City Commission Regular Meeting Agenda

Thursday, April 9, 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**

   a. Pinning of Firefighters who have succesfuly passed probation.

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

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

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

5. **Consent Agenda**

   a. Approve the Regular meeting Minutes of March 26, 2026.

6. **General Business**

   a. Receive a presentation from Bob Snyder and Shelia Pillath on the Centennial Interviews.

   b. Receive annual update from the city's representative to the Bicycle Pedestrian Advisory Committee (BPAC) of the Volusia- Flagler Transportation Planning Organization.

   c. Resolution 2026-27. A Resolution by the City Commission of the City of Flagler Beach approving Amendment #2 to the professional services contract with Mead & Hunt, Inc. for the Water Main River Crossing – Upland Portion (City Project 636) to add Bidding Assistance Services, providing for conflict and an effective date.

   d. Resolution 2026-09. A Resolution accepting a proposal from S.E. Cline Construction, Inc. for labor, equipment, and materials to perform the Venice Park Swale Maintenance Project; authorizing the execution of a contract and payment therefor; providing for conflict and an effective date.

   e. Resolution 2026-31. A Resolution by the City Commission of the City of Flagler Beach, Florida, approving the reimbursement of costs incurred by the City Manager in response to a State of Florida Commission on Ethics complaint; providing for conflict and providing for an effective date.

7. **Public Hearings**

   a. Ordinance 2026-05. An Ordinance of the City Commission of the City of Flagler Beach, Florida, amending the Code of Ordinances of the City of Flagler Beach related to the use of bicycles, electric bicycles, motorized scooters, motorized skateboards, and off-road electric motor-driven cycles; providing for enforcement and penalties for violation; providing for severability, codification, conflicts, and an effective date (Second [Final] Reading).

   b. Ordinance 2026-07. An Ordinance of the City Commission of the City of Flalger Beach, Florida, amending the

City of Flagler Beach Code of Ordinances, Chapter 12, Impact Fees, to rename Chapter 12 as Impact and Mobility Fees, to amend Section 12-1 adopting the Mobility Plan and Mobility Fee Technical Report; to amend Section 12-2 Definitions; to amend Sect 12-3 to incorporate Mobility Fee Funds; to establish Sec 12-10 Mobility Fees; to establish Section 12-11 Mobility Fee Determination; providing for codification, conflicts, severability, and an effective date; and for other purposes (First Reading).

8. Staff Reports

a. City Attorney

b. City Manager

9. Commission Comments

a. Commission comments, including reports from meetings attended

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

10. Adjournment

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

City Commission Regular Meeting Minutes

Thursday, March 26, 2026, at 5:30 PM

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

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

1. **Call the meeting to order.** Chairman Cooley 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 to the flag.

3. **Deletions and changes to the agenda.** None.

4. **Public comments regarding items not on the agenda.** Rich Phelan and Brian Ford provided comments.

5. **Consent Agenda**

   a. Approve the Organizational and Regular Meeting Minutes of March 12, 2026.

   b. Public School Proportionate Share Mitigation Agreement — FCSD #24-016 ADJ Project Legacy Pointe Cottages

   c. Appoint Rick Belhumeur to complete the term of the vacancy in Seat 5 of the Planning & Architectural Review Board.

   Motion by Commissioner Spradley to approve all three items of the Consent Agenda. Commissioner Sherman seconded the motion. The motion carried unanimously.

6. **General Business**

   a. Review and Approval of October 11, 2026, Corvettes at the Beach, Special Event Application including road closures. Mr. Martin introduced the item, providing the history of staff review with the applicants related to the event. Greg Norton and Paul Kuchura spoke of previous years this event was held in Flagler Beach they then reviewed the event request, which included street closure, use of the Commission Chambers, use of the City Hall foyer restrooms, use of the City Seal/Logo, and sponsorship in the form of a waiver of fees. A long discussion ensued regarding street closure, parking and pedestrian safety. Applicant Greg Norton urged the Commission to approve the road closure in front of the hotel, due to pedestrian safety concerns. Discussion turned to the closure of parking spaces, to hold them as needed for the event

   The Commission reached a consensus on the following:
   - A cap of $350.00 in administrative costs/fees excluding Police expenses
   - Permitted use of the City Seal/Logo
   - Permitted use of the City Hall foyer restrooms
   - Road closure: ½ of S. 2nd Street (closed in front of City Hall) Closure of S. Central between S. 2nd and S. 3rd Streets.
   - Authorized the City Manager to work with the Acting Police Chief for the Movement of Traffic (MOT) plan

   Motion by Commissioner Sherman to approve with these modifications; that the City Manager is to work with the

Chief of Police and the applicant on the Movement of Traffic plan with no authorizations for road closures beyond Second to Central and Central to Third the only area authorized for any road closure, modifying the fee cap to exclude fees exceeding $350.00 excluding costs for Police Service, and use of the City Logo/Seal. Commissioner Santore seconded the motion. Chairman Cooley opened public comments. Steve Wolfe, Melanie Thompson, Mike Wright, and Jim McGeggor provided comments. Chairman Cooley closed public comments. The motion carried unanimously.

b. Resolution 2026-18. A Resolution of City of Flagler Beach, Florida, relating to the State Revolving Fund Loan Program; making findings; authorizing the loan application; authorizing the loan agreement; establishing pledged revenues; designating authorized representatives; providing assurances; providing for conflicts, severability, and effective date. Attorney Smith read the title of the Resolution into the record. Bill Freeman, City Engineer briefly reviewed and introduced Matt Clark, P.E. McKim & Creed, reviewed a Power Point Presentation regarding the State Revolving Fund (SFR) Loan application and the next steps. Motion by Commissioner Spradley to approve Resolution 2026-18. Commissioner Sherman seconded the motion. Chairman Cooley opened public comments. Benjamin Belhumuer and Rich Phelan provided comments. Chairman Cooley closed public comments. The motion carried unanimously, after a roll call vote.

Follow-Up: Engineering to provide the City Manager with the details and estimates of the work to be done. City Manager to forward on to the Elected Officials

c. Resolution 2026-20. A Resolution by the City Commission of the City of Flagler Beach approving Change Order No. 1 for Project #623 with U.S. Water Services Corporation for asphalt restoration and scope adjustments, in the amount of $13,431.00; providing for conflict and an effective date. Attorney Smith read the title of the Resolution into the record. City Engineer Bill Freemen reviewed the request. Motion by Commissioner Spradley to approve 2026-20. Commissioner Cunningham seconded the motion. Chairman Cooley opened public comment. Rich Phelan provided comments. Chairman Cooley closed public comment. The motion carried unanimously, after a roll call vote.

d. Resolution 2026-23. A Resolution of the City Commission of the City of Flagler Beach authorizing the installation of Miami curbs at twenty-six (26) south alley locations and approving a not-to-exceed amount of $87,561.00; providing for conflict and an effective date. Attorney Smith read the title of the Resolution into the record. City Engineer Bill Freeman reviewed the request. Discussion ensued regarding the concrete not adhering to the existing asphalt, installing and asphalt “hump in front of the alleyways to divert the water, existing swales that have been filled in, and repairing the swales. Motion by Commissioner Santore to approve Resolution 2026-23 adding the direction to staff that the project be commensurate with the improvement of the swales in those areas that will be receiving that water, including the subbase work. Commissioner Spradley seconded the motion. Chairman Cooley opened public comment. Rick Belhumeur distributed a photo of an asphalt barrier to divert the stormwater, and Benjamin Belhumeur provided comments. Chairman Cooley closed public comment. The motion carried unanimously, after a roll call vote.

e. Resolution 2026-29. A Resolution of the City Commission of the City of Flagler Beach approving Amendment 3 to State Revolving Fund Loan Agreement WW180131 for the Wastewater Treatment Plant Improvement Project; providing for conflict and an effective date. Attorney Smith read the title of the Resolution into the record. Discussion ensued regarding the debt. Motion by Commissioner Sherman to approve Resolution 2026-29. Commissioner Spradley seconded the motion. Chairman Cooley opened public comment. No comments were offered. Chairman Cooley closed public comment. The motion carried unanimously, after a roll call vote.

f. Resolution 2026-30. A Resolution by the City Commission of the City of Flagler Beach approving the Standard Design Template for 30-foot rights-of-ways; providing for an effective date and providing for conflict. Attorney Smith read the title of the Resolution into the record. Mr. Martin reviewed the item, noting that this is not a project this is only a design standard. Chairman Cooley opened public comment. Denise Streit distributed a handout related to the millings being placed on her alley. Rick Belhumeur commented on residents who access the home from the alley. Chairman Cooley closed public comment. Discussion ensued regarding sole access and scraping the millings and putting down shell. Consensus was reached to have staff move forward with Segment 1 ($245,000 Oak Place). Motion by Commissioner Sherman to approve Resolution 2025-30. Commissioner Spradley seconded the motion. The motion carried unanimously, after a roll call vote.

g. Discussion item Charter Amendment Proposal: Ordinance to reinforce the deed restriction on the golf course property that any termination or amendment of the deed restriction be approved by a unanimous vote of the City Commission. Attorney Smith reviewed. Commissioner Santore noted scriveners' errors in the document.

7. Public Hearings

a. Ordinance 2026-04. An Ordinance of the City Commission of the City of Flagler Beach, Florida, amending the Official Zoning Map designation for approximately 2.943 acres of certain real property; providing for conflicts; providing for severability; and providing an effective date (Second [Final] Reading). Attorney Smith read the title of the Ordinance into the record. Lupita McClenning, City Planner stated there is a FLUM amendment forthcoming. Motion by Commissioner Sherman to approve Ordinance 2026-04. Commissioner Spradley seconded the motion. Chairman Cooley opened public comment. None offered. Chairman Cooley closed public comments. The motion carried unanimously, after a roll call vote.

8. Staff Reports

a. City Attorney Reported the no answer was filed, and the publication period has ended in the Code Enforcement Lien Foreclosure. We have motioned for motion for Clerk's default, once entered we can motion to Judicial hearing, expect to have two meetings from now a sale date scheduled.

b. City Manager. Reported Rick McFadden has submitted his retirement letter, and he thanked him for his service. Community Dinner tickets remain on sale and noted the silent auction of the Centennial Banners.

Acting Chief Blanchette spoke of the Fraud Seminar, reporting the turn-out was good and they are planning on holding another class in the future

City Clerk Penny Overstreet reported a vacancy at the Flagler County Cultural Council Meeting. She requested a volunteer. Commissioner Spradley volunteered to serve as an ex-officio member.

9. Commission Comments

a. Commission comments, including reports from meetings attended. Mayor King reported she issued a proclamation to our Water Treatment Staff recognizing Water Conservation Month. Commissioner Santore thanked staff for scheduling meetings with him. Commissioner Santore reported he attended the TPO and Scenic Highway meetings. Commissioner Spradley spoke of a recent trip to St Petersburg, FL and would be circulating pictures of the pier amenities they have (bike racks, rubbish containers, etc.). Commissioner Sherman asked for clarification on the golf course and the Growing season, with the extension, will this impact the growing season forecast the buyer provided. Attorney Smith stated he is awaiting a return call from Attorney Livingston on this subject.

b. Public comments regarding items not on the agenda. Rick Belhumeur thanked the FDOT District 5 Secretary for his commitment. Rich Phelan spoke about parking at the golf course. Denise Streit spoke of ingress and egress for property owners on Oak Place who have access to S. South Flagler Avenue. Tony Ramondo commended Acting Chief Blanchette

10. Adjournment. Commissioner Sherman put forth a motion to adjourn the meeting at 9:01 p.m.

_____
Eric D. Cooley, Chairman

Attest:

_____
Penny Overstreet, City Clerk

Staff Report

City Commission Regular Meeting

April 9, 2026

To:	City Commission
From:	William Freeman, City Engineer/Public Works Administrator
Meeting Date:	April 9, 2026
Item Name:	Resolution 2026-27. A Resolution by the City Commission of the City of Flagler Beach approving Amendment #2 to the professional services contract with Mead & Hunt, Inc. for the Water Main River Crossing – Upland Portion (City Project 636) to add Bidding Assistance Services, providing for conflict and an effective date.

Background:
The City of Flagler Beach maintains an existing professional services contract with Mead & Hunt, Inc. for engineering services related to the Water Main River Crossing – Upland Portion project (City Project No. 636). As the project approaches completion of design and permitting, the City intends to move the project into the construction bidding phase.

Mead & Hunt's original scope of work did not include bidding assistance, requiring a formal amendment to add these services. As stated in the amendment:

Amendment #2 adds Phase 7 – Bidding Assistance, which includes:

- Preparation of draft and final bidding and contract documents (Divisions 0 and 1) using City templates.
- Assembly of the full Project Manual and bid set.
- Attendance at the in-person pre-bid meeting and bid opening.
- Responses to bidder questions and preparation of up to two addenda.
- Review of submitted bids for completeness and conformance.
- Preparation of bid tabulation and recommendation of award.

The City remains responsible for the overall solicitation process, legal review, advertisement, distribution of documents, pre-bid meeting agenda and minutes, and bid opening.

The amendment establishes a lump-sum fee of $9,886 for these additional services.

Fiscal Impact:
The additional cost for Phase 7 – Bidding Assistance is $9,886, representing the net change to

the existing contract. Funding will be drawn from the City's respective Capital Improvement Project Fund.

Staff Recommendation:

Staff recommends approval of Resolution 2026-27, approving Amendment #2 to the professional services contract with Mead & Hunt, Inc. for the Water Main River Crossing – Upland Portion project, adding Bidding Assistance Services in the amount of $9,886, and authorizing the Mayor to execute the amendment.

Attachments:

1. Resolution 2026-27 Mead and Hunt Bidding Assistance
2. New Contract Scope
3. Old Contract Scope

RESOLUTION 2026-27

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, APPROVING AMENDMENT #2 TO THE PROFESSIONAL SERVICES CONTRACT WITH MEAD & HUNT, INC. FOR THE WATER MAIN RIVER CROSSING – UPLAND PORTION (CITY PROJECT 636) TO ADD BIDDING ASSISTANCE SERVICES TO THE ORIGINAL SCOPE OF WORK AND AUTHORIZING AND EXECUTING THE AMENDMENT.

WHEREAS, the City of Flagler Beach maintains an existing professional services contract with Mead & Hunt, Inc. for engineering services related to the *Water Main River Crossing – Upland Portion* project (City Project No. 636); and,

WHEREAS, Mead & Hunt's original scope of work did not include bidding assistance, and the City now desires to proceed with the bidding of the project upon completion of design and permitting; and,

WHEREAS, Amendment #2 adds Phase 7 – Bidding Assistance, including preparation of draft and final bidding documents, attendance at the pre-bid meeting and bid opening, preparation of addenda, responses to bidder questions, bid tabulation, and recommendation of award; and,

WHEREAS, the amendment establishes a lump-sum fee of $9,886 for these additional services, representing the net change to the contract; and,

WHEREAS, all other phases of the project remain unchanged, and the City's responsibilities under the amendment remain consistent with the original contract;

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 Amendment #2 to the professional services contract with Mead & Hunt, Inc. for the *Water Main River Crossing – Upland Portion* project, adding Phase 7 – Bidding Assistance in the amount of $9,886, authorizing and executing the amendment.

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 9th day of April, 2026.

CITY OF FLAGLER BEACH, FLORIDA

PATTI KING, MAYOR

ATTEST:

PENNY OVERSTREET, CITY CLERK

Client Contract
Amendment #2

Project Name: **Water Main River Crossing – Upland Portion**	Client**: City of Flagler Beach**
City Project Number: **636**	Client representative: **Bill Freeman, P.E.**
M&H Project Number: **1000709-202103.02**	Mead & Hunt Manager: **David King, P.E.**
Date: **3/3/2026**	Mead & Hunt, Inc. phone: **386-761-6810**

Reason for Amendment:
The City desires to proceed with the bidding of the project upon completion of the design and permitting. Mead & Hunt's original scope of work did not include bidding assistance. Therefore, this amendment is necessary to add such to the scope of work.

Previous Amendments:
Amendment #1 reallocated the original allowance to Phase 4, Project Design, for additional work related to the design of swale and culvert improvements along the west side of Lambert Avenue and the design of the existing water main conversion to future reclaimed water service.

Amended Scope of Work:
Phase 1 – Project Management: No change, on-going.
Phase 2 – Subconsultant Tasks & Coordination: No change, complete
Phase 3 – Preliminary Design: No change, complete.
Phase 4 – Project Design: No change, on-going.
Phase 5 - Permitting Assistance: No change, ongoing.
Phase 6 – Contingency: N/A.
Added Phase 7 – Bidding Assistance: The scope of work is hereby amended to include the following:

The CITY will be responsible for the overall solicitation for construction bids process, including any legal review of the bidding and contract documents (Division 0) and verifying compliance with CITY purchasing and contract policies (Division 0 and 1). The CITY will also be responsible for request for bid advertisements, distribution of bidding documents, prebid meeting, and bid opening. MEAD & HUNT will provide the following:

MEAD & HUNT will utilize CITY supplied templates, bid number and dates (advertisement, prebid, bidder question deadline and bid opening) to prepare draft bidding and contract documents as Divisions 0 and 1 of the Project Manual and submit such to the CITY for review. Upon receipt of the CITY's review comments, MEAD & HUNT will prepare final bidding and contract documents and assemble the entire Project Manual and submit the Project Manual and Construction Drawings (denoted as bid set) in electronic format to the CITY. The CITY will be responsible for distributing bidding documents to interested parties. MEAD & HUNT will attend an in-person pre-bid meeting and present project information to the potential bidders. The CITY will be responsible for the pre-bid meeting agenda, recording, and summary/minutes. MEAD & HUNT will respond to potential bidders' questions during the bid period. MEAD & HUNT will prepare suggested responses and provide the CITY with draft addenda for review. Upon receipt of CITY comments, MEAD & HUNT will revise the addenda and provide such to the CITY for distribution. This scope assumes two (2) addenda. MEAD & HUNT will attend the in-person bid opening. The CITY will be responsible for receiving, opening, and recording the bids.

Upon receipt of copies of the submitted bid documents from the CITY, MEAD & HUNT will review bids for completeness and conformance with technical requirements. MEAD & HUNT will evaluate the low bidder(s) submitted qualifications information and contact provided references to inquire about bidders' experience, if the CITY or MEAD & HUNT does not have any past experience working with the bidders. MEAD & HUNT will prepare a tabulation of received bid prices, including unit prices, if applicable, and verify extended values and totals. MEAD & HUNT will also review submitted pricing for imbalances and other disparities. Based on that review, MEAD & HUNT will submit to the CITY the bid tabulation and a recommendation of award.

Deliverables

- Draft/final bid documents
- Draft/final addenda
- Bid tabulation
- Recommendation of award

Amendment to Schedule:

Upon receipt of this executed Amendment and acceptance of the 100% design documents by the CITY, MEAD & HUNT will strive to complete the additional work according to the following schedule:

- 10 days - Draft bidding documents for CITY review
- 5 days – City review of bidding documents
- 5 days – Finalize bidding documents/CITY advertise for bids
- 30 days – Bid advertisement period
- 10 days – Bid review, tabulation and recommendation of award
- 30 days – Commission bid award

Amendment to Compensation:

Phase 1 – Project Management: $0, no change
Phase 2 – Subconsultant Tasks & Coordination: $0, no change
Phase 3 – Preliminary Design: $0, no change
Phase 4 – Project Design: Additional $0, no change
Phase 5 - Permitting Assistance: $0, no change
Phase 6 – Contingency: $0, no change
Added Phase 7 – Bidding Assistance: Additional $9,886 lump sum, per the following estimated labor breakdown.

Phase	Description	Principal	Senior Client/Project Manager	Senior Engineer	Engineer III	Engineer II	Senior Technician	Administrative Assistant	Total Task ($)
	Hourly Rate	$ 340.00	$ 309.00	$ 217.00	$ 195.00	$ 172.00	$ 188.00	$ 114.00	See Below
7	**Bidding Assistance**								
	Bid Set Documents	2	8					16	$ 4,976
	Prebid		2						$ 618
	Addenda	1	2					6	$ 1,642
	Bid Opening		2						$ 618
	Bid Review and ROA	1	4					4	$ 2,032
	Subtotals	**4**	**18**	**0**	**0**	**0**	**0**	**26**	**$ 9,886**
	TOTAL ALL TASKS	**4**	**18**	**0**	**0**	**0**	**0**	**26**	**$ 9,886**

The net change due to this Amendment is an additional $9,886.

Amended Responsibilities of the CITY

In addition to those responsibilities listed in the original CONTRACT and previous amendments (if applicable), this Amendment is based on the CITY performing or providing the following: None

Authorization for Amendment

The Amended Scope of Services, Schedule, and Compensation stated in this amendment are valid for a period of thirty (30) days from the date of issuance. If authorization to proceed is not received during this period, this amendment may be reviewed and modified by MEAD & HUNT. Signatures of authorized representatives of CITY and MEAD & HUNT shall amend the CONTRACT, and receipt of signed copy shall be considered authorization to proceed with the work described in this Amendment. All services will be performed in accordance with the CONTRACT and amendments, if applicable.

MEAD AND HUNT, INC.

By: 

Name: Chris Fagerstrom, PE

Title: Stormwater Practice Leader

Date: March 3, 2026

Approved by: MEAD AND HUNT, INC.

By: 

Authorized Signer Review

Name: David A. King, PE

Title: Vice President

Date: March 3, 2026

Accepted by: CITY OF FLAGLER BEACH

By:

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

Name:

Title:

Date:

Attachment(s): None

RESOLUTION 2025-30

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH TO AWARD A PROPOSAL SUBMITTED BY MEAD & HUNT TO PROVIDE DESIGN SERVICES AND PERMITTING FOR A NEW 16-INCH WATER MAIN ALONG LAMBERT AVENUE (PROJECT # 636) FOR AN AMOUNT NOT TO EXCEED $149,957.90; PROVIDING FOR CONFLICT AND AN EFFECTIVE DATE.

WHEREAS, the City operates and maintains a municipal water system (the "SYSTEM"), providing safe potable water to residents, businesses, and other agencies; and

WHEREAS, one water main provides potable water to the island portion of the City, east of the Atlantic Intracoastal Waterway, and limited water supply exists on the island portion of the City; and,

WHEREAS, to provide for a redundant water main crossing the Atlantic Intracoastal Waterway, the City Commission, in the 2023/2024 Budget, approved the design and permitting for an extension of a 16-inch water main north along Lambert Avenue from the vicinity of State Route 100 to approximately the vicinity of N. 10th Street (Phase 1 of the eventual crossing); and,

WHEREAS, City staff solicited a proposal for Phase 1 (Exhibit A) from Mead & Hunt, Inc., a consulting engineering firm included on the City's approved and qualified consultant register;

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 proposal submitted by Mead & Hunt in an amount not to exceed $149,957.90 (Exhibit A) for design and permitting services related to approximately 3,500 linear feet of pipe along Lamber Avenue from SR 100 to the approximate site of the future proposed river crossing at N. 10th Street.

SECTION 2. The City Commission authorizes City Staff to issue a Notice to Proceed.

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

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

PASSED AND ADOPTED THIS 27th DAY OF March, 2025.

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

ATTEST:

Patti King, Mayor

Penny Overstreet, City Clerk

Attachment:
Exhibit A

EXHIBIT A

Mead &Hunt

September 6, 2024

Bill Freeman
City Engineer
City of Flagler Beach
PO Box 70
Flagler Beach, FL 32136

Email: bfreeman@cityofflaglerbeach.com
Hard Copy Mailed Only on Request

Subject: Flagler Beach Water Main River Crossing – Upland Portion

Dear Mr. Freeman,

We are pleased to offer the attached engineering scope of services for the above referenced project. The scope was revised for the future water main river crossing to be at N. 10th Street instead of N. 17th Street. The scope includes design and permitting for the upland portion of the 16-inch water main along Lambert Avenue from State Route 100 up to the extent of the future proposed river crossing at N. 10th Street on the beach side. The design phases were also revised to fit the City's budget.

The enclosed engineering scope of services is in accordance with our contract. We appreciate this opportunity to be of service to the City. If you have any questions, please do not hesitate to reach out.

Sincerely,
MEAD & HUNT, Inc.

Solomon Kang, PE, PMP
Project Manager

David King, PE
Vice President

SK/DK;sk

Attachment: Scope of Services
Southeastern Surveying & Mapping Corp. Proposal
ECS Florida, LLC Proposal

CITY OF FLAGLER BEACH
SCOPE OF SERVICES
FOR
WATER MAIN RIVER CROSSING – UPLAND PORTION

The Task Order is in conformance with the Agreement for Continuing Engineering Consulting Services, dated March 23, 2017, between the City of Flagler Beach (OWNER) and Mead & Hunt, Inc. (MEAD & HUNT) and is referred to herein as the Contract.

GENERAL:

The project involves the design and permitting for the upland portion of a new 16-inch water main (WM) along Lambert Avenue from the north side of State Route 100 connecting an existing 16-inch WM up to the extent of the future proposed river crossing at N. 10th Street on the beach side which consists of approximately 3,500 linear feet (LF) of pipe. The design will include open-cut excavation, but the bid documents will include an alternate option for horizontal directional drilling (HDD). The order of magnitude construction cost estimate of the water main is $1.5M, not including any special treatment/restoration of the Lambert Avenue right-of-way/drainage system. An aerial with the project site/route is shown below:



MEAD & HUNT's consulting services will include the following tasks:

- PHASE 1 – PROJECT MANAGEMENT
- PHASE 2 – SUBCONSULTANT TASKS & COORDINATION
- PHASE 3 – PRELIMINARY DESIGN
- PHASE 4 – PROJECT DESIGN
    - Conceptual Design
    - Final Design
- PHASE 5 – PERMITTING
- PHASE 6 – CONTINGENCY

The Scope of Services is further defined and described in the following tasks:

SCOPE OF SERVICES:

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

PHASE 1 – PROJECT MANAGEMENT

Project Coordination

MEAD & HUNT's Project Manager (PM) will monitor and manage the project budget, schedule, and scope throughout the estimated nine (9) month project duration. The PM will manage the development of project work and subconsultant efforts.

Project Kick-Off Meeting

MEAD & HUNT will coordinate and conduct one (1) hybrid virtual and in-person project kick-off meeting with the project team and OWNER staff to review project goals, scope of work, team member roles, lines of communication, project schedule and administrative processes. Following the meeting, MEAD & HUNT will prepare a written summary of the project meeting and distribute it to the attendees.

Quality Assurance / Quality Control

MEAD & HUNT will implement, and the PM will monitor, a quality assurance and control process, which includes independent technical review of project technical work products before their submission to the OWNER.

Deliverables – Project Management

- Kick-Off Meeting Agenda and Summary (Electronic delivery)
- Monthly Invoices (Electronic delivery)

PHASE 2 – SUBCONSULTANT TASKS & COORDINATION

MEAD & HUNT will coordinate with the following subconsultants and incorporate their work into the project design.

Topographic and Subsurface Utility Survey

MEAD & HUNT will contract with Southeastern Surveying & Mapping Corporation (SSMC) to provide the required surveying, mapping, right-of-way (ROW) documentation and limited Subsurface Utility Engineering (SUE) for the proposed route. The SSMC proposal is attached and includes the survey which will be performed from roadway centerline to ROW with a 15-ft offset for the entire alignment as well as the following services:

a. Establish Project Control utilizing VRS GPS and leveling techniques.
   i. Horizontal coordinates will be referenced to Florida East Zone, North American Datum of 1983, adjustment of 2011. Vertical control will be based on North American Vertical Datum of 1988.
b. Topographic survey of the project area including:
   i. Prepare digital terrain model of the surface using cross-sections and break lines collected.
   ii. Visible features (pavement, curbs, sidewalks, walls, fences, utility poles, ditches, fire hydrants, valves, signs, etc.)
   iii. Locate and obtain size, type, and invert elevations of existing sanitary sewer and storm drain facilities.
   iv. Locate visible evidence of subsurface utilities (marker posts, pull boxes, valve boxes, manholes, paint marks, flagging, etc.)
   v. Major landscape features and trees greater than 4" at DBH.
c. Prepare a digital terrain model with grade elevations provided every 50 feet.
d. Collect Plat / Property / Section corners to be able to calculate the existing rights of way and property lines for each project site. Please note that this is not a boundary survey or a right of way map.
e. All work shall be performed in accordance with the minimum requirements of Chapter 5J-17 of the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes
f. Provide technicians, equipment, and special tools to designate the horizontal position of the utilities in the project area using EM and GPR methods. The SUE effort will include Level B designating in coordination with the geotechnical efforts. City personnel and forces may be requested to assist in locating poorly documented existing water and wastewater facilities in the field. Eight (8) vacuum locates for Level A SUE test holes are included in this scope of work to confirm the location and elevation of selected existing utilities, and optional quotes for additional vacuum locates are provided.

Geotechnical Investigation

MEAD & HUNT will subcontract with ECS Florida as the geotechnical engineer to obtain information on the general subsurface soil conditions along the project route. The subsurface materials encountered will then be evaluated with respect to the available project characteristics. The ECS Florida proposal is attached and will include the submission of a geotechnical report with the following information:

a. Identification of the existing groundwater levels at the time of the field work and estimated normal seasonal high groundwater table.
b. Classify and stratify soil samples in the laboratory using the Unified Soil Classification System and conduct a laboratory testing program.

c. General location and description of potentially deleterious materials encountered in the borings which may have an impact on the proposed construction.
d. Evaluation of the subsurface soil properties and general recommendations for trenchless and open cut excavation pipe installation.
e. General site preparation recommendations including the suitability of excavated soils for use as backfill.

The geotechnical proposal also includes a total of eight (8) 8-ft hand auger borings along the water main (WM) route. In the event hand augers cannot achieve the required 8-ft depth, optional quotes for (2) Standard Penetration Test (SPT) borings advanced to a depth of 8 feet were provided. If the OWNER would like to consider HDD design from the beginning, an optional quote for two (2) SPT borings advanced to a depth of 20 feet was also provided. Results of the subsurface exploration and engineering analysis will be presented in a written report signed and sealed by a professional engineer specializing in geotechnical engineering. The precise locations of the hand augers and SPT borings will be confirmed later by MEAD & HUNT.

PHASE 3 – PRELIMINARY DESIGN

Preliminary Design Report

MEAD & HUNT will prepare a draft Preliminary Design Report (PDR) which will include the following: project understanding and goals, evaluation of WM route and installation, planning level engineer's opinion of probable construction cost (EOPCC), and confirmation of project permitting requirements.

For the draft PDR, MEAD & HUNT will review the project limits and conditions through the scoped survey, geotechnical report, site visits, and analysis of City-provided information. MEAD & HUNT will evaluate the available ROW and platted easements for the proposed WM route. The draft PDR will be submitted to the OWNER for review and comment. It is assumed the OWNER will conduct their review in a two-week period. At the end of the Owner's review period, MEAD & HUNT will schedule and attend a hybrid virtual and in-person draft PDR review meeting. The Owner's comments from the PDR Design Review Meeting, including the confirmed WM route and installation method, will be reflected in the final PDR.

Deliverables – Preliminary Design

- Draft Preliminary Design Report (electronic PDF format)
- Preliminary Design Review Meeting Summary (electronic PDF format)
- Final Preliminary Design Report (electronic PDF format)

PHASE 4 – PROJECT DESIGN

Conceptual Design Development

Based on the Final Preliminary Design Report, MEAD & HUNT will prepare conceptual design level drawings and specifications. MEAD & HUNT will prepare the front-end contract documents and will be coordinated with the project technical specifications.

The conceptual design submittal package will be submitted to the OWNER for review and comment. The submittal will include the items shown in the deliverable section below. It is assumed the OWNER will conduct their review in a two-week period. At the end of the OWNER's review period, MEAD & HUNT will schedule and attend a hybrid virtual and in-person conceptual design review meeting to review the OWNER's comments on the design drawings and specifications.

Deliverables – Conceptual Design

- Conceptual Design Drawings (electronic PDF format)
- Conceptual Specifications (electronic PDF format)
- Updated EOPCC (electronic PDF format)
- Conceptual Design Review Meeting Summary (electronic PDF format)

Final Design Development

Based on the OWNER's Conceptual Design review comments received, MEAD & HUNT will prepare revised design drawings and specifications to Final Design. MEAD & HUNT will prepare an updated EOPCC based upon the Final submittal documents. The Final Design package will be submitted to the OWNER which will include the items shown in the deliverable section below.

Deliverables – Final Design

- Final Design Drawings (electronic PDF format)
- Final Specifications (electronic PDF format)
- Updated EOPCC (electronic PDF format)

PHASE 5 – PERMITTING ASSISTANCE

MEAD & HUNT shall prepare and submit permit applications for the project as detailed below.

During the preliminary design phase, MEAD & HUNT will attend one (1) virtual pre-application meeting with the environmental/submerged lands division of Florida Department of Environmental Protection (FDEP) to discuss any permitting concerns with the proposed river crossing location. MEAD & HUNT will prepare an agenda and meeting summary for the pre-application meeting. After the pre-application meeting, necessary revisions to the design recommendations will be reviewed with the OWNER and incorporated into the PDR. The permit application will be submitted to FDEP after the Conceptual Design has been reviewed and accepted by the OWNER. MEAD & HUNT assumes the upland portion tie-in point will be from the existing WM river crossing across from N. 3rd Street along Lehigh Avenue and so this project does not require coordination or permitting from FDOT.

MEAD & HUNT will respond to one (1) Request for Additional Information (RAI) as part of the permit application process.

Deliverables – Permitting

- Final FDEP Permit to Construct Water Main Extensions for PWS (application and final permit)

PHASE 6 – CONTINGENCY

If additional services are identified as required during the duration of the project, MEAD & HUNT will request written approval from the OWNER to utilize contingency funds for any additional work items. MEAD & HUNT will not bill against the contingency funding without prior authorization from the OWNER.

EXCLUSIONS:

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

- Easement Acquisitions
- Special Studies or Investigations
- Funding Assistance
- Environmental Services
- Gopher Tortoise Survey (None Anticipated)
- Bidding Services (Future Task Order)
- Construction Services (Future Task Order)

SCHEDULE:

Mead & Hunt estimates the project phases to be completed in accordance with the following schedule:

Phase/Task	Duration to Complete (calendar days)	Cumulative Duration (calendar days)	Commencing Upon
Phase 1 – Project Management	270 days	-	Receipt of Notice to Proceed (NTP)
Phase 2 – Subconsultant Tasks	45 days	45 days	Receipt of Notice to Proceed (NTP)
Topographic and SUE Survey	45 days		Kick-off Meeting
Geotechnical Report	45 days		Kick-off Meeting
Phase 3 – Preliminary Design	45 days	105 days	Completion of Subconsultant Tasks
Draft PDR	30 days		Completion of Subconsultant Tasks
Final PDR	30 days		Completion of PDR Review Meeting
Phase 4 – Project Design	105 days	210 days	Completion of PDR Review Meeting
Conceptual Design	60 days		Completion of PDR Review Meeting
Final Design	45 days		Completion of Conceptual Design Review Meeting
Phase 5 – Permitting Assistance	60 days	270 days	OWNER Acceptance of Conceptual Design
Phase 6 – Contingency	TBD	TBD	OWNER's Discretion

The above timeframes include up to 30 days of total OWNER and 30 days total agency review times.

COMPENSATION:

The not-to-exceed cost for this Scope of Services is **$149,957.90** which includes a 5% contingency of $4,862.40. The Contingency funds authorized for use on this project may only be expended upon written approval from the OWNER. Any out-of-scope work performed requiring the Contingency funds will be considered at-risk and may not be compensated until, or if, written approval is granted by the OWNER.

The above fee is based on the following breakdown:

Phase/Task	Fee/Cost	Basis
Phase 1 – Project Management	$20,110.00	Lump Sum
Phase 2 – Subconsultant Coordination	$9,429.00	Lump Sum
Phase 3 – Preliminary Design	$18,091.00	Lump Sum
Phase 4 – Project Design	$44,610.00	Lump Sum
Phase 5 – Permitting Assistance	$5,008.00	Lump Sum
Subtotal	$97,248.00	
Phase 6 – 5% Contingency	$4,862.40	TBD
Subconsultants Tasks/Reimbursables		
SSMC Survey and SUE Allowance	$43,347.50	Actual Cost
ECS Geotech Allowance	3,500.00	Actual Cost
Printing/Permit Fee Allowance	$1,000	Actual Cost
TOTAL	**$149,957.90**	

AUTHORIZATION:

The scope of services and compensation stated in this proposal are valid for a period of thirty (30) days from date of submission. If authorization to proceed is not received during this period, this proposal may be withdrawn or modified by MEAD & HUNT.

Accepted by: CITY OF FLAGLER BEACH	Approved by: MEAD & HUNT, INC.
By:	By:
Name: Patti King	Name: David A. King, PE
Title: Mayor	Title: Vice President
The above person is authorized to sign for Owner and bind the Owner to the terms hereof.	
Date: March 27, 2025	Date September 6, 2024

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September 4, 2024

VIA EMAIL: Solomon.Kang@meadhunt.com

Mr. Solomon Kang, PE, PMP | Georgia Water Market Leader
Mead & Hunt Company
4401 Eastport Parkway
Port Orange, FL 32127
608-443-0477

RE: **Flagler Beach Water Main River Crossing Upland Portion**
State Highway 201 to Palm Drive, Flagler Beach, Florida 32136
Section 12, 1, 2, Township 12 South, Range 31 East, Flagler County, Florida

Dear Mr. Kang,

PROJECT STATEMENT: We are pleased to submit our proposal for Surveying Services and Utility Services on the above-referenced project. It is our understanding that Mead & Hunt Company requires a Topographic Survey to support the design of the Flagler Beach Water Main River Crossing Upland Portion Project. The specific area is identified in Attachment "B". We appreciate the opportunity to provide these services to you. Please contact us if you have any questions.

SCOPE OF WORK:
Provide a Topographic Survey to meet the Standards of Practice as mandated by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17 FAC, Section 472.027 of the Florida Statutes. The survey will include the following:

TASK I – Topographic Survey

1. Establish Project Control utilizing VRS GPS and leveling techniques. Horizontal coordinates will be referenced to Florida East Zone, North American Datum of 1983, adjustment of 2011. Vertical control will be based on the North American Vertical Datum of 1988.

2. Topographic survey of the project area including:
   A. Prepare a digital terrain model of the surface using cross-sections and break lines collected.
   B. Visible features (pavement, curbs, sidewalks, walls, fences, utility poles, ditches, fire hydrants, valves, signs, etc.)
   C. Locate and obtain size, type, and invert elevations of existing sanitary sewer and storm drain facilities.
   D. Locate visible evidence of subsurface utilities (marker posts, pull boxes, valve boxes, manholes, paint marks, flagging, etc.)
   E. Locate Major landscape features and trees greater than 4" at DBH.
   F. Prepare a digital terrain model with grade elevations provided every 50 feet.
   G. Collect Plat / Property / Section corners to be able to calculate the existing rights of way and property lines for each project site. Please note that this is not a boundary survey or a right-of-way map.
   H. Topographic Coverage will be limited to the extents of the right of way of Lambert Avenue plus five (5) feet along the route shown in Exhibit "B".

DELIVERABLE
The final product will be three (3) certified prints and an electronic file for your use.

DELIVERY
All documents will be sent to Mead & Hunt Company or the client's representative(s) via USPS. If overnight shipping is requested or required by Mead & Hunt Company or the client's representative(s), then said charges would appear as a separate item on our invoice unless we are provided with the client's overnight carrier account number for shipping.

ADDITIONAL SERVICES
Any service not explicitly provided for in the above scope will be billed as additional services and will be performed at our then-current hourly rates as provided for in Exhibit A.

INFORMATION PROVIDED BY CLIENT
SSMC shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives.

TASK II - Subsurface Utility Designation

1. Horizontally locate and field mark (paint & flags) all public subsurface utility mains found excluding service lines, gravity sewer lines and irrigation found within the full right of way of the area shown in red on the attached exhibit.
2. Coordinate Sunshine 811 and utility locates to include supplemental calls to each locator to expedite the field marking of each subsurface utility as required by law.
3. Expose the subject utilities by using non-destructive vacuum excavation methods at fifteen (15) specific locations to be determined after the designation is completed.
4. Confirm/determine the vertical and horizontal position of the subject utilities and record the information, using the locate marks provided by the utility owners and/or their representatives unless otherwise specifically requested by client.
5. Any asphalt/concrete removed will be repaired using like materials.
6. Tie each test hole location to a minimum of three visible physical features to enable this data to be added to your base map and also enable future recovery.
7. Locate all utility data (designation and test holes) using GPS or conventional surveying equipment and control established for this project.

UTILITY TERMS AND CONDITIONS
Mead & Hunt Company agrees to abide by Sunshine 811, Florida State Statutes Chapter 556.106, and all applicable laws and regulations that pertain to the services provided.

Mead & Hunt Company MUST provide Southeastern Surveying and Mapping Corporation (SSMC) all plans and records for this site prior to the commencement of field efforts AND review plans with SSMC technician. SSMC will rely on the accuracy of such plans and records and will notify Mead & Hunt Company if there are any patently or reasonably identifiable defects in the documents prior to performing services. Mead & Hunt Company representative will be responsible for reviewing plans with SSMC technicians and indicate what utility structures are expected to be encountered and where.

SSMC shall review the site conditions with the use of a Ground Penetrating Radar (GPR) in the presence of Mead & Hunt CompanyAuthorized Representative based upon the plans and records provided.

Mead and Hunt Company is aware that due to the inherent uncertain nature of subsurface utilities, including but not limited to deficient or misrepresentation of prints, SSMC cannot guarantee that all subsurface utility lines will be accounted for. SSMC will ensure that all reasonable efforts are made to identify the location of said underground utilities and provide the best available information within the project area with the use of Ground Penetrating Radar and Electronic Line Locating Equipment, as needed. Additional research will only be conducted by SSMC if requested in writing by Mead & Hunt Company.

In accordance with the Underground Facility Damage Prevention and Safety Act, the Design Engineer shall perform sufficient Utility Coordination with the Utility providers in this location to affirm the information from SSMC's efforts and confirm that no other subsurface utility is possibly undetected by these efforts.

SSMC will certify that the surface designation is within two (2) feet of the true underground position of the utility relative to the mark as shown on the surface in accordance with the plans provided and the reasonable efforts conducted to locate the utilities as outlined above.

SSMC shall not be held liable for any latent or unreasonably discoverable utilities in the project area. Furthermore in the event of a claim regarding the services provided in the proposal, SSMC shall have liability for reasonable and necessary defense costs to the extent caused by SSMC's negligence.

M.O.T. will be used only if absolutely necessary and will be billed at the rates shown below.

Note: If permitting is required for said work, these charges will be billed at the rates shown below.

Note: Test Holes that require a depth of greater than ten (10) feet or require a substantial amount of increased effort (sleeving, shoring, de-watering, etc.), then said Test Holes may need to be negotiated separately on a case-by-case basis if normal vacuum excavation practices do not allow said utilities to be exposed.

Note: All utility sizes given are outside diameter unless otherwise specified and are approximate only due to uncontrollable field conditions that may be encountered during excavation.

Note: Any additional overlaying or restoration of pavement, other than the replacement of materials removed and cold patched, will be the responsibility of Mead & Hunt.

PROJECT TIMELINE:
We anticipate the completion of the above-described work within eight (8) weeks after receipt of written notice to proceed.

EXPENSES AND FEES
Our fee for the above-referenced work will be as follows:

TASK I – Topographic Survey:	**$ 25,640.50**
TASK II - Subsurface Utility Designation & Survey Collection:	**$ 12,779.00**
Test Holes/Day Rate: **$616.00 Dirt/Each (anticipate 8)** $765.00 Asphalt/Concrete/Each	**$ 4,928.00**
M.O.T. (SSMC)(If required): $1,013.00 per Lane Closure/Day Rate $1,231.00 per Lane Closure/Night Rate	
Permitting (If required): $133.00 per hour + Cost of Permit	
Total:	**$ 43,347.50**

PAYMENT TERMS:
Payment is expected within thirty (30) days from the date of the invoice.

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LATE FEES
Late fees will assess to all payments past the 30 day mark. Late fee will be in the amount of $50.00. Additional late fees will continue to accrue every 30 days past invoice date. Reference invoice number and please remit all payments to 6500 All American Blvd. Orlando, FL 32810.

PAYMENT OPTIONS
SSMC is committed to ensuring our clients have access to various payment options. These options include cash, paper checks, ACH transfers, wire transfers, and credit cards. Credit card payments are subject to a vendor administrative fee of 3.5% of the invoice total.

CLOSURE
In addition to the matters set forth above, our Agreement shall include and be subject to, and only to the attached General Terms and Conditions, which are incorporated by reference. **UPON SIGNATURE, NO OTHER CONTRACTS WILL BE CONSIDERED FOR THIS SCOPE OF WORK.**

We look forward to the opportunity to work with you on this project.

Sincerely,

Alex D. Jenkins, CST IV
Survey Division Project Manager

ADJ;ler

If the above scope, period of service and project fees meets with your approval, please forward the service Work Order along with the client Prime Agreement as per the Master Services Agreement dated 08/09/17 to Southeastern Surveying and Mapping Corporation (SSMC) as notice to proceed along with the notice of commencement.
Fees and times stated in this agreement are valid for six months from the date of the proposal.

ACCEPTED BY:

Principal / or Corporate Officer	TITLE	Printed Name	Date
	Mayor,	Patti King	3/27/2025

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EXHIBIT "A"

HOURLY RATES

Surveying and Mapping Services

Category	Day Rate	Night / Weekend Rates
Professional Surveyor & Mapper/PSM	$ 199.00	
Project Surveyor	$ 177.00	
Expert Witness	$ 360.00	
Senior Technician	$ 133.00	
CAD Technician	$ 118.00	
Clerical	$ 79.00	$ 118.00
One Person Field Crew	$ 193.00	
Two Person Field Crew	$ 178.00	$ 267.00
Three Person Field Crew	$ 233.00	$ 350.00
Four Person Field Crew	$ 289.00	$ 433.00
Sketch of Descriptions (per SD)	$ 676.00	
Residential Elevation Certificate	$ 925.00	
Commercial Elevation Certificate (per bldg.)	$ 1,306.00	
Initial and Second Plat Review (up to two sheets)	$ 1,150.00 / per plat	
Initial and Second Plat Review (over two sheets)	$ 200.00 / per sheet	
Plat (Third or additional reviews of same plat)	$ 450.00 / each	

LiDAR/UAV

Category	Day Rate	Night / Weekend Rates
LIDAR Technician	$ 133.00	
LIDAR Project Manager	$ 177.00	
LIDAR One Person Field Crew	$ 155.00	
LIDAR Two Person Field Crew	$ 204.00	
Clerical	$ 79.00	$ 118.00
UAS/UAV Photogrammetry Crew	$ 268.00	
Mobile Scan Crew	$ 268.00	

Construction Services

Category	Day Rate	Night / Weekend Rates
Construction Professional Surveyor & Mapper	$ 203.00	
Construction Project Manager	$ 203.00	
Construction Senior Technician	$ 153.00	
Construction CAD Technician	$ 136.00	
Clerical	$ 79.00	$ 118.00
Construction One Person Field Crew	$ 153.00	
Construction Two Person Field Crew	$ 204.00	$ 306.00
Construction Three Person Field Crew	$ 268.00	$ 402.00
Construction Four Person Field Crew	$ 332.00	$ 498.00

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GIS Services

Category	Day Rate	Night / Weekend Rates
Professional Engineer	$ 213.00	
GIS Project Manager	$ 177.00	
GIS Analyst	$ 119.00	
GIS Technician	$ 79.00	
Clerical	$ 79.00	$ 118.00
Two Person GIS Crew	$ 178.00	
One Person GIS Crew	$ 133.00	

Subsurface Utility Engineering (SUE) Services

Category	Day Rate	Night / Weekend Rates
Project Manager	$ 177.00	$ 265.00
Senior Technician	$ 133.00	$ 200.00
Clerical	$ 79.00	$ 118.00
One Person Crew	$ 178.00	$ 267.00
Two Person Crew	$ 216.00	$ 324.00
Three Person Crew	$ 301.00	$ 451.00
Vacuum Excavation (Per Test Hole)		
1-3 Test Holes/Dirt	$ 2,664.00	$ 3,864.00
1-3 Test Holes/Asphalt/Concrete	$ 2,664.00	$ 3,864.00
4 or more Test Holes/Dirt (Per Location)	$ 616.00 / each	$ 924.00 / each
4 or more Test Holes/Asphalt/Concrete (Per)	$ 765.00 / each	$ 1,148.00 / each
One Person Concrete Radar Mapping/Imaging	$ 217.00	$ 336.00
Temporary Traffic Control (TTC)		
Per Lane Closure	$ 1,013.00 / each	$ 1,231.00 / each
Per Sidewalk Closure	$ 500.00 / each	$ 600.00 / each
Flagman Control (Hourly – Per Flagger)	$ 100.00	$ 150.00
Mast Arms (Per Location)		
Subsurface Utility Locating (QL-B & QL-A)	$ 1,656.00	
Concrete/Asphalt Removal & Repair	$ 436.00	
Survey Staking of Pole Location	$ 431.00	

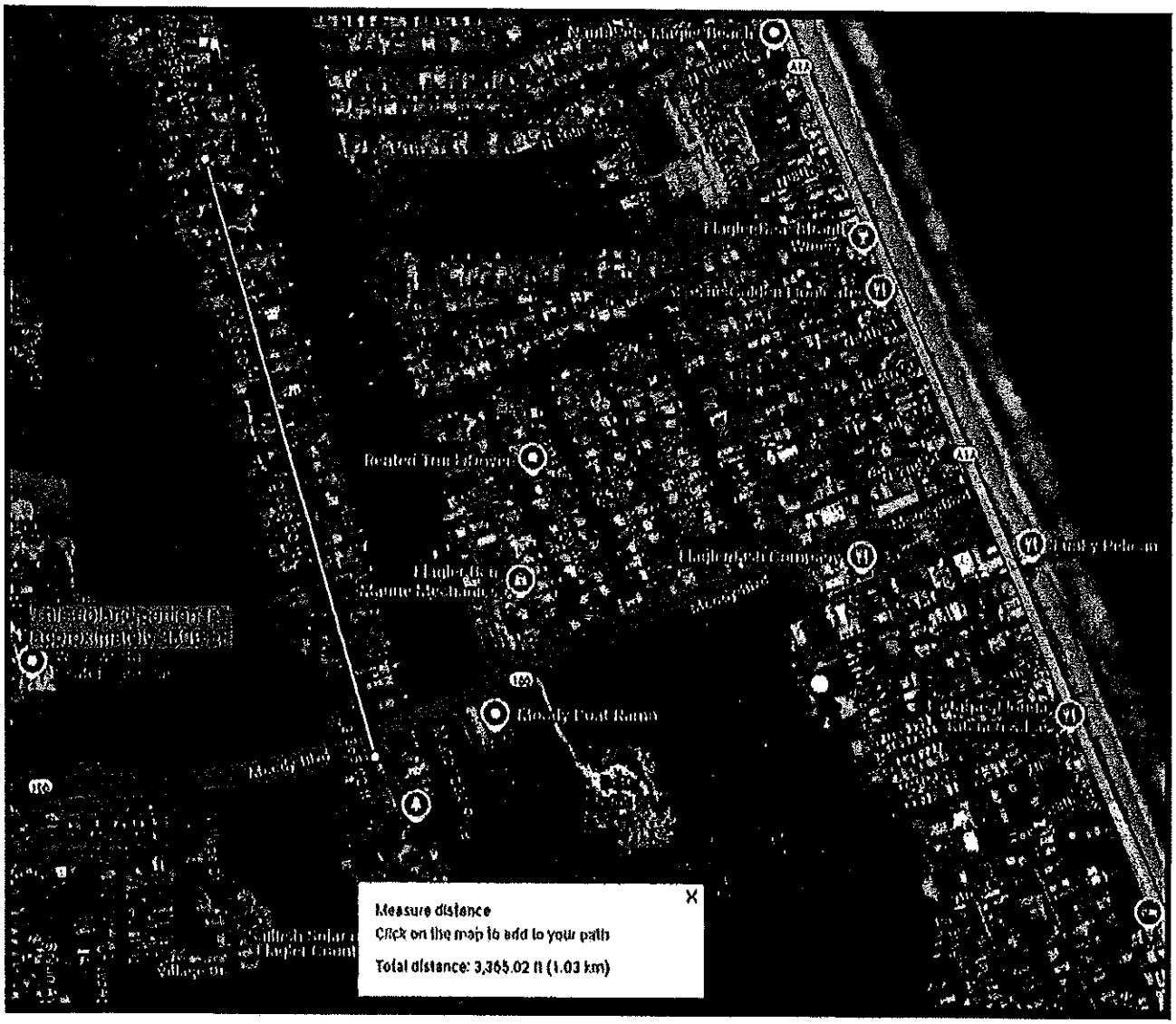
Miscellaneous Services

Per Diem/Lodging Expenses		
Category	Day Rate	Night / Weekend Rates
Per Day Two Person Crew	$ 395.00	
Per Day Three Person Crew	$ 595.00	

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EXHIBIT "B"

PROJECT LIMITS



GENERAL TERMS AND CONDITIONS

These standard terms and conditions ("STCS") are incorporated by reference into the foregoing proposal, along with any future modifications or amendments (the "Agreement") between Southeastern Surveying and Mapping Corporation ("SSMC") and its Client ("You" or "Your") for the performance of surveying services ("Services"). These STCS are fully binding upon you just as if they were fully outlined in the body of the proposal letter and shall supersede any term or provision elsewhere in the agreement in conflict with these STCS.

SCOPE OF SERVICES.

For the fee outlined in this Proposal, you agree that SSMC shall only be obligated to render the Services expressly described in this Proposal. Unless otherwise expressly required, in no event do we have any obligation or responsibility for:

a. The correctness and completeness of any document prepared by another entity.
b. The correctness and completeness of any drawing we prepared unless it was properly signed and sealed by a registered professional on our behalf.
c. Favorable or timely comment or action by any governmental entity on submitting any construction documents, land use or feasibility studies, appeals, petitions for exceptions or waivers, or other requests or documents whatsoever.
d. Off-site circumstances other than those clearly visible and actually known to us from on-site work.
e. The actual location (or characteristics) of any portion of a utility that is not entirely visible from the surface.
f. The safety conditions for the entire site, construction quality, means, methods, or sequences.
g. The correctness of any geotechnical services performed by others, whether or not as our subcontractor.

Should the shop drawing review be incorporated into the Services, we shall promptly pass on the shop drawings. Checking and approving shop drawings will be general for conformance with the Project's design concept to which this Proposal relates ("Project") and compliance with the information in the construction documents. They will not include quantities, detailed dimensions, or dimensions adjustments to actual field conditions. Approval shall not be construed as permitting any departure from contract requirements nor as relieving the Client of the sole and final responsibility for any error in details, dimensions, or otherwise that may exist. SSMC does not provide legal, accounting, or insurance services.

YOUR ORAL DECISIONS

You, or any of your directors, officers, partners, members, managers, employees or agents having apparent authority from you, may orally: (a) make decisions relating to Services or the Agreement; (b) request a change in the scope of Services under the Agreement; or (c) request SSMC to render additional services under the Agreement, subject to our right to require you to submit the request in writing before your decision or request shall be considered to have been effectively made. You may, at any time, limit the authority of any or all persons to act orally on your behalf under this Paragraph, by giving SSMC seven (7) days advance written notice.

STANDARD OF CARE

The standard of care for all professional services performed by SSMC under this Agreement shall be the skill and care used by members of SSMC's profession practicing under similar circumstances at the same time and in the same locality.

PAYMENT

SSMC may submit invoices at any time to you for Services and reimbursable expenses incurred. Invoices are payable within 30 days of the invoice date. Invoices may be based either upon our estimate of the proportion of the total services completed at the time of billing for lump sum or fixed fee services, or in the case of hourly services, upon rendering of the Services. If any invoice is not paid within 30 days of the invoice date, SSMC shall have the right either to suspend the performance of our Services until all invoices more than 30 days past due are fully paid or to terminate the agreement and to initiate proceedings to recover amounts owed by you. Additionally, SSMC shall have the right to withhold from you the possession or use of any drawings or documents prepared by SSMC for you under this or any other agreement with you until all delinquent invoices are paid in full. You shall not offset payments of our invoices by any amounts due or claimed to be due for any reason.

If you do not give SSMC written notice disputing an invoice within 20 days of the invoice date, the invoice shall conclusively be deemed correct. All payments made by you should specify the invoice numbers being paid. If SSMC receives payments that do not specify the invoices being paid, you agree that SSMC may apply payments in our sole discretion. Time is of the essence of your payment obligations, and your failure make full and timely payment shall be deemed a material breach.

PROPRIETARY RIGHTS

The drawings, specifications and other documents prepared by SSMC under this Agreement are instruments of SSMC's service for use solely for the Project and, unless otherwise provided, SSMC shall be deemed the author of these documents and shall retain all common law, statutory, and other reserved rights, including the copyright and rights to any SSMC trademarks. You shall be permitted to retain copies, including reproducible copies of SSMC's instruments of service for information and reference for the Project. SSMC's drawings, specifications, or other documents shall not be used by you or others on other projects for any reason or for completion of this Project by other professionals unless you enter into a written agreement with SSMC allowing for such use. Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication inconsistent with our reserved rights.

TERMINATION

Either party may terminate the Agreement if the other party materially breaches the Agreement. You shall immediately pay SSMC for our services rendered and expenses incurred through the termination date, including fees and expenses that SSMC incur as a result of the termination.

ASSIGNMENT

Neither party shall assign or transfer any rights, interests or claims arising under this Agreement without the written consent of the other. This Agreement shall not confer any benefit or right upon any person or entity other than you, SSMC, and its officers, employees, agents, and subcontractors. SSMC's officers, employees, agents, and subcontractors shall have and shall be entitled to the protections afforded SSMC under this Agreement.

GOVERNING LAW

This Agreement shall be interpreted under and governed by the laws of the State of Florida. The parties agree that the courts of Orange County, Florida, and the US District Court of the Middle District of Florida (Orlando Division) shall have exclusive jurisdiction over any controversy. The parties consent to the jurisdiction of the Courts and waive any objection either party might otherwise be entitled to assert regarding jurisdiction. The parties irrevocably waive all right to trial by jury in any action, proceeding, or counterclaim arising out of or related to this Agreement.

SEVERABILITY

If any part, term, or provision of this agreement is held to be illegal or unenforceable, the validity and enforceability of the remaining parts, terms, and provisions of this agreement shall not be affected, and each party's rights shall be construed and enforced as if the agreement did not contain the illegal or unenforceable part, term, or provision.

LIMITATIONS ON LIABILITY

SSMC's liability for any loss, property damage or bodily injury of or to you caused in whole or in part by SSMC in the performance of this Agreement, or in the performance of any supplementary services in any way related to this Agreement, shall be limited in the aggregate to the amount of fees that you have paid to SSMC for the Services. The parties intend that the preceding limitation on liability shall apply to all claims, whether sounding in tort, in contract, in warranty or otherwise. You release, waive, and shall not seek contribution from, or indemnification by, SSMC for any claims of any nature made against you by any other person who may suffer any loss, property damage or bodily injury in any manner associated with SSMC's services, or SSMC's officers, employees, agents and subcontractors under this Agreement, or any supplementary services in any way related to this Agreement. SSMC shall not be liable to you, in any event or for any amount, for delays, or consequential, special or incidental damages; or punitive or exemplary damages.

PAYMENT OF ATTORNEY'S FEES

The losing party shall pay the winning party's reasonable attorney's fees and expenses for the prosecution or defense of any cause of action, claim or demand arising under this Agreement in any court or in arbitration.

INDEMNIFICATION

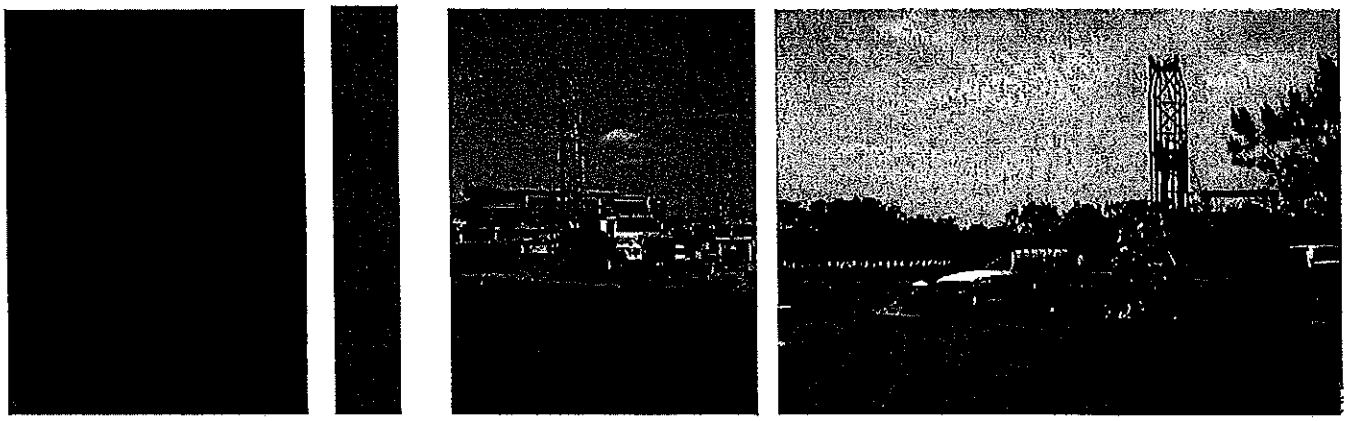
You agree to indemnify and hold SSMC harmless from and against any and all liability, loss, damages, claims, and demands for loss, damages, property damages or bodily injury, arising out of work undertaken on the Project by you, or your contractor, subcontractor or other independent company or consultant employed by you to work on the Project, or their respective partners, members, managers, directors, officers, employees, agents or assigns; or arising out of any other operation, no matter by whom performed, for and on behalf of you, or such contractor, subcontractor or other independent company or consultant, whether or not due in part to errors or omissions by us in the performance of this Agreement, or in the performance of any supplementary service in any way related to this Agreement, provided that you are not required to indemnify and hold SSMC harmless under this Paragraph in the event of SSMC's sole negligence.

INSURANCE

SSMC represents that it carries and will continue carry General Liability in the amount of $1M per each occurrence and $2M per general aggregate, Worker's Compensation in the amount of $1M, Automobile Liability in the amount of $1M, Professional Liability also known as Errors and Omissions in the amount of $5M per occurrence and general aggregate, and Umbrella Coverage in the amount of $5M. General Liability, Automobile Liability and Worker's Compensation are primary and non-contributory with Umbrella following form. Certificates of Insurance shall be provided upon request, listing your Company as the certificate holder for a period of one (1) year. SSMC and Client shall waive subrogation against one another.

COMPLETE AGREEMENT

This Agreement contains the entire agreement between the parties concerning the matters covered herein. No prior representations, statements, or inducements made by either SSMC, you, or the respective agents of either, that is not contained in the Agreement shall enlarge, modify, alter, or otherwise vary the written terms of the Agreement unless they are made in writing and made a part of the Agreement by attachment, incorporated by reference in the Agreement or signed or initialed on behalf of both parties.



ECS Florida, LLC

Proposal for Geotechnical Exploration and Engineering Services

Water Main Project

Lambert Avenue
Flagler Beach, Florida 32136

ECS Proposal Number 56-2280

June 26, 2024
September 4, 2024 - Revised

ECS FLORIDA, LLC
Geotechnical • Construction Materials • Environmental • Facilities

"One Firm. One Mission."

June 26, 2024
September 4, 2024 - Revised

Mr. Solomon Kang, P.E., PMP
Georgia Water Market Leader
Mead & Hunt
4401 Eastport Parkway
Port Orange, Florida 32127

ECS Proposal No. 56-2280

Reference: Proposal for Geotechnical Exploration and Engineering Services
Water Main Project
Lambert Avenue
Flagler Beach, Florida 32136

Dear Mr. Solomon:

ECS Florida, LLC (ECS) is pleased to submit this proposal to provide subsurface exploration and geotechnical engineering services for the above-referenced project. This proposal contains our project understanding, proposed scope of services, fee estimate, schedule of work, and authorization requirements.

PROJECT UNDERSTANDING

Based on email correspondence from Mead & Hunt dated June 25, 2024 and August 28, 2024, including the provided project scope for the Lambert Avenue Water Main Project, we understand that the proposed project requires geotechnical engineering information and recommendations for approximately 3,500 LF of new water main to be constructed along Lambert Avenue in Flagler Beach, Florida. Geotechnical soil borings are proposed herein according to the scope of services requested by Mead & Hunt. The purpose of the borings is to evaluate the subsurface conditions along the proposed water main alignment for a geotechnical engineering report.

SCOPE OF SERVICES

Our integrated services will include drilling of the soil borings by drill crews under our supervision, laboratory testing of representative soil samples for pertinent engineering properties, various engineering analyses, and preparation of an engineering report. The objective of the geotechnical exploration is to provide site and subsurface information to evaluate the subsurface conditions at the site for the proposed construction. Upon completion of drilling operations, the samples will be returned to our laboratory in Daytona Beach, Florida for further identification and testing. The following field services are proposed, as requested:

Field Exploration

Location	Number of Borings	Depth of Boring Below Ground Surface, feet
Lambert Avenue*	8 Auger	8
(1) Provisional Fee: Lambert Avenue**	8 SPT***	8
(2) Provisional Fee: Lambert Avenue**	2 SPT***	20

*Boring locations to be provided by Mead & Hunt
** Provisional fees are included herein for (1) performing SPT borings should subsurface conditions be such that the required boring depth cannot be achieved with hand auger drilling methods, and (2) optional and deeper SPT borings may be performed if required by Mead & Hunt at specific locations along the alignment for directional drilling locations.
*** Standard Penetration Test

Laboratory classification and index property tests will be performed as necessary on selected soil samples obtained from the exploration. We expect this testing to include percent fines, moisture content and potentially environmental classification (corrosivity) testing.

A geotechnical engineer, licensed in the State of Florida, will direct the geotechnical exploration and provide an engineering evaluation of the site and subsurface conditions with respect to the planned construction and imposed loading conditions. The results of the exploration and engineering evaluation will then be documented in a report containing the following:

1. A brief discussion of our understanding of the planned construction and imposed loading conditions.
2. A presentation of the field and laboratory test procedures used, and the data obtained.
3. A presentation of the existing on-site surface conditions, such as topography, surface vegetation, roadway pavement conditions, etc. as they relate to the planned construction.
4. A presentation of the encountered subsurface conditions, including subsurface profiles and measured groundwater levels, estimated normal seasonal high groundwater levels, and estimated geotechnical engineering properties (as necessary).
5. A geotechnical engineering evaluation of the site and subsurface conditions with respect to the planned construction summarized herein, to include directional drill and open cut pipeline construction.
6. Recommendations for the use of subsurface soils as pipe bedding and backfill material.
7. Recommendations for the required site and subgrade preparation and earthwork construction.

PROPOSAL ASSUMPTIONS

ECS has made the following assumptions in developing this proposal:

- 2 full business days are needed for utility mark-up prior to the start of drilling operations.
- Drilling operations will last approximately 1 business day.

- Client will provide the right of access to the property; we assume Maintenance of Traffic (MOT) using a professional subcontractor will not be required. If a professional subcontractor is required for this service, additional fees will apply.

COST OF SERVICES

ECS will provide the proposed geotechnical base scope of services for a lump sum fee of $3,500 assuming ECS can achieve the boring depths with hand auger methods. In additional, ECS proposes the following Provisional Fees:

(1) Should ECS not be able to achieve the requested boring depth, ECS proposes to perform SPT borings with a drilling rig for an additional Provisional Fee of $800, added to the base fee.

(2) Should Mead & Hunt require the optional 2 SPT borings to 20 feet below ground surface, a Provisional Fee of $900 will apply, added to the base fee.

If additional services are required because of unexpected field conditions encountered in our field exploration program, or because of a request for additional services, they would be invoiced in accordance with our current fee schedule. Before modifying or expanding the extent of our exploration program, you would be informed of our intentions for both your review and authorization.

Schedule

We are prepared to mobilize to the site within two to three weeks after authorization to proceed. The written report containing final recommendations will be submitted within two weeks after completion of all field testing.

UTILITY CLEARANCE

We will contact Sunshine 811 to locate underground utilities at the site; however, our experience indicates that Sunshine 811 will not locate utilities beyond the point of distribution (meters or gauge points) on private property. We will coordinate the location of our exploration in order to avoid any underground utilities indicated by the Sunshine 811 locating system. However, we will not be responsible for any private utilities not pointed out to us by the land owner or client prior to drilling activities. If private utilities are a concern, we can provide a private utility line locator to reduce your liability. Please read the following section on private utility locator services and if desired, indicate your request for their services on the attached Proposal Acceptance sheet.

Contracting a private utility locator service is not a guarantee that all utilities within a work site will be identified, but a service that is offered to lower the risk of the owner/client. ECS and our clients have had past success in avoiding utility conflicts by augmenting the Sunshine 811 services with a private utility locator service. Private utility locator services can identify utility alignments that incorporate significant iron content in the conduit materials. However, private utilities possessing the higher likelihood of not being easily identifiable, beyond the point of distribution, include all utilities not containing significant ferrous (iron) content (examples would include but not be limited to most sanitary

sewer alignments, copper or PVC water lines, fiber optic lines without tracer ribbons, copper electric lines with no surface exposure, drainage tiles/pipes, and irrigation lines).

Where a private locator service identifies a potential risk that is not traceable through conventional methods, ECS will notify the client immediately and work to resolve the issue. Additional costs related to the resolution of these potential utility conflicts will be invoiced out per our unit rates, as identified in this proposal, or as negotiated and approved at the time of the occurrence.

Closing

Our insurance carrier requires that we receive written authorization prior to initiation of work, and a signed contract prior to the release of any work product. Your acceptance of this proposal may be indicated by signing and returning the enclosed Proposal Acceptance Form. Our work will be done in accordance with the attached Terms and Conditions which is made a part of this proposal.

Thank you for the opportunity to submit this proposal to provide services and serve as your consultant. We look forward to working with you on this project, and to hopefully serve as your consultant in the future. If you have any questions, or if we can be of any additional service, please contact us at (386) 944.9588.

Respectfully submitted,
ECS FLORIDA, LLC

Giovanni Maffol
Geotechnical Project Manager

Maximilian Kemnitz, P.E.
Senior Geotechnical Project Manager

Attachments: Proposal Acceptance Form
ECS Terms and Conditions of Service

PROPOSAL ACCEPTANCE FORM
ECS FLORIDA, LLC

Project Name:	Proposed Water Main Project	
Location:	Lambert Avenue, Flagler Beach, Florida 32136	
Geotechnical Engineering Evaluation:	$3,500	
(1) Provisional Fee – 8 SPT Borings @ 8 feet:	$800	
(2) Provisional Fee – 2 SPT Borings @ 20 feet:	$900	
Provisional Fee, Private Utility Locator:	$1,500 (one day)	☐ Yes ☐ No

Please complete and return this Proposal Acceptance Form to ECS as shown at the bottom of this form. By signing and returning this form, you are authorizing ECS to proceed, providing ECS permission to enter the site, and making this proposal the agreement between ECS and Client. Your signature also indicates you have read this document and the Terms and Conditions of Service in their entirety and agree to pay for services as above set forth.

CLIENT AND BILLING INFORMATION

Name of Client:	City of Flagler Beach
Contact Person:	Bill Freeman, P.E.
Telephone No.:	386-517-2000 ext. 230
E-mail:	bfreeman@cityofflaglerbeach.com

	Responsible for Payment	Approval of Invoice (if different)
Contact Name:	Bill Freeman	Chris Novak
Company Name:	City of Flagler Beach	cnovak@cityofflaglerbeach.com
Address:	P.O. Box 70	
Address:		
City, State, Zip:	Flagler Beach, FL 32136	
Telephone No.:	386-517-2000	
Fax No:		
E-mail Address:		

The reports are normally e-mailed directly to client. If you require copies to others, please provide their names, e-mail addresses and fax numbers below.

Name	E-mail Address	Phone Number	Fax Number

Special Instructions: _____

Client Signature: × Patti King, Mayor Date: March 17 2025

ECS Proposal 56-2280

ECS FLORIDA, LLC
TERMS AND CONDITIONS OF SERVICE

The professional services ("Services") to be provided by ECS Florida, LLC ("ECS") pursuant to the Proposal shall be provided in accordance with these Terms and Conditions of Service ("Terms"), including any addenda as may be incorporated or referenced in writing and shall form the Agreement between ECS and CLIENT.

1.0 INDEPENDENT CONSULTANT STATUS - ECS shall serve as an independent professional consultant to CLIENT for Services on the Project and shall have control over, and responsibility for, the means and methods for providing the Services identified in the Proposal, including the retention of Subcontractors and Subconsultants

2.0 SCOPE OF SERVICES - It is understood that the fees, reimbursable expenses and time schedule defined in the Proposal are based on information provided by CLIENT and/or CLIENT'S, agents, contractors and consultants ("Contractors"). CLIENT acknowledges that if this information is not current, is incomplete or inaccurate, if conditions are discovered that could not be reasonably foreseen, or if CLIENT orders additional services, the scope of services will change, even while the Services are in progress.

3.0 STANDARD OF CARE

3.1 In fulfilling its obligations and responsibilities enumerated in the Proposal, ECS shall be expected to comply with and its performance evaluated in light of the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity at that time in the region (the "Standard of Care"). Nothing contained in the Proposal, the agreed-upon scope of Services, these Terms or any ECS report, opinion, plan or other document prepared by ECS shall constitute a warranty or guarantee of any nature whatsoever.

3.2 CLIENT understands and agrees that ECS will rely on the facts learned from data gathered during performance of Services as well as those facts provided by the CLIENT. CLIENT acknowledges that such data collection is limited to specific areas that are sampled, bored, tested, observed and/or evaluated. Consequently, CLIENT waives any and all claims based upon erroneous facts provided by the CLIENT, facts subsequently learned or regarding conditions in areas not specifically sampled, bored, tested, observed or evaluated by ECS.

3.3 If a situation arises that causes ECS to believe compliance with CLIENT'S directives would be contrary to sound engineering practices, would violate applicable laws, regulations or codes, or will expose ECS to legal claims or charges, ECS shall so advise CLIENT. If ECS' professional judgment is rejected, ECS shall have the right to terminate its Services in accordance with the provisions of Section 25.0, below.

3.4 If CLIENT decides to disregard ECS' recommendations with respect to complying with applicable laws or regulations, ECS shall determine if applicable law requires ECS to notify the appropriate public officials. CLIENT agrees that such determinations are ECS' sole right to make.

4.0 CLIENT DISCLOSURES

4.1 Where the Services requires ECS to penetrate a surface, CLIENT shall furnish and/or shall direct CLIENT'S or CLIENT'S Contractors to furnish ECS information identifying the type and location of utility lines and other man-made objects known, suspected, or assumed to be located beneath or behind the Site's surface. ECS shall be entitled to rely on such information for completeness and accuracy without further investigation, analysis, or evaluation.

4.2 'Hazardous Materials' shall include but not be limited to any substance that poses or may pose a present or potential hazard to human health or the environment whether contained in a product, material, by-product, waste, or sample, and whether it exists in a solid, liquid, semi-solid or gaseous form. CLIENT shall notify ECS of any known, assumed, or suspected regulated, contaminated, or other similar Hazardous Materials that may exist at the Site prior to ECS mobilizing to the Site.

4.3 If any Hazardous Materials are discovered, or are reasonably suspected by ECS after its Services begin, ECS shall be entitled to amend the scope of Services and adjust its fees or fee schedule to reflect the additional work or personal protective equipment and/or safety precautions required by the existence of such Hazardous Materials.

5.0 INFORMATION PROVIDED BY OTHERS - CLIENT waives, releases and discharges ECS from and against any claim for damage, injury or loss allegedly arising out of or in connection with errors, omissions, or inaccuracies in documents and other information in any form provided to ECS by CLIENT or CLIENT's Contractors, including such information that becomes incorporated into ECS documents.

6.0 CONCEALED RISKS - CLIENT acknowledges that special risks are inherent in sampling, testing and/or evaluating concealed conditions that are hidden from view and/or neither readably apparent nor easily accessible, e.g., subsurface conditions, conditions behind a wall, beneath a floor, or above a ceiling. Such circumstances require that certain assumptions be made regarding existing conditions, which may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of a building or component thereof. Accordingly, ECS shall not be responsible for the verification of such conditions unless verification can be made by simple visual observation. CLIENT agrees to bear any and all costs, losses, damages and expenses (including, but not limited to, the cost of ECS' additional services) in any way arising from or in connection with the existence or discovery of such concealed or unknown conditions.

7.0 RIGHT OF ENTRY/DAMAGE RESULTING FROM SERVICES

7.1 CLIENT warrants that it possesses the authority to grant ECS right of entry to the site for the performance of Services. CLIENT hereby grants ECS and its agents, subcontractors and/or subconsultants ("Subconsultants"), the right to enter from time to time onto the property in order for ECS to perform its Services. CLIENT agrees to indemnify and hold ECS and its Subconsultants harmless from any claims arising from allegations that ECS trespassed or lacked authority to access the Site.

7.2 CLIENT warrants that it possesses all necessary permits, licenses and/or utility clearances for the Services to be provided by ECS except where ECS' Proposal explicitly states that ECS will obtain such permits, licenses, and/or utility clearances.

7.3 ECS will take reasonable precautions to limit damage to the Site and its improvements during the performance of its Services. CLIENT understands that the use of exploration, boring, sampling, or testing equipment will cause damage to the Site. The correction and restoration of such common damage is CLIENT'S responsibility unless specifically included in ECS' Proposal.

7.4 CLIENT agrees that it will not bring any claims for liability or for injury or loss against ECS arising from (i) procedures associated with the exploration, sampling or testing activities at the Site, (ii) discovery of Hazardous Materials or suspected Hazardous Materials, or (iii) ECS' findings, conclusions, opinions, recommendations, plans, and/or specifications related to discovery of contamination.

8.0 UNDERGROUND UTILITIES

8.1 ECS shall exercise the Standard of Care in evaluating client-furnished information as well as information readily and customarily available from public utility locating services (the 'Underground Utility Information") in its effort to identify underground utilities. The extent of such evaluations shall be at ECS' sole discretion.

8.2 CLIENT recognizes that the Underground Utility Information provided to or obtained by ECS may contain errors or be incomplete. CLIENT understands that ECS may be unable to identify the locations of all subsurface utility lines and man-made features.

8.3 CLIENT waives, releases, and discharges ECS from and against any claim for damage, injury or loss allegedly arising from or related to subterranean structures (pipes, tanks, cables, or other utilities, etc.) which are not called to ECS' attention in writing by CLIENT, not correctly shown on the Underground Utility Information and/or not properly marked or located by the utility owners, governmental or quasi-governmental locators, or private utility locating services as a result of ECS' or ECS' Subconsultant's request for utility marking services made in accordance with local industry standards.

9.0 SAMPLES

9.1 Soil, rock, water, building materials and/or other samples and sampling by-products obtained from the Site are and remain the property of CLIENT. Unless other arrangements are requested by CLIENT and mutually agreed upon by ECS in writing, ECS will retain samples not consumed in laboratory testing for up to sixty (60) calendar days after the first issuance of any document containing data obtained from such samples. Samples consumed by laboratory testing procedures will not be stored.

9.2 Unless CLIENT directs otherwise, and excluding those issues covered in Section 10.0, CLIENT authorizes ECS to dispose of CLIENT'S non-hazardous samples and sampling or testing by-products in accordance with applicable laws and regulations.

10.0 ENVIRONMENTAL RISKS

10.1 When Hazardous Materials are known, assumed, suspected to exist, or discovered at the Site, ECS will endeavor to protect its employees and address public health, safety, and environmental issues in accordance with the Standard of Care. CLIENT agrees to compensate ECS for such efforts.

10.2 When Hazardous Materials are known, assumed, or suspected to exist, or discovered at the Site, ECS and/or ECS' subcontractors will exercise the Standard of Care in containerizing and labeling such Hazardous Materials in accordance with applicable laws and regulations, and will leave the containers on Site. CLIENT is responsible for the retrieval, removal, transport and disposal of such contaminated samples, and sampling process byproducts in accordance with applicable law and regulation.

10.3 Unless explicitly stated in the Scope of Services, ECS will neither subcontract for nor arrange for the transport, disposal, or treatment of Hazardous Materials. At CLIENT'S written request, ECS may assist CLIENT in identifying appropriate alternatives for transport, off-site treatment, storage, or disposal of such substances, but CLIENT shall be solely responsible for the final selection of methods and firms to provide such services. CLIENT shall sign all manifests for the disposal of substances effected by contaminants and shall otherwise exercise prudence in arranging for lawful disposal.

10.4 In those instances where ECS is expressly retained by CLIENT to assist CLIENT in the disposal of Hazardous Materials, samples, or wastes as part of the Proposal, ECS shall do so only as CLIENT'S agent (notwithstanding any other provision of this Agreement to the contrary). ECS will not assume the role of, nor be considered a generator, storer, transporter, or disposer of Hazardous Materials.

10.5 Subsurface sampling may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or excavation/boring device moves through a contaminated zone and links it to an aquifer, underground stream, pervious soil stratum, or other hydrous body not previously contaminated, or connects an uncontaminated zone with a contaminated zone. Because sampling is an essential element of the Services indicated herein, CLIENT agrees this risk cannot be eliminated. Provided such services were performed in accordance with the Standard of Care, CLIENT waives, releases and discharges ECS from and against any claim for damage, injury, or loss allegedly arising from or related to such cross-contamination.

10.6 CLIENT understands that a Phase I Environmental Site Assessment (ESA) is conducted solely to permit ECS to render a professional opinion about the likelihood of the site having a Recognized Environmental Condition on, in, beneath, or near the Site at the time the Services are conducted. No matter how thorough a Phase I ESA study may be, findings derived from its conduct are highly limited and ECS cannot know or state for an absolute fact that the Site is unaffected or adversely affected by one or more Recognized Environmental Conditions. CLIENT represents and warrants that it understands the limitations associated with Phase I ESAs.

11.0 OWNERSHIP OF DOCUMENTS

11.1 ECS shall be deemed the author and owner (or licensee) of all documents, technical reports, letters, photos, boring logs, field data, field notes, laboratory test data, calculations, designs, plans, specifications, reports, or similar documents and estimates of any kind furnished by it (the "Documents of Service") and shall retain all common law, statutory and other reserved rights, including copyrights. CLIENT shall have a limited, non-exclusive license to use copies of the Documents of Service provided to it in connection with its Project for which the Documents of Service are provided until the completion of the Project.

11.2 ECS' Services are performed and Documents of Service are provided for the CLIENT'S sole use. CLIENT understands and agrees that any use of the Documents of Service by anyone other than the CLIENT and its Contractors is not permitted. CLIENT further agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its contractors' use of ECS' Documents of Service.

11.3 Without ECS' prior written consent, CLIENT agrees to not use ECS' Documents of Service for the Project if the Project is subsequently modified in scope, structure or purpose. Any reuse without ECS' written consent shall be at CLIENT'S sole risk and without liability to ECS or its Subconsultants. CLIENT agrees to indemnify and hold ECS harmless for any errors, omissions or Damage resulting from its use of ECS' Documents of Service after any modification in scope, structure or purpose.

11.4 CLIENT agrees to not make any modification to the Documents of Service without the prior written authorization of ECS. To the fullest extent permitted by law, CLIENT agrees to indemnify, defend, and hold ECS harmless from any damage, loss, claim, liability or cost (including reasonable attorneys' fees and defense costs) arising out of or in connection with any unauthorized modification of the Documents of Service by CLIENT or any person or entity that acquires or obtains the Documents of Service from or through CLIENT. CLIENT represents and warrants that the Documents of Service shall be used only as submitted by ECS.

12.0 SAFETY

12.1 Unless expressly agreed to in writing in its Proposal, CLIENT agrees that ECS shall have no responsibility whatsoever for any aspect of site safety other than for its own employees. Nothing herein shall be construed to relieve CLIENT and/or its Contractors from their responsibility for site safety. CLIENT also represents and warrants that the General Contractor is solely responsible for Project site safety and that ECS personnel may rely on the safety measures provided by the General Contractor.

12.2 In the event ECS assumes in writing limited responsibility for specified safety issues, the acceptance of such responsibilities does not and shall not be deemed an acceptance of responsibility for any other non-specified safety issues, including, but not limited to those relating to excavating, fall protection, shoring, drilling, backfilling, blasting, or other construction activities.

13.0 CONSTRUCTION TESTING AND REMEDIATION SERVICES

13.1 CLIENT understands that construction testing and observation services are provided in an effort to reduce, but cannot eliminate, the risk of problems arising during or after construction or remediation. CLIENT agrees that the provision of such Services does not create a warranty or guarantee of any type.

13.2 Monitoring and/or testing services provided by ECS shall not in any way relieve the CLIENT'S contractor(s) from their responsibilities and obligations for the quality or completeness of construction as well as their obligation to comply with applicable laws, codes, and regulations.

13.3 ECS has no responsibility whatsoever for the means, methods, techniques, sequencing or procedures of construction selected, for safety precautions and programs incidental to work or services provided by any contractor or other consultant. ECS does not and shall not have or accept authority to supervise, direct, control, or stop the work of any of CLIENT'S Contractors or any of their subcontractors.

13.4 ECS strongly recommends that CLIENT retain ECS to provide construction monitoring and testing services on a full time basis to lower the risk of defective or incomplete work being installed by CLIENT'S Contractors. If CLIENT elects to retain ECS on a part-time or on-call basis for any aspect of construction monitoring and/or testing, CLIENT accepts the risk that a lower level of construction quality may occur and that defective or incomplete work may result and not be detected by ECS' part time monitoring and testing in exchange for CLIENT'S receipt of an immediate cost savings. Unless the CLIENT can show that ECS' errors or omissions are contained in ECS' reports, CLIENT waives, releases and discharges ECS from and against any other claims for errors, omissions, damages, injuries, or loss alleged to arise from defective or incomplete work that was monitored or tested by ECS on a part-time or on-call basis. Except as set forth in the preceding sentence, CLIENT agrees to indemnify and hold ECS harmless from all Damages, costs, and attorneys' fees, for any claims alleging errors, omissions, damage, injury or loss allegedly resulting from work that was monitored or tested by ECS on a part-time or on-call basis.

14.0 CERTIFICATIONS - CLIENT may request, or governing jurisdictions may require, ECS to provide a "certification" regarding the Services provided by ECS. Any "certification" required of ECS by the CLIENT or jurisdiction(s) having authority over some or all aspects of the Project shall consist of ECS' inferences and professional opinions based on the limited sampling, observations, tests, and/or analyses performed by ECS at discrete locations and times. Such "certifications" shall constitute ECS' professional opinion of a condition's existence, but ECS does not guarantee that such condition exists, nor does it relieve other parties of the responsibilities or obligations such parties have with respect to the possible existence of such a condition. CLIENT agrees it cannot make the resolution of any dispute with ECS or payment of any amount due to ECS contingent upon ECS signing any such "certification."

15.0 BILLINGS AND PAYMENTS

15.1 Billings will be based on the unit rates, plus travel costs, and other reimbursable expenses as stated in the professional fees section of the Proposal. Any estimate of professional fees stated shall not be considered as a not-to-exceed or lump sum amount unless otherwise explicitly stated. CLIENT understands and agrees that even if ECS agrees to a lump sum or not-to-exceed amount, that amount shall be limited to number of hours, visits, trips, tests, borings, or samples stated in the Proposal.

15.2 CLIENT agrees that all professional fees and other unit rates may be adjusted annually to account for inflation based on the most recent 12-month average of the Consumer Price Index (CPI-U) for all items as established by www.bls.gov when the CPI-U exceeds an annual rate of 2.0%.

15.3 Should ECS identify a Changed Condition(s), ECS shall notify the CLIENT of the Changed Condition(s). ECS and CLIENT shall promptly and in good faith negotiate an amendment to the scope of Services, professional fees, and time schedule.

15.4 CLIENT recognizes that time is of the essence with respect to payment of ECS' invoices, and that timely payment is a material consideration for this Agreement. All payment shall be in U.S. funds drawn upon U.S. banks and in accordance with the rates and charges set forth in the professional Fees. Invoices are due and payable upon receipt.

15.5 If CLIENT disputes all or part of an invoice, CLIENT shall provide ECS with written notice stating in detail the facts of the dispute within fifteen (15) calendar days of the invoice date. CLIENT agrees to pay the undisputed amount of such invoice promptly.

15.6 ECS reserves the right to charge CLIENT an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by Law, whichever is lower) of the invoiced amount per month for any payment received by ECS more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute. All payments will be applied to accrued interest first and then to the unpaid principal amount. Payment of invoices shall not be subject to unilateral discounting or set-offs by CLIENT.

15.7 CLIENT agrees that its obligation to pay for the Services is not contingent upon CLIENT'S ability to obtain financing, zoning, approval of governmental or regulatory agencies, permits, final adjudication of a lawsuit, CLIENT'S successful completion of the Project, settlement of a real estate transaction, receipt of payment from CLIENT's client, or any other event unrelated to ECS provision of Services. Retainage shall not be withheld from any payment, nor shall any deduction be made from any invoice on account of penalty, liquidated damages, or other sums incurred by CLIENT. It is agreed that all costs and legal fees including actual attorney's fees, and expenses incurred by ECS in obtaining payment under this Agreement, in perfecting or obtaining a lien, recovery under a bond, collecting any delinquent amounts due, or executing judgments, shall be reimbursed by CLIENT.

15.8 Unless CLIENT has provided notice to ECS in accordance with Section 16.0 of these Terms, payment of any invoice by the CLIENT shall mean that the CLIENT is satisfied with ECS' Services and is not aware of any defects in those Services.

16.0 DEFECTS IN SERVICE

16.1 CLIENT and CLIENT's Contractors shall promptly inform ECS during active work on any project of any actual or suspected defects in the Services so to permit ECS to take such prompt, effective remedial measures that in ECS' opinion will reduce or eliminate the consequences of any such defective Services. The correction of defects attributable to ECS' failure to perform in accordance with the Standard of Care shall be provided at no cost to CLIENT. However, ECS shall not be responsible for the correction of any deficiency attributable to client-furnished information, the errors, omissions, defective materials, or improper installation of materials by CLIENT's personnel, consultants or contractors, or work not observed by ECS. CLIENT shall compensate ECS for the costs of correcting such defects.

16.2 Modifications to reports, documents and plans required as a result of jurisdictional reviews or CLIENT requests shall not be considered to be defects. CLIENT shall compensate ECS for the provision of such Services.

17.0 INSURANCE - ECS represents that it and its subcontractors and subconsultants maintain workers compensation insurance, and that ECS is covered by general liability, automobile and professional liability insurance policies in coverage amounts it deems reasonable and adequate. ECS shall furnish certificates of insurance upon request. The CLIENT is responsible for requesting specific inclusions or limits of coverage that are not present in ECS insurance package. The cost of such inclusions or coverage increases, if available, will be at the expense of the CLIENT.

18.0 LIMITATION OF LIABILITY

18.1 CLIENT AGREES TO ALLOCATE CERTAIN RISKS ASSOCIATED WITH THE PROJECT BY LIMITING ECS' TOTAL LIABILITY TO CLIENT ARISING FROM ECS' PROFESSIONAL LIABILITY, I.E. PROFESSIONAL ACTS, ERRORS, OR OMISSIONS AND FOR ANY AND ALL CAUSES INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY, INJURIES, DAMAGES, CLAIMS, LOSSES, EXPENSES, OR CLAIM EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) RELATING TO PROFESSIONAL SERVICES PROVIDED UNDER THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW. THIS ALLOCATION IS AS FOLLOWS.

18.1.1 If the proposed fees are $10,000 or less, ECS' total aggregate liability to CLIENT shall not exceed $20,000, or the total fee received for the services rendered, whichever is greater.

18.1.2 If the proposed fees are in excess of $10,000, ECS' total aggregate liability to CLIENT shall not exceed $50,000, or the total fee for the services rendered, whichever is greater.

18.2 CLIENT agrees that ECS shall not be responsible for any injury, loss or damage of any nature, including bodily injury and property damage, arising directly or indirectly, in whole or in part, from acts or omissions by the CLIENT, its employees, agents, staff, consultants, contractors, or subcontractors to the extent such injury, damage, or loss is caused by acts or omissions of CLIENT, its employees, agents, staff, consultants, contractors, subcontractors or persons/entities for whom CLIENT is legally liable.

18.3 CLIENT agrees that ECS' liability for all non-professional liability arising out of this Agreement or the services provided as a result of the Proposal be limited to $500,000.

19.0 INDEMNIFICATION

19.1 Subject to Section 18.0, ECS agrees to hold harmless and indemnify CLIENT from and against damages arising from ECS' negligent performance of its Services, but only to the extent that such damages are found to be caused by ECS' negligent

acts, errors or omissions, (specifically excluding any damages caused by any third party or by the CLIENT.)

19.2 To the fullest extent permitted by law, CLIENT agrees to indemnify, and hold ECS harmless from and against any and all liability, claims, damages, demands, fines, penalties, costs and expenditures (including reasonable attorneys' fees and costs of litigation defense and/or settlement) ("Damages") caused in whole or in part by the acts, errors, or omissions of the CLIENT or CLIENT's employees, agents, staff, contractors, subcontractors, consultants, and clients, provided such Damages are attributable to: (a) the bodily injury, personal injury, sickness, disease and/or death of any person; (b) the injury to or loss of value to tangible personal property; or (c) a breach of these Terms. The foregoing indemnification shall not apply to the extent such Damage is found to be caused by the sole negligence, errors, omissions or willful misconduct of ECS.

19.3 It is specifically understood and agreed that in no case shall ECS be required to pay an amount of Damages disproportional to ECS' culpability. IF CLIENT IS A HOMEOWNER, HOMEOWNERS' ASSOCIATION, CONDOMINIUM OWNER, CONDOMINIUM OWNER'S ASSOCIATION, OR SIMILAR RESIDENTIAL OWNER, ECS RECOMMENDS THAT CLIENT RETAIN LEGAL COUNSEL BEFORE ENTERING INTO THIS AGREEMENT TO EXPLAIN CLIENT'S RIGHTS AND OBLIGATIONS HEREUNDER, AND THE LIMITATIONS, AND RESTRICTIONS IMPOSED BY THIS AGREEMENT. CLIENT AGREES THAT FAILURE OF CLIENT TO RETAIN SUCH COUNSEL SHALL BE A KNOWING WAIVER OF LEGAL COUNSEL AND SHALL NOT BE ALLOWED ON GROUNDS OF AVOIDING ANY PROVISION OF THIS AGREEMENT.

19.4 IF CLIENT IS A RESIDENTIAL BUILDER OR RESIDENTIAL DEVELOPER, CLIENT SHALL INDEMNIFY AND HOLD HARMLESS ECS AGAINST ANY AND ALL CLAIMS OR DEMANDS DUE TO INJURY OR LOSS INITIATED BY ONE OR MORE HOMEOWNERS, UNIT-OWNERS, OR THEIR HOMEOWNER'S ASSOCIATION, COOPERATIVE BOARD, OR SIMILAR GOVERNING ENTITY AGAINST CLIENT WHICH RESULTS IN ECS BEING BROUGHT INTO THE DISPUTE.

19.5 IN NO EVENT SHALL THE DUTY TO INDEMNIFY AND HOLD ANOTHER PARTY HARMLESS UNDER THIS SECTION 19.0 INCLUDE THE DUTY TO DEFEND.

20.0 CONSEQUENTIAL DAMAGES

20.1 CLIENT shall not be liable to ECS and ECS shall not be liable to CLIENT for any consequential damages incurred by either due to the fault of the other or their employees, consultants, agents, contractors or subcontractors, regardless of the nature of the fault or whether such liability arises in breach of contract or warranty, tort, statute, or any other cause of action. Consequential damages include, but are not limited to, loss of use and loss of profit.

20.2 ECS shall not be liable to CLIENT, or any entity engaged directly or indirectly by CLIENT, for any liquidated damages due to any fault, or failure to act, in part or in total by ECS, its employees, agents, or subcontractors.

21.0 SOURCES OF RECOVERY

21.1 All claims for damages related to the Services provided under this Agreement shall be made against the ECS entity contracting with the CLIENT for the Services, and no other person or entity. CLIENT agrees that it shall not name any affiliated entity including parent, peer, or subsidiary entity in any lawsuit brought under this Agreement.

21.2 In the event of any dispute or claim between CLIENT and ECS arising out of in connection with the Project and/or the Services, CLIENT and ECS agree that they will look solely to each other for the satisfaction of any such dispute or claim. Moreover, notwithstanding anything to the contrary contained in any other provision herein, CLIENT and ECS' agree that their respective shareholders, principals, partners, members, agents, directors, officers, employees, and/or owners shall have no liability whatsoever arising out of or in connection with the Project and/or Services provided hereunder. In the event CLIENT brings a claim against an affiliated entity, parent entity, subsidiary entity, or individual officer, director or employee in contravention of this Section 21, CLIENT agrees to hold ECS harmless from and against all damages, costs, awards, or fees (including attorneys' fees) attributable to such act.

21.3 PURSUANT TO FLA. STAT. SECTIONS 558.002 AND 558.0035, CLIENT AGREES THAT AN INDIVIDUAL EMPLOYEE OR AGENT OF ECS MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE FOR ACTS OR OMISSIONS ARISING OUT OF THE SERVICES.

22.0 THIRD PARTY CLAIMS EXCLUSION - CLIENT and ECS agree that the Services are performed solely for the benefit of the CLIENT and are not intended by either CLIENT or ECS to benefit any other person or entity. To the extent that any other person or entity is benefited by the Services, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to the Agreement. No third-party shall have the right to rely on ECS' opinions rendered in connection with ECS' Services without written consent from both CLIENT and ECS, which shall include, at a minimum, the third-party's agreement to be bound to the same Terms and Conditions contained herein and third-party's agreement that ECS' Scope of Services performed is adequate.

23.0 DISPUTE RESOLUTION

23.1 In the event any claims, disputes, and other matters in question arising out of or relating to these Terms or breach thereof (collectively referred to as "Disputes"), the parties shall promptly attempt to resolve all such Disputes through executive negotiation between senior representatives of both parties familiar with the Project. The parties shall arrange a mutually convenient time for the senior representative of each party to meet. Such meeting shall occur within fifteen calendar (15) days of either party's written request for executive negotiation or as otherwise mutually agreed. Should this meeting fail to result in a mutually agreeable plan for resolution of the Dispute, CLIENT and ECS agree that either party may bring litigation.

23.2 CLIENT shall make no claim (whether directly or in the form of a third-party claim) against ECS unless CLIENT shall have first provided ECS with a written certification executed by an independent engineer licensed in the jurisdiction in which the Project is located, reasonably specifying each and every act or omission which the certifier contends constitutes a violation of the Standard of Care. Such certificate shall be a precondition to the institution of any judicial proceeding and shall be provided to ECS thirty (30) days prior to the institution of such judicial proceedings.

23.3 Litigation shall be instituted in a court of competent jurisdiction in the county or district in which ECS' office contracting with the CLIENT is located. The parties agree that the law applicable to these Terms and the Services provided pursuant to the Proposal shall be the laws of the Commonwealth of Virginia, but excluding its choice of law rules. Unless otherwise mutually agreed to in writing by both parties, CLIENT waives the right to remove any litigation action to any other jurisdiction. Both parties agree to waive any demand for a trial by jury.

24.0 CURING A BREACH

24.1 A party that believes the other has materially breached these Terms shall issue a written cure notice identifying its alleged grounds for termination. Both parties shall promptly and in good faith attempt to identify a cure for the alleged breach or present facts showing the absence of such breach. If a cure can be agreed to or the matter otherwise resolved within thirty (30) calendar days from the date of the termination notice, the parties shall commit their understandings to writing and termination shall not occur.

24.2 Either party may waive any right provided by these Terms in curing an actual or alleged breach; however, such waiver shall not affect future application of such provision or any other provision.

25.0 TERMINATION

25.1 CLIENT or ECS may terminate this Agreement for breach, non-payment, or a failure to cooperate. In the event of termination, the effecting party shall so notify the other party in writing and termination shall become effective fourteen (14) calendar days after receipt of the termination notice.

25.2 Irrespective of which party shall effect termination, or the cause therefore, ECS shall promptly render to CLIENT a final invoice and CLIENT shall immediately compensate ECS for Services rendered and costs incurred including those Services associated with termination itself, including without limitation, demobilizing, modifying schedules, and reassigning personnel.

26.0 TIME BAR TO LEGAL ACTION - Unless prohibited by law, and notwithstanding any Statute that may provide additional protection, CLIENT and ECS agree that a lawsuit by either party alleging a breach of this Agreement, violation of the Standard of Care, non-payment of invoices, or arising out of the Services provided hereunder, must be initiated in a court of competent jurisdiction no more than two (2) years from the time the party knew, or should have known, of the facts and conditions giving rise to its claim, and shall under no circumstances shall such lawsuit be initiated more than three (3) years from the date of substantial completion of ECS' Services.

27.0 ASSIGNMENT - CLIENT and ECS respectively bind themselves, their successors, assigns, heirs, and legal representatives to the other party and the successors, assigns, heirs and legal representatives of such other party with respect to all covenants of these Terms. Neither CLIENT nor ECS shall assign these Terms, any rights thereunder, or any cause of action arising therefrom, in whole or in part, without the written consent of the other. Any purported assignment or transfer, except as permitted above, shall be deemed null, void and invalid, the purported assignee shall acquire no rights as a result of the purported assignment or transfer and the non-assigning party shall not recognize any such purported assignment or transfer.

28.0 SEVERABILITY - Any provision of these Terms later held to violate any law, statute, or regulation, shall be deemed void, and all remaining provisions shall continue in full force and effect. CLIENT and ECS shall endeavor to quickly replace a voided provision with a valid substitute that expresses the intent of the issues covered by the original provision.

29.0 SURVIVAL - All obligations arising prior to the termination of the agreement represented by these Terms and all provisions allocating responsibility or liability between the CLIENT and ECS shall survive the substantial completion of Services and the termination of the Agreement.

30.0 TITLES; ENTIRE AGREEMENT

30.1 The titles used herein are for general reference only and are not part of the Terms.

30.2 These Terms together with the Proposal, including all exhibits, appendixes, and other documents appended to it, constitute the entire agreement between CLIENT and ECS ("Agreement"). CLIENT acknowledges that all prior understandings and negotiations are superseded by this Agreement.

30.3 CLIENT and ECS agree that subsequent modifications to the Agreement shall not be binding unless made in writing and signed by authorized representatives of both parties.

30.4 All preprinted terms and conditions on CLIENT'S purchase order, Work Authorization, or other service acknowledgement forms, are inapplicable and superseded by these Terms and Conditions of Service.

30.5 CLIENT's execution of a Work Authorization, the submission of a start work authorization (oral or written) or issuance of a purchase order constitutes CLIENT's acceptance of this Proposal and these Terms and their agreement to be fully bound to them. If CLIENT fails to provide ECS with a signed copy of these Terms or the attached Work Authorization, CLIENT agrees that by authorizing and accepting the services of ECS, it will be fully bound by these Terms as if they had been signed by CLIENT.

Staff Report

City Commission Regular Meeting

April 9, 2026

To:	City Commission
From:	William Freeman, City Engineer/Public Works Administrator
Meeting Date:	April 9, 2026
Item Name:	Resolution 2026-09. A Resolution accepting a proposal from S.E. Cline Construction, Inc. for labor, equipment, and materials to perform the Venice Park Swale Maintenance Project; authorizing the execution of a contract and payment therefor; providing for conflict and an effective date.

Background:

The City of Flagler Beach maintains an interconnected stormwater swale system throughout the Venice Park neighborhood. These swales serve as the primary means of conveying stormwater runoff during routine rainfall events and play a critical role in reducing roadway ponding, protecting private property, and maintaining overall system performance. Over time, several segments of the swales along Palmetto Avenue, Avalon Avenue, Lantana Avenue, and Lehigh Avenue have experienced sediment buildup, vegetation encroachment, and grade loss, resulting in diminished flow capacity and reduced drainage efficiency.

City staff conducted field evaluations and confirmed that approximately 3,000 linear feet of swales require re-grading to restore proper slope and conveyance. S.E. Cline Construction, Inc. submitted a written proposal to perform this work, including mobilization, labor, equipment, and maintenance of traffic.

During the assessment, staff also identified that the existing paver driveway at 124 Palmetto Avenue was installed in a manner that obstructs the intended swale flow path, preventing stormwater from moving freely along the roadside drainage system. To correct this condition and restore proper conveyance, Staff proposes to remove the existing pavers and install a new 6-inch concrete driveway extending up from the Right-Of-Way and includes installation of a 6-inch trench drain, allowing stormwater to pass beneath the driveway crossing without interruption.

The contractor's itemized pricing is summarized below:

Item No.	Description	Qty	Unit	Unit Price	Extended Price

1	Mobilization	1	LS	$2,500.00	**$2,500.00**
2	Maintenance of Traffic (MOT)	1	LS	$4,687.00	**$4,687.00**
3	Labor & Equipment to Regrade 3,000 LF of Swales	3,000	LF	—	**$70,813.00**
—	**Swale Work Subtotal**	—	—	—	**$78,000.00**

Driveway Work – 124 Palmetto Avenue

Item No.	Description	Qty	Unit	Unit Price	Extended Price
4	Demo Existing Paver Driveway	1	LS	Included	Included
5	Install 6" Concrete Driveway	1	LS	Included	Included
6	Install 6" Trench Drain	1	LS	Included	Included
—	**Driveway Lump Sum Total**	—	—	—	**$13,532.00**

Following re-grading, the disturbed swale areas will require sod restoration to stabilize the soil, prevent erosion, and ensure long-term functionality. The updated proposal includes sod replacement delivered and installed, totaling 15,000 square feet at $0.94 per square foot, for a total of $14,100.

Based on these unit prices, sod restoration costs are calculated below:

Sod Restoration (Delivered & Installed)

Item No.	Description	Qty	Unit	Unit Price	Extended Price
7	Sod Replacement	15,000	SF	$0.94	**$14,100.00**

Total Project Cost (Updated Proposal)

Description	Amount
Swale Work	$78,000.00
Driveway Work	$13,532.00
Sod Replacement	$14,100.00
TOTAL PROJECT COST	**$105,632.00**

S.E. Cline Construction, Inc. has performed similar work for the City and is familiar with local conditions, neighborhood access constraints, and the City's stormwater maintenance standards. Staff has reviewed the proposal and determined that the contractor is qualified and capable of completing the required work in a timely and professional manner.

Fiscal Impact:

The total project cost is $105,632, which includes swale re-grading, driveway reconstruction, and sod restoration. Funding for the Project will be drawn from the appropriate stormwater or public works operating fund(s).

At the previous City Commission Regular Meeting, the City Commission approved Resolution

2026-12, authorizing a grant application, which if awarded, will reimburse the City for the cost of this proposed project.

Staff Recommendation:

Staff recommends approval of Resolution 2026-09, accepting the proposal from S.E. Cline Construction, Inc. for the Venice Park Swale Maintenance Project in an amount not to exceed $105,632, and authorizing staff to proceed with implementation of the work described therein.

Attachments:

1. Resolution 2026-09 Venice Park
2. Scope
3. Venice Park As-Builts
4. Bid Tab Sheet
5. S.E. Cline Quote, Dated 3/20/26
6. All State Civil Construction Quote
7. DDS Enterprises Quote

RESOLUTION 2026-09

A RESOLUTION ACCEPTING A PROPOSAL FROM S.E. CLINE CONSTRUCTION, INC. FOR LABOR, EQUIPMENT, AND MATERIALS TO PERFORM THE VENICE PARK SWALE MAINTENANCE PROJECT; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City of Flagler Beach maintains stormwater swales throughout the Venice Park neighborhood to convey runoff, reduce roadway ponding, and protect adjacent properties; and,

WHEREAS, City staff have identified approximately 3,000 linear feet of swales along Palmetto Avenue, Avalon Avenue, Lantana Avenue, and Lehigh Avenue that require re-grading to restore proper slope and drainage function; and

WHEREAS, S.E. Cline Construction, Inc. submitted a written proposal, to provide labor, equipment, and materials for the Venice Park Swale Maintenance Project, including mobilization ($2,500), maintenance of traffic ($4,687), and labor and equipment to regrade 3,000 linear feet of swales ($70,813), for a combined swale work total of $78,000; and,

WHEREAS, the proposal further includes the removal of the existing paver driveway at 124 Palmetto Avenue, which was installed in a manner that obstructs the intended swale flow path, and the installation of a new 6-inch concrete driveway with a 6-inch trench drain, at a lump-sum cost of $13,532; and,

WHEREAS, the proposal also includes sod replacement, delivered and installed, totaling 15,000 square feet at $0.94 per square foot, for a total sod cost of $14,100; and,

WHEREAS, the combined total cost of the Project, including swale re-grading, driveway reconstruction, and sod restoration, is $105,632, exclusive of permitting, survey, or as-built documentation; and,

WHEREAS, City staff have reviewed the proposal and determined that S.E. Cline Construction, Inc. is a responsible and qualified contractor capable of performing the required work;

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 proposal submitted by S.E. Cline Construction, Inc. to perform the Venice Park Swale Maintenance Project at a total cost not to exceed $105,632 is hereby accepted.

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 9th day of April, 2026.

CITY OF FLAGLER BEACH, FLORIDA

PATTI KING, MAYOR

ATTEST:

PENNY OVERSTREET, CITY CLERK

SCOPE OF WORK (SOW)

Project Title: Swale Excavation, Regrading, and Driveway Restoration – Palmetto, Avalon, Lantana, Lehigh Avenues & 124 Palmetto Ave
Version: 1.0
Date of Issue: February 2026
Prepared By: City of Flagler Beach –Engineering

1. PROJECT OVERVIEW

The City of Flagler Beach requires excavation and regrading of approximately 3,000 linear feet of roadside swales within the public right-of-way along Palmetto Avenue, Avalon Avenue, Lantana Avenue, and Lehigh Avenue to restore positive drainage flow. Additionally, the project includes demolition and reconstruction of the driveway at 124 Palmetto Avenue, including installation of a 6-inch trench drain and construction of a Type B concrete driveway.

2. LOCATION & ACCESS REQUIREMENTS

- Work limits include all swales within the ROW on Palmetto, Avalon, Lantana, and Lehigh Avenues.
- Driveway restoration work is limited to 124 Palmetto Avenue, from edge of asphalt to ROW line (15 feet).
- Contractor shall maintain continuous access for residents unless otherwise coordinated.
- Staging areas must be approved by City staff.
- Contractor shall protect all adjacent private property and utilities.

3. DETAILED TASK DESCRIPTIONS

3.1 Swale Excavation & Regrading

- Excavate and regrade approximately 3,000 LF of swales.
- Establish positive flow from driveway invert to driveway invert.
- Where no invert exists, excavate:
    - 2 inches below driveway edge for sod-ready finish.

- 1 inch below driveway edge for hydroseed finish.

- Remove excess spoil and dispose offsite.
- Fine-grade using string line to ensure uniform slope.
- Prepare surface for either sod or hydroseed (optional line items).

3.2 Optional Turf Installation (If Authorized)

- Install Bahia sod (pallet Bahia) at 15,000 SF.
- OR apply Bahia hydroseed with tackifier at 15,000 SF.
- Watering and establishment are not included unless separately authorized.

3.3 Driveway Demolition & Reconstruction – 124 Palmetto Ave

- Demolish and remove existing pavers and concrete within the 15-foot ROW section.
- Install 6-inch trench drain across driveway per City detail.
- Form and pour 6-inch thick concrete driveway (Type B).
- Ensure proper tie-in to roadway asphalt and adjacent grades.
- Perform final restoration of disturbed areas.

4. PERFORMANCE STANDARDS & ACCEPTANCE CRITERIA

- Swales must maintain uninterrupted positive flow with no ponding.
- Finished grades must match approved string line elevations.
- Concrete driveway must meet City (Type B) driveway specifications.
- Trench drain must be fully functional, aligned, and flush with finished grade.
- All debris must be removed daily.
- Work must pass inspection by City Public Works and Engineering.

5. MATERIALS, EQUIPMENT & METHODS

- Contractor shall supply all equipment necessary for excavation, grading, demolition, concrete placement, and restoration.
- Concrete shall meet minimum 3,000 PSI strength unless otherwise specified.

- Bahia sod and hydroseed materials must meet FDOT quality standards.
- All methods must comply with City standards and manufacturer requirements.

6. ENVIRONMENTAL, SAFETY & REGULATORY REQUIREMENTS

- Contractor must comply with OSHA, FDOT, and City safety requirements.
- Erosion control must be maintained at all times.
- No discharge of sediment into storm drains or waterways.
- Dust control required during excavation and demolition.

7. TRAFFIC CONTROL & PUBLIC INTERFACE REQUIREMENTS

- Contractor shall provide MOT (Maintenance of Traffic) compliant with FDOT standards(If Applicable).
- Lane closures (If Applicable) must be coordinated with the City.
- Contractor must maintain access to residences at all times.
- Advance notice must be provided to affected residents.

8. RESTORATION REQUIREMENTS

- Restore all disturbed areas to equal or better condition.
- Replace any damaged sod, turf, or landscaping within ROW.
- Clean all paved surfaces daily.
- Restore driveway at 124 Palmetto to full operational condition.

9. DELIVERABLES & DOCUMENTATION

- Before/after photos of all work areas.
- Final inspection sign-off.

10. MEASUREMENT & PAYMENT BASIS

Payment will be made on a lump-sum basis covering:

- Swale excavation and grading to match existing Inverts of existing Driveways, Trench Drains, and Culverts
- Mobilization
- Driveway demolition and reconstruction
- Trench drain installation to match Original design inverts.
- Restoration Optional sod or hydroseed will be paid only if authorized.

11. CONTRACTOR RESPONSIBILITIES

- Provide all labor, equipment, materials, and supervision.
- Maintain safe work zones.
- Protect utilities and adjacent property.
- Coordinate with residents and City staff.
- Remove all debris and waste.

12. CITY/AGENCY RESPONSIBILITIES

- Provide access to ROW.
- Provide driveway detail and trench drain specifications.
- Conduct inspections.
- Issue notices to residents if required.

13. CONSTRAINTS, LIMITATIONS & PROHIBITED ACTIONS

- No work outside approved ROW limits.
- No substitution of materials without written approval.
- No blocking of driveways without coordination.

- No stockpiling in travel lanes.

14. QUALITY ASSURANCE & INSPECTION PROCEDURES

- City will inspect excavation depth, slope, and flow.
- City will inspect concrete forms, reinforcement (if applicable), and finish.
- City will verify trench drain installation.
- Final acceptance requires full compliance with this SOW.

15. CHANGE MANAGEMENT PROCEDURES

- Any deviation from this SOW requires a written change order.
- Contractor must submit cost and time impacts for review.
- No additional work may begin without written authorization.



CITY of
FLAGLER BEACH
FLAGLER COUNTY, FLORIDA

VENICE PARK SUBDIVISION STORMWATER IMPROVEMNTS

INDEX	
1	COVER SHEET
2	SITE PLAN
3	SITE PLAN
4	DETAILS
5	DETAILS

DECEMBER 2009

RICHARD W. FERNANDEZ, P.E. 14722
MARK A. HAMPTON, P.E. 27391
BRADLEY T. BLAIS, P.E. 47130
DAVID A. KING, P.E. 50609
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FLORIDA CERTIFICATE-OF-AUTHORIZATION No. 626
PHONE: (386) 761-6810 FAX: (386) 761-3977
P.O. DRAWER 290247, PORT ORANGE, FLORIDA 32129-0247

QUENTIN L. HAMPTON ASSOCIATES
CONSULTING ENGINEERS
PORT ORANGE, FLORIDA

SHEET 1 OF 5

S:\FWP\Projects\Design\Drawings\Plat\110043\SHEET.dwg, SHEET 1, 12/9/2009 12:22:26, AT

MATCH LINE, SEE SHEET 3

LANTANA AVENUE

LEHIGH AVENUE

PRIVATE CANAL 67
100' RIGHT OF WAY

PRIVATE CANAL 76
50' RIGHT OF WAY

MOODY LANE

MARINA VIEW PL.

3RD ST

EXIST. INLET TO REMAIN

PROPOSED 10' DRAINAGE EASEMENT

CONSTRUCT SODDED SWALE TYP.

CONSTRUCT SODDED SWALE TYP.

AMENDED PLAT OF VENICE PARK
BLOCK 75 (LOTS 1–36)
MAP BOOK 3 PAGES 50–51

AMENDED PLAT OF VENICE PARK
BLOCK 77 (LOTS 1–26)
MAP BOOK 3 PAGES 50–51

AMENDED PLAT OF VENICE PARK
BLOCK 83 (LOTS 2–7)
MAP BOOK 3 PAGES 50–51

FLAGLER HARBOR
BLOCK 83 (LOT 1)
MAP BOOK 3 PAGES 37–38

FLAGLER HARBOR
BLOCK 84 (LOTS 1–7)
MAP BOOK 3 PAGES 37–38

FLAGLER HARBOR
BLOCK 85 (LOTS 1–10)
MAP BOOK 3 PAGES 37–38

CONSTRUCT SODDED SWALE TYP.

EXIST. INLET TO REMAIN

PROPOSED 10' DRAINAGE EASEMENT

TRIM EXISTING VEGETATION AS NEEDED

OPEN CUT & REPAIR ASPHALT ROADWAY, OVERLAY 10' EACH SIDE OF PIPE

CONNECT EXIST. 12" RCP TO PROPOSED INLET

STA. 17+03, 13' LT.
TYPE "C" INLET
TOP EL=3.00
W INV=1.00
E INV=1.84 (EXIST. 12"RCP)

PROPOSED 10' DRAINAGE EASEMENT

34LF – 15"RCP @ 0.59%, CROSS OVER 6" CIP WM FOUND 36" DEEP, 6.5' E OF E.O.P.

TRIM EXISTING VEGETATION AS NEEDED

STA. 17+15, 20' RT.
TYPE "C" INLET
TOP EL=3.00
E INV=1.20

48LF – 15"RCP @ 0.21%, CROSS OVER 6" CIP WM FOUND 42" DEEP, 7' E OF E.O.P.

STA. 12+00, 20' LT.
TYPE "C" INLET
TOP EL=4.00
INV=1.60 W

45LF – 15"RCP @ 0.22%, CROSS OVER 6" CIP WM FOUND 42" DEEP, 6' E OF E.O.P.

OPEN CUT & REPAIR ASPHALT ROADWAY, OVERLAY 10' EACH SIDE OF PIPE

OPEN CUT & REPAIR ASPHALT ROADWAY, OVERLAY 10' EACH SIDE OF PIPE

STA. 15+75, 20' LT.
TYPE "C" INLET
TOP EL=4.00
W INV=1.60

CONSTRUCT SODDED SWALE TYP.

CONSTRUCT SODDED SWALE TYP.

28 LF – 12"RCP @ 0.36%
N INV=2.50

CONSTRUCT 180 LF 20' WIDE ASPHALT ROADWAY, SEE TYPICAL ROADWAY SECTION, SHEET 4

CONSTRUCT ROADWAY BARRIER SIGNAGE PER FDOT INDEX 17349, LATEST EDITION

INSTALL 65 LF 6" PVC LATERAL WITH CLEANOUTS

PROPOSED SODDED DRY RETENTION POND WITH 4:1 SIDE SLOPES

DCS–1
TYPE "D" INLET
W/FIBERGLASS SKIMMER
TOP EL=3.60
W INV=1.50

15" MES
INV=1.00

18 LF – 15"RCP @ 0.28%

TEMPORARY FLOATING TURBIDITY BARRIER

10'x20' (200 SF) TEMPORARY SURFACE WATER IMPACT

STA. 14+70, 15' RT.
TYPE "C" INLET
TOP EL=4.00
E INV=1.50
N INV=2.40
W INV=2.20

150 LF – 15"RCP @ 0.13%

15" MES
INV=2.00

INSTALL 4' DIA. SAN MANHOLE
TOP EL=3.88
E INV=–1.28
N INV=–1.20

STA. 14+75, 15' LT.
TYPE "C" INLET
W/CONC. APRON
TOP EL=4.00
E INV=1.50
S INV=2.50
W INV=2.20

28 LF – 15"RCP @ 0.54%
S INV=2.65

238 LF – 15"RCP @ 0.10%

CONSTRUCT 235 LF 20' WIDE ASPHALT ROADWAY, SEE TYPICAL ROADWAY SECTION, SHEET 4

INSTALL 4' DIA. SAN MANHOLE
TOP EL=4.82
E INV=–1.05
N INV=–1.00

PROPOSED SODDED DRY RETENTION POND WITH 4:1 SIDE SLOPES

CONSTRUCT ROADWAY BARRIER SIGNAGE PER FDOT INDEX 17349, LATEST EDITION

INSTALL 80 LF OF 6" PVC LATERAL WITH CLEANOUTS

15" MES, INV=2.00

CONNECT TO EXISTING LATERAL

DCS–2
TYPE "D" INLET
W/FIBERGLASS SKIMMER
TOP EL=3.80
W INV=1.50

15" MES
INV=1.00

18 LF – 15"RCP @ 0.28%

TEMPORARY FLOATING TURBIDITY BARRIER

10'x20' (200 SF) TEMPORARY SURFACE WATER IMPACT

INTRACOASTAL WATERWAY
SMITH CREEK

STORMWATER TREATMENT CALCULATIONS:
LANTANA AVENUE

PROJECT ACREAGE
(BASIN AREA SERVED BY IMPROVEMENTS) = 9.07 AC.

EXISTING IMPERV. AREA = 3.18 AC.

REQUIRED TREATMENT VOL. (IF NEW DEVELOPMENT) = 1,220 CY
(0.5 IN. OVER 9.07 AC. + 0.5 IN. OVER ENTIRE BASIN)

EXISTING TREATMENT VOL. = 0 CY

PROVIDED TREATMENT VOLUME (IN SWALES) = 240 CY

POLLUTANT LOADING WILL BE REDUCED.

STORMWATER TREATMENT CALCULATIONS:
LEHIGH AVENUE

PROJECT ACREAGE
(BASIN AREA SERVED BY IMPROVEMENTS) = 12.70 AC.

EXISTING IMPERV. AREA = 2.91 AC.

REQUIRED TREATMENT VOL. (IF NEW DEVELOPMENT) = 1,707 CY
(0.5 IN. OVER 12.70 AC. + 0.5 IN. OVER ENTIRE BASIN)

EXISTING TREATMENT VOL. = 0 CY

PROVIDED TREATMENT VOLUME (IN SWALES & DRY PONDS) = 504 CY

POLLUTANT LOADING WILL BE REDUCED.

