 10:10:31 AM, KP


Remove and Replace Broken Rail
CONSTRUCT CURB RAMP
INSTALL 46 LF 10' WIDE SPECIAL EMPHASIS CROSSWALK PER FDOT INDEX 17346
W11-2
W16-7pL
BEGIN CONSTRUCTION STA. 725+00
CONSTRUCT 30 LF 6' WIDE COMPOSITE RAMP AND 6' LANDINGS WITH HANDRAIL, 1:12 SLOPE MAX.
BL OF SURVEY
12' MIN. FROM EDGE OF EXIST TRAVEL LANE OR 6' FROM PAVED SHOULDER WHICHEVER GREATER
W11-2
AHEAD W16-9P
W11-2
W16-7pL
CONSTRUCT 48 LF 6' WIDE 6" THICK CONCRETE SIDEWALK WITH DETECTABLE WARNING
CONSTRUCT SOUTH 6'x30' LOOKOUT STRUCTURE AND BEACH ACCESS. F.F. ELEV.=19.8
CONSTRUCT 6' WIDE BOARDWALK
REMOVE EXISTING DUNE CROSS OVER
Misc Grading
MATCHLINE SEE SHEET C-6
ATLANTIC OCEAN
LEGEND
PROPOSED SPOT ELEVATION
PROPOSED FDOT INDEX 304 CURB RAMP DESIGNATION
PRIOR LOCATION OF PROPOSED BOARDWALK
QUENTIN L. HAMPTON ASSOCIATES, INC. CONSULTING ENGINEERS
CITY OF FLAGLER BEACH FLAGLER COUNTY, FL
GATEWAY PROMENADE IMPROVEMENTS FPN #426029-1-58-01
PLAN SHEET BEGINNING OF PROJECT TO STA. 730+76
C-5 of 29
Turn Signs to Traffic per FDOT Index and Provide FDOT Sticker Back of Signs
Install Educational Signs

Repair Boardwalk Ramp Vehicle Crash Damage

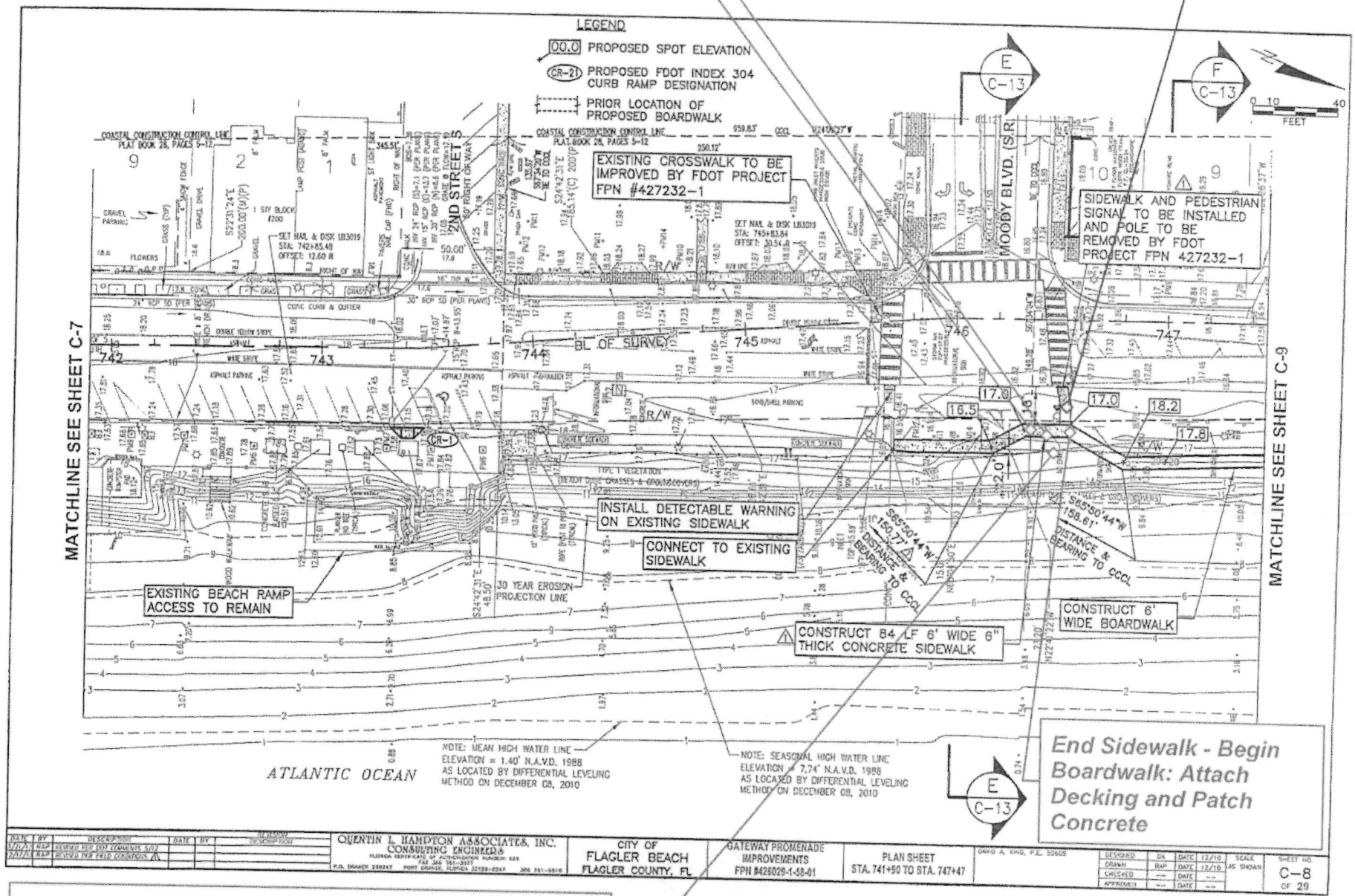



Grade / Fill at Sidewalk to Remove Drop Conditions
LEGEND
00.0 PROPOSED SPOT ELEVATION
CR-21 PROPOSED FDOT INDEX 304 CURB RAMP DESIGNATION
PRIOR LOCATION OF PROPOSED BOARDWALK
0 10 40
FEET
MATCHLINE SEE SHEET C-6
MATCHLINE SEE SHEET C-8
4TH STREET S
3RD STREET S
EXISTING STRIPING
CONSTRUCT 30 LF 6' WIDE 6" THICK CONCRETE SIDEWALK WITH DETECTABLE WARNING
RESTRIPE PARKING
BL OF SURVEY
63 LF TYPE B CURB
62 LF TYPE B CURB
2' R. (TYP.)
60' TYP. 2 PLACES
EXISTING BOARDWALK TO REMAIN
FUTURE LANDSCAPING: 1-SP, 12' HT. 4-II, 6-GP
FUTURE LANDSCAPING: 8-II, 12-GP
30 YEAR EROSION PROJECTION LINE
EXISTING PALMS TO REMAIN
CONSTRUCT 12 LF 6' WIDE COMPOSITE RAMP WITH HANDRAIL, 1:16.4 SLOPE. MATCH EXISTING BOARDWALK ELEV. 18.93
EXISTING BEACH ACCESS STAIRS TO REMAIN
NEW EDUCATIONAL/INFORMATIONAL AND HISTORICAL MUSEUM SIGNAGE
NOTE: MEAN HIGH WATER LINE ELEVATION = 1.40' N.A.V.D. 1988 AS LOCATED BY DIFFERENTIAL LEVELING METHOD ON DECEMBER 08, 2010
NOTE: SEASONAL HIGH WATER LINE ELEVATION = 7.74' N.A.V.D. 1988 AS LOCATED BY DIFFERENTIAL LEVELING METHOD ON DECEMBER 08, 2010
ATLANTIC OCEAN
QUENTIN L. HAMPTON ASSOCIATES, INC. CONSULTING ENGINEERS
CITY OF FLAGLER BEACH FLAGLER COUNTY, FL
GATEWAY PROMENADE IMPROVEMENTS FPN #426029-1-58-01
PLAN SHEET STA. 736+33 TO STA. 741+50
DAVID A. KING, P.E. 50609
SCALE AS SHOWN
SHEET NO. C-7 OF 29

Install Chain Posts At Beach Access

Patch Concrete At Beach Access

Concrete To Be Installed By FDOT



End Sidewalk - Begin Boardwalk: Attach Decking and Patch Concrete

QUENTIN L. HAMPTON & ASSOCIATES, INC. CONSULTING ENGINEERS

CITY OF FLAGLER BEACH FLAGLER COUNTY, FL

GATEWAY PROMENADE IMPROVEMENTS FPN 8426029-1-58-01

PLAN SHEET STA. 741+90 TO STA. 747+47

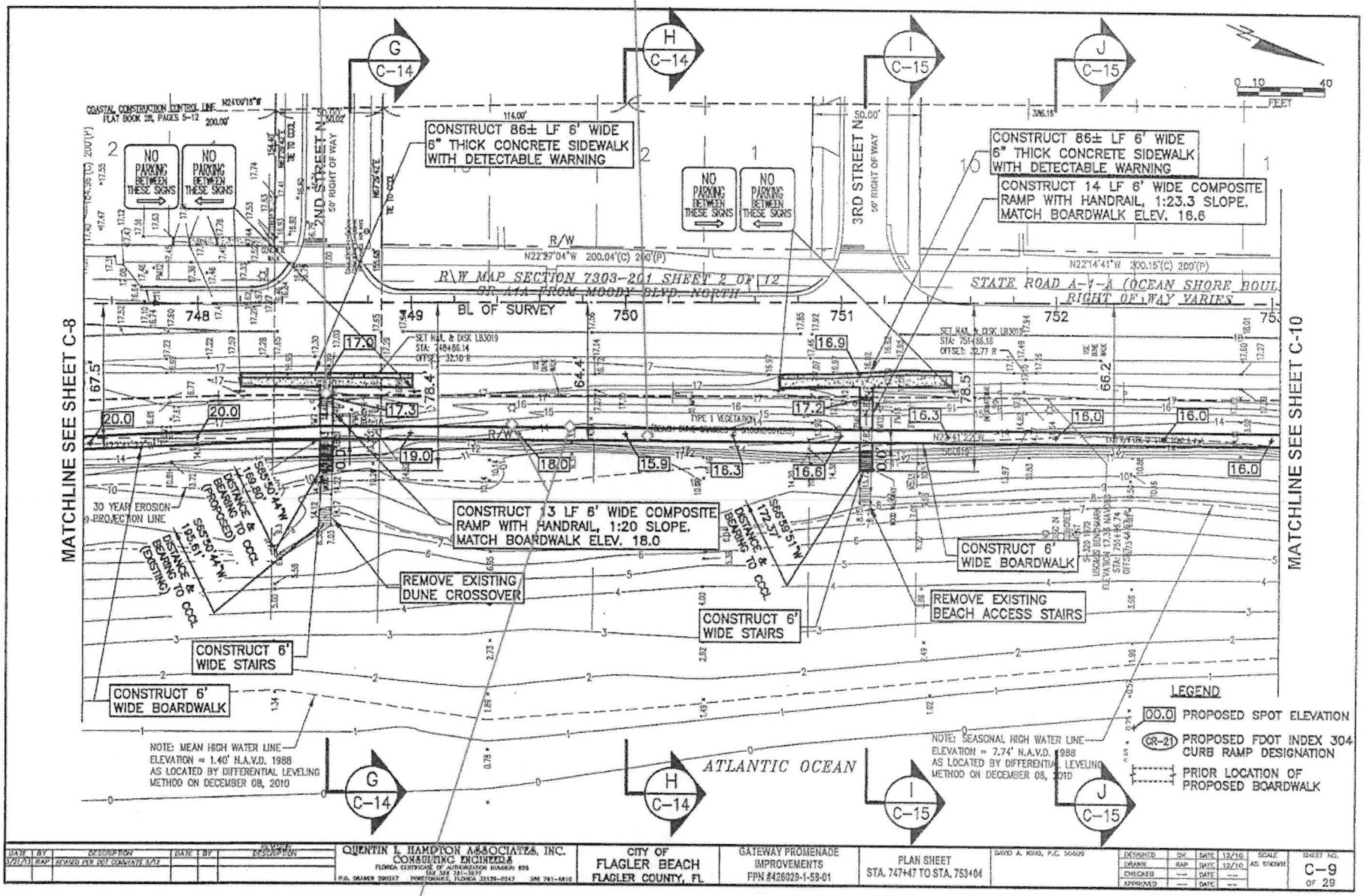
DAVID A. KING, P.E. 50605

SHEET NO. C-8 OF 29

Per DEP Direction received 03-27-2014 by Tierra Silt Fence at Access Disturbed Area to remain in place. All other silt fence barrier can be removed

Grade / Fill at Sidewalk to Remove Drop Conditions

Remove Temporary Timber Bracing Under Boardwalk



DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
12/21/11	RAP	REVISED PER DOT COMMENTS 8/12			

QUENTIN L. HAMPTON ASSOCIATES, INC.
CONSULTING ENGINEERS
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 825
FAX 386 761-3627
P.O. DRAWER 290247 PORT ORANGE, FLORIDA 32129-0247 386 761-4810

CITY OF FLAGLER BEACH
FLAGLER COUNTY, FL

GATEWAY PROMENADE IMPROVEMENTS
FPN #426029-1-58-01

PLAN SHEET
STA. 747+47 TO STA. 753+04

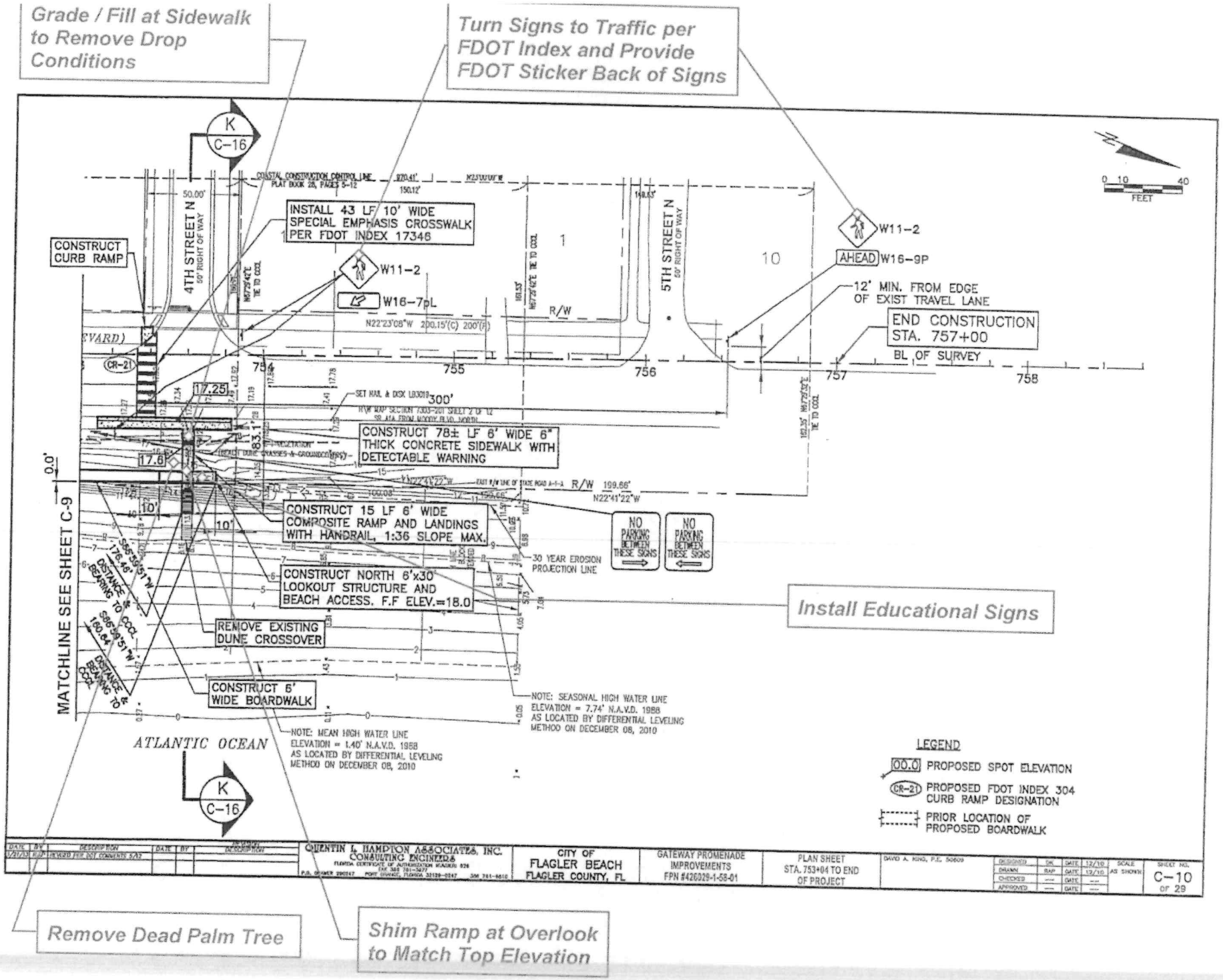
DAVID A. KING, P.E. 50609

DESIGNED	DK	DATE	12/10	SCALE AS SHOWN
DRAWN	RAP	DATE	12/10	
CHECKED	---	DATE	---	
APPROVED	---	DATE	---	

SHEET NO. C-9 OF 29

S:\FBF\848 Gateway Promenade Improvements\Civil\Design\848 Plan sheets.dwg, SHT 9, 8/6/2013 9:57:59 AM, RP

Remove Two (2) Palm Trees at Edge of Boardwalk


Grade / Fill at Sidewalk to Remove Drop Conditions
Turn Signs to Traffic per FDOT Index and Provide FDOT Sticker Back of Signs
K C-16
INSTALL 43 LF 10' WIDE SPECIAL EMPHASIS CROSSWALK PER FDOT INDEX 17346
CONSTRUCT CURB RAMP
W11-2
W16-7pL
AHEAD W16-9P
12' MIN. FROM EDGE OF EXIST TRAVEL LANE
END CONSTRUCTION STA. 757+00
BL OF SURVEY
4TH STREET N
5TH STREET N
CR-21
CONSTRUCT 78± LF 6' WIDE 6" THICK CONCRETE SIDEWALK WITH DETECTABLE WARNING
CONSTRUCT 15 LF 6' WIDE COMPOSITE RAMP AND LANDINGS WITH HANDRAIL, 1:36 SLOPE MAX.
CONSTRUCT NORTH 6'x30 LOOKOUT STRUCTURE AND BEACH ACCESS. F.F ELEV.=18.0
REMOVE EXISTING DUNE CROSSOVER
CONSTRUCT 6' WIDE BOARDWALK
NO PARKING BETWEEN THESE SIGNS
30 YEAR EROSION PROJECTION LINE
Install Educational Signs
MATCHLINE SEE SHEET C-9
ATLANTIC OCEAN
NOTE: MEAN HIGH WATER LINE ELEVATION = 1.40' N.A.V.D. 1988 AS LOCATED BY DIFFERENTIAL LEVELING METHOD ON DECEMBER 08, 2010
NOTE: SEASONAL HIGH WATER LINE ELEVATION = 7.74' N.A.V.D. 1988 AS LOCATED BY DIFFERENTIAL LEVELING METHOD ON DECEMBER 08, 2010
LEGEND
00.0 PROPOSED SPOT ELEVATION
CR-21 PROPOSED FDOT INDEX 304 CURB RAMP DESIGNATION
PRIOR LOCATION OF PROPOSED BOARDWALK
Remove Dead Palm Tree
Shim Ramp at Overlook to Match Top Elevation
QUENTIN L. HAMPTON ASSOCIATES, INC. CONSULTING ENGINEERS
CITY OF FLAGLER BEACH FLAGLER COUNTY, FL
GATEWAY PROMENADE IMPROVEMENTS FPN #426029-1-58-01
PLAN SHEET STA. 753+04 TO END OF PROJECT
SHEET NO. C-10 OF 29

Staff Report

City Commission Regular Meeting

February 26, 2026

To:	City Commission
From:	Drew Smith, City Attorney
Meeting Date:	February 26, 2026
Item Name:	Resolution 2026- 21. A Resolution of the City of Flagler Beach acknowledging the Resolution of Conflicts raised by the Board of County Commissioners for Flagler County pursuant to Chapter 164, Florida Statutes, relating to the City of Flagler Beach Comprehensive Plan amendment, Rezoning, and approval of Master Development Plan for the Project known as Summertown.

Background:

Attorney Smith prepared Resolution 2026-21, acknowledging and agreeing with the County's conclusion of Chapter 164 conflict resolution proceedings. The back-up documentation includes the executed Conflict Resolution adopted by the Flagler County Board of Commissioners at their Monday, February 23, 2026, meeting.

Fiscal Impact:

Staff Recommendation:

Approve Resolution 2026-21 acknowledging the resolution of conflicts raised by the Flagler County Board of County Commissioners.

Attachments:

1. 2026-21 164 Concluding Resolution
2. Flagler County Concluding Resolution Summertown

RESOLUTION NO. 2026-21

A RESOLUTION OF THE CITY OF FLAGLER BEACH ACKNOWLEDGING THE RESOLUTION OF CONFLICTS RAISED BY THE BOARD OF COUNTY COMMISSIONERS FOR FLAGLER COUNTY PURSUANT TO CHAPTER 164, FLORIDA STATUTES, RELATING TO THE CITY OF FLAGLER BEACH COMPREHENSIVE PLAN AMENDMENT, REZONING, AND APPROVAL OF MASTER DEVELOPMENT PLAN FOR THE PROJECT KNOWN AS SUMMERTOWN

WHEREAS, on or about January 8, 2026, the City Commission for the City of Flagler Beach enacted Ordinance 2025-22 annexing 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 lying in the areas proximate to the existing city limits of the city, pursuant to Section 171.044, Florida Statutes; and

WHEREAS, on or about January 8, 2026, the City Commission for the City of Flagler Beach in conjunction with Ordinance 2025-22 enacted Ordinance 2025-25 amending the City's Comprehensive Plan Future Land Use Map designation for the recently annexed real property generally located west of John Anderson Highway, and directly south of State Road 100, from the County designated "Agriculture, Conservation, and Mixed Use: High Intensity" and from the City designated "Low and Medium Density" future land use designations to the City designated "Low Density Residential and Commercial" future land use designations with an accompanying Text Policy Amendment to limit development; and

WHEREAS, on or about January 8, 2026, the City Commission for the City of Flagler Beach, in accord with Ordinances 2025-22 and 2025-25, enacted Ordinance 2025-26 amending the Official Zoning Map designation of the recently annexed property generally located west of John Anderson Highway, and directly south of State Road 100, from the County designated Planned Unit Development and City designated Reserved and Single-Family Residential to a City approved Master Planned Development; and

WHEREAS, on January 28, 2026, the Board of County Commissioners passed Resolution 2026-05 initiating Conflict Resolution Procedures pursuant to Section 164.1052, Florida Statutes; and

WHEREAS, on February 13, 2026, representatives from Flagler County and the City of Flagler Beach held a Conflict Assessment Meeting pursuant to Section 164.1053, Florida Statutes, to address the issues in conflict raised by Flagler County in Resolution 2026-05; and

WHEREAS, on February 23, 2026, the Board of County Commissioners passed Resolution 2026-10, attached hereto, acknowledging all of its raised conflicts have been resolved and concluding statutory conflict resolution procedures.

NOW, THEREFORE, IT IS RESOLVED BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA:

SECTION 1. Recitals. The foregoing recitals are incorporated herein and found by the City Council to be true and correct statements as to the legislative findings of the City Council.

SECTION 2. The City Commission agrees and finds that the conflicts raised by the Board of County Commissioners have been resolved and statutory conflict resolution procedures are appropriately concluded.

SECTION 3. Effective Date. This Resolution will take effect immediately upon adoption.

Adopted this ____ day of February, 2026.

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

_____
Patti King, Mayor

ATTEST:

_____
Penny Overstreet, City Clerk

RESOLUTION NO. 2026-10

A RESOLUTION OF THE FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS CONCLUDING CONFLICT RESOLUTION PROCEDURES PURSUANT TO CHAPTER 164, FLORIDA STATUTES, RELATING TO THE CITY OF FLAGLER BEACH COMPREHENSIVE PLAN AMENDMENT, REZONING, AND APPROVAL OF MASTER DEVELOPMENT PLAN FOR THE PROJECT KNOWN AS SUMMERTOWN

WHEREAS, on or about January 8, 2026, the City Commission for the City of Flagler Beach enacted Ordinance 2025-22 annexing 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 lying in the areas proximate to the existing city limits of the city, pursuant to Section 171.044, Florida Statutes;

WHEREAS, on or about October 7, 2025, the Planning and Architectural Review Board of the City of Flagler Beach ("PARB"), acting as the City's Local Planning Agency, considered the proposed map amendments referenced in Ordinance 2025-25 and voted to recommend disapproval of the proposed Comprehensive Plan Amendment, however, the Recitals in Ordinance 2025-25 reflect that the PARB voted to recommend approval of the proposed Comprehensive Plan Amendment;

WHEREAS, on or about January 8, 2026, the City Commission for the City of Flagler Beach in conjunction with Ordinance 2025-22 enacted Ordinance 2025-25 amending the City's Comprehensive Plan Future Land Use Map designation for the recently annexed real property generally located west of John Anderson Highway, and directly south of State Road 100, from the County designated "Agriculture, Conservation, and Mixed Use: High Intensity" and from the City designated "Low and Medium Density" future land use designations to the City designated "Low Density Residential and Commercial" future land use designations with an accompanying Text Policy Amendment to limit development;

WHEREAS, on or about January 8, 2026, the City Commission for the City of Flagler Beach, in accord with Ordinances 2025-22 and 2025-25, enacted Ordinance 2025-26 amending the Official Zoning Map designation of the recently annexed property generally located west of John Anderson Highway, and

directly south of State Road 100, from the County designated Planned Unit Development and City designated Reserved and Single-Family Residential to a City approved Master Planned Development;

WHEREAS, on January 28, 2026, the Board of County Commissioners passed Resolution 2026-05 initiating Conflict Resolution Procedures pursuant to Section 164.1052, Florida Statutes;

WHEREAS, on February 13, 2026, representatives from Flagler County and the City of Flagler Beach held a Conflict Assessment Meeting pursuant to Section 164.1053, Florida Statutes, to address the issues in conflict raised by Flagler County in Resolution 2026-05; and

WHEREAS, at the conclusion of the Conflict Assessment Meeting, the County and City have resolved the issues in conflict which precipitated the initiation of the conflict resolution proceedings.

NOW, THEREFORE, BE IT RESOLVED by the Flagler County Board of County Commissioners, that:

1. The issues in conflict between Flagler County and the City of Flagler Beach are hereby SETTLED AND RESOLVED to the satisfaction of both the County and the City as follows:

    a. In regard to Ordinance 2025-26 and whether it is consistent with the City's Comprehensive Plan and with the Settlement Agreement entered into by Flagler County and the City of Flagler Beach in *City of Flagler Beach, et.al. v. Hammock Beach River Club Property Owners Association, Inc. et.al.*, Cir.Ct. Case No. 06-001531CA, January 31, 2007, the County recognizes the City's commitment to provide potable water, sanitary sewer, and reuse (reclaimed water) services to the Veranda Bay and Summertown Projects. To the extent that any commitments remained outstanding from the Settlement Agreement, the County acknowledges that these have now been settled through the City's commitment and its approval of Ordinance 2025-26. As the sole utility provider for the John Anderson Highway Service Area, the County acknowledges that the obligations of the Settlement Agreement as these related to the City, the County, and the POA, as identified in the Settlement Agreement, have now effectively been transferred to the City and the Developer (as the successor to the POA), without recourse to Flagler County. This issue is satisfied.

    b. In regard to Ordinance 2025-26 and whether it is consistent with the City Comprehensive Plan as it relates to Floodplain Protection, and its impact on the County's adjacent floodplains and sensitive environmental lands adjacent and contiguous to the Subject Property, the County and City agree to allow work together with the Developer of the Subject Property to effectuate the preservation of the sensitive environmental lands that are the subject of the County's application for Florida Forever funding, as well as investigating potential alternative financial resources for the acquisition of environmentally sensitive lands for a period of three (3) years. This issue is satisfied.

c. In regard to Ordinance 2025-26 and whether it is consistent with the County's Comprehensive Plan in as much as it increases residential density within the Coastal High Hazard Area adversely impacting John Anderson Highway, a county owned and maintained right-of-way and hurricane evacuation route, the County, through the proposed Agreement between the County and the Developer, acknowledges the proportionate fair share payment—referred to in the proposed Agreement as the John Anderson Highway Mitigation Contribution—proffered by the Developer and to be used by the County as necessary to offset impacts arising from the development of the Veranda Bay and Summertown Projects. Priority for the use of these funds by the County will be to offset any impacts resulting from the development of the Projects that adversely impacts the evacuation clearance times to unacceptable levels. If no such adverse impacts to evacuation timing are anticipated to occur as a result of the development of the Projects, the Contribution funds may be used for generalized "transportation planning, long-term maintenance planning, design, engineering, improvements, landscaping, and maintenance associated with John Anderson Highway and its corridor" as specifically provided in the proposed Agreement. This issue is satisfied.

d. In regard as to whether an adequate traffic study was conducted to analyze the impacts of the increase in residential density on John Anderson Highway by the adoption of Ordinance 2025-26, the County, through the proposed Agreement between the County and the Developer, releases the Developer and the City from any modification—specific to John Anderson Highway and the extent of impacts resulting from the development of the Veranda Bay and Summertown Projects—to the submitted traffic study relied upon by the City Commission through its approval of Ordinance 2025-26. Project-specific improvements—including the provision of signage, turn lanes, and acceleration/deceleration lanes—may still be needed but without the requirement for the provision of an updated traffic study, and any project-specific improvements will be required to be provided by the Developer as part of any County Right-of-Way Utilization Permit submittal made to Flagler County for access to John Anderson Highway. This issue is satisfied.

e. In regard to whether there is a possibility for an alternative to future maintenance of John Anderson Highway, either in the form of the City taking the ownership and maintenance obligation of the right-of-way, or the developer paying county impact fees or their functional equivalent relating to the impacts and maintenance of the right-of-way, as has been requested previously, the City remains unwilling to accept ownership and maintenance of the portion of John Anderson Highway adjoining the Veranda Bay and Summertown Projects. Additionally, the City has not adopted transportation impact fees of its own and has not adopted an interlocal agreement with Flagler County for the collection and remittance of the County's adopted transportation impact fee. The Developer, through the proposed Agreement between the County and the Developer, has opted to voluntarily proffer a John Anderson Highway Mitigation Contribution payable at the time of building permit issuance and to be remitted to the County to offset the transportation impacts resulting from the Projects. The John Anderson Highway Mitigation Contribution is intended to serve as the Developer's proportionate fair share contribution to mitigate the Veranda Bay and Summertown Projects' impacts on John Anderson Highway: the Developer's Contribution is not intended to fully fund the County's future capital improvements or ongoing maintenance of the John Anderson Highway right-of-way. This issue is satisfied.

2. The conflict resolution procedures are hereby completed and closed.

PASSED AND DULY ADOPTED this 23rd day of February, 2026

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

Leann Pennington, Chair

ATTEST:

Tom Bexley, Clerk of the Circuit Court and Comptroller

Approved as to form:

Michael A. Rodriguez, County Attorney

Staff Report

City Commission Regular Meeting

February 26, 2026

To:	City Commission
From:	Dale Martin, City Manager
Meeting Date:	February 26, 2026
Item Name:	Ordinance 2025-30. An Ordinance of the City of Flagler Beach, Florida, amending the Lease Agreement between the City of Flagler Beach and Grandview Flagler Partners, LLC (c/o Mr. Raymond Barshay); providing for conflict and an effective date (Second [Final] Reading).

Background:

The City owns the property identified as Flagler County Tax Parcel ID 12-12-31-4500-00700-0250 which contains two significant structures: the City's iconic 'A'-frame (the former Bait Shop, Surf Radio, and restrooms) and the Funky Pelican restaurant (but not technically including the outdoor deck associated with the restaurant). The City approved a Lease with Mr. Barshay in 2011. A subsequent First Addendum was incorporated in 2012. The terms of the Lease/First Addendum provided for a ten-year lease, with three subsequent five-year options. Mr. Barshay implemented the First Option, which expires in September, 2027. If the Second and Third Options are invoked, the current lease would expire in September, 2037. Mr. Barshay has presented to the City a "First Amendment to Lease Agreement." All Lease-related documents are attached, including the proposed First Amendment.

Ordinance 2025-30 was presented at the December 12, 2025, City Commission meeting. Discussion included the lease having an extension of the term with no competitive market adjustment and interest in the ability to amend terms if the market rose to a certain threshold. The Ordinance passed first reading with direction to the attorneys to bring back an amended agreement for 2nd Reading that considered the market rate during any extensions.

Fiscal Impact:

The terms of the Lease Agreement include monthly rent (originally $3,000, but with an annual escalator; currently $4,152.75) with an annual increase of 3% (anticipated monthly rent effective January 1, 2026: $4,277.33). An additional 3% on sales over $1,000,000 supplements the base rent. The City's summary of rental income is attached for the current year (2025) and the two previous years.

Staff Recommendation:

Staff recommends approval of Ordinance 2025-30 [Second Reading].

Attachments:

1. Ord 2025-30 Funky Pelican
2. Funky Pelican Original Lease (including First Addendum)
3. Funky Pelican First Amendment
4. Funky Pelican Financials (2023-2025)
5. FIRST AMENDMENT TO GRANDVIEW LEASE AGREEMENT - Redline for Second Reading
6. Funky Pelican v CPI

ORDINANCE 2025-30

AN ORDINANCE OF THE CITY OF FLAGLER BEACH, FLORIDA, APPROVING THE FIRST AMENDMENT TO THE LEASE AGREEMENT BETWEEN THE CITY OF FLAGLER BEACH AND GRANDVIEW FLAGLER PARTNERS, LLC (c/o MR. RAYMOND BARSHAY); PROVIDING FOR CONFLICT AND AN EFFECTIVE DATE.

WHEREAS, the City of Flagler Beach (the "City") owns the property identified as Flagler County Tax Parcel ID 12-12-31-4500-00700-0250; and,

WHEREAS, the City approved a Lease Agreement with Raymond Barshay (Grandview Flagler Partners, LLC) for the facility located on the subject parcel (commonly referred now to as the "Funky Pelican") with Ordinance 2011-04, and subsequently amended with the First Addendum (Ordinance 2012-12), which declared the effective date of the lease to be October 1, 2012; and,

WHEREAS, the Lease Agreement gave Grandview Flagler Partners, LLC the option to extend the original lease term (ten years) for three additional and consecutive five-year terms; and,

WHEREAS, the First Option to extend was exercised, extending the lease term through September 30, 2027, and if the Second Option is to be sought to extend the lease term to September 30, 2032, written notice must be provided to the City no later than nine months prior to the end of the First Option; and,

WHEREAS, representatives of Grandview Flagler Partners have submitted a proposed First Amendment of Lease Agreement for City consideration;

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

SECTION 1. The First Amendment to Lease Agreement (attached hereto) is approved and incorporated as part of the Lease Agreement by the City Commission, including revisions as indicated to Section 5, Section 13, and Section 14.

SECTION 2. The remainder of the Lease Agreement remains unmodified and fully in effect.

SECTION 3. The City Commission approves the proposed capital improvements as presented by Grandview Flagler Partners (attached).

SECTION 4. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 5. This ordinance shall become effective upon execution.

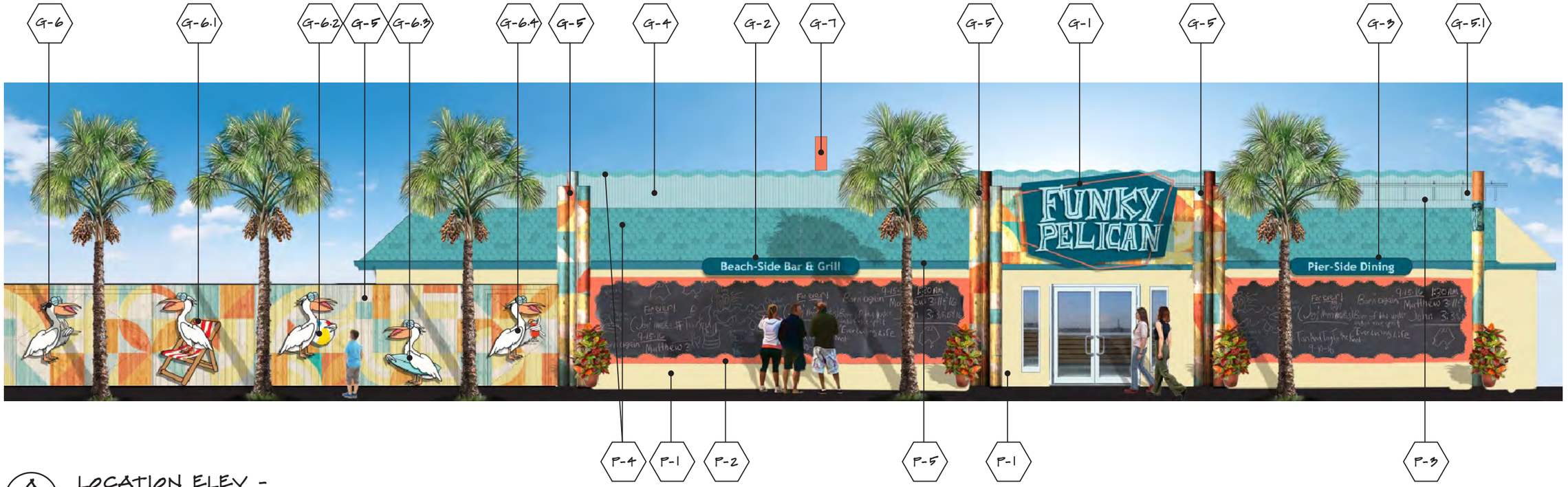
Upon motion duly made and carried, the foregoing Ordinance was approved on First Reading by the City Commission of the City of Flagler Beach this 11th day of December, 2025.

CITY OF FLAGLER BEACH, FLORIDA

PATTI KING, MAYOR

ATTEST:

PENNY OVERSTREET, CITY CLERK



A
G-100

LOCATION ELEV -

SCALE: NTS

P-1	SHERWIN WILLIAMS SW6908 FUN YELLOW	P-2	SHERWIN WILLIAMS SW6648 KUMQUAT	P-3	SHERWIN WILLIAMS SW6944 POOL BLUE	P-4	SHERWIN WILLIAMS SW6766 MARINER	P-5	SHERWIN WILLIAMS SW2224 CALYPSO

CREATIVE GRAPHIC DESIGN

P.O. BOX 2432
DELAND, FL 32721
386-804-6494
lsurphlis@gmail.com

FUNKY PELICAN
Beachfront Dining

DESIGNER
L. Surphlis

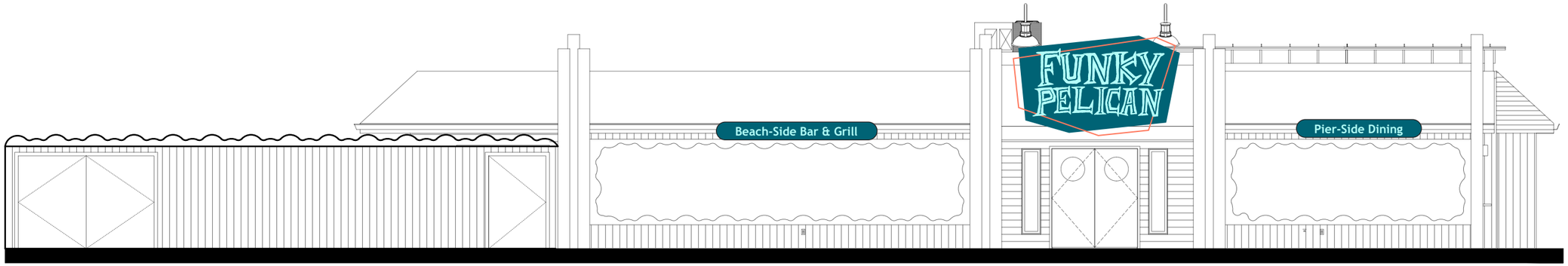
10-21-2024

REVISION

DATE

SHEET

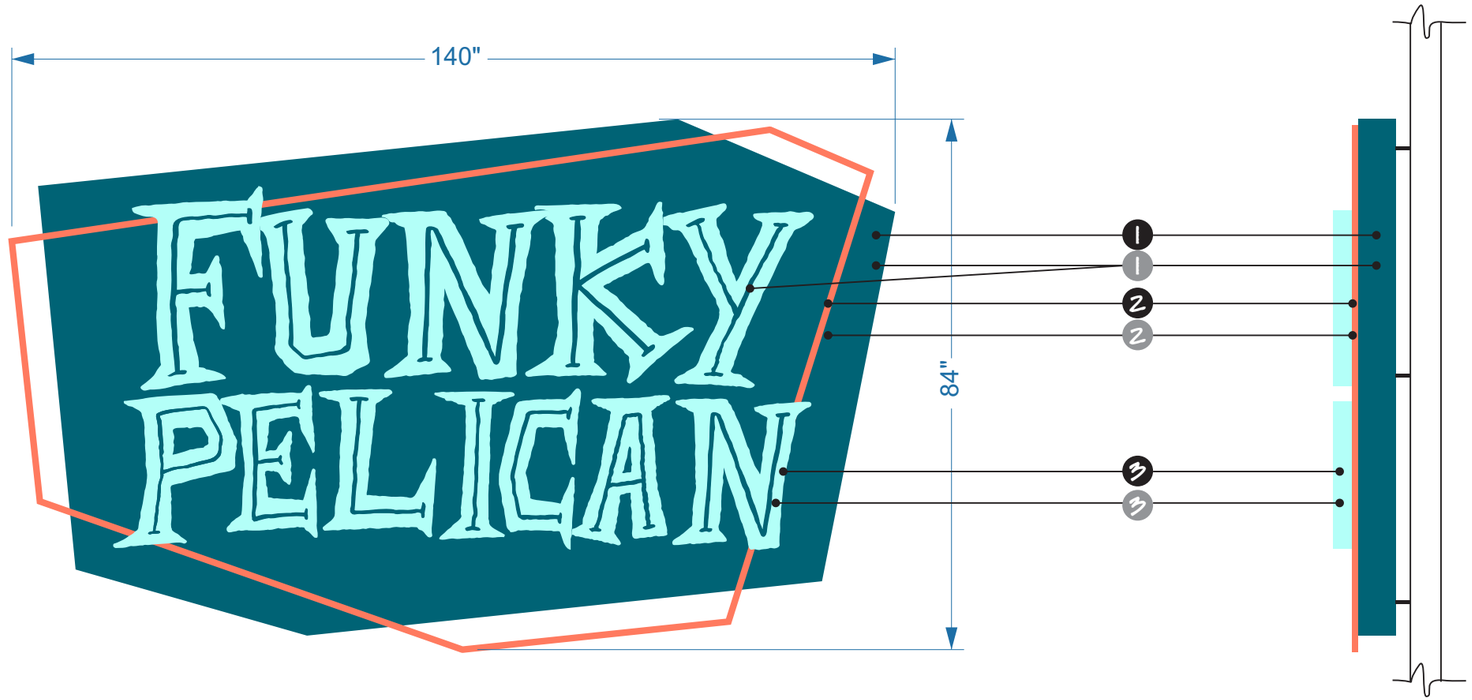
G-100



A G-101

LOCATION ELEV - MAIN ID AND FASCIA SIGNS

SCALE: 1/8"=1'-0"



G-1

QTY 1

B G-101

GRAPHIC ELEV - MAIN ID WALL SIGN SINGLE SIDED ILLUMINATED

SCALE: 1"=1'-0"

1. FABRICATED ALUMINUM CABINET MOUNTED TO EXISTING WALL SURFACE USING STAND OFF MECHANICAL FASTENERS AS REQUIRED. CABINET TO HAVE CONCEALED WARM WHITE LED HALO ILLUMINATION.CABINET PAINTED TO MATCH PMS 3155C.
2. FABRICATED ALUMINUM CHANNEL WITH ORANGE LED NEON ILLUMINATION. CHANNEL TO MOUNT FLUSH TO CABINET FACE. CHANNEL PAINTED TO MATCH PMS 2024C.
3. FABRICATED ALUMINUM CHANNEL LETTERS INTERNALLY ILLUMINATED WITH LED. FACE TO BE DIGITALLY PRINTED TRANSLUCENT APPLIED TO TRANSLUCENT WHITE ACRYLIC.

GENERAL NOTES: Applied to all signage

1. Details on drawing indicate design intent for sign fabrication, actual details may vary from fabrication techniques recommended or used by sign vendor.
2. All edges and welds to be smoothed and eased, showing no blemishes or burrs.
3. No visible fasteners unless otherwise noted or as scenic treatment.
4. All electric signs shall meet UL listing.
5. All lighted signs shall use LED light unless otherwise specified.
6. All painted surfaces to be free of orange peel or other defects.
7. All painted surface to have satin clear coat finish unless otherwise noted.
8. Interior of illuminated canbinets and channel letter to be painted white.
9. Sign vendor to provide Color & Material Samples for approval by Funky Pelican representative prior to fabrication.
10. Vendor to provide samples of high resolution digital output graphics for approval prior to start of fabrication.
11. Funky Pelican representive to art direct fabrication & installation location of sign.
12. Funky Pelican to provide digital production files for signage & graphics.
13. All signs are to be fabricated with exterior grade materials and paints to withstand Florida UV rays.
14. All signs to be fabricated to resemble as closely as possible elevations shown on drawing.
15. Any discrepancies on the drawings are to be brought to the attention of Funky Pelican representive prior to fabrication.
16. Vendor to field verify all conditions and dimensions prior to fabrication.

COLOR SCHEDULE

1		CABINET PAINTED TO MATCH PMS 3155C SATIN FINISH
2		LED NEON CHANNEL PAINTED TO MATCH PMS 2024C SATIN FINISH
3		CHANNEL LETTERS PAINTED TO MATCH SHERWIN WILLIAMS SW6944 POOL BLUE

CREATIVE GRAPHIC DESIGN

P.O. BOX 2432
DELAND, FL 32721
386-804-6494
lsurphlis@gmail.com

FUNKY PELICAN
Beachfront Dining

DESIGNER
L. Surphlis

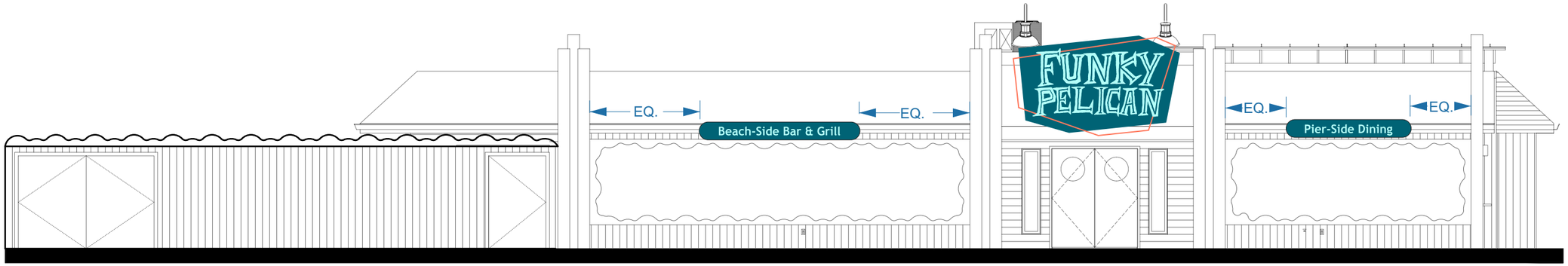
10-21-2024

REVISION

DATE

SHEET

G-101



A G-102

LOCATION ELEV - MAIN ID AND FASCIA SIGNS

SCALE: 1/8"=1'-0"



G-2

QTY 1



G-3

QTY 1

B G-102

GRAPHIC ELEV - SECONDARY FACADE SIGNS - SINGLE SIDED ILLUMINATED

SCALE: 1"=1'-0"

INTERNALLY ILLUMINATED FABRICATED ALUMINUM CABINETS WITH CNC ROUTED OUT LETTERS BACK WITH TRANSLUCENT WHITE ACRYLIC WITH CUSTOM COLOR TRANSLUCENT VINYL LETTERS TO MATCH C27/M0/Y6/K0. MOUNT CABINETS FLUSH TO EXISTING BUILDING FASCIA WITH MECHANICAL FASTENERS AS REQUIRED. POWER SOURCE NEEDED.

GENERAL NOTES: Applied to all signage

1. Details on drawing indicate design intent for sign fabrication, actual details may vary from fabrication techniques recommended or used by sign vendor.
2. All edges and welds to be smoothed and eased, showing no blemishes or burrs.
3. No visible fasteners unless otherwise noted or as scenic treatment.
4. All electric signs shall meet UL listing.
5. All lighted signs shall use LED light unless otherwise specified.
6. All painted surfaces to be free of orange peel or other defects.
7. All painted surface to have satin clear coat finish unless otherwise noted.
8. Interior of illuminated canbinets and channel letter to be painted white.
9. Sign vendor to provide Color & Material Samples for approval by Funky Pelican representative prior to fabrication.
10. Vendor to provide samples of high resolution digital output graphics for approval prior to start of fabrication.
11. Funky Pelican representive to art direct fabrication & installation location of sign.
12. Funky Pelican to provide digital production files for signage & graphics.
13. All signs are to be fabricated with exterior grade materials and paints to withstand Florida UV rays.
14. All signs to be fabricated to resemble as closely as possible elevations shown on drawing.
15. Any discrepancies on the drawings are to be brought to the attention of Funky Pelican representive prior to fabrication.
16. Vendor to field verify all conditions and dimensions prior to fabrication.

COLOR SCHEDULE

1		CABINET PAINTED TO MATCH FMS 3155C SATIN FINISH
2		LETTERS TO MATCH C27/M0/Y6/K0.

CREATIVE GRAPHIC DESIGN

P.O. BOX 2432
DELAND, FL 32721
386-804-6494
lsurphlis@gmail.com

FUNKY PELICAN
Beachfront Dining

DESIGNER
L. Surphlis

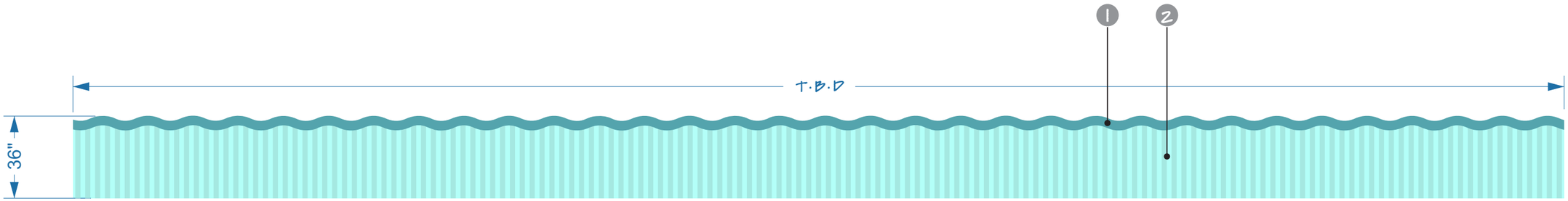
10-21-2024

REVISION

DATE

SHEET

G-102

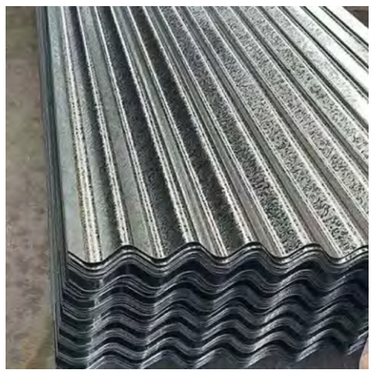


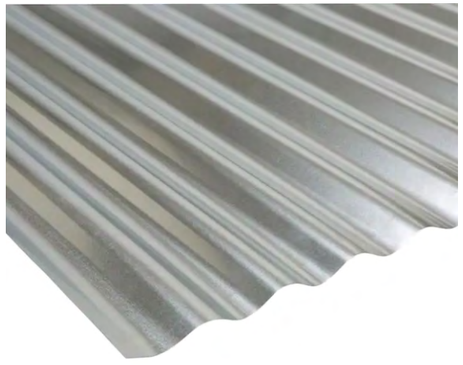
A
G-103

LOCATION ELEV - ROOF PARAPET PANELS

SCALE: 1/4"=1'-0"

PARAPET PANELS TO BE CORRUGATED GALVANIZED METAL SHEETS. CUT TOP EDGE AS SHOWN. PANELS TO OVER LAP AS NEEDED. PRIME AND PAINT PANEL PER COLOR SCHEDULE. FABRICATE AND INSTALL PANEL SUPPORT FRAME FROM STRUCTURAL STEEL AND INSTALL TO ROOF PER ENGINEER SPECS.
*FIELD VERIFY CONDITIONS AND LENGTH PRIOR TO FABRICATION.





CORRUGATED GALVANIZED METAL SHEETS

GENERAL NOTES: Applied to all signage

1. Details on drawing indicate design intent for sign fabrication, actual details may vary from fabrication techniques recommended or used by sign vendor.
2. All edges and welds to be smoothed and eased, showing no blemishes or burrs.
3. No visible fasteners unless otherwise noted or as scenic treatment.
4. All electric signs shall meet UL listing.
5. All lighted signs shall use LED light unless otherwise specified.
6. All painted surfaces to be free of orange peel or other defects.
7. All painted surface to have satin clear coat finish unless otherwise noted.
8. Interior of illuminated canbinets and channel letter to be painted white.
9. Sign vendor to provide Color & Material Samples for approval by Funky Pelican representative prior to fabrication.
10. Vendor to provide samples of high resolution digital output graphics for approval prior to start of fabrication.
11. Funky Pelican representive to art direct fabrication & installation location of sign.
12. Funky Pelican to provide digital production files for signage & graphics.
13. All signs are to be fabricated with exterior grade materials and paints to withstand Florida UV rays.
14. All signs to be fabricated to resemble as closely as possible elevations shown on drawing.
15. Any discrepancies on the drawings are to be brought to the attention of Funky Pelican representive prior to fabrication.
16. Vendor to field verify all conditions and dimensions prior to fabrication.

COLOR SCHEDULE

1		SHERWIN WILLIAMS SW6766 MARINER SATIN FINISH
2		SHERWIN WILLIAMS SW6944 POOL BLUE SATIN FINISH

CREATIVE GRAPHIC DESIGN

P.O. BOX 2432
DELAND, FL 32721
386-804-6494
lsurphlis@gmail.com

FUNKY PELICAN
Beachfront Dining

DESIGNER
L. Surphlis

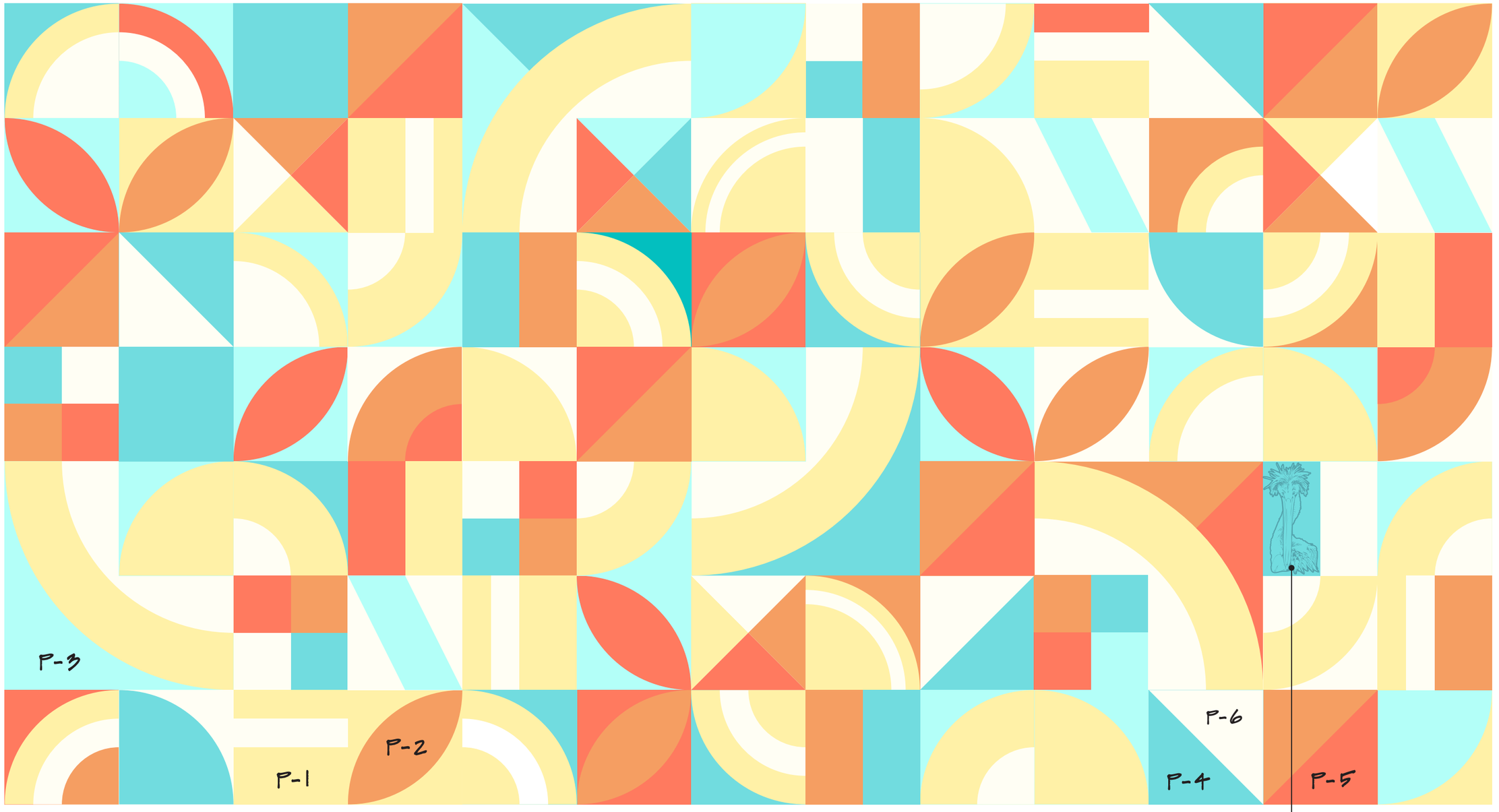
10-21-2024

REVISION

DATE

SHEET

G-103



A
G-104

LOCATION ELEV - GRAPHIC PATTERN FOR POLES AND FENCE

SCALE: NTS

EXISTING POLES AND FENCE TO BE SCENIC PAINTED USING ABOVE PATTERN. SCENIC TREATMENT SHOULD APPEAR WEATHERED AND AGE. (G-5.1) ADD PELICAN ICON COLOR SW6766 MARINER.

P-1	SHERWIN WILLIAMS SW6908 FUN YELLOW	P-2	SHERWIN WILLIAMS SW6648 KUMQUAT	P-3	SHERWIN WILLIAMS SW6944 POOL BLUE	P-4	SHERWIN WILLIAMS SW6937 TANTALIZING TEAL	P-4	SHERWIN WILLIAMS SW6766 MARINER	P-5	SHERWIN WILLIAMS SW1622 ISLAND SUNSET	P-6	SHERWIN WILLIAMS SW6385 DOVER WHITE

CREATIVE GRAPHIC DESIGN

P.O. BOX 2432
DELAND, FL 32721
386-804-6494
lsurphlis@gmail.com

FUNKY PELICAN
Beachfront Dining

DESIGNER
L. Surphlis

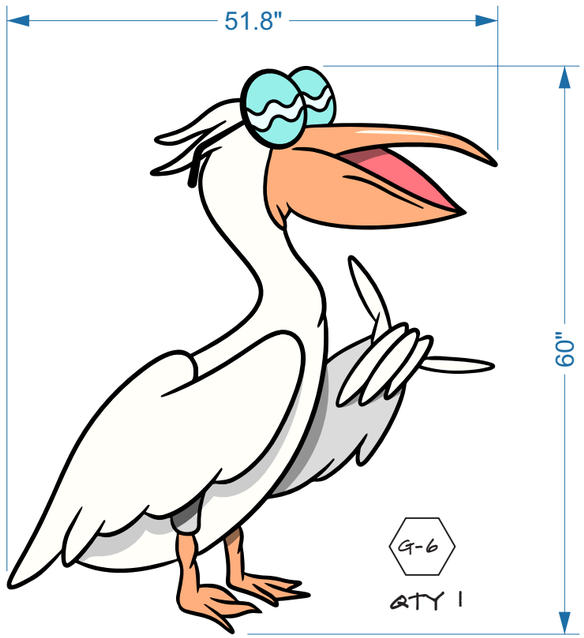
10-21-2024

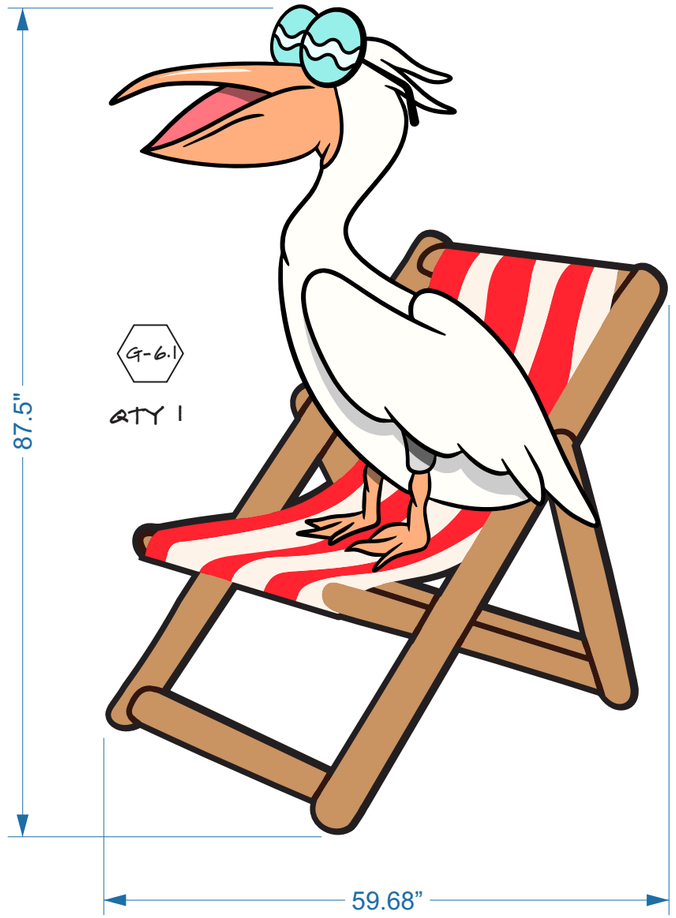
REVISION

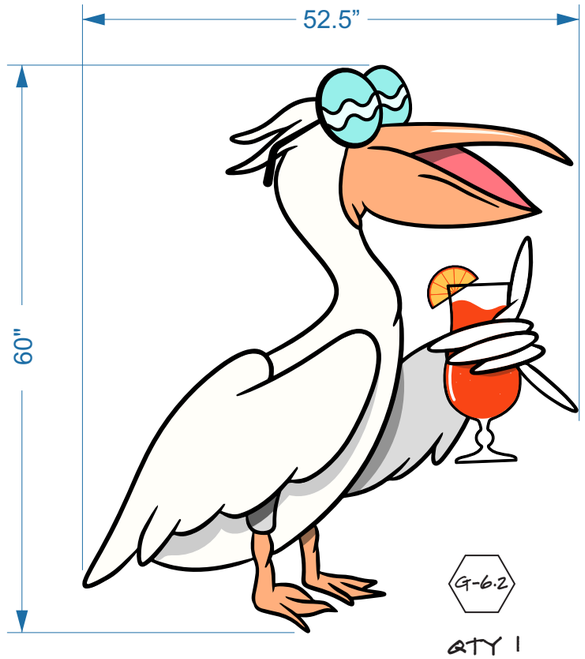
DATE

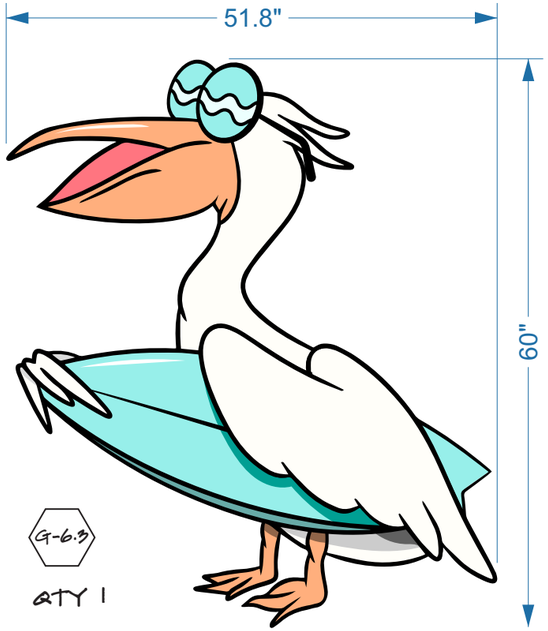
SHEET

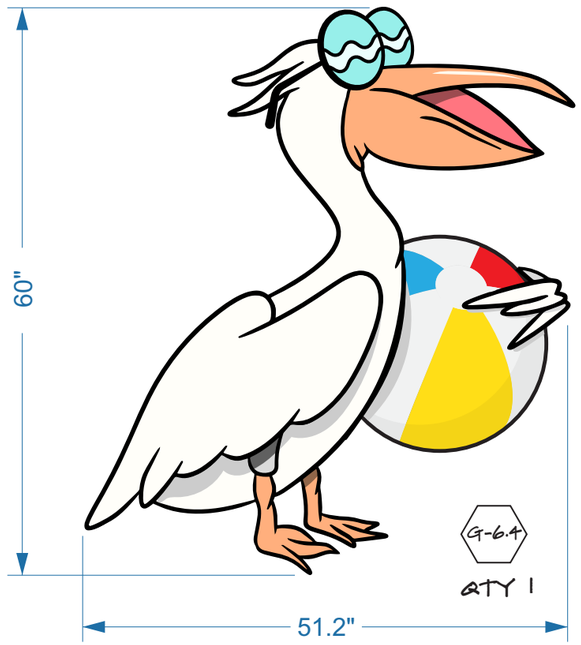
G-104











A
G-105

GRAPHIC ELEV - GRAPHIC PATTERN FOR POLES AND FENCE

SCALE: 3/4"=1'-0"

PHENOLIC EXTERIOR GRAPHIC PANELS. (BY FOSSIL GRAPHICS 631-254-9200 SALES@FOSSILGRAPHICS.COM) 1/2" THICK PANELS CUT TO SHAPE. FLUSH MOUNT TO EXISTING WOOD FENCE. PANELS TO HAVE THREADED INSERT ON BACK TO ACCOMMODATE STAINLESS MOUNT HARDWARE AS REQUIRED.

CREATIVE GRAPHIC DESIGN

P.O. BOX 2432
DELAND, FL 32721
386-804-6494
lsurphlis@gmail.com

FUNKY PELICAN
Beachfront Dining

DESIGNER
L. Surphlis

10-21-2024

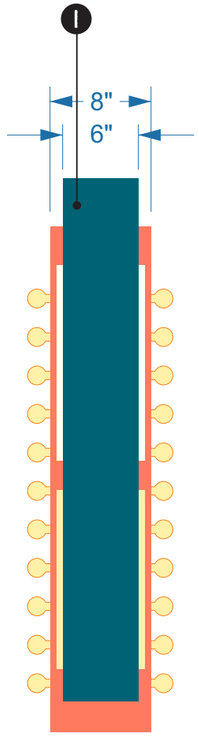
REVISION

DATE

SHEET

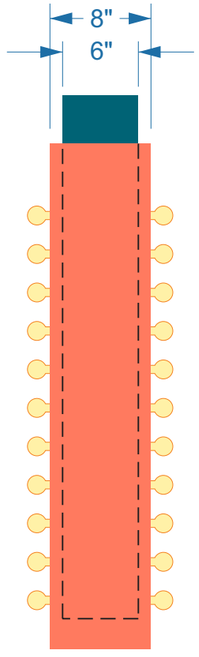
G-105





LEFT SIDE VIEW





RIGHT SIDE VIEW

G-7

QTY 1

A G-106

GRAPHIC ELEV - ROOF SIGN DOUBLE SIDED ILLUMINATED

SCALE: 1"=1'-0"

1. FABRICATED ALUMINUM DOUBLE SIDED CABINET WITH ROUTED PUSH THROUGH LETTERING. MOUNTED TO EXISTING MODIFIED ROOF SUPPORT. VERIFY CONDITIONS PRIOR TO FABRICATION.
2. FABRICATED ALUMINUM ARROW WITH ANIMATED PROGRAMABLE LED CHASER LIGHTS.





EXISTING ROOF SIGN 64"W X 36"H

COLOR SCHEDULE

1		CABINET & MATCHING RETURNS PAINTED TO MATCH PMS 3155C SATIN FINISH
2		LETTERING DROP SHADOW PAINTED TO MATCH PMS 2024C SATIN FINISH
3		EAT LETTERING PAINTED TO MATCH SHERWIN WILLIAMS SW6385 DOVER WHITE SATIN FINISH
4		HERE LETTERING PAINTED TO MATCH SHERWIN WILLIAMS SW6908 FUN YELLOW SATIN FINISH
5		EAT BORDER, ARROW BORDER & RETURN MATCH PMS 2024 SATIN FINISH
6		ARROW FACE PAINTED TO MATCH PMS 151 SATIN FINISH

CREATIVE GRAPHIC DESIGN

P.O. BOX 2432
DELAND, FL 32721
386-804-6494
lsurphlis@gmail.com

FUNKY PELICAN
Beachfront Dining

DESIGNER
L. Surphlis

10-21-2024

REVISION

DATE

SHEET

G-106

AN EXTERIOR DECK ENCLOSURE RENOVATION
CITY OF FLAGLER BEACH

215 FLORIDA A1A
FLAGLER BEACH, FL

GENERAL NOTES

1. THESE CONSTRUCTION DOCUMENTS COMPLY WITH THE FLORIDA BUILDING CODE 8TH EDITION
2. IT IS THE INTENT OF THE ARCHITECT THAT THIS WORK BE IN CONFORMANCE WITH ALL APPLICABLE LOCAL, STATE AND NATIONAL CODES AND ORDINANCES AS REQUIRED BY GOVERNMENT AGENCIES HAVING JURISDICTION OVER THE WORK.
3. THE CONTRACTOR SHALL FIELD VERIFY ALL CONDITIONS AND DIMENSIONS PRIOR TO COMMENCING THE WORK. ANY DISCREPANCIES BETWEEN ACTUAL CONDITIONS AND THE DRAWINGS SHALL BE REPORTED TO THE ARCHITECT FOR CLARIFICATION PRIOR TO COMMENCING THE WORK.
4. AS INSTRUMENTS OF SERVICE, THESE DOCUMENTS ARE THE PROPERTY OF THE ARCHITECT AND MAY NOT BE USED OR REPRODUCED WITHOUT EXPRESSED WRITTEN CONSENT OF THE ARCHITECT.
5. ALL DETAILS AND SECTIONS SHOWN ON THE DRAWINGS ARE INTENDED TO BE TYPICAL AND SHALL BE CONSTRUED TO APPLY TO ANY SIMILAR SITUATION ELSEWHERE IN THE WORK UNLESS OTHERWISE REFERENCED.
6. ALL DIMENSIONS ARE TO FACE OF STUDS, MASONRY AND SLAB EDGES.
7. SUBCONTRACTOR SHALL BE RESPONSIBLE FOR ALL CLEAN-UP AFTER COMPLETION OF THEIR WORK. ALL DEBRIS TO BE DEPOSITED IN ON-SITE DUMPSTER AND HOME / BUSINESS TO BE LEFT "BROOM CLEAN".
8. SUBCONTRACTORS TO INSTALL ALL BLOCKING AND BRACING REQUIRED BY THEIR TRADE AND TO PERFORM ALL CUTTING AND PATCHING.
9. THE CURRENT EDITION OF THE AIA GENERAL CONDITIONS OF THE CONTRACT SHALL BECOME A PART OF THESE DOCUMENTS.
10. DO NOT SCALE DRAWINGS, USE WRITTEN DIMENSIONS ONLY.
11. ALL CHANGES TO THE DRAWING MUST BE APPROVED IN WRITING BY THE ARCHITECT. DO NOT ACCEPT VERBAL CHANGES.
12. MAKE NO MATERIAL SUBSTITUTION WITHOUT WRITTEN APPROVAL FROM ARCHITECT.
13. THE APPLICATION, INSTALLATION AND USE OF ALL MANUFACTURED PRODUCTS AND MATERIALS SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S LATEST PUBLISHED INSTRUCTIONS.
14. TAKE FIELD MEASUREMENTS FOR ALL OFF SITE MANUFACTURED ITEMS SUCH AS DOORS, WINDOWS, MILLWORK, SKYLIGHTS, SCREENS, GRILLES, RAILINGS, ETC.
15. PORCH AND PATIO OVERHANGS ARE TO BE ENGINEERED TO RESIST LOADS IMPOSED BY THE SCREEN ENCLOSURE ATTACHMENTS AS WELL AS ALL OTHER NORMALLY IMPOSED LOADS.
16. SHOP DRAWINGS ARE TO BE PROVIDED TO BUILDER IN FIELD FOR CABINETS, WINDOW, DOOR, FIREPLACE, RAILINGS, ETC.
17. THE CONTRACTOR SHALL VISIT THE JOB SITE AND BE RESPONSIBLE FOR VERIFICATION OF ALL EXISTING CONDITIONS.
18. THIS OFFICE SHALL NOT HAVE CONTROL OR CHARGE OF, AND SHALL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, TECHNIQUES, SEQUENCES, OR PROCEDURES, OR SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK, ALL OF WHICH SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTORS AND SUBCONTRACTORS.
19. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION OF ALL PARTS OF THE WORK WITH THE OTHER SUBCONTRACTORS, UTILITY COMPANIES, AND OTHER ASSOCIATED OFFICES.
20. CONTRACTORS SHALL CARRY LIABILITY INSURANCE, TERMS AND LIMITS AS DIRECTED BY THE OWNER, AND SHALL FURNISH THE CERTIFICATES OF INSURANCE UPON BID ACCEPTANCE.
21. BY ACCEPTING THIS WORK, THE CONTRACTORS AGREE THAT THE OWNER, ARCHITECT, AND ENGINEERS SHALL BE HELD HARMLESS AND NOT LIABLE FOR ANY INJURIES OR PROPERTY DAMAGE RESULTING FROM ANY OF THE CONTRACTORS' OPERATIONS.
22. EACH TRADE, MANUFACTURER AND/OR SUPPLIER SHOULD UNDERSTAND ITS SCOPE OF WORK WITHIN THIS SET OF PLANS COMPLETELY PRIOR TO COMMENCING ANY WORK. ANY QUESTIONABLE OR UNCLEAR CONDITIONS ARE TO BE BROUGHT TO THIS OFFICES' ATTENTION FOR CLARIFICATION. THE ULTIMATE RESPONSIBILITY OF ALL TRADES, MANUFACTURERS AND/OR SUPPLIERS IS THEIRS IF THE INFORMATION IN QUESTION IS SHOWN CLEARLY OR HAS BEEN ADDRESSED AS REQUIRED PRIOR TO COMMENCING THE WORK.

ABBREVIATIONS

AFF	ABOVE FINISH FLOOR
ADF	ACCESSIBLE DRINKING FOUNTAIN
ALUM	ALUMINIUM
∠	ANGLE
APPROX	APPROXIMATE
ARCH	ARCHITECT
@	AT
BRG	BEARING
BLK	BLOCK
BLKG	BLOCKING
BD	BOARD
BLDG	BUILDING
CLG	CEILING
CH	CEILING HEIGHT
CL	CENTER LINE
[	CHANNEL
CLR	CLEAR
CO	CLEAR OPENING
CR	COLD ROLLED
COL	COLUMN
CONC	CONCRETE
CD	CONDENSATE DRAIN
CMU	CONCRETE MASONRY UNIT
CONN	CONNECT / CONNECTION
CONT	CONTINUOUS
CONTR	CONTRACTOR
CJ	CONTROL JOINT
DECOR.	DECORATOR
DTL	DETAIL
DIAG	DIAGONAL
DIA.	DIAMETER
DWG(S)	DRAWING / DRAWINGS
EA	EACH
EW	EACH WAY
EWC	ELECTRICAL WATER COOLER
ELV	ELEVATION
ERD	EMERGENCY ROOF DRAIN
EQ	EQUAL
EQUIP	EQUIPMENT
EF	EXHAUST FAN
EXIST	EXISTING
EJ	EXPANSION JOINT
EXT	EXTERIOR
EIFS	EXTERIOR INSULATION FINISH SYSTEM
FOF	FACE OF FINISH
FOM	FACE OF MASONRY
FOS	FACE OF STUD
FIN	FINISH
FFE	FINISH FLOOR ELEVATION
FE	FIRE EXTINGUISHER
FR	FIRE RATED
FRT	FIRE RETARDANT TREATED
FLR	FLOOR
FD	FLOOR DRAIN
FDN	FOUNDATION
FV	FIELD VERIFY
GALV	GALVANIZED
GA	GAUGE
GC	GENERAL CONTRACTOR
GB	GYPSUM BOARD
HC	HANDICAPPED
HWC	HANDICAPPED WATER CLOSET
HDW	HARDWARE
HT	HEIGHT
HM	HOLLOW METAL
HORIZ	HORIZONTAL
HR	HOUR
INSUL	INSULATION
INT	INTERIOR
JT	JOINT
LAM	LAMINATED
LAV	LAVATORY
LP	LIGHT POLE
MH	MANHOLE
MFD	MANUFACTURED
MFR	MANUFACTURER
MASRY	MASONRY
MB	MASONRY BLOCKOUT
MO	MASONRY OPENING
MAT	MATERIAL
MAX	MAXIMUM
MTL	METAL
MIN	MINIMUM
MR	MOISTURE RESISTANT
MTD	MOUNTED
NIC	NOT IN CONCTRACT
NTS	NOT TO SCALE
NO	NUMBER
OC	ON CENTER
OPP	OPPOSITE
OD	OUTSIDE DIAMETER
PTN	PARTITION
PLAS	PLASTIC
PL	PLATE
PLWD	PLYWOOD
PT	PRESSURE TREATED
R	RADIUS
RL	RAIN LEADER
REINF	REINFORCING
RA	RETURN AIR
RD	ROOF DRAIN
RS	ROOF SCUPPER
RTU	ROOF TOP UNIT
RM	ROOM
RO	ROUGH OPENING
SCHED	SCHEDULE
SECT	SECTION
SHT	SHEET
SIM	SIMILAR
SCW	SOLID CORE WOOD
SPEC	SPECIFICATIONS
SQ FT	SQUARE FOOT
SS	STAINLESS STEEL
STL	STEEL
STRUCT	STRUCTURAL
SUSP	SUSPENDED
T	TEMPERED
TEMP	TEMPORARY
THK	THICKNESS
TH	THRESHOLD
TOM	TOP OF MASONRY
TOS	TOP OF STEEL
TOW	TOP OF WALL
TS	TUBE STEEL
TYP	TYPICAL
URN	URINAL
VTR	VENT THROUGH ROOF
VERT	VERTICAL
WH	WATER HEATER
WWF	WELDED WIRE FABRIC
W	WIDTH
W/	WITH
WD	WOOD

PROJECT DESCRIPTION

PROJECT DESCRIPTION:

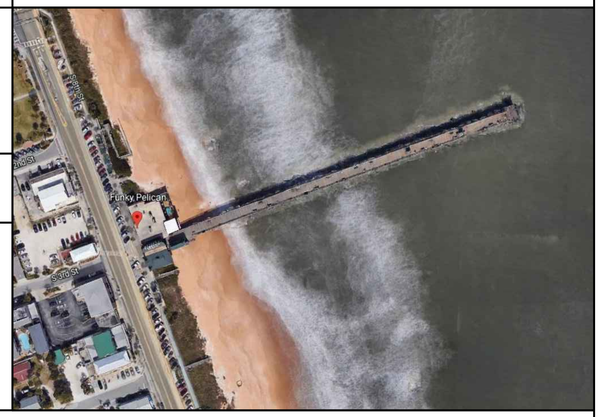
AN EXTERIOR DECK ENCLOSURE RENOVATION

APPLICABLE CODES

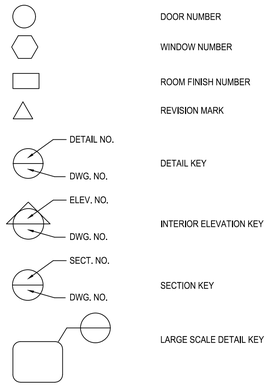
APPLICABLE CODES:

FLORIDA BUILDING CODE 8 TH EDITION - BUILDING
FLORIDA BUILDING CODE 8 TH EDITION - ACCESSIBILITY
FLORIDA BUILDING CODE 8 TH EDITION - ENERGY CONSERVATION
FLORIDA BUILDING CODE 8 TH EDITION - FUEL GAS
FLORIDA BUILDING CODE 8 TH EDITION - MECHANICAL
FLORIDA BUILDING CODE 8 TH EDITION - PLUMBING
FLORIDA FIRE PREVENTION CODE 8 TH EDITION
2020 NATIONAL ELECTRICAL CODE

LOCATION MAP



SYMBOL LEGEND



SHEET INDEX

SHEET TITLE	SHEET NUMBER	ORIGINAL ISSUE DATE	LATEST REVISION DATE
COVER SHEET/NOTES/LOCATION	CS	3.20.2024	
GENERAL NOTES	GN	3.20.2024	
ARCHITECTURAL SITE PLAN	SP-1	3.20.2024	
DEMOLITION PLAN & ELEVATIONS	D-1	3.20.2024	
FLOOR & ROOF FRAMING	A-1	3.20.2024	
ELEVATION, SECTION & DETAILS	A-2	3.20.2024	

JPA
JOSEPH POZZUOLI ARCHITECT
314 MOODY BOULEVARD
FLAGLER BEACH, FLORIDA 32136
T: (386) 439-5650 F: (386) 439-5651
AA 26003787 / AR13178 / ID 4843

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STATE OF FLORIDA
JOSEPH D. POZZUOLI
AR 0013178
3.20.2024
REGISTERED ARCHITECT

AN EXTERIOR DECK ENCLOSURE RENOVATION
FUNKY PELICAN
215 FLORIDA A1A
FLAGLER BEACH, FL

COVER SHEET

REV #	DATE:	ISSUE:
	03.20.24	SIGNED SEALED

DATE: 3.01.2024
DRAWN: MM
JOB NO.: 223132
CKECKED: JDP

CS

GENERAL NOTES

DESIGN CRITERIA

THE STRUCTURE IS DESIGNED IN ACCORDANCE WITH THE FLORIDA BUILDING CODE 8TH EDITION REFERENCE TO OTHER STANDARD SPECIFICATIONS OR CODES SHALL MEAN THE LATEST PUBLICATION.

FOUNDATIONS ARE DESIGNED FOR AN ASSUMED ALLOWABLE LOAD OF 3000 PSF.

SUPERIMPOSED LIVE LOADS: ROOFS AND CANOPIES: (REDUCIBLE)	20 PSF
ELEVATED FLOORS:	40 PSF
WIND LOADS:	
BASIC WIND SPEED (ASCE 7):	140 MPH
MEAN ROOF HEIGHT:	10'-0" FT
WIND IMPORTANCE FACTOR (CATEGORY II):	1.0
WIND EXPOSURE:	C
ENCLOSURE CLASSIFICATION:	ENCLOSED
INTERNAL PRESSURE COEFFICIENT:	± 0.18
DIRECTIONALITY FACTOR (Kd):	0.85
SHAPE FACTORS:	PER CODE

1. SUBSURFACE EXPLORATION WORK SHALL BE PERFORMED BY THE OWNER. SOIL BEARING VALUES OF 2,500 POUNDS PER SQUARE FOOT SHALL BE VERIFIED BY A SOILS ENGINEER PRIOR TO COMMENCING FOUNDATION WORK. SOIL BEARING VALUES LESS THAN 2,500 POUNDS PER SQUARE FOOT SHALL NULL AND VOID THE FOUNDATION PLAN.

2. REMOVE ALL TOPSOIL, ORGANICS AND OTHER DELETERIOUS MATERIALS. GRASS, WEEDS AND ROOTS ARE TO BE REMOVED. ALL EXISTING FOUNDATION REMNANTS, OLD SIDEWALKS, UTILITY LINES, ETC., ARE TO BE REMOVED.

3. AFTER CLEARING AND EXCAVATION, THE BUILDING AREA IS TO BE GRADED AND COMPACTED. DENSITY AT THE BUILDING AREA SHALL BE BROUGHT TO 95% ACCORDING TO AASHTO T-180. DENSITY TESTS SHALL BE PERFORMED TO CONFIRM THE DEGREE OF COMPACTION. MINIMUM TESTING FREQUENCY SHALL BE ONE (1) EST PER 2,000 SQUARE FEET.

4. SUITABLE FILL MATERIALS SHALL INCLUDE CLEAN SAND, FREE OF ROOTS, CLAY AND ORGANICS OR OTHER DELETERIOUS MATERIALS, PROPERLY WORKED TO OBTAIN OPTIMUM MOISTURE AND COMPACTION. FILL IS TO BE PLACED IN 12 INCH LIFTS AND BE COMPACTED.

5. PROVIDE SOIL TREATMENT FOR TERMITE CONTROL IN COMPLIANCE WITH THE MANUFACTURER'S INSTRUCTIONS AND RECOMMENDATIONS FOR ALL PHASES OF THE WORK. APPLY AN OVERALL POISONING AND TERMITE TREATMENT UNDER SURFACE OF FLOOR SLABS AND EXTENDING FIVE (5) FEET BEYOND BUILDING PERIMETER AT THE RATE OF ONE (1) GALLON PER TEN (10) SQUARE FEET. RE-APPLY TREATMENT TO AREAS DISTURBED BY SUBSEQUENT EXCAVATION OR CONSTRUCTION ACTIVITIES FOLLOWING TREATMENT.

1. CONCRETE FORM WORK SHALL COMPLY WITH APPLICABLE PROVISIONS OF ACI "RECOMMENDED PRACTICE FOR CONCRETE FORMWORK-ACI 347". ALL FORMS AND SOIL UNDER CONCRETE SHALL BE THOROUGHLY WETTED BEFORE PLACEMENT OF CONCRETE. INSTALL SLEEVES, INSERTS, ANCHORS AND OTHER DEVICES REQUIRED FOR FASTENING OF OTHER WORK, FORMS, FOOTINGS, COLUMNS, AND BEAMS.

2. EXPANSION JOINTS ADJACENT TO BUILDINGS SHALL BE 1/2" PRE-MOLDED ASPHALT-IMPREGNATED FELT.

3. CONCRETE REINFORCEMENT SHALL COMPLY WITH "BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE" ACI-318, LATEST EDITION. DEFORMED BARS SHALL BE ASTM A-615. GRADE 40 DEFORMED NEW BILLET STEEL. SPLICES SHALL BE LAPPED A MINIMUM OF 25 INCHES. WIRE MESH SHALL MEET ASTM A-185 AND BE 6" x 6" #10 GAUGE WELDED FABRIC. LAP EDGES AND ENDS 8" MINIMUM; RAISE MESH 1" MINIMUM ABOVE BOTTOM OF SLAB. FIBERCRETE MAY BE SUBSTITUTED.

4. CONCRETE PROTECTION FOR REINFORCING STEEL SHALL BE AS NOTED BELOW, OR PER LATEST ACI 318 FOR CONDITIONS OTHER THAN THOSE LISTED:

CONCRETE CAST AGAINST EARTH.....	3"
BEAMS AND COLUMNS.....	1½"
SLABS ON GRADE.....	2" FROM TOP
FORMED CONCRETE EXPOSED TO EARTH OR WEATHER.....	2"
SLABS & WALLS NOT EXPOSED TO EARTH OR WEATHER.....	1"

5. CAST-IN-PLACE CONCRETE SHALL MEET THE FOLLOWING REQUIREMENTS:

A. PORTLAND CEMENT:	PER ASTM C-159, TYPE 1.
B. FINE AGGREGATE:	SHARP, CLEAN PASSING A #8 SIEVE MEETING ASTM C-33
C. COARSE AGGREGATE:	ASTM C-33 GRAVEL OR CRUSHED STONE. SIZE GRADED FROM 1' DOWN. SIZE FOR COLUMN AND BEAM POURS SHALL BE 1/2" AND DOWN.
D. WATER:	SHALL BE POTABLE QUALITY.
E. STRENGTH:	3,000 PSI @ 28 DAYS- SLAB-ON-GRADE, W/C RATIO (MAX)= 0.50 3,000 PSI @ 28 DAYS- FOOTINGS, W/C RATIO (MAX)= 0.55 3,000 PSI @ 28 DAYS- ALL OTHER CONCRETE, W/C RATIO (MAX)= 0.55
F. FINISHES:	FORCE COARSE AGGREGATE FROM SURFACE, SCREED LEVEL AND FLOAT.
G. CONCRETE SHALL BE FINISHED:	INTERIOR - SMOOTH TROWEL EXTERIOR - BROOM FINISH OR AS NOTED.

6. ALL CONCRETE PROPORTIONING, MIXING, TRANSPORTATION, PLACING, AND CURING SHALL CONFORM TO ACI 301.

7. USE OF CALCIUM CHLORIDE, CHLORIDE IONS, OR OTHER SALTS IS CONCRETE IS PROHIBITED.

8. THE AIR CONTENT IN ALL CONCRETE EXPOSED TO WEATHER SHALL BE BETWEEN 4% & 6%.

9. CHAMFER ALL EXPOSED CORNERS ¾" MINIMUM.

10. REINFORCING STEEL SHALL CONFORM TO ASTM A615, GRADE 60 UNLESS NOTED OTHERWISE.

11. ALL WELDED WIRE MESH SHALL CONFORM TO ASTM A185. LAP TWO SQUARES AT SPLICES.

12. DO NOT WELD REINFORCING STEEL UNLESS APPROVED IN WRITING BY THE STRUCTURAL ENGINEER.

13. TIE ALL REINFORCING STEEL AND EMBEDS SECURELY IN PLACE PRIOR TO PLACING CONCRETE. THE CONTRACTOR SHALL PROVIDE SUPPORTS TO MAINTAIN THE REQUIRED REINFORCING POSITION. "WET STICKING" DOWELS INTO CONCRETE IS NOT PERMITTED.

14. REINFORCING BARS MAY BE SPLICED ONLY AS SHOWN ON THE DRAWINGS EXCEPT THAT REINFORCING NOTED AS CONTINUOUS MAY BE LAP SPLICED 40 BAR DIAMETERS. LAP SPLICES OF CONTINUOUS REINFORCING IN BEAMS AND TWO-WAY SLABS SHALL BE MADE OVER THE SUPPORT FOR BOTTOM BARS AND AT MID-SPAN FOR TOP BARS.

15. THE CONTRACTOR SHALL COMPARE THE STRUCTURAL PLANS AND DETAILS WITH THE ARCHITECTURAL PLANS AND DETAILS AND REPORT ANY DISCREPANCIES TO THE ARCHITECT PRIOR TO THE COMMENCEMENT OF SHOP DRAWINGS.

16. THE CONTRACTOR SHALL PROVIDE AN ALLOWANCE OF 1% OF TOTAL REINFORCING STEEL FOR THE PROJECT TO BE FABRICATED AND PLACED DURING CONSTRUCTION AT THE DIRECTION OF THE STRUCTURAL ENGINEER, IN ADDITION TO THE REINFORCING STEEL REQUIRED BY THE STRUCTURAL DRAWINGS. THE OWNER SHALL RECEIVE CREDIT FOR ANY UNUSED QUANTITY AT THE END OF THE PROJECT.

7. CONTRACTOR SHALL PROVIDE AND INSTALL, OR PROVIDE FOR OTHER TRADES WHEN REQUIRED, ALL MISCELLANEOUS METAL, STEEL AND METAL FABRICATIONS INCLUDING BUT NOT LIMITED TO HANGERS, ANCHORS, BOLTS, PLATES, SUPPORTS, LINTELS, BRACKETS AND OTHER MISCELLANEOUS ITEMS NECESSARY TO FRAME OR SUPPORT THE WORK.

8. CONTRACTOR SHALL PROVIDE AND INSTALL GALVANIZED STUCCO STOPS, EXPANSION JOINTS AND OTHER ACCESSORIES AS SHOWN ON THE DRAWINGS.

9. TAKE ALL MEASUREMENTS IN FIELD AS REQUIRED TO VERIFY OR SUPPLEMENT THOSE SHOWN ON THE DRAWINGS AND ASSUME RESPONSIBILITY FOR FIT OF ALL STRUCTURAL MEMBERS, STEEL JOISTS AND MISCELLANEOUS METALS.

10. SEPARATE ALL DISSIMILAR METALS TO PREVENT ELECTROLYSIS.

WOOD FRAMING

1. ALL WOOD FRAMING SHALL BE FABRICATED AND INSTALLED PER AITC AND TPI AND NATIONAL DESIGN SPECIFICATIONS FOR WOOD CONSTRUCTION.

2. ALL STRUCTURAL WOOD MEMBERS SHALL HAVE A MINIMUM EXTREME FIBER STRESS IN BENDING (FB)=1200 PSI.

3. UNLESS NOTED OTHERWISE THE FOLLOWING MINIMUM LUMBER GRADES SHALL BE USED:
   A. STRUCTURAL LIGHT FRAMING SIZE 2" TO 4" THICK x 2" TO 4" WIDE - NO. 2 OR #2 HEM / FIR OR BETTER.
   B. STUDS SIZE 2" TO 4" THICK X 2" TO 6" WIDE - STUD GRADE.
   C. STRUCTURAL JOISTS AND PLANKS SIZE 2" TO 4" THICK X 5" AND WIDER - NO. 2 OR BETTER.
   D. LIGHT FRAMING SIZE 2" TO 4" THICK X 2" TO 4" WIDE-STANDARD OR BETTER.

4. PLYWOOD SHEATHING OR STRAND BOARD SHALL BE APA STRUCTURAL 1, GROUP 1 SIZE AND SPAN RATING AS SHOWN ON THE DRAWINGS. NAIL WITH 8D NAILS AT 6" O.C. ALONG PANEL EDGES AND 12" O.C. AT INTERMEDIATE SUPPORTS.

5. ALL WOOD MEMBERS EXPOSED TO WEATHER OR IN CONTACT WITH MASONRY, CONCRETE OR SOIL SHALL BE PRESSURE-TREATED.

6. CONTRACTOR SHALL PROVIDE ALL FASTENING DEVICES NECESSARY AND SUITED FOR EACH APPLICATION. FASTENINGS SUBJECT TO MOISTURE SHALL BE HOT-DIP GALVANIZED TO ASTM A-153-80.

7. SOLID BLOCK ALL JOISTS AND RAFTERS AT POINTS OF SUPPORT.

8. PROVIDE ALL "DEADWOOD" AS REQUIRED FOR FINISHES, FIRE REQUIREMENTS AND WALL-HUNG EQUIPMENT.

9. NAILS SHALL BE RIGHT COMMON WIRE NAILS, HOT-DIPPED GALVANIZED FOR EXTERIOR WORK, SUB-DRILLED WHERE NECESSARY.

10. CLIPS, CONNECTIONS, HANGERS, HOLD-DOWNS, ETC. SHOWN ON THESE DRAWINGS ARE SIMPSON STRONG-TIE CONNECTORS, UNLESS OTHERWISE NOTED. FASTENERS OF OTHER MANUFACTURERS MAY BE SUBSTITUTED PROVIDED THE LOAD VALUES OF THE SUBSTITUTED FASTENER FOR GROUP II WOOD SPECIES EQUALS OR EXCEEDS THE SPECIFIED FASTENER.

11. NAILING OF ALL MEMBERS SHALL BE IN ACCORDANCE WITH THE BUILDING CODE. SEE CODE FOR TABLE.

12. ALL SLEEPERS AND SILLS SHALL BE MADE OF PRESSURE TREATED WOOD.

13. AT OPENINGS PROVIDE TWO STUDS UNDER HEADER. STUDS FULL HEIGHT EACH SIDE OF EXTERIOR OPENINGS SHALL EQUAL ONE HALF THE NUMBER OF STUDS INTERRUPTED BY THE OPENING ROUNDED UP (I.E., IF 6 STUDS ARE INTERRUPTED BY THE OPENING PROVIDE 2 FULL HEIGHT STUDS EACH SIDE OF THE OPENING IN ADDITION TO THE STUDS UNDER THE HEADER).

14. FOR TYPICAL DOOR AND WINDOW OPENINGS 4'-0" OR LESS, DOOR AND WINDOW OPENINGS GREATER THEN 4'-0" LSTA21 STRAPS SHALL WRAP OVER TOP PLATE

15. EPOXIED 1/2" THREADED ROD & COUPLER ANCHOR SYSTEM MAX. 4'-0" O.C. OR 5/8" @ 6'-0" O.C., AND WITHIN 12" OF ALL CORNERS AND EACH SIDE OF ALL OPENINGS WITH 2" WASHER AND NUT. 4" EMBEDMENT INTO SLAB.

16. ROOF SHEATHING SHALL 5/8" ZIP SYSTEM SHEATHING, FASTENED W/ 8D RING SHANK NAILS SPACED 3" O.C. AT EDGES & 6" O.C. INTERMEDIATE FRAMING.

17. WALL SHEATHING SHALL BE 1/2" ZIP SYSTEM WALL SHEATHING FASTENED W/ 8D COMMON (OR EQUAL) SPACED 4" O.C. AT EDGES & 8" O.C. INTERMEDIATE FRAMING. OVER 2X6 SYP WOOD STUDS @ 16" O.C.

18. NON SHEAR WALL WOOD WALL SHEATHING SHALL BE UNBLOCKED. FASTEN SHEATHING TO STUDS w/8d @ 6" OC AT PANEL EDGES AND AT 12" OC AT INTERMEDIATE SUPPORTS. FOR NAILING REQUIREMENTS AT SHEAR WALLS, SEE SHEAR WALL SCHEDULE.

19. FLOOR DECKING 3/4" T&G PLYWOOD GLUED SCREWED @ 6" O.C. W/ 2" LONG SCREWS

20. PROVIDE A MINIMUM OF 3 STUDS UNDER BEAMS OR GIRDER TRUSSES CARRYING FLOOR OR ROOF LOADS.

21. ROOF JOIST SHALL BE LATERALLY SUPPORTED AT THE ENDS BY SOLID BLOCKING OR DIAGONAL STRUTS. SUCH BRIDGING MAY BE OMITTED WHERE END OF JOIST IS NAILED TO A HEADER, BAND JOIST OR TO AN ADJOINING STUD. ALSO PROVIDE SOLID BLOCKING OR DIAGONAL STRUTS AT 8'-0" MAXIMUM SPACING.

22. ALL DOUBLE HEADERS SHALL BE NAILED TOGETHER WITH 16d NAILS STAGGERED AT 16" ON CENTERS 2" FROM TOP AND BOTTOM. HEADERS SHALL BE 2-2x12, UNLESS OTHERWISE NOTED.

23. HOLES AND NOTCHES MUST BE APPROVED BY THE ENGINEER. IF APPROVED, THE NOTCHES ON THE ENDS OF JOISTS SHALL NOT EXCEED ONE-FOURTH THE DEPTH. HOLES BORED FOR PIPE OR CABLE SHALL NOT BE WITHIN THE TOP OR BOTTOM THIRD OF THE JOIST DEPTH AND THE DIAMETER OF SUCH HOLE SHALL NOT EXCEED ONE-THIRD THE JOIST DEPTH NOTCHES FOR PIPES IN THE TOP OR BOTTOM OF JOISTS SHALL NOT EXCEED ONE-SIXTH THE JOIST DEPTH AND SHALL NOT BE LOCATED IN THE MIDDLE ONE-THIRD OF THE SPAN.

24. STRESS GRADE: SOUTHERN PINE NO. 2 OR ENGINEER APPROVED EQUAL. ALL DESIGN VALUES ARE UNDER NORMAL LOADING AND IN DRY CONDITIONS OF SERVICE. SYP MAY BE SUBSTITUTED FOR SPF.

25. PRESSURE-TREAT LUMBER IN ACCORDANCE WITH THE MANUAL OF RECOMMENDED PRACTICE OF THE AMERICAN WOOD PRESERVERS ASSOCIATION (AWPA).

26. ALL FASTENERS AND NAILS IN CONTACT WITH PRESSURE TREATED LUMBER SHALL BE MADE OF TYPE 304 OR TYPE 316 STAINLESS STEEL UNLESS THE LUMBER IS TREATED WITH CCA-C OR SBX (DOT), BUT NOT SBX (DOT) WITH SODIUM SILICATE (NaSiO2).

27. UNLESS OTHERWISE NOTED, USE THE FOLLOWING MINIMUM GRADE OF LUMBER FOR FRAMING:

FRAMING	MINIMUM GRADE
SILL ON FOUNDATION WALLS OR SLAB ON GRADE	NO. 3 SYP
JOISTS, RAFTERS & HEADERS	NO. 2 SYP
PLATES, CAPS & BUCKS	NO. 2 SYP
STUDS	SEE SCHEDULE
POSTS & COLUMNS	NO. 2 SYP

28. CONNECT OVER FRAMING (SUCH AS VALLEY TRUSSES) TO MAIN ROOF FRAMING BELOW WITH SIMPSON VTC2 WITH 4-10d NAILS INTO TRUSS AND 5-10d x 1½" NAILS INTO OVER FRAMING OR 1¼"x16 ga TWIST STRAP @ 48" MAX W/4-10d NAILS EACH END OF STRAP.

29. POST BASE AND CAPS FOR 4x4 AND 6x6 POST SHALL BE SIMPSON CB SERIES AT BASE AND CC SERIES AT CAP USE CORNER CAPS AT CORNER POSTS.

30. CONVENTIONAL FASTENING AND STRAPPING HAVE BEEN SHOWN ON THESE DRAWINGS TO RESIST WIND LOADING. AN ALTERNATE SYSTEM USING FULL HEIGHT BOLTED RODS, CABLES, ETC. MAY BE SUBMITTED AS AN ALTERNATE. SUBMIT DETAILED SHOP DRAWINGS AND CALCULATIONS SIGNED AND SEALED BY A REGISTERED ENGINEER FOR APPROVAL PRIOR TO FABRICATION. THE SUBMITTAL SHALL ADDRESS THE FOLLOWING:
   - THE TOP PLATE MUST BE CONSIDERED AS TWO SEPARATE MEMBERS FOR TRANSFERRING UPLIFT FORCES TO THE ALTERNATE SYSTEM, UNLESS IT IS NAILED TOGETHER TO ACT AS ONE MEMBER (I.E. +0/1 CALCULATION REQUIRED).
   - WOOD WALL SHEATHING MAY BE USED TO TRANSFER THE UPLIFT FORCES PROVIDED ADDITIONAL NAILING IS PROVIDED AT THE TOP PLATE. NAIL SPACING AT SHEAR WALLS WILL NEED TO BE INCREASED. SHEAR WALLS WITH 3" EDGE NAILING MAY NOT BE USED TO TRANSFER UPLIFT FORCES,
   - SINCE NAILING CAN NOT BE INCREASED. IF APPLICABLE, SEE SHEAR WALL DETAIL.
   - GYPSUM BOARD WALL SHEATHING (EXCEPT AT GYP. BOARD SHEAR WALLS) MAY BE USED TO TRANSFER UPLIFT FORCES PROVIDED SPECIAL NAILING IS PROVIDED.
   - SHEAR WALL SILL ANCHOR BOLT SPACING MUST BE PER THE SHEAR WALL SCHEDULE. HOWEVER, EACH BOLT FOR THE ALTERNATE SYSTEM MAY REPLACE ONE SCHEDULED ANCHOR BOLT.
   - SHEAR WALL HOLD-DOWN AND FLOOR TO FLOOR STRAPPING AT END POSTS MUST BE PROVIDED AS SCHEDULED UNLESS A SBCI REPORT OR OTHER TESTING IS PROVIDED SHOWING THAT LATERAL SHEAR WALL DEFLECTION IS WITHIN ACCEPTABLE LIMITS.
   - CABLE SYSTEMS MUST BE PRE-TENSIONED TO RESIST UPLIFT LOADING. SUBMIT TENSIONING PROCEDURE FOR APPROVAL.
   - TRUSSES AND CONVENTIONAL FRAMING WILL BE FASTENED WITH CONVENTIONAL FASTENERS AS SHOWN ON THESE DRAWINGS, UNLESS AN ALTERNATE PROCEDURE IS SUBMITTED FOR APPROVAL.
   - RODS OR CABLES SHALL BE TIED OFF AT EACH FLOOR. IF NOT, END POSTS SPECIFIED AT THE GROUND FLOOR SHALL BE USED FULL HEIGHT.

WOOD TRUSSES

1. PRE-FABRICATED STRUCTURAL TRUSSES SHALL COMPLY WITH NFPA NATIONAL DESIGN SPECIFICATIONS FOR WOOD CONSTRUCTION. TPI DESIGN SPECIFICATIONS FOR METAL PLATE CONNECTED WOOD TRUSSES AND AITC 100.

2. TRUSS MANUFACTURER SHALL SUBMIT SHOP DRAWINGS INDICATING ACTUAL TRUSS LAYOUT, DESIGN, WIND UPLIFT AT BEARING LOCATIONS, NUMBER AND TYPES OF TRUSSES, ETC. SHOP DRAWINGS AND CALCULATIONS SHALL BE SIGNED AND SEALED BY A REGISTERED PROFESSIONAL ENGINEER. TRUSS MANUFACTURER SHALL COORDINATE AND VERIFY ALL TRUSS DIMENSIONS AND DESIGNS WITH ARCHITECT'S DRAWINGS.

3. CONTRACTOR SHALL COORDINATE WITH TRUSS MANUFACTURER TO ENSURE ADEQUATE BEARING IS PROVIDED AT END REACTIONS OF ALL GIRDER TRUSSES.

4. TRUSS MANUFACTURER SHALL SUBMIT SHOP DRAWINGS TO THE CONTRACTOR AND ARCHITECT SHALL BE REVIEW AND APPROVAL PRIOR TO FABRICATION. CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD VERIFICATION OF DIMENSIONS, MATERIALS AND CONDITIONS.

5. AT VOLUME CEILING CONDITIONS, ALIGN TRUSSES TO PROVIDE A SMOOTH UNBROKEN INTERIOR WALL SURFACE FROM FLOOR TO CEILING.

6. BRACE TRUSSES DURING ERECTION AND AFTER PERMANENT INSTALLATION TO COMPLY WITH TPI BWT-76. TEMPORARY TRUSS BRACING SHALL BE INSTALLED IN ACCORDANCE WITH "RECOMMENDED DESIGN SPECIFICATIONS FOR TEMPORARY BRACING OF METAL PLATE CONNECTED WOOD TRUSSES" (TPI-DSB) AND "COMMENTARY AND RECOMMENDATIONS FOR HANDLING, INSTALLING AND BRACING METAL PLATE CONNECTED WOOD TRUSSES" (TIB-HIB). INSTALL ALL WEB BRACING REQUIRED BY THE TRUSS DESIGNER. TEMPORARY BOTTOM CHORD AND WEB BRACING SHALL REMAIN PERMANENTLY IN PLACE.

7. ALL METAL CONNECTIONS AND FABRICATIONS SHALL COMPLY WITH A.I.S.C. SPECIFICATIONS.

8. TRUSS MANFG'R. SHALL SUBMIT SHOP DRAWINGS TO THIS OFFICE BY THE CONTRACTOR FOR APPROVAL PRIOR TO FABRICATION. BOTH OFFICES MUST APPROVE THE TRUSS LAYOUT.

9. BUILDER IS RESPONSIBLE FOR ADEQUATE BRACING OF STRUCTURAL AND NON-STRUCTURAL MEMBERS DURING CONSTRUCTION PROCESS.

10. ROOF FRAMING PLAN AND TRUSS TYPES ARE DIAGRAMMATIC AND ARE INTENDED TO INDICATE DESIGN CONCEPT ONLY FOR ROOF CONFIGURATION.

11. TRUSSES SHALL BE DESIGNED, FABRICATED AND ERECTED IN ACCORDANCE WITH ANSI/TPI1 "NATIONAL DESIGN STANDARDS FOR METAL-PLATE-CONNECTED WOOD TRUSS CONSTRUCTION".

12. FLOOR TRUSS DESIGN CRITERIA

LIVE LOAD	SEE DESIGN CRITERIA THIS SHEET
DEAD LOAD	20 PSF

13. COORDINATE FLOOR TRUSS LOCATIONS/CONFIGURATION WITH PLUMBING WALLS AND HVAC EQUIPMENT SO AS TO AVOID CONFLICTS. SEE MECHANICAL DRAWINGS FOR EXACT LOCATIONS OF DUCTS, STACKS, PIPES, ETC.

HIP ROOF NAILING PATTERNS

1. TRUSSES MUST BE CAPABLE OF TRANSFERRING LATERAL LOADS TO BEARING WALLS.

2. TRUSSES, GIRDERS, AND BEAM TIE DOWNS TO BE SIZED PER TRUSS MANUFACTURERS UPLIFT CALCULATIONS. ANY QUESTIONS AS TO THE SIZE, TYPE, OR VALUE OF A NAIL, STRAP OR CLIP SHOULD BE VERIFIED BY THE STRUCTURAL ENGINEER.

3. ROOF NAILING PATTERN (UNLESS NOTED OTHERWISE)

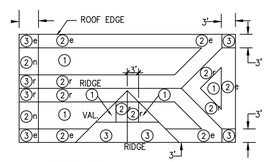
   (1) ZONE 1 - USE 8d RING SHANK @ 6" O.C. AT EDGES AND 12" O.C. INTERMEDIATE FRAMING

   (2) ZONE 2 - USE 8d RING SHANK @ 6" O.C. AT EDGES AND 6" O.C. INTERMEDIATE FRAMING

   (3) ZONE 3 - USE 8d RING SHANK @ 4" AT EDGES FOR GABLE END AND 6" OTHERWISE AND 6" O.C. INTERMEDIATE FRAMING.

4. SEE ROOF PLAN FOR SHEATHING SPECIFICATIONS.

5. END JOINTS OF THE ROOF SHEATHING SHALL BE STAGGERED AND OCCUR OVER FRAMING MEMBERS.



COMPONENTS & CLADDING WIND LOADS (PSF)

ZONE	(1)	+35.2,-63.1
ZONE	(2)e	+35.2,-87.1
ZONE	(2)n	+35.2,-87.1
ZONE	(2)r	+35.2,-87.1
ZONE	(3)e	+35.2,-87.1
ZONE	(3)r	+35.2,-87.1
OVERHANGS	(1)	-75.6
OVERHANGS	(2)e	-97.7
OVERHANGS	(2)r	-97.7
OVERHANGS	(3)e	-117.0
OVERHANGS	(3)r	-117.0

SUPPLEMENTARY NOTES

1. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR THE DESIGN, ADEQUACY, AND SAFETY OF ERECTION, BRACING, SHORING, TEMPORARY SUPPORTS, ETC. THE STRUCTURAL ELEMENTS ARE NOT CONSIDERED STABLE UNTIL THE STRUCTURE IS COMPLETE.

2. REVIEW OF THE SUBMITTAL INFORMATION SHALL BE FOR GENERAL REQUIREMENTS OF THE PROJECT, AND SHALL NOT INCLUDE CHECKING OF DETAILED DIMENSIONS OR DETAILED QUANTITIES, NOR REVIEW OF THE CONTRACTOR'S SAFETY MEASURES ON OF OFF THE WORK SITE OR THE MEANS AND METHODS OF DOING ANY WORK.

3. THE CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS AND ARCHITECTURAL AND STRUCTURAL PLAN DIMENSIONS AND ELEVATIONS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION AND NOTIFY THE STRUCTURAL ENGINEER OF ANY CONFLICTS.

4. ALL STRUCTURAL OPENINGS AROUND OR AFFECTED BY MECHANICAL, ELECTRICAL AND PLUMBING EQUIPMENT SHALL BE VERIFIED WITH EQUIPMENT PURCHASED BEFORE PROCEEDING WITH STRUCTURAL WORK AFFECTED.

5. EMBEDMENT FOR EXPANSION BOLTS SHALL BE 4¾" MINIMUM FOR ⅝"ø BOLTS IN CONCRETE OR GROUTED MASONRY. EXPANSION BOLTS SHALL BE HILTI KWIK BOLT 3 OR EQUAL.

6. EPOXY GROUT SHALL BE HY150 CARTRIDGE SYSTEM BY HILTI: (HILTI RE500, IF HOLE IS CORED INSTEAD OF DRILLED) OR APPROVED EQUAL, UNLESS NOTED OTHERWISE. EMBEDMENT SHALL BE 12 BAR DIAMETER MINIMUM, UNLESS NOTED OTHERWISE. INSTALLATION SHALL BE IN ACCORDANCE WITH MANUFACTURERS PRINTED INSTRUCTIONS.

7. ANY ENGINEERING DESIGN PROVIDED BY OTHERS AND SUBMITTED FOR REVIEW SHALL BEAR THE SEAL OF AN ENGINEER REGISTERED IN THE STATE OF THE PROJECT.

8. GENERAL CONTRACTOR MUST REVIEW AND APPROVE SHOP DRAWINGS PRIOR TO SUBMITTAL TO ARCHITECT/ENGINEER. SUBMITTALS WHICH DO NOT CONTAIN THE CONTRACTOR'S SHOP DRAWING STAMP OR HAVE BEEN MERELY "RUBBER STAMPED" SHALL BE RETURNED WITHOUT REVIEW.

9. THE CONTRACTOR SHALL NOT SCALE DRAWINGS. DIMENSIONS SHOWN ON ARCHITECTURAL AND STRUCTURAL PLANS AND DETAILS WILL CONTROL.

GENERAL STRUCTURAL NOTES:

1.) ALL ROOF STRUCTURE MEMBERS, (INCLUDING: SOFFIT, FASCIA, FLASHING, DRIP-EDGE, MOISTURE BARRIERS, SHINGLES, TILE, AND METAL SHEATHING), SHALL BE INSTALLED IN COMPLIANCE WITH 2020 FBC 7TH EDITION.

2.) ALL EXTERIOR WOOD FRAME WALLS ARE TO BE BUILT AS SHEAR WALL OR SHEAR WALL SEGMENT. SEE SHEAR WALL DETAILS.

3.) ALL C.M.U. WALLS ARE TO BE BUILT AS SHEAR WALL OR SHEAR WALL SEGMENT. PROVIDE ONE SOLID CELL AT EACH END WITH (1) #5ø ROD FROM FTG. TO TIE BEAM ALL SPLITS ON REBAR TO BE 25" MIN.

4.) EPOXY MAY BE USED IF J-BOLT OR DOWN ROD IS MISSING. 1/2"ø EDGE W/ 2" WASHER MAY BE SUBSTITUTED, (EMBEDDED 7" MIN.).

5.) TRUSS ANCHORS IN THE TIE BEAM MAY BE OFFSET 2" MAX. WITH BLOCKING.

6.) ALL DOUBLE TOP PLATES AT THE SHEAR AND BEARING WALLS SHALL HAVE MIN. OF 4'-0" OVERLAP PROVIDE 12-16D NAILS (TYP.).

7.) 3 EA. HILTI SHOT - 1-1/4" PINS #111 MAY BE USED IF HURRICANE STRAP IS MISSING.

8.) FASTENERS TO BE CORROSION RESISTANT CONFORMING TO 1507.2.6 FBC, R905.2.5 FBC-R, ASTM F 1667 & ASTM A 641, CLASS 1.

9.) UNDERLAYMENT TO COMPLY WITH 1507.2.3 FBC, R905.2.3 FBC-R & (TESTING PER ASTM D 226 TYPE 1 OR ASTM D 4869, TYPE 1).

10.) FLASHING TO COMPLY WITH 1507.2.9 FBC, R905.2.8 FBC-R.

11.) DRIP EDGE TO COMPLY WITH 1507.3.9.3 FBC, R905.2.8.6 FBC-R.

12.) ALL NAILS SHALL BE RING SHANK

JPA
JOSEPH POZZUOLI ARCHITECT
314 MOODY BOULEVARD
FLAGLER BEACH, FLORIDA 32136
T: (386) 439-5650 F: (386) 439-5651
AA 26003787 / AR13178 / ID 4843

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STATE OF FLORIDA
JOSEPH D. POZZUOLI
AR 0013178
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REGISTERED ARCHITECT

AN EXTERIOR DECK ENCLOSURE RENOVATION
FUNKY PELICAN
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GENERAL NOTES

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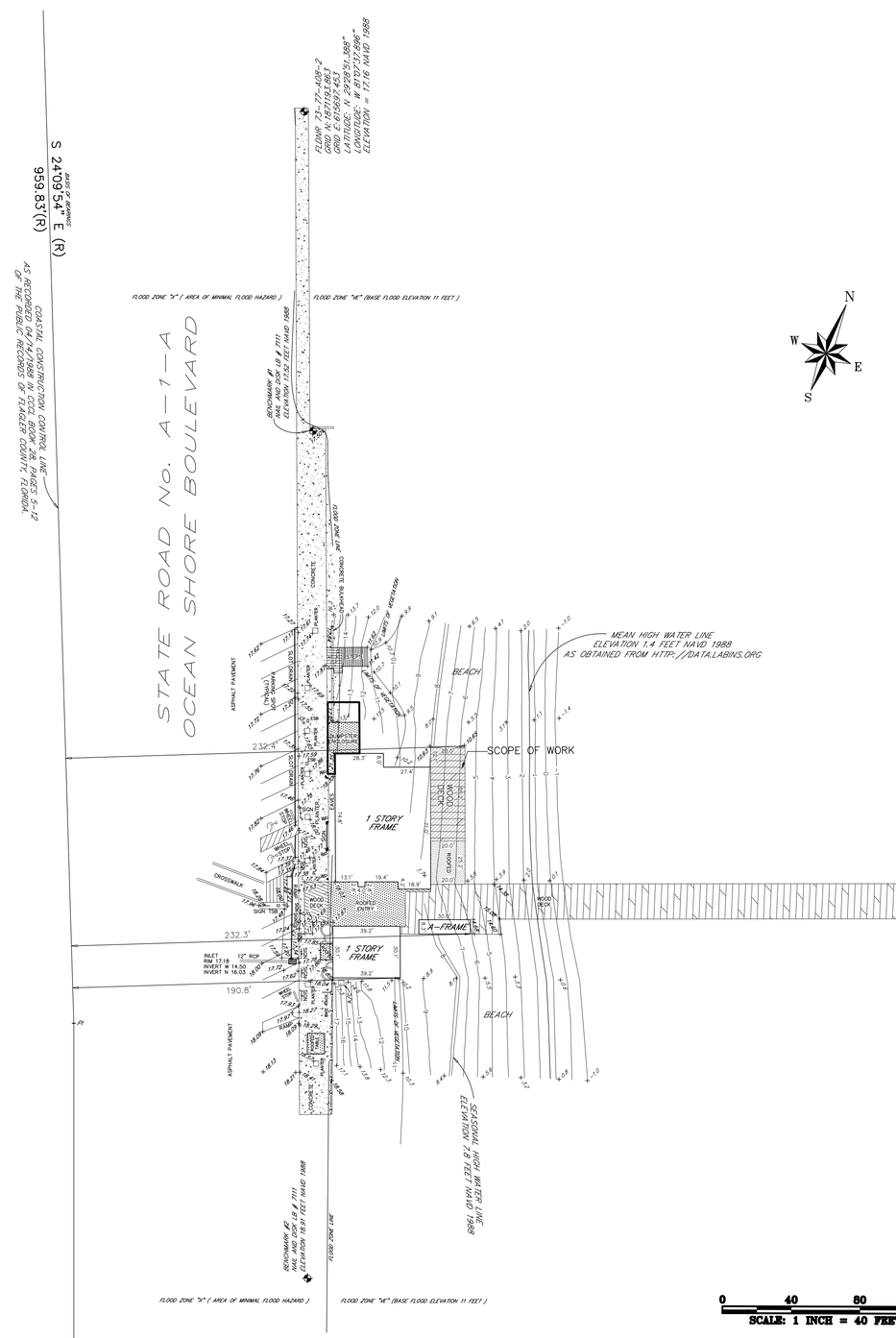

0 40 80 120

SCALE: 1 INCH = 40 FEET

ARCHITECTURAL SITE PLAN

SCALE: 1" = 40'-0"

GENERAL DESCRIPTION

MOODY SUBDIVISION EAST OF A1A OPPOSITE 3RD STREET
BLOCK 9 WEST OF MEAN HIGH WATER LINE AND OPPOSITE
BLOCK 9, LOTS 10 AND SOUTH HALF LOT 9 AND OPPOSITE
BLOCK 10 LOTS 1 AND 2 DEED BOOK 17, PAGE 136 OFFICIAL
RECORDS 764, PAGE 1963

NOTE:

STATE PLANE COORDINATES AS SHOWN HEREON ARE REFERENCED TO
THE NORTH AMERICAN DATUM OF 1983/90 – UNITED STATES FEET –
FLORIDA ZONE EAST, AND WERE OBTAINED USING ASHTECH PROMARK 2 RECEIVERS
AND ASHTECH SOLUTIONS SOFTWARE VERSION 2.60 AS REFERENCED FROM
FLORIDA DEPARTMENT OF NATURAL RESOURCES MONUMENTS 73-77-A10 AND 73-07-A08-2.
MONUMENT COORDINATES WERE OBTAINED FROM THE DIVISION OF WATER RESOURCE MANAGEMENT
BUREAU OF BEACHES AND COASTAL SYSTEMS, COASTAL DATA ACQUISITION:

FLORIDA DEPARTMENT OF NATURAL RESOURCES MONUMENT 73-77-A10
NORTHING 1877525.491 – EASTING 612981.360 – ELEVATION 19.86 FEET NAVD 1988

FLORIDA DEPARTMENT OF NATURAL RESOURCES MONUMENT 73-07-A08-2
NORTHING 1871193.863 – EASTING 615697.453 – ELEVATION 17.16 FEET NAVD 1988

LEGEND

PI	= POINT OF INTERSECTION
R/W	= RIGHT OF WAY
LB	= LICENSED BUSINESS
CONC	= CONCRETE
(R)	= RECORD
(M)	= MEASURED
PI	= POINT OF INTERSECTION
LP	= LIGHT POLE
C/O	= CLEAN-OUT
ESB	= ELECTRIC SERVICE BOX
WP	= WOOD POST
TSB	= TELEPHONE SERVICE BOX
RCP	= REINFORCED CONCRETE PIPE
FLDNR ■	= FLORIDA DEPARTMENT OF NATURAL RESOURCES CONCRETE MONUMENT
CCCL	= COASTAL CONSTRUCTION CONTROL LINE
× 13.8	= EXISTING SPOT ELEVATIONS
10	= EXISTING CONTOUR

NOTES

THE PARCEL OF LAND AS SHOWN HEREON LIES WITHIN FEDERAL FLOOD ZONE "X" (AREA OF MINIMAL FLOOD HAZARD) AND FLOOD ZONE "VE" (COASTAL FLOODPLAIN BASE FLOOD ELEVATION 11 FEET) AS DEPICTED ON FLOOD INSURANCE RATE MAP No. 12035C-0232-E, COMMUNITY No. 120087 FOR THE CITY OF PALM COAST FLAGLER COUNTY, FLORIDA AS REVISED 06/06/2018.

THE BASIS OF BEARING AS SHOWN HEREON IS THE COASTAL CONSTRUCTION CONTROL LINE HAVING AN ASSUMED BEARING OF S 24°09'54" E.

OWNERSHIP OF FENCES NOT DETERMINED BY THIS SURVEY.

ALL ELEVATIONS AS SHOWN HEREON ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD-1988)

FENCE POSITIONS MAY BE SHOWN EXAGGERATED FOR CLARITY.

ALL CALCULATED DATA IS BASED ON FIELD MEASUREMENT.

ENCROACHMENTS AS SHOWN HEREON ARE ONLY THOSE ABOVEGROUND, VISIBLE OBJECTS OBSERVED BY THE SURVEYOR.

THIS SURVEY DOES NOT REFLECT OR DETERMINE OWNERSHIP.

NO UNDERGROUND STRUCTURES, UTILITIES OR FOUNDATIONS WERE LOCATED OR DETERMINED BY THIS SURVEY.

THE PARCEL OF LAND AS SHOWN HEREON WAS NOT ABSTRACTED FOR DEEDS, DEED RESTRICTIONS, EASEMENTS OR RIGHTS OF WAY OF RECORD.

THIS SURVEY IS NOT VALID UNLESS IT IS SIGNED AND EMBOSSED WITH THE SIGNING SURVEYORS SEAL.

THIS SURVEY IS CERTIFIED TO AND FOR THE USE AND BENEFIT OF:
CITY OF FLAGLER BEACH PIER
GRANDVIEW FLAGLER PARTNERS

SUBJECT TO THE ABOVE CONDITIONS AND RESTRICTIONS I HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON WAS PERFORMED BY EITHER MYSELF OR UNDER MY DIRECT SUPERVISION AND THAT ALL OF THE INFORMATION SHOWN HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THIS SURVEY CONFORMS TO SECTIONS 5J-17.051, 5J-17.052 OF THE FLORIDA ADMINISTRATIVE CODE.

ATLANTIC OCEAN

JPA
JOSEPH POZZUOLI ARCHITECT
314 MOODY BOULEVARD
FLAGLER BEACH, FLORIDA 32136
T: (386) 439-5650 F: (386) 439-5651
AA 26003787 / AR13178 / ID 4843
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JOSEPH D. POZZUOLI
AR 0013178
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ARCHITECTURAL SITE PLAN

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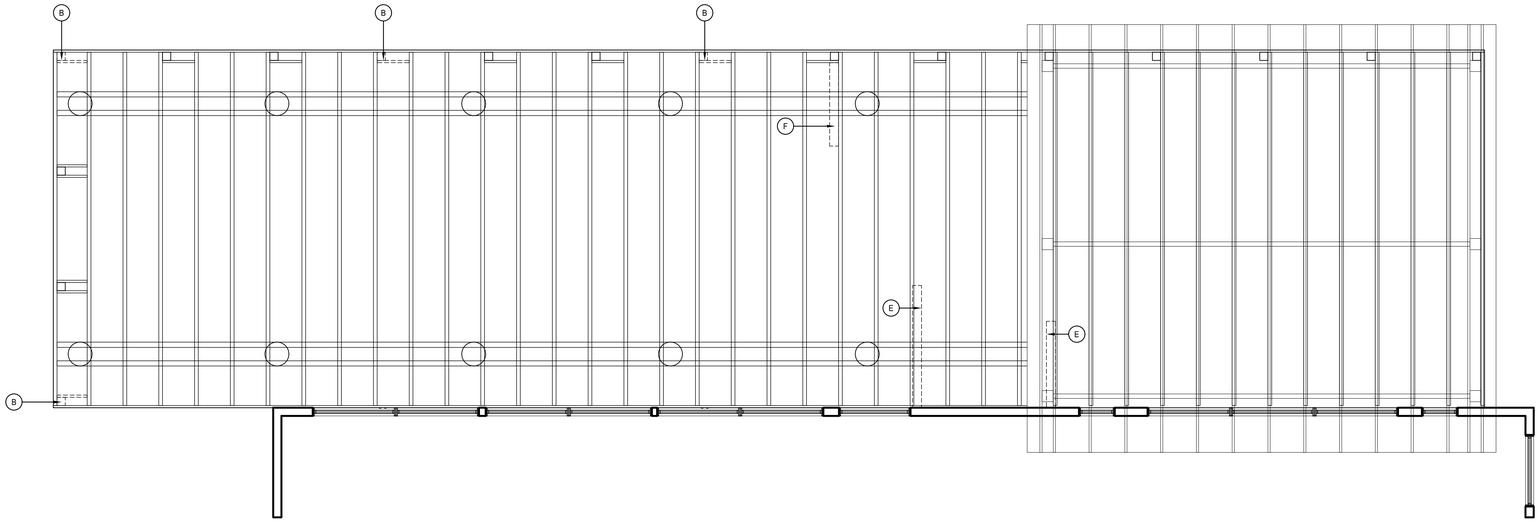
SP-1



DEMO FRAMING PLAN
SCALE: 1/4" = 1'-0"

DEMOLITION NOTES:

1– THE CONTRACTOR SHALL ACQUAINT THEMSELVES WITH THE EXISTING STRUCTURE PRIOR TO CONSTRUCTION.

2– ANY CONDITIONS NOT SHOWN ON DRAWINGS SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE ARCHITECT PRIOR TO CONSTRUCTION.

3– WRITTEN DIMENSIONS TAKE PRECEDENCE OVER SCALED DIMENSIONS. DO NOT SCALE DRAWING.

4– THE CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS AND REPORT DISCREPANCIES TO THIS OFFICE PRIOR TO CONSTRUCTION.

5– CONTRACTOR SHALL EXERCISE CARE DURING DEMOLITION AND REMOVAL TO ASSURE THAT ITEMS SCHEDULED FOR DEMOLITION ARE PROPERLY REMOVED AND ITEMS TO REMAIN ARE PROTECTED FROM DAMAGE.

6– ALL FINISHES AND SURFACES TO REMAIN. WHATEVER IS DAMAGED DURING DEMOLITION AND NEW CONSTRUCTION SHALL BE REPAIRED OR REPLACED TO THE SATISFACTION OF THE OWNER AT NO ADDITIONAL COST TO THE OWNER.

7– THE CONTRACTOR SHALL PROVIDE THE NECESSARY TEMPORARY CLOSING OF ALL NEW OPENINGS IN WALLS, ROOFS OR FLOORS AT THE END OF EACH DAY'S WORK TO KEEP THE BUILDING WEATHER TIGHT AND SECURE.

8– THE ARCHITECT SHALL NOT BE RESPONSIBLE OR LIABLE FOR THE INTEGRITY OR CORRECTNESS OF THE EXISTING BUILDING AND IT'S COMPONENTS.

9– REMOVE ALL PLUMBING FIXTURES AND ELECTRICAL EQUIPMENT INDICATED FOR REMOVAL ON THE DEMOLITION PLAN AND CAP OR TIE OFF TO INSURE THE SAFETY OF INDIVIDUALS IN THESE AREAS. THE CONTRACTOR SHALL PROVIDE PROPER SHORING OF ALL STRUCTURAL MEMBERS THAT WILL REMAIN, PRIOR TO THE REMOVAL OF EXISTING SUPPORTS.

10– THE CONTRACTOR SHALL PATCH, REPAIR OR REPLACE EXISTING WORK DAMAGED BY NEW CONSTRUCTION.

11– EQUIPMENT SUCH AS HOT WATER HEATERS, AIR CONDITIONING EQUIPMENT, ELECTRIC PANELS AND ELECTRIC EQUIPMENT ETC., SHALL NOT BE REMOVED IF NOT INDICATED TO BE REMOVED WITHOUT THE WRITTEN APPROVAL OF THE ARCHITECT.

12– CONTRACTOR SHALL OBTAIN WRITTEN APPROVAL OF THE ARCHITECT FOR SUBSTITUTIONS MADE IN SPECIFIED EQUIPMENT, MATERIALS AND COLORS.

13– THE CONTRACTOR SHALL VERIFY ROUGH OPENING SIZES OF DOORS AND WINDOWS PRIOR TO CONSTRUCTION.

14– THE CONTRACTOR SHALL PROVIDE ADEQUATE PROTECTION TO ALL EXISTING WORK, FURNISHINGS, AND FIXTURES/APPLICANCIES THAT ARE TO BE RETAINED, SO THAT THEY WILL NOT BE DAMAGED.

15– THE CONTRACTOR SHALL CORRECT ANY EXISTING CODE VIOLATIONS DURING THE PROCESS OF CONSTRUCTION.

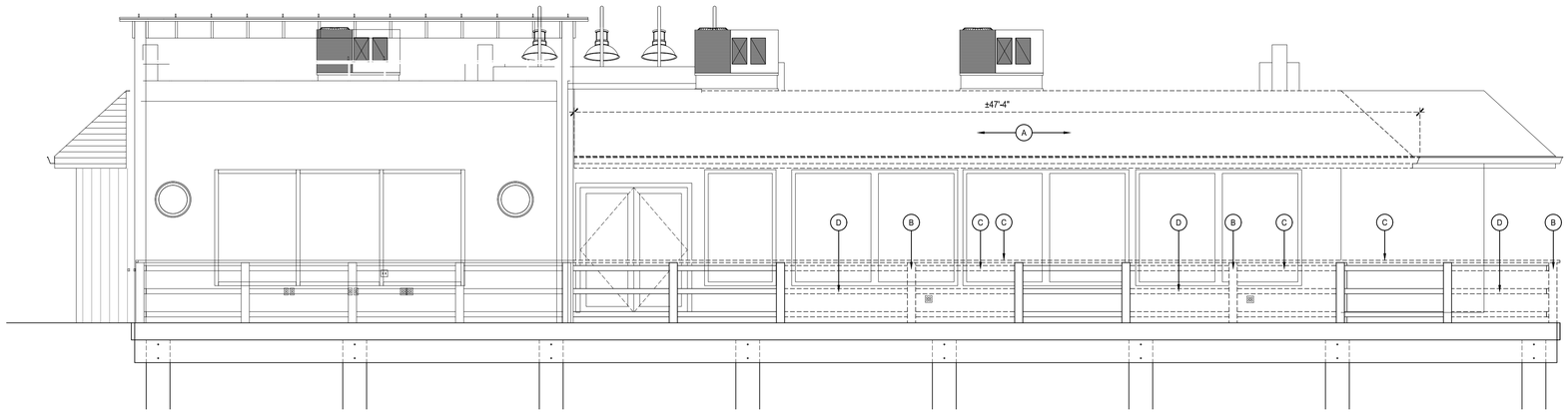
16– ANY VARIATIONS AND/OR DISCREPANCIES DUE TO "AS BUILT CONDITIONS" SHALL BE MADE KNOWN TO THE ARCHITECT, PRIOR TO CONSTRUCTION FOR REVIEW AND RECOMMENDATION.

17– ALL WORKMANSHIP SHALL BE NEAT, CLEAN, TRUE AND CORRECT.

18– ALL AREAS WHERE NEW FOOTINGS AND/OR SLABS ARE PLACED, SHALL BE EXCAVATED FREE OF ALL ORGANIC MATERIAL, FILLED WITH CLEAN TERMITE TREATED FILL AND COMPACTED TO 95% DENSITY (2500 PSF MINIMUM BEARING).

19– EXISTING ROOF MUST BE PROPERLY SHORED PRIOR TO REMOVAL OF ANY EXISTING BEARING WALLS, WOOD POSTS OR COLUMNS.