SURVEY LEGEND

MAJOR CONTOUR LINE	–15–	MANHOLE	
MINOR CONTOUR LINE	–13–	DROP INLET, CURB INLET	DI, CI
UNDERGROUND STORM DRAIN	24" RCP SD	MITERED END SECTION	MES
UNDERGROUND SANITARY SEWER	8" VCP SS	CULVERT STORM DRAIN PIPE END	
UNDERGROUND FORCE MAIN	18" DIP FM	ELECTRIC TRANSFORMER	
UNDERGROUND WATER LINE	8" ACP W	LAMP POST	
UNDERGROUND ELECTRIC	UE	POWER POLE	
OVERHEAD POWER & UTILITY LINES	OH	LIGHT POLE	
UNDERGROUND CABLE TV LINE	CATV	SANITARY SEWER VALVE/CLEANOUT	SCO
UNDERGROUND FIBER OPTIC LINE	FO	WATER METER	WM
UNDERGROUND TELEPHONE LINE	UT	FIRE HYDRANT	FH
RIGHT OF WAY		WATER VALVE	WV
FENCE	x x x x x	MONITORING WELL	
HEDGE ROW–TREE LINE		PEDESTAL	
SIGN			
MAILBOX	MB		
PROPERTY PIN/PIPE/MONUMENT			
SPOT ELEVATION	16.4		
CURB STOP			
TREE			
PALM TREE			
SHRUB			
SURVEY CONTROL POINT			

SURVEY ABBREVIATIONS

BACK FLOW PREVENTER	BFP	INVERT	INV
BOTTOM OF STRUCTURE	BOS	PERMANENT REFERENCE MONUMENT	PRM
CORROGATED METAL PIPE	CMP	POLYVINYL CHLORIDE	PVC
CORROGATED PLASTIC PIPE	CPP	REINFORCED CONCRETE	RCP
CONCRETE	CONC	STORM DRAIN MANHOLE	SD MH
CONCRETE VALLEY GUTTER	CONC VG	SANITARY SEWER MANHOLE	SS MH
DUCTILE IRON PIPE	DIP	TELEPHONE MH	TEL MH
ELECTRIC MANHOLE	ELEC MH	TERRA COTTA CLAY PIPE	TCP
FINISHED FLOOR ELEVATION	FFE	VITRIFIED CLAY PIPE	VCP
HIGH DENSITY POLYETHYLENE PIPE	HDPE		

SURVEYOR NOTES:

1. THE HORIZONTAL DATUM IS FLORIDA GRID, EAST ZONE, NAD–83, U.S SURVEY FT.
2. THE VERTICAL DATUM IS NAVD88 BASED ON NGS BENCHMARK 73–77–A04.
3. ALL UTILITIES SHOWN HEREON ARE BASED ON STRUCTURES VISIBLE FROM FIELD INSPECTION AND PLANS PROVIDED BY THE CITY OF FLAGLER BEACH AND FLORIDA DEPARTMENT OF TRANSPORTATION. UNDERGROUND FEATURES SHOULD BE CONSIDERED AS APPROXIMATE. ALL UTILITIES SHOULD BE VERIFIED PRIOR TO ANY EXCAVATION ACTIVITY.
4. ONLY THE PORTIONS SHOWN WITH CONTOURS AND SPOT ELEVATIONS WERE INCLUDED AS A PART OF THIS SURVEY.
5. THIS IS NOT A BOUNDARY SURVEY.
6. SURVEY MAP OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL SEAL OF A FLORIDA LICENSED SURVEYOR.

DRIVEWAY DETAIL LEGEND
(SEE SHEET 3 FOR DRIVEWAY DETAILS)

- (A) DENOTES DRIVEWAY DETAIL TYPE "A"
- (B) DENOTES DRIVEWAY DETAIL TYPE "B"
- (C) DENOTES DRIVEWAY DETAIL TYPE "C"
- 2.90 PROPOSED GRADE
- E.G. EXISTING GRADE
- 3 PROPOSED CONTOUR
- H.P. HIGH POINT

NORTH

GRAPHIC SCALE
50 0 25 50 100
1 INCH = 50 FT.

NO	BY	REVISIONS	DATE

QUENTIN L. HAMPTON ASSOCIATES, INC.
CONSULTING ENGINEERS
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 626
FAX 386 761–3977
P.O. DRAWER 290247 PORT ORANGE, FLORIDA 32129–0247 386 761–6810

CITY OF
FLAGLER BEACH
FLAGLER COUNTY, FLORIDA

VENICE PARK SUBDIVISION
STORMWATER
IMPROVEMENTS

SITE PLAN

RICHARD W. FERNANDEZ, P.E. 14722
MARK A. HAMPTON, P.E. 27391
BRADLEY T. BLAIS, P.E. 47130
DAVID A. KING, P.E. 50609
ANDREW M. GIANNINI, P.E. 46601

DESIGNED	DK	DATE	12–09	SCALE	SHEET NO.
DRAWN	TZ	DATE	12–09	AS SHOWN	2
CHECKED	DK	DATE	12–09	JOB NO.	OF 5
APPROVED	DK	DATE	12–09	FB31	

S:\FB\FB31 Venice Park Drainage\Civil\Design\FB31 2-3 SITE PLANS.dwg, SHEET 2 PLAN, 10/2/2010 10:27:21 TZ

PRIVATE LAKE 64
100' WIDTH

PALMETTO AVENUE

HIGH PT. OF SWALES

AMENDED PLAT OF VENICE PARK
BLOCK 68 (LOTS 6-24 AND PARK)
MAP BOOK 3 PAGES 50-51

12+00 PALMETTO AVENUE
50' RIGHT OF WAY

AMENDED PLAT OF VENICE PARK
BLOCK 70 (LOTS 1-35)
MAP BOOK 3 PAGES 50-51

AMENDED PLAT OF VENICE PARK
BLOCK 71
MAP BOOK 3 PAGES 50-51

38LF 12"X18" ERCP @ 0.10%, CROSS OVER 6" CIP WM FOUND 42" DEEP, 3.5' E OF E.O.P.

192 LF – 15" RCP @ 0.10%

STA. 7+38, 1.5' RT.
TYPE "C" INLET
TOP EL=3.20
S INV=1.35
N INV=1.35

STA. 8+40, 20' LT.
TYPE "C" INLET
TOP EL=3.00
W INV=1.58

PROPOSED 10' DRAINAGE EASEMENT

EXISTING 12" RCP TO REMAIN, REMOVE EXISTING INLET AND EXTEND 12" RCP TO PROPOSED INLET

OPEN CUT & REPAIR ASPHALT ROADWAY, OVERLAY 10' ON BOTH SIDES OF PIPE

CONSTRUCT SODDED SWALE TYP.

CONSTRUCT SODDED SWALE TYP.

STA. 18+26, 12' LT.
TYPE "C" INLET
TOP EL=3.00
E INV=1.00
W INV=1.00

30LF 15"RCP @ 0.67%, CROSS OVER 6" CIP WM FOUND 36" DEEP, 4' E OF E.O.P.

OPEN CUT & REPAIR ASPHALT ROADWAY, OVERLAY 10' ON BOTH SIDES OF PIPE

STA. 18+26, 17.5' RT.
TYPE "C" INLET
TOP EL=2.90
E INV=1.20

STA. 8+30, 17.5' RT.
TYPE "C" INLET
TOP EL=3.00
E INV=1.54
N INV=1.54

STA. 8+30, 20' LT.
TYPE "C" INLET
TOP EL=3.00
W INV=1.71

PRIVATE CANAL 67
100' RIGHT OF WAY

PRIVATE CANAL 71
50' RIGHT OF WAY

AVALON AVENUE
50' RIGHT OF WAY

STA. 17+85, 20' LT.
TYPE "C" INLET
TOP EL=3.00
W INV=0.50
E INV=0.50

TEMPORARY FLOATING TURBIDITY BARRIER

CONNECT 15" RCP AT EXISTING SEAWALL, INV=0.00

PROPOSED 10' DRAINAGE EASEMENT

92 LF–15"RCP @ 0.54%

CONTRACTOR TO UTILIZE MINI EXCAVATOR AND OTHER SMALL EQUIPMENT TO MINIMIZE IMPACT.

MOODY LANE

STA. 7+22, 1.5' LT.
TYPE "C" INLET
TOP EL=3.40
S INV=1.57
N INV=1.57

36LF 12" RCP @ 0.10%, CROSS OVER 3" CIP WM FOUND 45" DEEP, 4' E OF E.O.P.

PROPOSED 10' DRAINAGE EASEMENT

EXISTING 10" PVC TO REMAIN, REMOVE EXISTING INLET

OPEN CUT & REPAIR ASPHALT ROADWAY, OVERLAY 10' ON BOTH SIDES OF PIPE

100 LF – 12" RCP @ 0.10%

CONSTRUCT SODDED SWALE TYP.

STA. 8+20, 17.5' RT.
TYPE "C" INLET
TOP EL=3.00
N INV=1.67
E INV=1.67

PROPOSED 10' DRAINAGE EASEMENT

38LF–15" RCP @ 1.28%, CROSS OVER 6" CIP WM FOUND 42" DEEP, 5' E OF E.O.P.

STA. 17+75, 17.5' RT.
TYPE "C" INLET
TOP EL=3.00
E INV=1.00

MATCH LINE, SEE SHEET 2

STORMWATER TREATMENT CALCULATIONS: PALMETTO AVENUE

PROJECT ACREAGE
(BASIN AREA SERVED BY IMPROVEMENTS) = 9.83 AC.

EXISTING IMPERV. AREA = 3.32 AC.

REQUIRED TREATMENT VOL.
(IF NEW DEVELOPMENT)= 1,321 CY
(0.5 IN. OVER 9.83 AC. +
0.5 IN. OVER ENTIRE BASIN)

EXISTING TREATMENT VOL. = 0 CY

PROVIDED TREATMENT VOLUME
(IN SWALES & EXFILTRATION) = 235 CY

POLLUTANT LOADING WILL BE REDUCED.

STORMWATER TREATMENT CALCULATIONS: AVALON AVENUE

PROJECT ACREAGE
(BASIN AREA SERVED BY IMPROVEMENTS) = 7.31 AC.

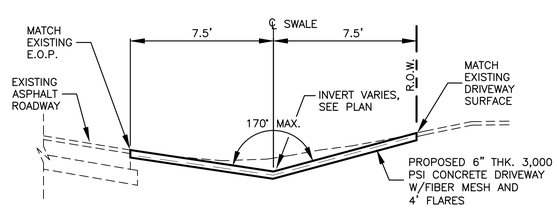
EXISTING IMPERV. AREA = 2.56 AC.

REQUIRED TREATMENT VOL.
(IF NEW DEVELOPMENT) = 983 CY
(0.5 IN. OVER 7.31 AC. +
0.5 IN. OVER ENTIRE BASIN)

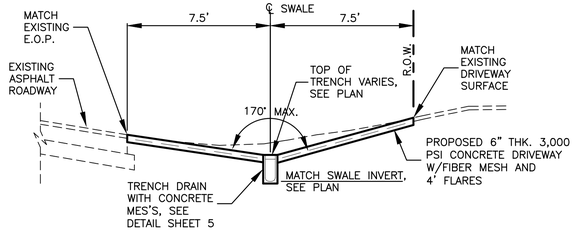
EXISTING TREATMENT VOL. = 0 CY

PROVIDED TREATMENT VOLUME
(IN SWALES) = 238 CY

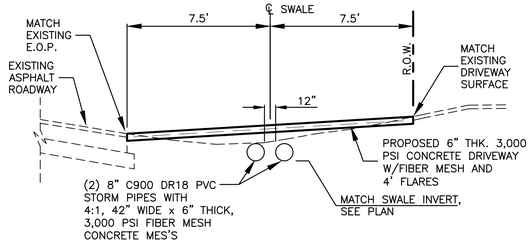
POLLUTANT LOADING WILL BE REDUCED.



DRIVEWAY DETAIL TYPE "A"
NOT TO SCALE



DRIVEWAY DETAIL TYPE "B"
NOT TO SCALE



DRIVEWAY DETAIL TYPE "C"
NOT TO SCALE

DRIVEWAY DETAIL LEGEND
(SEE SHEET 3 FOR DRIVEWAY DETAILS)

- (A) DENOTES DRIVEWAY DETAIL TYPE "A"
- (B) DENOTES DRIVEWAY DETAIL TYPE "B"
- (C) DENOTES DRIVEWAY DETAIL TYPE "C"
- 2.90 PROPOSED GRADE
- E.G. EXISTING GRADE
- 3 PROPOSED CONTOUR
- H.P. HIGH POINT

NORTH

GRAPHIC SCALE
50 0 25 50 100
1 INCH = 50 FT.

NO	BY	REVISIONS	DATE

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CITY OF
FLAGLER BEACH
FLAGLER COUNTY, FLORIDA

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STORMWATER
IMPROVEMENTS

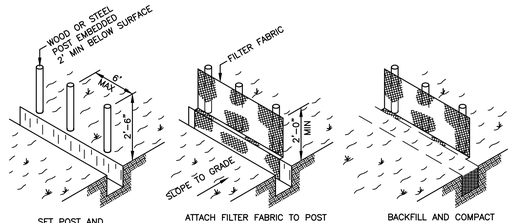
SITE PLAN

RICHARD W. FERNANDEZ, P.E. 14722
MARK A. HAMPTON, P.E. 27391
BRADLEY T. BLAIS, P.E. 47130
DAVID A. KING, P.E. 50609
ANDREW M. GIANNINI, P.E. 46601

DESIGNED	DK	DATE	12-09
DRAWN	TZ	DATE	12-09
CHECKED	DK	DATE	12-09
APPROVED	DK	DATE	12-09

SCALE AS SHOWN
JOB NO. FB31
SHEET NO. 3 OF 5

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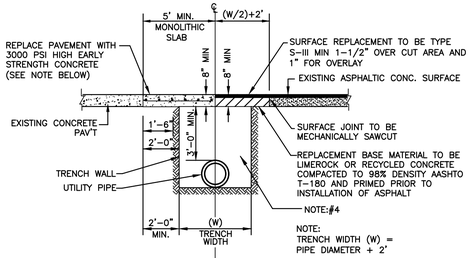
SET POST AND EXCAVATE A TRENCH | ATTACH FILTER FABRIC TO POST ALLOWING 1 FT EXTENSION INTO THE TRENCH AS SHOWN | BACKFILL AND COMPACT EXCAVATED SOIL

NOTES:

1. MATERIALS, CONSTRUCTION METHODS AND MAINTENANCE SHALL BE IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS AND DESIGN STANDARDS CURRENT EDITION.
2. CONTRACTOR SHALL PROVIDE SILT FENCES AT ALL STORMWATER DISCHARGE POINTS FOR EROSION CONTROL AND SEDIMENT CONTROL DURING CONSTRUCTION.
3. CONTRACTOR SHALL ROUGH GRADE STORM– WATER SWALES AND RETENTION AREAS PRIOR TO CONSTRUCTION OF SITE IMPROVEMENTS.
4. CONTRACTOR SHALL MEET ALL PERMIT CONDITIONS AS ESTABLISHED BY THE CITY AND ALL OTHER APPLICABLE AGENCIES, INCLUDING BUT NOT LIMITED TO COUNTY, FDOT, AND THE SJRWMD.

(F.D.O.T. INDEX NO. 102)

SILT FENCE DETAIL
NOT TO SCALE

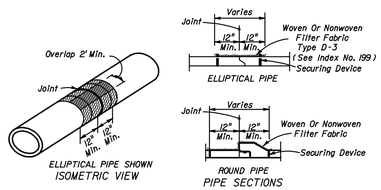


PORTLAND CEMENT CONCRETE SURFACE | ASPHALTIC CONCRETE SURFACE

NOTES:

1. PAVING REPLACEMENT SHALL INCLUDE RAISING ALL MANHOLE FRAMES AND LIDS AND VALVE BOXES AND LIDS (AND SIMILAR APPURTENANCES) TO FINAL ELEVATION PRIOR TO RESURFACING.
2. SUBBASE TO BE COMPACTED TO 98% MAXIMUM DENSITY AASHTO T–180.
3. IN AREAS WHERE CONCRETE PAVEMENT IS TO BE UTILIZED, 3000 PSI – 28 DAY STRENGTH CONCRETE PAVEMENT MAY BE PERMITTED PROVIDED THAT THE SUBJECT AREA WILL REMAIN FREE OF VEHICULAR TRAFFIC FOR A MINIMUM OF 3 DAYS.
4. 350 PSI. FLOWABLE FILL SHALL BE USED UPON DIRECTION BY CITY ENGINEER.

PAVEMENT TRENCH RESTORATION DETAIL
NOT TO SCALE

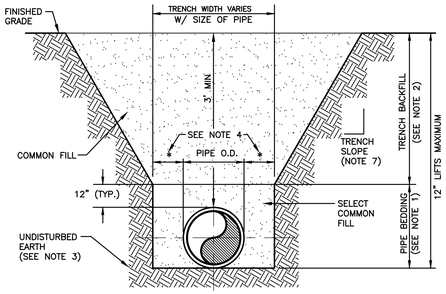


Cost of filter fabric jacket to be included in cost of pipe culverts.

FOR ALL PIPE TYPES - CONCRETE PIPE SHOWN

(FDOT INDEX NO. 280, CURRENT EDITION)

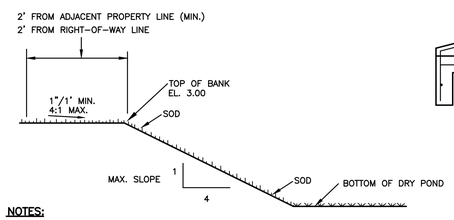
FILTER FABRIC JACKET
NOT TO SCALE



NOTES:

1. PIPE BEDDING: SELECT COMMON FILL COMPACTED TO 95% OF THE MAXIMUM DENSITY AS PER AASHTO T–180.
2. TRENCH BACKFILL: COMMON FILL COMPACTED TO 95% OF THE MAXIMUM DENSITY AS PER AASHTO T–180, (98% DENSITY REQUIRED UNDER DRIVEWAYS, PAVEMENT AND STRUCTURES).
3. PIPE BEDDING UTILIZING SELECT COMMON FILL OR BEDDING ROCK IN ACCORDANCE WITH TYPE "A" BEDDING AND TRENCHING DETAIL MAY BE REQUIRED AS DIRECTED BY THE CITY.
4. (*): 15" MAX. FOR PIPE DIAMETER LESS THAN 24", AND 24" MAX. FOR PIPE DIAMETER 24" AND LARGER.
5. WATER SHALL NOT BE PERMITTED IN THE TRENCH DURING CONSTRUCTION.
6. ALL PIPE TO BE INSTALLED WITH BELL FACING UPSTREAM TO THE DIRECTION OF FLOW.
7. REFER TO OSHA REQUIREMENTS FOR SLOPING, SHEETING AND BRACING IN EXCAVATIONS.
8. FINAL RESTORATION IN IMPROVED AREAS SHALL BE IN COMPLIANCE WITH ALL APPLICABLE REGULATIONS OF GOVERNING AGENCIES. SURFACE RESTORATION WITHIN RIGHT–OF–WAY SHALL COMPLY WITH REQUIREMENTS OF RIGHT–OF–WAY UTILIZATION REGULATIONS AND ROAD CONSTRUCTION SPECIFICATIONS.

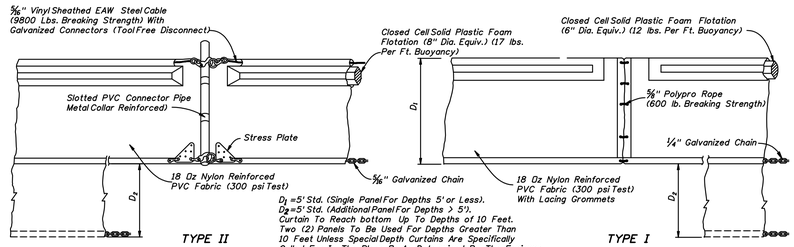
TYPE "B" BEDDING AND TRENCH DETAIL
NOT TO SCALE



NOTES:

1. SOD IS TO BE PLACED TO BOTTOM OF DRY POND.
2. BOTTOM OF DRY POND TO BE SEEDED AND MULCHED (EXCEPT WHERE "A"–TYPE SOILS ARE PRESENT WHICH REQUIRES SODDING OF ENTIRE BOTTOM OF POND).

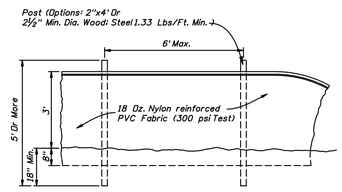
DRY RETENTION POND DETAIL
NOT TO SCALE



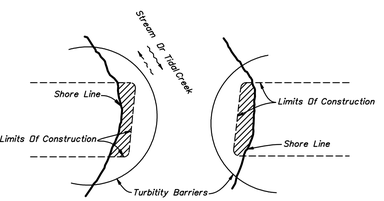
D1 =5' Std. (Single Panel For Depths 5' or Less). D2=5' Std. (Additional Panel For Depths > 5'). Curtain To Reach bottom Up To Depths of 10 Feet. Two (2) Panels To Be Used For Depths Greater Than 10 Feet Unless Special Depth Curtains Are Specifically Called For In The Plans Or As Determined By The Engineer.

NOTICE:
COMPONENTS OF TYPES I AND II MAY BE SIMILAR OR IDENTICAL TO PROPRIETARY DESIGNS. ANY INFRINGEMENT ON THE PROPRIETARY RIGHTS OF THE DESIGNER SHALL BE THE SOLE RESPONSIBILITY OF THE USER. SUBSTITUTIONS FOR TYPES I AND II SHALL BE AS APPROVED BY THE ENGINEER.

FLOATING TURBIDITY BARRIERS



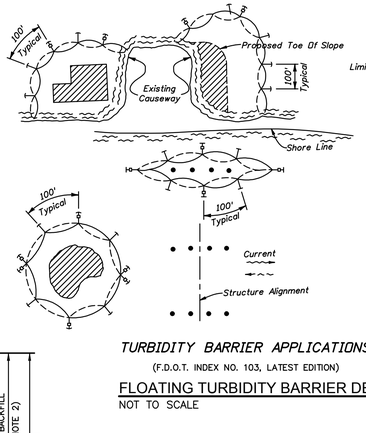
STAKED TURBIDITY BARRIER



Note:
Turbidity barriers for flowing streams and tidal creeks may be either floating, or staked types or any combinations of types that will suit site conditions and meet erosion control and water quality requirements. The barrier types(s) will be at the Contractor's option unless otherwise specified in the plans, however payment will be under the pay items(s) established in the plans for Floating Turbidity Barrier and/or Staked Turbidity Barrier. Posts in staked turbidity barriers to be installed in vertical position unless otherwise directed by the Engineer.

LEGEND	
●	Pile Locations
▨	Dredge Or Fill Area
—□—	Mooring Buoy w/Anchor
—|—	Anchor
⬭	Barrier Movement Due To Current Action

Notes:
1. *Turbidity barriers are to be used in all permanent bodies of water regardless of water depth.*
2. *Number and spacing of anchors dependent on current velocities.*
3. *Deployment of barrier around pile locations may vary to accommodate construction operations.*
4. *Navigation may require segmenting barrier during construction operations.*
5. *For additional information see Section 104 of the Standard Specifications.*



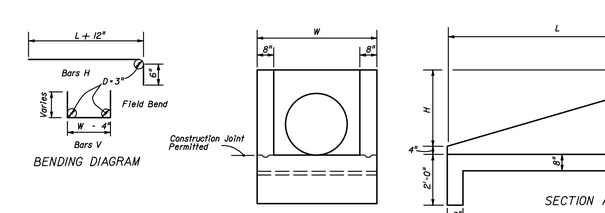
TURBIDITY BARRIER APPLICATIONS

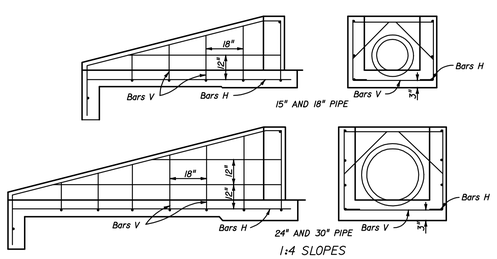
(F.D.O.T. INDEX NO. 103, LATEST EDITION)

FLOATING TURBIDITY BARRIER DETAIL
NOT TO SCALE

GENERAL NOTES

1. *Floating turbidity barriers are to be paid for under the contract unit price for Floating Turbidity Barrier, LF.*
2. *Staked turbidity barriers are to be paid for under the contract unit price for Staked Turbidity Barrier, LF.*





SIDE VIEWS AND BACKWALL SECTIONS
REINFORCING DETAILS

DIMENSIONAL DETAILS

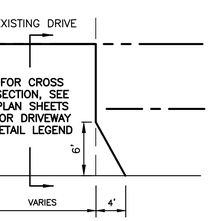
DIMENSIONS AND QUANTITIES FOR ONE U-ENDWALL

Rate Of Slope	Pipe Size D	Pipe Size Area Sq. Ft.	L	H	W	Concrete Class I Cu. Yd.	Reinf. Steel Lbs.
1:4	15"	1.23	7'-4"	1'-10"	3'-7"	1.54	64
	18"	1.77	8'-4"	2'-1"	3'-10"	1.84	71
	24"	3.14	10'-4"	2'-7"	4'-4"	2.53	92
	30"	4.91	12'-4"	3'-1"	4'-10"	3.34	124

ENDWALLS WITHOUT BAFFLES FOR 1:3, 1:4 AND 1:6 SLOPES

(F.D.O.T. INDEX NO. 261, SHEET 2 OF 3, LATEST EDITION)

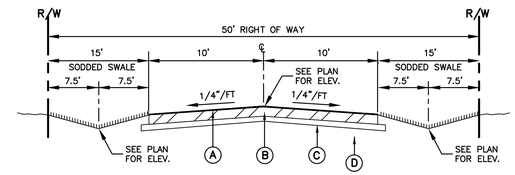
FDOT U-TYPE CONCRETE ENDWALL
NOT TO SCALE



NOTES:

1. DRIVEWAY APRON BASE TO BE COMPACTED AND TESTED TO 98% DENSITY WITH MINIMUM L.B.R. 40 BASED ON AASHTO T–180 MODIFIED PROCTOR TEST.
2. CONCRETE DRIVEWAY APRON TO BE 28 DAY, 3000 P.S.I. W/FIBER MESH.

DRIVEWAY CONCRETE APRON PLAN
NOT TO SCALE



Ⓐ ASPHALT PAVEMENT:
1–1/4" ASPHALT BITUMINOUS CONCRETE TYPE S–III; MINIMUM MARSHALL FIELD STABILITY 1500, COMPACTED TO 98% DENSITY PER FM 1–T238 (METHOD B), NUCLEAR DENSITY TEST, "BACK SCATTER METHOD".

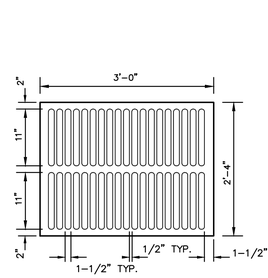
Ⓑ BASE:
6" SOIL CEMENT BASE MINIMUM BEARING STRENGTH OF 350 P.S.I. SHALL BE OBTAINED WITHIN 7 DAYS AND COMPACTED TO 98% DENSITY PER AASHTO T–99 STANDARD PROCTOR TEST; CONSTRUCTION METHODS SHALL CONFORM TO SECTION 270 OF STANDARD F.D.O.T. SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION.

ALTERNATE:
6" LIMEROCK BASE (LBR 100) OR RECYCLED CONCRETE BASE (LBR 130) COMPACTED TO 98% DENSITY BASED ON AASHTO T–180 MODIFIED PROCTOR TEST.

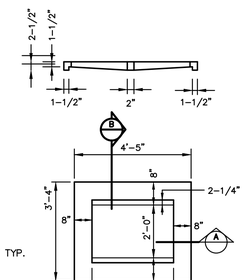
Ⓒ SUB–BASE:
6" SUB–BASE COMPACTED TO 98% DENSITY BASED ON AASHTO T–180 MODIFIED PROCTOR TEST WITH MINIMUM LBR 40.

Ⓓ SUBGRADE:
12" SUBGRADE COMPACTED TO 98% DENSITY BASED ON AASHTO T–180 MODIFIED PROCTOR TEST WITH MINIMUM LBR 40.

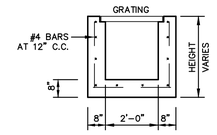
TYPICAL 20' WIDE ASPHALT ROADWAY SECTION DETAIL
NOT TO SCALE



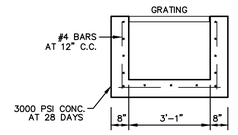
CAST IRON GRATE
INDEX SHT. 232



TOP VIEW



SECTION –B–



SECTION –A–

NOTE:
* 6" THICK WALLS MAY BE PERMITTED, PROVIDING THAT THE INCREASED REINFORCEMENT IN ACCORDANCE WITH FDOT STANDARD INDEX NO. 201 IS INSTALLED. THIS MUST BE REFLECTED ON THE DESIGN PLANS, SHOP DRAWINGS, AND AS–BUILTS.

(F.D.O.T. INDEX NO. 232, LATEST EDITION)

FDOT TYPE "C" INLET DETAIL
NOT TO SCALE

NO	BY	REVISIONS	DATE

QUENTIN L. HAMPTON ASSOCIATES, INC.
CONSULTING ENGINEERS
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 626
FAX 386 761–3977
P.O. DRAWER 290247 PORT ORANGE, FLORIDA 32129–0247 386 761–6810

CITY OF
FLAGLER BEACH
FLAGLER COUNTY, FLORIDA

VENICE PARK SUBDIVISION
STORMWATER
IMPROVEMENTS

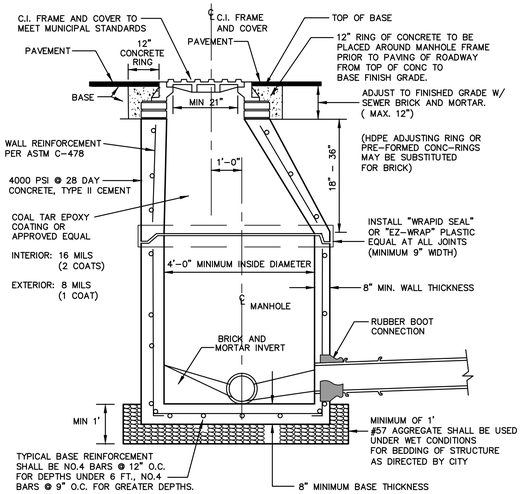
DETAILS

RICHARD W. FERNANDEZ, P.E. 14722
MARK A. HAMPTON, P.E. 27391
BRADLEY T. BLAIS, P.E. 47130
DAVID A. KING, P.E. 50609
ANDREW M. GIANNINI, P.E. 46601

DESIGNED	DK	DATE	12–09
DRAWN	TZ	DATE	12–09
CHECKED	DK	DATE	12–09
APPROVED	DK	DATE	12–09

SCALE: AS SHOWN
JOB NO.: FB31
SHEET NO.: 4
OF 5

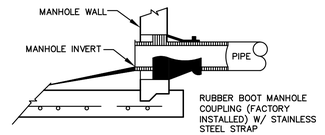
S:\FB\FB31 Venice Park Drainage\Cad\Design\FB31 4-5 DETAILS.dwg, SHEET 4 DETAILS, 7/8/2010 10:27:41 AM



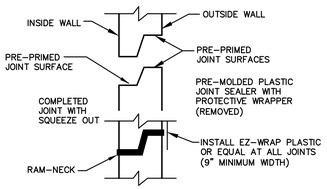
NOTES:

1. ON TRANSITIONS BETWEEN LARGER DIAMETER AND SMALLER SEWER COLLECTORS, OR THE TOP OF THE INSIDE OF THE TWO SEWER PIPES SHALL BE MATCHED.
2. NON-PENETRATING PICK-HOLES IN ALL CONCRETE SECTIONS.
3. USE FARBERTITE BITUMASTIC SEALER BETWEEN SECTIONS OF MANHOLES.
4. 0.1' – DROP ACROSS MANHOLE TYP.
5. MAXIMUM DEPTH NOT TO EXCEED 15.0 FEET MEASURED FROM MANHOLE TOP TO INSIDE BOTTOM.

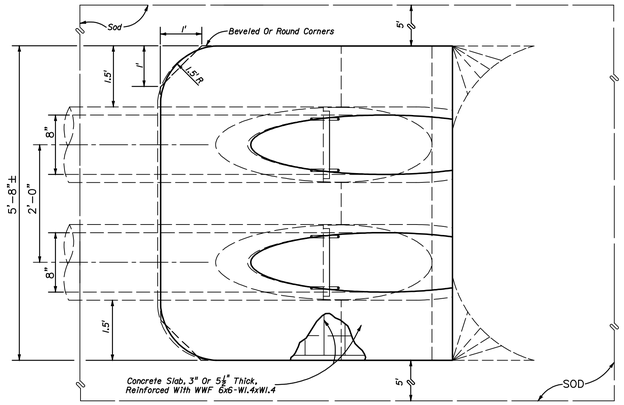
SANITARY SEWER MANHOLE DETAIL
NOT TO SCALE



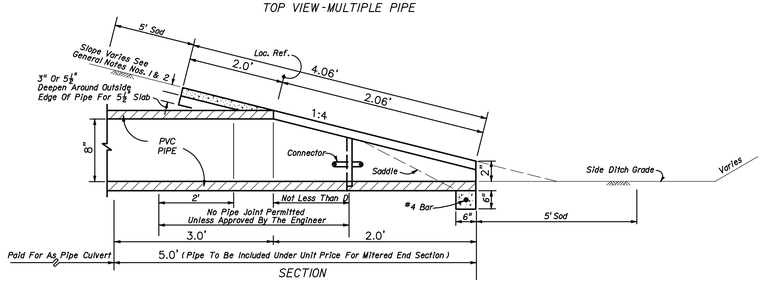
MANHOLE PIPE CONNECTION DETAIL
(FOR NEW CONNECTIONS IN EXISTING MANHOLES)



PRECAST JOINT CONNECTION

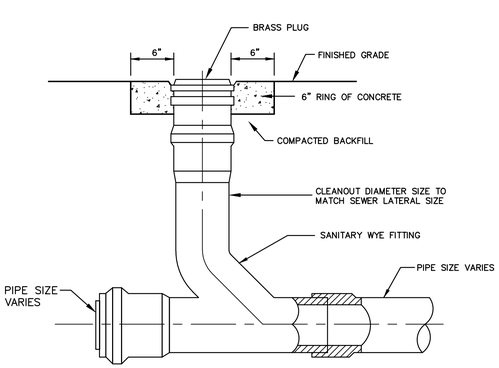


TOP VIEW-MULTIPLE PIPE



SECTION

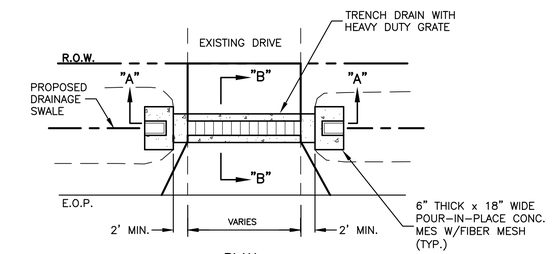
8" DOUBLE PVC CULVERT MITERED END SECTION DETAIL
NOT TO SCALE



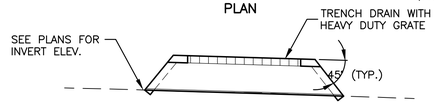
NOTE:

1. CLEANOUT SIZE SHOULD ALWAYS MATCH MAIN LINE SIZE TO ALLOW FOR PROPER CLEANING

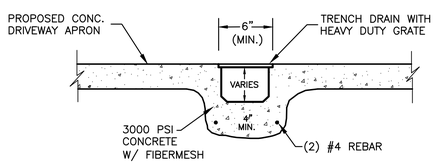
SANITARY SEWER CLEANOUT DETAIL
NOT TO SCALE



PLAN

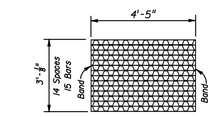


SECTION A–A

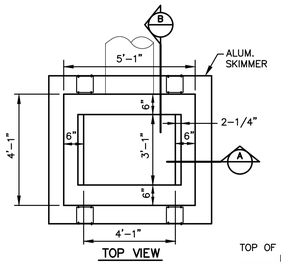


SECTION B–B

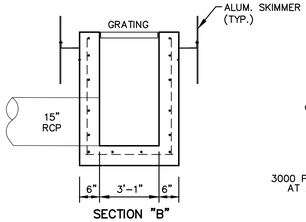
TRENCH DRAIN DETAIL
NOT TO SCALE



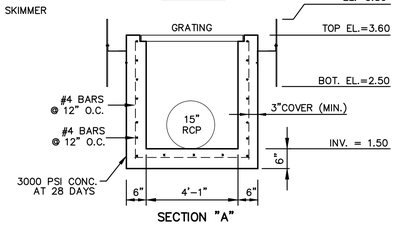
TYPE D
Straight Bars 2"x¼"
Reticuline Bars 1½" x ⅜"
Bands 2"x¼"
Approx. Weight 190 Lbs.



TOP VIEW



SECTION "B"

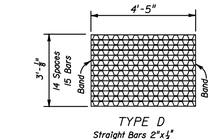


SECTION "A"

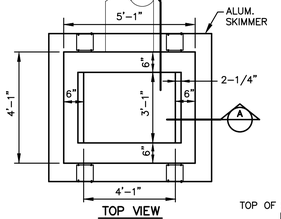
NOTE:

* 6" THICK WALLS ARE PERMITTED, INSTEAD OF 8" THICK WALLS, PROVIDING THAT THE INCREASED REINFORCEMENT IN ACCORDANCE WITH FDOT STANDARD INDEX NO. 201 IS INSTALLED. THIS MUST BE REFLECTED ON THE DESIGN PLANS, SHOP DRAWINGS, AND AS-BUILTS.

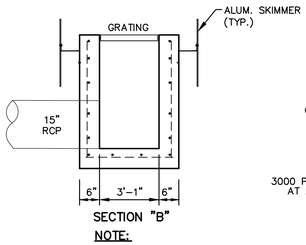
DCS-1
DRAINAGE CONTROL STRUCTURE
FDOT TYPE "D" INLET W/ SKIMMER
NOT TO SCALE



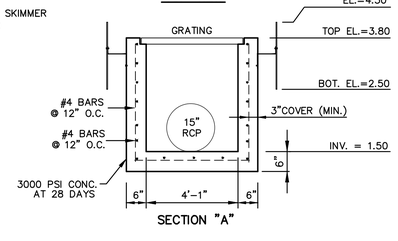
TYPE D
Straight Bars 2"x¼"
Reticuline Bars 1½" x ⅜"
Bands 2"x¼"
Approx. Weight 190 Lbs.



TOP VIEW



SECTION "B"



SECTION "A"

NOTE:

* 6" THICK WALLS ARE PERMITTED, INSTEAD OF 8" THICK WALLS, PROVIDING THAT THE INCREASED REINFORCEMENT IN ACCORDANCE WITH FDOT STANDARD INDEX NO. 201 IS INSTALLED. THIS MUST BE REFLECTED ON THE DESIGN PLANS, SHOP DRAWINGS, AND AS-BUILTS.

DCS-2
DRAINAGE CONTROL STRUCTURE
FDOT TYPE "D" INLET W/ SKIMMER
NOT TO SCALE

NO	BY	REVISIONS	DATE

QUENTIN L. HAMPTON ASSOCIATES, INC.
CONSULTING ENGINEERS
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 626
FAX 386 761-3977
P.O. DRAWER 290247 PORT ORANGE, FLORIDA 32129-0247 386 761-6810

CITY OF
FLAGLER BEACH
FLAGLER COUNTY, FLORIDA

VENICE PARK SUBDIVISION
STORMWATER
IMPROVEMENTS

DETAILS

RICHARD W. FERNANDEZ, P.E. 14722
MARK A. HAMPTON, P.E. 27391
BRADLEY T. BLAIS, P.E. 47130
DAVID A. KING, P.E. 50609
ANDREW M. GIANNINI, P.E. 46601

DESIGNED	DK	DATE	12-09
DRAWN	TZ	DATE	12-09
CHECKED	DK	DATE	12-09
APPROVED	DK	DATE	12-09

SCALE AS SHOWN
JOB NO. FB31
SHEET NO. 5 OF 5

S:\FB\FB31 Venice Park Drainage\Cad\design\FB31 # 5 DETAILS.dwg, SHEET 5-DETAILS, 10/2/2018 10:27:44, TZ

BID TABULATION SHEET

Project: Swale Excavation, Regrading & Driveway Restoration
Location: Palmetto, Avalon, Lantana, Lehigh Avenues & 124 Palmetto Ave
Contractor: S.E. Cline Construction, Inc.
Date: March 2026

Item No.	Description	Qty	Unit	Unit Price	Extended Price
Swale Work					
1	Mobilization	1	LS	$2,500.00	**$2,500.00**
2	Maintenance of Traffic (MOT)	1	LS	$4,687.00	**$4,687.00**
3	Labor & Equipment to Regrade Swales (Palmetto, Avalon, Lantana, Lehigh)	3,000	LF	—	**$70,813.00**
	Subtotal				$78,000.00
Driveway Work					
4	Demo Existing Paver Driveway	1	LS	Included	Included
5	Install 6" Concrete Driveway	1	LS	Included	Included
6	Install 6" Trench Drain	1	LS	Included	Included
	Driveway Lump Sum Total				**$13,532.00**
	Total Base Cost				**$91,532.00**

Item No.	Description	Qty	Unit	Unit Price
Sod				
7	Sod Replacement (Delivered & Installed)	15,000	$0.94	**$14,100.00**

Description	Amount
Swale Work	$78,000.00
Driveway Work	$13,532.00
Sod Replacement	$14,100.00
TOTAL PROJECT COST	**$105,632.00**

CLINE
CGC 061947

S.E. Cline Construction, Inc.
P.O. Box 354425
18 Utility Drive
Palm Coast, Florida 32135

PROPOSAL

Proposal Submitted To: Justin Isaacs
Company: City of Flagler Beach
Street / P.O. Box: 800 S Daytona
City / State/ Zip Code: Flagler Beach, FL 32136
Phone:
Fax:

Date: 3/20/2026
B#/Job Name: Venice Park Swale Maintenance
Job Location: Flagler Beach, FL, 32136
Architect: N/A
Date of Plans: N/A

WE PROPOSE hereby to furnish material and labor - complete in accordance with specifications below for the sum of: ($ See Below).
Payments are due upon receipt of invoice. Interest charges of 1 ½% per month (18%) annually will be charged to accounts 30 days past due.

All material is guaranteed to be as specified. All work will be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner is to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workers' Compensation Insurance.

AUTHORIZED SIGNATURE:

Note: This proposal may be withdrawn by us if not accepted by 4/20/2026. (And prices are subject to change.)

We hereby submit specifications and estimates for: Labor, equipment & materials for the scope below.

1. Mobilization	**$2,500**
2.MOT	**$4,687**
3.Labor and Equipment to regrade 3,000LF of swales in Palmetto Ave, Avalon Ave, Lantana Ave, and Lehigh Ave.	**$70,813**
4.Demo existing paver driveway and install new 6" concrete driveway with 6" Trench drain at 124 Palmetto Ave.	**$13,532**
5.Sod replacement, delivered and installed. 15,000SF @$.94/SF	**$14,100**

Total: $ 105,632

Note: Excludes any permitting, survey, or as-builts. SE Cline is not responsible for damage to irrigation within the 15' ROW.

ACCEPTANCE OF PROPOSAL - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

DATE OF ACCEPTANCE _____ SIGNATURE_____

All State Civil Construction Inc.
386-681-8105

QUOTE

Chris Mehegan
Phone: 386-256-2721
Email: cmehegan@allstatecivilconstructionfl.com

1301 Beville Rd. #16
Daytona Beach, FL 32119

Quote Number	ASCC032626
Quote Date	March, 26th 2026
Quote To:	Justin Isaacs
	City of Flagler Beach
Address:	105 South Second St
	Flagler Beach, FL 32136
Phone:	386-986-9058
E-mail:	jisaacs@cityofflaglerbeach.com

Flagler Beach - Swale Excavation, Regrading, and Driveway Restoration – Palmetto, Avalon, Lantana, Lehigh Avenues & 124 Palmetto Ave

DESCRIPTION	QTY	UM	UNIT PRICE	EXT PRICE
GENERAL CONDITIONS				
Mobilization	1	LS	$9,900.00	$9,900.00
Survey/As-Built	1	LS	$16,590.00	$16,590.00
Erosion Control	1	LS	$5,750.00	$5,750.00
Video	1	LS	$8,000.00	$8,000.00
Maintenance of Traffic	1	LS	$5,800.00	$5,800.00
Driveway Demolition	500	SF	$3.00	$1,500.00
6" Concrete Driveway	500	SF	$18.75	$9,375.00
Trench Drain	32	LF	$532.00	$17,024.00
Swale Excavation	3000	LF	$22.13	$66,390.00
Restoration (Sod)	15000	SF	$0.56	$8,400.00
Restoration (Hydroseed)	15000	SF	$0.23	$3,450.00

TOTAL	**$152,179.00**

Thank you for your business!

Proposal

All State Civil Construction Inc.

Owner Information		Contractor Information:	
Name	Justin Isaacs	Company	All State Civil Construction, Inc.
	City of Flagler Beach	Name	Chris Mehegan
Address	105 South Second St	Address	1301 Beville Rd Suite 16
City, State ZIP	Flagler Beach, FL 32136	City, State ZIP	Daytona Beach, Fl. 32119
Phone	386-986-9058	Phone	386-256-2721
Email		Email	cmehegan@allstatecivilconstructionfl.com
Project name	**Flagler Beach - Swale Excavation**	Contract Price	**$152,179.00**

Scope of Work

Regrade swales to design condition as per Quentin L. Hampton Associates Venice Park Subdivision Stormwater Improvements plans dated December 2002 and city provided scope of work dated February 2026.

See exclusions.

Company Proposal

As per quote.

Chris Mehegan	March, 26th 2026
Submitted by (Company Representative)	**Date**

Owner Acceptance

I, , accept the above scope of work as proposed for the contract amount specified.

Submitted by (home owner or authorized representative)	**Date**

Exclusions

All State Civil Construction Inc.

Owner Information		Contractor Information:	
Name	City of Flagler Beach	Company	All State Civil Construction, Inc.
Address	105 South Second St	Name	Chris Mehegan
City, State ZIP	Flagler Beach, FL 32136	Address	1301 Beville Rd Suite 16
Phone	386-569-5334	City, State ZIP	Daytona Beach, Fl. 32119
Email		Phone	386-256-2721
		Email	cmehegan@allstatecivilconstructionfl.com
Project name	Flagler Beach - Swale Excavation	Contract Price	**$152,179.00**

The following items are excluded from this proposal

1. Permits and/or inspection fees
2. Disposal of hazardous or unsuitable excavated material
3. Unforeseen conditions
4. Rock excavation
5. Anything not shown on the referenced plan set or not included in the schedule of values
6. Hauling hazardous material to landfill
7. Wetland demucking
8. Landscaping or irrigation repair/replacement
9. Concrete or asphalt restoration not in scope
10. Utility work of any kind
11. Bonds
12. Establishment of sod or hydroseed

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.: 1185
Estimate date: 02/01/2026

#	Product or service	Description	Qty	Rate	Amount
1.	**Mobilization**		0	$0.00	$0.00
2.	**Miscellaneous Demolition**	Pavers and concrete	1	$2,500.00	$2,500.00
3.	**Trench Drains**	F&I 6" Trench Drain on drives	1	$3,150.00	$3,150.00
4.	**6" Sidewalk/Driveway**		1	$6,500.00	$6,500.00
5.	**Restoration**		1	$750.00	$750.00

Total **$12,900.00**

Note to customer

124 Palmetto Av. Driveway

Restore driveway in concrete only from edge of asphalt to edge of ROW (15 foot). Type B driveway per driveway detail provided.

Accepted date **Accepted by**

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.: 1184
Estimate date: 02/01/2026

#	Product or service	Description	Qty	Rate	Amount
1.	**Mobilization**		1	$5,000.00	$5,000.00
2.	**Regular Excavation**		3000	$28.00	$84,000.00
3.	**Grading**	String and hand grade all swales to ensure positive flow	3000	$5.00	$15,000.00
4.	**Performance Turf, Sod**	Pallet Bahia Sod ***OPTIONAL***	15000	$0.75	$11,250.00
5.	**Performance Turf, Sod**	Hydroseeding Bahia, Tack ***OPTIONAL***	15000	$0.49	$7,350.00

Total **$122,600.00**

Note to customer

Excavate and regrade all swales in ROW, approx. 3000LF, on Palmetto, Avalon, Lantana and Lehigh Av. All will be regraded to ensure positive flow from one drive to the next (invert to invert). If no invert present in driveway, will be excavated approximately 2" below top of driveway for sod ready installation (pallet bahia) or 1" below for hydroseeding.

Accepted date **Accepted by**

Staff Report

City Commission Regular Meeting

April 9, 2026

To:	City Commission
From:	Dale Martin, City Manager
Meeting Date:	April 9, 2026
Item Name:	Resolution 2026-31. A Resolution by the City Commission of the City of Flagler Beach, Florida, approving the reimbursement of costs incurred by the City Manager in response to a State of Florida Commission on Ethics complaint; providing for conflict and providing for an effective date.

Background:
On June 23, 2025, Ms. Midori Imhoof, 261 Ocean Palm Drive, Flagler Beach, Florida, submitted a complaint with the State of Florida Commission on Ethics, "regarding the unethical conduct and neglect the citizens to inform by Mr. Dale Martin in relation to Mr. Jeff Ryan, the leaseholder of the public golf course of Flagler Beach." The documents related to the complaint, the investigation, and the resolution of the complaint are attached, most notably the Final Public Report:

Based on the preliminary investigation of the complaint and the recommendation of the Commission's Advocate, the Commission on Ethics finds there is no probably cause to believe the Respondent, who serves as the City Manager for the City of Flagler Beach, violated Section 112.313(6), Florida Statutes, by corruptly using his official position and/or a resource within his trust to secure a special privilege, benefit, or exemption for himself and/or another; and finds there is no probable cause to believe the Respondent violated Section 112.313(8), Florida Statutes, by using and/or disclosing information not available to the public, and gained by reason of his official position, for the benefit of himself or another, as alleged in the complaint.

Accordingly, this complaint is dismissed with the issuance of this public report.

Ordered by the State of Florida Commission on Ethics meeting in executive session on January 23, 2026.

The City Manager's contract is also attached. Paragraph 17 of the contract states:

17. Indemnification. *Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the course and scope of*

Employee' s duties as City Manager or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities, unless the act or omission involved willful or wanton conduct. Employer may choose, in its sole discretion, the appropriate attorney or firm to represent Employee as provided herein.

Legal representation, provided by Employer for Employee, shall extend until a final determination of the legal action including any appeals brought by either party. Employer shall indemnify Employee against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorneys fees, and any other liabilities incurred by, imposed upon, or suffered by such Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his or her duties. Any settlement of any claim must be made with prior approval of Employer in order for indemnification, as provided in this Section, to be available.

Employee recognizes that Employer shall have the right to compromise and settle any claim or suit covered by this indemnity obligation. If Employee is a named party to any such litigation or claim, he shall have the right to decline to settle the litigation or claim as to himself, but in such event Employer shall have the right to opt to no longer defend and/ or indemnify Employee.

The City Manager seeks reimbursement for legal and other costs associated with responding to the State of Florida Commission on Ethics Complaint 25-152, totaling $10,783.46 (see attached documentation).

Fiscal Impact:
The funds for this reimbursement will be drawn from the Legal Department, Contracted Services (5141.303400).

Staff Recommendation:
NA

Attachments:
1. Resolution 2026-31 Ethics Reimbursement
2. Contract Agreement- Dale L. Martin
3. State of Florida Commission on Ethics Complaint 25-152
4. Representation Agreement- Dale Martin
5. Notice of Appearance
6. Letter and Order to Investigate (less Exhibits)
7. Response to Report of Investigation
8. Correspondence from Ethics Commisson - November 13, 2025
9. Meeting Notice
10. Final Public Report
11. Invoices

RESOLUTION 2026-31

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, APPROVING THE REIMBURSEMENT OF COSTS INCURRED BY THE CITY MANAGER IN RESPONSE TO A STATE OF FLORIDA COMMISSION ON ETHICS COMPLAINT; PROVIDING FOR CONFLICT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Mr. Dale L. Martin serves as the City Manager of Flagler Beach in accordance with a contract dated July 27, 2023; and,

WHEREAS, Ms. Midori Imhoof of Flagler Beach filed a complaint dated June 23, 2025, against Mr. Martin with the State of Florida Commission on Ethics, alleging that Mr. Martin had violated the Code of Ethics for Public Officers and Employees; and,

WHEREAS, the Commission on Ethics investigated the complaint and on January 23, 2026, dismissed the complaint, citing no probable cause for violations of Section 112.313(6) and Section 112.313(8); and,

WHEREAS, Mr. Martin, under the provisions of the aforementioned contract, specifically in Section 17,

> "Employer shall indemnify Employee against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorneys fees, and any other liabilities incurred by, imposed upon, or suffered by such Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his or her duties,"

seeks reimbursement for his costs incurred during the resolution of the complaint;

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

SECTION 1. The City Commission approves the reimbursement of $10,783.46 to City Manager Dale L. Martin, with said funds drawn from the Legal Department, Contractual Services.

SECTION 2. All Resolutions and parts of Resolutions in conflict with this Resolution are hereby repealed.

SECTION 3. 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 March, 2026.

CITY OF FLAGLER BEACH, FLORIDA

PATTI KING, MAYOR

ATTEST:

PENNY OVERSTREET, CITY CLERK

CITY MANAGER EMPLOYMENT AGREEMENT

Introduction

This City Manager Employment Agreement ("the Agreement") is made and entered into this 27th day of July, 2023, by and between the **City of Flagler Beach** a Florida municipal corporation, (hereinafter called "Employer") and **Dale L. Martin,** (hereinafter called "Employee") an individual who has experience in local government management, both of whom agree as follows:

Section 1: Term

The initial term of Employee's employment with Employer shall commence on July 29, 2023 and terminate at the close of business on the third anniversary following such date ("Initial Term"), subject to the provisions for early termination as set forth herein. The term of employment shall be automatically renewed for additional successive one year terms (each a "Renewal Term" and together with the Initial Term, the "Term") unless either party gives written notice to the other at least sixty (60) days prior to the otherwise scheduled termination of the Initial Term or Renewal Term that he or it, as the case may be, does not intend the Term of employment to continue beyond such anniversary. The City Commission of the City of Flagler Beach may terminate Employee's employment as provided in Section 3.02 of the City Charter during the Term in a manner consistent with the provisions of this Agreement.

Section 2: Duties and Authority

Employer agrees to employ Employee as City Manager to perform the functions and duties specified in the City Charter and City Code of Ordinances and to perform other legally permissible and proper duties and functions.

Section 3: Compensation

Employer agrees to pay Employee an starting annual base salary of $156,000, payable in installments at the same time the other management employees of Employer are paid. On October 1, 2023, Employee's annual base salary shall be increased to $165,000. Subsequently, Employer may increase the compensation of Employee dependent upon the results of an annual performance evaluation conducted by the City Commission.

Section 4: Health, Disability and Life Insurance Benefits

Employer agrees to provide and to pay the full premiums for health insurance for the Employee, and to provide dental, vision, disability and life insurances for Employee to the same extent such benefits are, at the time of this Agreement or in the future, provided to any management employee of Employer consistent with Employer's approved benefits package. In addition, Employer shall pay one-half of the premiums for Employee's spouse to participate in Employer's group health insurance plan. Employer shall extend to Employee any benefits provided to any management employee of Employer consistent with Employer's approved benefits package related to spousal insurance coverage that may become available in the future.

Section 5: Vacation, Annual Leave and Sick Leave

Employee shall be given all scheduled holidays allowed to other general employees.

Employee shall commence employment with 40 hours of annual leave and 32 hours of sick leave.

Employee shall accrue annual leave days at the maximum rate of 120 hours per year throughout the duration of this Agreement. Employee shall not use more than two (2) consecutive weeks of annual leave days during any year of his employment without the advance agreement of Employer to such use, or unless the result of an extenuating circumstance such as flight cancelation, sickness, weather delay, et cetera. Employee is entitled to carry over annual leave days from one year to the next up to a maximum of 120 hours of Employee's annual accrual. The City Commission, by affirmative vote on a case by case basis, may in its sole discretion allow Employee to carry over more than 120 hours of Employee's annual accrual from one year to the next.

Employee shall also accrue 8 hours per month of sick leave per each year of employment in accordance with the personnel policy manual of Employer, including any rollover and use limits placed thereon, as same may be amended by Employer from time to time. Said sick leave is not compensable upon Employee's cessation of employment with Employer for any reason.

Section 6: Automobile Allowance

Employer shall reimburse Employee at the IRS standard mileage rate for any official business use of his personal vehicle. It is understood that the IRS standard mileage rate may go up or down as set by the IRS from time to time.

Section 7: Retirement Benefits

Employer shall contribute to an IRS 401(a) plan on behalf of Employee at the rate of 6.5% of Employee's salary, which is the same percentage of salary that is contributed for other general employees of the City.

In addition to Employer's 401(a) contribution referenced above, Employer agrees to execute all necessary agreements or documents to allow Employee's participation or continuation in the Section 457 deferred compensation plan of Employee's choosing.

Section 8: Professional Development, Dues and Subscriptions; Cell Phone

Employer agrees to budget for and to pay for Employee's professional license fees and continuing professional education classes required for the Employee to maintain his professional license.

Additionally, Employer agrees to budget for and to pay the professional dues and subscriptions of Employee reasonably necessary for his continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for Employee's continued professional participation, growth, and advancement, and for the good of Employer, subject to the approval of the Employer and in accordance with City policies.

Employee may use his personal cell phone for City related calls and understands the implications of public records law in making such decision. For so long as Employee uses his personal cell phone for City related business, Employee shall receive a cell phone allowance of fifty dollars ($50.00) per month. If at any time Employee decides to accept a City paid cellular account for City related business, the cell phone allowance shall be removed from the compensation package.

Section 9: No Reduction in Benefits

Employer shall not, at any time during the term of this Agreement, reduce the salary, compensation or other financial benefits of Employee, except in the case of such a reduction across the board for all department heads of Employer, and then only in the same proportion to those department heads.

Section 10: Parity in Benefits

Employee is entitled to any employment benefit which is now furnished to or is hereafter furnished to any City Department Head, not including items which are already covered by this Agreement.

Section 11: Termination

Any one of the following acts or events shall constitute termination of this Agreement and Employee's employment under it:

1. A vote of the City Commission pursuant to City Charter Section 3.02 to terminate this Agreement and Employee's employment under it without cause.

2. A vote of the City Commission pursuant to City Charter Section 3.02 to terminate this Agreement and Employee's employment under it for cause. For purposes of this paragraph "cause" shall be defined to mean:

a. the commission by Employee of any embezzlement or other act of dishonesty toward the Employer;

b. the conviction, including by plea of no contest, of Employee for any felony;

c. willful damaging of Employer's real or personal property;

d. abuse of alcohol, narcotics or other controlled substances, including any conviction, including by plea of no contest, of Employee for operating a motor vehicle under the influence or for public intoxication;

e. willfully causing physical injury to any other employee of Employer;

f. the commission by Employee of unlawful sexual harassment of any other employee of Employer;

g. any other act involving moral turpitude or that would tend to bring dishonor or embarrassment to Employer;

h. the physical or mental incapacity of Employee, as determined by an independent third party physician, which renders Employee unable to perform his duties and which lasts for ninety (90) consecutive days.

i. employee's decision to move somewhere other than within the City of Flagler Beach after relocating to the City in accordance with this Agreement.

j. any act of misconduct as defined in Section 443.036(30), Florida Statutes.

With respect to subsections (a), (c), (d), (e), (f), (g), and (j) above, no "cause" shall be deemed to exist unless and until an independent third party investigator appointed by Employer issues a determination that Employee has engaged in conduct constituting "cause".

3. Final action by Employer, citizens or the Florida Legislature to amend any provisions of the City Charter, ordinances or other legislation governing the role, powers, duties, authority or responsibilities of Employee's position that substantially changes the form of government of the City. Under such circumstances, Employee shall have the right to declare that such amendments constitute termination, and his doing so will constitute formal termination of this Agreement.

4. Employee's written declaration of termination following a request for his resignation by Employer or an offer of Employer to accept his resignation.

5. Employee's written declaration of termination following a breach of this Agreement by Employer, including without limitation a failure by Employer to pay to Employee any of the compensation or benefits due pursuant to this Agreement. Such declaration of termination shall only be effective after Employee has provided written

notice to Employer of the breach and at least sixty (60) days for the Employer to cure the breach. Such notice period shall not be shortened except by mutual agreement by the parties. In the event any breach is cured prior to the expiration of the cure period, the termination pursuant to this paragraph shall not become effective.

6. The death of Employee.

Section 12: Severance

.Except as otherwise expressly provided herein, if Employee's employment is terminated as defined in Section 12 during the Initial Term or any Renewal Term, Employer shall provide Employee severance equal to twenty (20) weeks. No severance shall be paid to Employee if Employee's employment is terminated for the reasons described in Section 12, Paragraph 2, or Section 12, Paragraph 6.

As additional severance, Employee shall also be compensated for all accrued annual leave days.

For the period of time following Employee's termination equal to the number of months for which Employee is receiving severance, Employer shall pay, as a lump sum, its normal Employer portion of Employee's health insurance and any other insurance for which the Employer pays a portion at the time of termination for Employee and dependants, if any.

Severance shall be paid in a lump sum unless otherwise agreed to by Employer and Employee. All required and applicable payroll deductions will be made from any such payment.

Section 13: Resignation

In the event that Employee voluntarily resigns his position with Employer for reasons other than those set forth in Section 12 above, Employee shall provide a minimum of sixty (60) days notice unless the parties agree otherwise and shall not be entitled to any severance. In the event the parties agree to a shorter notification period for resignation, such agreement shall in no event be interpreted as Employer exercising a termination of Employee.

Section 14: Performance Evaluation

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

Section 15: Hours of Work

It is recognized that Employee must devote a great deal of time outside the normal office hours on business for Employer, and to that end Employee shall be

allowed to establish an appropriate work schedule but must work a minimum of forty (40) hours per week unless on other approved leave.

Section 16: Outside Activities

The employment provided for by this Agreement shall be Employee's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to Employer and the community, Employee may, upon the approval in advance of Employer, elect to accept teaching, consulting or other business opportunities with the understanding that such limited arrangements shall not constitute interference with or a conflict of interest with his responsibilities under this Agreement.

Section 17: Indemnification

Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the course and scope of Employee's duties as City Manager or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities, unless the act or omission involved willful or wanton conduct. Employer may choose, in its sole discretion, the appropriate attorney or firm to represent Employee as provided herein.

Legal representation, provided by Employer for Employee, shall extend until a final determination of the legal action including any appeals brought by either party. Employer shall indemnify Employee against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorneys fees, and any other liabilities incurred by, imposed upon, or suffered by such Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his or her duties. Any settlement of any claim must be made with prior approval of Employer in order for indemnification, as provided in this Section, to be available.

Employee recognizes that Employer shall have the right to compromise and settle any claim or suit covered by this indemnity obligation. If Employee is a named party to any such litigation or claim, he shall have the right to decline to settle the litigation or claim as to himself, but in such event Employer shall have the right to opt to no longer defend and/or indemnify Employee.

Section 18: Bonding

Employer shall bear the full cost of any fidelity or other bonds required of Employee under any law or ordinance.

Section 19: Other Terms and Conditions of Employment

Employer shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such

terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Charter or any other law.

Section 20: Notices

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

TO EMPLOYER: Mayor
City of Flagler Beach
P.O. Box 70
Flagler Beach, FL 32136

TO EMPLOYEE: Dale L. Martin
92016 Woodlawn Drive
Fernandina Beach, FL 32034

Either party may update its or his address for notice as necessary from time to time.

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 21: Residency; Relocation and Housing Stipend

City Charter Section 3.01 requires the City Manager to reside in the City of Flagler Beach. Employee shall within ninety (90) days from the commencement of his employment pursuant to this Agreement relocate to a permanent residence located within the City of Flagler Beach. The City Commission by affirmative vote may upon good cause shown extend this period for up to an additional ninety (90) days.

Employer shall pay Employee a relocation stipend in the amount of $15,000.00 to be used by Employee solely for moving expenses and temporary housing costs. Such stipend shall be paid to Employee in a lump sum with his first regularly-scheduled paycheck. Employee shall retain receipts for all moving expenses and temporary housing costs and shall return to the City any portion of the stipend not used within 180 days of the date of this agreement.

Section 22: General Provisions

A. Integration. This Agreement sets forth and establishes the entire understanding between Employer and Employee relating to the employment of Employee by Employer. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.

B. Binding Effect. This Agreement shall be binding on Employer and Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.

C. Effective Date. This Agreement shall become effective on July 29, 2023.

D. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

"EMPLOYER"	"EMPLOYEE"
City of Flagler Beach	**Dale L. Martin**
Suzie Johnston, Mayor	Dale L. Martin

CITY OF FLAGLER BEACH FLORIDA SEAL

Luis M. Fusté
Chair
Paul D. Bain
Dr. James Bush, III
Laird A. Lile
Ashley Lukis
Linda Stewart

State of Florida
COMMISSION ON ETHICS
P.O. Drawer 15709
Tallahassee, Florida 32317-5709

325 John Knox Road
Building E, Suite 200
Tallahassee, Florida 32303

Kerrie J. Stillman
Executive Director

Steven J. Zuilkowski
Deputy Executive Director/
General Counsel

(850) 488-7864 Phone
(850) 488-3077 (FAX)
www.ethics.state.fl.us

"A Public Office is a Public Trust"

Received
JUN 27 2025
City of Flagler Beach

June 24, 2025

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

DALE L. MARTIN
CITY OF FLAGLER BEACH
105 S. 2ND STREET
FLAGLER BEACH, FL 32136

Confidential

RE: Complaint No. 25-152, In re DALE L. MARTIN

Dear DALE L. MARTIN:

The above-captioned complaint, recently received in the office of the Commission on Ethics, is being transmitted to you pursuant to the requirements of Section 112.324, Florida Statutes. This office will forward all future correspondence in this matter to you at the above-listed mailing address unless otherwise notified of a change in your address. This transmittal is a routine administrative requirement which should not be construed as an approval, disapproval, or judgment of the complaint, either as to its terminology or merits.

Please note that this complaint, as well as all of the Commission's proceedings and records relating to the complaint, remain confidential either until you make a written request to the Commission that such records be made public or until the complaint reaches a stage in the Commission's proceedings where it becomes public. Unless we receive a written waiver of confidentiality from you, our office is not free to release any documents or to comment on this complaint to members of the public or the press, so long as the complaint remains in a confidential stage. The Commission's procedures on confidentiality do not govern the actions of the complainant or the respondent.

The following information is submitted to aid you in understanding the review that a complaint may go through under the Commission's rules. The first stage in our complaint process is a determination of whether the allegations of the complaint are legally sufficient, that is, whether they indicate a possible violation of any law over which the Commission has jurisdiction. If the complaint is found not to be legally sufficient, the Commission will order that the complaint be dismissed without investigation and all records relating to the complaint will become public at that time.

If the complaint is legally sufficient but pertains solely to allegations of errors or omissions in financial disclosure forms, a determination will be made as to whether the error(s) or omissions(s) are significant to investigate. If the error(s) or omissions(s) are determined to be minor or inconsequential, you will be so notified and will be given 30 days in which to correct the error(s) or omission(s). If the correction is made, the complaint will be dismissed. If no correction is made, the complaint will advance to the next step in the process.

If the complaint is found to be legally sufficient, a preliminary investigation will be undertaken by the investigative staff of the Commission. The next stage of the Commission's proceedings involves the preliminary investigation of the complaint and a decision by the Commission of whether there is probable cause to believe that there has been a violation of any of the ethics laws. If the complaint is investigated, you and the complainant will be given an opportunity to speak with the investigator. You also will be sent a copy of our investigative report prior to any action by the Commission and will be given the opportunity to respond to the report in writing.

If the Commission finds that there is no probable cause to believe that there has been a violation of the ethics laws, the complaint will be dismissed and will become public at that time.

If the Commission finds that there is probable cause to believe there has been a violation of the ethics laws, the complaint becomes public and enters the last stage of proceedings, which requires that the Commission decide whether the law actually was violated and, if so, whether a penalty should be recommended. At this stage, you have the right to request a public hearing (trial) at which evidence would be presented, or the Commission may order that such a hearing be held. Public hearings usually are held in or near the area where the alleged violation occurred.

You are entitled to be represented by legal counsel during our proceedings. Upon written request, documents and notices regarding the complaint will be provided to your attorney.

If you are unfamiliar with the ethics laws and the Commission's responsibilities, I encourage you to access our website at www.ethics.state.fl.us, where you will find publications, rules, and other information. If there are any questions concerning this complaint or the procedures being followed by the Commission, please feel free to contact Ms. Millie Fulford, our Complaint Coordinator, at (850) 488-7864.

Sincerely,

Kerrie J. Stillman
Executive Director

Enclosure

cc: MIDORI IMHOOF, Complainant

FLORIDA
COMMISSION ON ETHICS

JUN 23 2025

RECEIVED
ORIGINAL

Florida Commission on Ethics

P.O. Drawer 15709, Tallahassee, Florida 32317-5709
"A Public Office is a Public Trust"

COMPLAINT

25-152

1. PERSON BRINGING COMPLAINT:

Name: Midori Imhoof Telephone: 407-731-0247

Address: 261 Ocean Palm Dr.

City: Flagler Beach County: Flagler State: FL ZIP: 32136

2. PERSON AGAINST WHOM COMPLAINT IS BROUGHT:

Use a separate complaint form for each person against whom you are filing a complaint.

Name: Mr. Dale L. Martin Telephone: 386-517-2000 X222
(M) (904) 557-5047

Address: The City of Flagler Beach; 105 S. 2nd St.

City: Flagler Beach County: Flagler State: FL ZIP: 32136

Title of office or position held or sought: City Manager

3. STATEMENT OF FACTS:

Please provide a full explanation of your complaint, describing the facts and the actions of the person named above and why you believe he or she violated the law, and include a statement of how you became aware of these facts. Include relevant dates and the names and addresses of people whom you believe may be witnesses. Please do not submit more than 15 pages, including this form. Please do not submit video or audio tapes, CD, DVDs, flash drives, or other electronic media; such material will not be considered part of the complaint and will be returned.

4. OATH:

I, the person bringing this complaint, do swear or affirm that the facts set forth in the foregoing complaint and attachments thereto are true and correct to the best of my knowledge and belief.

SIGNATURE OF COMPLAINANT

STATE OF Florida
COUNTY OF Flagler

Sworn to (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization, this 16 day of June, 20 25, by Midori Imhoof
(name of person making statement)

Neisha Bermudez
(Signature of Notary Public)

Neisha Bermudez
(Print, Type, or Stamp Commissioned Name of Notary Public)

Notary Public State of Florida
Neisha Bermudez
My Commission HH 574682
Expires 7/24/2028

Personally Known ____ OR Produced Identification ✓
Type of Identification Produced: Drivers license

FORM 50 - Effective 11/2024
Incorporated by reference in Rule 34-7.010(1)(b), F.A.C.

TO:
Florida Commission on Ethics
3600 Maclay Blvd. South, Suite 201
Tallahassee, FL 32312

6/14/2025

3. **Statement of Facts:**

Subject: Complaint Regarding Unethical Conduct of the City Manager, Mr. Dale Martin on the City of Flagler Beach golf course sale.

Dear Members of the Florida Commission on Ethics,

I am writing to formally submit a complaint regarding the unethical conduct and neglect the citizens to inform by Mr. Dale Martin in relation to Mr. Jeff Ryan, the leaseholder of the public golf course of Flagler Beach. As a concerned citizen, I believe it is important to bring this matter to your attention.

The city used to lease the course to the operator, Ocean Palms Golf Club LLC. Unfortunately, the operator didn't maintain playable standards, and he didn't provide proper financial accounting to the city. Due to these reasons, on January 25, 2024, the lease was terminated, then, KTS Holdings LLC and co-signer, Leisure Holdings LLC was chosen to take over the lease despite the other two parties also expressing the interest, but denied.

I became aware of the facts late August in 2024 and reached out the one of the commissioners and Mr. Martin via email questioning of the status of the golf course. I am including the information how Mr. Martin, the city manager, has started to plan to sell the golf course without publicly notifying the residents and citizens of Flagler Beach from the public documentation.

Note: Following statements (* marks) are the public documentation from the city of Flagler Beach.

***On October 23, 2023**, Mr. Drew Smith, the city attorney, asked Mr. Martin to have a lunch meeting with a person, Mr. Jeff Ryan from Leisure Holdings LLC discussing the golf course.
This demonstrates the communication outside of public view clearly.
***On November 7, 2023**, Jeff Ryan sent an email thanking Mr. Martin to meet him. **There is no public record for the meeting contents.**
***On January 25, 2024**, Jeff Ryan had started to manage the golf course based on the lease contract.
***On May 22, 2024**, one of the concerned citizens submitted a complaint email regarding the golf course being not maintained properly to Ms. Harlan, city's financial director.
***On June 13, 2024**, Ms. Harlan responded back to the citizen stating that she notified Mr. Matin about the concerns with the golf course and promised to keep the concerned citizen informed.
***On August 19, 2024**, **Ms. Harlan was asked by Mr. Martin, the city manager, to communicate with the city attorney regarding the formal process the city needs to have in order to remain compliant: regarding events that took place on the weekends, misuse of golf carts, lack of routine checks, maintenance schedule, vegetation pickup, etc. That has stopped for several months.**

***On August 21, 2024**, Mr. Drew Smith, the city attorney, responded to **Ms. Harlan stated the tenant, Jeff Ryan, is not keeping in compliance with the lease.**

Quote: "It sounds like it is not really about us keeping in compliance but rather the tenant keeping in compliance with the lease. To the extent that there are maintenance or use issues out there, the City should follow up with the tenant on those because otherwise the Commission will start hearing from the neighbors of the course (**they probably already have if it doesn't look like the new tenants are doing a better job than the old tenants in keeping it up - that was the reason we evicted the old tenant.**) I recognize they are working on a new model for the course and I know the City is giving some grace while they do that. From my perspective, based on the things that have been voiced from neighbors at Commission meetings in the past mostly, the following would be a list things that if there is problem we should probably be addressing pretty quick: overgrown grass or other vegetation (that would definitely upset the neighbors); poorly functioning or non-functioning irrigation (the City should be ensuring the tenant is not allowing economic waste, if the grass-particularly the greens-dies that is a problem; if the course is non-playable that will get some of neighbors out, the ponds on the course are part of the City's stormwater system, so if those are not being properly maintained, that too is probably something the City should be communicating with the tenant about.
It might be helpful to go back to having someone visit the course and interact with the tenant on an occasional basis again.
Happy to discuss further.

Drew
The city attorney's email shows that Mr. Martin is not conducting his responsibility to oversee the course for the taxpayers. Instead, he was waiting for Jeff Ryan's plan for possible sale of the golf course.

On September 5, 2024, I, Midori Imhoof, sent an email to Mr. Martin and Ms. Mealy (a commissioner at that time) questioning about the golf course status. Received the response from Ms. Mealy that she will provide me more information after the weekend. Mr. Martin also responded how to locate the detailed information about the conceptual renovation planning. The conceptual plan includes 30,000 sq ft of the building for events and a restaurant for private purposes.
On September 6, 2024, Midori Imhoof requested Ms. Mealy to meet in person. Ms. Mealy suggested to meet at the city library for more explanation.
***On September 17, 2024,** Dale Martin received an email from Jeff Ryan mentioning the purchase of the golf course. **It wasn't informed to the taxpayers publicly.**
On September 29, 2024, I sent an email to Dale Martin based on the size of the clubhouse and the conceptual golf course plan. **No acknowledgement email from Dale Martin.**
***On December 17,2024,** Dale Martin received an email from **Jeff Ryan informing Dale about the ERP Permit and moving forward toward the purchase.**
Prior to February 12, 2025, Mark Imhoof contacted Ms. Jean Mealy over the phone regarding the sale of the golf course. Her response was that the golf course was sold to Jeff Ryan.
On February 12, 2025, I sent an email to Ms. Patti King, the city mayor, regarding the sale of the golf course that the citizens weren't informed about.
On the same day, she responded that she was not aware of any issues with the golf course.
On February 21, 2025, I sent another email to Ms. King. She stated that she was not aware of the information on the sale of the golf course. However, I asked again that the commissioner, Jane Mealy, said the golf course was sold. Therefore, Ms. King responded back to my email stating that she will reach out to the city manager, Dale Martin, to get the answer.

***On February 24, 2025, Ms. King responded back with the answer.**
Quote: Good day, I have been assured by our city manager that this is most definitely not the case. The city is still the owner of the golf course, with no current plans to sell.
***On March 13, 2025,** Dale Martin sent out the email to the elected officials **including Jeff Ryan** and the city attorney regarding the appraisals for the golf course with the attachment.
This attests favoritism.
***On April 4, 2025,** Dale Martin received an email from Jeff Ryan asking for Drew, the city attorney, to initiate a letter of intent of purchase.
***On April 8, 2025,** Dale Martin sent an email to Drew Smith.
Quote: Golf-Course - with two of the three appraisals received, could you begin to craft the framework of a sales resolution. We can then be prepared to assign the price for the leaseholder after appropriate negotiations.
***On April 8, 2025,** Dale Martin informed Jeff Ryan regarding the request to develop a framework document for the possible sale of the golf course by the city attorney. He also stated that the city will begin formal consideration of the sale within the next-sixty days.
***On May 1, 2025, The concerned citizens conducted the citizen petition.**
The petition was delivered to the city office by Rich Phelan. That was filed per the current lease agreement and submitted to Dale Martin including the city officials.
Neither Mr. Martin nor the rest of the city officials never acknowledged the citizens' petition. Also the concerned citizens requested to keep citizens informed.
Unfortunately, no acknowledgement emails from the city officials.
On May 8, 2025, The golf course was on the agenda for the Commissioner's Meeting on this day. The Chairman assured us that a Workshop for the golf course will be conducted later.
Note: as of today, June 15, 2025, no word for a workshop from the city.
***On May 20, 2025,** The concerned citizens sent an email to Mayor King as follow-up to the meeting on May 8, 2025 regarding the golf course.

The impact of this behavior has been significant and is affecting the citizen's and our neighbors' lives. Mr. Martin's hasty decision selling the shy of 40 acres of land secretly to a developer caused a lot of confusion between the lessee and this community. What we hear from the city side's expressions during the commissioner meetings and one commissioner's comment on the FlaglerLive news, the former commissioner, Ms. Mealy's comments, the developer, Landmark Groups/Compass' commercial video on the YouTube on January 25, 2024 are mismatching.
I have attached public documents to support my claims.

I respectfully request that the Commission investigate this matter and take appropriate action to address the unethical behavior exhibited by Mr. Dale Martin, the city manager of Flagler Beach. Thank you for your attention to this important issue. I can be reached at rachmpc2@gmail.com **for any further information or clarification.**

Sincerely,

Midori Imhoof

Outlook

RE: Ocean Palm

From Dale Martin <dmartin@cityofflaglerbeach.com>
Date Mon 10/23/2023 3:22 PM
To Drew Smith <dsmith@shepardfirm.com>
Cc Kate Settle <KSettle@cityofflaglerbeach.com>

Good afternoon, Drew:
I have a 1:00 meeting with one of the interested stormwater consulting engineers, but am available earlier (after 11:00).
What is Mr. Ryan's interest in the City Golf Course?

Mr. Dale L. Martin
City Manager
City of Flagler Beach
PO Box 70
Flagler Beach, FL 32136
(386) 517-2000 ext. 222
dmartin@cityofflaglerbeach.com

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]www.cityofflaglerbeach.com

From: Drew Smith
Sent: Monday, October 23, 2023 3:11 PM
To: Dale Martin
Cc: Kathleen Settle
Subject: FW: Ocean Palm

Dale:
Are you available for lunch with Mr. Ryan on Monday, November 6? If so, I can drive over there and we can meet with Mr. Ryan together. No problem if not.
Thanks.
Drew

D. ANDREW SMITH, III | ATTORNEY AT LAW
BOARD CERTIFIED - CITY, COUNTY & LOCAL GOVERNMENT LAW

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From: Jeff Ryan <jryan@cureputters.com>
Sent: Monday, October 23, 2023 3:07 PM
To: Drew Smith <dsmith@shepardfirm.com>
Cc: dmartin@cityofflaglerbeach.com; tj@meadowscenter.com
Subject: Re: Ocean Palm

Hey Drew,
The 6th works here.....
Let us know a time and place that works for you and we will be there.
I'm sure your clients in Polk county are lovely but Flagler is a much better venue for the day...
Kindest Regards,

Jeff Ryan, PGA
CO-FOUNDER
Cure Putters
The Industry Leader in High MOI Putters!
jryan@cureputters.com
www.cureputters.com

On Mon, Oct 23, 2023 at 12:01 PM Drew Smith <dsmith@shepardfirm.com> wrote:

> Jeff:
> I'm in Polk County all day for a meeting on the 3rd but I have nothing on my calendar for the 6th.
> Thanks.
> Drew
> **D. ANDREW SMITH, III** | ATTORNEY AT LAW
> BOARD CERTIFIED - CITY, COUNTY & LOCAL GOVERNMENT LAW

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From: Hollie Harlan
To: Melissa
Subject: RE: S Central/Ocean Palm Dr corner Overgrown and Trash on Clubhouse Dr
Date: Thursday, June 13, 2024 4:19:00 PM

Hi Melissa, I did let Dale (our city manager) know about your concerns with the golf course owners on the weekends and lack of watering– he is meeting with them at the end of the month to discuss requested renovations and some updates to the lease.

The public works directly also notified the city manager about the grass issue.

Any updates I receive from this, I will keep you informed.

Regarding the cement issue that keeps getting damaged, the city manager is working with public works on a cohesive plan to determine what streets and sidewalks get repaired when. There are other areas of concern throughout the city as well– so hes working to determine on prioritization of repairs. So this too, is on his radar.

From: Melissa <melissabeachlife1994@gmail.com>
Sent: Wednesday, May 22, 2024 1:38 PM
To: Hollie Harlan <HHarlan@cityofflaglerbeach.com>
Subject: S Central/Ocean Palm Dr corner Overgrown and Trash on Clubhouse Dr

Please find attached photos of the corner overgrown, this makes a hazard trying to turn out of the end of the street. I did see the maintenance crew at the water tower a few weeks ago, but they were just hanging out smoking...maybe it was breaktime! Regardless they did not take the time to drive around the block and clean/maintain City property.

The second issue is on Clubhouse Drive, there has been debris all over the side of the road for over a year now and the opposite side of the road is all washed out and unsafe.

It's very upsetting that this end of town is not maintained and basically forgotten about. I follow the weekly messages about what all the departments have done for that week and all I ever read is about the CRA district being maintained. I can tell you from my experience those areas are not maintained either, the sidewalks are overgrown, trees are overgrown in front of stop signs, holes along sidewalks, etc. I do not want to be the person that complains, but if my neighborhood is not maintained on the south side of town and the CRA is not maintained, where are these employees and what are they doing? Why is no one held accountable?

As always I appreciate all your effort, I know it's not an easy job.

From: Hollie Harlan <HHarlan@cityofflaglerbeach.com>
Sent: Monday, August 19, 2024 12:12 PM
To: Drew Smith <dsmith@shepardfirm.com>
Subject: Golf Course

Hi Drew, sorry for all the questions being thrown at you, this one isn't a huge rush.

Regarding the city owned golf course. I have had a resident reach out to me more than once regarding events that are taking place over there on the weekends and at times, nights, misuse of golf carts, etc. We used to have someone going down there on a routine basis to ensure the liquor license is posted, the ponds are on a current maintenance schedule, vegetation pickup, etc. That has stopped for several months now.

Dale wanted me to ask what formal process we need to have in order to remain compliant regarding these issues.

Hollie Harlan
Finance Director
C: 386-627-4557
P: 386-517-2000 ext229

Outlook

Ocean Palm Asset purchase agreement

From Jeff Ryan <jryan@cureputters.com>
Date Tue 12/17/2024 1:35 PM
To Dale Martin <dmartin@cityofflaglerbeach.com>; Drew Smith <dsmith@shepardfirm.com>; T Seoni <tkpropllc@gmail.com>

Hi Guys,

I wanted to touch base on the asset purchase.. The ERP Permit is going to be coming in soon, and would like to know what we need to have happen for a hard purchase number, and agreement to be in place. We are ready to move forward with our financing, but will need this underway..
Hope you guys have a great Holdiay!

Best,

Jeff Ryan, PGA
CO-FOUNDER
Cure Putters
The Industry Leader in High MOI Putters!
305.393.3420
jryan@cureputters.com
www.cureputters.com

From: Hollie Harlan <HHarlan@cityofflaglerbeach.com>
Sent: Wednesday, August 21, 2024 10:31 AM
To: Dale Martin <dmartin@cityofflaglerbeach.com>
Subject: FW: Golf Course - Drew's Comments

FYI: Drew's recommendation is to dedicate someone to routinely review the golf course to ensure vegetation is addressed, the irrigation should be on, and the pond's are being maintained.

From: Drew Smith <dsmith@shepardfirm.com>
Sent: Wednesday, August 21, 2024 10:19 AM
To: Hollie Harlan <HHarlan@cityofflaglerbeach.com>
Subject: RE: Golf Course

It sounds like it is not really about us keeping in compliance but rather the tenant keeping in compliance with the lease. To the extent that there are maintenance or use issues out there, the City should follow up with the tenant on those because otherwise the Commission will start hearing from the neighbors of the course (they probably already have if it doesn't look like the new tenants are doing a better job than the old tenants in keeping it up—that was the reason we evicted the old tenant). I recognize they are working on a new model for the course and I know the City is giving some grace while they do that. From my perspective, based on the things that have been voiced from neighbors at Commission meetings in the past mostly, the following would be a list of things that if there is problem we should probably be addressing pretty quick: overgrown grass or other vegetation (that would definitely upset the neighbors); poorly functioning or non-functioning irrigation (the City should be ensuring the tenant is not allowing economic waste, if the grass-particularly the greens-dies that is a problem; if the course is non-playable that will get some of the neighbors out, the ponds on the course are part of the City's stormwater system, so if those are not being properly maintained, that too is probably something the City should be communicating with the tenant about.

It might be helpful to go back to having someone visit the course and interact with the tenant on an occasional basis again.

Happy to discuss further.

Thanks.

Drew

D. ANDREW SMITH, III | ATTORNEY AT LAW
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<image002.jpg>

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<image003.png>

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Outlook

Re: External - Ocean Palm Asset purchase agreement

From Jeff Ryan <jryan@cureputters.com>
Date Fri 12/20/2024 10:06 AM
To Dale Martin <dmartin@cityofflaglerbeach.com>
Cc Drew Smith <dsmith@shepardfirm.com>; T Seoni <tkpropllc@gmail.com>

Hi Dale,

That's great news, thank you for the update. In your experience do you have an idea of the time for the solicitation, and appraisal to happen? Obviously over the holidays nothing will be moving, but once everyone is back to it?....

As an aside, to keep everyone in the loop, the lease extension may not be necessary as one of the private equity groups will more than likely be involved. If this occurs it will not be necessary for the bank. I will know more definitively after the holidays. I also dropped by and took care of the property taxes last week if you didn't receive word.

Have a Merry Christmas,

Jeff Ryan, PGA
CO-FOUNDER
Cure Putters
The Industry Leader in High MOI Putters!
305.393.3420
jryan@cureputters.com
www.cureputters.com

On Fri, Dec 20, 2024 at 8:33 AM Dale Martin <dmartin@cityofflaglerbeach.com> wrote:

Good morning, Mr. Ryan:

I am soliciting a proposal to obtain an appraisal for the two properties associated with the Golf Course. I believe that will be the initial step to start these discussions.

Mr. Dale L. Martin

City Manager

Gmail

Ocean Palm <opalmdr@gmail.com>

: External - Re: External - Re: External - The Flagler Beach Golf Course

essages

i King <PKing@cityofflaglerbeach.com> Sat, Feb 22, 2025 at 9:40 AM
Ocean Palm <opalmdr@gmail.com>
Linda & Rich Phelan <phelan3877@gmail.com>

est assured that I'm looking into this. To my knowledge this has NOT happened. As Mayor, I would have to sign the documents, and I can promise you that I have NOT.
n reaching out to our city manager to get to the bottom of this, which is not accurate.
nce I have a response, I will reach out to you with the final answer.

spectfully,
tti King
ayor
y of Flagler Beach
6-338-2879

---

om: Ocean Palm <opalmdr@gmail.com>
nt: Friday, February 21, 2025 5:29:52 PM
: Patti King <PKing@cityofflaglerbeach.com>
: Linda & Rich Phelan <phelan3877@gmail.com>
bject: External - Re: External - Re: External - The Flagler Beach Golf Course

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

, Ms. King,

'l
ne Mealy told my husband that the golf course was sold to Jeff Ryan already. I wonder why the citizens weren't informed about it, especially, I had communicated with Jane and you eviously.

s strange to me you were not shared the information inside the city office, and I am sorry that you were not aware of it.

hoof

n Wed, Feb 12, 2025, 1:28 PM Patti King <PKing@cityofflaglerbeach.com> wrote:
I'm not aware of any issues with the golf course. I would advise watching the agendas if you are concerned there is an item of interest coming up.

You can request to be on the city mailing list through the city website.

nttps://www.cityofflaglerbeach.com/. Notify me

Respectfully,
Patti King
Mayor
City of Flagler Beach
386-338-2879

i King <PKing@cityofflaglerbeach.com> Mon, Feb 24, 2025 at 4:26 PM
Ocean Palm <opalmdr@gmail.com>
Linda & Rich Phelan <phelan3877@gmail.com>

od day,

ave been assured by our city manager that this is most definitely not the case.

ie city is still the owner of the golf course, with no current plans to sell.

ishing you all a wonderful week!

spectfully,
tti King
ayor
y of Flagler Beach
6-338-2879

Gmail M <rachmpc2@gmail.com>

'w: Exhibit B citizen petition update information

message

lark Imhoof <spamsucks1981@outlook.com> Thu, May 8, 2025 at 10:38 AM
o: Midori <rachmpc2@gmail.com>

From: Mark Imhoof <spamsucks1981@outlook.com>
Sent: Thursday, May 1, 2025 9:07 AM
To: pking@cityofflaglerbeach.com <pking@cityofflaglerbeach.com>; rbelhumeur@cityofflaglerbeach.com <rbelhumeur@cityofflaglerbeach.com>; ecooley@cityofflaglerbeach.com <ecooley@cityofflaglerbeach.com>; jcunningham@cityofflaglerbeach.com <jcunningham@cityofflaglerbeach.com>; sspradley@cityofflaglerbeach.com <sspradley@cityofflaglerbeach.com>; jsherman@cityofflaglerbeach.com <jsherman@cityofflaglerbeach.com>; dmartin@cityofflaglerbeach.com <dmartin@cityofflaglerbeach.com>
Cc: phelan3877@gmail.com <phelan3877@gmail.com>
Subject: Exhibit B citizen petition update information

Hello,
I am writing as a representative of those who signed the citizen petition that was filed per the current lease agreement Exhibit B and would like a response as to what has currently taken place per this petition. I believe the wording states that we are to be involved with negotiations between the city and the leasee. We ask that you keep us informed on a weekly basis of the standing of this petition and the results from the leasee as to progress made bringing the course and clubhouse to code and playable standards. I believe article 8.1 allows 180 days although this leasee has already had the course now for over a year. Nothing seems to have started except the day after commission meeting the volunteers at the course were observed mowing the dirt again and the leasee recently sent an email out for bingo night to warn that it might end early due to no air conditioning. Feel free to send this weekly update to my email and I will forward to the others in our group who at this time wish to remain anonymous. Thanks,
Mark Imhoof

May 20, 2025

TO: Flagler Beach City Commissioners and Mayor King,

We are writing as follow-up to the meeting on May 8, 2025, when the potential golf course sale/renovation was discussed. We would like to share the following thoughts and questions for your consideration.

1. A lease with an option to buy seems to best protect the City of Flagler and its taxpayers. A lease agreement with benchmarks will help to ensure that the lease holder has the funding to move forward with the planned renovations and has the intention to improve the course. It is understandable that it is more difficult to invest in leased property, but the City should receive some guarantees before selling this community asset and relinquishing all control.
2. We implore the city and/or the lease holder to complete a thorough environmental impact assessment in regard to the renovations and maintenance of the turf grass as proposed. The amount of fertilizer and pesticides to maintain turf grass in Florida should be balanced with the environmental impact on the watershed, river, and surrounding homes.
3. Has the size and scope of the proposed club house been revised and, if so, what is the new square footage and height of the proposed building?
4. How can the use of the club by Flagler residents be protected? With the sale of the property, the new owner could make the club a private/membership course, thus shutting out use by many Flagler residents.
5. The motion made at the end of the last meeting was, at best, confusing. The lease holder originally asked the city for permission to close the course for renovations during growing season. As he later announced, those renovations hinged on the sale of the property. Why close the course for Mr. Ryan to develop a negotiated sales agreement? The course is just sitting and falling further into disrepair. Even though you voted to close the course, doesn't the lease still require ongoing maintenance? At least prior to that motion, the course (in disrepair) and clubhouse were open to residents. We have not witnessed any work or maintenance at the site and are concerned that now the City's investment in the property and buildings is being further eroded.
6. We ask that you also review the deed should a sale be initiated to make sure that the property remains a recreational space in perpetuity. The city and residents should be protected from future real estate development on the site should there be a loss of financing by the potential purchaser.

7. If the city intends to sell the property outright rather than lease to own, then perhaps an open bid process would be more fair and transparent. I'm sure you will vet this with the city attorney since it appears that Florida municipal law requires a bidding process for property valued more than $500,000.

To close, we are in support of the property remaining a golf course and hope that, should the city decide to sell the property, you enter into an agreement with a purchaser that allows the site to be improved while protecting the land, the taxpayers, and citizens of Flagler Beach.

We thank you for your time and look forward to a response regarding these issues.

Karen Peterson
Ann Borsellino
3656 S. Central Ave.
Flagler Beach

Mary LeVine
Carrie Cardascia
41 Ocean Palm Villa N
Flagler Beach

Dale Martin's Termination History

1. Dowagiac, Michigan

- **Termination Date:** September 2007
- **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.

Leader Publications September 11, 2007

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.

www.mlive.com/news/flint/2010/07/firing_of_davison_city_manager.html

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.

CT Insider

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."

1) News-Leader 2) News4JAX.com

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.

REPLY TO:
ORLANDO OFFICE

September 23, 2025

Dale L. Martin, City Manager
City of Flagler Beach
105 S. 2nd Street
Flagler Beach, FL 32136

Re: Retainer Agreement for Representation / ***Complaint No. 25-152, In re DALE L. MARTIN***

Dear Mr. Martin:

Thank you for your consideration of de Beaubien, Simmons, Knight, Mantzaris & Neal, LLP to represent you with regard to the above-referenced Complaint against you being investigated by the State of Florida Commission on Ethics. We appreciate the opportunity to be of service and want you inform you of our billing procedures and charges for services. Please read this carefully and contact us if anything is unclear.

1. This firm will work upon the basis of $275 per hour for attorneys' fees, and $100 per hour for non-attorney legal professional fees. These rates depend on each attorney's expertise and experience, and are subject to adjustment each January 1st. To minimize costs, we will utilize non-attorney legal professionals, under the supervision of an attorney, whenever we deem appropriate.

2. We will bill for our expenses including but not limited to: court costs, computerized research charges, digital reproductions, mileage (as per IRS guidelines), court reporter fees, hearing transcript costs, deposition transcript costs, witness fees, expert witness fees and secretarial overtime. Such costs are not included in the hourly rate for attorneys' and non-attorney legal professionals' fees. Should these rates increase during our representation of you, you will be responsible for the new rates.

3. With regard to costs incurred, we reserve the right to request that you pay costs in advance to ensure that we receive the prompt services of the service providers (court reporters, expert witnesses, investigators, process servers, etc.).

4. In the event fees are awarded to you by the court, you agree we shall be paid at the above rates as may have been adjusted or the fee awarded by the court, whichever is greater. Your obligation to pay fees and costs is not contingent upon recovery of fees or costs from the adverse party. In the event fees are not awarded by the court, you are still obligated to timely pay the stated hourly fees.

5. An invoice will be forwarded to you each month that will describe the services rendered and the total fee charged. The invoice itemizes costs and charges. All invoices are payable upon receipt. If full payment is not received, interest will accrue on any outstanding balance at a rate of twelve (12) percent per annum. A client who has money in escrow for legal fees and costs in more than one case authorizes transfer, if necessary, of fees from one case to another case if the one case is completed and funds are owed on the other case.

6. In the event that this firm perceives any conflict of interest whatsoever, if you fail to pay fees and/or costs in a timely manner, if you fail to abide by the legal advice we give you or if you fail to cooperate with us, we have the right to immediately withdraw from our representation of you. In the event of any litigation arising out of this Agreement, the prevailing party is entitled to reasonable attorneys' fees and costs, both at trial and on appeal. The venue for any such action shall be solely and exclusively in Orange County, Florida.

7. In the event that we are representing your corporation, partnership or other entity, you are individually responsible for our attorneys' fees and costs by executing this Agreement where indicated below.

8. You shall pay an advance for fees and costs in the amount of $1,500 at this time. Immediately upon the mailing of an invoice to you, the advance monies shall be disbursed and applied to the current invoice. If you have a problem concerning any disbursements, you shall notify us within fifteen (15) days of date of the bill. We reserve the right to request that you provide our firm with an additional advance amount at any time during our representation of you in this matter.

9. If there are two or more clients represented by this firm in this matter, each of you understands, and agrees to waive, all conflicts that may exist between your interests to the extent of our representation of you in this matter. You acknowledge that this conflicts issue has been fully discussed with you.

10. Unless we hear from you otherwise, all notices and other information regarding this matter will be sent to the above address. If you want to change the address to which we should send notices and information, please let me know in writing as soon as possible.

11. Our policy is that the attorney-client relationship is terminated upon completion of any services we have been retained to perform. If you later retain us to perform further or additional services, our attorney-client relationship will be renewed subject to these terms of engagement, as they exist, or a subsequent engagement agreement we may later enter.

12. We request that all evidence related and even potentially related to the claim(s) be preserved. This preservation request seeks to preserve the greatest possible amount of evidence related to the claim(s). Please preserve all communications with adverse parties, witnesses, and other persons and entities; agreements; understandings; photographs; notices; reports; and any other documents relating to this Claim. This request includes but is not limited to letters, emails, text messages, voice messages, or other forms of communication including any and all electronically stored information). Electronically stored information (ESI) shall be afforded the broadest possible definition and includes, but is not limited to, potentially relevant information electronically, magnetically or optically stored as: digital communications (e.g., e-mail, voice mail, instant messaging); cell phones text messages and cell phone photographs; word-processed documents; spreadsheets and tables; accounting application data; image and facsimile files; sound recordings; video and animation; contact and relationship management data; calendar and diary application data; online access data; presentations; network access and server activity logs; project management application data; computer aided design/drawing files; back-up and archival files; and social networking sites.

13. Our policy with respect to document retention is, when our engagement on any matter is completed, we close our files, return original documents obtained to the client, and store copies of documents for three (3) years, after which, unless different arrangements are made, we destroy our closed files.

14. We make no representations to you, nor have you relied upon any representations not contained in this Agreement. This Agreement is the entire agreement between us and shall not be modified or amended except in writing and signed by both parties.

15. By signing this Agreement, you agree and acknowledge that you are responsible for any and all taxes if any, including Federal, State, and Local income taxes, Medicare taxes, and/ or Social Security taxes related to this matter, arising out of it, and incurred either in the past or future. You agree and acknowledge that the law firm of de Beaubien, Simmons, Knight, Mantzaris & Neal, LLP, and its attorneys, have not rendered, and will not render, any tax advice regarding this matter or otherwise. You should have the tax implications of this matter explained to you by your own tax professional prior to signing this Agreement if you have any questions or need any advice regarding any tax issues.

We invite you to discuss any questions you have concerning the determination and billing of our fees and costs. We want to satisfy you with both the quality of legal work and the reasonableness of the fees we charge for those services.

If this Agreement meets with your approval, please sign below and return the original to us along with the requested advance fee. A copy of this Agreement is enclosed for your files.

Until we receive the executed Agreement and advance fee, our firm cannot and will not take any action on your behalf.

Please contact me if you have any questions or comments.

Thank you for the opportunity to provide legal representation to you.

Sincerely,

de Beaubien, Simmons, Knight,
Mantzaris & Neal, LLP

By: Deborah I. Mitchell, Partner
Florida Bar No.: 806781

ACCEPTED AND AGREED TO THIS 24th DAY OF SEPTEMBER 2025.

BY: DALE L. MARTIN

Sep 23, 2025

Signature

STATE OF FLORIDA
COMMISSION ON ETHICS

IN RE: DALE L. MARTIN COMPLAINT NO.: 25-152

_____/

NOTICE OF APPERANCE OF COUNSEL FOR DALE L. MARTIN AND DESIGNATION OF EMAIL ADDRESSES

DEBORAH I. MITCHELL and the law firm of DE BEAUBIEN, SIMMONS, KNIGHT, MANTZARIS & NEAL, LLP ("DSK Law"), hereby submits this Notice of Appearance and Designation of Electronic Mailing Address of Counsel for DALE L. MARTIN, and request that all future communications, notices, or other documents relating to this matter, be sent to the undersigned at the following electronic mailing addresses for this matter:

Primary E-mail: Dmitchell@dsklawgroup.com
Secondary E-mail: DMpleadings@dsklawgroup.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been sent by e-mail on September 29, 2025, to State of Florida, Commission of Ethics, Marian Lambeth at Lambeth.marion@leg.state.fl.us.

/s/ Deborah I. Mitchell
Deborah I. Mitchell
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dmitchell@dsklawgroup.com
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State of Florida
COMMISSION ON ETHICS
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Tallahassee, Florida 32317-5709

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"A Public Office is a Public Trust"

Kerrie J. Stillman
Executive Director

Steven J. Zuilkowski
Deputy Executive Director/
General Counsel

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October 24, 2025

DEBORAH I. MITCHELL
DSK LAW
332 N. MAGNOLIA AVENUE
ORLANDO, FL 32801

Confidential

RE: Complaint No. 25-152, In re DALE L. MARTIN

Dear DEBORAH I. MITCHELL:

Enclosed is a copy of the Report of Investigation for the above-referenced complaint, as well as a copy of the Executive Director's order to investigate the complaint, which details the allegations that were investigated. The probable cause hearing in this complaint is currently scheduled for Friday, January 23, 2026. The meeting will be held in at the First District Court of Appeal, 2000 Drayton Drive, Tallahassee, Florida, beginning at 10:00 AM.

Under Commission Rule 34-5.006, F.A.C., the Respondent has 14 days from the date of this letter within which to file written responses to the Report of Investigation with the Commission. An Assistant Attorney General has been designated as the Advocate for the Commission and will present a recommendation on this matter to the Commission. A copy of the Advocate's Recommendation will be transmitted to you and additional time will be given to you to file a written response. Any written responses that we receive within the above response periods will be considered by the Commission when it meets to determine whether there is probable cause to believe that any of the ethics laws have been violated, as alleged in this complaint.

If the Commission finds no probable cause to believe that a violation has occurred, the complaint will be dismissed and no further action will be taken. If the Commission finds probable cause, the Respondent will have the right to a full, evidentiary hearing before any final determination is made.

If there are any questions concerning this matter, please do not hesitate to contact me.

Sincerely,

Millie W. Fulford

Millie W. Fulford
Complaint Coordinator

cc: Commission Advocate

DATE FILED
JUL 2 3 2025
COMMISSION ON ETHICS

BEFORE THE
STATE OF FLORIDA
COMMISSION ON ETHICS

CONFIDENTIAL

In re DALE L. MARTIN,
Respondent.

Complaint No. 25-152

DETERMINATION OF INVESTIGATIVE JURISDICTION
AND ORDER TO INVESTIGATE

UPON REVIEW of this complaint, I find as follows:

1. This complaint was filed by Midori Imhoof of Flagler Beach, Florida.

2. The Respondent, Dale L. Martin, allegedly serves as the City Manager for the City of Flagler Beach.

3. The complaint alleges the Respondent used his position to improperly benefit a company that was leasing a golf course owned by the City. In particular, the complaint claims the Respondent "secretly" corresponded with the company, and passed information to the company, regarding an upcoming sale of the golf course without simultaneously informing the public of the possibility of such a sale, thereby placing the company in an advantageous position. This indicates possible violation of Sections 112.313(6) and 112.313(8), Florida Statutes, by the Respondent.

4. The Commission on Ethics has jurisdiction to investigate only those allegations "based upon personal knowledge or information other than hearsay." See Chapter 2024-53, Laws of Florida (amending Section 112.324(1)(a), Florida Statutes, to require an allegation to be "based upon personal knowledge or information other than hearsay" to be sufficient for investigation). Here, the allegations in paragraph 3 appear to be based on public records that qualify as a hearsay

exception under Section 90.803(8), Florida Statutes,[1] namely the following emails sent to and from City accounts. These emails indicate the Respondent was communicating and providing information to the leaseholder's representative about the sale of the golf course, while the public and other City officers were not aware of any plans to sell:

- Page 9 of the complaint is an email sent by a representative of the golf course leaseholder to the Respondent on December 17, 2024, in which the representative indicates he "wanted to touch base on the asset purchase" and asks what the leaseholder will need to proceed with a purchase of the golf course;

- Page 11 of the complaint is a response email sent by the Respondent to the leaseholder's representative on December 20, 2024, indicating he was soliciting proposals to obtain appraisals of the parcels associated with the golf course;

- Page 13 of the complaint is a series of emails between the Complainant and the City's Mayor, all sent in February 2025, in which the Mayor states, in response to a question by the Complainant, that the Respondent had "assured" her no sale had occurred, and that "[t]he [C]ity is still the owner of the golf course, with no current plans to sell"; and

- Page 12 of the complaint is an email sent by the Respondent to various City officers on March 13, 2025, as well as to the leaseholder's representative, in which he provides an appraisal of the golf course.

WHEREFORE staff of the Commission on Ethics shall conduct a preliminary investigation of this complaint for a probable cause determination of whether Respondent has violated Sections 112.313(6) and 112.313(8), Florida Statutes, as set forth in paragraph 3, above.

July 23, 2025
Date

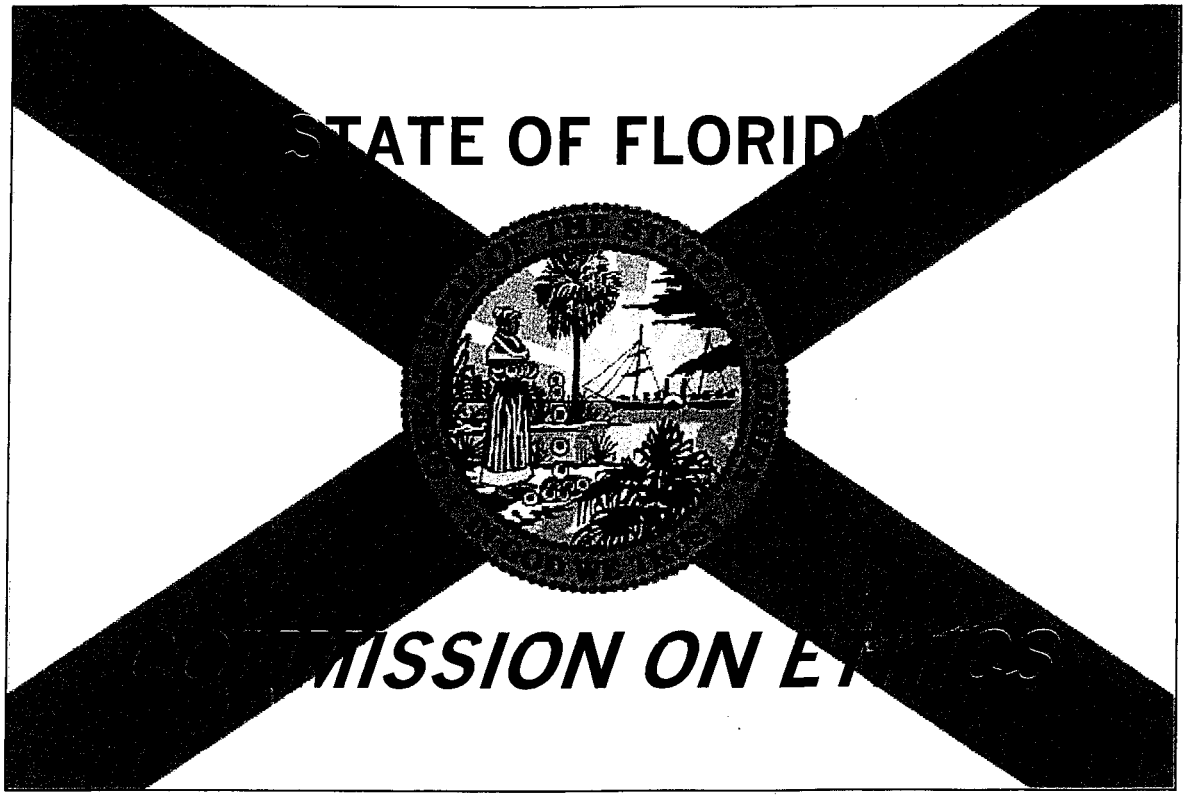
Kerrie J. Stillman
Executive Director

KJS/gps

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[1] Rule 34-5.002(2)(a)2. of the Florida Administrative Code states an allegation in an ethics complaint will be considered based on information other than hearsay so long as the evidence supporting the allegation is hearsay that is, or likely would be, admissible under Sections 90.801 through 90.805, Florida Statutes. See also Florida Elections Commission v. Valliere, 45 So. 3d 506 (Fla. 4th DCA 2010).

REPORT OF INVESTIGATION



Complaint Number 25-152

NOTICE CONCERNING CONFIDENTIALITY

This report of investigation concerns an alleged violation of Chapter 112, Part III, Florida Statutes, or other breach of public trust under provisions of Article II, Section 8, Florida Constitution. The Report and any exhibits may be confidential (exempt from the public records law) pursuant to Section 112.324, Florida Statutes, and Chapter 34-5, F.A.C., the rules of the Commission on Ethics. Unless the Respondent has waived the confidentiality in writing, this report will remain confidential until one of the following occurs: (1) the complaint is dismissed by the Commission; (2) the Commission finds sufficient evidence to order a public hearing; or (3) the Commission orders a public report as a final disposition of the matter. *See Section 112.3215, Florida Statutes, regarding executive branch lobbying matters and confidentiality.

STATE OF FLORIDA
COMMISSION ON ETHICS
Post Office Drawer 15709
Tallahassee, Florida 32317-5709

REPORT OF INVESTIGATION

TITLE: DALE L. MARTIN
City Manager
City of Flagler Beach

COMPLAINT NO.: 25-152
Exhibits A through D

INVESTIGATED BY: Marian W. Lambeth
Investigator

Distribution: Commission on Ethics
Respondent
Advocate
File

Releasing Authority: Kerrie J. Stillman
Kerrie J. Stillman
Executive Director
October 24, 2025
Date

* * * *

REPORT OF INVESTIGATION
COMPLAINT NO. 25-152

(1) Ms. Midori Imhoof of Flagler Beach alleges Mr. Dale L. Martin who serves as the City Manager for Flagler Beach, violated the Code of Ethics for Public Officers and Employees.

(2) The complaint alleges that Respondent used his position to improperly benefit a company that was leasing a golf course owned by the City. In particular, the complaint claims the Respondent "secretly" corresponded with the company, and passed information to the company, regarding an upcoming sale of the golf course without simultaneously informing the public of the possibility of such a sale, thereby placing the company in an advantageous position.

(3) The Executive Director of the Commission on Ethics noted that, based upon the information provided in the complaint, the above-referenced allegations were sufficient to warrant a preliminary investigation to determine whether the Respondent's actions violated Section 112.313(6), Florida Statutes (Misuse of Position), and Section 112.313(8), Florida Statutes (Disclosure or Use of Certain Information).

History of the Flagler Beach Golf Course

(4) On November 20, 2015, The City of Flagler Beach (City) and Flagler Golf Management, LLC (FGM or the Lessee), with Terrence McManus as its Manager, entered a Golf Course Lease Agreement that was authorized and approved by the City Commission and the Mayor by Ordinance 2015-14. The lease provided for a 15-year term with the option for the Lessee to extend the agreement (with qualifying conditions) for two successive 10-year terms. The lease did not include a "first rights" clause or any provision for the Lessee to purchase the golf course (Composite Exhibit A, pages 1-23).

(5) On September 27, 2018, the City and FGM entered a Default Cure Extension Agreement that contemplated the Lessee improving the conditions of the greens and fairways on the golf course (Composite Exhibit A, pages 19 and 20). Following the Lessee's (FGM) improvement of the greens and fairways, the City authorized and approved the first addendum to the lease agreement on April 25, 2019, by Ordinance 2019-07 (Composite Exhibit A, pages 21-23). The addendum amended the lease to include photographs of the greens and fairways as documentation of the minimal standards at which the greens and fairways would be maintained.

(6) In June 2021, FGM Manager McManus was sentenced to four years in prison and a year in jail, to be served concurrently, for his third DUI conviction in 10 years. Mr. McManus was released to the community on November 12, 2024.

(7) In June 2023, the City and FGM entered a Mediated Settlement Agreement to resolve all claims by and among the parties in connection with, or arising out of, lawsuits between them. The parties stipulated that in exchange for the City receiving possession of the golf course, FMG would have nine months to sell FGM, and its members' membership interests in FGM, to a

bonafide good faith purchaser for value. The Agreement was signed by Mayor Suzie Johnson on June 21, 2023 (Composite Exhibit A, pages 24-60).

(8) On January 25, 2024, the Managing Member of FGM, Terrence McManus, and Authorized Representative of KTS Holdings, LLC, Tanuj Seoni, and Manager of Leisure Holdings, LLC, Jeffrey Ryan, executed an Assignment and Assumption of Lease and Release of Current Lessee. Then-Mayor Suzie Johnston signed the written consent and waiver of the City of Flagler Beach, waiving the provisions of Section 6.3 of the Golf Course Lease which previously designated FGM as the sole operator of the golf course (Composite Exhibit A, pages 61-64).

Complainant's Emails

(9) The Complainant included emails in support of her complaint, specifically:

- October 23, 2023, Jeff Ryan emailed City Attorney Andrew Smith to request a meeting. (Composite Exhibit B, pages 3 and 4).
- June 13, 2024, August 19, 2024, and August 21, 2024, emails between Finance Director Hollie Harlan, "Melissa," and Attorney Smith regarding course maintenance (Composite Exhibit B, page 14-17).
- December 17, 2024, Jeff Ryan emailed the Respondent to "touch base on the asset purchase" (Composite Exhibit B, page 16).
- December 20, 2024, Respondent emailed Jeff Ryan regarding the status of appraisals (Composite Exhibit B, page 23).
- February 22, 2025, emails exchanged between Mayor Patti King and the Complainant regarding the sale of the golf course (Composite Exhibit B, page 26).
- March 13, 2025, Respondent emailed a golf course appraisal to Jeff Ryan (Composite Exhibit B, page 29).
- May 1, 2025, Mark Imhoof, the Complainant's spouse, emailed City Commissioners and the Respondent, requesting a response to a citizen petition and weekly updates on the status of the golf course (Composite Exhibit B, page 37).

Complainant's Statement

(10) The Complainant stated she has lived in Flagler Beach since 2012. In the summer of 2024, she said, she learned that there was a new contractor to manage the City's golf course. She said she and her neighbors discussed their concerns about how they were unaware of any public discussion regarding change in the management of the golf course. She stated she met with then-City Commissioner Mealy and a staff member from the City's architectural office who shared a conceptual plan for the golf course. When viewing the conceptual plan, the Complainant stated, she realized someone had proposed to purchase the golf course. She noticed two names on the proposal, Tanju Seoni and Jeffery Ryan, and she said she was surprised they wanted to take the small 40 acres of land and turn it into a PGA-style course. After seeing the conceptual plan, and with no information posted to the City's website, she said, she began to feel something was wrong.

(11) During her conversation with then-Commissioner Mealy, the Complainant said Ms. Mealy was excited to share multiple ideas for the future, including that the golf course could be

connected by shuttle bus to a newly built hotel. The Complainant stated this information overwhelmed her and that she shared the information with her neighbors, who were unaware of the plans.

(12) On September 29, 2024, the Complainant said, she sent an email to the Respondent and the Mayor and expressed her concerns about the conceptual golf course plan and asked that the City consider its residents, from whom the City had not previously sought input.

(13) The Complainant stated that since the current lease holder, Mr. Jeff Ryan, assumed the lease of the golf course, the course itself has deteriorated. She said that when she attended the February/March 2025 Commission Meeting, one of the Commissioners commented that the City does not know how to manage the golf course, and it relies on the Lessee to run the course. She said the Commissioner continued to suggest that it may be wise to sell the golf course if someone was interested.

(14) The Complainant stated there were no discussions in any public forum regarding the acquisition of appraisals for the golf course. She said she learned of it through a public records request, and she used those records to draft her complaint. She opined Mr. Seoni knew City Attorney Smith and that Mr. Seoni shared his interest in purchasing the City's golf course to Attorney Smith.

(15) The Complainant said she suspected that the October 23, 2023 email where Jeff Ryan contacted City Attorney Smith and requested a meeting. (Composite Exhibit B, pages 3 and 4) was a "secret plan" to sell the golf course property to Mr. Seoni and Mr. Ryan. Initially, she said, Attorney Smith requested that the Respondent meet with Mr. Seoni, and, thereafter, the property was leased to Mr. Ryan. She maintains it has since not been properly maintained and appears abandoned (see emails of June 13, 2024, August 19, 2024, and August 21, 2024, regarding concerns of course maintenance included as Composite Exhibit B, page 14 -17).

(16) The Complainant stated that, based upon all she has observed, Mr. Ryan took over the lease with a plan to purchase the golf course. She stated that, after viewing the conceptual plan, she questioned why anyone would pay five million dollars to refurbish a golf course as a lessee.

(17) Regarding the December 17, 2024, email (Composite Exhibit B, page 16) where Mr. Ryan asked to "touch base on the asset purchase," she said this was sent around the time she had spoken with Ms. Mealey, who had indicated to her that the golf course had been sold. She said that Mr. Ryan was already leasing the property and that there was no information posted to the City website about the golf course. She said that she was unaware of any City meeting regarding the lease, sale, or maintenance of the golf course. She confirmed that she was not attending the City meetings at that time, and that she spoke with her neighbor, who is following the issue, and her neighbor said he was not aware of any public discussion.

(18) The Complainant stated that she sent an email to the Mayor indicating that she had heard the golf course had been sold, and she received a response from the Mayor dated February 24, 2025, who assured her that the course was not sold. She said she found it curious that Ms. Mealy knew about the sale and not Mayor King (Composite Exhibit B, page 26).

(19) The Complainant said she still questioned why the Respondent did not reach out to the citizens regarding a potential sale of the golf course. She said she has, since February 2025, attended City meetings and her husband presented a citizen's proposal for a small group to manage the golf course. She said the Commission denied them the opportunity to present their idea. The Complainant opined the Commission would announce its decision to sell the golf course during its meeting on August 28, 2025.

(20) The Complainant stated that the Respondent is pursing the sale of the golf course without permitting the citizens to have a voice in the matter. She said that citizens have expressed their opposition during City meetings but are not considered in the Respondent's decision to pursue the sale of the golf course.

Chronology of Emails and Meeting

(21) The Respondent began his service as the Flagler Beach City Manager in August 2023.

(22) On October 19, 2023,[1] Mr. Jeff Ryan emailed City Attorney Smith and requested a meeting to discuss the best path forward stating that "on our end a 'complete renovation' is the end result, which will bring several scenarios right now that do not have clarity into play." (Composite Exhibit B, page 1)

(23) On October 23, 2023,[2] Attorney Smith, the Respondent and Mr. Ryan discussed a meeting time and place. The Respondent asked in his email, "What is Mr. Ryan's interest in the City Golf Course?" (Composite Exhibit B, pages 3 and 4)

(24) On November 7, 2023, Mr. Ryan emailed the Respondent thanking him for meeting and he attached a synopsis of his plan for the golf course (Composite Exhibit B, pages 5 and 6).

(25) On the November 9, 2023, Regular City Commission Meeting, City Attorney Smith's staff report informed the City Commissioners of a conversation and meeting with a party potentially interested in purchasing the golf course.

(26) On November 13, 2023, Mr. Ryan emailed the Respondent to update him regarding their negotiations to assume the lease from FGM (Composite Exhibit B, page 7).

(27) On November 27, 2023, Mr. Ryan, as Manager, filed Articles of Organization for a Florida Limited Liability Company, Leisure Holdings LLC (Composite Exhibit C, page 1 and 2).

(28) On November 29, 2023, Mr. Ryan emailed the Respondent and advised he had reached an agreement (with FGM) and that Leisure Holdings LLC would be formulating an offer (Composite Exhibit B, page 8).

[1] It was in June 2023, that the City entered the Mediated Settlement Agreement providing FGM nine months to sell its member's membership interests to a good faith purchaser.
[2] This email was submitted by the Complainant.

(29) On December 8, 2023, Mr. Ryan emailed the Respondent and advised that he had retained Jay Livingston as legal counsel to facilitate the lease transfer details (Exhibit B, page 9).

(30) A video recording of the December 14, 2023, Community Redevelopment Agency (CRA)[3] Board and Regular Commission Meeting, reveals that Attorney Smith advised the Commission that he and the Respondent had met with a potential new lessee (Ryan), and that Mr. Ryan wanted assurances from the Commission that the existing lease could be modified, specifically that it would be modified to provide for the future purchase of the property. Attorney Smith clarified that the current assumption of the lease constituted purchasing only the membership interests and that Mr. Ryan had shared that, to accomplish Leisure Holding LLC's conceptual designs, they might need to further modify the existing lease, including a provision to purchase the property.
NOTE: The December 14, 2023, meeting minutes do not mention a discussion related to the golf course lease.