20– IMPROVE THE SOIL UNDER ANY EXISTING FOOTING, WHICH WILL TAKE ADDITIONAL LOAD FROM NEW FLOORS ADDITION AND THE AREA OF ANY ISOLATED OR CONTINUOUS FOOTING BY PRESSURE GROUTING. THE SPACING OF GROUT INJECTION POINTS NOT EXCEED 12 INCHES CENTER TO CENTER AND SHOULD BR PERFORMED TO A DEPTH OF MINIMUM 8 FEET BELOW THE BASE OF ANY EXISTING OR NEW FOOTINGS.

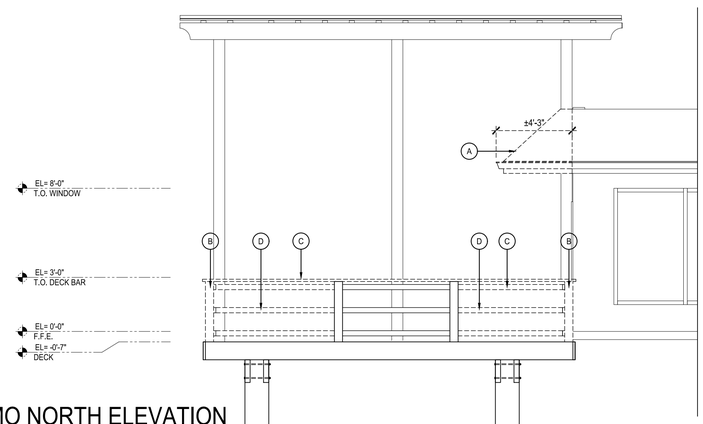


DEMO EAST ELEVATION
SCALE: 1/4" = 1'-0"

BUILDING MATERIALS

- (A) REMOVE MANSARD
- (B) REMOVE 4X4 POSTS AT THESE LOCATIONS
- (C) REMOVE GUARD RAIL SECTION
- (D) REMOVE S/S CABLES & RAILING BEFORE REMOVING 4X4 POSTS
- (E) REMOVE & RELOCATE DRINK RAIL
- (F) REMOVE DRINK RAIL

NOTE:
CONTRACTOR TO VERIFY CONDITION OF EXISTING FRAMING AND FINISHES FOR ANY DAMAGE. IF DAMAGE HAS BEEN FOUND BEYOND THE EXTENT OF THIS PHASE OF PROJECT, GC TO COMMUNICATE FINDINGS IMMEDIATELY TO ARCHITECT IN WRITING.



DEMO NORTH ELEVATION
SCALE: 1/4" = 1'-0"

JPA
JOSEPH POZZUOLI ARCHITECT
314 MOODY BOULEVARD
FLAGLER BEACH, FLORIDA 32136
T: (386) 439-5650 F: (386) 439-5651
AA 26003787 / AR13178 / ID 4843
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STATE OF FLORIDA
JOSEPH D. POZZUOLI
AR 0013178
3/20/2024
REGISTERED ARCHITECT

AN EXTERIOR DECK ENCLOSURE RENOVATION
FUNKY PELICAN
215 FLORIDA A1A
FLAGLER BEACH, FL

DEMOLITION FLOOR PLAN

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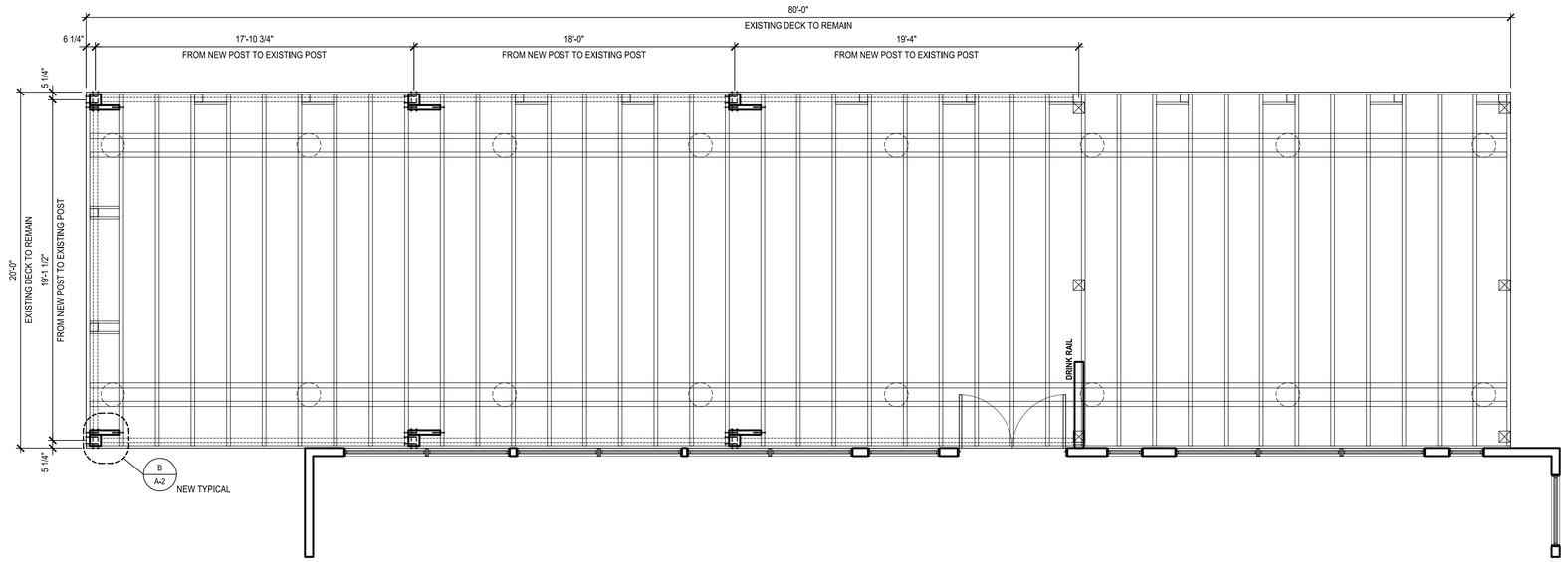
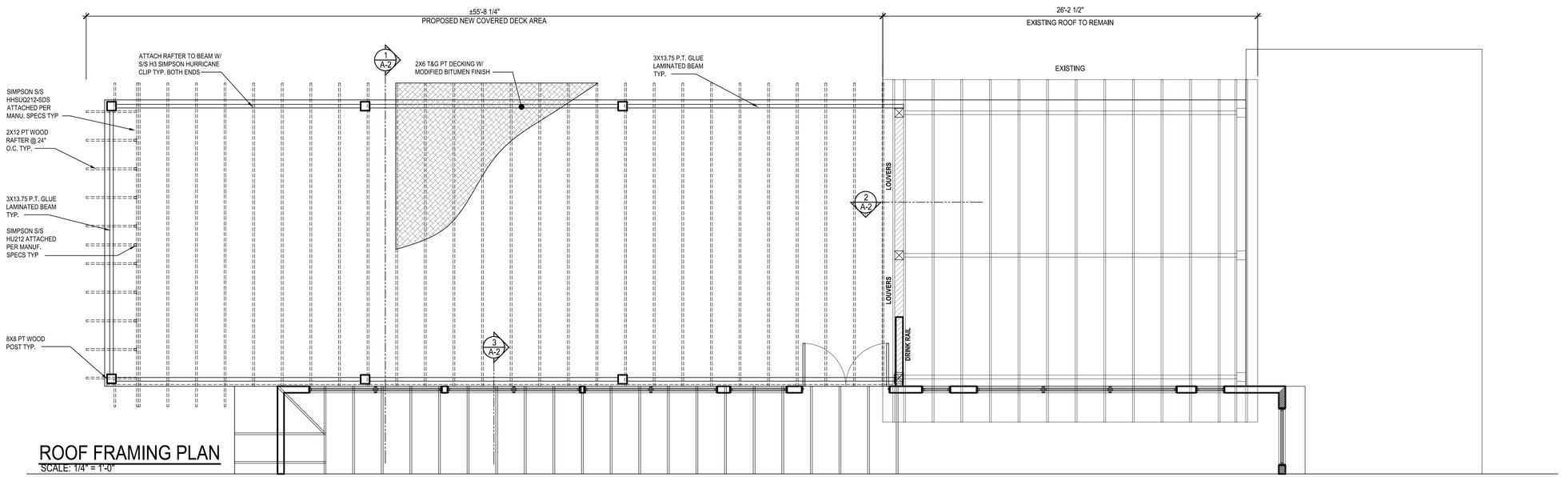
D-1



EXISTING FLOOR FRAMING PLAN
W/ ADDITIONAL POSTS DETAIL B/A-2

SCALE: 1/4" = 1'-0"



ROOF FRAMING PLAN

SCALE: 1/4" = 1'-0"

JPA
JOSEPH POZZUOLI ARCHITECT
314 MOODY BOULEVARD
FLAGLER BEACH, FLORIDA 32136
T: (386) 439-5650 F: (386) 439-5651
AA 26003787 / AR13178 / ID 4843
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JOSEPH D. POZZUOLI
AR 0013178
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215 FLORIDA A1A
FLAGLER BEACH, FL

FLOOR PLAN

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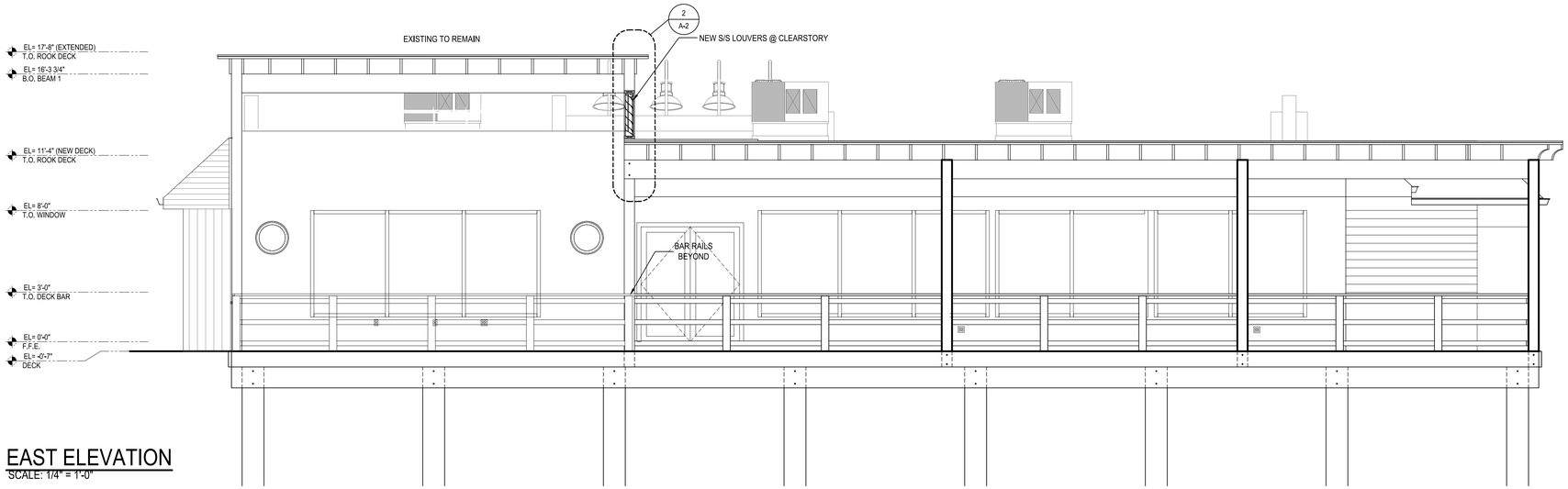
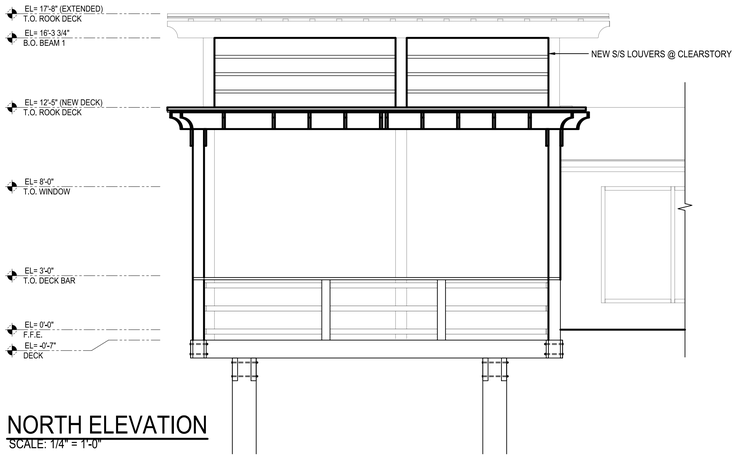
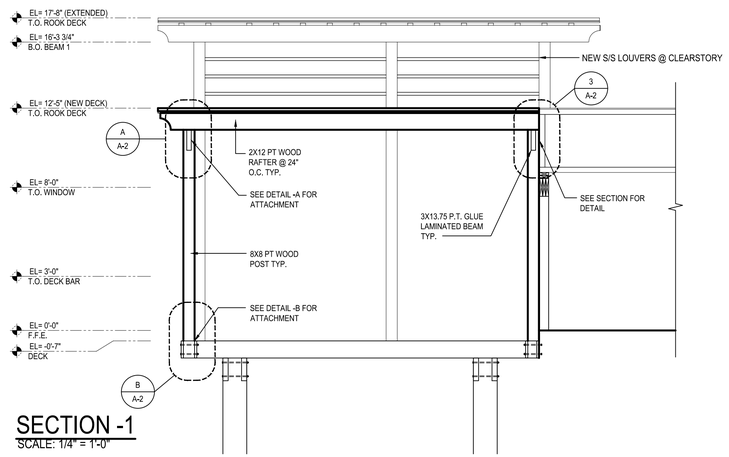
A-1



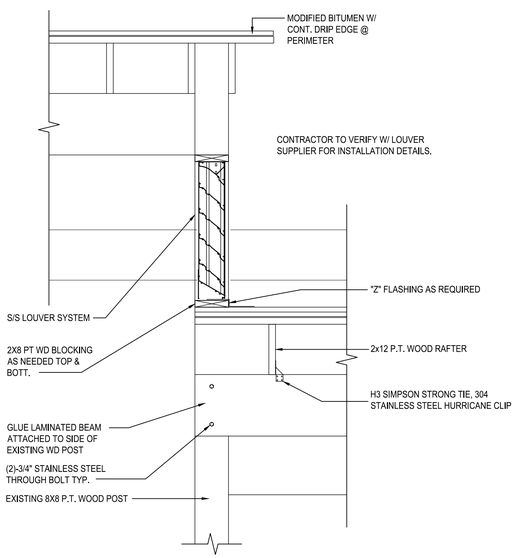
EAST ELEVATION
SCALE: 1/4" = 1'-0"



NORTH ELEVATION
SCALE: 1/4" = 1'-0"



SECTION -1
SCALE: 1/4" = 1'-0"



SECTION-2
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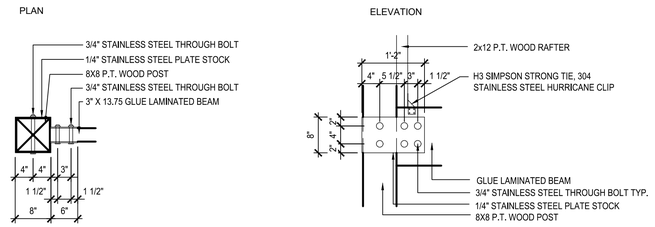
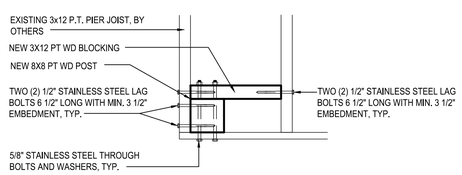
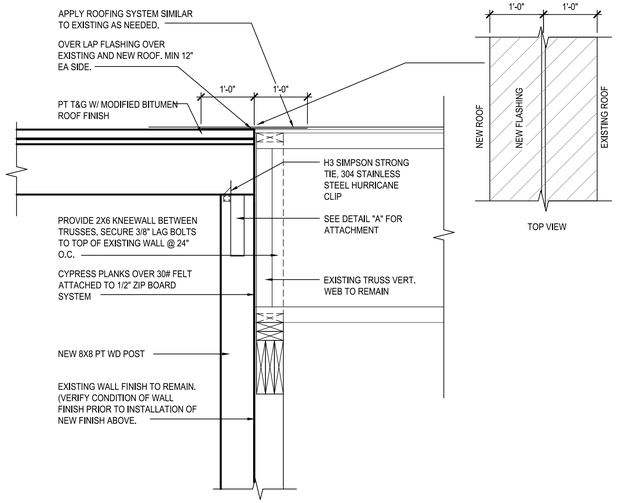


DETAIL - A
SCALE: 3/4" = 1'-0"



DETAIL - B
SCALE: 3/4" = 1'-0"



SECTION-3
SCALE: 3/4" = 1'-0"

JPA
JOSEPH POZZUOLI ARCHITECT
314 MOODY BOULEVARD
FLAGLER BEACH, FLORIDA 32136
T: (386) 439-5650 F: (386) 439-5651
AA 26003787 / AR13178 / ID 4843
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STATE OF FLORIDA
JOSEPH D. POZZUOLI
AR 0013178
3/20/2024
REGISTERED ARCHITECT

AN EXTERIOR DECK ENCLOSURE RENOVATION
FUNKY PELICAN
215 FLORIDA A1A
FLAGLER BEACH, FL

ARCHITECTURAL ELEVATIONS

REV #	DATE:	ISSUE:
	03.20.24	SIGNED SEALED

DATE: 3.01.2024
DRAWN: MM
JOB NO.: 223132
CHECKED: JDP

A-2

ORDINANCE 2011-04

AN ORDINANCE OF THE CITY OF FLAGLER BEACH, FLORIDA, AUTHORIZING AND APPROVING A LEASE AGREEMENT FOR THE PIER RESTAURANT AND PIER BAIT AND TACKLE SHOP, AND PROVIDING FOR AN EFFECTIVE DATE.

Whereas, the City of Flagler Beach is the owner of property located at 215 Oceanshore Boulevard and having Flagler County Tax Parcel ID 12-12-31-4500-00700-0250 ("the Pier"); and

WHEREAS, a portion of the Pier is currently leased to Katalin Myer subject to a lease agreement and subsequent amendments originally entered by and between the City and Charles Myer Enterprises, Inc. on September 14, 1990 (the "Myer Lease"); and

WHEREAS, Ray Barshay has entered an agreement with Katalin Myer whereby Mr. Barshay may purchase the ongoing business concern conducted pursuant to the Myer Lease; and

WHEREAS, the City and Ray Barshay have negotiated terms of a new lease to replace the Myer Lease subject to agreement of all parties (the "Barshay Lease"); and

WHEREAS, the Barshay Lease provides for the lease of the Pier Restaurant; and

WHEREAS, the City is authorized pursuant to Section 2.10 of the Charter and the legislative grant of its home rule power to lease public lands; and

WHEREAS, the State of Florida has recognized the lease of public lands to a private entity to be a valid public purpose; and

WHEREAS, the Barshay Lease does not require or operate as an issuance of any bonds.

WHEREAS, the City finds that the lease of the Property is a valid public purpose.

NOW THEREFORE, BE IT ENACTED by the City Commission of the City of Flagler Beach, Florida:

SECTION 1. The Lease Agreement attached hereto is hereby approved by the City Commission of the City of Flagler Beach, Florida and the Mayor is hereby authorized to execute the Lease Agreement on behalf of the City of Flagler Beach, Florida, conditioned upon written agreement by Mrs. Myer to terminate the Myer lease.

SECTION 2. This Ordinance shall become effective immediately upon its adoption as provided by law.

PASSED ON FIRST READING THIS 24TH DAY OF MARCH, 2011.

PASSED AND ADOPTED THIS 16th DAY OF June, 2011.

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

Alice M. Baker, Mayor

ATTEST:

Penny Overstreet, City Clerk

Per 1st Addendum & Restaurant open date

LEASE AGREEMENT

Lease 1st effective January 1, 2013 expires January 1, 2023 w/3 consecutive options to renew for 5 years. has to notify city of intention to exercise option rights 9 months before lease expires.

THIS LEASE AGREEMENT (the "Lease Agreement"), is made and entered into this 30th day of AUGUST, 2011, by and between the City of Flagler Beach, Florida, a municipal corporation (the "Landlord") and Raymond Barshay, (the "Tenant"), upon the following terms and conditions:

1. Lease of Premises. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the portion of the Flagler Beach Municipal Pier that comprises the current Pier Restaurant (the "Leased Premises"). The Leased Premises shall include all property beneath the roof and overhang of the Pier Restaurant as well as any deck that may be constructed attached to the Pier Restaurant pursuant to this Lease.

2. Landlord's Title. Landlord represents and warrants that it has ownership of and authority to lease the Leased Premises to Tenant.

3. Landlord Repairs and Acceptance of Leased Premises. Within 45 days of the termination of the Myer Lease pursuant to Paragraph 52, Landlord shall perform the following repairs to the Leased Premises:

- Remove and replace seven damaged pieces of hardy board siding on dumpster storage on northeast corner and east wall of dining room of the Leased Premises;
- Remove and replace 500 stainless steel hurricane straps on the foundation structure of the Lease Premises;
- Replace the deteriorated A Frame hardware under the A Frame of the Leased Premises;

(hereinafter, the "Landlord Repairs"). In the event the cost of the Landlord Repairs is estimated to exceed $24,084, either party may terminate this Lease upon written notice to the other party. Upon reasonable request by Landlord made in writing to Tenant, the time allowed for the Landlord Repairs shall be extended up to 45 additional days.

Tenant acknowledges that Landlord has not made any representation or warranty with respect to the condition of the Leased Premises or the suitability or fitness of the Leased Premises for any purpose. Tenant agrees to accept the Leased Premises and the Improvements located thereon in their "AS IS" condition without any agreements, representations, understandings, or obligations on the part of Landlord to perform any alterations, repairs, or improvements (or to provide any allowance for same) except as expressly provided above.

4. Tenant's Duty to Repair. Tenant agrees that upon the effective date of this Lease granting Tenant possession of the Leased Premises, Tenant shall institute and follow through to completion all repairs, other than those described in Paragraph 3,

above, necessary to bring the Leased Premises and the structures located thereon into compliance with all governing building codes, fire codes and other applicable regulations (hereinafter the "Tenant Repairs"). In the event the cost of the Tenant Repairs is estimated to exceed $35,916, the Tenant may terminate this Lease upon written notice to Landlord. In the event the cost of the Tenant Repairs is estimated to exceed $100,000, the Landlord may terminate this Lease upon written notice to the Tenant. In the event Tenant completes the repairs provided for in this paragraph Tenant shall be credited the total cost of such repairs up to a maximum credit of $20,916 as Advance Rent. The Advance Rent credit shall be applied toward Tenant's rental payment obligations as follows:

(a) $1,000.00 of the Advance Rent shall be applied monthly toward Tenant's rental payment obligation as a rent credit until the balance of the Advance Rent is reduced to $9,000.00;

(b) The Advance Rent remaining after application of the credits described in (a), above, shall be applied toward Tenant's rental payment obligations and any other payments due and unpaid by Tenant to Landlord at the end of the Term of this Lease, including any extensions thereof.

5. Effective Date of Lease; Calculation of Lease Term; Option to Extend. This Lease shall be effective upon execution by all parties hereto, including execution of the Consent to Early Termination clause by Katalin Myer (the "Commencement Date"). The original Lease Term shall end on the first calendar day exactly ten years after the first of the following to occur (the "Move-in Date"):

(a) Tenant opens the restaurant for service of customers;

(b) Tenant is issued a certificate of occupancy; or

(c) The 121st day after Tenant has applied for any building permit related to the Leased Premises except any permits related to construction of the deck described in Paragraph 15(b). Provided, however, Tenant may request the time provided in this subsection be extended up to 90 days if necessary permits have not yet been issued and Landlord shall not unreasonably deny any such request. Tenant shall apply for all building permits necessary to complete the repairs described in Paragraph 4, above, within 60 days from September 1, 2011 or the date Tenant receives confirmation, in a form acceptable to Tenant, that the State will allow construction of a deck as referenced in Paragraph 15, herein, whichever occurs earlier.

Within a reasonable time after the Move-in Date, the parties hereto shall execute an addendum to this Lease memorializing the Move-in Date. Failure by the parties, however, to execute such addendum shall in no way affect the validity of this paragraph or the calculation of the Move-in Date.

Tenant shall have the option to extend the original Lease Term for three (3) consecutive five (5) year terms. Tenant shall exercise the First Option for an additional five (5) year term by written notice delivered to Landlord on or before nine months prior to the end of the original Lease Term. If Tenant exercises the First Option, the original Lease Term will be extended upon the same terms and conditions as set forth herein.

If the Tenant exercises the First Option, it shall, at the end of the term of the First Option, have an additional option to extend the term another five (5) years (the "Second Option"). Tenant shall exercise the Second Option by providing written notice to Landlord of such exercise on or before nine months prior to the end of the First Option period. If Tenant exercises the Second Option, the Lease Term will be extended upon the same terms and conditions as set forth herein.

If the Tenant exercises the Second Option, it shall, at the end of the term of the Second Option, have an additional option to extend the term another five (5) years (the "Third Option"). Tenant shall exercise the Third Option by providing written notice to Landlord of such exercise on or before nine months prior to the end of the Second Option period. If Tenant exercises the Third Option, the Lease Term will be extended upon the same terms and conditions as set forth herein.

Notwithstanding the foregoing, Tenant shall have no right to exercise any Option if: a) Tenant is in default of any term of the Lease at the time Tenant attempts to exercise the Option; b) Tenant is in default of any term of the Lease on the date the Option becomes effective; or c) Tenant has regularly and habitually failed to fully comply with the terms and conditions of the Lease.

6. Base Rent. Tenant agrees to pay Landlord minimum base rent as follows:

(a) Fixed Rent

In years 1 and 2 of this Lease, Tenant shall pay to Landlord $3,000.00 per month. For all subsequent years, including any exercised option terms, Fixed Rent shall be increased annually on the anniversary date of the effective date of this Lease by 3% per annum.

(b) Additional Percentage Rent:

In each of years 1 and 2 of this Lease, Tenant shall pay to Landlord an amount equivalent to 2% of Tenant's gross sales in excess of $1 million from the Restaurant. In each of years 3 and 4 of this Lease, Tenant shall pay to Landlord an amount equivalent to 2.5% of Tenant's gross sales in excess of $1 million from the Restaurant. In each year from year five of this Lease forward, including any exercised option periods, Tenant shall pay to Landlord an amount equivalent to

3% of Tenant's gross sales in excess of $1 million from the Restaurant. Tenant shall on a monthly basis provide the City with a complete report on gross sales which report shall consist of Tenant's sales tax receipt record. The City holds the right to audit those reports on an annual basis. For purposes of this Lease, "gross sales" shall mean all Restaurant sales for which monetary consideration is paid.

Beginning on the Move-in Date, the base rent plus applicable sales tax shall be due and payable to Landlord in advance on the first day of each and every calendar month during the Lease Term. The rent increases set forth in this section shall occur automatically and without notice or demand from Landlord. If the Lease is terminated on any day other than the last day of a calendar month, the Base rent due for that month shall be prorated as of the date the Lease is terminated.

7. Property Taxes. Tenant shall pay all Property Taxes levied or assessed against the Leased Premises prior to delinquency. The term "Property Taxes" shall mean the aggregate amount of all ad valorem real property taxes, excluding special and general assessments, and any other taxes imposed upon the Leased Premises and all improvements located thereon from time to time. Property Taxes shall also include any personal property taxes imposed upon Tenant's furniture, fixtures, machinery, equipment, and appurtenances located upon or used in connection with the Leased Premises.

8. Tenant's Use of the Leased Premises. Except as otherwise specifically provided herein, Tenant shall use the Leased Premises solely for the purpose of operating a restaurant and restaurant related activities serving the general public and for no other purpose. Tenant shall, at its sole cost and expense, obtain all licenses and permits required by any local, County, State or Federal agency. Tenant shall comply with all fire safety codes applicable to the Leased Premises, at Tenant's sole expense. Subject to Tenant's acquisition of all necessary licensing, Tenant may serve alcoholic beverages within the boundaries of the structure located on the Leased Premises as well as upon the deck contemplated in Paragraph 15(b).

9. Compliance with Laws. Tenant shall cause the Leased Premises to comply with all laws, ordinances, regulations and directives of any governmental authority having jurisdiction over the Leased Premises including, without limitation, any law, ordinance, regulation or directive which in the future may become applicable to the Leased Premises. Tenant shall not misuse the Leased Premises, or permit the Leased Premises to be used in any manner which: (a) violates any law, ordinance, regulation, or directive; (b) causes or is reasonably likely to cause damage to the Leased Premises; (c) violates a requirement or condition of any fire or extended fire coverage insurance policy covering the Leased Premises or increases the cost of such policy; or (d) constitutes or is reasonably likely to constitute a nuisance, annoyance, or inconvenience to the general public.

10. Hazardous Materials. No Hazardous Materials, as defined herein, shall after the signing of this Lease, be permitted within the Leased Premises at any time. Notwithstanding the foregoing, normal quantities of Hazardous Materials customarily used in the conduct of Tenant's business (such as cooking equipment and cleaning supplies) may be brought on the Leased Premises and shall be used strictly in compliance with the manufacturer's instructions. Notwithstanding the obligation of Tenant to indemnify Landlord pursuant to this Lease, Tenant shall, at its sole cost and expense, promptly take all actions required by any governmental authority to remove, dispose of, and clean up after any Hazardous Materials located on the Leased Premises, without regard to the source of the Hazardous Materials, provided the Hazardous Materials were not brought on the Leased Premises by Landlord or prior tenants. Such action shall include, without limitation, the investigation of the environmental condition of the Leased Premises, the preparation of any feasibility studies or reports concerning the location and removal of the Hazardous Materials, and the performance of any cleanup, remedial, removal, or restoration work. Tenant shall obtain Landlord's written approval prior to taking any such actions, which approval shall not be unreasonably withheld. Tenant agrees to execute affidavits, representations and other similar documents from time to time at Landlord's request stating to Tenant's best knowledge and belief there are no Hazardous Materials located upon the Leased Premises. As used herein, the term "Hazardous Materials" means (a) any material or substance which is defined or becomes defined as a "hazardous substance," "hazardous waste," "infectious waste," "chemical mixture or substance," or "air pollutant" under any statutes, laws, ordinances, codes, regulations, rules or orders promulgated by any governmental authority, or (b) any other material or substance displaying toxic, reactive, ignitable, or corrosive characteristics, as all such terms are used in their broadest sense.

11. Hours of Operation. Tenant's business operation on the Leased Premises shall be open to the public seven (7) days a week, offering a full service restaurant providing for breakfast, lunch and dinner. Tenant shall have the right, upon consent by Landlord, which consent shall not be unreasonably withheld, to alter hours of operation based on market conditions and in keeping with good business practices. Notwithstanding the foregoing, Tenant shall have the right to close the Leased Premises while the Leased Premises are undergoing reconstruction or repair. Tenant shall additionally have the right to close the Leased Premises for up to one week during any calendar year for the purpose of conducting maintenance on the Leased Premises. Tenant may also close the Leased Premises when weather conditions may be hazardous to Tenant's customers and the general public. Tenant shall further have the right to close the Leased Premises on Christmas day and any three other days Tenant chooses during the course of any calendar year.

12. Utilities. Except as otherwise provided, Tenant shall be solely responsible for the prompt payment of all charges for any and all utility services to the Leased Premises including, without limitation, electricity, potable water, sewage disposal services, natural gas, trash and garbage collection services, and telephone services. The accounts for all such utility services shall be opened solely in Tenant's

name, and Tenant shall be responsible for the payment of all deposits associated with such utilities. Tenant shall indemnify and hold Landlord harmless against any and all liability arising from Tenant's failure to promptly pay for any utility service to the Lease Premises. It is expressly understood and agreed that the Tenant shall not be responsible for any utilities as defined herein for any portion of the Landlord's property except for the Leased Premises. It is further agreed that Tenant shall not be responsible for utility charges due for the Pier Restrooms, Pier Bait Shop or the Pier lights or any other utilities that are not related to Tenant's operations at the Leased Premises.

13. Landlord's Maintenance and Repair Obligations.

After completion of the repairs to be made by Tenant pursuant to Paragraph 4 of this Lease, except as provided in Paragraph 14, Landlord shall be responsible for maintenance, repair and restoration of the premises, including all structural portions of the Leased Premises including, but not limited to, the foundation, exterior walls, roof and for items that are related to the structural safety of the pilings and pier infrastructure. The Tenant shall have no responsibility for any maintenance or repair except as set forth in paragraph 14 of this Lease.

14. Tenant's Maintenance and Repair Obligations. Tenant's maintenance and repair obligations shall include, without limitation: (a) maintenance, repair and replacement of the non-structural interior improvements to the Leased Premises including partition walls, floor coverings, wall coverings, interior doors, and ceilings; (b) disposal of all rubbish, trash, garbage, and other waste from the Leased Premises in a clean and sanitary manner; (c) maintenance, repair, and replacement of all utility installations serving the Leased Premises only, which are not the express obligation of Landlord; (d) maintenance, repair and replacement of all exterior window and door glass and screens; (e) maintenance, repair and replacement of the HVAC system which serves the buildings located on the Leased Premises; (f) repair of any damage caused to the Leased Premises caused by the negligence or intentional acts or omissions of Tenant or Tenant's employees, agents, invitees or guests. (g) Tenant is also responsible for all termite and pest control of the Leased Premises. If Tenant fails to fulfill its maintenance obligations hereunder, Landlord shall have the right, but not the obligation, to perform such maintenance and repair on behalf of Tenant and to charge Tenant the full cost thereof which will become immediately due and payable as additional rent.

15. Tenant Alterations.

(a) Upon execution of this Lease, the Landlord has approved the plan attached hereto as Exhibit "A" indicating initial improvements and alterations to the Leased Premises. Thereafter, Tenant shall not make or allow to be made any major alterations, additions, or improvements to the Leased Premises (the "Alterations") without first obtaining the written consent of Landlord, which shall not be unreasonably withheld. For purposes of this Lease,

"major alteration" shall mean any alteration that requires any permanent structural alteration of the Leased Premises. Prior to commencing any such work, Tenant must furnish Landlord with plans and specifications; names and addresses of contractors; copies of contracts; necessary permits; evidence of contractors' and subcontractors' insurance in a type and amount acceptable to Landlord; and indemnification in form and amount satisfactory to Landlord. All such Alterations shall be installed in a good and workmanlike manner using new materials. Upon completion, Tenant shall furnish "as built" plans, contractor's affidavits, and full and final lien waivers, covering all labor, services, and materials provided in connection with the Alterations. All Alterations shall comply with all insurance requirements, codes, ordinances, laws and regulations, including the Americans With Disabilities Act. Tenant shall reimburse Landlord upon demand as additional rent for all sums expended by Landlord to examine the architectural, mechanical, electrical, and plumbing plans for any Alterations. Rent due and payable hereunder shall not be abated or reduced during the installation of Alterations.

(b) During the first twelve months after the Commencement Date of this Lease Tenant may, at its option, construct a deck attached to the Leased Premises not to exceed 1,600 square feet, subject to permitting and approval by Landlord of the size, location and design of the deck, which approval shall not be unreasonably withheld. Landlord shall cooperate with the Tenant in seeking necessary State approval for the deck. In the event Tenant completes construction of said deck within twelve months from the Commencement Date, subject to annual appropriations, Landlord shall reimburse Tenant's design, permitting (including necessary State approvals), labor and materials costs incurred in construction of the deck up to a maximum reimbursement from Landlord of $50,000.00. Tenant may request the amount of time to complete said deck be extended up to an addition twelve (12) months, approval of which shall not be unreasonably withheld. The parties expressly recognize and agree that Landlord's commitment to reimburse the costs of the deck design and construction is limited to the structural elements of the deck and that Landlord shall not reimburse costs incurred to install any outdoor utilities on the deck. In the event of default by Landlord of its agreement to reimburse the costs described in this paragraph, Tenant's sole recourse shall be a credit against future rental payments due from Tenant to Landlord pursuant to this Lease. Prior to September 1, 2011, if necessary State approvals to construct the deck are not obtained, either party may terminate this Agreement with thirty days written notice to the other party; After September 1, 2011, neither party shall have the right to terminate this Agreement based on the inability to obtain State approvals for construction of the deck referenced herein. In the event either party exercises its right to terminate this Lease pursuant to this paragraph and Landlord subsequently obtains State approval for construction of a deck Tenant shall be reimbursed any

expenses up to $50,000 it incurred related to such State approval that was material to the State approval ultimately received.

(c) Tenant agrees to complete at its sole cost and expense the improvements detailed in Exhibit "B" (the "Additional Tenant Improvements"), attached hereto and incorporated herein, at Tenant's sole cost and expense within twelve months from the Commencement Date of this Lease. Tenant shall make improvements in amounts not less than the amounts detailed in Exhibit "B" and shall submit its receipts for such improvements to Landlord to document Tenant's compliance with this Paragraph.

16. Construction Liens. Tenant shall promptly pay for all labor, services and materials furnished to the Leased Premises at the request of Tenant, and shall not permit any construction liens to be recorded against the Leased Premises. Tenant and Landlord acknowledge that as public property, the Leased Premises are not subject to attachment by a construction lien. In the event, however, that any such lien is recorded against the Leased Premises, Tenant shall remove the lien from the Leased Premises within thirty (30) days following written demand from Landlord by either paying the lien or transferring the lien to security in accordance with Florida Construction Lien Law. In the event Tenant fails to remove the lien from the Leased Premises within thirty (30) days following written demand, Landlord may, at its sole option and election, pay and satisfy the lien. In such event, all sums paid by Landlord to satisfy the lien shall become immediately due and payable by Tenant to Landlord as additional rent without notice or demand.

17. Liability Insurance; Indemnification. Throughout the Lease Term, Tenant shall continuously maintain in full force and effect general liability and property insurance with an A or A+ rated carrier protecting against personal injury, death, or property damage occurring upon the Leased Premises. Such insurance shall have combined single limits of no less than Two Million Dollars ($2,000,000.00) for each occurrence, shall have a minimum deductible of not more than Ten Thousand Dollars ($10,000.00) and shall name Landlord as additional named Insured. Such insurance shall be provided by a company authorized to do business in the State of Florida and shall be reasonably acceptable to Landlord. The policy of insurance shall include a provision prohibiting cancellation without at least thirty (30) days prior written notice to Landlord. Tenant shall provide proof to Landlord of the required insurance within fourteen (14) days of Tenant taking possession of the Lease Premises pursuant to this Lease and shall immediately provide proof of insurance at any time thereafter upon request for same by Landlord. Additionally, Tenant shall indemnify and hold Landlord harmless from and against any and all claims and demands (including attorneys' fees and court costs) for, or in connection with, any accident, injury, or damage whatsoever suffered by any person or caused to any property upon the Leased Premises including, without limitation, claims for loss, injury, or damage resulting from the condition of the Leased Premises, without regard to whether such claim arises in whole or in part from the act, omission, or negligence of Landlord, Tenant, or a third party.

18. Fire and Casualty Insurance. Throughout the Lease Term, Landlord shall continuously maintain in full force and effect fire and casualty insurance with an A or A+ rated carrier equal to the full insurable value of the improvements to the Leased Premises. Such insurance shall be maintained at the sole cost and expense of Landlord. The proceeds of such insurance shall be payable solely to Landlord. Landlord agrees to use the proceeds of such insurance to repair and restore the improvements to the Leased Premises following casualty unless this Lease is terminated as a result of the casualty pursuant to Paragraph 19, below.

19. Damage or Destruction of Leased Premises. Damage or destruction of the Leased Premises shall be governed by the following provisions:

(a) Definitions. For purposes of this Paragraph 19, the term "partial destruction" shall mean damage to the Leased Premises by fire or other casualty which, in Landlord's sole opinion, is reasonably capable of being repaired within one hundred twenty (120) days following the date of the casualty. The term "total destruction" shall mean damage to the Leased Premises by fire or other casualty, which, in Landlord's sole opinion, is not reasonable capable of being repaired within one hundred twenty (120) days following the date of the casualty.

(b) Partial Destruction. In the event of partial destruction of the Leased Premises, Landlord shall promptly and with due diligence repair the damage (exclusive of any Alterations to the Leased Premises made by Tenant) at Landlord's sole cost and expense.

(c) Total Destruction. In the event of total destruction of the Leased Premises, Landlord and Tenant shall make a mutually reasonable determination as to whether to rebuild and/or repair the Leased Premises. Such determination shall be made based upon the availability of insurance proceeds, permitting requirements, and the commercial viability of rebuilding, including the need to contract and manage the rebuilding or reconstruction of the Leased Premises. Should the Parties determine that the repair or reconstruction of a total destruction of the Leased Premises be unreasonable based upon a totality of the factors, Tenant shall be entitled to receive an amount equal to the amount of additional coverage purchased by Landlord through Landlord's property and casualty insurance carrier to cover any capital improvements made to the Leased Premises by Tenant; Tenant shall be responsible for notifying Landlord of any additional capital improvements to be insured upon completion of such improvements. In the event Landlord purchases such additional insurance, Tenant shall pay an amount equal to the annual additional insurance premium Landlord is charged by Landlord's property and casualty carrier for the additional coverage. Payment of said additional insurance premium shall be due in full within thirty days of Landlord providing notice to Tenant in writing of the additional insurance

premium amount. If Tenant elects to receive payment pursuant to this subparagraph, this Lease shall be terminated and the Parties shall be released each to the other.

(d) Abatement of Rent upon Casualty Rendering the Leased Premises Uninhabitable. If a casualty renders the Leased Premises uninhabitable, the payment of Rent shall be completely abated from the date of the casualty until the date the Leased Premises are substantially restored by Landlord and possession of the Leased Premises is redelivered to Tenant. The term of this Lease and any extensions thereof and any rent adjustments shall be automatically extended and/or delayed for the time period that the rent is abated. In no event shall Landlord be liable to Tenant for any damage to, or any inconvenience or interruption of, the business of Tenant conducted on the Leased Premises, which may be occasioned by such casualty. Tenant's sole remedy in the event of a casualty loss to the Leased Premises shall be the abatement of rent specifically set forth herein.

(e) Repair and Restoration. If this Lease is not terminated as a result of a casualty loss, Landlord shall promptly and diligently proceed to repair and restore the Leased Premises to a condition substantially similar to that existing prior to the date of the casualty. The restoration and repairs shall be performed in a workmanlike manner in full compliance with all applicable building codes, ordinances, rules, and regulations. The means and methods by which the repair and restoration is performed shall be in the sole discretion of the Landlord. Landlord reserves the right to repair or reconstruct the Leased Premises in a manner which differs from the original plans and specifications, provided the Leased Premises is repaired or Landlord further reserves the right to repair or reconstruct the Leased Premises using equipment and materials which differ from those used in the original construction of the Leased Premises, provided such changes do not materially affect the quality or general appearance of the Leased Premises.

(f) Availability of Insurance Proceeds. Notwithstanding anything to the contrary set forth in this Paragraph 19, Landlord shall have no obligation to repair or reconstruct the Leased Premises following a casualty loss if the available insurance proceeds are insufficient or unavailable to pay the full cost of such repair or restoration. In the event insurance proceeds are insufficient or unavailable to pay the full cost to repair or restore the damage following a casualty loss, Landlord may elect not to repair or restore the damage without regard to whether the damage constitutes partial destruction or total destruction. If Landlord elects not to repair or restore the damage due to insufficiency or unavailability of insurance proceeds, Landlord shall provide written notice of such decision to Tenant within ninety (90) days following the date of the casualty. In such case, this Lease shall be deemed terminated as of the date of said notice. However, nothing contained herein shall be construed

to eliminate, restrict or otherwise limit the Landlord's obligation to the Tenant as set forth in Paragraph 19(c).

(g) Tenant's Repair Obligation. Except as otherwise provided herein, Landlord shall only be obligated to repair or restore the Leased Premises following a casualty loss to its condition as of the date of the loss. Tenant shall be solely responsible for repairing or restoring any Alterations made to the Leased Premises by Tenant and Tenant's fixtures, leasehold improvements, and personal property. Landlord may require Tenant to provide Landlord with acceptable proof that Tenant has funds available to perform such repair or restoration prior to Tenant commencing repair or restoration of alterations made to the Leased Premises prior to the casualty.

20. Assignment and Subletting. Subletting of any portion of the Leased Premises is prohibited. Assignment of this Lease shall be subject to the following terms and conditions:

(a) Restriction. Tenant shall not, either voluntarily or by operation of law, assign or otherwise transfer this Lease of any interest herein, or sublet the Leased Premises or any part thereof, or permit Tenant's business to be operated by anyone other than Tenant and Tenant's employees (hereinafter collectively referred to as a "Transfer"), without the prior written consent of Landlord, which shall not be unreasonably withheld. The parties hereto expressly recognize that Tenant's reputation, experience, expertise and business model are significant factors in Landlord's agreement to this Lease. The parties hereto agree that Landlord shall have the right to refuse its consent to any proposed Transfer to a person or entity that does not have comparable reputation, experience, expertise, financial ability or business model to Tenant. Notwithstanding the foregoing, Tenant may Transfer this Lease to a corporate entity in which Tenant owns at least fifty-one percent (51%) of the issued shares or other ownership interests. Upon any Assignment or Transfer of the entirety of Tenant's interest in the Leased Premises pursuant to the requirements and restrictions of this Paragraph 20, all tenant rights and responsibilities accruing on or after the date the Assignment or Transfer is final shall be solely the rights and responsibilities of the tenant accepting the Assignment or Transfer and the assigning tenant shall be relieved of all rights and responsibilities accruing on or after the date the Assignment or Transfer is final.

(b) Landlord's Consent. In the event Tenant desires to Transfer this Lease or any rights hereunder, Tenant shall request Landlord's consent to the Transfer at least sixty (60) days in advance of the date the Transfer is proposed to become effective. Tenant shall provide Landlord with such information as Landlord may request to consider Tenant's proposed Transfer. Any reasonable expenses incurred by Landlord to review Tenant's request to consent to a proposed Transfer, including reasonable legal fees, shall be paid

by Tenant as a condition of Landlord's consideration of the request. Landlord's consent to a Transfer must be in writing signed by Landlord.

21. Default by Tenant. Each of the following shall be an event of default ("Event of Default") by Tenant:

(a) If Tenant fails to pay in full any Base Rent, or other monetary sums payable by Tenant to Landlord under this Lease or any part hereof within fifteen (15) days following written demand from Landlord; or

(b) If Tenant fails to comply with any of the agreements, terms, covenants, or conditions in this Lease other than those referred to in the foregoing Subparagraph (a) within thirty (30) days after written notice from Landlord to Tenant specifying the items in default; or

(c) If Tenant abandons the Leased Premises, as that term is defined by the non-residential section of the Florida Landlord and Tenant Act at the time of abandonment; if Tenant is named in a petition in bankruptcy, whether voluntary or involuntary; if a receiver is appointed for all or substantially all of Tenant's property; if Tenant takes advantage of any debtor relief proceedings under any present or future laws; or if Tenant makes an assignment for the benefit of creditors.

22. Landlord's Remedies Upon Default. Upon the occurrence of an Event of Default by Tenant, Landlord shall have the option, in Landlord's sole discretion, to pursue any one or more of the following remedies: (a) Landlord shall have the right to cancel and terminate this Lease and immediately dispossess Tenant; (b) Landlord shall have the right, without first terminating or canceling this Lease and without waiving the right to seek immediate possession of the Leased Premises, to declare the Base Rent to be accelerated and immediately due and payable in full for the remainder of the Lease Term, and to collect thereafter any and all Percentage Rent and other sums coming due in accordance with the terms and conditions of this Lease; (c) Landlord may elect to enter the Leased Premises and relet the Leased Premises for Tenant's account, holding Tenant liable in damages as set forth in Paragraph 23, below (d) Landlord may enter upon the Leased Premises and do whatever Tenant is obligated to do under the terms of this Lease (and Tenant agrees to reimburse Landlord on demand for any expenses which Landlord may incur in effectuating compliance with Tenant's obligations under this Lease as additional rent, and Tenant further agrees that Landlord shall not be liable for any damages resulting to Tenant from such action); or (e) Landlord may exercise any and all other rights and remedies permitted under Florida Law, whether at law or in equity. All such remedies of Landlord shall be cumulative, and enforcing one or more of the remedies herein provided upon an Event of Default shall not be deemed or construed to constitute waiver of such default, or an election of remedies.

23. Landlord's Right to Relet Upon Default. Should Landlord elect to enter and relet the Leased Premises for Tenant's account pursuant to Paragraph 22, above, Landlord shall be entitled to make such alterations and repairs to the Leased Premises as may be necessary or desirable in order to relet the Leased Premises, and shall further be entitled to relet the Leased Premises or any part thereof to such tenant or tenants, for such term or terms (which may be for a term extending beyond the Lease Term), at such rental or rentals, and upon such other terms and conditions as Landlord deems advisable, in its sole discretion. Upon reletting, the Tenant shall be released of any and all liability for the payment of any obligations paid by the tenant to which the Leased Premises have been relet.

24. Landlord's Right to Cure. Notwithstanding the notice provisions set forth in Paragraph 21, above, if Tenant defaults in the performance of any covenant on Tenant's part to be performed pursuant to any provision, agreement, or covenant of this Lease, which default creates a condition which is dangerous to persons or which is likely to cause further damage to the Leased Premises, Landlord may immediately give oral or written notice to Tenant, directing that Tenant perform the same within a reasonable period of time as established by such notice. In the event that Tenant fails to comply with the applicable provision of this Lease within the period of time established by such notice, Landlord shall have the right to perform the same for the account of Tenant, in which event Tenant shall reimburse Landlord for all expenses incurred by Landlord in performing such obligation as additional rent. Landlord's notice to Tenant, when related to conditions which are a danger to persons or which are likely to cause further damage to the Leased Premises and therefore need immediate action by Tenant, may be delivered to Tenant's person in charge of the Leased Premises in addition to the notice provided for in Paragraph 33. Landlord's right to cure as set forth in this Paragraph, shall be in addition to Landlord's other remedies upon the occurrence of an Event of Default, as otherwise provided herein. However, Landlord agrees that it will not pursue any such other remedies until thirty (30) days after Landlord gives tenant written notice to reimburse Landlord for all expenses uncured by Landlord in curing Tenant's default pursuant to this Paragraph.

25. Default by Landlord. Landlord shall be deemed in default of this Lease should Landlord fail to comply with any of the agreements, terms, covenants, or conditions of this Lease for a period of thirty (30) days after notice from Tenant to Landlord specifying the items in default; provided, however, if such default cannot reasonably be cured by Landlord through the exercise of due diligence within thirty (30) days following the date of said notice, then Landlord shall have such additional time as is reasonably necessary to cure such default provided Landlord diligently and continuously pursues such action as may be necessary to cure such default. Upon default by Landlord, Tenant shall have the option, in Tenant's sole discretion, to either (a) terminate this Lease on notice to Landlord, or (b) perform the same for the account of Landlord, and demand that Landlord reimburse Tenant for all expenses reasonably incurred by Tenant to cure Landlord's default. If Landlord fails to reimburse Tenant within thirty (30) days following written demand, Tenant shall be entitled to recover its reasonable attorneys' fees and court costs incurred to obtain

reimbursement pursuant to Paragraph 29. Except as otherwise expressly provided herein, in no event shall Tenant have the right to deduct or set-off any amounts claimed to be due Tenant from the Base Rent, Percentage Rent, or any other payment from Tenant to Landlord provided in this Lease.

26. Signage. All signage located upon the Leased Premises shall be maintained in good condition and repair by Tenant, at Tenant's sole expense. All signage and modifications thereto, except changes to copy, shall require written approval and permitting by Landlord, which shall not be unreasonably withheld.

27. Entry by Landlord. Landlord and its agents or representatives shall have the right to enter the Leased Premises to inspect the Leased Premises and to maintain or make repairs, alterations, additions, renovations, or restorations to the Leased Premises. If reasonably necessary for the protection and safety of Tenant and its employees, Landlord shall have the right to temporarily close the Leased Premises. Entry by Landlord hereunder shall not constitute a constructive eviction or entitle Tenant to any abatement or reduction of rent except as otherwise expressly provided herein. Landlord agrees to give Tenant at least forty-eight (48) hours notice prior to entering the Leased Premises to make repairs authorized under this Paragraph, unless such repairs are necessary to address a life or safety situation. If Tenant does not provide Landlord with keys to the Lease Premises, and Landlord requires emergency access to the Leased Premises for any reason, Tenant shall be solely responsible for any damage caused by Landlord in obtaining emergency access.

28. Quiet Enjoyment. Provided that Tenant performs all its obligations hereunder, Tenant shall have and peacefully enjoy the Leased Premises during the Lease Term free of claims by or through Landlord, subject to all of the terms and conditions contained in this Lease.

29. Attorneys' Fees. If either Landlord or Tenant shall commence any action or other proceeding to construe or enforce this Lease, the prevailing party in such action shall be entitled to recover reasonable attorneys' fees and court costs incurred in such action from the non-prevailing party, in addition to any other relief, including fees and costs incurred on appeal.

30. Indemnification. Should Landlord be made a party to any litigation instituted by Tenant against a party other than Landlord or by a third party against Tenant, Tenant shall indemnify, hold harmless, and defend Landlord from any loss, cost, liability, damage, or expense incurred by Landlord (including attorneys' fees and court costs) in connection with such litigation.

Should Tenant be made a party to any litigation instituted by Landlord against a party other than Tenant or by a third party against Landlord, Landlord shall indemnify, hold harmless, and defend Tenant from any loss, cost, liability, damage, or expense incurred by Tenant (including attorneys' fees and court costs) in connection with such litigation provided that Landlord's duty to indemnify pursuant to this Lease

shall be limited to the same amount Landlord's tort liability would be limited to pursuant to Chapter 768, Florida Statutes, as amended from time to time.

31. Surrender of Leased Premises. Upon expiration of the Lease Term or earlier termination of this Lease, Tenant shall surrender the Leased Premises to Landlord in the same condition as on the execution of this Lease, subject to reasonable wear and tear. All Alterations shall be conclusively deemed fixtures of the Leased Premises and shall become the property of Landlord upon the expiration or earlier termination of this Lease. Tenant shall, at its sole expense, remove all business and trade fixtures, machinery and equipment, furniture and other items of personal property owned by Tenant or installed by Tenant in the Leased Premises. Any damage to the Leased Premises caused by such removal shall be repaired by Tenant to the reasonable satisfaction of Landlord. If Tenant fails to remove any such items within forty-five (45) days after the expiration or earlier termination of this Lease, any items not removed from the Leased Premises by Tenant may be deemed to have been abandoned by Tenant and may be retained or disposed of by Landlord in any manner Landlord may see fit.

32. Holdover Tenancy. If Tenant holds possession of the Leased Premises after the Lease has terminated, by lapse of time or otherwise, Tenant shall become at sufferance upon all of the terms contained herein, except as to the Lease Term and Base Rent. During such holdover period, Tenant shall pay to Landlord a monthly Base Rent equal to 200% of the Base Rent payable by Tenant to Landlord during the last month of the Lease Term. The monthly rent for such holdover period shall in no event be construed as a penalty or as liquidated damages for such retention of possession. The payment of such additional Base Rent, however, shall not be deemed to extend the term of this Lease.

33. Notices. Any notice given or required to be given in connection with this Lease shall be in writing and shall be delivered either by hand delivery, by registered or certified mail with return receipt requested, or by an overnight courier service which provides a receipt or other evidence of delivery; provided, however, oral notice may be given under the circumstances set forth in Paragraph 24. Notices to Landlord shall be delivered at: 105 S. 2nd Street, Flagler Beach, Florida 32136. Notice to Tenant shall be delivered at: P.O. Box 731233, Ormond Beach, Florida 32173. Notices delivered by registered or certified mail shall be deemed received on the earlier of the third day following the date the notice was mailed with sufficient postage prepaid or the delivery date indicated on the return receipt. Either party may change its address by providing the other party with such change via certified mail, return receipt requested. Tenant shall maintain a domestic address for receipt of notice.

34. Relationship of Parties. It is understood and agreed that the relationship of the parties hereto is strictly that of Landlord and Tenant, that this Lease is entered into on arms-length basis, and in no manner shall this Lease be construed as granting an ownership right to Landlord in Tenant's business. It is

further understood and agreed that this Lease is not intended, nor shall it be construed, as creating a joint venture or other business relationship between Landlord and Tenant other than s expressly provided in this Lease.

35. Waiver of Jury Trial. Tenant and Landlord hereby knowingly and voluntarily waive trial by jury in any action whatsoever brought by Landlord or Tenant to construe or enforce this Lease. The foregoing waiver is a material inducement to the willingness of Landlord and Tenant to enter this Lease.

36. No Pending Claims Against Tenant. Tenant hereby warrants and represents that there are no administrative claims or lawsuits pending or threatened against Tenant as of the date Tenant has executed this Lease.

37. No Recordation. Tenant's recordation of this Lease or any memorandum or short form of it will be void and constitute default under this Lease.

38. Amendments. This Lease shall not be amended, changed, or modified except in writing executed by Landlord and tenant. Landlord shall not have waived or released any of its rights hereunder unless in writing and executed by Landlord.

39. Binding Effect. Except as expressly provided herein, this Lease shall be binding upon the parties hereto, their respective heirs, personal representatives, successors, and assigns, and all of the terms covenants, and provisions herein shall inure to the benefit of their respective heirs, personal representatives, successors, and assigns.

40. Interpretation. Tenant acknowledges that it has read and reviewed this Lease and that it has had the opportunity to confer with counsel in the negotiation of this Lease. Accordingly, this Lease shall be construed neither for nor against Landlord or Tenant, but shall be given a fair and reasonable interpretation in accordance with the meaning of its terms and the intent of the parties.

41. Independent Covenants. Each covenant, agreement, obligation, or other provision of this Lease to be performed by Tenant are separate and independent covenants of Tenant and are not depended on any other provision of this Lease.

42. Severability. In the event any provision of this Lease is found to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Lease shall not be affected, and any provision found to be invalid shall remain unenforceable to the extent permitted by law. The parties agree that in the event two different interpretations may be given to any provision hereunder, one of which will render the provision unenforceable, and one which will render the provision enforceable, the interpretation rendering the provision enforceable shall be adopted.

43. Governing Law; Venue. This Lease shall be construed and enforced in accordance with the laws of the State of Florida. Venue for any action or suit brought

in connection herewith shall be commenced only in the court of appropriate jurisdiction located in Flagler County, Florida.

44. Time of the Essence. Time is of the essence of this Lease and the performance of all obligations hereunder.

45. Headings. The headings, captions, titles, and numerical references used herein are inserted merely as a matter of convenience, and shall not alter or have any effect upon the meaning, terms, or substance of this Lease.

46. Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your County Health Department.

47. Number and Gender. Whenever the context hereof so requires, the single shall include the plural, and the use of masculine or neuter terms shall be construed to include all genders.

48. Entire Agreement. This Lease constitutes the sole and only agreement of the parties hereto, and supersedes any prior understandings or written or oral agreements regarding the subject matter contained herein. Landlord has not made, and Tenant is not relying upon, any warranties, representations, promises, or statements made by Landlord or any agent of Landlord except as expressly set forth herein.

49. Force Majeure. Neither party shall be liable to the other for failure to perform any obligation or responsibility under this Lease within the time period required for such performance if performance is prevented by the occurrence of an event which is beyond the control of the party, including, without limitation, strike, labor disputes, acts of God, war, or civil insurrection or legislative act making any of the obligations of this Lease impossible. In such event, the amount of time for the party to perform shall be extended by the amount of time performance is delayed by reason of any force majeure event.

50. Nature of the Property Surrounding the Leased Premises. The parties hereto expressly recognize that the Leased Premises are adjacent to the City Pier and beach and that public events and activities consistent with such uses, including festivals, fundraising events and fireworks displays may continue to occur on or over the beach and City Pier and in the airspace over the Leased Premises during the term of this Lease. Landlord shall not construct any building or facility that will block the view of the ocean from the Leased Premises unless such building or facility is in the interest of protecting the health, safety and welfare of the citizens and visitors to

Flagler Beach. In the event that Landlord constructs any building or facility, Landlord shall attempt to work with Tenant to minimize any impact on Tenant's view.

51. Competing Food and Drink at Pier. The parties hereto acknowledge that the City owns additional property at the City of Flagler Beach Pier that may be leased or used for commercial purposes. Landlord agrees to include language in any leases that it may enter with regard to such properties at the Pier to prohibit food and drink sales that may compete directly or indirectly with the food, ice cream, and beverage service provided by the Tenant at the Leased Premises. Landlord agrees that it will not compete directly or indirectly with the food, ice cream, and beverage service provided by the Tenant at the Leased Premises. These provisions shall not prohibit the sale or dispensing of prepackaged food, ice cream, and bottle and canned drinks including but not limited to chips, candy, crackers, bottled water, bottled soft drinks, and ice at any properties managed or leased by Landlord at the Pier.

52. Execution by Katalin Myer. Landlord and Tenant recognize that the Leased Premises is currently governed by a lease agreement between Katalin Myer and the City of Flagler Beach. It is the intent of the parties hereto, that Katalin Myer shall retain possession of those portions of the Leased Premises included in the lease agreement between Charles Myer Enterprises and the City of Flagler Beach until Katalin Myer transfers her existing business and property to the Tenant in accordance with the terms of the contract executed between Katalin Myer and the Tenant, until September 1, 2011, or until the expiration of the lease agreement between Charles Myer Enterprises and the City of Flagler Beach, whichever shall occur first (the "Transfer of Possession Date"). It is the intent of all parties hereto that all provisions of this Lease except Tenant's right to possession of the Leased Premises shall be operative and enforceable beginning on the Commencement Date.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease in form sufficient to bind them.

"LANDLORD"

CITY OF FLAGLER BEACH

Alice M. Baker

Alice Baker, Mayor

Date: 6-20-11

Attest:

Penny Overstreet

Penny Overstreet, City Clerk

"TENANT"

Witness: Elizabeth E. Kania
Print Name: Elizabeth E. Kania
Witness: [illegible]
Print Name: [illegible] Overstreet

Raymond Barshay
By: Raymond Barshay
Date: 8/30/11

CONSENT TO EARLY TERMINATION

I agree to termination of the Lease entered by and Meyer between the City and Charles ~~Myer~~ Meyer Enterprises, Inc. on September 14, 1990 (the "~~Myer~~ Lease") including any and all amendments thereto; I further agree that such termination of such Lease shall be effective as of the date I transfer the assets of the business located at the Leased Premises to Raymond Barshay or a corporate entity affiliated with Raymond Barshay. I understand and recognize that my possession of the property described in the ~~Myer~~ Meyer Lease shall continue until the date the business assets are transferred, until September 1, 2011 unless this Lease Agreement with Mr. Barshay has been terminated prior to said date or until the expiration of the term of the ~~Myer~~ Meyer Lease, whichever shall occur first, and that such possession shall continue to be governed by the terms of the ~~Myer~~ Meyer Lease, including any amendments thereto. It is expressly recognized that my execution of this document solely indicates my agreement to terminate the ~~Myer~~ Meyer Lease and I am not bound or governed by any terms contained in the Lease Agreement between the City and Raymond Barshay.

f/ Katalin Meyer

f/ Katalin Meyer

KATALIN ~~MYER~~ Meyer

DATE: 8-23-11

EXHIBIT "A"

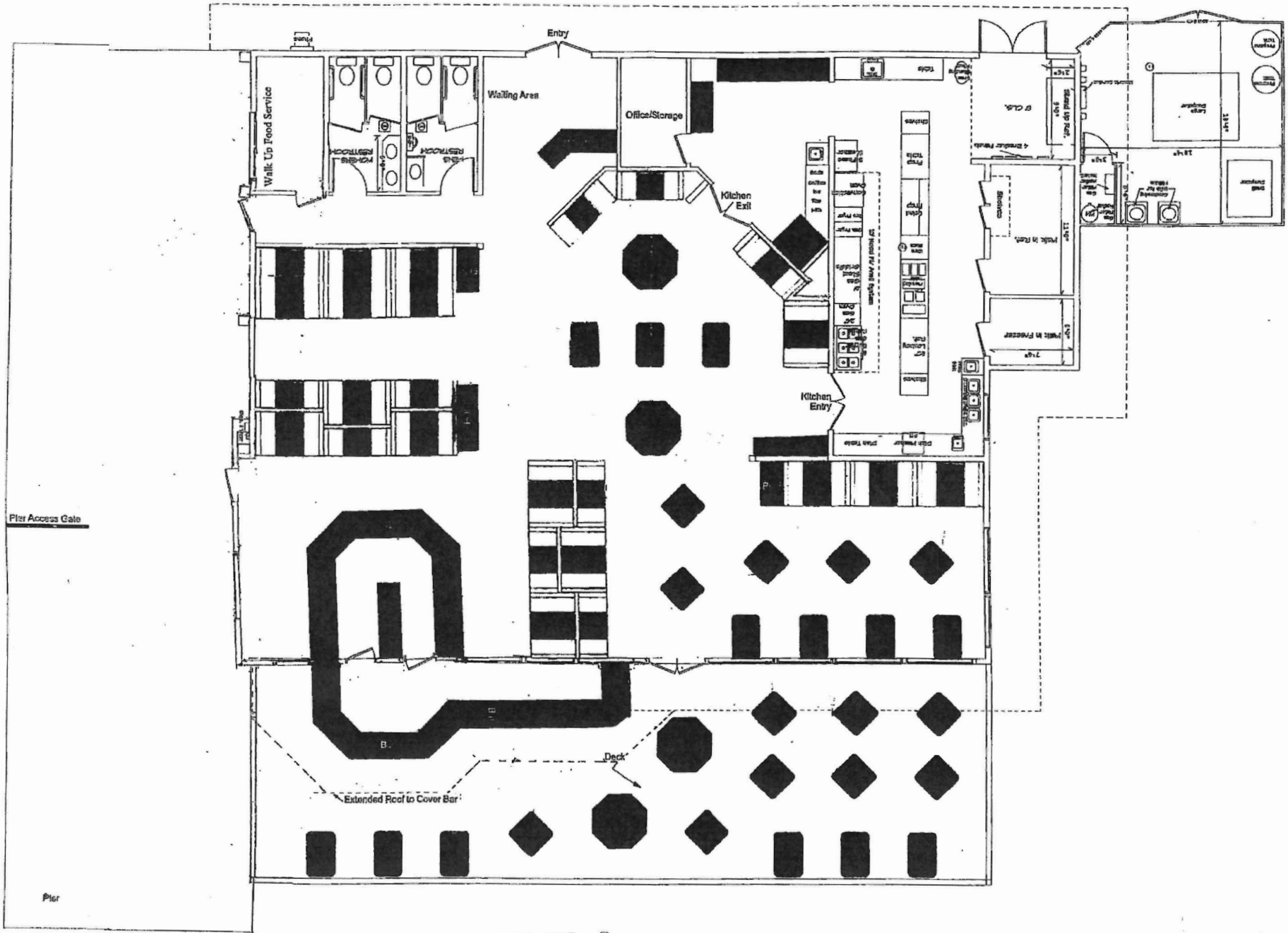
Entry
Walk Up Food Service
Waiting Area
Office/Storage
Kitchen Exit
Kitchen Entry
Pier Access Gate
Deck
Extended Roof to Cover Bar
Pier

EXHIBIT A

City of Flagler Beach

P.O. Box 70 • 105 South 2nd Street
Flagler Beach, Florida 32136

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

July 29, 2011

Mr. Raymond Barshay
P.O. Box 731233
Ormond Beach, Florida 32173

RE: City of Flagler Beach Amendment of Pier Lease Offer

Dear Mr. Barshay:

As approved by the City Commission at its regular Commission meeting on July 28, 2011, please be advised that the City has amended its offer regarding the Pier Restaurant Lease as described in Exhibit "A" attached hereto. In short, the modification strikes the thirty day notice requirement prior to the limited termination right provided in Paragraph 15(b) of the Lease Agreement. Upon your acceptance and execution of the Lease Agreement, please execute and have witnessed where identified on Exhibit "A" in order to fully accept the City's proposal of the Lease.