(31) From December 26, 2023, through December 29, 2023, the Respondent, Attorney Smith and Mr. Ryan exchanged emails regarding the golf course. The Respondent's email was sent from his City account and includes a notice that "Virtually all written communications to or from State and Local officials and employees are public records available to the public and media upon request." (Composite Exhibit B, page 10 and 11)

(32) Minutes of General Business meeting of the City Commission held on January 11, 2024, include the golf course lease and concerns of the potential buyer (Composite Exhibit D, pages 4 and 5).

(33) During the January 11, 2024, Regular Commission and CRA Meeting, video of the meeting indicates Attorney Jay Livingston, representing Jeff Ryan/Ocean Palms Golf Club, discussed the mediated settlement agreement with FGM and Mr. Ryan's assumption of the lease.

(34) Video of the January 11, 2024, CRA meeting indicates that Mr. Ryan advised the Commission of his plan and Attorney Smith clarified the action was the assignment of an existing lease, and noted there may be future re-negotiations of the lease. Attorney Jay Livingston, representing Mr. Ryan and Leisure Holdings, clarified the Settlement Agreement from June 2023 stipulated that the City take possession of the course if the lease holder (FGM) did not locate a party to assume the lease by March 2024. Mr. Livingston advised that his client would agree to assume the lease with the course in its current condition. The Commission unanimously voted to approve a limited waiver for Mr. Ryan (Using KTS Holdings as a place holder) to assume the lease.

(35) On January 17, 2024, Leisure Holdings LLC, with Mr. Ryan as Manager and Authorized representative, and the Maryland Domestic KTS Holdings LLC, with Tanuj Seoni as Registered Agent, filed Articles of Organization for a Florida Limited Liability Company, Ocean Palms Golf Club LLC (Composite Exhibit C, pages 3-7).

[3] The Flagler Beach City Commission sits as the CRA.

(36) On January 25, 2024, the City Commission unanimously approved the assignment and assumption of the lease to Ocean Palms Golf Club, LLC. Video of the meeting shows discussion of long-range plans for a lease to own or the eventual purchase of the golf course by Ocean Palms Golf Club, LLC. In response to citizen comments, the Commission members shared how the City-owned golf course had been a topic of discussion for years and that any future sale of the course would include a deed restriction. Meeting minutes include the comment "discussion ensued regarding the new tenants' interest in purchasing the property..." (Composite Exhibit D, page 10)

(37) On June 13, 2024, "Melissa" emailed Finance Director Hollie Harlan and expressed concerns regarding the condition of the golf course. Ms. Harlan emailed the Respondent and shared the resident's concerns. On August 21, 2024, Ms. Harlan emailed the Respondent that Attorney Smith recommended a dedicated staff to routinely review the golf course (Composite Exhibit B, pages 14 -17).[4]

(38) On September 3, 2024, the City's Planning and Architectural Review Board considered a conceptual site development plan for the Ocean Palms Golf Course submitted by Mr. Ryan in August 2024. The City Planner and staff recommended approval of the application and stated that no formal action was required by the City Commission (Composite Exhibit D, pages 14-53).
NOTE: Per City Planner Lupita McClenning, as of September 3, 2025, there had been no movement on the conceptual plan and no final plan had been submitted.

(39) On September 17, 2024, Mr. Ryan emailed the Respondent and Attorney Smith asking what needed to occur to begin movement on the asset purchase and advising that he understood the process needed to go through the City (Composite Exhibit B, page 18).

(40) On October 24, 2024, the St. John's River Water Management District (SJRWMD) acknowledged Mr. Ryan's application, Number 81813-6, regarding the Ocean Palms Golf Course Club House and Parking Lot Renovation. The letter advised Mr. Ryan of deficiencies in the application and provided 90 days to respond to the letter (Composite Exhibit E).

(41) On December 17, 2024, Mr. Ryan emailed the Respondent, Attorney Smith, and Mr. Seoni stating, "I wanted to touch base on the asset purchase...We are ready to move forward with our financing but will need this underway." (Composite Exhibit B, page 16)[5]

(42) Between December 18 through 20, 2024, the Respondent emailed Real Estate Appraiser Jim Cooksey and requested an appraisal of the golf course property. The Respondent advised Mr. Cooksey that the property would be limited to golf operations (Composite Exhibit B, pages 20-22).

(43) On December 20, 2024, the Respondent emailed Mr. Ryan that he was soliciting an appraisal and, he said, "I believe that will be the initial step to start these discussions." (Composite Exhibit B, page 23)[6]

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[4] These emails were submitted by the Complainant.
[5] This email was submitted by the Complainant.
[6] This email was submitted by the Complainant.

(44) On January 10, 2025, the Respondent emailed BBG Real Estate Services and requested an appraisal of the golf course (Composite Exhibit B, page 24).

(45) On January 16, 2025, Cooksey & Associates, Inc., provided an appraisal of the Flagler Beach Golf Course Site indicating an "as is" market value of $810,000 (Composite Exhibit F, pages 1-3).

(46) On January 23, 2025, the Respondent provided a staff report to the Commission, advising that he was acquiring appraisals for the golf course (Composite Exhibit D, page 56).

(47) During February 22 through 24, 2025, the Complainant emailed Mayor Patti King, writing that she had heard the golf course was already sold to Mr. Ryan. Mayor King replied to the Complainant, advising that she had been assured by the Respondent that the golf course had not been sold, that the City was still the owner of the golf course, and there were no current plans to sell the course (Composite Exhibit B, page 26).[7]

(48) On March 4, 2025, the Respondent emailed Mr. Ryan the appraisal received from Cooksey & Associates. He copied the elected City Commissioners, Attorney Smith, City Planner Lupita McClenning, and City Clerk Penny Overstreet. In the email, the Respondent advised Mr. Ryan the property, "will be permanently restricted as golf course operations" (Composite Exhibit B, page 27).

(49) The SJRWMD advised Mr. Ryan of Ocean Palms Golf Club LLC, that an individual permit was issued on March 7, 2025, for the Ocean Palms Golf Course Club House and Parking Lot Renovation (Composite Exhibit E, pages 6 and 7).

(50) On March 12, 2025, Heffington & Associates provided an appraisal report for the Flagler Beach Golf Course Site indicating a market value of $794,000 (Composite Exhibit F, pages 4-7).

(51) On March 13, 2025, the Respondent emailed the Heffington & Associates appraisal to the elected Commission members, Attorney Smith and Mr. Ryan (Composite Exhibit B, page 28–30).[8]

(52) A video of the March 27, 2025, Commission meeting, shows that Mark Imhoof informed the Commission of a newly formed citizen group concerned about the status of the golf course and requested that the Commission hold a workshop or regular meeting to discuss any new lessee.

(53) On April 22, 2025, BBG Real Estate Services provided an appraisal report for the Flagler Beach Golf Course Site indicating a market value of $800,000 (Composite Exhibit E, pages 8-11). The Respondent forwarded this email to the City's elected officials, City Clerk Overstreet and Attorney Smith (Composite Exhibit B, page 35 and 36).

[7] This email was submitted by the Complainant.
[8] This email was submitted by the Complainant.

(54) On May 1, 2025, Mark Imhoof emailed City Commissioners and staff and requested a response to the citizen petition and to be provided weekly updates regarding the Commission's decision on the golf course (Composite Exhibit B, page 37).[9]

(55) On June 20, 2025, Tanuj Seoni, Principal of Ocean Palms Golf Club, LLC, wrote a non-binding Letter of Intent to Purchase Real Property located at 3600 S. Central Ave., Flagler Beach, Florida." (Composite Exhibit D, pages 65-73)

(56) The Intent to Purchase was posted as a General Business item for discussion/direction on the July 10, 2025, City Commission Meeting Agenda (Composite Exhibit D, page 60). The Respondent's Staff Report for the discussion begins, "When the lease to the City's Ocean Palms Golf Course was transferred to Ocean Palms Golf Club, LLC, one of the principal managers, Mr. Jeff Ryan, expressed interest in purchasing the golf course properties as part of a long-term renovation of the properties. At the time, the City Commission indicated preliminary interest in considering the sale of the properties, but with a condition of a deed restriction to limit the use of the properties solely for golf course operations." The attachments to this item included a Letter of Intent as well as a citizen letter from Mark Imhoof opposing the sale of the property. (Composite Exhibit D, page 60-77) The City Commission, following discussion and comments, voted five to one, to enter negotiations with Ocean Palms Golf Club and authorized the City Manager to sign the Letter of Intent.

(57) During the City Commission Meeting held on October 9, 2025, the City Commission voted 3 to 2 to approve the purchase-sale agreement between the City of Flagler Beach and Ocean Palms Golf Club, LLC.

Witness and Respondent Interviews

(58) Former City Commissioner Jane Mealy advised this investigator that Mr. Ryan's intention to purchase the golf course was well known and no secret. Ms. Mealy said that she met with the Complainant and her husband at the local library, and that, when they met, Mr. Ryan was already the lease holder of the golf course. Ms. Mealy said she told them that Mr. Ryan had indicated a desire to purchase the golf course "from the get-go," and she opined, the Complainant may have interpreted that to mean he had already purchased the golf course.

(59) Mr. Terry McManus advised that Mr. Ryan contacted him to inquire about assuming Flagler Golf Management's lease of the City's golf course. He said he did not know how Mr. Ryan learned of the opportunity to assume the lease. Mr. McManus explained that FGM's only asset was the lease, and that, at that time, Mr. Ryan did not indicate a desire to purchase the property. Mr. McManus opined that he (Ryan) did not have the funds at that time to do so. Mr. McManus added that he was surprised the City would sell the golf course, as it previously would not consider a sale.

(60) City Attorney Andrew Smith explained that the golf course began as a privately owned property which the City purchased through a foreclosure in approximately 2013. He said there is

[9] This email was submitted by the Complainant.

a small parcel with mixed-use zoning situated within the golf course property that the City purchased at a tax deed sale.

(61) Attorney Smith explained that the settlement agreement with the former tenant (June 2023) included a judgement and provided time for the former tenant to find a buyer of the membership interests. He noted that the settlement agreement discusses "membership interests," which is, in simple terms, finding someone to assume the lease. This, he said, is when Mr. Ryan entered the situation as a potential purchaser of the membership interests, and Mr. Ryan subsequently contacted him (Smith) with questions regarding the golf course.

(62) Attorney Smith said that there was never an effort to keep anything about a potential purchase out of the public arena. Attorney Smith said that the November 2023 email when Mr. Ryan asked to have lunch ultimately resulted in a call with City staff where Mr. Ryan set forth his ideas regarding the golf course and City staff discussed what the process might look like moving forward. Attorney Smith said that, during that meeting in November 2023, Mr. Ryan was very open about his substantial investment and ultimate interest in purchasing the property. During this meeting, Attorney Smith said, he suggested Mr. Ryan engage legal counsel, which he did (Jay Livingston).

(63) Attorney Smith said that, during the January 11, 2024, Commission meeting, the City approved a waiver of provisions of the lease before assignment. He said Mr. Ryan's legal counsel, Mr. Livingston was present for the meeting, and he recalled that it was clear then that Mr. Ryan's intentions included purchasing the golf course.

(64) Attorney Smith said the January 25, 2024, City Commission agenda is when the actual lease assignment was approved to the new tenant. During this meeting, he said, the prospect of selling the golf course was discussed by the Commission.
NOTE: The minutes indicate a discussion of a sale in the context of deed restriction.

(65) During the September 3, 2024, meeting of the Architectural Review Board, Attorney Smith advised, a conceptual site plan was presented. He recalled there were conversations during that meeting regarding the Lessee's interest in purchasing the property. He stated that during multiple public meetings over the past year, various City Officers and boards had discussed how to structure a deal, including discussions of a lease-purchase.

(66) Attorney Smith advised that neither the lease with FGM, nor the revised lease with Ocean Palms Golf Club, included a first rights clause for the purchase of the property.

(67) Attorney Smith stated the Respondent is the day-to-day manager of the City and has the authority to seek appraisals if the cost of the appraisal is within his spending authority. He stated that the appraisals the Respondent acquired for the golf course were within that authority.

(68) Attorney Smith said that, in August 2025, a new party expressed interest in purchasing the golf course, and the Respondent contacted this party and encouraged them to submit an offer. He opined that, when negotiating any sale, competition is beneficial to receive the best offer.

(69) He stated that, in October 2025, the City Commission would consider a purchase and sale agreement from Ocean Palms Golf Course, LLC, and the Commission will negotiate in good faith. Attorney Smith explained that if the City Commission were to agree to the purchase and sale agreement, by Charter, the City would be required to pass an ordinance to sell or lease the property. An ordinance, he said, would require two public hearings before being approved.

(70) Attorney Smith explained the October 2023 emails submitted by the Complainant were in regard to the settlement with FGM that provided Mr. McManus time to find a buyer. Mr. McManus found Mr. Ryan, as a potential buyer, and he recalled, Mr. Ryan first contacted him to arrange a meeting around August, but they did not actually meet until November (Composite Exhibit B, page 1-4).

(71) The November 13, 2023, email, Attorney Smith explained, occurred while Terry McManus was in jail, and he believed Bruce, who is mentioned in the email, was one of the financial advisors/investors. The comments regarding the offer and counteroffer are about two private parties buying/negotiating the lease hold interest and were not referencing a City action or communication (Composite Exhibit B, page 7).

(72) Regarding the December 17, 2024, email regarding the asset purchase agreement, Attorney Smith said, by the time this occurred, there had been a review and submission of ideas before the Planning Board. (Composite Exhibit B, page 19).

(73) Attorney Smith explained that the emails regarding the appraisals (Composite Exhibit B, page 20-36) occurred after the City Commission had discussed Mr. Ryan's desire to purchase the golf course, and, to facilitate further informed discussion, the Respondent sought appraisals. Attorney Smith said there was no exemption to the public disclosure, or any provision of confidentiality, regarding the golf course appraisals sought or received by the Respondent. He stated the appraisals were public documents upon their receipt to City staff or officials.

(74) Attorney Smith said that he could not explain the Mayor's emails of February 2025. He opined that, on its face, the comment was accurate, and explained that, at that time, a potential sale had been discussed but the Commission had not voted on a sale. He stated that, until the Commission has determined some action, any other action is speculative (Composite Exhibit B, page 26).

(75) City Clerk Penny Overstreet advised that the golf course appraisals emailed to the Respondent were not protected or confidential documents and were public upon receipt (Composite Exhibit B, pages 27, 29, and 35).

(76) Mayor Patti King said she was elected in March 2024, and that the position of Mayor is non-voting. She said she had minimal knowledge of the golf course's history, yet she was aware the former lease holder had failed to uphold the terms of the lease and that a new lease holder came in under the same terms as the former lease holder. She said that neither lease holder has maintained the property, and that the failure prompted the Complainant's email to her (Composite Exhibit B, page 26).

(77) Mayor King explained that the community is deeply divided on the issues around the golf course. She confirmed her reply to the Complainant on February 24, 2025, as accurate (Composite Exhibit B, page 26). She said that when the appraisals were sought in January, she was not aware of any firm offer to purchase the property, and she did not believe the appraisals were acquired for a specific purchaser.

(78) Mayor King opined that the golf course should be something the City is proud of and stated that, if the leaseholder expressed interest in purchasing the golf course, she understood why appraisals were sought, as one could not submit a reasonable offer absent an appraisal. She explained that, while there was presently a letter of intent from the current lease holder, there was no formal offer.[10] She added that, during the City Commission meeting on August 28, 2025, another party expressed interest in purchasing the golf course and that the City Attorney advised him to submit an offer.

(79) Mayor King said that the City has failed at owning a golf course. She stated that the work of City staff is to seek solutions, which leads to natural conversations such as those in question. She said that she did not believe there was any secret activity occurring, and that if staff, knowing the failure of the golf course, sought alternatives, including a potential sale of the property, they were doing their jobs.

(80) The Respondent, represented by Deborah Mitchell, stated he began serving as the City Manager on July 31, 2023. He said that upon his assuming his position, the City's golf course was in litigation, and there was a mediation effort between the former lease holder and the City.

(81) The Respondent explained his responsibility regarding the sale or lease of City property was to provide background information to the City Commission. He stated he does not need permission from the City Commission to explore the possibility of selling City owned property, correspond with potential buyers, or to have on-going discussions regarding City properties, economic development or City issues. However, he said, he always keeps the Commission members informed of such conversations. He said that he communicates one-on-one meetings with each Commissioner, each week, as well as through telephone calls.

(82) The Respondent stated he was unaware of how Mr. Ryan was introduced to the former lease holder (McManus).

(83) The Respondent stated the October 23, 2023, email was his first introduction to Mr. Ryan (Composite Exhibit B, pages 3 and 4) and, he said, Mr. Ryan did not have the lease assigned to him at that point. He said he does not recall if Mr. Ryan clearly expressed his interest in purchasing the property at that time.

(84) The Respondent said the discussion concerning selling the golf course was first introduced by City Attorney Smith during the City Commission meeting on November 9, 2023, with a reference to Mr. Ryan's interest in a lease to own option. He explained that Attorney Smith had introduced him to Mr. Ryan via email (Composite Exhibit B, pages 3-6). He said the

[10] The interview with Mayor King occurred prior to the meeting of the City Commission on October 9, 2025, and the Commission's vote to approve the purchase sale agreement as referenced in paragraph 57 of this report.

three of them met on November 6, 2023, in the Commission Chambers of City Hall, and Mr. Ryan indicated that he was in discussions to have the lease assigned to him from the current leaseholder (McManus). The Respondent did not recall Mr. Ryan's specific reference to a lease to buy option during their conversation on November 6, but, he said, he (Ryan) likely made some reference to it because of Attorney Smith's comment during the Commission Meeting on November 9, 2024.

(85) The Respondent said that, during this timeframe, Mr. Ryan stated to the City Commission that, for the size of his investment, he would prefer to own the property.

(86) The Respondent stated there were no shade meetings regarding the Golf Course. He said the only staff potentially involved would be the Planning Department, which had to review Mr. Ryan's conceptual site plan.

(87) The Respondent said it was Mr. Ryan's interest in purchasing the property and the City Commission's indication they would be willing to consider the sale of the property that prompted him to acquire appraisals. He said he provided the Commission with fair market appraisals of the property so they could consider the sale. He said he sent the appraisals to the City Commission and to Mr. Ryan (Composite Exhibit B, pages 27 and 29).

(88) The Respondent said that he does not need the Commission's permission to acquire an appraisal. His spending authority without the Commission's approval, he said, is up to $35,000.

(89) The Respondent said the email of December 17, 2024, (Composite Exhibit B, page 19) when Mr. Ryan and Mr. Seoni asked to touch base on the asset purchase, was likely what prompted for him to seek the appraisals in early 2025. He reiterated that the appraisals were within his spending authority and said that he likely advised the Commissioners he would seek the appraisals. The December 20, 2024, email, he said, is when he advised Mr. Ryan that he was soliciting appraisals so the Commission could start the discussion about the purchase the property (Composite Exhibit B, page 23).

(90) Regarding the emails between the Mayor and the Complainant in February 2025, the Respondent said there was no formal determination to sell the property at that time. He confirmed that he had advised the Mayor the golf course had not been sold (Composite Exhibit B, page 26). He stated he did not recall if he told the Mayor that there were no current plans to sell, although he opined that such a comment would have been accurate because he was only seeking information for the Commission to consider.

(91) The Respondent said his conversations with Mr. Ryan regarding the sale of the golf course were all public, and, he added, everything in his office has been done publicly.

END OF REPORT OF PRELIMINARY INVESTIGATION

STATE OF FLORIDA
COMMISSION ON ETHICS

IN RE: DALE L. MARTIN

COMPLAINT NO.: 25-152

Respondent,

_____/

RESPONDENT'S RESPONSE TO REPORT OF INVESTIGATION

COMES NOW Respondent, Dale L. Martin, by and through his undersigned counsel and responds to the Report of Investigation in the above-captioned matter as follows:

1. The Report of Investigation relates to a complaint filed by Midori Imhoof ("Complainant") in which she alleges that Respondent used his position to improperly benefit a company, Oceans Palm Golf Club, LLC, the current leasehold of a golf course owned by the City of Flagler Beach ("the City"). Complainant alleges that Respondent "secretly" corresponded with the company, and passed information to the company, regarding an upcoming sale of the golf course without simultaneously informing the public of the possibility of such a sale, thereby placing the company in an advantageous position.

2. The Executive Director of the Commission on Ethics found the allegations sufficient to warrant a preliminary investigation to determine whether the Respondent's actions violated Florida Statute §§ 112.313(6) or 112.313(8), the relevant portions of which provide as follows:

> (6) MISUSE OF PUBLIC POSITION.—No public officer, employee of an agency, or local government attorney shall corruptly use or attempt to use his or her official position or any property or resource which may be within his or her trust, or perform his or her

> official duties, to secure a special privilege, benefit, or exemption for himself, herself, or others. . . .
>
> . . .
>
> (8) DISCLOSURE OR USE OF CERTAIN INFORMATION.—A current or former public officer, employee of an agency, or local government attorney may not disclose or use information not available to members of the general public and gained by reason of his or her official position, except for information relating exclusively to governmental practices, for his or her personal gain or benefit or for the personal gain or benefit of any other person or business entity.

3. The Commission on Ethics conducted a thorough investigation and on October 24, 2025, the Report of Investigation was released by the Executive Director.

4. On July 23, 2025, the Executive Director issued the Determination of Investigative Jurisdiction and Order to Investigate, in which the Executive Director points to four emails that "indicate the Respondent was communicating and providing information to the leaseholder's representative about the sale of the golf course, while the public and other City officers were not aware of any plans to sell."

I. RESPONDENT DID NOT MISUSE HIS PUBLIC POSITION.

The evidence contained in the Investigative Report clearly establishes that City officials and the public, including the Complainant and her husband, Mark Imhoof, were aware that the City was contemplating a potential sale of the golf course to the current leaseholder. Respondent did not "secretly" correspond with Oceans Palm Golf Club, LLC ("the Company") or place them in an advantageous position.

On or about July 31, 2023, Respondent was hired as the City Manager for the City. (RI, 80). At no time did Respondent corruptly use or attempt to use his official position for the benefit of himself or another. When Respondent took on the role of City Manager, there were already serious concerns relating to the golf course and its prior leasehold, Flagler Golf Management, LLC

("FGM"), which resulted in litigation. (RI, ¶¶ 4-8). On June 21, 2023, the City and FGM entered into a Mediated Settlement Agreement in which the parties stipulated that in exchange for the City receiving possession of the golf course and FMG would have nine months to sell its members' membership interests to a bonafide good faith purchaser for value. (RI, ¶7). On January 25, 2024, FGM and Leisure Holdings, LLC, executed an Assignment and Assumption of Lease and Release of Current Lessee. (RI, 8). The lease interest was later transferred to the Company. It was well known that the golf course had fallen into a state of disrepair under the prior management by the prior leaseholder, FMG, and would require a large infusion of capital to bring the golf course up to par (pun intended).

Contrary to allegations in the Complaint, prior to the Company taking the Assignment of the lease, there were public meetings were Respondent's communications with Mr. Ryan, a Representative of the Company were discussed, as well as public meetings where the Company's interest in acquiring the golf course was discussed, including the January 25, 2024, City Commission Meeting where the City Commission unanimously approved the assignment of the lease to Ocean Palms Golf Club, LLC. (RI[1], ¶¶ 29, 30, 32, 36, 63, 64). The video of the January 25, 2024, City Commission Meeting shows "discussion *of long-range plans for a lease to own or the eventual purchase of the golf course by Ocean Palms Golf Club, LLC*. (RI, ¶36). Meeting minutes include the comment "discussion ensued regarding the new tenants' interest in purchasing the property . . .. " (RI, 36, Composite Exhibit D, Page 10).

Complainant's own statements make it clear that she was aware that someone proposed to purchase the golf course as early as the summer of 2024, when she met with then former

[1] "RI" as used herein refers to the October 24, 2025, Report of Investigation.

Commissioner Mealy and the City's architectural office. (RI, ¶10). Complainant also provided statement that in February and March of 2025, the Commissioners continued to suggest that it would be wise to sell the golf course. (RI, ¶13). Complainant also personally questioned why "anyone would pay five million to refurbish a golf course as a lessee." (RI, ¶16).

Complainant candidly admits she and other citizens had the opportunity to express their opposition to the sale of the golf course during City meetings but felt they were not considered in the Respondent's decision to pursue the sale of the golf course.[2] (RI, ¶¶ 20, 52). A video of the March 27, 2025, Commission meeting, shows that Complainant's husband, Mark Imhoof, informed the Commission of a newly formed citizen group concerned about the status of the golf course. (RI, ¶52). Mark Imhoof's citizen letter opposing the sale of the property was even presented to and considered by the City Commission during the July 10, 2025, City Commission Meeting. (RI, ¶56; Exhibit D, Pg. 37).

Contrary to Complainant's assertions, the Investigative Report makes it clear that there were public meetings and discussions regarding the lease and potential sale of the golf course. There was nothing secretive about the City Commissions' interest in selling the golf course or the Company's interest in purchasing the golf course. Complaint and her husband had notice and an opportunity to be heard on this issue.

Furthermore, it was not Respondent's decision to explore the potential sales of the golf course. That decision could only be made, and was made, by the City Commission. Additionally, if and when the City Commission agreed to a proposed purchase and sale agreement, by Charter, the City would be required to pass an ordinance to sell or lease the property. An ordinance would

[2] As argued in detail below, it was not Respondent's decision to pursue the potential sales of the golf course.

require two public hearings before being approved. (RI, ¶69). At the time of the filing of the Complaint, the City Commission had not agreed to a purchase and sale agreement.

II. RESPONDENT DID NOT DISCLOSE OR USE INFORMATION NOT AVAILABLE TO MEMBERS OF THE GENERAL PUBLIC FOR HIS PERSONAL GAIN OR FOR THE PERSONAL GAIN OR BENEFIT OF ANOTHER.

Respondent, as the day-to-day manager of the City, has the authority to seek appraisals if the cost of the appraisal is within his spending authority. (RI, ¶67). It was Mr. Ryan's interest in purchasing the property and the City Commission's indication that they wanted to consider selling the golf course that prompted Respondent to obtain appraisals. The emails regarding the appraisals occurred after the City Commission had discussed Mr. Ryan's desire to purchase the golf course and to facilitate further informed discussion. (RI, ¶73). The appraisals were necessary so the City Commission would have information regarding the fair market value of the golf course, with the previously discussed restrictions, when considering any potential sale. (RI, ¶87). Respondent provided the appraisals to the City Commission and to Mr. Ryan (RI, ¶87).

There is no exception to the public disclosure, or any provision of confidentiality, regarding the golf course appraisals. (RI, ¶73). The appraisals were public documents upon their receipt to City staff or officials. (RI, ¶¶ 73, 75). Respondent’s efforts to obtain the appraisals were openly discussed during the January 23, 2025, City Commission Regular Meeting. (RI, Composite Exhibit D, 54-57, ¶9 (b)).

The Investigative Report makes it abundantly clear that Respondent was just fulfilling his obligations as the City Manager by assisting the City Commission, at their direction, by obtaining information so the City Commission could make an informed decision regarding any proposed sale. There was nothing corrupt about the actions of Respondent and there was no special benefit or privilege derived by Respondent or the Company.

WHEREFORE, the Respondent, Dale L. Martin, respectfully requests that the Commission on Ethics make a determination of no probable cause as to the alleged violations of Florida Statute Sections 112.313(6) and 112.313(8)

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been sent by e-mail on November 7, 2025, to State of Florida, Commission of Ethics, via email to

/s/ Deborah I. Mitchell
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November 13, 2025

DEBORAH I. MITCHELL
DSK LAW
332 N. MAGNOLIA AVENUE
ORLANDO, FL 32801

Confidential

RE: Complaint No. 25-152, In re DALE L. MARTIN

Dear DEBORAH I. MITCHELL:

Enclosed, for your information, is a copy of the Advocate's Recommendation in the above-referenced complaint. If you wish to provide us with a written response for consideration at the probable cause hearing, it should be filed with our office no later than January 5, 2026.

The complaint will be considered at the January 23, 2026, Commission meeting. The meeting has been scheduled to begin at 10:00 AM. at the First District Court of Appeal, 2000 Drayton Drive, Tallahassee, Florida.

Under the Commission's rules, the Respondent, the Complainant, and their counsel may attend the hearing to observe the Commission's deliberations. The Respondent and the Commission Advocate will be given ten minutes each to provide oral statements to the Commission. That statement, as well as any written statement you may choose to send in advance of the meeting, may address only the preliminary investigation and the applicability of the law to the circumstances set forth in the investigative report. No witnesses may be called at this hearing and no new evidence may be introduced. The sole purpose of the probable cause hearing is to evaluate the results of the preliminary investigation. If you plan to attend, please notify our office at least two days prior to the meeting.

If the Commission finds no probable cause to believe that a violation has occurred, the complaint will be dismissed and no further action will be taken. If the Commission finds probable cause, the Respondent will have the right to a full, evidentiary hearing before any final determination is made.

Please do not hesitate to contact this office if you have questions concerning this matter.

Sincerely,

Millie W. Fulford
Complaint Coordinator

cc: JOSEPH C. BURNS, Commission Advocate

FLORIDA
COMMISSION ON ETHICS

NOV 12 2025

RECEIVED

**BEFORE THE
STATE OF FLORIDA
COMMISSION ON ETHICS**

CONFIDENTIAL

In re: Dale L. Martin,

Respondent. **Complaint No.: 25-152**

_____/

ADVOCATE'S RECOMMENDATION

The undersigned Advocate, after reviewing the Complaint and Report of Investigation filed in this matter, submits this Recommendation in accordance with Rule 34-5.006(3), F.A.C.

RESPONDENT/COMPLAINANT

Respondent, Dale L. Martin, serves as the City Manager for Flager Beach, Florida. Complainant is Midori Imhoof of Flagler Beach, Florida.

JURISDICTION

The Executive Director of the Commission on Ethics determined that the Complaint was legally sufficient and ordered a preliminary investigation for a probable cause determination as to whether Respondent violated Section 112.313(6), Florida Statutes, and Section 112.313(8), Florida Statutes. The Commission on Ethics has jurisdiction over this matter pursuant to Section 112.322, Florida Statutes.

The Report of Investigation was released on October 24, 2025.

ALLEGATION ONE

Respondent is alleged to have violated Section 112.313(6), Florida Statutes, by corruptly using his official position and/or a resource within his trust to secure a special privilege, benefit, or exemption for himself and/or another.

APPLICABLE LAW

Section 112.313(6), Florida Statutes, provides as follows:

> MISUSE OF PUBLIC POSITION. No public officer, employee of an agency, or local government attorney shall corruptly use or attempt to use his or her official position or any property or resource which may be within his or her trust, or perform his or her official duties, to secure a special privilege, benefit, or exemption for himself, herself, or others. This section shall not be construed to conflict with s. 104.31.

The term "corruptly" is defined by Section 112.312(9), Florida Statutes, as follows:

> "Corruptly" means done with a wrongful intent and for the purpose of obtaining, or compensating or receiving compensation for, any benefit resulting from some act or omission of a public servant which is inconsistent with the proper performance of his or her public duties.

In order to establish a violation of Section 112.313(6), Florida Statutes, the following elements must be proved:

1. Respondent must have been a public officer or employee.

2. Respondent must have:
   a) used or attempted to use his or her official position or any property or resources within his or her trust,
   or
   b) performed his or her official duties.

3. Respondent's actions must have been taken to secure a special privilege, benefit or exemption for him- or herself or others.

4. Respondent must have acted corruptly, that is, with wrongful intent and for the purpose of benefiting him- or herself or another

person from some act or omission which was inconsistent with the proper performance of public duties.

ANALYSIS

Complainant alleges that Respondent, who has served as City Manager for the City of Flagler Beach ("City") since August 2023, used his position to secretly pass information to a company that was leasing a City-owned golf course to give it an advantage in the golf course's purchase. (ROI 2, 4, 21)

The City acquired a golf course through a foreclosure sale in 2013 and signed a Golf Course Lease Agreement with Flagler Golf Management, LLC, ("FGM") in November 2015. (ROI 4, 60, Exhibit A1-A18) The lease provided for a 15-year term with the option for FGM to extend for two successive 10-year terms under certain qualifying conditions. (ROI 4) The lease did not include a "first rights" clause or any provision for FGM to purchase the golf course. (ROI 4) The lease was signed by FGM's Manager, Terrence McManus. (ROI 4, Exhibit A12)

The City and FGM had disagreements regarding the condition of the greens and fairways on the golf course, resulting in a Default Cure Extension Agreement in September 2018 and the First Addendum to the Lease in April 2019 to address the minimal standards by which FGM was responsible for maintaining them. (ROI 5, Exhibit A21-23)

In June 2021, FGM Manager McManus was sentenced to four years in prison for his third DUI conviction in ten years. (ROI 6) In 2022, the City and FGM filed lawsuits against each other, which were resolved by a Mediated Settlement Agreement ("Settlement") in June 2023. (ROI 7, Exhibit A24-A64) As part of the Settlement, FGM's members were required to sell their membership interests to a bonafide good faith purchaser for value. (ROI 7, Exhibit A42-A43) "Selling their membership interests," simply meant finding someone to assume the lease, because FGM's only asset was the lease. (ROI 59, 61)

Mr. Jeff Ryan expressed interest in assuming the lease. (ROI 59) An agreement for assumption of the lease between FGM, Ocean Palms Golf Club, LLC ("Ocean Palms"), with Ryan as its agent, and the City was reached on January 25, 2024. (ROI 8, Exhibit A61-A63) The golf course was eventually sold to Ocean Palms. (ROI 57)

Complainant alleges that there was no information regarding the golf course's sale on the City's website and there were no discussions in any public forum regarding the acquisition of appraisals for the golf course. (ROI 10, 14) Complainant confirmed that she had not been attending City Commission meetings until February 2025 but says she spoke with her neighbor who had been attending meetings, and that the neighbor was unaware of any public discussion of the golf course. (ROI 17, 19) Complainant alleges that the City Commission denied her husband the opportunity to present a proposal for a small group to manage the golf course, and that Respondent was pursuing the sale of the golf course without allowing citizens to be heard on the matter. (ROI 19, 20)

Chronology of Communications

The following is a chronology of communications about the golf course involving Respondent in his role as City Manager, City Attorney Andrew Smith, Mayor Patti King, Jeff Ryan representing Leisure Holdings, LLC and Ocean Palms Golf Club, LLC, Complainant, and Mark Imhoof, Complainant's husband.

10/19/2023	Ryan emailed City Attorney Smith requesting a meeting to discuss the golf course. (ROI 22, Exhibit B1)
10/23/2023	Ryan emails City Attorney Smith to coordinate the meeting. (ROI 9, Exhibit B3-B4) Complainant stated that this email was a "secret plan" to sell the golf course. (ROI 15) On the same day, Respondent emailed City Attorney Smith and asked "What is Mr. Ryan's interest in the City Golf Course?" (ROI 23, Exhibit B4)
11/6/2023	Respondent met City Attorney Smith and Ryan at City Hall, where Ryan informed them that he was negotiating the assumption of FGM's lease. (ROI 84)
11/7/2023	Ryan emailed Respondent with an attached plan for the golf course, which relates to how it will be managed, but does not mention purchasing. (ROI 24, Exhibit B6)

11/9/2023	The materials for the City Commission meeting on this date contain a report from City Attorney Smith about meeting with a party interested in purchasing the golf course, which was discussed during the meeting. (ROI 25, 84)
11/27/2023	Ryan files articles of incorporation for Leisure Holdings, LLC, listing himself as Manager. (ROI 27, Exhibit C1-C2)
11/29/2023	Ryan emails Respondent, notifying him that Ryan has reached an agreement with FGM and an offer is forthcoming. (ROI 28, Exhibit B8)
12/8/2023	Ryan emailed Respondent that he had retained Jay Livingston as legal counsel for the lease transfer. (ROI 29, Exhibit B9)
12/14/2023	A video recording of the CRA Board and City Commission meeting shows that City Attorney Smith notified the Commission that the potential new Lessee, Ryan, wanted assurances that the existing lease could be modified to allow for a future purchase of the golf course. (ROI 30)
1/11/2024	City Commission meeting minutes note discussion of Ryan's purchase of the lease from FGM, with concerns noted. (ROI 32, Exhibit D4-D5) City Attorney Smith states that at this meeting, Ryan and his counsel, Attorney Livingston were clear that his ultimate intent was to purchase the golf course. (ROI 63)
1/17/2024	Leisure Holdings, LLC, and KTS Holdings, LLC, filed articles of organization for Ocean Palms Golf Club, LLC, with Jeff Ryan and Tanuj Seoni signing for each company. (ROI 35, Exhibit C3-C7)
1/25/2024	The City waived certain provisions to facilitate an Assignment and Assumption of Lease between FGM and Ocean Palms Golf Club, which was represented by Tanuj Seoni of KTS Holdings, LLC, and Ryan, Manager of Leisure Holdings, LLC. (ROI 8, Exhibit A61-A63) The City Commission approved unanimously, and video of the City Commission meeting shows discussion of long-term plans for Ocean Palms to purchase the golf course, which is reflected in the minutes. (ROI 36, 64, Exhibit D10)
Summer 2024	Complainant learned that the golf course had a new contractor to manage it and met with then-City Commissioner Mealy to discuss her concerns. (ROI 10) Mealy shared a conceptual plan for the course, and during this meeting Complainant learned that Jeffrey Ryan and Tanuj Seoni had proposed to purchase it. (ROI 10) Mealy stated that she told Complainant that Ryan had an interest in purchasing the property "from the get-go." (ROI 58)
9/3/2024	The City's Planning and Architectural Review Board considered a site development plan submitted by Ryan. (ROI 38) No formal action from the City Commission is required, but there has been no movement on this plan as of September 3, 2025. (ROI 38) City Attorney Smith stated that Ryan's purchase of the golf course was discussed at this meeting. (ROI 65)
9/17/2024	Ryan emailed City Attorney and Respondent asking what needs to happen to move forward on "the asset purchase." (ROI 39, Exhibit B18)
9/29/2024	Complainant emailed Respondent and Mayor King with her concerns. (ROI 12)
10/24/2024	The St. John's River Water Management District acknowledged Ryan's application for the Club House and parking lot renovation. (ROI 40, Exhibit E)

12/17/2024	Ryan emailed Respondent to "touch base on the asset purchase." (ROI 9, Exhibit B16) Complainant stated that Mealy told her that the course was sold around this same time. (ROI 17)
12/18/2024	Respondent emailed Real Estate Appraiser Jim Cooksey regarding an appraisal of the Golf Course. (ROI 42, Exhibit B20-B22)
12/20/2024	Respondent emailed Ryan regarding the status of appraisals of the course (ROI 9, Exhibit B23)
1/10/2025	Respondent emailed BBG Real Estate Services regarding an appraisal of the golf course. (ROI 44, Exhibit B24)
1/16/2025	Cooksey & Associates provided an appraisal of $810,000. (ROI 45, Exhibit F1-F3)
1/23/2025	Respondent provided a staff report to the Commission, advising that he was acquiring appraisals for the golf course. (ROI 46, Exhibit D56)
Feb or Mar of 2025	Complainant attended a City Commission meeting and one of the Commissioners suggested selling the course if someone was interested. (ROI 13)
2/12/2025	Mayor Patti King and Complainant began an email exchange regarding the sale of the golf course, where Mayor King said that the City had no plans to sell it. (ROI 9, Exhibit B26)
3/4/2025	Respondent emailed Ryan, the City Commissioners, the City Clerk, City Attorney Smith, and the City Planner an appraisal, noting that the golf course will be permanently restricted to golf course operations. (ROI 48, Exhibit B27)
3/12/2025	Heffington & Associates provided an appraisal report of $794,000. (ROI 50, Exhibit F4-F7)
3/13/2025	Respondent emailed the Heffington appraisal to Ryan, City Attorney Smith, and the elected Commissioners. (ROI 9, 51, Exhibit B28-B30)
3/27/2025	Mark Imhoof notifies the City Commission of a newly formed citizen group concerned about the status of the golf course and requested a workshop or regular meeting to discuss any new lessee. (ROI 52)
4/22/2025	BBG Real Estate Services provided an appraisal of $800,000, which Respondent forwarded to the City's elected officials, City Clerk, and City Attorney Smith. (ROI 53, Exhibit B35-B36)
5/1/2025	Mark Imhoof, Complainant's spouse, emailed the City Commissioners and the Mayor asking for a response to a citizen petition and for weekly updates regarding the golf course's status. (ROI 9, Exhibit B37)
6/20/2025	Tanuj Seoni, Principal of Ocean Palms, wrote a non-binding Letter of Intent to purchase the golf course. (ROI 55, Exhibit D65-D73)
7/10/2025	Materials for a regular City Commission meeting included the Letter of Intent and a letter written by Mark Imhoof opposing the sale. (ROI 56, Exhibit D60-D77) The City Commission voted 5-1 to begin negotiations. (ROI 56)
August 2025	A new party expressed interest in purchasing the golf course, and Respondent contacted this party and encouraged them to submit an offer. (ROI 68, 78)
10/9/2025	The City Commission voted 3-2 to approve the purchase agreement for Ocean Palms to purchase the golf course. (ROI 57)

City Attorney Smith explained that Respondent has the authority to seek appraisals for the golf course, so long as he does not exceed his $35,000 spending authority, which he did not. (ROI 67, 88) He further stated that Respondent sought appraisals to facilitate more informed discussion after the City Commission discussed Ryan's potential purchase of the golf course. (ROI 73) He also explained that the City Commission would consider Ocean Palms' offer to purchase the golf course in October 2025, which would require the passing of an ordinance, which would require two public hearings before being approved. (ROI 69) Regarding the Mayor's February 2025 emails stating that the City had no plans to sell the golf course, City Attorney Smith stated that he could not explain them but opined that any sale was speculative unless the City Commission had determined what it would do. (ROI 74)

Mayor King explained that her email to Complainant was accurate because the appraisals were not obtained for any specific potential buyer, and that there was no firm offer to purchase the golf course at the time. (ROI 77) She also believes that there was no secret activity taking place regarding the sale of the golf course. (ROI 79)

Respondent stated that he was responsible for providing information to the City Commission regarding the sale or lease of City property but does not need its permission to explore the possibility of selling City property, correspond with potential buyers, or have discussions regarding City issues. (ROI 81) He stated that he keeps the City Commission informed of such conversations. (ROI 81) He obtained appraisals for the benefit of the Commission considering Ryan's expressed interest in purchasing the golf course, which he forwarded to the City Commission and to Ryan. (ROI 87) Respondent states that there were no shade meetings regarding the golf course. (ROI 86) Respondent confirmed that in February 2025 he told Mayor King that the golf course had not been sold. (ROI 90) He added that he did not recall telling her that there

were no current plans but opined that he was only seeking information to provide to the Commission at that time, so that would have been accurate. (ROI 90)

Selling the golf course was publicly discussed at City Commission meetings on November 9, 2023, December 14, 2023, January 11, 2024, January 25, 2024, the meeting that Complainant attended in February or March 2025, July 10, 2025, and October 9, 2025. It was also discussed at a Planning and Architectural Review Board meeting on September 3, 2024. Furthermore, the letter written by Complainant's husband opposing the sale was included in the July 10, 2025 City Commission meeting materials. It does not appear that Respondent took any action to keep the sale of the golf course a secret, to prohibit citizen input on the sale, or that he otherwise improperly performed his public duties to obtain a special benefit, privilege, or exemption for himself or another.

Therefore, based on the evidence before the Commission, I recommend that the Commission find no probable cause to believe that Respondent violated Section 112.313(6), Florida Statutes.

ALLEGATION TWO

Respondent is alleged to have violated Section 112.313(8), Florida Statutes, by using and/or disclosing information not available to the public and gained by reason of his official position, for the benefit of himself or another.

APPLICABLE LAW

Section 112.313(8), Florida Statutes, provides as follows:

> DISCLOSURE OR USE OF CERTAIN INFORMATION.—A current or former public officer, employee of an agency, or local government attorney may not disclose or use information not available to members of the general public and gained by reason of his or her official position, except for information relating exclusively to governmental practices, for his or her personal gain

or benefit or for the personal gain or benefit of any other person or business entity.

To establish a violation of Section 112.313(8), Florida Statutes, the following elements must be proved:

1. Respondent must have been a public officer or employee.

2. Respondent must have disclosed or used information that was:

   a. Not available to members of the general public,
   and
   b. Gained by reason of Respondent's official position.

3. Such information was disclosed or used with an intent to secure personal gain or benefit for the Respondent or for another person or business entity.

ANALYSIS

The underlying facts and circumstances relating to this allegation are contained above in Allegation One. See Analysis in Allegation One. It does not appear that Respondent used or disclosed any information to anyone that was not available to members of the general public.

Therefore, based on the evidence before the Commission, I recommend that the Commission find no probable cause to believe that Respondent violated Section 112.313(8), Florida Statutes

RECOMMENDATION

It is my recommendation that:

1. There is no probable cause to believe that Respondent violated Section 112.313(6), Florida Statutes, by corruptly using his official position and/or a resource within his trust to secure a special privilege, benefit, or exemption for himself and/or another.

2. There is no probable cause to believe that Respondent violated Section 112.313(8), Florida Statutes, by using and/or disclosing information not available to the public and gained by reason of his official position, for the benefit of himself or another.

Respectfully submitted this 12th day of November 2025.

JOSEPH C. BURNS
Advocate for the Florida Commission
on Ethics
Florida Bar No. 1023385
Office of the Attorney General
The Capitol, PL-01
Tallahassee, FL 32399-1050
(850) 414-3300, Ext. 3702

Jon M. Philipson
Chair
Paul D. Bain
Michael H. Hellman
Laird A. Lile
Ashley Lukis
Jeremy M. Rodgers
Linda Stewart

State of Florida
COMMISSION ON ETHICS
P.O. Drawer 15709
Tallahassee, Florida 32317-5709

325 John Knox Road
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Deputy Executive Director/ General Counsel

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"A Public Office is a Public Trust"

January 7, 2026

Confidential

DEBORAH I. MITCHELL
DSK LAW
332 N. MAGNOLIA AVENUE
ORLANDO, FL 32801

RE: Complaint No. 25-152, In re DALE L. MARTIN

Dear DEBORAH I. MITCHELL:

The probable cause hearing in the above-referenced complaint is scheduled for consideration at the January 23, 2026, Commission meeting. The meeting has been scheduled to begin at 1:30 PM., in the First Floor Meeting Room, First District Court of Appeal, 2000 Drayton Drive, Tallahassee, Florida.

Under the Commission rules, the Respondent, the Complainant, and their counsel may attend the hearing to observe the Commission's deliberations. The Respondent and the Commission Advocate will be given ten minutes each to provide statements to the Commission. No witnesses may be called at this hearing and no new evidence may be introduced. The sole purpose of the probable cause hearing is to evaluate the results of the preliminary investigation. If you plan to attend the meeting, please notify our office at least two days prior to the meeting.

Please do not hesitate to contact this office if you have questions concerning this matter.

Sincerely,

Millie W. Fulford

Millie W. Fulford
Complaint Coordinator

DATE FILED
JAN 2 8 2026
COMMISSION ON ETHICS

BEFORE THE
STATE OF FLORIDA
COMMISSION ON ETHICS

In re DALE L. MARTIN,	)	
	)	Complaint No. 25-152
Respondent.	)	
	)	
	)	

PUBLIC REPORT

Based on the preliminary investigation of the complaint and the recommendation of the Commission's Advocate, the Commission on Ethics finds there is no probable cause to believe the Respondent, who serves as the City Manager for the City of Flagler Beach, violated Section 112.313(6), Florida Statutes, by corruptly using his official position and/or a resource within his trust to secure a special privilege, benefit, or exemption for himself and/or another; and finds there is no probable cause to believe the Respondent violated Section 112.313(8), Florida Statutes, by using and/or disclosing information not available to the public, and gained by reason of his official position, for the benefit of himself or another, as alleged in the complaint.

Accordingly, this complaint is dismissed with the issuance of this public report.

ORDERED by the State of Florida Commission on Ethics meeting in executive session on January 23, 2026.

January 28, 2026
Date

Jon M. Philipson
Chair, Florida Commission on Ethics

JMP: gps

cc: Ms. Deborah I. Mitchell, Attorney for Respondent
Mr. Joseph C. Burns, Commission Advocate
Ms. Midori Imhoof, Complainant

DSK Law
de Beaubien · Simmons · Knight · Mantzaris · Neal
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Phone: 407-422-2454
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www.dsklawgroup.com

Dale L. Martin
105 S. 2nd Street
Flagler Beach, FL 32136

October 16, 2025
Invoice # 530785

For Legal Services Rendered Through 09/30/25

Re: 063907 063907-Complaint No.:25-152, in re DALE L. MARTIN

Date	Atty	Description	Hours	Amount
09/19/25	DM	Conference with DFM re: Ethics Complaint and interview of Flagler City Manager, Dale Martin; Review Ethics Complaint; Prepare email to DFM re: same	0.80	220.00
09/19/25	DM	Conference with DFM re: Ethics Complaint and interview of Flagler City Manager, Dale Martin	0.20	55.00
09/19/25	DM	Review Ethics Complaint; Review Division of Corporation On-line records for any business entities associated with Complainant, Midori Imhoof; and Request conflict check	0.30	82.50
09/19/25	DM	Review email from DFM re: availability for telephone conference; Prepare email to DFM re: same	0.10	27.50
09/22/25	SML	Review emails from D. Mantzaris and D. Martin re: setting telephone call Monday to discuss ethics commission meeting and potential legal assistance with same; discuss with J. Sharma re: who will set up zoom meeting, add to calendar, and send to client; review email from J. Sharma re: D. Mantzaris wants to move meeting time; prepare response to same	0.30	30.00
09/22/25	SML	Review emails from D. Mantzaris re: meeting time changed and request for me to prepare zoom link for D. Martin, D. Mantzaris, and D. Mitchell re: Ethics Claim	0.20	20.00

Date	Atty	Description	Hours	Amount
09/22/25	DM	Review related materials being considered by Commission re: Commission on Ethics Investigation and related email communications	0.40	110.00
09/22/25	DM	Conference with D. Martin and DFM re: Commission on Ethics Investigation and factual information and background relating to same	0.60	165.00
09/22/25	DM	Telephone Conference with DFM re: Recent communications with City Attorney, D. Smith	0.10	27.50
09/23/25	SML	Prepare Representation Agreement for Dale L. Martint	0.40	40.00
09/23/25	DM	Prepare email to D. Martin re: Representation Agreement	0.20	55.00
09/23/25	DM	Telephone conference with City Attorney, D. Smith re: interview with Commission on Ethics	0.20	55.00
09/24/25	DM	Review City Commission Meeting video where potential projects were discussed and review history of Ocean Palm Golf Club; Review proposed Purchase and Sale Agreement and comments by citizens relating to the reporting on the potential sale	0.60	165.00
09/25/25	SML	Assist attorney in preparation for Ethics Commission Interview of client on 9/26/25 by preparing binder with relevant papers and pleading's, collated and tabbed, for her review and use during same	0.40	40.00
09/26/25	DM	Travel from Orlando to Flagler Beach re:client meeting	1.40	385.00
09/26/25	DM	Meet with City Manger, Dale Martin re: prepare client for interview with Ethics Commission Investigator, M. Lambeth	0.90	247.50
09/26/25	DM	Attend ethics commission interview of D. Martin by Marian Lambeth re: ethics commission investigation relating to the Ocean Palm Golf Course	1.00	275.00

Date	Atty	Description	Hours	Amount
09/30/25	SML	Receive and profile client/attorney emails and documents within same as client documents, evidence, and research to aid attorney in defense of client	0.30	30.00
09/30/25	DM	Review email communications from Commission Investigator, M. Lambeth and forward to client re: acknowledging receipt of Notice of Appearance and video links; providing opinion regarding responding to communications directed to City Manager from Complainant, M. Imhoof	0.20	55.00
09/30/25	DM	Prepare email correspondence to D. Smith re: request to confer on matter	0.10	27.50
09/30/25	DM	Review video of Commission Meeting held on September 25, 2025, referenced in email from M. Imhoof re: context of quoted language contained in email correspondence for discussion with D. Smith	0.30	82.50

Summary of Services

		Rate	Hours	Amount
DM	Deborah Mitchell - Partner	275.00	11.80	3,245.00
SML	Shannon Lee - Paralegal	100.00	1.80	180.00
Total Fees			**13.60**	**$3,425.00**
Subtotal				**$3,425.00**
		Retainer Applied		-1,500.00
		Current Due		**$1,925.00**
		Previous Balance		0.00
		Payments Since Last Bill		-0.00
		Total Due		**$1,925.00**

Retainer Balance: $0.00

All Invoices Due Upon Receipt. Balance Subject to 12% Finance Charge.

Our Federal Tax ID #: 59-2206392

DSK Law
de Beaubien · Simmons · Knight · Mantzaris · Neal
EST. 1976
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332 North Magnolia Avenue
Orlando, Florida 32802
Phone: 407-422-2454
Tax ID No. 59-2206392
www.dsklawgroup.com

Dale L. Martin
105 S. 2nd Street
Flagler Beach, FL 32136

November 12, 2025
Invoice # 531820

For Legal Services Rendered Through 10/31/25

Re: 063907 063907-Complaint No.:25-152, in re DALE L. MARTIN

Date	Atty	Description	Hours	Amount
10/03/25	DM	Review email from D. Martin re: upcoming agenda for City Commission Meeting and agenda discussion on proposed sale of golf course; calendar same and schedule follow-up call	0.20	55.00
10/09/25	DM	Call to D. Martin mobile re: message left	0.10	0.00
10/09/25	DM	Conference with D. Martin re: upcoming City Commission Meeting	0.20	55.00
10/09/25	DM	Review Ocean Palms Golf Course Purchase and Sale Agreement submitted with Agenda (26 pages)	0.30	82.50
10/09/25	DM	Review of Staff Report re: D. Martin's Report to Commission on Agenda Item re: Purchase and Sale Agreement	0.10	27.50
10/09/25	DM	Review Trinity Restoration and Contracting Intent to Purchase/Lease; Golf Course Lease; Letter of Intent; BBG Appraisal; Heffington Appraisal; Cooksey Appraisal re: items submitted with Purchase and Sale Agreement for City Commission's consideration of proposal	0.50	137.50

Date	Atty	Description	Hours	Amount
10/28/25	SML	Review documents received from Commission on Ethics including correspondence re: hearing in January, Order to Investigate, and Report of Investigation; calendar hearing and deadline to respond to Report with appropriate reminders; scan and profile documents into file; and prepare email with update and a binder for DM/DFM with copies of documents for their review to work on preparing Response	0.80	80.00
10/28/25	DFM	Review Investigative Report and correspondence from Ethics Commission re: probable cause hearing; review code of ethics and cases on special benefit corrupt acts of public officials; Prepare email to D. Mitchell re: response;	0.50	137.50
10/28/25	SML	Discuss setting conference call with DM and client and prepare correspondence to client with documents received from Commission on Ethics and request for conference call to discuss same	0.20	20.00
10/29/25	DM	Receive and review Correspondence from Ethics Commissions re: outcome of preliminary investigation, transmission of report and deadline to respond	0.10	27.50
10/31/25	DM	Detailed review and analysis of Investigative Report and all exhibits and attachments to same re: Investigative Findings, Interviews, and evidence to be presented at the probable cause hearing (230 pages)	2.20	605.00
10/31/25	DM	Telephone conference with D. Martin re: Investigative Report, response to report, additional evidence to be included in response to report, and confer on same	0.50	137.50

Summary of Services

		Rate	Hours	Amount
DFM	Daniel F Mantzaris - Partner	275.00	0.50	137.50
DM	Deborah Mitchell - Partner	268.45	4.20	1,127.50
SML	Shannon Lee - Paralegal	100.00	1.00	100.00
Total Fees			**5.70**	**$1,365.00**

Current Due	**$1,365.00**
Previous Balance	3,425.00
Payments Since Last Bill	-3,425.00
Total Due	**$1,365.00**

All Invoices Due Upon Receipt. Balance Subject to 12% Finance Charge.

Our Federal Tax ID #: 59-2206392

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Dale L. Martin
105 S. 2nd Street
Flagler Beach, FL 32136

December 10, 2025
Invoice # 532845

For Legal Services Rendered Through 11/30/25

Re: 063907 063907-Complaint No.:25-152, in re DALE L. MARTIN

Date	Atty	Description	Hours	Amount
11/05/25	DM	Review email from D. Martin and respond to same re: Response to Investigative Report	0.10	27.50
11/06/25	DM	Detailed analysis of Investigative Report and attachments re: preparation of written response to same	0.80	220.00
11/07/25	DM	Prepare Response to Report of Investigation	4.50	1,237.50
11/07/25	DM	Prepare email to D. Martin re: Response to Report of Investigation and request to confer on same	0.10	27.50
11/07/25	SML	Call to Ethics Commission to obtain service email for Response to Report from Investigation; notate contact information and discuss next steps in investigation to look out for	0.20	20.00
11/07/25	SML	Call to D. Martin to schedule call with DM to go over draft Response to Report prior to filing	0.10	10.00
11/07/25	DM	Continue to prepare Response to Investigative Report and prepare email to DFM requesting review and comment on same	0.50	137.50
11/07/25	DFM	Review and revise response to complaint to be filed in probable cause hearing;	0.50	137.50

Date	Atty	Description	Hours	Amount
11/07/25	DM	Service Email to Commission on Ethics re: Response to Investigative Report	0.20	55.00
11/07/25	DM	Review email from DFM re: review of response and recommended revisions and additional arguments for same; review and finalize Response to Report of Investigation	0.60	165.00
11/07/25	DM	Conference with D. Martin re: review of response and approval for filing	0.40	110.00
11/21/25	SML	Receive mail from Commission on Ethics including correspondence re: time to file written response and more details regarding evidentiary hearing, and including the Advocate's Recommendation (10 pages)	0.20	20.00
11/21/25	DM	Detailed review and analysis of Advocate's Recommendation	0.30	82.50
11/21/25	DM	Review correspondence from Ethic's Commission re: Advocate's Recommendation, Probable Cause Hearing, ability to Respond to Recommendation	0.10	27.50
11/21/25	DM	Prepare email to DFM re: Advocate's Recommendation	0.10	27.50
11/21/25	DM	Review email to D. Martin re: correspondence from Ethic's Commission and Advocate's Recommendation	0.10	27.50
11/21/25	DM	Request that Correspondence from Ethic's Commission and Advocate's Recommendation be sent to D. Martin and that a conference be coordinated to discuss the same	0.10	27.50
11/24/25	SML	Email exchange with D. Martin re: setting conference call to discuss recent correspondence from Ethics Commission	0.10	10.00

Date	Atty	Description	Hours	Amount
11/26/25	DM	Telephone conference with D. Martin re: discuss Advocate's Recommendation, upcoming probable cause hearing, and recent developments and commission meetings relating to the golf course	0.30	82.50

Summary of Services

		Rate	Hours	Amount
DFM	Daniel F Mantzaris - Partner	275.00	0.50	137.50
DM	Deborah Mitchell - Partner	275.00	8.20	2,255.00
SML	Shannon Lee - Paralegal	100.00	0.60	60.00
Total Fees			**9.30**	**$2,452.50**

Current Due	**$2,452.50**
Previous Balance	1,365.00
Payments Since Last Bill	-1,365.00
Total Due	**$2,452.50**

All Invoices Due Upon Receipt. Balance Subject to 12% Finance Charge.

Our Federal Tax ID #: 59-2206392

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Dale L. Martin
105 S. 2nd Street
Flagler Beach, FL 32136

February 17, 2026
Invoice # 535105

For Legal Services Rendered Through 01/31/26

Re: 063907 063907-Complaint No.:25-152, in re DALE L. MARTIN

Date	Atty	Description	Hours	Amount
01/08/26	DM	Review email from M. Fulford and respond to same re: upcoming probable cause hearing	0.10	27.50
01/08/26	SML	Email exchange with M. Fullford re: request for hearing attendance confirmation; save correspondence to file	0.20	20.00
01/09/26	DM	Review email from D. Martin and respond to same re: update on City's sale of the golf course and confirming attendance at probable cause hearing	0.10	27.50
01/11/26	DM	Prepare email to D. Martin re: Notice from Commission on Ethics re: confirming Probable Cause hearing	0.10	27.50
01/22/26	SML	Review prior correspondence and confirm time/travel time to in person ethics commission meeting; call to Millie Fulford to confirm time due to meeting time changing between initial and second letter of correspondence; leave voicemail and send subsequent email to D. Martin to remind him of the hearing and corrected time for same	0.20	20.00
01/23/26	DM	Travel to and from Tallahassee, Florida re: travel to attend Ethics Commission Probable Cause Hearing	8.80	2,420.00
01/23/26	DM	Meet with D. Martin; Attend Probable Cause Hearing; Post Hearing Conference with D. Martin	0.80	220.00

DSK Law

de Beaubien · Simmons · Knight · Mantzaris · Neal

EST. 1976

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www.dsklawgroup.com

Dale L. Martin
105 S. 2nd Street
Flagler Beach, FL 32136

March 16, 2026
Invoice # 536215

For Legal Services Rendered Through 02/28/26

Re: 063907 063907-Complaint No.:25-152, in re DALE L. MARTIN

Disbursements

Date	Description	Amount
02/11/26	516 Miles to Tallahassee for Ethics Commission Hearing on 01/23/2026 - Deborah Mitchell	374.10
02/11/26	Tolls to Tallahassee for Ethics Commission Hearing on 01/23/2026 - Deborah Mitchell	6.36
Total Disbursements		**$380.46**

Current Due	**$380.46**
Previous Balance	3,037.50
Payments Since Last Bill	-3,037.50
Total Due	**$380.46**

All Invoices Due Upon Receipt. Balance Subject to 12% Finance Charge.

Our Federal Tax ID #: 59-2206392

Tru By Hilton - Tallahassee Central FL
2814 Apalachee Pkwy, Tallahassee 32301
FL US
8507925400
TLHCN_TRU@hilton.com

Date Range: 2025-12-11 - 2026-01-26
Tax#/ID# :

Guest Folio

Confirmation Number - 3379325796

Primary Guest		ADDN GUESTS	Hilton Honors
Guest Name	Martin, Dale		
Address			
City, State, Zip Code	Flagler Beach FL		
Country	32136		

Stay Details		Company Details	Other Details	
Check In Date	Jan 22, 2026	Name	Tax Invoice	
Check Out Date	Jan 26, 2026	Tax#/ID#	Tax/Fee Exemption	YES
Room	K1 - 419	PO Number	Tax/Fee Exempt Date	Jan 22, 2026
Source	OTHER	Account Name	**Travel Agent**	
Guests	1/0		IATA	
			Name	

Date	Type	Description	Amount
Dec 11, 2025	Payments	AMEX-3000	($556.03)
Jan 22, 2026	Charge	GUEST ROOM-Tax Exempted	$123.00
Jan 23, 2026	Charge	GUEST ROOM-Tax Exempted	$120.00
Jan 24, 2026	Charge	GUEST ROOM-Tax Exempted	$120.00
Jan 25, 2026	Charge	GUEST ROOM-Tax Exempted	$131.25
Jan 26, 2026	Refunds	AMEX-3000-CREDIT CARD REFUND	$61.78

Summary

Type	Amount
CREDIT CARD	($494.25)
GUEST ROOM	$494.25
Folio Balance	**$0.00**

Check In Time **11:59 PM**
Check Out Time **10:21 AM**

Reservations trubyhilton.com or +1-844-TRUYOU8

Staff Report

City Commission Regular Meeting

April 9, 2026

To:	City Commission
From:	Drew Smith, City Attorney
Meeting Date:	April 9, 2026
Item Name:	Ordinance 2026-05. An Ordinance of the City Commission of the City of Flagler Beach, Florida, amending the Code of Ordinances of the City of Flagler Beach related to the use of bicycles, electric bicycles, motorized scooters, motorized skateboards, and off-road electric motor-driven cycles; providing for enforcement and penalties for violation; providing for severability, codification, conflicts, and an effective date (Second [Final] Reading).

Background:

Attorney Smith drafted Ordinance 2026-05 which was reviewed at First Reading at the March 12 City Commission Regular Meeting. Recommendations were made. Attorney Smith has amended the Ordinance based upon those comments and is representing it for consideration at Second (Final) Reading.

Fiscal Impact:

Staff Recommendation:

Satff recommends approval of Ordinance 2026-05.

Attachments:

1. Ordinance 2026-05 E-Bike (Rev 032726)
2. BIE - Ebikes
3. 2026-05 Affidavit

ORDINANCE 2026-05

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE CITY OF FLAGLER BEACH RELATED TO THE USE OF BICYCLES, ELECTRIC BICYCLES, MOTORIZED SCOOTERS, MOTORIZED SKATEBOARDS, AND OFF-ROAD ELECTRIC MOTOR-DRIVEN CYCLES; PROVIDING FOR ENFORCEMENT AND PENALTIES FOR VIOLATION; PROVIDING FOR SEVERABILITY, CODIFICATION, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, the City of Flagler Beach is granted authority under Article VIII of the State Constitution, to exercise any power for municipal purposes, except when expressly prohibited by law; and,

WHEREAS, the City Commission desires to adopt an ordinance controlling and regulating the operation of Bicycles, Electric Bicycles, Motorized Scooters, Motorized Skateboards, other similar motorized devices, and Off-Road Electric Motor-Driven Cycles, as those terms are herein defined, within the City of Flagler Beach; and,

WHEREAS, Section 316.008, Florida Statutes, Powers of local authorities, permits local authorities to regulate and exercise police powers with respect to streets and highways within their jurisdictions; and,

WHEREAS, Section 316.20655, Florida Statutes, permits a local government to adopt an ordinance governing the operation of electric bicycles on streets, highways, sidewalks, sidewalk areas, including bike paths, multiuse paths, and trail networks under the local jurisdiction, and to establish minimum age requirements and require photographic I.D. for electric bicycle operators; and,

WHEREAS, the City Commission finds adopting an Ordinance will aid in establishing a safe environment for the public use of city pathways, streets, sidewalks, paths and trails; and,

WHEREAS, the City Commission of the City of Flagler Beach, Florida, finds this Ordinance to be in the best interest of the public health, safety, and welfare of the citizens of Flagler Beach.

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

SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS. The above recitals are hereby adopted as the legislative and administrative findings of the City Commission. Further, it is the intent of this section, under certain circumstances, to authorize municipal regulation of the operation of bicycles, electric bicycles, motorized scooters, motorized skateboards, off-road

electric motor-driven cycles, and other motorized recreational mobility devices upon City maintained roads, sidewalks, and other property in certain incorporated areas of the City of Flagler Beach. Adoption of this section shall not be relied upon as a determination the operation of bicycles, electric bicycles, motorized scooters, motorized skateboard, electric powered cycles or any other vehicle or device on roads or public sidewalks is safe or advisable. All persons operating the devices described herein do so at their own risk, and must be observant of, and attentive to, the safety of themselves and other motorists, cyclists and pedestrians.

SECTION 2. AMENDMENTS TO THE CITY OF FLAGLER BEACH CODE OF ORDINANCES

ARTICLE V. - BICYCLES, ELECTRIC BICYCLES, MOTORIZED SCOOTERS, AND MICROMOBILITY DEVICES

Sec. 19-80. - Definitions.

The following words and phrases, when used in this article, shall, for the purpose of this article, have the meanings respectively ascribed to them in this section, except when the context otherwise requires. Whenever any words and phrases used in this chapter are not defined in this section but are defined in the state laws regulating the operation of vehicles, any such definition in state law shall be deemed to apply to such words and phrases used in this chapter, except when the context otherwise requires:

Bicycle means every vehicle propelled solely by human power having two (2) tandem wheels, and including any device generally recognized as a bicycle though equipped with two (2) front or two (2) rear wheels. The term does not include an electric bicycle, motorized scooter or similar device.

Bicycle lane means any portion of a roadway or highway which is designated by pavement markings and signs for preferential or exclusive use by bicycles.

Bicycle path means any road, path, or way open to bicycle travel, which road, path, or way is physically separated from motorized vehicular traffic by an open space or by a barrier and is located either within the highway right-of-way or within an independent right-of-way.

City owned means

a. Property in which the City has a property interest, such as fee simple ownership or an easement, and

b. Property which the City maintains regardless of ownership, such as the Atlantic Beach.

Crosswalk means:

a. Part of a roadway at an intersection included within the connections of the lateral lines of the sidewalks on opposite sides of the highway, measured from the curbs or, in the absence of curbs, from the edges of the traversable roadway.

b. Any portion of a roadway at an intersection or elsewhere distinctly indicated for pedestrian crossing by lines or other markings on the surface.

Daytime means the period from a half hour before sunrise to a half hour after sunset. The term *Nighttime* means at any other hour.

Electric bicycle means any bicycle or tricycle equipped with fully operable pedals, a seat or saddle for use of the rider, and an electric motor of less than seven hundred fifty (750) watts. This definition includes all classes of electric bicycle under F.S. § 316.003~~(22)~~.

Micromobility device means any motorized transportation device made available for private use by reservation through an online application, website, or software for point-to-point trips and which is not capable of traveling at a speed greater than 20 miles per hour on level ground as defined by F.S. § 316.003~~(38)~~. This term includes motorized scooters and bicycles as defined by F.S. § 316.003.

Off-road electric-driven cycle means any motor vehicle having a seat or saddle for the use of the rider and designed to travel on not more than three wheels in contact with the ground. This vehicle has no pedals or has a motor that exceeds 750 watts or is powered by an electric motor which may exceed speeds of 28 miles per hour. These vehicles are best understood as off-highway motorcycles (Dirt bikes) as defined by 317.0003~~,~~ Fla. Stat. and powered by an electric engine, which was not designed for and are not authorized to operate on roadways.

Other motorized recreational mobility device means any self-propelled wheeled device with or without a deck for standing and with or without an upright control handle capable of travelling at speeds greater than twenty (20) miles per hour on level ground not otherwise defined herein. This definition shall include but not be limited to motorized unicycles and motorized skates. This definition shall not include personal mobility devices such as medical mobility scooters and powered wheelchairs utilized by those with mobility limitations.

Right-of-way means property owned or controlled by the city or other governmental entity over which the public has a right-of-passage, including, without limitation, the streets, parkways, paths, multi-use trails, boardwalks, alleys, sidewalks, and driveways constructed thereon.

Road means a road, street, or highway or designated segment thereof in the incorporated area of the City, pursuant to F.S. ch. 316.

Sidewalk means that portion of a right-of-way between the curbline, or the lateral line, of a roadway and the adjacent property lines, that is improved for intended use by pedestrians or by bicycles in areas designated for bicycle use.

Motorized scooter means any vehicle or micromobility device without pedals that is powered by a motor with or without a seat or saddle for the use of the rider, which is designed to travel on not more than three (3) wheels, and which is not capable of propelling the vehicle at a speed greater than twenty (20) miles per hour on level ground as defined by F.S. § 316.003~~(45)~~.

Stage or *staging* means the parking and/or placing of electric bicycles, micromobility devices or motorized scooters on a right-of-way, within a public park, or on other public or private property for the purpose of advertising or displaying such micromobility devices to the general public for use or rental.

Sec. 19-81. - Electric bicycle, off-road electric driven cycle, motorized skateboard, ~~and~~ motorized scooter, and other motorized recreational mobility device riding prohibited on certain sidewalks, boardwalks, and the Atlantic beach.

It shall be unlawful for any person to ride an electric bicycle, off-road electric driven cycle, motorized skateboard, ~~or~~ motorized scooter, or other motorized recreational mobility device upon any public sidewalk adjacent to S.R. A1A or the Atlantic beach ~~within the city limits of the City of Flagler Beach~~ between North 10th Street and South 10th Street. It shall also be unlawful for any person to ride any such devices upon any public boardwalk located within the city limits of the City of Flagler Beach.

Sec. 19-82. - Bicycles, micromobility devices, electric bicycles, off-road electric driven cycle, motorized skateboard, ~~and~~ motorized scooters, or other motorized recreational mobility device obstructing streets or sidewalks.

No bicycle, electric bicycle, micromobility device, off-road electric driven cycle, motorized skateboard, ~~or~~ motorized scooter, or other motorized recreational mobility device shall be parked, abandoned or otherwise left upon any street, right-of-way or sidewalk in such a manner as to obstruct traffic, either of vehicles or pedestrians, or to obstruct any stopping or parking space. The city may seize and impound any bicycle, electric bicycle, off-road electric driven cycle, motorized skateboard, micromobility device, ~~or~~ motorized scooter, or other motorized recreational mobility devices parked, abandoned or otherwise left in violation of this section. Such property will be released to the lawful owner after all impoundment and storage fees have been paid. Any bicycle, electric bicycle, micromobility device, off-road electric driven cycle, motorized skateboard, ~~or~~ motorized scooter, or other motorized recreational mobility devices that remains unclaimed within the city for five (5) days is subject to sale pursuant to the

procedures for abandoned or lost property set forth in F.S. § 705.103, or by any other method allowed by the laws of the State of Florida.

Sec. 19-83. – Bicycle, ~~E~~electric bicycles~~ ~~, motorized skateboard, and motorized scooter, and other motorized recreational mobility device operation.

~~Electric bicycles and motorized scooters must comply with all regulations under Florida law and this Code applicable to bicycles.~~

I. Bicycles

a. Bicycles shall be operated consistent with bicycle regulations, except as otherwise provided in this section. Bicycles may be operated on bicycle lanes, bicycle paths, multi-use trails, roadways, and sidewalks not otherwise expressly prohibited herein. When operating on roadways, bicycle operators shall comply with all traffic regulations.

b. Every bicycle operated at nighttime shall be equipped with a lamp on the front exhibiting a white light visible from a distance of at least 500 feet to the front and a lamp on the rear, each exhibiting a red light visible from a distance of 600 feet to the rear. All safety lights shall be on and operational when used at nighttime.

II. Electric Bicycle, Motorized Scooter, Motorized Skateboards, and Other Motorized Recreational Mobility Devices

a. Electric bicycles, motorized scooters, motorized skateboards, and other motorized recreational mobility devices shall be operated consistent with bicycle regulations and electric bicycle regulations. Electric bicycles, motorized scooters, motorized skateboards, and other motorized recreational mobility devices may be operated on sidewalks not otherwise prohibited herein, bicycles lanes, bicycles paths, multi-use trails, and roadways consistent with this ordinance. When operating on roadways, operators shall comply with all traffic regulations. When operating on sidewalks, bicycle paths, or other non-vehicular rights-of-way, operators shall comply with all pedestrian signs and intersection signalization;

b. Electric bicycles, motorized scooters, motorized skateboards, and other motorized recreational mobility devices shall not be operated above the speed of 15 mph on any sidewalk, bicycle lane, bicycle path, multi-use trail, or any other non-vehicular right-of-way not otherwise described herein;

c. It is unlawful to operate an electric bicycle, motorized scooter, motorized skateboard, or other motorized recreational mobility device in an unsafe and reckless manner to include but not limited to failure to yield, failure to slow when passing pedestrians, failure to give an audible signal when passing, failure to operate with due care, and excessive speed.

d. The operation of an electric bicycle, motorized scooter, motorized skateboard, or other motorized recreational mobility device that produces more than 750 watts of power is prohibited on public rights-of-way or city-owned property within the jurisdiction of the City of Flagler Beach;

e. Removal of pedals from electric bicycle and/or modifications to the propulsion system either physically or via software shall make such electric bicycle unlawful for use within the jurisdiction of the City of Flagler Beach. The electric bicycle shall display the class label consistent with §316.20655 Fla Stat. Tampering that alters class characteristics without relabeling is prohibited pursuant to §316.20655 Fla Stat;

f. Electric bicycles operated at nighttime shall be equipped with a lamp on the front exhibiting a white light visible from a distance of at least 500 feet to the front and a lamp on the rear each exhibiting a red light visible from a distance of 600 feet to the rear. All safety lights shall be on and operational when used at nighttime;

g. A person operating an electric bicycle, motorized scooter, motorized skateboard, or other motorized recreational mobility device on a sidewalk or across a roadway upon and along a crosswalk, a person operating an electric bicycle shall yield the right-of-way to any pedestrian and shall give an audible signal before overtaking and passing such pedestrian pursuant to §316.2065(10) Fla. Stat;

h. No person under 11 years of age may operate an electric bicycle on any road, right-of-way, bicycle lane, bicycle path, multi-use trail, sidewalk, or other City-owned property. Nothing herein prohibits a minor under the minimum age from riding as a passenger on an electric bicycle designed and equipped for a passenger in compliance with §316.2065 Fla. Stat;

i. Passengers are prohibited on electric bicycles unless the bicycle is equipped with a designated passenger seat and meets all applicable safety standards under Florida Statutes §316.2065 and §316.20655;

j. Any person operating an electric bicycle, motorized scooter, motorized skateboard, or other motorized recreational mobility device shall carry a government-issued photographic I.D. and shall present such identification upon lawful request of a law enforcement officer;

k. Within posted school zones when and within 50 feet of any marked crosswalk or intersection corner, an operator of any device regulated by this section shall slow to pedestrian speed and yield to pedestrians. Pedestrian speed is considered a speed not exceeding 5 miles per hour or slow enough for the operator to yield to pedestrians and stop within a short distance to avoid a collision;

III. Helmet Requirements

An operator or passenger under 16 years of age on a bicycle, electric bicycle, motorized scooter, motorized skateboard, or other motorized recreational device must wear a properly securely fastened bicycle helmet that meets the federal safety standard for bicycle helmets, rule, 16 C.F.R. part 1203. A parent or legal guardian may not knowingly permit a child under 16 years of age to violate this subsection.

IV. Off-Road Electric Motor-Driven Cycles

It shall be unlawful for any person to operate an off-road electric motor-driven cycle on:

Any bike lane within the city;

Any bike path within the city;

Any city-owned or controlled property including parks and the Atlantic beach;

Any city owned or maintained right-of-way;

Any public space or pathway within the City;

Any roads or crosswalk within the city;

Any sidewalk or public pathway within the city.

Such devices may operate only on private property with owner consent.

Sec. 19-84. Penalties. The following civil and criminal penalties may be assessed by administrative or judicial process.

Bicycle, electric bicycle, motorized scooter, motorized skateboard, or other motorized recreational mobility device. In addition to other penalties authorized herein or by statute, a person who violates this Section may be administratively or judicially assessed a civil penalty of up to $100 for the first violation, $250 for the second violation in a rolling twelve month period, and $500 for each successive violation in a rolling twelve month period.

Off-road electric motor-driven cycle. In addition to other penalties authorized herein or by statute, a person who violates this Section may be administratively or judicially assessed a civil penalty of up to $100 for each violation, $250 for the second violation in a rolling twelve month period, and $500 for each successive violation in a rolling twelve month period.

Sec. 19-85. Enforcement. This Article shall apply to and be enforced within the City of Flagler Beach by law enforcement personnel. It shall be a violation of this Article for any person to resist, obstruct, hinder, or interfere in the enforcement of this Article. Any person who willfully refuses

to sign and to accept a warning notice of violation or a written citation issued by a law enforcement officer shall be guilty of a misdemeanor of the second degree pursuant to F.S. §162.21.

Law enforcement officers are authorized to remove and impound an electric bicycle, motorized scooter, motorized skateboard, or other motorized recreational mobility device that is prohibited from being operated within the City of Flagler Beach. No vehicle impounded as provided in this section shall be released therefrom until:

a. The charges for towing such vehicles to the impound lot, storage, and administrative fees have been paid;

b. Proper proof of ownership has been exhibited; and

c. Any hold which has been placed upon the vehicle by law enforcement has been removed by law enforcement.

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 ON THE 12TH DAY OF MARCH 2026.

PASSED AND ADOPTED THIS ____ DAY OF APRIL, 2026.

CITY OF FLAGLER BEACH, FLORIDA

PATTI KING, MAYOR

ATTEST:

PENNY OVERSTREET, CITY CLERK

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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. 2026-05

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE CITY OF FLAGLER BEACH RELATED TO THE USE OF BICYCLES, ELECTRIC BICYCLES, MOTORIZED SCOOTERS, MOTORIZED SKATEBOARDS, AND OFF-ROAD ELECTRIC MOTOR-DRIVEN CYCLES; PROVIDING FOR ENFORCEMENT AND PENALTIES FOR VIOLATION; PROVIDING FOR SEVERABILITY, CODIFICATION, CONFLICTS, 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:
    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;

[1] See Section 166.041(4)(c), Florida Statutes.

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 expands the City's existing regulations on the use of e-bikes and similar motorized mobility devices in order to protect users and pedestrians as they share mobility spaces.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any: The ordinance is not expected to have any direct economic impact on any private, for profit business in the City.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: The ordinance is not expected to have any direct economic impact on any private, for profit business in the City.

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 2026-05

was published in said newspaper by print in the issue(s) of:
March 26, 2026

and by publication on the newspaper's publicly available website, if authorized, on March 26, 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 26th day of March, 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 339919

THE CITY OF FLAGLER BEACH PROPOSES TO ADOPT THE FOLLOWING ORDINANCES ENTITLED:

ORDINANCE 2026-05

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE CITY OF FLAGLER BEACH RELATED TO THE USE OF BICYCLES, ELECTRIC BICYCLES, MOTORIZED SCOOTERS, MOTORIZED SKATEBOARDS, AND OFF-ROAD ELECTRIC MOTOR-DRIVEN CYCLES; PROVIDING FOR ENFORCEMENT AND PENALTIES FOR VIOLATION; PROVIDING FOR SEVERABILITY, CODIFICATION, CONFLICTS, AND AN EFFECTIVE DATE.

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

City Commission: Thursday, April 9, 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-mentioned 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.

7763-339919

Staff Report

City Commission Regular Meeting

April 9, 2026

To:	City Commission
From:	Lupita McClenning, Planner
Meeting Date:	April 9, 2026
Item Name:	Ordinance 2026-07. An Ordinance of the City Commission of the City of Flalger Beach, Florida, amending the City of Flagler Beach Code of Ordinances, Chapter 12, Impact Fees, to rename Chapter 12 as Impact and Mobility Fees, to amend Section 12-1 adopting the Mobility Plan and Mobility Fee Technical Report; to amend Section 12-2 Definitions; to amend Sect 12-3 to incorporate Mobility Fee Funds; to establish Sec 12-10 Mobility Fees; to establish Section 12-11 Mobility Fee Determination; providing for codification, conflicts, severability, and an effective date; and for other purposes (First Reading).

Background:

In 2025, the City of Flagler Beach contracted NUE Urban Concepts, LLC (Consultant) to prepare a Mobility Plan and assist the City with adopting a mobility fee applicable to new development and redevelopment. Two (2) Stakeholder Meeting(s) were held, 12/09/2025 and 03/10/2026, to provide an overview of the transportation evaluation/assessment, receive feedback on preliminary recommended projects, and review design concepts of key projects. The Mobility Fee Technical Report, dated April 2026, documents the data and methodology used to develop the mobility fee(s) to mitigate the impact of new development based on the 2050 Mobility Plan. The City of Flagler Beach will determine how Mobility Fee revenues are allocated and expended through its annual Capital Improvements Program. Mobility Fee revenues may be expended on projects identified in the 2050 Mobility Plan and the City's Capital Improvements Program.

Fiscal Impact:

The Mobility Fee is an equitable and simplified one-time payment from new development to mitigate its impact to the City's multi-modal transportation system. The City Mobility Fee, documented in the Technical Report, is consistent with legal and statutory requirements and meets the dual rational nexus test and the rough proportionality test, consistent with Florida Statute Sections 163.3164, 163.3180, 163.31801, and Florida Statute Chapter 380.

Staff Recommendation:

Staff recommends the City Commission approve Ordinance 2026-07 on First Reading.

Attachments:

1. Mobility Fee Ordinance (v2)(DAS rev 033126)
2. CoFB_DRAFT_MobilityFee_TechReport_03272026
3. Flagler Beach Mobility Plan Report DRAFT 03-27-26
4. FlaglerBeach_Stakeholders_03102026
5. CoFB_MPMF_StakeholderMeeting^N2_Memo_c
6. CoFB_MPMF_StakeholderMeeting_Memo

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING CHAPTER 12 OF THE CODE OF ORDINANCES; SETTING FORTH GENERAL PROVISIONS FOR MOBILITY FEES, DEFINITIONS, PURPOSE, AND ADOPTION OF THE MOBILITY FEE STUDY; PROVIDING FOR IMPOSITION AND A MOBILITY FEE SCHEDULE; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY, AND FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Article VIII, Section (2)(b), of the Florida Constitution and Chapter 166, *Florida Statutes*, the City of Flagler Beach has broad home rule powers to adopt ordinances to provide for and operate a transportation system, including bicycle and pedestrian facilities, transit facilities, roadways, intersections, and personal mobility technology within the City; and

WHEREAS, Flagler County currently has an established road impact fee system, which has been one part of an overall growth management program as set forth in the unincorporated portions of the County; and

WHEREAS, Flagler County's road impact fee system is principally focused on vehicular mobility, whereas a mobility fee system takes a comprehensive view on the provision of mobility through walking, biking, transit, motor vehicles, and personal mobility technology; and

WHEREAS, § 163.3180, *Florida Statutes*, encourages local governments to develop tools and techniques including adoption of long-term strategies to facilitate development patterns that support multimodal solutions, adoption of area wide service standards that are not dependent on any single road segment function, and establishing multimodal service standards that rely primarily on non-vehicular modes of transportation where existing or planned community design will provide an adequate level of personal mobility; and

WHEREAS, authorizes local governments to repeal transportation concurrency and to adopt an alternative transportation system; and

WHEREAS, the City of Flagler Beach intends to replace its current transportation concurrency system with a mobility fee system administered and programmed by the City for new development in the Mobility Fee Assessment Area consistent with the requirements for alternative transportation systems pursuant with § 163.3180, *Florida Statutes*; and

WHEREAS, the mobility fee system focuses on person travel demand from projected development within Flagler Beach, which includes walking, biking, transit and motor vehicular trips, generated by new development and the resulting impact on the transportation system and accordingly

requires the expenditure of revenue derived under that system to be used on mobility projects identified to meet the travel demand needs of projected development within Flagler Beach; and

WHEREAS, the City of Flagler Beach is experiencing growth and new development that necessitates the expansion of transportation capacity for a variety of modes to meet the person travel demands of new development including adequate and efficient mobility projects along with different mobility options; and

WHEREAS, imposition of a mobility fee requiring future growth within Flagler Beach to contribute its attributable share of the cost of growth-necessitated mobility projects is necessary and reasonably related to the public health, safety, and welfare of the people of the City; provided that the mobility fee does not exceed the actual amount necessary to offset the demand on the multimodal transportation system generated by new development; and

WHEREAS, the City of Flagler Beach Mobility Plan, dated April 2026, prepared by NUE Urban Concepts, LLC, identifies needed mobility projects to accommodate projected travel demand from new development and provides the technical analysis to determine the mobility fee and constitutes a proper factual predicate for imposition and expenditure of the mobility fees; and

WHEREAS, the establishment of a Mobility Fee Fund to regulate mobility fee expenditures is the best method of ensuring that the mobility projects funded by mobility fees have the rational nexus and benefit to the new development for which the mobility fees were paid; and

WHEREAS, mobility fees collected will be deposited in the Mobility Fee Fund for the benefit of new development and expended for the purposes set forth herein; and

WHEREAS, mobility fees imposed hereunder achieve the goals, objectives and policies of the City of Flagler Beach Comprehensive Plan and utilize the tools and techniques encouraged by § 163.3180, *Florida Statutes*; and

WHEREAS, the City Commission has determined that this Ordinance adopting a mobility fee will help to preserve and enhance the rational nexus between the need for person travel demand generated by new development in Flagler Beach and the mobility fees imposed on that new development; and

WHEREAS, the City Commission authorizes, based upon mobility project development timeframes which are often delayed depending upon economic realities, the refund of collected mobility fees for projects for which a building permit or change of occupancy approval has expired, without construction or extension; and

WHEREAS, the City Commission further determines that it is in the best interests of the City of Flagler Beach to replace, within the City of Flagler Beach, the transportation concurrency systems for transportation facilities with a mobility fee system; and

WHEREAS, the City Commission has noticed, advertised, scheduled, and held public hearings in compliance with Florida Statutes on this Ordinance; and

WHEREAS, the City Commission has determined that it is advisable and in the public interest to adopt and implement the amended Impact Fee and Mobility Fee Ordinance.

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

SECTION 1. Findings. It is hereby found, ascertained, determined, and declared by the City Commission that:

(A) Pursuant to Article VIII, Section 2(b), Florida Constitution, and §§ 166.021 and 166.041, *Florida Statutes*, the City Commission has all powers of local self-government to perform municipal functions and to render municipal services in a manner not inconsistent with law, and such power may be exercised by the enactment of City ordinances.

(B) The City Commission may exercise any governmental, corporate, or proprietary power for a municipal purpose except when expressly prohibited by law, and the City Commission may legislate on any subject matter on which the Florida Legislature may act, except those subjects described in (a), (b), (c), and (d) of § 166.021(3), *Florida Statutes*. The subject matter of paragraphs (a), (b), (c), and (d) of § 166.021(3), *Florida Statutes*, are not relevant to the imposition of a mobility fee within the City of Flagler Beach.

(C) By § 163.3180, *Florida Statutes*, the Legislature encouraged local governments to adopt mobility plans and mobility fees as an alternative transportation system to replace transportation concurrency, proportionate share and road impact fees.

(D) The City of Flagler Beach is experiencing growth and new development that necessitates the expansion of transportation facilities for a variety of modes to meet the mobility demands of new development, including adequate and efficient mobility projects along with different mobility options.

(E) A mobility fee will help to preserve and enhance the rational nexus between the need for travel demands generated by new development and the mobility fees imposed on that development.

(F) Establishment of a Mobility Fee Fund to regulate mobility fee expenditures is the best method of ensuring that the mobility projects funded by mobility fees have the rational nexus and benefit to the development for which the mobility fees were paid.

(G) The City Commission has determined that it is in the best interests of the City of Flagler Beach to replace its transportation concurrency system with a mobility fee system.

SECTION 2. Mobility Plan. The City of Flagler Beach Mobility Plan, dated April 2026, prepared by NUE Urban Concepts, LLC, identifies mobility projects intended to meet the travel demands from new development by 2050. The mobility projects established in the Mobility Plan form the basis for calculation of the Mobility Fee. The City Commission shall prioritize mobility projects annually through its capital improvements program. The City Commission may amend the Mobility Plan as necessary to address future mobility project needs.

SECTION 3. Mobility Fee Analysis. The City of Flagler Beach Mobility Fee Technical Report, dated April 2026, prepared by NUE Urban Concepts, LLC, providing the technical analysis to determine the mobility fee is hereby accepted. This Report sets forth the basis of the assumptions, conclusions and findings for the mobility fee, the methodology for calculating the mobility fee, the person miles of travel assigned to new development and mobility projects and the person travel demand assigned to various land use categories. The study presents the technical analysis and detailed methodology supporting the Mobility Fees.

SECTION 4. Amendment. *Chapter 12 – Impact Fees* of the City of Flagler Beach Code of Ordinances is hereby amended as follows:

CHAPTER 12 - IMPACT FEES AND MOBILITY FEES

Sec. 12-1. Adoption of fee study and rational nexus.

(a) The city commission hereby adopts by reference the impact fee study dated February 8, 2024 as prepared by Tischler Bise relating to the capital costs of the City of Flagler Beach to meet facilities and infrastructure needs related to the impacts of new development for water, wastewater, police, fire, library parks and recreation, and administrative services.

(b) The city commission hereby adopts by reference the Mobility Plan dated, April X 2026, and the Mobility Fee Technical Report dated April 2026 as prepared by NUE Urban Concepts, LLC relating to the capital costs of the City of Flagler Beach to identify the mobility project needs related to the impacts of new development on the multimodal transportation system and to provide for mobility.

(~~b~~ c) The city commission finds that there is a reasonable connection, or rational nexus, between the need for new or expanded facilities and infrastructure in the city and the growth in

population anticipated within the city. In addition, the city commission finds there is a reasonable connection, or rational nexus, between the anticipated expenditures of the impact fees and mobility fees collected and the benefits accruing to anticipated new development.

Sec. 12-2. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meaning ascribed to them in this section, except where the context clearly indicates a different meaning, or except as otherwise provided.

Additive fees for commercial services and retail uses means a land use with a mobility fee rate based on a unit of measure that generates high levels of impact per unit, such as service bays, fueling positions for motor vehicles, and drive-through lanes for banks, restaurants, and retail uses. These mobility fees per unit of measure are assessed in addition to mobility fees assessed per land use based on square footage of buildings and structures or the applicable unit of measure for the land use.

Applicant means any person, developer, builder or entity which requires public services as a result of development for the benefit of itself or a prospective future occupant.

Building is any structure, either temporary or permanent, designed or built for the support, enclosure shelter or protection of persons, chattels or property of any kind. This term shall include trailers, mobile homes or any other vehicles serving in any way the function of a building. This term shall not include temporary construction sheds or trailers erected to assist in construction and maintained during the time of a construction.

Chain means a retail use with seven or more locations and may be either corporate-owned, individually-owned, or use a franchise model, or some combination thereof. Chain uses benefit from pooled sourcing of goods and advertising and branding that covers multiple locations and platforms. Signage, logos, color schemes, goods, services, or perishable items are often the same regardless of location.

Commercial recreational uses mean those public or quasi-public uses that serve a community's social, cultural, fitness, entertainment, and/or recreational needs, and which include applicable land uses specified in the ITE Trip Generation Manual under Land Use Code Series 400.

Commercial and retail uses mean those commercial activities which provide for sale, lease, or rent of goods, products, services, motor vehicles, or accommodations for use by individuals, businesses, or groups and which include those uses specified in the ITE Trip Generation Manual under Land Use Code Series 800 and 900.

Community serving means those uses that are operated by non-profit civic organizations, governmental entities, foundations, or fraternal organizations, including places of assembly. Community serving also includes uses such as YMCA, museum, art studio, gallery, cultural center, community centers, community theater, library, or a fraternal or masonic lodge or club, or any community and civic-based uses that do not sell retail goods or services for profit and that participates in community and public activities. Food, beverages, goods, and services may be offered for ancillary fundraising and sales to support the community serving use.

Convenience retail means car washes, chain fast food, convenience markets or stores, and gas stations. Convenience retail with fast food restaurant drive-through lanes or motor vehicle charging or fueling shall be assessed an additive impact fee per drive-through and charging or fueling position. ITE Land Use Codes 851, 930, 933 through 938, and 944 through 949.

Enclosed commercial recreation means facilities that primarily focus on individual or group fitness, exercise, training or provide recreational activities. The uses typically provide exercise, dance or cheerleading classes, weightlifting, yoga, Pilates, cross-fit training, fitness, and gymnastics equipment. Indoor commercial recreation also includes uses such as bowling, pool, darts, arcades, video games, batting cages, trampolines, laser tag, bounce houses, skating, climbing walls, and performance centers. Food, beverages, equipment, and services may be offered for ancillary sales. The use would generally fall under the ITE Land Use Code Series 400.

High impact retail shall mean chain grocery stores, supermarkets, superstores, variety stores, package stores, liquor, or alcohol for off-site consumption, where 50% or more of the gross square footage of the use is for the sale of edible or drinkable goods. These uses may offer other goods, products, and services such as on-site consumption of food or beverages, pharmacies, cleaning and household supplies, pharmacies, and other personal services. High Impact Retail uses also include banks, credit unions, sit-down restaurants, and pharmacies. These uses generally generate between 75 and 250 daily trips per 1,000 sq. ft.

Institutional uses mean those public or quasi-public uses that serve one or more community's social, educational, health, cultural, and religious needs and which include those uses specified in the ITE Trip Generation Manual under the Land Use Code Series 500, and includes Land Use Codes 253, 254, 255, and 620. Land Use Codes 540 and 550 are included in office uses and 580 and 590 falls under community serving.

Local means a grocery store, pharmacy, or restaurant with six or fewer locations that is not owned by a chain corporation or is not part of a chain franchise model. Local uses do not generally have statewide or national advertisements and do not benefit from pooled sourcing of goods, advertising, and branding that covers multiple locations and platforms.

Long term care means communities designed for long term care of on-site residents, such as assisted living facilities, care or recovery homes, congregate living facilities, and nursing homes, with common dining and on-site health facilities for residents that is not a general retail or commercial use open to the public. This use includes ITE Trip Generation Manual Land Use Codes 253, 254, 255, and 620.

Marina means facilities that provide docks and berths for boats, including yacht clubs. Any buildings for shops, retail, or restaurants accessible to the public would fall under retail land use and pay the mobility fee rate for retail uses.

Mobile residence means land uses for the temporary or permanent placement of manufacture homes, mobile homes, recreational vehicles, tiny homes on wheels, or travel trailers, within predefined lots or spaces that have connections for communications, electric, water, and wastewater. Mobile residence maybe located on an individual lot or parcel, or part of a unified development, park, or resort. Mobile residential parks may have common amenities and building with recreational uses, laundry, and park offices.

Mobility fee means a monetary exaction imposed on new development to fund mobility projects identified in the most recently adopted mobility plan.

Mobility fee technical report means the City of Flagler Beach Mobility Fee Technical Report dated April 2026 and prepared by NUE Urban Concepts, LLC that identifies mobility projects within and adjacent to the City to meet future person travel demand from new development and serves as the basis for the City's mobility fee. The Technical Report documents the analysis, data and methodology used to develop a mobility fee and is adopted pursuant to an implementing ordinance which authorizes imposition of the mobility fee.

Mobility Plan means the City of Flagler Beach 2050 Mobility Plan dated April 2026 that identifies mobility projects within and adjacent to the City and includes a separate document that details the description, cost, and capacity of each mobility project.

Mobility project means improvements such as bike lanes, buffered bike lanes, protected bike lanes, cycle tracks, raised bike lanes, intersections, interchanges, roundabouts, boardwalks, pathways, shared-use paths, multi-use paths/trails, sidewalks, traffic calming, elevated crossings, pedestrian bridges, overpasses or underpasses, roads, streets, and streetscape. Mobility projects also include policies, programs and services, wayfinding, micromobility devices, and transit vehicles, circulators, lanes, stops, and facilities, along with mobility hubs and corridor studies. Projects can include new or additional travel lanes and turn lanes, upgrade of roads that results in a change in functionally classification of the road, complete and low speed streets, curbless shared streets, new or upgraded traffic signals, traffic synchronization, mobilization, maintenance of traffic, survey, geotechnical and engineering, utilities, construction, PD&E, planning, engineering and inspection, utility relocation,

right-of-way, easements, land acquisition, stormwater management facilities. These projects may also be referred to as mobility plan projects or multimodal projects.

Motor vehicle charging or fueling means the total number of motor vehicles that can be charged or fueled at one time (fueling positions). Increasingly, land uses such as superstores, (i.e., super Wal-Mart), variety stores, (i.e., Dollar General), and wholesale clubs (i.e., Costco) are also offering motor vehicle charging and fueling with or without small convenience stores. Outside of Florida, several grocery store chains are also starting to sell fuel. Free standing motor vehicle charging stations that charge a fee for use and are not a requirement of the City as an ancillary use of a development shall be required to pay a mobility fee. The impact fee rate per charging or fueling position would be in addition to any mobility fee per square foot under the applicable retail land use with motor vehicle charging or fueling. Motor vehicle charging stations that are not a primary use or function of a commercial or retail use and are either required by the City or provided as an ancillary use are exempt from payment of the mobility fee. The City shall have the ability to determine if a charging or fueling station is a commercial use.

Motor vehicle repair service means a building, bays, service bays, stalls, or stations for the routine maintenance of motor vehicles including oil changes, cleaning, or replacing filters, replacing windshield wipers, changing tires, providing for maintenance, service, and repair, and changing and topping off motor vehicle fluids and falls under the description of ITE Trip Generation Manual Land Use Code Series 800 and 900. Any building square footage associated with motor vehicle service would fall under retail uses and pay the applicable impact fee per the square footage of the building not associated with the quick lube service.

*Multimoda*l means travel by multiple modes of transportation, including travel lanes, sidewalks, pathways, shared-use paths, boardwalks, trails, canals, waterways for walking, jogging, running, bicycling, rollerblading, skating, scootering, driving, or use of a device for mobility impaired persons, and where allowed use of micromobility devices. Multimodal also means transit travel by microtransit, autonomous transit shuttles, buses, trolleys, boats or water born vehicles.

Multimodal transportation system means the right-of-way, easements, roads, streets, canals, alleyways, curb-cuts, traffic control devices, stormwater management facilities, utilities, bridges, waterways, and multimodal facilities that allow for circulation, mobility, and parking within the City and accessibility to land uses, property, and modes of transportation within the City.

Nonresidential includes all land uses not otherwise specified as residential on impact fee schedules or exempted as set forth herein. This shall include, but is not limited to, day care facilities, residential care facilities, nursing homes, boarding houses, educational facilities, cultural facilities, churches, all commercial uses, all transient lodging and entertainment facilities except those which are temporary in nature, all automotive facilities and/or structures, all miscellaneous business uses and services and all industrial uses.

Non-residential square feet mean the sum of the gross floor area (in square feet) of the area of each floor level under cover, including cellars, basements, mezzanines, penthouses, corridors, lobbies, stores, and offices, that are within the principal outside faces of exterior walls, not including architectural setbacks or projections. Included are all areas that have floor surfaces with clear standing head room (six feet six inches, minimum) and are used as part of primary use of the property of their use. If an area within or adjacent to the principal outside faces of the exterior walls is not enclosed, such as outdoor restaurant seating, areas used for storage of goods and materials, or merchandise display, and is determined to be a part of the primary use of property, this gross floor area is considered part of the overall square footage of the building. Areas for parking, circulation, ingress, egress, buffers, conservation, walkways, landscape, stormwater management, and easements or areas granted for transit stops or multimodal parking are not included in the calculation of square feet.

Overnight lodging means places of accommodations, such as bed and breakfast, inns, motels, hotels and resorts that provide places for sleeping and bathing and may include supporting facilities such as restaurants, cocktail lounges, meeting and banquet rooms or convention facilities, and limited recreational facilities (pool, fitness room) intended for primary use by guest(s) and which include those uses specified in the ITE Trip Generation Manual under the Land Use Code Series 300. Overnight lodging also includes short term vacation rentals where fees shall be assessed per habitable room where a person could reasonably sleep overnight.

Owner of record means the most recent owner of a parcel of property appearing in the official records of Flagler County, Florida.

Parking means a motor vehicle oriented non-residential use of land or structures primarily dedicated to the temporary or long-term parking garages or lots, storage, renting, staging, movement, or disposition of vehicles or equipment, towing or transitional lots whether operated for a fee or as part of a commercial enterprise.

Private Education means building or buildings used for pre-school, private school, childcare, or daycare where students are educated by a non-governmental entity with grades ranging from pre-kindergarten to 12th grade. Private schools do not include Charter Schools, which are exempt from local government fees per Florida Statute. Childcare and daycare shall mean a facility where care for young children is provided, normally during the daytime hours. Daycare facilities generally include classrooms, offices, eating areas and playgrounds. Post-secondary education falls under office uses. These uses are under ITE Trip Generation Manual under Land Use Code Series 500.

Residential square feet mean the sum of the area (in square feet) of each dwelling unit measured from the exterior surface of the exterior walls or walls adjoining public spaces such as multifamily or dormitory hallways, or the centerline of common walls shared with other dwelling units. Square feet include all livable, habitable, and temperature controlled enclosed spaces (enclosed by doors,

windows, or walls). This square footage does not include unconditioned garages or unenclosed areas under roof. For multifamily and dormitory uses, common hallways, lobbies, leasing offices, and residential amenities are not included in the square feet calculation, unless that space is leased to a third-party use and provides drinks, food, goods, or services to the public or paid memberships available to individuals that do not reside in a dwelling unit.

Residential on impact fee schedules means multifamily dwelling units, mobile homes, and single-family detached houses.

Residential and lodging uses shall mean a dwelling unit or room in overnight accommodations or mobile home or RV park and shall include those uses specified in the ITE Trip Generation Manual under the Land Use Code Series 200 and 300 and land use code 416. Land use codes 253, 254, and 255 are considered institutional uses.

Retail means personal service and retail uses, including local grocery, pharmacy, or restaurant uses. This includes land uses under ITE Land Use Codes Series 800, and 900. Retail includes all uses that do not fall under High Impact or Convenience Retail uses.

Retail drive-through means any drive-through lane associated with a personal service or retail use. The drive-through may include an order window or a door, window, or other means of access to drop off or pick up up goods, items, services, ordered through a mobile app or online. Common uses include dry cleaners, pharmacies, or restaurants. Increasingly retail uses are including drive-through lanes to pick up ordered goods. Drive-through lanes associated with a bank, fast food or quick service restaurant, or financial institution are assessed additive mobility fees. Retail uses include those under ITE Land Use Codes Series 800 and 900, except those uses included on the mobility fee schedule with defined mobility fee rates.

Unenclosed commercial recreation means outdoor recreational activity including land uses with miniature golf, batting cages, video arcade, bumper boats, go-carts, golf driving ranges, tennis, racquet or basketball courts, soccer, baseball and softball fields, paintball, skating, cycling, or biking that require paid admittance, membership, or some other type of fee for use. Buildings for refreshments, bathrooms, changing, and retail may be included. The fee shall be based upon the total acreage of the facility for active uses outside of buildings and all buildings used to carry out a primary function of the land use activity. Areas for parking, buffers and stormwater that are not active features of the land use are excluded from the fee acreage. The use would generally fall under the ITE Land Use Code Series 400.

Sec. 12-3. - General terms related to collection and accounting of impact fee and mobility fee funds.

(a) There are established capital fund accounts for impact fees, to be generally designated as the "Impact Fee Capital Improvement Trust Fund for the Extension of Primary Water Systems," "Impact Fee Capital Improvement Trust Fund for the Extension of Primary Wastewater Systems," "Police Impact Fee Account," "Fire Impact Fee Account," "Library Impact Fee Account," ~~and~~ "Parks and Recreation Impact Fee Account," and "Mobility Fee Account." Each capital fund account for impact fees and mobility fees shall continue to be maintained separate and apart from all other accounts of the city. The monies deposited into the impact fee capital fund accounts and mobility fee fund accounts shall be used solely for the purposes allowed by Florida Statutes and as set forth in this chapter.

(b) Funds on deposit in impact fee and mobility fee accounts established within this chapter shall not be used for any expenditure that would be classified as an operational expense, a maintenance expense or a repair expense.

(c) Any funds on deposit in an impact fee or mobility fee account not immediately necessary for expenditure shall be invested in interest-bearing accounts. Applicants shall not receive a credit for or be entitled to interest from the investment of such funds, except as otherwise required in this chapter.

(d) An applicant may request an estimate of impact fees and mobility fees which may be imposed by filing a written request to the city. Any estimate which the city provides is non-binding and may be subject to change when the impact fees and mobility fees become due and payable pursuant to this chapter. Non-binding estimates are for the sole benefit of the prospective applicant and neither bind the city, nor preclude it from making amendments or revisions to any provisions of this chapter. No vested rights, legal entitlements, or equitable estoppel accrue by reason of a non-binding estimate. A non-binding fee estimate does not constitute a final decision and may not be appealed pursuant to this chapter.

(e) Any person who disagrees with a decision or interpretation of this chapter may appeal to the city manager or designee by filing a written notice of appeal within ten (10) days after the date of the action or decision complained of. The written notice of appeal shall set forth concisely the action or decision appealed as well as the grounds upon which the appeal is based. The city manager or designee shall consider all facts material to the appeal and render a written decision within thirty (30) days of receiving the appeal. Any person who disagrees with the decision of the city manager or designee may appeal to the city commission by filing a written notice of appeal with the city manager's office setting forth concisely the decision appealed within ten (10) days after the date of the city manager's decision. The appeal shall be set for the next available city commission meeting for consideration. The city commission's written decision shall constitute final administrative review.

(f) In accordance with state law, impact fees and mobility fees for new construction shall not become due until issuance of building permits for such construction. Notwithstanding the foregoing, impact fees and mobility fees may be prepaid at the developer's option. Failure to pay an impact fee or mobility fee when determined by the city that an obligation is required to satisfy the impact of development may result in the amount due becoming a lien against the property. The city shall provide a written notice of the and impact fees and mobility fees due by personal service, certified, return receipt requested United States Mail or Federal Express or other equivalent overnight letter delivery company. Upon failure to pay the impact fees and mobility fees within thirty (30) days of the date of the notice, a notice of lien may be served upon the applicant owing impact fees or mobility fees and recorded in official records of Flagler County, Florida. Such lien may be foreclosed in the manner provided by law, and there shall be added to the amount of such lien all costs incident to such proceedings including reasonable attorney's fees.

(g) If impact fees and mobility fees have not been expended or encumbered by the end of the calendar quarter immediately following ten (10) years from the date the fees were paid, upon application of the fee payer of proof of payment, or proof of the date the development permit was approved by the city and that development was never begun, the fees shall be returned with interest at the rate determined by the city based upon the average interest earning rate incurred by the city in accordance with the following procedure:

(1) The present owner must petition the city commission for the refund within one (1) year following the end of the calendar quarter immediately following ten (10) years from the date on which the fee was received.

(2) The petition must be submitted to the city manager and must contain:

a. A notarized sworn statement that the petitioner is the current owner of the property;

b. A copy of the dated receipt issued for payment of the fee or other document evidencing the date the development was approved by the city, which development was never begun;

c. A certified copy of the latest recorded deed; and

d. A copy of the most recent ad valorem tax bill.

If reimbursement is approved, the city shall remit to the petitioner within sixty (60) days of approval. In determining whether a petitioner is entitled to a refund, it shall be assumed that impact fees and mobility fees are expended or encumbered in the same order in which they were received

(that is, “first in, first out”). No refund shall be made of any administrative fee authorized and collected pursuant to this chapter.

(h) Any change in the use of property shall require payment of an impact fee and mobility fee in an amount equal to any increase in density or intensity.

(i) All impact fee and mobility fee revenues expended from an impact fee fund and mobility fee fund shall be used for the purpose of providing growth necessitated capital improvements and acquiring, designing, constructing, extending, expanding, relocating, and/or separating capital facilities and infrastructure or mobility projects determined by the city commission to be necessary to serve new development.

(j) The city shall be exempt from impact fee and mobility fee charges.

Sec. 12-4. - Potable water impact fee.

(a) Any applicant who seeks to develop land or make improvements to real property shall pay the following potable water impact fees in the manner and amount established and computed pursuant to this ~~article~~ chapter.

(b) Subject to the phase-in of fees pursuant to F.S. § 163.31801, as set forth in paragraph (c) below, impact fees charged and collected for potable water shall be as follows:

Meter Size and Type	Capacity Ratio	Total Impact Fee to be Collected after Phase-In[1]	Existing Impact Fee at Time of Adoption[2]	Increase Over Existing
0.75 Displacement	1.00	$3,007	$2,509	$498
1.00 Displacement	1.67	$5,022	$4,190	$832
1.50 Displacement	3.33	$10,015	$8,356	$1,659
2.00 Displacement	5.33	$16,029	$13,374	$2,655
3.00 Single jet	10.67	$32,089	$26,773	$5,316
3.00 Compound	10.67	$32,089	$26,773	$5,316
3.00 Turbine	11.67	$35,096	$29,282	$5,814
4.00 Single jet	16.67	$50,133	$41,828	$8,305
4.00 Compound	16.67	$50,133	$41,828	$8,305
4.00 Turbine	21.00	$63,155	$52,693	$10,462
6.00 Single jet	33.33	$100,236	$83,631	$16,604
6.00 Compound	33.33	$100,236	$83,631	$16,604
6.00 Turbine	43.33	$130,310	$108,723	$21,586
8.00 Compound	53.33	$160,383	$62,396	$31,198

8.00 Turbine	93.33	$163,794	$133,815	$26,568
10.00 Turbine	140.00	$421,032	$351,287	$69,746
12.00 Turbine	176.67	$531,313	$443,299	$88,014

[1] AWWA Manual of Water Supply Practices M-1, 7th Ed.

[2] Base meter fee is the current water fee and then is scaled up using the proposed meter capacity ratio.

(c) Implementation of the increased fees provided herein shall be phased in over two (2) equal installments. During the twelve-month period beginning October 1, 2024, the impact fee to be collected shall be the existing impact fee at time of adoption amount plus one-half (½) of the increase over existing amount. During the twelve-month period beginning October 1, 2025, the impact fee to be collected shall be the total impact fee to be collected after phase-in.

Sec. 12-5. - Wastewater impact fee.

(a) Any applicant who seeks to develop land or make improvements to real property shall pay the following wastewater impact fees in the manner and amount established and computed pursuant to this ~~article~~ chapter.

(b) Subject to the phase-in of fees pursuant to F.S. § 163.31801, as set forth in paragraph (c) below, impact fees charged and collected for wastewater shall be as follows:

Meter Size and Type	**Capacity Ratio**	**Total Impact Fee to be Collected after Phase-In[3]**	**Existing Impact Fee at Time of Adoption[4]**	**Increase Over Existing**
0.75 Displacement	1.00	$3,806	$3,083	$723
1.00 Displacement	1.67	$6,356	$5,148	$1,208
1.50 Displacement	3.33	$12,673	$10,265	$2,408
2.00 Displacement	5.33	$20,284	$16,430	$3,855
3.00 Single jet	10.67	$40,607	$32,890	$7,717
3.00 Compound	10.67	$40,607	$32,890	$7,717
3.00 Turbine	11.67	$44,412	$35,973	$8,440
4.00 Single jet	16.67	$63,441	$51,385	$12,056
4.00 Compound	16.67	$63,441	$51,385	$12,056
4.00 Turbine	21.00	$79,920	$64,733	$15,187
6.00 Single jet	33.33	$126,844	$102,740	$24,104
6.00 Compound	33.33	$126,844	$102,740	$24,104
6.00 Turbine	43.33	$164,901	$133,565	$31,336
8.00 Compound	53.33	$202,958	$202,958	$38,568
8.00 Turbine	93.33	$355,186	$287,690	$67,496

10.00 Turbine	140.00	$532,798	$431,550	$101,248
12.00 Turbine	176.67	$672,353	$544,585	$127,767

[3] AWWA Manual of Water Supply Practices M-1, 7th Ed.

[4] Base meter fee is the current water fee and then is scaled up using the proposed meter capacity ratio.

(c) Implementation of the increased fees provided herein shall be phased in over four (4) equal installments. During the twelve-month period beginning October 1, 2024, the impact fee to be collected shall be the existing impact fee at time of adoption amount plus one-half (½) of the increase over existing amount. During the twelve-month period beginning October 1, 2025, the impact fee to be collected shall be the total impact fee to be collected after phase-in.

Sec. 12-6. - Police impact fee.

(a) Any applicant who seeks to develop land or make improvements to real property shall pay the following police impact fees in the manner and amount established and computed pursuant to this ~~article~~ chapter.

(b) Beginning October 1, 2024, the police impact fee to be charged and collected shall be as follows:

Residential Fee per Unit	
Square Footage	**Impact Fee to be Collected**
1,100 or less	$455
1,101 to 1,500	$717
1,501 to 2,000	$905
2,001 to 2,500	$1,054
2,501 to 3,000	$1,176
3,001 to 3,500	$1,281
3,501 or more	$1,373

Nonresidential Fee per 1,000 Square Feet	
Development Type	**Impact Fee to be Collected**
Industrial	$381
Commercial	$1,911
Office & Other Services	$848
Institutional	$1,166

Sec. 12-7. - Fire impact fee.

(a) Any applicant who seeks to develop land or make improvements to real property shall pay the following fire impact fees in the manner and amount established and computed pursuant to this ~~article~~ chapter.

(b) Beginning October 1, 2024, the fire impact fee to be charged and collected shall be as follows:

Residential Fee per Unit	
Square Footage	**Impact Fee to be Collected**
1,100 or less	$538
1,101 to 1,500	$849
1,501 to 2,000	$1,071
2,001 to 2,500	$1,247
2,501 to 3,000	$1,392
3,001 to 3,500	$1,516
3,501 or more	$1,625

Nonresidential Fee per 1,000 Square Feet	
Development Type	**Impact Fee to be Collected**
Industrial	$451
Commercial	$2.261
Office & Other Services	$1,003
Institutional	$1,380

Sec. 12-8. - Library impact fee.

(a) Any applicant who seeks to develop land or make improvements to real property for residential development shall pay the following library impact fees in the manner and amount established and computed pursuant to this ~~article~~ chapter.

(b) Beginning October 1, 2024, the library impact fee to be charged and collected shall be as follows:

Residential Fee per Unit

Square Footage	Impact Fee to be Collected
1,100 or less	$123
1,101 to 1,500	$193
1,501 to 2,000	$244
2,001 to 2,500	$284
2,501 to 3,000	$317
3,001 to 3,500	$345
3,501 or more	$370

Sec. 12-9. - Parks and recreation impact fee.

(a) Any applicant who seeks to develop land or make improvements to real property for residential development shall pay the following parks and recreation impact fees in the manner and amount established and computed pursuant to this ~~article~~ chapter.

(b) Beginning October 1, 2024, the parks and recreation impact fee to be charged and collected shall be as follows:

Residential Fee per Unit	
Square Footage	**Impact Fee to be Collected**
1,100 or less	$539
1,101 to 1,500	$850
1,501 to 2,000	$1,073
2,001 to 2,500	$1,250
2,501 to 3,000	$1,395
3,001 to 3,500	$1,519
3,501 or more	$1,628

Sec. 12-10. - Administrative fee.

Beginning October 1, 2024, the administrative fee charged and collected for new development shall be as follows:

Residential Fee per Unit	
Square Footage	**Administrative Charge**

1,100 or less	$3
1,101 to 1,500	$5
1,501 to 2,000	$6
2,001 to 2,500	$7
2,501 to 3,000	$8
3,001 to 3,500	$8
3,501 or more	$9

Nonresidential Fee per 1,000 Square Feet	
Development Type	**Administrative Charge**
Industrial	$4
Commercial	$6
Office & Other Services	$9
Institutional	$8

Sec. 12-11. - Mobility fee.

(a) Any applicant who seeks to develop land or make improvements to real property shall pay the following mobility fees in the manner and amount established and computed pursuant to this chapter.

(b) Beginning MONTH (TBD) DAY (TBD), 2026, the mobility fee charged and collected for new development shall be as follows:

Land Use Categories (Grey Shade), Use Classifications, and Representative Uses (In Parentheses)	**Unit on Measure (UOM)**	**Mobility Fee to Be Collected**
RESIDENTIAL & LODGING USES		
Residential (ADU, Apartments, Attached, Condo, Detached, Duplex, Townhouse, 3 or more attached units)	per 1,000 sq. ft.	$2,981
Overnight Lodging (B&B, Condo Hotel, Hotel, Motel, Short-term Rental, Transient)	per room	$3,843
Mobile Residence (Mobile Home, Recreational Vehicle, Travel Trailer)	per space or lot	$3,524

INSTITUTIONAL USES		
Community Serving (Center, Civic / Fraternal Club, Gallery, Museum, Performance Venues, Place of Assembly or Worship)	per 1,000 sq. ft.	$3,014
Long Term Care (Assisted Living, Care or Recovery Homes, Congregate Living Facility, Nursing Home)	per 1,000 sq. ft.	$3,715
Private Education (Afterschool, Family Day Care, K-12, Pre-K, Trade School, Tutor)	per 1,000 sq. ft.	$3,541
Institutional (College, Hospital, Post-Secondary Education, University)	per 1,000 sq. ft.	$6,349
INDUSTRIAL USES		
Industrial (Assembly, Brewing, Distribution, Fabrication, Flex, Manufacturing, Processing, Storage, Trades, Utilities)	per 1,000 sq. ft.	$1,654
COMMERCIAL RECREATIONAL USES		
Marina (Wet Berths, Dry Slips, Ancillary Repair, Yacht Club)	per Berth plus per 10 slips	$830
Unenclosed Commercial Recreation (Commercial Amusement, Golf, Multi-Purpose, Recreation, Sports, Tennis)	per Acre	$9,779
Enclosed Commercial Recreation (Commercial Amusement, Fitness, Gym, Health, Indoor Sports)	per 1,000 sq. ft.	$8,785
OFFICE USES		
Office (Administrative, Business Service, Clinic, Dental, Medical, Professional Service, Real Estate, Veterinary)	per 1,000 sq. ft.	$7,311
COMMERCIAL & RETAIL USES		
Retail (Goods, Local: [Grocery, Pharmacy, or Restaurant], Sales, Services, Stores)	per 1,000 sq. ft.	$10,621
High Impact Retail (Alcoholic Beverage Sales, Banks, Chain: [Grocery, Pharmacy, or Restaurant])	per 1,000 sq. ft.	$18,511
Convenience Retail (Car Wash, Chain Fast Food, Convenience Market or Store, Gas Stations, Service Stations)	per 1,000 sq. ft.	$29,931
ADDITIVE FEES FOR COMMERCIAL SERVICES & RETAIL USES		

Motor Vehicle Charging	per Charging Position	$24,938
Motor Vehicle Fueling	per Fueling Position	$30,069
Motor Vehicle Repair (Accessories, Brakes, Heavy, Light, Maintenance, Quick Lube, Repair, Tires)	per Bay or Stall	$18,886
Parking (Private Paid Parking Garages Or Lots, Vehicle Or Equipment Auction, Storage, Rental, Towing, Transitional Lots)	per Space	$1,737
Retail Drive-Through (ATM, Bank, Drive-in Business, Dry Cleaner, Dollar Store, Grocery Store, Pharmacy, Restaurant)	per Lane	$21,754

Sec. 12-12. - Mobility fee determination.

(a) The mobility fee per land use shall be determined using the closest land use category and unit of measure on the mobility fee schedule.

(b) In the event a project involves a land use not contemplated under the mobility fee land use categories on the mobility fee schedule, the mobility fee shall be determined utilizing the closest land use category based on the latest ITE Trip Generation Manual.

(c) In the event new development involves a mixture of land uses, the mobility fee shall be based on each individual mobility fee land use classification.

(d) The mobility fee shall be determined using the appropriate land use category, land use classification, unit of measure, and mobility fee rate established on the mobility fee schedule.

(e) In the event an applicant believes that the cost to mitigate the impact of new development is less than the mobility fee established in the mobility fee schedule, the applicant may submit an alternative mobility fee study. An applicant will be required to hold a methodology meeting with the City and obtain an approved methodology statement from the City prior to conducting the alternative mobility fee study.

(f) For any residential dwelling, regardless of type of residential use, the mobility fee is based on the residential square footage, divided by 1,000, and multiplied by the applicable mobility fee rate.

(g) The mobility fee for overnight lodging is based on the number of rooms available for guests to sleep. For vacation rentals, rooms shall be based on locations where a bed, sofa

bed, or temporary bed can reasonably be accommodated. Any square footage that is leased to a third-party unaffiliated use that provides drinks, food, goods, or services to the public, shall be required to pay the applicable mobility fee per use. This does not apply to conference spaces, markets, or food and beverage service provided by the overnight lodging primarily for guests.