Very Truly Yours,

Alice M. Baker

Alice Baker, Mayor

EXHIBIT "A"

Paragraph 15 (b) is amended as follows [deletions identified by ~~strikethrough~~]:

During the first twelve months after the Commencement Date of this Lease Tenant may, at its option, construct a deck attached to the Leased Premises not to exceed 1,600 square feet, subject to permitting and approval by Landlord of the size, location and design of the deck, which approval shall not be unreasonably withheld. Landlord shall cooperate with the Tenant in seeking necessary State approval for the deck. In the event Tenant completes construction of said deck within twelve months from the Commencement Date, subject to annual appropriations, Landlord shall reimburse Tenant's design, permitting (including necessary State approvals), labor and materials costs incurred in construction of the deck up to a maximum reimbursement from Landlord of $50,000.00. Tenant may request the amount of time to complete said deck be extended up to an addition twelve (12) months, approval of which shall not be unreasonably withheld. The parties expressly recognize and agree that Landlord's commitment to reimburse the costs of the deck design and construction is limited to the structural elements of the deck and that Landlord shall not reimburse costs incurred to install any outdoor utilities on the deck. In the event of default by Landlord of its agreement to reimburse the costs described in this paragraph, Tenant's sole recourse shall be a credit against future rental payments due from Tenant to Landlord pursuant to this Lease. Prior to September 1, 2011, if necessary State approvals to construct the deck are not obtained, either party may terminate this Agreement with ~~thirty days~~ written notice to the other party; After September 1, 2011, neither party shall have the right to terminate this Agreement based on the inability to obtain State approvals for construction of the deck referenced herein. In the event either party exercises its right to terminate this Lease pursuant to this paragraph and Landlord subsequently obtains State approval for construction of a deck Tenant shall be reimbursed any expenses up to $50,000 it incurred related to such State approval that was material to the State approval ultimately received.

"LANDLORD"

CITY OF FLAGLER BEACH

Alice M. Baker

Alice Baker, Mayor

Date: 8-3-11

AGREEMENT FOR STORM RELATED REPAIRS TIME & MATERIALS

This agreement made this 10 day of, OCTOBER, by and between FLAGLER COUNTY (Owner®) and Advanced Roofing. Inc. (ARI®) for the performance of emergency storm related roof repairs to Owners property location at FLAGLER CITY HALL FUNKY PELICAN whereby it is agreed as follows:

WHEREAS the roof on Owners property has been damaged by storm related winds and requires repair on an emergency basis;

NOW THEREFORE in consideration of the mutual covenants of each to the other and other good and valuable consideration paid in hand the sufficiency of which is hereby acknowledged it is hereby agreed as follows:

1. Unless otherwise stated in writing, Owner agrees to pay ARI on a time and materials basis, payment due when invoiced. ARI has the right, in its sole discretion, to request a deposit before commencing any work. ARI also has the right to stop work in the event Owner fails to timely pay any invoice. The rates are consistent with established rates charged by ARI through Roof Connect, an organization of roofers throughout the United States. The labor rates, material prices, based upon RoofConnect Emergency Maintenance Services Hourly Rate Schedule and Materials Price Schedule; and equipment prices, based upon the applicable National Roofing Contractors Association Equipment Cost Schedule. If permits are required, before or after the work is performed . this will be billed and paid as a separate item. Owner represents that it has the ability to pay for the repairs and that payment is not conditioned upon Owner's receipt of insurance proceeds or other financing.

Owner understands that in post storm conditions ARI's first priority is to use its best efforts to make emergency repairs to as many structures as possible and may not have the manpower, equipment or means for trash and debris removal. That responsibility will remain with Owner unless otherwise agreed in writing. However, if ARI is able to remove the roof debris at the time of the emergency repair it is authorized to do so at an additional cost to the Owner. ARI agrees to make emergency repairs and to use its best effort to temporarily repair those areas of the roof damaged by the storm. Owner acknowledges and agrees that (a) any emergency repairs performed by ARI are temporary only and (b) ARI shall not be responsible or liable for any leaks or resulting damage that occurs after the emergency repairs are performed. This acknowledgment includes roof repairs and service work as well as temporary roofs. In the case of temporary roofs. ARI will select the type of temporary roof dependent upon materials and equipment available, and generally does not include flashing. gutters or other components of a full roof system. Temporary roofs must be replaced with a pelmanent roof in order to properly secure the property. Emergency repairs and roofs are not guaranteed and are provided with no warranty against future leaks or property damage. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. ARI DISCLAIMS ANY IMPLIED WARRANTY, INCLUDING WARRANTY OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

2. Owner agrees that it will not hold ARI responsible for any failure of the storm repairs and shall hold ARI harmless and indemnify it against any claim for injury or damage arising from the alleged failure of storm repairs or related thereto.

3. This agreement shall be governed by the laws of the State of Florida. Should any dispute arise

between the parties hereto with regard to any of the forgoing, the proper venue for any such dispute shall be Broward County, Florida.

4. In the event either of the parties hereto is compelled to enforce any portion of this agreement hereof, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs up to and including post judgment and appellate level proceedings.

5. ARI agrees that it will get to Owner's property as soon as it can allocate the necessary manpower and equipment, which generally should be within 30 days from the execution hereof. In the event Owner obtains the services of another roofer to do the work before ARI has mobilized to the property site this contract shall be null and void without penalty to either party. Owner acknowledges and agrees that ARI shall not be responsible or liable for any damage caused by rain or other acts of god that occur after execution of this agreement and before the emergency repairs commence.

6. There are no promises, representations or understandings outside of the terms stated in this agreement, which represents the complete agreement between the parties. Any promises, representations, or understandings made prior to the execution of this agreement are deemed merged herein. No modification of this agreement shall be valid unless in writing, signed by the party against whom the change is asserted. Any notification required by this contract shall be made in writing.

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

CHAPTER 558, FLORIDA STATUTES, SHALL APPLY TO ANY CLAIM OR ACTION ARISING OUT OF OR RELATING TO THE IMPROVEMENTS PROVIDED PURSUANT TO THIS AGREEMENT.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and date above written.

ADVANCED ROOFING, INC.

By _____

JASON CARRUTH

OWNER

Authorized agent of Advanced Roofing

By_____ Authorized Agent of Owner

Type in full legal name of Property Owner: _____

All contact phone numbers:

_____

_____

Billing address if different than property address:

_____

_____

_____

ORDINANCE 2012-12

AN ORDINANCE OF THE CITY OF FLAGLER BEACH, FLORIDA, AUTHORIZING AND APPROVING THE FIRST ADDENDUM TO THE LEASE AGREEMENT FOR THE PIER RESTAURANT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Flagler Beach is the owner of property located at 215 Oceanshore Boulevard and having Flagler County Tax Parcel ID 12-12-31-4500-00700-0250 ("the Pier"); and

WHEREAS, the City Commission of the City of Flagler Beach approved by ordinance a Lease Agreement with Ray Barshay for the Pier Restaurant; and

WHEREAS, the City and Mr. Barshay desire to amend the Lease Agreement as set forth in Exhibit "A" hereto.

NOW THEREFORE, BE IT ENACTED by the City Commission of the City of Flagler Beach, Florida:

SECTION 1. The Lease Agreement between the City of Flagler Beach and Ray Barshay for the Pier Restaurant is amended as set forth in Exhibit "A" hereto and the Mayor is hereby authorized to execute the First Addendum to the Lease Agreement on behalf of the City of Flagler Beach, Florida.

SECTION 2. This Ordinance shall become effective immediately upon its adoption as provided by law.

PASSED ON FIRST READING THIS 9TH DAY OF AUGUST, 2012.

PASSED AND ADOPTED THIS 13TH DAY OF SEPTEMBER, 2012.

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

Linda Provencher, Mayor

ATTEST:

Penny Overstreet, City Clerk

S:\CityClerk\2012\Commission\Ordinance\Ordinance 2012-12.docx

FIRST ADDENDUM TO LEASE AGREEMENT

THIS FIRST ADDENDUM TO LEASE AGREEMENT (the "First Addendum"), is made and entered into this 6th day of AUGUST, 2012, by and between the City of Flagler Beach, Florida, a municipal corporation (the "Landlord") and Raymond Barshay, (the "Tenant"), upon the following terms and conditions:

WHEREAS, the City and Tenant have entered into a Lease Agreement regarding the Pier Restaurant; and

WHEREAS, the City and Tenant desire to make this First Addendum to the Lease Agreement amending certain terms of the Lease Agreement; and

WHEREAS, specifically, by this First Addendum, the Parties intend to amend the Move-In Date of the Lease Agreement, which date represents the date upon which the Lease Term is calculated as well as the date upon which Tenant must begin paying rent to the City; and

WHEREAS, pursuant to the Lease Agreement the Move-In Date was April 29, 2012; and

WHEREAS, by this First Addendum, the Parties intend to provide for postponement of the Move-In Date to October 1, 2012 while Tenant completes necessary alterations to the Leased Premises prior to opening for business; and

WHEREAS, by this First Addendum, the Parties also intend to reduce the amount of credit for repairs, the Tenant is allowed to recoup from the City in the form of rent reductions by Five Thousand Dollars which represents waiver by Tenant of five months' worth of rent reductions provided for in the original Lease Agreement; and

WHEREAS, the City and Tenant intend for this Addendum to be attached to and become a part of the Lease Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein and within the original Lease Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows (Note, deletions are identified by ~~strikethrough~~ and additions are identified by underline):

SECTION 1. Paragraph 4 of the Lease Agreement is amended as follows:

> 4. Tenant's Duty to Repair. Tenant agrees that upon the effective date of this Lease granting Tenant possession of the Leased Premises, Tenant shall institute and follow through to completion all repairs, other than those described in Paragraph 3, above, necessary to bring the Leased Premises and the structures located thereon into compliance with all

governing building codes, fire codes and other applicable regulations (hereinafter the "Tenant Repairs"). In the event the cost of the Tenant Repairs is estimated to exceed $35,916, the Tenant may terminate this Lease upon written notice to Landlord. In the event the cost of the Tenant Repairs is estimated to exceed $100,000, the Landlord may terminate this Lease upon written notice to the Tenant. In the event Tenant completes the repairs provided for in this paragraph Tenant shall be credited the total cost of such repairs up to a maximum credit of ~~$20,916~~ $15,916 as Advance Rent. The Advance Rent credit shall be applied toward Tenant's rental payment obligations as follows:

(a) $1,000.00 of the Advance Rent shall be applied monthly toward Tenant's rental payment obligation as a rent credit until the balance of the Advance Rent is reduced to $9,000.00;

(b) The Advance Rent remaining after application of the credits described in (a), above, shall be applied toward Tenant's rental payment obligations and any other payments due and unpaid by Tenant to Landlord at the end of the Term of this Lease, including any extensions thereof.

SECTION 2. Paragraph 5 of the Lease Agreement is amended as Follows:

5. Effective Date of Lease; Calculation of Lease Term; Option to Extend. This Lease shall be effective upon execution by all parties hereto, including execution of the Consent to Early Termination clause by Katalin Myer (the "Commencement Date"). The original Lease Term shall end on the first calendar day exactly ten years after the first of the following to occur (the "Move-in Date"):

(a) Tenant opens the restaurant for service of customers;

(b) Tenant is issued a certificate of occupancy; or

~~(c) The 121st day after Tenant has applied for any building permit related to the Leased Premises except any permits related to construction of the deck described in Paragraph 15(b). Provided, however, Tenant may request the time provided in this subsection be extended up to 90 days if necessary permits have not yet been issued and Landlord shall not unreasonably deny any such request. Tenant shall apply for~~

~~all building permits necessary to complete the repairs described in Paragraph 4, above, within 60 days from September 1, 2011 or the date Tenant receives confirmation, in a form acceptable to Tenant, that the State will allow construction of a deck as referenced in Paragraph 15, herein, whichever occurs earlier.~~

c) October 1. 2012.

~~Within a reasonable time after the Move in Date, the parties hereto shall execute an addendum to this Lease memorializing the Move in Date. Failure by the parties, however, to execute such addendum shall in no way affect the validity of this paragraph or the calculation of the Move in Date.~~

Tenant shall have the option to extend the original Lease Term for three (3) consecutive five (5) year terms. Tenant shall exercise the First Option for an additional five (5) year term by written notice delivered to Landlord on or before nine months prior to the end of the original Lease Term. If Tenant exercises the First Option, the original Lease Term will be extended upon the same terms and conditions as set forth herein.

If the Tenant exercises the First Option, it shall, at the end of the term of the First Option, have an additional option to extend the term another five (5) years (the "Second Option"). Tenant shall exercise the Second Option by providing written notice to Landlord of such exercise on or before nine months prior to the end of the First Option period. If Tenant exercises the Second Option, the Lease Term will be extended upon the same terms and conditions as set forth herein.

If the Tenant exercises the Second Option, it shall, at the end of the term of the Second Option, have an additional option to extend the term another five (5) years (the "Third Option"). Tenant shall exercise the Third Option by providing written notice to Landlord of such exercise on or before nine months prior to the end of the Second Option period. If Tenant exercises the Third Option, the Lease Term will be extended upon the same terms and conditions as set forth herein.

Notwithstanding the foregoing, Tenant shall have no right to exercise any Option if: a) Tenant is in default of any term of the Lease at the time Tenant attempts to exercise the Option; b) Tenant is in default of any term of the Lease on the date the Option becomes effective; or c) Tenant has regularly

and habitually failed to fully comply with the terms and conditions of the Lease.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease in form sufficient to bind them.

"LANDLORD"

CITY OF FLAGLER BEACH

Linda Provencher

Linda Provencher, Mayor

Date: 8/9/12

Attest:

Penny Overstreet, City Clerk

"TENANT"

Witness:

Print Name:

Witness:

Print Name:

By: Raymond Barshay

Date: 8/6/12

THE NEWS-JOURNAL

Published Daily and Sunday
Daytona Beach, Volusia County, Florida

State of Florida,
County of Volusia

Before the undersigned authority personally appeared

Cynthia Maley

who, on oath says that she is .....

LEGAL COORDINATOR

of The News-Journal, a daily and Sunday newspaper, published at Daytona Beach in Volusia County, Florida; the attached copy of advertisement, being a .....

PUBLIC NOTICE

L 1013516

in the Court,
was published in said newspaper in the issues.....

AUGUST 31, 2012

Affiant further says that The News-Journal is a newspaper published at Daytona Beach, in said Volusia County, Florida, and that the said newspaper has heretofore been continuously published in said Volusia County, Florida, each day and Sunday and has been entered as second-class mail matter at the post office in Daytona Beach, in said Volusia County, Florida, for a period of one 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

.....

Sworn to and subscribed before me

This 31ST of AUGUST

A.D. 2012

DEBORAH L. KEESEE
Notary Public, State of Florida
My Comm. Expires July 15, 2013
Commission No. DD 908344

49D

[redacted]

ORDINANCE 2012-16
AN ORDINANCE BYTHE CITY COMMISSION OF CITY OF FLAGLER BEACH, FLORIDA, AMENDING CHAPTER 5, SECTION 17 (D); SPECIFYING THAT THE KEEPING OF POULTRY IS INCLUDED IN THE PROHIBITION AGAINST KEEPING LIVESTOCK, PROVIDING FOR CODIFACTION, SEVERABILITY AND REPEAL OF ORDINANCES AND ESTABLISHING AN EFFECTIVE DATE.

ORDINANCE 2012-17
AN ORDINANCE OF THE CITY OF FLAGLER BEACH, FLORIDA, AUTHORIZING AND APPROVING THE FIRST ADDENDUM TO THE LEASE AGREEMENT FOR THE PIER RESTAURANT AND PROVIDING FOR AN EFFECTIVE DATE.

PUBLIC HEARING'S AND FINAL READING WILL BE HELD ON SEPTEMBER 13, 2012 AT 6:30 P.M., OR AS SOON THERE AFTER AS POSSIBLE, IN THE CITY COMMISSION CHAMBERS, 105 S. 2ND ST., FLAGLER BEACH, FL. THIS 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 ANY FURTHER PUBLISHED NOTICE. THE ORDINANCES MAY BE VIEWED AT CITY HALL LOCATION. INTERESTED PARTIES MAY APPEAR AT THE MEETING AND BE HEARD WITH RESPECT TO THE PROPOSED ORDINANCE.

CITY OF FLAGLER BEACH
P.O. BOX 70
105 S. 2ND STREET
FLAGLER BEACH, FL 32136
PHONE (386) 517-2000
FAX (386) 517-2008
L1013516. August 31, 2012 1t

Grandview Flagler Partners, dba. Funky Pelican
215 A1A, Flagler Beach, FL 32136
386.671.1830
office@funkypelican.com

City of Flagler Beach

105 South 2nd Street

Flagler Beach, Florida 32136

Re: Exercise First Lease Extension Option

To whom it may concerns,

Per the lease agreement, "Tenant shall have the option to extend the original Lease Term for three (3) consecutive five (5) year terms. Tenant shall exercise the First Option for an additional five (5) year term by written notice delivered to Landlord on or before nine months prior to the end of the original Lease Term." The First Addendum to Lease Agreement specifies the original Lease Term commenced on October 1, 2012 and ends after ten (10) years on September 31, 2022. Please let this written notice serve to exercise our First Option, extending the lease end date until September 31, 2027.

SCANNED

Best regards,

Raymond Barshay

Raymond Barshay

raybar10@aol.com

386-295-8345

CC: City Manager
City Clerk
Building Dept.

Attest:

Penny Overstreet, City Clerk

"TENANT"

Witness: Elizabeth E. Kania

Print Name: Elizabeth E. Kania

Witness: Kathleen Boyle

Print Name: Kathleen Boyle

By: Raymond Barshay

Date: 8/30/11

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (the "Amendment") is made and entered into this ____ day of _____, 2025, by and between the City of Flagler Beach, Florida, a municipal corporation (the "Landlord") and GRANDVIEW FLAGLER PARTNERS, LLC, a limited liability company, whose address is 215 S Oceanshore Blvd., Flagler Beach, FL 32136, and successor in interest to Raymond Barshay (the "Tenant").

WHEREAS, Landlord and Tenant, through their predecessor in interest, entered into that certain lease agreement dated August 30, 2011, attached hereto as Exhibit "A" (the "Lease Agreement"); and

WHEREAS, Landlord and Tenant seek to amend certain terms of the Lease Agreement to clarify maintenance responsibilities between the parties for the Leased Premises, as defined in the Lease Agreement; and

WHEREAS, Landlord and Tenant wish to continue on with all other terms and conditions of the Lease Agreement not modified herein.

NOW, THEREFORE, in consideration of these premises and undertakings herein contained, Landlord and Tenant hereby amend the Lease Agreement upon the following terms and conditions:

Section 5 of the Lease Agreement is amended in part to read as follows: [additions shown in UNDERLINE, deletions shown in ~~STRIKETHROUGH~~]

5. Effective Date of Lease; Calculation of Lease Term; Option to Extend. This Lease shall be effective upon execution by all parties hereto, including execution of the Consent to Early Termination clause by Katalin Myer (the "Commencement Date"). The original Lease Term shall end on the first calendar day exactly ten years after the first of the following to occur (the "Move-in Date"):

(a) Tenant opens the restaurant for service of customers;

(b) Tenant is issued a certificate of occupancy; or

(c) The 121st day after Tenant has applied for any building permit related to the Leased Premises except any permits related to construction of the deck described in Paragraph 15(b). Provided, however, Tenant may request the time provided in this subsection be extended up to 90 days if necessary permits have not yet been issued and Landlord shall not unreasonably deny any such request. Tenant shall apply for all building permits necessary to complete the repairs described in Paragraph 4, above, within 60 days from September 1, 2011 or the date Tenant receives confirmation, in a form acceptable to Tenant, that the State will allow construction of a deck as referenced in Paragraph 15, herein, whichever occurs earlier.

Within a reasonable time after the Move-in Date, the parties hereto shall execute an addendum to this Lease memorializing the Move-in Date. Failure by the parties, however, to execute such addendum shall in no way affect the validity of this paragraph or the calculation of the Move-in Date.

Tenant shall have the option to extend the original Lease Term for three (3) consecutive five (5) year terms, and then an additional option to extend for four (4) five-year (5 year) terms, upon completion of certain capital improvements to the property, as detailed herein (the "Term Extension"). Tenant shall exercise the First Option for an additional five (5) year term by written notice delivered to Landlord on or before nine months prior to the end of the original Lease Term. If Tenant exercises the First Option, the original Lease Term will be extended upon the same terms and conditions as set forth herein.

If the Tenant exercises the First Option, it shall, at the end of the term of the First Option, have an additional option to extend the term another five (5) years (the "Second Option"). Tenant shall exercise the Second Option by providing written notice to Landlord of such exercise on or before nine months prior to the end of the First Option period. If Tenant exercises the Second Option, the Lease Term will be extended upon the same terms and conditions as set forth herein.

If the Tenant exercises the Second Option, it shall, at the end of the term of the Second Option, have an additional option to extend the term another five (5) years (the "Third Option"). Tenant shall exercise the Third Option by providing written notice to Landlord of such exercise on or before nine months prior to the end of the Second Option period. If Tenant exercises the Third Option, the Lease Term will be extended upon the same terms and conditions as set forth herein.

Prior to expiration of the Third Option, Tenant shall have the right to provide written notice to the Landlord of their election to exercise the Term Extension detailed herein, provided that Tenant demonstrates to Landlord that the following capital improvements to the property subject to this Lease shall be made within twelve (12) months of issuance of the permits necessary for completion of the work – permits shall be submitted within one hundred and eight (180) days of approval of this First Amendment, with these timelines subject to the Force Majeure provisions set forth in Section 49 of the Lease Agreement (the "Capital Improvements"):

1. Front Façade Improvements to the structure, as detailed and illustrated in Exhibit A to this First Amendment, and including updated landscaping, painting of the full structure, new signage, and theme-based design elements; and
2. Deck Enclosure Construction, as detailed and illustrated in Exhibit B to this First Amendment.

The Capital Improvements detailed herein shall be leasehold improvements that are the responsibility of the Tenant. Tenant shall be responsible for installation, maintenance, and insurance over the Capital Improvements. General premises liability insurance coverage over these improvements shall name Landlord as an additional insured. Following the first written notice to utilize the Term Extension set forth herein, the extension periods shall automatically be exercised at the end of the preceding term, unless the Tenant provides written notice at least thirty (30) days

prior to the expiration of the then-current extension option providing notice of their election not to proceed with the additional term.

Notwithstanding the foregoing, Tenant shall have no right to exercise any Option if: a) Tenant is in default of any term of the Lease at the time Tenant attempts to exercise the Option; b) Tenant is in default of any term of the Lease on the date the Option becomes effective; or c) Tenant has regularly and habitually failed to fully comply with the terms and conditions of the Lease.

Section 13 of the Lease Agreement is amended in part to read as follows: [additions shown in UNDERLINE, deletions shown in ~~STRIKETHROUGH~~]

13. Landlord's Maintenance and Repair Obligations. After completion of the repairs to be made by Tenant pursuant to Paragraph 4 of this Lease, except as provided in Paragraph 14, Landlord shall be responsible for maintenance, repair and restoration of the premises, including all structural portions of the Leased Premises including, but not limited to, the foundation, exterior walls, roof and for items that are related to the structural safety of the pilings and pier infrastructure. The Tenant shall have no responsibility for any maintenance or repair except as set forth in sections a) through c), below, and in paragraph 14 of this Lease.

a) **Issue and Response Resolution**. Tenant shall promptly report any issues that may affect the condition, safety, habitability, compliance, or any other material aspect of the Leased Premises to the City Manager and Chief Building Official via email. Such issues shall be classified as either Health & Safety Issues or Non-Health & Safety Issues, as defined below. Any notification of issues made in accordance with subsections i. and ii., below, shall initiate the 30-day cure period outlined in Paragraph 25 of this Lease regarding Landlord's obligation to cure any default.

i. **Health and Safety Issues**. As used in this Lease, Health and Safety Issues are conditions that present an imminent risk of harm or injury to the public or guests of the Leased Premises, or conditions that may lead to the closure of Tenant's business due to the imminent risk of harm or injury. Upon discovery of any Health and Safety Issue, Tenant shall promptly notify the City Engineer via email. Tenant shall deliver a written Resolution Plan to Landlord, including any contracts for repair or remediation, outlining the proposed timeline and specific steps for addressing and resolving the Health and Safety Issue. Landlord shall review the Resolution Plan and shall, unless subject to the financial limitations set forth in section iii. herein, issue all necessary authorizations for work to proceed within five (5) days, or shall notify Tenant of Landlord's election to complete the work directly. In the event Landlord elects to complete the work, Landlord shall provide a Resolution Plan with a projected timeline to Tenant at the time of response.

ii. **Non-Health and Safety Issues**. As used in this Lease, Non-Health and Safety Issues are any conditions that do not present an imminent risk of harm or injury to the public or guests, or that do not require immediate resolution for the Leased Premises to remain operational. Upon discovery of any Non-Health and Safety Issue, Tenant shall promptly notify the City Engineer via email. Tenant shall

deliver a written Resolution Plan to Landlord, including any contracts for repair or remediation, outlining the proposed timeline and specific steps for addressing and resolving the Health and Safety Issue. Landlord shall review the Resolution Plan and shall, unless subject to the financial limitations set forth in section iii. herein, issue all necessary authorizations for work to proceed within ten (10) days, or shall notify Tenant of Landlord's election to complete the work directly. In the event Landlord elects to complete the work, Landlord shall provide a Resolution Plan with a projected timeline to Tenant at the time of response.

iii. **Financial Limitations**. Notwithstanding the foregoing, in the event the Resolution Plan requires approval from the City Commission before Landlord can take action to remedy the Health and Safety Issue or Non-Health and Safety Issue, as applicable, Landlord shall have 45 days to obtain such approval, provided Landlord has responded to Tenant acknowledging this requirement within the prescribed timeline. Where a Resolution Plan as set forth herein includes good or services in excess of $5,000.00, Tenant shall provide a minimum of two (2) bids in their Resolution Plan to Landlord.

iv. **Processing Payment**. Following Completion of a Resolution Plan set forth herein, or during work contemplated and approved thereunder, Tenant shall provide Landlord with copies of any invoices within five (5) days of receipt, and Landlord shall be responsible for direct payment of such invoices within the proper timeframe. Landlord shall be fully responsible for payment of invoices under this section.

b) **Landlord's Failure to Respond**. Should Landlord fail to respond to Tenant's notification of a Health and Safety Issue or Non-Health and Safety Issue within the applicable timeframes set forth in Paragraph 13, subsection a), the Resolution Plan shall be deemed accepted and Tenant may proceed to completion of the worth set forth in the Resolution Plan on their own initiative. Tenant shall provide Landlord with certified documentation of all costs incurred to resolve the Health and Safety Issue or Non-Health and Safety Issue, which amount shall be allocated as a rent credit under this Lease. Should Tenant elect not to proceed with a contractor, Tenant shall share the contractor's findings with the City Manager via email and/or certified letter and request a status update on the Landlord's progress in resolving the issue.

c) **Onsite Coordination with City Staff or City Assigned Contractors; Project Management**. In the event Landlord is responsible for the performance of maintenance or repairs on the Leased Premises, Tenant's General Manager and Maintenance Supervisor shall serve as the designated points of contact for the Landlord to coordinate the scheduling of the work to be performed, and any scheduling conflicts or issues shall be addressed directly with the General Manager and Maintenance Supervisor. Throughout the course of the repairs, the General Manager and Maintenance Supervisor will manage the project to minimize any disruption to Tenant's business operations.

i. **Health and Safety Issues**. Landlord, including but not limited to Landlord's contractors, subcontractors, and any other agents or representatives hired by the Landlord to perform work related to Health and Safety Issues, shall be afforded immediate access to the Leased Premises for the performance of such work, in accordance with Paragraph 27 of the Lease.

ii. **Non-Health and Safety Issues**. Landlord shall provide two (2) working days' notice to Tenant's General Manager and Maintenance Supervisor prior to performing any work related to Non-Health and Safety Issues on the Leased Premises.

Upon completion of all work to be performed, Tenant's General Manager and Maintenance Supervisor shall conduct a final inspection to ensure that all work has been performed in a workmanlike manner in full compliance with all building codes, ordinances, rules, and regulations.

Section 14 of the Lease Agreement is amended in part to read as follows: [additions shown in UNDERLINE, deletions shown in ~~STRIKETHROUGH~~]

14. Tenant's Maintenance and Repair Obligations. Tenant's maintenance and repair obligations shall include, without limitation: (a) maintenance, repair and replacement of the non-structural interior improvements to the Leased Premises including partition walls, floor coverings, wall coverings, interior doors, and ceilings; (b) disposal of all rubbish, trash, garbage, and other waste from the Leased Premises in a clean and sanitary manner; (c) maintenance, repair, and replacement of all utility installations exclusively serving the Leased Premises ~~only~~that lie between the meter location and internal receptacles, which are not the express obligation of Landlord, provided, however, that the replacement of the grease trap, interceptor, and any associated infrastructure is the express obligation of the Landlord, along with all sewer system improvements located outside of the structure; (d) maintenance, repair and replacement of all exterior window and door glass and screens; (e) maintenance, repair and replacement of the HV AC system which serves the buildings located on the Leased Premises; (f) repair of any damage caused to the Leased Premises caused by the negligence or intentional acts or omissions of Tenant or Tenant's employees, agents, invitees or guests; (g) Tenant is also responsible for all termite and pest control of the Leased Premises; (h) Tenant is responsible for maintenance and upkeep of the grease trap and interceptor, and will keep this improvement is a clean and orderly manner. If Tenant fails to fulfill its maintenance obligations hereunder, Landlord shall have the right, but not the obligation, to perform such maintenance and repair on behalf of Tenant and to charge Tenant the full cost thereof which will become immediately due and payable as additional rent. Landlord shall conduct regular quarterly inspections of the Leased Premises in coordination with Tenant's Maintenance Supervisor or manager on duty ("Regular Inspections"). Regular Inspections shall include, but are not limited to, inspecting the condition of the Leased Premises and identifying any necessary repairs or maintenance, including those areas for which Landlord has maintenance and repair obligations under this Lease.

NO OTHER MODIFICATIONS

Except as otherwise expressly provided for herein, the Lease Agreement shall continue in full force and effect.

[Signature pages following]

"TENANT"

Signed, sealed and delivered in the presence of:

By: GRANDVIEW FLAGLER PARTNERS, LLC, a Florida limited liability company

_____
Witness 1

_____
Print Name of Witness 1

By: _____
Printed Name: Raymond Barshay
Its: Managing Member

_____
Witness 2

_____
Print Name of Witness 2

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2025, by Raymond Barshay as Managing Member of GRANDVIEW FLAGLER PARTNERS, LLC. He or she is [_] personally known to me or [_] produced _____ as identification and did not take an oath.

_____
Notary Public
Commission No. _____

IN WITNESS WHEREOF, the parties hereto attached their hands and seals on the dates set forth below.

"LANDLORD"

Signed, sealed and delivered in the presence of:

THE CITY OF FLAGLER BEACH, FLORIDA, a Florida municipal corporation

_____
Witness 1

By: _____
Patricia "Patti" King, Mayor

_____
Print Name of Witness 1

_____
Witness 2

_____
Print Name of Witness 2

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2025 by Patricia King, Mayor of The City of Flagler Beach, Florida, a municipal corporation, on behalf of the City. He or she is [_] personally known to me or [_] produced _____ as identification and did not take an oath.

_____
Notary Public
Commission No: _____

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (the "Amendment") is made and entered into this ____ day of _____, 2025, by and between the City of Flagler Beach, Florida, a municipal corporation (the "Landlord") and GRANDVIEW FLAGLER PARTNERS, LLC, a limited liability company, whose address is 215 S Oceanshore Blvd., Flagler Beach, FL 32136, and successor in interest to Raymond Barshay (the "Tenant").

WHEREAS, Landlord and Tenant, through their predecessor in interest, entered into that certain lease agreement dated August 30, 2011, attached hereto as Exhibit "A" (the "Lease Agreement"); and

WHEREAS, Landlord and Tenant seek to amend certain terms of the Lease Agreement to clarify maintenance responsibilities between the parties for the Leased Premises, as defined in the Lease Agreement; and

WHEREAS, Landlord and Tenant wish to continue on with all other terms and conditions of the Lease Agreement not modified herein.

NOW, THEREFORE, in consideration of these premises and undertakings herein contained, Landlord and Tenant hereby amend the Lease Agreement upon the following terms and conditions:

Section 5 of the Lease Agreement is amended in part to read as follows: [additions shown in UNDERLINE, deletions shown in ~~STRIKETHROUGH~~]

5. Effective Date of Lease; Calculation of Lease Term; Option to Extend. This Lease shall be effective upon execution by all parties hereto, including execution of the Consent to Early Termination clause by Katalin Myer (the "Commencement Date"). The original Lease Term shall end on the first calendar day exactly ten years after the first of the following to occur (the "Move-in Date"):

(a) Tenant opens the restaurant for service of customers;

(b) Tenant is issued a certificate of occupancy; or

(c) The 121st day after Tenant has applied for any building permit related to the Leased Premises except any permits related to construction of the deck described in Paragraph 15(b). Provided, however, Tenant may request the time provided in this subsection be extended up to 90 days if necessary permits have not yet been issued and Landlord shall not unreasonably deny any such request. Tenant shall apply for all building permits necessary to complete the repairs described in Paragraph 4, above, within 60 days from September 1, 2011 or the date Tenant receives confirmation, in a form acceptable to Tenant, that the State will allow construction of a deck as referenced in Paragraph 15, herein, whichever occurs earlier.

Within a reasonable time after the Move-in Date, the parties hereto shall execute an addendum to this Lease memorializing the Move-in Date. Failure by the parties, however, to execute such addendum shall in no way affect the validity of this paragraph or the calculation of the Move-in Date.

Tenant shall have the option to extend the original Lease Term for three (3) consecutive five (5) year terms, and then an additional option to extend for four (4) five-year (5 year) terms, upon completion of certain capital improvements to the property, as detailed herein (the "Term Extension"). Tenant shall exercise the First Option for an additional five (5) year term by written notice delivered to Landlord on or before nine months prior to the end of the original Lease Term. If Tenant exercises the First Option, the original Lease Term will be extended upon the same terms and conditions as set forth herein.

If the Tenant exercises the First Option, it shall, at the end of the term of the First Option, have an additional option to extend the term another five (5) years (the "Second Option"). Tenant shall exercise the Second Option by providing written notice to Landlord of such exercise on or before nine months prior to the end of the First Option period. If Tenant exercises the Second Option, the Lease Term will be extended upon the same terms and conditions as set forth herein.

If the Tenant exercises the Second Option, it shall, at the end of the term of the Second Option, have an additional option to extend the term another five (5) years (the "Third Option"). Tenant shall exercise the Third Option by providing written notice to Landlord of such exercise on or before nine months prior to the end of the Second Option period. If Tenant exercises the Third Option, the Lease Term will be extended upon the same terms and conditions as set forth herein.

Prior to expiration of the Third Option, Tenant shall have the right to provide written notice to the Landlord of their election to exercise the Term Extension detailed herein, provided that Tenant demonstrates to Landlord that the following capital improvements to the property subject to this Lease shall be made within twelve (12) months of issuance of the permits necessary for completion of the work – permits shall be submitted within one hundred and eight (180) days of approval of this First Amendment, with these timelines subject to the Force Majeure provisions set forth in Section 49 of the Lease Agreement (the "Capital Improvements"):

1. Front Façade Improvements to the structure, as detailed and illustrated in Exhibit A to this First Amendment, and including updated landscaping, painting of the full structure, new signage, and theme-based design elements; and
2. Deck Enclosure Construction, as detailed and illustrated in Exhibit B to this First Amendment.

The Capital Improvements detailed herein shall be leasehold improvements that are the responsibility of the Tenant. Tenant shall be responsible for installation, maintenance, and insurance over the Capital Improvements. General premises liability insurance coverage over these improvements shall name Landlord as an additional insured. Following the first written notice to utilize the Term Extension set forth herein, the extension periods shall automatically be exercised at the end of the preceding term, unless the Tenant provides written notice at least thirty (30) days

prior to the expiration of the then-current extension option providing notice of their election not to proceed with the additional term.

Notwithstanding the foregoing, Tenant shall have no right to exercise any Option if: a) Tenant is in default of any term of the Lease at the time Tenant attempts to exercise the Option; b) Tenant is in default of any term of the Lease on the date the Option becomes effective; or c) Tenant has regularly and habitually failed to fully comply with the terms and conditions of the Lease.

Section 13 of the Lease Agreement is amended in part to read as follows: [additions shown in UNDERLINE, deletions shown in ~~STRIKETHROUGH~~]

13. Landlord's Maintenance and Repair Obligations. After completion of the repairs to be made by Tenant pursuant to Paragraph 4 of this Lease, except as provided in Paragraph 14, Landlord shall be responsible for maintenance, repair and restoration of the premises, including all structural portions of the Leased Premises including, but not limited to, the foundation, exterior walls, roof and for items that are related to the structural safety of the pilings and pier infrastructure. The Tenant shall have no responsibility for any maintenance or repair except as set forth in sections a) through c), below, and in paragraph 14 of this Lease.

a) **Issue and Response Resolution**. Tenant shall promptly report any issues that may affect the condition, safety, habitability, compliance, or any other material aspect of the Leased Premises to the City Manager and Chief Building Official via email. Such issues shall be classified as either Health & Safety Issues or Non-Health & Safety Issues, as defined below. Any notification of issues made in accordance with subsections i. and ii., below, shall initiate the 30-day cure period outlined in Paragraph 25 of this Lease regarding Landlord's obligation to cure any default.

i. **Health and Safety Issues**. As used in this Lease, Health and Safety Issues are conditions that present an imminent risk of harm or injury to the public or guests of the Leased Premises, or conditions that may lead to the closure of Tenant's business due to the imminent risk of harm or injury. Upon discovery of any Health and Safety Issue, Tenant shall promptly notify the City Engineer via email. Tenant shall deliver a written Resolution Plan to Landlord, including any contracts for repair or remediation, outlining the proposed timeline and specific steps for addressing and resolving the Health and Safety Issue. Landlord shall review the Resolution Plan and shall, unless subject to the financial limitations set forth in section iii. herein, issue all necessary authorizations for work to proceed within five (5) days, or shall notify Tenant of Landlord's election to complete the work directly. In the event Landlord elects to complete the work, Landlord shall provide a Resolution Plan with a projected timeline to Tenant at the time of response.

ii. **Non-Health and Safety Issues**. As used in this Lease, Non-Health and Safety Issues are any conditions that do not present an imminent risk of harm or injury to the public or guests, or that do not require immediate resolution for the Leased Premises to remain operational. Upon discovery of any Non-Health and Safety Issue, Tenant shall promptly notify the City Engineer via email. Tenant shall

deliver a written Resolution Plan to Landlord, including any contracts for repair or remediation, outlining the proposed timeline and specific steps for addressing and resolving the Health and Safety Issue. Landlord shall review the Resolution Plan and shall, unless subject to the financial limitations set forth in section iii. herein, issue all necessary authorizations for work to proceed within ten (10) days, or shall notify Tenant of Landlord's election to complete the work directly. In the event Landlord elects to complete the work, Landlord shall provide a Resolution Plan with a projected timeline to Tenant at the time of response.

iii. **Financial Limitations**. Notwithstanding the foregoing, in the event the Resolution Plan requires approval from the City Commission before Landlord can take action to remedy the Health and Safety Issue or Non-Health and Safety Issue, as applicable, Landlord shall have 45 days to obtain such approval, provided Landlord has responded to Tenant acknowledging this requirement within the prescribed timeline. Where a Resolution Plan as set forth herein includes good or services in excess of $5,000.00, Tenant shall provide a minimum of two (2) bids in their Resolution Plan to Landlord.

iv. **Processing Payment**. Following Completion of a Resolution Plan set forth herein, or during work contemplated and approved thereunder, Tenant shall provide Landlord with copies of any invoices within five (5) days of receipt, and Landlord shall be responsible for direct payment of such invoices within the proper timeframe. Landlord shall be fully responsible for payment of invoices under this section.

b) **Landlord's Failure to Respond**. Should Landlord fail to respond to Tenant's notification of a Health and Safety Issue or Non-Health and Safety Issue within the applicable timeframes set forth in Paragraph 13, subsection a), the Resolution Plan shall be deemed accepted and Tenant may proceed to completion of the worth set forth in the Resolution Plan on their own initiative. Tenant shall provide Landlord with certified documentation of all costs incurred to resolve the Health and Safety Issue or Non-Health and Safety Issue, which amount shall be allocated as a rent credit under this Lease. Should Tenant elect not to proceed with a contractor, Tenant shall share the contractor's findings with the City Manager via email and/or certified letter and request a status update on the Landlord's progress in resolving the issue.

c) **Onsite Coordination with City Staff or City Assigned Contractors; Project Management**. In the event Landlord is responsible for the performance of maintenance or repairs on the Leased Premises, Tenant's General Manager and Maintenance Supervisor shall serve as the designated points of contact for the Landlord to coordinate the scheduling of the work to be performed, and any scheduling conflicts or issues shall be addressed directly with the General Manager and Maintenance Supervisor. Throughout the course of the repairs, the General Manager and Maintenance Supervisor will manage the project to minimize any disruption to Tenant's business operations.

i. **Health and Safety Issues**. Landlord, including but not limited to Landlord's contractors, subcontractors, and any other agents or representatives hired by the Landlord to perform work related to Health and Safety Issues, shall be afforded immediate access to the Leased Premises for the performance of such work, in accordance with Paragraph 27 of the Lease.

ii. **Non-Health and Safety Issues**. Landlord shall provide two (2) working days' notice to Tenant's General Manager and Maintenance Supervisor prior to performing any work related to Non-Health and Safety Issues on the Leased Premises.

Upon completion of all work to be performed, Tenant's General Manager and Maintenance Supervisor shall conduct a final inspection to ensure that all work has been performed in a workmanlike manner in full compliance with all building codes, ordinances, rules, and regulations.

Section 14 of the Lease Agreement is amended in part to read as follows: [additions shown in UNDERLINE, deletions shown in ~~STRIKETHROUGH~~]

14. Tenant's Maintenance and Repair Obligations. Tenant's maintenance and repair obligations shall include, without limitation: (a) maintenance, repair and replacement of the non-structural interior improvements to the Leased Premises including partition walls, floor coverings, wall coverings, interior doors, and ceilings; (b) disposal of all rubbish, trash, garbage, and other waste from the Leased Premises in a clean and sanitary manner; (c) maintenance, repair, and replacement of all utility installations exclusively serving the Leased Premises ~~only~~that lie between the meter location and internal receptacles, which are not the express obligation of Landlord, provided, however, that the replacement of the grease trap, interceptor, and any associated infrastructure is the express obligation of the Landlord, along with all sewer system improvements located outside of the structure; (d) maintenance, repair and replacement of all exterior window and door glass and screens; (e) maintenance, repair and replacement of the HV AC system which serves the buildings located on the Leased Premises; (f) repair of any damage caused to the Leased Premises caused by the negligence or intentional acts or omissions of Tenant or Tenant's employees, agents, invitees or guests; (g) Tenant is also responsible for all termite and pest control of the Leased Premises; (h) Tenant is responsible for maintenance and upkeep of the grease trap and interceptor, and will keep this improvement is a clean and orderly manner. If Tenant fails to fulfill its maintenance obligations hereunder, Landlord shall have the right, but not the obligation, to perform such maintenance and repair on behalf of Tenant and to charge Tenant the full cost thereof which will become immediately due and payable as additional rent. Landlord shall conduct regular quarterly inspections of the Leased Premises in coordination with Tenant's Maintenance Supervisor or manager on duty ("Regular Inspections"). Regular Inspections shall include, but are not limited to, inspecting the condition of the Leased Premises and identifying any necessary repairs or maintenance, including those areas for which Landlord has maintenance and repair obligations under this Lease.

NO OTHER MODIFICATIONS

Except as otherwise expressly provided for herein, the Lease Agreement shall continue in full force and effect.

[Signature pages following]

"TENANT"

Signed, sealed and delivered in the presence of:

By: GRANDVIEW FLAGLER PARTNERS, LLC, a Florida limited liability company

_____
Witness 1

_____
Print Name of Witness 1

By: _____
Printed Name: Raymond Barshay
Its: Managing Member

_____
Witness 2

_____
Print Name of Witness 2

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2025, by Raymond Barshay as Managing Member of GRANDVIEW FLAGLER PARTNERS, LLC. He or she is [_] personally known to me or [_] produced _____ as identification and did not take an oath.

_____
Notary Public
Commission No. _____

IN WITNESS WHEREOF, the parties hereto attached their hands and seals on the dates set forth below.

"LANDLORD"

Signed, sealed and delivered in the presence of:

THE CITY OF FLAGLER BEACH, FLORIDA, a Florida municipal corporation

_____
Witness 1

By: _____
Patricia "Patti" King, Mayor

_____
Print Name of Witness 1

_____
Witness 2

_____
Print Name of Witness 2

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2025 by Patricia King, Mayor of The City of Flagler Beach, Florida, a municipal corporation, on behalf of the City. He or she is [_] personally known to me or [_] produced _____ as identification and did not take an oath.

_____
Notary Public
Commission No: _____

Funky Pelican Sales 2025 over $1.0M

Invoice Date	Sales Tax Month Ended	Monthly Total	YTD Total	Excess $1,000,000	3% due to the City	INCREASE IN JANUARY
3/1/2025	January 31, 2025	296,431.05	296,431.05			
4/1/2025	February 28, 2025	404,262.97	700,694.02			
5/1/2025	March 31, 2025	514,929.96	1,215,623.98	215,623.98	6,468.72	**May Invoice**
6/1/2025	April 30, 2025	416,269.66	1,631,893.64	416,269.66	12,488.09	**June**
7/1/2025	May 31, 2025	371,050.23	2,002,943.87	371,050.23	11,131.51	**July**
8/1/2025	June 30, 2025	384,457.57	2,387,401.44	384,457.57	11,533.73	**August**
9/1/2025	July 31, 2025	361,955.58	2,749,357.02	361,955.58	10,858.67	**September**
10/1/2025	August 31, 2025	299,016.19	3,048,373.21	299,016.19	8,970.49	**October**
11/1/2025	September 30, 2025	227,320.38	3,275,693.59	227,320.38	6,819.61	**November**
12/1/2025	October 31, 2025	266,094.40	3,541,787.99	266,094.40	7,982.83	**December**
1/1/2026	November 30, 2025		3,541,787.99	-	-	billed on January Invoice
2/1/2026	December 31, 2025		3,541,787.99	-	-	billed on February Invoice
		3,541,787.99		-		

Increase Base Rent by 3% every January 1

Previous Rent	Plus 3%	Sales Tax	For Year
4,031.80	4,152.75	124.58	2025

2024

$ 1,000,000.00

INCREASE IN JANUARY

Ray needs to inform us if he wants to take the next 5 year option by 3/31/23
In year 5 on (1/1/18) increase 2.5% to 3%

Invoice Date	Sales Tax Month Ended	Monthly Total	YTD Total	Excess $1,000,000	3% due to the City	
3/1/2024	January 31, 2024	334,156.60	334,156.60			
4/1/2024	February 28, 2024	440,510.43	774,667.03			
5/1/2024	March 31, 2024	579,889.24	1,354,556.27	354,556.27	10,636.69	**May Invoice**
6/1/2024	April 30, 2024	476,916.71	1,831,472.98	476,916.71	14,307.50	**June**
7/1/2024	May 31, 2024	457,185.50	2,288,658.48	457,185.50	13,715.57	**July**
8/1/2024	June 30, 2024	495,136.28	2,783,794.76	495,136.28	14,854.09	**August**
9/1/2024	July 31, 2024	489,153.12	3,272,947.88	489,153.12	14,674.59	**September**
10/1/2024	August 31, 2024	296,408.17	3,569,356.05	296,408.17	8,892.25	**October**
11/1/2024	September 30, 2024	299,124.39	3,868,480.44	299,124.39	8,973.73	**November**
12/1/2024	October 31, 2024	287,517.69	4,155,998.13	287,517.69	8,625.53	**December**
1/1/2025	November 30, 2024	336,644.19	4,492,642.32	336,644.19	10,099.33	billed on January Invoice
2/1/2025	December 31, 2024	279,424.24	4,772,066.56	279,424.24	8,382.73	billed on February Invoice
		4,772,066.56		-		

Increase Base Rent by 3% every January 1

Previous Rent	Plus 3%	Sales Tax	For Year
3,914.37	4,031.80	221.75	2024
	Effective 06/01	120.95	

2023

$ 1,000,000.00

Invoice Date	Sales Tax Month Ended	Monthly Total	YTD Total	Excess $1,000,000	3% due to the City	
3/1/2023	January 31, 2023	313,973.17	313,973.17			
4/1/2023	February 28, 2023	397,523.08	711,496.25			
5/1/2023	March 31, 2023	517,290.41	1,228,786.66	228,786.66	6,863.60	May Invoice
6/1/2023	April 30, 2023	465,088.00	1,693,874.66	465,088.00	13,952.64	June
7/1/2023	May 31, 2023	409,984.56	2,103,859.22	409,984.56	12,299.54	July
8/1/2023	June 30, 2023	432,154.55	2,536,013.77	432,154.55	12,964.64	August
9/1/2023	July 31, 2023	445,710.64	2,981,724.41	445,710.64	13,371.32	September
10/1/2023	August 31, 2023	361,349.86	3,343,074.27	361,349.86	10,840.50	October
11/1/2023	September 30, 2023	335,075.42	3,678,149.69	335,075.42	10,052.26	November
12/1/2023	October 31, 2023	353,577.61	4,031,727.30	353,577.61	10,607.33	December
1/1/2024	November 30, 2023	309,280.54	4,341,007.84	309,280.54	9,278.42	billed on January Invoice
2/1/2024	December 31, 2023	315,517.02	4,656,524.86	315,517.02	9,465.51	billed on February Invoice
		4,656,524.86		-		

INCREASE IN JANUARY

Ray needs to inform us if he wants to take the next 5 year option by 3/31/23
In year 5 on (1/1/18) increase 2.5% to 3%

Increase Base Rent by 3% every January 1

Previous Rent	Plus 3%	Sales Tax	For Year
3800.36	3,914.37	215.29	2023

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (the "Amendment") is made and entered into this ____ day of _____, 2025, by and between the City of Flagler Beach, Florida, a municipal corporation (the "Landlord") and GRANDVIEW FLAGLER PARTNERS, LLC, a limited liability company, whose address is 215 S Oceanshore Blvd., Flagler Beach, FL 32136, and successor in interest to Raymond Barshay (the "Tenant").

WHEREAS, Landlord and Tenant, through its predecessor in interest, entered into that certain lease agreement dated August 30, 2011, attached hereto as Exhibit "A" (the "Lease Agreement"); and

WHEREAS, Landlord and Tenant seek to amend certain terms of the Lease Agreement to clarify maintenance responsibilities between the parties for the Leased Premises, as defined in the Lease Agreement; and

WHEREAS, Landlord and Tenant wish to continue on with all other terms and conditions of the Lease Agreement not modified herein.

NOW, THEREFORE, in consideration of these premises and undertakings herein contained, Landlord and Tenant hereby amend the Lease Agreement upon the following terms and conditions:

Section 5 of the Lease Agreement is amended in part to read as follows: [additions shown in UNDERLINE, deletions shown in ~~STRIKETHROUGH~~]

5. Effective Date of Lease; Calculation of Lease Term; Option to Extend. This Lease shall be effective upon execution by all parties hereto, including execution of the Consent to Early Termination clause by Katalin Myer (the "Commencement Date"). The original Lease Term shall end on the first calendar day exactly ten years after the first of the following to occur (the "Move-in Date"):

(a) Tenant opens the restaurant for service of customers;

(b) Tenant is issued a certificate of occupancy; or

(c) The 121st day after Tenant has applied for any building permit related to the Leased Premises except any permits related to construction of the deck described in Paragraph 15(b). Provided, however, Tenant may request the time provided in this subsection be extended up to 90 days if necessary permits have not yet been issued and Landlord shall not unreasonably deny any such request. Tenant shall apply for all building permits necessary to complete the repairs described in Paragraph 4, above, within 60 days from September 1, 2011 or the date Tenant receives confirmation, in a form acceptable to Tenant, that the State will allow construction of a deck as referenced in Paragraph 15, herein, whichever occurs earlier.

Within a reasonable time after the Move-in Date, the parties hereto shall execute an addendum to this Lease memorializing the Move-in Date. Failure by the parties, however, to execute such addendum shall in no way affect the validity of this paragraph or the calculation of the Move-in Date.

Tenant shall have the option to extend the original Lease Term for three (3) consecutive five (5) year terms, and then an additional option to extend for four (4) five-year (5 year) terms, upon completion of certain capital improvements to the property, as detailed herein (the "Term Extension"). Tenant shall exercise the First Option for an additional five (5) year term by written notice delivered to Landlord on or before nine months prior to the end of the original Lease Term. If Tenant exercises the First Option, the original Lease Term will be extended upon the same terms and conditions as set forth herein.

If the Tenant exercises the First Option, it shall, at the end of the term of the First Option, have an additional option to extend the term another five (5) years (the "Second Option"). Tenant shall exercise the Second Option by providing written notice to Landlord of such exercise on or before nine months prior to the end of the First Option period. If Tenant exercises the Second Option, the Lease Term will be extended upon the same terms and conditions as set forth herein.

If the Tenant exercises the Second Option, it shall, at the end of the term of the Second Option, have an additional option to extend the term another five (5) years (the "Third Option"). Tenant shall exercise the Third Option by providing written notice to Landlord of such exercise on or before nine months prior to the end of the Second Option period. If Tenant exercises the Third Option, the Lease Term will be extended upon the same terms and conditions as set forth herein.

Prior to expiration of the Third Option, Tenant shall have the right to provide written notice to the Landlord of their election to exercise the Term Extension detailed herein, provided that Tenant demonstrates to Landlord that the following capital improvements to the property subject to this Lease shall be made within twelve (12) months of issuance of the permits necessary for completion of the work – permits shall be submitted within one hundred and eight (180) days of approval of this First Amendment, with these timelines subject to the Force Majeure provisions set forth in Section 49 of the Lease Agreement (the "Capital Improvements"):

1. Front Façade Improvements to the structure, as detailed and illustrated in Exhibit A to this First Amendment, and including updated landscaping, painting of the full structure, new signage, and theme-based design elements; and
2. Deck Enclosure Construction, as detailed and illustrated in Exhibit B to this First Amendment.

The Capital Improvements detailed herein shall be leasehold improvements that are the responsibility of the Tenant. Tenant shall be responsible for installation, maintenance, and insurance over the Capital Improvements. General premises liability insurance coverage over these improvements shall name Landlord as an additional insured. Following the first written notice to utilize the Term Extension set forth herein, the extension periods shall automatically be exercised at the end of the preceding term, unless the Tenant provides written notice at least thirty (30) days

prior to the expiration of the then-current extension option providing notice of their election not to proceed with the additional term. If the Term Extension detailed herein in still active and ongoing at a ten-year period proceeding the commencement of the Term Extension, Landlord and Tenant shall coordinate on a review of the rental rate in affect at that time, subject to the following parameters:

1. Landlord and Tenant shall review the then-current Fixed Rent amount under the Lease by comparing the Fixed Rent and its percentage increase to the Consumer Price Index CPI-U for urban consumers (South Region);
2. In the event the Fixed Rent is within a greater than 1% difference when compared to the blended increase over the term of the Term Extension, the Fixed Rent shall be modified to match the CPI-U for urban consumers (South Region), to be implemented on a 0.5% increase or decrease per year to match the required amount, and then remaining at such amount for the remainder of the Lease term, acknowledging that this may result in a lower Fixed Rent than set forth in this Lease;
3. In no event shall the consideration set forth herein incorporate the Additional Percentage Rent, as defined in the Lease.

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Notwithstanding the foregoing, Tenant shall have no right to exercise any Option if: a) Tenant is in default of any term of the Lease at the time Tenant attempts to exercise the Option; b) Tenant is in default of any term of the Lease on the date the Option becomes effective; or c) Tenant has regularly and habitually failed to fully comply with the terms and conditions of the Lease.

Section 13 of the Lease Agreement is amended in part to read as follows: [additions shown in UNDERLINE, deletions shown in ~~STRIKETHROUGH~~]

13. Landlord's Maintenance and Repair Obligations. After completion of the repairs to be made by Tenant pursuant to Paragraph 4 of this Lease, except as provided in Paragraph 14, Landlord shall be responsible for maintenance, repair and restoration of the premises, including all structural portions of the Leased Premises including, but not limited to, the foundation, exterior walls, roof and for items that are related to the structural safety of the pilings and pier infrastructure. The Tenant shall have no responsibility for any maintenance or repair except as set forth in sections a) through c), below, and in paragraph 14 of this Lease.

a) **Issue and Response Resolution**. Tenant shall promptly report any issues that may affect the condition, safety, habitability, compliance, or any other material aspect of the Leased Premises to the City Manager and Chief Building Official via email. Such issues shall be classified as either Health & Safety Issues or Non-Health & Safety Issues, as defined below. Any notification of issues made in accordance with subsections i. and ii., below, shall initiate the 30-day cure period outlined in Paragraph 25 of this Lease regarding Landlord's obligation to cure any default.

i. **Health and Safety Issues**. As used in this Lease, Health and Safety Issues are conditions that present an imminent risk of harm or injury to the public or guests of the Leased Premises, or conditions that may lead to the closure of Tenant's

business due to the imminent risk of harm or injury. Upon discovery of any Health and Safety Issue, Tenant shall promptly notify the City Engineer via email. Tenant shall deliver a written Resolution Plan to Landlord, including any contracts for repair or remediation, outlining the proposed timeline and specific steps for addressing and resolving the Health and Safety Issue. Landlord shall review the Resolution Plan and shall, unless subject to the financial limitations set forth in section iii. herein, issue all necessary authorizations for work to proceed within five (5) days, or shall notify Tenant of Landlord's election to complete the work directly. In the event Landlord elects to complete the work, Landlord shall provide a Resolution Plan with a projected timeline to Tenant at the time of response.

ii. **Non-Health and Safety Issues**. As used in this Lease, Non-Health and Safety Issues are any conditions that do not present an imminent risk of harm or injury to the public or guests, or that do not require immediate resolution for the Leased Premises to remain operational. Upon discovery of any Non-Health and Safety Issue, Tenant shall promptly notify the City Engineer via email. Tenant shall deliver a written Resolution Plan to Landlord, including any contracts for repair or remediation, outlining the proposed timeline and specific steps for addressing and resolving the Health and Safety Issue. Landlord shall review the Resolution Plan and shall, unless subject to the financial limitations set forth in section iii. herein, issue all necessary authorizations for work to proceed within ten (10) days, or shall notify Tenant of Landlord's election to complete the work directly. In the event Landlord elects to complete the work, Landlord shall provide a Resolution Plan with a projected timeline to Tenant at the time of response.

iii. **Financial Limitations**. Notwithstanding the foregoing, in the event the Resolution Plan requires approval from the City Commission before Landlord can take action to remedy the Health and Safety Issue or Non-Health and Safety Issue, as applicable, Landlord shall have 45 days to obtain such approval, provided Landlord has responded to Tenant acknowledging this requirement within the prescribed timeline. Where a Resolution Plan as set forth herein includes good or services in excess of $5,000.00, Tenant shall provide a minimum of two (2) bids in their Resolution Plan to Landlord.

iv. **Processing Payment**. Following Completion of a Resolution Plan set forth herein, or during work contemplated and approved thereunder, Tenant shall provide Landlord with copies of any invoices within five (5) days of receipt, and Landlord shall be responsible for direct payment of such invoices within the proper timeframe. Landlord shall be fully responsible for payment of invoices under this section.

b) **Landlord's Failure to Respond**. Should Landlord fail to respond to Tenant's notification of a Health and Safety Issue or Non-Health and Safety Issue within the applicable timeframes set forth in Paragraph 13, subsection a), the Resolution Plan shall be deemed accepted and Tenant may proceed to completion of the worth set forth in the Resolution Plan on their own initiative. Tenant shall provide Landlord

with certified documentation of all costs incurred to resolve the Health and Safety Issue or Non-Health and Safety Issue, which amount shall be allocated as a rent credit under this Lease. Should Tenant elect not to proceed with a contractor, Tenant shall share the contractor's findings with the City Manager via email and/or certified letter and request a status update on the Landlord's progress in resolving the issue.

c) **Onsite Coordination with City Staff or City Assigned Contractors; Project Management**. In the event Landlord is responsible for the performance of maintenance or repairs on the Leased Premises, Tenant's General Manager and Maintenance Supervisor shall serve as the designated points of contact for the Landlord to coordinate the scheduling of the work to be performed, and any scheduling conflicts or issues shall be addressed directly with the General Manager and Maintenance Supervisor. Throughout the course of the repairs, the General Manager and Maintenance Supervisor will manage the project to minimize any disruption to Tenant's business operations.

i. **Health and Safety Issues**. Landlord, including but not limited to Landlord's contractors, subcontractors, and any other agents or representatives hired by the Landlord to perform work related to Health and Safety Issues, shall be afforded immediate access to the Leased Premises for the performance of such work, in accordance with Paragraph 27 of the Lease.

ii. **Non-Health and Safety Issues**. Landlord shall provide two (2) working days' notice to Tenant's General Manager and Maintenance Supervisor prior to performing any work related to Non-Health and Safety Issues on the Leased Premises.

Upon completion of all work to be performed, Tenant's General Manager and Maintenance Supervisor shall conduct a final inspection to ensure that all work has been performed in a workmanlike manner in full compliance with all building codes, ordinances, rules, and regulations.

Section 14 of the Lease Agreement is amended in part to read as follows: [additions shown in UNDERLINE, deletions shown in ~~STRIKETHROUGH~~]

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located outside of the structure; (d) maintenance, repair and replacement of all exterior window and door glass and screens; (e) maintenance, repair and replacement of the HV AC system which serves the buildings located on the Leased Premises; (f) repair of any damage caused to the Leased Premises caused by the negligence or intentional acts or omissions of Tenant or Tenant's employees, agents, invitees or guests; (g) Tenant is also responsible for all termite and pest control of the Leased Premises; (h) Tenant is responsible for maintenance and upkeep of the grease trap and interceptor, and will keep this improvement is a clean and orderly manner. If Tenant fails to fulfill its maintenance obligations hereunder, Landlord shall have the right, but not the obligation, to perform such maintenance and repair on behalf of Tenant and to charge Tenant the full cost thereof which will become immediately due and payable as additional rent. Landlord shall conduct regular quarterly inspections of the Leased Premises in coordination with Tenant's Maintenance Supervisor or manager on duty ("Regular Inspections"). Regular Inspections shall include, but are not limited to, inspecting the condition of the Leased Premises and identifying any necessary repairs or maintenance, including those areas for which Landlord has maintenance and repair obligations under this Lease.

NO OTHER MODIFICATIONS

Except as otherwise expressly provided for herein, the Lease Agreement shall continue in full force and effect.

[Signature pages following]

IN WITNESS WHEREOF, the parties hereto attached their hands and seals on the dates set forth below.

"LANDLORD"

Signed, sealed and delivered in the presence of:

THE CITY OF FLAGLER BEACH, FLORIDA, a Florida municipal corporation

_____
Witness 1

By: _____
Patricia "Patti" King, Mayor

_____
Print Name of Witness 1

_____
Witness 2

_____
Print Name of Witness 2

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2025 by Patricia King, Mayor of The City of Flagler Beach, Florida, a municipal corporation, on behalf of the City. He or she is [_] personally known to me or [_] produced _____ as identification and did not take an oath.

_____
Notary Public
Commission No: _____

"TENANT"

Signed, sealed and delivered in the presence of:

By: GRANDVIEW FLAGLER PARTNERS, LLC, a Florida limited liability company

_____
Witness 1

_____
Print Name of Witness 1

By: _____
Printed Name: Raymond Barshay
Its: Managing Member

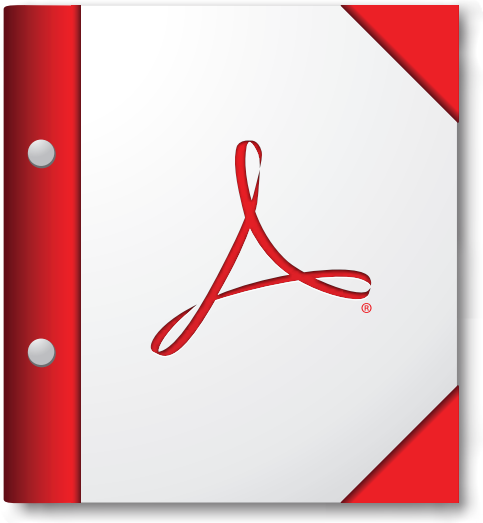
_____
Witness 2

_____
Print Name of Witness 2

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2025, by Raymond Barshay as Managing Member of GRANDVIEW FLAGLER PARTNERS, LLC. He or she is [_] personally known to me or [_] produced _____ as identification and did not take an oath.

_____
Notary Public
Commission No. _____



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Staff Report

City Commission Regular Meeting

February 26, 2026

To: City Commission
From:
Meeting Date: February 26, 2026
Item Name: Pre-Annexation Agreement - Veranda Bay.

Background:

Fiscal Impact:

Staff Recommendation:

Attachments:

1. Staff Report_Veranda Bay_Pre-Annexation_Final10022025 (2)
2. Chuimento Resumes 01.22.2026
3. Veranda Bay Pre-Annexation Agreement_FB_Edits_MC3 comments_FINAL FROM CITY redline 2.12.26

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*.

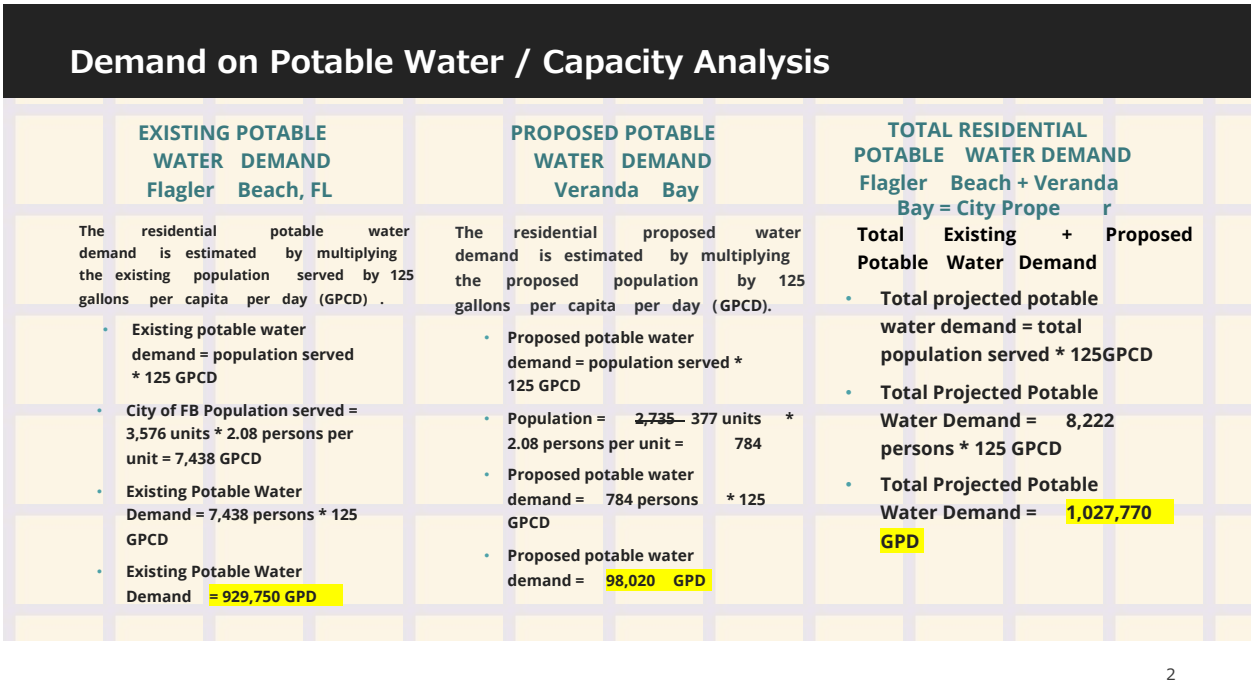
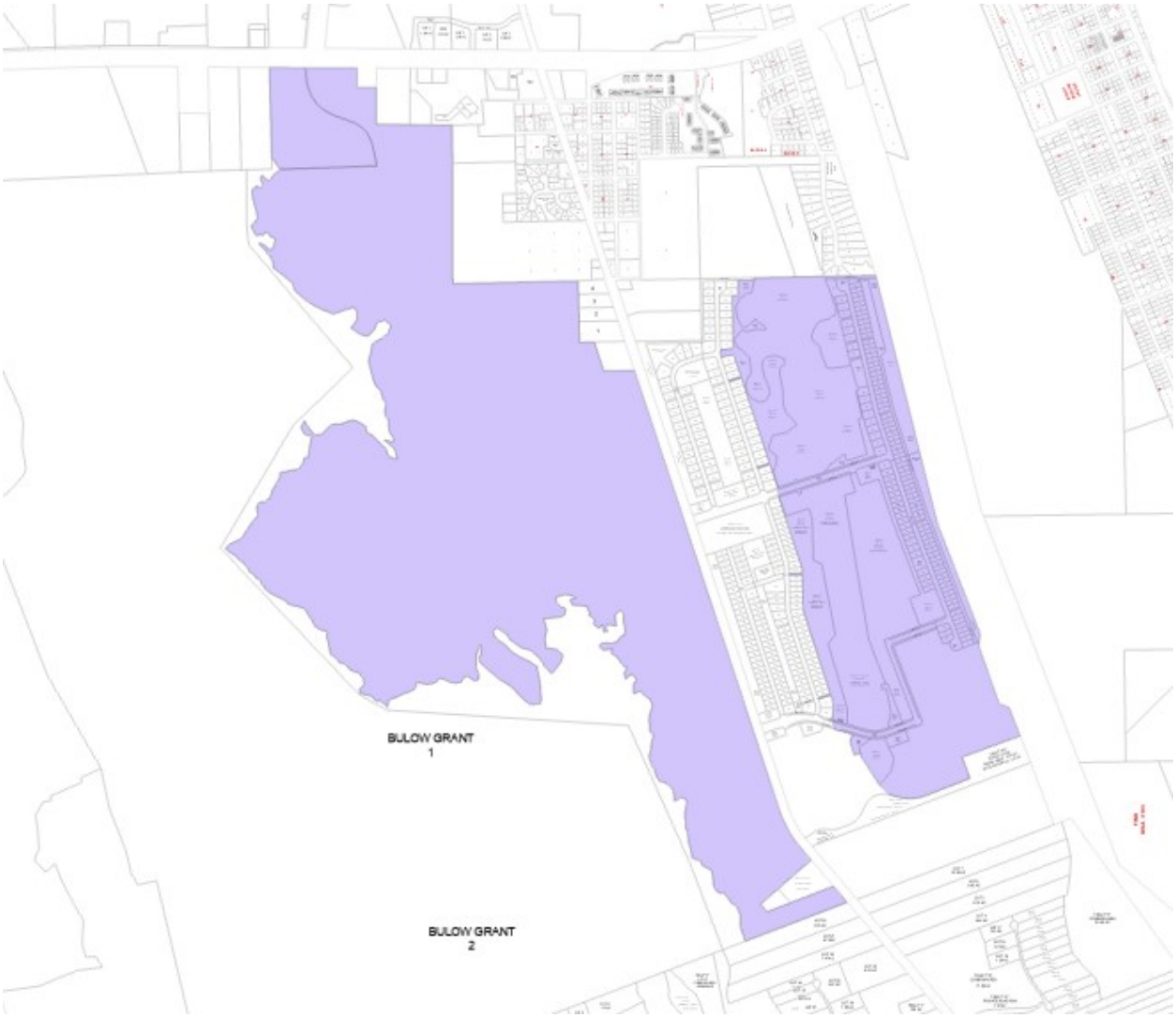


Figure 1 Excerpt Potable Water Demand and City Ability to Meet Demand

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

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.

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS



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.

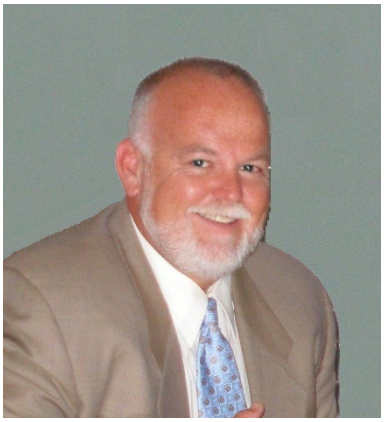
Lift Station #97 Rehabilitation – City of Daytona Beach
Design and permitting for the rehabilitation of Lift Station #97 which serves a growing area of Daytona Beach. The existing wetwell mounted lift station will be converted to a submersible lift station including new site improvements, emergency standby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



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.

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

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~~5~~, (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", as depicted on **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 of the Annexed Property, which real property is more particularly described in portions of **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 of the Annexed Property, which real property is more particularly described in portions of **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~~ in portions of "**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 aligned with Policy A.1.1.3.H. of the Veranda Bay Comprehensive Plan Text Amendment, 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

[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.

objection by the City, to either (i) obtain Services from third parties and/or (ii) construct such Services. For example, in the event the City cannot provide water sanitary sewer to the Annexed Property as provided above, the City shall permit the Owners to obtain such service from an adjacent provider or construct facilities to provide such services. The City shall not charge fees to a community development district or a property owners' association for the use of City reuse water for common areas the later of (i) January 1, 2036 or (ii) for ten (10) years after the City provides reuse water to the Annexed Property. Moreover, the City shall not require the Declarant to prepay water and sewer "impact", "connection" or "CIAC" fees until the City issues a building permit for a residential or non-residential structure.

(B) Solid Waste: Solid waste collection services are available to serve the demands generated by the Annexed Property as 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 generally depicted on the Conceptual Plan (Exhibit "C"), 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 _____, 2025~~5~~6.

_____
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 _____, ~~2054~~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:_____

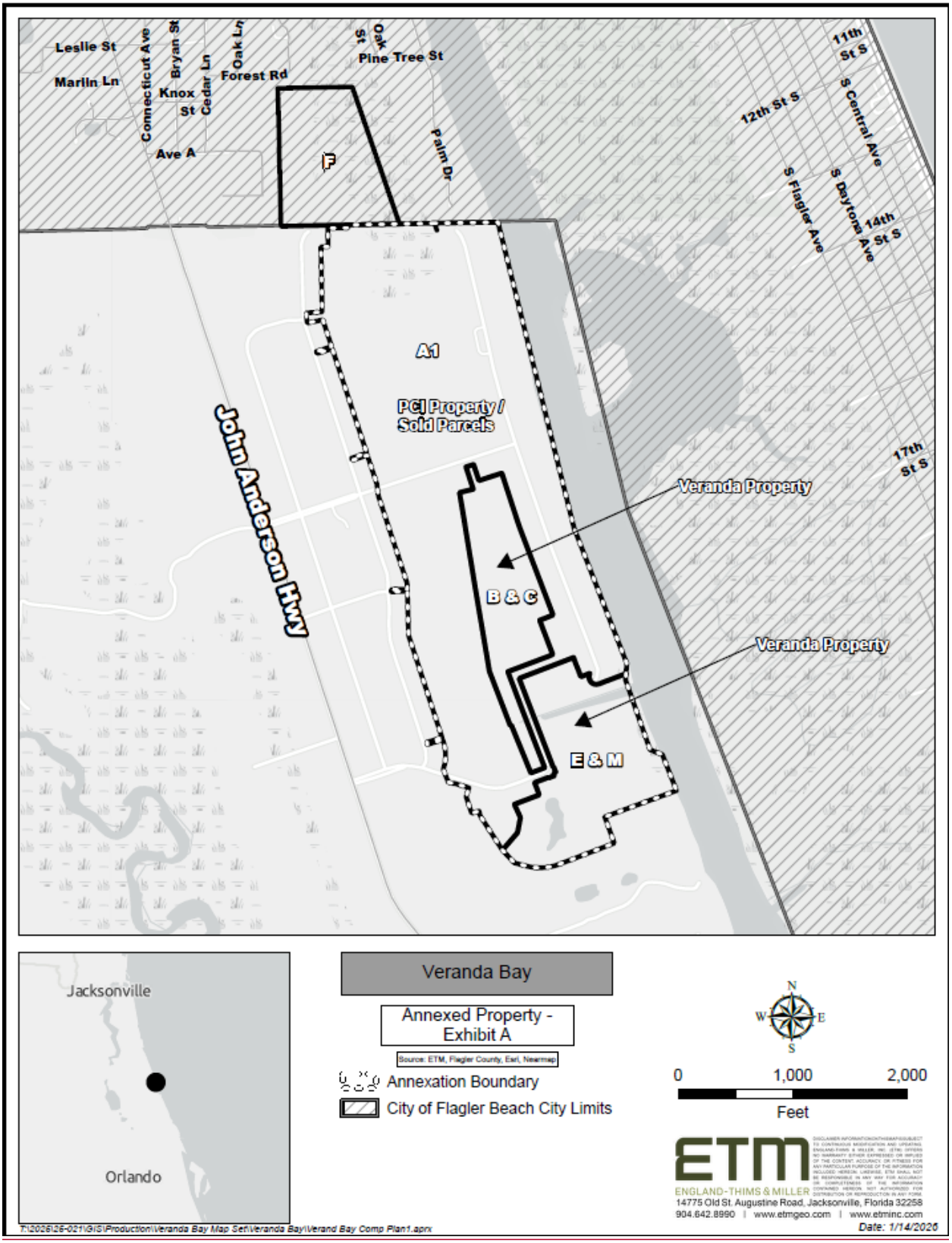
STATE OF _____
COUNTY OF _____

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 _____, ~~2025~~2026.

_____

NOTARY PUBLIC

EXHIBIT "A"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Palm Dr
11th St S
12th St S
S Central Ave
S Flagler Ave
S Daytona Ave
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17th St S
A1
PCI Property / Sold Parcels
John Anderson Hwy
Veranda Property
B & C
Veranda Property
E & M
Jacksonville
Orlando
Veranda Bay
Annexed Property - Exhibit A
Source: ETM, Flagler County, Esri, Nearmap
Annexation Boundary
City of Flagler Beach City Limits
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2,000
Feet
ETM
ENGLAND-THIMS & MILLER
14775 Old St. Augustine Road, Jacksonville, Florida 32258
904.642.8990 | www.etmgeo.com | www.etminc.com
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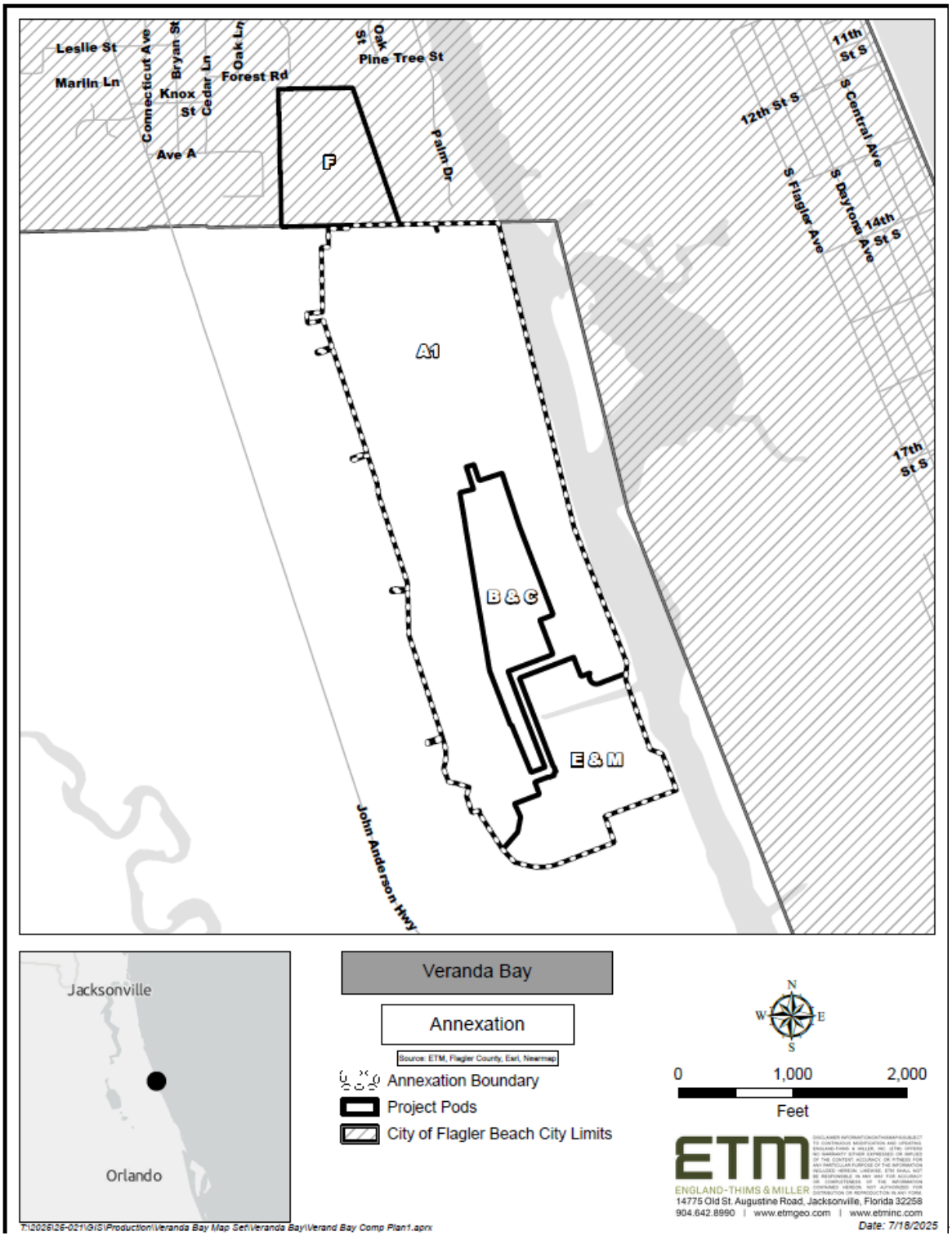
Date: 1/14/2026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11th St S
12th St S
S Central Ave
S Flagler Ave
S Daytona Ave
14th St S
17th St S
F
A1
B & C
E & M
John Anderson Hwy
Jacksonville
Orlando
Veranda Bay
Annexation
Source: ETM, Flagler County, Esri, Nearmap
Annexation Boundary
Project Pods
City of Flagler Beach City Limits
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14775 Old St. Augustine Road, Jacksonville, Florida 32258
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Date: 7/18/2025
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EXHIBIT "A"

ANNEXED PROPERTY

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.

~~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.~~

EXHIBIT "A"

PCI PROPERTY

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 2A12 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.

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.~~

EXHIBIT "A"

VERANDA PROPERTY

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.

EXHIBIT "A"

SOLD PARCELS

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.

~~**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).

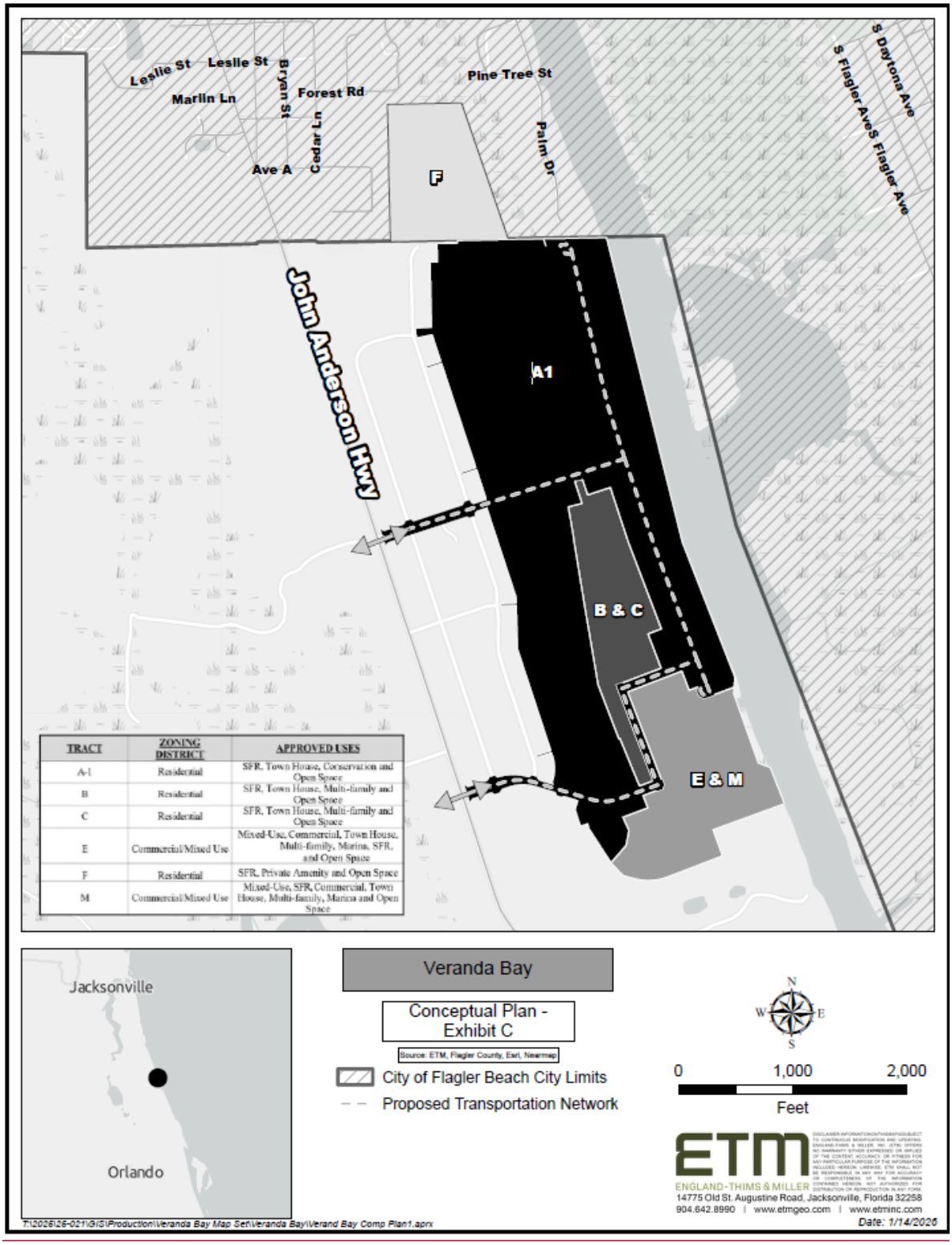
9. St. Johns River Water Management District ERP Permit number 80599-8 issued October 7, 2021 (Gardens Phase 1A, 1B, 1C, 2A, 2B and 2C – now known as Veranda Bay).

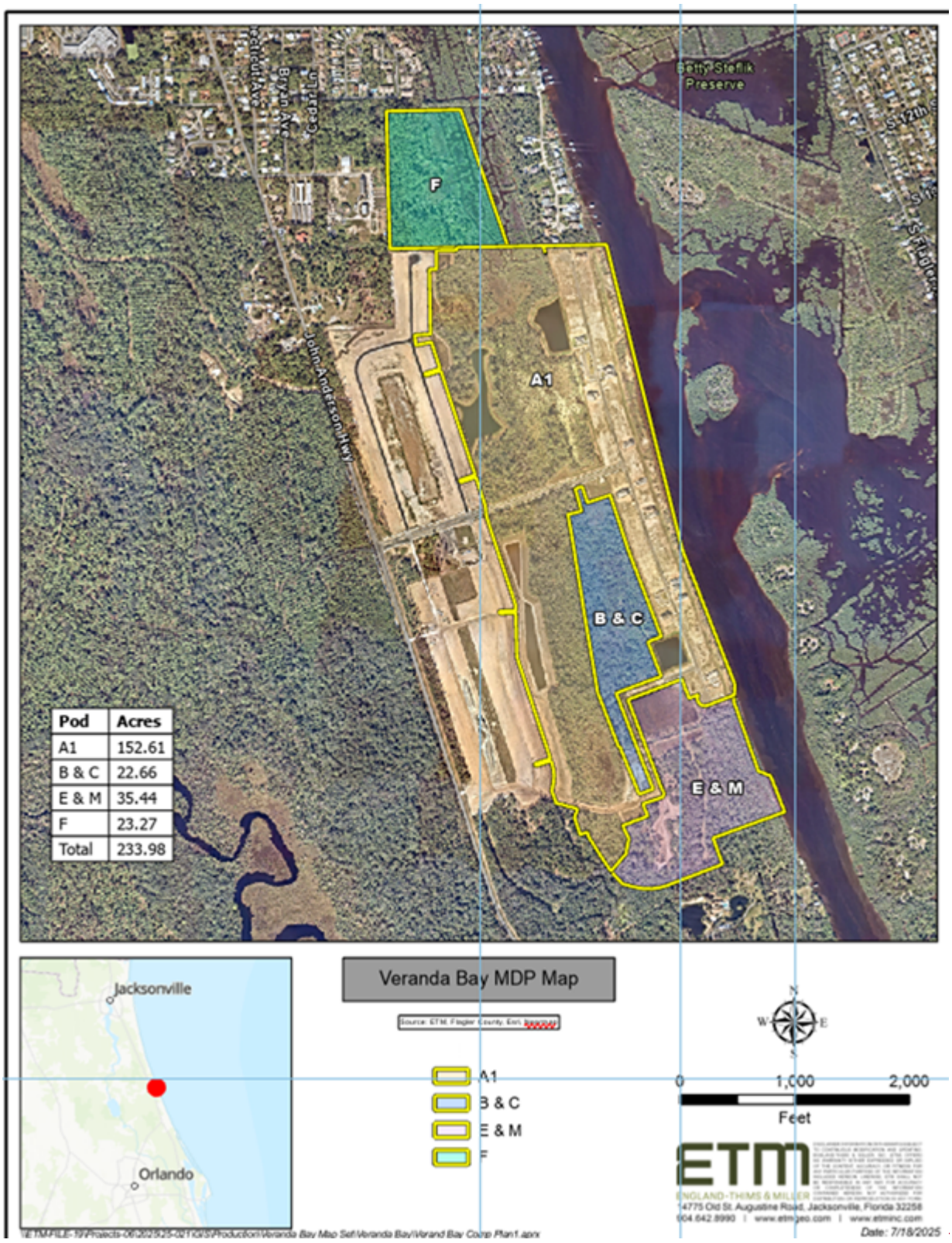
10. Utility Service Agreement with City of Flagler Beach recorded on March 29, 2022 in Official Records Book 2672, Page 74, Public Records of Flagler County, Florida.

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"


Leslie St
Leslie St
Marlin Ln
Bryan St
Forest Rd
Cedar Ln
Ave A
Pine Tree St
Palm Dr
S Daytona Ave
S Flagler Ave
S Flagler Ave
F
A1
B & C
E & M
John Anderson Hwy
TRACT | ZONING DISTRICT | APPROVED USES
A-1 | Residential | SFR, Town House, Conservation and Open Space
B | Residential | SFR, Town House, Multi-family and Open Space
C | Residential | SFR, Town House, Multi-family and Open Space
E | Commercial/Mixed Use | Mixed-Use, Commercial, Town House, Multi-family, Marina, SFR, and Open Space
F | Residential | SFR, Private Amenity and Open Space
M | Commercial/Mixed Use | Mixed-Use, SFR, Commercial, Town House, Multi-family, Marina and Open Space
Jacksonville
Orlando
Veranda Bay
Conceptual Plan - Exhibit C
Source: ETM, Flagler County, Esri, Nearmap
City of Flagler Beach City Limits
Proposed Transportation Network
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: 1/14/2026
T:\2026\26-021\GIS\Production\Veranda Bay Map Set\Veranda Bay\Verand Bay Comp Plan1.aprx


F
A1
B & C
E & M
Betty Steflik Preserve
John Anderson Hwy
Bryan Ave
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
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F
0
1,000
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Feet
ETM
Date: 7/18/2025

Staff Report

City Commission Regular Meeting

February 26, 2026

To:	City Commission
From:	Lupita McClenning, Planner
Meeting Date:	February 26, 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 (Second [Final] 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. Ordinance 2025-21 VB CLEAN w exhibits 02262026
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. City Planners Power Point 11132025
5. BIS 2025-21 VB
6. Ord 2025-21 Flagler-Palm Coast News-Tribune Attachment
7. 2025-21 Affidavit Annex VB
8. 2025-21 Affidavit 2nd Reading Observer

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 NO MORE THAN 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 Palm Coast Observer and Flagler/Palm Coast News-Tribune 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 22nd day of January, 2026.

ADOPTED on Second Reading after due public notice and public hearing this 26th day of February, 2026.

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

ATTEST: _____
Patti King, Mayor

_____
Penny Overstreet, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
D. Andrew Smith, III, City Attorney

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

EXHIBIT "A"

ANNEXED PROPERTY

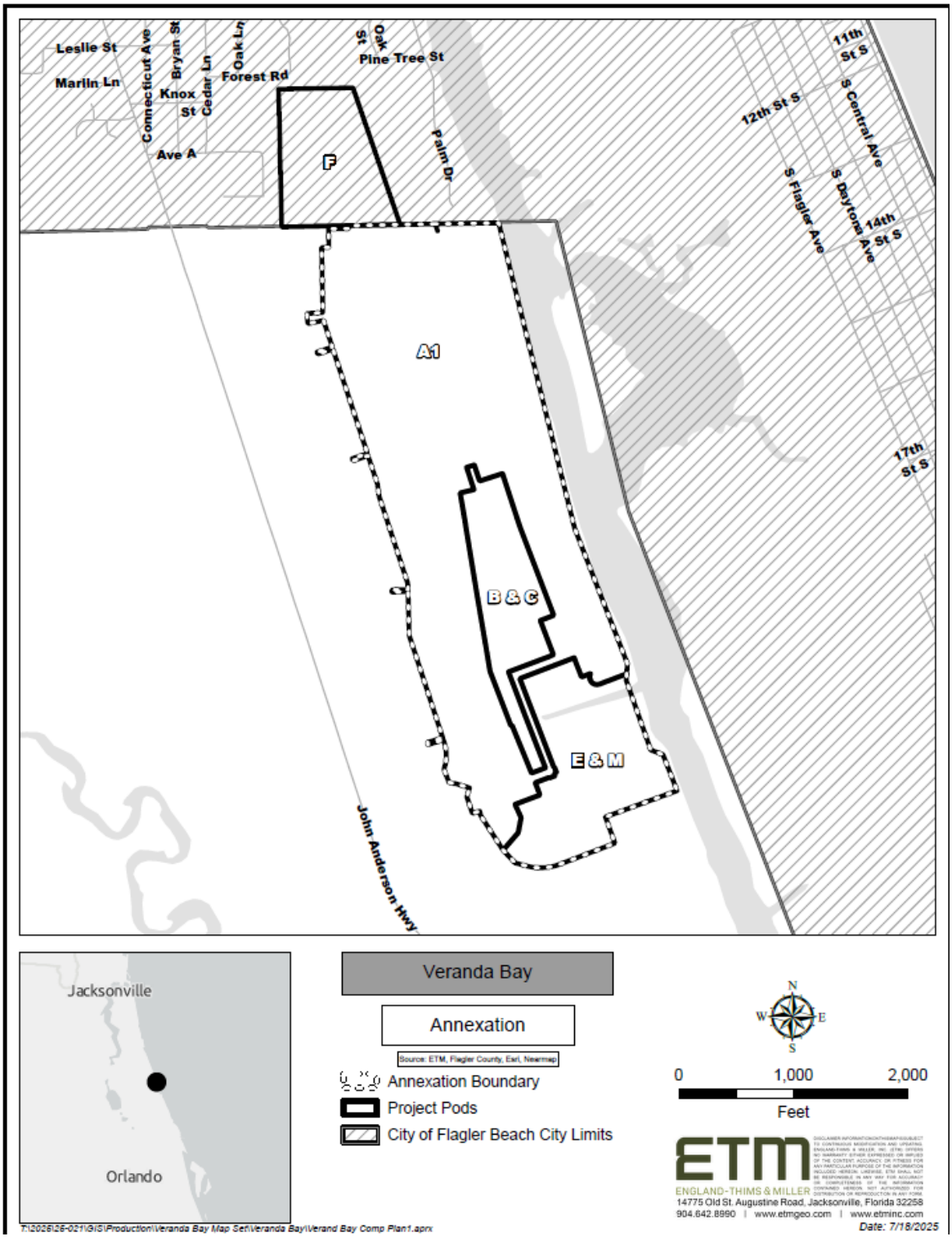
PART OF PHASE 1-A AND 2-A VERANDA BAY AND PART OF SECTION 38, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA,

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.

EXHIBIT “B”


Leslie St
Marlin Ln
Connecticut Ave
Bryan St
Knox St
Cedar Ln
Oak Ln
Forest Rd
Ave A
Oak St
Pine Tree St
Palm Dr
F
A1
B & C
E & M
11th St S
12th St S
s Central Ave
s Flagler Ave
s Daytona Ave
14th St S
17th St S
John Anderson Hwy
Jacksonville
Orlando
Veranda Bay
Annexation
Source: ETM, Flagler County, Esri, Nearmap
Annexation Boundary
Project Pods
City of Flagler Beach City Limits
N
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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
T:\2025\25-021\GIS\Production\Veranda Bay Map Set\Veranda Bay\Verand Bay Comp Plan1.aprx
Date: 7/18/2025

EXHIBIT "C"

Serial Number
25-00353F

Observer
You. Your Neighbors. Your Neighborhood.
PalmCoastObserver.com

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

COUNTY OF FLAGLER

STATE OF FLORIDA

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

being a Public Hearing

in the matter of Ordinance 2025-21

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

issues of 9/25/2025

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

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

Nancy Kay Raymond

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

25th day of September, 2025 A.D.

by Nancy Kay Raymond who is personally known to me.

Notary Public, State of Florida
(SEAL)

SARA HUBERT
NOTARY
My Comm. Expires
Sept. 7, 2026
HH 309909
PUBLIC
STATE OF FLORIDA

CITY OF FLAGLER BEACH NOTICE OF PUBLIC HEARING

The City Commission proposes to adopt Ordinance No. 2025-21 Entitled:

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

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

PUBLIC HEARINGS ARE SCHEDULED TO BE HELD AT CITY HALL, 105 S. 2ND STREET, FLAGLER BEACH, FLORIDA AS FOLLOWS:

PLANNING AND ARCHITECTURAL REVIEW BOARD: TUESDAY, OCTOBER 7, 2025 AT 5:30 P.M.

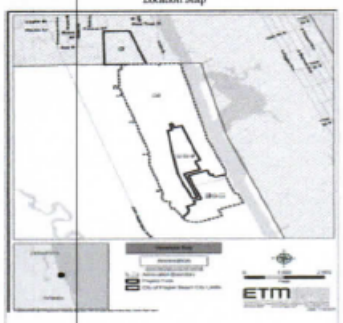
1ST READING: CITY COMMISSION: THURSDAY, OCTOBER 9, 2025 AT 5:30 P.M. OR AS SOON THEREAFTER AS POSSIBLE.

2ND READING: CITY COMMISSION: THURSDAY, NOVEMBNER 13, 2025 AT 5:30 P.M., OR AS SOON THEREAFTER AS POSSIBLE.

Copies of the proposed Ordinance and legal description of the property by metes and bounds are available and may be obtained from the office of the City Clerk at 386-517-2000 Ext. 233.

Persons are advised that, if they decide to appeal any decision made at these meetings/hearings, they will need a record of the proceedings and for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based, per Section 286.0105, Florida Statutes. In accordance with the Americans with Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk's Office at 386-517-2000 Ext. 233 at least 48 hours prior to the meeting.

Location Map



Sep. 25 25-00353F

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

PETITION FOR VOLUNTARY LAND ANNEXATION

PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION:

OWNER'S NAME: Palm Coast Intracoastal, LLC PHONE: 386-986-2411

ADDRESS: 3129 Springbank Lane, #201 Charlotte NC 28226

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

See attached Exhibit "A"

_____ SUBDIVISION _____ LOT _____ BLOCK _____

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

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

Whereas, the property us reasonably compact

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

Palm Coast Intracoastal, LLC

_____ Signature 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.

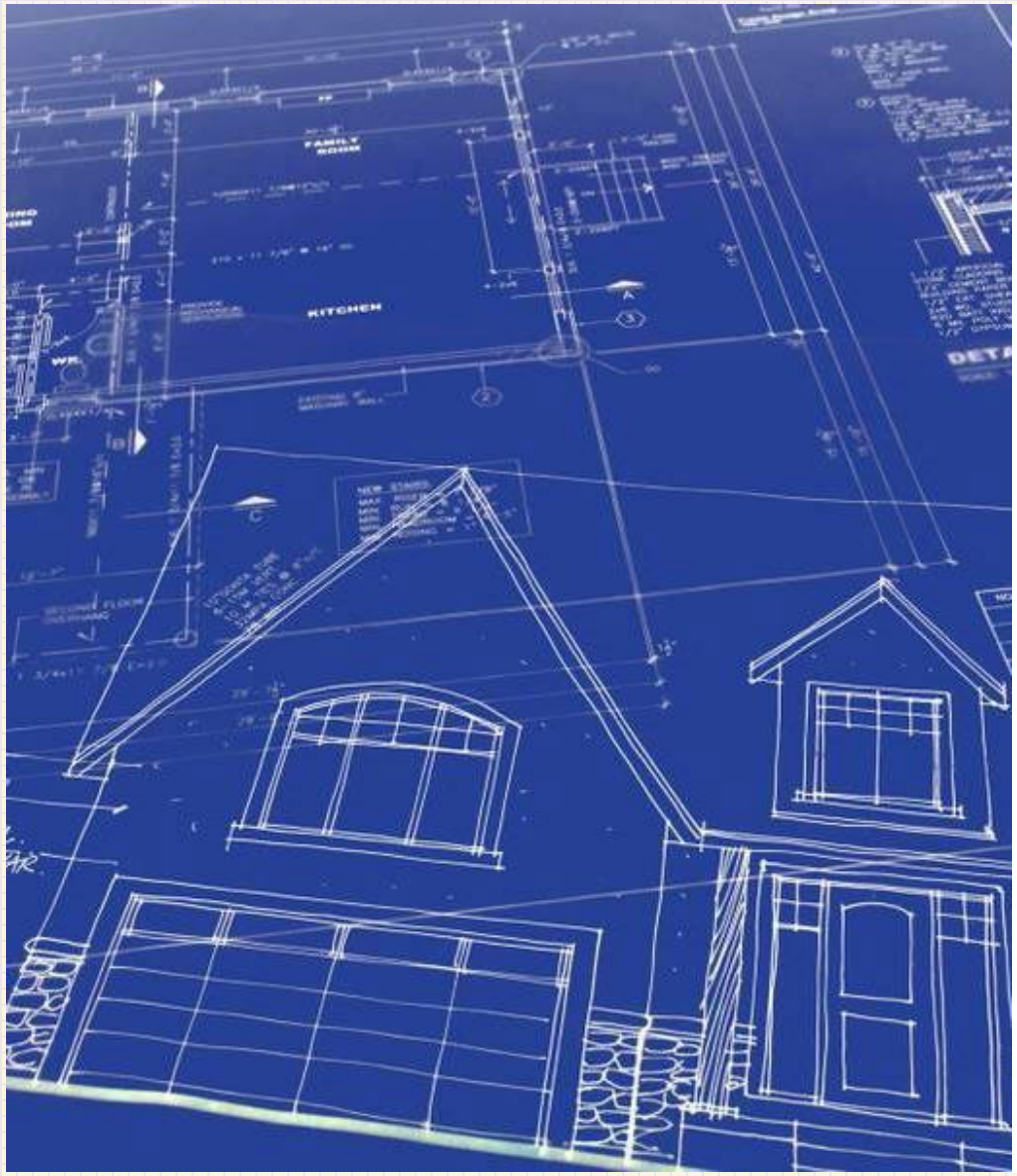
The City is taking action to expand the capacity of its potable water, wastewater and reuse and represents those facilities shall be in place and available to serve new development no later than the issuance by the City of Flagler Beach of a certificate of occupancy or its functional equivalent. See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



City Commission

NOVEMBER 13, 2025

CITY COMMISSION CHAMBERS

Background Summary

Timeline

City Commission Transmits Large Scale FLUM

Sept 2024

FL Commerce sends City FB two (2) competing emails

Oct 2024

FL Commerce changes status of Large-Scale FLUM to DRI

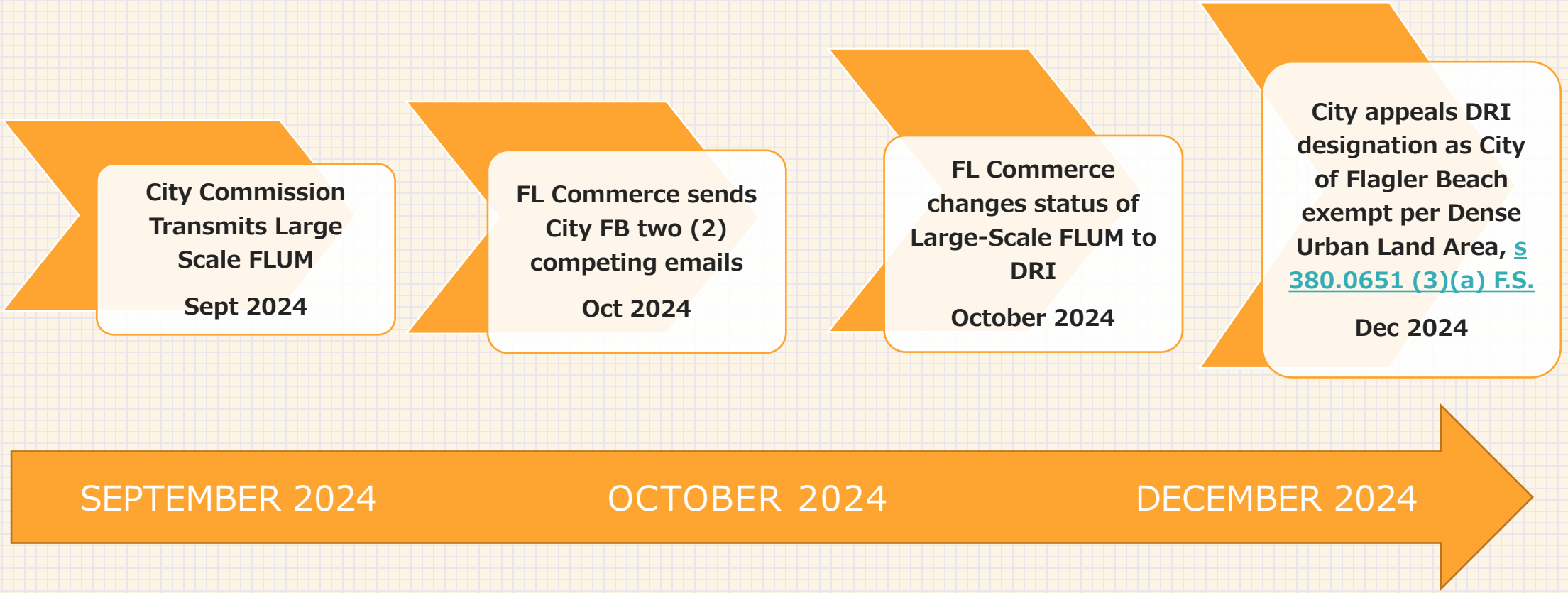
October 2024

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

Dec 2024/Jan 2025

SEPTEMBER 2024 OCTOBER 2024 DECEMBER 2024

Summary: *September - December 2024*



Large Scale Future Land Use Amendment State Requirements

Florida Commerce Requirements

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

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

Section 163.3184(4), Florida Statutes

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

City Moves Forward 2025 Q1, Q2, and Q3



Elements in Compliance w/State

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

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

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

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









Public and Agency Comments 2024

COMMENTS INCLUDED IN DEVELOPMENT AGREEMENT



2024 Public and Agency Comments

Policies in MPDA

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

Policies in MPDA

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

Policies in MPDA

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

2024 Public and Agency Comments

Policies in MPDA

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

Policies in MPDA

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



Q4 – 2025

Two (2) Pre-Annexation Agreements

VERANDA BAY | SUMMERTOWN



2025

2 Distinct Annexation Submittals

2 Distinct Future Land Use Map and Text Amendments

2 Distinct Master Planned Development Agreements

VERANDA BAY | SUMMERTOWN







Agenda

- 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

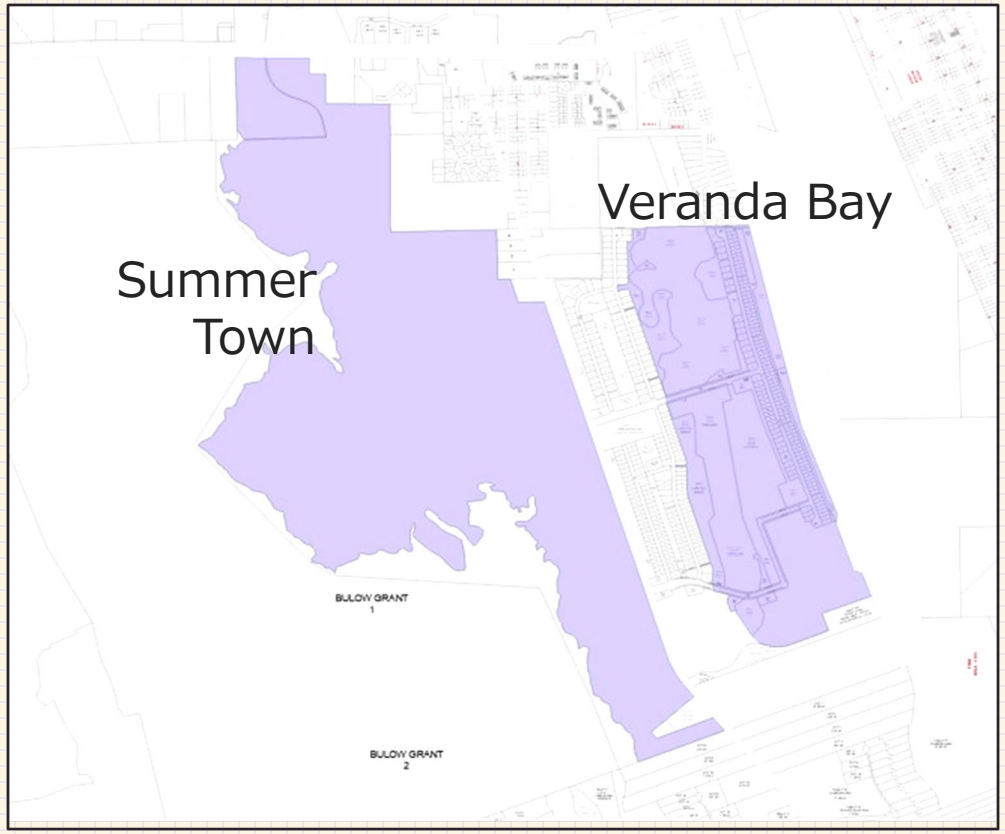
Voluntary Annexation

VERANDA BAY



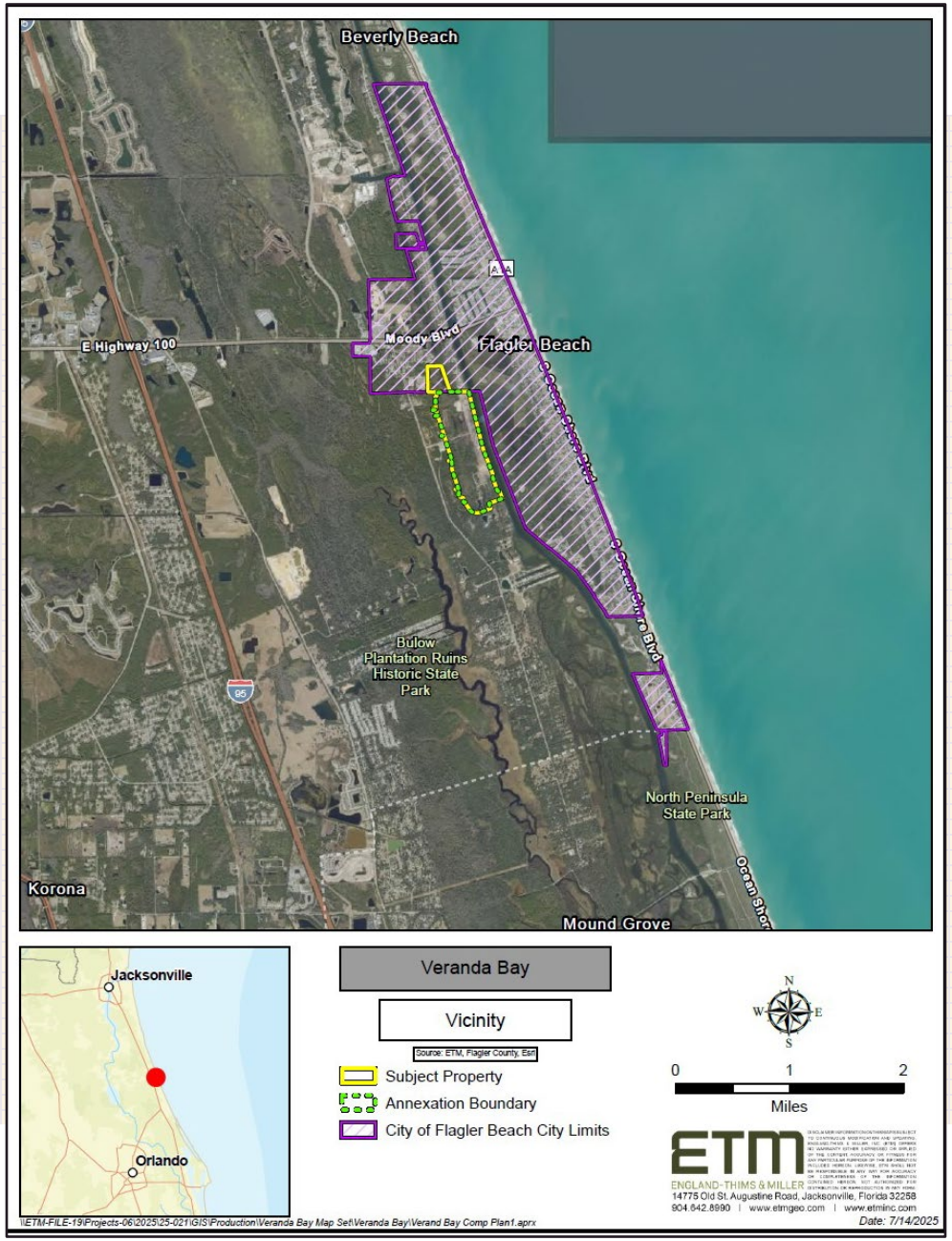
Voluntary Annexation into City of Flagler Beach, FL

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.**



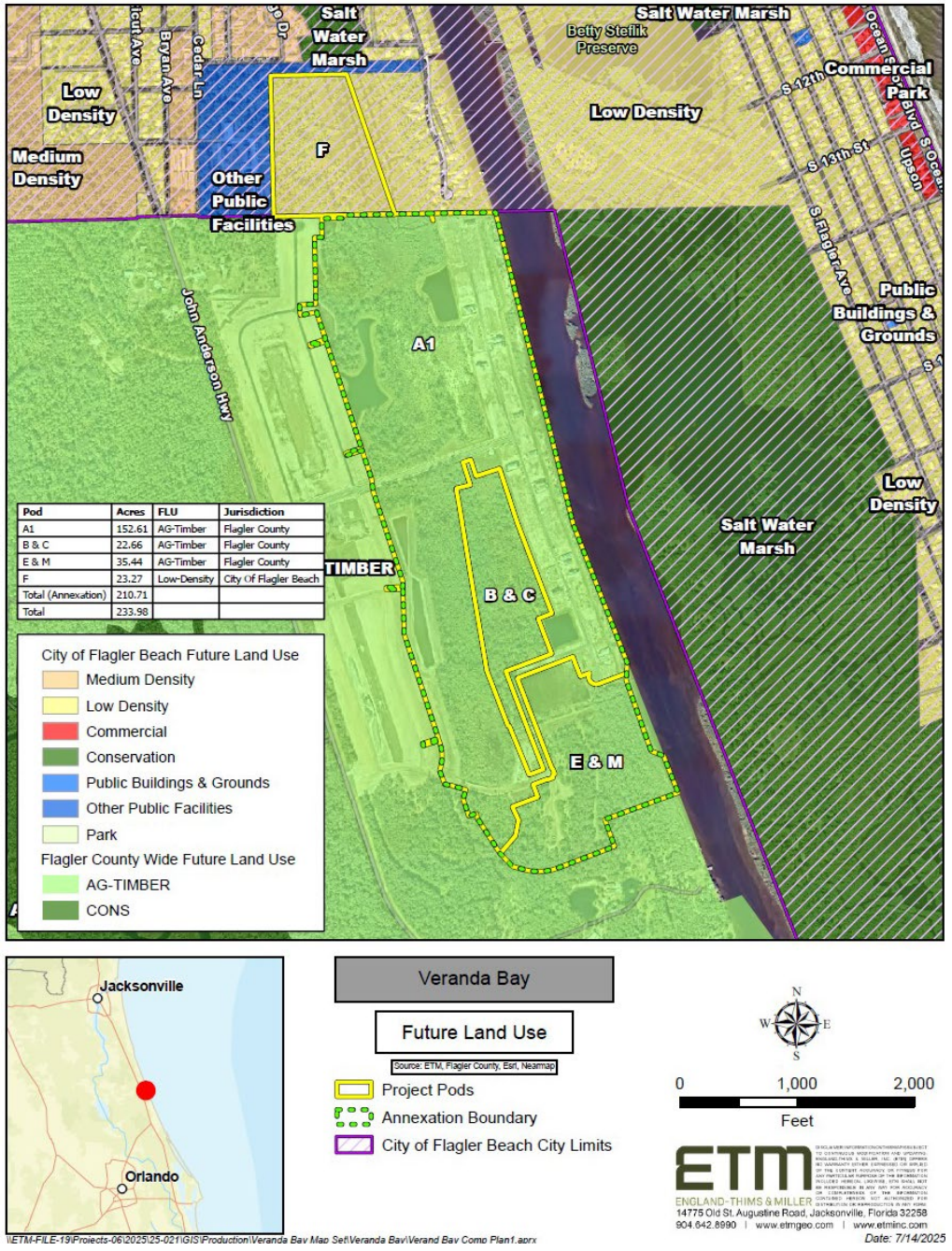
Veranda Bay Voluntary Annexation 211+/- acres

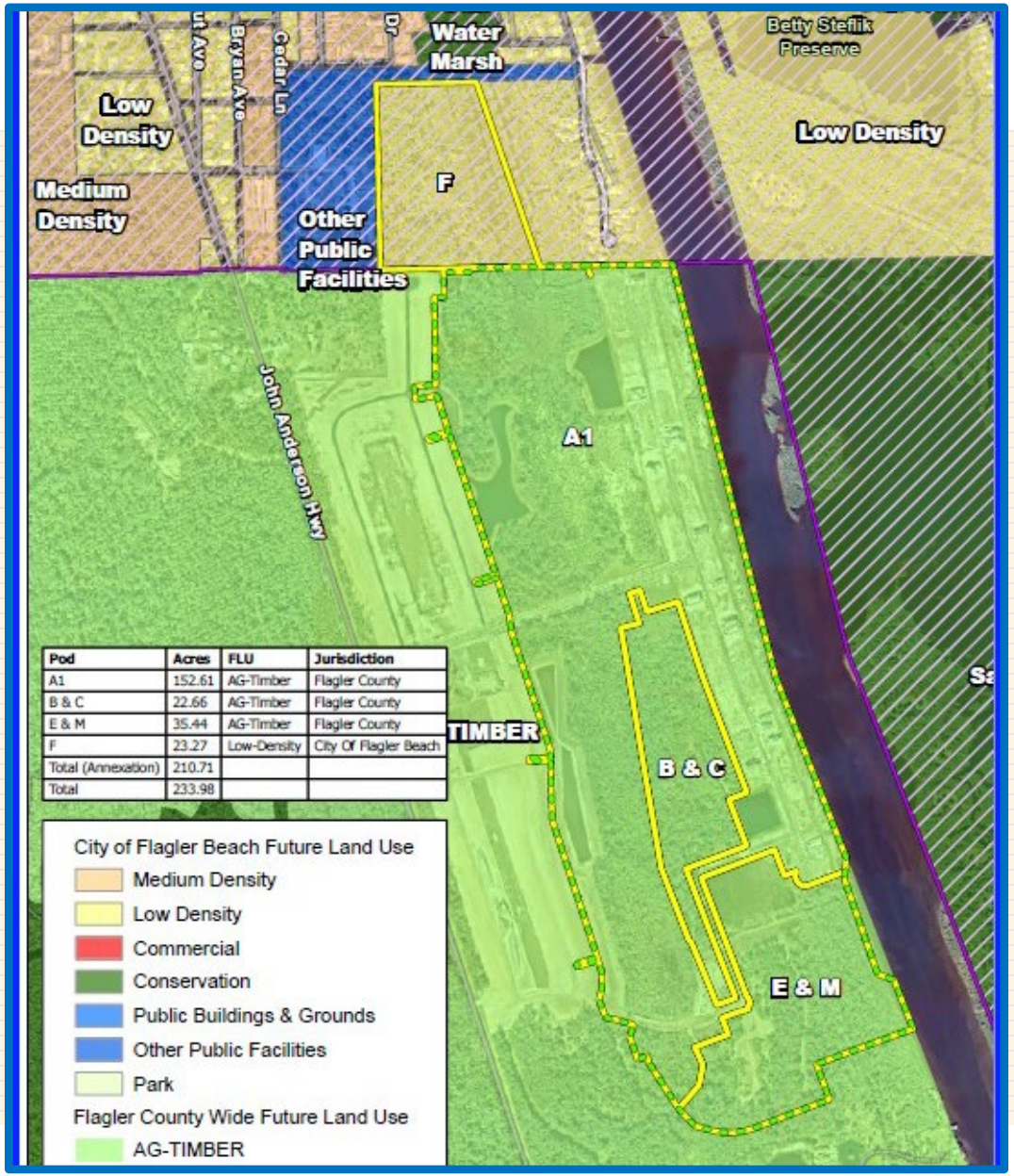
The proposed annexation meets criteria set forth in Subsection 171.044, Florida Statutes regarding the character of the area to be annexed.

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





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.

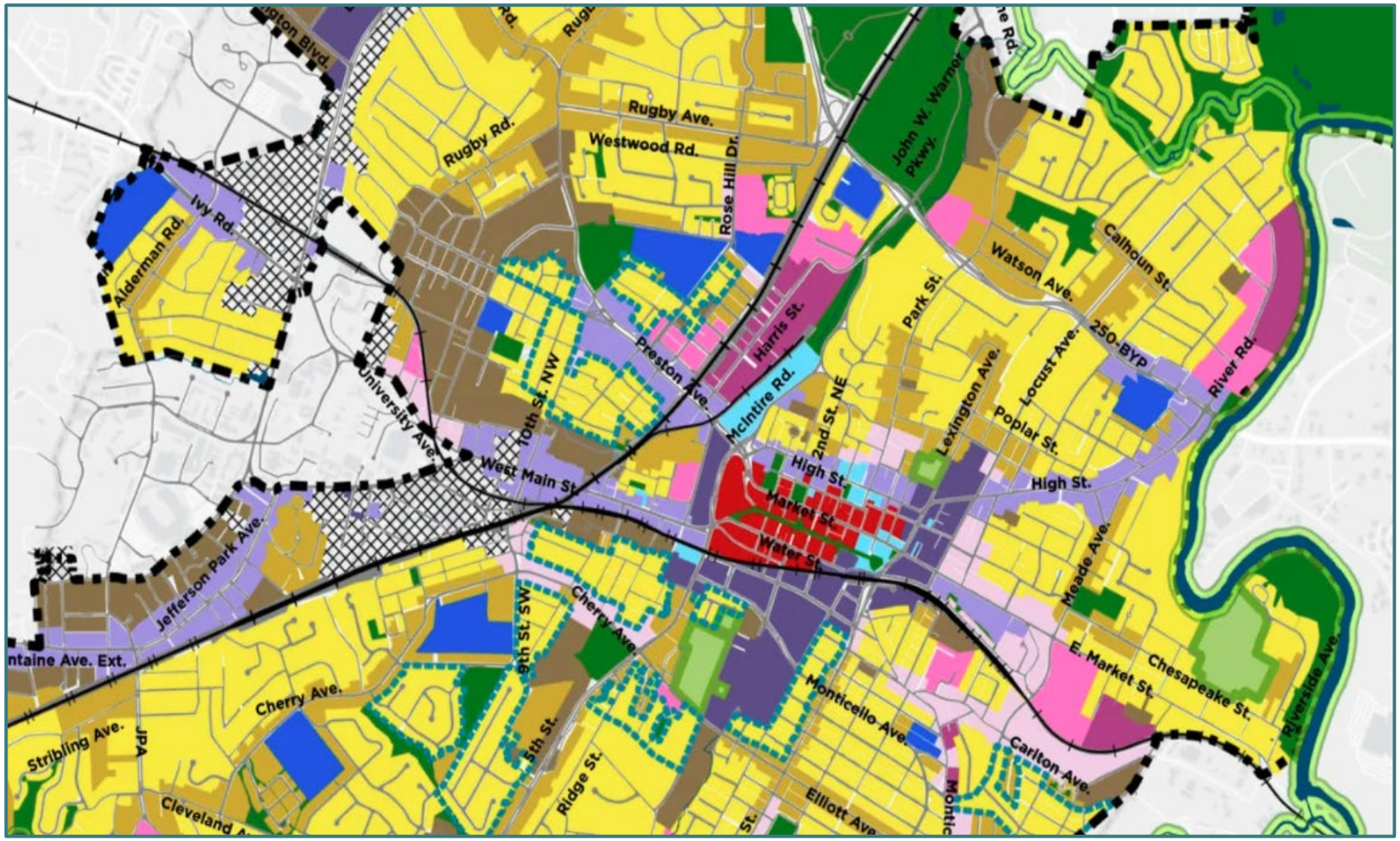
Master Planned Development Agreement

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?

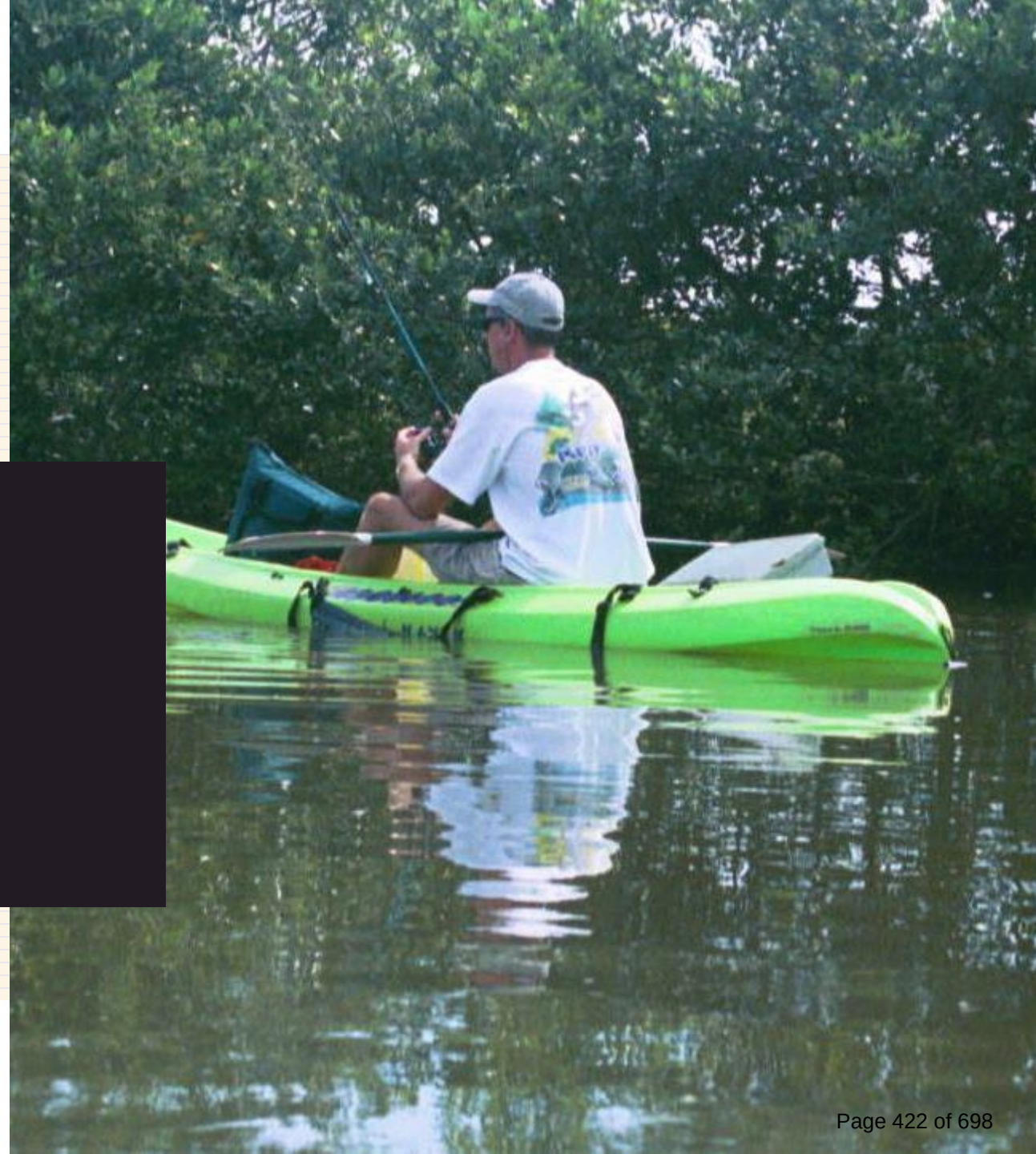
Zoning affects how the City looks and works, now and in the future.

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

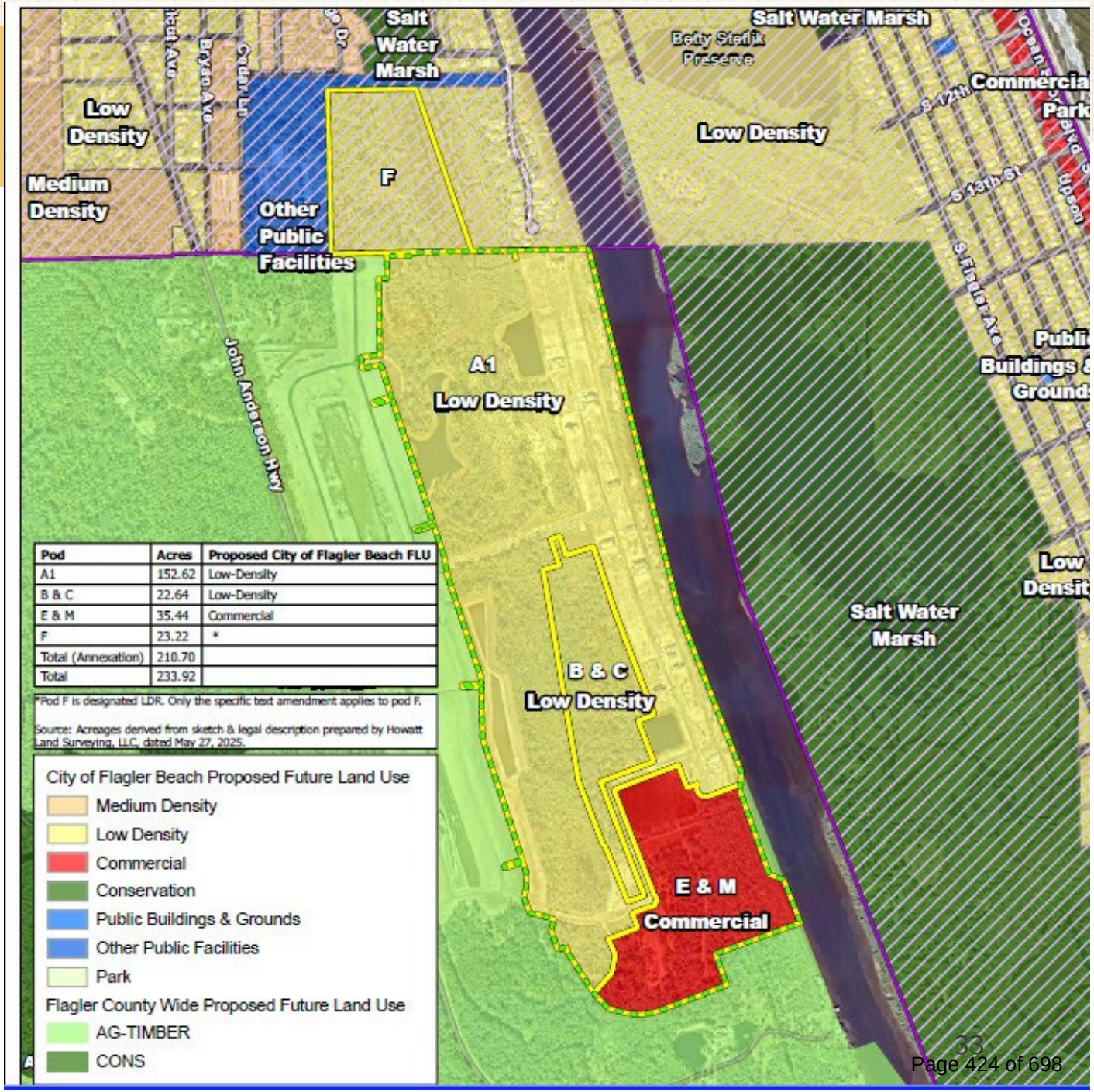
(a) Veranda Bay Marina - mixed-use, low-density development providing commercial and significant open space, including preserved lands. Preserved lands subject to passive recreation, conservation areas, a marina basin, buffers, and wetlands. *See Exhibit D FLUM pods A1, B&C, E&M and F; and definitions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

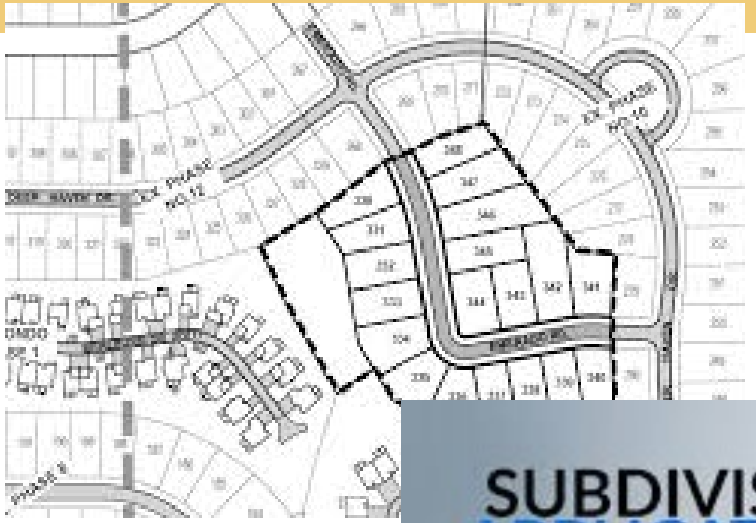
The MPD Master Plan aligns with the Comprehensive Plan, goals and policies.