(h) Mobile residence is based on the number of lots or spaces available for a mobile residence. Any square footage that is leased to a third-party unaffiliated use that provides drinks, food, goods, or services to the public, shall be required to pay the applicable mobility fee per use. This does not apply to community spaces, laundry facilities, or food and beverage provided for residents.

(i) For institutional, industrial, office, commercial and retail uses, the mobility fee shall be based on the total non-residential square footage, divided by 1,000, and multiplied by the applicable mobility fee rate.

(j) For commercial storage uses under industrial, acreage for any unenclosed materials, sales and display, and recreational vehicles, including, but not limited to, boats, recreational vehicles (RV), and trailers, shall be converted to square footage by multiplying the total acreage by 43,560. Common areas for buffers, conservation, vehicle circulation, and stormwater shall be excluded from the acreage calculation.

(k) The mobility fees for marinas are based on the total number of wet berths and the total number of dry storage slips divided by 10 and multiplied by the applicable mobility fee rate. Square footage for a bait shop, small office, maintenance, and fueling are considered ancillary uses and are not assessed a mobility fee. If a retail use or restaurant use is provided that is open to the public, then that square footage would pay the applicable mobility fee for the building square footage in addition to the mobility fee associated with berths and slips.

(l) For commercial recreation facility uses that feature both enclosed buildings and unenclosed acreage, the total mobility fee shall be the sum of the enclosed recreation mobility fee based on square footage plus the unenclosed recreation mobility fee based on acreage. Any square footage that is leased to an unaffiliated third-party use that provides drinks, food, goods, services, shall be required to pay the applicable mobility fee per the individual uses identified in the mobility fee schedule. For overnight lodging, the mobility fee shall be based on the total number of rooms per the overnight lodging mobility fee rate.

(m) Additive mobility fees for commercial and retail uses are in addition to mobility fees assessed for the square footage of the applicable commercial and retail use.

(n) Mobility fees for motor vehicle charging shall only be assessed when motor vehicle charging stations are provided as a free-standing commercial or retail use and charge for the service through either payment or subscription or are part of a retail uses that also offers fueling for motor vehicle goods or the sale of retail goods, services, food or beverages. The number of charging positions is based on the maximum number of motor vehicles that could be charged at one time. Mobility fees are not assessed for private residence, multi-family dwellings, offices, industrial uses, overnight lodging, or retail uses where charging is provided for free or a nominal charge and intended for residence, drivers, employees, guests or patrons of the land use.

(o) Mobility fees shall be assessed for motor vehicle fueling provided at convenience stores, gas or service stations, general stores, grocery stores, supermarkets, superstores, variety stores, wholesale clubs, or other non-residential land uses with fuel pumps. There shall be a separate mobility fee for the square footage of any multi-tenant or free-standing retail building per the applicable mobility fee rate. The number of fueling positions is based on the maximum number of motor vehicles that could be fueled at one time. This does not include fueling provided for governmental or education uses or industrial uses for fleet refueling.

(p) Motor vehicle repair service includes routine maintenance or service such as changing belts, brakes, fluids, filters, tires, or wipers. Service may also include functions such as alignments or tune-ups, and repairs such as body work, engine repair or replacement, or painting. Motor Vehicle Service would pay per service bay plus the applicable mobility fee retail rate associated with any additional building square footage, including any lobby, offices, show rooms or waiting area.

(q) The mobility fee for parking shall be based on the total number of spaces for the storage of vehicles. For purposes of calculating spaces, a standard parking space with dimensions of 10’ wide by 20’ long shall be used where parking spaces are not clearly defined. For larger equipment, areas shall be designated on a plan or a survey to determine square footage and typically dimensions of vehicles to be stored shall be provided to determine the number of spaces. If unknown, then number of spaces shall be determined by the 10’ x 20’ standard. Any buildings or structures shall pay applicable industrial, or retail rates based on the underlying land use.

(r) Any drive-through associated with a bank, credit union, dry cleaner, commercial or retail use, grocery store, pharmacy, or restaurant will be assessed an additive mobility fee based on the number of drive-through lanes. The greatest number of lanes will be used to determine the additive fee. The lanes may be used to either place an order or pick up goods, items, or an order. For uses with freestanding automated teller machines (ATMs) or ATMs

at a financial institution, the number of lanes shall be based on the number of vehicles that can use an ATM at one time. ATMs that are attached to a building and are accessible by foot or mobility assisted device are not considered to be drive-up ATMs.

(s) The city manager or designee shall have the ability to act regarding determination of use, request to reconsider determinations, and to address unique circumstances that may arise for time to time that are not expressly addressed herein, consistent with legal and statutory requirements.

* * * *

SECTION 5. Conflicts. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 6. Severability. If any section, subsection, sentence, clause, phrase, or provision of this Ordinance is held to be unconstitutional or otherwise invalid by a court of competent jurisdiction, such unconstitutionality or invalidity shall not be construed as to render unconstitutional or invalid the remaining provisions of this Ordinance.

SECTION 7. Codification. It is the intent of the City Commission of the City of Flagler Beach that the provisions of this Ordinance shall be codified. The codifier is granted broad and liberal authority in codifying the provisions of this Ordinance.

SECTION 8. Effective Date. This Ordinance shall become effective ninety (90) days from the date of adoption of this Ordinance, pursuant to § 163.31801, *Florida Statutes*.

PASSED UPON the first reading of the City Commission on the _____ day of _____ 2026.

PASSED UPON the second and final reading of the City Commission on the _____ day of _____ 2026.

CITY OF FLAGLER BEACH, FLORIDA

_____
Patti King, Mayor

ATTEST:

_____
Penny Overstreet, City Clerk

City of Flagler Beach
Mobility Fee Technical Report

APRIL 2026



NUE URBAN CONCEPTS

LAND USE · MOBILITY · PARKING · FEES

THE REPUBLIC of DESIGN INC.

CITY OF FLAGER BEACH
MOBILITY FEE
TECHNICAL REPORT

APRIL 2026

Produced for: City of Flagler Beach

Produced by: Jonathan B. Paul, AICP
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NUE URBAN CONCEPTS
LAND USE · MOBILITY · PARKING · FEES

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NUE URBAN CONCEPTS
LAND USE • MOBILITY • PARKING • FEES

NUE URBAN CONCEPTS, LLC
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Gainesville, FL 32601
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nueurbanconcepts@gmail.com

March 27th, 2026

Lupita McClenning
City Planner
City of Flagler Beach, Planning, Building & Engineering
800 S Daytona Ave.
Flagler Beach, FL 32136

Re: City of Flagler Beach Mobility Fee Technical Report

Dear Lupita:

Enclosed is the City of Flagler Beach Mobility Fee Technical Report dated April 2026. The City Mobility Fees are based on mobility projects identified in the 2050 City of Flagler Beach Mobility Plan. This Technical Report has been prepared for consideration by the City Commission. The 2050 Mobility Plan and the Mobility Fee Technical Report would be adopted through an implementing ordinance. The earliest that an implementing ordinance could become effective is a minimum of 90 calendar days after adoption, as required by Florida Statute 163.31801.

The 2050 Mobility Plan includes projects addressing future mobility needs for the residents, businesses, employees, and visitors to Flagler Beach. The development of a City Mobility Fee is the first step in a multi-step process to replace transportation concurrency with an alternative transportation system based on a mobility plan and mobility fee as provided for in Florida Statute Section 163.3180. The recently adopted House Bill 479 amendment to Florida Statute Section 163.3180 reinforced the ability of the City, and municipalities throughout the State of Florida, to adopt an alternative transportation system to replace transportation concurrency and to adopt a mobility fee system as the only fee to mitigate transportation capacity impacts to be collected within the City.

The Mobility Fee is an equitable and simplified one-time payment from new development to mitigate its impact to the City's multimodal transportation system. The City Mobility Fee, documented in the enclosed Technical Report, is consistent with legal and statutory requirements and meets the dual rational nexus test and the rough proportionality test, consistent with Florida Statute Sections 163.3164, 163.3180, 163.31801, and Florida Statute Chapter 380.

NUE Urban Concepts looks forward to continuing to work with City staff on finalizing the 2050 Mobility Plan and Mobility Fee per direction from the City Commssion.

Sincerely,

Jonathan B. Paul

Jonathan B. Paul, AICP
Principal

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EXECUTIVE SUMMARY

In 1985, the Florida Legislature passed the Growth Management Act that required all local governments in Florida to adopt Comprehensive Plans to guide future development and mandated that adequate public facilities be provided "concurrent" with the impacts of new development. Transportation concurrency became the measure used by local governments to ensure that adequate public facilities, in the form of road capacity, was available to meet the transportation demands from new development.

By 1993, the Florida Legislature recognized that an unintended consequence of transportation concurrency is that it discouraged development in urban areas where road capacity was constrained and pushed development to suburban and rural areas where road capacity was either available or was cheaper to construct. In 2007, the Legislature introduced the concept of mobility plans and mobility fees as an alternative to transportation concurrency, proportionate share, and road impact fees. Mobility fees are a way for new development to mitigate its impact (i.e., traffic) through a streamlined and transparent one-time payment to local governments.

In 2011, the Legislature eliminated state mandated transportation concurrency and made it optional for any local government. In 2013, the Legislature encouraged local governments to adopt alternative mobility funding systems, such as a mobility fee, based on a plan of improvements. In 2019, the Legislature required mobility fees follow the same statutory process as impact fees. **In 2024, the Legislature, through HB 479, defined mobility fees and mobility plans and reaffirmed that any local government can adopt an alternative transportation system (fka alternative mobility funding systems), such as a mobility fee based on a mobility plan.**

The City of Flagler Beach Mobility Fee has been developed to fund mobility projects identified in the Mobility Plan. The Mobility Fee will: (1) establish a new fee collected by the City and (2) be the only fee to mitigate transportation impacts collected within the City.

The Mobility Fee system features a single Assessment Area where mobility fees are equally assessed on new development within the City based on the type of land use. The Mobility Fee features a single Benefit District to ensure Mobility Fees paid to the City are spent on mobility projects identified in the Mobility Plan that provide a mobility benefit to the new development that paid the Mobility Fee. **The Mobility Fee Technical Report, dated April 2026, documents the data and methodology used to develop a mobility fee, to mitigate the impact of new development based on the 2050 Mobility Plan, that meets legally established dual rational nexus and rough proportionality tests, and is consistent with the requirements of Florida Statute Sections 163.3180, 163.31801, and Florida Statute Chapter 380.**

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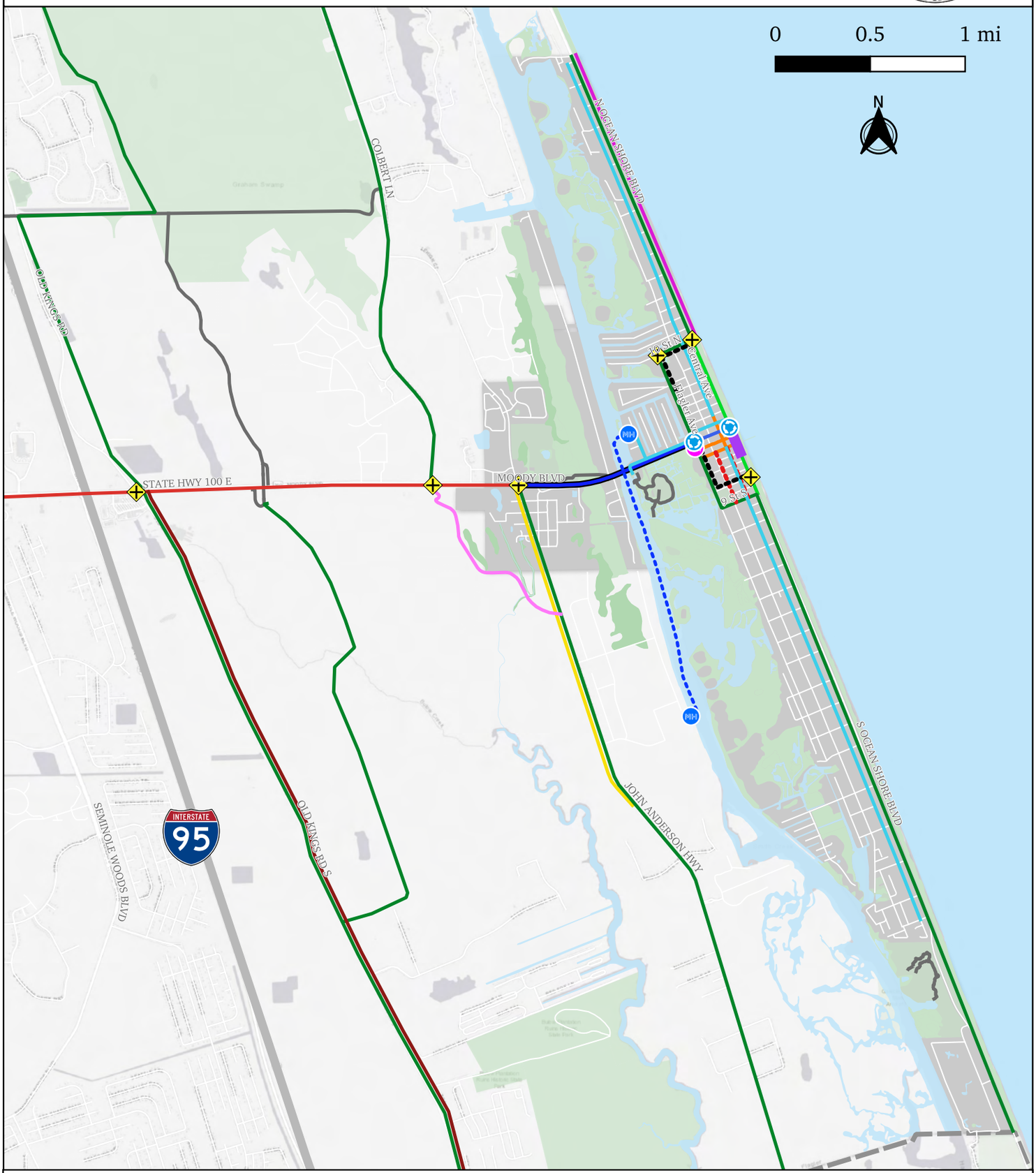
CITY OF FLAGLER BEACH MOBILITY FEE

LAND USE CATEGORIES (DARK GREY), USE CLASSIFICATIONS, & REPRESENTATIVE USES (IN PARENTHESES)	UNIT OF MEASURE (UOM)	Mobility Fee
Residential & Lodging Uses		
Residential (ADU, Apartments, Attached, Condo, Detached, Duplex, Townhouse, 3 or more attached units)	per 1,000 sq. ft.	$2,981
Overnight Lodging (B&B, Condo Hotel, Hotel, Motel, Short-term Rental, Transient)	per room	$3,843
Mobile Residence (Mobile Home, Recreational Vehicle, Travel Trailer)	per space or lot	$3,524
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Marina (wet berths, dry slips, ancillary repair, yacht club)	per Berth plus per 10 Slips	$830
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High Impact Retail (Alcoholic Beverage Sales, Banks, Chain: [Grocery, Pharmacy, or Restaurant]	per 1,000 sq. ft.	$18,511
Convenience Retail (Car Wash, Chain Fast Food, Convenience Market or Store, Gas Stations, Service Stations)	per 1,000 sq. ft.	$29,931
Additive Fees for Commercial Services & Retail Uses [8]		
Motor Vehicle Charging	per Charging Position	$24,938
Motor Vehicle Fueling	per Fueling Position	$30,069
Motor Vehicle Repair Service (Accessories, Brakes, Heavy, Light, Maintenance, Quick Lube, Repair, Tires)	per Bay or Stall	$18,886
Parking (private paid parking garages or lots, vehicle or equipment auction, storage, rental, towing, transitional lots)	per Space	$1,737
Retail Drive-Through (ATM, Bank, Drive-in Business, Dry Cleaner, Dollar Store, Grocery Store, Pharmacy, Restaurant)	per Lane	$21,754

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2050 Mobility Plan

City of Flager Beach



- Two (2) Lane Divided Reconstruction
- Access Management & Corridor Study
- Context Sensitive Enhancement
- Curbless Shared Street
- Multi-Use Trail
- Moody Blvd Bridge Shared Use Path
- One-Way Pair Evaluation
- Pier District (Pedestrian Prioirity Area)
- Pier District (Pedestrian Priority Area)
- Primary Multimodal Corridor
- Primary Multimodal Corridor
- Reconfiguration
- Upgrade to Collector
- Widen from Four (4) to Six (6) Lanes
- Water Taxi
- Intersection Improvement
- Mobility Hub
- Mobility Hub Evaluation
- Roundabout
- Existing Multimodal Facility
- Volusia County Boundary
- Parks and Greenspace
- City of Flagler Beach

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Produced by NUE Urban Concepts, LLC (2026)

CITY OF FLAGLER BEACH

MOBILITY FEE
TECHNICAL REPORT

APRIL 2026

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INTRODUCTION

The City of Flagler Beach intends for the Mobility Fee to provide an alternative transportation system to replace transportation concurrency for all new development with land use entitlements consistent with the currently adopted City Comprehensive Plan. The City's Mobility Fee is based on a Mobility Plan that identifies **mobility projects "needed"** to meet projected growth in travel demand and enhance the City's transportation system by providing residents, employees, and visitors with safe and convenient mobility options to travel within Flagler Beach and to and from surrounding areas.

Mobility Projects consist of **improvements, programs, and services such as sidewalks, bike lanes, multi-use trails, shared use paths, curbless shared streets, low speed streets and traffic calming, primary multimodal corridors, road widenings, a lane reconfiguration, a one-way pair evaluation, a corridor study, intersection improvements, safety improvements, parking improvements, mobility hubs, wayfinding, a microtransit pilot, a water taxi, and more.**

Mobility Fees are not: ***(1) a reoccurring tax; (2) assessed to existing residential or non-residential property; or (3) deposited into general revenue funds of the City.***

Mobility Fees are: ***(1) a streamlined one-time assessment on new development within the Mobility Fee Assessment Area; (2) intended to offset the travel demand impact of new development; and (3) deposited into special revenue fund for mobility fees to be expended on mobility projects within the City's Mobility Fee Benefit District.***

New Development is defined as ***"new residential and non-residential construction, any new land alteration or site preparation activity, any new construction of buildings or structures, any modification, reconstruction, redevelopment, or upgrade of buildings or structures, any change of use of a building, land, or structure, and any special exception approval, variance, or special use permit that results in an increase in an impact to the transportation system."***

Impact is defined as ***"any new development that results in an increase in person travel demand above the demand generated by the existing use of property, including submerged lands."***

The Mobility Fee system features a single **Assessment Area** that includes all property located within the City **(Map A).** The assessment area defines where new development is assessed a mobility fee. The mobility fee system has been developed to assess a uniform mobility fee rate for each land use included on the mobility fee schedule. Mobility fees can be assessed at the time of building permit application and are paid at the time a building permit is issued by the City.

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The Mobility Fee system features a single **Benefit District** that covers the entire City, along with adjacent areas outside City limits **(Map B).** The benefit district extends beyond current City limits as people walking, bicycling, riding transit, and driving vehicles do not stop at City limits. There may be instances where it makes sense to extend a mobility project beyond City limits or contribute to a mobility project outside City limits to enhance access, to the extent there is a mobility benefit provided to new development. The Benefit District also enables Flagler Beach to address extra jurisdictional impacts as required by Florida Statute.

When mobility fees are paid by new development, they are deposited into a special revenue fund established by the City. Mobility fees are legally and statutorily required to be spent on mobility projects identified in the Mobility Plan and the Capital Improvement Program to provide a mobility **"benefit"** to new development that paid the mobility fee. The City Commission will determine how mobility fee revenue is allocated and expended on mobility projects through annual updates to the Capital Improvements Program (CIP).

Once adopted, the Mobility Fee will be the only transportation mitigation fee collected from new development in the City consistent with Florida Statute. After adoption of the Mobility Plan and Mobility Fee, the City will need to update its Comprehensive Plan to integrate the Mobility Plan and Mobility Fee and ensure that the Comprehensive Plan is consistent with requirements of Florida Statute Sections 163.3164, 163.3177, 163.3180, and 163.31801.

The Mobility Fee is based on mobility projects established in the **2050 Mobility Plan** that are **"needed"** over the next 24 years to meet projected growth in travel demand. The **Mobility Fee Technical Report** has been developed to document the data and methodology to develop an alternative transportation system to replace transportation concurrency, consistent with Florida Statute Section 163.3180. The Mobility Fee Technical Report has been developed consistent with the **"needs"** and **"benefits"** requirements of the **"dual rational nexus test"** and the calculated mobility fee is **"roughly proportionate"** to the impacts of new development as required by Florida Statute Section 163.3180 and 163.31801.

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LEGISLATIVE BACKGROUND

The State of Florida passed the Growth Management Act of 1985 that required all local governments in Florida to adopt Comprehensive Plans that guide future development. The Act mandated that adequate public facilities must be provided "concurrent" with the impacts of new development. State mandated "concurrency" was adopted to ensure the health, safety, and general welfare of the public by ensuring that adequate public facilities would be in place to accommodate the demand for public facilities created by new development.

Transportation concurrency became the measure used by the Florida Department of Community Affairs (DCA), Florida Department of Transportation (FDOT), Regional Planning Councils (RPCs), and local governments to ensure that adequate public facilities, in the form of road capacity, was available to meet the transportation demands from new development. To meet the travel demand impacts of new development and be deemed "concurrent", transportation concurrency was primarily addressed by constructing new roads and widening existing roads.

Traditional transportation concurrency allowed governmental entities to deny development where road capacity was not available to meet travel demand needs created by new development. Transportation concurrency also allowed governmental entities to require that developments be timed or phased concurrent with the addition of new road capacity. In addition, transportation concurrency also allowed governmental entities to require new development to improve (widen) roads that were already overcapacity (aka "deficient" or "backlogged').

In urban areas throughout Florida, traditional transportation concurrency had the unintended consequence of limiting and stopping growth in urban areas. This occurred because roads were often over capacity based on traffic already on the roads or the combination of that traffic and trips from approved developments. Further, the ability to add road capacity in urban areas was more limited as right-of-way was often constrained by existing development, utilities, other physical barriers, and environmental protections.

Stopping development in urban areas encouraged suburban sprawl by forcing new development to suburban and rural areas where road capacity was either readily available or cheaper to construct. In the late 90's, as the unintended impact of transportation concurrency became more apparent, the Legislature adopted Statutes to provide urban areas with alternatives to address the impact of new development through Transportation Concurrency Exception Areas (TCEA) and Transportation Concurrency Management Areas (TCMA).

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The intent of TCEAs and TCMAs was to allow local governments alternative solutions to provide mobility within urban areas by means other than providing road capacity and to permit infill and redevelopment in urban areas. In the mid 2000's, Florida experienced phenomenal growth that strained the ability of local governments to provide the necessary infrastructure to accommodate that growth. Many communities across the State started to deny new developments, substantially raise impact fees, and require significant transportation capacity improvements.

In 2005, the Legislature enacted several laws that weakened the ability of local governments to implement transportation concurrency by allowing new development to make proportionate share payments to mitigate its travel demand. The Legislature also introduced Multi-Modal Transportation Districts (MMTD) for areas that did qualify for TCEAs or TCMAs.

In 2007, the Florida Legislature introduced the concept of mobility plans and mobility fees to allow development to equitably mitigate its impact and placed additional restrictions on the ability of local governments to charge new development for over capacity roadways. The Legislature directed the Florida Department of Community Affairs (DCA) and the Florida Department of Transportation (FDOT) to evaluate mobility plans and fees and report the findings to the Legislature in 2009.

In 2009, the Legislature designated Dense Urban Land Areas (DULA), which are communities with a population greater than 1,000 persons per square mile, as TCEA's. The Legislature accepted the findings of the DCA and FDOT analysis for mobility plans and mobility fees but did not take any action as the State was in the midst of the great recession. The Legislature also placed further restrictions on local government's ability to implement transportation concurrency, by adding direction on how to calculate proportionate share and how overcapacity roads are addressed.

In 2011, the Florida Legislature through House Bill (HB) 7207 adopted the "Community Planning Act" which implemented the most substantial changes to Florida's growth management laws since the 1985 "Local Government Comprehensive Planning and Land Development Regulation Act," which had guided comprehensive planning in Florida for decades.

The 2011 legislative session eliminated State mandated concurrency, made concurrency optional for local governments, and eliminated the Florida Department of Community Affairs (DCA) and replaced it with the Florida Department of Economic Opportunity (DEO). The Act essentially removed the DEO, Florida Department of Transportation (FDOT), and Regional Planning Councils (RPC) from the transportation concurrency review process.

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Although local governments are still required to adopt and implement a comprehensive plan, the requirements changed significantly and shifted more discretion to local governments to plan for mobility within their community and enacted further restrictions on the implementation of transportation concurrency, proportionate share, and backlogged roads.

The Florida Legislature did not include any provisions in House Bill 7207 exempting local governments existing transportation concurrency system, when it elected to abolish statewide transportation concurrency. The legislation made transportation concurrency optional for local governments, and enacted further restrictions on how local governments could implement transportation concurrency.

House Bill 319, passed by the Florida Legislature in 2013, amended the Community Planning Act and brought about more changes in how local governments could implement transportation concurrency. The legislation further recognized the ability of local governments to adopt an alternative mobility funding system, such as mobility fees based on a plan of improvements. These alternative mobility funding systems allowed development, consistent with an adopted Comprehensive Plan, to equitably mitigate its travel demand impact though one time mitigation payments to the local government.

Prior to the passage of the Florida Community Planning Act by the Legislature on June 2, 2011, transportation concurrency was mandatory for local governments statewide, except those with approved TCEAs or MMTDs. After adoption of the Community Planning Act, transportation concurrency became optional for any local government. The Legislature encouraged local governments to adopt alternative mobility funding systems and specifically referenced mobility fees, based on a plan for mobility improvements.

The Community Planning Act enabled local governments to break the transportation concurrency cycle by transitioning away from regulating road capacity and toward planning for mobility **(Figure 1)**. Florida Commerce, which replaced the Department of Economic Opportunity (DEO), which replaced the Department of Community Affairs (DCA), provides direction to local governments related to elimination of transportation concurrency and adoption of a mobility fee-based plan, in accordance with Florida Statute 163.3180 **(Appendix A)**.

Figure 1: Concurrency Cycle



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In 2019, the Florida Legislature, through House Bill 7103, amended the Community Planning Act and required mobility fees to be governed by the same procedures as impact fees. This amendment further confirmed that mobility fees are an equivalent form of mitigation to impact fees that allow development activity to mitigate its impact to the transportation system consistent with the needs identified in the local governments adopted mobility plan per Florida Statute Section 163.3180(5)(i).

In 2024, the Florida Legislature, through House Bill 479, amended the Community Planning Act to reaffirm that any local government can repeal transportation concurrency. The legislature replaced the term **"alternative mobility funding systems"** with **"alternative transportation systems"** in recognition that there are local governments in Florida with alternative systems that were not explicitly required to follow the processes and procedures required under Florida Statute Section 163.31801. The following is the amended version of Florida Statute Section 163.3180(5)(i) related to an alternative transportation system **(Appendix B)**.

"(i) ***If a local government elects to repeal transportation concurrency, the local government may adopt an alternative transportation system that is mobility-plan and fee-based*** *or an alternative transportation system that is not mobility-plan and fee-based. The local government may not use an alternative transportation system to deny, time, or phase an application for site plan approval, plat approval, final subdivision approval, building permits, or the functional equivalent of such approvals provided that the developer agrees to pay for the development's identified transportation impacts via the funding mechanism implemented by the local government.* ***The revenue from the funding mechanism used in the alternative transportation system must be used to implement the needs of the local government's plan which serves as the basis for the fee imposed.*** *An alternative transportation system must comply with s. 163.31801 governing impact fees. An alternative transportation system may not impose upon new development any responsibility for funding an existing transportation deficiency as defined in paragraph (h)."****(emphasis added)***

For the first time since the terms mobility fees and mobility plans were introduced in 2007, the Florida Legislature, through HB 479, defined both terms in the Community Planning Act. The following are the recently adopted definitions for a mobility fee and a mobility plan per Florida Statute Section 163.3164 **(Appendix B)**:

"(32) "Mobility fee" means a local government fee schedule established by ordinance and based on the projects included in the local government's adopted mobility plan.

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(33) "Mobility plan" means an alternative transportation system mobility study developed by using a plan-based methodology and adopted into a local government comprehensive plan that promotes a compact, mixed use, and interconnected development served by a multimodal transportation system in an area that is urban in character, or designated to be urban in character, as defined in s. 171.031."

One of the most significant amendments under HB 479 was the recognition that where a municipality and county both charge a fee for transportation capacity impacts, that only one fee may be assessed to mitigate impacts of new development. The amendment requires a county and a municipality to negotiate an interlocal agreement to establish that only one fee is to be collected by the local government issuing building permits.

The interlocal agreement is also required to address distribution of collected revenue between a municipality and an adjacent local government from development activity to mitigate transportation impacts. The following are the recent additions to Florida Statute 163.3180(5)(j):

"1. If a county and municipality charge the developer of a new development or redevelopment a fee for transportation capacity impacts, the county and municipality must create and execute an interlocal agreement to coordinate the mitigation of their respective transportation capacity impacts.

2. The interlocal agreement must, at a minimum:

a. Ensure that any new development or redevelopment is not charged twice for the same transportation capacity impacts.

b. Establish a plan-based methodology for determining the legally permissible fee to be charged to a new development or redevelopment.

c. Require the county or municipality issuing the building permit to collect the fee, unless agreed to otherwise.

d. Provide a method for the proportionate distribution of the revenue collected by the county or municipality to address the transportation capacity impacts of a new development or redevelopment, or provide a method of assigning responsibility for the mitigation of the transportation capacity impacts belonging to the county and the municipality.

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3. By October 1, 2025, if an interlocal agreement is not executed pursuant to this paragraph:

a. The fee charged to a new development or redevelopment shall be based on the transportation capacity impacts apportioned to the county and municipality as identified in the developer's traffic impact study or the mobility plan adopted by the county or municipality.

b. The developer shall receive a 10 percent reduction in the total fee calculated pursuant to sub subparagraph a.

c. The county or municipality issuing the building permit must collect the fee charged pursuant to sub-subparagraphs a. and b. and distribute the proceeds of such fee to the county and municipality within 60 days after the developer's payment.

4. This paragraph does not apply to:

a. A county as defined in s. 125.011(1).

b. A county or municipality that has entered into, or otherwise updated, an existing interlocal agreement, as of October 1, 2024, to coordinate the mitigation of transportation impacts. However, if such existing interlocal agreement is terminated, the affected county and municipality that have entered into the agreement shall be subject to the requirements of this paragraph unless the county and municipality mutually agree to extend the existing interlocal agreement before the expiration of the agreement."

The requirement for an interlocal agreement and collection of a single fee applies to all local governments in Florida, except for Miami Dade County under Florida Statute Section 125.011(1). A county and a municipality with an interlocal agreement, where both collect a fee as of October 1st, 2024, are also exempt until the interlocal agreement expires or is terminated. No local government is prohibited from adopting an alternative transportation system, even municipalities within a Charter County that requires transportation concurrency. Further, a municipality within a County that is exempted under Florida Statute Section 125.011(1) does not preclude the municipality from negotiating an interlocal agreement with the exempted County to address mitigation or even a reduction in fees based on an adopted mobility plan and fee.

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Road Impact Fee & Mobility Fee Comparison

The Florida Constitution grants local governments broad home rule authority to establish special assessments, impact fees, mobility fees, franchise fees, user fees, and service charges as revenue sources to fund specific governmental functions and capital infrastructure. Payment of impact fees or mobility fees are one of the primary ways local governments can require new development, along with redevelopment or expansion of existing land uses that generate additional transportation demand, to mitigate its impact to a local governments transportation system. While road impact fees and mobility fees are both intended to be a means in which a development can mitigate its transportation impact, the following are the major differences between the two fees:

Road Impact Fees

- Partially or fully fund road capacity improvements, including new roads, the widening of existing roads, and the addition or extension of turn lanes at intersections to move people driving vehicles (i.e., cars, trucks, SUVs, motorcycles).
- Are based on increases in trip generation, vehicle trip length, and road capacity, along with the cost of road capacity improvements and the projected vehicle miles of travel from development.
- May be based on either an adopted LOS standard (aka standards or consumption-based fee) or on future road improvements (aka plan or improvements-based fee).

Mobility Fees

- Pay for the cost associated with adding new multimodal capacity to move people walking, bicycling, scooting, riding transit, driving vehicles, or using shared mobility technology.
- Partially or fully fund mobility projects, including sidewalks, paths, trails, bike lanes, streetscape and landscape, complete and low speed streets, micromobility (i.e., electric bikes, electric scooters) devices, programs, and services, microtransit (i.e., golf carts, neighborhood electric vehicles, autonomous transit shuttles, trolleys) circulators, services and vehicles, new roads, the widening of existing roads, and turn lanes, signals, and ADA upgrades at intersections.
- Are based on increases in person trips, person trip lengths, and person miles of capacity from mobility projects, along with projected person miles of travel from new development.
- Assessment areas may include all or portions of a municipality or county, and may vary based on geographic location (e.g., downtown) or type of development (e.g., mixed-use).
- Must be based on future mobility projects adopted as part of a mobility plan and incorporated or referenced in the local governments Comprehensive Plan.

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THE IMPACT FEE ACT & CASE LAW OVERVIEW

In the late 1970's and early 1980's local governments throughout Florida began adopting road impact fees as a means for new development to pay for its traffic impact and generate revenue to fund transportation infrastructure improvements. Counties, especially Charter Counties, began requiring that municipalities collect road impact fees on their behalf to fund improvements to the county road system. Throughout the 1980's, 1990's, and 2000's, municipalities throughout Florida challenged the ability of counties to compel them to collect road impact fees for new development. The opposition stemmed in part from an unintended consequence of transportation concurrency which was that it essentially stopped development in urban areas (aka "municipalities"). Both municipalities and development activity were constrained in their ability to add road capacity due to the cost of acquiring developed land and receiving opposition from existing residents concerned about increased traffic and the impact new road capacity would have on their neighborhoods.

The inability of development activity in urban areas to meet transportation concurrency resulted in development moving to suburban and rural areas (aka "urban sprawl") where fewer residents were likely to oppose new road capacity improvements and where road capacity was either available or cheaper to construct. Municipalities found themselves in the unenviable position of sending road impact fees to counties when development activity met concurrency requirements, only to watch road impact fees being spent on new road capacity projects outside of urban areas, which ultimately facilitated sprawl beyond municipal boundaries.

Furthermore, the courts often ruled in favor of counties, as municipalities that challenged being compelled to collect impact fees failed to present alternative solutions for addressing the traffic impacts of new development. These challenges all occurred prior to the Florida Legislature adopting the "Impact Fee Act" through Florida Statute 163.31801. Additionally, these challenges existed prior to the introduction of mobility plans and mobility fees and the adoption of the "Community Planning Act" through Florida Statute 163.3180.

Before the Florida "Impact Fee Act" was adopted, many local governments had already developed impact fees through their home rule powers. In 2006, the Legislature adopted the "Impact Fee Act" to provide process requirements for the adoption of impact fees and formally recognized the authority of local governments to adopt impact fees. Prior to 2006, the Florida Legislature, unlike many States throughout the U.S. that had already adopted enabling legislation, elected to defer to the significant case law that was developed in both Florida and throughout the U.S. to provide guidance to local governments to adopt impact fees.

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In 2009, the Legislature made several changes to the "Impact Fee Act", the most significant of which was placing the burden of proof on local governments, through a preponderance of the evidence, that the imposition of the fee meets legal precedent and the requirements of Florida Statute Section 163.31801. Prior to the 2009 amendment, Courts generally deferred to local governments as to the validity of an imposed impact fee and placed the burden of proof, that an imposed impact fee was invalid or unconstitutional on the plaintiff.

In 2019, the Legislature, through HB 207 and HB 7103, made several changes to the "Impact Fee Act", the most significant of which was the requirement that fees cannot be collected prior to building permit issuance. The changes also expanded on the requirements of the dual rational nexus test, the collection and expenditure of fees, credits, and administrative cost.

In 2020, the Legislature, through SB 1066, made several additional changes to the Impact Fee Act to clarify that new or updated impact fees cannot be assessed on a permit if the permit application was pending prior to the new or updated fee. The bill also made credits assignable and transferable to third parties.

In 2021, the Legislature, through HB 337 made significant amendments to the "Impact Fee Act", which the Governor subsequently approved. The amendments require that impact fees be based on planned improvements and that there is a clear nexus between the need for improvements and the impact from new development.

The amendments have a greater impact on increases to existing impact fees and have phasing requirements for increases to existing fees. There are provisions that allow a local government to fully implement updated fees based on a finding of extraordinary circumstances, holding public hearings, and requiring a super majority approval by elected officials.

In 2024, the Legislature, through HB 479 made amendments to the "Impact Fee Act" that requires fee studies be completed and adopted within 12 months from the date of initiation of the study. The amendment also stipulated that data used in fee studies should not be older than four years. The amendment also requires alternative transportation systems recognize transportation or road impact fee credits granted prior to adoption of the alternative transportation systems. The most recently enacted version of Florida Statute Section 163.31801 is provided in **Appendix C**.

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One of the purposes of this Technical Report, consistent with Florida Statute Section 163.31801(4)(f) and (g), is to demonstrate that the City of Flagler Beach' Mobility Fee is proportional and reasonably connected to, or has a rational nexus with, both the **"need"** for mobility projects and the mobility **"benefits"** provided to those who pay the fee, otherwise known as the "dual rational nexus test", herein further described as:

The "Need" for additional (new) capital facilities (mobility projects) to accommodate the increase in demand (impact) from growth (new development), and

The "Benefit" that the new growth (new development) receives from the payment and expenditure of fees to construct the new capital facilities (mobility projects).

In addition to the "dual rational nexus test", the U.S. Supreme Court in Dolan v. Tigard also established a "rough proportionality test" to address the relationship between the amount of a fee imposed on development activity and the impact of the development activity. The "rough proportionality test" requires that there be a reasonable relationship (proportional and reasonably connected) between the impact fee and the impact of development activity based upon the applicable unit of measure for residential and non-residential uses. The "rough proportionality test" further requires that the variables used to calculate a fee are reasonably assignable and attributable to the impact of development activity.

The Courts recognized the authority of a municipality to impose "impact fees" in Florida occurred in 1975 in the case of City of Dunedin v. Contractors and Builders Association of Pinellas County, 312 So.2d 763 (2d DCA. Fla., 1975), where the court held: "that the so-called impact fee did not constitute taxes but was a charge using the utility services under Ch. 180, F. S." The Court set forth the following criteria to validate the establishment of an impact fee:

"…where the growth patterns are such that an existing water or sewer system will have to be expanded in the near future, a municipality may properly charge for the privilege of connecting to the system a fee which is in excess of the physical cost of connection, if this fee does not exceed a proportionate part of the amount reasonably necessary to finance the expansion and is earmarked for that purpose." 312 So.2d 763, 766, (1975).

The case was appealed to the Florida Supreme Court and a decision rendered in the case of Contractors and Builders Association of Pinellas County v. City of Dunedin 329 So.2d 314 (Fla. 1976), in which the Second District Court's decision was reversed. The Court held that "impact fees" did not constitute a tax; that they were user charges analogous to fees collected by privately owned utilities for services rendered.

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However, the Court reversed the decision, based on the finding that the City did not create a separate fund where impact fees collected would be deposited and earmarked for the specific purpose for which they were collected, finding:

"The failure to include necessary restrictions on the use of the fund is bound to result in confusion, at best. City personnel may come and go before the fund is exhausted, yet there is nothing in writing to guide their use of these moneys, although certain uses, even within the water and sewer systems, would undercut the legal basis for the fund's existence. There is no justification for such casual handling of public moneys, and we therefore hold that the ordinance is defective for failure to spell out necessary restrictions on the use of fees it authorizes to be collected. Nothing we decide, however prevents Dunedin from adopting another sewer connection charge ordinance, incorporating appropriate restrictions on use of the revenues it produces. Dunedin is at liberty, moreover, to adopt an ordinance restricting the use of moneys already collected. We pretermit any discussion of refunds for that reason." 329 So.2d 314 321, 322 (Fla. 1976)

The case tied impact fees directly to growth and recognized the authority of a local government to impose fees to provide capacity to accommodate new growth and basing the fee on a proportionate share of the cost of the needed capacity. The ruling also established the need for local government to create a separate account to deposit impact fee collections to help ensure those funds are expended on infrastructure capacity.

The Utah Supreme Court had ruled on several cases related to the imposition of impact fees by local governments before hearing Banberry v. South Jordan. In the case, the Court held that: "the fair contribution of the fee-paying party should not exceed the expense thereof met by others. To comply with this standard a municipal fee related to service like water and sewer must not require newly developed properties to bear more than their equitable share of the capital costs in relation to the benefits conferred" (Banberry Development Corporation v. South Jordan City, 631 P. 2d 899 (Utah 1981). To provide further guidance for the imposition of impact fees, the court articulated seven factors which must be considered (Banberry Development Corporation v. South Jordan City, 631 P. 2d 904 (Utah 1981):

"(1) the cost of existing capital facilities;

(2) the manner of financing existing capital facilities (such as user charges, special assessments, bonded indebtedness, general taxes or federal grants);

(3) the relative extent to which the newly developed properties and the other properties in the municipality have already contributed to the cost of existing capital facilities (by such means as user charges, special assessments, or payment from the proceeds of general taxes);

(4) the relative extent to which the newly developed properties in the municipality will contribute to the cost of existing capital facilities in the future;

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(5) the extent to which the newly developed properties are entitled to a credit because the municipality is requiring their developers or owners (by contractual arrangement or otherwise) to provide common facilities (inside or outside the proposed development) that have been provided by the municipality and financed through general taxation or other means (apart from user fees) in other parts of the municipality;

(6) extraordinary costs, if any, in servicing the newly developed properties; and

(7) the time-price differential inherent in fair comparisons of amounts paid at different times."

The Court rulings in Florida, Utah and elsewhere in the U.S. during the 1970's and early 1980's led to the first use of what ultimately became known as the "dual rational nexus test" in Hollywood, Inc. v. Broward County; which involved a Broward County ordinance that required a developer to dedicate land or pay a fee for the County park system. The Florida Fourth District Court of Appeal found to establish a reasonable requirement for dedication of land or payment of an impact fee that:

"… the local government must demonstrate a reasonable connection, or rational nexus between the need for additional capital facilities and the growth of the population generated by the subdivision. In addition, the government must show a reasonable connection, or rational nexus, between the expenditures of the funds collected and the benefits accruing to the subdivision. In order to satisfy this latter requirement, the ordinance must specifically earmark the funds collected for the use in acquiring capital facilities to benefit new residents." (Hollywood, Inc. v. Broward County, 431 So. 2d 606 (Fla. 4th DCA), rev. denied, 440 So. 2d 352 (Fla. 1983).

In 1987, the first of two major cases were heard before the U.S. Supreme Court that have come to define what is now commonly referred to as the "dual rational nexus test". The first case was Nollan v. California Coastal Commission which involved the Commission requiring the Nollan family to dedicate a public access easement to the beach in exchange for permitting the replacement of a bungalow with a larger home which the Commission held would block the public's view of the beach.

Justice Scalia delivered the decision of the Court: "The lack of nexus between the condition and the original purpose of the building restriction converts that purpose to something other than what it was...Unless the permit condition serves the same governmental purpose as the development ban, the building restriction is not a valid regulation of land use but an out-and-out plan of extortion (Nollan v. California Coastal Commission, 483 U. S. 825 (1987)". The Court found that there must be an essential nexus between an exaction and the government's legitimate interest being advanced by that exaction (Nollan v. California Coastal Commission, 483 U. S. 836, 837 (1987).

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The second case, Dolan v. Tigard, heard by the U.S. Supreme Court in 1994 solidified the elements of the "dual rational nexus test". The Petitioner Dolan, owner, and operator of a Plumbing & Electrical Supply store in the City of Tigard, Oregon, applied for a permit to expand the store and pave the parking lot of her store. The City Planning Commission granted conditional approval, dependent on the property owner dedicating land to a public greenway along an adjacent creek and developing a pedestrian and bicycle pathway to relieve traffic congestion. The decision was affirmed by the Oregon State Land Use Board of Appeal and the Oregon Supreme Court. The U.S. Supreme Court overturned the ruling of the Oregon Supreme Court and held:

"Under the well-settled doctrine of "unconstitutional conditions," the government may not require a person to give up a constitutional right in exchange for a discretionary benefit conferred by the government where the property sought has little or no relationship to the benefit. In evaluating Dolan's claim, it must be determined whether an "essential nexus" exists between a legitimate state interest and the permit condition. Nollan v. California Coastal Commission, 483 U. S. 825, 837. If one does, then it must be decided whether the degree of the exactions demanded by the permit conditions bears the required relationship to the projected impact of the proposed development." Dolan v. City of Tigard, 512 U.S. 383, 386 (1994)

The U.S. Supreme Court in addition to upholding the "essential nexus" requirement from Nollan also introduced the "rough proportionality" test and held that:

"In deciding the second question-whether the city's findings are constitutionally sufficient to justify the conditions imposed on Dolan's permit-the necessary connection required by the Fifth Amendment is "rough proportionality." No precise mathematical calculation is required, but the city must make some sort of individualized determination that the required dedication is related both in nature and extent to the proposed development's impact. This is essentially the "reasonable relationship" test adopted by the majority of the state courts. Dolan v. City of Tigard, 512 U.S. 388, 391 (1994)"

An often-overlooked component of Dolan v. City of Tigard is the recognition that while multimodal facilities may off-set traffic congestion there is a need to demonstrate or quantify how the dedication of a pedestrian / bicycle pathway would offset the traffic demand generated. per the following excerpt from the opinion of the Court delivered by Chief Justice Rehnquist:

"The city made the following specific findings relevant to the pedestrian/bicycle pathway: "In addition, the proposed expanded use of this site is anticipated to generate additional vehicular traffic thereby increasing congestion on nearby collector and arterial streets. Creation of a convenient, safe pedestrian/bicycle pathway system as an alternative means of transportation could offset some of the traffic demand on these nearby streets and lessen the increase in traffic congestion." We think a term such as "rough proportionality" best encapsulates what we hold to be the requirement of the Fifth Amendment. No precise mathematical calculation is required, but the city must make some sort of individualized determination that the required dedication is related both in nature and extent to the impact of the proposed development.

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With respect to the pedestrian/bicycle pathway, we have no doubt that the city was correct in finding that the larger retail sales facility proposed by petitioner will increase traffic on the streets of the Central Business District. The city estimates that the proposed development would generate roughly 435 additional trips per day. Dedications for streets, sidewalks, and other public ways are generally reasonable exactions to avoid excessive congestion from a proposed property use. But on the record before us, the city has not met its burden of demonstrating that the additional number of vehicle and bicycle trips generated by the petitioner's development reasonably relate to the city's requirement for a dedication of the pedestrian/bicycle pathway easement. The city simply found that the creation of the pathway "could offset some of the traffic demand . . . and lessen the increase in traffic congestion."

"As Justice Peterson of the Supreme Court of Oregon explained in his dissenting opinion, however, "[t]he findings of fact that the bicycle pathway system could offset some of the traffic demand' is a far cry from a finding that the bicycle pathway system will, or is likely to, offset some of the traffic demand." 317 Ore., at 127, 854 P. 2d, at 447 (emphasis in original). No precise mathematical calculation is required, but the city must make some effort to quantify its findings in support of the dedication for the pedestrian/bicycle pathway beyond the conclusory statement that it could offset some of the traffic demand generated." Dolan v. City of Tigard, 512 U.S. 687 (1994).

The U.S. Supreme Court recently affirmed, through Koontz vs. St. Johns River Water Management District, that the "dual rational nexus" test equally applies to monetary exactions in the same manner as a governmental regulation requiring the dedication of land. Justice Alito described:

"Our decisions in Nollan v. California Coastal Commission, 483 U. S. 825 (1987), and Dolan v. City of Tigard, 512 U. S. 374 (1994), provide important protection against the misuse of the power of land-use regulation. In those cases, we held that a unit of government may not condition the approval of a land-use permit on the owner's relinquishment of a portion of his property unless there is a "nexus" and "rough proportionality" between the government's demand and the effects of the proposed land use. In this case, the St. Johns River Water Management District (District) believes that it circumvented Nollan and Dolan because of the way in which it structured its handling of a permit application submitted by Coy Koontz, Sr., whose estate is represented in this Court by Coy Koontz, Jr. The District did not approve his application on the condition that he surrender an interest in his land. Instead, the District, after suggesting that he could obtain approval by signing over such an interest, denied his application because he refused to yield." Koontz v. St. Johns River Water Management District 1333 S. Ct. 2586 (2013).

"That carving out a different rule for monetary exactions would make no sense. Monetary exactions—particularly, fees imposed "in lieu" of real property dedications—are "commonplace" and are "functionally equivalent to other types of land use exactions." To subject monetary exactions to lesser, or no, protection would make it "very easy for land-use permitting officials to evade the limitations of Nollan and Dolan." Furthermore, such a rule would effectively render Nollan and Dolan dead letters "because the government need only provide a permit applicant with one alternative that satisfies the nexus and rough proportionality standard, a permitting authority wishing to exact an easement could simply give the owner a choice of either surrendering an easement or making a payment equal to the easement's value." Koontz v. St. Johns River Water Management District 1333 S. Ct. 2599 (2013).

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The Florida First District Court of Appeals recently affirmed, through The BoCC of Santa Rosa County vs. the Builders Association of West Florida, that impact fees are required to meet the "dual rational nexus" test to avoid being found to be an unconstitutional tax. The Court cited the following sections of Florida Statute:

"Second, the Florida Impact Fee Act sets forth the minimum statutory requirements for a valid impact fee. § 163.31801(3), Fla. Stat. (2019). The Act requires impact fees to be based on the "most recent and localized data." § 163.31801(3)(a), Fla. Stat." The Board of County Commissioners v. Home Builders Assoc. of West Florida, Inc., 325 So. 3d 981, 985 (Fla. Dist. Ct. App. 2021).

The Court cited expert testimony that the County's school impact fee did not recognize differences in growth or needs that would be the basis for different fees based on geographic location and needs due to new growth:

"the impact fees failed the dual rational nexus test because they did not account for the differences between the northern and southern parts of the county. This resulted in impact fees that were disproportionate to the growth in these geographical regions." The Board of County Commissioners v. Home Builders Assoc. of West Florida, Inc., 325 So. 3d 981, 985 (Fla. Dist. Ct. App. 2021).

The U.S. Supreme Court in April 2024 issued a unanimous decision in Sheetz v. County of El Dorado, California (144 S.Ct. 893) where the Court narrowly determined that legislatively enacted impact fees are not exempt from the requirements set forth in two previous property rights cases (Nollan v. California Coastal Commission and Dolan v. City of Tigard, Oregon). Thus, local governments that impose impact fees will now be subjected to a standard requiring them to demonstrate the relationship and relative impact of the development on the community. Specifically, local governments will have to show that conditions (impact fees) to obtain a land-use permit have an "essential nexus" (relationship) to the government's land-use interest and a "rough proportionality" between the weight on the property owner and the development's effects of the proposed land use.

The Impact Fee Act already requires imposed impact fees and mobility fees demonstrate an "essential nexus" between the fee and the impact from development activity. The Supreme Court ruling reinforces prior impact fee case law that the amount of impact fees or mobility fees imposed must be "rough proportionality" to the impact from development activity. The ruling also stipulated that required monetary payments in the form of impact fees are an exaction just like requiring development activity to dedicate land for a governmental purpose and could be subject to a takings claim if the impact fees imposed do not demonstrate an "essential nexus" between the amount and imposition and the impact from new development.

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Development of a Mobility Plan & Mobility Fee

The development of a Mobility Plan and Mobility Fee for the City of Flagler Beach involved several steps. The following is an overview of the process used to develop a Mobility Plan and Mobility Fee consistent with statutory requirements **(Figure 2)**.

Figure 2: Development of a Mobility Plan & Mobility Fee



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GROWTH

The first requirement of the **"dual rational nexus"** for the City's Mobility Fee is to demonstrate that there is a need for Mobility Projects to accommodate projected growth in person travel demand. An evaluation of the existing and projected population and employment was conducted for the City of Flagler Beach**.**

2025 population estimates for Flagler Beach and Flagler County were obtained from the Bureau of Economic and Business Research (BEBR). 2050 population projections for Flagler County were also sourced from BEBR. The projected population growth for 2050 is based on an annual growth rate of 1.54% for the City of Flagler Beach.

Current employment data for both Flagler Beach and Flagler County were obtained from the U.S. Census Bureau's OnTheMap dataset (2023), the most recent data available as of March 2026. The population and employment analysis demonstrates that there is projected to be an increase in population and employment in Flagler Beach between 2025 and 2050 **(Table 1)**.

Flagler Beach is projected to add roughly 2,633 residents and 910 employees by 2050 **(Table 1)**. The projected increase in population and employment will generate growth in vehicle miles of travel (VMT), person miles of travel (PMT), and additional person travel demand (PTD) from new development that will create a need for mobility projects within Flagler Beach.

Table 1. Projected Growth

Year	Flagler Beach Population	Flagler Beach Jobs	Flagler County Population	Flagler County Jobs
2025 (population) 2023 (employment)	5,659	1,781	140,714	27,935
2050 (Mobility Plan future year)	8,292	2,691	199,400	40,705
Increase	2,633	910	58,686	12,770

Source: Population data for Flagler County was obtained from the Bureau of Economic and Business Research (BEBR) for 2025 and 2050. The 2050 population projection for Flagler County is based on the medium projections prepared by BEBR. The 2050 population projection for Flagler County results in an annual growth rate of 1.40% between 2025 and 2050 (199,400/140,714) ^ (1/25)-1 = 1.40%. The annual growth rate for the City between 2025 and 2050 is (8,292 / 5,659) ^ (1/25)-1 = 1.54%. The annual growth rate was used by the City of Palm Coast in the most recent update of its Transportation Impact Fee.

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VEHICLE MILES OF TRAVEL (VMT)

The growth in vehicle miles of travel (VMT) is one of the factors evaluated to determine the need for future mobility projects within the Mobility Study Area **(Map C)**. The Mobility Study Area includes all areas of the City and portions of unincorporated County to ensure roadways are evaluated to logical endpoints.

The evaluation of future vehicle miles of travel (VMT) includes major local roads, minor and major collectors, arterials, and limited access roads on City, County, and State roads within the Mobility Study Area **(Map C)**. The existing and future VMT was obtained using traffic data provided by the Florida Department of Transportation (FDOT) **(Appendix D)**.

The growth rates used for road segments were obtained from the most recently adopted version of the regional travel demand model used by the Volusia-Flagler Transportation Planning Organization (TPO). These growth rates were used to determine a total VMT growth of **222,980** within the Mobility Study Area between 2026 and 2050 **(Table 2)**, and a VMT growth of **126,490** for major local roads, arterials, and collectors.

Table 2. Growth in Vehicle Miles of Travel (VMT)

Year	VMT Major Local, Arterials & Collectors	VMT Limited Access (I-95)	VMT All
2026 (Mobility Plan base year)	147,520	102,200	249,720
2050 (Model & Plan future year)	274,010	198,690	472,700
VMT increase (2026 to 2050)	126,490	96,490	222,980

*Source: Flagler Beach Traffic Characteristics Data (**Appendix D**). The Vehicle Miles of Travel (VMT) for limited access roadways is taken from portions of Interstate 95 (**Map C**). 2050 projections use an average annual growth rate 2.41% for arterials and collectors and 2.59% for limited access roads. The annual growth rates were used by the City of Palm Coast in the most recent update of its Transportation Impact Fee.*

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PERSON MILES OF TRAVEL (PMT)

The growth in vehicle miles of travel (VMT) is often used in road impact fees to evaluate the need for road capacity improvements to move vehicles. Mobility Fees utilize person miles of travel (PMT) to evaluate the need for mobility projects to move people. To account for trips made by people walking, biking, riding transit, and the number of people per vehicle (aka vehicle occupancy), the projected increase in vehicle miles of travel (VMT) demand is converted into person miles of travel (PMT) demand for major local, arterial and collector roads.

The conversion is based on person trips, vehicle trips, person trip length and vehicle trip length data obtained from the 2022 National Household Travel Survey (NHTS). The NHTS data is used to calculate a person miles of travel factor (PMTf) based on vehicle miles of travel (VMT) and person miles of travel (PMT) per trip purpose. The evaluation of the vehicle and person travel data from the 2022 NHTS resulted in a person miles of travel factor (PMTf) of **1.53 (Appendix E)**. The increase in PMT is based on the projected increase in VMT multiplied by the applicable person miles of travel factor (PMTf) illustrated in further detail in **Figure 3**.

Figure 3: Person Miles of Travel Increase (PMTi)

∑ VMTtp = (∑ VTtp x VTLtp)

∑ PMTtp = (∑ PTtp x PTLtp)

PMTf = (∑ of PMTtp / ∑ of VMTtp)

VMTi = (2050 VMT - 2026 VMT)

PMTi = (VMTi x PMTf)

Where:

∑ VTtp =	***Sum of Vehicle Trips by trip purpose (Appendix E)***
∑ PTtp =	***Sum of Person Trips by trip purpose (Appendix E)***
VTLtp =	***Average Vehicle Trip Length by trip purpose (Appendix E)***
PTLtp =	***Average Person Trip Length by trip purpose (Appendix E)***
VMT =	***Vehicle Miles of Travel***
PMT =	***Person Miles of Travel***
∑ VMTtp =	***Sum of Vehicle Miles of Travel by trip purpose (Appendix E)***
∑ PMTtp =	***Sum of Person Miles of Travel by trip purpose (Appendix E)***
PMTf =	***Person Miles of Travel factor of 1.53 (Appendix E)***
VMTi =	***Vehicle Miles of Travel Increase (Table 2)***
PMTi =	***Person Miles of Travel increase (Table 3)***

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PMTf = Person Miles of Travel factor of 1.53 (Appendix E)
VMTi = Vehicle Miles of Travel Increase (Table 2)
PMTi = Person Miles of Travel increase (Table 3)

The projected increase in PMT within the Mobility Fee Study Area between the Mobility Plan base year of 2026 and the future year of 2050 is **193,530 (Table 3)**. The increase was calculated as follows per the formula illustrated:

(2050 VMT) 274,010 - (2026 VMT) 147,520 = (VMTi) 126,490

(VMTi) 126,490 x (PMTf) 1.53 = 193,530

The projected person miles of travel (PMT) increase of **193,530** demonstrates that there are future person miles of travel demand projected by 2050 that will result in the **"need"** for mobility projects to accommodate the increase in person travel demand **(Table 3)**. The documented increase in PMT and the identification of needed mobility projects, via the Mobility Plan, is consistent with the **"needs"** test of the dual rational nexus test.

Table 3. Increase in Person Miles of Travel (PMT)

Vehicle & Person Miles of Travel	(VMT & PMT)
2026 Mobility Plan Base Year	
Vehicle Miles of Travel (VMT)	147,520
Person Miles of Travel factor (PMTf)	1.53
Person Miles of Travel (PMT)	225,706
2050 Mobility Plan Future Year	
Vehicle Miles of Travel (VMT)	274,010
Person Miles of Travel factor (PMTf)	1.53
Person Miles of Travel (PMT)	419,235
Increase in VMT & PMT	
Vehicle Miles of Travel increase (VMTi)	126,490
Total Increase in Person Miles of Travel (PMTi)	193,530

***Source:** The 2050 VMT increase was obtained from **Table 2**. PMTi obtained by multiplying VMTi by 1.53.*

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CITY OF FLAGLER BEACH MOBILITY FEE

The basis for the City of Flagler Beach Mobility Fee is the mobility projects identified in the Mobility Plan needed to meet future travel demand from new development, consistent with Florida Statutes 163.3180 and 163.31801. **Mobility Projects consist of improvements, programs, and services such as sidewalks, bike lanes, multi-use trails, shared use paths, curbless shared streets, low speed streets and traffic calming, primary multimodal corridors, road widenings, a lane reconfiguration, a one-way pair evaluation, a corridor study, intersection improvements, safety improvements, parking improvements, mobility hubs, wayfinding, a microtransit pilot, a water taxi, and more**.

The mobility projects identified in the Mobility Plan are intended to provide the person miles of capacity needed to meet future person miles of travel demand, consistent with the **"needs"** requirement of the dual rational nexus test. The mobility fees collected from new development are to be used to fund mobility projects that provide a mobility benefit to new development and accommodate the increase in person travel demand from that new development, consistent with the **"benefits"** requirement of the dual rational nexus test. The mobility fee collected from new development will be used to fund the mobility projects identified in the Mobility Plan **(Figure 4)**.

Figure 4: Mobility Plan and Mobility Fee



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EXISTING CONDITIONS EVALUATION (ECE)

Florida Statute prohibits local governments from charging new development for an existing transportation deficiency (aka over capacity or backlogged roads). An existing conditions evaluation has been conducted to ensure that new development is not being charged for existing transportation deficiencies. The evaluation includes a system-wide analysis of all arterials and collectors within the Mobility Study Area **(Map C)**.

The existing conditions evaluation (ECE) is achieved by dividing the vehicle miles of travel (VMT) by the vehicle miles of capacity (VMC). The major local roads, arterials and collectors within the Mobility Study Area include City, County, and State roads **(Appendix D)**. A VMT/VMC ratio greater than **1.00** indicates that there are system-wide deficiencies. The VMT/VMC ratio in 2026 is **0.39** based on the existing conditions evaluation **(Table 4)**.

Table 4. 2026 Existing Conditions Evaluation (ECE)

Functional Classification	Length (miles)	2026 VMT	2026 VMC	VMT to VMC Ratio
Local	0.77	1,010	5,820	0.17
Minor Collector	7.34	9,710	112,400	0.09
Major Collector	1.81	7,350	41,950	0.18
Minor Arterial	7.71	52,510	134,440	0.39
Principal Arterial	3.49	76,940	144,010	0.53
Limited Access	1.08	102,200	206,300	0.50
Total	22.20	249,720	644,920	0.39

Source: *Existing conditions are based on Traffic Characteristics Data for the Mobility Study Area (**Appendix D**). The Vehicle Miles of Travel (VMT) for limited access roadways is taken from portions of Interstate 95 (**Map C**).*

The mobility fee calculation includes an existing conditions evaluation factor (ECEf) to adjust mobility fee cost for system-wide deficiencies for major local roads, arterials and collectors within the Mobility Study Area. The existing conditions evaluation factor (ECEf) is determined by dividing the vehicle miles of capacity (VMC) by the vehicle miles of travel (VMT) as illustrated in **Figure 5**.

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Figure 5. Existing Conditions Evaluation Factor (ECEf)

$$\sum VMC = (\sum VMCml + \sum VMCmic + \sum VMCmac + \sum VMCmia + \sum VMCpa)$$

$$\sum VMT = (\sum VMTml + \sum VMTmic + \sum VMTmac + \sum VMTmia + \sum VMTpa)$$

$$ECEf = (\sum VMC / \sum VMT)$$

If ECEf > 1.00, then the ECEf is set at 1.00

Where:

∑ VMC = Sum of Vehicle Miles of Capacity (Appendix D)
∑ VMT = Sum of Vehicle Miles of Travel (Appendix D)
ml = Major Local
mic = Minor Collector
mac = Major Collector
mia = Minor Arterial
pa = Principal Arterial
ECEf = Existing Conditions Evaluation factor (Table 5)

VMC / VMT ratio greater than **1.00** indicates that the current system has adequate capacity to accommodate existing traffic. The VMC / VMT ratio is **2.97** based on the existing conditions evaluation **(Table 5)**. Thus, development activity is not being assessed for any system-wide deficiencies. For the Mobility Fee calculation, the ECEf will be set to **1.00**.

Table 5. 2026 Existing Conditions Evaluation Factor (ECEf)

Functional Classification	Length (miles)	2026 VMC	2026 VMT	VMC to VMT Ratio
Local	0.77	5,820	1,010	5.76
Minor Collector	7.34	112,400	9,710	11.58
Major Collector	1.81	41,950	7,350	5.71
Minor Arterial	7.71	134,440	52,510	2.56
Principal Arterial	3.49	144,010	76,940	1.87
Total	21.12	438,620	147,520	2.97

***Source:** Existing conditions are based on Traffic Characteristics Data for the Mobility Study Area (**Appendix D**). The Vehicle Miles of Travel (VMT) for limited access roadways that is taken from portions of Interstate 95 (**Map C**) is excluded from the existing conditions factor.*

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MOBILITY PLAN SUMMARY

The Mobility Plan identifies mobility projects needed to meet the projected growth in travel demand over the next 24 years on the City's transportation system. The Mobility Plan is comprised of the following plans: (1) Mobility Plan Projects **(Map D & Appendix G)**; and (2) Implementation Initiatives **(Appendix H)**. The Plans includes detailed descriptions of mobility projects that serves as the basis for development of the mobility fee. The Plans include existing funded mobility projects, as well as projects needed to meet future travel demand needs.

Planning level cost (PLC) estimates are established for each mobility project and initiative identified in the Plan based on cost data from the Florida Department of Transportation (FDOT) and north central Florida data **(Appendix F)**. The PLC estimates for each mobility project are subject to change as the projects move from design to engineering and ultimately onto construction. Multimodal capacities (MC) have been developed for each type of mobility project **(Appendix F)**. The establishment of these multimodal capacities has been used to calculate a person mile of capacity (PMC) for each of the mobility projects. These multimodal capacities account for the capacity of multimodal and road projects. The following is a summary of the total length or number of projects, and the planning level cost (PLC) and person miles of capacity increase (PMCi) for mobility projects that are not currently programmed or under construction **(Table 6)**.

Table 6. Mobility Plan Summary

Plans & Programs	Total Miles or Number of Projects	Planning Level Cost (PLC)	Person Miles of Capacity (PMC)
Mobility Plan Projects	80.63 miles 1 Corridor Study 1 Mobility on Demand Service 6 Intersection Improvements 2 Mobility Hubs 1 Mobility Hub Evaluation 1 One-Way Pair Evaluation 1 Water Taxi 2 Roundabouts	$263,391,467	1,291,596
Implementation Initiatives	18.00	$15,190,000	56,983
Total	-	$278,581,467	1,348,579

Source: *Mobility Plan Projects (**Appendix G**). Implementation Initiatives (**Appendix H**). The basis for the Planning Level Cost (PLC) and Person Miles of Capacity (PMC) is summarized in **Appendix F**.*

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Reasonably Anticipated Funding

The availability of funding for the Mobility Plan over the next 24 years is projected to come from a variety of funding sources. These sources include the city, new development, the federal government, Flagler County, partnerships, and the State of Florida. The Mobility Plan is the first step in a multi-step process to fund mobility within the City. Proactively collaborating with new development, through public-private partnerships, is one way to advance mobility projects by potentially extending projects beyond development boundaries to close adjacent multimodal gaps in the transportation system.

Flagler County and Flagler Beach could allocate a portion of gas taxes towards the Mobility Plan. However, gas taxes have been declining locally, statewide, and nationally as vehicles have become more fuel efficient and the percentage of electric vehicles and hybrid vehicles increase. The federal government has not raised gas taxes in years. The State of Florida annually adjusts gas taxes on the first day of the year based on the prior year Consumer Price Index. Most gas taxes at all levels of government are largely earmarked for maintenance and operations of the existing transportation system, leaving minimal revenues available for new capacity and multimodal improvements.

The Mobility Plan includes several projects that are already funded or planned on State or County roads. Funded County projects are slated to receive funding through the Flagler County Capital Improvements Program. Funding for mobility projects on State roads is allocated through the FDOT District Five 5-Year Work Program.

Many of the mobility projects recommended in the Mobility Plan are on State and County facilities. For these projects, the assumption was made that 90% of the funding for each project would come from the respective agency, with the City offering up to 10% as a local match, subject to the availability of funds. Over the next 24 years, it is reasonably anticipated that approximately **$229,847,467** in funding will be available to fund mobility projects **(Table 7)**.

Table 7. Reasonably Anticipated Funding Summary

Mobility Plan Projects	**$229,847,467**
Implementation Initiatives	**$0**
Total	**$229,847,467**

Source: *Mobility Plan Projects (**Appendix G**). Implementation Initiatives (**Appendix H**). The basis for the Planning Level Cost (PLC) and Person Miles of Capacity (PMC) is summarized in **Appendix F**.*

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NEW GROWTH EVALUATION (NGE)

A new growth evaluation has been conducted to ensure that new development is not paying for more than its attributable share of mobility projects cost identified in the Mobility Plan, as required by case law and Florida Statute. The new growth evaluation factor (NGEf) is based on the increase in person miles of travel (PMT) and the increase in person miles of capacity (PMC) from the mobility projects illustrated in **Figure 6**.

Figure 6. New Growth Evaluation Factor (NGEf)

NGEf = (PMTi / PMCi)

If NGEf > 1.00, then the NGEf is set at 1.00

Where:

PMTi = Person Miles of Travel increase (Table 3)
PMCi = Person Miles of Capacity increase (Table 6)
NGEf = New Growth Evaluation factor (Table 8)

The new growth evaluation factor (NGEf) is **1.16** **(Table 8)**. A NGEf ratio that is less than 1.00 indicates that more capacity is being provided than what is needed to meet future demand. The NGEf ratio is greater than 1.00. Thus, the Mobility Fee is not assessing new development for more person miles of capacity (PMC) than is what is needed to accommodate projected increases in person miles of travel (PMT). For purposes of the calculation of the Mobility Fee rate, the new growth evaluation factor (NGEf) is set to **1.00**.

Table 8. New Growth Evaluation Factor (NGE)

Increase in Person Miles of Travel (PMTi)	**193,530**
Increase in Person Miles of Capacity (PMCi)	**167,349**
New Growth Evaluation factor (NGEf)	**1.16**

Source: *The increase in person miles of travel is based on **Table 3**. The increase in person miles of capacity is based on **Table 6**. The new growth evaluation calculation is based on the formula provided.*

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PERSON MILES OF CAPACITY RATE (PMCR)

The first component for calculating a Mobility Fee is the calculation of a person miles of capacity rate (PMCr). The attributable planning level cost (PLCa) is based on the planning level cost (PLC) for the mobility projects less the reasonably anticipated funding (AF). The assignable Mobility Plan Project cost (MPCa) is calculated by multiplying the planning level cost (PLCa) by the existing conditions evaluation factor (ECEf) and the new growth evaluation factor (NGEf). The assignable Mobility Plan cost (MPCa) is then divided by the increase in person miles of capacity (PMCi) to determine the person miles of capacity rate (PMCr)**(Figure 7)**.

Figure 7. Person Miles of Capacity Rate (PMCr)

$$\sum PLC = (\sum MPPc + \sum IIc)$$

$$\sum AF = (\sum MPPf + \sum IIf)$$

$$PLCa = (\sum PLC - \sum AF)$$

$$MPCa = ((PLCa \times ECEf) \times NGEf)$$

$$PMCr = (MPCa / PMCi)$$

Where:

PLC	***=***	***Planning Level Cost (Table 6)***
AF	***=***	***Anticipated Funding (Table 7)***
c	***=***	***Cost***
f	***=***	***Funding***
MPP	***=***	***Mobility Plan Projects (Appendix G)***
II	***=***	***Implementation Initiatives (Appendix H)***
PLCa	***=***	***Attributable Cost of Mobility Plan Projects (Table 9)***
ECEf	***=***	***Existing Conditions Evaluation factor of 1.00 (Table 5)***
NGEf	***=***	***New Growth Evaluation factor of 1.00 (Table 8)***
MPCa	***=***	***Assignable Cost of Mobility Plan Projects (Table 9)***
PMCi	***=***	***Person Miles of Capacity increase (Table 6)***
PMCr	***=***	***Person Miles of Capacity Rate (Table 9)***

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The following is the calculation for the Person Miles of Capacity Rate (PMCr) based on the formula above.

PLC of $278,581,467 = ($263,391,467 + $15,190,000)

AF of $229,847,467 = ($229,847,467+ $0)

PLCa of $48,734,000 = ($278,581,467 - $229,847,467)

MPCa of $48,734,000 = ($48,734,000 x 1.00) x 1.00)

PMCr of $291.21 = ($48,734,000 / 167,349)

With an assignable Mobility Plan Cost (MPCa) of **$48,734,000** and a Person Miles of Capacity increase (PMCi) of **167,349**, the calculated Person Miles of Capacity PMC rate (PMCr) is **$291.21 (Table 9)**. The PMCr will be multiplied by the Person Travel Demand per land use on the Mobility Fee schedule to calculate the Mobility Fee rate per land use.

Table 9. Person Miles of Capacity Rate (PMCr)

Planning Level Cost (PLC)	**$278,581,467**
Anticipated Funding (AF)	**$229,847,467**
Attributable Planning Level Cost (PLCa)	**$48,734,000**
Existing Conditions Evaluation Factor (ECEf)	**1.00**
New Growth Evaluation Factor (NGEf)	**1.00**
Assignable Mobility Plan Cost (MPCa)	**$48,734,000**
Increase in Person Miles of Capacity (PMCi)	**167,349**
Person Miles of Capacity Rate (PMCr)	**$291.21**

Source: *Mobility Plan Projects (**Appendix G**). Implementation Initiatives (**Appendix H**). The basis for the Planning Level Cost (PLC) and Person Miles of Capacity (PMC) is summarized in **Appendix F**. The Planning Level Cost (PLC) of mobility projects and implementation initiatives per **Table 6**. The anticipated funding per **Table 7**. The Existing Conditions Evaluation factor (ECEf) is obtained from **Table 5.** The New Growth Evaluation factor (NGEf) is obtained from **Table 8.** Person Miles of Capacity increase (PMCi) per **Table 6**. The Person Miles of Capacity Rate (PMCr) was determined per the formula provided.*

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PERSON TRAVEL DEMAND PER USE (PTDU)

The second component for calculating a Mobility Fee for land uses in the Mobility Fee schedule is the calculation of person travel demand (PTD) for each use. The factors utilized in the calculation of person travel demand (PTD) for each use are the principal means to achieve the "rough proportionality" test established by the courts and Florida Statute 163.31801.

Trip Generation

Trip generation rates are based on daily trip information published in the Institute of Transportation Engineers' (ITE) Trip Generation Manual, 12th edition. The detail for the daily trip generation rates for each land use is included in **Appendix I**. For uses where daily trips are not provided or there are only a few studies, the AM and PM Peak hours of adjacent street traffic were averaged and divided by a peak-to-daily ratio to derive daily trips.

The Mobility Fee schedule requires that trip generation rates for non-residential uses be based on multiple land uses. The trip generation for Mobility Fee schedule land uses such as Community Serving, Long Term Care, and Overnight Lodging are based on weighted AM and PM trip generation data to develop the daily trip generation rates. Additional detail is provided in **Appendix I**.

The simplest way to calculate the daily trip generation rate for a use, where trip generation is based on multiple trip generation rates, would be to simply average the trip rates. The issue with a simple average is that the ITE Manual may only have one (1) or two (2) studies for a given land use and 50 studies for another use. Generally, the greater the number of studies, the more accurate the trip generation rate is for a given use. To ensure that a trip generation rate based on one (1) study does not have the same weight as a trip generation rate based on 30 studies, a weighted trip generation rate is calculated for each Land Use where daily trips are based on more than one ITE land use code.

% New Trips

The percentage of new trips is based on a combination of the various pass-by analyses provided in ITE's Trip Generation Handbook, 3rd edition and various traffic studies conducted throughout Florida. The percentage of new trips differs slightly from the commonly used pass-by trip term as it is the percentage difference in trips after pass-by trips are deducted. While ITE's Trip Generation Handbook does not recognize pass-by rates for uses other than retail, pass-by rates are utilized for uses such as day care, entertainment, and civic uses to reflect how people move about the community. The detail for the % new trips is included in **Appendix J**. The concept is better understood based on the following example:

(10 trips x (100% - 30% pass-by rate)) = 7 trips or 70% new trips).

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Person Trip Factor (PTf) & Person Trip Length (PTl)

The person trip factor (PTf) is used to convert vehicle trips to person trips based on the 2022 National Household Travel Survey (NHTS). The person trip length (PTl) is used to convert person trips to person travel demand (PTD). The NHTS data is based on travel surveys collected for the South Atlantic Region of the U.S., which includes Florida.

The travel surveys are from metropolitan statistical areas with a population of less than 1,000,000 people, which includes Flagler County **(Appendix L)**. The person trip factors and person trip lengths vary by trip purpose. Several trip purposes have been combined to more accurately reflect trip characteristics of the uses established in the Mobility Fee schedule.

The travel survey data utilized is for trips of 5.0 miles or less. The maximum trip length for Flager Beach is based on the length or travel along SR A1A within the City, the distance between downtown Flager Beach and Interstate 95, the travel along John Anderson Hwy to both I-95 and downtown Flager Beach **(Map F)**. The five (5) mile length represents the outer limit of travel. The trips lengths used in the mobility fee analysis are the average of all trip lengths by trip purpose, resulting in average trip lengths of between two (2) and three (3) miles for most trip purposes. Once trips reach I-95 or SR A1A outside the City, they distribute through-out a multi-county region.

Person Miles of Travel (PMT)

The person miles of travel are calculated based on trip generation, percent new trips, the person trip factor, and person trip length. The person miles of travel (PMT) for land uses in the mobility fee schedule are then converted into Person Travel Demand (PTD) based on the Origin and Destination factor. The calculation for PMT is illustrated under the section for PTDu below.

Origin Destination Factor (ODf)

Trip generation rates represent trip-ends at the site of a land use. Thus, a single origin trip from home to work counts as one trip-end for the residence and from work to the residence as one trip end, for a total of two trip ends. This distributes the impact of travel between origins and destinations of trips based on the overall share of travel by trip purpose. The application of the origin and destination factor (ODf) eliminates double charging new development for the same trip. The ODf is used in the calculation of PTDu (**Appendix J**).

Person Travel Demand per Land Use (PTDu)

The result of multiplying Person Miles of Travel (PMT) by the Trip Purpose Factor (TPf) is the establishment of a Person Travel Demand per land use (PTDu) **(Appendix J)**. The PTDu reflects projected person travel during an average weekday for land uses in on the mobility fee schedule.

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The calculation for Person Travel Demand (PTD) is illustrated in **Figure 8**.

Figure 8. Person Travel Demand per Use (PTDu)

PMTu = (((TG x % NEW) x PTf) x PTl)

PTDu = (PMTu x ODf)

Where:

PMTu = Person Miles of Travel per use (Appendix J)
TG = Trip Generation (Appendix I)
% NEW = Percent of Trips that are Primary Trips (Appendix J)
PTf = Person Trip Factor (Appendix J)
PTl = Person Trip Length (Appendix J)
TPf = Origin Destination Factor (Appendix J)
PTDu = Person Travel Demand per use (Appendix J)

The following is an example of the calculation of the Person Travel Demand (PTD) for a single-family detached residential land use per 1,000 sq. ft. **(Appendix J).**

Trip Generation (TG): 4.67

% New Trips (%NT): 1.00

Person Trip Factor (PTf): 1.60

Person Trip Length (PTl): 2.74

Person Miles of Travel (PMT): 20.47

Origin Destination factor (ODf): 0.50

Person Travel Demand (PTD): 10.24

(((TG x % NT) x PTf) x PTl) = PMT
(PMT x ODf) = PTDu

(((4.67 x 1.00) x 1.60) x 2.74) = 20.47
(20.47 x 0.50) = 10.24

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Mobility Fee Assessment Area

There are two kinds of geographic areas in mobility fee systems: assessment areas and benefit districts. Assessment areas are based on either a physical location, such as a downtown, or a type of development pattern, such as a traditional neighborhood development (TND). New development within the city only pays the mobility fee rate applicable to the assessment area in which the new development is located.

The establishment of different assessment areas is done in recognition that certain geographic locations or types of developments will result in shorter trips, more people walking and bicycling, and higher levels of internal capture; thus, minimizing impact to the external roadway network. Multiple assessment areas are established for mobility fees to reflect differences dues to internal capture or external distribution of trips.

Multiple assessment area options within the city were considered based on a review of the Future Land Use Element (FLUE), Future Land Use Map (FLUM), and current development patterns. The FLUE, FLUM and current development patterns for the city do not feature enough variation to warrant Mobility Fees that vary by assessment area. Should the City continue to develop its downtown/CRA into a thriving, mixed-use district, then the City may elect to establish a downtown assessment area to account for internal capture of trips in a future update of the Mobility Fee.

The City of Flagler Beach mobility fee features a single **Assessment Area** for the City **(Map A)**. The assessment area defines where a mobility fee is assessed and collected from new development. The mobility fee is assessed at the time of development order application and is paid at the time a development permit is issued, or equivalent approval is granted by the City.

The Mobility Fee Ordinance will address assessment and imposition of the mobility fee on new development. The Mobility Fee Ordinance may either incorporate the Assessment Area map by reference or include the map as an exhibit to the Ordinance.

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MOBILITY FEE SCHEDULE

To ensure the rough proportionality test is addressed, the person travel demand of individual land uses is used to calculate the mobility fee rate per use (MFru) in the mobility fee schedule **(Appendix L)**. The mobility fee rate is based on the person travel demand for each use (PTDu) listed on the mobility fee schedule multiplied by the person miles of capacity rate (PMCr).

The calculated person travel demand for each use (PTDu) represents the full person travel demand impact of that land use within the Mobility Study Area **(Appendix J)**. The mobility fee rate per use (MFru) has been developed to fund the mobility projects needed on City, County, and State Roads to address growth in future travel demand. Payment of the mobility fee based on land uses in the mobility fee schedule allows new development to equitably mitigate its impact to the City's transportation system.

The Mobility Fee schedule provides fee rates on a per 1,000 square foot or applicable unit of measure basis **(Appendix L)**. New development is assessed a mobility fee per use (MFau) at the time of building permit application on a per 1,000 square foot basis or applicable unit of measure. The calculations for determining the Mobility Fee are illustrated in **Figure 9**. The following is an example of the mobility fee calculation for a 1,500 sq. ft. single-family detached residential dwelling where the unit of measure (UM) is per 1,000 sq. ft.:

(PTDu x PMCr) = MFu

(Sq. Ft. (sf) / 1,000) = UMu

MFru x UMu = MFau

(10.24 x $291.21) = $2,981

($1,500/ 1,000) = 1.50

(1.50 x $2,981) = $5,962

Figure 9. Mobility Fee Calculation

MFu = (PTDu x PMCr)

MFau = (MFu x UMu)

Where:

MFu = Mobility Fee per use (Appendix L)

PTDu = Person Travel Demand per use (Appendix J)

PMCr = Person Miles of Capacity Rate (Table 9)

MFau = Mobility Fee assessed per use

UMu = Unit of Measure per Use (Appendix L)

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The mobility fee schedule seeks to strike a balance between the City's Comprehensive Plan and current market trends. The uses included on the mobility fee schedule enable the City of Flagler Beach to use the Mobility Fee as an additional tool to further integrate land use and transportation planning consistent with the City's Comprehensive Plan. The calculated mobility fee per land use is provided in **Appendix L**.

The mobility fee schedule of uses is broken down into five (5) components that are further described below the **Figure 4**: (1) category of land uses; (2) individual land use classifications; (3) representative land uses; (4) Assessment Area; and (5) the mobility fee rates per land use. The following is an example the five (5) components of the mobility fee schedule **(Figure 10)**.

Figure 10: Mobility Fee Schedule Components

Five (5) Components of a Mobility Fee Schedule	
Use Categories, Uses Classifications, & Representative Uses	**(Assessment Area)**
	City-wide
(1st Use Category) = Institutional Uses	
(2nd Use Classification) = Community Serving **(3rd Representative Use) = (Center, Club, Clubhouse, Lodge, Museum, Performance Venues, Place of Assembly or Worship)**	**(5th Mobility Fee Rates)**

The first (1st) component is overall categories of land uses, such as residential & lodging uses or office uses. Under each overall category there are multiple uses for which a mobility fee is calculated. The overall category is generally consistent with the function of a given land use for the individual land use classification. These overall categories are generally consistent with the City Comprehensive Plan and the ITE Trip Generation Manual.

The second (2nd) component is individual land use classifications, such as community serving or high impact retail. These individual land use classifications have similar person travel demand characteristics and / or similar functions to the overall land use category. These individual land use classifications are generally consistent with the ITE Trip Generation Manual classification under a given category of land uses. The individual land use classifications will specify the unit of measure to calculate the mobility fee if it differs from a rate per square foot.

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The third (3rd) component is representative land uses under the individual land use classifications. These representative land uses are shown in brackets such as (Afterschool, Family Day Care, K-12, Pre-K, Trade School, Tutor) after the individual land use classification of Private Education. These representative land uses have similar person travel demand characteristics and functions to the individual land use classification.

These land uses are not exhaustive and are intended to serve as a guide to describe the types of use that would be assessed a mobility fee based on the rate for the individual land use classification. The definition of each individual land use classification provides further detail on the types of representative land uses that would fall under an individual land use classification. These representative land uses are generally consistent with the ITE Trip Generation Manual classification under a given category of land uses and individual land use classifications.

The fourth (4th) component is the Assessment Area. The mobility fee schedule includes a single, city-wide assessment area. In the future, the city could consider additional assessment areas.

The fifth (5th) component is the Mobility Fee rates per land use classification. The Mobility Fee rates are illustrated for each land use. The Mobility Fee for an individual land use is determined by multiplying the mobility fee rate by the applicable unit of measure.

Residential & Lodging Uses

The Mobility Fee schedule proposes a streamlined approach to residential mobility fees that is easy to administer and addresses affordability. The schedule proposes a flat residential Mobility Fee rate per square foot for residential uses, regardless of the type of residential use.

The Mobility Fee is set up so that a 600 sq. ft. studio pays for 600 sq. ft., a 1,200 sq. ft. two-bedroom apartment pays for 1,200 sq. ft., and a 2,000 sq. ft. single-family detached dwelling pays for 2,000 sq. ft. There is a direct correlation between the size of a unit and the Mobility Fee to be paid.

The calculation of Mobility Fees per sq. ft. is consistent with how the building industry prices permits and is a tool available to the City to address affordability. Mobility Fees based on square footage, regardless of the type of residential use, reflects that as the size of a residential dwelling unit increases, there is a corresponding increase in the number of bedrooms **(Appendix M)** and vehicles per household **(Appendix N)**.

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An analysis of data from the 2022 National Household Survey illustrates that as the number of vehicles increases and household size increases, so does the corresponding vehicle miles of travel **(Appendix O).** Thus, like the trip generation rates for non-residential land uses, as the size of a dwelling unit increases, so does the number of associated vehicle trips.

Institutional Uses

The Mobility Fee schedule features four institutional use classifications: (1) community serving; (2) long term care; (3) private education; and (4) institutional. Community serving uses include civic uses, galleries, museums, performance venues, and places of assembly, such as clubs, lodges, centers, and places of worship.

Long term care uses include assisted living facilities, care or recovery homes, congregate living facilities, and nursing homes. Private education uses include afterschool and family day care centers, Pre-K, K-12, trade and tutor schools. Public and charter schools are exempt from mobility fees and impact fees per Florida Statue. Institutional uses are hospitals, secondary education such as colleges and universities, along with education uses beyond primary school.

Industrial Uses

The Mobility Fee schedule features one industrial use category. The industrial category includes general industrial uses such as assembly, brewing, distribution, fabrication, flex, manufacturing, processing, trades, utilities, as well as commercial storage uses such as mini-warehouses, outdoor storage, and warehouses.

Commercial Recreational Uses

The Mobility Fee schedule includes three commercial recreational use classifications: (1) marina; (2) unenclosed commercial recreation uses; and (2) enclosed commercial recreation uses, outdoor. Commercial denotes these uses require some type of financial payment or membership and are typically private business operations, not publicly owned parks.

Marina includes uses such as wet berths, dry slips, ancillary repair, and yacht clubs. Unenclosed commercial recreation uses, based on a rate of per acre, consist of uses such as amusement, golf courses, tennis courts, and multipurpose recreation facilities, and the mobility fee is based on the number of acres. Enclosed commercial recreation uses, square foot, included uses such as gyms, health clubs, yoga, arcades, and dance studios.

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Office Uses

The Mobility Fee schedule features one office use category for all types of office uses including for business and general office uses, such as accounting or real estate. This category also includes medical uses, such as clinics, dentists, medical doctors, emergency care, and veterinary. Often medical uses are separated from general office uses. The City of Palm Coast has long combined office uses into a single category due to the community level benefits of employment uses and to minimize the need to requirement payment of fees as office uses change between general and medical uses over time.

Retail Land Uses

The Mobility Fee schedule includes three retail use classifications: (1) retail; (2) high impact retail; and (3) convenience retail. A significant update in the 12th edition of the ITE Trip Generation Manual is the addition of several multi-tenant retail center use classifications. This change prompted the development of a general retail use classification. These uses tend to have similar trip generation characteristics that are generally less than 75 trips per 1,000 square feet.

The second category is high impact retail. These uses tend to have similar trip generation characteristics of roughly 75 to 125 trips per 1,000 square feet and consist of banks, grocery stores, sit down restaurants, and pharmacies. The third category is convenience retail and includes uses such as gas stations and fast-food restaurants. These uses tend to have trip generation rates over 250 trips per 1,000 square feet.

Additive Fees for Commercial Services & Retail Uses

The Mobility Fee schedule proposes five (5) additive fees for commercial services & retail uses where the mobility fee is based on a unit of measure other than per 1,000 sq. ft. These non-uses include: (1) motor vehicle charging; (2) motor vehicle fueling; (3) motor vehicle repair service; (4) parking; and (5) retail drive-through. As more land uses downsize, a mobility fee based solely on building size does not fully capture the travel demand impact of certain high travel demand uses.

Convenience uses have primarily been uses with motor vehicle fueling. Increasingly superstores, supermarkets, variety stores, and wholesale clubs have started to add motor vehicle fueling. The additive mobility fees will be assessed to any use that offers commercial motor vehicle charging and fueling and is accessible to the public or through a membership club.

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The mobility fee is assessed per commercial charging station or fueling position. Any motor vehicle charging station that does not charge for service will not be assessed a mobility fee, such as charging stations provided in a public or private garage that do not charge for use.

Uses with a motor vehicle repair or service bay shall be required to pay a mobility fee per bay or stall, plus any mobility fee associated with any building spaces that are not captured as part of a lane, stall, or bay. These uses would include motor vehicle repair service, quick lube, tire stores, as well as any motor vehicle accessories or modifications.

Commercial parking for nonpublic parking lots or parking garages, towing and storage, rental car lots, outdoor storage or outdoor auction shall be assessed a mobility fee per parking space.

Retail businesses would be assessed a mobility fee rate per drive-through. Uses such as grocery stores, variety stores, and large format retailers are starting to include drive-through lanes for either pharmacies or for general merchandise. Banks, pharmacies, and restaurants all feature higher trip generation rates when there are drive-through facilities. Some trips may be offset by customers going to the retail use.

However, as delivery services become more common, pass-by rates or trip chaining rates are decreasing as delivery trips are making one or two primary trips and not necessarily stopping for other trip purposes, like most people do when going shopping for general goods. Like banks and fast food, retail square footage will likely start to shrink as more purchases are delivery or focus on more auto related convenience trips with fewer people shopping for goods.

Some financial institutions, especially Credit Unions, are increasing their brick-and-mortar presence to attract additional customers. Other banks are eliminating branches entirely and just offering drive- through or walk-up free-standing ATMs. For banks with drive- through lanes, an additional Mobility Fee is assessed per drive-through lane. A Mobility Fee is also assessed for any free-standing walk-up ATMs or ATMs accessed via drive-through lanes.

Fast food or quick service restaurant uses are experiencing a transformation where buildings are getting smaller, while the number of drive-through lanes and delivery services are increasing. Due to their high travel demand impact, an additive fee would be assessed for the drive-through lane to capture the impact of quick service uses that offer one or more drive-through lanes. Some quick service uses are migrating to walk-up ordering, outdoor seating only, with two drive-through lanes and one delivery pick-up lane, further increasing travel demand. This impact is not captured by simply evaluating the building.

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MOBILITY FEE COMPARISON

A comparison between the City of Flagler Beach Mobility Fee and the existing Palm Coast Transportation Impact Fee has been prepared **(Appendix M)**. While the comparison is a useful metric, the Flagler Beach Mobility Fee and Palm Coast Transportation Impact Fee use different methodologies. The land uses listed in the Flagler Beach and Palm Coast schedules are also not the same. Therefore, a best fit analysis was used to allow for the comparison. Palm Coast's Transportation Impact Fee is based on rates from their 2025 Transportation Impact Fee Technical Report. The Flagler Beach Mobility Fee is based on the most recent and localized data as of 2026. Palm Coast provides 44 different impact fee rates. The Flagler Beach Mobility Fee schedule is more streamlined with a total of 20 mobility fee land use rates.

Both the Palm Coast Transportation Impact Fee and the Flagler Beach Mobility Fee use a plan-based methodology where the fee is based on the cost to construct specific projects. However, Palm Coast's Transportation Impact Fee uses vehicle miles of travel, trip lengths and the cost of add road capacity to determine its fee. The Flagler Beach Mobility Fee uses person miles of travel, person miles of capacity, person travel demand, and trip lengths based on the 2022 National Household Travel Survey (NHTS). The Mobility Fee also emphasizes multimodal projects over road capacity projects. The uses and units of measure also differ when comparing the Palm Coast Transportation Impact Fee and the Flagler Beach Mobility Fee.

Both the Palm Coast Transportation Impact Fee and the Flagler Beach Mobility Fee for residential land uses is based on the enclosed livable square footage for single-family and multi-family residential uses under roof. On a per 1,000 sq. ft. basis, Flagler Beach's Mobility Fee is lower than Palm Coast's Transportation Impact Fee. The mobility fee for a 1,500 square foot single-family detached residential dwelling results lower fee than the Palm Coast's Transportation Impact Fee for the same unit **(Appendix N)**. The mobility fee for a multi-family residential development / building will be similar to Palm Coast's fee when considering livable square footage.

Flager Beach's Mobility Fee is lower than the Palm Coast Transportation Impact Fee for all land uses except motor vehicle repair, with that difference due to changes in trip generation rates between the 11th and 12th Edition of the ITE Trip Generation Manual. The ITE Trip Generation Manual was updated after the Palm Coast Transportation Impact Fee was updated. Higher rates for Palm Coast are relative as the unit of measure is different for this land use, making exact comparisons more difficult to evaluate. Palm Coast is much larger than Flagler Beach and the average trip lengths are based on all trips ten miles or less in length. Flagler Beach is more compact with shorter overall trip lengths, based on all trips five miles of less in length.

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MOBILITY FEE BENEFIT DISTRICT

The benefit test of the dual rational nexus test requires that local governments establish defined areas or districts within which mobility fees collected are earmarked for expenditure. The geographic limits of the proposed Mobility Fee Benefit District include the current City limits and portions of unincorporated Flagler County **(Map B)**. The extension of a Mobility Fee Benefit District beyond current City limits was done in recognition that travel demand does not start or stop at City limits **(Map B)**.

Having a Mobility Fee Benefit District that extends beyond the city limits ensures that the city can expend Mobility Fees on projects identified in the Mobility Plan outside the City limits that cross enclaves or terminate at logical endpoints. It also allows the City to address extra jurisdictional impacts and to work in a cooperative manner with the County and FDOT to partially fund mobility projects that would provide a mobility benefit to new development that pays the mobility fee. The extended boundaries also ensure the ability of the City to fund mobility projects in surrounding areas to provide for continuity and connectivity.

In the future, to advance mobility projects and to form public / private partnerships, the City may elect to establish a development specific mobility fee benefit district. A development specific benefit district would accommodate instances where new development advances mobility projects within a defined area. The benefit district could be a tool to collect mobility fees from various end users within a defined development and reimburse the new development that advanced the mobility project with mobility fees collected within the benefit district.

The benefit district could also include unaffiliated third-party development activity within a defined area that would pay its mobility fee, and the City would reimburse the development that provided a mobility benefit outside of the limits of its development boundary. Any development specific benefit district would be established through a developer agreement between the City and the new development. The agreement would address the limits of the district and any development specific collection of mobility fees, utilization of credit, or reimbursement to the developer.

The City will be required to establish a mobility fee special revenue account. Special revenue accounts ensure that mobility fees are expended within the Benefit District and are appropriately accounted for to address annual State mandated audit requirements for Mobility Fee collections and expenditures.

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DEFINITIONS

Any defined term in this Technical Report does not supersede definitions in the City's Comprehensive Plan or Land Development Regulations for non-mobility fee related purposes.

Additive Fees for Commercial Services & Retail Uses means a land use with a mobility fee rate based on a unit of measure that generates high levels of impact per unit such as service bays, fueling positions for motor vehicles, and drive-through lanes for banks, restaurants, and retail uses. These mobility fees per unit of measure are assessed in addition to mobility fees assessed per land use based on square footage of buildings and structures or the applicable unit of measure for the land use. These non-residential uses fees may be referred to additive fees or additive mobility fees.

Amenities and Ancillary Uses means buildings, structures, and lands with a clubhouse, meeting spaces, laundry facilities, guard houses, fields, courts, indoor or outdoor recreation uses, garages, parking structures, barns, sheds, landscape maintenance facilities that do not generate additional person travel demand, are not open to the public, are not a commercial use. These amenities are generally associated with residential developments and overnight lodging. These uses are not assessed a mobility fee unless they are open to the public and charge for use either through cash or electronic payment or through membership or club dues.

Assessment Area means a geographic area of the City or a specific development pattern where mobility fees are assessed on new development.

Benefit District means a geographic area of the City where mobility fees paid by new development are expended on mobility projects.

Car Wash means a building, stalls, stations, or tunnels for the cleaning, detailing, polishing, washing, or waxing of automobiles which fall under the description of ITE Trip Generation Manual Land Use Code Series 900. This use includes full-service, partial service, and self-service uses. This use falls under Commercial & Retail Uses; *Convenience Retail* and the unit of measure shall be per 1,000 sq. ft. consistent with the 12th Edition of the ITE Trip Generation Manual.

Chain means a retail use with seven or more locations and may be either corporate owned, individually owned, or use a franchise model or some combination thereof. Chain uses benefit from pooled sourcing of goods and advertising and branding that covers multiple locations and platforms. Signage, logos, color schemes, goods, services, or perishable items are often the same regardless of location.

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Commercial Recreational Uses mean those public or quasi-public uses that serve a community's social, cultural, fitness, entertainment, and recreational needs, which include applicable land uses specified in the ITE Trip Generation Manual under Land Use Code Series 400.

Commercial & Retail Uses means those commercial activities which provide for sale, lease, or rent of goods, products, services, motor vehicles, or accommodations for use by individuals, businesses, or groups and which include those uses specified in the ITE Trip Generation Manual under Land Use Code Series 800 and 900.

Community Serving means those uses that are operated by non-profit civic organizations, governmental entities, foundations, or fraternal organizations, including places of assembly. Community serving also includes uses such as YMCA, museum, art studio, gallery, cultural center, community centers, community theater, library, or a fraternal or masonic lodge or club, or any community and civic based uses that do not sell retail goods or services for profit and that participates in community and public activities. Food, beverages, goods, and services may be offered for ancillary fundraising and sales to support the community serving use.

Convenience Retail means car washes, chain fast food, convenience market or stores, and gas stations. Convenience retail with fast food restaurant drive-through lanes or motor vehicle charging or fueling shall be assessed an additive impact fee per drive-through and charging or fueling position. ITE Land Use Codes 851, 930, 933 thru 938, and 944 thru 949.

Enclosed Commercial Recreation means facilities that primarily focus on individual or group fitness, exercise, training or provide recreational activities. The uses typically provide exercise, dance or cheerleading classes, weightlifting, yoga, Pilates, cross-fit training, fitness, and gymnastics equipment. Indoor commercial recreation also includes uses such as bowling, pool, darts, arcades, video games, batting cages, trampolines, laser tag, bounce houses, skating, climbing walls, and performance centers. Food, beverages, equipment, and services may be offered for ancillary sales. The use would generally fall under the ITE Land Use Code Series 400.

High Impact Retail shall mean chain grocery stores, supermarkets, superstores, variety stores, package stores, liquor, or alcohol for off-site consumption, where 50% or more of the gross square footage of the use is for the sale of edible or drinkable goods. These uses may offer other goods, products, and services such as on-site consumption of food or beverages, pharmacies, cleaning and household supplies, pharmacies, and other personal services. High Impact Retail uses also include banks, credit unions, sit-down restaurants, and pharmacies. These uses generally generate between 75 and 250 daily trips per 1,000 sq. ft.

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Impact means any new development that results in an increase in person travel demand above the demand generated by the existing use of property, including submerged properties.

Implementation Initiatives means initiatives intended to implement the Mobility Plan. These implementation initiatives include a variety of policies, plans, and programs that may be undertaken as part of implementation of the mobility plan and expenditure of mobility fees.

Industrial means those activities which are predominantly engaged in building and construction trades, the assembly, distribution, finishing, packaging, processing, production, and/or storage of goods or products, utilities, recycling, waste management and uses that include brewing and distilling that may have taps, sampling or tasting rooms, and include those uses specified in the ITE Trip Generation Manual under Land Use Code Series 100 excluding governmental uses and commercial storage uses. Industrial uses typically have ancillary office space and may have display or merchandise display areas for various trades and industries that are not open to the general public. Industrial uses are also located in land uses and zoning districts intended for industrial uses.

Industrial Uses means those activities which are predominantly engaged in the assembly, distribution, fabrication, finishing, packaging, processing, production, storage, and/or warehousing of goods and products and which include those uses specified in the ITE Trip Generation Manual under Land Use Code Series 100 but excluding governmental uses. Industrial Uses also means facilities or acreage in which one or more warehouses, storage units or vaults are rented for the storage of goods and/or acreage or is providing for the storage of boats, RVs, motor vehicle trailers and other physical items that are larger than what is typically stored within an enclosed structure. The acreage for outdoor storage, excluding drive aisles, buffers, and stormwater management areas, shall be converted to square footage for purposes of calculating the fee. This shall not include an individual's personal property where such items are stored by the owner of the land and not for commercial purposes, subject to allowance by land development and zoning regulations.

Institutional means hospitals and those uses related to and higher education including colleges, trade-schools, universities, schools of arts, instruction, modeling, and music. These uses are in ITE Trip Generation Manual under Land Use Code Series 500.

Institutional uses mean those public or quasi-public uses that serve one or more community's social, educational, health, cultural, and religious needs and which include those uses specified in the ITE Trip Generation Manual under the Land Use Code Series 500, and includes Land Use

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Codes 253, 254, 255, and 620. Land Use Codes 540 and 550 are included in office uses and 580 and 590 falls under community serving.

ITE Trip Generation Manual means and refers to the latest edition of the report entitled "Trip Generation" produced by the Institute of Transportation Engineers (ITE), and any official updates.

Level of Service (LOS) means a quantitative stratification of the level of service provided to a facility, roadway, or service stratified into six letter grade levels, with "A" describing the highest level and "F" describing the lowest level; a discrete stratification of a level of service continuum.

Local means a grocery store, pharmacy, or restaurant with six or fewer locations that is not owned by a chain corporation or is not part of a chain franchise model. Local uses do not generally have statewide or national advertisements and do not benefit from pooled sourcing of goods, advertising, and branding that covers multiple locations and platforms.

Long Term Care means communities designed for long term care of on-site residents, such as assisted living facilities, care or recovery homes, congregate living facilities, and nursing homes, with common dining and on-site health facilities for residents that is not a general retail or commercial use open to the public. This use includes ITE Trip Generation Manual Land Use Codes 253, 254, 255, and 620.

Marina means facilities that provide docks and berths for boats, including yacht clubs. Any buildings for shops, retail, or restaurants accessible to the public would fall under retail land use and pay the mobility fee rate for retail uses.

Medical means a building or buildings that provide medical, dental, or veterinary services and care. Medical office shall also include any clinics, emergency care uses, and any uses specified in the ITE Trip Generation Manual under Land Use Code Series 600, including Land Use Code 720. Land Use Code 620 is included under Long Term Care land uses.

Micromobility means electric powered personal mobility devices such as electric bicycles, electric scooters, hoverboards, One-Wheel, Unicycle, electric skateboards, and other electric assisted personal mobility devices. Low speed vehicles such as golf carts or mopeds are not considered personal micromobility devices.

Microtransit means electric powered low speed vehicles, autonomous transit shuttles, golf carts, neighborhood electric vehicles, and transit circulators that seat less than 15 passengers.

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Mobile Residence means land uses for the temporary or permanent placement of Manufacture Homes, Mobile Homes, Recreational Vehicles, Tiny Homes on Wheels, or Travel Trailers, within predefined lots or spaces that have connections for communications, electric, water, and wastewater. Mobile residence maybe located on an individual lot or parcel, or part of a unified development, park, or resort. Mobile residential parks may have common amenities and building with recreational uses, laundry, and park offices.

Mobility means the ability to move people and goods from an origin (beginning point) to a destination (end point) by multiple modes of travel in a timely (speed) manner.

Mobility Fee means a monetary exaction imposed on new development to fund mobility projects identified in the most recently adopted mobility plan.

Mobility Fee Expenses means expenditures for: (a) the repayment of principal and interest or any redemption premium for loans, advances, bonds, bond anticipation notes, and any other form of indebtedness then outstanding consistent with statutory allowances and used to advance mobility projects identified in the mobility plan; (b) reasonable administrative and overhead expenses necessary or incidental to expanding and improving mobility projects; (c) crosswalks, elevated crossings, bridges, traffic control and crossing warning devices, landscape, trees, way finding, irrigation, hardscape, streetscape, and lighting related to projects; (d) micromobility devices, microtransit vehicles, programs and services; (e) mobility hubs, rail stations with parking structures, transit circulators, facilities, programs, shuttles, services and vehicles; (f) reasonable expenses for engineering studies, stormwater reports, soil borings, tests, surveys, construction plans, and legal and other professional advice or financial analysis relating to projects; (g) the acquisition of right-of-way and easements for the improvements, including the costs incurred in connection with the exercise of eminent domain; (h) the clearance and preparation of any site, including the demolition of structures on the site and relocation of utilities; (i) floodplain compensation, wetland mitigation and stormwater management facilities; (j) all expenses incidental to or connected with the issuance, sale, redemption, retirement, or purchase of bonds, bond anticipation notes, or other forms of indebtedness, including funding of any reserve, redemption, or other fund or account provided for in the ordinance or resolution authorizing such bonds, notes, or other form of indebtedness consistent with statutory allowances and used to advance mobility projects identified in the mobility plan; (k) reasonable costs of planning, design, survey, engineering, and construction, including mobilization, maintenance of traffic during construction and CEI (construction engineering and inspection) services of mobility projects; (l) City administration, implementation updates to the mobility plan and mobility fee,

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including any analysis, assessments, counts, data collection, plans, programs or studies needed for mobility projects or (m) local match for federal, state and county funded projects.
Mobility Fee Schedule means the land uses for which a mobility fee is to be assessed on new development. The schedule includes the mobility fee rates per unit of measure for each land use.

Mobility Fee Technical Report means the City of Flagler Beach Mobility Fee Technical Report dated April 2026 and prepared by NUE Urban Concepts, LLC that that identifies mobility projects within and adjacent to the City to meet future person travel demand from new development and serves as the basis for the City's mobility fee. The Technical Report documents the analysis, data and methodology used to develop a mobility fee and is adopted pursuant to an implementing ordinance which authorizes imposition of the mobility fee.

Mobility Plan means the City of Flagler Beach 2050 Mobility Plan dated April 2026 that identifies mobility projects within and adjacent to the City and includes a separate document that details the description, cost, and capacity of each mobility project.

Mobility Project means improvements such as bike lanes, buffered bike lanes, protected bike lanes, cycle tracks, raised bike lanes, intersections, interchanges, roundabouts, boardwalks, pathways, shared-use paths, multi-use paths/trails, sidewalks, traffic calming, elevated crossings, pedestrian bridges, overpasses or underpasses, roads, streets, and streetscape. Mobility projects also include policies, programs and services, wayfinding, micromobility devices, and transit vehicles, circulators, lanes, stops, and facilities, along with mobility hubs and corridor studies. Projects can include new or additional travel lanes and turn lanes, upgrade of roads that results in a change in functionally classification of the road, complete and low speed streets, curbless shared streets, new or upgraded traffic signals, traffic synchronization, mobilization, maintenance of traffic, survey, geotechnical and engineering, utilities, construction, PD&E, planning, engineering and inspection, utility relocation, right-of-way, easements, land acquisition, stormwater management facilities. These projects may also be referred to as mobility plan projects or multimodal projects.

Mode means the choice of travel that a person undertakes and can include walking, jogging, running, bicycling, paddling, scooting, flying, driving a vehicle, riding a boat, transit, taxi or using a new mobility technology.

Motor Vehicle means a car, SUV, truck, van, or motorcycle that is either electric powered, gasoline powered, a hybrid, or some other fuel source that propels the motor vehicle.

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Motor Vehicle Charging or Fueling means the total number of motor vehicles that can be charged or fueled at one time (fueling positions). Increasingly, land uses such as superstores, (i.e., super Wal-Mart), variety stores, (i.e., Dollar General), and wholesale clubs (i.e., Costco) are also offering motor vehicle charging and fueling with or with/out small convenience stores. Outside of Florida, several grocery store chains are also starting to sell fuel. Free standing motor vehicle charging stations that charge a fee for use and are not a requirement of the City as an ancillary use of a development shall be required to pay a mobility fee. The impact fee rate per charging or fueling position would be in addition to any mobility fee per square foot under the applicable retail land use with motor vehicle charging or fueling. Motor vehicle charging stations that are not a primary use or function of a commercial or retail use and are either required by the City or provided as an ancillary use are exempt from payment of the mobility fee. The City shall have the ability to determine if a charging or fueling station is a commercial use.

Motor Vehicle Repair Service means a building, bays, service bays, stalls, or stations for the routine maintenance of motor vehicles including oil changes, cleaning, or replacing filters, replacing windshield wipers, changing tires, providing for maintenance, service, and repair, and changing and topping off motor vehicle fluids and falls under the description of ITE Trip Generation Manual Land Use Code Series 800 and 900. Any building square footage associated with motor vehicle service would fall under retail uses and pay the applicable impact fee per the square footage of the building not associated with the quick lube service.

Multimodal means travel by multiple modes of transportation, including travel lanes, sidewalks, pathways, shared-use paths, boardwalks, trails, canals, waterways for walking, jogging, running, bicycling, rollerblading, skating, scootering, driving, or use of a device for mobility impaired persons, and where allowed use of micromobility devices. Multimodal also means transit travel by microtransit, autonomous transit shuttles, buses, trolleys, boats or water born vehicles.

Multimodal Capacity means the sustainable flow rate, at a service standard, at which persons or vehicles reasonably can be expected to traverse a point or a uniform section of a bicycle facility, pedestrian facility, roadway, or shared-use multimodal facility during a given time-period under prevailing conditions. For transit, the capacity is the maximum number of persons reasonably accommodated riding a transit vehicle, along with the frequency and duration of transit service.

Multimodal Transportation System means the right-of-way, easements, roads, streets, canals, alleyways, curb-cuts, traffic control devices, stormwater management facilities, utilities, bridges, waterways, and multimodal facilities that allow for circulation, mobility, and parking within the City and accessibility to land uses, property, and modes of transportation within the City.

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New Development means new residential and non-residential construction, any new land development or site preparation activity, any new construction of buildings or structures, any modification, reconstruction, redevelopment, or upgrade of buildings or structures, any change of use of a building, land, or structure, and any special exception approval, variance, or special use permit that results in an impact to the multimodal transportation system.

Non-Residential Square Feet means the sum of the gross floor area (in square feet) of the area of each floor level under cover, including cellars, basements, mezzanines, penthouses, corridors, lobbies, stores, and offices, that are within the principal outside faces of exterior walls, not including architectural setbacks or projections. Included are all areas that have floor surfaces with clear standing head room (six feet six inches, minimum) and are used as part of primary use of the property of their use. If an area within or adjacent to the principal outside faces of the exterior walls is not enclosed, such as outdoor restaurant seating, areas used for storage of goods and materials, or merchandise display, and is determined to be a part of the primary use of property, this gross floor area is considered part of the overall square footage of the building. Areas for parking, circulation, ingress, egress, buffers, conservation, walkways, landscape, stormwater management, and easements or areas granted for transit stops or multimodal parking are not included in the calculation of square feet.

Office means general offices, business services, clinics, dental, veterinary, and medical offices, real estate, and other professional activities primarily involving the provision of professional or skilled services, including but not limited to accounting, legal, real estate, insurance, financial, engineering, architecture, accounting, and technology.

Office Uses means those businesses which provide professional services to individuals, businesses, or groups and which include those uses in the ITE Trip Generation Manual under Land Use Code Series 600 and 700 and includes Land Use Codes 610, 630, 640, 650, 710-715, 720,760, and 770.

Overnight Lodging means places of accommodations, such as bed and breakfast, inns, motels, hotels and resorts that provide places for sleeping and bathing and may include supporting facilities such as restaurants, cocktail lounges, meeting and banquet rooms or convention facilities, and limited recreational facilities (pool, fitness room) intended for primary use by guest(s) and which include those uses specified in the ITE Trip Generation Manual under the Land Use Code Series 300. Overnight lodging also includes short term vacation rentals where fees shall be assessed per habitable room where a person could reasonably sleep overnight.

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Parking means a motor vehicle oriented non-residential use of land or structures primarily dedicated to the temporary or long-term parking garages or lots, storage, renting, staging, movement, or disposition of vehicles or equipment, towing or transitional lots whether operated for a fee or as part of a commercial enterprise.

Person Miles of Capacity (PMC) means the number of persons "capacity" that can be accommodated, at a determined standard, on a facility while walking, bicycling, riding transit, driving, or using a mobility assisted device over a defined distance.

Person Miles of Travel (PMT) means a unit used to measure person travel made by one person where each mile traveled is counted as one person mile. PMT is calculated by multiplying person trip length by the number of person trips. The increase in future person miles of travel is used to plan mobility project needs that form the basis for a mobility fee.

Person Miles of Travel Factor (PMTf) means the factor utilized to convert vehicle miles of travel to person miles of travel based on the 2022 National Household Travel Survey.

Person Travel Demand (PTD) means travel demand from new development based on trip generation, pass-by trips, vehicle trip lengths, limited access travel, origin and destination factors, vehicle miles of travel, and person miles of travel factors. The resulting mobility fees are roughly proportional to the person travel demand per use and assessment area provided on the mobility fee schedule.

Person Trip (PT) means a trip by one person by one or more modes of travel including, but not limited to, driving a motor vehicle or low speed electric vehicle, riding transit, walking, bicycling or form of person powered, electric powered or gasoline powered device.

Person Trip Length (PTl) means the length, in miles, of a person trip per trip purpose.

Private Education means building or buildings used for pre-school, private school, childcare, or day care where students are educated by a non-governmental entity with grades ranging from pre-kindergarten to 12th grade. Private schools do not include Charter Schools, which are exempt from local government fees per Florida Statute. Childcare and day care shall mean a facility where care for young children is provided, normally during the daytime hours. Day care facilities generally include classrooms, offices, eating areas and playgrounds. Postsecondary education falls under office uses. These uses are under ITE Trip Generation Manual under Land Use Code Series 500.

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Residential means a dwelling unit and shall include those uses specified in the ITE Trip Generation Manual under the Land Use Code Series 200, except for Land Use Codes 253, 254, and 255. Residential include tiny homes, accessory dwelling units, and dormitories.

Residential Square Feet means the sum of the area (in square feet) of each dwelling unit measured from the exterior surface of the exterior walls or walls adjoining public spaces such as multifamily or dormitory hallways, or the centerline of common walls shared with other dwelling units. Square feet include all livable, habitable, and temperature controlled enclosed spaces (enclosed by doors, windows, or walls). This square footage does not include unconditioned garages or unenclosed areas under roof. For multifamily and dormitory uses, common hallways, lobbies, leasing offices, and residential amenities are not included in the square feet calculation, unless that space is leased to a third-party use and provides drinks, food, goods, or services to the public or paid memberships available to individuals that do not reside in a dwelling unit.

Residential & Lodging Uses shall mean a dwelling unit or room in overnight accommodations or mobile home or RV park and shall include those uses specified in the ITE Trip Generation Manual under the Land Use Code Series 200 and 300 and land use code 416. Land use codes 253, 254, and 255 are considered institutional uses.

Retail means personal service and retail uses, including local grocery, pharmacy, or restaurant uses. This includes land uses under ITE Land Use Codes Series 800, and 900. Retail includes all uses that do not fall under High Impact or Convenience Retail uses.

Retail Drive-Through means any drive-through lane associated with a personal service or retail use. The drive-through may include an order window or a door, window, or other means of access to drop-off or pick-up up goods, items, services, ordered through a mobile app or online. Common uses include dry cleaners, pharmacies, or restaurants. Increasingly retail uses are including drive-through lanes to pick up ordered goods. Drive-through lanes associated with a bank, fast food or quick service restaurant, or financial institution are assessed additive mobility fees. Retail uses include those under ITE Land Use Codes Series 800 and 900, except those uses included on the mobility fee schedule with defined mobility fee rates.

Streetscape means hardscape elements such as pavers, benches, lighting, trash and recycling receptacles, fountains, seating, shade structure, crosswalks, landscape elements such as canopy and understory trees, shrubs, bushes, grasses and flowers, green infrastructure and architectural structures and projections that provide shade and protection from various weather conditions.

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Trip means travel between locations, often between an origin, such as a home, to a destination, such as a business, but the trip can end and begin at the same location, such as walking a dog in the neighborhood where the home is both the origin and destination.

Travel Demand means the mode of transportation mobility that people choose to use, and how those choices result in trips of varying lengths on the transportation system.

Trip Length means the length of a trip per trip purpose.

Trip Purpose means the primary purpose at the destination of a trip such as travel to buy goods, services, or meals, entertainment, recreation, school, work, places of assembly, errands, medical, day care, or work related. Trip purpose may be either home based, meaning the trip originates at a residence, or non-home based, meaning the trip originates at a destination other than a residence.

Unenclosed Commercial Recreation means outdoor recreational activity including land uses with miniature golf, batting cages, video arcade, bumper boats, go-carts, golf driving ranges, tennis, racquet or basketball courts, soccer, baseball and softball fields, paintball, skating, cycling or biking that require paid admittance, membership or some other type of fee for use. Buildings for refreshments, bathrooms, changing and retail may be included. The fee shall be based upon the total acreage of the facility for active uses outside of buildings and all buildings used to carry out a primary function of the land use activity. Areas for parking, buffers and stormwater that are not active features of the land use are excluded from the fee acreage. The use would generally fall under the ITE Land Use Code Series 400.

Use means a use of land for residential or non-residential purposes. For mobility fee purposes the terms land use and use are interchangeable. The inclusion of a use on the mobility fee schedule does not mean that land use or use is permitted by the City's Land Development Code.

Vehicle Miles of Travel (VMT) means a unit to measure vehicle travel made by a motor vehicle where each mile traveled is counted as one vehicle mile regardless of the number of persons in the vehicle and is calculated by multiplying the length of a road segment by the total number of vehicles on that road segment.

Vehicle Occupancy means the total number of persons in a single motor vehicle making a trip.

Vehicle Trip means a trip by a single motor vehicle, regardless of the number of persons in the motor vehicle.

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RECOMMENDED NEXT STEPS

The adoption of the Mobility Fee requires additional tasks to administer and implement the Mobility Fee. The following are recommended next steps that the city should consider:

(1) **Annexation of Unincorporated Property**: The City should consider strategic pursuit of annexations of unincorporated Flagler County adjacent to or forming enclaves within the City. These areas are using the transportation system within the City and annexations allows the City to be better able to coordinate mobility projects and ensure that the impacts from new development are mitigated. Otherwise, these lands will be developed under County regulations or annexed into the City of Palm Coast.

(2) **Service Charge Study:** Flagler Beach may wish to consider undertaking a service charge study for administering and implementing its mobility fee, along with its other impact fees. Florida Statute limits administrative charges to the cost of administering and implementing mobility fees. The service charge study would provide a factual basis for assessment of a service charge to offset administrative cost. The service charge would also address future updates and application fees for special studies, request for credits or offsets, and special assessments.

(3) **Administrative Manual:** Flagler Beach may wish to consider developing an administrative manual that establishes administrative procedures to administer and implement the mobility plan, mobility fees, and impact fees. The mobility fee and impact fee ordinances address big picture legal and statutory requirements. The Administrative Manual would govern day to day administration and provide the City with continuity of service.

(4) **Traffic Count Program:** Flagler Beach should consider collecting traffic counts on major collectors, minor collectors and major local roads through-out the city. The pursuit of funds and grants for safety and mobility will be further enhanced by having traffic count data.

(5) **Land Development Regulations:** The City should evaluate its Land Development Regulations and establish criteria to address site access assessments from new development. The LDRs may also need to be amended depending on the extent of Comprehensive Plan Amendments. The City should consider establishing street, multimodal, and transit quality of service (QOS) standards as performance measures and for development review. The City should consider implementing FDOT's Context Classification and expand on the initial application that has already been undertaken as part of the mobility plan **(Figure 11)**.

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Figure 11: FDOT's Context Classification



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CONCLUSION

The City of Flagler Beach Mobility Fee is based on the mobility projects identified in the Flagler Beach 2050 Mobility Plan. The Mobility Plan sets the framework for moving people, providing mobility choices, and meeting future travel demand throughout the city. The future travel demand analysis provided in this Technical Report clearly demonstrates there is growth in travel demand projected within the city. The planned mobility projects over the next 24 years will expand the City's transportation system to meet projected travel demand.

The Mobility Fee is a streamlined, equitable way for all new development within the City to mitigate its impact to the multimodal transportation system. The **Assessment Area** for the Mobility Fee will be uniform across the City per type of land use. The Mobility Fee will replace transportation concurrency requirements for new development. The Mobility Fee would be the only transportation mitigation fee assessed on new development within the Flagler Beach.

Flagler Beach will determine how Mobility Fee revenues are allocated and expended through its annual Capital Improvements Program. Mobility Fee revenues may be expended on projects identified in the 2050 Mobility Plan and the City's Capital Improvements Program.

The Mobility Plan, based on growth in population and increases in person miles of travel, includes mobility projects that provide the person capacity **"needed"** to meet the travel demands of new development. The new growth evaluation demonstrates that new development is not being assessed more than its **"attributable and assignable"** share of the cost of the Mobility Plan.