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.

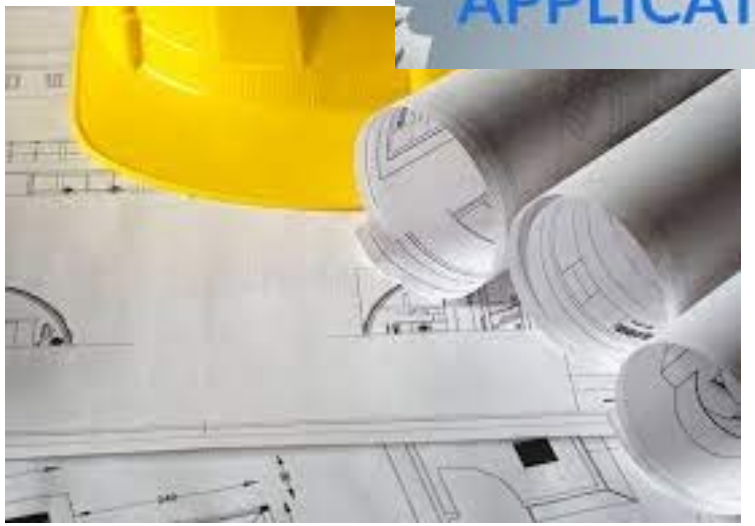
This section also references the construction timing and phasing. (Phasing previously submitted to School Board.) - LM

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?



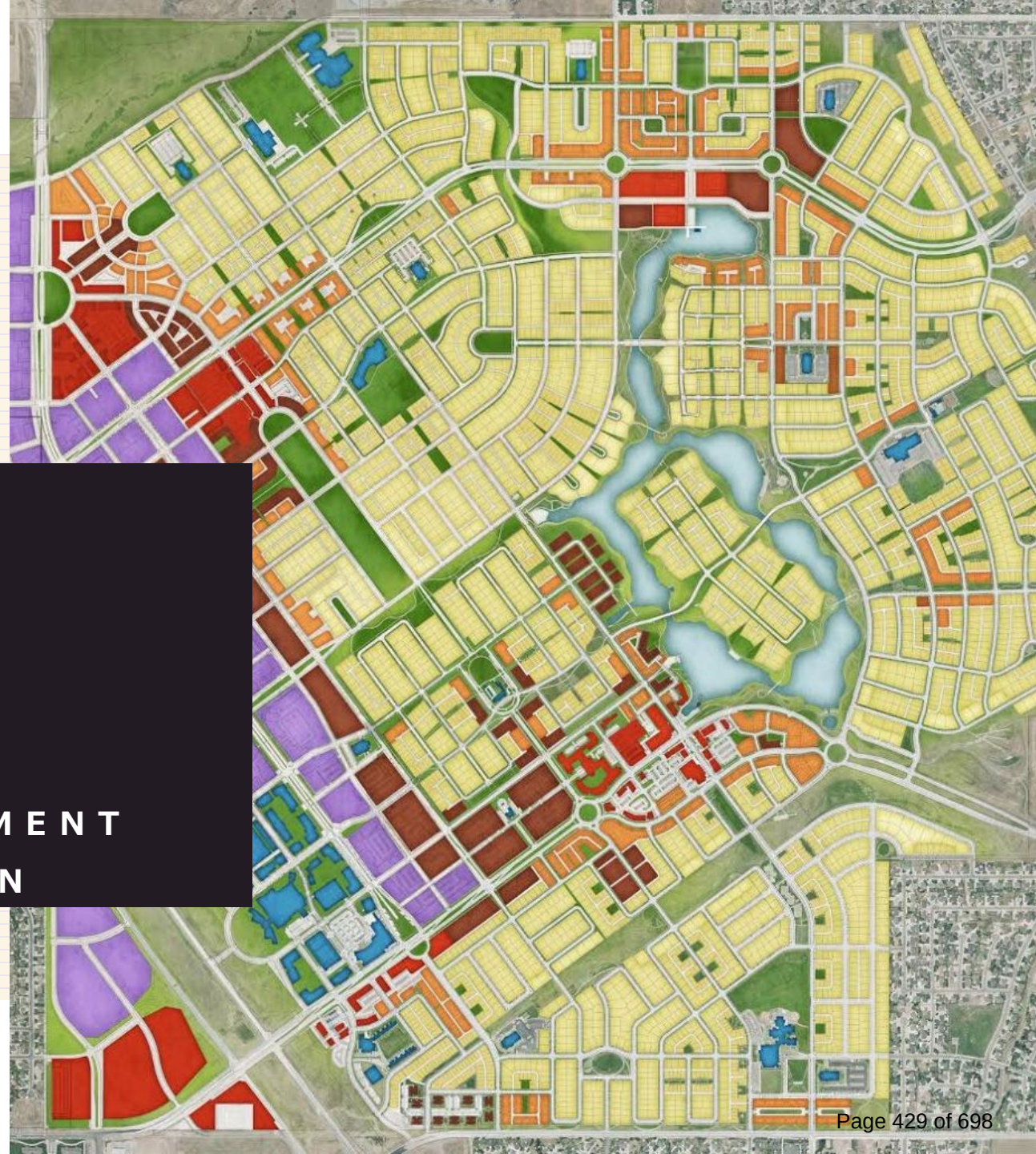






Section 5

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

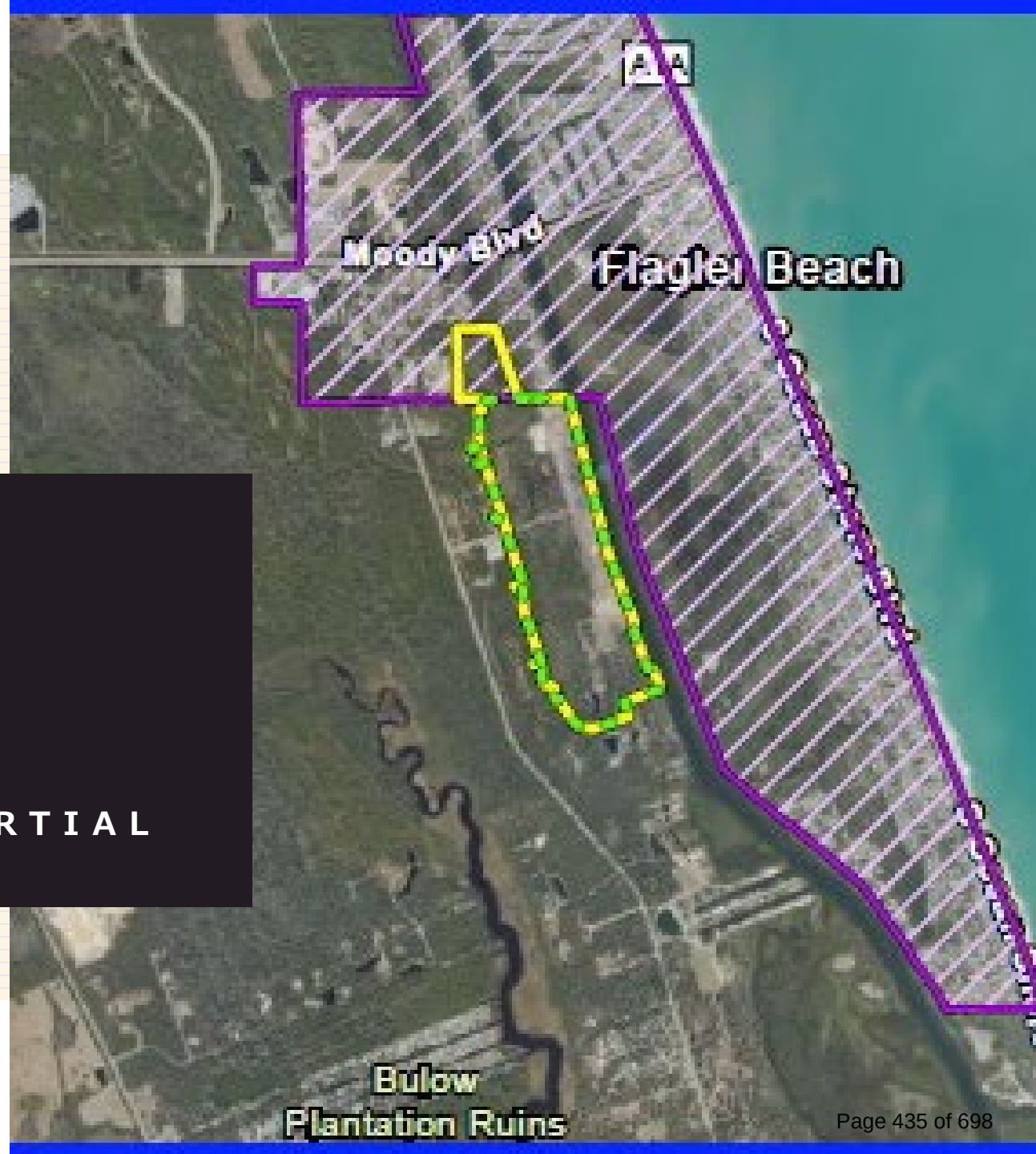


Section 7 – Vehicular/Non-Vehicular, Interconnectivity & Pedestrian Access pg. 9

- 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

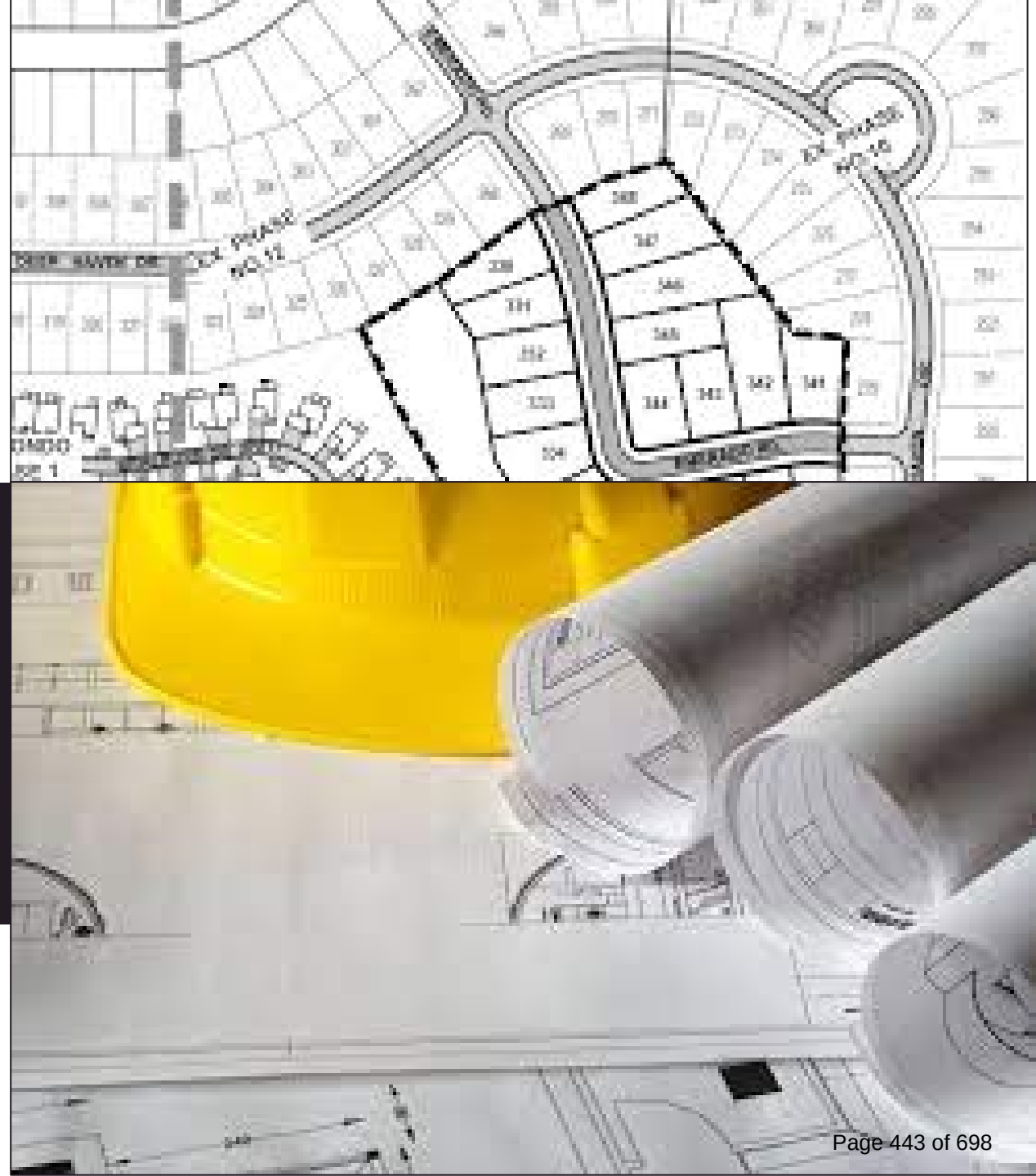
- 1100 acres
- Boating ramp
- Active and passive recreation
- Declarant shall dedicate or cause to be conveyed to City a two (2) acre park/recreational facility with direct access west side of John Anderson Highway
- Passive trail and recreation
- Coordinate with Flagler County to link Blue Way Trails.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

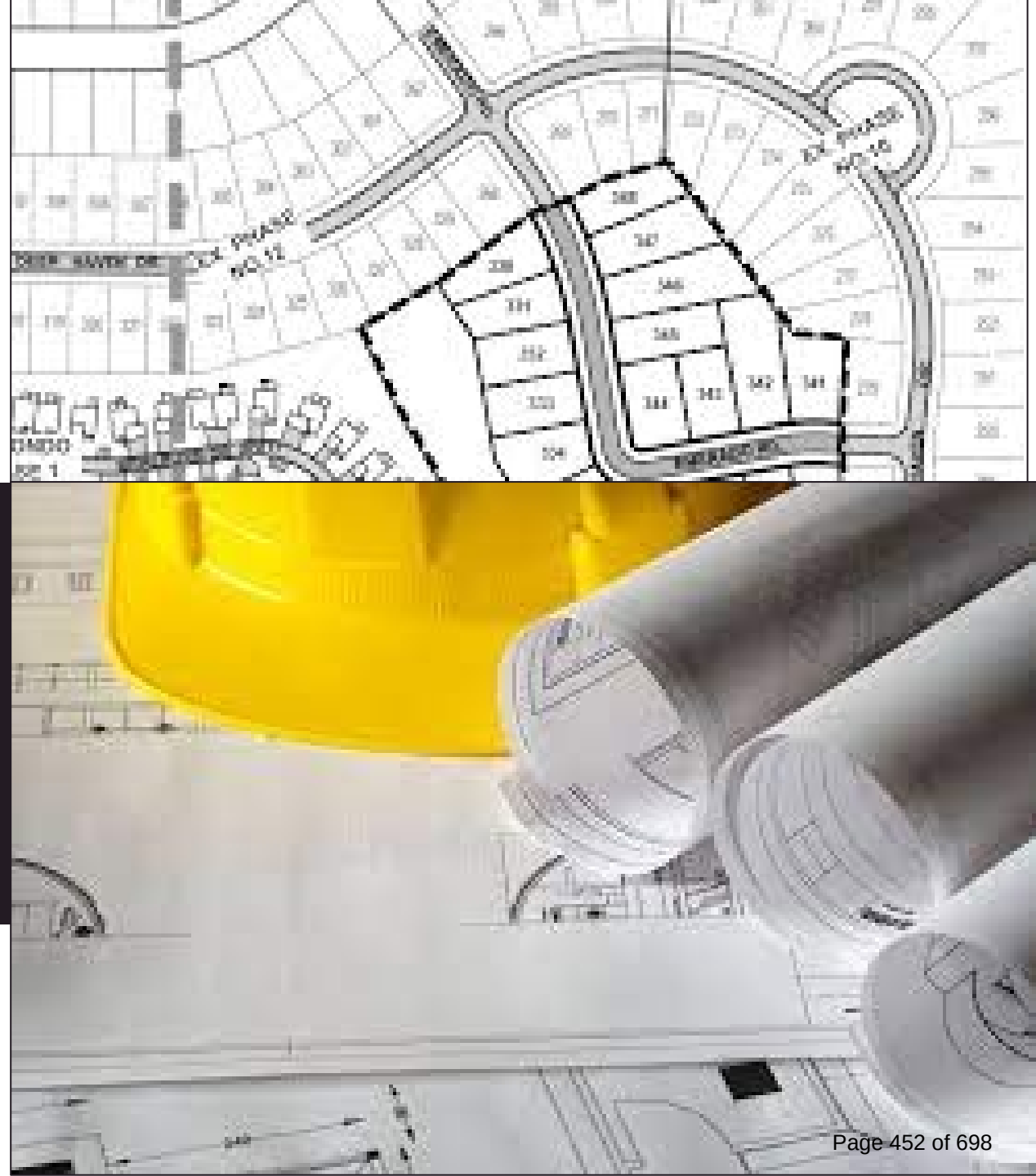
- Accessory uses and structures will be allowed in accordance provided uses and structures are customarily incidental and clearly subordinate to the principal use.

(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

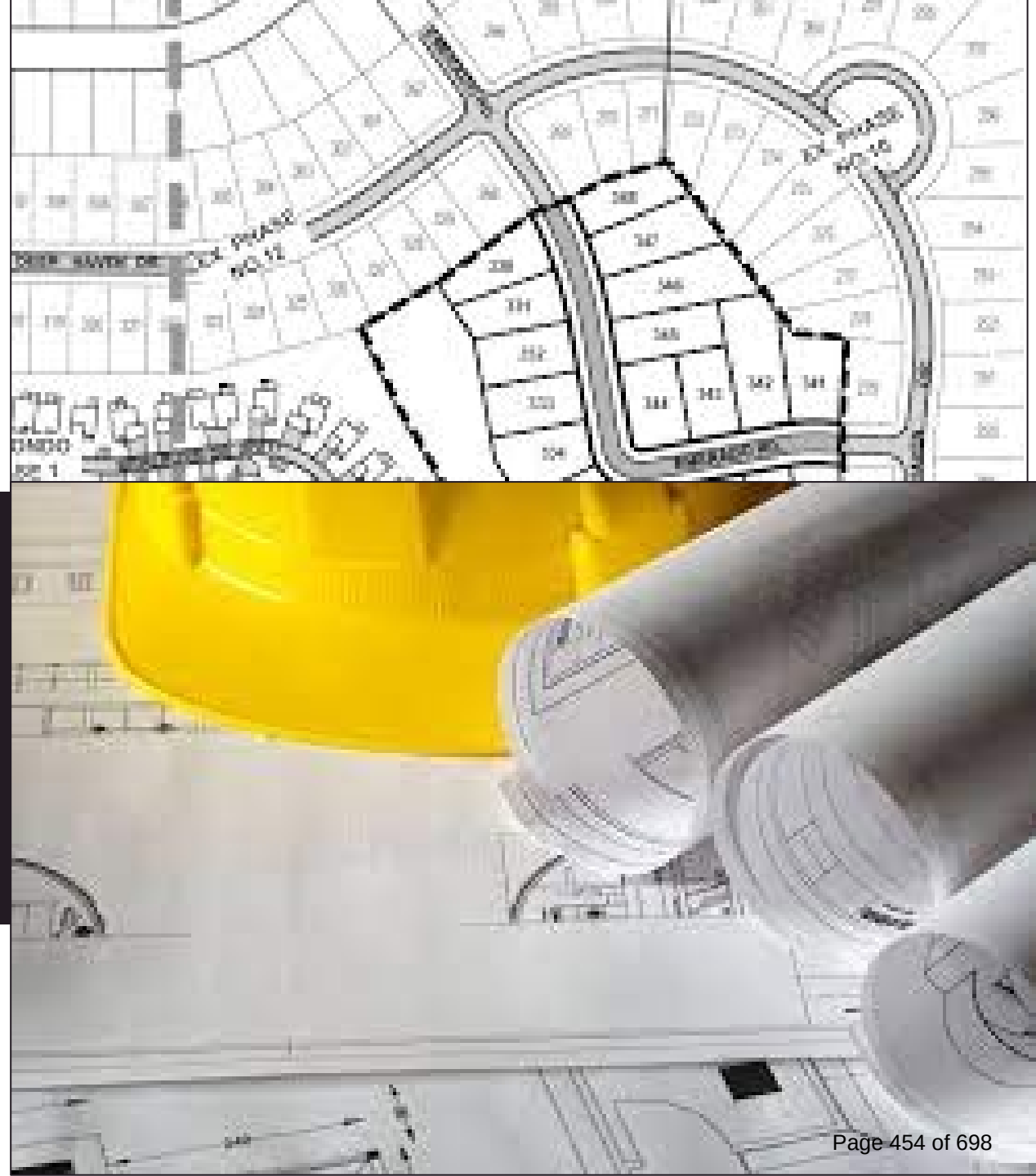
- Roadways shall be constructed concurrently with development of adjacent lots.
- Contiguous roadways will be available at all times prior to the issuance of building permits for that phase
- Internal sidewalks shall be constructed adjacent to each residential lot at the time the home is constructed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

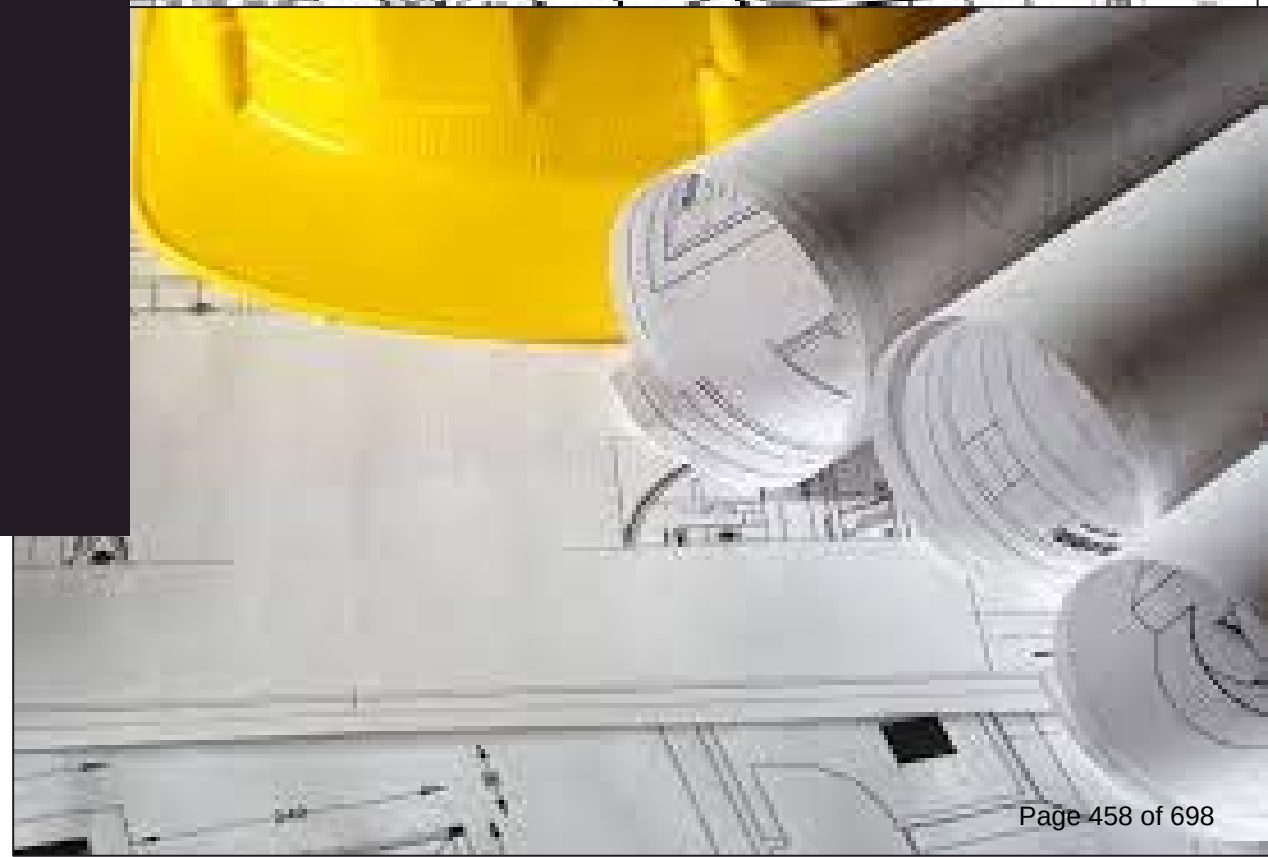
Commercial Design Guidelines

- 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,

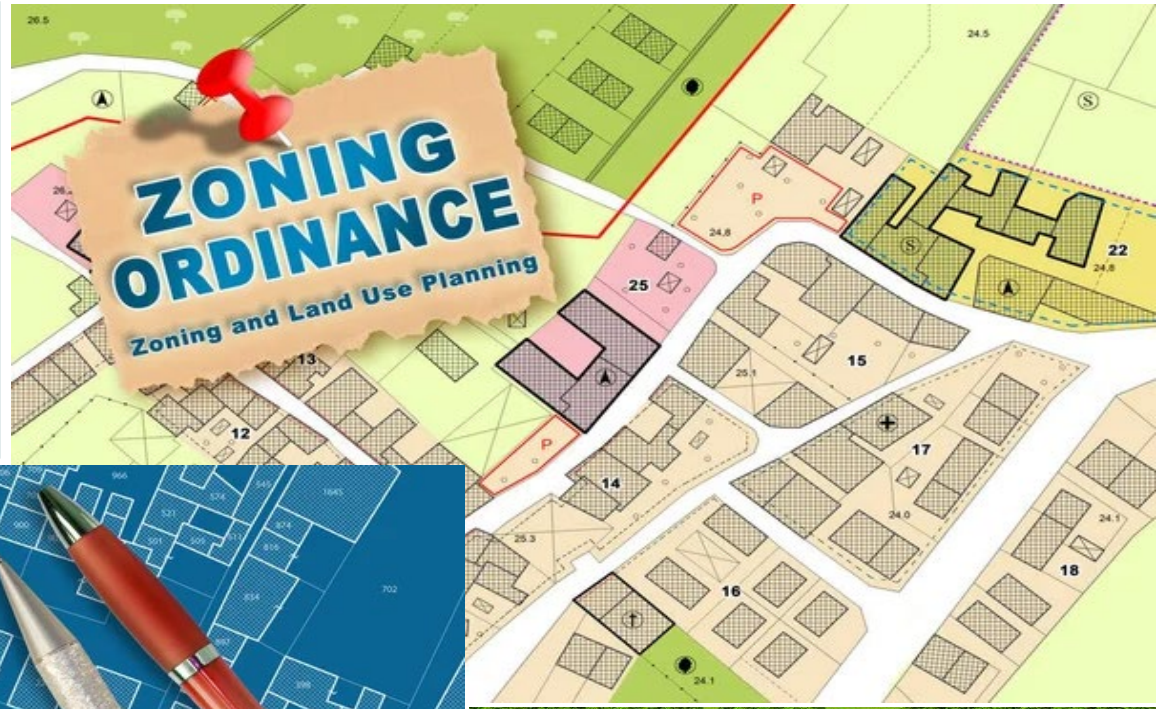
(ii) a property owners association or

(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

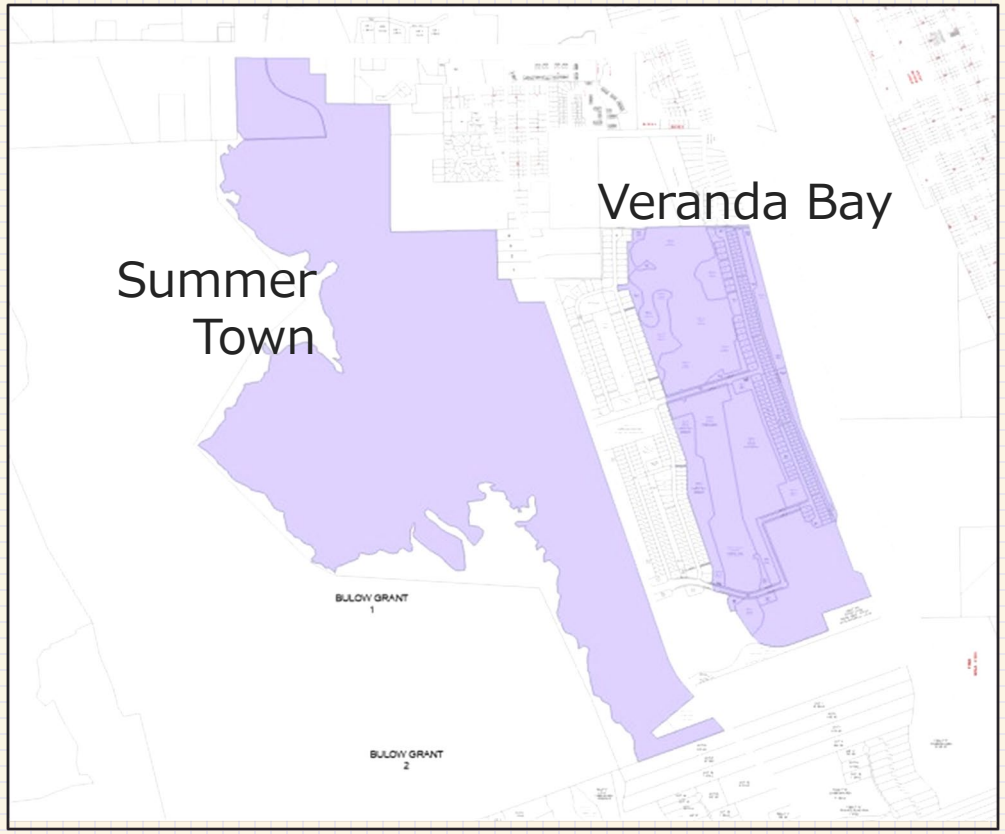
Voluntary Annexation

SUMMERTOWN



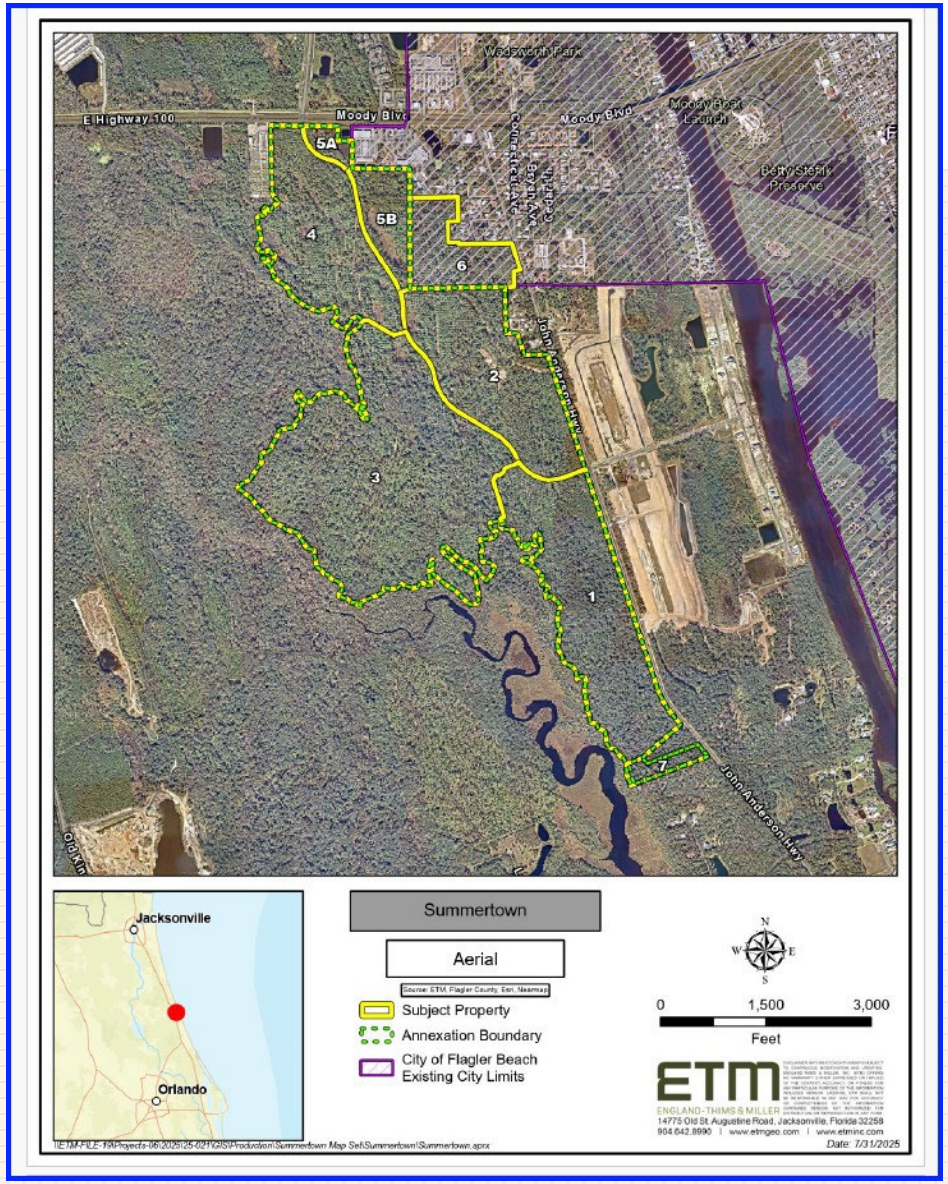
Voluntary Annexation into City of Flagler Beach, FL

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.



Source: ETM Map 2025

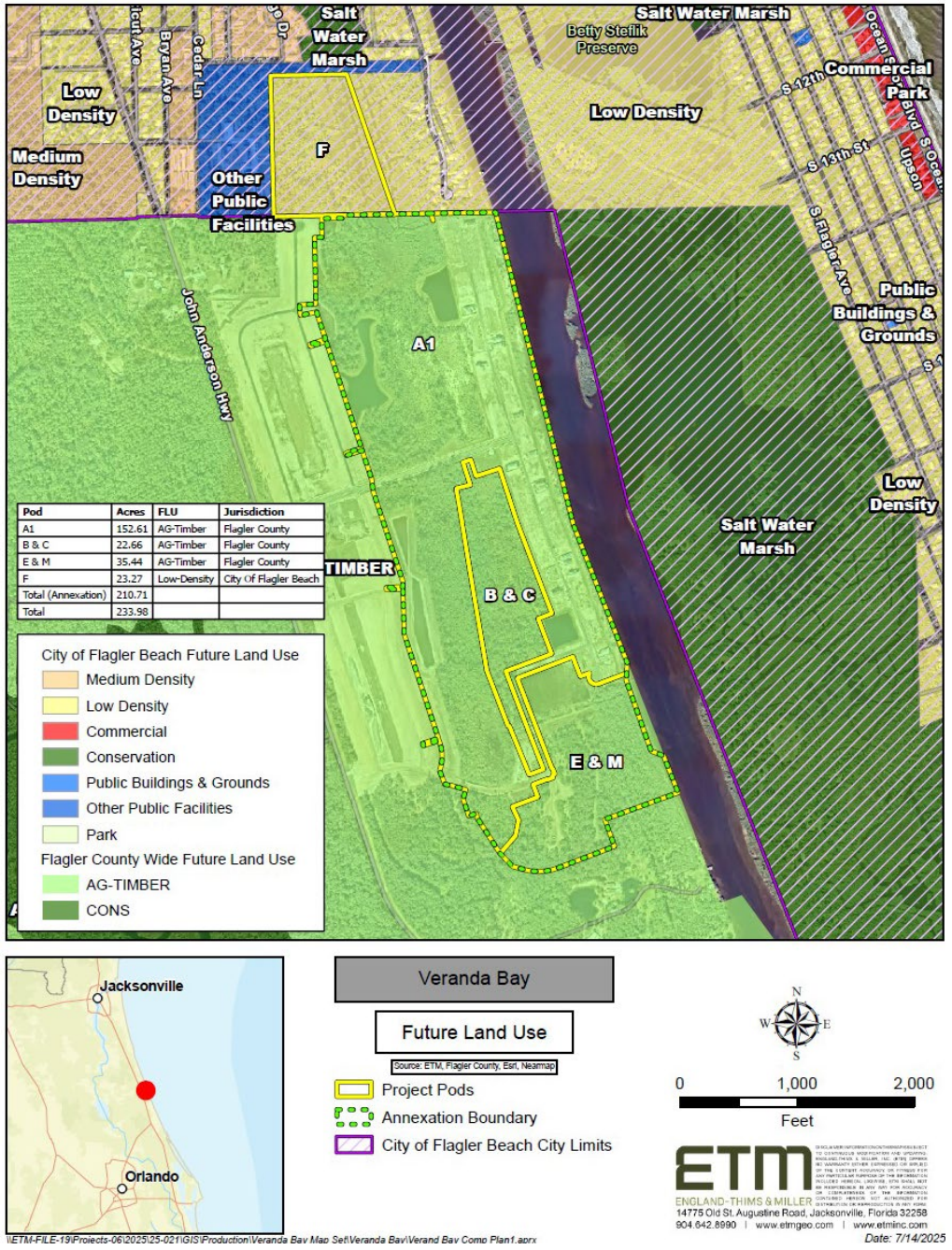
Summertown Voluntary Annexation 545+/- acres

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.

Large Scale Future Land Use Amendment

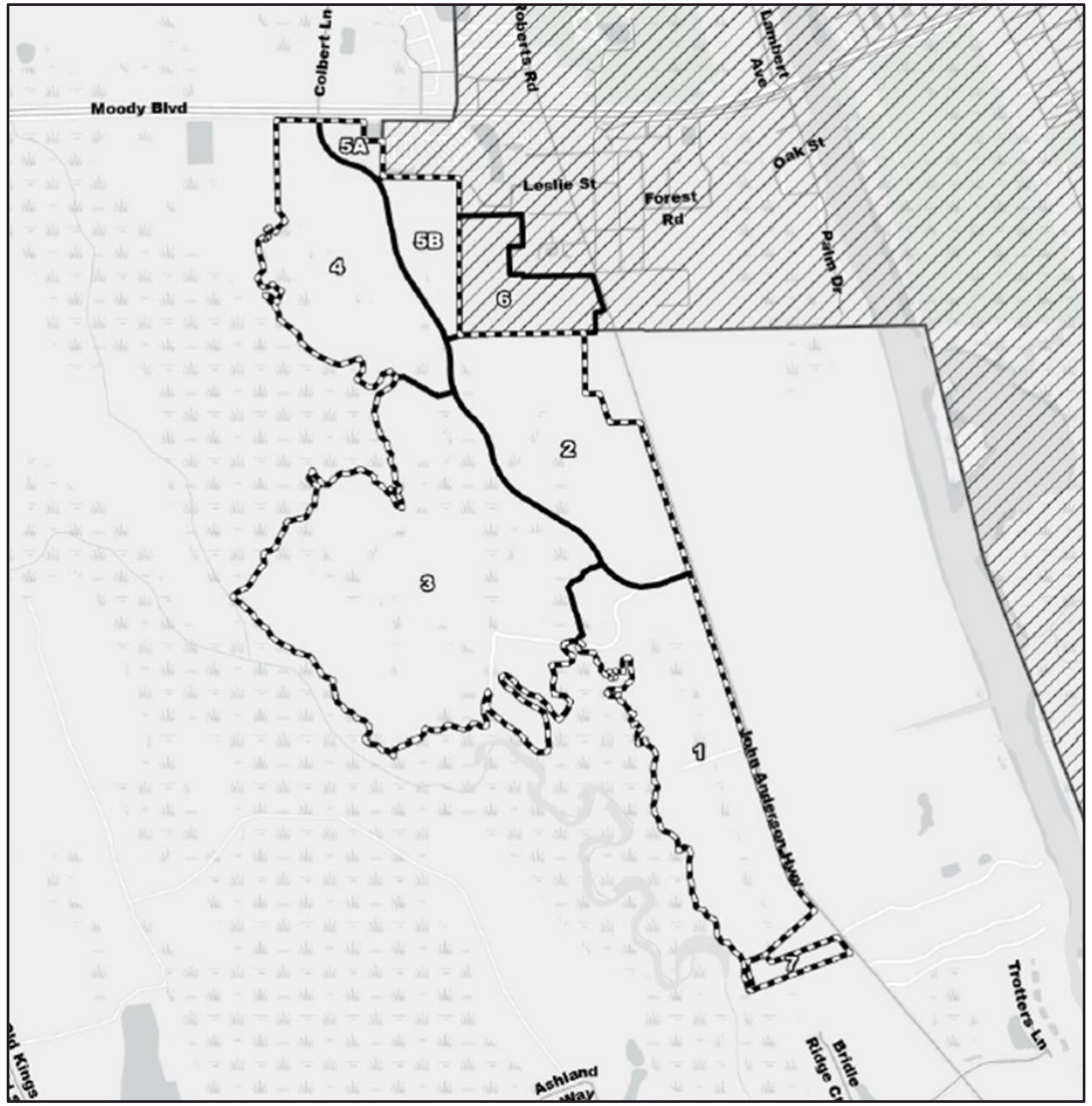
SUMMERTOWN



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



2025-21

USA TODAY CO.

LocaliQ

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

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DTB Palm Coast News Tribune 02/11/2026, 02/18/2026

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Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 02/18/2026

Legal Clerk

Notary, State of WI, County of Brown

9-3-29

My commission expires

Publication Cost:	$221.70	
Tax Amount:	$0.00	
Payment Cost:	$221.70	
Order No:	12057414	# of Copies:
Customer No:	763298	1
PO #:	Voluntary Annexation	

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KONGMENG YANG
Notary Public
State of Wisconsin

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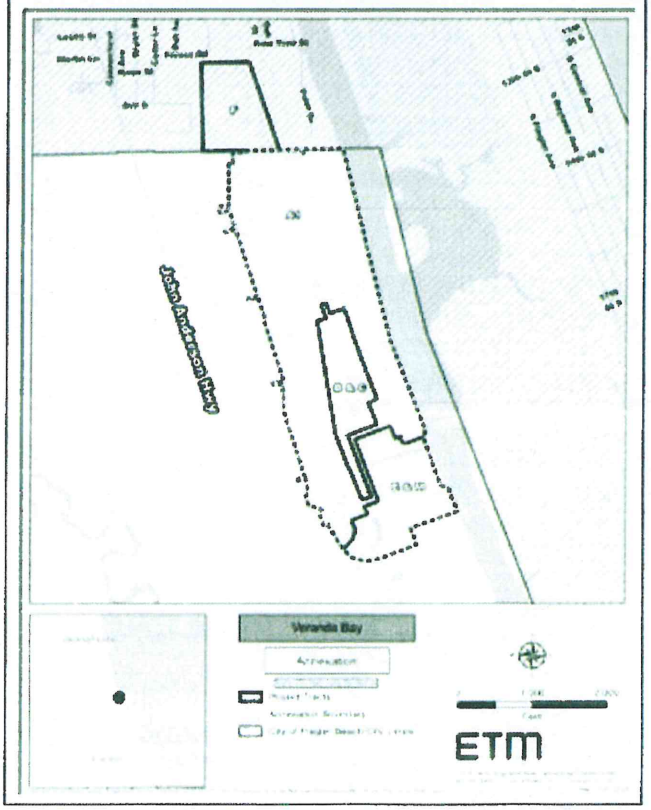

Observer

PALM COAST OBSERVER; Published Weekly

Palm Coast Flagler County FLORIDA

PUBLISHER'S AFFIDAVIT OF PUBLICATION
STATE OF FLORIDA
COUNTY OF FLAGLER

Before the undersigned authority, Brandon Bressner, personally appeared, who under oath, says he/she is a registered representative of Palm Coast Observer, a weekly newspaper published at Palm Coast in Flagler County, Florida, that the attached copy of advertisement, being a
Municipal - Public Hearing

in the matter of
CITY OF FLAGLER BEACH NOTICE OF PUBLIC HEARING

was published in said newspaper by print in the issue(s) of:
Feb. 12, 19, 2026

and by publication on the newspaper's publicly available website, if authorized, on Feb. 12, 19, 2026

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

(Signature of Affiant)

Sworn to and subscribed before me this
This 19th day of February, 2026.

(Signature of Notary Public)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known X or produced identification ____

Type of identification produced _____

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

CR 334490

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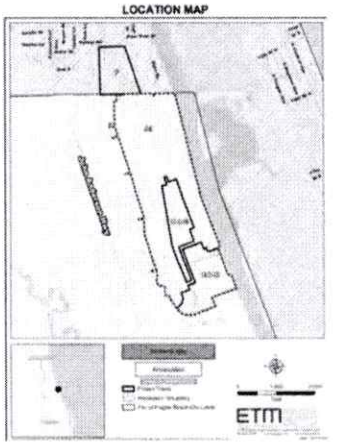
Interested parties may appear at the meeting and be heard with respect to the proposed ordinance.

Copies of the proposed Ordinance and current 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



7763-334490
Feb. 12. 19. 2026

Staff Report

City Commission Regular Meeting

February 26, 2026

To:	City Commission
From:	Lupita McClenning, Planner
Meeting Date:	February 26, 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 (Second [Final] 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. 2025-23 W exhibits red line Comp VB Final reading
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
6. 2025-23 Affidavit Comp VB
7. 2025-23 Affidavit 2nd Reading Observer

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~~ disapproval of the proposed Comprehensive Plan Amendment; and

WHEREAS, on ~~October 9, 2025~~January 22, 2026, and ~~November 13, 2025~~February 26, 2026, 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 ~~to a maximum of 377 residential units, a maximum of 16,200 square feet of nonresidential uses, and a maximum of 150 marina berths,~~ 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 the ~~9th~~ 22nd day of January~~October~~ 202~~5~~6.

ADOPTED on second reading after due public notice and public hearing this_____ ~~13th~~ day of February 2026~~November 2025~~.

ATTEST:

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

_____
CITY CLERK

_____
Patti King, Mayor

APPROVED AS TO FORM AND LEGALITY:

_____
DREW SMITH, CITY ATTORNEY

EXHIBIT "A"

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.

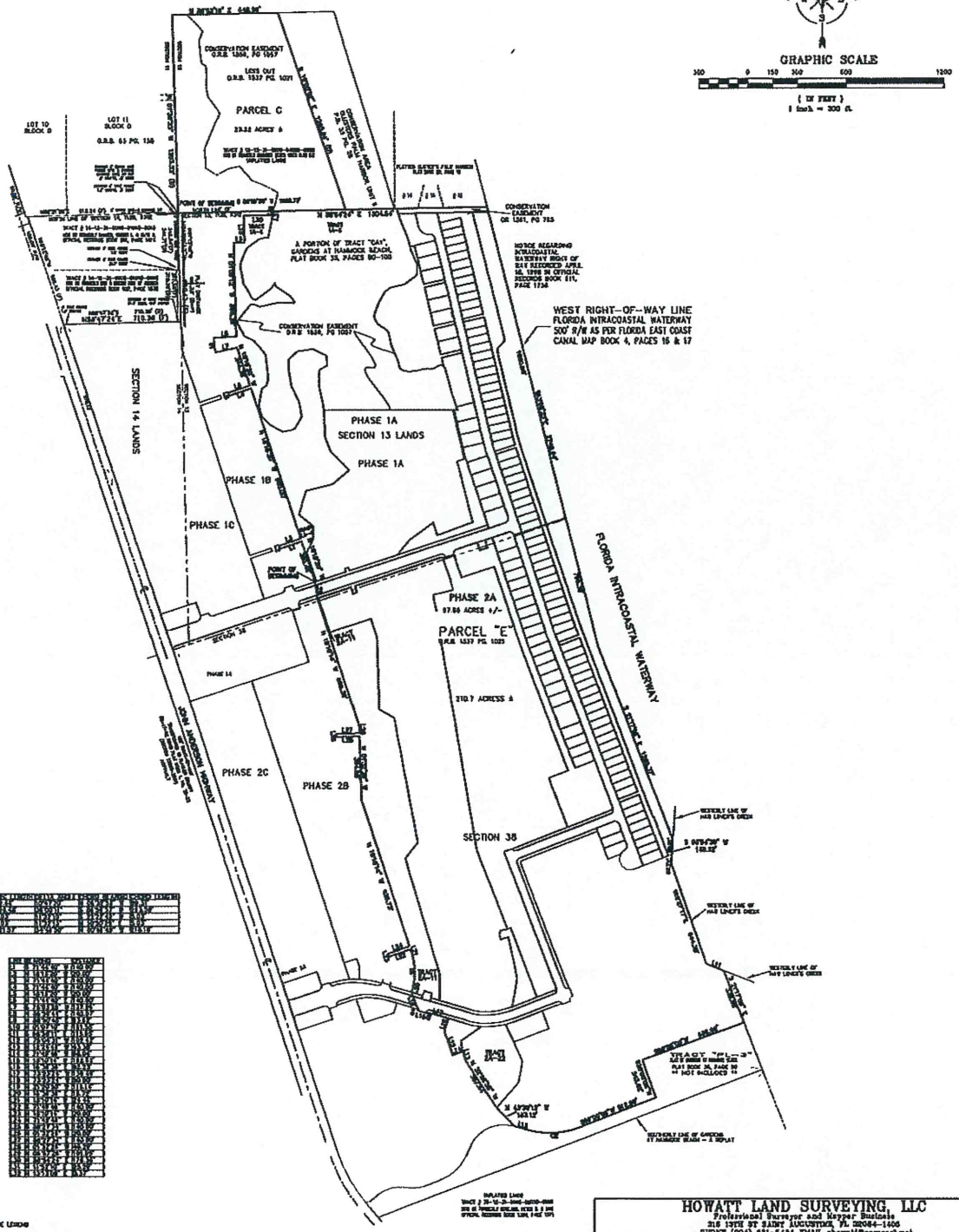
EXHIBIT "B"

"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 48, PAGES 58 THROUGH 66 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA TOGETHER WITH A PART OF VERANDA BAY PHASE 2A AS RECORDED IN PLAT BOOK 48, PAGES 67 THROUGH 79 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 34-11 OF SAID VERANDA BAY PHASE 1A; THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID TRACT 34-11 THE FOLLOWING THREE COURSES: THENCE NORTH 18°13'09" WEST, A DISTANCE OF 348.98 FEET; THENCE SOUTH 71°46'51" WEST, A DISTANCE OF 140.00 FEET; THENCE NORTH 18°13'09" WEST, A DISTANCE OF 30.00 FEET; THENCE NORTH 71°46'51" EAST, A DISTANCE OF 110.00 FEET; THENCE NORTH 18°13'09" WEST, A DISTANCE OF 1,124.00 FEET; THENCE NORTH 71°46'51" EAST, A DISTANCE OF 30.00 FEET; THENCE NORTH 18°13'09" WEST, A DISTANCE OF 30.00 FEET; THENCE NORTH 71°46'51" EAST, A DISTANCE OF 140.00 FEET; THENCE SOUTH 18°13'09" EAST, A DISTANCE OF 144.38 FEET; THENCE SOUTH 71°03'58" WEST, A DISTANCE OF 127.84 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE TO THE EAST AND HAVING A RADIUS OF 175.00 FEET AND A CENTRAL ANGLE OF 29°37'11"; THENCE ONE-QUARTERLY ALONG SAID CURVE AN ARC DISTANCE OF 90.41 FEET AND SUBTENDED BY A CHORD BEARING OF SOUTH 20°31'57" EAST AND CHORD DISTANCE OF 89.41 FEET TO A POINT ON SAID CURVE; THENCE NORTH 88°34'44" EAST, A DISTANCE OF 140.09 FEET; THENCE NORTH 01°25'16" WEST, A DISTANCE OF 198.58 FEET; THENCE NORTH 88°34'44" EAST, A DISTANCE OF 83.82 FEET; THENCE NORTH 84°54'24" EAST, A DISTANCE OF 194.38 FEET; THENCE NORTH 11°33'19" EAST ALONG A WESTERLY LINE OF TRACT 34-4 OF SAID VERANDA BAY PHASE 1A, A DISTANCE OF 52.38 FEET; THENCE NORTH 19°13'09" 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 34-4; THENCE NORTH 84°54'24" EAST, ALONG SAID NORTHERLY LINE OF TRACT 34-4 AND CONTINUING ALONG THE NORTHERLY LINE OF SAID VERANDA BAY PHASE 1A, A DISTANCE OF 1,004.34 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 18°39'30" EAST, A DISTANCE OF 1868.26 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 18°39'30" EAST ALONG SAID RIGHT OF BAY LINE AND ALONG THE EASTERLY LINE OF SAID VERANDA BAY PHASE 2A, A DISTANCE OF 799.38 FEET; THENCE CONTINUE SOUTH 18°39'30" EAST ALONG SAID RIGHT OF WAY LINE AND EASTERLY LINE, A DISTANCE OF 1,915.13 FEET; THENCE CONTINUING ALONG RIGHT OF WAY LINE AND EASTERLY LINE, A DISTANCE OF 1915.13 FEET; THENCE SOUTH 03°54'30" WEST ALONG SAID EASTERLY LINE, A DISTANCE OF 99.91 FEET TO THE SOUTH-EAST CORNER OF SAID VERANDA BAY PHASE 2A; THENCE CONTINUE SOUTH 03°54'30" WEST ALONG A WESTERLY LINE OF THE WESTERN CHANNEL OF MAIN LONGER CREEK, A DISTANCE OF 37.72 FEET; THENCE SOUTH 19°23'17" EAST, A DISTANCE OF 1410.26 FEET; THENCE SOUTH 42°55'17" EAST, A DISTANCE OF 1313.95 FEET TO A POINT ON SAID INTRACOASTAL COAST OF WAY; THENCE SOUTH 20°13'50" EAST, A DISTANCE OF 248.99 FEET TO THE NORTHERLY LINE OF TRACT "A-1" OF SECTION 38 HAMMOCK BEACH AS RECORDED IN PLAT BOOK 38, PAGES 80 THROUGH 102; THENCE WESTERLY ALONG SAID NORTHERLY LINE THE FOLLOWING FIVE COURSES: SOUTH 69°46'39" WEST, A DISTANCE OF 446.01 FEET; THENCE SOUTH 39°05'08" WEST, A DISTANCE OF 213.92 FEET; THENCE SOUTH 11°10'00" WEST, A DISTANCE OF 213.68 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 470.00 FEET AND AN ARC DISTANCE OF 256.48 FEET AND SUBTENDED BY A CHORD BEARING OF SOUTH 86°34'57" WEST AND A CHORD DISTANCE OF 253.36 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 78°03'51" WEST AND A DISTANCE OF 106.42 FEET; THENCE NORTH 11°56'09" EAST, DEPARTING FROM SAID NORTHERLY LINE, A DISTANCE OF 183.18 FEET TO A POINT ON A NON TANGENT 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 33°58'28" WEST, A DISTANCE OF 307.34; THENCE NORTH 19°24'49" WEST, A DISTANCE OF 11.74 FEET; THENCE SOUTH 71°49'42" WEST, A DISTANCE OF 55.00 FEET; THENCE NORTH 18°10'11" WEST, A DISTANCE OF 161.83 FEET; THENCE NORTH 18°39'30" EAST, A DISTANCE OF 1,933.61 FEET; THENCE NORTH 27°33'31" WEST, A DISTANCE OF 1,187.82 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 1733.51 FEET AND A CENTRAL ANGLE OF 11°33'51"; THENCE NORTHERLY ALONG SAID CURVE AN ARC DISTANCE OF 3.50 FEET AND SUBTENDED BY A CHORD BEARING OF SOUTH 33°23'57" WEST AND A CHORD DISTANCE OF 3.83 FEET TO A POINT ON SAID CURVE; THENCE NORTH 33°33'26" 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 1733.51 FEET AND A CENTRAL ANGLE OF 11°33'51"; THENCE NORTHERLY ALONG SAID CURVE AN ARC DISTANCE OF 3.83 AND SUBTENDED BY A CHORD BEARING OF NORTH 33°23'57" EAST AND A CHORD DISTANCE OF 3.50 FEET TO A POINT ON SAID CURVE; THENCE NORTH 21°39'57" WEST, DEPARTING FROM SAID WESTERLY LINE, A DISTANCE OF 114.16 FEET TO THE SOUTHWEST CORNER OF TRACT 34-11 OF SAID VERANDA BAY PHASE 1A; THENCE NORTHERLY ALONG THE WESTERLY LINES OF SAID TRACT 34-11 AND ALSO THE WESTERLY LINES OF SAID VERANDA BAY PHASE 1A THE FOLLOWING THIRTEEN COURSES: THENCE NORTH 19°24'24" EAST, A DISTANCE OF 187.1 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 360.00 FEET AND A CENTRAL ANGLE OF 34°48'55"; THENCE NORTHERLY ALONG SAID CURVE AN ARC DISTANCE OF 221.31 FEET AND SUBTENDED BY A CHORD BEARING OF NORTH 02°04'46" WEST AND A CHORD DISTANCE OF 218.18 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 19°19'15" WEST, A DISTANCE OF 54.64 FEET; THENCE SOUTH 70°40'45" WEST, A DISTANCE OF 140.00 FEET; THENCE NORTH 19°19'15" WEST, A DISTANCE OF 30.00 FEET; THENCE NORTH 70°40'45" EAST, A DISTANCE OF 110.00 FEET; THENCE NORTH 19°19'15" WEST, A DISTANCE OF 30.00 FEET; THENCE NORTH 24°27'34" EAST, A DISTANCE OF 140.09 FEET; THENCE NORTH 21°39'57" WEST, A DISTANCE OF 49.28 FEET; THENCE NORTH 18°10'11" WEST, A DISTANCE OF 308.38 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 34-14; THENCE NORTH 09°37'58" WEST, A DISTANCE OF 101.83 FEET TO THE POINT OF BEGINNING. CONTAINING 210.7 ACRES, MORE OR LESS.

TOGETHER WITH
A PARCEL OF LAND IN SECTION 13, TOWNSHIP 12 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGIN AT THE SOUTHWEST CORNER OF SAID GOVERNMENT SECTION 18; THENCE RETRACING SAID SOUTHERLY LINE NORTH 71°39'23" WEST A DISTANCE OF 1353.33 FEET ALONG THE WESTERLY LINE OF SAID SECTION 13; THENCE NORTH 00°55'55" EAST, A DISTANCE OF 648.96 FEET; THENCE SOUTH 19°09'52" EAST, A DISTANCE OF 1,266.54 FEET; THENCE SOUTH 68°56'39" WEST, ALONG SAID SECTION LINE, A DISTANCE OF 1,030.73 FEET TO THE POINT OF BEGINNING. CONTAINING 23.32 ACRES, MORE OR LESS.



HOWATT LAND SURVEYING, LLC
Professional Surveyor and Mapper Business
315 13TH ST SAINT AUGUSTINE, FL 32084-1406
PHONE (904) 651-5484 EMAIL phowatt@comcast.net

I HEREBY CERTIFY THAT THE SKETCH OF LEGAL SURVEY PERFORMED UNDER MY RESPONSIBLE DIRECTION, MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN ACCORDANCE WITH CHAPTER 5J-17, FLA. ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

SURVEYED MAY 22, 2025

G. A. HOWATT, REGISTERED LAND SURVEYOR FLA. REG. #4745
LICENSED BUSINESS NUMBER 6985

DRAWING DATUM BASED ON EAST RIGHT OF WAY OF JOHN ANDERSON HIGHWAY N 18°39'30" W PER DEED

FIELD BOOK NO.: DATA FARMER COLLECTED LEGAL: M PAE
COMPUTER FILE NAME: 040118M THE SANDCASTLES SCALE: 1" = 300'
HOME BASED NO.:
FILE NO.: 040118

EXHIBIT "C"

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.

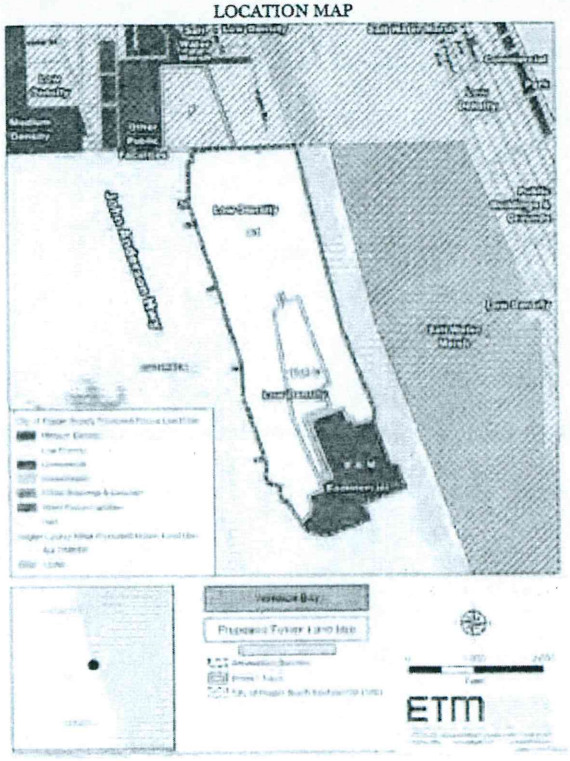
Interested parties may appear at the meeting and be heard with respect to the proposed ordinance.

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

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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

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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 331206

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

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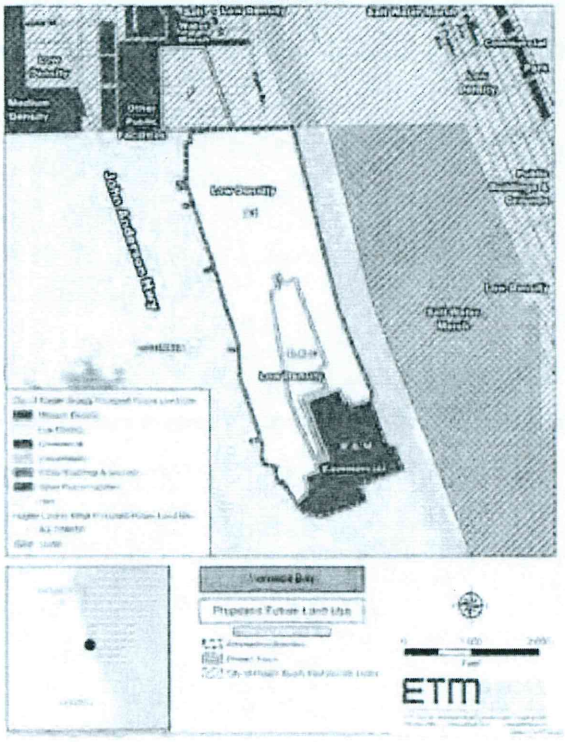

7763-331206
Jan. 8, 15, 2026

USA TODAY CO.

LocaliQ

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 02/11/2026, 02/18/2026

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 02/18/2026

Legal Clerk

Notary, State of WI, County of Brown

9-3-29

My commission expires

Publication Cost:	$221.70	
Tax Amount:	$0.00	
Payment Cost:	$221.70	
Order No:	12057391	# of Copies:
Customer No:	763298	1
PO #:	Comp VB REVISED	

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KONGMENG YANG
Notary Public
State of Wisconsin

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

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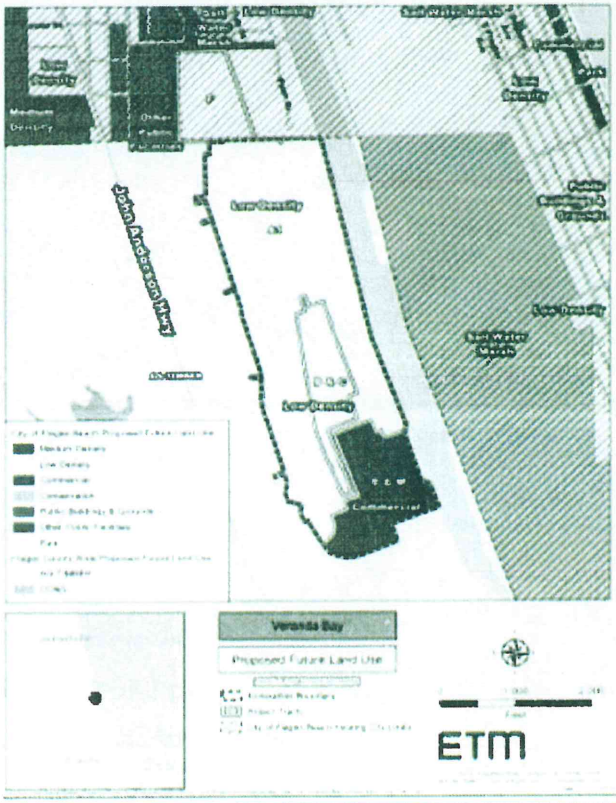


VERANDA BAY DEVELOPMENT
FINDINGS REPORT

Large-Scale
Future Land Use Amendment

Prepared by

Lupita McClenning, City Planner
City of Flagler Beach, FL
lmcclenning@cityofflaglerbeach.com

TABLE OF CONTENTS

1. APPLICATION INFORMATION 4
1.1 Jurisdiction 4
1.2 Applicant 4
1.3 Intent 4
2. PROJECT DESCRIPTION 5
2.1 Summary and Background 5
3. PARCEL DATA 5
3.1 Size of Property 5
3.2 General Location 5
3.3 Access and Frontage 5
4. LAND USE INFORMATION 6
4.1 Aerial Photograph 6
4.2 Built Features 6
4.3 Current Zoning Designation 6
4.4 Proposed Master Planned Development (MPD) 7
5. BASIC DATA 7
5.1 City of Flagler Beach Population 7
5.2 Proposed Population Veranda Bay 7
5.3 Total Projected Population 8
5.4 Proposed Non-Residential (Commercial) Square Footage 8
5.5 Open Space, Buffers and Recreation 8
6. CONSISTENCY AND COMPATIBILITY ANALYSIS 8
6.1 Land Use Compatibility 8
6.2 Surrounding Zoning Designations: 8
7. PUBLIC FACILITIES / IMPACT ANALYSIS 8
7.1 Potable Water Data and Analysis 9
7.1.2 Residential Potable Water Demand 9
7.1.3 Non-Residential Potable Water Demand 9
7.1.4 Findings Residential and Non-Residential Potable Water 10
7.2 Wastewater Data and Analysis 10
7.2.1 Residential Wastewater Demand 10
7.2.2 Non-Residential Wastewater Demand 10
7.2.3 Findings Residential and Non-Residential Wastewater 11
7.3 Solid Waste Data and Analysis 11
7.3.1 Solid Waste Demand 11
7.3.2 Solid Waste Demand Residential 11
7.3.3 Solid Waste Demand Non-Residential 11
7.4 Stormwater Management 12
7.4.1 Stormwater Findings 12
7.5 Transportation Impacts 12
7.5.1 Roadway Segments and Intersections Within the Study Area 12

7.5.2 Pertinent Developments Included in Transportation Study 13
7.5.3 Findings Transportation Modifications/Improvements Required 13
7.6 Schools Impact 13
7.6.1 Methodology 14
7.6.2 2024 FC School Board Student Generation Rate Analysis 14
7.7 Public Safety 14
7.8 Economic Impact Data and Analysis 14

8. Undeveloped Lands and Cultural, Historical, and Natural Resources 15

8.1 Soils Map 15
8.1.2 Topography Map 15
8.1.3 Habitat Uplands 15
8.1.4 Wetlands 16
8.1.5 Surface Waters 16
8.1.6 Wildlife Observations 17
8.1.7 Protected Species 17
8.1.8 Findings Gopher Tortoise 17
8.1.9 List of Species Observed 17
8.1.10 Findings of Species Observed 18

9. CONSISTENCY WITH CITY OF FLAGLER BEACH COMPREHENSIVE PLAN 18

9.1 Public Facilities 19
9.1.2 Findings Public Facilities 19
9.2 Future Land Use Element 19
9.2.1 Findings Future Land Use Element 20
9.3.1 Findings Housing Element 21
9.4 Public Facilities Element 21
9.4.1 Findings Public Facilities Element 21

1. APPLICATION INFORMATION

1.1 Jurisdiction

City of Flagler Beach
Veranda Bay Development

1.2 Applicant

Michael D. Chiumento, Esq
45 City Pl, Suite 301
Palm Coast, FL 32164
on behalf of Veranda Bay, LLC; Palm Coast Intracoastal, LLC; and Highway 100 Commercial, LLC

1.3 Intent

The intent of the development is to develop the property into Low Density Residential, General Commercial, and a Marina Village. The residential uses include multiple types of housing opportunities including single-family and multi-family units with an anticipated 2035 build out.