The person travel demand for each use included in the Mobility Fee schedule meets the **"rough proportionality test"** established through case law. The establishment of a Mobility Fee Benefit District ensures that Mobility Fees will be expended to provide a mobility **"benefit"** to new development that pays a Mobility Fee. The Mobility Plan and the Mobility Fee meet the **"dual rational nexus test"** and is consistent with the requirements of Florida Statute Sections 163.3180, 163.31801 and Florida Statute Chapter 380.

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MAPS

April 2026

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Map D2.	**City of Flagler Beach 2050 Mobility Plan (Transit)**
Map E.	**Trip Length**

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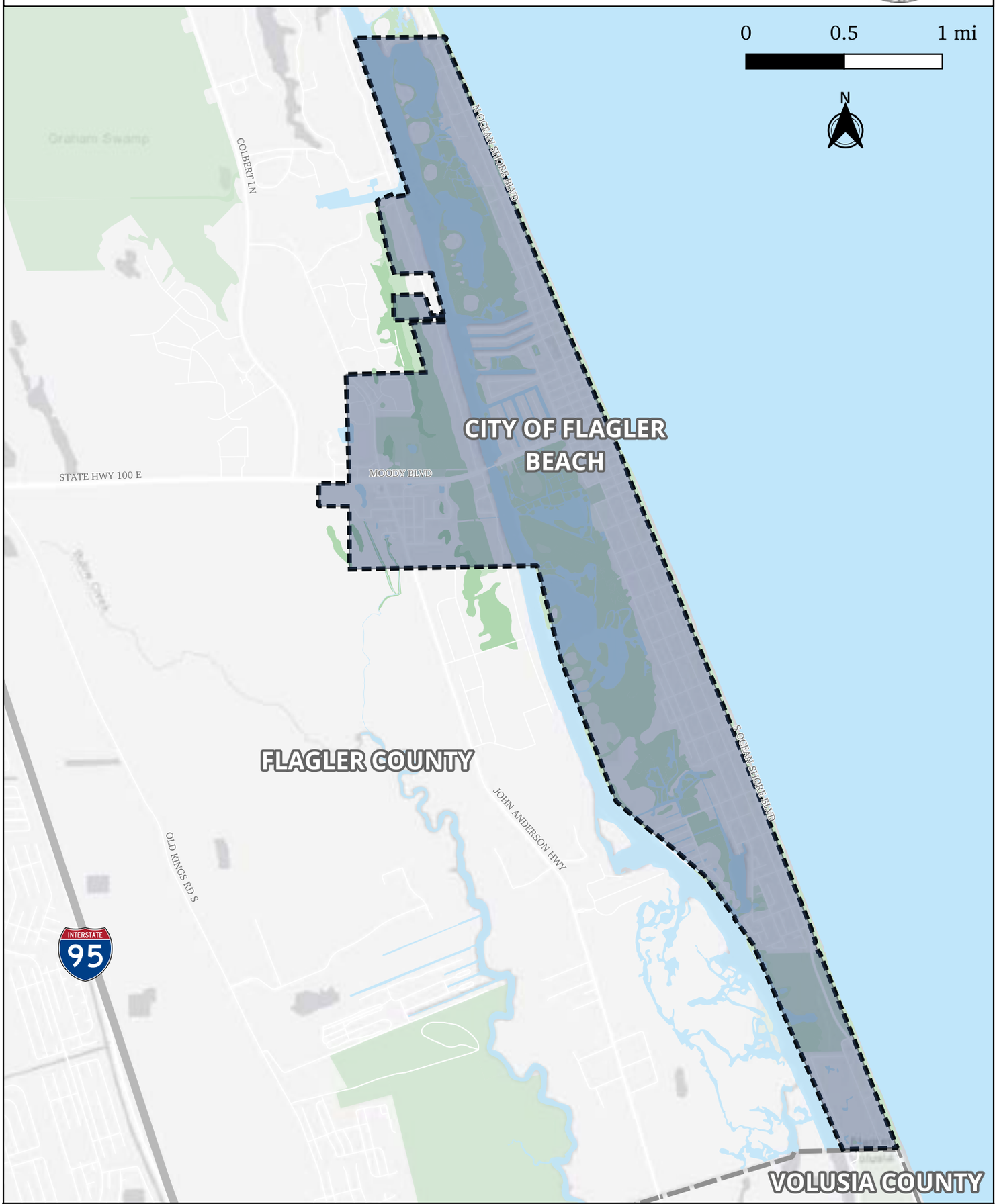
MAP A

Mobility Fee Assessment Area

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Assessment Area

City of Flager Beach Mobility Fee



AssessmentArea

City of Flagler Beach

Parks and Greenspace

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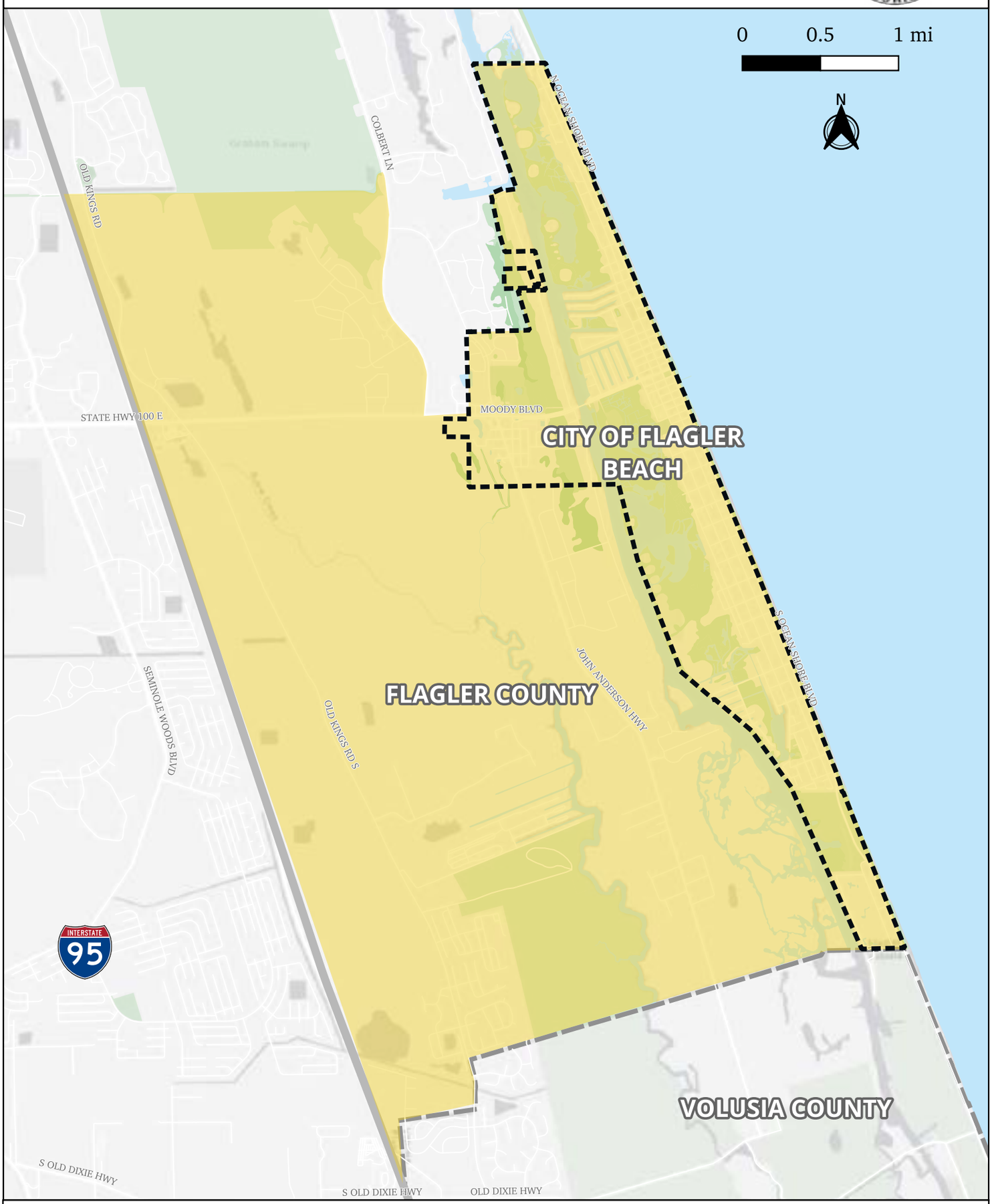
MAP B

Mobility Fee Benefit District

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Benefit District

City of Flager Beach Mobility Fee



Benefit District

City of Flagler Beach

Parks and Greenspace

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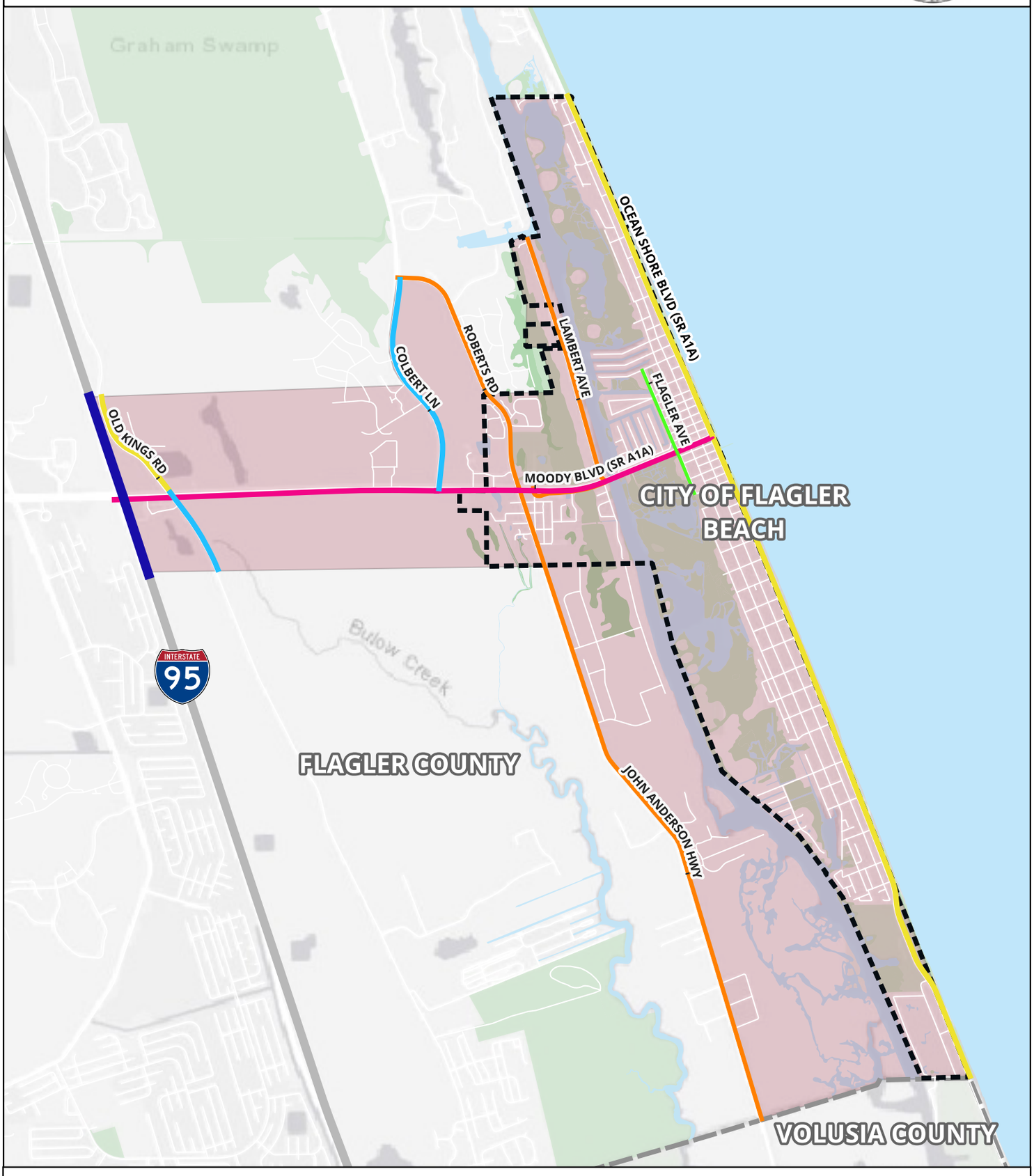
MAP C

Mobility Study Area

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Mobility Study Area & Road Network

City of Flagler Beach Mobility Fee



- Principal Arterial
- Minor Arterial
- Major Collector
- Minor Collector
- Local
- Interstate 95
- Mobility Study Area
- City of Flagler Beach
- Volusia County Boundary
- Parks and Greenspace

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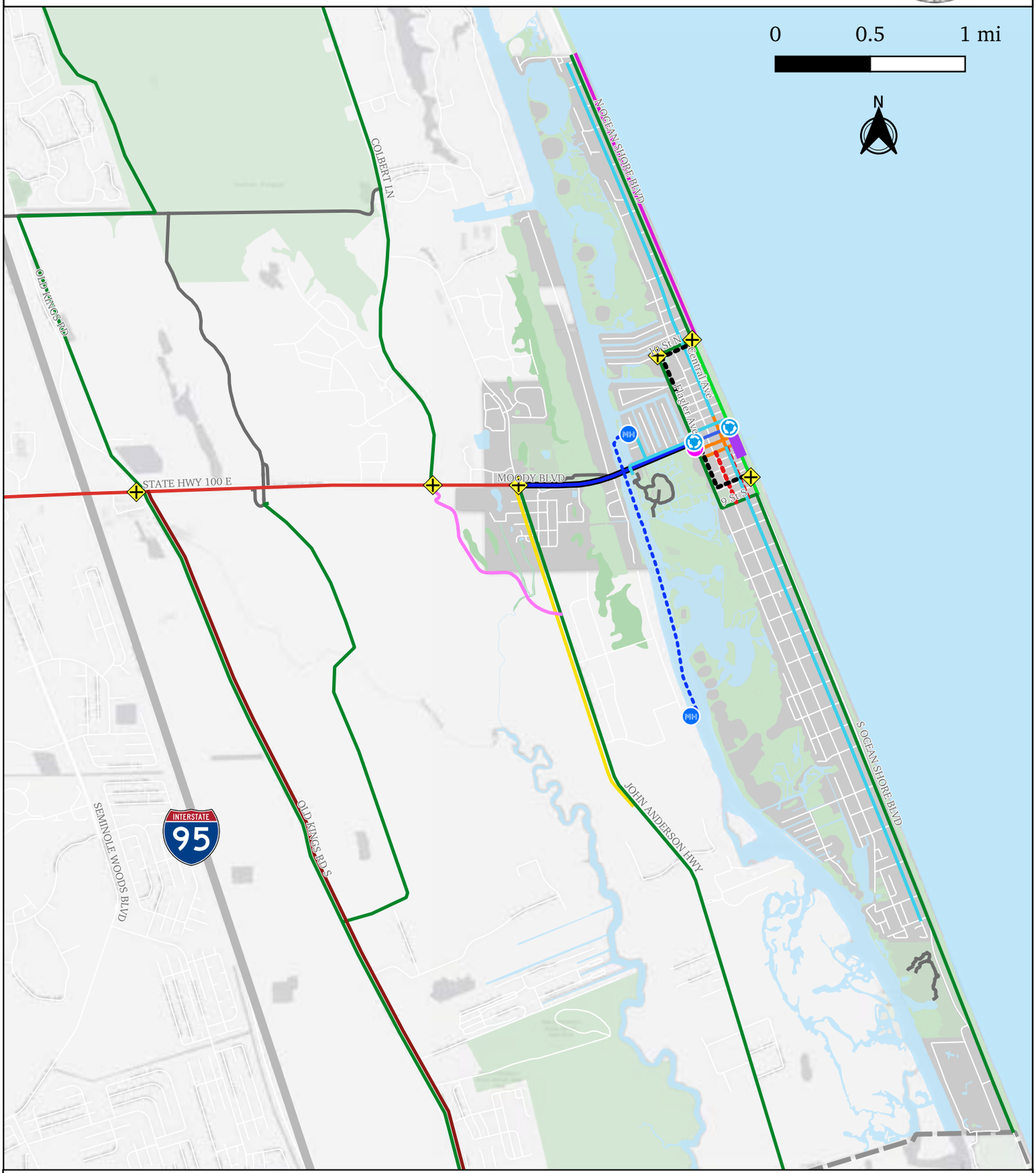
MAP D

City of Flagler Beach 2050 Mobility Plan

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2050 Mobility Plan

City of Flager Beach



- Two (2) Lane Divided Reconstruction
- Access Management & Corridor Study
- Context Sensitive Enhancement
- Curbless Shared Street
- Multi-Use Trail
- Moody Blvd Bridge Shared Use Path
- One-Way Pair Evaluation
- Pier District (Pedestrian Prioirity Area)
- Pier District (Pedestrian Priority Area)
- Primary Multimodal Corridor
- Primary Multimodal Corridor
- Reconfiguration
- Upgrade to Collector
- Widen from Four (4) to Six (6) Lanes
- Water Taxi
- Intersection Improvement
- Mobility Hub
- Mobility Hub Evaluation
- Roundabout
- Existing Multimodal Facility
- Volusia County Boundary
- Parks and Greenspace
- City of Flagler Beach

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MAP D1

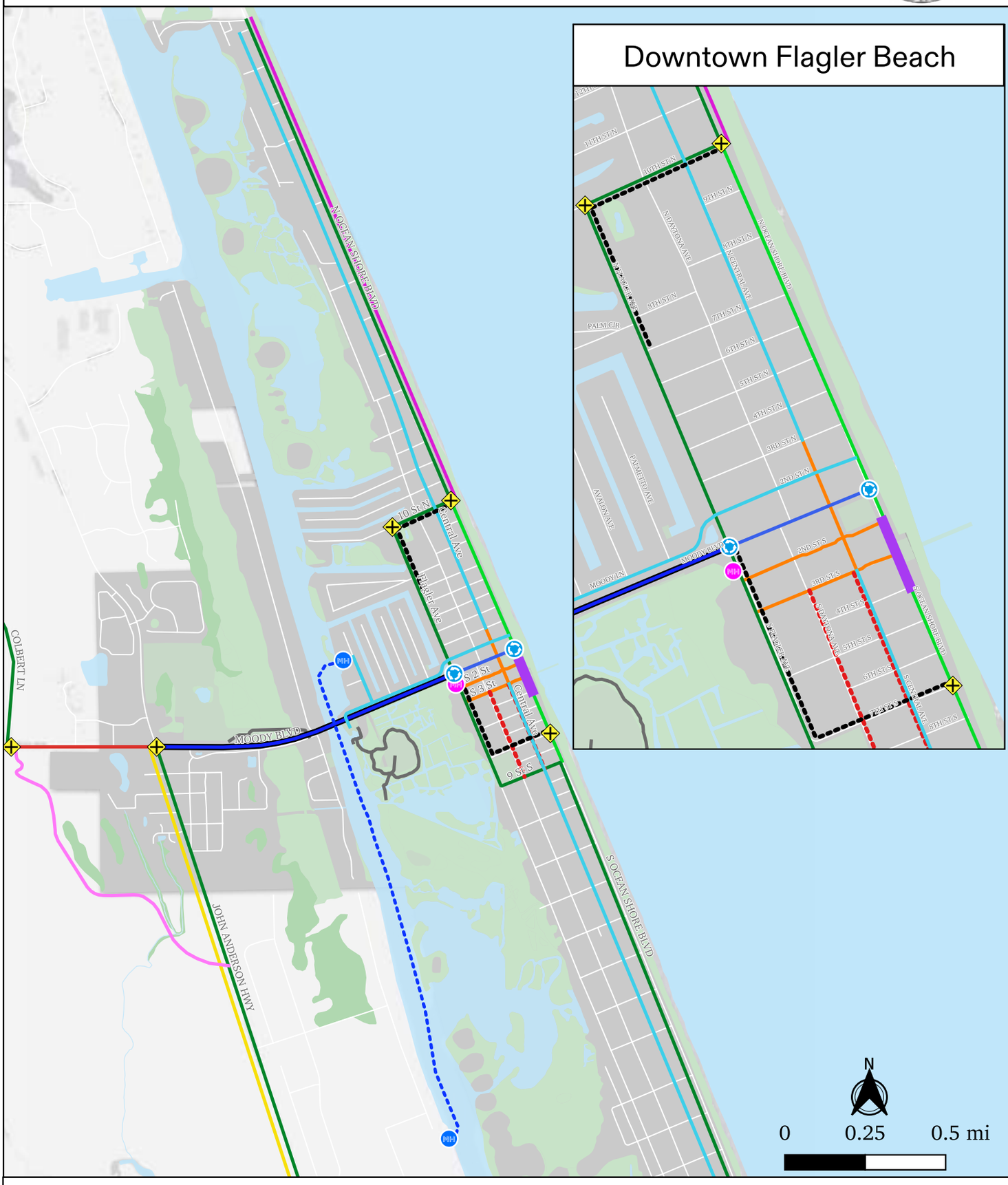
City of Flagler Beach 2050 Mobility Plan

(City Scale)

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2050 Mobility Plan

City of Flager Beach



- Two (2) Lane Divided Reconstruction
- Access Management & Corridor Study
- Context Sensitive Enhancement
- Curbless Shared Street
- Multi-Use Trail
- Moody Blvd Bridge Shared Use Path
- One-Way Pair Evaluation
- New Two (2) Lane Road
- Pier District (Pedestrian Priority Area)
- Primary Multimodal Corridor
- Reconfiguration
- Upgrade to Collector
- Water Taxi
- Intersection Improvement
- Mobility Hub
- Mobility Hub Evaluation
- Roundabout
- Existing Multimodal Facility
- Volusia County Boundary
- Parks and Greenspace
- City of Flagler Beach

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MAP D2

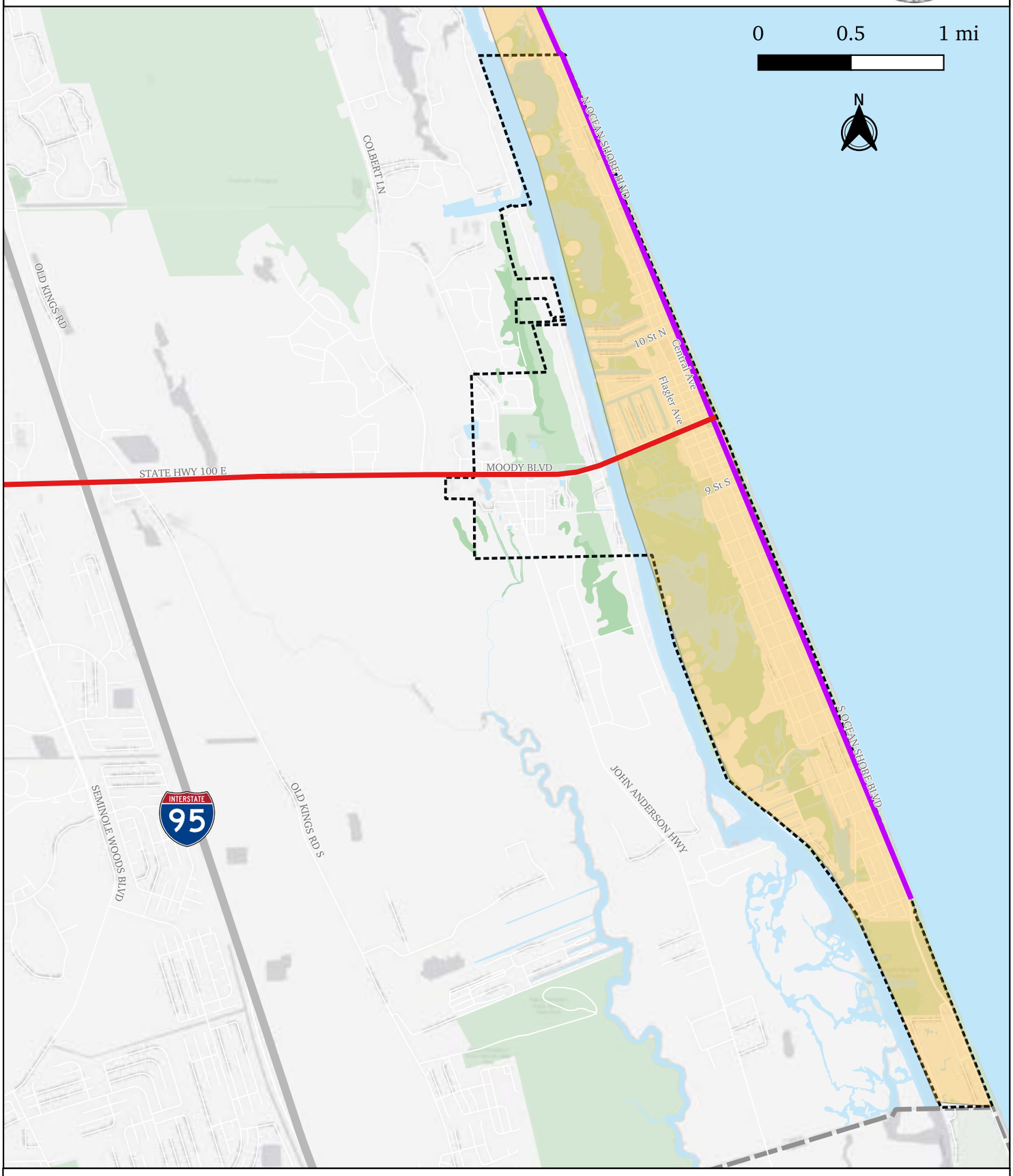
City of Flagler Beach 2050 Mobility Plan

(Transit)

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2050 Mobility Plan: Transit

City of Flager Beach



Flagler County Bus Route Beach Line

Flagler County Bus Route Red Line

Volusia County Boundary

Parks and Greenspace

Flagler County Mobility on Demand Beach Zone

City of Flagler Beach

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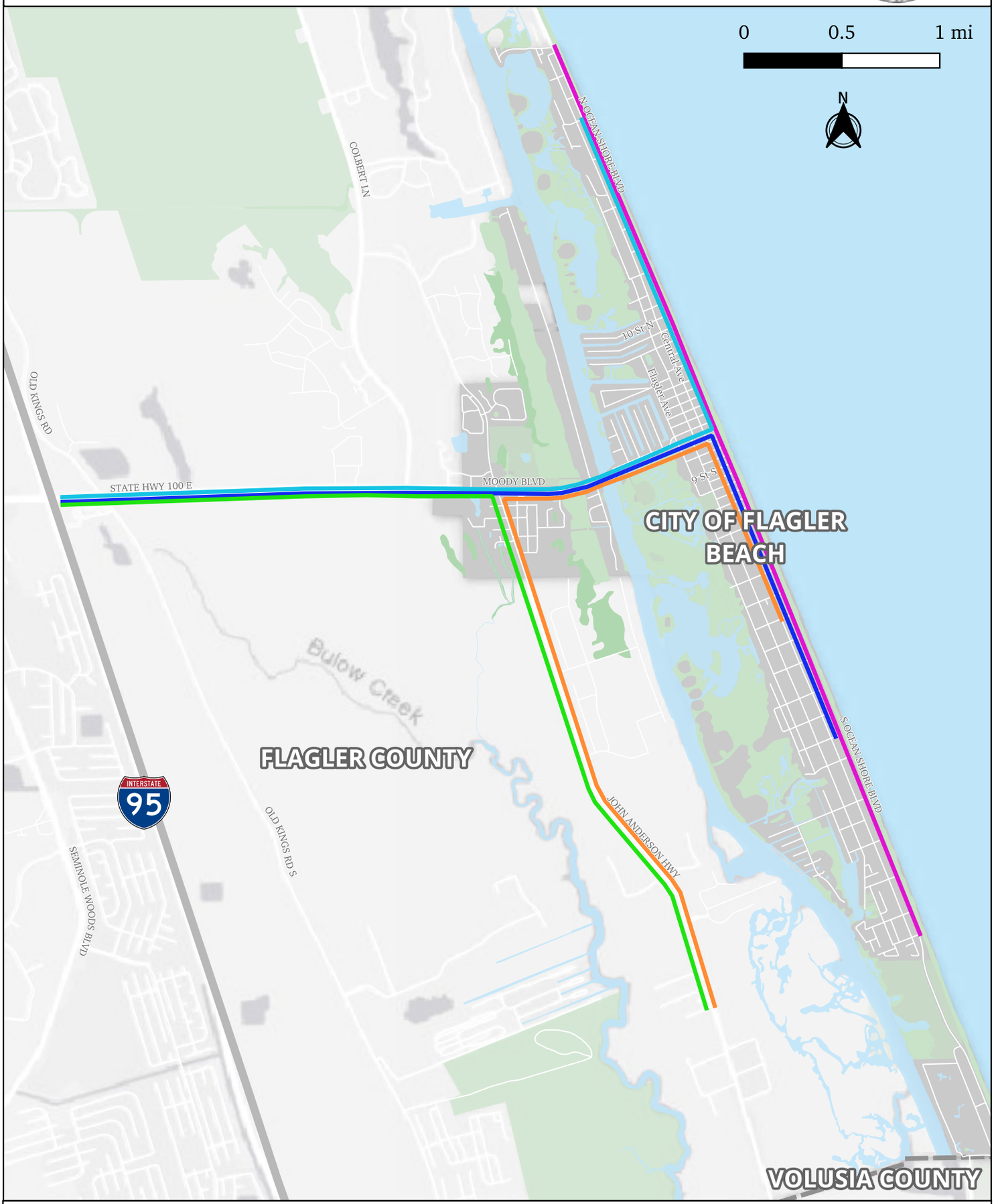
MAP E

Trip Length

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Trip Length: 5 Miles

City of Flager Beach Mobility Fee



- Moody Blvd to John Anderson Hwy
- Moody Blvd to N SR A1A
- Moody Blvd to S SR A1A
- SR A1A
- SR A1A to John Anderson Hwy
- Volusia County Boundary
- Parks and Greenspace
- City of Flagler Beach

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APPENDIX

April 2026

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APPENDIX A

Florida Commerce

Transportation Planning Guidance

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Transportation Planning

Community Planning

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- Accessing Comprehensive Plans and Plan Amendments (Florida Papers)
- ORC Reports and Notices of Intent
- Property Rights Element
- Evaluation and Appraisal Review of the Comprehensive Plan
- General Information About Developments of Regional Impact and Florida Quality Developments
- Developments of Regional Impact Repository
- List of Local Governments Qualifying as Dense Urban Land Areas
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- Community Planning Review Team Assignments

Community Services

Community Development Block Grants

Community Partnerships

Broadband

Rural Community Programs

Special Districts

Homeowner Assistance

Transportation Element

Section 163.3177(6)(b), Florida Statutes, establishes the requirements for transportation and mobility planning in local government comprehensive plans. Comprehensive plans must focus on providing a multimodal transportation system that emphasizes public transportation systems, where feasible, and encourages economic development through flexible transportation and mobility options for Florida communities. Links to transportation planning related issues and organizations are included below to help provide additional information on transportation mobility planning in Florida.

Multimodal Transportation

A multimodal transportation system recognizes the importance of providing mobility options through a variety of integrated travel modes, such as by bus or rail transit, bicycle, automobile, or foot. A well-designed multimodal transportation network minimizes impacts to the environment and enhances the livability of neighborhoods by increasing transportation options, expanding access, and increasing connectivity between destinations.

A well-designed and efficient transportation network can help create a sustainable development pattern that contributes to the community's prosperity, enhances transportation efficiency by minimizing vehicle trips and contributes to a healthier environment by reducing air pollution and greenhouse gas emissions.

The Transportation Element of a local government's comprehensive plan should contain policies that will create a well-connected multi-modal transportation network; support increased residential densities and commercial intensity; help walking become more practical for short trips; support bicycling for both short- and long-distance trips; improve transit to serve frequented destinations; conserve energy resources; reduce greenhouse gas emissions and air pollution; while maintaining vehicular access and circulation. Key multimodal transportation strategies can include the following:

- Create an interconnecting grid network of streets, connectors, arterials and sidewalks that provide a complete and accessible transportation network;
- Establish land use patterns that support a mixture of residential, commercial and retail uses, and dense populations and urban intensities, so that transit service may be provided more efficiently and economically;
- Increase the viability of pedestrian and bicycle travel;
- Integrate land use and transportation planning to create communities that provide transportation choice; and,
- Accommodate the flow of freight throughout the state so that the economy can continue to grow.

Other multimodal transportation planning efforts, such as transit-oriented developments, defined in section 163.3164(46), Florida Statutes, are being developed and planned by the Cities of Boca Raton, Clearwater, Gainesville, Jacksonville, Miami, Tampa and West Palm Beach, and in Broward, Miami-Dade, Palm Beach and Pinellas Counties and other locations. Below are a several examples of successful multimodal transportation planning efforts in Florida:

- **Alachua County, Department of Growth Management, Transportation Planning** - Alachua County's Mobility Plan includes transit-oriented development and multimodal transportation planning as one of several methods being implemented to provide mobility options.
- **City of Gainesville Comprehensive Planning** - The City of Gainesville comprehensive plan includes six mixed-use categories and eight Special Area Plans based on Traditional Neighborhood Development standards and an established Urban Infill and Redevelopment Area.

Complete Streets

Complete Streets is a transportation strategy to develop an integrated, connected networks of streets that are safe and accessible for all users, including pedestrians, bicyclists, motorists, and transit riders of all ages and abilities. According to Smart Growth America and the National Complete Streets Coalition, *Complete Streets* make active transportation such as walking and bicycling convenient, provide increased access to employment centers, commerce, and educational institutions, and allow greater choice in travel.

In Florida, complete streets are *context-sensitive*. For example, a street considered complete for use within a dense urban area would look and function very differently from one located in a rural area, and a complete suburban street would look and function differently from both the urban and rural complete streets. One way to think about what elements are necessary to create a complete street is to determine its context within the community and based upon that context, match the design and operation of that street with the direction and guidance provided in the local government's comprehensive plan.

As an example, some communities use an Urban-Rural Transect (or simply *Transect*) to assign portions of their community into approximately five or six "context zones" based on the degree of development intensity desired and geographic location, ranging from very low intensity rural context zones to more intense urban context zones. For each context zone, the community establishes a context in terms of appropriate public facility design, urban design, general spatial form, and appropriate street types.

This approach allows the local government to determine, in its comprehensive plan or other public planning document, which portions of the community fit within which context zone, and to provide guidance within the comprehensive plan as to what mobility functions (such as walking, biking, transit use) are most important in that context zone, and what design features and operational characteristics are appropriate for streets in that location.

Several examples of communities have initiated complete streets planning in Florida. Here are a few excellent examples:

- Model Design Manual for Living Streets - Los Angeles County, 2011
- Deerfield Beach Complete Street Guidelines
- Ft. Lauderdale Complete Streets

Transportation Concurrency

In accordance with the Community Planning Act, local governments may establish a system that assesses landowners the costs of maintaining specified levels of service for components of the local government's transportation system when the projected impacts of their development would adversely impact the system. This system, known as a concurrency management system, must be based on the local government's comprehensive plan. Specifically, the local government comprehensive plan must provide the principles, guidelines, standards, and strategies, including adopted levels of service, to guide the application of its transportation concurrency management system.

Prior to June 2, 2011, transportation concurrency was mandatory for local governments. Now that transportation concurrency is optional, if a local government chooses, it may eliminate the transportation concurrency provisions from its comprehensive plan and is encouraged to adopt a mobility fee based plan in its place (see below). Adoption of a mobility fee based plan must be accomplished by a plan amendment that follows the Expedited State Review Process. A plan amendment to eliminate transportation concurrency is not subject to state review.

It is important to point out that whether or not a local government chooses to use a transportation concurrency system, it is required to retain level of service standards for its roadways for purposes of capital improvement planning. The standards must be appropriate and based on professionally accepted studies, and the capital improvements that are necessary to meet the adopted levels of service standards must be included in the five-year schedule of capital improvements. Additionally, all local governments, whether implementing transportation concurrency or not, must adhere to the transportation planning requirements of section 163.3177(6)(b), Florida Statutes.

Mobility Fee Based Plans

If a local government elects to repeal transportation concurrency, it is encouraged to adopt an alternative mobility funding system that uses one or more of the tools and techniques identified in section 163.3180(5)(f), Florida Statutes:

- Adoption of long-term strategies to facilitate development patterns that support multimodal solutions, including urban design, appropriate land use mixes, intensity and density.
- Adoption of an area wide level of service not dependent on any single road segment function.
- Exempting or discounting impacts of locally desired development.
- Assigning secondary priority to vehicle mobility and primary priority to ensuring a safe, comfortable, and attractive pedestrian environment with convenient interconnection to transit.
- Establishing multimodal level of service standards that rely primarily on non-vehicular modes of transportation where existing or planned community design will provide adequate a level of mobility.
- Reducing impact fees or local access fees to promote development within urban areas, multimodal transportation districts, and a balance of mixed-use development in certain areas or districts, or for affordable or workforce housing.

Requirements for Transportation Concurrency

If a local government elects to use transportation concurrency, it must adhere to the following concurrency requirements in section 163.3180(5), Florida Statutes:

- Include principles, guidelines, standards, and strategies, including adopted levels of service, to guide the application of concurrency to transportation.
- Use professionally accepted studies to evaluate the appropriate levels of service.
- Adopt appropriate amendments to the capital improvements element of the comprehensive plan consistent with the requirements of section 163.3177(3), Florida Statutes.
- Allow for proportionate share contributions to mitigate transportation impacts for all developments, including developments of regional impact (DRIs), consistent with section 163.3180(5)(h), Florida Statutes.
- Consult with the Florida Department of Transportation when proposed amendments affect the Strategic Intermodal System.
- Exempt public transit facilities from concurrency.

In addition, local governments are encouraged to develop tools and techniques to complement the application of transportation concurrency consistent with section 163.3180(5)(f), Florida Statutes, and to coordinate with adjacent local governments for the purpose of using common methodologies for measuring impacts to transportation facilities.

Links

- Florida Department of Transportation - Florida Transportation Plan
- Model Regulations and Plan Amendments for Multimodal Transportation Districts
- Florida Metropolitan Planning Organizations
- Florida Department of Transportation - Forecasting and Trends Office
- Florida Scenic Highways
- Transportation Site Impact Handbook
- Florida Transit-Oriented Development
- A / Framework for Transit Oriented Development in Florida, published March 2011
- Florida Department of Transportation - Pedestrian and Bicycle Design
- Florida Department of Transportation, Public Transit Office
- Florida Safe Mobility for Life Coalition
- Florida Safe Mobility for Life Coalition's Aging in Place Checklist
- The Florida Greenbook
- Pasco County Mobility Fees

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https://www.floridajobs.org/community-planning-and-development/programs/community-planning-table-of-contents/transportation-planning

APPENDIX B

Laws of Florida HB 479 (Chapter 2024 – 266)

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CHAPTER 2024-266

Committee Substitute for House Bill No. 479

An act relating to alternative mobility funding systems and impact fees; amending s. 163.3164, F.S.; providing definitions; amending s. 163.3180, F.S.; revising requirements relating to agreements to pay for or construct certain improvements; authorizing certain local governments to adopt an alternative transportation system that is mobility-plan and fee-based in certain circumstances; prohibiting an alternative transportation system from imposing responsibility for funding an existing transportation deficiency upon new development; requiring counties and municipalities to create and execute interlocal agreements if a developer is charged a fee for transportation impacts for a new development or redevelopment; providing requirements for such agreements; providing requirements for when such interlocal agreements are not executed by a specified date; authorizing a local government that issues the building permit to collect a fee for transportation impacts under certain circumstances unless otherwise agreed; amending s. 163.31801, F.S.; revising requirements for the calculation of impact fees by certain local governments and special districts; requiring local governments transitioning to alternative transportation systems to provide holders of impact fee credits with full benefit of intensity and density of prepaid credit balances as of a specified date in certain circumstances; amending s. 212.055, F.S.; conforming a cross-reference; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Subsections (32) through (52) of section 163.3164, Florida Statutes, are renumbered as subsections (34) through (54), respectively, and new subsections (32) and (33) are added to that section, to read:

163.3164 Community Planning Act; definitions.—As used in this act:

(32) "Mobility fee" means a local government fee schedule established by ordinance and based on the projects included in the local government's adopted mobility plan.

(33) "Mobility plan" means an alternative transportation system mobility study developed by using a plan-based methodology and adopted into a local government comprehensive plan that promotes a compact, mixed use, and interconnected development served by a multimodal transportation system in an area that is urban in character, or designated to be urban in character, as defined in s. 171.031.

Section 2. Paragraphs (h) and (i) of subsection (5) of section 163.3180, Florida Statutes, are amended, and paragraph (j) is added to that subsection, to read:

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163.3180 Concurrency.—

(5)

(h)1. Local governments that continue to implement a transportation concurrency system, whether in the form adopted into the comprehensive plan before the effective date of the Community Planning Act, chapter 2011-139, Laws of Florida, or as subsequently modified, must:

a. Consult with the Department of Transportation when proposed plan amendments affect facilities on the strategic intermodal system.

b. Exempt public transit facilities from concurrency. For the purposes of this sub-subparagraph, public transit facilities include transit stations and terminals; transit station parking; park-and-ride lots; intermodal public transit connection or transfer facilities; fixed bus, guideway, and rail stations; and airport passenger terminals and concourses, air cargo facilities, and hangars for the assembly, manufacture, maintenance, or storage of aircraft. As used in this sub-subparagraph, the terms "terminals" and "transit facilities" do not include seaports or commercial or residential development constructed in conjunction with a public transit facility.

c. Allow an applicant for a development-of-regional-impact development order, development agreement, rezoning, or other land use development permit to satisfy the transportation concurrency requirements of the local comprehensive plan, the local government's concurrency management system, and s. 380.06, when applicable, if:

(I) The applicant in good faith offers to enter into a binding agreement to pay for or construct its proportionate share of required improvements in a manner consistent with this subsection. The agreement must provide that after an applicant makes its contribution or constructs its proportionate share pursuant to this sub-sub-subparagraph, the project shall be considered to have mitigated its transportation impacts and be allowed to proceed if the applicant has satisfied all other local government development requirements for the project.

(II) The proportionate-share contribution or construction is sufficient to accomplish one or more mobility improvements that will benefit a regionally significant transportation facility. A local government may accept contributions from multiple applicants for a planned improvement if it maintains contributions in a separate account designated for that purpose. A local government may not prevent a single applicant from proceeding after the applicant has satisfied its proportionate-share requirement if the applicant has satisfied all other local government development requirements for the project.

d. Provide the basis upon which the landowners will be assessed a proportionate share of the cost addressing the transportation impacts resulting from a proposed development.

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2. An applicant shall not be held responsible for the additional cost of reducing or eliminating deficiencies. When an applicant contributes or constructs its proportionate share pursuant to this paragraph, a local government may not require payment or construction of transportation facilities whose costs would be greater than a development's proportionate share of the improvements necessary to mitigate the development's impacts.

a. The proportionate-share contribution shall be calculated based upon the number of trips from the proposed development expected to reach roadways during the peak hour from the stage or phase being approved, divided by the change in the peak hour maximum service volume of roadways resulting from construction of an improvement necessary to maintain or achieve the adopted level of service, multiplied by the construction cost, at the time of development payment, of the improvement necessary to maintain or achieve the adopted level of service.

b. In using the proportionate-share formula provided in this subparagraph, the applicant, in its traffic analysis, shall identify those roads or facilities that have a transportation deficiency in accordance with the transportation deficiency as defined in subparagraph 4. The proportionate-share formula provided in this subparagraph shall be applied only to those facilities that are determined to be significantly impacted by the project traffic under review. If any road is determined to be transportation deficient without the project traffic under review, the costs of correcting that deficiency shall be removed from the project's proportionate-share calculation and the necessary transportation improvements to correct that deficiency shall be considered to be in place for purposes of the proportionate-share calculation. The improvement necessary to correct the transportation deficiency is the funding responsibility of the entity that has maintenance responsibility for the facility. The development's proportionate share shall be calculated only for the needed transportation improvements that are greater than the identified deficiency.

c. When the provisions of subparagraph 1. and this subparagraph have been satisfied for a particular stage or phase of development, all transportation impacts from that stage or phase for which mitigation was required and provided shall be deemed fully mitigated in any transportation analysis for a subsequent stage or phase of development. Trips from a previous stage or phase that did not result in impacts for which mitigation was required or provided may be cumulatively analyzed with trips from a subsequent stage or phase to determine whether an impact requires mitigation for the subsequent stage or phase.

d. In projecting the number of trips to be generated by the development under review, any trips assigned to a toll-financed facility shall be eliminated from the analysis.

e. The applicant shall receive a credit on a dollar-for-dollar basis for impact fees, mobility fees, and other transportation concurrency mitigation requirements paid or payable in the future for the project. The credit shall be

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reduced up to 20 percent by the percentage share that the project's traffic represents of the added capacity of the selected improvement, or by the amount specified by local ordinance, whichever yields the greater credit.

3. This subsection does not require a local government to approve a development that, for reasons other than transportation impacts, is not qualified for approval pursuant to the applicable local comprehensive plan and land development regulations.

4. As used in this subsection, the term "transportation deficiency" means a facility or facilities on which the adopted level-of-service standard is exceeded by the existing, committed, and vested trips, plus additional projected background trips from any source other than the development project under review, and trips that are forecast by established traffic standards, including traffic modeling, consistent with the University of Florida's Bureau of Economic and Business Research medium population projections. Additional projected background trips are to be coincident with the particular stage or phase of development under review.

(i) If a local government elects to repeal transportation concurrency, the local government may ~~it is encouraged to~~ adopt an alternative transportation system that is mobility-plan and fee-based or an alternative transportation system that is not mobility-plan and fee-based. The local government ~~mobility funding system that uses one or more of the tools and techniques identified in paragraph (f). Any alternative mobility funding system adopted~~ may not use an alternative transportation system ~~be used~~ to deny, time, or phase an application for site plan approval, plat approval, final subdivision approval, building permits, or the functional equivalent of such approvals provided that the developer agrees to pay for the development's identified transportation impacts via the funding mechanism implemented by the local government. The revenue from the funding mechanism used in the alternative transportation system must be used to implement the needs of the local government's plan which serves as the basis for the fee imposed. An alternative transportation ~~A mobility fee-based funding~~ system must comply with s. 163.31801 governing impact fees. An alternative transportation system may not impose ~~that is not mobility fee-based shall not be applied in a manner that imposes~~ upon new development any responsibility for funding an existing transportation deficiency as defined in paragraph (h).

(j)1. If a county and municipality charge the developer of a new development or redevelopment a fee for transportation capacity impacts, the county and municipality must create and execute an interlocal agreement to coordinate the mitigation of their respective transportation capacity impacts.

2. The interlocal agreement must, at a minimum:

a. Ensure that any new development or redevelopment is not charged twice for the same transportation capacity impacts.

b. Establish a plan-based methodology for determining the legally permissible fee to be charged to a new development or redevelopment.

c. Require the county or municipality issuing the building permit to collect the fee, unless agreed to otherwise.

d. Provide a method for the proportionate distribution of the revenue collected by the county or municipality to address the transportation capacity impacts of a new development or redevelopment, or provide a method of assigning responsibility for the mitigation of the transportation capacity impacts belonging to the county and the municipality.

3. By October 1, 2025, if an interlocal agreement is not executed pursuant to this paragraph:

a. The fee charged to a new development or redevelopment shall be based on the transportation capacity impacts apportioned to the county and municipality as identified in the developer's traffic impact study or the mobility plan adopted by the county or municipality.

b. The developer shall receive a 10 percent reduction in the total fee calculated pursuant to sub-subparagraph a.

c. The county or municipality issuing the building permit must collect the fee charged pursuant to sub-subparagraphs a. and b. and distribute the proceeds of such fee to the county and municipality within 60 days after the developer's payment.

4. This paragraph does not apply to:

a. A county as defined in s. 125.011(1).

b. A county or municipality that has entered into, or otherwise updated, an existing interlocal agreement, as of October 1, 2024, to coordinate the mitigation of transportation impacts. However, if such existing interlocal agreement is terminated, the affected county and municipality that have entered into the agreement shall be subject to the requirements of this paragraph unless the county and municipality mutually agree to extend the existing interlocal agreement before the expiration of the agreement.

Section 3. Paragraph (a) of subsection (4), paragraph (a) of subsection (5), and subsection (7) of section 163.31801, Florida Statutes, are amended to read:

163.31801 Impact fees; short title; intent; minimum requirements; audits; challenges.—

(4) At a minimum, each local government that adopts and collects an impact fee by ordinance and each special district that adopts, collects, and administers an impact fee by resolution must:

(a) Ensure that the calculation of the impact fee is based on a study using the most recent and localized data available within 4 years of the current impact fee update. The new study must be adopted by the local government within 12 months of the initiation of the new impact fee study if the local government increases the impact fee.

(5)(a) Notwithstanding any charter provision, comprehensive plan policy, ordinance, development order, development permit, or resolution, the local government or special district that requires any improvement or contribution must credit against the collection of the impact fee any contribution, whether identified in a development order, proportionate share agreement, or any ~~other~~ form of exaction, related to public facilities or infrastructure, including monetary contributions, land dedication, site planning and design, or construction. Any contribution must be applied on a dollar-for-dollar basis at fair market value to reduce any impact fee collected for the general category or class of public facilities or infrastructure for which the contribution was made.

(7) If an impact fee is increased, the holder of any impact fee credits, whether such credits are granted under s. 163.3180, s. 380.06, or otherwise, which were in existence before the increase, is entitled to the full benefit of the intensity or density prepaid by the credit balance as of the date it was first established. If a local government adopts an alternative transportation system pursuant to s. 163.3180(5)(i), the holder of any transportation or road impact fee credits granted under s. 163.3180 or s. 380.06 or otherwise that were in existence before the adoption of the alternative transportation system is entitled to the full benefit of the intensity and density prepaid by the credit balance as of the date the alternative transportation system was first established.

Section 4. Paragraph (d) of subsection (2) of section 212.055, Florida Statutes, is amended to read:

212.055 Discretionary sales surtaxes; legislative intent; authorization and use of proceeds.—It is the legislative intent that any authorization for imposition of a discretionary sales surtax shall be published in the Florida Statutes as a subsection of this section, irrespective of the duration of the levy. Each enactment shall specify the types of counties authorized to levy; the rate or rates which may be imposed; the maximum length of time the surtax may be imposed, if any; the procedure which must be followed to secure voter approval, if required; the purpose for which the proceeds may be expended; and such other requirements as the Legislature may provide. Taxable transactions and administrative procedures shall be as provided in s. 212.054.

(2) LOCAL GOVERNMENT INFRASTRUCTURE SURTAX.—

(d) The proceeds of the surtax authorized by this subsection and any accrued interest shall be expended by the school district, within the county and municipalities within the county, or, in the case of a negotiated joint

county agreement, within another county, to finance, plan, and construct infrastructure; to acquire any interest in land for public recreation, conservation, or protection of natural resources or to prevent or satisfy private property rights claims resulting from limitations imposed by the designation of an area of critical state concern; to provide loans, grants, or rebates to residential or commercial property owners who make energy efficiency improvements to their residential or commercial property, if a local government ordinance authorizing such use is approved by referendum; or to finance the closure of county-owned or municipally owned solid waste landfills that have been closed or are required to be closed by order of the Department of Environmental Protection. Any use of the proceeds or interest for purposes of landfill closure before July 1, 1993, is ratified. The proceeds and any interest may not be used for the operational expenses of infrastructure, except that a county that has a population of fewer than 75,000 and that is required to close a landfill may use the proceeds or interest for long-term maintenance costs associated with landfill closure. Counties, as defined in s. 125.011, and charter counties may, in addition, use the proceeds or interest to retire or service indebtedness incurred for bonds issued before July 1, 1987, for infrastructure purposes, and for bonds subsequently issued to refund such bonds. Any use of the proceeds or interest for purposes of retiring or servicing indebtedness incurred for refunding bonds before July 1, 1999, is ratified.

1. For the purposes of this paragraph, the term "infrastructure" means:

a. Any fixed capital expenditure or fixed capital outlay associated with the construction, reconstruction, or improvement of public facilities that have a life expectancy of 5 or more years, any related land acquisition, land improvement, design, and engineering costs, and all other professional and related costs required to bring the public facilities into service. For purposes of this sub-subparagraph, the term "public facilities" means facilities as defined in s. 163.3164(41) ~~s. 163.3164(39)~~, s. 163.3221(13), or s. 189.012(5), and includes facilities that are necessary to carry out governmental purposes, including, but not limited to, fire stations, general governmental office buildings, and animal shelters, regardless of whether the facilities are owned by the local taxing authority or another governmental entity.

b. A fire department vehicle, an emergency medical service vehicle, a sheriff's office vehicle, a police department vehicle, or any other vehicle, and the equipment necessary to outfit the vehicle for its official use or equipment that has a life expectancy of at least 5 years.

c. Any expenditure for the construction, lease, or maintenance of, or provision of utilities or security for, facilities, as defined in s. 29.008.

d. Any fixed capital expenditure or fixed capital outlay associated with the improvement of private facilities that have a life expectancy of 5 or more years and that the owner agrees to make available for use on a temporary basis as needed by a local government as a public emergency shelter or a staging area for emergency response equipment during an emergency

officially declared by the state or by the local government under s. 252.38. Such improvements are limited to those necessary to comply with current standards for public emergency evacuation shelters. The owner must enter into a written contract with the local government providing the improvement funding to make the private facility available to the public for purposes of emergency shelter at no cost to the local government for a minimum of 10 years after completion of the improvement, with the provision that the obligation will transfer to any subsequent owner until the end of the minimum period.

e. Any land acquisition expenditure for a residential housing project in which at least 30 percent of the units are affordable to individuals or families whose total annual household income does not exceed 120 percent of the area median income adjusted for household size, if the land is owned by a local government or by a special district that enters into a written agreement with the local government to provide such housing. The local government or special district may enter into a ground lease with a public or private person or entity for nominal or other consideration for the construction of the residential housing project on land acquired pursuant to this sub-subparagraph.

f. Instructional technology used solely in a school district's classrooms. As used in this sub-subparagraph, the term "instructional technology" means an interactive device that assists a teacher in instructing a class or a group of students and includes the necessary hardware and software to operate the interactive device. The term also includes support systems in which an interactive device may mount and is not required to be affixed to the facilities.

2. For the purposes of this paragraph, the term "energy efficiency improvement" means any energy conservation and efficiency improvement that reduces consumption through conservation or a more efficient use of electricity, natural gas, propane, or other forms of energy on the property, including, but not limited to, air sealing; installation of insulation; installation of energy-efficient heating, cooling, or ventilation systems; installation of solar panels; building modifications to increase the use of daylight or shade; replacement of windows; installation of energy controls or energy recovery systems; installation of electric vehicle charging equipment; installation of systems for natural gas fuel as defined in s. 206.9951; and installation of efficient lighting equipment.

3. Notwithstanding any other provision of this subsection, a local government infrastructure surtax imposed or extended after July 1, 1998, may allocate up to 15 percent of the surtax proceeds for deposit into a trust fund within the county's accounts created for the purpose of funding economic development projects having a general public purpose of improving local economies, including the funding of operational costs and incentives related to economic development. The ballot statement must indicate the intention to make an allocation under the authority of this subparagraph.

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Section 5. This act shall take effect October 1, 2024.

Approved by the Governor June 25, 2024.

Filed in Office Secretary of State June 25, 2024.

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APPENDIX C

Impact Fee Act

(Florida Statute Section 163.31801)

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Title XI COUNTY ORGANIZATION AND INTERGOVERNMENTAL RELATIONS

Chapter 163 INTERGOVERNMENTAL PROGRAMS

SECTION 31801 Impact fees; short title; intent; minimum requirements; audits; challenges.

163.31801 Impact fees; short title; intent; minimum requirements; audits; challenges.—

(1) This section may be cited as the “Florida Impact Fee Act.”

(2) The Legislature finds that impact fees are an important source of revenue for a local government to use in funding the infrastructure necessitated by new growth. The Legislature further finds that impact fees are an outgrowth of the home rule power of a local government to provide certain services within its jurisdiction. Due to the growth of impact fee collections and local governments’ reliance on impact fees, it is the intent of the Legislature to ensure that, when a county or municipality adopts an impact fee by ordinance or a special district adopts an impact fee by resolution, the governing authority complies with this section.

(3) For purposes of this section, the term:

(a) “Infrastructure” means a fixed capital expenditure or fixed capital outlay, excluding the cost of repairs or maintenance, associated with the construction, reconstruction, or improvement of public facilities that have a life expectancy of at least 5 years; related land acquisition, land improvement, design, engineering, and permitting costs; and other related construction costs required to bring the public facility into service. The term also includes a fire department vehicle, an emergency medical service vehicle, a sheriff’s office vehicle, a police department vehicle, a school bus as defined in s. 1006.25, and the equipment necessary to outfit the vehicle or bus for its official use. For independent special fire control districts, the term includes new facilities as defined in s. 191.009(4).

(b) “Public facilities” has the same meaning as in s. 163.3164 and includes emergency medical, fire, and law enforcement facilities.

(4) At a minimum, each local government that adopts and collects an impact fee by ordinance and each special district that adopts, collects, and administers an impact fee by resolution must:

(a) Ensure that the calculation of the impact fee is based on a study using the most recent and localized data available within 4 years of the current impact fee update. The new study must be adopted by the local government within 12 months of the initiation of the new impact fee study if the local government increases the impact fee.

(b) Provide for accounting and reporting of impact fee collections and expenditures and account for the revenues and expenditures of such impact fee in a separate accounting fund.

(c) Limit administrative charges for the collection of impact fees to actual costs.

(d) Provide notice at least 90 days before the effective date of an ordinance or resolution imposing a new or increased impact fee. A local government is not required to wait 90 days to decrease, suspend, or eliminate an impact fee. Unless the result is to reduce the total mitigation costs or impact fees imposed on an applicant, new or increased impact fees may not apply to current or pending permit applications submitted before the effective date of a new or increased impact fee.

(e) Ensure that collection of the impact fee may not be required to occur earlier than the date of issuance of the building permit for the property that is subject to the fee.

(f) Ensure that the impact fee is proportional and reasonably connected to, or has a rational nexus with, the need for additional capital facilities and the increased impact generated by the new residential or commercial construction.

(g) Ensure that the impact fee is proportional and reasonably connected to, or has a rational nexus with, the expenditures of the funds collected and the benefits accruing to the new residential or nonresidential construction.

(h) Specifically earmark funds collected under the impact fee for use in acquiring, constructing, or improving capital facilities to benefit new users.

(i) Ensure that revenues generated by the impact fee are not used, in whole or in part, to pay existing debt or for previously approved projects unless the expenditure is reasonably connected to, or has a rational nexus with, the increased impact generated by the new residential or nonresidential construction.

(5)(a) Notwithstanding any charter provision, comprehensive plan policy, ordinance, development order, development permit, or resolution, the local government or special district that requires any improvement or contribution must credit against the collection of the impact fee any contribution, whether identified in a development order, proportionate share agreement, or any form of exaction related to public facilities or infrastructure, including monetary contributions, land dedication, site planning and design, or construction. Any contribution must be applied on a dollar-for-dollar basis at fair market value to reduce any impact fee collected for the general category or class of public facilities or infrastructure for which the contribution was made.

(b) If a local government or special district does not charge and collect an impact fee for the general category or class of public facilities or infrastructure contributed, a credit may not be applied under paragraph (a).

(6) A local government, school district, or special district may increase an impact fee only as provided in this subsection.

(a) An impact fee may be increased only pursuant to a plan for the imposition, collection, and use of the increased impact fees which complies with this section.

(b) An increase to a current impact fee rate of not more than 25 percent of the current rate must be implemented in two equal annual increments beginning with the date on which the increased fee is adopted.

(c) An increase to a current impact fee rate which exceeds 25 percent but is not more than 50 percent of the current rate must be implemented in four equal installments beginning with the date the increased fee is adopted.

(d) An impact fee increase may not exceed 50 percent of the current impact fee rate.

(e) An impact fee may not be increased more than once every 4 years.

(f) An impact fee may not be increased retroactively for a previous or current fiscal or calendar year.

(g) A local government, school district, or special district may increase an impact fee rate beyond the phase-in limitations established under paragraph (b), paragraph (c), paragraph (d), or paragraph (e) by establishing the need for such increase in full compliance with the requirements of subsection (4), provided the following criteria are met:

1. A demonstrated-need study justifying any increase in excess of those authorized in paragraph (b), paragraph (c), paragraph (d), or paragraph (e) has been completed within the 12 months before the adoption of the impact fee increase and expressly demonstrates the extraordinary circumstances necessitating the need to exceed the phase-in limitations.

2. The local government jurisdiction has held not less than two publicly noticed workshops dedicated to the extraordinary circumstances necessitating the need to exceed the phase-in limitations set forth in paragraph (b), paragraph (c), paragraph (d), or paragraph (e).

3. The impact fee increase ordinance is approved by at least a two-thirds vote of the governing body.

(h) This subsection operates retroactively to January 1, 2021.

(7) If an impact fee is increased, the holder of any impact fee credits, whether such credits are granted under s. 163.3180, s. 380.06, or otherwise, which were in existence before the increase, is entitled to the full benefit of the intensity or density prepaid by the credit balance as of the date it was first established. If a local government adopts an alternative transportation system pursuant to s. 163.3180(5)(i), the holder of any transportation or road impact fee credits granted under s. 163.3180 or s. 380.06 or otherwise that were in existence before the adoption of the alternative transportation system is entitled to the full benefit of the intensity and density prepaid by the credit balance as of the date the alternative transportation system was first established.

(8) A local government, school district, or special district must submit with its annual financial report required under s. 218.32 or its financial audit report required under s. 218.39 a separate affidavit signed by its chief financial officer or, if there is no chief financial officer, its executive officer attesting, to the best of his or her knowledge, that all impact fees were collected and expended by the local government, school district, or special district, or were collected and expended on its behalf, in full compliance with the spending period provision in the local ordinance or resolution, and that funds expended from each impact fee account were used only to acquire, construct, or improve specific infrastructure needs.

(9) In any action challenging an impact fee or the government’s failure to provide required dollar-for-dollar credits for the payment of impact fees as provided in s. 163.3180(6)(h)2.b., the government has the burden of proving by a preponderance of the evidence that the imposition or amount of the fee or credit meets the requirements of state legal precedent and this section. The court may not use a deferential standard for the benefit of the government.

(10) Impact fee credits are assignable and transferable at any time after establishment from one development or parcel to any other that is within the same impact fee zone or impact fee district or that is within an adjoining impact fee zone or impact fee district within the same local government jurisdiction and which receives benefits from the improvement or contribution that generated the credits. This subsection applies to all impact fee credits regardless of whether the credits were established before or after June 4, 2021.

(11) A county, municipality, or special district may provide an exception or waiver for an impact fee for the development or construction of housing that is affordable, as defined in s. 420.9071. If a county, municipality, or special district provides such an exception or waiver, it is not required to use any revenues to offset the impact.

(12) This section does not apply to water and sewer connection fees.

(13) In addition to the items that must be reported in the annual financial reports under s. 218.32, a local government, school district, or special district must report all of the following information on all impact fees charged:

(a) The specific purpose of the impact fee, including the specific infrastructure needs to be met, including, but not limited to, transportation, parks, water, sewer, and schools.

(b) The impact fee schedule policy describing the method of calculating impact fees, such as flat fees, tiered scales based on number of bedrooms, or tiered scales based on square footage.

(c) The amount assessed for each purpose and for each type of dwelling.

(d) The total amount of impact fees charged by type of dwelling.

(e) Each exception and waiver provided for construction or development of housing that is affordable.

History.—s. 9, ch. 2006-218; s. 1, ch. 2009-49; s. 5, ch. 2009-96; s. 5, ch. 2011-14; s. 1, ch. 2011-149; s. 1, ch. 2019-106; s. 5, ch. 2019-165; s. 5, ch. 2020-27; s. 1, ch. 2020-58; ss. 1, 2, ch. 2021-63; s. 3, ch. 2024-2

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APPENDIX D

Traffic Characteristics Data

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APPENDIX D: CITY OF FLAGLER BEACH TRAFFIC CHARACTERISTICS DATA (MOBILITY STUDY AREA)

Limits, Classification, Ownership					Roadway Characteristics									Vehicles Miles of Travel & Capacity							
Street Name	From Street	To Street	Functional Classification	Maintaining Entity	FDOT Context Classification	Travel Lanes	Speed Limit	Length (mi)	LOS Standard	AADT	Year of Count	Daily Capacity	Growth Factor	2026 DAILY TRAFFIC	2026 VMT	2026 VMC	2050 DAILY TRAFFIC	2050 VMT	2050 VMC	2025 V/C	2050 V/C
SR A1A (OCEAN SHORE BLVD)	OCEAN MARINA DR	N 13 ST	Minor Arterial	FDOT	C4	2	45	1.42	D	7,700	2024	14,080	2.41%	8,080	11,470	19,990	15,010	21,310	19,990	0.57	1.07
SR A1A (OCEAN SHORE BLVD)	N 13 ST	N 3RD ST	Minor Arterial	FDOT	C4	2	35	0.61	D	7,700	2024	14,080	2.41%	8,080	4,930	8,590	15,010	9,160	8,590	0.57	1.07
SR A1A (OCEAN SHORE BLVD)	N 3RD ST	MOODY BLVD (SR 100)	Minor Arterial	FDOT	C4	2	25	0.10	D	7,700	2024	14,080	2.41%	8,080	810	1,410	15,010	1,500	1,410	0.57	1.06
SR A1A (OCEAN SHORE BLVD)	MOODY BLVD (SR 100)	S 14 ST	Minor Arterial	FDOT	C4	2	25	0.78	D	7,800	2024	10,267	2.41%	8,180	6,380	8,010	15,190	11,850	8,010	0.80	1.48
SR A1A (OCEAN SHORE BLVD)	S 14 ST	S 20TH ST	Minor Arterial	FDOT	C3R	2	25	1.60	D	5,100	2024	17,920	2.41%	5,350	8,560	28,670	9,940	15,900	28,670	0.30	0.55
SR A1A (OCEAN SHORE BLVD)	S 20TH ST	S 25TH ST	Minor Arterial	FDOT	C3R	2	35	0.70	D	5,100	2024	17,920	2.41%	5,350	3,740	12,540	9,940	6,960	12,540	0.30	0.56
SR A1A (OCEAN SHORE BLVD)	S 25TH ST	GAMBLE ROGERS ST REC	Minor Arterial	FDOT	C3R	2	45	0.90	D	5,100	2024	17,920	2.41%	5,350	4,820	16,130	9,940	8,950	16,130	0.30	0.55
SR A1A (OCEAN SHORE BLVD)	GAMBLE ROGERS ST REC	S CENTRAL AVE	Minor Arterial	FDOT	C1	2	45	0.28	D	5,300	2024	11,200	2.41%	5,560	1,560	3,140	10,330	2,890	3,140	0.50	0.92
SR A1A (OCEAN SHORE BLVD)	CENTRAL AVE (S)	VOLUSIA CO LINE	Minor Arterial	FDOT	C3R	2	45	0.61	D	5,300	2024	17,920	2.41%	5,560	3,390	10,930	10,330	6,300	10,930	0.31	0.58
COLBERT LN	ROBERTS RD	MOODY BLVD (SR 100)	Major Collector	COUNTY	C3R	2	55	1.29	D	4,100	2024	24,640	2.41%	4,300	5,550	31,790	7,990	10,310	31,790	0.17	0.32
FLAGLER AVE	N 10 ST	S 7TH ST	Local	CITY	C2T	2	20	0.77	D	1,250	2024	7,560	2.41%	1,310	1,010	5,820	2,430	1,870	5,820	0.17	0.32
I-95	NORTH BOUNDARY OF MOBILITY STUDY AREA (MSA)	MOODY BLVD (SR 100)	Limited Access	FDOT	Urbanized	6	70	0.62	D	92,438	2024	191,022	2.59%	97,290	60,320	118,430	189,150	117,270	118,430	0.51	0.99
I-95	MOODY BLVD (SR 100)	SOUTH BOUNDARY OF MOBILITY STUDY AREA (MSA)	Limited Access	FDOT	Urbanized	6	70	0.46	D	86,500	2024	191,022	2.59%	91,040	41,880	87,870	177,000	81,420	87,870	0.48	0.93
JOHN ANDERSON HWY (CR 201)	MOODY BLVD (SR 100)	AVE A	Minor Collector	COUNTY	C3R	2	55	0.33	D	1,450	2024	24,640	2.41%	1,520	500	8,130	2,820	930	8,130	0.06	0.11
JOHN ANDERSON HWY (CR 201)	AVE A	VOLUSIA CO LINE	Minor Collector	COUNTY	C3R	2	45	3.60	D	1,450	2024	16,128	2.41%	1,520	5,470	58,060	2,820	10,150	58,060	0.09	0.17
LAMBERT AVE	CENTER OF CUL-DE-SAC	PALM DR	Minor Collector	CITY	C3R	2	35	1.48	D	600	2024	12,544	2.41%	630	930	18,570	1,170	1,730	18,570	0.05	0.09
OLD KINGS RD	NORTH BOUNDARY OF MOBILITY STUDY AREA (MSA)	MOODY BLVD (SR 100)	Minor Arterial	PALM COAST	C3R	4	45	0.71	D	9,200	2024	35,249	2.41%	9,650	6,850	25,030	17,920	12,720	25,030	0.27	0.51
OLD KINGS RD	MOODY BLVD	CRAIG FLAGLER PALMS FUNERAL HOME	Major Collector	PALM COAST	C3C	2	45	0.52	D	3,300	2024	19,530	2.41%	3,460	1,800	10,160	6,430	3,340	10,160	0.18	0.33
MOODY BLVD (SR 100)	I-95	OLD KINGS RD	Principal Arterial	FDOT	C3C	4	45	0.31	D	29,000	2024	38,430	2.41%	30,410	9,430	11,910	56,480	17,510	11,910	0.79	1.47
MOODY BLVD (SR 100)	OLD KINGS RD	COLBERT LN	Principal Arterial	FDOT	C3C	4	55	1.54	D	23,649	2024	46,970	2.41%	24,800	38,190	72,330	46,060	70,930	72,330	0.53	0.98
MOODY BLVD (SR 100)	COLBERT LN	BEACH VILLAGE HWY	Principal Arterial	FDOT	C3C	4	45	0.31	D	18,000	2024	38,430	2.41%	18,880	18,120	36,890	35,070	33,670	36,890	0.49	0.91
MOODY BLVD (SR 100)	BEACH VILLAGE HWY	JOHN ANDERSON HWY (CR 201)	Principal Arterial	FDOT	C3C	4	55	0.16	D	18,000	2024	38,430	2.41%	18,880	3,960	8,070	35,070	7,360	8,070	0.49	0.91
MOODY BLVD (SR 100)	BEACH VILLAGE HWY	S FLAGLER AVE	Principal Arterial	FDOT	C3R	4	45	0.96	D	18,000	2024	39,165	2.41%	18,880	3,960	8,220	35,070	7,360	8,220	0.48	0.90
MOODY BLVD (SR 100)	S FLAGLER AVE	SR A1A (OCEAN SHORE BLVD)	Principal Arterial	FDOT	C2T	4	35	0.21	D	14,900	2024	31,400	2.41%	15,630	3,280	6,590	29,030	6,100	6,590	0.50	0.93
PALM DR	MOODY BLVD (SR 100)	PALM DR	Minor Collector	CITY	C3R	2	25	0.42	D	1,150	2024	11,200	2.41%	1,210	510	4,700	2,250	950	4,700	0.11	0.20
ROBERTS RD	COLBERT LN	MOODY BLVD (SR 100)	Minor Collector	COUNTY	C3C	2	35	1.51	D	1,450	2024	15,190	2.41%	1,520	2,300	22,940	2,820	4,260	22,940	0.10	0.19

Source: Traffic data provided by Florida Department of Transportation. LOS Standards based on City of Flagler Beach and Flagler County adopted Comprehensive Plans. Daily Capacity based on FDOT Generalized Service Tables. Growth factors based on FDOT Trend Analysis Spreadsheet. VMT is length x AADT. VMC is length x Daily Capacity. 2050 AADT and VMT derived by applying growth rates. The VMT data were calculated based on applying the annual growth rate per segment based on the most recently adopted regional travel demand model.

APPENDIX E

2022 National Household Travel Survey Data

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APPENDIX E: NATIONAL HOUSEHOLD TRAVEL SURVEY (NHTS): FIVE (5) MILES OR LESS

TRIP PURPOSE	PERSON TRIPS (PT)	PERSON TRIP FACTOR (PTf)	PERSON MILES OF TRAVEL (PMT)	PERSON MILES OF TRAVEL FACTOR (PMTf)	PERSON TRIP LENGTH (PTL)	VEHICLE TRIPS (VT)	VEHICLE MILES OF TRAVEL (VMT)	VEHICLE TRIP LENGTH (VTL)	VEHICLE OCCUPANCY (VO)
HOME	3,932,291,682	1.60	10,792,409,517	1.56	2.74	2,463,630,415	6,939,214,919	2.82	1.23
WORK	1,188,581,608	1.39	3,293,643,881	1.30	2.77	855,210,334	2,526,312,408	2.95	1.25
PERSONAL ERRANDS	1,619,424,573	1.93	3,336,135,398	1.60	2.06	840,002,681	2,086,971,077	2.48	2.09
COMMUNITY SERVING	141,594,946	1.91	419,347,708	1.47	2.96	74,141,794	285,226,140	3.85	1.41
SOCIAL / VACATION	328,251,344	1.76	752,937,845	2.06	2.29	186,634,460	366,015,360	1.96	1.16
SCHOOL	281,934,087	1.69	792,330,010	1.56	2.81	166,341,111	507,091,206	3.05	1.00
FAMILY CARE	26,639,230	1.72	59,290,641	2.00	2.23	15,467,349	29,645,321	1.92	2.00
MEDICAL / DENTAL	140,250,315	1.19	477,496,017	1.21	3.40	117,673,642	393,070,220	3.34	1.11
BUY MEALS	834,372,341	1.53	2,308,892,244	1.49	2.77	547,057,372	1,549,449,191	2.83	1.60
BUY GOODS	1,579,055,729	1.57	3,584,946,315	1.66	2.27	1,006,987,932	2,157,169,684	2.14	1.48
EXERCISE	317,077,246	1.67	648,822,440	1.54	2.05	190,246,348	421,085,764	2.21	1.40
RECREATION / ENTERTAINMENT	287,520,465	1.64	464,045,784	1.54	1.61	175,387,484	301,629,760	1.72	2.97
TOTAL	10,676,993,566	1.61	26,930,297,800	1.53	2.52	6,638,780,921	17,562,881,050	2.65	1.57

Source: 2022 National Household Travel Survey (NHTS). Summary of Trip Purpose for South Atlantic MSA/CMSA less than 1 million population. Average of trips based on trip lengths of 5 Miles or Less.

APPENDIX F

Planning Level Cost (PLC) & Person Miles of Capacity

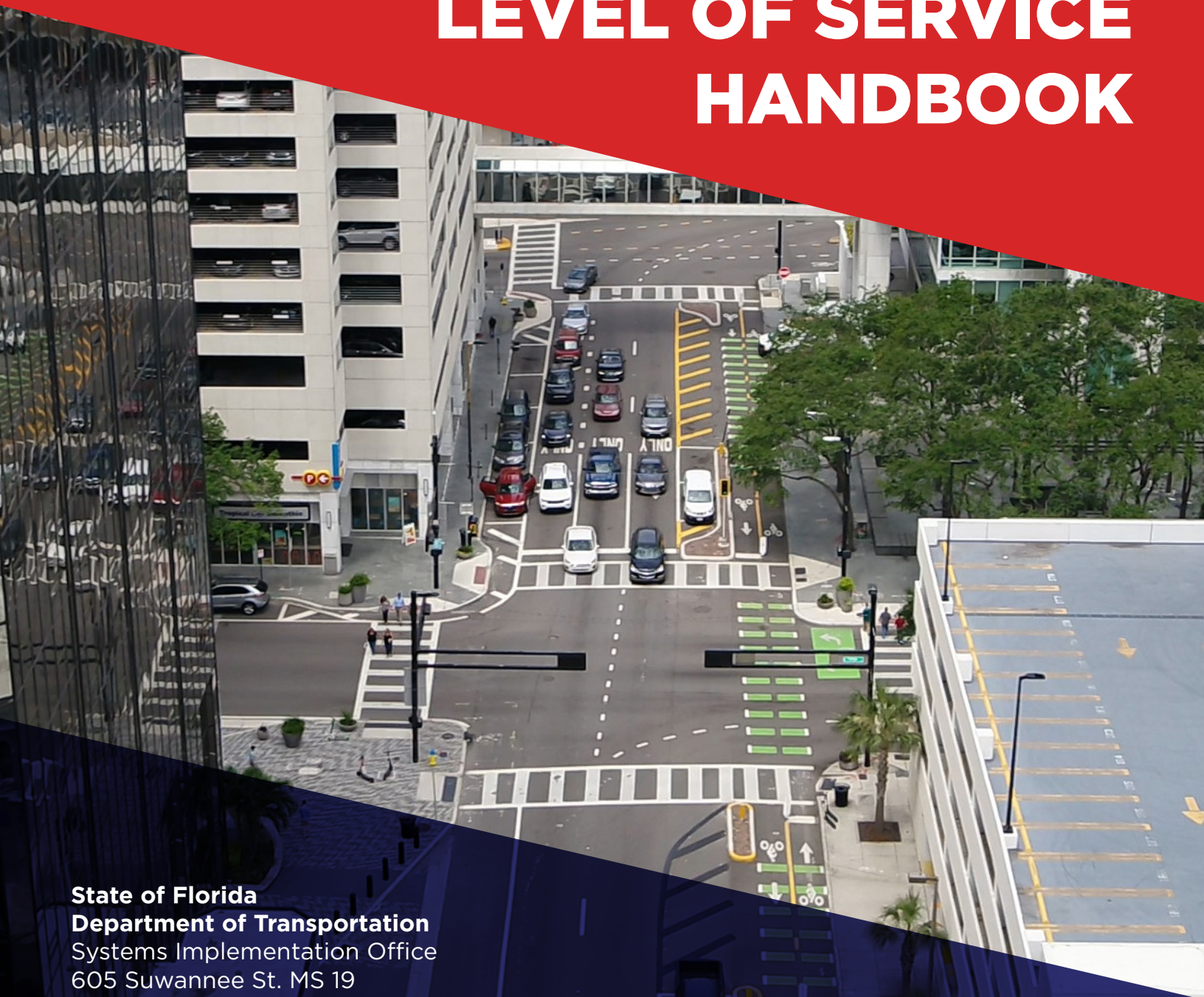
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APPENDIX F: PLANNING LEVEL COST AND PERSON MILES OF CAPACITY

PLC & PMC Note	PROJECT TYPE	Unit of Measure (UoM)	PLANNING LEVEL COST (PLC)	PERSON MILES OF CAPACITY (PMC)
5	Access Management & Corridor Study	per Project	$150,000	515
10	Context Sensitive Enhancement	per Mile	$4,000,000	10,000
15	Curbless Shared Street	per Mile	$20,000,000	27,000
20	*Flagler County Mobility on Demand (MoD)*	*per Project*	*$6,254,240*	*38,528*
25	*Flagler County Bus Red Route*	*per Project*	*$11,813,543*	*194,275*
30	*Flagler County Bus Beach Line*	*per Project*	*$11,317,403*	*390,208*
35	Intersection Improvement (Traffic Signal)	per Project	$500,000	2,400
40	Intersection Improvement (Turn Lane)	per Project	$350,000	4,600
45	Mobility Hub	per Project	$500,000	1,718
50	Mobility Hub Evaluation	per Project	$150,000	515
55	Moody Blvd Bridge Shared Use Path	per Mile	$5,000,000	12,600
60	Multi-Use Trail	per Mile	$1,500,000	7,200
65	SUNTrail	per Mile	$5,000,000	7,200
70	New Two (2) Lane Complete Street	per Mile	$12,500,000	19,500
75	One-Way Pair Evaluation	per Project	$50,000	172
80	Pier District (Pedestrian Priority Area)	per Mile	$18,000,000	27,000
85	Primary Multimodal Corridor	per Mile	$2,000,000	12,600
90	Reconfiguration aka. Lane Repurposing	per Mile	$18,000,000	16,000
95	Roundabout (Small, 1-Lane)	per Project	$1,500,000	4,000
100	Roundabout (Large, 2-Lane)	per Project	$3,600,000	8,000
105	Sidewalk (5ft)	per Mile	$420,000	2,400
110	Two (2) Lane Divided Reconstruction	per Mile	$7,000,000	30,000
115	Upgrade to Collector	per Mile	$1,500,000	7,600
120	Water Taxi	per Project	$4,000,000	960
125	Widen from Two (2) to Four (4) Lanes	per Mile	$25,000,000	22,500
130	Widen from Four (4) to Six (6) Lanes	per Mile	$22,500,000	20,000

Note: Costs for Flagler County transit projects were obtained from the FY 2026-2035 Transportation Development Plan and are not included as part of the basis for the Flagler Beach Mobility Fee; Multimodal capacities are calculated based on the latest FDOT Quality of Service Handbook and Shared Use Path Level of Service Report.

2023 MULTIMODAL QUALITY/ LEVEL OF SERVICE HANDBOOK



State of Florida
Department of Transportation
Systems Implementation Office
605 Suwannee St. MS 19
Tallahassee, FL 32399

www.fdot.gov/planning
January 2023

Appendix B: Florida's Generalized Service Volume Tables

Limited Access

Freeway Generalized Service Volume Tables

Peak Hour Directional

	B	C	D	E
(Core Urbanized)				
2 Lane	2,400	3,170	3,970	4,150
3 Lane	3,390	4,600	5,810	6,130
4 Lane	4,340	6,060	7,700	8,170
5 Lane	5,480	7,450	9,680	10,390
6 Lane	6,630	9,220	11,520	12,760
(Urbanized)				
2 Lane	2,500	3,300	4,070	4,240
3 Lane	3,570	4,900	6,080	6,360
4 Lane	4,720	6,500	8,090	8,490
5 Lane	5,790	8,020	10,020	10,610
(Transitioning)				
2 Lane	2,430	3,180	3,790	3,910
3 Lane	3,520	4,670	5,610	5,870
4 Lane	4,630	6,170	7,440	7,830
5 Lane	5,690	7,640	9,220	9,800
(Rural)				
2 Lane	2,010	2,770	3,270	3,650
3 Lane	2,820	3,990	4,770	5,470
4 Lane	3,630	5,220	6,260	7,300

Peak Hour Two-Way

	B	C	D	E
(Core Urbanized)				
4 Lane	4,360	5,760	7,220	7,550
6 Lane	6,160	8,360	10,560	11,150
8 Lane	7,890	11,020	14,000	14,850
10 Lane	9,960	13,550	17,600	18,890
12 Lane	12,050	16,760	20,950	23,200
(Urbanized)				
4 Lane	4,550	6,000	7,400	7,710
6 Lane	6,490	8,910	11,050	11,560
8 Lane	8,580	11,820	14,710	15,440
10 Lane	10,530	14,580	18,220	19,290
(Transitioning)				
4 Lane	4,420	5,780	6,890	7,110
6 Lane	6,400	8,490	10,200	10,670
8 Lane	8,420	11,220	13,530	14,240
10 Lane	10,350	13,890	16,760	17,820
(Rural)				
4 Lane	3,650	5,040	5,950	6,640
6 Lane	5,130	7,250	8,670	9,950
8 Lane	6,600	9,490	11,380	13,270

AADT

	B	C	D	E
(Core Urbanized)				
4 Lane	51,300	67,800	84,900	88,800
6 Lane	72,500	98,400	124,200	131,200
8 Lane	92,800	129,600	164,700	174,700
10 Lane	117,200	159,400	207,100	222,200
12 Lane	141,800	197,200	246,500	272,900
(Urbanized)				
4 Lane	50,600	66,700	82,200	85,700
6 Lane	72,100	99,000	122,800	128,400
8 Lane	95,300	131,300	163,400	171,600
10 Lane	117,000	162,000	202,400	214,300
(Transitioning)				
4 Lane	45,100	59,000	70,300	72,600
6 Lane	65,300	86,600	104,100	108,900
8 Lane	85,900	114,500	138,100	145,300
10 Lane	105,600	141,700	171,000	181,800
(Rural)				
4 Lane	34,800	48,000	56,700	63,200
6 Lane	48,900	69,000	82,600	94,800
8 Lane	62,900	90,400	108,400	126,400

Adjustment Factors

Auxiliary Lanes Present in Analysis Direction Adjustment: +1,000
Ramp Metering Present Adjustment: Multiply by 1.05

Auxiliary Lanes Present in Analysis Direction Adjustment: +1,800
Ramp Metering Present Adjustment: Multiply by 1.05

Auxiliary Lanes Present in Analysis Direction Adjustment: +20,000
Ramp Metering Present Adjustment: Multiply by 1.05

This table does not constitute a standard and should be used only for general planning applications. The table should not be used for corridor or intersection design, where more refined techniques exist.

Limited Access

Input Parameters

Roadway Characteristics

	Core Urbanized	Urbanized	Transitioning	Rural
Number of Lanes (one direction)	2-6	2.5	2-5	2-4
Posted Speed (mph)	65	70	70	70
Auxiliary Lanes	No	No	No	No
Lane Width (feet)	12	12	12	12
Total Ramp Density (ramps/mile)	1.33	2.67	0.50	0.17
Facility Length (miles)	3	3	6	18
Terrain	Level	Level	Level	Level

Traffic Characteristics

	Core Urbanized	Urbanized	Transitioning	Rural
Planning Analysis Hour Factor (K)	0.085	0.090	0.098	0.105
Directional Distribution Factor (D)	0.55	0.55	0.55	0.55
Peak Hour Factor (PHF)	0.95	0.95	0.92	0.88
Base Free Flow Speed (mph)	70	75	75	75
Heavy Vehicle Percent (%)	4%	4%	9%	12%
Speed Adjustment Factor (SAF)	0.975	0.975	0.975	0.975
Capacity Adjustment Factor (CAF)	0.968	0.968	0.968	0.968

C1 & C2

Motor Vehicle Highway Generalized Service Volume Tables



(C1-Natural & C2-Rural)

Peak Hour Directional

	B	C	D	E
1 Lane	240	430	730	1,490
2 Lane	1,670	2,390	2,910	3,340
3 Lane	2,510	3,570	4,370	5,010

Peak Hour Two-Way

	B	C	D	E
2 Lane	440	780	1,330	2,710
4 Lane	3,040	4,350	5,290	6,070
6 Lane	4,560	6,490	7,950	9,110

AADT

	B	C	D	E
2 Lane	4,600	8,200	14,000	28,500
4 Lane	32,000	45,800	55,700	63,900
6 Lane	48,000	68,300	83,700	95,900

Adjustment Factors

2 Lane Divided Roadway with Exclusive Left Turn Adjustment: Multiply by 1.05
Multilane Undivided Highway with Exclusive Left Turn Adjustment: Multiply by 0.95
Multilane Undivided Highway without Exclusive Left Turn Adjustment:: Multiply by 0.75

This table does not constitute a standard and should be used only for general planning applications. The table should not be used for corridor or intersection design, where more refined techniques exist.

C1 & C2

Input Parameters

Roadway Characteristics

	C1	C2
Number of Lanes (one direction)	1	2-3
Posted Speed (mph)	55	55
Base Free Flow Speed (mph)	60	60
Median Type	Undivided	Divided
Shoulder Width (feet)	3	6
Lane Width (feet)	12	12
% No Passing Zone	20%	
Access-Point Density (access/mile)	2	2
Terrain	Level	Level

Traffic Characteristics

	C1	C2
Planning Analysis Hour Factor (K)	0.095	0.095
Directional Distribution Factor (D)	0.55	0.55
Peak Hour Factor (PHF)	0.88	0.88
Heavy Vehicle Percent (%)	5%	10%
Speed Adjustment Factor (SAF)	0.975	0.975
Capacity Adjustment Factor (CAF)	0.968	0.968

C3C & C3R

Motor Vehicle Arterial Generalized Service Volume Tables



(C3C-Suburban Commercial)

Peak Hour Directional

	B	C	D	E
1 Lane	*	760	1,070	**
2 Lane	*	1,520	1,810	**
3 Lane	*	2,360	2,680	**
4 Lane	*	3,170	3,180	**

Peak Hour Two-Way

	B	C	D	E
2 Lane	*	1,380	1,950	**
4 Lane	*	2,760	3,290	**
6 Lane	*	4,290	4,870	**
8 Lane	*	5,760	5,780	**

AADT

	B	C	D	E
2 Lane	*	15,300	21,700	**
4 Lane	*	30,700	36,600	**
6 Lane	*	47,700	54,100	**
8 Lane	*	64,000	64,200	**



(C3R-Suburban Residential)

	B	C	D	E
1 Lane	*	970	1,110	**
2 Lane	*	1,700	1,850	**
3 Lane	*	2,620	2,730	**

	B	C	D	E
2 Lane	*	1,760	2,020	**
4 Lane	*	3,090	3,360	**
6 Lane	*	4,760	4,960	**

	B	C	D	E
2 Lane	*	19,600	22,400	**
4 Lane	*	34,300	37,300	**
6 Lane	*	52,900	55,100	**

Adjustment Factors

The peak hour directional service volumes should be adjust by multiplying by 1.2 for one-way facilities
The AADT service volumes should be adjusted by multiplying 0.6 for one way facilities 2 Lane Divided Roadway with an Exclusive Left Turn Lane(s): Multiply by 1.05
2 lane Undivided Roadway with No Exclusive Left Turn Lane(s): Multiply by 0.80
Exclusive right turn lane(s): Multiply by 1.05
Multilane Undivided Roadway with an Exclusive Left Turn Lane(s): Multiply by 0.95
Multilane Roadway with No Exclusive Left Turn Lane(s): Multiply by 0.75
Non-State Signalized Roadway: Multiply by 0.90

This table does not constitute a standard and should be used only for general planning applications. The table should not be used for corridor or intersection design, where more refined techniques exist.
* Cannot be achieved using table input value defaults.
** Not applicable for that level of service letter grade. For the automobile mode, volumes greater than level of service D become F because intersection capacities have been reached.

C3C & C3R

Input Parameters

Roadway Characteristics

	C3C	C3R
Number of Lanes (one direction)	1-4	1-3
Posted Speed (mph)	45	45
Facility Length (miles)	3.98	2.57

Traffic Characteristics

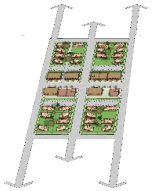
	C3C		C3R	
Planning Analysis Hour Factor (K)	0.09		0.09	
Directional Distribution Factor (D)	0.55		0.55	
Peak Hour Factor (PHF)	0.95		0.92	
Base Saturation Flow Rate	1,950		1,950	
Heavy Vehicle Percent (%)	4		4	
Lane Width	12		12	
Median Type	Non Restrictive (1 lane)	Restrictive (2,3,4 lanes)	Non Restrictive (1 lane)	Restrictive (2,3 lanes)
Roadway Edge Type	Curbed		Flush	
On-Street Parking	None		None	

Control Characteristics

	C3C		C3R
Cycle Length	160		190
Major Street Through g/c	0.5 (1,2,3 lanes)	0.45 (4 lanes)	0.5
Yellow Change Interval	5.1		5.1
Red Change Interval	2		2
Number of Signals	10		5

C2T, C4, C5, & C6

Motor Vehicle Arterial Generalized Service Volume Tables



(C2T-Rural Town)

Peak Hour Directional

	B	C	D	E
1 Lane	*	720	940	**
2 Lane	*	1,140	1,640	**
3 Lane	*	2,120	2,510	**

Peak Hour Two-Way

	B	C	D	E
2 Lane	*	1,310	1,710	**
4 Lane	*	2,070	2,980	**
6 Lane	*	3,850	4,560	**

AADT

	B	C	D	E
2 Lane	*	13,800	18,000	**
4 Lane	*	21,800	31,400	**
6 Lane	*	40,500	48,000	**



(C4-Urban General)

	B	C	D	E
1 Lane	*	*	870	1,190
2 Lane	*	1,210	1,790	2,020
3 Lane	*	2,210	2,810	2,990
4 Lane	*	2,590	3,310	3,510

	B	C	D	E
2 Lane	*	*	1,580	2,160
4 Lane	*	2,200	3,250	3,670
6 Lane	*	4,020	5,110	5,440
8 Lane	*	4,710	6,020	6,380

	B	C	D	E
2 Lane	*	*	17,600	24,000
4 Lane	*	24,400	36,100	40,800
6 Lane	*	44,700	56,800	60,400
8 Lane	*	52,300	66,900	70,900

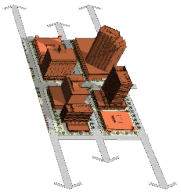


(C5-Urban Center)

	B	C	D	E
1 Lane	*	*	690	1,080
2 Lane	*	1,290	1,900	2,130
3 Lane	*	1,410	2,670	3,110
4 Lane	*	2,910	3,560	3,640

	B	C	D	E
2 Lane	*	*	1,250	1,960
4 Lane	*	2,350	3,450	3,870
6 Lane	*	2,560	4,850	5,650
8 Lane	*	5,290	6,470	6,620

	B	C	D	E
2 Lane	*	*	13,900	21,800
4 Lane	*	26,100	38,300	43,000
6 Lane	*	28,400	53,900	62,800
8 Lane	*	58,800	71,900	73,600



(C6-Urban Core)

	B	C	D	E
1 Lane	*	***	790	1,030
2 Lane	*	***	1,490	1,920
3 Lane	*	***	2,730	2,940
4 Lane	*	***	3,250	3,490

	B	C	D	E
2 Lane	*	***	1,440	1,870
4 Lane	*	***	2,710	3,490
6 Lane	*	***	4,960	5,350
8 Lane	*	***	5,910	6,350

	B	C	D	E
2 Lane	*	***	16,000	20,800
4 Lane	*	***	30,100	38,800
6 Lane	*	***	55,100	59,400
8 Lane	*	***	65,700	70,600

Adjustment Factors

The peak hour directional service volumes should be adjust by multiplying by 1.2 for one-way facilities
The AADT service volumes should be adjusted by multiplying 0.6 for one way facilities 2 Lane Divided Roadway with an Exclusive Left Turn Lane(s): Multiply by 1.05
2 lane Undivided Roadway with No Exclusive Left Turn Lane(s): Multiply by 0.80
Exclusive right turn lane(s): Multiply by 1.05
Multilane Undivided Roadway with an Exclusive Left Turn Lane(s): Multiply by 0.95
Multilane Roadway with No Exclusive Left Turn Lane(s): Multiply by 0.75
Non-State Signalized Roadway: Multiply by 0.90

This table does not constitute a standard and should be used only for general planning applications. The table should not be used for corridor or intersection design, where more refined techniques exist.
* Cannot be achieved using table input value defaults.
** Not applicable for that level of service letter grade. For the automobile mode, volumes greater than level of service D become F because intersection capacities have been reached.

C2T, C4, C5, & C6

Input Parameters

Roadway Characteristics

	C2T	C4	C5	C6
Number of Lanes (one direction)	1-3	1-4	1-4	1-4
Posted Speed (mph)	40	45	35	30
Facility Length (miles)	0.78	1.83	1.18	0.74
Number of Signals	4	9	9	7

Traffic Characteristics

	C2T	C4	C5	C6
Planning Analysis Hour Factor (K)	0.095	0.09	0.09	0.09
Directional Distribution Factor (D)	0.55	0.55	0.55	0.55
Peak Hour Factor (PHF)	0.92	0.95	0.95	0.95
Base Saturation Flow Rate	1,700	1,950	1,950	1,950
Heavy Vehicle Percent (%)	5	3	2	2
Lane Width	11	11	10	10
Median Type	Non Restrictive	Non Restrictive	Non Restrictive	Non Restrictive
Roadway Edge Type	Curb	Curb	Curb	Curb
On-Street Parking	50%	100%	100%	100%

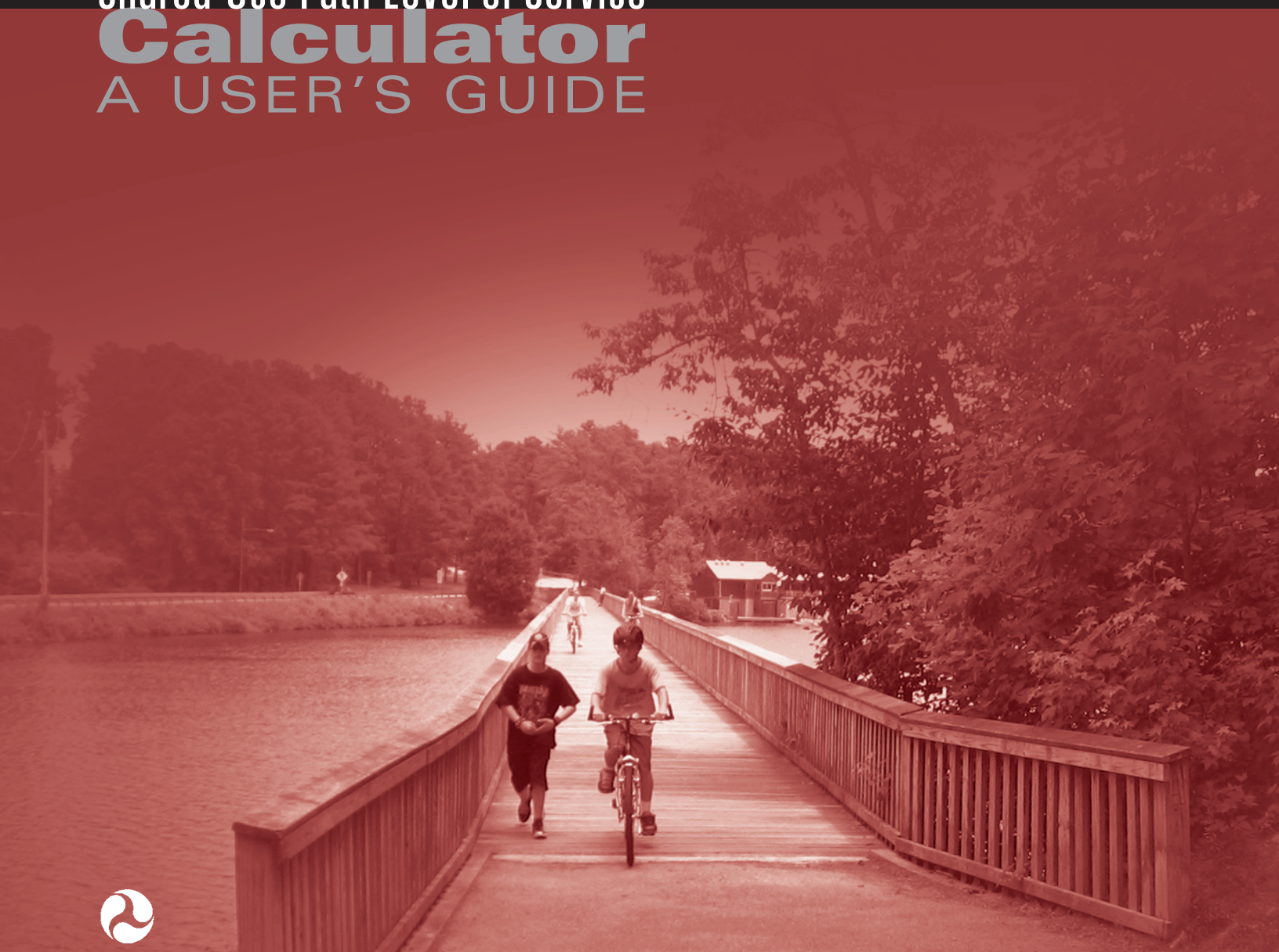
Signal Characteristics

	C2T	C4		C5		C6	
Cycle Length	90	170		150		120	
Major Street Through g/c	0.47	0.52 (1,2,3 lanes)	0.47 (4 lanes)	0.55 (1,2,3 lanes)	0.48 (4 lanes)	0.52 (1,2,3 lanes)	0.46 (4 lanes)
Yellow Change Interval	4.4	4.8		4		3.7	
Red Change Interval	2	2		2		2	

July 2006

Shared-Use Path Level of Service Calculator

A USER'S GUIDE



U.S. Department of Transportation
Federal Highway Administration

Research, Development, and Technology
Turner-Fairbank Highway Research Center
6300 Georgetown Pike
McLean, VA 22101-2296

Pedestrian and Bicycle Safety

APPENDIX C. LOS LOOK-UP TABLES

Table 12. Shared-use path level of service look-up table, typical mode split.

		Trail Width (feet)						
		8	10	12	14	16	18	20
Trail Volume (One Direction per Hour)	25	B	B	B	B	A	A	A
	50	D	C	B	B	A	A	A
	75	D	C	B	B	B	A	A
	100	D	D	B	B	B	A	A
	150	E	D	C	C	B	B	B
	200	F	E	D	C	C	B	B
	250	F	F	D	D	C	C	C
	300	F	F	E	E	D	C	C
	400	F	F	F	F	E	E	E
	500	F	F	F	F	F	F	F
	600	F	F	F	F	F	F	F
	800	F	F	F	F	F	F	F
	1000	F	F	F	F	F	F	F

1 ft = 0.3 m

Table Assumptions

Mode split is 55% adult bicyclists, 20% pedestrians, 10% runners, 10% in-line skaters, and 5% child bicyclists.

An equal number of trail users travel in each direction (the model uses a 50%/50% directional split).

Trail volume represents the actual number of users counted in the field (the model adjusts this volume based on a peak hour factor of 0.85).

Trail has a centerline.

Table 13. Shared-use path level of service look-up table, high bicycle mode split.

		Trail Width (feet)						
		8	10	12	14	16	18	20
Trail Volume (One Direction per Hour)	25	A	A	A	A	A	A	A
	50	B	B	B	B	A	A	A
	75	B	B	B	B	A	A	A
	100	D	C	B	B	A	A	A
	150	D	C	B	B	B	A	A
	200	E	D	C	B	B	B	A
	250	E	D	C	C	B	B	B
	300	F	E	C	C	B	B	B
	400	F	F	D	D	C	C	B
	500	F	F	E	E	C	C	C
	600	F	F	F	F	D	D	D
	800	F	F	F	F	E	E	E
	1000	F	F	F	F	F	F	F

1 ft = 0.3 m

Table Assumptions

Mode split is 75% adult bicyclists, 7.5% pedestrians, 7.5% runners, 5% in-line skaters, and 5% child bicyclists.

An equal number of trail users travel in each direction (the model uses a 50%/50% directional split).

Trail volume represents the actual number of users counted in the field (the model adjusts this volume based on a peak hour factor of 0.85).

Trail has a centerline.

Table 14. Shared-use path level of service look-up table, high pedestrian mode split.

		Trail Width (feet)						
		8	10	12	14	16	18	20
Trail Volume (One Direction per Hour)	25	B	B	B	B	A	A	A
	50	D	C	B	B	B	A	A
	75	E	D	C	B	B	B	B
	100	F	E	C	C	C	B	B
	150	F	F	E	D	D	D	C
	200	F	F	F	F	E	E	E
	250	F	F	F	F	F	F	F
	300	F	F	F	F	F	F	F
	400	F	F	F	F	F	F	F
	500	F	F	F	F	F	F	F
	600	F	F	F	F	F	F	F
	800	F	F	F	F	F	F	F
	1000	F	F	F	F	F	F	F

1 ft = 0.3 m

Table Assumptions

Mode split is 25% adult bicyclists, 50% pedestrians, 15% runners, 7.5% in-line skaters, and 2.5% child bicyclists.

An equal number of trail users travel in each direction (the model uses a 50%/50% directional split).

Trail volume represents the actual number of users counted in the field (the model adjusts this volume based on a peak hour factor of 0.85).

Trail has a centerline.

Table 15. Shared-use path service volume look-up table, typical mode split.

		Trail Width (feet)						
		8	10	12	14	16	18	20
Level of Service	A	24	24	24	24	70	102	125
	B	49	49	110	147	191	213	229
	C	49	97	198	226	282	300	315
	D	109	155	267	290	362	379	392
	E	167	212	328	349	436	452	464
	F	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Table shows maximum trail volume (one direction per hour) in each LOS category

1 ft = 0.3 m

Table Assumptions

Mode split is 55% adult bicyclists, 20% pedestrians, 10% runners, 10% in-line skaters, and 5% child bicyclists.

An equal number of trail users travel in each direction (the model uses a 50%/50% directional split).

Trail volume represents the actual number of users counted in the field (the model adjusts this volume based on a peak hour factor of 0.85).

Trail has a centerline.

Table 16. Shared-use path service volume look-up table, high bicycle mode split.

		Trail Width (feet)						
		8	10	12	14	16	18	20
Level of Service	A	40	40	40	40	123	182	224
	B	81	81	185	246	348	388	419
	C	81	162	330	376	519	554	581
	D	184	267	446	487	671	703	728
	E	289	373	551	590	812	842	866
	F	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Table shows maximum trail volume (one direction per hour) in each LOS category

1 ft = 0.3 m

Table Assumptions

Mode split is 75% adult bicyclists, 7.5% pedestrians, 7.5% runners, 5% in-line skaters, and 5% child bicyclists.

An equal number of trail users travel in each direction (the model uses a 50%/50% directional split).

Trail volume represents the actual number of users counted in the field (the model adjusts this volume based on a peak hour factor of 0.85).

Trail has a centerline.

Table 17. Shared-use path service volume look-up table, high pedestrian mode split.

		Trail Width (feet)						
		8	10	12	14	16	18	20
Level of Service	A	13	13	13	13	35	51	62
	B	26	26	57	77	95	105	114
	C	26	52	105	120	140	149	156
	D	58	82	143	156	179	187	194
	E	87	110	177	189	215	223	229
	F	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Table shows maximum trail volume (one direction per hour) in each LOS category

1 ft = 0.3 m

Table Assumptions

Mode split is 25% adult bicyclists, 50% pedestrians, 15% runners, 7.5% in-line skaters, and 2.5% child bicyclists.

An equal number of trail users travel in each direction (the model uses a 50%/50% directional split).

Trail volume represents the actual number of users counted in the field (the model adjusts this volume based on a peak hour factor of 0.85).

Trail has a centerline.