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

The FLUM amendment includes a planning analysis which considers the character of undeveloped lands, the availability of, and the impacts to the City's facilities and services; an analysis of the soils, topography, natural resources, and historic resources on site, and analysis of the minimum amount of land needed to achieve goals and requirements.

A voluntary companion site specific text amendment outlines the maximum development threshold for the Veranda Bay Project:

Policy A.1.1.3.H – Development of the Property shall be limited to a maximum of 377 residential units, a maximum of 16,200 square feet of nonresidential uses and a maximum of 150 marina berths ("Development Plan"). Land uses permitted within the Low Density Residential and Commercial Future Land Use designation shall be allowed as permitted in the City Comprehensive Plan and Land Development Regulations (July 2025). Changes to the Development Plan may be permitted providing the net new external trips (PM peak hour) do not increase as certified by the Developer's traffic engineer.

2. PROJECT DESCRIPTION

2.1 Summary and Background

A mixed-use residential development is currently under development on +/-160.99 acres. The remainder of the property is vacant and undeveloped.

In 2005 a Master Development Agreement (MDA) was approved for a Planned Development (PUD) in Flagler County for a mixed-use development of approximately 1,999 acres known as Hammock Beach River Club PUD.

The 2005 MDA approved 453 residential units (including 150 of the 453 as multi-family residential units); 230,694 SQ FT of commercial/retail/office; accessory and recreational uses, ancillary amenities and facilities; an 18-hole golf course; dedicated utility site; a dedicated public boat ramp site; and a dedicated fire station site. As part of the FLUM and MDA agreement, approximately 1,100 acres were transferred to Flagler County as environmental/conservation lands.

Project	899.09 +/- Acres
Residential Units	377 units (3units/ac)
Commercial Density	16,200 ft
Open Space (40%)	Forty percent (40%)

3. PARCEL DATA

3.1 Size of Property

The site is approximately 234 +/- acres

3.2 General Location

The City of Flagler Beach is located in southern Flagler County and covers approximately 3.8 square miles (2,420 acres) in area.

The subject property is in unincorporated Flagler County, located east and west of John Anderson Highway and south State Road 100.

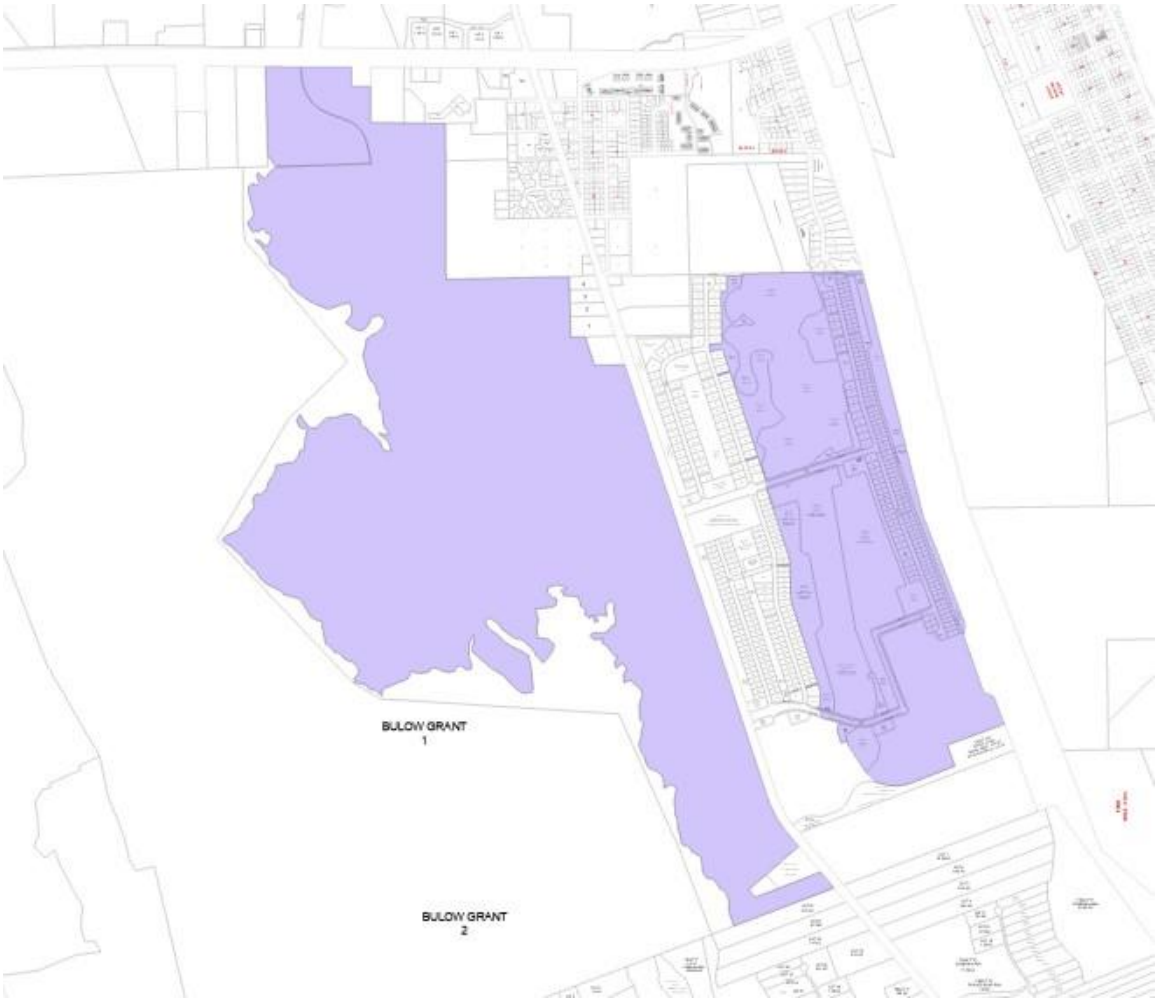
The site is bordered to the north by State Road 100 (a major arterial road); to the east by the boundaries of the City of Flagler Beach; to the south by the boundaries of unincorporated Flagler County; and to the west by the boundaries of unincorporated Flagler County.

3.3 Access and Frontage

The development is on the East Side County Road (CR) 201 (John Anderson Highway). Access will be provided on John Anderson Highway and via SR 100 (Moody Blvd) at Colbert Lane as a new fourth leg approach of a signalized intersection. Access to Veranda Bay East is from John Anderson Highway.

4. LAND USE INFORMATION

4.1 Aerial Photograph



4.2 Built Features

Approximately 160.99 +/- acres are currently under development with roads, water, sewer, reuse (purple pipe) and model home sites. Approximately 738.1 +/- acres of the property is undeveloped.

4.3 Current Zoning Designation

According to Flagler County's Zoning, the current zoning designation of the subject property is Planned Unit Development (PUD).

The purpose and intent of the PUD is to provide an opportunity for innovative urban design techniques, improved use of land, protection of valuable natural features in the community, desirable land use 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.

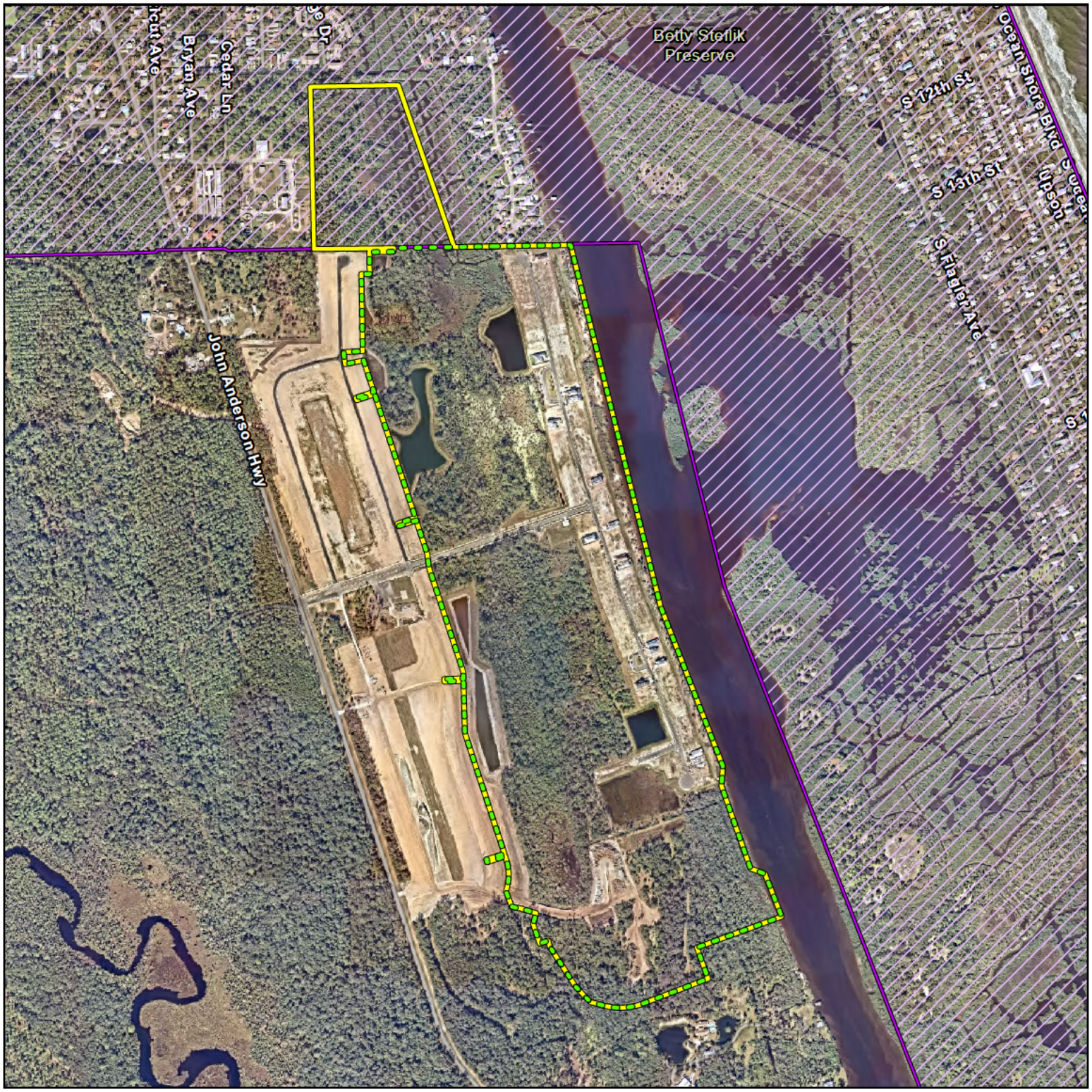
The proposed development is consistent with the Public Facilities Element and the Comprehensive Plan.

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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0 1,000 2,000

Feet

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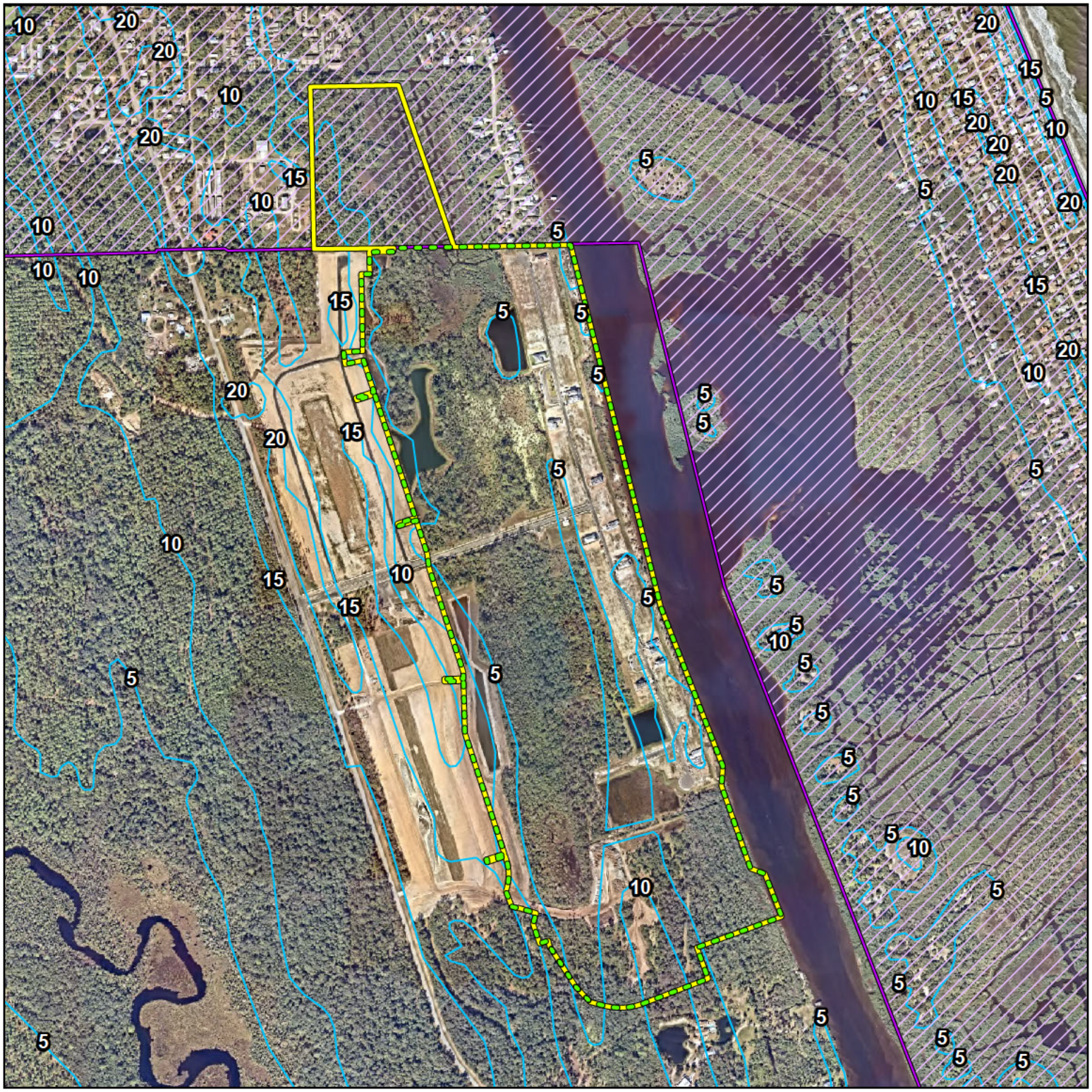
Date: 7/16/2025





Veranda Bay

Topography

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

Subject Property

Annexation Boundary

City of Flagler Beach City Limits

Flagler County 5ft Contours

N
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0 1,000 2,000

Feet

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\\ETM-FILE-19\Projects-06\2025\25-021\GIS\Production\Veranda Bay Map Set\Veranda Bay\Verand Bay Comp Plan1.aprx

Date: 7/14/2025

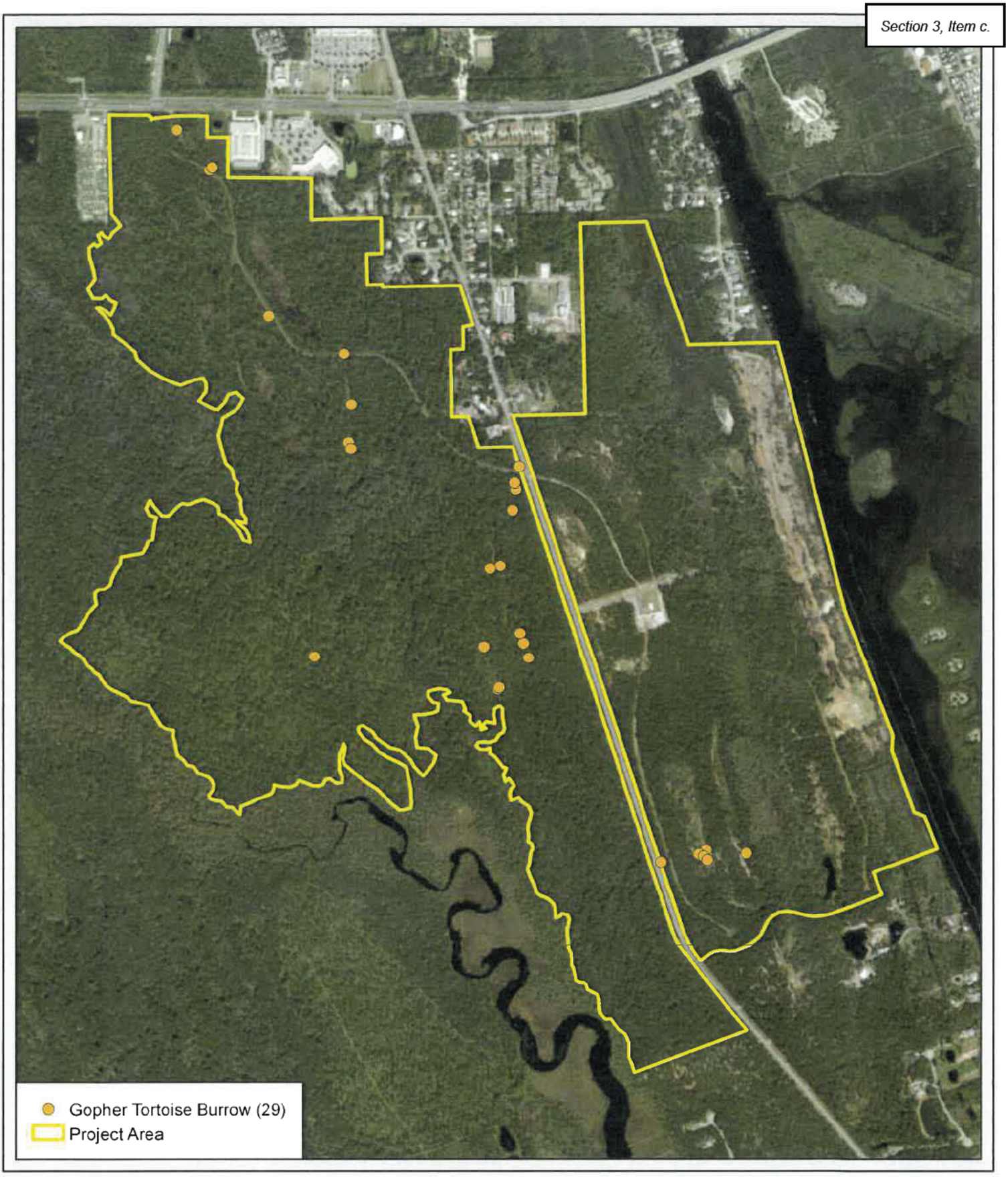

Image Source: ESRI 2022
Date: 5-31-24

0 600 1,200 Feet

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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

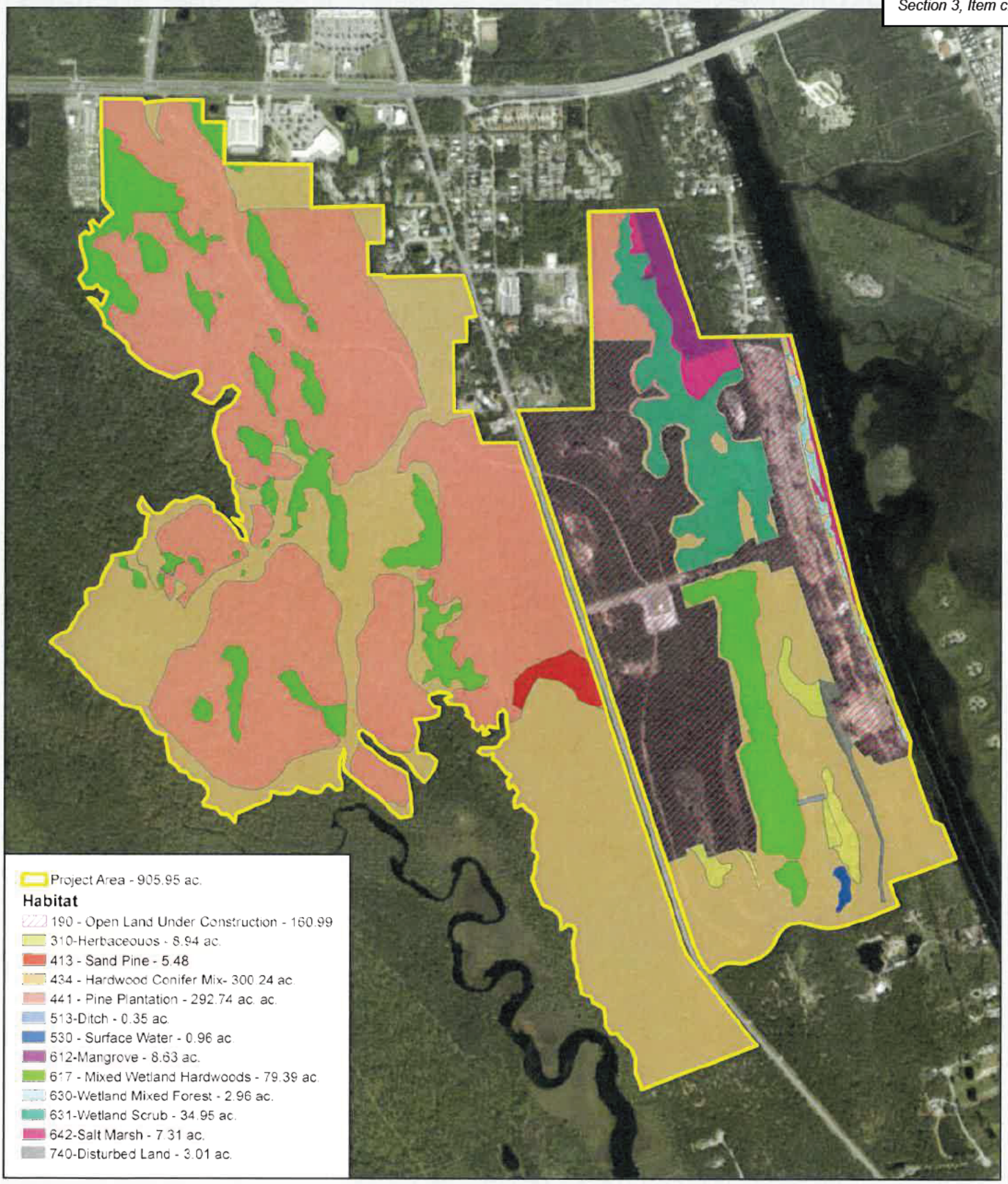

Image Source: ESRI 2022
Date: 5-23-24

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Habitat Map
Veranda Bay
Flagler County, Florida

ATLANTIC ECOLOGICAL SERVICES
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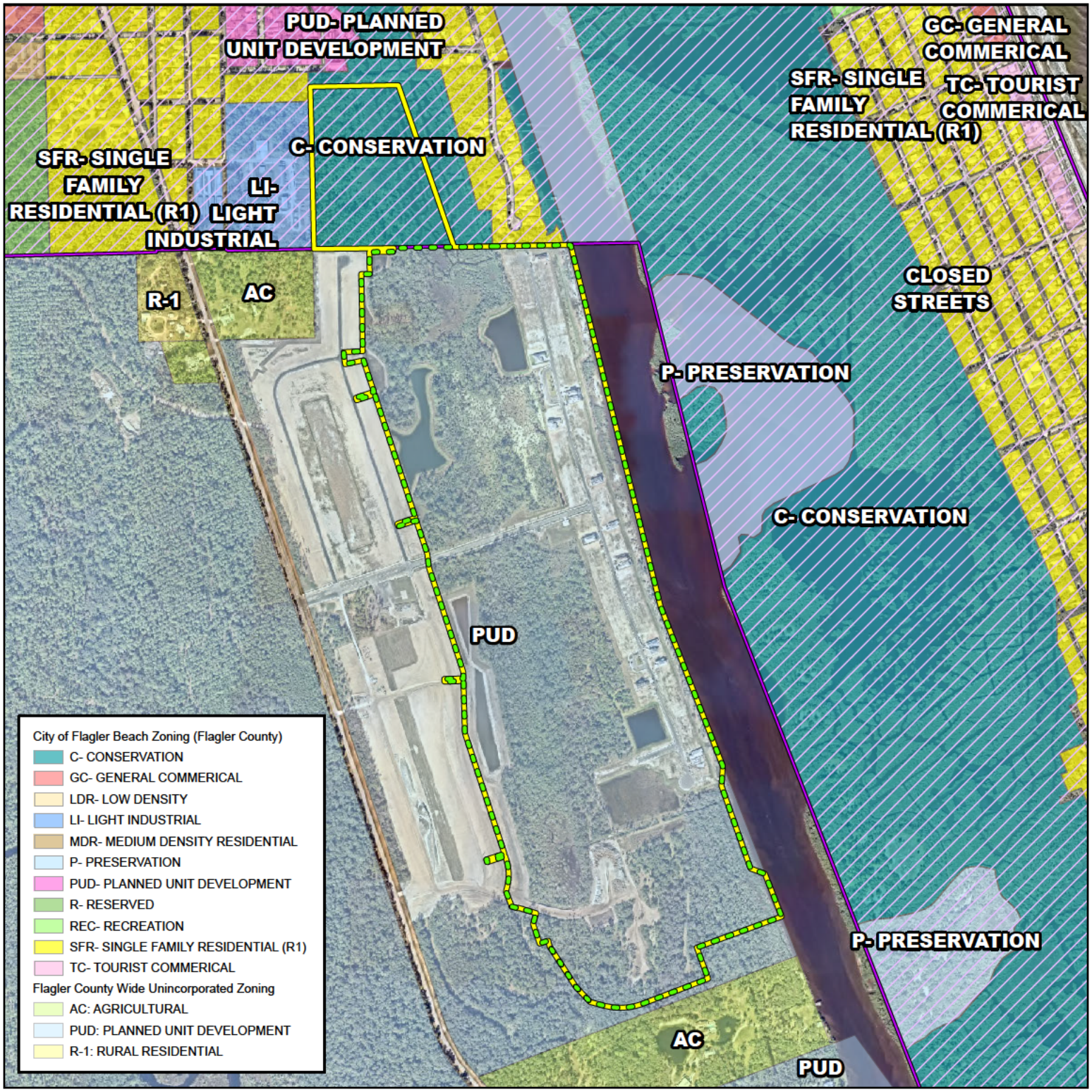



Veranda Bay

Zoning

Source: ETM, Flagler County, Esri, Nearmap

Subject Property

Annexation Boundary

City of Flagler Beach City Limits

N
W E
S

0 1,000 2,000

Feet

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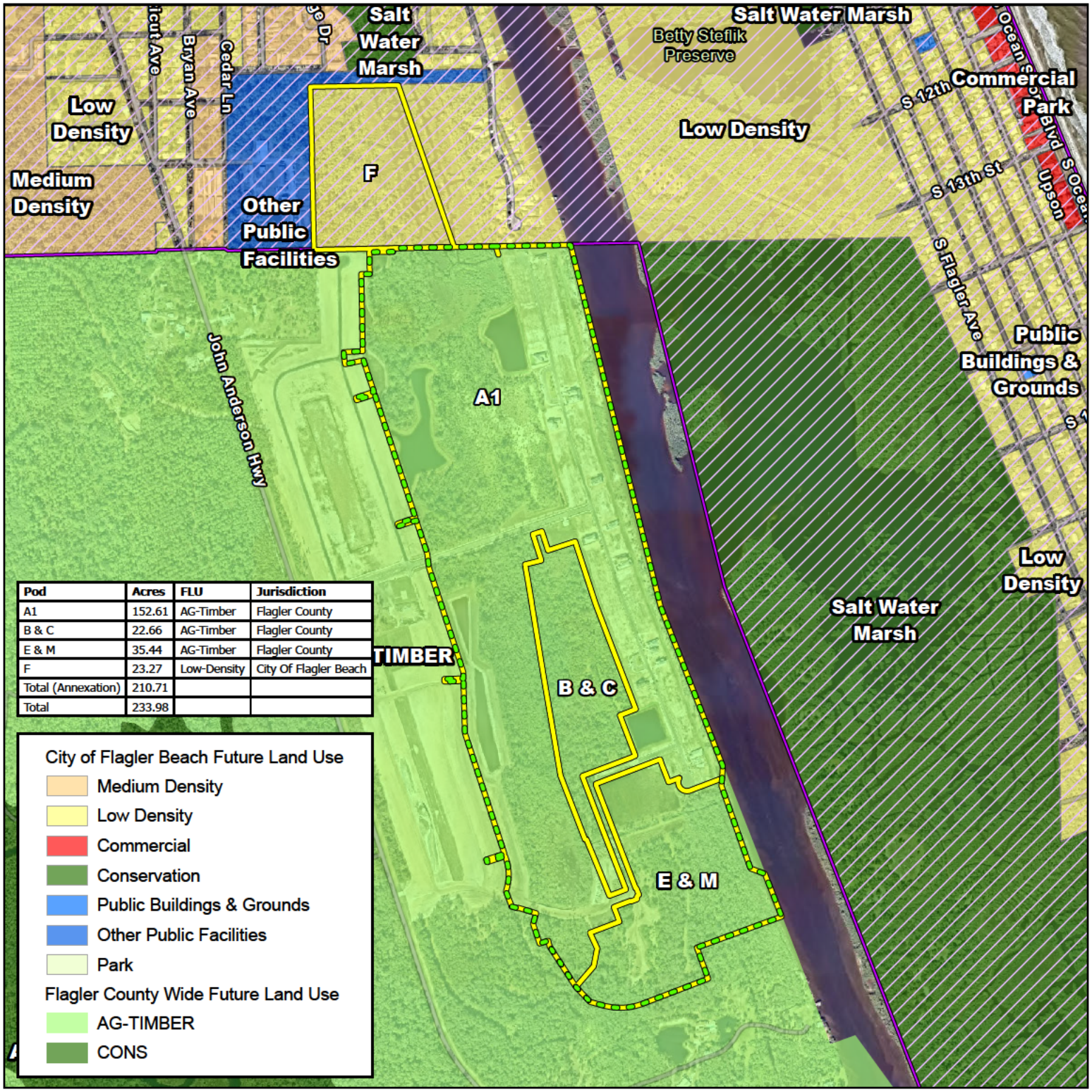



Veranda Bay

Future Land Use

Source: ETM, Flagler County, Esri, Nearmap

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

N W E S

0 1,000 2,000

Feet

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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:

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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
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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

DISTANCE OF 298.48 FEET AND SUBTENDED BY A CHORD BEARING OF SOUTH 86°59’57” WEST AND A CHORD DISTANCE OF 293.59 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 75°04’31” WEST, A DISTANCE OF 102.42 FEET; THENCE NORTH 43°30’12” WEST, DEPARTING FROM SAID NORTHERLY LINE, A DISTANCE OF 153.12 FEET TO A POINT ON THE MOST SOUTH POINT OF SAID VERANDA BAY PHASE 2A; THENCE NORTHERLY ALONG THE WEST LINES OF SAID VERANDA BAY PHASE 2A THE FOLLOWING NINE COURSES: THENCE NORTH 32°58’38” WEST, A DISTANCE OF 357.54; THENCE NORTH 12°24’49” WEST, A DISTANCE OF 43.38 FEET; THENCE SOUTH 71°49’46” WEST, A DISTANCE OF 68.04 FEET; THENCE NORTH 18°10’14” WEST, A DISTANCE OF 152.62 FEET; THENCE NORTH 16°36’36” EAST, A DISTANCE OF 82.23 FEET; THENCE NORTH 73°23’24” WEST, A DISTANCE OF 139.49 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 11°32’10”; THENCE SOUTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 5.03 FEET AND SUBTENDED BY A CHORD BEARING OF SOUTH 22°22’42” WEST AND A CHORD DISTANCE OF 5.03 FEET TO A POINT ON SAID CURVE; THENCE NORTH 73°23’24” WEST, A DISTANCE OF 50.00 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE TO THE WEST AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 11°32’13”; THENCE NORTHERLY ALONG SAID CURVE AN ARC DISTANCE OF 5.03 AND SUBTENDED BY A CHORD BEARING OF NORTH 10°50’29” EAST AND A CHORD DISTANCE OF 5.03 FEET TO A POINT ON SAID CURVE; THENCE NORTH 21°20’50” WEST, DEPARTING FROM SAID WESTERLY LINE, A DISTANCE OF 114.14 FEET TO THE SOUTHWEST CORNER OF TRACT 2A-11 OF SAID VERANDA BAY PHASE 2A; THENCE NORTHERLY ALONG THE WESTERLY LINES OF SAID TRACT 2A-11 AND ALSO THE WESTERLY LINES OF SAID VERANDA BAY PHASE 2A THE FOLLOWING THIRTEEN COURSES: THENCE NORTH 16°36'36" EAST, A DISTANCE OF 18.72 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 365.00 FEET AND A CENTRAL ANGLE OF 34°46’50”; THENCE NORTHERLY ALONG SAID CURVE AN ARC DISTANCE OF 221.57 FEET AND SUBTENDED BY A CHORD BEARING OF NORTH 00°46’49” WEST AND A CHORD DISTANCE OF 218.18 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 18°10’14” WEST, A DISTANCE OF 24.44 FEET; THENCE SOUTH 71°49’46” WEST, A DISTANCE OF 140.00 FEET; THENCE NORTH 18°10’14” WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 71°49’46” EAST, A DISTANCE OF 140.00 FEET; THENCE NORTH 18°10’14” WEST, A DISTANCE OF 935.73 FEET; THENCE NORTH 01°32’26” WEST, A DISTANCE OF 384.95 FEET; THENCE SOUTH 88°27’34” WEST, A DISTANCE OF 140.00 FEET; THENCE NORTH 01°32’26” WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 88°27’34” EAST, A DISTANCE OF 140.00 FEET; THENCE NORTH 01°32’26” WEST, A DISTANCE OF 49.29 FEET; THENCE NORTH 18°10’14” WEST, A DISTANCE OF 809.39 FEET TO THE NORTHWEST CORNER OF SAID TRACT 2A-11; THENCE NORTH 06°57’26” WEST, A DISTANCE OF 101.95 FEET TO THE POINT OF BEGINNING. CONTAINING 210.7 ACRES, MORE OR LESS.

TOGETHER WITH

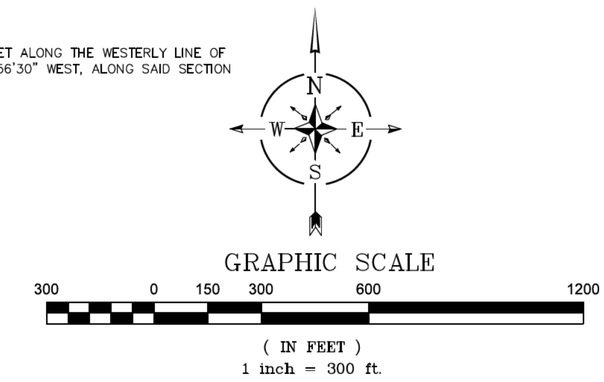
A PARCEL OF LAND IN SECTION 12, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

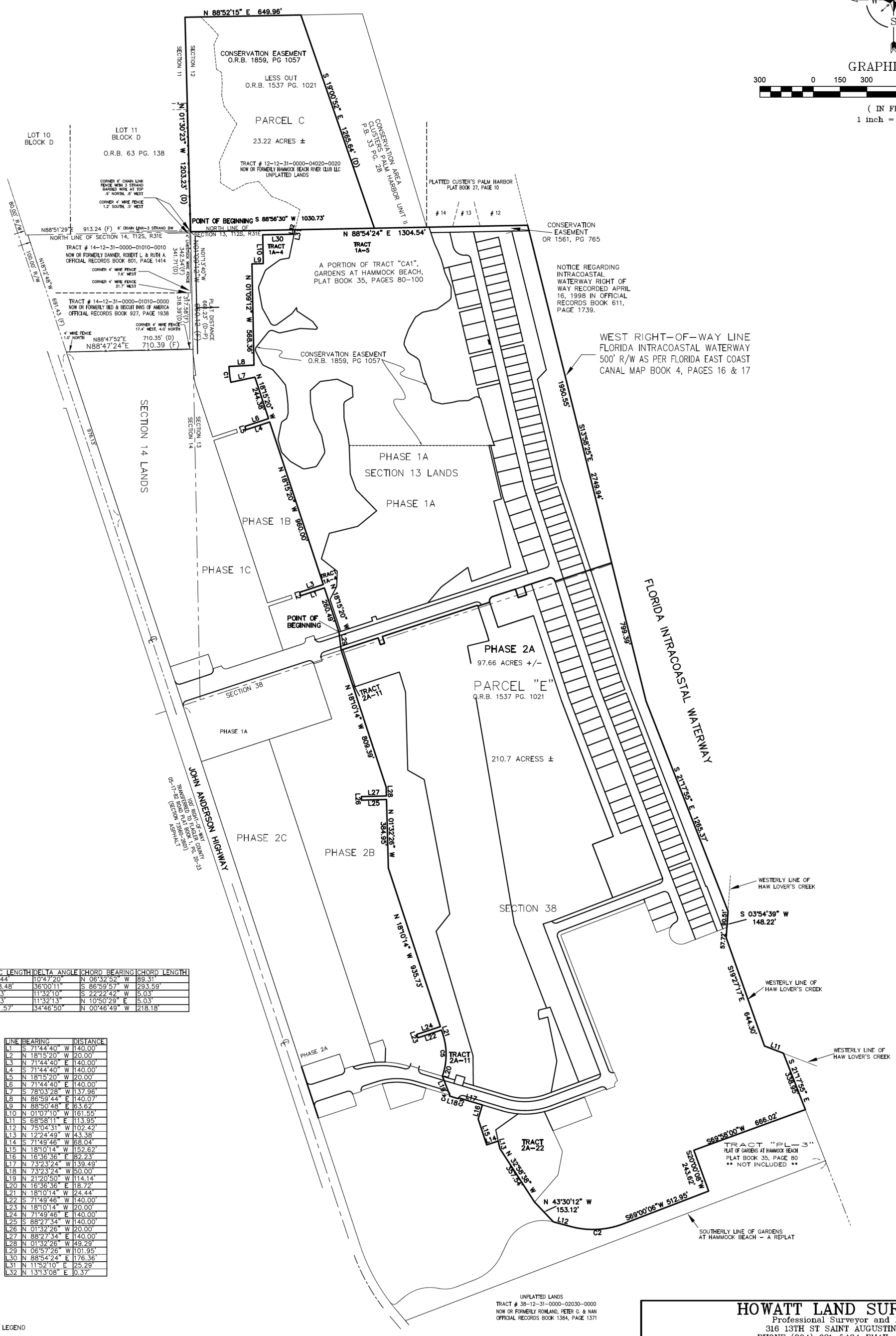
BEGIN AT THE SOUTHWEST CORNER OF SAID GOVERNMENT SECTION 12, THENCE DEPARTING SAID SOUTHERLY LINE NORTH 01°30'23" WEST A DISTANCE OF 1203.23 FEET ALONG THE WESTERLY LINE OF SAID SECTION 12; THENCE NORTH 88°52'15" EAST, A DISTANCE OF 649.96 FEET; THENCE SOUTH 19°00'52" EAST, A DISTANCE OF 1,265.64 FEET; THENCE SOUTH 88°56'30" WEST, ALONG SAID SECTION LINE, A DISTANCE OF 1,030.73 FEET TO THE POINT OF BEGINNING. CONTAINING 23.22 ACRES, MORE OR LESS.

MAP SHOWING SKETCH OF LEGAL

PART OF PHASE 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 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.





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.

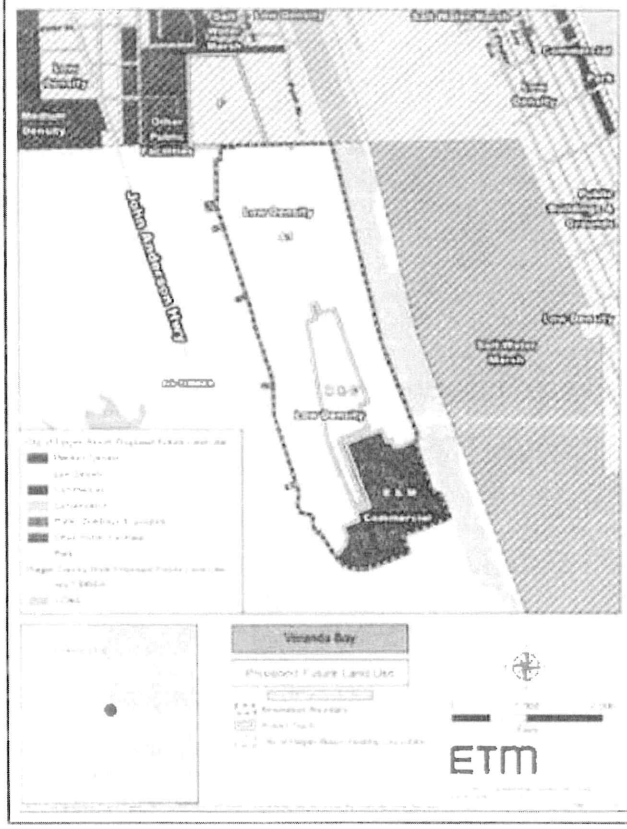
Interested parties may appear at the meeting and be heard with respect to the proposed ordinance.

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



2025-23

USA TODAY CO.

LocaliQ

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

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

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DTB Palm Coast News Tribune 02/11/2026, 02/18/2026

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Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 02/18/2026

Legal Clerk

Notary, State of WI, County of Brown

9-3-29

My commission expires

Publication Cost:	$221.70	
Tax Amount:	$0.00	
Payment Cost:	$221.70	
Order No:	12057391	# of Copies:
Customer No:	763298	1
PO #:	Comp VB REVISED	

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Please do not use this form for payment remittance.

KONGMENG YANG
Notary Public
State of Wisconsin

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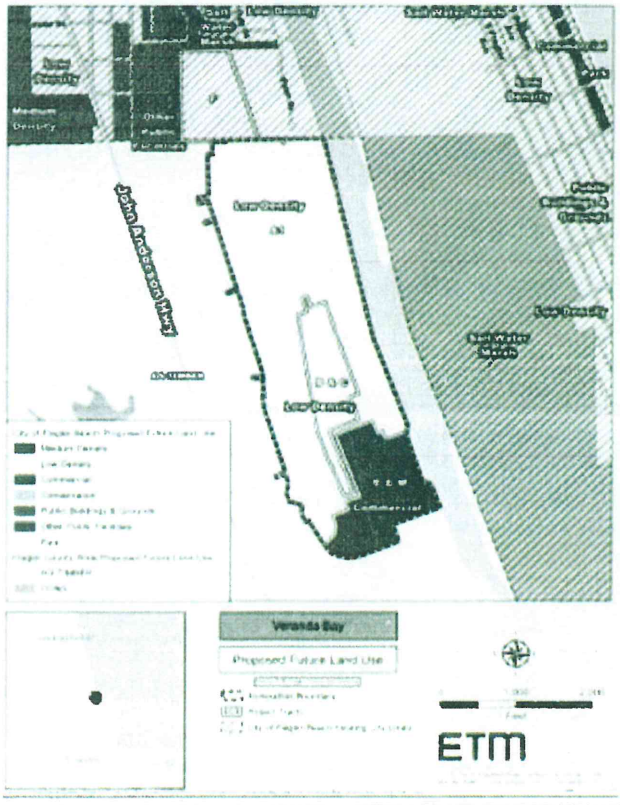

Observer

PALM COAST OBSERVER; Published Weekly

Palm Coast Flagler County FLORIDA

PUBLISHER'S AFFIDAVIT OF PUBLICATION
STATE OF FLORIDA
COUNTY OF FLAGLER

Before the undersigned authority, Brandon Bressner, personally appeared, who under oath, says he/she is a registered representative of Palm Coast Observer, a weekly newspaper published at Palm Coast in Flagler County, Florida, that the attached copy of advertisement, being a
Municipal - Public Hearing

in the matter of
CITY OF FLAGLER BEACH NOTICE OF FUTURE LAND USE MAP AMENDMENT CITY COMMISSION PUBLIC HEARING

was published in said newspaper by print in the issue(s) of:
Feb. 12, 19, 2026

and by publication on the newspaper's publicly available website, if authorized, on Feb. 12, 19, 2026

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

(Signature of Affiant)

Sworn to and subscribed before me this
This 19th day of February, 2026.

(Signature of Notary Public)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known X or produced identification ____

Type of identification produced _____

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

CR 334495

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

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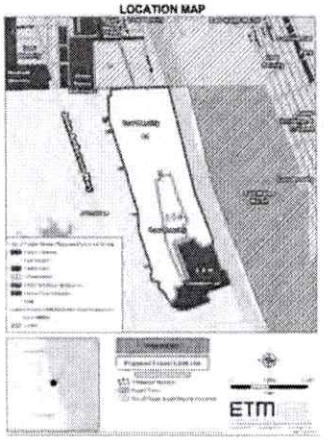
If a person decides to appeal any decision made with respect to any matter considered at the above referenced hearings, he/she will need a record of the proceedings. For such purposes, it may be necessary to ensure that a verbatim record of the proceedings is made, which record includes the testimony 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



7763-334495
Feb 12 19 2026

Staff Report

City Commission Regular Meeting

February 26, 2026

To:	City Commission
From:	Lupita McClenning, Planner
Meeting Date:	February 26, 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 severability; providing for conflicts; and providing for an effective date. (Second [Final] 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. 2025-24 Zoning w red line MPD Final Reading 02262026
2. Updated 10062025 Ordinance 2025-24 Veranda Bay MPDA Rezone Staff Report
3. Application Rezone for submittal
4. Veranda Bay_City Commission_11132025 Developers Presentation
5. BIS 2025-24 VB
6. Ord 2025-24 Flagler-Palm Coast News-Tribune Attachment
7. 2025-24 Affidavit Rezone VB
8. 2025-24 Affidavit 2nd reading Observer

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. 2025-21, as adopted by the City Commission of the City of Flagler Beach, Florida. If Ordinance No. 2025-21 does not become effective, then this Ordinance shall become null and void.

APPROVED on First Reading the 22nd day of January 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

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

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;

(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.

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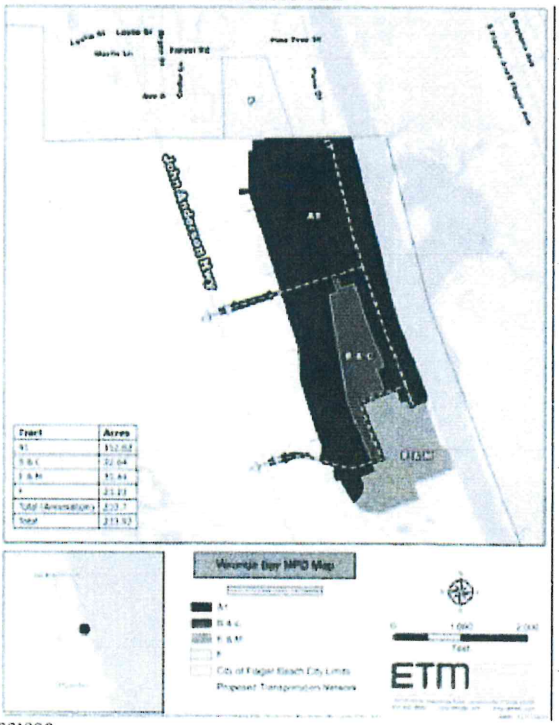
LOCATION MAP



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
CITY COMMISSION PUBLIC HEARING

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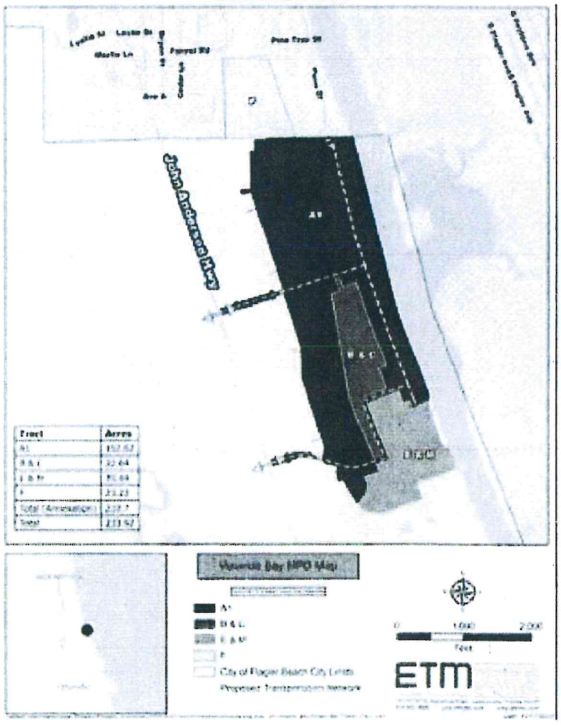


7763-331205
Jan. 8, 15, 2026

EXHIBIT "A"

VERANDA BAY
SUBJECT PROPERTY

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-

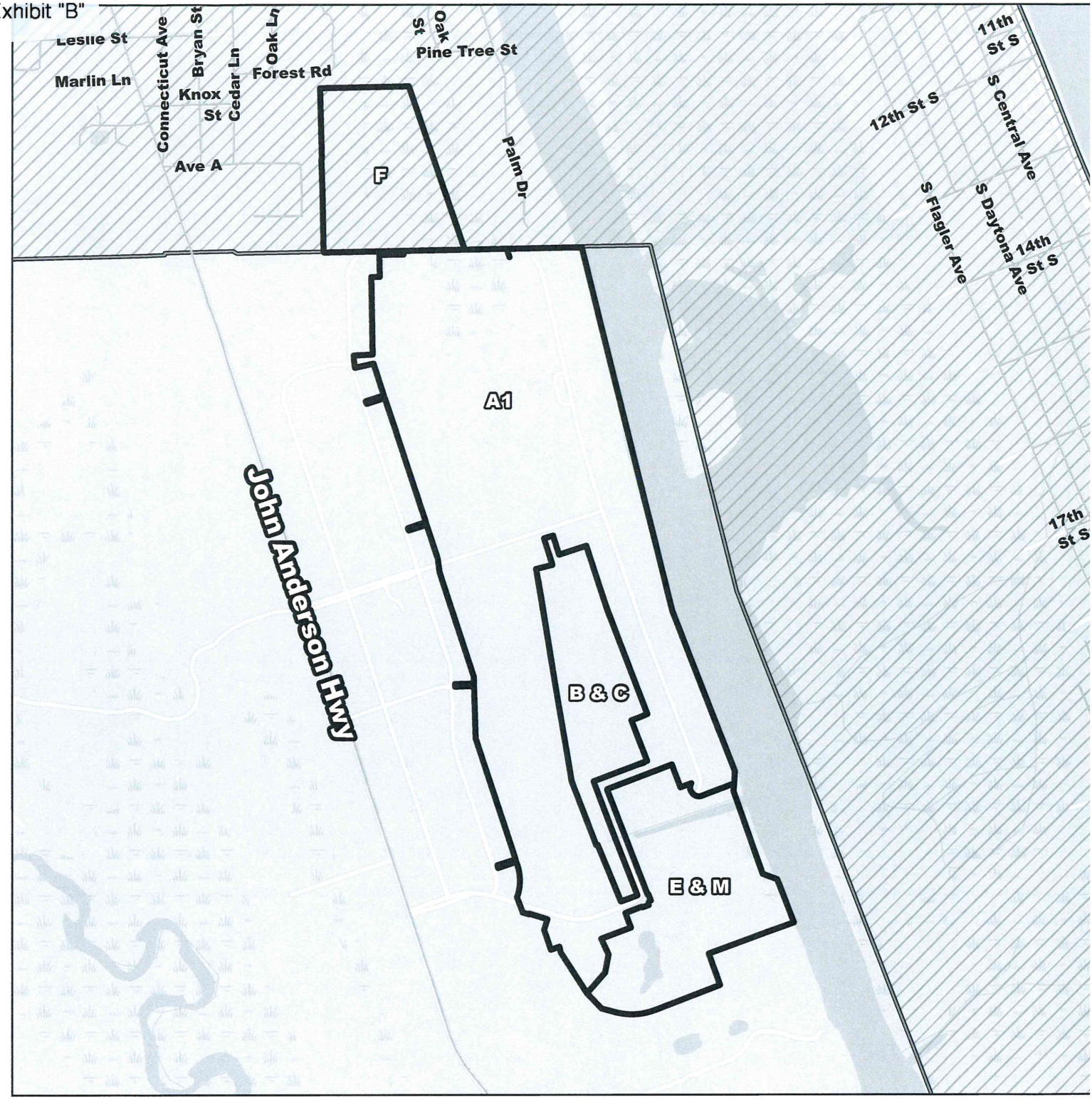
11 AND ALSO THE WESTERLY LINES OF SAID VERANDA BAY PHASE 2A THE FOLLOWING THIRTEEN COURSES: THENCE NORTH 16°36'36" EAST, A DISTANCE OF 18.72 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 365.00 FEET AND A CENTRAL ANGLE OF 34°46'50"; THENCE NORTHERLY ALONG SAID CURVE AN 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.

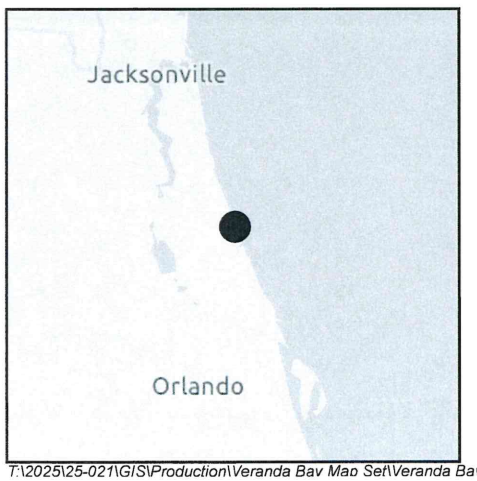
TOGETHER WITH

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"





Veranda Bay

Subject Property
- Exhibit B

Source: ETM, Flagler County, Esri, Nearmap

Project Tracts

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

DISCLAIMER:INFORMATIONONTHISMAPISSUBJECT TO CONTINUOUS MODIFICATION AND UPDATING. ENGLAND-THIMS & MILLER INC. (ETM) OFFERS NO WARRANTY EITHER EXPRESSED OR IMPLIED OF THE CONTENT, ACCURACY, OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE INFORMATION INCLUDED HEREON. LIKEWISE ETM SHALL NOT BE RESPONSIBLE IN ANY WAY FOR ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED HEREIN. NOT AUTHORIZED FOR DISTRIBUTION OR REPRODUCTION IN ANY FORM

T:\2025\25-021\GIS\Production\Veranda Bay Map Set\Veranda Bay\Verand Bay Comp Plan1.aprx

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 _____, 2026~~5~~ 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 (as specifically described in a portion of **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"; as specifically described in a portion of **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 (as specifically described in a portion of **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"; as depicted in **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 ~~Residential~~ 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 final locations of improvements ~~are graphical in nature and~~ will be located as the Project is designed, permitted and approved by the City. ~~For example, t~~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) 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 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 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~~ d) 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 (Exhibit "B"), 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.(a)~~1~~, Lot Dimensional Standards, below:

TRACT	ZONING DISTRICT	APPROVED USES
A-1	Residential	SFR, Town House, ~~and~~ Conservation, and Open Space
B	Residential	SFR, Town House, Multi-family, and Open-Space
C	Residential	SFR, Town House, Multi-family, and Open-Space
E	Mixed Use	Commercial, Mixed-Use, ~~Commercial,~~ Town House, Multi-family,

		Marina, SFR, and Open-Space
F	Residential	SFR, ~~and~~ Private Amenity, and Open-Space.
M	Mixed Use	Commercial, Mixed-Use, SFR, ~~Commercial,~~ Town House, Multi-family, Marina, and Open-Space

(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 ~~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.

~~(a)~~

(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 shall be 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 ~~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.

(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~~ may 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~~ may 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, unless allowed by SJRWMD permit and appropriate mitigation. 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~~Otherwise, short-term vacation rentals shall be prohibited on all Tracts, except the Marina Tracts (Tracts E & M).~~.~~

(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 _____, 2026~~5~~, 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 _____, 2026~~5~~, 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 _____, 2026~~5~~, 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"~~

EXHIBIT "A"

PCI LAND

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.

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.

EXHIBIT "A"

APPROVED PROPERTIES

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.

~~**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.~~

EXHIBIT "A"

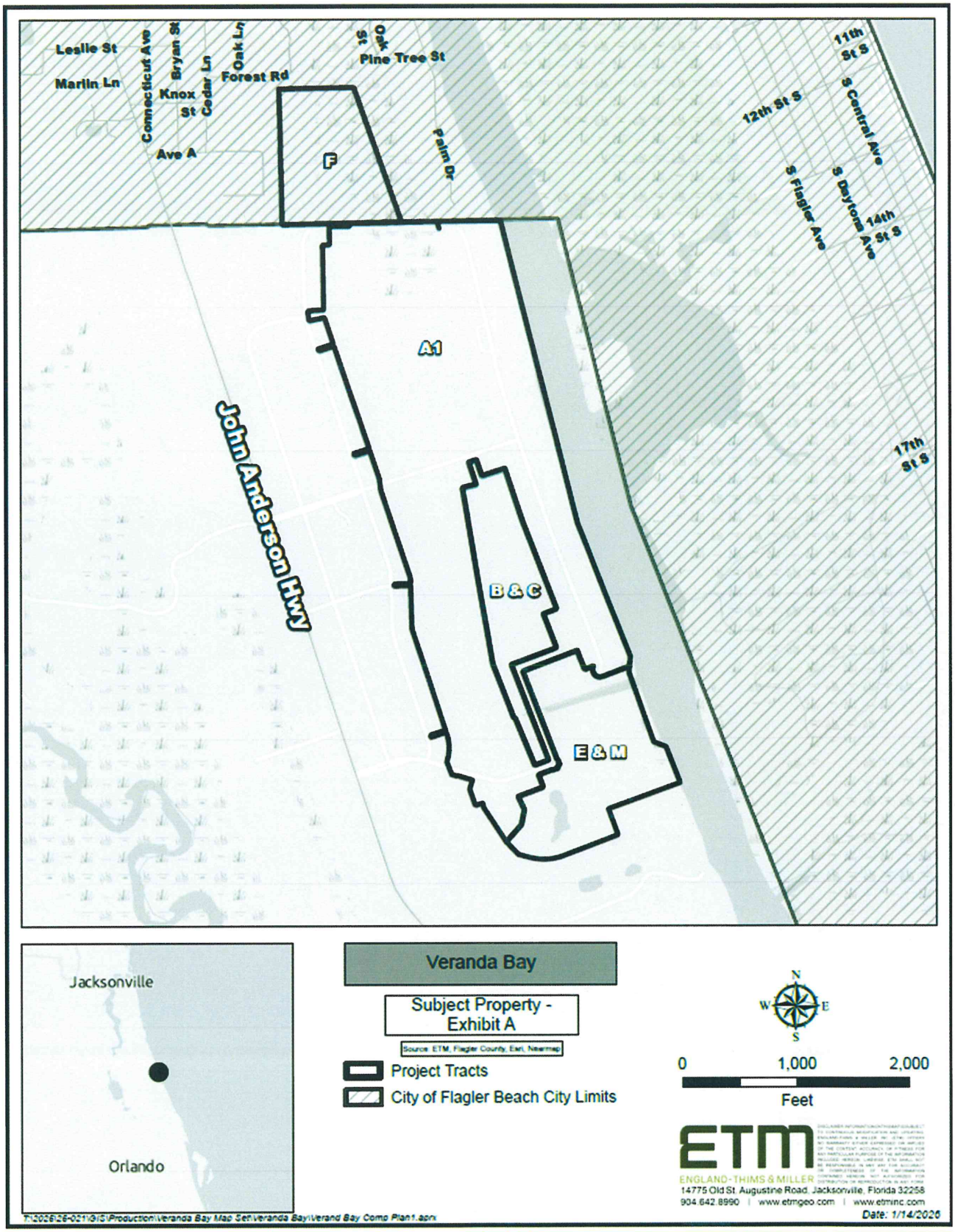
VERANDA BAY LAND

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.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Cedar Ln
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A1
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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
Subject Property - Exhibit A
Source: ETM, Flagler County, Esri, Nearmap
Project Tracts
City of Flagler Beach City Limits
N
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Feet
ETM
ENGLAND-THIMS & MILLER
14775 Old St. Augustine Road, Jacksonville, Florida 32258
904.642.8990 | www.etmgeo.com | www.etminc.com
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EXHIBIT "A"

VERANDA BAY
SUBJECT PROPERTY

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.