APPENDIX G

City of Flagler Beach 2050 Mobility Plan

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APPENDIX G: CITY OF FLAGLER BEACH 2050 MOBILITY PLAN

Project ID	Street	From	To	Length (Miles)	Project Type	Maintenance Entity	Project Description	Project Source	Timeframe	Project Status	Planning Level Cost (PLC)	Person Miles of Capacity (PMC)	PLC & PMC Note	Reasonably Anticipated Funding	Attributable Planning Level Cost (APLC)	Attributable Person Miles of Capacity (PMC)	Funding Source
5	N 2nd St / Moody Ln	Current West Terminus of Moody Ln	Ocean Shore Blvd (SR A1A)	0.61	Primary Multimodal Corridor	City	Reimage the corridor to be the primary east-west multimodal route in Flagler Beach, connecting the proposed Mobility Hub on N 4th St to downtown and the beach, and providing a safe and convenient alternative to Moody Blvd. Post speed limit at 20 MPH and implement various traffic calming measures to slow vehicles. Street design should prioritize walking, bicycling, golf carts, and other low-speed modes. Clear signage and pavement markings should consistently communicate that people walking, biking, and using other micromobility options have priority. Additional enhancements may include landscaping and green infrastructure to improve aesthetics and stormwater management. The corridor should include wayfinding signage.	2050 Mobility Plan	2030-2035	Proposed	$1,220,000	7,686	85	$0	$1,220,000	7,686	Mobility Fees & Other Sources
10	Lehigh Ave	N 4th St	Moody Ln	0.15	Primary Multimodal Corridor	City	Reimage the corridor to be the primary east-west multimodal route in Flagler Beach, connecting the proposed Mobility Hub on N 4th St to downtown and the beach, and providing a safe and convenient alternative to Moody Blvd. Post speed limit at 20 MPH and implement various traffic calming measures to slow vehicles. Street design should prioritize walking, bicycling, golf carts, and other low-speed modes. Clear signage and pavement markings should consistently communicate that people walking, biking, and using other micromobility options have priority. Additional enhancements may include landscaping and green infrastructure to improve aesthetics and stormwater management. The corridor should include wayfinding signage.	2050 Mobility Plan	2030-2035	Proposed	$300,000	1,890	85	$0	$300,000	1,890	Mobility Fees & Other Sources
15	S 2nd St	Flagler Ave	Ocean Shore Blvd (SR A1A)	0.21	Curbless Shared Street	City	Reconstruct existing street as a curbless shared street with streetscape, landscape, wayfinding, traffic calming, special pavers, placemaking elements, public art, etc. Dynamic elements, such as bollards, should be incorporated to allow the street to be closed to vehicles during festivals or special events.	2050 Mobility Plan	2035-2040	Proposed	$4,200,000	5,670	15	$0	$4,200,000	5,670	Mobility Fees & Other Sources
20	S 3rd St	Flagler Ave	Ocean Shore Blvd (SR A1A)	0.20	Curbless Shared Street	City	Reconstruct existing street as a curbless shared street with streetscape, landscape, wayfinding, traffic calming, special pavers, placemaking elements, public art, etc. Dynamic elements, such as bollards, should be incorporated to allow the street to be closed to vehicles during festivals or special events.	2050 Mobility Plan	2035-2040	Proposed	$4,000,000	5,400	15	$0	$4,000,000	5,400	Mobility Fees & Other Sources
25	Central Ave	N 23rd St	N 3rd St	2.00	Primary Multimodal Corridor	City	Reimage the corridor to be the primary north–south multimodal route in Flagler Beach, providing a safe and convenient alternative to Ocean Boulevard (SR A1A). Post speed limit at 20 MPH and implement various traffic calming measures to slow vehicles. Street design should prioritize walking, bicycling, golf carts, and other low-speed modes. Clear signage and pavement markings should consistently communicate that people walking, biking, and using other micromobility options have priority. Additional enhancements may include landscaping and green infrastructure to improve aesthetics and stormwater management. The corridor should include wayfinding signage connecting residents and visitors to parks, Flagler Beach Pier, and downtown.	2050 Mobility Plan	2026-2030	Proposed	$4,000,000	25,200	85	$0	$4,000,000	25,200	Mobility Fees & Other Sources
30	Central Ave	N 3rd St	S 3rd St	0.19	Curbless Shared Street	City	Reconstruct existing street as a curbless shared street to reinforce Central Ave as a traditional main street between 3rd St North and 3rd St South. Street design should include streetscape, landscape, wayfinding, traffic calming, special pavers, placemaking elements, public art, etc. Dynamic elements, such as bollards, should be incorporated to allow the street to be closed to vehicles during festivals or special events.	2050 Mobility Plan	2030-2035	Proposed	$3,800,000	5,130	15	$0	$3,800,000	5,130	Mobility Fees & Other Sources
35	Central Ave / Daytona Ave One-Way Pair	S 3rd St	S 9th St	1C	One-Way Pair Evaluation	City	Evaluate Central Ave and Daytona Ave between South 3rd St and South 9th St for potential conversion to a one-way pair for vehicular traffic. This analysis would assess whether the reconfiguration could create opportunities to accommodate on-street parking and/or multimodal facilities. The evaluation should be conducted in conjunction with efforts to advance Central Avenue as a Primary Multimodal Corridor.	2050 Mobility Plan	2026-2030	Proposed	$50,000	172	75	$0	$50,000	172	Mobility Fees & Other Sources
40	Central Ave	S 3rd St	S 28th St	2.69	Primary Multimodal Corridor	City	Reimage the corridor to be the primary north–south multimodal route in Flagler Beach, providing a safe and convenient alternative to Ocean Boulevard (SR A1A). Post speed limit at 20 MPH and implement various traffic calming measures to slow vehicles. Street design should prioritize walking, bicycling, golf carts, and other low-speed modes. Clear signage and pavement markings should consistently communicate that people walking, biking, and using other micromobility options have priority. Additional enhancements may include landscaping and green infrastructure to improve aesthetics and stormwater management. The corridor should include wayfinding signage connecting residents and visitors to parks, Flagler Beach Pier, and downtown.	2050 Mobility Plan	2026-2030	Proposed	$5,380,000	33,894	85	$0	$5,380,000	33,894	Mobility Fees & Other Sources
45	Ocean Shore Blvd (SR A1A)	Ocean Marina Dr (City Limits)	N 10th St	1.62	Two (2) Lane Divided Reconstruction	FDOT	Where right-of-way allows, reconstruct Ocean Blvd (SR A1A) into a two (2) lane divided with one lane of travel in each direction and a curbed, landscaped median that include drainage improvements and stormwater control (French drains and associated structures) to manage runoff. The design should mirror the segment previously reconstructed from S 9th St to S 22nd St. This project should be coordinated with the associated segment of the planned SUNTrail to convert the existing sidewalk on the west side of the right-of-way into a multi-use trail. The project should also incorporate green infrastructure and native vegetation in the median, designed to be both visually appealing and effective at managing stormwater.	2050 Mobility Plan	2030-2035	Proposed	$11,340,000	48,600	110	$10,206,000	$1,134,000	4,860	Anticipate 90% FDOT Funding
50	Ocean Shore Blvd (SR A1A)	N 10th St	S 2nd St	0.55	Context Sensitive Enhancement	FDOT	Construct parallel parking on both sides of the existing two-lane roadway utilizing specialty pavers and integrated landscaping, including palm trees, to visually narrow the travel lanes, reinforce lower vehicular speeds, and establish a cohesive, pedestrian-oriented streetscape. Provide coordinated, high-visibility pedestrian crossings to connect beach access points with adjacent parking and residential and commercial uses. Enhance the existing west-side sidewalk to an 8-foot shared-use path to safely accommodate pedestrians and bicyclists. Collectively, these design elements will clearly signal entry into the Flagler Beach Downtown area and encourage heightened driver awareness.	2050 Mobility Plan	2030-2035	Proposed	$2,200,000	5500	10	$1,980,000	$220,000	550	Anticipate 90% FDOT Funding
55	Ocean Shore Blvd (SR A1A)	S 2nd St	S 4th St	0.28	Pier District (Pedestrian Priority Area)	FDOT	Reimage Ocean Shore Blvd (SR A1A) from S 2nd St to S 4th S to create a pedestrian-oriented beachfront district. Remove parallel parking on the west side of the corridor to create a wider pedestrian frontage and expanded public realm. This transformation will establish a pedestrian-oriented district designed to support retail activity, outdoor dining, and community gathering spaces. By prioritizing walkability and enhancing the streetscape, the project will help cultivate a thriving, vibrant corridor that strengthens the city's coastal character and supports local economic development.	2050 Mobility Plan	2035-2040	Proposed	$5,040,000	7,560	80	$4,536,000	$504,000	756	Anticipate 90% FDOT Funding
60	Ocean Shore Blvd (SR A1A)	S 4th St	S 9th St	0.09	Context Sensitive Enhancement	FDOT	Construct parallel parking on the west side of the existing two-lane roadway (and on both sides between S 8th St and S 9th St) utilizing specialty pavers and integrated landscaping, including palm trees, to visually narrow the travel lanes, reinforce lower vehicular speeds, and establish a cohesive, pedestrian-oriented streetscape. Provide coordinated, high-visibility pedestrian crossings to connect beach access points with adjacent parking and residential and commercial uses. Enhance the existing west-side sidewalk to an 8-foot shared-use path to safely accommodate pedestrians and bicyclists. Collectively, these design elements will clearly signal entry into the Flagler Beach Downtown area and encourage heightened driver awareness.	2050 Mobility Plan	2030-2035	Proposed	$360,000	900	10	$324,000	$36,000	90	Anticipate 90% FDOT Funding
65	Ocean Shore Blvd (SR A1A)	N 10th St		1C	Intersection Improvement	FDOT	Add intersection improvement such as a southbound right turn lane, roundabout, or other traffic control device on Ocean Shore Blvd turning onto N 10t St. Include signage directing traffic to Moody Blvd.	2050 Mobility Plan	2030-2035	Proposed	$1,500,000	4,000	95	$1,350,000	$150,000	400	Anticipate 90% FDOT Funding

APPENDIX G: CITY OF FLAGLER BEACH 2050 MOBILITY PLAN

Project ID	Street	From	To	Length (Miles)	Project Type	Maintenance Entity	Project Description	Project Source	Timeframe	Project Status	Planning Level Cost (PLC)	Person Miles of Capacity (PMC)	PLC & PMC Note	Reasonably Anticipated Funding	Attributable Planning Level Cost (APLC)	Attributable Person Miles of Capacity (PMC)	Funding Source
70	N 10th St / N Flagler Ave	Ocean Shore Blvd (SR A1A)	N 7th St	0.41	Upgrade to Collector	City	Upgrade the existing roadway to a collector design standard to better facilitate traffic to and from Moody Blvd and provide an alternative route that allows vehicles to bypass the downtown area. Improvements will include adding paved shoulders, installing centerline and edge line striping, and evaluating existing stop control on cross streets to improve overall traffic operations. Additional enhancements may include drainage improvements, directional signage, and minor intersection modifications.	2050 Mobility Plan	2030-2035	Proposed	$615,000	3,116	115	$0	$615,000	3,116	Mobility Fees & Other Sources
75	N 10th St	S Flagler Ave		1C	Intersection Improvement	City	Add intersection improvement such as a southbound left turn lane, roundabout, or other traffic control device on N 10t St and N Flagler Ave. Include signage directing traffic to Moody Blvd.	2050 Mobility Plan	2030-2035	Proposed	$1,500,000	4,000	95	$0	$1,500,000	4,000	Mobility Fees & Other Sources
80	Ocean Shore Blvd (SR A1A)	S 7th St		1C	Intersection Improvement	FDOT	Add intersection improvement such as a northbound left turn lane, roundabout, or other traffic control device on Ocean Shore Blvd turning onto N 10t St. Include signage directing traffic to Moody Blvd.	2050 Mobility Plan	2030-2035	Proposed	$1,500,000	4,000	95	$1,350,000	$150,000	400	Anticipate 90% FDOT Funding
85	S Flagler Ave / S 7th Ave	Moody Blvd (SR 100)	Ocean Shore Blvd (SR A1A)	0.47	Upgrade to Collector	City	Upgrade the existing roadway to a collector design standard to better facilitate traffic to and from Moody Blvd and provide an alternative route that allows vehicles to bypass the downtown area. Improvements will include adding paved shoulders, installing centerline and edge line striping, and evaluating existing stop control on cross streets to improve overall traffic operations. Additional enhancements may include drainage improvements, directional signage, and minor intersection modifications.	2050 Mobility Plan	2030-2035	Proposed	$705,000	3,572	115	$0	$705,000	3,572	Mobility Fees & Other Sources
90	John Anderson Hwy	Moody Blvd (SR 100)	Approximately 0.3 miles south of Presidio Blvd	1C	Access Management & Corridor Study	City	Evaluate innovative ways to reduce development impact to John Anderson Hwy such as frontage roads, shared access through landscape separated access ways, roundabouts and other innovative mobility concepts to maintain the roadway as a two (2) lane scenic corridor with minimal access connections.	2050 Mobility Plan	2026-2030	Proposed	$150,000	515	5	$0	$150,000	515	Mobility Fees & Other Sources
95	Moody Blvd (SR 100)	Colbert Ln		1C	Intersection Improvement	FDOT	Intersection improvements associated with development such as signal upgrades and turn lanes to accommodate growth in traffic.	2050 Mobility Plan	As Development Occurs	Proposed	$500,000	2,400	35	$450,000	$50,000	240	Anticipate 90% FDOT Funding
100	Moody Blvd (SR 100)	Flagler Ave		1C	Roundabout	FDOT	Add roundabout.	2050 Mobility Plan	2030-2035	Proposed	$1,500,000	4,000	100	$1,350,000	$150,000	400	Anticipate 90% FDOT Funding
105	Moody Blvd (SR 100)	Ocean Blvd (SR A1A)		1C	Roundabout	FDOT	Add roundabout.	2050 Mobility Plan	2030-2035	Proposed	$3,600,000	8,000	95	$3,240,000	$360,000	800	Anticipate 90% FDOT Funding
110	Water Taxi Service & Infrastructure	Veranda Bay Development	N 4th St	1C	Water Taxi	City / Developer	The City will coordinate with the developer of Veranda Bay to establish a water taxi service connecting the development across the Matanzas River. This partnership will expand mobility options and reduce reliance on vehicle travel, taking vehicle trips off of Moody Blvd (SR 100) for those traveling from the west to the area's key destinations including Downtown Flager Beach and Flagler Beach Pier. As part of this project, the City will construct/update two (2) water taxi docks and a park n'ride lot on the west side of the Matanzas River. Long-term, the water taxi could serve as a model for additional water-based transit connections throughout the City's waterfront.	2050 Mobility Plan	2045-2050	Proposed	$4,000,000	960	120	$1,000,000	$3,000,000	720	Anticipate 25% Developer Funding
115	Mobility Hub	Matanzas River (East side of River)	N 4th St	1C	Mobility Hub	City	Construct a mobility hub to provide a centralized, multimodal connection point that supports seamless travel between the water taxi and surrounding transportation options. The mobility hub should integrate facilities for walking, biking, transit, and shared mobility. Planned improvements could also include amenities such as seating, lighting, shelters, bike parking, and clear wayfinding to support smooth transfers and improve the user experience.	2050 Mobility Plan	2045-2050	Proposed	$500,000	1,718	45	$0	$500,000	1,718	Mobility Fees & Other Sources
120	Mobility Hub	Matanzas River (West side of River)	South of Pescadero R	1C	Mobility Hub	City / Developer	Construct a mobility hub to provide a centralized, multimodal connection point that supports seamless travel between the water taxi and surrounding transportation options. The mobility hub should integrate facilities for walking, biking, transit, and shared mobility. Planned improvements could also include amenities such as seating, lighting, shelters, bike parking, and clear wayfinding to support smooth transfers and improve the user experience.	2050 Mobility Plan	2045-2050	Proposed	$500,000	1,718	45	$125,000	$375,000	1,289	Anticipate 25% Developer Funding
125	Mobility Hub Evaluation	Flagler Ave	Flagler Ave	1C	Mobility Hub Evaluation	City	Evaluate the feasibility of utilizing wetland parcels owned by the City of Flagler along Flagler Avenue as a potential site for a mobility hub. This hub could serve as a centralized parking facility and multimodal connection point designed to support a park-once environment in the downtown/CRA.	2050 Mobility Plan	2026-2030	Proposed	$150,000	515	50	$0	$150,000	515	Mobility Fees & Other Sources

APPENDIX G: CITY OF FLAGLER BEACH 2050 MOBILITY PLAN

Project ID	Street	From	To	Length (Miles)	Project Type	Maintenance Entity	Project Description	Project Source	Timeframe	Project Status	Planning Level Cost (PLC)	Person Miles of Capacity (PMC)	PLC & PMC Note	Reasonably Anticipated Funding	Attributable Planning Level Cost (APLC)	Attributable Person Miles of Capacity (PMC)	Funding Source
Pre-Existing Proposed, Planned, or Funded Projects																	
130	Bulow Creek Headwaters Regional Park Trail, Boardwalk, Pedestrian Amenities	Moody Blvd (SR 100)	Old Kings Rd	2.72	Multi-Use Trail	County	Project consists of a Planning Phase and a Design Phase. The Planning Phase of the project includes preparing conceptual alternative design plans and the Design Phase includes preparation of design plans and contract documents for proposed potential improvements to include park amenities pedestrian amenities, trail heads with possibly restrooms, boardwalks over wetlands and possibly a paved multiuse trail through the park to connect the southern terminus of the existing SR100 pedestrian bridge to Old Kings Rd. S at the southwest corner of the site.	Flagler County Engineering Development Tracker Dashboard	2026-2030	Planning & Design Phase Funded. Planning Ongoing in 2026.	$1,561,425	19,584	60	$1,561,425	$0	0	FDOT Grant
135	Colbert Ln	Palm Coast Pkwy	Moody Blvd (SR 100)	7.34	Multi-Use Trail	Palm Coast	Construct 12' to 14' Multi-Use Trail.	Volusia-Flagler 2025 LOPP	2026-2030	Proposed	$11,010,000	52,848	60	$11,010,000	$0	0	Palm Coast, Volusia-Flagler TPO
140	John Anderson Hwy	Moody Blvd (SR 100)	Volusia Co Line	3.96	Multi-Use Trail	County	Construct 12' to 14' Multi-Use Trail.	Volusia-Flagler 2025 LOPP	2030-2035	Planned	$5,940,000	28,512	60	$5,940,000	$0	0	Flagler County, Volusia-Flagler TPO
145	Moody Blvd (SR 100)	Belle Terre Pkwy	Old Kings Rd	2.56	Widen from Four (4) to Six (6) Lanes	FDOT	Widen Moody Blvd (SR 100) from four (4) lanes to six (6) lanes between Belle Terre Pkwy and Old Kings Rd.	2050 LRTP Cost Feasible SIS; FDOT SIS Long Range - Cost Feasible	PD&E & PE - 2035-2040 ROW-2046-2050	Planned	$34,870,000	51,200	130	$34,870,000	$0	0	FDOT
150	Moody Blvd (SR 100)	Old Kings Rd	John Anderson Hwy	2.01	Widen from Four (4) to Six (6) Lanes	FDOT	Widen Moody Blvd (SR 100) from four (4) lanes to six (6) lanes between Old Kings Rd and John Anderson Pkwy.	2050 LRTP Capacity Need	2045-2050	Proposed	$45,225,000	40,200	130	$45,225,000	$0	0	FDOT
155	Moody Blvd (SR 100) Complete Street (Bridge)	Roberts Rd / John Anderson Hwy	Flagler Ave	0.97	Moody Blvd Bridge Shared Use Path	FDOT	Maintain the bridge on Moody Blvd over the Mantanzas River as a four (4) lane roadway, while reallocating space to provide safe, high-quality facilities for bicyclists and pedestrians.	2025 Application for Project Prioritization: Feasibility Study for Traffic Operations, Safety, and Local Initiatives Projects	2030-2035	Proposed	$4,850,000	12,222	55	$4,365,000	$485,000	1,222	Anticipate 90% FDOT Funding
160	Moody Blvd (SR 100) Reconfiguration	Flagler Ave	Ocean Shore Blvd (SR A1A)	0.20	Reconfiguration	FDOT	Reconfigure Moody Blvd from four (4) lanes to two (2) lanes and consider incorporating on-street parking, bicycle and pedestrian (multimodal) facilities and amenities, roundabouts and/or other intersection improvements at Flagler Ave and Ocean Shore Blvd, and midblock crossings.	Volusia-Flagler 2025 LOPP; 2025 Application for Project Prioritization: Feasibility Study for Traffic Operations, Safety, and Local Initiatives Projects	2030-2035	Proposed	$3,600,000	1,600	90	$3,240,000	$360,000	160	Anticipate 90% FDOT Funding
165	Moody Blvd (SR 100)	Old Kings Rd		1C	Intersection Improvement	FDOT	Old Kings Rd at SR 100 Turn Lane Improvements.	Volusia-Flagler 2025 LOPP	2026-2030	Proposed	$350,000	4,600	40	$350,000	$0	0	FDOT, Volusia-Flagler TPO
170	Moody Blvd (SR 100)	Roberts Rd / John Anderson Hwy		1C	Intersection Improvement	FDOT	John Anderson-Roberts Rd at SR 100 Intersection Improvements (system performance).	Volusia-Flagler 2025 LOPP	2026-2030	Planned	$350,000	4,600	40	$350,000	$0	0	FDOT, Volusia-Flagler TPO
175	Flagler Beach Gap (SUN Trail) PD&E Study	Ocean Marina Dr	Volusia Co Line	6.12	Multi-Use Trail	FDOT	FLAGLER BEACH GAP VOLUSIA/FLAGLER COUNTY LINE TO OCEAN MARINA DRIVE. BIKE PATH/TRAIL. Highways/PD & E. Also part of the St Johns River to Sea Loop and the East Coast Greenway.	FDOT 5 YR Work Plan (439873-2)	2026-2030	Programmed	$2,000,000	44,064	65	$2,000,000	$0	0	FDOT
185	Old Kings Road Shared Use Path (SUNTrail)	Ocean Shore Blvd (Ormond Beach)	Moody Blvd (SR 100)	9.52	Multi-Use Trail	FDOT	New construction of a +/-9.5 mile shared use path from Palm Coast to Ormond Beach.	SUNTrail	2026-2030	Partially funded for pre construction.	$47,600,000	68,544	65	$47,600,000	$0	0	FDOT
190	Old Kings Road Shared Use Path (SUNTrail)	Moody Blvd (sidewalk 1,400' south)	Volusia Co Line	4.47	Multi-Use Trail	FDOT	New Construction of a +/-4.5 mile shared use path from Volusia County line to sidewalk 1,400' south of SR-100.	FDOT 5 YR Work Plan (438636-1); Flagler County Engineering Development Tracker Dashboard; 2050 LRTP LOPP FM #4386361 & 4386362	2027	Funded. Design Phase In Progress.	$3,039,856	32,184	65	$3,039,856	$0	0	FDOT
195	Old Kings Road	Moody Blvd (SR 100)	Volusia Co Line	4.50	Widen from Two (2) to Four (4) Lanes	County	Widen Old Kinds Rd from two (2) lanes to four (4) lanes between Moody Blvd (SR 100) and the Volusia County line.	Volusia-Flagler 2025 LOPP	2026-2030	Planned	$1,500,000	101,250	125	$1,500,000	$0	0	Flagler County, Volusia-Flagler TPO
200	Veranda Bay Roadway (New Road)	Moody Blvd (SR 100)	Johns Anderson Hwy	1.08	New Two (2) Lane Complete Street	Private	Construct a new two (2) lane street with complete streets elements such as bike lanes (30MPH or less), buffered bike lanes, protected bike lanes, or a shared-use path.	Veranda Bay	2026-2030	Developer Obligation	$13,500,000	21,060	70	$13,500,000	$0	0	Developer
205	Flagler Beach Transportation Development Plan Implementation: Fixed Route Bus Service (Red Route) SR 100	Marineland	South City Limits of Flagler Beach	8.26	Flagler County Bus Route	County	Traditional corridor-based bus service operating on hourly headways, serving fixed bus stops located every ¼-mile, using larger vehicles, and operating on a fixed schedule.	Flalger County Transportation Development Plan	2026-2030	Planned	$11,813,543	194,275	25	$11,813,543	$0	0	Flagler County
210	Flagler Beach Transportation Development Plan Implementation: Fixed Route Bus Service (Beach Line) SR A1A	Bunnell	Flagler Beach	17.42	Flagler County Bus Route	County	Traditional corridor-based bus service operating on hourly headways, serving fixed bus stops located every ¼-mile, using larger vehicles, and operating on a fixed schedule.	Flalger County Transportation Development Plan	2030-2035	Planned	$11,317,403	390,208	30	$11,317,403	$0	0	Flagler County
215	Flagler Beach Transportation Development Plan Implementation: Mobility on Demand Beach Zone	-	-	1C	Flagler County Mobility on Demand (MoD)	County	New flexible service type that can offer flexible point-to-point service within a designated zone. Service may include same-day scheduling, connections to major hubs or destinations with a zone, and first mile/last mile connections to other MOD zones or fixed routes bus stops. For this proposed service, it is assumed that Flagler County will procure a third-party vendor to provide all aspects of MOD service (vehicles, staff, information/scheduling/ticket technology).	Flalger County Transportation Development Plan	2030-2035	Planned	$6,254,240	38,528	20	$6,254,240	$0	0	Flagler County

APPENDIX H

Implementation Initiatives

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APPENDIX H: CITY OF FLAGLER BEACH 2050 MOBILITY PLAN: IMPLEMENTATION INITIATIVES

Project ID	Project Name	Project Type	Maintenance Entity	Project Description	Project Source	Timeframe	Project Status	Planning Level Cost (PLC)	Reasonably Anticipated Funding	Attributable Planning Level Cost (APLC)	Attributable Person Miles of Capacity (PMC)	Funding Source
220	Bicycle Parking Program	Program	City	Develop a program to install bicycle parking racks at various locations throughout the City as needs arise. The Program should include a process and establish procedures for residents and business owners to request that the City furnish and install bike racks free of charge.	2050 Mobility Plan	2026-2050	Proposed	$120,000	$0	$120,000	412	Mobility Fees & Other Sources
225	Bicycle & Pedestrian Safety Improvements	Implementation	City	Construct various pedestrian safety-related improvements throughout the City including high visibility and raised crosswalks, pedestrian islands, hardened centerlines, curb extensions, midblock crossings, bicycle boxes, signage, etc.	2050 Mobility Plan	2026-2050	Proposed	$480,000	$0	$480,000	1,649	Mobility Fees & Other Sources
160	Complete Streets Policy	Program	City	Adopt a Complete Streets Policy to establish a commitment by the City to design, build, and operate its transportation network so that all road projects consider the needs of all users—people walking, biking, taking transit, using mobility devices, and driving - and to establish a framework that ensures transportation investments systematically create safer, more inclusive, and connected streets. Key elements should include 1) embedding Complete Streets principles into planning, design, and funding decisions; 2) applying the policy to all projects and phases (new, retrofit, and maintenance); 3) setting clear design guidance and performance measures; 4) ensuring equity and accessibility across age, ability, income, and community context.	2050 Mobility Plan	2026-2030	Proposed	$20,000	$0	$20,000	69	Mobility Fees & Other Sources
165	Downtown Master Plan Update	Plan	City	Update the City of Flagler Beach Downtown Master Plan which was originally adopted in 2002 and last updated in 2006.	2050 Mobility Plan	2026-2030	Proposed	$150,000	$0	$150,000	515	Mobility Fees & Other Sources
170	Downtown / CRA Parking Management Plan	Plan	City	Develop a downtown parking management plan for the Community Redevelopment Area (CRA) to identify an overall strategy to integrate land use, parking, and transportation in downtown Flagler Beach. The plan should address parking in the downtown area with the goal of addressing perception issues related to a shortage of parking. The plan should seek to maximize strategic use of city-owned properties and explore access management as it relates to parking, curb management, commercial loading/unloading, and shared parking agreements. The plan should consider centralizing parking within mobility hubs and/or parking structures to create a park-once environment.	2050 Mobility Plan	2026-2030	Proposed	$150,000	$0	$150,000	515	Mobility Fees & Other Sources
175	Parking Implementation: On-Street Parking	Implementation	City	Construct up to forty (40) new on-street parking spaces at strategic locations to be determined throughout the community. To minimize impacts on traffic flow and maintain neighborhood character, spaces will be installed in small clusters of two (2) to three (3) spaces. Design treatments may include regular curb and gutter or ribbon curb with brick pavers to enhance aesthetics and blend with surrounding streetscapes. Where necessary, minor sidewalk reconstruction will be completed to ensure ADA compliance and maintain pedestrian safety. Implementation should be coordinated with other capital improvements and may also include opportunities to integrate green infrastructure, such as tree wells or bioswales, within parking areas to improve stormwater management and add shade.	2050 Mobility Plan	2026-2050	Proposed	$400,000	$0	$400,000	1,375	Mobility Fees & Other Sources
180	Parking Implementation: Golf Cart Parking	Implementation	City	Implement forty (40) designated golf cart parking spaces at strategic locations to support neighborhood-scale mobility and reduce congestion in high-demand areas. The initiative should also incorporate signage and design standards to ensure safe and consistent integration with existing streetscapes.	2050 Mobility Plan	2026-2050	Proposed	$100,000	$0	$100,000	344	Mobility Fees & Other Sources
185	Parking Implementation: Strategic Parking Management	Implementation	City	Site acquisition, design, engineering, and construction of various parking improvements in the Downtown/CRA area.	2050 Mobility Plan	2026-2050	Proposed	$5,000,000	$0	$5,000,000	17,182	Mobility Fees & Other Sources
190	Parking Implementation: Operational Improvements & Enforcement	Implementation	City	Implement operational and enforcement recommendations in the Downtown / CRA Parking Management Plan including, but not limited to installation of parking meters, curb management signage, parking stall pavement markings, and hiring of enforcement officers.	2050 Mobility Plan	2026-2050	Proposed	$500,000	$0	$500,000	1,718	Mobility Fees & Other Sources
195	Parking Implementation: Microtransit Circulator Pilot Program	Service	City	The City will launch a pilot microtransit circulator service to help address mobility and parking challenges. The pilot should start with addressing mobility and parking during high-demand periods such as special events. To ensure effective implementation, the City should partner with a third-party transportation vendor to manage circulator operations during the pilot. The first year of the pilot will serve as a testing phase to monitor ridership, evaluate operational efficiency, and gather community feedback. Data collected will be used to expand the service to fixe- route or on-demand service, and refine schedules and stop locations, ensuring the service is responsive to actual mobility needs.	2050 Mobility Plan	2030-2035	Proposed	$400,000	$0	$400,000	1,375	Mobility Fees & Other Sources
200	Parking Implementation: Residential Parking Permit Program	Program	City	Establish a Residential Parking Permit Program to prioritize on-street parking access for residents and reduce issues related to illegal or unauthorized parking. The program is intended to protect neighborhood quality of life, ensure that residents are not displaced by outside parking demand, and maintain safe and orderly use of the public right-of-way. The Program should include provisions for visitor permits and temporary resident permits so that households can accommodate guests and short-term needs while preserving overall parking availability for residents. The City will designate specific streets or zones to be included in the program, based on demonstrated parking demand, land use patterns, and input from neighborhood residents.	2050 Mobility Plan	2030-2035	Proposed	$1,000,000	$0	$1,000,000	3,436	Mobility Fees & Other Sources
205	Low Speed Streets Program	Program	City	Establish a Low Speed Streets Program to give residents access to a range of street design treatments that can be applied to their local streets. The program will be implemented citywide and will focus on constructing traffic calming and multimodal improvements that reduce vehicle speeds and enhance safety for all users of City streets. The program will be resident-driven, allowing neighbors to work together to propose treatments through a formal request process. Priority will initially be given to streets that provide access to parks, schools, and existing multimodal facilities. Low Speed Streets are defined as neighborhood streets with posted speed limits of 20 MPH, low traffic volumes, and physical design features that reinforce slower speeds. Potential treatments include: • Lane narrowing and restriping to add on-street parking, bicycle lanes, or sidewalk space where sidewalks are missing. • Traffic calming features such as chicanes, chokers, curb extensions, traffic circles, painted or raised intersections, and speed tables. • Green street elements such as reclaimed swales with low-impact stormwater design, and canopy or understory street trees where feasible. The Program will establish clear criteria and guidelines for traffic calming, landscaping, traffic control devices, and multimodal elements, along with a transparent prioritization process for implementation.	2050 Mobility Plan	2026-2050	Proposed	$300,000	$0	$300,000	1,031	Mobility Fees & Other Sources

APPENDIX H: CITY OF FLAGLER BEACH 2050 MOBILITY PLAN: IMPLEMENTATION INITIATIVES

Project ID	Project Name	Project Type	Maintenance Entity	Project Description	Project Source	Timeframe	Project Status	Planning Level Cost (PLC)	Reasonably Anticipated Funding	Attributable Planning Level Cost (APLC)	Attributtable Person Miles of Capacity (PMC)	Funding Source
210	Sidewalk Improvement Program	Program	City	Construct approximately five (5) miles of sidewalk improvements throughout the City to support safer, more walkable neighborhoods. This Program is aimed at expanding and enhancing the City's pedestrian infrastructure. This program focuses on meeting current accessibility standards through installation of ADA-compliant curb ramps, constructing new sidewalk segments to improve connectivity, and filling critical sidewalk gaps to create a more complete network. Exact location of sidewalk improvements should be determined in conjunction with planned Capital Improvements Program (CIP) projects.	2050 Mobility Plan	2026-2050	Proposed	$2,100,000	$0	$2,100,000	12,000	Mobility Fees & Other Sources
215	Streetscape Improvement Program	Program	City	Implement a Streetscape Improvement Program that enhances functionality, aesthetics, and placemaking throughout the City. The program should establish cohesive City branding and design standards while identifying formal streetscape elements such as shade trees and landscaping, street furniture, pedestrian-scale lighting, signage, decorative pavers, and public art. All elements should reflect and reinforce the City's character, creating visual continuity and stronger pedestrian connections between key destinations, including the beach and Flagler Beach Pier, City Hall, Downtown, and the A1A corridor. Implementation should be prioritized along the primary and secondary streetscape corridors outlined in the Downtown Master Plan.	2050 Mobility Plan	2026-2050	Proposed	$4,000,000	$0	$4,000,000	13,746	Mobility Fees & Other Sources
220	Tactical Urbanism (aka Quick-Build) Program	Program	City	Establish a Tactical Urbanism Program. Tactical urbanism is an experimental, low cost approach to street design that uses scalable, quick-build interventions to catalyze long-term change. Tactical urbanism is often implemented with high levels of engagement from the community. Tactical urbanism projects utilize low cost materials such as paint, planters, plastic delineators, street furniture, cones, crates, and barriers to implement improvements such as crosswalks, curb extensions, open streets, parklets, pedestrian plazas, traffic signal box art and bicycle parking. The Tactical Urbanism Program should create a tactical urbanism guide that establishes what types of street interventions are permitted, the project process – including permitting, who can apply, public engagement, site plan, traffic control plan - materials that can be used, design standards, permitted locations, installation and safety, maintenance, and monitoring and evaluation.	2050 Mobility Plan	2026-2050	Proposed	$250,000	$0	$250,000	859	Mobility Fees & Other Sources
225	Wayfinding Plan	Plan	City	Develop a City wayfinding plan that lays out a comprehensive and unified signage system that emphasizes a coherent theme for the City and its surrounding areas including gateway signage, wayfinding signage, and directional signage to trails and parking lots. The Plan should aim to improve the efficiency of the transportation system, improve access, and facilitate placemaking. Wayfinding can be both physical and virtual tools that provide predictability and consistency in the way people find their point of interests around the City. The Plan should include development of a brand identity and design standards and specifications for signage, maps, a digital app, etc. that is unique and locally distinct. The Plan should consider gateway signage at 1) city limits on Ocean Shore Blvd (SR A1A); 2) CRA/Downtown boundary on Ocean Shore Blvd (SR A1A); 3) the intersection of Moody Blvd (SR 100) and Flagler Ave; and 4) Central Avenue indicating 'Main Street'. The Plan should also include directional signage for the future SUNTrail along 9th Street South, Flagler Ave, and 10th Street North.	2050 Mobility Plan	2026-2030	Proposed	$150,000	$0	$150,000	515	Mobility Fees & Other Sources
230	Wayfinding Signage	Implementation	City	Wayfinding signage and installation.	2050 Mobility Plan	2026-2050	Proposed	$50,000	$0	$50,000	172	Mobility Fees & Other Sources
235	Florida Main Street Program	Program	City	Apply to become a Florida Main Street community. The Florida Main Street program, administered through the National Trust for Historic Preservation, provides technical assistance, training, promotion, and grant opportunities with the goal of revitalizing historic downtowns and encourage economic development within the context of historic preservation.	2050 Mobility Plan	2026-2030	Proposed	$20,000	$0	$20,000	69	Mobility Fees & Other Sources

APPENDIX I

Trip Generation

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APPENDIX I: TRIP GENERATION

Land Use Categories (dark grey), Land Use Classifications, and Representative Land Uses (in parentheses)	UNIT OF MEASURE (UOM)	TRIP GENERATION (TG)	ITE LAND USE CODES
Residential & Lodging Uses			
Residential (ADU, Apartments, Attached, Condo, Detached, Duplex, Townhouse, 3 or more attached units)	per 1,000 sq. ft.	4.67	See Residential
Overnight Lodging (B&B, Condo Hotel, Hotel, Motel, Short-term Rental, Transient)	per room	6.02	See Overnight Lodging
Mobile Residence (Mobile Home, Recreational Vehicle, Travel Trailer)	per space or lot	5.52	See Mobile Residence
Institutional Uses			
Community Serving (Center, Civic / Fraternal Club, Gallery, Museum, Performance Venues, Place of Assembly or Worship)	per 1,000 sq. ft.	5.23	See Community Serving
Long Term Care (Assisted Living, Care or Recovery Homes, Congregate Living Facility, Nursing Home)	per 1,000 sq. ft.	5.82	See Long Term Care
Private Education (Afterschool, Family Day Care, K-12, Pre-K, Trade School, Tutor)	per 1,000 sq. ft.	9.80	See Private Education
Institutional (College, Hospital, Post Secondary Education, University)	per 1,000 sq. ft.	12.55	See Institutional
Industrial Uses			
Industrial (Assembly, Brewing, Distribution, Fabrication, Flex, Manufacturing, Processing, Storage, Trades, Utilities)	per 1,000 sq. ft.	2.95	See Industrial
Commercial Recreational Uses			
Marina (wet berths, dry slips, ancillary repair, yacht club)	per Berth plus per 10 Slips	2.41	420
Unenclosed Commercial Recreation (Commercial amusement, Golf, Multi-Purpose, Recreation, Sports, Tennis)	per Acre	39.74	See Unenclosed Commercial Recreation
Enclosed Commercial Recreation (Commercial amusement, Fitness, Gym, Health, Indoor Sports)	per 1,000 sq. ft.	35.70	See Unenclosed Commercial Recreation
Office Uses			
Office (Administrative, Business Service, Clinic, Dental, Medical, Professional Service, Real Estate, Veterinary)	per 1,000 sq. ft.	18.63	See Office
Commercial & Retail Uses			
Retail (Goods, Local: [Grocery, Pharmacy, or Restaurant], Sales, Services, Stores)	per 1,000 sq. ft.	47.40	See Retail
High Impact Retail (Alcoholic Beverage Sales, Banks, Chain: [Grocery, Pharmacy, or Restaurant]	per 1,000 sq. ft.	110.15	See High Impact Retail
Convenience Retail (Car Wash, Chain Fast Food, Convenience Market or Store, Gas Stations, Service Stations)	per 1,000 sq. ft.	267.16	See Convenience Retail
Additive Fees for Commercial Services & Retail Uses			
Motor Vehicle Charging	per Charging Position	259.71	See Motor Vehicle Charging
Motor Vehicle Fueling	per Fueling Position	61.54	Motor Vehicle Fueling
Motor Vehicle Repair Service (Accessories, Brakes, Heavy, Light, Maintenance, Quick Lube, Repair, Tires)	per Bay or Stall	36.25	Motor Vehicle Repair
Parking (private paid parking garages or lots, vehicle or equipment auction, storage, rental, towing, transitional lots)	per Space	3.00	Average of three daily trips per space
Retail Drive-Through (ATM, Bank, Drive-in Business, Dry Cleaner, Dollar Store, Grocery Store, Pharmacy, Restaurant)	per Lane	125.26	See Retail Drive-Through

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RESIDENTIAL TRIP GENERATION									
ITE LAND USE	ITE LAND USE CODE	UNIT OF MEASURE	DAILY TRIP GENERATION (TG)	TOTAL NUMBER OF UNITS (TU)	SQUARE FOOTAGE (SF)	SQUARE FOOTAGE PER 1,000 SQ. FT. (SF1000)	TRIP GENERATION PER 1,000 SQ. FT. (TG1000)	TRIP STUDIED (WEIGHTED) (TSw)	TRIP GENERATION (WEIGHTED) (TGw)
SINGLE-FAMILY DETACHED	210	DWELLING UNIT	9.09	3,152	2,091	2.09	4.35	0.733	3.19
SINGLE-FAMILY ATTACHED (TOWNHOMES)	215	DWELLING UNIT	6.57	277	1,249	1.25	5.26	0.064	0.34
SINGLE-FAMILY ATTACHED (CONDOMINIUMS)	215	DWELLING UNIT	6.57	713	1,208	1.21	5.44	0.166	0.90
MULTI-FAMILY (LOW-RISE) (LESS THAN 10 UNITS)	220	DWELLING UNIT	6.21	159	926	0.93	6.71	0.037	0.25
TOTAL				4,301				1.000	4.67

Notes: Residential trip generation rates are based on the type of dwelling unit and the applicable trip generation rate per the 12th Edition of the ITE Trip Generation Manual. Residential trip generation rates were converted into trip rates per 1,000 square feet. The first step in the conversion was utilizing average square per type of dwelling unit based on Flagler County Property Appraiser Data as of 2026. The assigned square footage of each unit type is then divided by 1,000. The following is the calculation for Single-Family Detached land uses: Sq Ft per 1,000: (2,091 / 1,000 = 2.09); A revised daily trip generation rate per 1,000 sq. ft. was then calculated. The trip generation per 1,000 Sq. Ft. is calculated per the following: (9.09 / 2.09 = 4.35).

A Trip Study weighting is then calculated based on the number of total units within Flagle Beach based on Flagler County Property Appraiser Data as of 2026. The trip study weight is calculated for Single-Family Detached per the following: (3,152 / 4,301 = 0.733); The weighted trip generation is calculated per the following: (4.35 / 0.733 = 3.19). The residential trip generation per 1,000 sq. ft. is based on the sum of the following: (3.19 + 0.34 + 0.90 + 0.25 = 4.67).

OVERNIGHT LODGING TRIP GENERATION												
ITE LAND USE	ITE LAND USE CODE	VARIABLE	AM PEAK (7 to 9)	AM PEAK FACTOR	AM NUMBER OF STUDIES	PM PEAK (4 to 6)	PM PEAK FACTOR	PM NUMBER OF STUDIES	TOTAL NUMBER OF STUDIES (NS)	CALCULATED DAILY	TRIP STUDIED (WEIGHTED)	TRIP GENERATION (WEIGHTED)
HOTEL	310	ROOM	0.34	0.053	17	0.47	0.077	20	37	6.26	0.25	1.56
ALL SUITES HOTEL	311	ROOM	0.26	0.052	7	0.34	0.077	8	15	4.71	0.10	0.48
BUSINESS HOTEL	312	ROOM	0.35	0.071	18	0.31	0.069	25	43	4.71	0.29	1.37
MOTEL	320	ROOM	0.33	0.066	9	0.37	0.071	14	23	5.11	0.16	0.79
RESORT HOTEL	330	ROOM	0.33	0.050	3	0.39	0.050	3	6	7.20	0.04	0.29
TIMESHARE	265	ROOM	0.48	0.053	12	0.75	0.077	12	24	9.40	0.16	1.52
TOTAL	--	--	--	--	66	--	--	82	148	--	1.00	6.02

Notes: Overnight Lodging Trip Generation based on the AM and PM Peak of adjacent street traffic per room based on the 12th Edition of the ITE Trip Generation Manual due to the limited number of daily studies. The total number of studies (TS) conducted for the AM and PM Peaks are used to calculate a Trip Study Weight (TSW). The Daily Trips (DT) generation is based on the average of the AM Peak divided by the AM Peak factor and the PM Peak divided by the PM Peak factor. AM and PM Peak factors based on the 12th Edition ITE Trip Generation Manual Vehicle Time of Day Distribution for Vehicles. The Trip Generation Weight (TGW) is calculated based on daily trips multiplied by Trip Study Weighting. The total trips per room is the sum of the weighted Trip Generation (TGW). Hotel Example: DT = ((0.34 / .053) + (0.47 / 0.077)) = 6.26; TSW = (37 / 148) = 0.25; TGW = (6.26 x 0.25) = 1.56. Hotel Trip Generation: Sum (1.56 + 0.48 + 1.37 + 0.79 + 0.29 +1.52) = 6.02.

MOBILE RESIDENCE TRIP GENERATION												
ITE LAND USE	ITE LAND USE CODE	VARIABLE	AM PEAK OF GENERATOR	AM PEAK FACTOR	AM NUMBER OF STUDIES	PM PEAK OF GENERATOR	PM PEAK FACTOR	PM NUMBER OF STUDIES	TOTAL NUMBER OF STUDIES	CALCULATED DAILY	TRIP STUDIED (WEIGHTED)	TRIP GENERATION (WEIGHTED)
MOBILE HOME PARK	240	UNIT	0.53	0.079	6	0.71	0.080	6	12	7.79	0.39	3.02
RV PARK	416	LOT	0.25	0.064	6	0.41	0.080	3	9	4.52	0.29	1.31
RECREATIONAL HOME	260	ROOM	0.28	0.079	5	0.31	0.080	5	10	3.71	0.32	1.20
TOTAL	--	--	--	--	17	--	--	14	31	--	1.00	5.52

Notes: Mobile Residence Trip Generation based on the AM and PM Peak of Generator per variable based on the 12th Edition of the ITE Trip Generation Manual due to the limited number of daily studies. The total number of studies (TS) conducted for the AM and PM Peaks are used to calculate a Trip Study Weight (TSW). The Daily Trips (DT) generation is based on the average of the AM Peak divided by the AM Peak factor and the PM Peak divided by the PM Peak factor. AM and PM Peak factors based on the 12th Edition ITE Trip Generation Manual Vehicle Time of Day Distribution for Vehicles. The Trip Generation Weight (TGW) is calculated based on daily trips multiplied by Trip Study Weighting. The total trips per variable is the sum of the weighted Trip Generation (TGW). RV Park Example: DT = ((0.25 / .064) + (0.41 / 0.080)) = 4.52; TSW = (9 / 31) = 0.29; TGW = (4.52 x 0.29) = 1.31. Mobile Residence Trip Generation: Sum (3.02 + 1.31 + 1.20) = 5.52.

COMMUNITY SERVING TRIP GENERATION												
ITE LAND USE	ITE LAND USE CODE	VARIABLE	AM PEAK (7 to 9)	AM PEAK FACTOR	AM NUMBER OF STUDIES	PM PEAK (4 to 6)	PM PEAK FACTOR	PM NUMBER OF STUDIES	TOTAL NUMBER OF STUDIES	CALCULATED DAILY TRIPS (TG)	TRIP STUDIED (WEIGHTED)	TRIP GENERATION (WEIGHTED)
CHURCH	560	1000 SF	0.37	0.070	2	0.43	0.07	6	8	5.71	0.80	4.57
MUSEUM	580	1000 SF	0.28	0.070	1	0.18	0.07	1	2	3.29	0.20	0.66
TOTAL	--	--	--	--	3	--	--	7	10	--	1.00	5.23

Notes: Community Serving Trip Generation based on the AM and PM Peak of adjacent street traffic per room based on the 12th Edition of the ITE Trip Generation Manual due to the limited number of daily studies. The total number of studies (TS) conducted for the AM and PM Peaks are used to calculate a Trip Study Weight (TSW). The Daily Trips (DT) generation is based on the average of the AM Peak divided by the AM Peak factor and the PM Peak divided by the PM Peak factor. AM and PM Peak factors based on a peak to daily factor of 0.07. The Trip Generation Weight (TGw) is calculated based on daily trips multiplied by Trip Study Weight (TSw). The total trips per room is the sum of the weighted Trip Generation (TGw). Church Example: = ((0.37 / .07) + (0.43 / 0.07)) = 5.71; TSw = (8/ 10) = 0.80; TGw = (5.71 x 0.80) = 4.57. Community Serving Trip Generation is the sum of the weighted trip generation (4.57 + 0.66) = 5.23.

LONG TERM CARE TRIP GENERATION												
ITE LAND USE	ITE LAND USE CODE	VARIABLE	AM PEAK TRIPS (7 to 9)	AM PEAK FACTOR	AM NUMBER OF STUDIES	PM PEAK TRIPS (4 to 6)	PM PEAK FACTOR	PM NUMBER OF STUDIES	TOTAL NUMBER OF STUDIES	CALCULATED DAILY	TRIP STUDIED (WEIGHTED)	TRIP GENERATION (WEIGHTED)
CONGREGATE CARE FACILITY	253	DWELLING	0.10	0.073	6	0.18	0.081	7	13	1.80	0.19	0.34
CONTINUING CARE RETIREMENT COMMUNITY	255	UNITS	0.16	0.073	12	0.19	0.081	12	24	2.27	0.35	0.79
LONG TERM CARE TRIP GENERATION PER 1,000 SQ. FT.												
CONGREGATE CARE FACILITY	253	1000 SQ. FT.	0.33	0.073	8	0.59	0.081	9	17	5.93	0.25	1.46
ASSISTED LIVING	254	1000 SQ. FT.	0.32	0.093	6	0.38	0.088	6	12	3.88	0.17	0.67
CONTINUING CARE RETIREMENT COMMUNITY	255	1000 SQ. FT.	0.38	0.073	12	0.48	0.081	12	24	5.50	0.35	1.91
NURSING HOME	620	1000 SQ. FT.	0.55	0.075	8	0.59	0.074	8	16	7.65	0.23	1.77
TOTAL / *AVERAGE*					34			35	69		1.00	5.82

Notes: Long Term Care Trip Generation based on the AM and PM Peak of adjacent street traffic based on the 12th Edition of the ITE Trip Generation Manual due to the limited number of daily studies. Congregate Care Facilities and Continuing Care Retirement Community were converted from units to 1,000 sq. ft. based on unit sizes of 330 sq. ft. and 400 sq. ft. respectively. Congregate Care Facilities AM and PM Peak Trips were multiplied by 3.3 to convert 330 sq. ft. units to 1,000 sq. ft. Continuing Care Retirement Community AM and PM Peak Trips were multiplied by 2.5 to convert 400 sq. ft. units to 1,000 sq. ft. The total number of studies (TS) conducted for the AM and PM Peaks are used to calculate a Trip Study Weight (TSW). The Daily Trips (DT) generation is based on the average of the AM Peak divided by the AM Peak factor and the PM Peak divided by the PM Peak factor. AM and PM Peak factors based on the 12th Edition ITE Trip Generation Manual Vehicle Time of Day Distribution for Vehicles. The Trip Generation Weight (TGW) is calculated based on daily trips multiplied by Trip Study Weighting. The total trips per 1,000 sq. ft. is the sum of the weighted Trip Generation (TGW). Nursing Home Example: DT = ((0.55 / .075) + (0.59 / 0.074)) = 7.65; TSW = (16 / 69) = 0.23; TGW = (7.65 x 0.23) = 1.77. Long Term Care TG: Sum(1.46 + 0.67 + 1.91 + 1.77) = 5.82.

PRIVATE EDUCATION TRIP GENERATION										
ITE LAND USE	ITE LAND USE CODE	VARIABLE	AM PEAK OF GENERATOR	NUMBER OF STUDIES	PM PEAK OF GENERATOR	TOTAL NUMBER OF STUDIES	CALCULATED DAILY	TOTAL NUMBER OF STUDIES	TRIP STUDIED (WEIGHTED)	TRIP GENERATION (WEIGHTED)
ELEMENTARY SCHOOL	520	STUDENTS	0.74	50	0.44	71	1.77	121	0.21	0.37
MIDDLE SCHOOL / JR HIGH SCHOOL	522	STUDENTS	0.75	27	0.34	39	1.64	66	0.11	0.19
HIGH SCHOOL	525	STUDENTS	0.53	56	0.31	68	1.26	124	0.22	0.27
PRIVATE K-8	530	STUDENTS	1.01	14	0.60	12	2.42	26	0.05	0.11
PRIVATE K-12	532	STUDENTS	0.75	6	0.50	5	1.88	11	0.02	0.04
PRIVATE HIGH SCHOOL	534	STUDENTS	0.66	4	0.40	4	1.59	8	0.01	0.02
CHARTER ELEMENTARY SCHOOL	536	STUDENTS	1.09	36	0.73	39	2.73	75	0.13	0.36
CHARTER SCHOOL (K - 12)	538	STUDENTS	0.84	7	0.60	8	2.16	15	0.03	0.06
CHARTER HIGH SCHOOL	539	STUDENTS	0.94	2	0.55	2	2.24	4	0.01	0.02
DAY CARE	565	STUDENTS	0.81	63	0.83	63	2.46	126	0.22	0.54
TOTAL								576	1.00	1.96
CALCULATED DAILY TRIP GENERATION RATE PER 1,000 SQ. FT. IS (1.96 x 5) = 9.80 PER 1,000 SQ. FT.										9.80

DAILY TRIP GENERATION RATE OF 9.80 PER 1,000 SQ. FT. BASED ON 1,000 SQ. FT. DIVIDED BY THE AVERAGE SQUARE FEET PER STUDENT OF 200 SQ. FT. MULTIPLIED BY WEIGHTED TRIP GENERATION PER STUDENT: (1,000 / 200 = 5.00); (1.96 X 5.00 = 9.80). TRIP GENERATION ROUNDED TO NEAREST 100TH PLACE. DAILY TRIPS BASED ON THE SUM OF THE AM AND PM PEAK HOUR OF GENERATOR TIMES A PEAK-TO-DAILY FACTOR OF 1.5: (E.G., CHARTER HIGH SCHOOL 0.94 + 0.55 = 1.49; 1.49 X 1.5 = 2.24). PEAK HOUR DATA HAD SIGNIFICANTLY MORE STUDIES THAN DAILY DATA. TOTAL NUMBER OF STUDIES BASED ON THE SUM OF THE NUMBER OF STUDIES FOR THE AM AND PM PEAK HOUR OF GENERATOR PER SCHOOL TYPE. ALL TRIP GENERATION DATA BASED ON THE ITE TRIP GENERATION MANUAL, 12TH EDITION.

AVERAGE SQUARE FEET PER STUDENT = 142.5 SQ. FT. BASED ON A WEIGHTED AVERAGE OF STUDENTS PER SCHOOL TYPE BASED ON TABLE 10 FROM THE FLORIDA DEPARTMENT OF EDUCATION REVIEW & ADJUSTMENT FOR FLORIDA'S COST PER STUDENT STATION (JANUARY 2020).

INSTITUTIONAL TRIP GENERATION												
ITE LAND USE	ITE LAND USE CODE	VARIABLE	AM PEAK TRIPS (7 to 9)	AM PEAK FACTOR	AM NUMBER OF STUDIES	PM PEAK TRIPS (4 to 6)	PM PEAK FACTOR	PM NUMBER OF STUDIES	TOTAL NUMBER OF STUDIES (TS)	CALCULATED DAILY TRIPS (DT)	TRIP STUDIED WEIGHTED (TSW)	TRIP GENERATION WEIGHTED (TGW)
JUNIOR / COMMUNITY COLLEGE	540	STUDENTS	0.11	0.083	12	0.11	0.087	12	24	1.29	0.60	0.78
UNIVERSITY / COLLEGE	550	STUDENTS	0.15	0.069	7	0.15	0.048	9	16	2.65	0.40	1.06
TOTAL / AVERAGE			*0.13*	*0.076*	19	*0.13*	*0.0675*	21	40	*1.97*	1.00	1.84
INSTITUTIONAL TRIP GENERATION PER 1,000 SQ. FT												
JUNIOR / COMMUNITY COLLEGE	540	1,000 SQ. FT.	1.10	0.083	12	1.10	0.087	12	24	12.95	0.25	3.24
UNIVERSITY / COLLEGE	550	1,000 SQ. FT.	1.50	0.069	7	1.50	0.048	9	16	26.49	0.17	4.42
HOSPITAL	610	1,000 SQ. FT.	0.79	0.074	15	0.86	0.072	15	30	11.94	0.31	3.73
RESEARCH & DEVELOPMENT PARK	760	1,000 SQ. FT.	0.48	0.088	13	0.45	0.105	13	26	4.29	0.27	1.16
TOTAL / *AVERAGE*		ACRES	*0.97*	*0.079*	47	*0.98*	*0.078*	49	96	*13.92*	1.00	12.55

Notes: Institutional Trip Generation based on the AM and PM Peak of adjacent street traffic based on the 12th Edition of the ITE Trip Generation Manual due to the limited number of daily studies. The trip generation for College and University was converted from students to 1,000 SQ. FT. based on 10 students per acre 1,000 SQ. FT. or 100 sq. ft. per student. The total number of studies (TS) conducted for the AM and PM Peaks are used to calculate a Trip Study Weight (TSW). The Daily Trips (DT) generation is based on the average of the AM Peak divided by the AM Peak factor and the PM Peak divided by the PM Peak factor. AM and PM Peak factors based on the 12th Edition ITE Trip Generation Manual Vehicle Time of Day Distribution for Vehicles. The Trip Generation Weight (TGW) is calculated based on daily trips multiplied by Trip Study Weighting. The total trips per acre is the sum of the weighted Trip Generation (TGW). Hospital Example: DT = ((0.79 / .074) + (0.86 / 0.072)) = 11.94; TSW = (30 / 96) = 0.31; TGW = (11.94 x 0.31) = 1.16. Institutional TG is equal to the sum of the following: (3.24 + 4.42 + 3.73 + 1.16) = 12.55. ***Average values in the last row are shown in italics for informational purposes only.***

INDUSTRIAL TRIP GENERATION						
ITE LAND USE	ITE LAND USE CODE	UNIT OF MEASURE	DAILY TRIP GENERATION	TOTAL NUMBER OF STUDIES	TRIP STUDIED (WEIGHTED)	TRIP GENERATION (WEIGHTED)
LIGHT INDUSTRIAL	110	1,000 SQ. FT.	3.60	27	0.075	0.27
INDUSTRIAL PARK	130	1,000 SQ. FT.	2.68	27	0.075	0.20
MANUFACTURING	140	1,000 SQ. FT.	4.27	36	0.099	0.42
WAREHOUSE	150	1,000 SQ. FT.	1.38	81	0.224	0.31
MINI-WAREHOUSE	151	1,000 SQ. FT.	1.29	11	0.030	0.04
HIGH CUBE TRANSLOAD	154	1,000 SQ. FT.	1.40	91	0.251	0.35
HIGH CUBE FULFILLMENT	155	1,000 SQ. FT.	1.77	18	0.050	0.09
HIGH CUBE FULFILLMENT - SORTING	155	1,000 SQ. FT.	4.83	5	0.014	0.07
HIGH CUBE PARCEL HUB	156	1,000 SQ. FT.	4.85	11	0.030	0.15
HIGH CUBE COLD STORAGE	157	1,000 SQ. FT.	2.23	6	0.017	0.04
DATA CENTER	160	1,000 SQ. FT.	0.73	16	0.044	0.03
UTILITY	170	1,000 SQ. FT.	12.29	13	0.036	0.44
SPECIALTY TRADE	180	1,000 SQ. FT.	9.82	20	0.055	0.54
AVERAGE (STUDIES = TOTAL)			3.93	362	1.000	2.95

Notes: Industrial Trip Generation based on the Daily Rate from the 12th Edition of the ITE Trip Generation Manual. The total number of studies (TS) conducted for Daily Trips are used to calculate a Trip Study Weight (TSW). The Trip Generation Weight (TGW) is calculated based on daily trips multiplied by Trip Study Weighting. The total trips per 1,000 sq. ft. is the sum of the weighted Trip Generation (TGW). Light Industrial Example: TSW = (27 / 362) = 0.075; TGW = (3.60 x 0.075) = 0.269. Industrial TG: Sum (0.269 + 0.200 + 0.425 + 0.309 + 0.039 + 0.352 + 0.088 + 0.067 + 0.147 + 0.037 + 0.032 + 0.441 + 0.543) = 2.95.

UNENCLOSED COMMERCIAL RECREATION TRIP GENERATION												
ITE LAND USE	ITE LAND USE CODE	VARIABLE	AM PEAK TRIPS (7 to 9)	AM PEAK FACTOR	AM NUMBER OF STUDIES	PM PEAK TRIPS (4 to 6)	PM PEAK FACTOR	PM NUMBER OF STUDIES	TOTAL NUMBER OF STUDIES	CALCULATED DAILY	TRIP STUDIED (WEIGHTED)	TRIP GENERATION (WEIGHTED)
MINI GOLF	431	HOLES	--	--	--	0.33	0.094	1	1	3.51	0.03	0.11
GOLF DRIVING RANGE	432	TEES	0.40	0.043	1	1.25	0.094	7	8	11.30	0.26	2.92
SOCCER COMPLEX	488	FIELDS	0.99	0.043	5	16.43	0.094	5	10	98.91	0.32	31.90
PICKLEBALL COURTS	489	COURTS	1.93	0.043	3	4.39	0.094	5	8	45.79	0.26	11.82
TENNIS COURTS	490	COURTS	--	--	--	4.21	0.094	2	2	44.79	0.06	2.89
RACQUET / TENNIS CLUB	491	COURTS	--	--	--	3.82	0.094	2	2	40.64	0.06	2.62
TOTAL / AVERAGE					6			22	31		1.00	52.15
UNENCLOSED COMMERCIAL RECREATION TRIP GENERATION PER ACRE												
PUBLIC PARK	410	ACRES	0.05	0.100	6	0.15	0.100	7	13	1.00	0.34	0.34
MINI GOLF	431	ACRES	--	--	--	11.88	0.100	1	1	118.80	0.03	3.13
GOLF DRIVING RANGE	432	ACRES	1.00	0.043	1	3.13	0.094	1	2	28.25	0.05	1.49
SOCCER COMPLEX	488	ACRES	0.25	0.043	5	4.11	0.094	5	10	24.73	0.26	6.51
PICKLEBALL COURTS	489	ACRES	3.86	0.043	3	8.78	0.094	5	8	91.59	0.21	19.28
TENNIS COURTS	490	ACRES	--	--	--	8.42	0.094	2	2	89.57	0.05	4.71
RACQUET / TENNIS CLUB	491	ACRES	--	--	--	7.64	0.094	2	2	81.28	0.05	4.28
TOTAL / *AVERAGE*		ACRES			15			23	38		1.00	39.74

Notes: Outdoor Commercial Recreation Trip Generation based on the AM and PM Peak of adjacent street traffic based on the 12th Edition of the ITE Trip Generation Manual due to the limited number of daily studies. The trip generation for golf driving ranges was converted from tees to acreage based on two and a half (2.5) tees per acre. The trip generation for a soccer complex was converted from fields to acreage based on four (4.0) acres per field plus amenities and sidelines. Mini-golf if based on 18 holes per 1/2 acre or 36 holes per acre. The trip generation for pickleball courts was converted from courts to acreage based on four (4) courts per acre. The trip generation for pickleball, tennis and racquet courts was converted from courts to acreage based on two (2) courts per acre plus amenities and common areas. The total number of studies (TS) conducted for the AM and PM Peaks are used to calculate a Trip Study Weight (TSW).

The Daily Trips (DT) generation is based on the average of the AM Peak divided by the AM Peak factor and the PM Peak divided by the PM Peak factor. AM and PM Peak factors based on the 12th Edition ITE Trip Generation Manual Vehicle Time of Day Distribution for Vehicles. The Trip Generation Weight (TGW) is calculated based on daily trips multiplied by Trip Study Weighting. The total trips per acre is the sum of the weighted Trip Generation (TGW). Public Park Example: DT = ((0.05 / .100) + (0.15 / 0.100)) = 1.00; TSW = (13 / 38) = 0.034; TGW = (1.00 x 0.34) = 0.34. Outdoor Commercial Recreation TG is equal to the sum of the following: (0.34 + 3.13 + 1.49 + 6.51 + 19.28 + 4.71 + 4.28) = 39.74.

ENCLOSED COMMERCIAL RECREATION TRIP GENERATION												
ITE LAND USE	ITE LAND USE CODE	VARIABLE	AM PEAK (7 to 9)	AM PEAK FACTOR	AM NUMBER OF STUDIES	PM PEAK (4 to 6)	PM PEAK FACTOR	PM NUMBER OF STUDIES	TOTAL NUMBER OF STUDIES	CALCULATED DAILY	TRIP STUDIED (WEIGHTED)	TRIP GENERATION (WEIGHTED)
ROCK CLIMBING GYM	434	1,000 SQ. FT.	1.40	0.068	1	1.64	0.123	1	2	16.96	0.03	0.50
MULTI-PURPOSE	435	1,000 SQ. FT.	0.00	0.068	0	3.44	0.123	6	6	27.97	0.09	2.47
TRAMPOLINE PARK	436	1,000 SQ. FT.	0.00	0.068	0	1.50	0.123	3	3	12.20	0.04	0.54
BOWLING ALLEY	437	1,000 SQ. FT.	1.48	0.068	1	1.30	0.123	5	6	16.17	0.09	1.43
HEALTH / FITNESS	492	1,000 SQ. FT.	1.79	0.068	7	3.77	0.073	10	17	38.98	0.25	9.75
ATHLETIC CLUB	493	1,000 SQ. FT.	1.96	0.068	3	3.38	0.073	3	6	37.56	0.09	3.31
BOUTIQUE FITNESS STUDIO	494	1,000 SQ. FT.	11.69	0.068	3	8.00	0.123	2	5	118.48	0.07	8.71
COMMUNITY CENTER	495	1,000 SQ. FT.	2.02	0.068	11	2.89	0.123	12	23	26.60	0.34	9.00
TOTAL	--	--	--	--	26	--	--	42	68	--	1.00	35.70

Notes: Indoor Commercial Recreation Trip Generation based on the AM and PM Peak of adjacent street traffic per 1,000 square feet (SQ. FT.) based on the 12th Edition of the ITE Trip Generation Manual due to the limited number of daily studies. The total number of studies (TS) conducted for the AM and PM Peaks are used to calculate a Trip Study Weight (TSW). The Daily Trips (DT) generation is based on the average of the AM Peak divided by the AM Peak factor and the PM Peak divided by the PM Peak factor. AM and PM Peak factors based on the 12th Edition ITE Trip Generation Manual Vehicle Time of Day Distribution for Vehicles. The Trip Generation Weight (TGW) is calculated based on daily trips multiplied by Trip Study Weighting. The total trips per 1,000 SQ. FT. is the sum of the weighted Trip Generation (TGW). Community Center Example: DT = ((2.02 / .068) + (2.89 / 0.123)) = 26.60; TSW = (23 / 68) = 0.34; TGW = (26.60 x 0.34) = 9.00. Indoor Commercial Recreation Trip Generation is the sum of (0.50 + 2.47 + 0.54 + 1.43 + 9.75 + 3.31 + 8.71 + 9.00) = 35.70.

OFFICE TRIP GENERATION						
USE	ITE	VARIABLE	DAILY TRIPS (DT)	NUMBER OF STUDIES (TS)	WEIGHTED TRIP STUDY (TSw)	WEIGHTED TRIP GENERATION (TGw)
HOSPITAL	610	1,000 SQ. FT.	10.70	6	0.06	0.68
CLINIC	630	1,000 SQ. FT.	37.60	9	0.09	3.56
VETERINARY	640	1,000 SQ. FT.	21.50	6	0.06	1.36
EMERGENCY CARE	650	1,000 SQ. FT.	24.94	4	0.04	1.05
OFFICE	710	1,000 SQ. FT.	7.83	22	0.23	1.81
SMALL OFFICE	712	1,000 SQ. FT.	14.39	21	0.22	3.18
CORPORATE HEADQUATERS	714	1,000 SQ. FT.	11.17	3	0.03	0.35
SINGLE TENANT	715	1,000 SQ. FT.	12.30	3	0.03	0.39
MEDICAL OFFICE	720	1,000 SQ. FT.	34.03	16	0.17	5.73
RESEARCH & DEVELOPMENT	760	1,000 SQ. FT.	9.47	1	0.01	0.10
BUSINESS PARK	770	1,000 SQ. FT.	9.97	4	0.04	0.42
TOTAL				95	1.00	18.63

Notes: Office Trip Generation based on Daily Weekday Trip Generation per 1,000 squate feet (SQ. FT.) based on the 12th Edition of the ITE Trip Generation Manual. The total number of studies (TS) conducted are used to calculate a Weighted Trip Study (TSw). The Daily Trips (DT) generation is based on ITE Trip Generation Manual 12th edition. The Weighted Trip Generation (TGw) is calculated based on Daily Trips (DT) multiplied by the Weighted Trip Study (TSw). The total trips per 1,000 SQ. FT. is the sum of the Weighted Trip Generation (TGw). Office Example: TSw = (22 / 95) = 0.23; TGw = (7.83 x 0.23) = 1.81. Office Trip Generation is the sum of (0.68 + 3.56 + 1.36 + 1.05 + 1.81 + 3.18 +0.35 + 0.39 + 5.73 + 0.10 + 0.42) = 18.63.

RETAIL TRIP GENERATION						
USE	ITE LAND USE CODE	UNIT OF MEASURE	DAILY TRIPS (DT)	NUMBER OF STUDIES (TS)	WEIGHTED TRIP STUDY (TSw)	WEIGHTED TRIP GENERATION (TGw)
MULTI-TENANT GREATER THAN 150K	820	1,000 SQ. FT.	36.39	32	0.70	25.31
MULTI-TENANT 40K to 150K WITHOUT SUPERMARKET	821	1,000 SQ. FT.	65.38	6	0.13	8.53
MULTI-TENANT 40K to 150K WITH SUPERMARKET	821	1,000 SQ. FT.	101.43	4	0.09	8.82
MULTI-TENANT UNDER 40K	822	1,000 SQ. FT.	54.45	4	0.09	4.73
TOTAL		1,000 SQ. FT.	--	46	1.00	47.40

Notes: Multi-Tenant Retail Trip Generation based on Daily Weekday Trip (DT) Generation per 1,000 square feet (SQ. FT.) based on the 12th Edition of the ITE Trip Generation Manual. The simple average for daily trips is for information purposes only to illustrate the difference compared to weighted trips. The total number of studies (TS) conducted are used to calculate a Weighted Trip Study (TSw). The Weighted Trip Generation (TGw) is calculated based on Daily Trips (DT) multiplied by the Weighted Trip Study (TSw). The total trips per 1,000 SQ. FT. is the sum of the Weighted Trip Generation (TGw). Multi-Tenant Under 40K Example: TSw = (4 / 46) = 0.09; TGw = (54.45 x 0.09) = 4.73. Retail Trip Generation is the sum of (25.31 + 8.53 + 8.82 + 4.73) = 47.40.

HIGH IMPACT RETAIL TRIP GENERATION						
USE	ITE LAND USE CODE	UNIT OF MEASURE	DAILY TRIPS (DT)	NUMBER OF STUDIES (TS)	WEIGHTED TRIP STUDY (TSw)	WEIGHTED TRIP GENERATION (TGw)
MULTI-TENANT 40K to 150K WITH SUPERMARKET	821	1,000 SQ. FT.	101.43	4	0.03	3.07
SUPERMARKET	850	1,000 SQ. FT.	92.29	21	0.16	14.68
PHARMACY WITH DRIVE-THRU	881	1,000 SQ. FT.	107.20	17	0.13	13.81
MARJUANA DISPENSARY	882	1,000 SQ. FT.	227.76	10	0.08	17.25
LIQUOR STORE	899	1,000 SQ. FT.	107.21	5	0.04	4.06
DRIVE-IN BANK	912	1,000 SQ. FT.	98.85	20	0.15	14.98
FINE DINING RESTAURANT	931	1,000 SQ. FT.	79.03	5	0.04	2.99
HIGH TURN OVER RESTAURANT	932	1,000 SQ. FT.	103.75	50	0.38	39.30
TOTAL		1,000 SQ. FT.	114.69	132	1.00	110.15

Notes: High Impact Retail Trip Generation based on Daily Weekday Trip (DT) Generation per 1,000 square feet (SQ. FT.) based on the 12th Edition of the ITE Trip Generation Manual. The simple average for daily trips is for information purposes only to illustrate the differance compared to weighted trips. The total number of studies (TS) conducted are used to calculate a Weighted Trip Study (TSw). The Weighted Trip Generation (TGw) is calculated based on Daily Trips (DT) multiplied by the Weighted Trip Study (TSw). The total trips per 1,000 SQ. FT. is the sum of the Weighted Trip Generation (TGw). Supermarket Example: TSw = (21 / 132) = 0.16; TGw = (92.29 x 0.16) = 14.68. High Impact Retail Trip Generation is the sum of (3.07 + 14.68 + 13.81 + 17.25 + 4.06 + 14.98 + 2.99 + 39.30) = 110.15.

CONVENIENCE RETAIL TRIP GENERATION												
USE	ITE LAND USE CODE	UNIT OF MEASURE	AM PEAK (7 to 9)	AM PEAK FACTOR	AM NUMBER OF STUDIES	PM PEAK (4 to 6)	PM PEAK FACTOR	PM NUMBER OF STUDIES	TOTAL NUMBER OF STUDIES (TS)	DAILY TRIPS (DT)	WEIGHTED TRIP STUDY (TSw)	WEIGHTED TRIP GENERATION (TGw)
CONVENIENCE STORE	851	1,000 SQ. FT.	63.76	0.062	28	48.30	0.071	28	56	854.33	0.07	63.20
FAST FOOD WITHOUT DRIVE-THRU	933	1,000 SQ. FT.	39.55	0.020	1	36.73	0.075	5	6	1233.62	0.01	9.78
FAST FOOD WITH DRIVE-THRU	934	1,000 SQ. FT.	33.24	0.036	55	31.60	0.067	139	194	697.49	0.26	178.75
COFFEE DONUT WITHOUT DRIVE-THRU	936	1,000 SQ. FT.	91.02	0.100	26	31.53	0.044	17	43	813.40	0.06	46.20
COFFEE DONUT WITH DRIVE-THRU	937	1,000 SQ. FT.	85.41	0.100	84	39.00	0.044	41	125	870.23	0.17	143.70
CONVENIENCE STORE WITH GAS (2 TO 8 POSITIONS)	945	1,000 SQ. FT.	37.14	0.062	45	43.33	0.071	46	91	604.66	0.12	72.69
CONVENIENCE STORE WITH GAS (9 TO 15 POSITIONS)	945	1,000 SQ. FT.	48.60	0.065	56	50.08	0.068	61	117	742.08	0.15	114.69
CONVENIENCE STORE WITH GAS (16 TO 24 POSITIONS)	945	1,000 SQ. FT.	64.97	0.065	59	61.09	0.068	66	125	948.96	0.17	156.70
TOTAL		1,000 SQ. FT.							757	845.60	1.00	785.71
DRIVE-THRU & FUEL POSITION TRIP GENERATION ADJUSTMENT												518.55
NET TRIP GENERATION (BASED ON TGw PER 1,000 SQ. FT. MINUS DRIVE-THRU & FUEL POSITION TRIP GENERATION ADJUSTMENT: (785.71 - 515.55 = 267.16)												267.16

Notes: Convenience Retail Trip Generation based on Daily Weekday Trip (DT) Generation per 1,000 square feet (SQ. FT.) based on the 11th Edition of the ITE Trip Generation Manual. The simple average for daily trips is for information purposes only to illustrate the difference compared to weighted trips. The total number of studies (TS) conducted are used to calculate a Weighted Trip Study (TSw). The Weighted Trip Generation (TGw) is calculated based on Daily Trips (DT) multiplied by the Weighted Trip Study (TSw). The total trips per 1,000 SQ. FT. is the sum of the Weighted Trip Generation (TGw). Convenience Store Example: TSw = (56 / 757) = 0.07; TGw = (854.33 x 0.07) = 63.20. Convenience Retail Trip Generation is the sum of (63.20 + 9.78 + 178.75 + 46.20 + 143.70 + 72.69 + 114.69 + 156.70) = 785.71.

The same methodology applies to the Drive-Thru and Fuel Position Trip Generation Adjustmemt. The total number of studies (TS) is as follows: (Drive-Thru = 35; Fuel Position = 420; 35 + 420 = 455). The trip study weight (TSw) is as follows: (35 / 455 = 0.077; 420 / 455 = 0.923). The weighted trip generation TGw is as follows: (507.99 x 0.077) = 39.12; (259.71 x 2) = 519.42; (519.42 x 0.923) = 479.43). The trip generation for fuel positions is multiplied by two to account for the number of positions per 1,000 sq. ft. The trip generation adjustment is equal to the following: (39.12 + 479.43 = 518.54). The trip generation analysis for Quick Service Restaurant Drive-Thru's and Motor Vehicle Fuel Positions is provided in the trip generation appendix.

MOTOR VEHICLE CHARGING TRIP GENERATION							
ITE LAND USE	ITE LAND USE CODE	UNIT OF MEASURE	ENTER TRIPS	EXIT TRIPS	PEAK HOUR TRP GENERATION	PEAK HOUR FACTOR	DAILY TRIP GENERATION (TG)
MOTOR VEHICLE CHARGING	n/a	CHARGING POSITION	2	2	4	0.065	61.54

Notes: Estimated trip generation assumes each charging position averages 2 motor vehicles per hour spending an average of 30 minutes per charge. Current estimates range between 20 and 45 minutes per charge. The peak hour factor is based on the average AM (0.054) and PM (0.075) peak hour trips to ITE Land Use Code 944 for motor vehicle fueling stations. The peak hour trips are similar to that of ITE Land Use Code 945 Convenience Store with motor vehicle fueling. There is estimated to be an entering and exiting vehicle every 30 minutes for a total of 4 trip per hour. The peak hour factor is 0.065. The following is the calculation: (60 / 30 = 2); (2 x 2 = 4); (4 / 0.065 = 61.54). It should be recognized that this is a new land use and that any end user should be provided the opportunity to provide an alternative trip generation analysis.

MOTOR VEHICLE FUELING TRIP GENERATION												
USE	ITE LAND USE CODE	UNIT OF MEASURE	AM PEAK (7 to 9)	AM PEAK FACTOR	AM NUMBER OF STUDIES	PM PEAK (4 to 6)	PM PEAK FACTOR	PM NUMBER OF STUDIES	TOTAL NUMBER OF STUDIES (TS)	DAILY TRIPS (DT)	WEIGHTED TRIP STUDY (TSw)	WEIGHTED TRIP GENERATION (TGw)
GASOLINE SERVICE STATION	944	PER FUEL POSITION	11.32	0.055	41	14.23	0.077	44	85	195.31	0.20	39.53
CONVENIENCE STORE WITH GAS (2-4K)	945	PER FUEL POSITION	13.65	0.062	71	15.85	0.071	79	150	221.70	0.36	79.18
CONVENIENCE STORE WITH GAS (4-5.5K)	945	PER FUEL POSITION	19.91	0.064	35	19.15	0.068	40	75	296.36	0.18	52.92
CONVENIENCE STORE WITH GAS (5.5-10K)	945	PER FUEL POSITION	23.21	0.064	55	21.08	0.068	55	110	336.33	0.26	88.09
TOTAL		PER FUEL POSITION	*17.02*	*0.061*	202	*17.58*	*0.071*	218	420	*262.42*	1.00	259.71

Notes: Motor Vehicle Fueling Trip Generation based on the AM and PM Peak of adjacent street traffic per the 12th Edition of the ITE Trip Generation Manual. The total number of studies (TS) conducted for the AM and PM Peaks are used to calculate a Weighted Trip Study (TSw). The Daily Trips (DT) generation is based on the average of the AM Peak divided by the AM Peak factor and the PM Peak divided by the PM Peak factor. AM and PM Peak factors based on the 11th Edition ITE Trip Generation Manual Vehicle Time of Day Distribution for Vehicles for applicable ITE Land Use Codes. The Weighted Trip Generation Weight (TGw) is calculated based on Daily Trips multiplied by Weighted Trip Study. The total trips per unit of measure is the sum of the Weighted Trip Generation (WTG). Gasoline Service Station Example: DT = ((11.32 / .055) + (14.23 / 0.077)) = 195.31; TSw = (85/ 420) = 0.20; TGw = (195.31 x 0.20) = 39.53. Motor Vehicle Fueling Trip Generation per 1,000 sq. ft. is the sum of (39.53 + 79.18 + 52.92 + 88.09) = 259.71. ***Average values in the last row are shown in italics for informational purposes only.***

MOTOR VEHICLE REPAIR SERVICE TRIP GENERATION

ITE LAND USE	ITE LAND USE CODE	VARIABLE	AM PEAK (7 to 9)	AM PEAK FACTOR	AM NUMBER OF STUDIES	PM PEAK (4 to 6)	PM PEAK FACTOR	PM NUMBER OF STUDIES	TOTAL NUMBER OF STUDIES (TS)	CALCULATED DAILY TRIPS (DT)	WEIGHTED TRIP STUDY (TSw)	WEIGHTED TRIP GENERATION (TGw)
AUTOMOBILE SALES NEW	840	SERVICE BAY	2.09	0.083	4	2.26	0.082	4	8	26.37	0.10	2.57
TIRE STORE	848	SERVICE BAY	2.69	0.066	21	3.85	0.091	24	45	41.53	0.55	22.79
TIRE SUPERSTORE	849	SERVICE BAY	1.34	0.066	11	2.11	0.091	12	23	21.74	0.28	6.10
QUICK LUBE VEHICLE SHOP	941	SERVICE BAY	5.80	0.083	1	8.70	0.115	1	2	72.77	0.02	1.77
AUTOMOBILE CARE CENTER	942	SERVICE BAY	3.87	0.049	2	4.90	0.110	2	4	61.76	0.05	3.01
TOTAL	--	--	*3.16*	*0.069*	39	*4.36*	*0.098*	43	82	*44.84*	1.00	36.25

Notes: Motor Vehicle Service Trip Generation based on the AM and PM Peak of adjacent street traffic per Service Bay based on the 12th Edition of the ITE Trip Generation Manual due to the limited number of daily studies. The total number of studies (TS) conducted for the AM and PM Peaks are used to calculate a Weighted Trip Study (TSw). The Daily Trips (DT) generation is based on the average of the AM Peak divided by the AM Peak factor and the PM Peak divided by the PM Peak factor. AM and PM Peak factors based on the 12th Edition ITE Trip Generation Manual Vehicle Time of Day Distribution for Vehicles for ITE Land Use Codes 848 and 941. The Weighted Trip Generation Weight (TGw) is calculated based on Daily Trips multiplied by Weighted Trip Study. The total trips per Service Bay is the sum of the Weighted Trip Generation (WTG). Tire Store Example: DT = ((2.69 / .066) + (3.85 / 0.091)) = 41.53; TSw = (45 / 82) = 0.55; TGw = (41.53 x 0.55) = 22.79. Motor Vehicle Service Trip Generation per bay is the sum of (2.57 + 22.79 + 6.10 + 1.77 + 3.01) = 36.25. ***Average values in the last row are shown in italics for informational purposes only.***

RETAIL DRIVE-THRU TRIP GENERATION												
ITE LAND USE	ITE LAND USE CODE	VARIABLE	AM PEAK (7 to 9)	AM PEAK FACTOR	AM NUMBER OF STUDIES	PM PEAK (4 to 6)	PM PEAK FACTOR	PM NUMBER OF STUDIES	TOTAL NUMBER OF STUDIES (TS)	CALCULATED DAILY TRIPS (DT)	WEIGHTED TRIP STUDY (TSw)	WEIGHTED TRIP GENERATION (TGw)
FAST FOOD WITH DRIVE-THRU NO INDOOR SEATING	935	DRIVE-THRU	43.00	0.035	1	59.50	0.067	6	7	1058.32	0.04	40.26
COFFEE DONUT WITH DRIVE-THRU NO INDOOR SEATING	938	DRIVE-THRU	39.81	0.100	20	15.08	0.044	8	28	370.41	0.15	56.37
BANK WITH DRIVE-THRU	912	DRIVE-THRU	8.65	0.063	38	26.98	0.102	111	149	200.91	0.81	162.69
TOTAL		DRIVE-THRU	*30.49*	*0.066*	59	*33.85*	*0.071*	125	184	*543.21*	1.00	259.32
PHARMACY WITH-OUT DRIVE-THRU	880	1,000 SQ. FT.	2.94	0.033	7	8.51	0.094	13	20	89.81	0.24	21.38
PHARMACY WITH DRIVE-THRU	881	1,000 SQ. FT.	3.83	0.033	23	10.24	0.094	41	64	112.50	0.76	85.71
TOTAL	--	1,000 SQ. FT.	*3.39*	*0.033*	30	*9.38*	*0.094*	54	84	*101.15*	1.00	107.10
NET TRIP GENERATION BASED ON PHARMACY W/ DRIVE-THRU (DT) MINUS PHARMACY W/O DRIVE-THRU (DT) TIMES AVERAGE PHARMACY SQ. FT. PER 1,000: (112.50 - 89.81 = 22.69); (13,000 / 1,000 = 13); (22.69 x 13 = 294.93)												294.93
NET TRIP GENERATION BASED ON AVERAGE OF WEIGHTED DRIVE-THRU & WEIGHTED PHARMACY DRIVE-THRU: (259.32 + 294.93 = 554.25); (554.25 / 2 = 277.12)												277.12
NET TRIP GENERATION BASED ON AVERAGE OF FIVE (5) MINUTE WAIT TIME OVER ONE (1) HOUR DIVIDED BY A WEIGHTED AVERAGE PM PEAK HOUR FACTOR OF 0.0958: (60 / 5 = 12); (12 / 0.0958 = 125.26)												125.26

Notes: Drive-Thru Trip Generation based on the AM and PM Peak of adjacent street traffic per 1000 Sq Ft based on the 12th Edition of the ITE Trip Generation Manual due to the limited number of daily studies. The total number of studies (TS) conducted for the AM and PM Peaks are used to calculate a Weighted Trip Study (TSw). The Daily Trips (DT) generation is based on the average of the AM Peak divided by the AM Peak factor and the PM Peak divided by the PM Peak factor. AM and PM Peak factors based on the 12th Edition ITE Trip Generation Manual Vehicle Time of Day Distribution for Vehicles. The Weighted Trip Generation Weight (TGw) is calculated based on Daily Trips multiplied by Weighted Trip Study. The total trips per drive-thru is the sum of the Weighted Trip Generation (WTG). Fast Food with Drive-Thru Example: DT = ((43.00 / .035) + (59.50 / 0.067)) = 1058.32; TSw = (7 / 184) = 0.04; TGw = (1058.32 x 0.04) = 40.26. Drive-Thru Trip Generation is the sum of (40.26 + 56.73 + 162.69) = 259.32. A trip generation per drive-thru was then calculated for pharmacies based on AM and PM peak hour trip generation for a pharmacy with and with-out a drive-thru. The difference in daily trip generation between a pharmacy with and with-out a drive-thru was then calculated. The difference was then calculated for a typically size pharmacy of 13,000 sq. feet. The average of the two drive-thru analysis was then calculated for an average weighted daily trip generation of 294.93 for a drive-thru. The land uses tend to be higher trip generators. A trip generation rate was then calculated assuming 12 vehicles and hour using a drive-thru (5 minutes per vehicle). This average value was then converted to a daily trip generation rate based on the weighted average PM Peak Hour factor for all land uses (0.0958). The new trip generation result is a daily trip generation of 125.26 per drive-thru. This analysis was done to illustrate that the calculated rates did not exceed those of higher trip generating land uses.
Average values in the last row are shown in italics for informational purposes only.

APPENDIX J

Person Travel Demand per Use (PTDu)

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APPENDIX J: PERSON TRAVEL DEMAND PER USE (PTDu)

Land Use Categories (dark grey), Land Use Classifications, and Representative Land Uses (in parentheses)	UNIT OF MEASURE (UOM)	TRIP GENERATION (TG)	% NEW TRIPS (NT)	PERSON TRIP FACTOR (PTf)	PERSON TRIP LENGTH (PTl)	PERSON MILES OF TRAVEL (PMT)	ORIGIN DESTINATION FACTOR (ODf)	PERSON TRAVEL DEMAND (PTD)	ITE LAND USE CODES
Residential & Lodging Uses									
Residential (ADU, Apartments, Attached, Condo, Detached, Duplex, Townhouse, 3 or more attached units)	per 1,000 sq. ft.	4.67	1.00	1.60	2.74	20.47	0.50	10.24	See Reside
Overnight Lodging (B&B, Condo Hotel, Hotel, Motel, Short-term Rental, Transient)	per room	6.02	1.00	1.60	2.74	26.39	0.50	13.20	See Overnight Lod
Mobile Residence (Mobile Home, Recreational Vehicle, Travel Trailer)	per space or lot	5.52	1.00	1.60	2.74	24.20	0.50	12.10	See Mobile Reside
Institutional Uses									
Community Serving (Center, Civic / Fraternal Club, Gallery, Museum, Performance Venues, Place of Assembly or Worship)	per 1,000 sq. ft.	5.23	0.70	1.91	2.96	20.70	0.50	10.35	See Community Ser
Long Term Care (Assisted Living, Care or Recovery Homes, Congregate Living Facility, Nursing Home)	per 1,000 sq. ft.	5.82	1.00	1.60	2.74	25.51	0.50	12.76	See Long Term C
Private Education (Afterschool, Family Day Care, K-12, Pre-K, Trade School, Tutor)	per 1,000 sq. ft.	9.80	0.50	1.76	2.82	24.32	0.50	12.16	See Private Educat
Institutional (College, Hospital, Post Secondary Education, University)	per 1,000 sq. ft.	12.55	0.70	1.76	2.82	43.60	0.50	21.80	See Institutio
Industrial Uses									
Industrial (Assembly, Brewing, Distribution, Fabrication, Flex, Manufacturing, Processing, Storage, Trades, Utilities)	per 1,000 sq. ft.	2.95	1.00	1.39	2.77	11.36	0.50	5.68	See Indust
Commercial Recreational Uses									
Marina (wet berths, dry slips, ancillary repair, yacht club)	per Berth plus per 10 Slips	2.41	0.70	1.69	2.00	5.70	0.50	2.85	4
Unenclosed Commercial Recreation (Commercial amusement, Golf, Multi-Purpose, Recreation, Sports, Tennis)	per Acre	39.74	0.50	1.69	2.00	67.16	0.50	33.58	See Unenclosed Commercial Recreat
Enclosed Commercial Recreation (Commercial amusement, Fitness, Gym, Health, Indoor Sports)	per 1,000 sq. ft.	35.70	0.50	1.69	2.00	60.33	0.50	30.17	See Unenclosed Commercial Recreat
Office Uses									
Office (Administrative, Business Service, Clinic, Dental, Medical, Professional Service, Real Estate, Veterinary)	per 1,000 sq. ft.	18.63	0.70	1.39	2.77	50.21	0.50	25.11	See Of
Commercial & Retail Uses									
Retail (Goods, Local: [Grocery, Pharmacy, or Restaurant], Sales, Services, Stores)	per 1,000 sq. ft.	47.40	0.40	1.68	2.29	72.94	0.50	36.47	See Re
High Impact Retail (Alcoholic Beverage Sales, Banks, Chain: [Grocery, Pharmacy, or Restaurant]	per 1,000 sq. ft.	110.15	0.30	1.68	2.29	127.13	0.50	63.57	See High Impact Re
Convenience Retail (Car Wash, Chain Fast Food, Convenience Market or Store, Gas Stations, Service Stations)	per 1,000 sq. ft.	267.16	0.20	1.68	2.29	205.56	0.50	102.78	See Convenience Re
Additive Fees for Commercial Services & Retail Uses									
Motor Vehicle Charging	per Charging Position	61.54	0.70	1.93	2.06	171.27	0.50	85.63	See Motor Vehicle Charg
Motor Vehicle Fueling	per Fueling Position	259.71	0.20	1.93	2.06	206.51	0.50	103.26	Motor Vehicle Fue
Motor Vehicle Repair Service (Accessories, Brakes, Heavy, Light, Maintenance, Quick Lube, Repair, Tires)	per Bay or Stall	36.25	0.90	1.93	2.06	129.71	0.50	64.86	Motor Vehicle Re
Parking (private paid parking garages or lots, vehicle or equipment auction, storage, rental, towing, transitional lots)	per Space	3.00	1.00	1.93	2.06	11.93	0.50	5.96	Average of three daily trips per sp
Retail Drive-Through (ATM, Bank, Drive-in Business, Dry Cleaner, Dollar Store, Grocery Store, Pharmacy, Restaurant)	per Lane	125.26	0.30	1.93	2.06	149.40	0.50	74.70	See Retail Drive-Thro

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APPENDIX K

2022 National Household Travel Survey Data:

Trip Purpose

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APPENDIX K: TRIP PURPOSE OF FIVE (5) MILES OR LESS

TRIP PURPOSE	TRIP PURPOSE	PERSON TRIPS (PT)	PERSON TRIP FACTOR (PTf)	PERSON MILES OF TRAVEL (PMT)	PERSON MILES OF TRAVEL FACTOR (PMTf)	PERSON TRIP LENGTH (PTL)	VEHICLE TRIPS (VT)	VEHICLE MILES OF TRAVEL (VMT)	VEHICLE TRIP LENGTH (VTL)	VEHICLE OCCUPANCY (VO)
5	HOME	3,932,291,682	1.60	10,792,409,517	1.56	2.74	2,463,630,415	6,939,214,919	2.82	1.23
10	COMMUNITY SERVING	141,594,946	1.91	419,347,708	1.47	2.96	74,141,794	285,226,140	3.85	1.41
15	HOME / FAMILY CARE	3,958,930,912	1.60	10,851,700,158	1.56	2.74	2,479,097,764	6,968,860,240	2.81	1.62
20	SCHOOL / COMMUNITY SERVICE / FAMILY CARE	450,168,263	1.76	1,270,968,359	1.55	2.82	255,950,254	821,962,667	3.21	1.47
25	SOCIAL / EXERCISE / RECREATION / ENTERTAINMENT	932,849,055	1.69	1,865,806,069	1.71	2.00	552,268,291	1,088,730,883	1.97	1.90
30	WORK	1,188,581,608	1.39	3,293,643,881	1.30	2.77	855,210,334	2,526,312,408	2.95	1.25
35	PERSONAL ERRANDS	1,619,424,573	1.93	3,336,135,398	1.60	2.06	840,002,681	2,086,971,077	2.48	2.09
40	MEDICAL / DENTAL / WORK	1,328,831,923	1.37	3,771,139,898	1.29	2.84	972,883,975	2,919,382,629	3.00	1.18
45	BUY GOODS	1,579,055,729	1.57	3,584,946,315	1.66	2.27	1,006,987,932	2,157,169,684	2.14	1.48
50	BUY MEALS	834,372,341	1.53	2,308,892,244	1.49	2.77	547,057,372	1,549,449,191	2.83	1.60
55	BUY GOODS / MEALS / ERRANDS	4,032,852,643	1.68	9,229,973,957	1.59	2.29	2,394,047,985	5,793,589,952	2.42	1.72
60	WORK / SOCIAL VACATION	1,516,832,952	1.46	4,046,581,726	1.40	2.67	1,041,844,793	2,892,327,768	2.78	1.21

Source: 2022 National Household Travel Survey (NHTS). Summary of Trip Purpose for South Atlantic MSA/CMSA less than 1 million population. Average of trips based on trip lengths of 5 Miles or Less.

APPENDIX L

Mobility Fee Schedule

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APPENDIX L: CITY OF FLAGLER BEACH MOBILITY FEE SCHEDULE

Land Use Categories (dark grey), Land Use Classifications, and Representative Land Uses (in parentheses)	Unit of Measure	Mobility Fee
Residential & Lodging Uses		
Residential (ADU, Apartments, Attached, Condo, Detached, Duplex, Townhouse, 3 or more attached units) [1]	per 1,000 sq. ft.	$2,981
Overnight Lodging (B&B, Condo Hotel, Hotel, Motel, Short-term Rental, Transient) [2]	per room	$3,843
Mobile Residence (Mobile Home, Recreational Vehicle, Travel Trailer) [3]	per space or lot	$3,524
Institutional Uses		
Community Serving (Center, Civic / Fraternal Club, Gallery, Museum, Performance Venues, Place of Assembly or Worship)	per 1,000 sq. ft.	$3,014
Long Term Care (Assisted Living, Care or Recovery Homes, Congregate Living Facility, Nursing Home)	per 1,000 sq. ft.	$3,715
Private Education (Afterschool, Family Day Care, K-12, Pre-K, Trade School, Tutor)	per 1,000 sq. ft.	$3,541
Institutional (College, Hospital, Post Secondary Education, University)	per 1,000 sq. ft.	$6,349
Industrial Uses		
Industrial (Assembly, Brewing, Distribution, Fabrication, Flex, Manufacturing, Processing, Storage, Trades, Utilities) [4]	per 1,000 sq. ft.	$1,654
Commercial Recreational Uses [5]		
Marina (wet berths, dry slips, ancillary repair, yacht club)	per Berth plus per 10 Slips	$830
Unenclosed Commercial Recreation (Commercial amusement, Golf, Multi-Purpose, Recreation, Sports, Tennis)	per Acre	$9,779
Enclosed Commercial Recreation (Commercial amusement, Fitness, Gym, Health, Indoor Sports)	per 1,000 sq. ft.	$8,785
Office Uses		
Office (Administrative, Business Service, Clinic, Dental, Medical, Professional Service, Real Estate, Veterinary)	per 1,000 sq. ft.	$7,311
Commercial & Retail Uses		
Retail (Goods, Local: [Grocery, Pharmacy, or Restaurant], Sales, Services, Stores)	per 1,000 sq. ft.	$10,621
High Impact Retail (Alcoholic Beverage Sales, Banks, Chain: [Grocery, Pharmacy, or Restaurant] [6]	per 1,000 sq. ft.	$18,511
Convenience Retail (Car Wash, Chain Fast Food, Convenience Market or Store, Gas Stations, Service Stations) [7]	per 1,000 sq. ft.	$29,931
Additive Fees for Commercial Services & Retail Uses [8]		
Motor Vehicle Charging [9]	per Charging Position	$24,938
Motor Vehicle Fueling [9]	per Fueling Position	$30,069
Motor Vehicle Repair Service (Accessories, Brakes, Heavy, Light, Maintenance, Quick Lube, Repair, Tires) [10]	per Bay or Stall	$18,886
Parking (private paid parking garages or lots, vehicle or equipment auction, storage, rental, towing, transitional lots) [11]	per Space	$1,737
Retail Drive-Through (ATM, Bank, Drive-in Business, Dry Cleaner, Dollar Store, Grocery Store, Pharmacy, Restaurant) [12]	per Lane	$21,754

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APPENDIX L: CITY OF FLAGLER BEACH MOBILITY FEE SCHEDULE

[1] Residential square feet is the sum of livable enclosed (walls, doors, windows) square footage under roof measured from the exterior surface of exterior walls. This includes the square footage of enclosed common areas for multi-family residential uses. Square footage excludes garages, open lanais, porches and patios.

[2] Any space that is leased to a third-party use or provides drinks, food, goods, or services to the public shall be required to pay the applicable mobility fee per the individual uses identified in the mobility fee schedule. Any square footage associated with overnight accommodations would pay the applicable rate per room. Short term rental rates shall be based on the total number or rooms that can reasonably accommodate overnight guest.

[3] Mobile residence includes homes on individual lots, in unified developments, parks, or resorts. Fees are not assessed for RVs or travel trailers that are permitted to be parked on a residential lot with a dwelling unit. Any space that is leased to a third-party use or provides drinks, food, goods, or services to the public shall be required to pay the applicable mobility fee per the individual uses identified in the mobility fee schedule.

[4] Acreage for any unenclosed material and vehicle storage, including but not limited to boats, commercial vehicles, recreational vehicles (RV), and trailers, sales and display shall be converted to square footage.

[5] For Commercial Recreation Uses that feature both indoor facilities and outdoor recreation, the indoor shall be based on the indoor mobility fee rate, the outdoor shall be made on the outdoor rate, any other uses shall pay the applicable mobility fee for the land use.

[6] High Impact Retail includes banks, chain (7 or more locations): [grocery stores or supermarkets, pharmacies or restaurants], beer, liquor, package, and wine and spirits stores.
These uses generate between 75 and 250 daily trips per 1,000 sq. ft. per the latest ITE Generation Manual or alternative study.

[7] Convenience Retail shall mean uses that sell convenience food, snacks and drinks, cigarettes, beer, wine, pre-heated food, lottery tickets, small packaged good. Convenience retail may or may not sell gasoline and may or may not have an automated car wash. Convenience retail may feature prepared food items or quick service restaurants with or without seating and drive-thru's. The square footage shall be based on all enclosed areas under roof. Chain fast food (7 or more locations) includes quick service restaurants, fast food, fast casual, breakfast, bakery, coffee and beverages.

[8] Additive mobility fees are assessed in addition to the mobility fee assessed with the square footage of the building.

[9] Rates per motor vehicle charging or fueling position apply to a convenience store, gas station, general store, grocery store, supermarket, superstore, variety store, wholesale club or service stations with fuel pumps. In addition, there shall be a separate mobility fee for the square footage of any retail building per the applicable mobility fee rate under commercial and retail uses. The number of charging or fueling positions is based on the maximum number of vehicles that could be charged or fueled at one time. Non-commercial vehicle charging stations associated with residential or non-residential uses that are required by the City or are provided by the owner as an amenity and not a commercial purpose shall not be assessed a mobility fee.

[10] Motor Vehicle Repair Service includes maintenance, heavy and light repair, and servicing of motor vehicles. Mobility Fee are assessed per bay or stall, plus a retail rate associated with any additional building square footage under retail uses for waiting areas, parts, supplies, and transactions.

[11] Any private parking that charges for parking, the commercial storage of third party vehicles, not associated with a business on the same parcel or development, any transitional parking that charges for spaces, towing, salvage yards, or the rental of cars, vehicles, or equipment. For unmarked parking without development plans, 25% of the parcel shall be assumed to be used for circulation, the remaining 75% will be converted to square feet and divided by 200 (10' x 20' parking spot) to determine the number of spaces.

[12] Any drive-thru associated with a retail use will be assessed an additive mobility fee in addition to the applicable retail mobility fee per square foot of the building. The number of drive-thru lanes will be based on the number of lanes present when an individual places an order, picks up an order, or makes a transaction whichever is greater.

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APPENDIX M

Bedrooms per Unit by Heated Area in Sq. Ft.

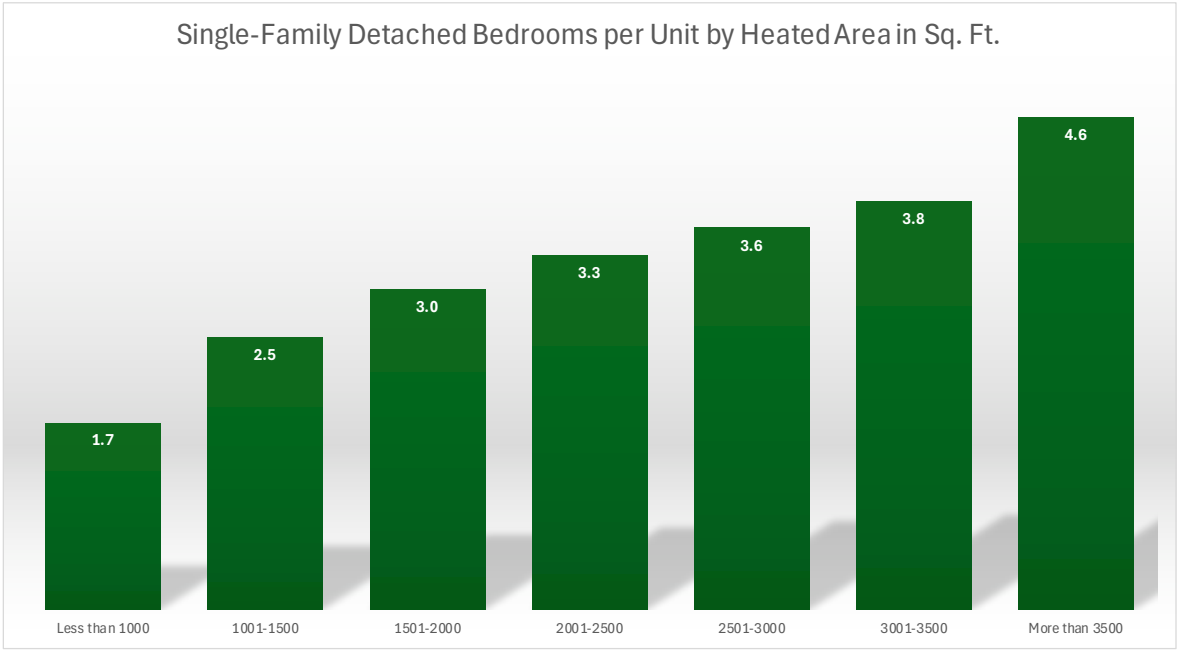
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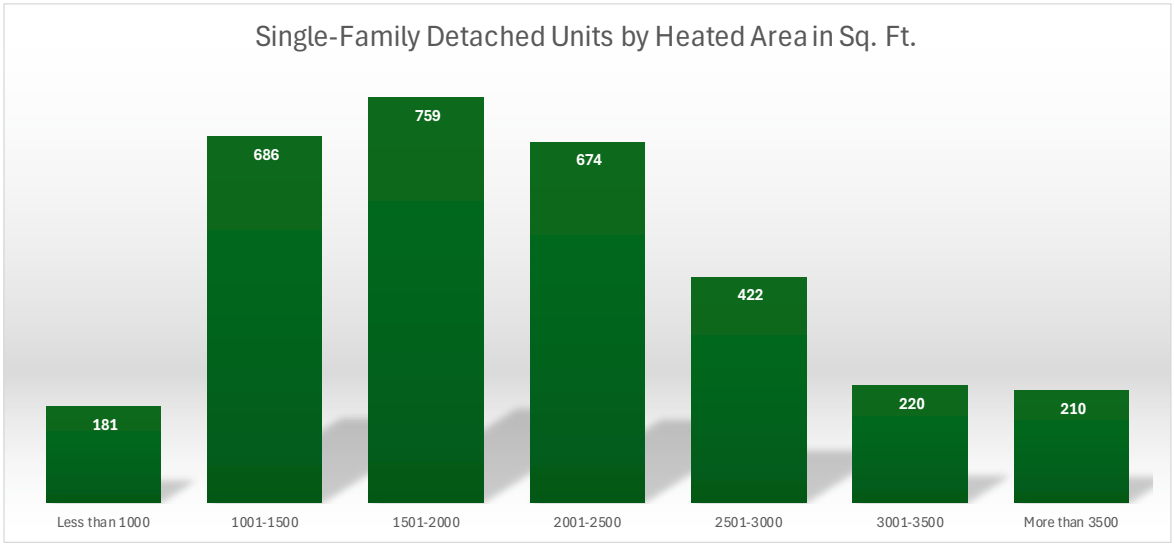
APPENDIX M: BEDROOMS PER UNIT BY HEATED AREA IN SQ. FT.

Residential Land Use Description	Number of Units	Total Area in Sq. Ft.	Total Heated Area in Sq. Ft.	Total Bedrooms	Avg. Sq. Ft. per Unit	Avg. Bedrooms per Unit
Single-Family Detached	3,152	62,333,105	6,590,720	9,860	2,091	3.1
Single-Family Attached (Townhomes)	277	513,660	345,992	661	1,249	2.4
Single-Family Attached Condominiums	713	4,763,482	860,955	1,460	1,208	2.0
Multi-Family Apartments (less than 10 units)	159	550,816	147,281	250	926	1.6
Manufactured Homes	9	117,481	11,069	21	1,230	2.3
Total	**4,310**	**68,278,545**	**7,956,017**	**12,252**	**1,846**	**2.8**

City of Flagler Beach: Single-Family Dettached Bedrooms per Unit by Heated Area in Sq. Ft.

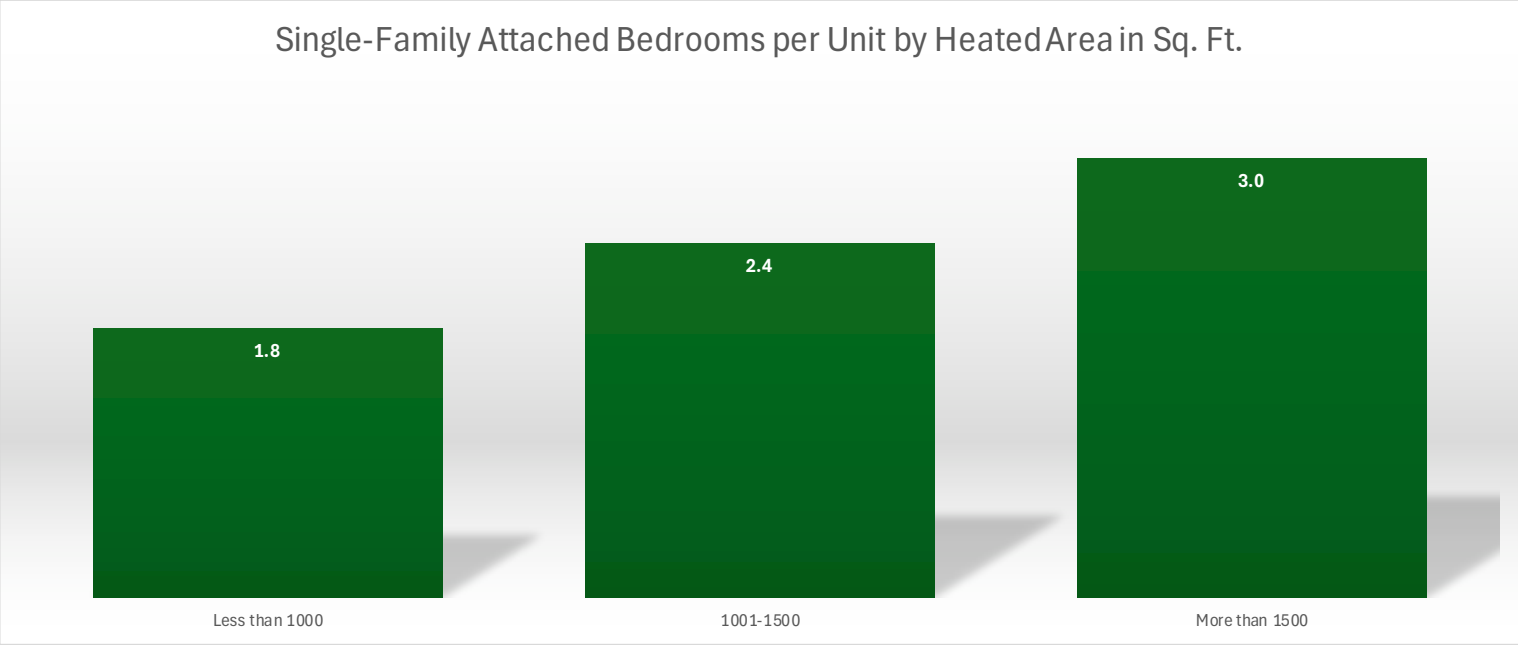
Heated Area	Sum of Total Area	Sum of Heated Area	Sum of Bedrooms	Sum of Residential Units	Bedrooms per Unit
Less than 1000	1,450,139	154,652	315	181	1.7
1001-1500	6,794,755	859,701	1,742	686	2.5
1501-2000	9,596,643	1,317,942	2,265	759	3.0
2001-2500	11,822,284	1,499,811	2,229	674	3.3
2501-3000	11,336,059	1,148,335	1,504	422	3.6
3001-3500	6,713,093	709,506	839	220	3.8
More than 3500	14,620,134	900,773	966	210	4.6
Grand Total	**62,333,105**	**6,590,720**	**9,860**	**3,152**	**3.1**





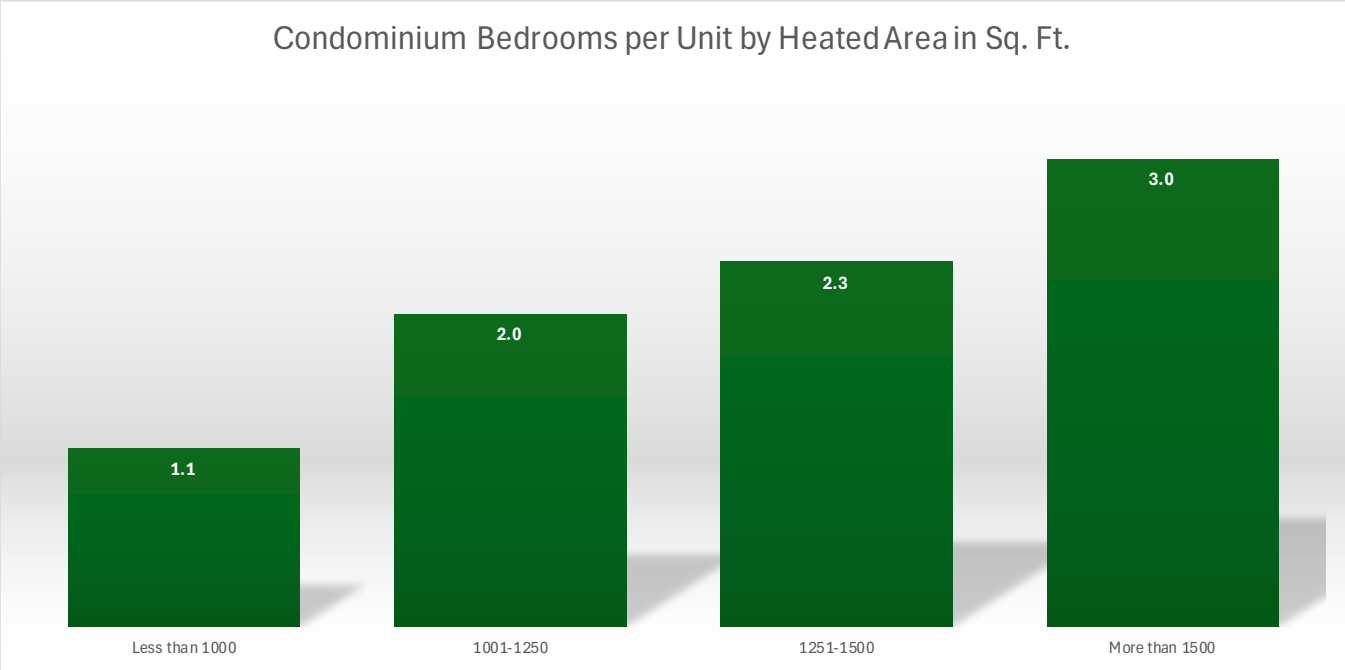
City of Flagler Beach: Single-Family Attached Bedrooms per Unit by Heated Area in Sq. Ft.

Heated Area	Sum of Total Area	Sum of Heated Area	Sum of Bedrooms	Sum of Residential Units	Bedrooms per Unit
Less than 1000	59,381	32,899	68	37	1.8
1001-1500	394,871	277,423	527	218	2.4
More than 1500	59,407	35,670	66	22	3.0
Grand Total	**513,660**	**345,992**	**661**	**277**	**2.4**



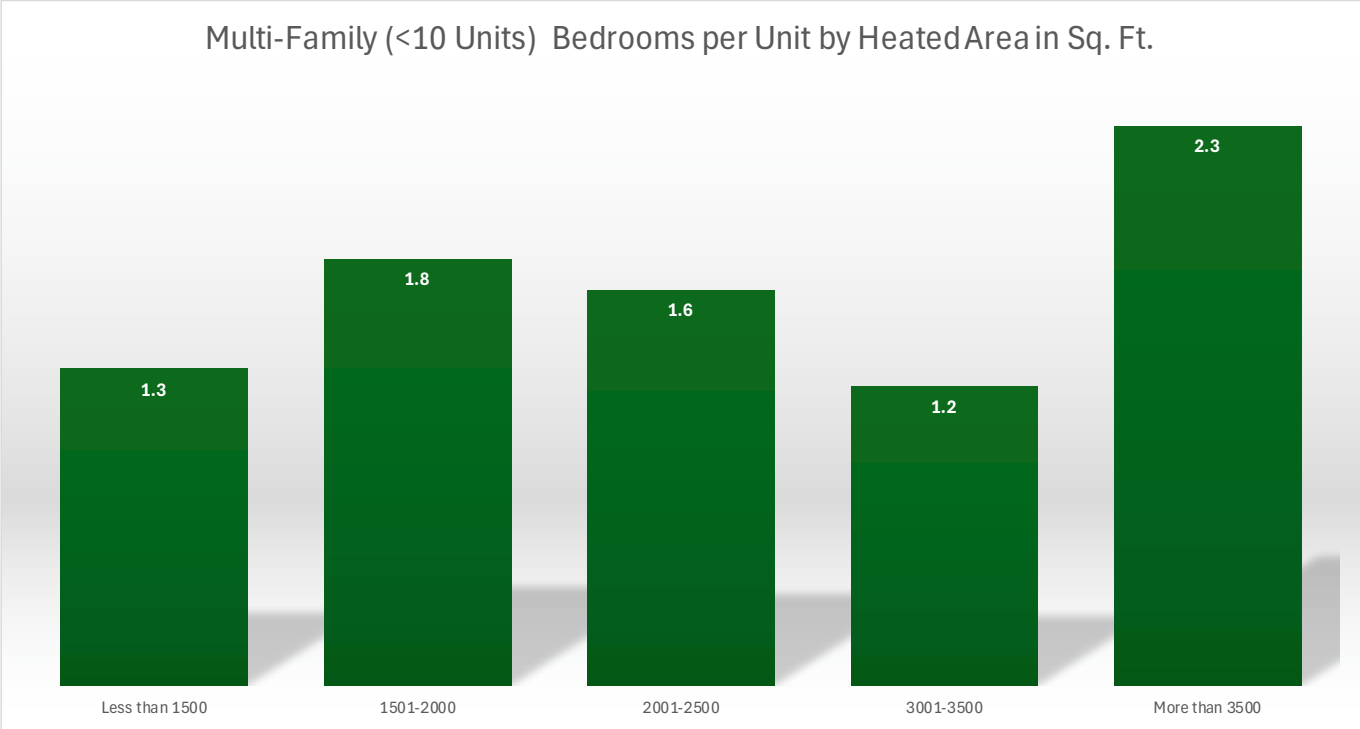
City of Flagler Beach: Condominium Bedrooms per Unit by Heated Area in Sq. Ft.

Heated Area	Sum of Total Area	Sum of Heated Area	Sum of Bedrooms	Sum of Residential Units	Bedrooms per Unit
Less than 1000	263,599	102,205	161	141	1.1
1001-1250	3,681,804	361,542	628	314	2.0
1251-1500	266,465	212,989	365	156	2.3
More than 1500	551,613	184,219	306	102	3.0
Grand Total	**4,763,482**	**860,955**	**1,460**	**713**	**2.0**



City of Flagler Beach: Multi-Family (<10 Units) Bedrooms per Unit by Heated Area in Sq. Ft.

Heated Area	Sum of Total Area	Sum of Heated Area	Sum of Bedrooms	Sum of Residential Units	Bedrooms per Unit
Less than 1500	122,443	20,523	42	32	1.3
1501-2000	107,057	25,986	53	30	1.8
2001-2500	132,505	36,056	59	36	1.6
3001-3500	100,937	35,040	52	42	1.2
More than 3500	87,874	29,676	44	19	2.3
Grand Total	**550,816**	**147,281**	**250**	**159**	**1.6**



APPENDIX N

Bedrooms & Household Vehicles

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APPENDIX N: CITY OF FLAGLER BEACH VEHICLE AVAILABILITY BEDROOMS HOUSEHOLD BY TENURE

VEHICLE AVAILABILITY BY HOUSEHOLD			NUMBER OF BEDROOMS BY HOUSEHOLD			HOUSEHOLD SIZE BY HOUSEHOLD		
Owner occupied:	**2,200**	**Number of Bedrooms**	**Owner occupied:**	**2,200**	**Vehicles Available**	**Owner occupied:**	**2,200**	**Number of Bedrooms**
No vehicle available	117	0	No bedroom	0	0	0 person household	0	0
1 vehicle available	917	2 & 3	1 bedroom	31	0	1 person household	635	0
2 vehicles available	981	2 & 3	2 bedrooms	923	1 & 2	2 person household	1,153	1 & 2
3 vehicles available	98	3 & 4	3 bedrooms	1,015	1 & 2	3 person household	239	1 & 2
4 vehicles available	67	5 or More	4 bedrooms	175	3 & 4	4 person household	101	3 & 4
5 or more vehicles available	20	--	5 or more bedrooms	56	4 or More	5 or more person household	72	4 or More
Renter occupied:	**438**	**Number of Bedrooms**	**Renter occupied:**	**438**	**Vehicles Available**	**Renter occupied:**	**438**	**Number of Bedrooms**
No vehicle available	57	0	No bedroom	0	0	0 person household	0	0
1 vehicle available	206	1 & 2	1 bedroom	66	0 & 1	1 person household	213	0 & 1
2 vehicles available	164	1 & 2	2 bedrooms	192	1 & 2	2 person household	167	1 & 2
3 vehicles available	11	3 & 4	3 bedrooms	45	3 & 4	3 person household	47	3 & 4
4 vehicles available	0	3 & 4	4 bedrooms	135	3 & 4	4 person household	11	3 & 4
5 or more vehicles available	0	5	5 or more bedrooms	0	5	5 or more person household	0	5

Source: American Community Survey (2024) U.S. Census Bureau. Tenure by Vehicles Available (Table ID B25044; Dataset ACSDT5Y2024) Tenure by Bedrooms (Table ID: B25042, Dataset ACSDT5Y2024) Tenure by Household Size (Table ID: B25009, Dataset ACSDT5Y2024)

APPENDIX O

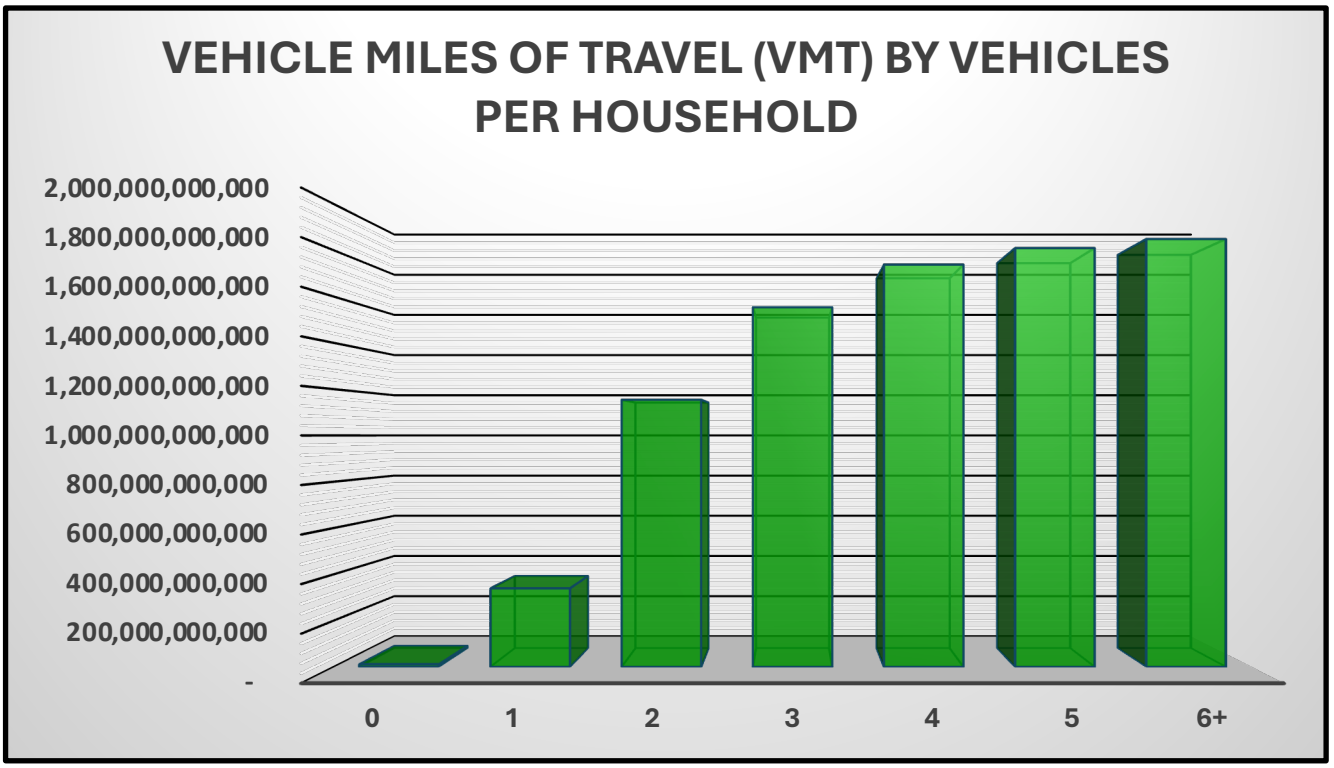
2022 National Household Travel Survey:

Household Vehicles

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APPENDIX O: VEHICLE TRAVEL BY VEHICLES PER HOUSEHOLD				
VEHICLES PER HOUSEHOLD	VEHICLE MILES OF TRAVEL (VMT)	NUMBER OF VEHICLES	VEHICLE MILES OF TRAVEL (VMT) BY VEHICLE	VEHICLE TRIPS
0	11,372,173,826	10,712,489	1,062	1,218,005,495
1	339,528,289,749	52,983,526	6,408	37,848,465,640
2	1,153,966,493,312	101,330,783	11,388	107,495,730,889
3	1,553,440,953,418	118,190,063	13,144	139,181,106,950
4	1,737,878,563,271	124,442,056	13,965	154,665,877,904
5	1,809,057,731,375	126,252,817	14,329	158,697,931,515
6+	1,848,031,458,832	127,544,707	14,489	160,953,195,395

Source: 2022 National Household Travel Survey (NHTS)



APPENDIX P

Mobility Fee Comparison

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APPENDIX P: CITY OF FLAGLER BEACH MOBILITY FEE VS. CITY OF PALM COAST TRANSPORTATION IMPACT FEE

Land Use Categories (dark grey), Land Use Classifications, and Representative Land Uses (in parentheses)	Unit of Measure	Mobility Fee	Palm Coast Transportation Impact Fee
Residential & Lodging Uses			
Residential (ADU, Apartments, Attached, Condo, Detached, Duplex, Townhouse, 3 or more attached units)	per 1,000 sq. ft.	$2,981	$3,770
Overnight Lodging (B&B, Condo Hotel, Hotel, Motel, Short-term Rental, Transient)	per room	$3,843	$4,846
Mobile Residence (Mobile Home, Recreational Vehicle, Travel Trailer)	per space or lot	$3,524	$3,770
Institutional Uses			
Community Serving (Center, Civic / Fraternal Club, Gallery, Museum, Performance Venues, Place of Assembly or Worship)	per 1,000 sq. ft.	$3,014	$5,053
Long Term Care (Assisted Living, Care or Recovery Homes, Congregate Living Facility, Nursing Home) [1]	per 1,000 sq. ft.	$3,715	$5,067
Private Education (Afterschool, Family Day Care, K-12, Pre-K, Trade School, Tutor)	per 1,000 sq. ft.	$3,541	$4,181
Institutional (College, Hospital, Post Secondary Education, University)	per 1,000 sq. ft.	$6,349	$6,980
Industrial Uses			
Industrial (Assembly, Brewing, Distribution, Fabrication, Flex, Manufacturing, Processing, Storage, Trades, Utilities)	per 1,000 sq. ft.	$1,654	$3,835
Commercial Recreational Uses [5]			
Marina (wet berths, dry slips, ancillary repair, yacht club)	per Berth plus per 10 Slips	$830	n/a
Unenclosed Commercial Recreation (Commercial amusement, Golf, Multi-Purpose, Recreation, Sports, Tennis)	per Acre	$9,779	$13,155
Enclosed Commercial Recreation (Commercial amusement, Fitness, Gym, Health, Indoor Sports)	per 1,000 sq. ft.	$8,785	$12,717
Office Uses			
Office (Administrative, Business Service, Clinic, Dental, Medical, Professional Service, Real Estate, Veterinary)	per 1,000 sq. ft.	$7,311	$8,929
Commercial & Retail Uses			
Retail (Goods, Local: [Grocery, Pharmacy, or Restaurant], Sales, Services, Stores) [2]	per 1,000 sq. ft.	$10,621	$12,318
High Impact Retail (Alcoholic Beverage Sales, Banks, Chain: [Grocery, Pharmacy, or Restaurant] [3]	per 1,000 sq. ft.	$18,511	$22,923
Convenience Retail (Car Wash, Chain Fast Food, Convenience Market or Store, Gas Stations, Service Stations)	per 1,000 sq. ft.	$29,931	$57,487
Additive Fees for Commercial Services & Retail Uses			
Motor Vehicle Charging	per Charging Position	$24,938	$34,198
Motor Vehicle Fueling	per Fueling Position	$30,069	$34,198
Motor Vehicle Repair Service (Accessories, Brakes, Heavy, Light, Maintenance, Quick Lube, Repair, Tires)	per Bay or Stall	$18,886	$18,028
Parking (private paid parking garages or lots, vehicle or equipment auction, storage, rental, towing, transitional lots)	per Space	$1,737	n/a
Retail Drive-Through (ATM, Bank, Drive-in Business, Dry Cleaner, Dollar Store, Grocery Store, Pharmacy, Restaurant) [4]	per Lane	$21,754	$32,819

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[1] Palm Coast Transportation Impact Fee (TIF) based on number of beds. For comparison purposes, assumes 3 beds per 1,000 sq. ft.

[2] Palm Coast comparison based on average of multi-tenant retail and free-standing retail TIF

[3] Palm Coast comparison based on average of Pharmacy, Sit Down Restaurant, and Supermarket

[4] Palm Coast comparison based on average of Pharmacy drive-thru, Bank drive-thru, and Restaurant drive-thru

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This is the Last Page in the

City of Flagler Beach

Mobility Fee Technical Report

April 2026

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City of Flagler Beach 2050 Mobility Plan

APRIL 2026



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Appendix A: Traffic Characteristics Report

Appendix B: Quality of Service Inventory

Appendix C: City of Flagler Beach 2050 Mobility Plan

DRAFT

Acknowledgments

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Rick Belhumeur, Vice Chairman
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John Cunningham, Commissioner
Ricky Jernigan, Commissioner

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NUE URBAN CONCEPTS
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Introduction

Flagler Beach, located along Florida's northeast Atlantic coast in Flagler County, is a small seaside city known for its laid-back character, scenic shoreline, and strong sense of community. Incorporated in 1925 during Florida's land boom era, Flagler Beach developed as a modest oceanfront town shaped by its coastal environment and proximity to larger cities like Daytona Beach and St. Augustine. Today, Flagler Beach has a population of just over 5,600 residents[1], offering a quiet, small-town atmosphere with a steady mix of longtime locals and visitors drawn to its authentic "Old Florida" charm.



Flagler Beach's compact downtown is centered along State Road A1A, where ocean views, local shops, and casual restaurants create a vibrant yet unpretentious main street. Landmarks such as the Flagler Beach Pier (a focal point for fishing, sightseeing, and community gatherings) reflect the city's deep connection to the Atlantic Ocean. Local establishments, beachside cafes, and weekly farmers markets contribute to a strong local economy and reinforce the city's identity as a relaxed coastal destination.

Despite its many strengths, such as its natural environment and outdoor recreational opportunities, Flagler Beach faces challenges common to small coastal communities. Coastal erosion and storm vulnerability (particularly during hurricane season) pose ongoing threats to infrastructure and the beachfront along A1A. Efforts to maintain and rebuild dunes, protect roadways, and enhance long-term resilience are key priorities for local and state agencies. Additionally, while the city's walkable scale encourages pedestrian and bicycle activity, the presence of through-traffic on A1A and Moody Blvd can create safety concerns, requiring careful balance between mobility, tourism access, and quality of life for residents.

In 2026, Flagler Beach's leadership acknowledges that a comprehensive mobility vision and targeted investments in transportation infrastructure are essential to support anticipated growth, foster economic vitality, and enhance the city's safety and connectivity, while still preserving its beach-town character and maintaining a high quality of life for current residents.

The Flagler Beach 2050 Mobility Plan is a vision for the City's transportation system to transition from one focused primarily on moving vehicles quickly, to moving people safely – whether they want to walk, bike, ride transit, or use other mobility devices. Together, the Mobility Plan will create a framework for mobility that will afford the City of Flagler Beach more flexibility in how transportation infrastructure is planned, designed, funded, and constructed to safely accommodate all modes of transportation.

1: BEBR Florida Estimates of Population, 2025

DRAFT

The Mobility Plan serves as the basis for the establishment of a Mobility Fee system that functions as an alternative to transportation concurrency enacted by the Florida Legislature. The Mobility Fee allows new development and redevelopment to mitigate its transportation impact to Flagler Beach's transportation system through payment of a one-time fee.

The Mobility Plan will serve as a guide to proactively plan for and prioritize mobility projects to meet the growth, travel, and mobility needs of the Flagler Beach community. Mobility projects consist of corridor studies and evaluations, road widenings and new roads, Moody Boulevard lane repurposing, intersection improvements, roundabouts, crossings, multi-use trails, priority multimodal corridors with traffic calming, curbless shared streets, context sensitive enhancements, mobility hubs, a water taxi, a microtransit pilot, implementation initiatives, and more.

The Plan seeks to bring together and build upon existing programmed projects, plans, and initiatives including the City's Community Redevelopment Area (CRA) Plan, the City's Comprehensive Plan, Flagler County's Transit Development Plan (TDP), the Florida Department of Transportation's (FDOT) Five Year Work Program, the River-to-Sea Transportation Planning Organization's (TPO) Long Range Transportation Plan (LRTP), and existing plans for new development.

The Mobility Plan will complement these initiatives by planning for mobility in a way that reduces vehicle miles traveled, improves accessibility to key destinations and daily needs, enhances safety, and encourages the use of alternative transportation modes.

The mobility projects identified in the 2050 Mobility Plan form the basis for the City of Flagler Beach Mobility Fee consistent with Florida Statutes 163.3180 and 163.31801. The Mobility Fee is intended to provide a streamlined and simplified way for development activity to mitigate its transportation impact through payment of a one-time Mobility Fee. The Mobility Fee collected from development activity will be used to fund mobility projects identified in the 2050 Mobility Plan to provide a mobility "benefit" to development activity that pays the Mobility Fee.



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Growth in Flagler Beach

The overarching purpose of a mobility plan and associated mobility fee is to proactively manage growth by establishing a clear vision and a sustainable funding mechanism for a transportation system that supports the community's desired development patterns.

Rather than responding to growth on a project-by-project basis, the mobility plan provides a coordinated, long-term framework to guide investment decisions, mitigate congestion, enhance safety, and ensure that future development occurs in a manner consistent with the community's goals and priorities.

The 2050 Mobility Plan establishes a framework over the next 24 years to move people and provide choices through mobility projects established to meet the "needs" of projected growth in population, jobs, and travel demand.

Using the best data available, by 2050 the population in Flagler Beach is projected to be roughly 8,292 people and the number of jobs in Flagler Beach is projected to be 2,691.

Population & Jobs		
Year	**Population**	**Jobs**
2025 / 2023	5,659	1,781
2050	8,292	2,691
Increase	2,633	910

Source: City of Flagler Beach Mobility Fee Technical Report



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Mobility Fee Overview

The City of Flagler Beach Mobility Fee has been developed to fund mobility projects identified in the 2050 Mobility Plan.

Mobility Fees are not: (1) a reoccurring tax; (2) assessed to existing residential or non-residential property; or (3) deposited into general revenue funds of the City.

Mobility Fees are: (1) a streamlined one-time assessment on new development within the City; (2) intended to offset the travel demand impact of new development; and (3) deposited into special revenue funds for mobility fees to be expended within a defined benefit district.

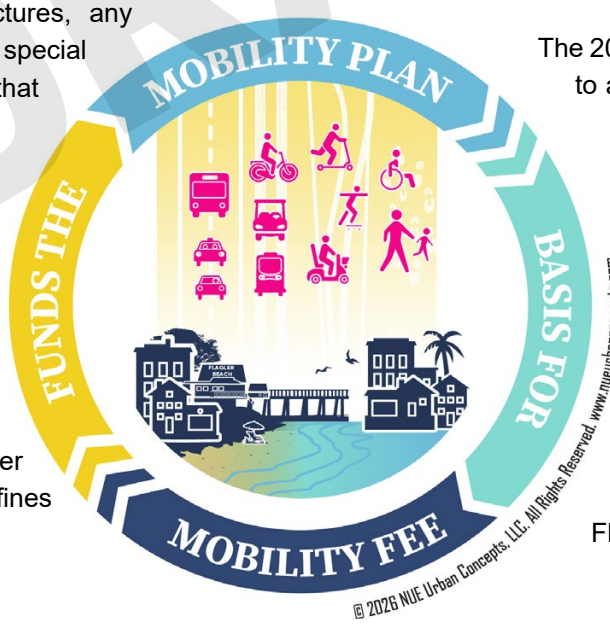
New Development is defined as "new residential and nonresidential construction, any new land alteration or site preparation activity, any new construction of buildings or structures, any modification, reconstruction, redevelopment, or expansion of buildings or structures, any change of use of a building, land, or structure, and any special exception approval, variance, or special use permit that results in an impact to the transportation system."

Impact is defined as "any new development that results in an increase in person travel demand above the demand generated by the existing use of property, including submerged lands."

The Mobility Plan & Mobility Fee System features one **Assessment Area** for the City of Flagler Beach. The Assessment Area is concurrent with the City of Flagler Beach's municipal limits. The assessment area defines where new development is assessed a mobility fee.



The Mobility Plan & Mobility Fee System also features one (1) geographical based **Benefit District**. The Benefit District extends beyond City limits to ensure that the City can expend Mobility Fees on projects identified in the Mobility Plan outside current City limits to (1) expand the street network concurrent with new development and (2) to contribute mobility fees to County and State projects outside City limits that improve mobility to the City.



The 2050 Mobility Plan establishes the mobility projects needed to accommodate future travel demands. The City of Flagler Beach Mobility Fee Technical Report documents the data and methodology used to develop a Mobility Fee to mitigate the impact of new development.

The Mobility Plan & Mobility Fee System meets legally established dual rational nexus requirements for "need" and "benefit" and the Mobility Fee is roughly proportional to the impact of new development. The Mobility Plan & Mobility Fee System has been developed consistent with the requirements of Florida Statute Sections 164.3164, 163.3180, 163.31801, and Florida Statute Chapter 380.

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Transportation Evaluation

As part of the development of the City of Flagler Beach Mobility Plan and Mobility Fee, a comprehensive evaluation was performed to assess transportation needs across all modes of travel. This evaluation included a detailed review of vehicle traffic conditions, as well as a multimodal Quality of Service (QOS) analysis designed to measure how well the City's transportation network accommodates walking, bicycling, and other modes of travel. Together, these components provide a full picture of the transportation system's performance and inform project recommendations for the Mobility Plan.

Traffic Characteristics Evaluation

The foundation of the vehicular analysis was the Traffic Characteristics Evaluation (***Appendix A***). This evaluation enabled the project team to:

- Establish baseline traffic conditions across the roadway network
- Identify existing capacity deficiencies and operational concerns
- Evaluate how anticipated growth will impact roadway performance
- Highlight corridors likely to require capacity or operational improvements

Given Flagler Beach's strategic role as the "downtown" of Flagler County, the City anticipates increased travel demand in the future, driven not only by new residents and employment growth, but also by visitors from across Flagler County and beyond. Proactive planning and the establishment of mobility fees now will allow Flagler Beach to leverage this growth to strengthen its urban core, support infrastructure investments, and enhance downtown as a destination, rather than allowing growth to strain the City's existing transportation system.

The City's Mobility Study Area is projected to experience an increase in both vehicle and person travel demand over the next 24 years. Vehicle Miles of Travel (VMT) on the major roads is projected to increase by 126,490. The total Person Miles of Travel (PMT) increase on the major roads within the City of Flagler Beach Mobility Study Area is projected to increase by 193,530.

Vehicle Miles of Travel & Person Miles of Travel

Year	VMT (Arterials & Collectors)	VMT (Limited Access)	PMT (Arterials & Collectors)
2026*	147,520	102,200	225,706
2050**	274,010	198,690	419,235
Increase***	126,490	96,490	193,530

*Mobility Plan Base Year. **Mobility Plan Future Year. ***2026 to 2050.

Source: City of Flagler Beach Mobility Fee Technical Report



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An existing and future areawide LOS analysis was performed for major City, County, and State Roads within the City. Based on the evaluation of existing conditions, the areawide LOS analysis results in a VMT/VMC ratio for 2026 of 0.39. In simplified terms, *traffic in 2026 within the Mobility Study Area is using 39% of the available road capacity*.

The future year areawide LOS analysis accounts for state of future traffic if no additional capacity from new roads and the widening of existing roads were to occur. Based on the evaluation of future conditions, the areawide LOS analysis results in a VMT/VMC ratio for 2050 of 0.73. In simplified terms, *traffic in 2050 within the Mobility Study Area is using 73% of the available road capacity.*

2026 Existing Conditions

Functional Classification	Length (Miles)	Vehicle Miles of Travel (VMT)	Vehicle Miles of Capacity (VMC)	VMT to VMC (VMT/VMC)
Local	0.77	1,010	5,820	0.17
Minor Collector	7.34	9,710	112,400	0.09
Major Collector	1.81	7,350	41,950	0.18
Minor Arterial	7.71	52,510	134,440	0.39
Principal Arterial	3.49	76,940	144,010	0.53
Limited Access	1.08	102,200	206,300	0.50
Total	**22.20**	**249,720**	**644,920**	**0.39**

Source: Traffic Characteristics Evaluation (*Appendix A*)

2050 Future Conditions

Functional Classification	Length (Miles)	Vehicle Miles of Travel (VMT)	Vehicle Miles of Capacity (VMC)	VMT to VMC (VMT/VMC)
Local	0.77	1,870	5,820	0.32
Minor Collector	7.34	18,020	112,400	0.16
Major Collector	1.81	13,650	41,950	0.33
Minor Arterial	7.71	97,540	134,440	0.73
Principal Arterial	3.49	142,930	144,010	0.99
Limited Access	1.08	198,690	206,300	0.96
Total	**22.20**	**472,700**	**644,920**	**0.73**

Source: Traffic Characteristics Evaluation (*Appendix A*)



The results of the traffic characteristics report indicate that there are no existing or projected areawide traffic deficiencies within the Mobility Study Area. On a segment-by-segment basis, there are no existing or future deficiencies beyond those already identified by the County or the State, or those occurring on environmentally constrained roadways.

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Quality of Service Analysis

Recognizing Flagler Beach's desire to shift toward a more multimodal, safety-focused approach, the Mobility Plan incorporates a Multimodal Quality of Service (QOS) inventory (***Appendix B***). This analysis was used to:

- Inventory all existing bicycle, pedestrian, and micromobility facilities throughout the City
- Assess the level of comfort, safety, and connectivity provided by current multimodal infrastructure
- Identify gaps in the network, barriers to mobility, and locations with substandard multimodal performance
- Determine priority projects that would improve multimodal connectivity, safety, and user experience

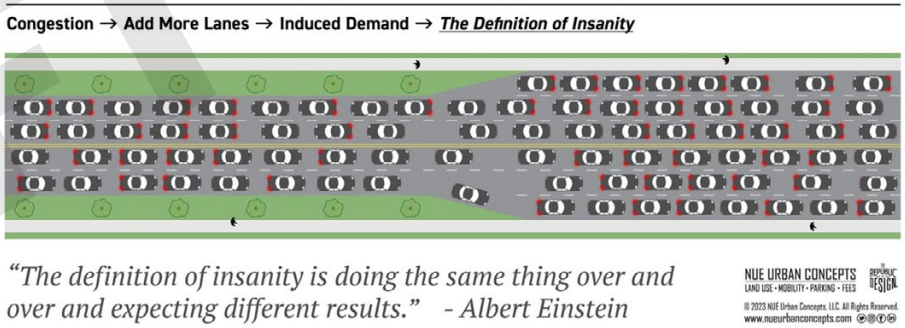
To support this process, draft multimodal QOS standards were developed specifically for Flagler Beach. These standards classify the quality of multimodal facilities, both on-street and off-street, based on key roadway elements such as separation from traffic, street trees, landscape buffers, protection type, posted speed limits, and other design characteristics. By applying these standards, the City can objectively monitor multimodal performance over time and guide future investments that align with Vision Zero goals and community mobility priorities. By combining the traffic characteristics with the multimodal QOS, the evaluation created a balanced framework for identifying future mobility projects for inclusion in the Mobility Plan.

What are Level of Service Standards?

Level of Service (LOS) standards are transportation service standards used by decision makers, planners, and engineers to monitor how the transportation system is performing, where deficiencies lie, and where improvements are needed. This traditional approach prioritizes adding road capacity as a solution for providing mobility and lacks the ability to analyze conditions and provide services for people using other mobility modes.

Is There an Alternative to Chasing Congestion?

No government globally has been able to build enough roads to eliminate congestion. This is due in part to the theory of "induced demand" (aka build it and they will come). The addition of road capacity does not reduce congestion, as the new capacity is used up shortly after being added. The current transportation system did not develop overnight. It is the result of funding and policy decisions over the last 75 years that prioritized the movement of cars. Land use policies that incentivize mixed-use, parking regulations that allow for innovation, and a mobility plan focused on moving people are needed to reimagine and repurpose streets to enhance mobility.





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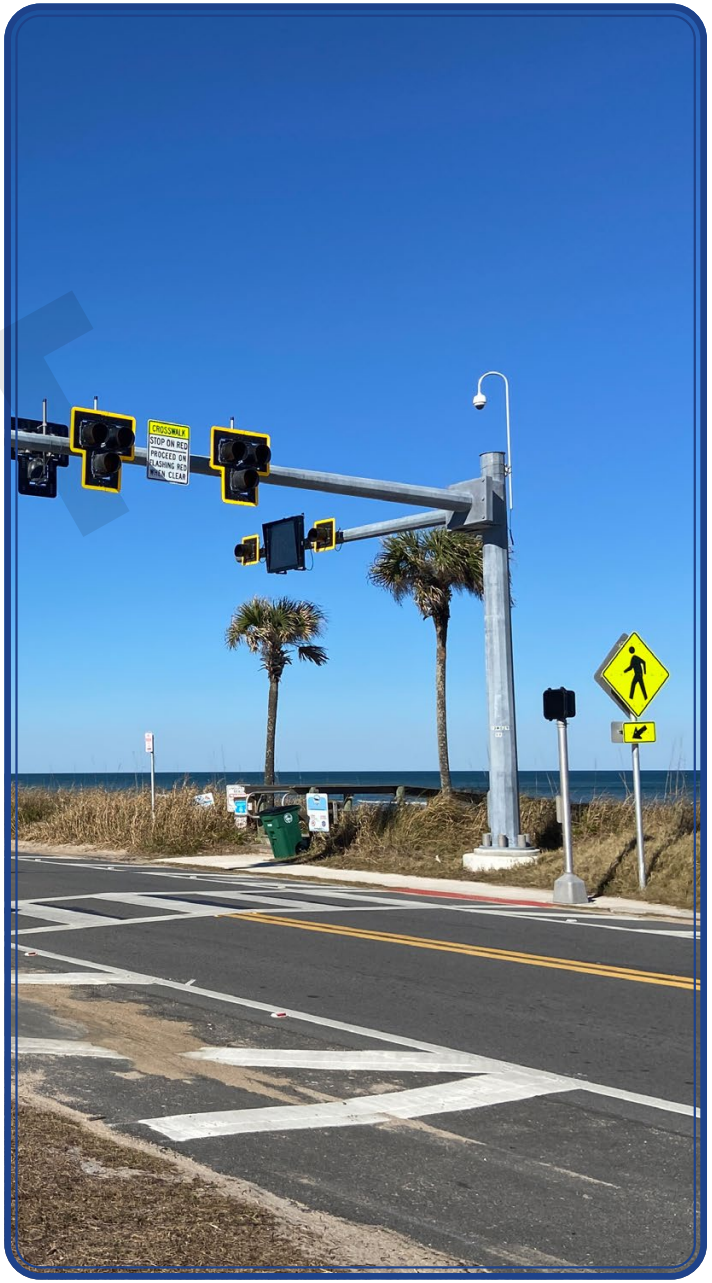
What are Quality of Service Standards?

The adoption of a mobility plan is an opportunity to expand beyond the current practice of evaluating the transportation system solely on the availability of road capacity on a segment-by-segment basis. Florida Statute Section 163.3180 allows local governments to establish multimodal quality of service (QOS) standards for people bicycling, walking, and using alternative modes of transportation to make roads safer for all users.

Quality of Service standards measure how the transportation system is performing from the perspective of people walking, biking, using micromobility, and driving. They are a planning tool used to facilitate innovative street design that balances efficiency for vehicles with safe, comfortable, and accessible facilities for all modes of travel.

Multimodal QOS standards are intended to be used for the following planning and design activities and incorporation into the Comprehensive Plan (CP) and Land Development Regulations (LDRs):

1. Identification of multimodal projects to develop and update the Mobility Plan,
2. Performance measures to evaluate over time changes in service and mobility provided,
3. Determining multimodal capacities for the multimodal projects in the Mobility Plan,
4. Prioritize multimodal projects for annual capital improvement programming,
5. Develop Complete Streets design standards in the LDRs for new and retrofitted streets,
6. Implement FDOT's Context Classifications for Complete Streets,
7. Develop mobility strategies in the CP and LDRs for new development,
8. Develop multimodal site access analysis and internal street evaluation requirements, and
9. Develop multimodal criteria to review CP amendments and Planned Unit Developments.



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Street Quality of Service

The Street Quality of Service (QOS) is based on posted speed limit and establishes a very simple and straightforward premise: streets should be designed at the desired speed of travel. Street QOS allows elected officials to prioritize safety for all users by actively supporting a street QOS of "A" or "B", versus settling for congestion and being resigned to road LOS of "E" or "F".

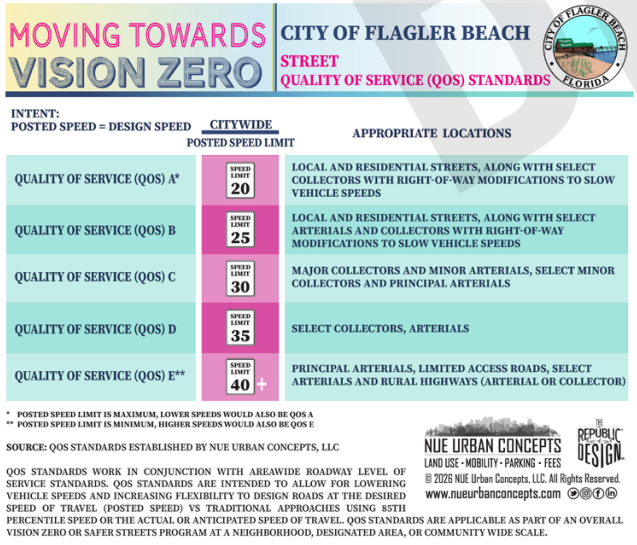
Just because a lower speed limit is posted, does not mean cars will slow down. ***Slowing down cars requires physical changes to the street right-of-way that result in people driving slower and people feeling more comfortable bicycling and walking.*** Changes in speed limits and Street QOS standards are intended to be phased in over time as part of:

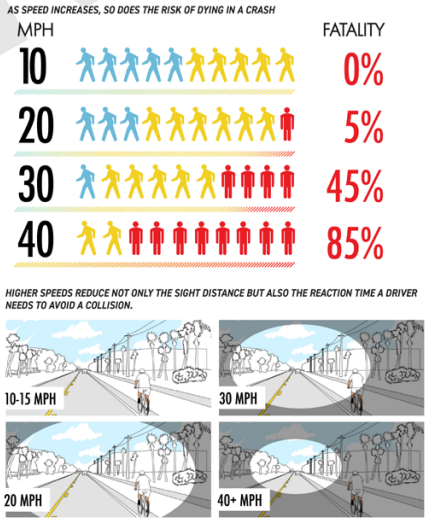
(1) designing new mobility projects;
(2) reimagining and repurposing existing rights-of-way to emphasize the safe movement of people, versus the quick movement of cars; and
(3) as part of neighborhood traffic calming projects to improve safety and reduce cut through traffic.

2026 Street Quality of Service (QOS)

	QOS "A" (Miles)	QOS "B" (Miles)	QOS "C" (Miles)	QOS "D" (Miles)	QOS "E" (Miles)	Total (Miles)	*Percent*
City	0.00	0.42	0.00	1.48	0.00	**1.90**	*9.3%*
Palm Coast	0.00	0.00	0.00	0.00	1.23	**1.23**	*6.0%*
County	0.00	0.00	0.00	1.51	5.22	**6.73**	*33.1%*
State	0.00	2.48	0.00	1.52	6.49	**10.49**	*51.5%*
Total	**0.00**	**2.90**	**0.00**	**4.51**	**12.94**	**20.35**	*100.0%*
Percent	*0.0%*	*14.3%*	*0.0%*	*22.2%*	*63.6%*	*100.0%*	

Source: Quality of Service Inventory (***Appendix B***)





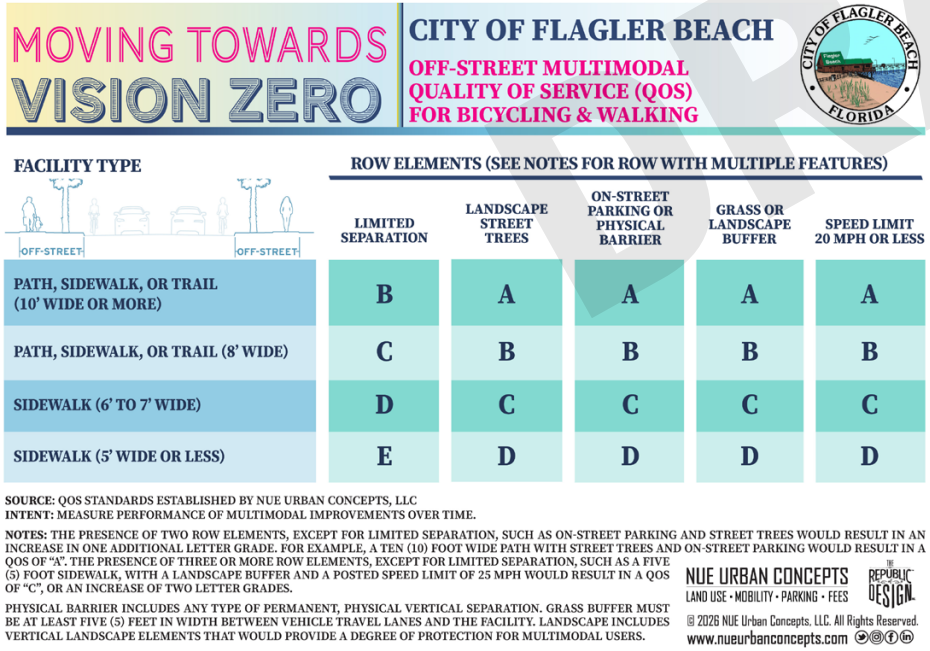
An analysis of 2026 Street Quality of Service (QOS) in Flagler Beach reveals that most of the collectors and arterial roads within the Mobility Study Area are QOS E (63.6%), meaning that the speed limit is 40 MPH or higher. A closer look reveals that most City roads are a QOS D, while most County and State roads are QOS E. It should be noted that this analysis is based only on arterial and collector roads. QOS also has application for local roads and residential streets. Because the City's local and residential streets are posted at 20 MPH, inclusion of local roads would demonstrate greater movement towards Street QOS A. As the City begins implementing the projects in the Mobility Plan, it may wish to consider establishing changes in Street QOS as performance measures for planning purposes. Performance measures allow the City to monitor progress as it strives to achieve a higher quality of service on its transportation network.

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Off-Street Multimodal Quality of Service

Multimodal QOS standards for off-street paths, sidewalks, or trails are based on: (1) the width of the facility (i.e., bike lane, path, sidewalk); (2) the type of physical separation between multimodal facilities and travel lanes for cars, SUVs, trucks, and other motor vehicles; and (3) the posted speed limit.

Off-Street Multimodal QOS Standards are intended for mobility planning and to measure performance of mobility projects over time. Wider facilities provide greater comfort and safety, allowing people walking and biking to pass one another at different speeds more easily, which results in a higher QOS. Similarly, greater separation from vehicle traffic increases perceived and actual safety, leading to higher QOS ratings. Narrow facilities such as sidewalks located directly at the back of curb and adjacent to vehicle travel lanes typically receive the lowest QOS grades. In contrast, wider facilities such as multi-use trails and shared use paths that are set back from traffic by features such as landscaping, street trees, on-street parking, concrete barriers, fences, or bollards achieve the highest QOS grades. For example, expanding a 4-foot-wide sidewalk at the back of curb into a 10-foot-wide sidewalk with a landscaped buffer can improve its QOS rating from an "E" to an "A."



2026 Off-Street Multimodal Quality of Service (QOS)

	QOS "A" (Miles)	QOS "B" (Miles)	QOS "C" (Miles)	QOS "D" (Miles)	QOS "E" (Miles)	Total (Miles)	*Percent*
City	0.00	0.00	0.00	0.42	1.48	**1.90**	*9.3%*
Palm Coast	0.00	0.52	0.00	0.71	0.00	**1.23**	*6.0%*
County	0.00	1.51	1.29	0.00	3.93	**6.73**	*33.1%*
State	0.00	5.93	3.57	0.99	0.00	**10.49**	*51.5%*
Total	**0.00**	**7.96**	**4.86**	**2.12**	**5.41**	**20.35**	*100.0%*
Percent	*0.0%*	*39.1%*	*23.9%*	*10.4%*	*26.6%*	*100.0%*	

Source: Quality of Service Inventory (***Appendix B***)

An analysis was conducted of the existing Quality of Service (QOS) in Flagler Beach for off-street multimodal facilities such as paths, sidewalks, or trails. The analysis shows that 63.0% of all collector and arterial streets in Flagler Beach are QOC C or higher, while 37% are QOS D or QOS E. This indicates that much of the existing transportation system provides adequate off-street infrastructure that makes traveling or recreating as pedestrian, bicyclist, or person riding other mobility devices safer and more convenient. However, there is room for improvement. It's worth noting that approximately 91% of the collectors and arterials in the Mobility Study Area are owned by the State, County, or Palm Coast. Coordinating with these agencies to improve travel in and around Flagler Beach for multimodal modes is essential.

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On-Street Multimodal Quality of Service

The multimodal QOS standards for on-street facilities such as curbless shared streets, bicycle boulevards/shared streets, paved shoulders, and on-street bike lanes are based on the (1) width of the facility; (2) the level of physical separation from motor vehicle travel lanes; (3) the visibility of the facility; and (4) the posted speed limit.

Buffered bicycle lanes include double 6" white edge lines separating bike lanes from adjacent travel lanes. Flex posts, raised pavement markings, or vertical deflection barriers should be provided within the buffer or separation where feasible. Posted speed limit and traffic calming features yielding a speed limit of 20 MPH improves the QOS as the severity of crashes diminishes and comfort for multimodal modes increases. For example, a 4'-wide unseparated bike lane with a posted speed limit of 20 MPH would result in an increase from a QOS of "D" to a QOS of "C".



2026 On-Street Multimodal Quality of Service (QOS)

	QOS "A" (Miles)	QOS "B" (Miles)	QOS "C" (Miles)	QOS "D" (Miles)	QOS "E" (Miles)	Total (Miles)	*Percent*
City	0.00	0.00	0.00	0.00	1.90	**1.90**	*9.3%*
Palm Coast	0.00	0.00	0.00	1.23	0.00	**1.23**	*6.0%*
County	0.00	0.00	0.00	5.22	1.51	**6.73**	*33.1%*
State	0.00	0.00	0.96	2.32	7.21	**10.49**	*51.5%*
Total	**0.00**	**0.00**	**0.96**	**8.77**	**10.62**	**20.35**	*100.0%*
Percent	*0.00*	*0.00*	*4.7%*	*43.1%*	*52.2%*	*100.0%*	

Source: Quality of Service Inventory (***Appendix B***)

An analysis was conducted of the existing Quality of Service (QOS) in Flagler Beach for on-street multimodal facilities such as bicycle lanes, paved shoulders, and shared streets. The analysis shows that only 4.7% of all collectors and arterials in Flagler Beach have a QOS C or higher for on-street facilities, while 95.3% are QOS D or QOS E. This is due, in part, to the existence of off-street facilities on many of these corridors. Where sufficient right-of-way exists, off-street facilities are preferred - particularly along collectors and arterials where posted speeds often exceed 30 mph - to provide safer accommodations for multimodal travel. The Mobility Plan provides several project recommendations that will allow the City to improve on-street QOS for local and residential roads within the City.

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Multimodal Elements

The mobility projects identified in the Mobility Plan were established based on the fundamental guiding elements necessary to transition from a transportation system focused on moving cars towards a safe, comfortable, and convenient transportation system focused on moving people and providing mobility choices. These elements should inform the implementation of each mobility project throughout the full project lifecycle, including planning, design, construction, and long-term maintenance.

FLAGLER BEACH MULTIMODAL ELEMENTS



MOBILITY: THE ABILITY TO MOVE PEOPLE BETWEEN THEIR STARTING PLACE (ORIGIN) TO THEIR DESTINATION BY MULTIPLE WAYS (MODES, SUCH AS WALK, BIKE, TRANSIT, VEHICLE) OF TRAVEL IN A TIMELY (SPEED) AND EFFICIENT MANNER.



OPPORTUNITY: THE ABILITY TO ACCESS RELEVANT ACTIVITIES SUCH AS EMPLOYMENT, EDUCATION, ENTERTAINMENT, HEALTH CARE, PERSONAL SERVICES, RECREATION, AND RETAIL OPPORTUNITIES BY PEOPLE OF ALL AGES, ABILITIES, RACE, AND SOCIOECONOMIC STRATA WITHOUT UNDUE AND UNJUST BURDEN. PEOPLE HAVE A FUNDAMENTAL RIGHT TO MOVE AROUND EASILY, SAFELY, AND CONVENIENTLY.



ACCESSIBILITY: THE EASE AT WHICH PEOPLE OF ALL ABILITIES AND AGES REACH, ENTER, AND USE MODES OF TRAVEL AT THE ORIGIN AND DESTINATION OF THEIR TRIP. PROVIDING AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANT CURB ACCESS RAMPS AT ORIGINS, DESTINATIONS, INTERSECTIONS, DRIVEWAYS, AND MID-BLOCK CROSSINGS IS IMPERATIVE TO REMOVING IMPEDIMENTS TO ACCESS.



CONNECTIVITY: THE NUMBER OF ROUTE OPTIONS PEOPLE HAVE AVAILABLE TO THEM AND THE DIRECTNESS AND/OR DISTANCE OF THOSE ROUTES. INNOVATIVE APPROACHES TO ENHANCE CONNECTIVITY, SUCH AS LOW SPEED OR SHARED STREETS, PATHS AND TRAILS IMPROVE MOBILITY AND ACCESSIBILITY.



VISIBILITY: THE FREQUENCY AT WHICH THOSE DRIVING A VEHICLE SEE PEOPLE WALKING, BICYCLING, SCOOTING, & ACCESSING TRANSIT. MORE PEOPLE WALKING AND BIKING EQUATES TO GREATER AWARENESS THAT PEOPLE WALK AND BICYCLE (AKA SAFETY IN NUMBERS.)



CONTINUITY: THE PROVISION OF UNINTERRUPTED SIDEWALKS, PATHS, TRAILS, AND BIKE LANES THAT MAINTAIN CONSISTENT WIDTH AND CONDITION WITH LOGICAL BEGINNING AND ENDPOINTS. ROADS DO NOT SUDDENLY END OR CHANGE WIDTH WITHOUT WARNING: NEITHER SHOULD SIDEWALKS OR BIKE LANES.



SAFETY: PHYSICAL DESIGN ELEMENTS OF THE BUILT ENVIRONMENT THAT MAKE THE MULTIMODAL TRANSPORTATION SYSTEM COMFORTABLE AND PLEASANT FOR ALL AGES AND ABILITIES.



COMFORT: THE SUM OF ALL THE MULTIMODAL ELEMENTS, COMBINED WITH THE PLUS OVERALL QUALITY OF THE BUILT ENVIRONMENT, THAT SUPPORTS VARIOUS MOBILITY MODES TO ENSURE COMFORTABLE TRAVEL, TRIP SATISFACTION, IMPROVED TRAVEL CHOICES, AND MINIMIZED TRAVEL TIME AND DISTANCE.



SOCIAL VALUE: THE PEOPLE-TO-PEOPLE CONNECTIONS ONE EXPERIENCES IN A SHARED SPACE ENVIRONMENT, WHETHER BIKING, WALKING, OR RIDING TRANSIT. THE SOCIAL VALUE OF THESE INTERACTIONS CAN ENHANCE THE QUALITY OF LIFE IN THE COMMUNITY THROUGH ACTIVE ENGAGEMENTS.

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THE REPUBLIC OF DESIGN

Multimodal Infrastructure

The City's Mobility Plan incorporates various multimodal facilities to accommodate different types of travel including sidewalks, multi-use trails, boardwalks, bike lanes, and shared streets. The images below illustrate the types of multimodal facilities, both on-street and off-street, that are included in the Mobility Plan.

On-Street Typologies



Advisory Sidewalk: Lane and pavement markings that are offset 3' to 4' from the edge of pavement on both sides of the street to provide space for people walking while visually narrowing the overall width of vehicle travel lanes.



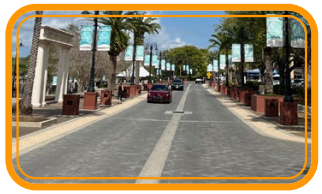
Bike Lane: Paved, marked bicycle facility, adjacent to the outer vehicle travel lane and at least 4-ft wide. Bike lanes may be painted green to increase visibility.



Buffered Bike Lane: Paved, marked bicycle facility at least 4-ft wide with a minimum double 6-inch white edge line separating the bike lane and the adjacent vehicle lane.

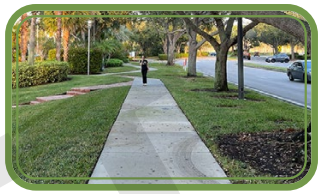


Protected Bike Lane: Paved, marked bicycle facility at least 4-ft wide that includes a separation area with a vertical element such as curbing, concrete or plastic barriers, flexible delineator posts, on-street parking, or landscaping and street trees.



Curbless Shared Street: Pedestrian friendly street designed without traditional curbs, allowing seamless integration of walking, biking, and vehicle traffic. It prioritizes safety and accessibility by using visual cues, textured pavement, and strategic landscaping to manage traffic flow.

Off-Street Typologies



Sidewalk: Concrete walkway between 5-ft and 7-ft wide. Primarily used by pedestrians and it is usually aligned with roadways. Must be ADA compliant.



Multi-Use Trail/Path: Asphalt or concrete walkway facility 10-ft wide or more that allows for the safe movement of non-motorized users, including pedestrians & bicyclists. May or may not be aligned with parallel roadways.





Bicycle Boulevard/Shared Street: A shared street designed with traffic calming measures, enhanced signage, shared lane markings (sharrows), and a lower posted speed limit of 20 MPH to increase awareness that bicycles and other alternative forms of travel are permitted by law to use the full lane.

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2050 Mobility Plan

Flagler Beach's Mobility Plan (Plan) establishes a comprehensive framework for creating a safe, convenient, and well-connected mobility system that serves all users. The Plan identifies a coordinated network of physical improvements to streets, intersections, and key locations throughout the City, with the goal of expanding mobility options while enhancing safety, comfort, and convenience. By addressing gaps in the existing transportation network, the Mobility Plan supports the transition toward a more balanced, multimodal system that accommodates walking, bicycling, golf cart travel, driving, and other forms of mobility.

The Mobility Plan includes roadway, intersection, and multimodal improvements across facilities under City, County, and State jurisdiction, ensuring a coordinated and cohesive approach to mobility throughout Flagler Beach. A key strategy of the Plan is the implementation of context-sensitive improvements that enhance the pedestrian environment in the Downtown and Community Redevelopment Area (CRA), as well as along major corridors such as Moody Boulevard (SR 100) and Ocean Shore Boulevard (SR A1A).

The **overarching goals** of the Mobility Plan are to:

1. Create a complete and connected multimodal transportation network;
2. Improve safety for both vehicular and non-vehicular travel;
3. Reduce and prevent vehicular congestion;
4. Reroute through-traffic to bypass the Downtown and Community Redevelopment Area (CRA);
5. Enhance walkability within the Downtown and CRA;
6. Establish a "park-once" environment that encourages multimodal mobility between destinations; and
7. Provide a clear transportation framework to support redevelopment and long-term economic vitality.

Key projects identified in the Mobility Plan include:

1. Context-sensitive enhancements along Ocean Shore Blvd (SR A1A);
2. Creation of a pedestrian-oriented district along Ocean Shore Blvd (SR A1A);
3. Construction of a bicycle and golf cart path on the Moody Blvd bridge;
4. Implementation of curbless shared streets within the downtown area;
5. Lane repurposing on Moody Blvd;
6. Construction of roundabouts on Moody Blvd at Flagler Ave and SR A1A;
7. Development of mobility hubs to support a park-once environment;
8. Establishment of a Primary Multimodal Corridor along Central Ave;
9. Collector street upgrades along Flagler Ave; and
10. Implementation of a water taxi pilot program.

In addition to physical infrastructure improvements, the Plan proposes a series of implementation initiatives aimed at improving roadway safety, encouraging active transportation, reallocating street space to better serve people, and supporting the creation of a park-once environment. Together, these strategies position the Mobility Plan as a long-term guide for developing a safer, more accessible, and more vibrant transportation system for Flagler Beach. See ***Appendix C*** for further detail related to each mobility project.

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Mobility Plan Project Summary

1.56 miles of
Context-Sensitive Enhancement

1
One-Way Pair Evaluation

0.20 miles of
Reconfiguration

0.88 miles of
Upgrade to Collector

1.62 miles of
Two (2) Lane Divided Reconstruction

4.50 miles of
Widen from Two (2) to Four (4) Lanes

4.57 miles of
Widen from Four (4) to Six (6) Lanes

0.60 miles of
Curbless Shared Street

5.45 miles of
Primary Multimodal Corridor

34.13 miles of
Multi-Use Trail

0.28 miles of
Pedestrian District

1.08 miles of
New Two (2) Lane Complete Street

6
Intersection Improvements

2
Roundabouts

1
Access Management & Corridor Study

1.60 miles of
Water Taxi Service

2
Mobility Hubs

1
Mobility Hub Evaluation

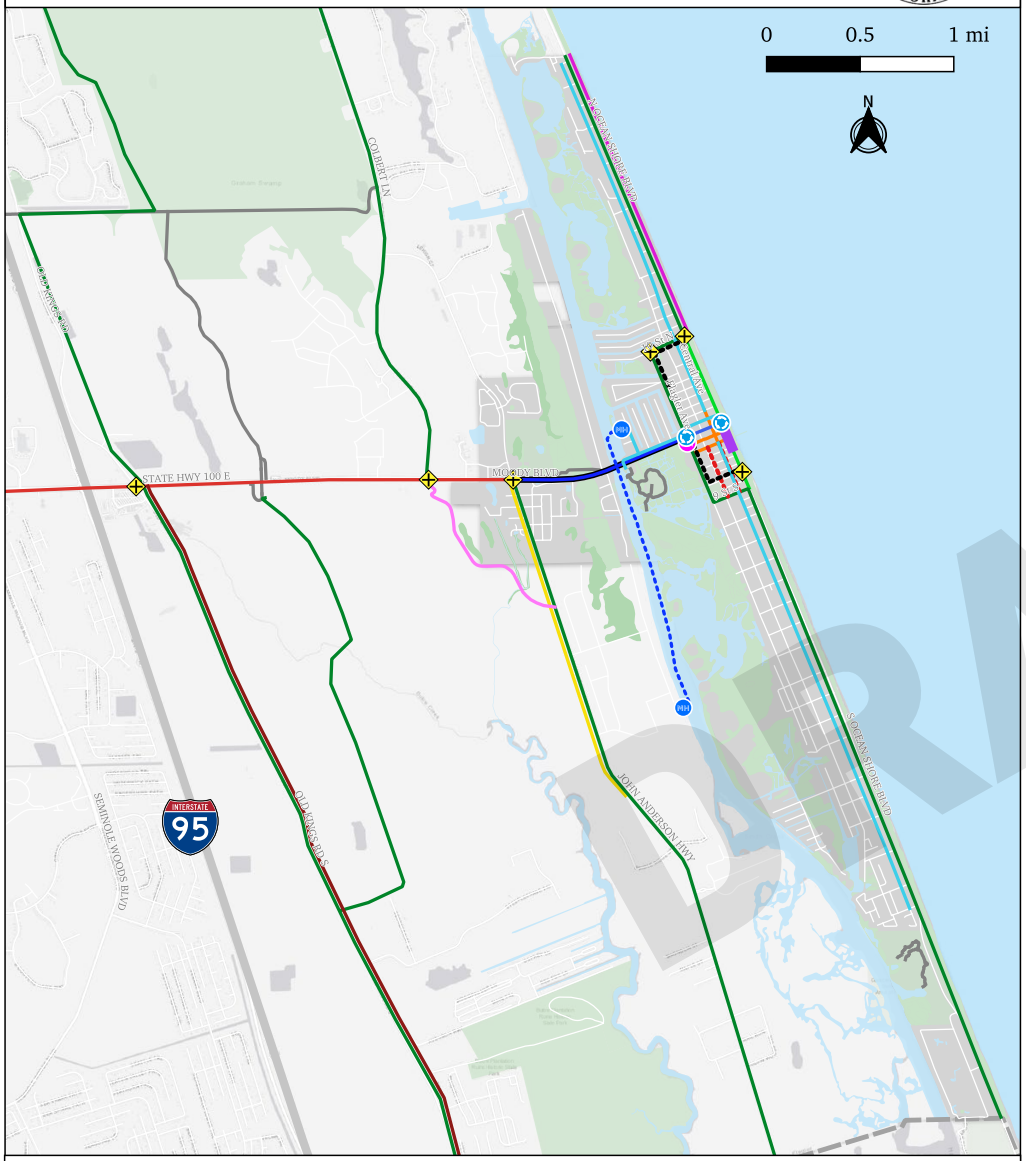
25.68 miles of
Flagler County Bus Route

1
Flagler County Mobility On-Demand (MoD)

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2050 Mobility Plan

City of Flager Beach



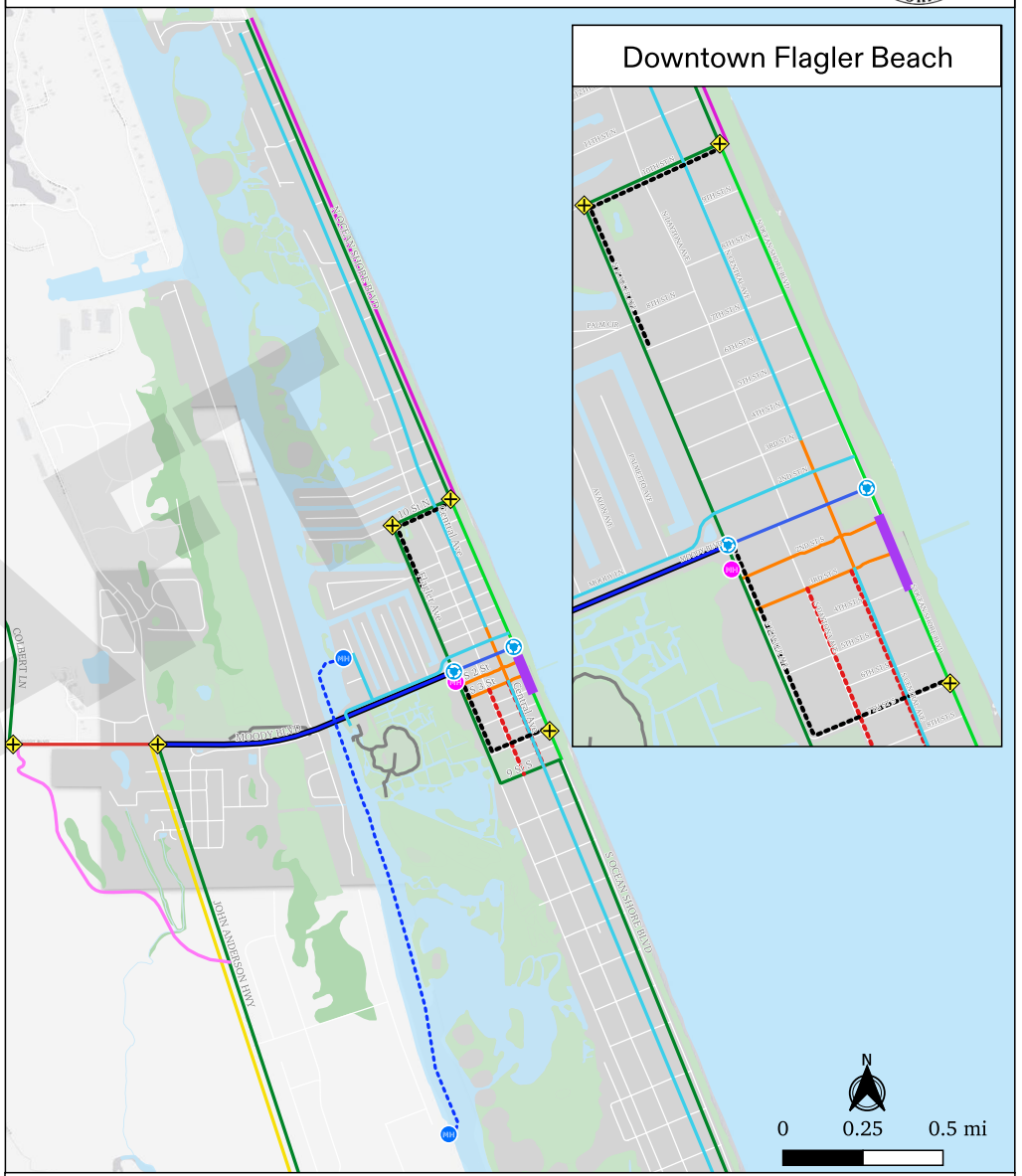
- Two (2) Lane Divided Reconstruction
- Access Management & Corridor Study
- Context Sensitive Enhancement
- Curbless Shared Street
- Multi-Use Trail
- Moody Blvd Bridge Shared Use Path
- One-Way Pair Evaluation
- Pier District (Pedestrian Prioirity Area)
- Pier District (Pedestrian Priority Area)
- Primary Multimodal Corridor
- Primary Multimodal Corridor Reconfiguration
- Upgrade to Collector
- Widen from Four (4) to Six (6) Lanes
- Water Taxi
- Intersection Improvement
- Mobility Hub
- Mobility Hub Evaluation
- Roundabout
- Existing Multimodal Facility
- Volusia County Boundary
- Parks and Greenspace
- City of Flagler Beach

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2050 Mobility Plan

City of Flager Beach



- Two (2) Lane Divided Reconstruction
- Access Management & Corridor Study
- Context Sensitive Enhancement
- Curbless Shared Street
- Multi-Use Trail
- Moody Blvd Bridge Shared Use Path
- One-Way Pair Evaluation
- New Two (2) Lane Road
- Pier District (Pedestrian Priority Area)
- Primary Multimodal Corridor
- Reconfiguration
- Upgrade to Collector
- Water Taxi
- Intersection Improvement
- Mobility Hub
- Mobility Hub Evaluation
- Roundabout
- Existing Multimodal Facility
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- Parks and Greenspace
- City of Flagler Beach

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Ocean Shore Boulevard (SR A1A) Context-Sensitive Enhancements

N 10th Street to Moody Boulevard & S 4th Street to S 9th Street

Improvements to Ocean Shore Boulevard (SR A1A) between N 10th Street and Moody Boulevard and between S 4th Street and S 9th Street are intended to calm vehicular traffic while creating a safer, more comfortable environment for pedestrians and bicyclists. As a Florida Department of Transportation (FDOT) roadway, the project would implement context-sensitive design elements that visually narrow the existing two-lane roadway through the addition of parallel parking on both sides of the street using specialty pavers and integrated landscaping, including palm trees. These features would help reinforce lower travel speeds while establishing a cohesive, pedestrian-oriented streetscape. The project would also provide coordinated, high-visibility pedestrian crossings that connect beach access points with adjacent parking, residential, and commercial uses. In addition, the existing west-side sidewalk would be enhanced to an 8-foot shared-use path to safely accommodate both pedestrians and bicyclists. Green infrastructure elements incorporated throughout the corridor would help mitigate localized flooding while enhancing the overall streetscape. Collectively, these improvements would clearly signal entry into the Flagler Beach Downtown area and promote greater driver awareness of a pedestrian-focused environment.

Existing Conditions



Proposed Enhancements



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Pier District (Pedestrian Priority Area)

S 2nd Street to S 4th Street

Improvements to Ocean Shore Boulevard (SR A1A) between S 2nd Street and S 4th Street would reimagine this segment of the corridor as a pedestrian-oriented beachfront district at the heart of downtown Flagler Beach. The project would remove parallel parking along the west side of the roadway to create a wider pedestrian frontage and expanded public realm that better supports outdoor dining, retail activity, and informal gathering spaces.

Streetscape enhancements, including coordinated landscaping, pedestrian amenities, and high-visibility crossings, would strengthen connections between beachfront destinations and adjacent businesses while reinforcing slower vehicle speeds along the corridor. By prioritizing walkability and creating a more comfortable and engaging public environment, the project would help cultivate a vibrant coastal corridor that reflects Flagler Beach's character and supports continued economic activity in the downtown area.

Proposed Enhancements

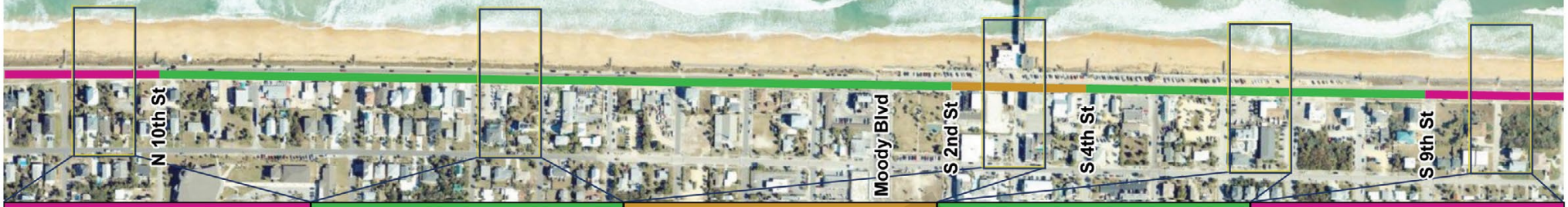
Existing Conditions



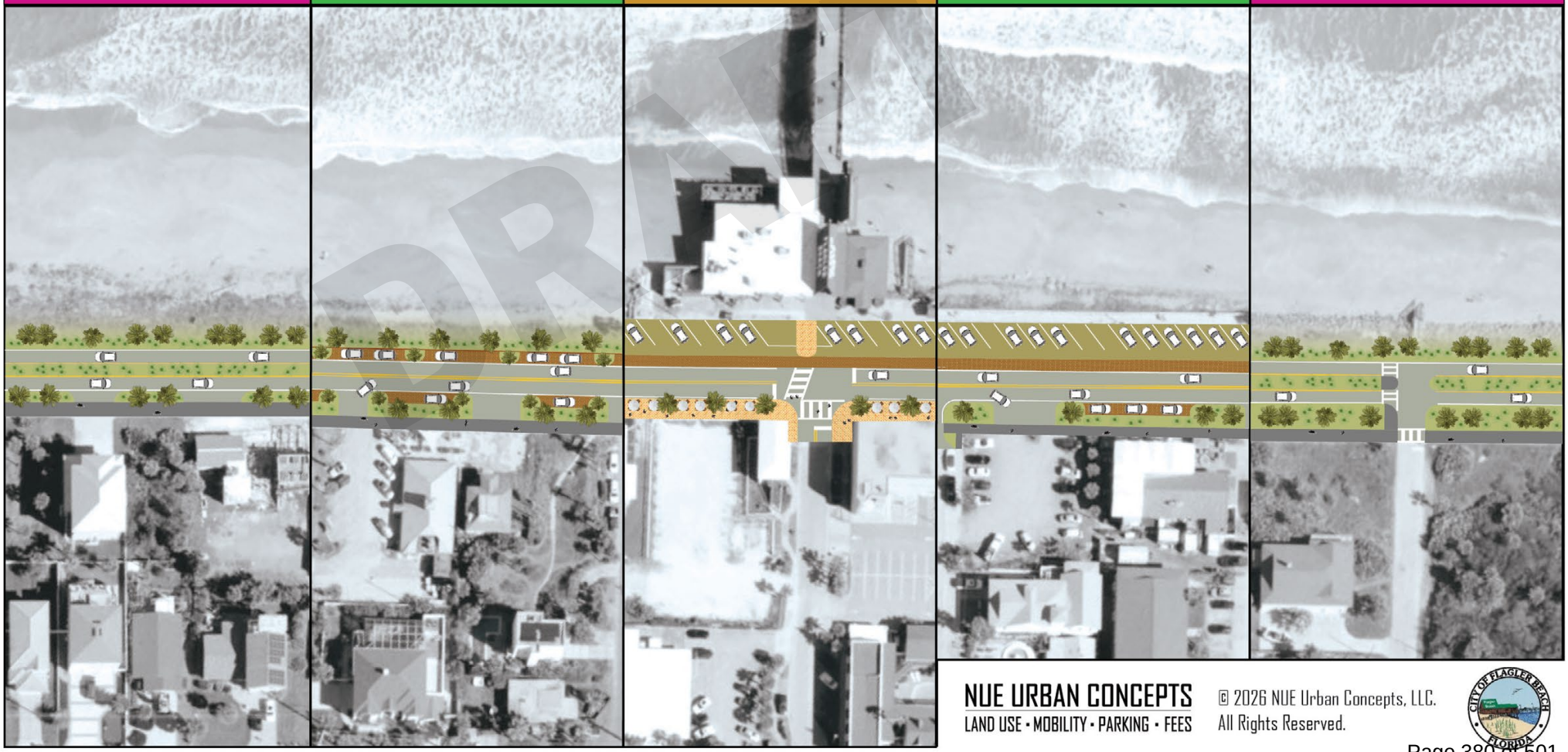


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REIMAGINE A1A



2-Lane Divided + SUN Trail	Context-Sensitive Enhancements	Pier District (Pedestrian Priority)	Context-Sensitive Enhancements	2-Lane Divided + SUN Trail



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CURBLESS SHARED STREETS
CITY OF FLAGLER BEACH 2050 MOBILITY PLAN

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SUMMARY:

An emerging concept for prioritizing walking, bicycling, and transit is the conversion of existing streets and alleys into Curbless Shared Streets. Curbless Shared Streets feature a posted speed limit of 15 MPH or less and flattened curbing accompanied by traffic calming strategies that allow people to feel safe riding bicycles or scooters in the same space as slow motor vehicles and transit circulators. These streets also provide wider pedestrian frontages, separated from motor vehicles by landscape, hardscape features, bollards, or on-street parking. The intent of Curbless Shared Streets is that “out of the chaos of various modes sharing the same space, traffic will be calmed” because when people have to really pay attention to others around them, safety for everyone is increased.

Curbless Shared Streets are designed for portions of the street to be closed off to motor vehicle travel during special events and festivals. This enables people walking to easily traverse the street right-of-way without worrying about tripping hazards and allows for seamless outdoor seating, tables, and other features without the need to adjust set-ups to deal with curbs and changes in elevation.

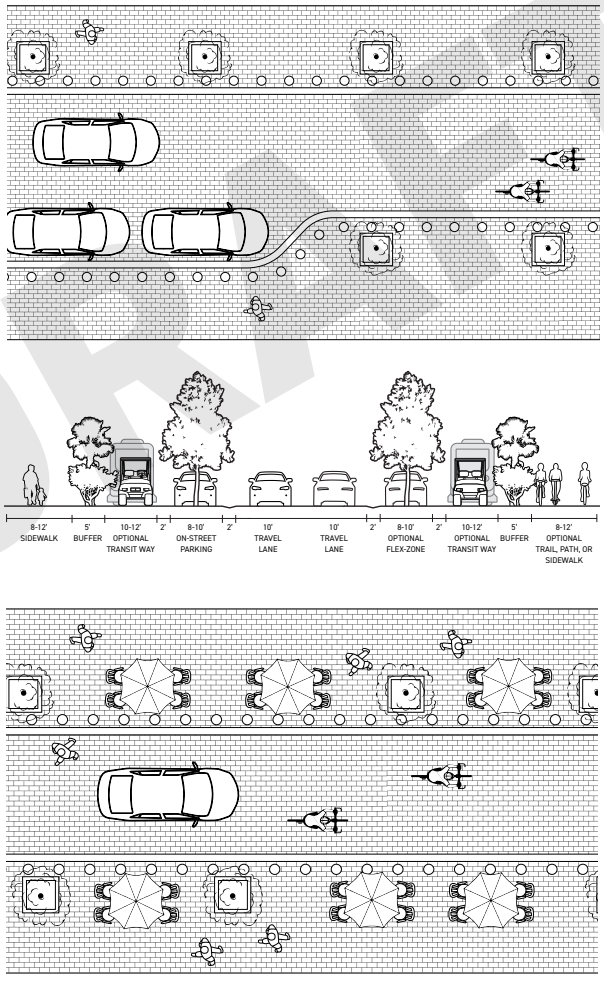
Curbless Shared Streets provide a defined space for pedestrians, while allowing the street space to be shared between cars, microtransit, and people riding bicycles, micromobility, golf carts, or other low speed vehicles. Curbless Shared Streets are often found in commercial areas and serve as ‘Main Streets’ or destinations within a community.

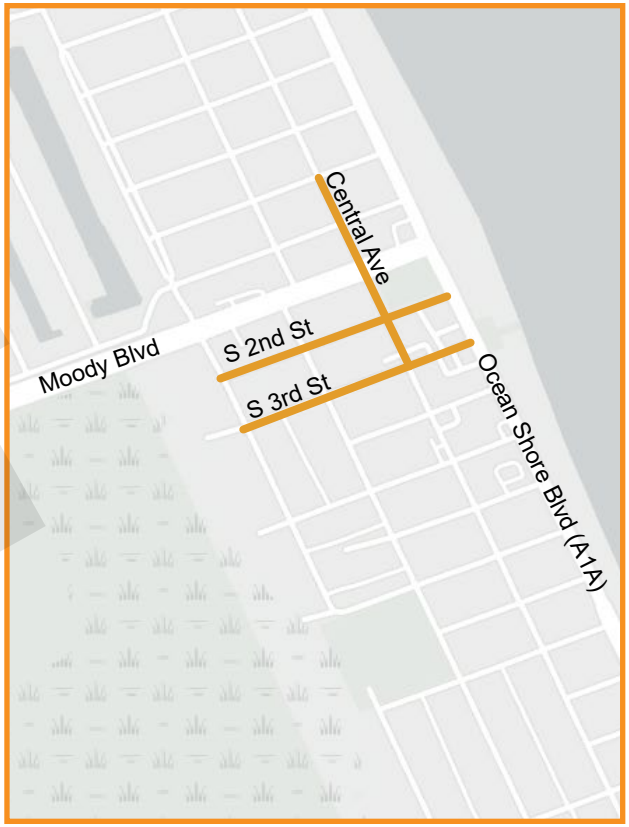


PARK AVENUE
LAKE WALES MOBILITY PLAN

TYPICAL FEATURES:

- Removal of elevated curbs
- Materials delineate spaces
- Vehicles lanes and sidewalks feature pavers or bricks
- Streets with lower traffic volumes
- Travel speeds of 15 mph or less
- Furniture, parking, and landscaping define site visibility
- Space for vehicles is between 18’ to 20’ wide
- Zones for on-street deliveries, valet, pick-up & drop-off
- Retractable bollards limit vehicle access
- Streets comply with ADA standards





PROJECTS

Central Avenue (from N 3rd St to S 3rd St)
S 2nd Street (from Flagler Ave to Ocean Shore Blvd)
S 3rd Street (from Flagler Ave to Ocean Shore Blvd)

Curbless Shared Streets are appropriate in the downtown area, around City Hall and Veterans Park, and connecting to the Pier, to create a cohesive pedestrian-first district and to enhance Central Avenue as the City's "main street”. Dynamic elements, such as bollards, should be included to allow the street to be closed to vehicles during festivals or special events.

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Moody Blvd Lane Repurposing

Flagler Avenue to Ocean Boulevard (SR A1A)

Improvements to Moody Boulevard (SR 100) would repurpose the existing four-lane roadway into a more balanced, multimodal corridor that better reflects its role as the primary gateway into Flagler Beach. The Mobility Plan presents two conceptual design options that reconfigure the corridor from four travel lanes to two lanes, creating space for on-street parking, bicycle and pedestrian facilities, enhanced landscaping, and other multimodal amenities. Intersection enhancements, including potential roundabouts or other operational improvements at Flagler Avenue and Ocean Shore Boulevard (SR A1A), along with new midblock crossings, would improve safety and connectivity for all users. By reallocating roadway space and incorporating landscaped buffers/median and streetscape enhancements, the project would calm traffic, improve the street experience for pedestrians, bicyclists, and golf cart / low speed vehicle users, and establish a welcoming corridor leading visitors and residents toward the ocean and downtown Flagler Beach.

The reconfigured corridor would transition seamlessly from the Moody Boulevard bridge, where it is recommended that existing roadway space be reallocated to provide a dedicated bicycle and golf cart path. To support a lane reduction on Moody Blvd, it is also recommended that the City upgrade parts of Flagler Ave to a collector road to provide an alternative route that allows vehicle through-traffic to bypass the downtown area. This upgrade could include improvements such as adding paved shoulders, installing centerline and edge line striping, and evaluating existing stop control on cross streets to improve overall traffic operations. Additional enhancements may include drainage improvements, directional signage, and minor intersection modifications. Collectively, these improvements would help transform Moody Boulevard into an attractive and functional gateway that reflects the community's coastal character while supporting safer, multimodal travel.

Option 1: 2-Lane Street with On-Street Parking, and Separated Bike Lane with Landscaped Buffers



Option 2: 2-Lane Divided Street with On-Street Parking, Separated Bike Lane, and Landscaped Median



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Existing Conditions



Existing Conditions



Option 1 Proposed Enhancements: 2-Lane Street with On-Street Parking, and Separated Bike Lane with Landscaped Buffers



Option 2 Proposed Enhancements: 2-Lane Divided Street with On-Street Parking, Separated Bike Lane, and Landscaped Median



Low Speed Streets & Primary Multimodal Corridors

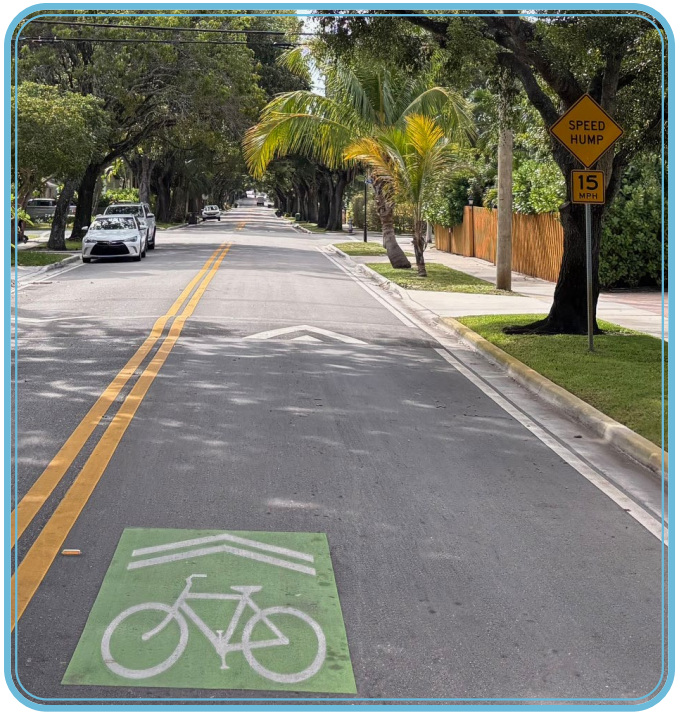
To address safety on local, residential streets, the Mobility Plan includes a Low Speed Streets Program that provides residents with a range of street design treatments that can be implemented on neighborhood streets to improve safety, calm traffic, and enhance multimodal travel. The program will be implemented citywide and will focus on introducing traffic calming and multimodal improvements that reduce vehicle speeds and create safer, more comfortable conditions for all users of City streets.

The program will be resident-driven, allowing neighbors to work together to request improvements through a formal application process. Initial implementation will prioritize streets that provide access to parks, key destinations, and existing multimodal facilities, where lower vehicle speeds and improved walking and bicycling conditions will provide the greatest community benefit.

For the purposes of the program, Low Speed Streets are defined as neighborhood streets with posted speed limits of 20 MPH, relatively low traffic volumes, and physical design characteristics that reinforce slower travel speeds.

Potential treatments may include:

- **Lane narrowing and restriping** to introduce on-street parking, bicycle lanes, or space for sidewalks where pedestrian facilities are currently missing.
- **Traffic calming features** such as chicanes, chokers, curb extensions, traffic circles, painted or raised intersections, and speed tables.
- **Green street elements**, including reclaimed swales designed using low-impact stormwater techniques and the installation of canopy or understory street trees where feasible.



The program will establish clear criteria and design guidelines for traffic calming, landscaping, traffic control devices, and multimodal elements. A transparent prioritization process will be developed to guide the evaluation and implementation of requests.

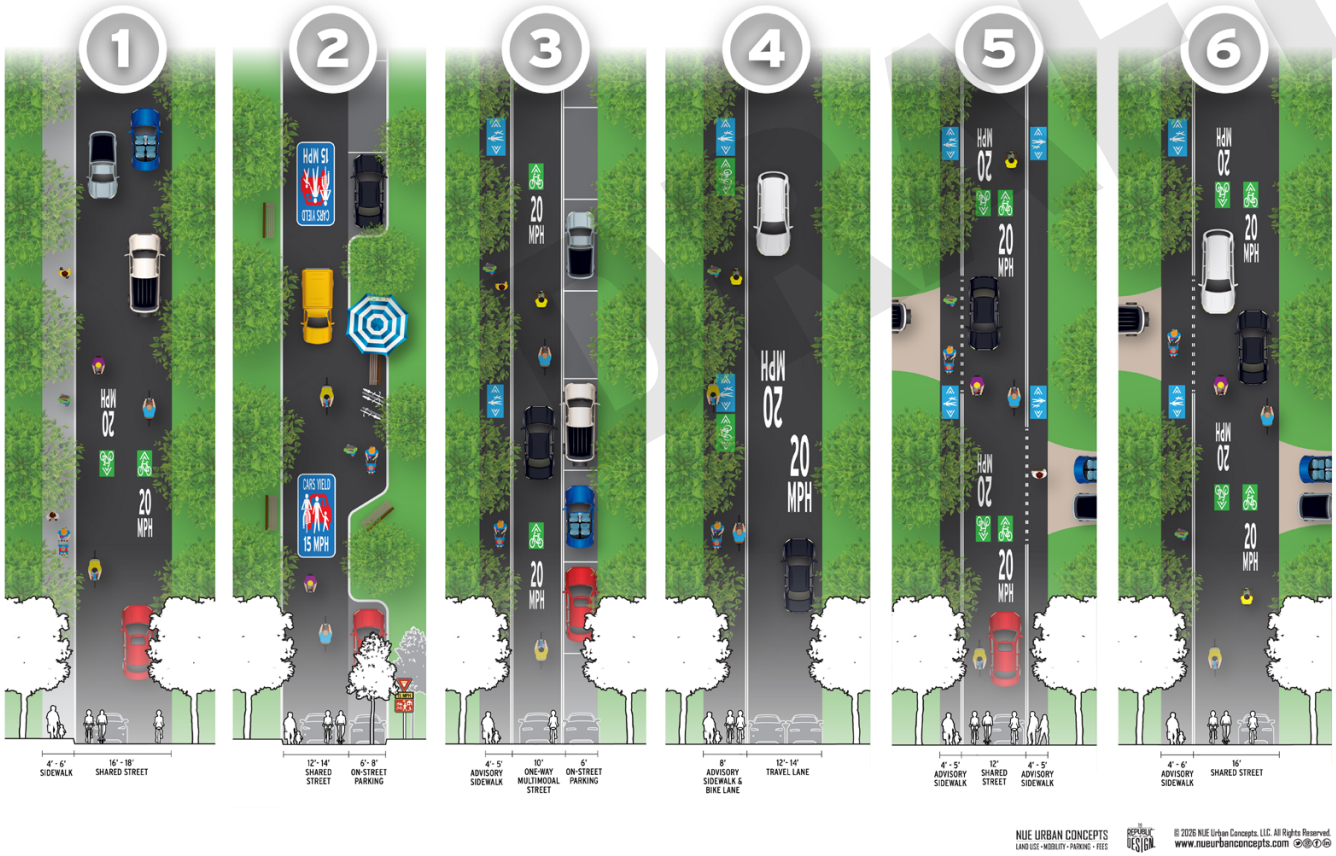
In coordination with this initiative, several corridors have been identified as Primary Multimodal Corridors. Central Avenue will be reimagined to function as the City's primary north–south multimodal route, providing a safe and convenient alternative to Ocean Boulevard (SR A1A). N 2nd Street, Moody Ln, and Lehigh Ave will be reimagined to provide an east-west route for multimodal travel that provides an alternative to Moody Blvd and connects to key destinations.

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Primary Multimodal Corridors will be designed to prioritize walking, bicycling, golf carts, and other low-speed travel modes. Posted speed limits should be reduced to 20 MPH, supported by traffic calming measures that reinforce slower vehicle speeds. Street design should clearly communicate that people walking, biking, and using micromobility devices have priority through consistent signage, pavement markings, and street design features.

Additional enhancements may include landscaping and green infrastructure that improve corridor aesthetics while supporting stormwater management. Wayfinding signage should also be incorporated to designate the corridor and connect residents and visitors to key destinations such as parks, the Flagler Beach Pier, and the downtown area.

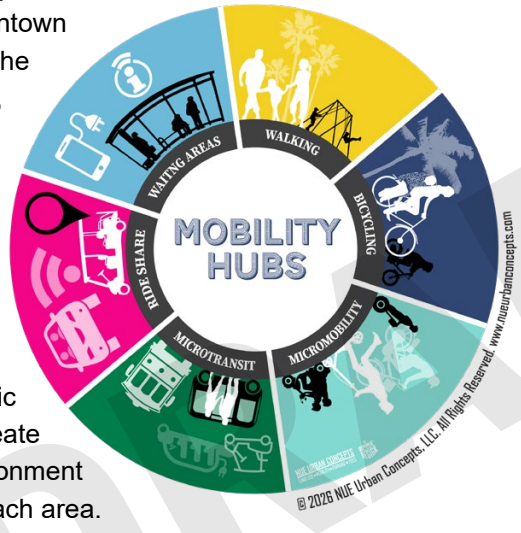
The following graphic shows examples of designs that can be applied to either a low speed street or a primary multimodal corridor.





Park-Once Environment

A central component of the Flagler Beach Mobility Plan is the creation of a "park-once" environment, designed to prevent congestion and improve the visitor and resident experience by minimizing the need for short vehicle trips within the City. Visitors and residents would be able to drive into Flagler Beach, or just across the river, park once at a strategically located mobility hub or centralized parking facility, and then access destinations such as Downtown Flagler Beach, the beach, and the Flagler Beach Pier by walking, bicycling, using personal mobility devices, shared mobility options, a water taxi, or a microtransit service. By enabling visitors to leave their vehicles parked while using alternative modes to move between destinations, the park-once approach helps reduce traffic circulation, improve safety, and create a more pedestrian-friendly environment within the City's downtown and beach area.



The Mobility Plan identifies several projects intended to support this park-once framework. One key initiative is the proposed water taxi connection across the Matanzas River, linking the anticipated town center at the Veranda Bay development with Flagler Beach. Mobility hubs would be strategically located at each water taxi stop to serve as centralized, multimodal connection points that allow seamless transfers between the water taxi and other transportation options. These hubs would integrate facilities for walking, bicycling, transit, and shared mobility, and may include amenities such as seating, lighting, shelters, bicycle parking, and clear wayfinding to improve the overall experience. In addition, the City will evaluate the feasibility of utilizing wetland parcels owned by the City along Flagler Avenue as a potential location for a mobility hub that could function as a centralized parking facility and multimodal connection point supporting the park-once concept within the Downtown/CRA area.



As part of this initiative, the City would construct or upgrade two water taxi docks and develop a park-and-ride facility on the west side of the Matanzas River. Over time, the service could serve as a model for additional water-based transit connections along the City's waterfront.



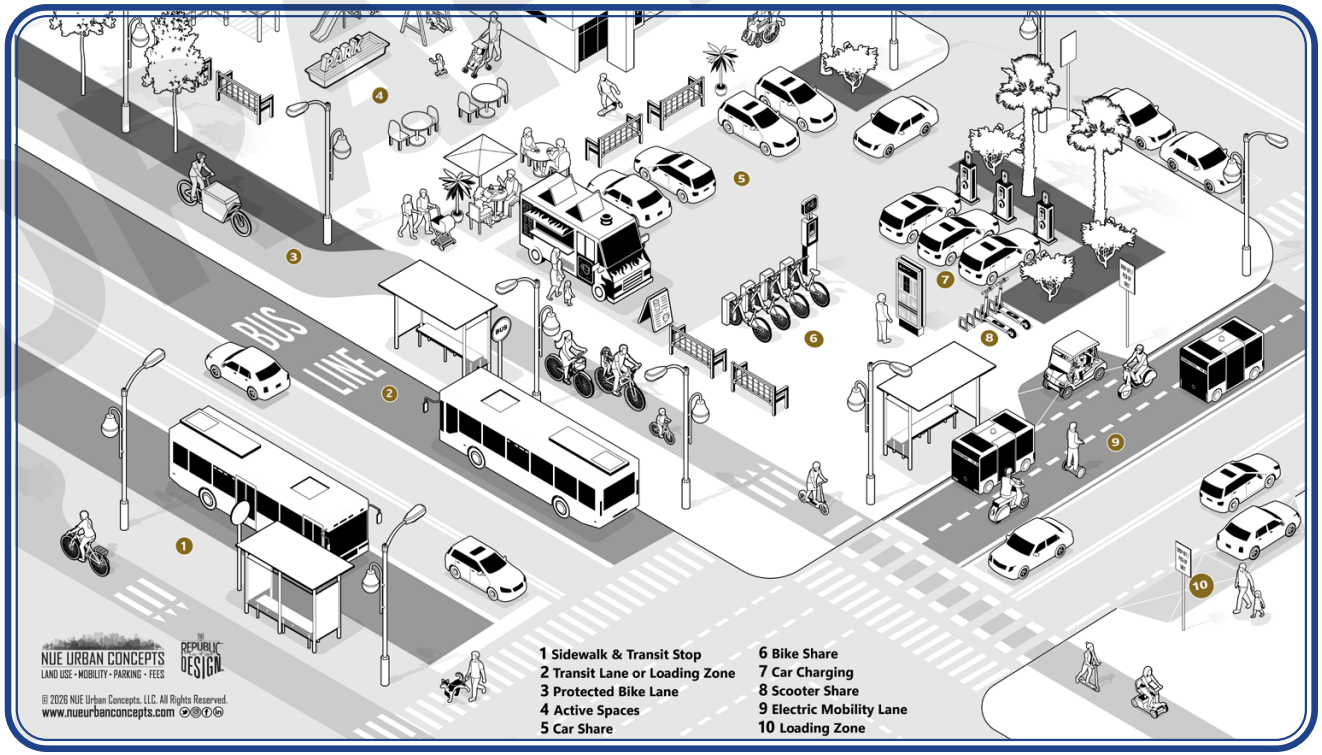
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To further support the park-once concept, the Mobility Plan also recommends a pilot microtransit circulator service designed to address mobility and parking challenges, particularly during high-demand periods such as special events. The City would partner with a third-party transportation provider to operate the service during the pilot phase. The first year would function as a testing period to monitor ridership, evaluate operational efficiency, and gather community feedback. Data collected during the pilot would inform potential expansion of the service into a fixed-route or on-demand system, while also helping refine schedules, stop locations, and service areas to ensure the program effectively responds to local mobility needs.





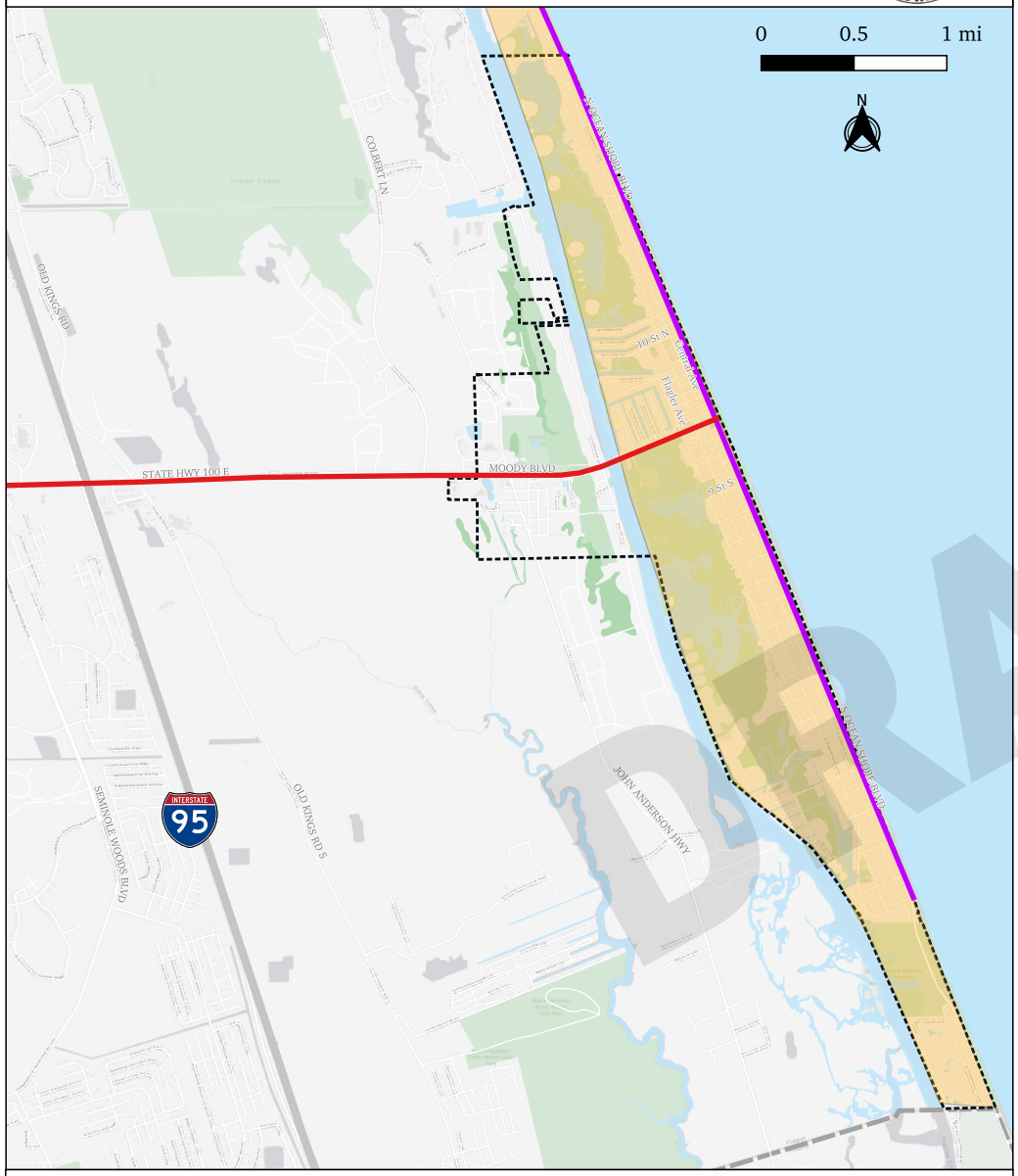
The Mobility Plan also provides for the acquisition, design, engineering, and construction of various parking improvements throughout the City to support all modes and reinforce the park-once environment. These improvements include the potential implementation of a residential parking permit program, which would help prioritize parking for existing residents and ensure that on-street parking in residential areas remains available for Flagler Beach residents while directing visitors toward centralized parking facilities and mobility hubs.



Finally, the Mobility Plan recommends that the City develop a Downtown/CRA Parking Management Plan to evaluate existing parking assets and identify strategies to more effectively manage parking resources. The plan would guide the City in optimizing available parking, identifying opportunities for centralized parking facilities, and implementing policies and programs that support the broader goal of creating a park-once environment within Downtown and the CRA area.

2050 Mobility Plan: Transit

City of Flager Beach



Flagler County Bus Route Beach Line
Flagler County Bus Route Red Line
Volusia County Boundary
Parks and Greenspace
Flagler County Mobility on Demand Beach Zone
City of Flagler Beach

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Transit in Flagler Beach

Flagler Beach does not currently operate or provide public transit service. Instead, the City relies on services provided by Flagler County, which presently does not offer a fixed-route transit system but instead provides demand-response, shared-ride, and door-to-door transportation services.

In 2026, Flagler County updated its Transportation Development Plan for Fiscal Years 2026–2035, which identifies several future transit needs within Flagler Beach. These include potential fixed-route bus service along Moody Boulevard (SR 100) and State Road A1A, as well as the implementation of mobility-on-demand services to better serve beach destinations.

While these services are not currently in place, they have been incorporated into the Mobility Plan to illustrate the full range of transportation options anticipated as part of the City's long-term mobility system through 2050.



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Implementation Initiatives

The 2050 Mobility Plan is comprised of multiple components and known mobility projects are illustrated in the various maps. However, there is still significant planning and design beyond the physical infrastructure that is needed for the City to implement mobility projects effectively and enhance the quality of service of its transportation system. In addition, mobility needs are dynamic and new challenges and opportunities arise all the time. These Implementation Initiatives supplement the recommended mobility projects and are necessary to reach a vision of safe and convenient travel in Flagler Beach.

The Implementation Initiatives include the following:

- **Bicycle Parking Program**
- **Bicycle & Pedestrian Safety Improvements**
- **Complete Streets Policy**
- **Downtown Master Plan Update**
- **Downtown / CRA Parking Management Plan**
- **Low Speed Streets Program**
- **Sidewalk Improvements Program**
- **Streetscape Improvement Program**
- **Tactical Urbanism aka "Quick Build" Program**
- **Wayfinding Plan**
- **Florida Main Street Program**
- **Parking Implementation: On-Street Parking**
- **Parking Implementation: Golf Cart Parking**
- **Parking Implementation: Strategic Parking Management**
- **Parking Implementation: Micotransit Circulator Pilot**
- **Parking Implementation: Residential Parking Permit Program**
- **Parking Implementation: Operational Improvements & Enforcement**



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These Implementation Initiatives have been included in recognition that the City is constantly evolving and that priorities and elected officials change overtime. Implementation Initiatives have also been added to address the recent amendments to Florida Statute Section 163.31801 (The Impact Fee Act) that limit impact fee and mobility fee updates to once every four (4) years, unless there are extraordinary circumstances that warrant an update earlier than every four (4) years.

See ***Appendix C*** for further detail related to each implementation initiative.



Mobility Plan Projects

See ***Appendix C*** for further detail related to each mobility project.

ID	FACILITY NAME	FROM	TO	LENGTH (MILES) OR COUNT	PROJECT TYPE
5	N 2nd St / Moody Ln	Current West Terminus of Moody Ln	Ocean Shore Blvd (SR A1A)	0.61	Primary Multimodal Corridor
10	Lehigh Ave	N 4th St	Moody Ln	0.15	Primary Multimodal Corridor
15	S 2nd St	Flagler Ave	Ocean Shore Blvd (SR A1A)	0.21	Curbless Shared Street
20	S 3rd St	Flagler Ave	Ocean Shore Blvd (SR A1A)	0.20	Curbless Shared Street
25	Central Ave	N 23rd St	N 3rd St	2.00	Primary Multimodal Corridor
30	Central Ave	N 3rd St	S 3rd St	0.19	Curbless Shared Street
35	Central Ave / Daytona Ave One-Way Pair	S 3rd St	S 9th St	1 C	One-Way Pair Evaluation
40	Central Ave	S 3rd St	S 28th St	2.69	Primary Multimodal Corridor
45	Ocean Shore Blvd (SR A1A)	Ocean Marina Dr (City Limits)	N 10th St	1.62	Two (2) Lane Divided Reconstruction
50	Ocean Shore Blvd (SR A1A)	N 10th St	Moody Blvd (SR 100)	0.50	Context Sensitive Enhancement
55	Ocean Shore Blvd (SR A1A)	S 2nd Ave	S 4th St	0.28	Pier District (Pedestrian Priority Area)
60	Ocean Shore Blvd (SR A1A)	S 4th St	S 9th St	0.09	Context Sensitive Enhancement
65	Ocean Shore Blvd (SR A1A)	N 10th St		1 C	Intersection Improvement
70	N 10th St / N Flagler Ave	Ocean Shore Blvd (SR A1A)	N 7th St	0.41	Upgrade to Collector
75	N 10th St	S Flagler Ave		1 C	Intersection Improvement
80	Ocean Shore Blvd (SR A1A)	S 7th St		1 C	Intersection Improvement
85	S Flagler Ave / S 7th Ave	Moody Blvd (SR 100)	Ocean Shore Blvd (SR A1A)	0.47	Upgrade to Collector
90	John Anderson Hwy	Moody Blvd (SR 100)	Approximately 0.3 miles south of Presidio Blvd	1 C	Access Management & Corridor Study
95	Moody Blvd (SR 100)	Colbert Ln		1 C	Intersection Improvement
100	Moody Blvd (SR 100)	Flagler Ave		1 C	Roundabout
105	Moody Blvd (SR 100)	Ocean Blvd (SR A1A)		1 C	Roundabout
110	Water Taxi Service & Infrastructure	Veranda Bay Development	N 4th St	1.60	Water Taxi
115	Mobility Hub	Matanzas River (East side of River)	N 4th St	1 C	Mobility Hub
120	Mobility Hub	Matanzas River (West side of River)	South of Pescadero R	1 C	Mobility Hub
125	Mobility Hub Evaluation	Flagler Ave	Flagler Ave	1 C	Mobility Hub Evaluation

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Pre-Existing Proposed, Planned, or Funded Projects

See ***Appendix C*** for further detail related to each mobility project.

ID	FACILITY NAME	FROM	TO	LENGTH (MILES) OR COUNT	PROJECT TYPE
130	Bulow Creek Headwaters Regional Park Trail, Boardwalk, Pedestrian Amenities	Moody Blvd (SR 100)	Old Kings Rd	2.72	Multi-Use Trail
135	Colbert Ln	Palm Coast Pkwy	Moody Blvd (SR 100)	7.34	Multi-Use Trail
140	John Anderson Hwy	Moody Blvd (SR 100)	Volusia Co Line	3.96	Multi-Use Trail
145	Moody Blvd (SR 100)	Belle Terre Pkwy	Old Kings Rd	2.56	Widen from Four (4) to Six (6) Lanes
150	Moody Blvd (SR 100)	Old Kings Rd	John Anderson Hwy	2.01	Widen from Four (4) to Six (6) Lanes
155	Moody Blvd (SR 100) Bridge Shared Use Path	Roberts Rd / John Anderson Hwy	Flagler Ave	0.97	Context Sensitive Enhancement
160	Moody Blvd (SR 100) Reconfiguration	Flagler Ave	Ocean Shore Blvd (SR A1A)	0.20	Reconfiguration
165	Moody Blvd (SR 100)	Old Kings Rd		1 C	Intersection Improvement
170	Moody Blvd (SR 100)	Roberts Rd / John Anderson Hwy		1 C	Intersection Improvement
175	Flagler Beach Gap (SUN Trail) PD&E Study	Ocean Marina Dr	Volusia Co Line	6.12	Multi-Use Trail
185	Old Kings Road Shared Use Path (SUNTrail)	Ocean Shore Blvd (Ormond Beach)	Moody Blvd (SR 100)	9.52	Multi-Use Trail
190	Old Kings Road Shared Use Path (SUNTrail)	Moody Blvd (sidewalk 1,400' south)	Volusia Co Line	4.47	Multi-Use Trail
195	Old Kings Road	Moody Blvd (SR 100)	Volusia Co Line	4.50	Widen from Two (2) to Four (4) Lanes
200	Veranda Bay Roadway (New Road)	Moody Blvd (SR 100)	Johns Anderson Hwy	1.08	New Two (2) Lane Complete Street
205	Flagler Beach Transportation Development Plan Implementation: Fixed Route Bus Service (Red Route) SR 100	Marineland	South City Limits of Flagler Beach	8.26	Flagler County Bus Route
210	Flagler Beach Transportation Development Plan Implementation: Fixed Route Bus Service (Beach Line) SR A1A	Bunnell	Flagler Beach	17.42	Flagler County Bus Route
215	Flagler Beach Transportation Development Plan Implementation: Mobility on Demand Beach Zone	-	-	1 C	Flagler County Mobility on Demand (MoD)

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Implementation Initiatives

See ***Appendix C*** for further detail related to each mobility program.

ID	PROGRAM NAME	PROGRAM TYPE	PROGRAM DESCRIPTION
220	Bicycle Parking Program	Program	Develop a program to install bicycle parking racks at various locations throughout the City as needs arise. The Program should include a process and establish procedures for residents and business owners to request that the City furnish and install bike racks free of charge.
225	Bicycle & Pedestrian Safety Improvements	Implementation	Construct various pedestrian safety-related improvements throughout the City including high visibility and raised crosswalks, pedestrian islands, hardened centerlines, curb extensions, midblock crossings, bicycle boxes, signage, etc.
160	Complete Streets Policy	Program	Adopt a Complete Streets Policy to establish a commitment by the City to design, build, and operate its transportation network so that all road projects consider the needs of all users—people walking, biking, taking transit, using mobility devices, and driving - and to establish a framework that ensures transportation investments systematically create safer, more inclusive, and connected streets. Key elements should include 1) embedding Complete Streets principles into planning, design, and funding decisions; 2) applying the policy to all projects and phases (new, retrofit, and maintenance); 3) setting clear design guidance and performance measures; 4) ensuring equity and accessibility across age, ability, income, and community context.
165	Downtown Master Plan Update	Plan	Update the City of Flagler Beach Downtown Master Plan which was originally adopted in 2002 and last updated in 2006.
170	Downtown / CRA Parking Management Plan	Plan	Develop a downtown parking management plan for the Community Redevelopment Area (CRA) to identify an overall strategy to integrate land use, parking, and transportation in downtown Flagler Beach. The plan should address parking in the downtown area with the goal of addressing perception issues related to a shortage of parking. The plan should seek to maximize strategic use of city-owned properties and explore access management as it relates to parking, curb management, commercial loading/unloading, and shared parking agreements. The plan should consider centralizing parking within mobility hubs and/or parking structures to create a park-once environment.
175	Parking Implementation: On-Street Parking	Implementation	Construct up to forty (40) new on-street parking spaces at strategic locations to be determined throughout the community. To minimize impacts on traffic flow and maintain neighborhood character, spaces will be installed in small clusters of two (2) to three (3) spaces. Design treatments may include regular curb and gutter or ribbon curb with brick pavers to enhance aesthetics and blend with surrounding streetscapes. Where necessary, minor sidewalk reconstruction will be completed to ensure ADA compliance and maintain pedestrian safety. Implementation should be coordinated with other capital improvements and may also include opportunities to integrate green infrastructure, such as tree wells or bioswales, within parking areas to improve stormwater management and add shade.
180	Parking Implementation: Golf Cart Parking	Implementation	Implement forty (40) designated golf cart parking spaces at strategic locations to support neighborhood-scale mobility and reduce congestion in high-demand areas. The initiative should also incorporate signage and design standards to ensure safe and consistent integration with existing streetscapes.
185	Parking Implementation: Strategic Parking Management	Implementation	Site acquisition, design, engineering, and construction of various parking improvements in the Downtown/CRA area.
190	Parking Implementation: Operational Improvements & Enforcement	Implementation	Implement operational and enforcement recommendations in the Downtown / CRA Parking Management Plan including, but not limited to installation of parking meters, curb management signage, parking stall pavement markings, and hiring of enforcement officers.
195	Parking Implementation: Microtransit Circulator Pilot Program	Service	The City will launch a pilot microtransit circulator service to help address mobility and parking challenges. The pilot should start with addressing mobility and parking during high-demand periods such as special events. To ensure effective implementation, the City should partner with a third-party transportation vendor to manage circulator operations during the pilot. The first year of the pilot will serve as a testing phase to monitor ridership, evaluate operational efficiency, and gather community feedback. Data collected will be used to expand the service to fixe-route or on-demand service, and refine schedules and stop locations, ensuring the service is responsive to actual mobility needs.
200	Parking Implementation: Residential Parking Permit Program	Program	Establish a Residential Parking Permit Program to prioritize on-street parking access for residents and reduce issues related to illegal or unauthorized parking. The program is intended to protect neighborhood quality of life, ensure that residents are not displaced by outside parking demand, and maintain safe and orderly use of the public right-of-way. The Program should include provisions for visitor permits and temporary resident permits so that households can accommodate guests and short-term needs while preserving overall parking availability for residents. The City will designate specific streets or zones to be included in the program, based on demonstrated parking demand, land use patterns, and input from neighborhood residents.

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Implementation Initiatives (continued)

See ***Appendix C*** for further detail related to each mobility program.

ID	PROGRAM NAME	PROGRAM TYPE	PROGRAM DESCRIPTION
205	Low Speed Streets Program	Program	Establish a Low Speed Streets Program to give residents access to a range of street design treatments that can be applied to their local streets. The program will be implemented citywide and will focus on constructing traffic calming and multimodal improvements that reduce vehicle speeds and enhance safety for all users of City streets. The program will be resident-driven, allowing neighbors to work together to propose treatments through a formal request process. Priority will initially be given to streets that provide access to parks, schools, and existing multimodal facilities. Low Speed Streets are defined as neighborhood streets with posted speed limits of 20 MPH, low traffic volumes, and physical design features that reinforce slower speeds. Potential treatments include: • Lane narrowing and restriping to add on-street parking, bicycle lanes, or sidewalk space where sidewalks are missing. • Traffic calming features such as chicanes, chokers, curb extensions, traffic circles, painted or raised intersections, and speed tables. • Green street elements such as reclaimed swales with low-impact stormwater design, and canopy or understory street trees where feasible. The Program will establish clear criteria and guidelines for traffic calming, landscaping, traffic control devices, and multimodal elements, along with a transparent prioritization process for implementation.
210	Sidewalk Improvement Program	Program	Construct approximately five (5) miles of sidewalk improvements throughout the City to support safer, more walkable neighborhoods. This Program is aimed at expanding and enhancing the City's pedestrian infrastructure. This program focuses on meeting current accessibility standards through installation of ADA-compliant curb ramps, constructing new sidewalk segments to improve connectivity, and filling critical sidewalk gaps to create a more complete network. Exact location of sidewalk improvements should be determined in conjunction with planned Capital Improvements Program (CIP) projects.
215	Streetscape Improvement Program	Program	Implement a Streetscape Improvement Program that enhances functionality, aesthetics, and placemaking throughout the City. The program should establish cohesive City branding and design standards while identifying formal streetscape elements such as shade trees and landscaping, street furniture, pedestrian-scale lighting, signage, decorative pavers, and public art. All elements should reflect and reinforce the City's character, creating visual continuity and stronger pedestrian connections between key destinations, including the beach and Flagler Beach Pier, City Hall, Downtown, and the A1A corridor. Implementation should be prioritized along the primary and secondary streetscape corridors outlined in the Downtown Master Plan.
220	Tactical Urbanism (aka Quick-Build) Program	Program	Establish a Tactical Urbanism Program. Tactical urbanism is an experimental, low cost approach to street design that uses scalable, quick-build interventions to catalyze long-term change. Tactical urbanism is often implemented with high levels of engagement from the community. Tactical urbanism projects utilize low cost materials such as paint, planters, plastic delineators, street furniture, cones, crates, and barriers to implement improvements such as crosswalks, curb extensions, open streets, parklets, pedestrian plazas, traffic signal box art and bicycle parking. The Tactical Urbanism Program should create a tactical urbanism guide that establishes what types of street interventions are permitted, the project process – including permitting, who can apply, public engagement, site plan, traffic control plan - materials that can be used, design standards, permitted locations, installation and safety, maintenance, and monitoring and evaluation.
225	Wayfinding Plan	Plan	Develop a City wayfinding plan that lays out a comprehensive and unified signage system that emphasizes a coherent theme for the City and its surrounding areas including gateway signage, wayfinding signage, and directional signage to trails and parking lots. The Plan should aim to improve the efficiency of the transportation system, improve access, and facilitate placemaking. Wayfinding can be both physical and virtual tools that provide predictability and consistency in the way people find their point of interests around the City. The Plan should include development of a brand identity and design standards and specifications for signage, maps, a digital app, etc. that is unique and locally distinct. The Plan should consider gateway signage at 1) city limits on Ocean Shore Blvd (SR A1A); 2) CRA/Downtown boundary on Ocean Shore Blvd (SR A1A); 3) the intersection of Moody Blvd (SR 100) and Flagler Ave; and 4) Central Avenue indicating 'Main Street'. The Plan should also include directional signage for the future SUNTrail along 9th Street South, Flagler Ave, and 10th Street North.
230	Wayfinding Signage	Implementation	Wayfinding signage and installation.
235	Florida Main Street Program	Program	Apply to become a Florida Main Street community. The Florida Main Street program, administered through the National Trust for Historic Preservation, provides technical assistance, training, promotion, and grant opportunities with the goal of revitalizing historic downtowns and encourage economic development within the context of historic preservation.

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Next Step Recommendations

Mobility Plan Implementation

Mobility Plan project recommendations should be annually prioritized and programmed for implementation into the City's Capital Improvements Plan. It is recommended that the City of Flagler Beach begin funding and programming preliminary planning and engineering studies for select projects to ensure project feasibility.

FDOT Coordination

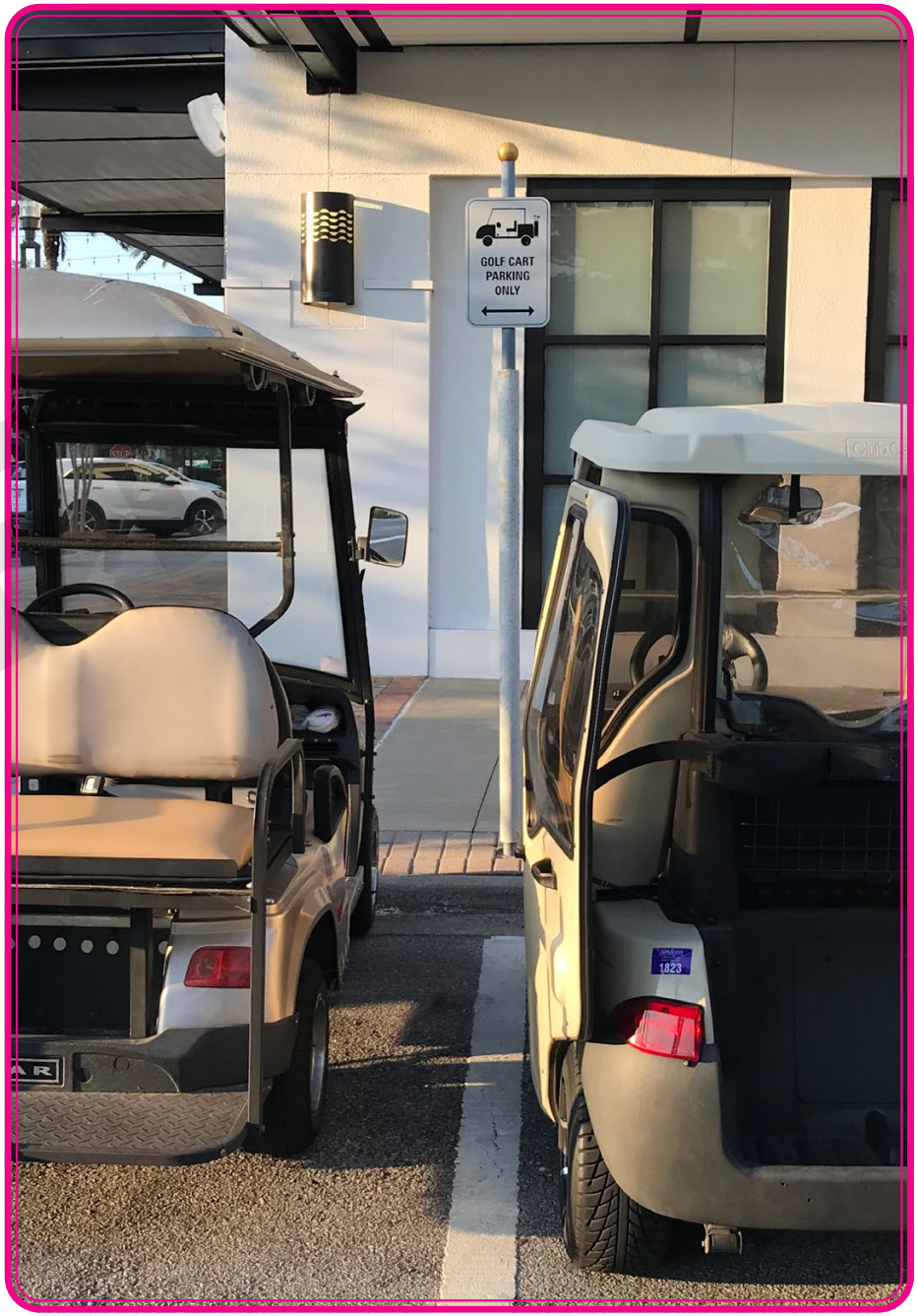
Flagler Beach should initiate interagency coordination with FDOT on the development of city and regional transportation projects, namely proposed improvements on Moody Blvd (SR 100) and Ocean Shore Blvd (SR A1A). The coordination should also address the incorporation of Mobility Plan projects into existing funded and planned projects, and the pursuit of funding for Mobility Plan projects through existing or upcoming grant and funding request opportunities.

Comprehensive Plan Update

Within one year from the date of adoption of the Mobility Plan and Mobility Fee Ordinance, the City will need to amend the Comprehensive Plan to recognize the adoption of the 2050 Mobility Plan and Mobility Fee and amend applicable goals, objectives, and policies. The amendments should also further evaluate the integration of street and multimodal quality of service standards into the Comprehensive Plan.

Implementation Initiatives

The City should prioritize and begin advancing the implementation initiatives identified in the Plan. This effort will involve coordination between various City departments, identifying potential funding opportunities in addition to mobility fees, and establishing an implementation strategy. Early actions should focus on low hanging fruit that supports the Mobility Plan's vision.



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Appendix A:

Traffic Characteristics Evaluation

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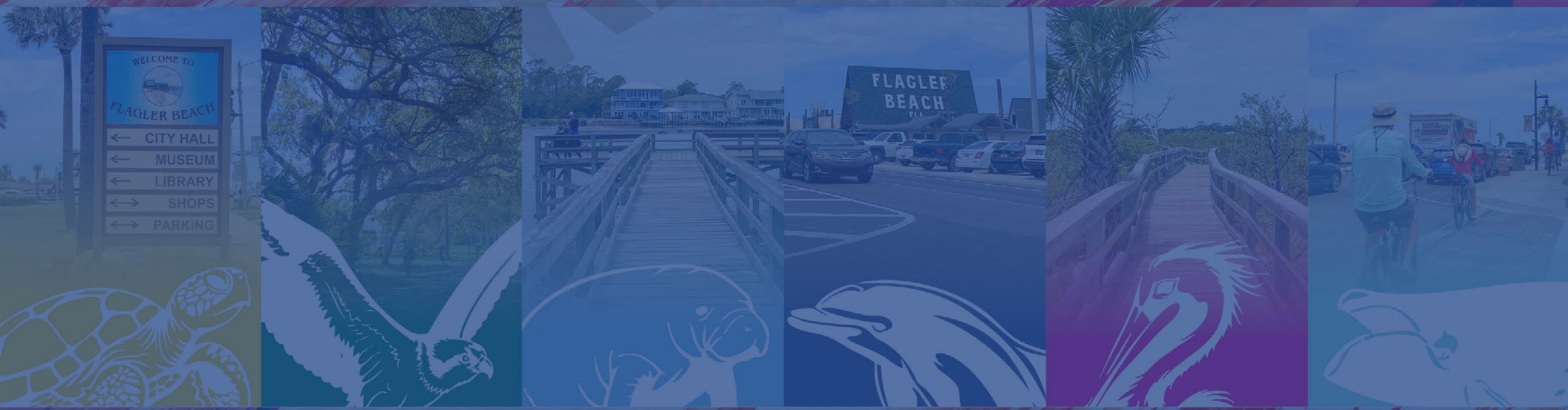


APPENDIX A: CITY OF FLAGLER BEACH TRAFFIC CHARACTERISTICS EVALUATION

Limits, Classification, Ownership					Roadway Characteristics									Vehicles Miles of Travel & Capacity							
Street Name	From Street	To Street	Functional Classification	Maintaining Entity	FDOT Context Classification	Travel Lanes	Speed Limit	Length (mi)	LOS Standard	AADT	Year of Count	Daily Capacity	Growth Factor	2026 DAILY TRAFFIC	2026 VMT	2026 VMC	2050 DAILY TRAFFIC	2050 VMT	2050 VMC	2025 V/C	2050 V/C
SR A1A (OCEAN SHORE BLVD)	OCEAN MARINA DR	N 13 ST	Minor Arterial	FDOT	C4	2	45	1.42	D	7,700	2024	14,080	2.41%	8,080	11,470	19,990	15,010	21,310	19,990	0.57	1.07
SR A1A (OCEAN SHORE BLVD)	N 13 ST	N 3RD ST	Minor Arterial	FDOT	C4	2	35	0.61	D	7,700	2024	14,080	2.41%	8,080	4,930	8,590	15,010	9,160	8,590	0.57	1.07
SR A1A (OCEAN SHORE BLVD)	N 3RD ST	MOODY BLVD (SR 100)	Minor Arterial	FDOT	C4	2	25	0.10	D	7,700	2024	14,080	2.41%	8,080	810	1,410	15,010	1,500	1,410	0.57	1.06
SR A1A (OCEAN SHORE BLVD)	MOODY BLVD (SR 100)	S 14 ST	Minor Arterial	FDOT	C4	2	25	0.78	D	7,800	2024	10,267	2.41%	8,180	6,380	8,010	15,190	11,850	8,010	0.80	1.48
SR A1A (OCEAN SHORE BLVD)	S 14 ST	S 20TH ST	Minor Arterial	FDOT	C3R	2	25	1.60	D	5,100	2024	17,920	2.41%	5,350	8,560	28,670	9,940	15,900	28,670	0.30	0.55
SR A1A (OCEAN SHORE BLVD)	S 20TH ST	S 25TH ST	Minor Arterial	FDOT	C3R	2	35	0.70	D	5,100	2024	17,920	2.41%	5,350	3,740	12,540	9,940	6,960	12,540	0.30	0.56
SR A1A (OCEAN SHORE BLVD)	S 25TH ST	GAMBLE ROGERS ST REC	Minor Arterial	FDOT	C3R	2	45	0.90	D	5,100	2024	17,920	2.41%	5,350	4,820	16,130	9,940	8,950	16,130	0.30	0.55
SR A1A (OCEAN SHORE BLVD)	GAMBLE ROGERS ST REC	S CENTRAL AVE	Minor Arterial	FDOT	C1	2	45	0.28	D	5,300	2024	11,200	2.41%	5,560	1,560	3,140	10,330	2,890	3,140	0.50	0.92
SR A1A (OCEAN SHORE BLVD)	CENTRAL AVE (S)	VOLUSIA CO LINE	Minor Arterial	FDOT	C3R	2	45	0.61	D	5,300	2024	17,920	2.41%	5,560	3,390	10,930	10,330	6,300	10,930	0.31	0.58
COLBERT LN	ROBERTS RD	MOODY BLVD (SR 100)	Major Collector	COUNTY	C3R	2	55	1.29	D	4,100	2024	24,640	2.41%	4,300	5,550	31,790	7,990	10,310	31,790	0.17	0.32
FLAGLER AVE	N 10 ST	S 7TH ST	Local	CITY	C2T	2	20	0.77	D	1,250	2024	7,560	2.41%	1,310	1,010	5,820	2,430	1,870	5,820	0.17	0.32
I-95	NORTH BOUNDARY OF MOBILITY STUDY AREA (MSA)	MOODY BLVD (SR 100)	Limited Access	FDOT	Urbanized	6	70	0.62	D	92,438	2024	191,022	2.59%	97,290	60,320	118,430	189,150	117,270	118,430	0.51	0.99
I-95	MOODY BLVD (SR 100)	SOUTH BOUNDARY OF MOBILITY STUDY AREA (MSA)	Limited Access	FDOT	Urbanized	6	70	0.46	D	86,500	2024	191,022	2.59%	91,040	41,880	87,870	177,000	81,420	87,870	0.48	0.93
JOHN ANDERSON HWY (CR 201)	MOODY BLVD (SR 100)	AVE A	Minor Collector	COUNTY	C3R	2	55	0.33	D	1,450	2024	24,640	2.41%	1,520	500	8,130	2,820	930	8,130	0.06	0.11
JOHN ANDERSON HWY (CR 201)	AVE A	VOLUSIA CO LINE	Minor Collector	COUNTY	C3R	2	45	3.60	D	1,450	2024	16,128	2.41%	1,520	5,470	58,060	2,820	10,150	58,060	0.09	0.17
LAMBERT AVE	CENTER OF CUL-DE-SAC	PALM DR	Minor Collector	CITY	C3R	2	35	1.48	D	600	2024	12,544	2.41%	630	930	18,570	1,170	1,730	18,570	0.05	0.09
OLD KINGS RD	NORTH BOUNDARY OF MOBILITY STUDY AREA (MSA)	MOODY BLVD (SR 100)	Minor Arterial	PALM COAST	C3R	4	45	0.71	D	9,200	2024	35,249	2.41%	9,650	6,850	25,030	17,920	12,720	25,030	0.27	0.51
OLD KINGS RD	MOODY BLVD	CRAIG FLAGLER PALMS FUNERAL HOME	Major Collector	PALM COAST	C3C	2	45	0.52	D	3,300	2024	19,530	2.41%	3,460	1,800	10,160	6,430	3,340	10,160	0.18	0.33
MOODY BLVD (SR 100)	I-95	OLD KINGS RD	Principal Arterial	FDOT	C3C	4	45	0.31	D	29,000	2024	38,430	2.41%	30,410	9,430	11,910	56,480	17,510	11,910	0.79	1.47
MOODY BLVD (SR 100)	OLD KINGS RD	COLBERT LN	Principal Arterial	FDOT	C3C	4	55	1.54	D	23,649	2024	46,970	2.41%	24,800	38,190	72,330	46,060	70,930	72,330	0.53	0.98
MOODY BLVD (SR 100)	COLBERT LN	BEACH VILLAGE HWY	Principal Arterial	FDOT	C3C	4	45	0.31	D	18,000	2024	38,430	2.41%	18,880	18,120	36,890	35,070	33,670	36,890	0.49	0.91
MOODY BLVD (SR 100)	BEACH VILLAGE HWY	JOHN ANDERSON HWY (CR 201)	Principal Arterial	FDOT	C3C	4	55	0.16	D	18,000	2024	38,430	2.41%	18,880	3,960	8,070	35,070	7,360	8,070	0.49	0.91
MOODY BLVD (SR 100)	BEACH VILLAGE HWY	S FLAGLER AVE	Principal Arterial	FDOT	C3R	4	45	0.96	D	18,000	2024	39,165	2.41%	18,880	3,960	8,220	35,070	7,360	8,220	0.48	0.90
MOODY BLVD (SR 100)	S FLAGLER AVE	SR A1A (OCEAN SHORE BLVD)	Principal Arterial	FDOT	C2T	4	35	0.21	D	14,900	2024	31,400	2.41%	15,630	3,280	6,590	29,030	6,100	6,590	0.50	0.93
PALM DR	MOODY BLVD (SR 100)	PALM DR	Minor Collector	CITY	C3R	2	25	0.42	D	1,150	2024	11,200	2.41%	1,210	510	4,700	2,250	950	4,700	0.11	0.20
ROBERTS RD	COLBERT LN	MOODY BLVD (SR 100)	Minor Collector	COUNTY	C3C	2	35	1.51	D	1,450	2024	15,190	2.41%	1,520	2,300	22,940	2,820	4,260	22,940	0.10	0.19

Source: Traffic data provided by Florida Department of Transportation. LOS Standards based on City of Flagler Beach and Flagler County adopted Comprehensive Plans. Daily Capacity based on FDOT Generalized Service Tables. Growth factors based on FDOT Trend Analysis Spreadsheet. VMT is length x AADT. VMC is length x Daily Capacity. 2050 AADT and VMT derived by applying growth rates. The VMT data were calculated based on applying the annual growth rate per segment based on the most recently adopted regional travel demand model.

Appendix B:
Quality of Service Inventory



APPENDIX B: QUALITY OF SERVICE INVENTORY

Street Name	From Street	To Street	Functional Classification	Maintaining Entity	FDOT Context Classification	Travel Lanes	Speed Limit	Length (mi)	Median Type	Street QOS	Off-Street Multimodal Facility	Separation/Physical Barrier	Off-Street Multimodal QOS	On-Street Multimodal Facility	On-Street Multimodal QOS
SR A1A (OCEAN SHORE BLVD)	OCEAN MARINA DR	N 13 ST	Minor Arterial	FDOT	C4	2	45	1.42	None	E	8' Trail	Grass Buffer	B	Paved Shoulder	E
SR A1A (OCEAN SHORE BLVD)	N 13 ST	N 3RD ST	Minor Arterial	FDOT	C4	2	35	0.61	None	D	8' Trail	Grass Buffer	B	Paved Shoulder	E
SR A1A (OCEAN SHORE BLVD)	N 3RD ST	MOODY BLVD (SR 100)	Minor Arterial	FDOT	C4	2	25	0.10	None	B	8' Trail	Grass Buffer	B	Paved Shoulder	E
SR A1A (OCEAN SHORE BLVD)	MOODY BLVD (SR 100)	S 14 ST	Minor Arterial	FDOT	C4	2	25	0.78	Vegetated Swale Median	B	6' Sidewalk (Designated as Trail)	Limited Separation	D	Paved Shoulder	E
SR A1A (OCEAN SHORE BLVD)	S 14 ST	S 20TH ST	Minor Arterial	FDOT	C3R	2	25	1.60	None	B	6' Sidewalk (Designated as Trail)	Grass Buffer	C	Paved Shoulder	E
SR A1A (OCEAN SHORE BLVD)	S 20TH ST	S 25TH ST	Minor Arterial	FDOT	C3R	2	35	0.70	None	D	6' Sidewalk (Designated as Trail)	Grass Buffer	C	Paved Shoulder	E
SR A1A (OCEAN SHORE BLVD)	S 25TH ST	GAMBLE ROGERS ST REC	Minor Arterial	FDOT	C3R	2	45	0.90	None	E	8' Trail	Grass Buffer	B	Paved Shoulder	E
SR A1A (OCEAN SHORE BLVD)	GAMBLE ROGERS ST REC	S CENTRAL AVE	Minor Arterial	FDOT	C1	2	45	0.28	None	E	8' Trail	Grass Buffer	B	Paved Shoulder	E
SR A1A (OCEAN SHORE BLVD)	CENTRAL AVE (S)	VOLUSIA CO LINE	Minor Arterial	FDOT	C3R	2	45	0.61	None	E	8' Trail	Grass Buffer	B	Paved Shoulder	E
COLBERT LN	ROBERTS RD	MOODY BLVD (SR 100)	Major Collector	COUNTY	C3R	2	55	1.29	None	E	7' Sidewalk	Grass Buffer	C	4' Bike Lane	D
JOHN ANDERSON HWY (CR 201)	MOODY BLVD (SR 100)	AVE A	Minor Collector	COUNTY	C3R	2	55	0.33	None	E	NONE	N/A	E	4' Bike Lane	D
JOHN ANDERSON HWY (CR 201)	AVE A	VOLUSIA CO LINE	Minor Collector	COUNTY	C3R	2	45	3.60	None	E	NONE	N/A	E	4' Bike Lane	D
LAMBERT AVE	CENTER OF CUL-DE-SAC	PALM DR	Minor Collector	CITY	C3R	2	35	1.48	None	D	NONE	N/A	E	None	E
OLD KINGS RD	NORTH BOUNDARY OF MOBILITY STUDY AREA (MSA)	MOODY BLVD (SR 100)	Minor Arterial	PALM COAST	C3R	4	45	0.71	None	E	6' Sidewalk	Limited Separation	D	4' Bike Lane	D
OLD KINGS RD	MOODY BLVD	CRAIG FLAGLER PALMS FUNERAL HOME	Major Collector	PALM COAST	C3C	2	45	0.52	None	E	10' Sidewalk	Limited Separation	B	4' Bike Lane	D
MOODY BLVD (SR 100)	I-95	OLD KINGS RD	Principal Arterial	FDOT	C3C	4	45	0.31	None	E	8' Sidewalk	Limited Separation	C	4' Bike Lane	D
MOODY BLVD (SR 100)	OLD KINGS RD	COLBERT LN	Principal Arterial	FDOT	C3C	4	55	1.54	None	E	8' Sidewalk	Grass Buffer	B	4' Bike Lane	D
MOODY BLVD (SR 100)	COLBERT LN	BEACH VILLAGE HWY	Principal Arterial	FDOT	C3C	4	45	0.31	None	E	8' Sidewalk	Grass Buffer	B	4' Bike Lane	D
MOODY BLVD (SR 100)	BEACH VILLAGE HWY	JOHN ANDERSON HWY (CR 201)	Principal Arterial	FDOT	C3C	4	55	0.16	None	E	8' Sidewalk	Grass Buffer	B	4' Bike Lane	D
MOODY BLVD (SR 100)	JOHN ANDERSON HWY (CR 201)	S FLAGLER AVE	Principal Arterial	FDOT	C3R	4	45	0.96	None	E	6' Pedestrian Bridge	Physical Barrier	C	4' Buffered Bike Lane	C
MOODY BLVD (SR 100)	S FLAGLER AVE	SR A1A (OCEAN SHORE BLVD)	Principal Arterial	FDOT	C2T	4	35	0.21	None	D	6' Sidewalk	Limited Separation	D	None	E
PALM DR	MOODY BLVD (SR 100)	PALM DR	Minor Collector	CITY	C3R	2	25	0.42	None	B	6' Sidewalk	Limited Separation	D	None	E
ROBERTS RD	COLBERT LN	MOODY BLVD (SR 100)	Minor Collector	COUNTY	C3C	2	35	1.51	None	D	8' Sidewalk	Grass Buffer	B	None	E

Note: Quality of Service based on proposed Quality of Service standards developed by NUE Urban Concepts, LLC. Identified off-street or on-street multimodal facilities represents the presence of a facility on at least one side of the street. The width of on-street and off-street multimodal represent the widest observed width on that segment. On-street multimodal QOS may be higher due to presence of buffers, street trees, and on-street parking.