~~**VERANDA BAY INVESTMENTS LLC**~~

~~**LEGAL DESCRIPTION**~~

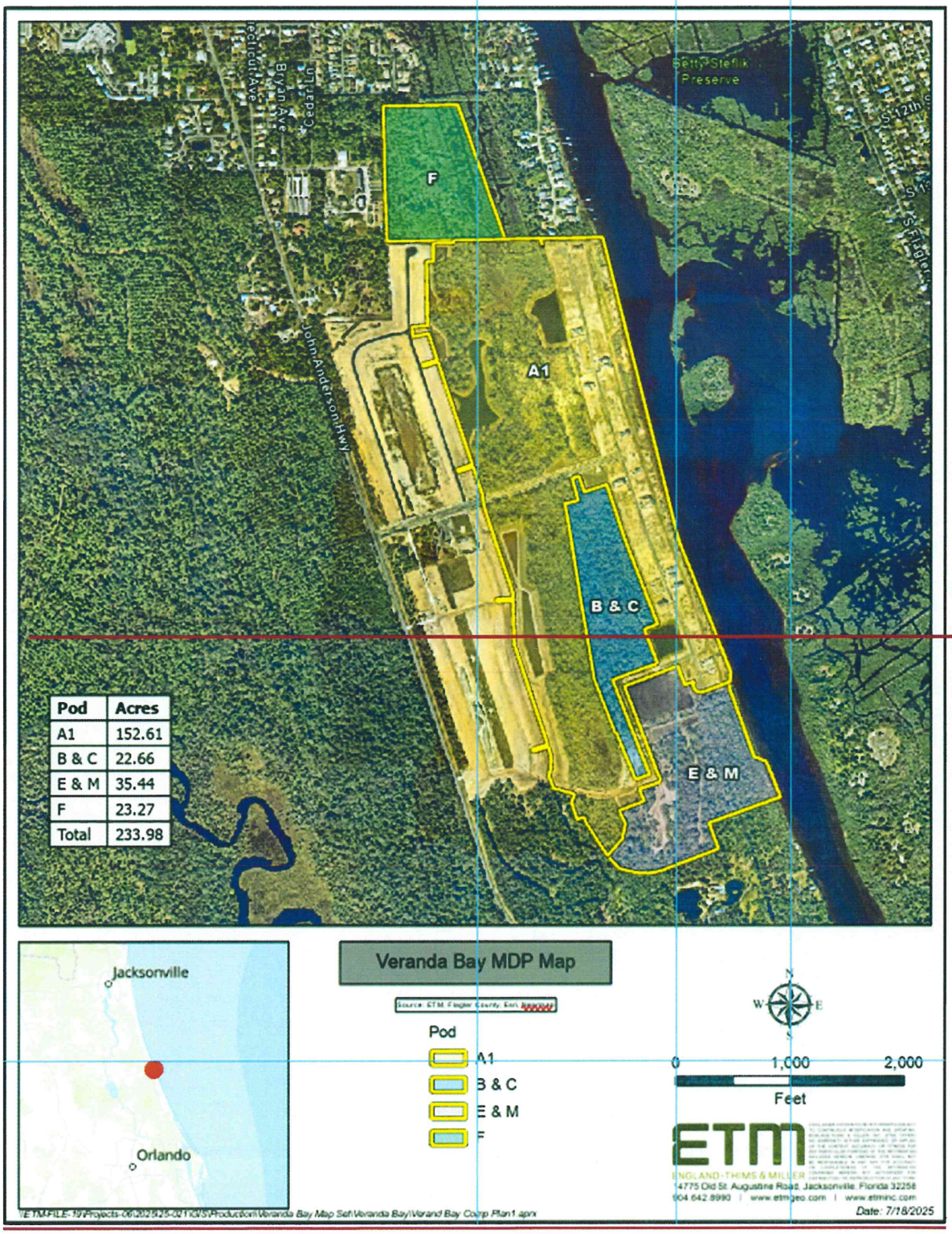
~~TRACT 2A-A OF THE SUBDIVISION PLAT OF VERANDA BAY PHASE 2A, AS RECORDED IN PLAT BOOK 40, PAGES 65 THROUGH 70, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING 22.64 ACRES, MORE OR LESS.~~

~~**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"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John Anderson Hwy
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Cedar Ln
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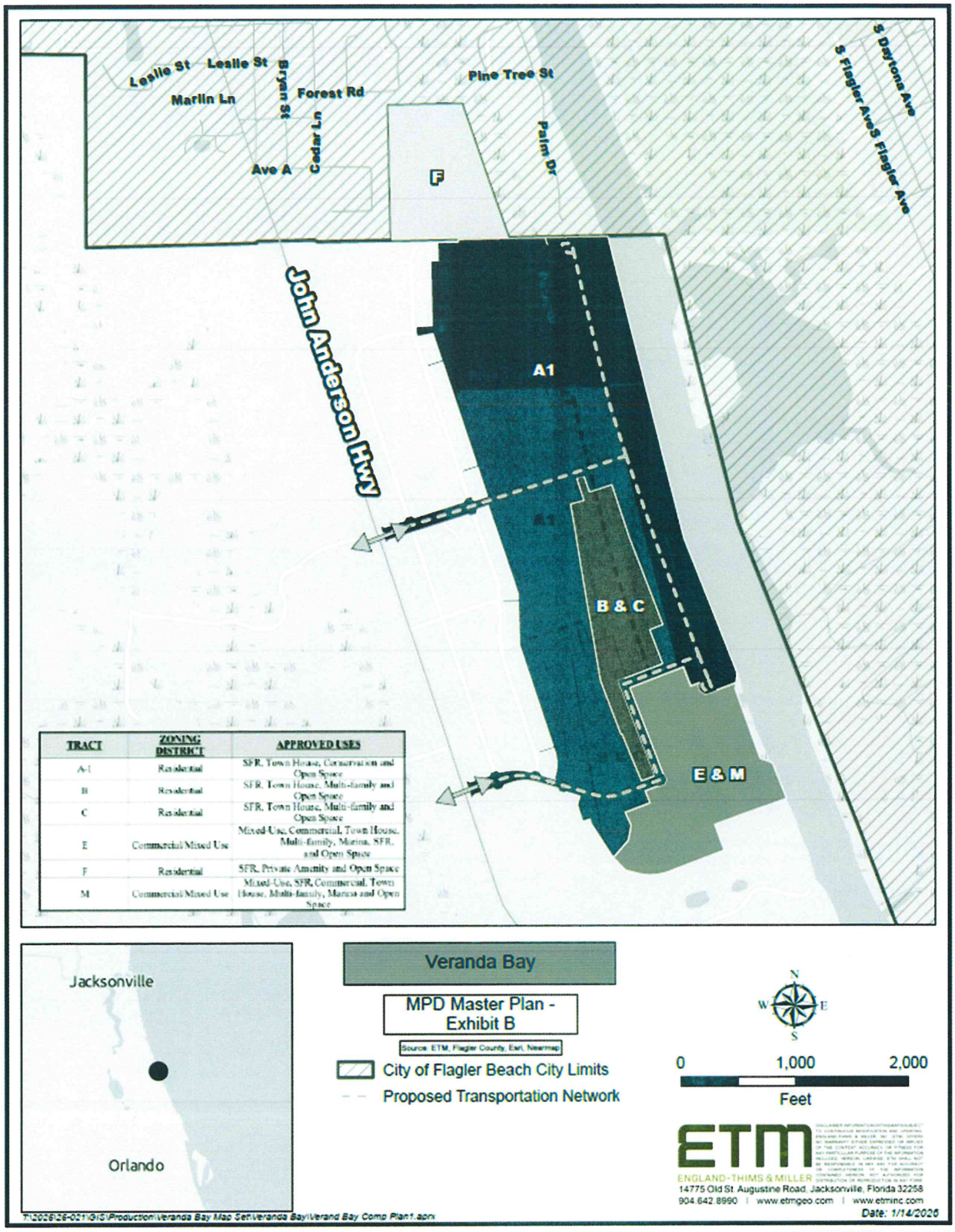
ENGLAND-THIMS & MILLER
4775 Old St. Augustine Road, Jacksonville, Florida 32258
904.642.8990 | www.etmgeo.com | www.etminc.com
Date: 7/18/2025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Leslie St
Marlin Ln
Bryan St
Forest Rd
Cedar Ln
Ave A
Pine Tree St
Palm Dr
S Daytona Ave
S Flagler Ave
S Flagler Ave
F
John Anderson Hwy
A1
A1
B & C
E & M
TRACT | ZONING DISTRICT | APPROVED USES
A-1 | Residential | SFR, Town House, Conservation and Open Space
B | Residential | SFR, Town House, Multi-family and Open Space
C | Residential | SFR, Town House, Multi-family and Open Space
E | Commercial/Mixed Use | Mixed-Use, Commercial, Town House, Multi-family, Marina, SFR, and Open Space
F | Residential | SFR, Private Amenity and Open Space
M | Commercial/Mixed Use | Mixed-Use, SFR, Commercial, Town House, Multi-family, Marinas and Open Space
Jacksonville
Orlando
Veranda Bay
MPD Master Plan - Exhibit B
Source: ETM, Flagler County, Esri, Nearmap
City of Flagler Beach City Limits
Proposed Transportation Network
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ETM
ENGLAND-THIMS & MILLER
14775 Old St. Augustine Road, Jacksonville, Florida 32258
904.642.8990 | www.etmgeo.com | www.etminc.com
Date: 1/14/2026
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EXHIBIT "C"

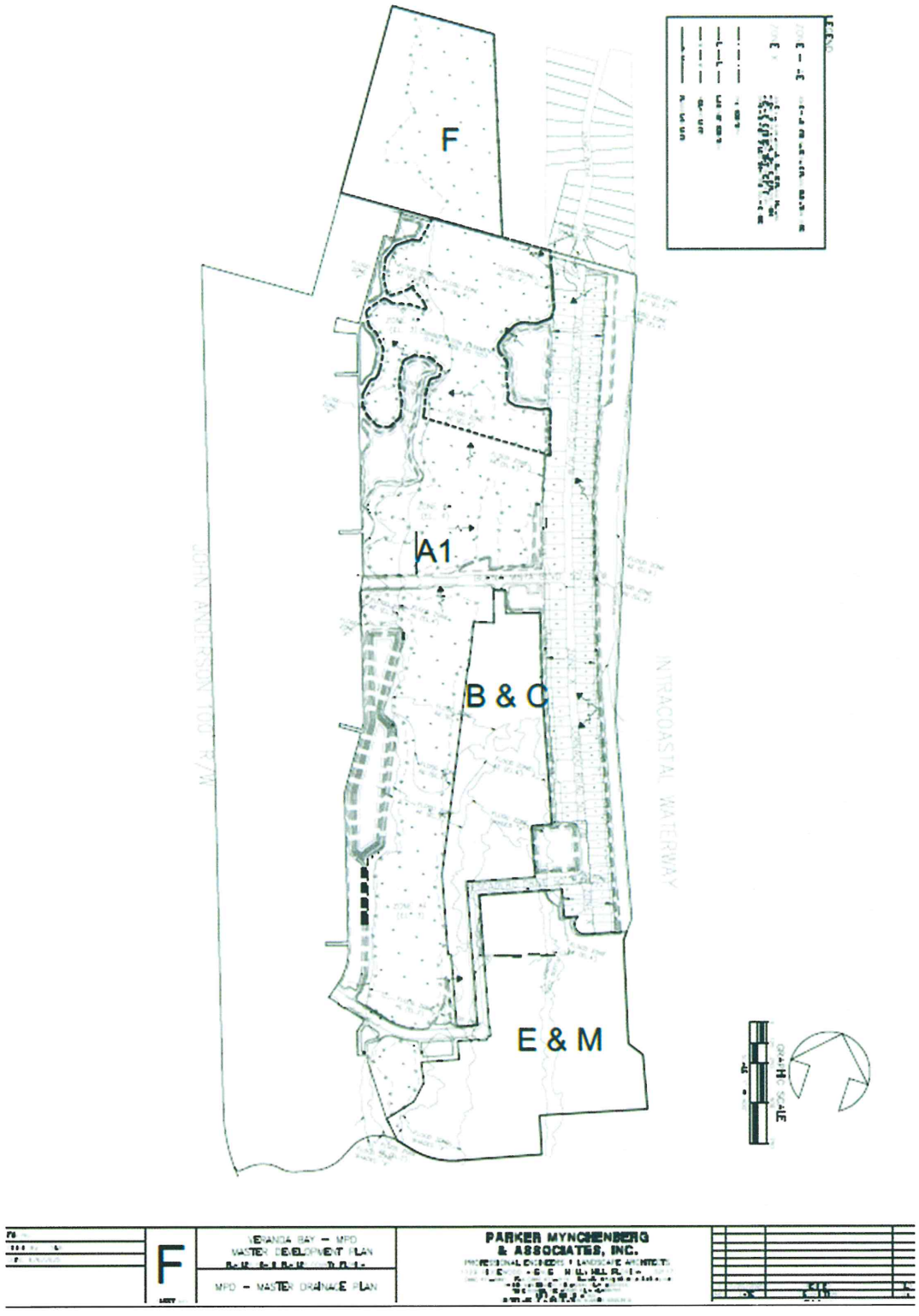

F
A1
B & C
E & M
INTRACOASTAL WATERWAY
F
PARKER MYNCHENBERG
& ASSOCIATES, INC.

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

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.
SECTION 21. TERM/EFFECTIVE DATE.
SECTION 22. RECORDATION
SECTION 23. THIRD PARTY RIGHTS
SECTION 24. SPECIFIC PERFORMANCE / TIME IS OF THE ESSENCE
SECTION 25. ATTORNEYS' FEES
SECTION 26. FORCE MAJEURE
SECTION 27. INDEMNIFICATION
SECTION 28. ENFORCEMENT: CITY'S RIGHT TO TERMINATE DEVELOPMENT AGREEMENT.
SECTION 29. CAPTIONS
SECTION 30. EXHIBITS
SECTION 31. INTERPRETATION
SECTION 32. FURTHER ASSURANCES
SECTION 33. COUNTERPARTS
SECTION 34. MODIFICATIONS, AMENDMENTS AND NON-WAIVER
SECTION 35. ENTIRE AGREEMENT AND EFFECT ON PRIOR AGREEMENTS

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



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

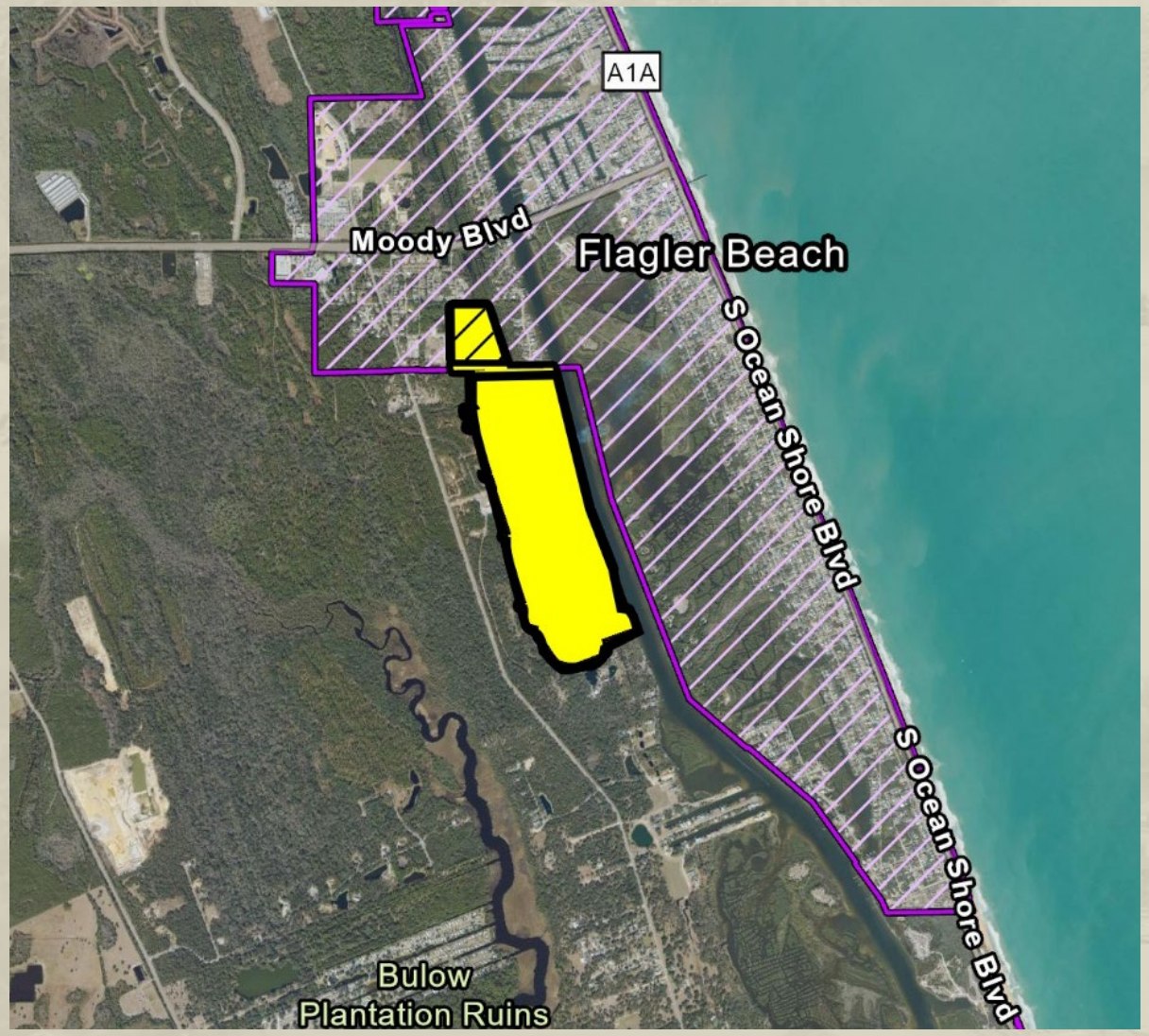

Palm Coast Plantation


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

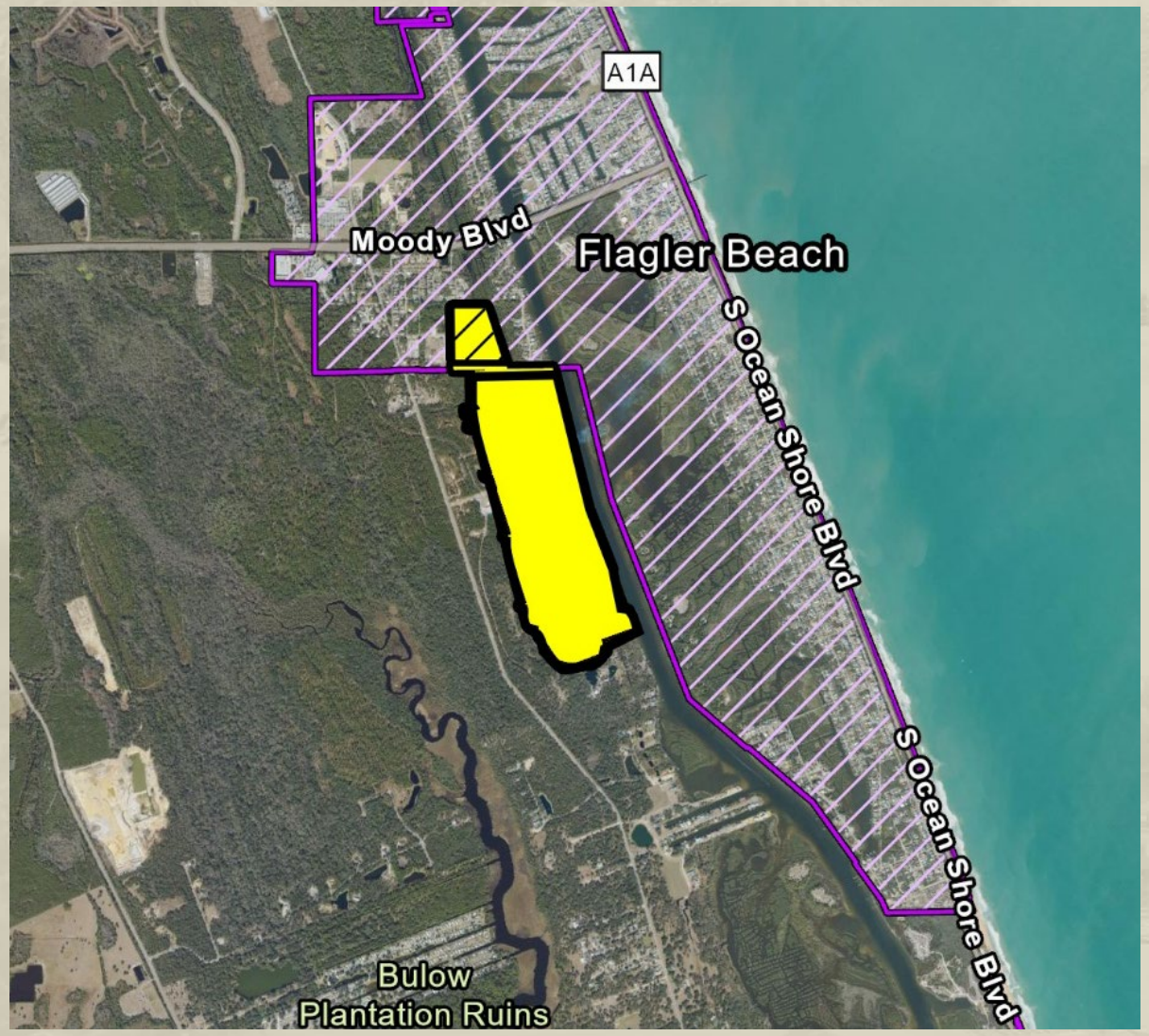
Today

Veranda Bay Project Applications

Location

Vicinity Map

Situated adjacent to Flagler Beach city limits on the west side of the city.

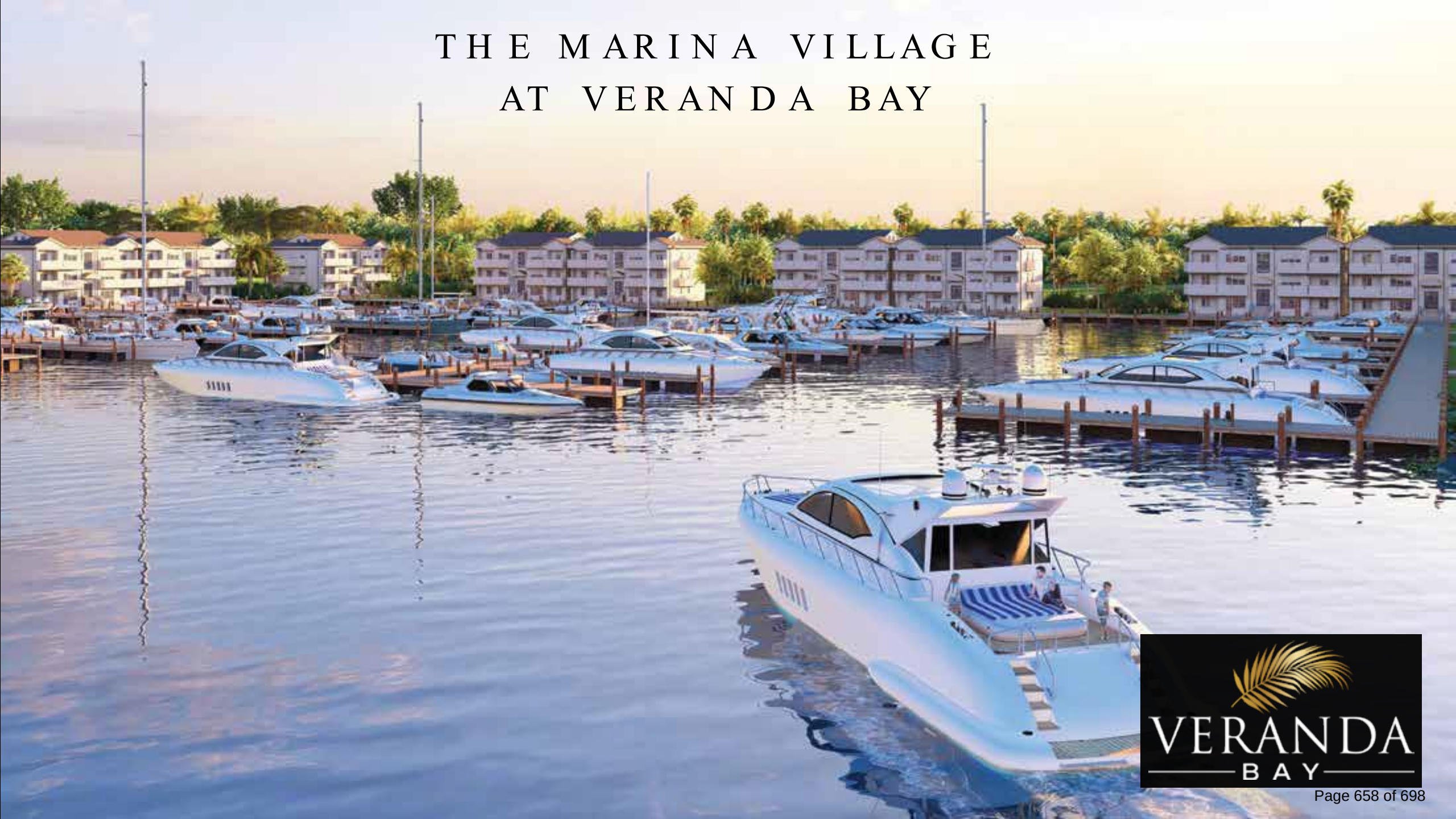


Developer's Vision

- 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

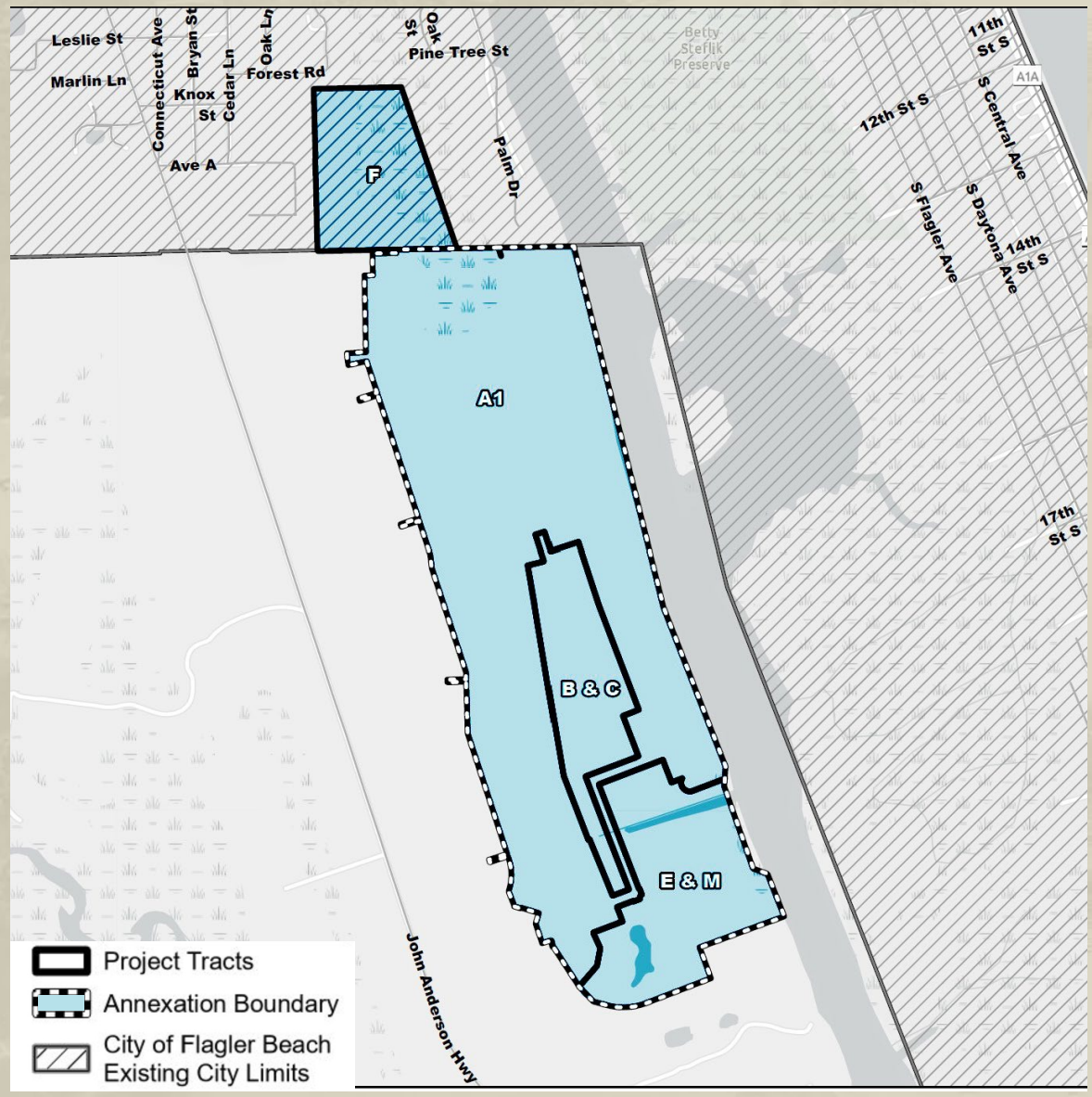
Project Elements

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

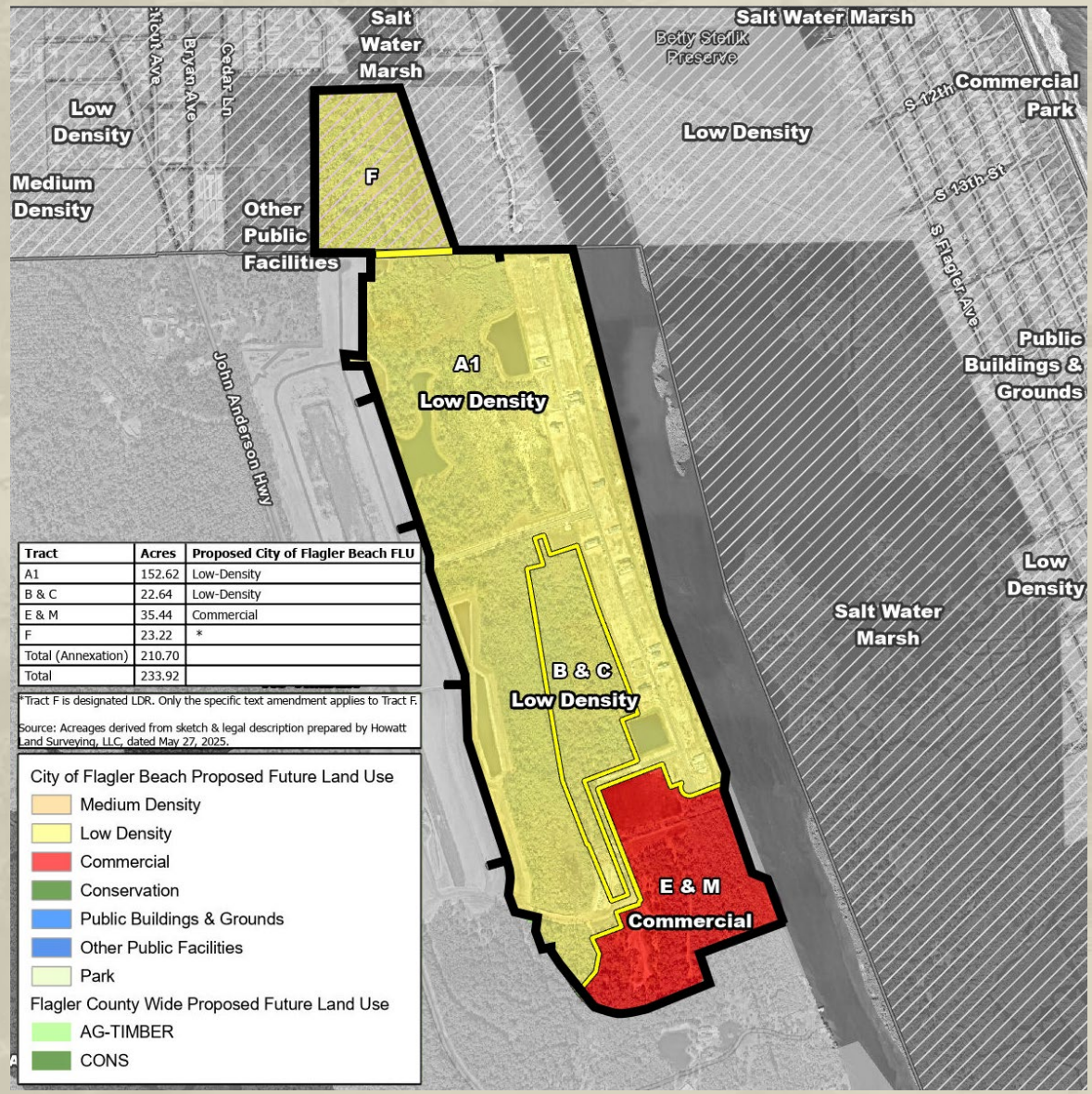
- 23 acres in City (Tract F)
- 210 acres to be annexed
- Consistent with FS171



Planning

Proposed Future Land Use Map





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

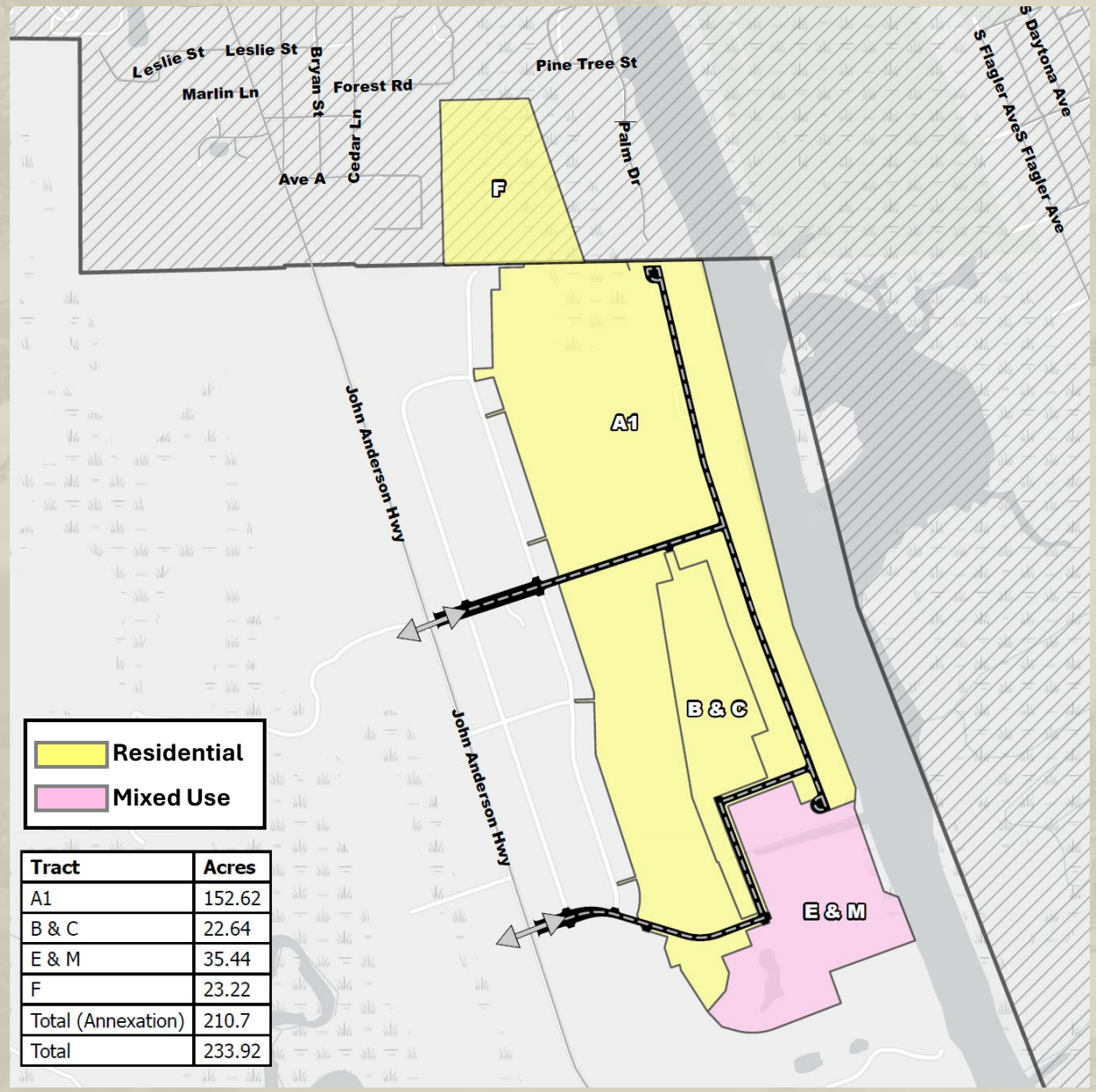
Rezoning Application

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

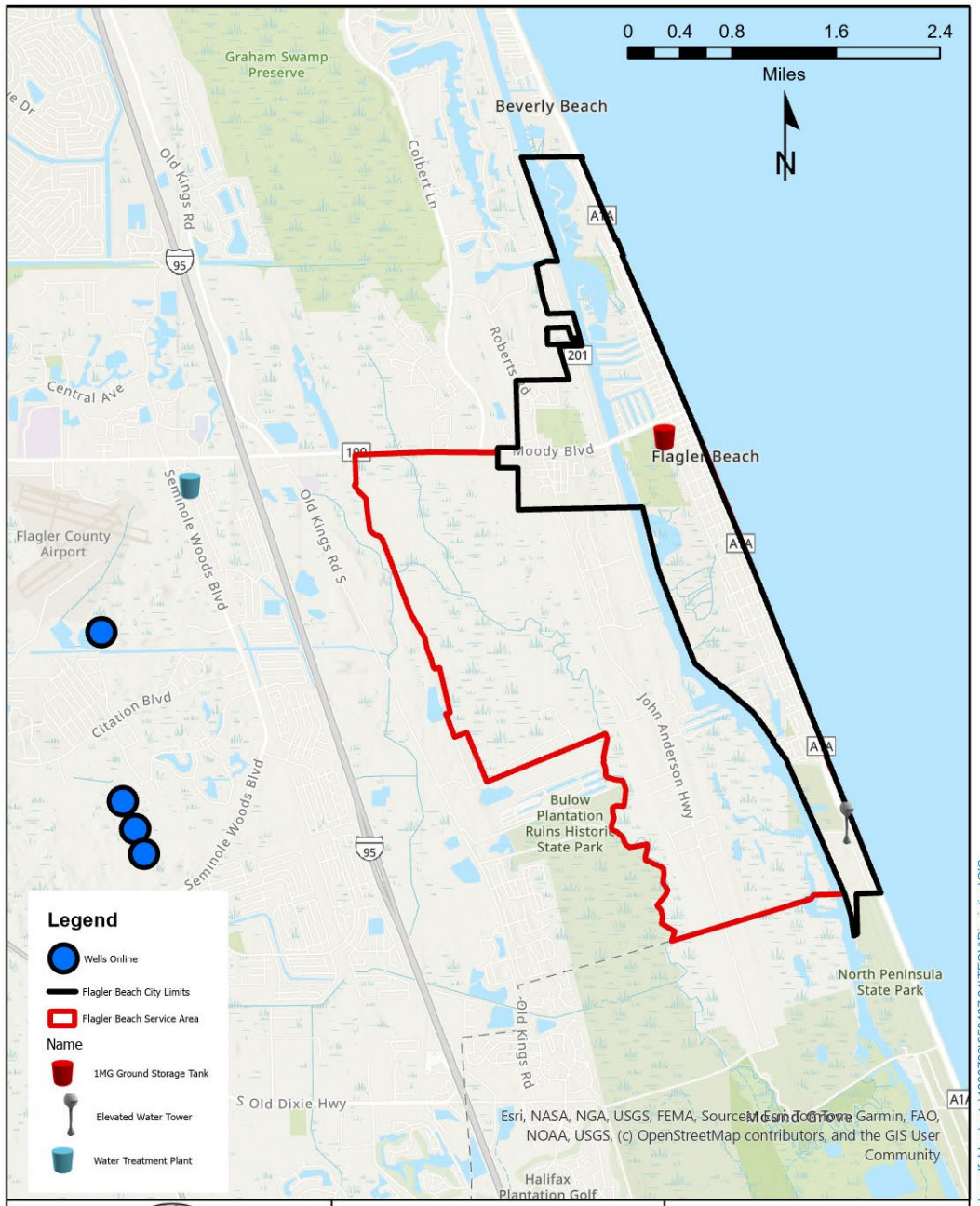
- **Transportation**
- **Utilities**
- **Public Safety**
- **School Planning**
- **Parks**

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
Water Supply Facilities
Work Plan

Figure 2-2
Active Wells
Page 669 of 698

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





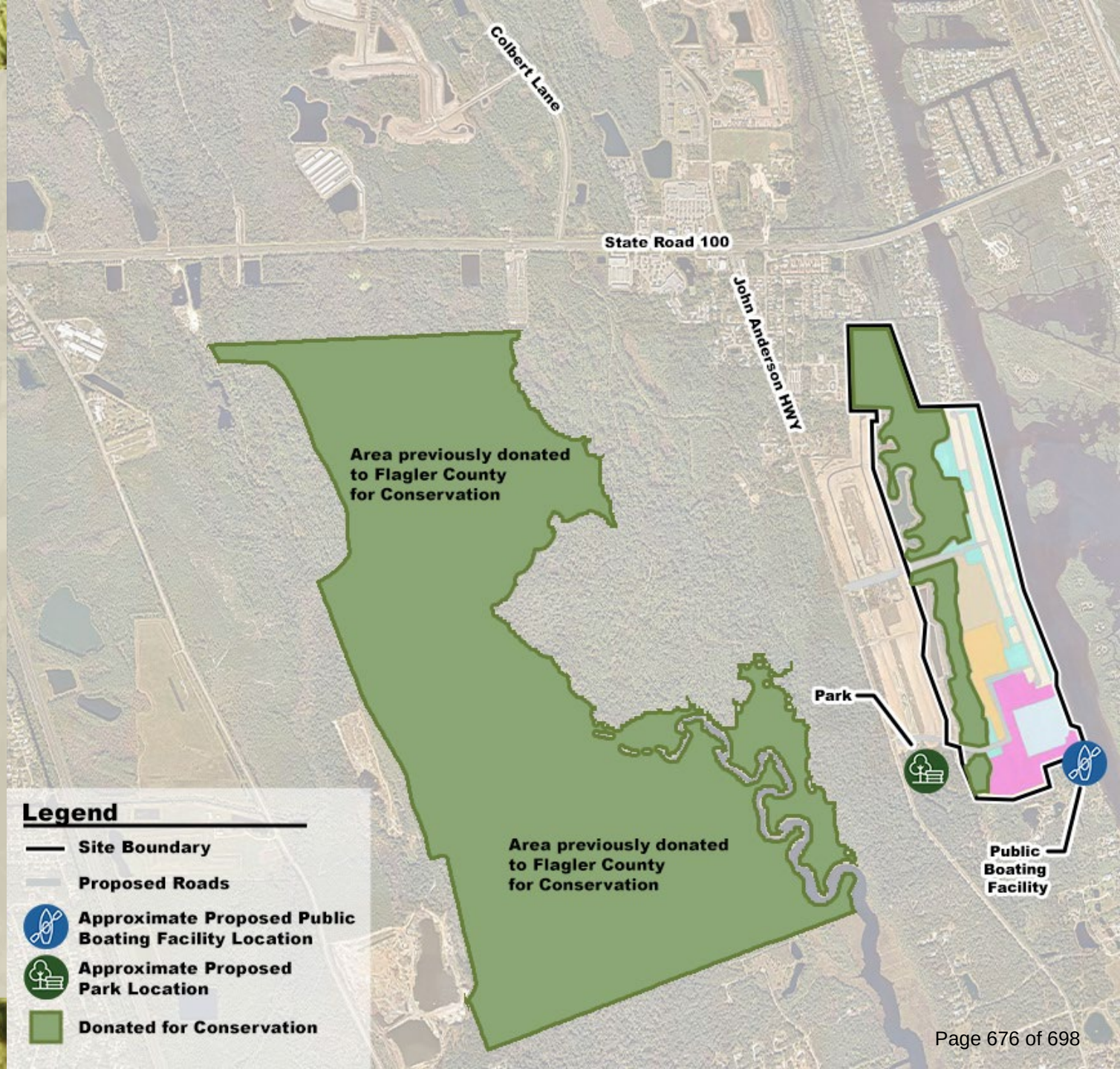
Environmental

Habitat & Species

- Previously dedicated 1,100 ac. to County.
- Environmental Assessment Report
- Wildlife Habitat Identified (Gopher Tortoise).
- Wetlands identified and surveyed.

Historic Resources

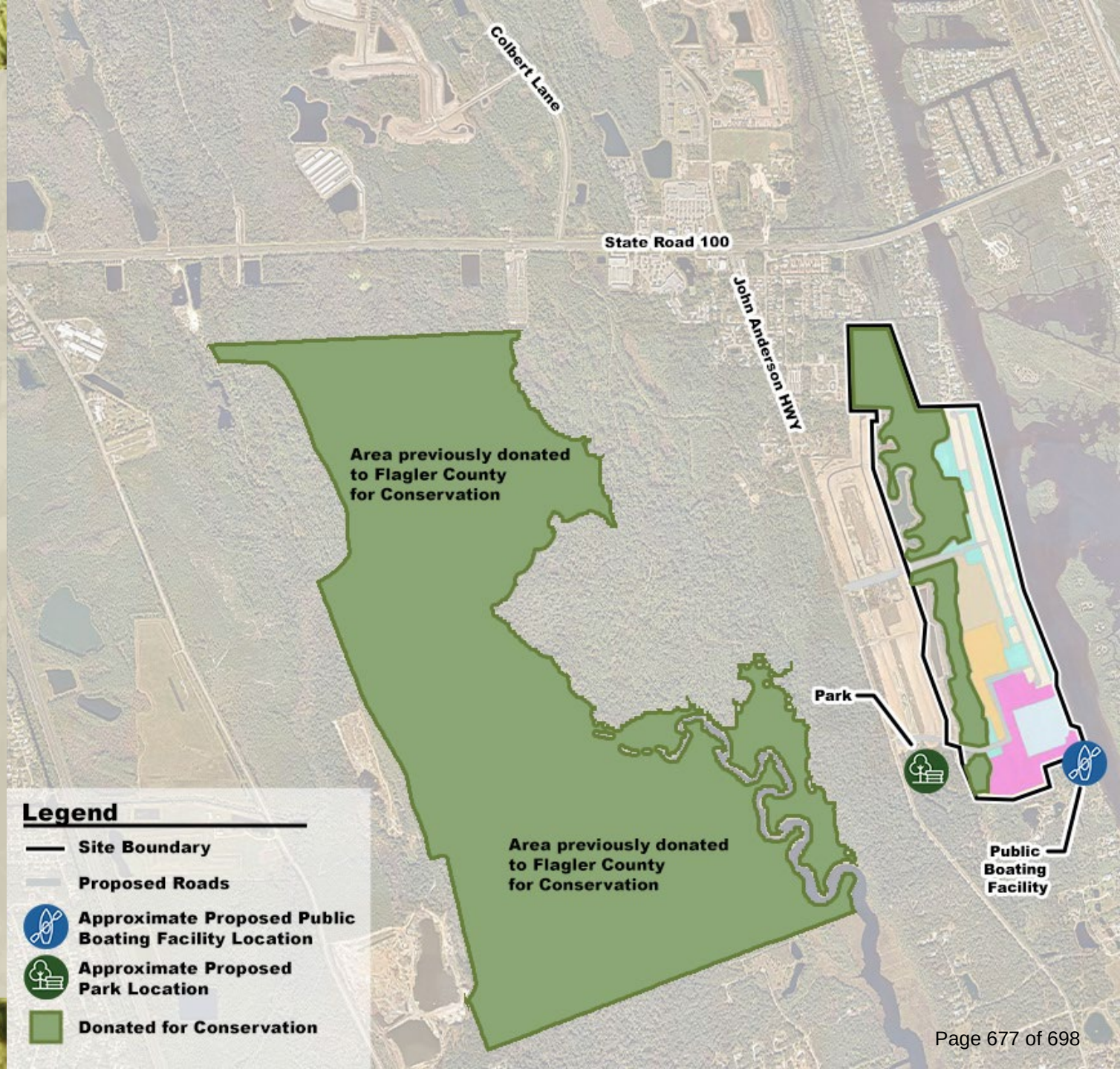
- Study performed and no outstanding issues.



Environmental

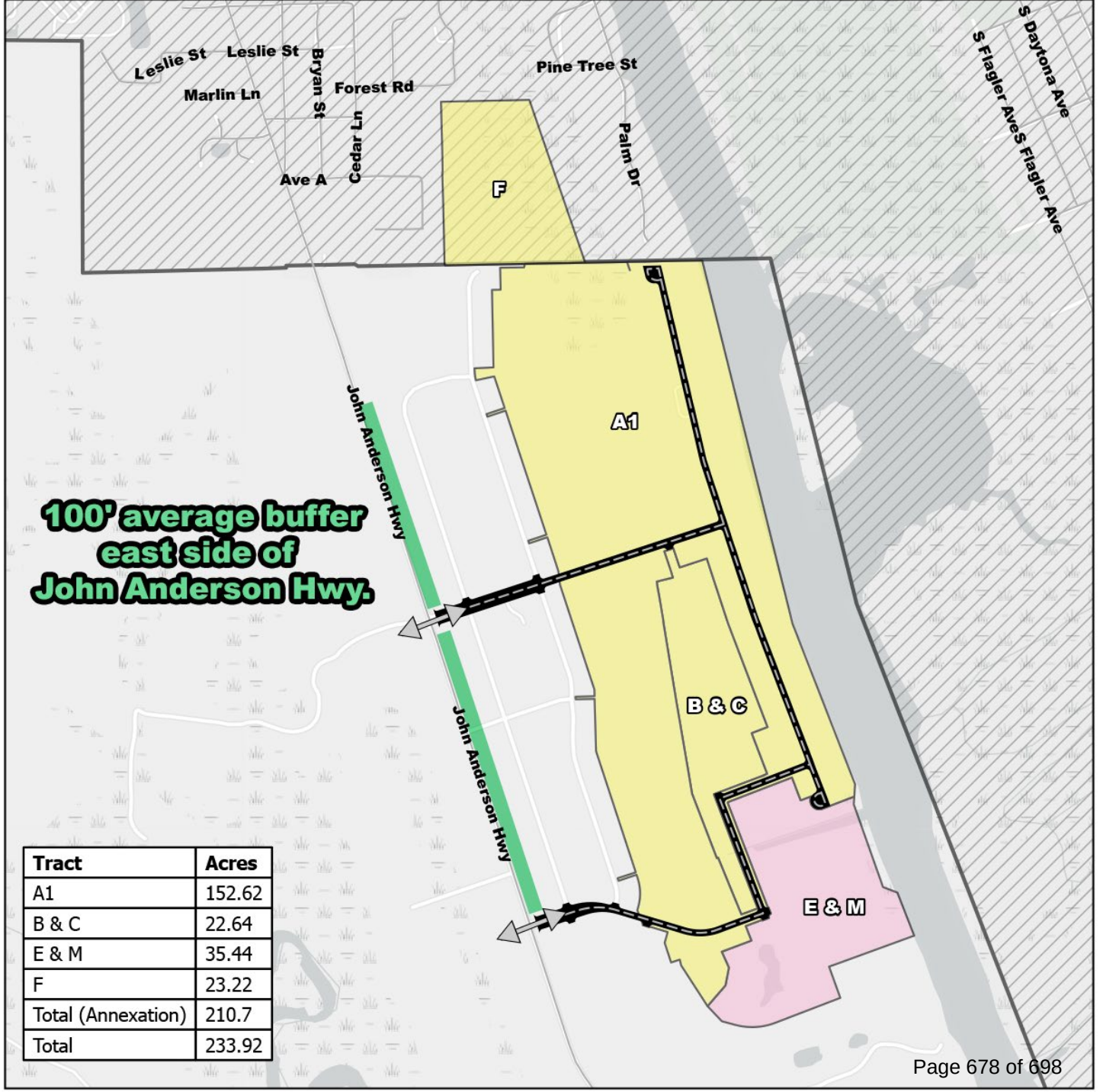
Open Space & Wetland Protection

- 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



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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

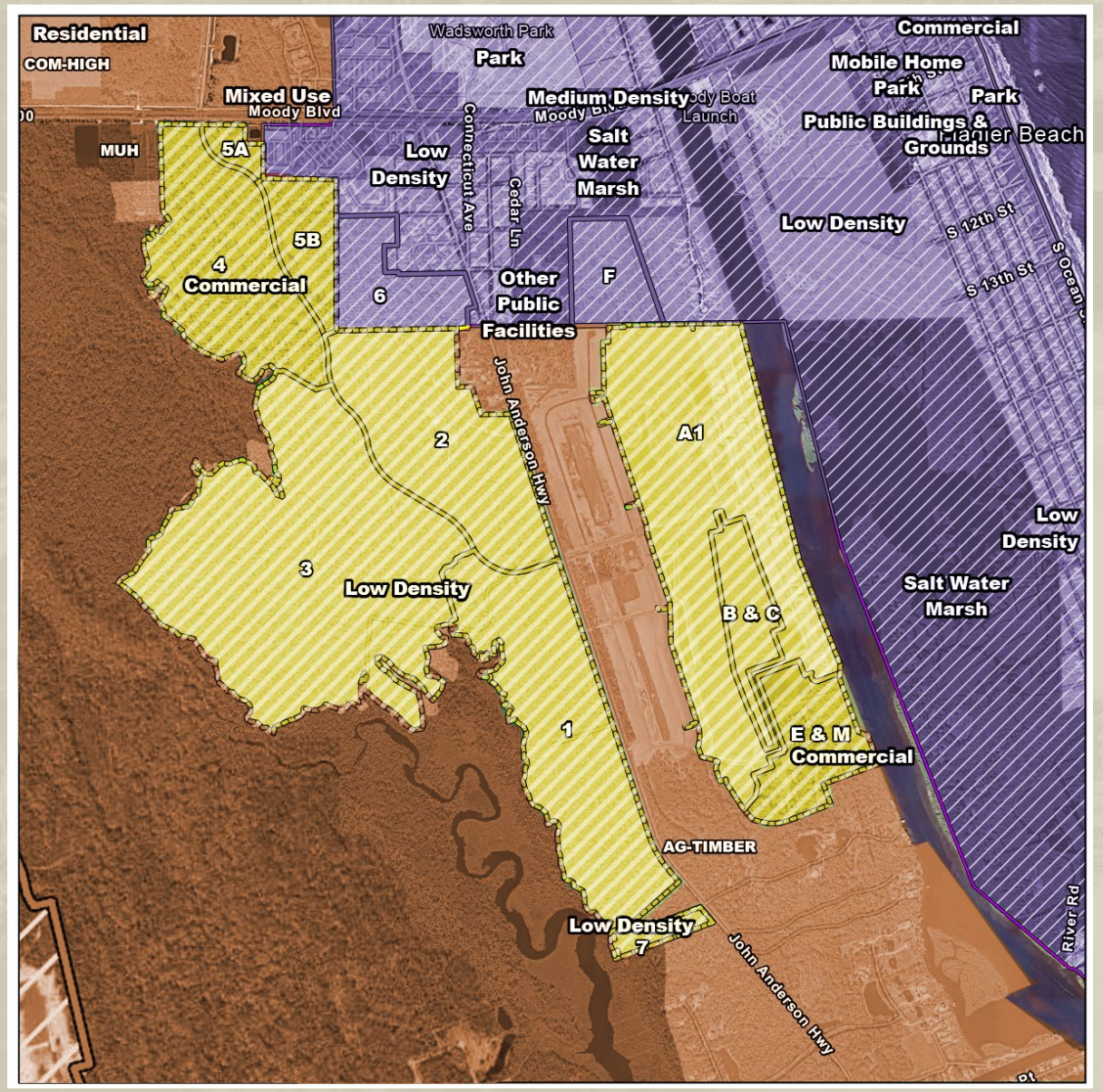
Summary

- **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.

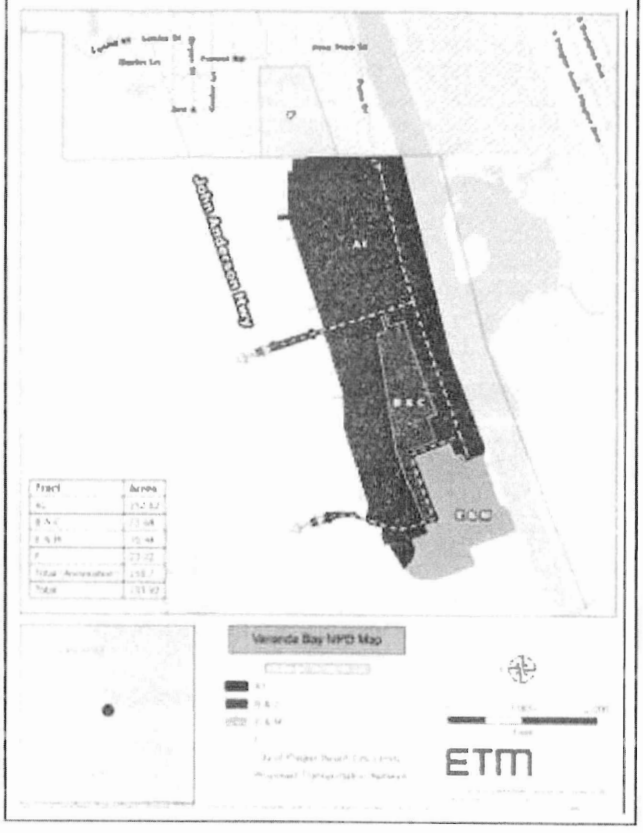
Interested parties may appear at the meeting and be heard with respect to the proposed ordinance.

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



2025-24

USA TODAY CO.

LocaliQ

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

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

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DTB Palm Coast News Tribune 02/11/2026, 02/18/2026

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Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 02/18/2026

Legal Clerk

Notary, State of WI, County of Brown

9-3-29

My commission expires

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Tax Amount:	$0.00	
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Order No:	12057402	# of Copies:
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PO #:	Rezoning VB	

THIS IS NOT AN INVOICE!

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KONGMENG YANG
Notary Public
State of Wisconsin

CITY OF FLAGLER BEACH
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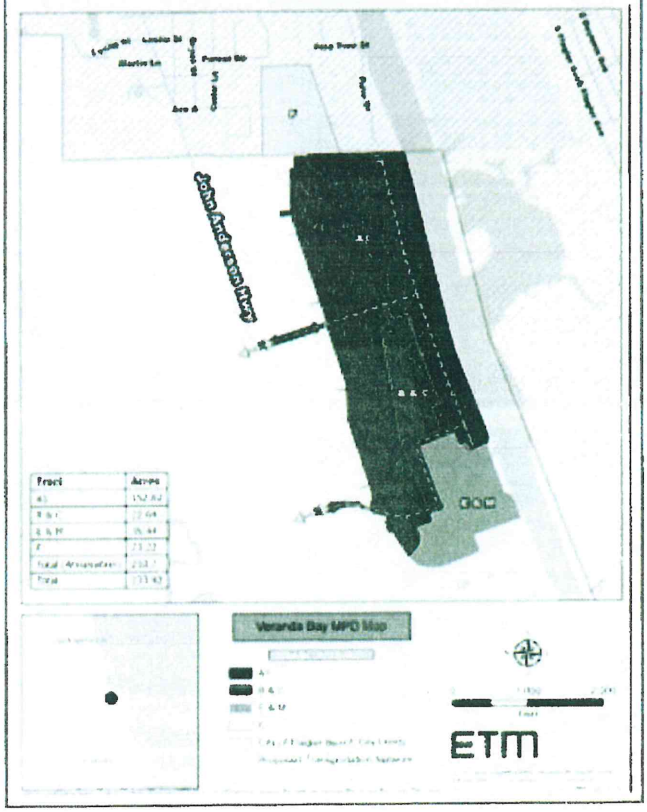

Observer

PALM COAST OBSERVER; Published Weekly

Palm Coast Flagler County FLORIDA

PUBLISHER'S AFFIDAVIT OF PUBLICATION
STATE OF FLORIDA
COUNTY OF FLAGLER

Before the undersigned authority, Brandon Bressner, personally appeared, who under oath, says he/she is a registered representative of Palm Coast Observer, a weekly newspaper published at Palm Coast in Flagler County, Florida, that the attached copy of advertisement, being a
Municipal - Public Hearing

in the matter of
CITY OF FLAGLER BEACH NOTICE OF PROPOSED ZONING MAP AMENDMENT CITY COMMISSION PUBLIC HEARING

was published in said newspaper by print in the issue(s) of:
Feb. 12, 19, 2026

and by publication on the newspaper's publicly available website, if authorized, on Feb. 12, 19, 2026

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

(Signature of Affiant)

Sworn to and subscribed before me this
This 19th day of February, 2026.

(Signature of Notary Public)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known X or produced identification ____

Type of identification produced _____

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

CR 334493

**CITY OF FLAGLER BEACH
NOTICE OF PROPOSED ZONING
MAP AMENDMENT CITY
COMMISSION PUBLIC HEARING**

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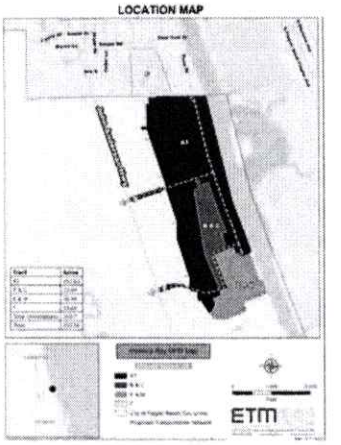
(1) ***February 26, 2026*** at 5:30 PM, or as soon thereafter as possible, in the City Commission Chambers of City Hall located at 105 S. 2nd Street, Flagler Beach, Florida. The purpose of this hearing is for the City Commission to act upon and adopt Ordinance 2025-24.

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



7763-334493
Feb. 12, 19, 2026

Staff Report

City Commission Regular Meeting

February 26, 2026

To:	City Commission
From:	Stephen Cox, Fire Chief
Meeting Date:	February 26, 2026
Item Name:	Ordinance 2026-02. An Ordinance of the City of Flagler Beach, Florida, Amending the Land Development Regulations, Section 2.06012 "Rental Units" of Appendix "A," "Land Development Regulations;" Amending the Process and Schedule for Fire Inspections of Resort Dwellings and Resort Condominiums; Providing for Conflict; Providing for Codification; Providing for Severability; and Providing for an Effective Date. (Final Reading)

Background:

Short-term rental properties have become an increasingly common form of lodging within the City of Flagler Beach, accommodating residents, visitors, and seasonal guests. Unlike traditional owner-occupied dwellings, short-term rentals experience frequent occupant turnover, varying levels of familiarity with the property, and increased use of cooking, heating, and electrical systems. These factors elevate the potential risk for fire incidents and life-safety emergencies.

Fire inspections of short-term rental properties are conducted to ensure compliance with applicable fire codes, life-safety standards, and local ordinances. The primary objective of these inspections is to reduce the risk of fire, ensure early detection and warning, provide safe means of egress, and protect occupants, neighboring properties, and responding emergency personnel.

By implementing a standardized inspection process for short-term rentals, the Flagler Beach Fire Department promotes a consistent level of safety. This program supports community risk reduction efforts, enhances public safety, and ensures that property owners meet their responsibility to provide a safe environment for occupants while operating a short-term rental within the jurisdiction.

Fiscal Impact:

The implementation of a short-term rental fire inspection program is expected to have a minimal to neutral fiscal impact on the Flagler Beach Fire Department and the City of Flagler Beach when supported by a cost-recovery inspection fee. Inspections will be conducted by the existing Flagler Beach Fire Department Inspector as part of normal fire prevention and life-

safety operations.

The program is anticipated to generate modest recurring revenue sufficient to cover inspection labor, administrative processing, and enforcement activities. No additional staffing, apparatus, or capital expenditures are anticipated at this time.

From a broader perspective, the program may result in long-term cost avoidance by reducing the likelihood and severity of fire incidents, minimizing emergency response demands, property loss, and potential liability exposure to the City. Enhanced compliance with fire and life-safety standards supports community risk reduction goals while maintaining fiscal responsibility.

Staff Recommendation:
On January 6, 2026, the Planning and Architectural Review Board voted unanimously to recommend approval. The Commission unanimously, approved Ordinance 2026-02 on first reading at the February 12th meeting. Staff recommends approval.

Attachments:
1. FBFD - Pre-inspection STR Guide_rev 1-14-2026
2. Ordinance 2026-02_STR Fire Inspections updated 02.06.26
3. 2026-02 Fire Inspections Affidavit

Flagler Beach Fire Department

Pre-Fire Inspection Checklist for Short Term Rentals

Prepare for your upcoming fire safety inspection – Know what we look for!

(Based on current NFPA 1 Fire Code & NFPA 101 Life Safety Codes)

GENERAL SAFETY

- Property address numbers clearly visible from the street (minimum 4" high, contrasting color).
- Electrical panels accessible with at least 30" of clearance.
- No extension cords used as permanent wiring; UL-listed power strips only.
- Good housekeeping, no excessive storage, trash, or combustibles.
- Ceiling is complete, no missing or damaged tiles.
- Smoke alarms installed in every bedroom, outside each sleeping area, and on each floor level.
- Carbon monoxide alarms installed where fuel-burning appliances or attached garages are present.
- All detectors tested and functioning properly.

EXITS & EGRESS

- All sleeping rooms have a secondary means of escape (window or door)*if applicable.
- Exit doors open easily from the inside without keys or tools.
- Exit routes are clear, unobstructed, and at least 36” wide.
- Exterior stairs, porches, and decks are in good condition and well lit.
- Exit signs and emergency lighting function properly (if required).

FIRE EXTINGUISHERS

- At least one multi-purpose (2A:10B:C) extinguisher on each floor.
- Mounted 3.5–5 ft from floor, easily accessible, and fully charged.
- Inspected and tagged within the past 12 months by a certified technician.
- Owner/host performs visual check monthly.

SMOKE & CARBON MONOXIDE ALARMS

- Smoke alarms less than 10 years old, with test button working.
- CO alarms installed per manufacturer instructions and tested monthly.
- Interconnected alarms (hardwired or wireless) where required.

KITCHEN FIRE SAFETY

- Stove area clear of combustibles (towels, paper, curtains, etc.).
- Working fire extinguisher within 30 ft of cooking area.
- Range hood, filters, and cooking surfaces kept clean and grease-free.

HEATING & ELECTRICAL

- Heating appliances and water heaters properly vented and maintained. *if applicable.
- Portable space heaters (if any) are UL listed and automatically shut off if tipped.
- No overloaded outlets or daisy-chained power strips.
- Portable heaters kept at least 3 ft from combustibles.
- Electrical cords in good condition — no frays or exposed wires.

OUTSIDE AREAS

- BBQ grills kept at least 10 ft from the structure and not used on balconies.
- Propane tanks secured upright and stored safely.
- Fire pits and outdoor fireplaces operated per city regulations. (See Section 9-20 in Chapter 9 of Flagler Beach, Florida - Code of Ordinances)
- Driveway and access routes clear for emergency vehicles.

FIRE SAFETY INFORMATION

- Emergency contact numbers posted near main exit.
- Property address and evacuation map posted in a visible location.
- Guests are informed of emergency exits and fire extinguisher locations.
- Fire department access key or lockbox available (if required).

DOCUMENTATION

- Fire inspection records and service tags (alarms, extinguishers, sprinklers if applicable).
- Proof of compliance with Flagler Beach STR registration and inspection requirements.

AFTER YOUR INSPECTION

- If any issues are found, a written report will be provided with a timeline for correction.
- Re-inspections are typically scheduled within 30 days.
- Failure to correct violations may result in fines or suspension of STR approval.

Tips for Success:

- Walk through your property using this checklist before scheduling inspection.
- Test alarms and extinguishers regularly.
- Keep exits clear and visible at all times.
- Contact us if you have questions — we're here to help!

Questions?

Flagler Beach Fire Department – Fire Prevention Division
320 S Flagler Ave, Flagler Beach, FL
(386)-293-4795
BAdams@fbfire.org

Updated 1/14/2026

ORDINANCE NO. 2026-02

AN ORDINANCE OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS, SECTION 2.06.12 "RENTAL UNITS" OF APPENDIX "A," "LAND DEVELOPMENT REGULATIONS;" AMENDING THE PROCESS AND SCHEDULE FOR FIRE INSPECTIONS OF RESORT DWELLINGS AND RESORT CONDOMINIUMS; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 206.12 of the Land Development Regulations currently provides for annual self-inspection by operators of Resort Dwellings and Resort Condominiums; and

WHEREAS, in order to best protect the public health, safety, and welfare, the City Commission has considered a recommendation to adopt a more formal annual inspection process ensuring Resort Dwellings and Resort Condominiums maintain compliance with the National Fire Protection Association Fire Code and the Life Safety Code.

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

Section 1. The findings set forth in the recitals above are adopted and fully incorporated herein by reference.

Section 2. Appendix "A," Article 2, Section 2.06.12, "Rental Units," of the City of Flagler Beach Code of Ordinances, is hereby amended as follows (Note: additions indicated by underscore; deletions indicated by ~~strikethrough~~; and text that shall remain unaltered that is not reproduced here is indicated by ellipses (***)):

Sec. 2.06.12. Rental units.

(1) *Applicability.* This section shall be applicable to the rental of all dwelling units within the City of Flagler Beach, but shall not apply to hotels, motels, resorts, long-term rentals, or bed and breakfast inns as defined in F.S. § 509.242. This section shall not be taken to authorize the establishment or operation of resort dwellings.

* * *

(e) At the time an initial application for a Resort Dwelling/Resort Condominium Rental Permit is submitted to the City, the City shall schedule an

inspection of the rental property by the ~~Fire Marshall~~ Fire Inspector or his designee. The City shall also provide the owner with a ~~Resort Dwelling Compliance Regulations Worksheet~~ Pre-Inspection Short-Term Rental Checklist. ~~Within thirty days prior to the date a Resort Dwelling/Resort Condominium Rental Permit expires, each owner shall perform an annual self-inspection of the rental property and complete the Compliance Regulations Worksheet. The Completed Compliance Worksheet shall be provided to the City upon application for a renewal of the Resort Dwelling/Resort Condominium Rental Permit.~~

One year after the initial fire safety inspection, the Resort Dwelling/Resort Condominium Rental Permit will be placed on an annual reinspection schedule by the Fire Inspector. All Resort Dwelling/Resort Condominium Rental Permits are required to pass an annual fire safety reinspection in order to maintain compliance under the National Fire Protection Association (NFPA) Fire Code 1 and Life Safety Code 101. The City Commission may, by resolution, adopt an initial fire safety inspection fee to be paid upon application for a Resort Dwelling/Resort Condominium Rental Permit and an annual fire safety reinspection fee to be paid yearly upon reinspection for a Resort Dwelling/Resort Condominium Rental Permit.

Section 3. Conflicts. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 4. Codification. The City Planner shall cause the Code of Ordinances of the City of Flagler Beach to be amended as provided by this Ordinance and may renumber, re-letter, and rearrange the codified parts of this Ordinance if necessary to facilitate the finding of the law.

Section 5. Severability. Should any word, phrase, sentence, subsection, or section be held by a court of competent jurisdiction to be illegal, void, unenforceable, or unconstitutional, then that word, phrase, sentence, subsection, or section so held shall be severed from this Ordinance and all other words, phrases, sentences, subsections, or sections shall remain in full force and effect.

Section 6. Effective Date. This Ordinance shall become effective immediately upon its passage and adoption.

PASSED ON FIRST READING THIS ____DAY OF _____ 2026.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2026.

CITY OF FLAGLER BEACH, FLORIDA

_____
Patti King, Mayor

ATTEST:

_____
Penny Overstreet, City Clerk

Observer

PALM COAST OBSERVER; Published Weekly

Palm Coast Flagler County FLORIDA

PUBLISHER'S AFFIDAVIT OF PUBLICATION
STATE OF FLORIDA
COUNTY OF FLAGLER

Before the undersigned authority, Brandon Bressner, personally appeared, who under oath, says he/she is a registered representative of Palm Coast Observer, a weekly newspaper published at Palm Coast in Flagler County, Florida, that the attached copy of advertisement, being a
Municipal

in the matter of
ORDINANCE 2026-02

was published in said newspaper by print in the issue(s) of:
Feb. 12, 2026

and by publication on the newspaper's publicly available website, if authorized, on Feb. 12, 2026

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

(Signature of Affiant)

Sworn to and subscribed before me this
This 12th day of February, 2026.

Kirsten H. Fyke
(Signature of Notary Public)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known X or produced identification ____

Type of identification produced _____

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

CR 334104

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

ORDINANCE 2026-02

An Ordinance of the City of Flagler Beach, Florida, Amending the Land Development Regulations, Section 2.06012 "Rental Units" of Appendix "A", "Land Development Regulations;" Amending the Process and Schedule for Fire Inspections of Resort Dwellings and Resort Condominiums; Providing for Conflict; Providing for Codification; Providing for Severability; and Providing for an Effective Date.

A Public Hearing will be conducted to consider the amendments as follows:

City Commission: **Thursday, February 26, 2026 @ 5:30 p.m. or soon thereafter.**

The public hearings may be continued to a future date or dates. The times and dates of any continuance of a public hearing shall be announced during the public hearing without any further published notice. The request will be heard at 5:30 PM, or as soon thereafter as possible, in the City Commission Chambers located at 105 South Second Street, Flagler Beach, Florida. If a person decides to appeal 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.
7763-334104
Feb. 12. 2026