Appendix C:

City of Flagler Beach

2050 Mobility Plan



APPENDIX C: CITY OF FLAGLER BEACH 2050 MOBILITY PLAN

Project ID	Street	From	To	Length (Miles)	Project Type	Maintenance Entity	Project Description	Project Source	Timeframe	Project Status	Planning Level Cost (PLC)	Person Miles of Capacity (PMC)	PLC & PMC Note	Reasonably Anticipated Funding	Attributable Planning Level Cost (APLC)	Attributable Person Miles of Capacity (PMC)	Funding Source
5	N 2nd St / Moody Ln	Current West Terminus of Moody Ln	Ocean Shore Blvd (SR A1A)	0.61	Primary Multimodal Corridor	City	Reimage the corridor to be the primary east-west multimodal route in Flagler Beach, connecting the proposed Mobility Hub on N 4th St to downtown and the beach, and providing a safe and convenient alternative to Moody Blvd. Post speed limit at 20 MPH and implement various traffic calming measures to slow vehicles. Street design should prioritize walking, bicycling, golf carts, and other low-speed modes. Clear signage and pavement markings should consistently communicate that people walking, biking, and using other micromobility options have priority. Additional enhancements may include landscaping and green infrastructure to improve aesthetics and stormwater management. The corridor should include wayfinding signage.	2050 Mobility Plan	2030-2035	Proposed	$1,220,000	7,686	85	$0	$1,220,000	7,686	Mobility Fees & Other Sources
10	Lehigh Ave	N 4th St	Moody Ln	0.15	Primary Multimodal Corridor	City	Reimage the corridor to be the primary east-west multimodal route in Flagler Beach, connecting the proposed Mobility Hub on N 4th St to downtown and the beach, and providing a safe and convenient alternative to Moody Blvd. Post speed limit at 20 MPH and implement various traffic calming measures to slow vehicles. Street design should prioritize walking, bicycling, golf carts, and other low-speed modes. Clear signage and pavement markings should consistently communicate that people walking, biking, and using other micromobility options have priority. Additional enhancements may include landscaping and green infrastructure to improve aesthetics and stormwater management. The corridor should include wayfinding signage.	2050 Mobility Plan	2030-2035	Proposed	$300,000	1,890	85	$0	$300,000	1,890	Mobility Fees & Other Sources
15	S 2nd St	Flagler Ave	Ocean Shore Blvd (SR A1A)	0.21	Curbless Shared Street	City	Reconstruct existing street as a curbless shared street with streetscape, landscape, wayfinding, traffic calming, special pavers, placemaking elements, public art, etc. Dynamic elements, such as bollards, should be incorporated to allow the street to be closed to vehicles during festivals or special events.	2050 Mobility Plan	2035-2040	Proposed	$4,200,000	5,670	15	$0	$4,200,000	5,670	Mobility Fees & Other Sources
20	S 3rd St	Flagler Ave	Ocean Shore Blvd (SR A1A)	0.20	Curbless Shared Street	City	Reconstruct existing street as a curbless shared street with streetscape, landscape, wayfinding, traffic calming, special pavers, placemaking elements, public art, etc. Dynamic elements, such as bollards, should be incorporated to allow the street to be closed to vehicles during festivals or special events.	2050 Mobility Plan	2035-2040	Proposed	$4,000,000	5,400	15	$0	$4,000,000	5,400	Mobility Fees & Other Sources
25	Central Ave	N 23rd St	N 3rd St	2.00	Primary Multimodal Corridor	City	Reimage the corridor to be the primary north–south multimodal route in Flagler Beach, providing a safe and convenient alternative to Ocean Boulevard (SR A1A). Post speed limit at 20 MPH and implement various traffic calming measures to slow vehicles. Street design should prioritize walking, bicycling, golf carts, and other low-speed modes. Clear signage and pavement markings should consistently communicate that people walking, biking, and using other micromobility options have priority. Additional enhancements may include landscaping and green infrastructure to improve aesthetics and stormwater management. The corridor should include wayfinding signage connecting residents and visitors to parks, Flagler Beach Pier, and downtown.	2050 Mobility Plan	2026-2030	Proposed	$4,000,000	25,200	85	$0	$4,000,000	25,200	Mobility Fees & Other Sources
30	Central Ave	N 3rd St	S 3rd St	0.19	Curbless Shared Street	City	Reconstruct existing street as a curbless shared street to reinforce Central Ave as a traditional main street between 3rd St North and 3rd St South. Street design should include streetscape, landscape, wayfinding, traffic calming, special pavers, placemaking elements, public art, etc. Dynamic elements, such as bollards, should be incorporated to allow the street to be closed to vehicles during festivals or special events.	2050 Mobility Plan	2030-2035	Proposed	$3,800,000	5,130	15	$0	$3,800,000	5,130	Mobility Fees & Other Sources
35	Central Ave / Daytona Ave One-Way Pair	S 3rd St	S 9th St	1C	One-Way Pair Evaluation	City	Evaluate Central Ave and Daytona Ave between South 3rd St and South 9th St for potential conversion to a one-way pair for vehicular traffic. This analysis would assess whether the reconfiguration could create opportunities to accommodate on-street parking and/or multimodal facilities. The evaluation should be conducted in conjunction with efforts to advance Central Avenue as a Primary Multimodal Corridor.	2050 Mobility Plan	2026-2030	Proposed	$50,000	172	75	$0	$50,000	172	Mobility Fees & Other Sources
40	Central Ave	S 3rd St	S 28th St	2.69	Primary Multimodal Corridor	City	Reimage the corridor to be the primary north–south multimodal route in Flagler Beach, providing a safe and convenient alternative to Ocean Boulevard (SR A1A). Post speed limit at 20 MPH and implement various traffic calming measures to slow vehicles. Street design should prioritize walking, bicycling, golf carts, and other low-speed modes. Clear signage and pavement markings should consistently communicate that people walking, biking, and using other micromobility options have priority. Additional enhancements may include landscaping and green infrastructure to improve aesthetics and stormwater management. The corridor should include wayfinding signage connecting residents and visitors to parks, Flagler Beach Pier, and downtown.	2050 Mobility Plan	2026-2030	Proposed	$5,380,000	33,894	85	$0	$5,380,000	33,894	Mobility Fees & Other Sources
45	Ocean Shore Blvd (SR A1A)	Ocean Marina Dr (City Limits)	N 10th St	1.62	Two (2) Lane Divided Reconstruction	FDOT	Where right-of-way allows, reconstruct Ocean Blvd (SR A1A) into a two (2) lane divided with one lane of travel in each direction and a curbed, landscaped median that include drainage improvements and stormwater control (French drains and associated structures) to manage runoff. The design should mirror the segment previously reconstructed from S 9th St to S 22nd St. This project should be coordinated with the associated segment of the planned SUNTrail to convert the existing sidewalk on the west side of the right-of-way into a multi-use trail. The project should also incorporate green infrastructure and native vegetation in the median, designed to be both visually appealing and effective at managing stormwater.	2050 Mobility Plan	2030-2035	Proposed	$11,340,000	48,600	110	$10,206,000	$1,134,000	4,860	Anticipate 90% FDOT Funding
50	Ocean Shore Blvd (SR A1A)	N 10th St	S 2nd St	0.55	Context Sensitive Enhancement	FDOT	Construct parallel parking on both sides of the existing two-lane roadway utilizing specialty pavers and integrated landscaping, including palm trees, to visually narrow the travel lanes, reinforce lower vehicular speeds, and establish a cohesive, pedestrian-oriented streetscape. Provide coordinated, high-visibility pedestrian crossings to connect beach access points with adjacent parking and residential and commercial uses. Enhance the existing west-side sidewalk to an 8-foot shared-use path to safely accommodate pedestrians and bicyclists. Collectively, these design elements will clearly signal entry into the Flagler Beach Downtown area and encourage heightened driver awareness.	2050 Mobility Plan	2030-2035	Proposed	$2,200,000	5500	10	$1,980,000	$220,000	550	Anticipate 90% FDOT Funding
55	Ocean Shore Blvd (SR A1A)	S 2nd St	S 4th St	0.28	Pier District (Pedestrian Priority Area)	FDOT	Reimage Ocean Shore Blvd (SR A1A) from S 2nd St to S 4th S to create a pedestrian-oriented beachfront district. Remove parallel parking on the west side of the corridor to create a wider pedestrian frontage and expanded public realm. This transformation will establish a pedestrian-oriented district designed to support retail activity, outdoor dining, and community gathering spaces. By prioritizing walkability and enhancing the streetscape, the project will help cultivate a thriving, vibrant corridor that strengthens the city's coastal character and supports local economic development.	2050 Mobility Plan	2035-2040	Proposed	$5,040,000	7,560	80	$4,536,000	$504,000	756	Anticipate 90% FDOT Funding
60	Ocean Shore Blvd (SR A1A)	S 4th St	S 9th St	0.09	Context Sensitive Enhancement	FDOT	Construct parallel parking on the west side of the existing two-lane roadway (and on both sides between S 8th St and S 9th St) utilizing specialty pavers and integrated landscaping, including palm trees, to visually narrow the travel lanes, reinforce lower vehicular speeds, and establish a cohesive, pedestrian-oriented streetscape. Provide coordinated, high-visibility pedestrian crossings to connect beach access points with adjacent parking and residential and commercial uses. Enhance the existing west-side sidewalk to an 8-foot shared-use path to safely accommodate pedestrians and bicyclists. Collectively, these design elements will clearly signal entry into the Flagler Beach Downtown area and encourage heightened driver awareness.	2050 Mobility Plan	2030-2035	Proposed	$360,000	900	10	$324,000	$36,000	90	Anticipate 90% FDOT Funding
65	Ocean Shore Blvd (SR A1A)	N 10th St		1C	Intersection Improvement	FDOT	Add intersection improvement such as a southbound right turn lane, roundabout, or other traffic control device on Ocean Shore Blvd turning onto N 10t St. Include signage directing traffic to Moody Blvd.	2050 Mobility Plan	2030-2035	Proposed	$1,500,000	4,000	95	$1,350,000	$150,000	400	Anticipate 90% FDOT Funding

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70	N 10th St / N Flagler Ave	Ocean Shore Blvd (SR A1A)	N 7th St	0.41	Upgrade to Collector	City	Upgrade the existing roadway to a collector design standard to better facilitate traffic to and from Moody Blvd and provide an alternative route that allows vehicles to bypass the downtown area. Improvements will include adding paved shoulders, installing centerline and edge line striping, and evaluating existing stop control on cross streets to improve overall traffic operations. Additional enhancements may include drainage improvements, directional signage, and minor intersection modifications.	2050 Mobility Plan	2030-2035	Proposed	$615,000	3,116	115	$0	$615,000	3,116	Mobility Fees & Other Sources
75	N 10th St	S Flagler Ave		1C	Intersection Improvement	City	Add intersection improvement such as a southbound left turn lane, roundabout, or other traffic control device on N 10t St and N Flagler Ave. Include signage directing traffic to Moody Blvd.	2050 Mobility Plan	2030-2035	Proposed	$1,500,000	4,000	95	$0	$1,500,000	4,000	Mobility Fees & Other Sources
80	Ocean Shore Blvd (SR A1A)	S 7th St		1C	Intersection Improvement	FDOT	Add intersection improvement such as a northbound left turn lane, roundabout, or other traffic control device on Ocean Shore Blvd turning onto N 10t St. Include signage directing traffic to Moody Blvd.	2050 Mobility Plan	2030-2035	Proposed	$1,500,000	4,000	95	$1,350,000	$150,000	400	Anticipate 90% FDOT Funding
85	S Flagler Ave / S 7th Ave	Moody Blvd (SR 100)	Ocean Shore Blvd (SR A1A)	0.47	Upgrade to Collector	City	Upgrade the existing roadway to a collector design standard to better facilitate traffic to and from Moody Blvd and provide an alternative route that allows vehicles to bypass the downtown area. Improvements will include adding paved shoulders, installing centerline and edge line striping, and evaluating existing stop control on cross streets to improve overall traffic operations. Additional enhancements may include drainage improvements, directional signage, and minor intersection modifications.	2050 Mobility Plan	2030-2035	Proposed	$705,000	3,572	115	$0	$705,000	3,572	Mobility Fees & Other Sources
90	John Anderson Hwy	Moody Blvd (SR 100)	Approximately 0.3 miles south of Presidio Blvd	1C	Access Management & Corridor Study	City	Evaluate innovative ways to reduce development impact to John Anderson Hwy such as frontage roads, shared access through landscape separated access ways, roundabouts and other innovative mobility concepts to maintain the roadway as a two (2) lane scenic corridor with minimal access connections.	2050 Mobility Plan	2026-2030	Proposed	$150,000	515	5	$0	$150,000	515	Mobility Fees & Other Sources
95	Moody Blvd (SR 100)	Colbert Ln		1C	Intersection Improvement	FDOT	Intersection improvements associated with development such as signal upgrades and turn lanes to accommodate growth in traffic.	2050 Mobility Plan	As Development Occurs	Proposed	$500,000	2,400	35	$450,000	$50,000	240	Anticipate 90% FDOT Funding
100	Moody Blvd (SR 100)	Flagler Ave		1C	Roundabout	FDOT	Add roundabout.	2050 Mobility Plan	2030-2035	Proposed	$1,500,000	4,000	100	$1,350,000	$150,000	400	Anticipate 90% FDOT Funding
105	Moody Blvd (SR 100)	Ocean Blvd (SR A1A)		1C	Roundabout	FDOT	Add roundabout.	2050 Mobility Plan	2030-2035	Proposed	$3,600,000	8,000	95	$3,240,000	$360,000	800	Anticipate 90% FDOT Funding
110	Water Taxi Service & Infrastructure	Veranda Bay Development	N 4th St	1C	Water Taxi	City / Developer	The City will coordinate with the developer of Veranda Bay to establish a water taxi service connecting the development across the Matanzas River. This partnership will expand mobility options and reduce reliance on vehicle travel, taking vehicle trips off of Moody Blvd (SR 100) for those traveling from the west to the area's key destinations including Downtown Flager Beach and Flagler Beach Pier. As part of this project, the City will construct/update two (2) water taxi docks and a park n'ride lot on the west side of the Matanzas River. Long-term, the water taxi could serve as a model for additional water-based transit connections throughout the City's waterfront.	2050 Mobility Plan	2045-2050	Proposed	$4,000,000	960	120	$1,000,000	$3,000,000	720	Anticipate 25% Developer Funding
115	Mobility Hub	Matanzas River (East side of River)	N 4th St	1C	Mobility Hub	City	Construct a mobility hub to provide a centralized, multimodal connection point that supports seamless travel between the water taxi and surrounding transportation options. The mobility hub should integrate facilities for walking, biking, transit, and shared mobility. Planned improvements could also include amenities such as seating, lighting, shelters, bike parking, and clear wayfinding to support smooth transfers and improve the user experience.	2050 Mobility Plan	2045-2050	Proposed	$500,000	1,718	45	$0	$500,000	1,718	Mobility Fees & Other Sources
120	Mobility Hub	Matanzas River (West side of River)	South of Pescadero R	1C	Mobility Hub	City / Developer	Construct a mobility hub to provide a centralized, multimodal connection point that supports seamless travel between the water taxi and surrounding transportation options. The mobility hub should integrate facilities for walking, biking, transit, and shared mobility. Planned improvements could also include amenities such as seating, lighting, shelters, bike parking, and clear wayfinding to support smooth transfers and improve the user experience.	2050 Mobility Plan	2045-2050	Proposed	$500,000	1,718	45	$125,000	$375,000	1,289	Anticipate 25% Developer Funding
125	Mobility Hub Evaluation	Flagler Ave	Flagler Ave	1C	Mobility Hub Evaluation	City	Evaluate the feasibility of utilizing wetland parcels owned by the City of Flagler along Flagler Avenue as a potential site for a mobility hub. This hub could serve as a centralized parking facility and multimodal connection point designed to support a park-once environment in the downtown/CRA.	2050 Mobility Plan	2026-2030	Proposed	$150,000	515	50	$0	$150,000	515	Mobility Fees & Other Sources

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Pre-Existing Proposed, Planned, or Funded Projects																	
130	Bulow Creek Headwaters Regional Park Trail, Boardwalk, Pedestrian Amenities	Moody Blvd (SR 100)	Old Kings Rd	2.72	Multi-Use Trail	County	Project consists of a Planning Phase and a Design Phase. The Planning Phase of the project includes preparing conceptual alternative design plans and the Design Phase includes preparation of design plans and contract documents for proposed potential improvements to include park amenities pedestrian amenities, trail heads with possibly restrooms, boardwalks over wetlands and possibly a paved multiuse trail through the park to connect the southern terminus of the existing SR100 pedestrian bridge to Old Kings Rd. S at the southwest corner of the site.	Flagler County Engineering Development Tracker Dashboard	2026-2030	Planning & Design Phase Funded. Planning Ongoing in 2026.	$1,561,425	19,584	60	$1,561,425	$0	0	FDOT Grant
135	Colbert Ln	Palm Coast Pkwy	Moody Blvd (SR 100)	7.34	Multi-Use Trail	Palm Coast	Construct 12' to 14' Multi-Use Trail.	Volusia-Flagler 2025 LOPP	2026-2030	Proposed	$11,010,000	52,848	60	$11,010,000	$0	0	Palm Coast, Volusia-Flagler TPO
140	John Anderson Hwy	Moody Blvd (SR 100)	Volusia Co Line	3.96	Multi-Use Trail	County	Construct 12' to 14' Multi-Use Trail.	Volusia-Flagler 2025 LOPP	2030-2035	Planned	$5,940,000	28,512	60	$5,940,000	$0	0	Flagler County, Volusia-Flagler TPO
145	Moody Blvd (SR 100)	Belle Terre Pkwy	Old Kings Rd	2.56	Widen from Four (4) to Six (6) Lanes	FDOT	Widen Moody Blvd (SR 100) from four (4) lanes to six (6) lanes between Belle Terre Pkwy and Old Kings Rd.	2050 LRTP Cost Feasible SIS; FDOT SIS Long Range - Cost Feasible	PD&E & PE - 2035-2040 ROW-2046-2050	Planned	$34,870,000	51,200	130	$34,870,000	$0	0	FDOT
150	Moody Blvd (SR 100)	Old Kings Rd	John Anderson Hwy	2.01	Widen from Four (4) to Six (6) Lanes	FDOT	Widen Moody Blvd (SR 100) from four (4) lanes to six (6) lanes between Old Kings Rd and John Anderson Pkwy.	2050 LRTP Capacity Need	2045-2050	Proposed	$45,225,000	40,200	130	$45,225,000	$0	0	FDOT
155	Moody Blvd (SR 100) Complete Street (Bridge)	Roberts Rd / John Anderson Hwy	Flagler Ave	0.97	Moody Blvd Bridge Shared Use Path	FDOT	Maintain the bridge on Moody Blvd over the Mantanzas River as a four (4) lane roadway, while reallocating space to provide safe, high-quality facilities for bicyclists and pedestrians.	2025 Application for Project Prioritization: Feasibility Study for Traffic Operations, Safety, and Local Initiatives Projects	2030-2035	Proposed	$4,850,000	12,222	55	$4,365,000	$485,000	1,222	Anticipate 90% FDOT Funding
160	Moody Blvd (SR 100) Reconfiguration	Flagler Ave	Ocean Shore Blvd (SR A1A)	0.20	Reconfiguration	FDOT	Reconfigure Moody Blvd from four (4) lanes to two (2) lanes and consider incorporating on-street parking, bicycle and pedestrian (multimodal) facilities and amenities, roundabouts and/or other intersection improvements at Flagler Ave and Ocean Shore Blvd, and midblock crossings.	Volusia-Flagler 2025 LOPP; 2025 Application for Project Prioritization: Feasibility Study for Traffic Operations, Safety, and Local Initiatives Projects	2030-2035	Proposed	$3,600,000	1,600	90	$3,240,000	$360,000	160	Anticipate 90% FDOT Funding
165	Moody Blvd (SR 100)	Old Kings Rd		1C	Intersection Improvement	FDOT	Old Kings Rd at SR 100 Turn Lane Improvements.	Volusia-Flagler 2025 LOPP	2026-2030	Proposed	$350,000	4,600	40	$350,000	$0	0	FDOT, Volusia-Flagler TPO
170	Moody Blvd (SR 100)	Roberts Rd / John Anderson Hwy		1C	Intersection Improvement	FDOT	John Anderson-Roberts Rd at SR 100 Intersection Improvements (system performance).	Volusia-Flagler 2025 LOPP	2026-2030	Planned	$350,000	4,600	40	$350,000	$0	0	FDOT, Volusia-Flagler TPO
175	Flagler Beach Gap (SUN Trail) PD&E Study	Ocean Marina Dr	Volusia Co Line	6.12	Multi-Use Trail	FDOT	FLAGLER BEACH GAP VOLUSIA/FLAGLER COUNTY LINE TO OCEAN MARINA DRIVE. BIKE PATH/TRAIL. Highways/PD & E. Also part of the St Johns River to Sea Loop and the East Coast Greenway.	FDOT 5 YR Work Plan (439873-2)	2026-2030	Programmed	$2,000,000	44,064	65	$2,000,000	$0	0	FDOT
185	Old Kings Road Shared Use Path (SUNTrail)	Ocean Shore Blvd (Ormond Beach)	Moody Blvd (SR 100)	9.52	Multi-Use Trail	FDOT	New construction of a + /-9.5 mile shared use path from Palm Coast to Ormond Beach.	SUNTrail	2026-2030	Partially funded for pre construction.	$47,600,000	68,544	65	$47,600,000	$0	0	FDOT
190	Old Kings Road Shared Use Path (SUNTrail)	Moody Blvd (sidewalk 1,400' south)	Volusia Co Line	4.47	Multi-Use Trail	FDOT	New Construction of a +/-4.5 mile shared use path from Volusia County line to sidewalk 1,400' south of SR-100.	FDOT 5 YR Work Plan (438636-1); Flagler County Engineering Development Tracker Dashboard; 2050 LRTP LOPP FM #4386361 & 4386362	2027	Funded. Design Phase In Progress.	$3,039,856	32,184	65	$3,039,856	$0	0	FDOT
195	Old Kings Road	Moody Blvd (SR 100)	Volusia Co Line	4.50	Widen from Two (2) to Four (4) Lanes	County	Widen Old Kinds Rd from two (2) lanes to four (4) lanes between Moody Blvd (SR 100) and the Volusia County line.	Volusia-Flagler 2025 LOPP	2026-2030	Planned	$1,500,000	101,250	125	$1,500,000	$0	0	Flagler County, Volusia-Flagler TPO
200	Veranda Bay Roadway (New Road)	Moody Blvd (SR 100)	Johns Anderson Hwy	1.08	New Two (2) Lane Complete Street	Private	Construct a new two (2) lane street with complete streets elements such as bike lanes (30MPH or less), buffered bike lanes, protected bike lanes, or a shared-use path.	Veranda Bay	2026-2030	Developer Obligation	$13,500,000	21,060	70	$13,500,000	$0	0	Developer
205	Flagler Beach Transportation Development Plan Implementation: Fixed Route Bus Service (Red Route) SR 100	Marineland	South City Limits of Flagler Beach	8.26	Flagler County Bus Route	County	Traditional corridor-based bus service operating on hourly headways, serving fixed bus stops located every ¼-mile, using larger vehicles, and operating on a fixed schedule.	Flalger County Transportation Development Plan	2026-2030	Planned	$11,813,543	194,275	25	$11,813,543	$0	0	Flagler County
210	Flagler Beach Transportation Development Plan Implementation: Fixed Route Bus Service (Beach Line) SR A1A	Bunnell	Flagler Beach	17.42	Flagler County Bus Route	County	Traditional corridor-based bus service operating on hourly headways, serving fixed bus stops located every ¼-mile, using larger vehicles, and operating on a fixed schedule.	Flalger County Transportation Development Plan	2030-2035	Planned	$11,317,403	390,208	30	$11,317,403	$0	0	Flagler County
215	Flagler Beach Transportation Development Plan Implementation: Mobility on Demand Beach Zone	-	-	1C	Flagler County Mobility on Demand (MoD)	County	New flexible service type that can offer flexible point-to-point service within a designated zone. Service may include same-day scheduling, connections to major hubs or destinations with a zone, and first mile/last mile connections to other MOD zones or fixed routes bus stops. For this proposed service, it is assumed that Flagler County will procure a third-party vendor to provide all aspects of MOD service (vehicles, staff, information/scheduling/ticket technology).	Flalger County Transportation Development Plan	2030-2035	Planned	$6,254,240	38,528	20	$6,254,240	$0	0	Flagler County

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220	Bicycle Parking Program	Program	City	Develop a program to install bicycle parking racks at various locations throughout the City as needs arise. The Program should include a process and establish procedures for residents and business owners to request that the City furnish and install bike racks free of charge.	2050 Mobility Plan	2026-2050	Proposed	$120,000	$0	$120,000	412	Mobility Fees & Other Sources
225	Bicycle & Pedestrian Safety Improvements	Implementation	City	Construct various pedestrian safety-related improvements throughout the City including high visibility and raised crosswalks, pedestrian islands, hardened centerlines, curb extensions, midblock crossings, bicycle boxes, signage, etc.	2050 Mobility Plan	2026-2050	Proposed	$480,000	$0	$480,000	1,649	Mobility Fees & Other Sources
160	Complete Streets Policy	Program	City	Adopt a Complete Streets Policy to establish a commitment by the City to design, build, and operate its transportation network so that all road projects consider the needs of all users—people walking, biking, taking transit, using mobility devices, and driving - and to establish a framework that ensures transportation investments systematically create safer, more inclusive, and connected streets. Key elements should include 1) embedding Complete Streets principles into planning, design, and funding decisions; 2) applying the policy to all projects and phases (new, retrofit, and maintenance); 3) setting clear design guidance and performance measures; 4) ensuring equity and accessibility across age, ability, income, and community context.	2050 Mobility Plan	2026-2030	Proposed	$20,000	$0	$20,000	69	Mobility Fees & Other Sources
165	Downtown Master Plan Update	Plan	City	Update the City of Flagler Beach Downtown Master Plan which was originally adopted in 2002 and last updated in 2006.	2050 Mobility Plan	2026-2030	Proposed	$150,000	$0	$150,000	515	Mobility Fees & Other Sources
170	Downtown / CRA Parking Management Plan	Plan	City	Develop a downtown parking management plan for the Community Redevelopment Area (CRA) to identify an overall strategy to integrate land use, parking, and transportation in downtown Flagler Beach. The plan should address parking in the downtown area with the goal of addressing perception issues related to a shortage of parking. The plan should seek to maximize strategic use of city-owned properties and explore access management as it relates to parking, curb management, commercial loading/unloading, and shared parking agreements. The plan should consider centralizing parking within mobility hubs and/or parking structures to create a park-once environment.	2050 Mobility Plan	2026-2030	Proposed	$150,000	$0	$150,000	515	Mobility Fees & Other Sources
175	Parking Implementation: On-Street Parking	Implementation	City	Construct up to forty (40) new on-street parking spaces at strategic locations to be determined throughout the community. To minimize impacts on traffic flow and maintain neighborhood character, spaces will be installed in small clusters of two (2) to three (3) spaces. Design treatments may include regular curb and gutter or ribbon curb with brick pavers to enhance aesthetics and blend with surrounding streetscapes. Where necessary, minor sidewalk reconstruction will be completed to ensure ADA compliance and maintain pedestrian safety. Implementation should be coordinated with other capital improvements and may also include opportunities to integrate green infrastructure, such as tree wells or bioswales, within parking areas to improve stormwater management and add shade.	2050 Mobility Plan	2026-2050	Proposed	$400,000	$0	$400,000	1,375	Mobility Fees & Other Sources
180	Parking Implementation: Golf Cart Parking	Implementation	City	Implement forty (40) designated golf cart parking spaces at strategic locations to support neighborhood-scale mobility and reduce congestion in high-demand areas. The initiative should also incorporate signage and design standards to ensure safe and consistent integration with existing streetscapes.	2050 Mobility Plan	2026-2050	Proposed	$100,000	$0	$100,000	344	Mobility Fees & Other Sources
185	Parking Implementation: Strategic Parking Management	Implementation	City	Site acquisition, design, engineering, and construction of various parking improvements in the Downtown/CRA area.	2050 Mobility Plan	2026-2050	Proposed	$5,000,000	$0	$5,000,000	17,182	Mobility Fees & Other Sources
190	Parking Implementation: Operational Improvements & Enforcement	Implementation	City	Implement operational and enforcement recommendations in the Downtown / CRA Parking Management Plan including, but not limited to installation of parking meters, curb management signage, parking stall pavement markings, and hiring of enforcement officers.	2050 Mobility Plan	2026-2050	Proposed	$500,000	$0	$500,000	1,718	Mobility Fees & Other Sources
195	Parking Implementation: Microtransit Circulator Pilot Program	Service	City	The City will launch a pilot microtransit circulator service to help address mobility and parking challenges. The pilot should start with addressing mobility and parking during high-demand periods such as special events. To ensure effective implementation, the City should partner with a third-party transportation vendor to manage circulator operations during the pilot. The first year of the pilot will serve as a testing phase to monitor ridership, evaluate operational efficiency, and gather community feedback. Data collected will be used to expand the service to fixe- route or on-demand service, and refine schedules and stop locations, ensuring the service is responsive to actual mobility needs.	2050 Mobility Plan	2030-2035	Proposed	$400,000	$0	$400,000	1,375	Mobility Fees & Other Sources
200	Parking Implementation: Residential Parking Permit Program	Program	City	Establish a Residential Parking Permit Program to prioritize on-street parking access for residents and reduce issues related to illegal or unauthorized parking. The program is intended to protect neighborhood quality of life, ensure that residents are not displaced by outside parking demand, and maintain safe and orderly use of the public right-of-way. The Program should include provisions for visitor permits and temporary resident permits so that households can accommodate guests and short-term needs while preserving overall parking availability for residents. The City will designate specific streets or zones to be included in the program, based on demonstrated parking demand, land use patterns, and input from neighborhood residents.	2050 Mobility Plan	2030-2035	Proposed	$1,000,000	$0	$1,000,000	3,436	Mobility Fees & Other Sources
205	Low Speed Streets Program	Program	City	Establish a Low Speed Streets Program to give residents access to a range of street design treatments that can be applied to their local streets. The program will be implemented citywide and will focus on constructing traffic calming and multimodal improvements that reduce vehicle speeds and enhance safety for all users of City streets. The program will be resident-driven, allowing neighbors to work together to propose treatments through a formal request process. Priority will initially be given to streets that provide access to parks, schools, and existing multimodal facilities. Low Speed Streets are defined as neighborhood streets with posted speed limits of 20 MPH, low traffic volumes, and physical design features that reinforce slower speeds. Potential treatments include: • Lane narrowing and restriping to add on-street parking, bicycle lanes, or sidewalk space where sidewalks are missing. • Traffic calming features such as chicanes, chokers, curb extensions, traffic circles, painted or raised intersections, and speed tables. • Green street elements such as reclaimed swales with low-impact stormwater design, and canopy or understory street trees where feasible. The Program will establish clear criteria and guidelines for traffic calming, landscaping, traffic control devices, and multimodal elements, along with a transparent prioritization process for implementation.	2050 Mobility Plan	2026-2050	Proposed	$300,000	$0	$300,000	1,031	Mobility Fees & Other Sources
210	Sidewalk Improvement Program	Program	City	Construct approximately five (5) miles of sidewalk improvements throughout the City to support safer, more walkable neighborhoods. This Program is aimed at expanding and enhancing the City's pedestrian infrastructure. This program focuses on meeting current accessibility standards through installation of ADA-compliant curb ramps, constructing new sidewalk segments to improve connectivity, and filling critical sidewalk gaps to create a more complete network. Exact location of sidewalk improvements should be determined in conjunction with planned Capital Improvements Program (CIP) projects.	2050 Mobility Plan	2026-2050	Proposed	$2,100,000	$0	$2,100,000	12,000	Mobility Fees & Other Sources

Project ID	Project Name	Project Type	Maintenance Entity	Project Description	Project Source	Timeframe	Project Status	Planning Level Cost (PLC)	Reasonably Anticipated Funding	Attributable Planning Level Cost (APLC)	Attributtable Person Miles of Capacity (PMC)	Funding Source
215	Streetscape Improvement Program	Program	City	Implement a Streetscape Improvement Program that enhances functionality, aesthetics, and placemaking throughout the City. The program should establish cohesive City branding and design standards while identifying formal streetscape elements such as shade trees and landscaping, street furniture, pedestrian-scale lighting, signage, decorative pavers, and public art. All elements should reflect and reinforce the City's character, creating visual continuity and stronger pedestrian connections between key destinations, including the beach and Flagler Beach Pier, City Hall, Downtown, and the A1A corridor. Implementation should be prioritized along the primary and secondary streetscape corridors outlined in the Downtown Master Plan.	2050 Mobility Plan	2026-2050	Proposed	$4,000,000	$0	$4,000,000	13,746	Mobility Fees & Other Sources
220	Tactical Urbanism (aka Quick-Build) Program	Program	City	Establish a Tactical Urbanism Program. Tactical urbanism is an experimental, low cost approach to street design that uses scalable, quick-build interventions to catalyze long-term change. Tactical urbanism is often implemented with high levels of engagement from the community. Tactical urbanism projects utilize low cost materials such as paint, planters, plastic delineators, street furniture, cones, crates, and barriers to implement improvements such as crosswalks, curb extensions, open streets, parklets, pedestrian plazas, traffic signal box art and bicycle parking. The Tactical Urbanism Program should create a tactical urbanism guide that establishes what types of street interventions are permitted, the project process – including permitting, who can apply, public engagement, site plan, traffic control plan - materials that can be used, design standards, permitted locations, installation and safety, maintenance, and monitoring and evaluation.	2050 Mobility Plan	2026-2050	Proposed	$250,000	$0	$250,000	859	Mobility Fees & Other Sources
225	Wayfinding Plan	Plan	City	Develop a City wayfinding plan that lays out a comprehensive and unified signage system that emphasizes a coherent theme for the City and its surrounding areas including gateway signage, wayfinding signage, and directional signage to trails and parking lots. The Plan should aim to improve the efficiency of the transportation system, improve access, and facilitate placemaking. Wayfinding can be both physical and virtual tools that provide predictability and consistency in the way people find their point of interests around the City. The Plan should include development of a brand identity and design standards and specifications for signage, maps, a digital app, etc. that is unique and locally distinct. The Plan should consider gateway signage at 1) city limits on Ocean Shore Blvd (SR A1A); 2) CRA/Downtown boundary on Ocean Shore Blvd (SR A1A); 3) the intersection of Moody Blvd (SR 100) and Flagler Ave; and 4) Central Avenue indicating 'Main Street'. The Plan should also include directional signage for the future SUNTrail along 9th Street South, Flagler Ave, and 10th Street North.	2050 Mobility Plan	2026-2030	Proposed	$150,000	$0	$150,000	515	Mobility Fees & Other Sources
230	Wayfinding Signage	Implementation	City	Wayfinding signage and installation.	2050 Mobility Plan	2026-2050	Proposed	$50,000	$0	$50,000	172	Mobility Fees & Other Sources
235	Florida Main Street Program	Program	City	Apply to become a Florida Main Street community. The Florida Main Street program, administered through the National Trust for Historic Preservation, provides technical assistance, training, promotion, and grant opportunities with the goal of revitalizing historic downtowns and encourage economic development within the context of historic preservation.	2050 Mobility Plan	2026-2030	Proposed	$20,000	$0	$20,000	69	Mobility Fees & Other Sources

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THE REPUBLIC of DESIGN INC.

FLAGLER BEACH 2050 MOBILITY PLAN

Stakeholder Meeting #2

March 10th, 2026

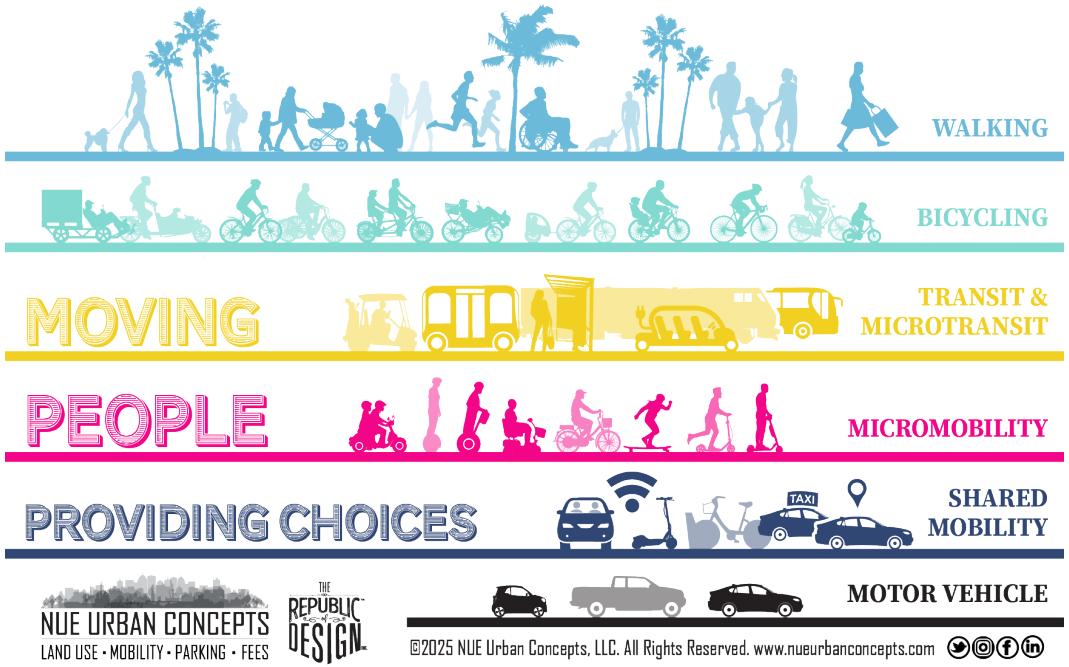


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WHAT IS A MOBILITY PLAN?

- Vision for the City's transportation system to transition from one focused primarily on **moving vehicles quickly** to moving people safely
- **Long-term plan** (2050 horizon)
- Identifies project needs at a high level
- Required by Florida Statute to serve as basis for development of a mobility fee
- Sets the framework for follow-on actions to be undertaken by the City



WHAT IS A MOBILITY FEE?

- Alternative to transportation concurrency & road impact fees
- One-time fee paid by (re) development
- Intended to mitigate transportation impact
- Funds variety of multimodal infrastructure
- Funds policies, programs, and services

NOT A TAX ON EXISTING RESIDENTS



WHY DOES FLAGLER BEACH NEED A MOBILITY PLAN & MOBILITY FEE?

- Provides **comprehensive vision** to guide capital projects and development
- Helps the City **balance growth** with **quality of life for existing residents**
- Creates a City-controlled funding mechanism
- Helps leverage alternative funding opportunities



TRANSPORTATION EVALUATION

Existing & Future Traffic

CITY OF FLAGLER BEACH TRAFFIC CHARACTERISTICS DATA (MOBILITY STUDY AREA)

Limits, Classification, Ownership					Roadway Characteristics									Vehicles Miles of Travel & Capacity							
Street Name	From Street	To Street	Functional Classification	Maintaining Entity	FDOT Context Classification	Travel Lanes	Speed Limit	Length (mi)	LOS Standard	AADT	Year of Count	Daily Capacity	Growth Factor	2025 DAILY TRAFFIC	2025 VMT	2025 VMC	2050 DAILY TRAFFIC	2050 VMT	2050 VMC	2025 V/C	2050 V/C
SR A1A (OCEAN SHORE BLVD)	OCEAN MARINA DR	N 13 ST	Minor Arterial	FDOT	C4	2	45	1.42	D	7,700	2024	14,080	2.00%	7,850	11,150	19,996	13,140	18,660	19,996	0.56	0.93
SR A1A (OCEAN SHORE BLVD)	N 13 ST	N 3RD ST	Minor Arterial	FDOT	C4	2	35	0.61	D	7,700	2024	14,080	2.00%	7,850	4,790	8,596	13,140	8,020	8,596	0.56	0.93
SR A1A (OCEAN SHORE BLVD)	N 3RD ST	MOODY BLVD (SR 100)	Minor Arterial	FDOT	C4	2	25	0.10	D	7,700	2024	14,080	2.00%	7,850	790	1,410	13,140	1,310	1,410	0.56	0.93
SR A1A (OCEAN SHORE BLVD)	MOODY BLVD (SR 100)	S 14 ST	Minor Arterial	FDOT	C4	2	25	0.78	D	7,000	2024	10,267	2.00%	7,960	6,210	8,010	13,320	10,390	8,010	0.78	1.30
SR A1A (OCEAN SHORE BLVD)	S 14 ST	S 25TH ST	Minor Arterial	FDOT	C3R	2	25	1.60	D	5,100	2024	17,920	2.00%	5,200	8,320	20,670	8,790	13,920	20,670	0.29	0.49
SR A1A (OCEAN SHORE BLVD)	S 25TH ST	S 25TH ST	Minor Arterial	FDOT	C3R	2	35	0.70	D	5,100	2024	17,920	2.00%	5,200	3,640	12,540	8,790	6,090	12,540	0.29	0.49
SR A1A (OCEAN SHORE BLVD)	S 25TH ST	GAMBLE ROGERS ST REC	Minor Arterial	FDOT	C3R	2	45	0.90	D	5,100	2024	17,920	2.00%	5,200	4,680	16,130	8,790	7,830	16,130	0.29	0.49
SR A1A (OCEAN SHORE BLVD)	GAMBLE ROGERS ST REC	E CENTRAL AVE	Minor Arterial	FDOT	C1	2	45	0.28	D	5,300	2024	11,200	2.00%	5,410	1,510	3,140	9,050	2,530	3,140	0.48	0.81
SR A1A (OCEAN SHORE BLVD)	CENTRAL AVE (S)	VOLUSIA CO LINE	Minor Arterial	FDOT	C3R	2	45	0.61	D	5,300	2024	17,920	2.00%	5,410	3,300	10,930	9,050	5,520	10,930	0.30	0.51
COLBERT LN	ROBERTS RD	MOODY BLVD (SR 100)	Major Collector	COUNTY	C3R	2	55	1.29	D	4,100	2024	24,640	2.00%	4,180	5,390	31,790	6,990	9,020	31,790	0.17	0.28
I-95	NORTH BOUNDARY OF MOBILITY STUDY AREA (MSA)	MOODY BLVD (SR 100)	Limited Access	FDOT	Urbanized	6	70	0.62	D	92,450	2024	191,022	2.00%	94,290	58,460	118,450	157,790	97,830	118,450	0.49	0.83
I-95	MOODY BLVD (SR 100)	SOUTH BOUNDARY OF MOBILITY STUDY AREA (MSA)	Limited Access	FDOT	Urbanized	6	70	0.46	D	86,500	2024	191,022	2.00%	88,230	40,590	87,670	147,650	67,920	87,670	0.46	0.77
JOHN ANDERSON HWY (CR 201)	MOODY BLVD (SR 100)	AVE A	Minor Collector	COUNTY	C3R	2	55	0.33	D	1,450	2024	24,640	2.00%	1,480	490	8,130	2,480	820	8,130	0.06	0.10
JOHN ANDERSON HWY (CR 201)	AVE A	VOLUSIA CO LINE	Minor Collector	COUNTY	C3R	2	45	3.60	D	1,450	2024	16,128	2.00%	1,480	5,330	58,660	2,480	8,930	58,660	0.09	0.15
LAMBERT AVE	CENTER OF CUL-DE-SAC	PALM DR	Minor Collector	CITY	C3R	2	35	1.48	D	600	2024	12,544	2.00%	610	900	18,570	1,020	1,510	18,570	0.05	0.08
OLD KINGS RD	NORTH BOUNDARY OF MOBILITY STUDY AREA (MSA)	MOODY BLVD (SR 100)	Minor Arterial	CITY	C3R	4	45	0.71	D	9,300	2024	35,249	2.00%	9,380	6,660	25,030	15,790	11,150	25,030	0.27	0.45
OLD KINGS RD	MOODY BLVD	CRAIG FLAGLER PALMS FUNERAL HOME	Major Collector	COUNTY	C3C	2	45	0.52	D	3,300	2024	10,530	2.00%	3,370	1,750	10,160	5,640	3,930	10,160	0.17	0.29
MOODY BLVD (SR 100)	I-95	OLD KINGS RD	Principal Arterial	FDOT	C3C	4	45	0.31	D	29,000	2024	38,430	2.00%	29,580	9,170	11,910	40,590	13,350	11,910	0.77	1.29
MOODY BLVD (SR 100)	OLD KINGS RD	COLBERT LN	Principal Arterial	FDOT	C3C	4	55	1.54	D	23,649	2024	46,670	2.00%	24,120	37,140	72,330	40,360	62,150	72,330	0.51	0.86
MOODY BLVD (SR 100)	COLBERT LN	BEACH VILLAGE HWY	Principal Arterial	FDOT	C3C	4	45	0.31	D	16,000	2024	38,430	2.00%	16,360	17,630	36,890	30,720	29,490	36,890	0.48	0.80
MOODY BLVD (SR 100)	BEACH VILLAGE HWY	JOHN ANDERSON HWY (CR 201)	Principal Arterial	FDOT	C3C	4	55	0.16	D	16,000	2024	38,430	2.00%	16,360	3,860	8,070	30,720	6,450	8,070	0.48	0.80
MOODY BLVD (SR 100)	BEACH VILLAGE HWY	S FLAGLER AVE	Principal Arterial	FDOT	C3R	4	45	0.96	D	16,000	2024	30,165	2.00%	16,360	3,860	8,220	30,720	6,450	8,220	0.47	0.78
MOODY BLVD (SR 100)	S FLAGLER AVE	SR A1A (OCEAN SHORE BLVD)	Principal Arterial	FDOT	C2T	4	35	0.21	D	14,900	2024	31,490	2.00%	15,200	3,190	6,590	25,440	5,340	6,590	0.48	0.81
PALM DR	MOODY BLVD (SR 100)	PALM DR	Minor Collector	CITY	C3R	2	25	0.42	D	1,150	2024	11,200	2.00%	1,170	490	4,790	1,960	820	4,790	0.10	0.17
ROBERTS RD	COLBERT LN	MOODY BLVD (SR 100)	Minor Collector	COUNTY	C3C	2	35	1.51	D	1,450	2024	15,190	2.00%	1,480	2,230	22,940	2,480	3,740	22,940	0.10	0.16

Source: Traffic data provided by Florida Department of Transportation. LOS Standards based on City of Flagler Beach and Flagler County adopted Comprehensive Plans. Daily Capacity based on FDOT Generalized Service Tables. Growth factors based on FDOT Travel Analysis Spreadsheet. VMT is length x AADT. VMC is length x Daily Capacity. 2045 AADT and VMT derived by applying growth rates.



	B	C	D	E
2 Lane	*	*	17,600	24,000
4 Lane	*	24,400	36,100	40,800
6 Lane	*	44,700	56,800	60,400
8 Lane	*	52,300	66,900	70,900

	B	C	D	E
2 Lane	*	*	13,900	21,800
4 Lane	*	26,100	38,300	43,000
6 Lane	*	28,400	53,900	62,800
8 Lane	*	58,800	71,900	73,600

No existing traffic deficiencies & no future deficiencies beyond what is already planned for

TRANSPORTATION EVALUATION

Quality of Service & Multimodal Inventory

CITY OF FLAGLER BEACH MULTIMODAL QUALITY OF SERVICE (QOS) EVALUATION

Street Name	From Street	To Street	Functional Classification	Maintaining Entity	FDOT Context Classification	Travel Lanes	Speed Limit	Length (mi)	Median Type	Street QOS	Off-Street Multimodal Facility	Separation/Physical Barrier	Off-Street Multimodal QOS	On-Street Multimodal Facility	On-Street Multimodal QOS
SR A1A (OCEAN SHORE BLVD)	OCEAN MARINA DR	N 13 ST	Minor Arterial	FDOT	C4	2	45	1.42	None	E	8' Trail	Grass Buffer	B	Paved Shoulder	E
SR A1A (OCEAN SHORE BLVD)	N 13 ST	N 3RD ST	Minor Arterial	FDOT	C4	2	35	0.61	None	D	8' Trail	Grass Buffer	B	Paved Shoulder	E
SR A1A (OCEAN SHORE BLVD)	N 3RD ST	MOODY BLVD (SR 100)	Minor Arterial	FDOT	C4	2	25	0.1							
SR A1A (OCEAN SHORE BLVD)	MOODY BLVD (SR 100)	S 14 ST	Minor Arterial	FDOT	C4	2	25	0.7							
SR A1A (OCEAN SHORE BLVD)	S 14 ST	S 20TH ST	Minor Arterial	FDOT	C3R	2	25	1.6							
SR A1A (OCEAN SHORE BLVD)	S 20TH ST	S 25TH ST	Minor Arterial	FDOT	C3R	2	35	0.7							
SR A1A (OCEAN SHORE BLVD)	S 25TH ST	GAMBLE ROGERS ST REC	Minor Arterial	FDOT	C3R	2	45	0.9							
SR A1A (OCEAN SHORE BLVD)	GAMBLE ROGERS ST REC	S CENTRAL AVE	Minor Arterial	FDOT	C1	2	45	0.2							
SR A1A (OCEAN SHORE BLVD)	CENTRAL AVE (S)	VOLUSIA CO LINE	Minor Arterial	FDOT	C3R	2	45	0.6							
COLBERT LN	ROBERTS RD	MOODY BLVD (SR 100)	Major Collector	COUNTY	C3R	2	55	1.2							
JOHN ANDERSON HWY (CR 201)	MOODY BLVD (SR 100)	AVE A	Minor Collector	COUNTY	C3R	2	55	0.3							
JOHN ANDERSON HWY (CR 201)	AVE A	VOLUSIA CO LINE	Minor Collector	COUNTY	C3R	2	45	3.6							
LAMBERT AVE	CENTER OF CUL-DE-SAC	PALM DR	Minor Collector	CITY	C3R	2	35	1.4							
OLD KINGS RD	NORTH BOUNDARY OF MOBILITY STUDY AREA (MSA)	MOODY BLVD (SR 100)	Minor Arterial	CITY	C3R	4	45	0.7							
OLD KINGS RD	MOODY BLVD	CRAIG FLAGLER PALMS FUNERAL HOME	Major Collector	COUNTY	C3C	2	45	0.5							
MOODY BLVD (SR 100)	I-95	OLD KINGS RD	Principal Arterial	FDOT	C3C	4	45	0.3							
MOODY BLVD (SR 100)	OLD KINGS RD	COLBERT LN	Principal Arterial	FDOT	C3C	4	55	1.5							
MOODY BLVD (SR 100)	COLBERT LN	BEACH VILLAGE HWY	Principal Arterial	FDOT	C3C	4	45	0.3							
MOODY BLVD (SR 100)	BEACH VILLAGE HWY	JOHN ANDERSON HWY (CR 201)	Principal Arterial	FDOT	C3C	4	55	0.1							
MOODY BLVD (SR 100)	JOHN ANDERSON HWY (CR 201)	S FLAGLER AVE	Principal Arterial	FDOT	C3R	4	45	0.9							
MOODY BLVD (SR 100)	S FLAGLER AVE	SR A1A (OCEAN SHORE BLVD)	Principal Arterial	FDOT	C2T	4	35	0.2							
PALM DR	MOODY BLVD (SR 100)	PALM DR	Minor Collector	CITY	C3R	2	25	0.4							
ROBERTS RD	COLBERT LN	MOODY BLVD (SR 100)	Minor Collector	COUNTY	C3C	2	35	1.1							

Note: Quality of Service based on proposed Quality of Service standards developed by NUE Urban Concepts, LLC. Identified off-street or on-street multimodal facilities represents the presence of a facility on at least one side of the street. The width of on-street and off-street multimodal represent the widest observed width visibility pavement markings.

MOVING TOWARDS VISION ZERO

CITY OF FLAGLER BEACH
STREET
QUALITY OF SERVICE (QOS) STANDARDS

STREET QUALITY OF SERVICE (QOS) STANDARDS

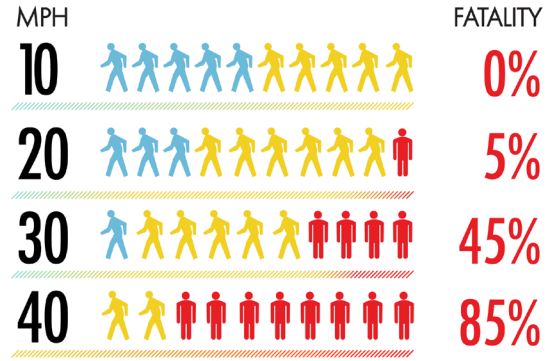
INTENT:
POSTED SPEED = DESIGN SPEED

	CITYWIDE POSTED SPEED LIMIT	APPROPRIATE LOCATIONS
QUALITY OF SERVICE (QOS) A*	SPEED LIMIT 20	LOCAL AND RESIDENTIAL STREETS, ALONG WITH SELECT COLLECTORS WITH RIGHT-OF-WAY MODIFICATIONS TO SLOW VEHICLE SPEEDS
QUALITY OF SERVICE (QOS) B	SPEED LIMIT 25	LOCAL AND RESIDENTIAL STREETS, ALONG WITH SELECT ARTERIALS AND COLLECTORS WITH RIGHT-OF-WAY MODIFICATIONS TO SLOW VEHICLE SPEEDS
QUALITY OF SERVICE (QOS) C	SPEED LIMIT 30	MAJOR COLLECTORS AND MINOR ARTERIALS, SELECT MINOR COLLECTORS AND PRINCIPAL ARTERIALS
QUALITY OF SERVICE (QOS) D	SPEED LIMIT 35	SELECT COLLECTORS, ARTERIALS
QUALITY OF SERVICE (QOS) E**	SPEED LIMIT 40 +	PRINCIPAL ARTERIALS, LIMITED ACCESS ROADS, SELECT ARTERIALS AND RURAL HIGHWAYS (ARTERIAL OR COLLECTOR)

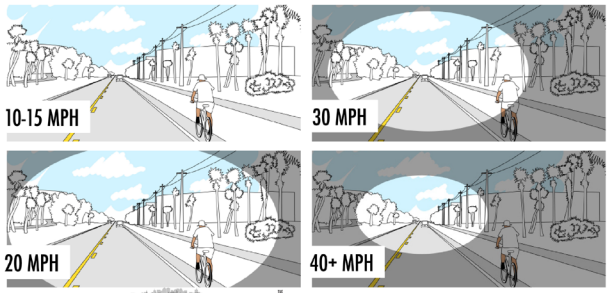
* POSTED SPEED LIMIT IS MAXIMUM, LOWER SPEEDS WOULD ALSO BE QOS A
** POSTED SPEED LIMIT IS MINIMUM, HIGHER SPEEDS WOULD ALSO BE QOS E

SOURCE: QOS STANDARDS ESTABLISHED BY NUE URBAN CONCEPTS, LLC
QOS STANDARDS WORK IN CONJUNCTION WITH AREAWIDE ROADWAY LEVEL OF SERVICE STANDARDS. QOS STANDARDS ARE INTENDED TO ALLOW FOR LOWERING VEHICLE SPEEDS AND INCREASING FLEXIBILITY TO DESIGN ROADS AT THE DESIRED SPEED OF TRAVEL (POSTED SPEED) VS TRADITIONAL APPROACHES USING 85TH PERCENTILE SPEED OR THE ACTUAL OR ANTICIPATED SPEED OF TRAVEL. QOS STANDARDS ARE APPLICABLE AS PART OF AN OVERALL VISION ZERO OR SAFER STREETS PROGRAM AT A NEIGHBORHOOD, DESIGNATED AREA, OR COMMUNITY WIDE SCALE.
SEE ADOPTED 2045 MOBILITY PLAN FOR FURTHER USE OF QOS STANDARDS

AS SPEED INCREASES, SO DOES THE RISK OF DYING IN A CRASH



HIGHER SPEEDS REDUCE NOT ONLY THE SIGHT DISTANCE BUT ALSO THE REACTION TIME A DRIVER NEEDS TO AVOID A COLLISION.



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TRANSPORTATION EVALUATION

Quality of Service & Multimodal Inventory

MOVING TOWARDS VISION ZERO

CITY OF FLAGLER BEACH

OFF-STREET MULTIMODAL QUALITY OF SERVICE (QOS) FOR BICYCLING & WALKING

FACILITY TYPE	ROW ELEMENTS (SEE NOTES FOR ROW WITH MULTIPLE FEATURES)				
OFF-STREET MULTIMODAL	LIMITED SEPARATION	LANDSCAPE STREET TREES	ON-STREET PARKING OR PHYSICAL BARRIER	GRASS OR LANDSCAPE BUFFER	SPEED LIMIT 25 MPH OR LESS
PATH, SIDEWALK, OR TRAIL (10' WIDE OR MORE)	B	A	A	A	A
PATH, SIDEWALK, OR TRAIL (8' WIDE)	C	B	B	B	B
PATH OR SIDEWALK (6' TO 7' WIDE)	D	C	C	C	C
SIDEWALK (5' WIDE OR LESS)	E	D	D	D	D

SOURCE: QOS STANDARDS ESTABLISHED BY NUE URBAN CONCEPTS, LLC
INTENT: MEASURE PERFORMANCE OF MULTIMODAL IMPROVEMENTS OVER TIME.

NOTES: THE PRESENCE OF TWO ROW ELEMENTS, EXCEPT FOR LIMITED SEPARATION, SUCH AS ON-STREET PARKING AND STREET TREES WOULD RESULT IN AN INCREASE IN ONE ADDITIONAL LETTER GRADE. FOR EXAMPLE, A TEN (10) FOOT WIDE PATH WITH STREET TREES AND ON-STREET PARKING WOULD RESULT IN A QOS OF "A". THE PRESENCE OF THREE OR MORE ROW ELEMENTS, EXCEPT FOR LIMITED SEPARATION, SUCH AS A FIVE (5) FOOT SIDEWALK, WITH A LANDSCAPE BUFFER AND A POSTED SPEED LIMIT OF 25 MPH WOULD RESULT IN A QOS OF "C", OR AN INCREASE OF TWO LETTER GRADES.

PHYSICAL BARRIER INCLUDES ANY TYPE OF PERMANENT, PHYSICAL VERTICAL SEPARATION. GRASS BUFFER MUST BE AT LEAST FIVE (5) FEET IN WIDTH BETWEEN VEHICLE TRAVEL LANES AND THE FACILITY. LANDSCAPE INCLUDES VERTICAL LANDSCAPE ELEMENTS THAT WOULD PROVIDE A DEGREE OF PROTECTION FOR MULTIMODAL USERS.

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LAND USE · MOBILITY · PARKING · FEES

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MOVING TOWARDS VISION ZERO

CITY OF FLAGLER BEACH

ON-STREET MULTIMODAL QUALITY OF SERVICE (QOS) FOR BICYCLING & MICROMOBILITY

FACILITY TYPE	ROW ELEMENTS (SEE NOTES FOR ROW WITH MULTIPLE FEATURES)				
ON-STREET MULTIMODAL	NO OR LIMITED SEPARATION (GRASS BUFFER < 5' WIDE)	PROTECTED	BUFFERED	ENHANCED VISIBILTY MARKINGS	SPEED LIMIT 25 MPH OR LESS
BICYCLE LANE (6' WIDE OR MORE)	B	A	A	A	C
BICYCLE LANE (5' WIDE)	C	A	B	B	B
BICYCLE LANE (4' WIDE)	D	B	C	C	C
PAVED SHOULDER (AKA UNDESIGNATED BICYCLE LANE)	E	--	--	D	C
BICYCLE BOULEVARD/ SHARED STREET	E	--	--	D	C
CURBLESS SHARED STREET	A	--	--	--	--

SOURCE: QOS STANDARDS ESTABLISHED BY NUE URBAN CONCEPTS, LLC
INTENT: MOBILITY PLANNING AND MEASURING PERFORMANCE OF MULTIMODAL PROJECTS OVER TIME.
PROTECTED: INCLUDES PERMANENT SEPARATION VIA VERTICAL ELEMENTS SUCH AS CURBING (RAISED BICYCLE LANES OR CYCLE TRACKS), CONCRETE BARRIERS, OR ON-STREET PARKING.
BUFFERED: MINIMUM OF DOUBLE 6" WHITE EDGE LINES SEPARATING THE BIKE LANE FROM ADJACENT TRAVEL LANES. IDEALLY BUFFER IS AT LEAST 3' WIDE (40 MPH OR FASTER) OR 2' WIDE (30 MPH TO 35 MPH). FLEX POST, RAISED PAVEMENT MARKINGS, OR VERTICAL DEFLECTION BARRIERS SHOULD BE PROVIDED WHERE FEASIBLE.
ENHANCED VISIBILITY: USE OF GREEN PAINT, PAVEMENT MARKINGS, CONTRAST BOX BEHIND SHARROWS AND BICYCLE SYMBOLS, ON-STREET MARKINGS WITH SPEED LIMITS OR SHARE THE ROAD.
NOTES: THE PRESENCE OF TWO OR MORE ROW FEATURES, EXCEPT FOR LIMITED SEPARATION, WOULD RESULT IN AN INCREASE ON ONE ADDITIONAL LETTER GRADE.

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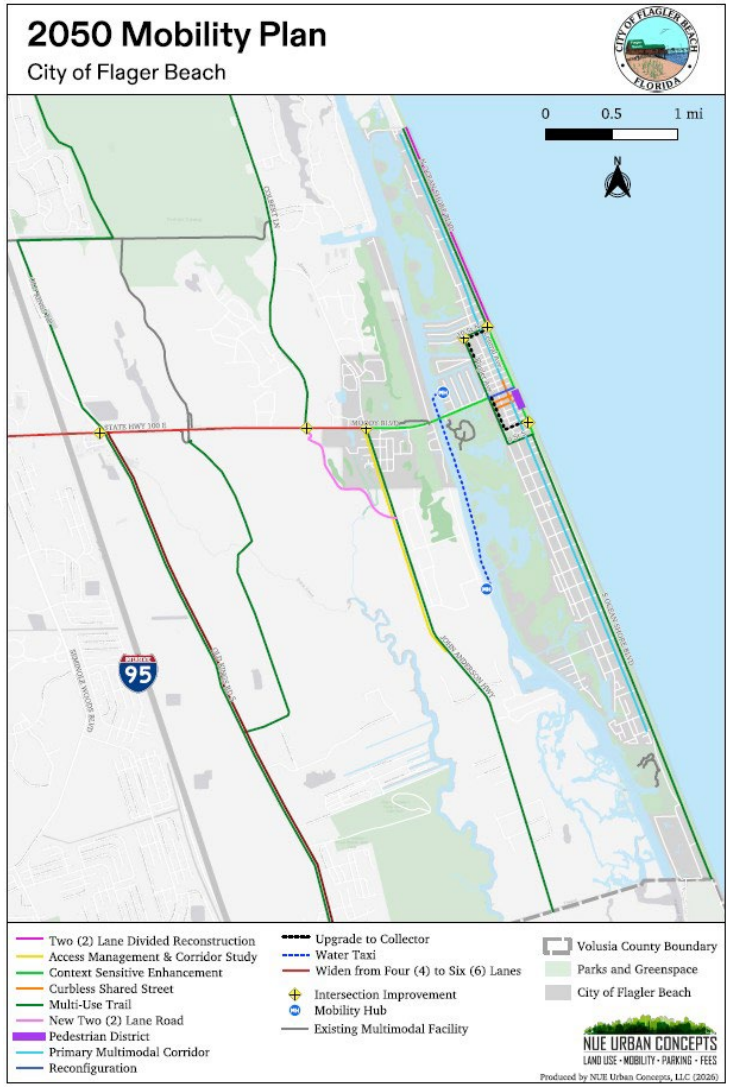
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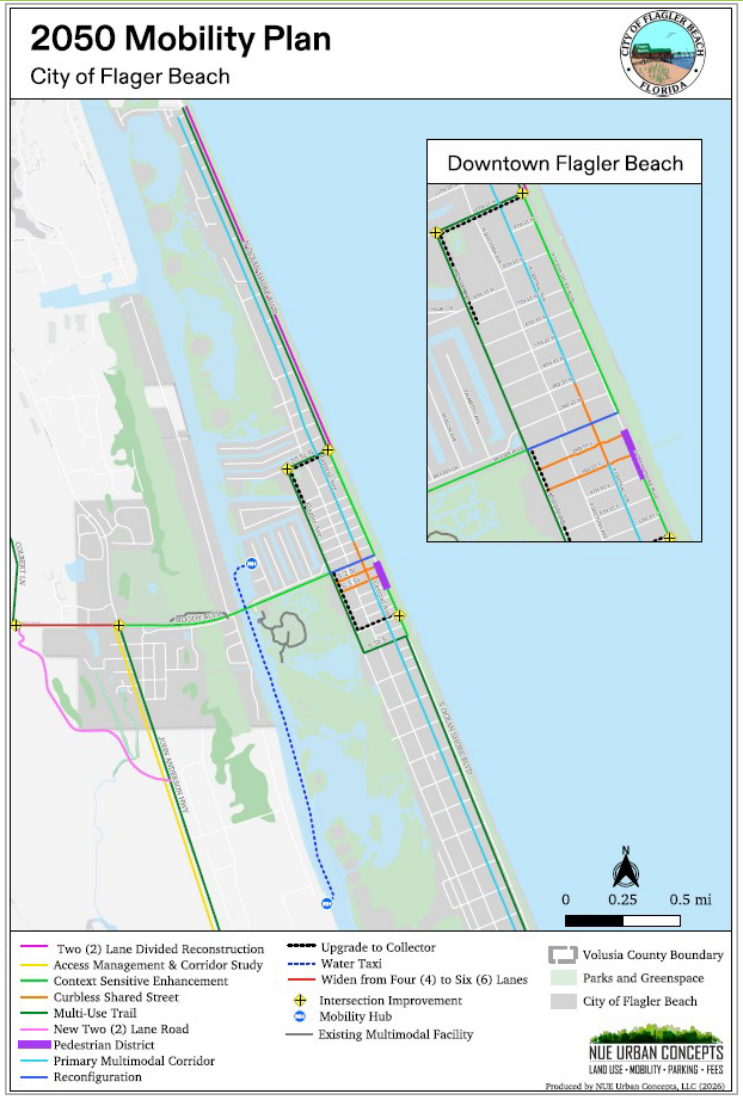
OVERARCHING GOALS

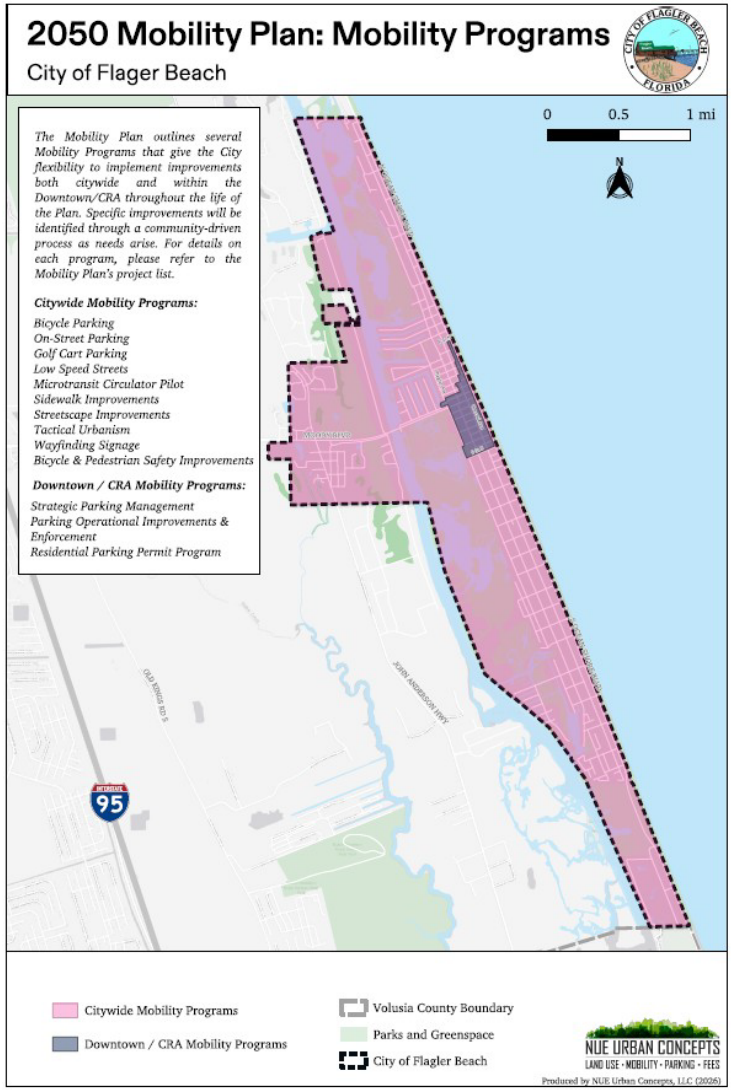
- Create a complete, connected multimodal transportation system
- Improve safety for vehicular and multimodal travel
- Rerouting thru traffic around downtown
- Improve walkability in the Downtown and CRA



FLAGLER BEACH 2050 MOBILITY PLAN DRAFT







FLAGLER BEACH 2050 MOBILITY PLAN

0.28 miles of
SR A1A Pedestrian District

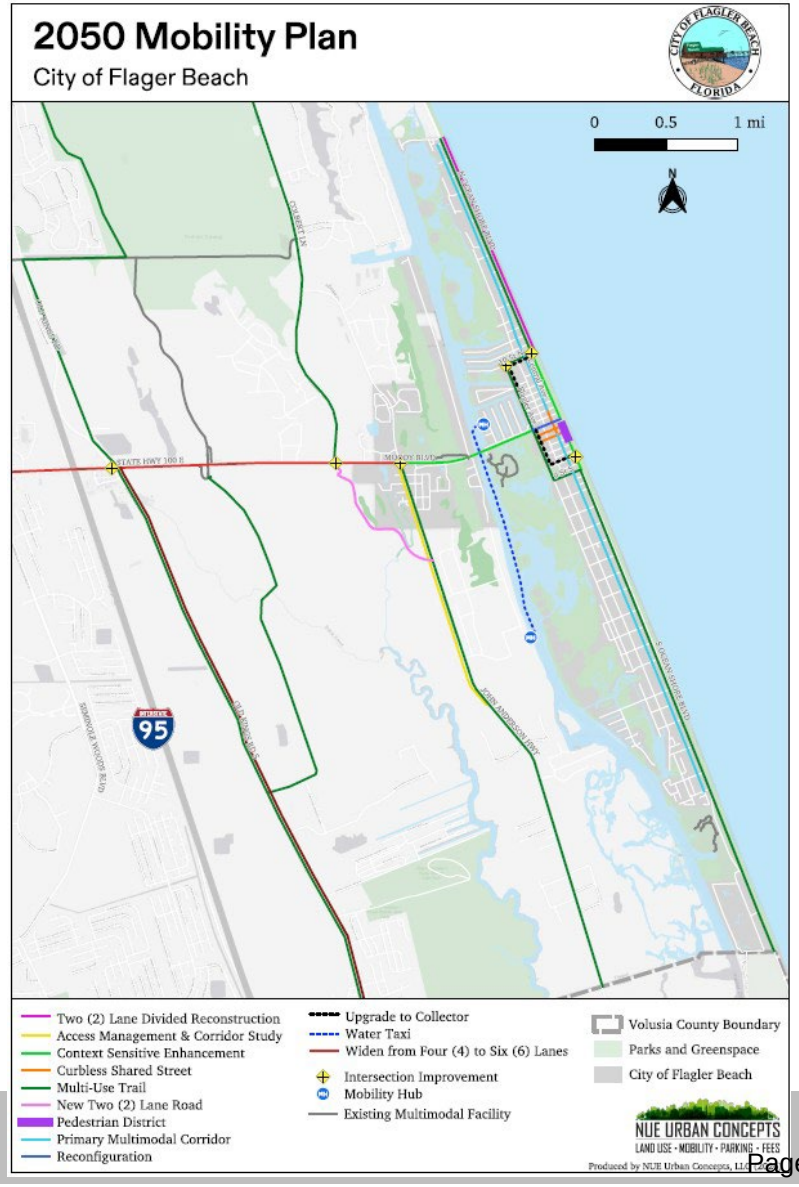
0.59 miles of
SR A1A Context Sensitive Enhancements

34 miles of
Multi-Use Trail

.6 miles of
Curbless Shared Streets

4.7 miles of
Primary Multimodal Corridor

6
Intersection Improvements



CURBLESS SHARED STREETS

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SUMMARY:

An emerging concept for prioritizing walking, bicycling, and transit is the conversion of existing streets and alleys into Curbless Shared Streets. Curbless Shared Streets feature a posted speed limit of 15 MPH or less and flattened curbing accompanied by traffic calming strategies that allow people to feel safe riding bicycles or scooters in the same space as slow motor vehicles and transit circulators. These streets also provide wider pedestrian frontages, separated from motor vehicles by landscape, hardscape features, bollards, or on-street parking. The intent of Curbless Shared Streets is that "out of the chaos of various modes sharing the same space, traffic will be calmed" because when people have to really pay attention to others around them, safety for everyone is increased.

Curbless Shared Streets are designed for portions of the street to be closed off to motor vehicle travel during special events and festivals. This enables people walking to easily traverse the street right-of-way without worrying about tripping hazards and allows for seamless outdoor seating, tables, and other features without the need to adjust set-ups to deal with curbs and changes in elevation.

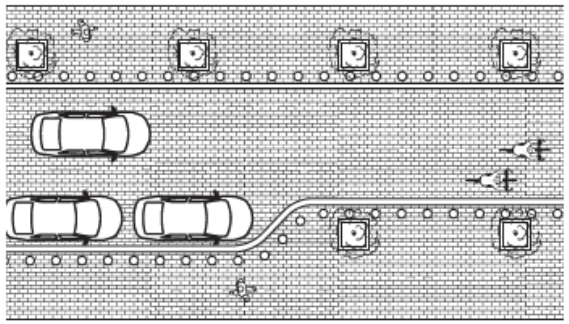
Curbless Shared Streets distinguish themselves from the well-known "Living Street" aka Dutch "Woonerf" by providing a defined space for pedestrians, while allowing the street space to be shared between cars, transit, and people riding bicycles or other micromobility or low speed vehicles. Curbless Shared Streets are often found in commercial areas and serve as 'Main Streets' or destinations within a community. Living Streets feature slow speeds of 10 MPH or less with all modes sharing the same space and are most often found in residential areas. People walking or children playing have priority and other modes yield the right-of-way.

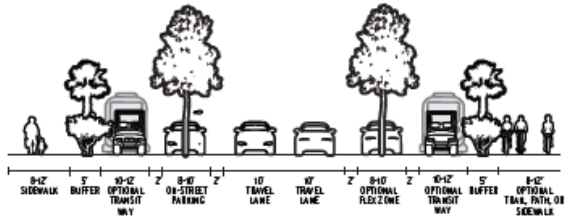


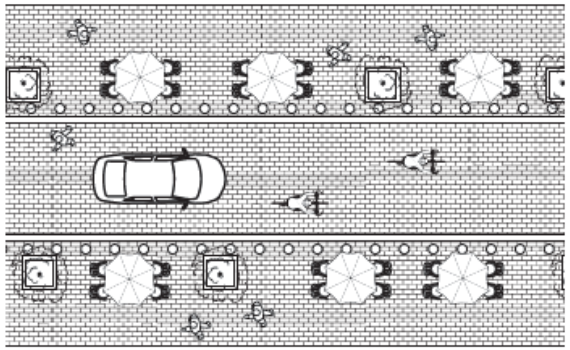
WEST PALM BEACH MOBILITY PLAN
ROSEMARY STREET

TYPICAL FEATURES:

- Removal of elevated curbs
- Materials delineate spaces
- Vehicles lanes and sidewalks feature pavers or bricks
- Streets with lower traffic volumes
- Travel speeds of 15 mph or less
- Furniture, parking, and landscaping define site visibility
- Space for vehicles is between 18' to 20' wide
- Zones for on-street deliveries, valet, pick-up & drop-off
- Retractable bollards limit vehicle access
- Streets comply with ADA standards









ALTAMONTE SPRINGS MOBILITY PLAN
CRANES ROOST





LAKE WALES MOBILITY PLAN
PARK AVENUE

Central Ave
S 2nd St
S 3rd St

Park Ave
Lake Wales, FL



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Ocean Shore Blvd (SR A1A)
Context Sensitive Enhancement
N 10th St to Moody Blvd
S 4th St to S 9th St



CITY OF FLAGLER BEACH FLORIDA

Ocean Shore Blvd (SR A1A)
Pedestrian District
S 2nd St to S 4th St



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City of Flagler Beach
Moody Blvd | SR 100 *Reimagined*



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250 FEET

N

City of Flagler Beach
Moody Blvd | SR 100 *Reimagined*



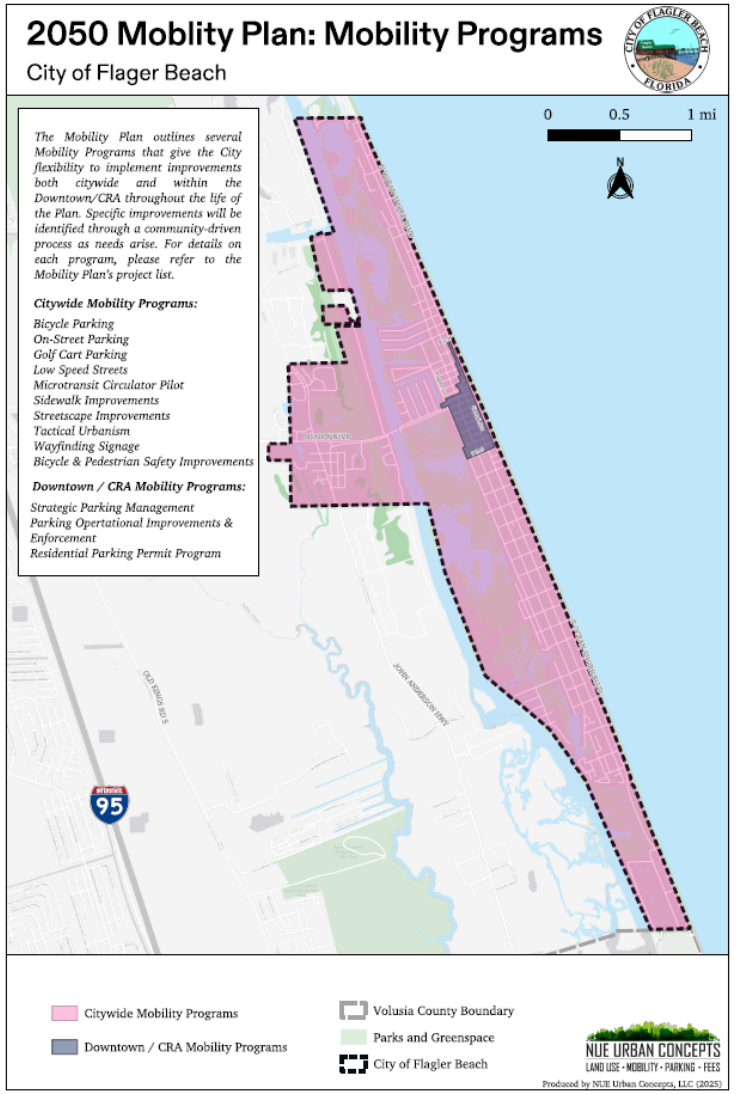
FLAGLER BEACH 2050 MOBILITY PLAN

Mobility Programs

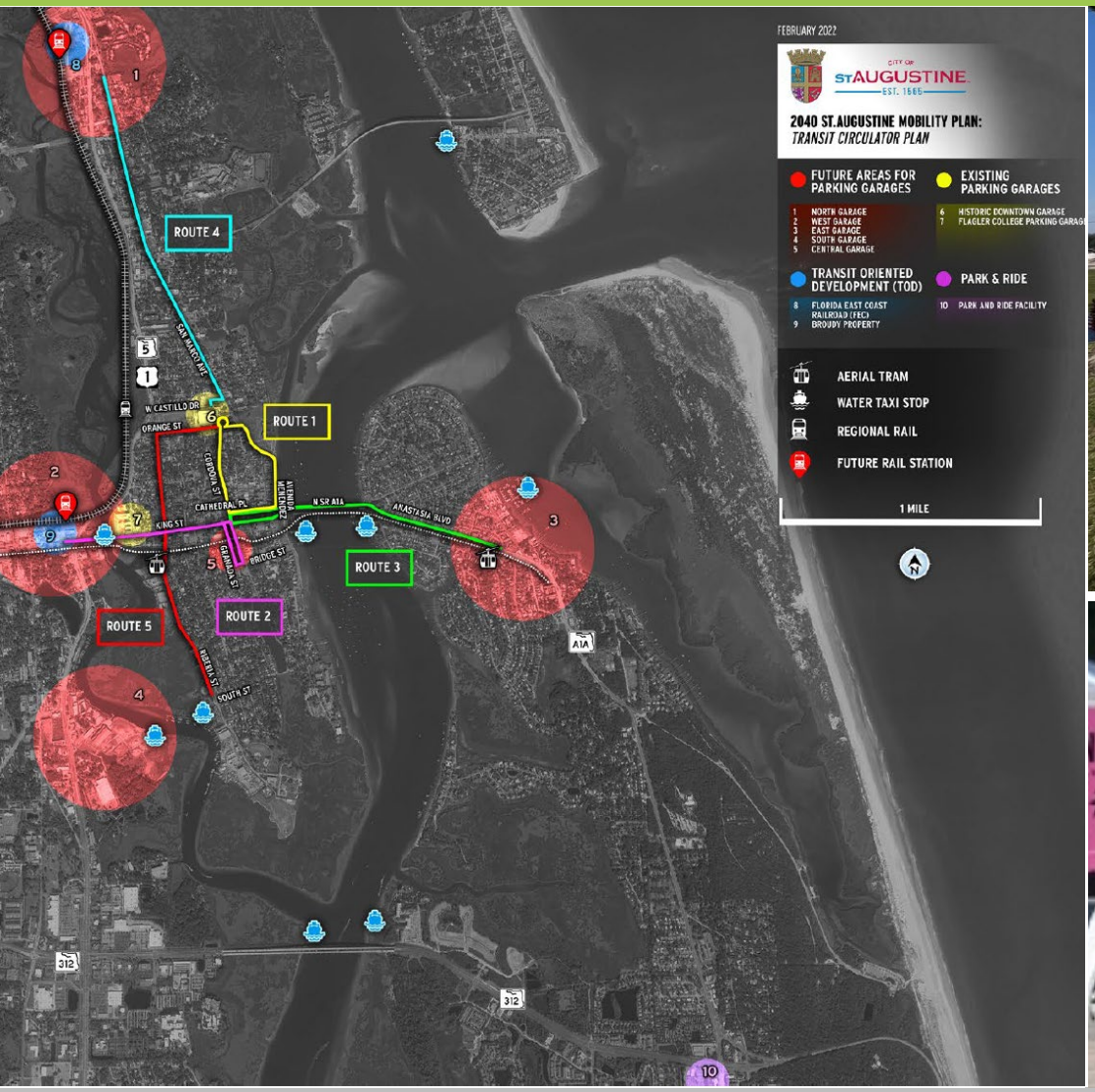
- On-Street Vehicle, Bicycle & Golf Cart Parking
- Low Speed Streets
- Microtransit Circulator Pilot
- Sidewalk Improvements
- Streetscape Improvements
- Quick Build (Tactical Urbanism)
- Wayfinding
- Bicycle & Pedestrian Safety Improvements

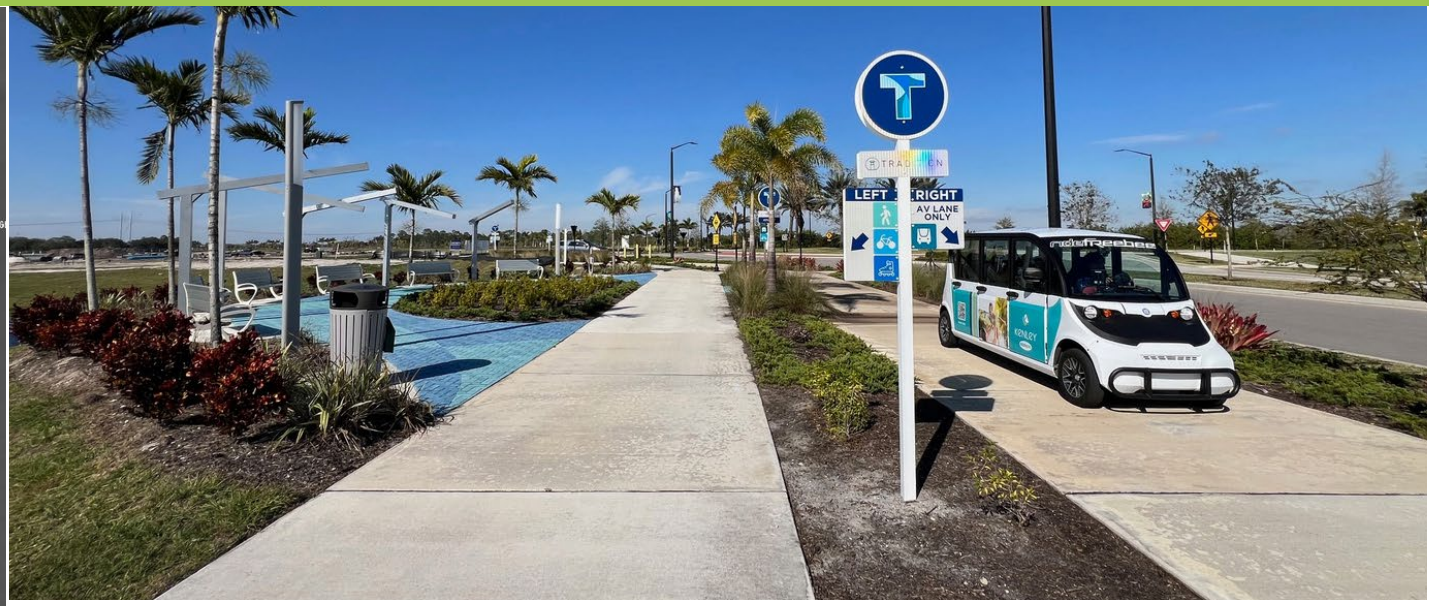
CRA

- Strategic Parking Management
- Parking Operational Improvements & Enforcement
- Residential Parking Permit



STRATEGIC PARKING MANAGEMENT







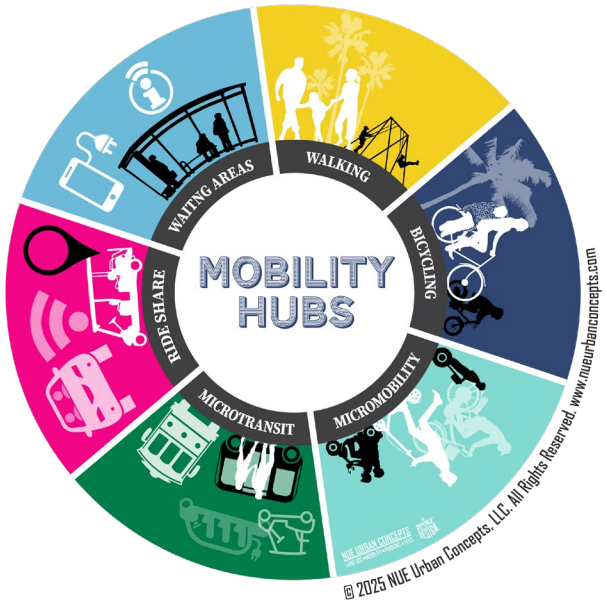


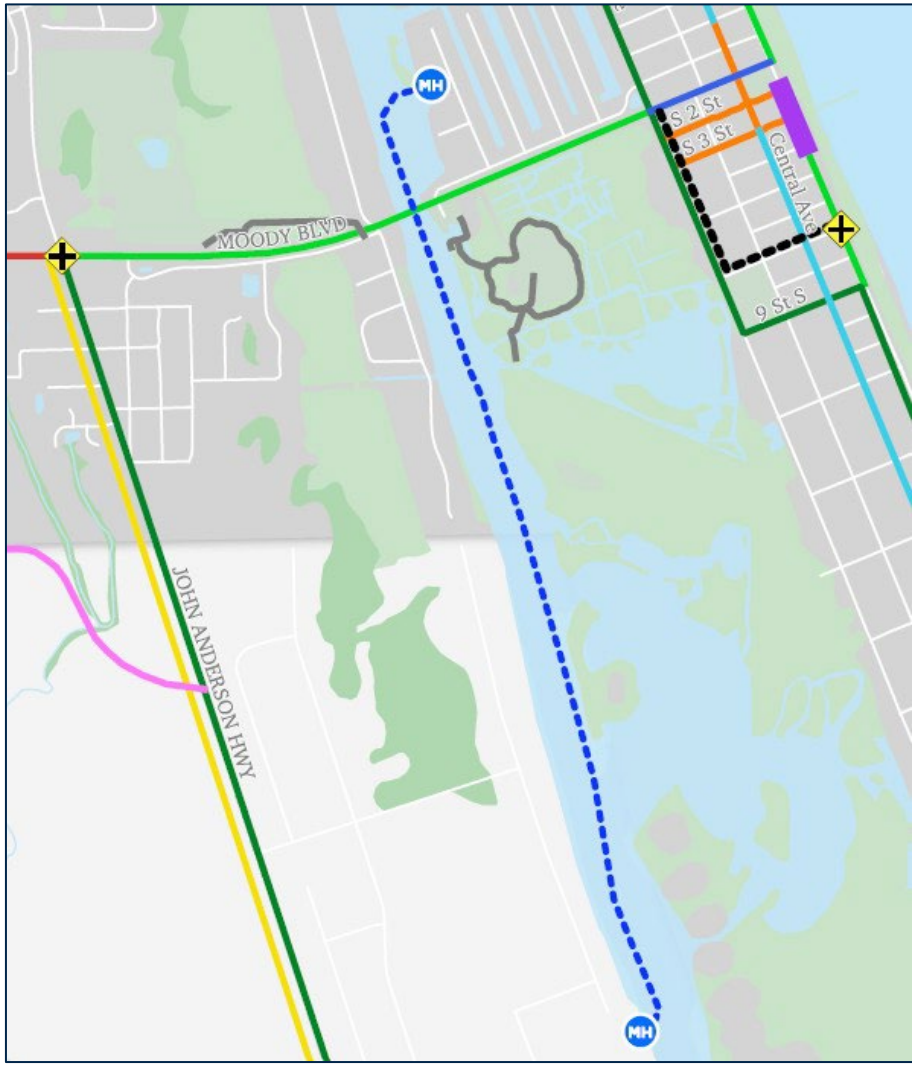
WATER TAXI & MOBILITY HUB





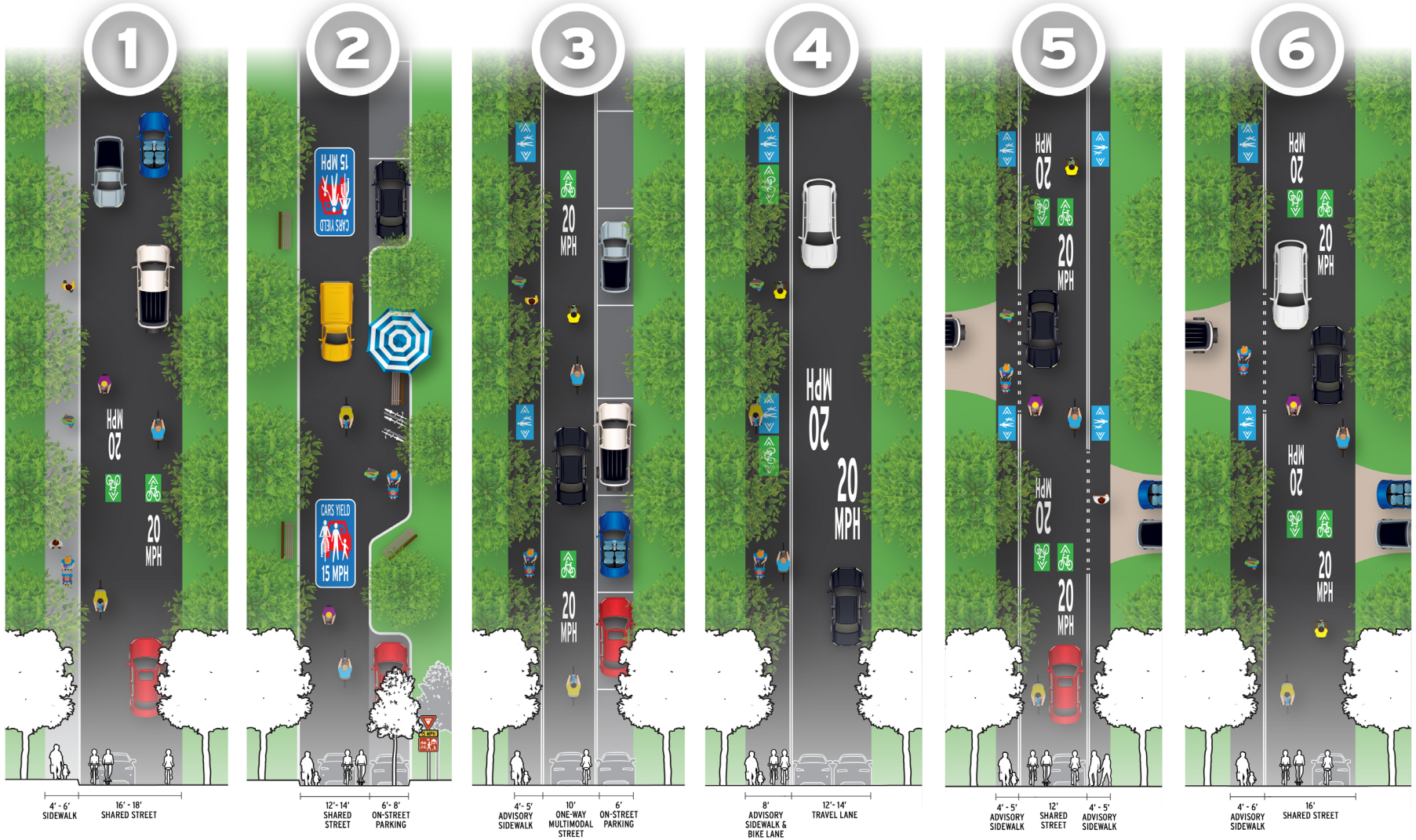






PRIMARY MULTIMODAL CORRIDOR

Central Ave



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TRAFFIC CALMING



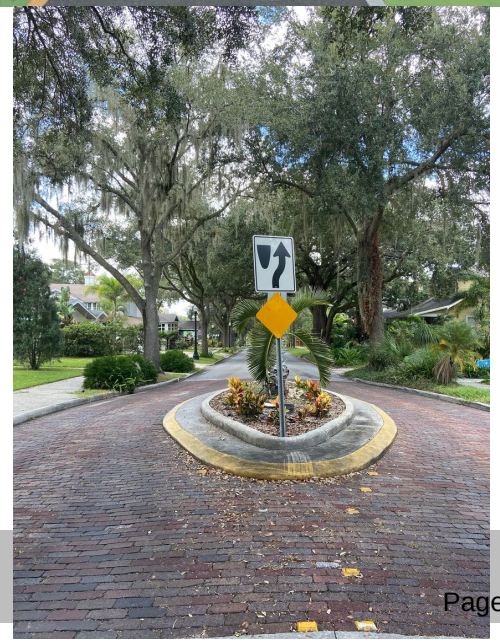












NEXT STEPS

- Feedback and direction from stakeholders meeting
- Meet with additional key stakeholders
- Update Mobility Plan based on direction
- Develop Mobility Fee schedule
- PARB, 1st & 2nd Readings of the Ordinance in April

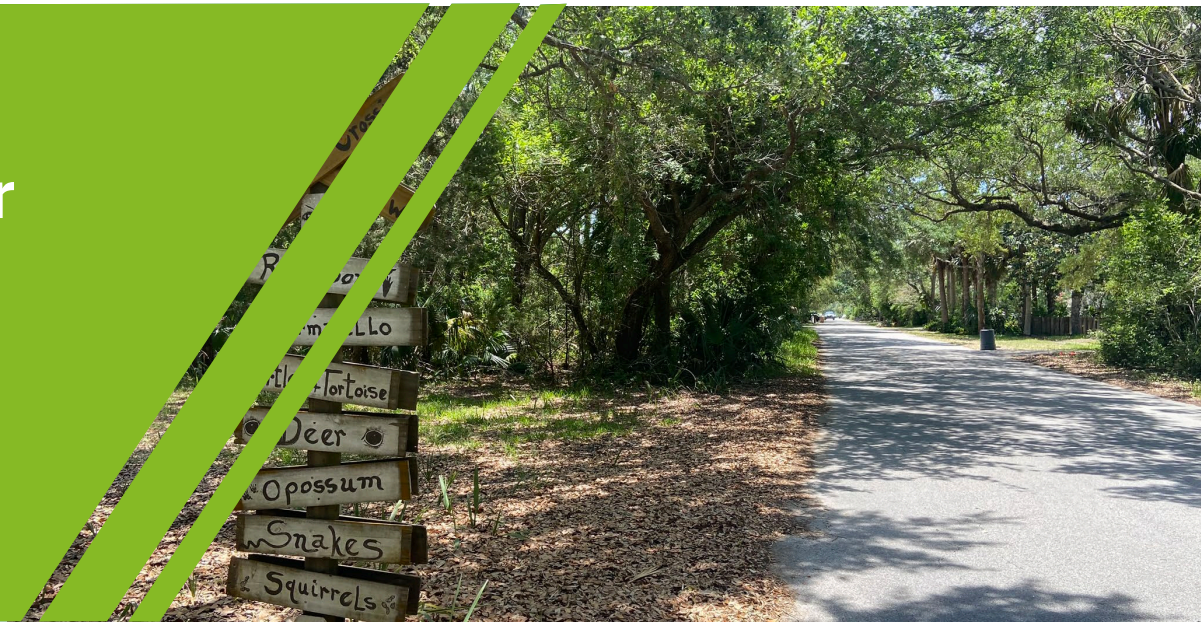
Goal for Adoption: April 23rd 2026

COMMENTS & QUESTIONS

Lauren Rushing, AICP | Project Manager

lauren@ nueurbanconcepts.com

www.nueurbanconcepts.com



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MEMO

To: Lupita McClenning, City Planning - City of Flagler Beach

From: Lauren Rushing, AICP – NUE Urban Concepts

CC: Jonathan Paul, AICP – NUE Urban Concepts

Date: March 11th, 2026

Stakeholder Meeting #2: Draft City of Flagler Beach2050 Mobility Plan

---

In 2025, the City of Flagler Beach contracted NUE Urban Concepts, LLC (Consultant) to prepare a Mobility Plan and assist the City with adopting a mobility fee applicable to new development and redevelopment. Over the past several months, the Consultant has worked closely with City staff to evaluate existing and future transportation conditions and to develop a draft mobility plan, including a preliminary list of project recommendations.

The purpose of this memorandum is to summarize the **Stakeholder Meeting** held on **March 10th, 2026, at 4:00 PM** at the **Wickline Senior Center**. This was the second of two stakeholder meetings included in the project scope. The meeting was facilitated by Lauren Rushing, Transportation Planner and Project Manager with NUE Urban Concepts, and by the City Planner, Lupita McClenning. Public notice of the meeting was given and shared though the City's communications channels. Twelve (12) stakeholders attended the meeting including two Commission members.

The objectives of the meeting were to:

1. Provide an update on the transportation evaluation conducted by the Consultant;
2. Present a preliminary list of recommended projects included in the draft Mobility Plan;
3. Present design concepts for key projects;
4. Present changes that had been made to the draft Mobility Plan in response to feedback received during the December 9th, 2025 stakeholder meeting.
5. Receive questions, comments, and feedback to inform refinement of the draft plan.

To meet these objectives, Lauren Rushing delivered a presentation followed by a facilitated discussion led by Lauren Rushing and Jonathan Paul (NUE Urban Concepts). Attendees provided meaningful feedback, voiced support for certain concepts, and raised considerations for others.





The feedback was overwhelmingly positive with all attendees expressing favor towards the plan and project recommendations within. A few suggestions for improvement were also given. The key points of stakeholder input include

- Consider showing a landscaped median (with Palm Trees) in the concept design for a lane repurposing on Moody Blvd
- Moody may not need protected bike lanes because the City has many parallel routes and a traditional grid. Consider removing multi-use on Moody Blvd and encourage multimodal travel on parallel streets. Consider N 2nd St as a primary multimodal corridor to lessen the need for multimodal facilities on Moody Blvd.
- State in the final report that residents of Flagler Beach take priority in the City's approach to mobility
- Consider proposing Central Ave + Daytona Ave as a multimodal one-way pair
- One attendee pointed to the parcels south of Moody Blvd and west of Flagler Ave and states that there is City owned land in a flood zone. Could this provide some park-once opportunities?
- Show the roundabout intersection improvement at Flagler Ave and Moody Blvd on the map.
- Add roundabout at Moody Blvd & SR A1A
- In the aerial rendering of Moody Blvd, show the mid-block crossing that use to be located there prior to the 2014 resurfacing.

Appendix A: Stakeholder Comments

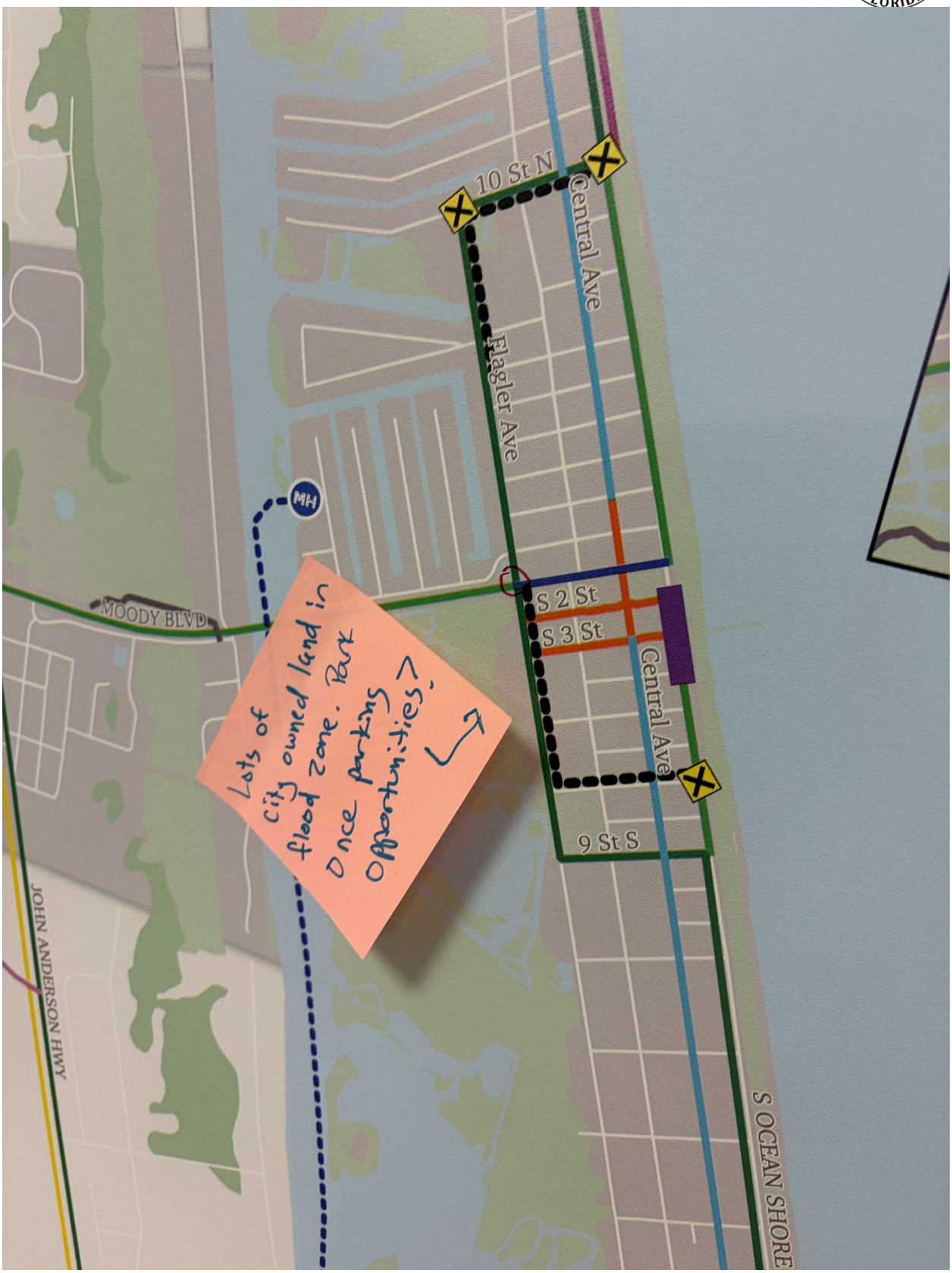
Appendix B: Meeting Sign-In Sheet

Appendix C: Stakeholder Meeting Presentation

Appendix A

Stakeholder Comments


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THE REPUBLIC OF DESIGN
City of Flagler Beach
Moody Blvd | SR 100 Reimagined
REMOVE MULTI-USE
ADD MEDIAN
Median w/ Palm Trees


10 St N
Central Ave
Flagler Ave
MH
MOODY BLVD
S 2 St
S 3 St
Central Ave
9 St S
JOHN ANDERSON HWY
S OCEAN SHORE
Lots of city owned land in flood zone. Park once parking opportunities?


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THE REPUBLIC DESIGN
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250 FEET
City of Flagler Beach
Moody Blvd | SR 100 Reimagined
N 2nd St
E-W multi-
modal corridor
(take transit or
walk)
RAB
@
A-1-A


RAB
@
A-1-A


Bring back
Mid-block
crossing

Appendix B:
Meeting Sign-In Sheet

MOBILITY STUDY WORKSHOP
SIGN-IN SHEET
MARCH 10, 2026

NAME	EMAIL ADDRESS
Lisa Smith	lisa @ lisapsmith.com
Suzie Johnston	JohnstonSuzie01@gmail.com
Scott Chappuis	ScottCChappuis@Gmail
BERNHEMKE	PRSOFC@ATT.NET
RJ Santore	rsantore@fastmail.com
Casey Ryan	kcryan@cityofflaglerbeach.com
Joseph Pozzuoli	Joseph@JQAFlorida.com
JOHN CUNNINGHAM	jcunningham@cityofflaglerbeach.com
Paul Mykytka	paul.mykytka@gmail.com
Joann Soman	Joann@raiseyoursales.com
Deanna OFlaherty	deanna.oflaherty@gabw.com
Michele Ficocello	mficocello@cityofflaglerbeach.com

Appendix C:

Stakeholder Meeting Presentation

FLAGLER BEACH 2050 MOBILITY PLAN

Stakeholder Meeting #2

March 10th, 2026

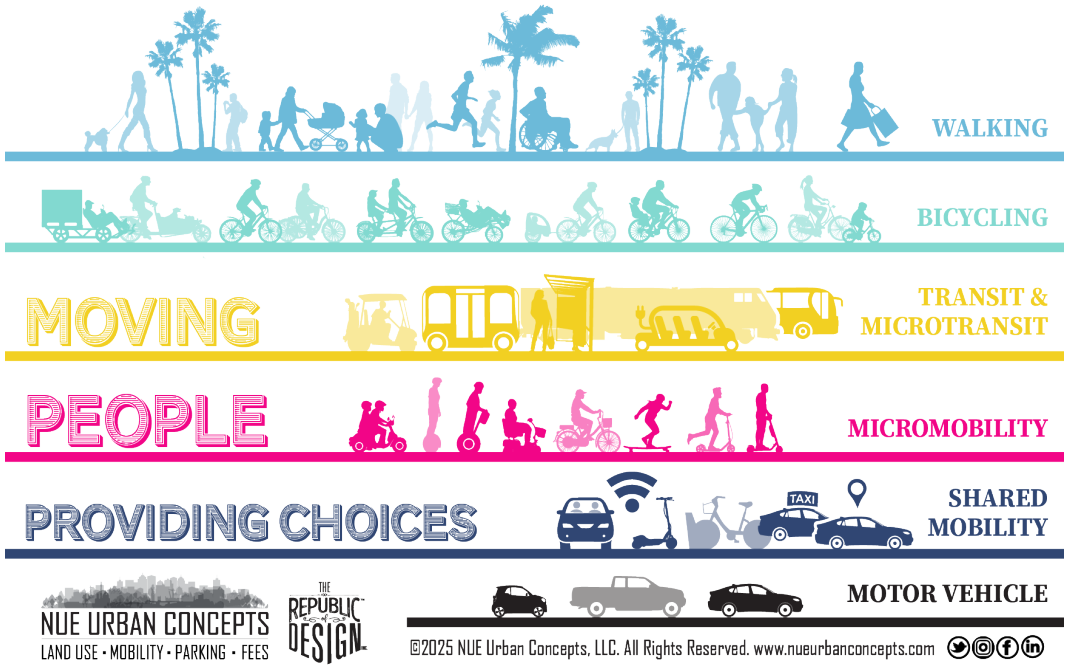


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WHAT IS A MOBILITY PLAN?

- Vision for the City's transportation system to transition from one focused primarily on **moving vehicles quickly** to moving people safely
- **Long-term plan** (2050 horizon)
- Identifies project needs at a high level
- Required by Florida Statute to serve as basis for development of a mobility fee
- Sets the framework for follow-on actions to be undertaken by the City



WHAT IS A MOBILITY FEE?

- Alternative to transportation concurrency & road impact fees
- One-time fee paid by (re) development
- Intended to mitigate transportation impact
- Funds variety of multimodal infrastructure
- Funds policies, programs, and services

NOT A TAX ON EXISTING RESIDENTS



WHY DOES FLAGLER BEACH NEED A MOBILITY PLAN & MOBILITY FEE?

- Provides **comprehensive vision** to guide capital projects and development
- Helps the City **balance growth** with **quality of life for existing residents**
- Creates a City-controlled funding mechanism
- Helps leverage alternative funding opportunities



TRANSPORTATION EVALUATION

Existing & Future Traffic

CITY OF FLAGLER BEACH TRAFFIC CHARACTERISTICS DATA (MOBILITY STUDY AREA)

Limits, Classification, Ownership					Roadway Characteristics									Vehicles Miles of Travel & Capacity							
Street Name	From Street	To Street	Functional Classification	Maintaining Entity	FDOT Context Classification	Travel Lanes	Speed Limit	Length (mi)	LOS Standard	AADT	Year of Count	Daily Capacity	Growth Factor	2025 DAILY TRAFFIC	2025 VMT	2025 VMC	2050 DAILY TRAFFIC	2050 VMT	2050 VMC	2025 V/C	2050 V/C
SR A1A (OCEAN SHORE BLVD)	OCEAN MARINA DR	N 13 ST	Minor Arterial	FDOT	C4	2	45	1.42	D	7,700	2024	14,080	2.00%	7,850	11,150	19,996	13,140	18,660	19,996	0.56	0.93
SR A1A (OCEAN SHORE BLVD)	N 13 ST	N 3RD ST	Minor Arterial	FDOT	C4	2	35	0.61	D	7,700	2024	14,080	2.00%	7,850	4,790	8,596	13,140	8,020	8,596	0.34	0.93
SR A1A (OCEAN SHORE BLVD)	N 3RD ST	MOODY BLVD (SR 100)	Minor Arterial	FDOT	C4	2	25	0.10	D	7,700	2024	14,080	2.00%	7,850	790	1,410	13,140	1,310	1,410	0.56	0.93
SR A1A (OCEAN SHORE BLVD)	MOODY BLVD (SR 100)	S 14 ST	Minor Arterial	FDOT	C4	2	25	0.78	D	7,000	2024	10,267	2.00%	7,960	6,210	8,010	13,320	10,390	8,010	0.78	1.30
SR A1A (OCEAN SHORE BLVD)	S 14 ST	S 25TH ST	Minor Arterial	FDOT	C3R	2	25	1.60	D	5,100	2024	17,920	2.00%	5,200	8,320	20,670	8,790	13,920	20,670	0.29	0.49
SR A1A (OCEAN SHORE BLVD)	S 25TH ST	S 25TH ST	Minor Arterial	FDOT	C3R	2	35	0.70	D	5,100	2024	17,920	2.00%	5,200	3,640	12,540	8,790	6,090	12,540	0.29	0.49
SR A1A (OCEAN SHORE BLVD)	S 25TH ST	GAMBLE ROGERS ST REC	Minor Arterial	FDOT	C3R	2	45	0.90	D	5,100	2024	17,920	2.00%	5,200	4,680	16,130	8,790	7,830	16,130	0.29	0.49
SR A1A (OCEAN SHORE BLVD)	GAMBLE ROGERS ST REC	S CENTRAL AVE	Minor Arterial	FDOT	C1	2	45	0.28	D	5,300	2024	11,200	2.00%	5,410	1,510	5,140	9,050	2,530	5,140	0.48	0.81
SR A1A (OCEAN SHORE BLVD)	CENTRAL AVE (S)	VOLUSIA CO LINE	Minor Arterial	FDOT	C3R	2	45	0.61	D	5,300	2024	17,920	2.00%	5,410	3,300	10,930	9,050	5,520	10,930	0.30	0.51
COLBERT LN	ROBERTS RD	MOODY BLVD (SR 100)	Major Collector	COUNTY	C3R	2	55	1.29	D	4,100	2024	24,640	2.00%	4,180	5,390	31,790	6,990	9,020	31,790	0.17	0.28
I-95	NORTH BOUNDARY OF MOBILITY STUDY AREA (MSA)	MOODY BLVD (SR 100)	Limited Access	FDOT	Urbanized	6	70	0.62	D	92,450	2024	191,022	2.00%	94,290	58,460	118,450	157,790	97,850	118,450	0.49	0.83
I-95	MOODY BLVD (SR 100)	SOUTH BOUNDARY OF MOBILITY STUDY AREA (MSA)	Limited Access	FDOT	Urbanized	6	70	0.46	D	86,500	2024	191,022	2.00%	88,230	40,590	87,870	147,650	67,920	87,870	0.46	0.77
JOHN ANDERSON HWY (CR 201)	MOODY BLVD (SR 100)	AVE A	Minor Collector	COUNTY	C3R	2	55	0.33	D	1,450	2024	24,640	2.00%	1,480	490	8,130	2,480	820	8,130	0.06	0.10
JOHN ANDERSON HWY (CR 201)	AVE A	VOLUSIA CO LINE	Minor Collector	COUNTY	C3R	2	45	3.60	D	1,450	2024	16,128	2.00%	1,480	5,330	58,660	2,480	8,930	58,660	0.09	0.15
LAMBERT AVE	CENTER OF CUL-DE-SAC	PALM DR	Minor Collector	CITY	C3R	2	35	1.48	D	600	2024	12,544	2.00%	610	900	10,570	1,020	1,510	10,570	0.05	0.08
OLD KINGS RD	NORTH BOUNDARY OF MOBILITY STUDY AREA (MSA)	MOODY BLVD (SR 100)	Minor Arterial	CITY	C3R	4	45	0.71	D	9,300	2024	35,249	2.00%	9,580	6,660	25,030	15,790	11,150	25,030	0.27	0.45
OLD KINGS RD	MOODY BLVD	CRAIG FLAGLER PALMS FUNERAL HOME	Major Collector	COUNTY	C3C	2	45	0.52	D	3,500	2024	10,530	2.00%	3,570	1,750	10,160	5,640	2,930	10,160	0.17	0.29
MOODY BLVD (SR 100)	I-95	OLD KINGS RD	Principal Arterial	FDOT	C3C	4	45	0.31	D	29,000	2024	38,430	2.00%	29,580	9,170	11,910	46,590	15,350	11,910	0.77	1.29
MOODY BLVD (SR 100)	OLD KINGS RD	COLBERT LN	Principal Arterial	FDOT	C3C	4	55	1.54	D	23,649	2024	46,670	2.00%	24,120	37,140	72,330	40,360	62,150	72,330	0.51	0.86
MOODY BLVD (SR 100)	COLBERT LN	BEACH VILLAGE HWY	Principal Arterial	FDOT	C3C	4	45	0.31	D	16,000	2024	38,430	2.00%	16,360	17,630	36,890	30,720	29,490	36,890	0.48	0.80
MOODY BLVD (SR 100)	BEACH VILLAGE HWY	JOHN ANDERSON HWY (CR 201)	Principal Arterial	FDOT	C3C	4	55	0.16	D	16,000	2024	38,430	2.00%	16,360	3,860	8,070	30,720	6,450	8,070	0.48	0.80
MOODY BLVD (SR 100)	BEACH VILLAGE HWY	S FLAGLER AVE	Principal Arterial	FDOT	C3R	4	45	0.96	D	16,000	2024	30,165	2.00%	16,360	3,860	8,220	30,720	6,450	8,220	0.47	0.78
MOODY BLVD (SR 100)	S FLAGLER AVE	SR A1A (OCEAN SHORE BLVD)	Principal Arterial	FDOT	C2T	4	35	0.21	D	14,900	2024	31,490	2.00%	15,200	3,190	6,590	25,440	5,340	6,590	0.48	0.81
PALM DR	MOODY BLVD (SR 100)	PALM DR	Minor Collector	CITY	C3R	2	25	0.42	D	1,150	2024	11,200	2.00%	1,170	490	4,790	1,960	820	4,790	0.10	0.17
ROBERTS RD	COLBERT LN	MOODY BLVD (SR 100)	Minor Collector	COUNTY	C3C	2	35	1.51	D	1,450	2024	15,190	2.00%	1,480	2,230	22,940	2,480	3,740	22,940	0.10	0.16

Source: Traffic data provided by Florida Department of Transportation. LOS Standards based on City of Flagler Beach and Flagler County adopted Comprehensive Plans. Daily Capacity based on FDOT Generalized Service Tables. Growth factors based on FDOT Travel Analysis Spreadsheet. VMT is length x AADT. VMC is length x Daily Capacity. 2045 AADT and VMT derived by applying growth rates.



	B	C	D	E
2 Lane	*	*	17,600	24,000
4 Lane	*	24,400	36,100	40,800
6 Lane	*	44,700	56,800	60,400
8 Lane	*	52,300	66,900	70,900

	B	C	D	E
2 Lane	*	*	13,900	21,800
4 Lane	*	26,100	38,300	43,000
6 Lane	*	28,400	53,900	62,800
8 Lane	*	58,800	71,900	73,600

No existing traffic deficiencies & no future deficiencies beyond what is already planned for

TRANSPORTATION EVALUATION

Quality of Service & Multimodal Inventory

CITY OF FLAGLER BEACH MULTIMODAL QUALITY OF SERVICE (QOS) EVALUATION

Street Name	From Street	To Street	Functional Classification	Maintaining Entity	FDOT Context Classification	Travel Lanes	Speed Limit	Length (mi)	Median Type	Street QOS	Off-Street Multimodal Facility	Separation/Physical Barrier	Off-Street Multimodal QOS	On-Street Multimodal Facility	On-Street Multimodal QOS
SR A1A (OCEAN SHORE BLVD)	OCEAN MARINA DR	N 13 ST	Minor Arterial	FDOT	C4	2	45	1.42	None	E	8' Trail	Grass Buffer	B	Paved Shoulder	E
SR A1A (OCEAN SHORE BLVD)	N 13 ST	N 3RD ST	Minor Arterial	FDOT	C4	2	35	0.61	None	D	8' Trail	Grass Buffer	B	Paved Shoulder	E
SR A1A (OCEAN SHORE BLVD)	N 3RD ST	MOODY BLVD (SR 100)	Minor Arterial	FDOT	C4	2	25	0.1							
SR A1A (OCEAN SHORE BLVD)	MOODY BLVD (SR 100)	S 14 ST	Minor Arterial	FDOT	C4	2	25	0.7							
SR A1A (OCEAN SHORE BLVD)	S 14 ST	S 20TH ST	Minor Arterial	FDOT	C3R	2	25	1.6							
SR A1A (OCEAN SHORE BLVD)	S 20TH ST	S 25TH ST	Minor Arterial	FDOT	C3R	2	35	0.7							
SR A1A (OCEAN SHORE BLVD)	S 25TH ST	GAMBLE ROGERS ST REC	Minor Arterial	FDOT	C3R	2	45	0.9							
SR A1A (OCEAN SHORE BLVD)	GAMBLE ROGERS ST REC	S CENTRAL AVE	Minor Arterial	FDOT	C1	2	45	0.2							
SR A1A (OCEAN SHORE BLVD)	CENTRAL AVE (S)	VOLUSIA CO LINE	Minor Arterial	FDOT	C3R	2	45	0.6							
COLBERT LN	ROBERTS RD	MOODY BLVD (SR 100)	Major Collector	COUNTY	C3R	2	55	1.2							
JOHN ANDERSON HWY (CR 201)	MOODY BLVD (SR 100)	AVE A	Minor Collector	COUNTY	C3R	2	55	0.3							
JOHN ANDERSON HWY (CR 201)	AVE A	VOLUSIA CO LINE	Minor Collector	COUNTY	C3R	2	45	3.6							
LAMBERT AVE	CENTER OF CUL-DE-SAC	PALM DR	Minor Collector	CITY	C3R	2	35	1.4							
OLD KINGS RD	NORTH BOUNDARY OF MOBILITY STUDY AREA (MSA)	MOODY BLVD (SR 100)	Minor Arterial	CITY	C3R	4	45	0.7							
OLD KINGS RD	MOODY BLVD	CRAIG FLAGLER PALMS FUNERAL HOME	Major Collector	COUNTY	C3C	2	45	0.5							
MOODY BLVD (SR 100)	I-95	OLD KINGS RD	Principal Arterial	FDOT	C3C	4	45	0.3							
MOODY BLVD (SR 100)	OLD KINGS RD	COLBERT LN	Principal Arterial	FDOT	C3C	4	55	1.5							
MOODY BLVD (SR 100)	COLBERT LN	BEACH VILLAGE HWY	Principal Arterial	FDOT	C3C	4	45	0.3							
MOODY BLVD (SR 100)	BEACH VILLAGE HWY	JOHN ANDERSON HWY (CR 201)	Principal Arterial	FDOT	C3C	4	55	0.1							
MOODY BLVD (SR 100)	JOHN ANDERSON HWY (CR 201)	S FLAGLER AVE	Principal Arterial	FDOT	C3R	4	45	0.9							
MOODY BLVD (SR 100)	S FLAGLER AVE	SR A1A (OCEAN SHORE BLVD)	Principal Arterial	FDOT	C2T	4	35	0.2							
PALM DR	MOODY BLVD (SR 100)	PALM DR	Minor Collector	CITY	C3R	2	25	0.4							
ROBERTS RD	COLBERT LN	MOODY BLVD (SR 100)	Minor Collector	COUNTY	C3C	2	35	1.1							

Note: Quality of Service based on proposed Quality of Service standards developed by NUE Urban Concepts, LLC. Identified off-street or on-street multimodal facilities represents the presence of a facility on at least one side of the street. The width of on-street and off-street multimodal represent the widest observed width visibility pavement markings.

MOVING TOWARDS VISION ZERO

CITY OF FLAGLER BEACH
STREET
QUALITY OF SERVICE (QOS) STANDARDS

STREET QUALITY OF SERVICE (QOS) STANDARDS

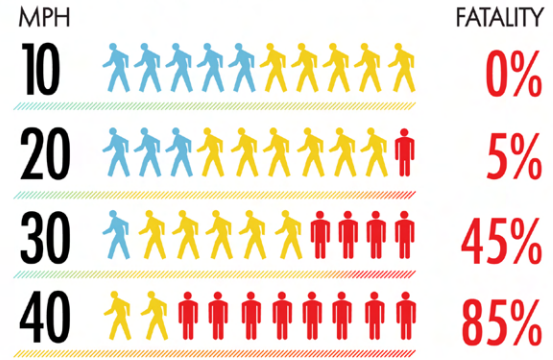
INTENT:
POSTED SPEED = DESIGN SPEED

	CITYWIDE POSTED SPEED LIMIT	APPROPRIATE LOCATIONS
QUALITY OF SERVICE (QOS) A*	SPEED LIMIT 20	LOCAL AND RESIDENTIAL STREETS, ALONG WITH SELECT COLLECTORS WITH RIGHT-OF-WAY MODIFICATIONS TO SLOW VEHICLE SPEEDS
QUALITY OF SERVICE (QOS) B	SPEED LIMIT 25	LOCAL AND RESIDENTIAL STREETS, ALONG WITH SELECT ARTERIALS AND COLLECTORS WITH RIGHT-OF-WAY MODIFICATIONS TO SLOW VEHICLE SPEEDS
QUALITY OF SERVICE (QOS) C	SPEED LIMIT 30	MAJOR COLLECTORS AND MINOR ARTERIALS, SELECT MINOR COLLECTORS AND PRINCIPAL ARTERIALS
QUALITY OF SERVICE (QOS) D	SPEED LIMIT 35	SELECT COLLECTORS, ARTERIALS
QUALITY OF SERVICE (QOS) E**	SPEED LIMIT 40 +	PRINCIPAL ARTERIALS, LIMITED ACCESS ROADS, SELECT ARTERIALS AND RURAL HIGHWAYS (ARTERIAL OR COLLECTOR)

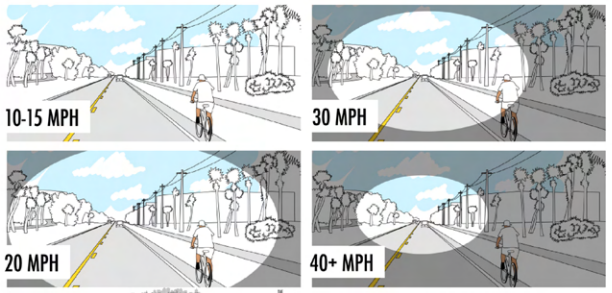
* POSTED SPEED LIMIT IS MAXIMUM, LOWER SPEEDS WOULD ALSO BE QOS A
** POSTED SPEED LIMIT IS MINIMUM, HIGHER SPEEDS WOULD ALSO BE QOS E

SOURCE: QOS STANDARDS ESTABLISHED BY NUE URBAN CONCEPTS, LLC
QOS STANDARDS WORK IN CONJUNCTION WITH AREAWIDE ROADWAY LEVEL OF SERVICE STANDARDS. QOS STANDARDS ARE INTENDED TO ALLOW FOR LOWERING VEHICLE SPEEDS AND INCREASING FLEXIBILITY TO DESIGN ROADS AT THE DESIRED SPEED OF TRAVEL (POSTED SPEED) VS TRADITIONAL APPROACHES USING 85TH PERCENTILE SPEED OR THE ACTUAL OR ANTICIPATED SPEED OF TRAVEL. QOS STANDARDS ARE APPLICABLE AS PART OF AN OVERALL VISION ZERO OR SAFER STREETS PROGRAM AT A NEIGHBORHOOD, DESIGNATED AREA, OR COMMUNITY WIDE SCALE.
SEE ADOPTED 2045 MOBILITY PLAN FOR FURTHER USE OF QOS STANDARDS

AS SPEED INCREASES, SO DOES THE RISK OF DYING IN A CRASH



HIGHER SPEEDS REDUCE NOT ONLY THE SIGHT DISTANCE BUT ALSO THE REACTION TIME A DRIVER NEEDS TO AVOID A COLLISION.



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TRANSPORTATION EVALUATION

Quality of Service & Multimodal Inventory

MOVING TOWARDS VISION ZERO

CITY OF FLAGLER BEACH

OFF-STREET MULTIMODAL QUALITY OF SERVICE (QOS) FOR BICYCLING & WALKING

FACILITY TYPE	ROW ELEMENTS (SEE NOTES FOR ROW WITH MULTIPLE FEATURES)				
OFF-STREET MULTIMODAL	LIMITED SEPARATION	LANDSCAPE STREET TREES	ON-STREET PARKING OR PHYSICAL BARRIER	GRASS OR LANDSCAPE BUFFER	SPEED LIMIT 25 MPH OR LESS
PATH, SIDEWALK, OR TRAIL (10' WIDE OR MORE)	B	A	A	A	A
PATH, SIDEWALK, OR TRAIL (8' WIDE)	C	B	B	B	B
PATH OR SIDEWALK (6' TO 7' WIDE)	D	C	C	C	C
SIDEWALK (5' WIDE OR LESS)	E	D	D	D	D

SOURCE: QOS STANDARDS ESTABLISHED BY NUE URBAN CONCEPTS, LLC
INTENT: MEASURE PERFORMANCE OF MULTIMODAL IMPROVEMENTS OVER TIME.

NOTES: THE PRESENCE OF TWO ROW ELEMENTS, EXCEPT FOR LIMITED SEPARATION, SUCH AS ON-STREET PARKING AND STREET TREES WOULD RESULT IN AN INCREASE IN ONE ADDITIONAL LETTER GRADE. FOR EXAMPLE, A TEN (10) FOOT WIDE PATH WITH STREET TREES AND ON-STREET PARKING WOULD RESULT IN A QOS OF "A". THE PRESENCE OF THREE OR MORE ROW ELEMENTS, EXCEPT FOR LIMITED SEPARATION, SUCH AS A FIVE (5) FOOT SIDEWALK, WITH A LANDSCAPE BUFFER AND A POSTED SPEED LIMIT OF 25 MPH WOULD RESULT IN A QOS OF "C", OR AN INCREASE OF TWO LETTER GRADES.

PHYSICAL BARRIER INCLUDES ANY TYPE OF PERMANENT, PHYSICAL VERTICAL SEPARATION. GRASS BUFFER MUST BE AT LEAST FIVE (5) FEET IN WIDTH BETWEEN VEHICLE TRAVEL LANES AND THE FACILITY. LANDSCAPE INCLUDES VERTICAL LANDSCAPE ELEMENTS THAT WOULD PROVIDE A DEGREE OF PROTECTION FOR MULTIMODAL USERS.

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MOVING TOWARDS VISION ZERO

CITY OF FLAGLER BEACH

ON-STREET MULTIMODAL QUALITY OF SERVICE (QOS) FOR BICYCLING & MICROMOBILITY

FACILITY TYPE	ROW ELEMENTS (SEE NOTES FOR ROW WITH MULTIPLE FEATURES)				
ON-STREET MULTIMODAL	NO OR LIMITED SEPARATION (GRASS BUFFER < 5' WIDE)	PROTECTED	BUFFERED	ENHANCED VISIBILTY MARKINGS	SPEED LIMIT 25 MPH OR LESS
BICYCLE LANE (6' WIDE OR MORE)	B	A	A	A	C
BICYCLE LANE (5' WIDE)	C	A	B	B	B
BICYCLE LANE (4' WIDE)	D	B	C	C	C
PAVED SHOULDER (AKA UNDESIGNATED BICYCLE LANE)	E	--	--	D	C
BICYCLE BOULEVARD/ SHARED STREET	E	--	--	D	C
CURBLESS SHARED STREET	A	--	--	--	--

SOURCE: QOS STANDARDS ESTABLISHED BY NUE URBAN CONCEPTS, LLC
INTENT: MOBILITY PLANNING AND MEASURING PERFORMANCE OF MULTIMODAL PROJECTS OVER TIME.
PROTECTED: INCLUDES PERMANENT SEPARATION VIA VERTICAL ELEMENTS SUCH AS CURBING (RAISED BICYCLE LANES OR CYCLE TRACKS), CONCRETE BARRIERS, OR ON-STREET PARKING.
BUFFERED: MINIMUM OF DOUBLE 6" WHITE EDGE LINES SEPARATING THE BIKE LANE FROM ADJACENT TRAVEL LANES. IDEALLY BUFFER IS AT LEAST 3' WIDE (40 MPH OR FASTER) OR 2' WIDE (30 MPH TO 35 MPH). FLEX POST, RAISED PAVEMENT MARKINGS, OR VERTICAL DEFLECTION BARRIERS SHOULD BE PROVIDED WHERE FEASIBLE.
ENHANCED VISIBILITY: USE OF GREEN PAINT, PAVEMENT MARKINGS, CONTRAST BOX BEHIND SHARROWS AND BICYCLE SYMBOLS, ON-STREET MARKINGS WITH SPEED LIMITS OR SHARE THE ROAD.
NOTES: THE PRESENCE OF TWO OR MORE ROW FEATURES, EXCEPT FOR LIMITED SEPARATION, WOULD RESULT IN AN INCREASE ON ONE ADDITIONAL LETTER GRADE.

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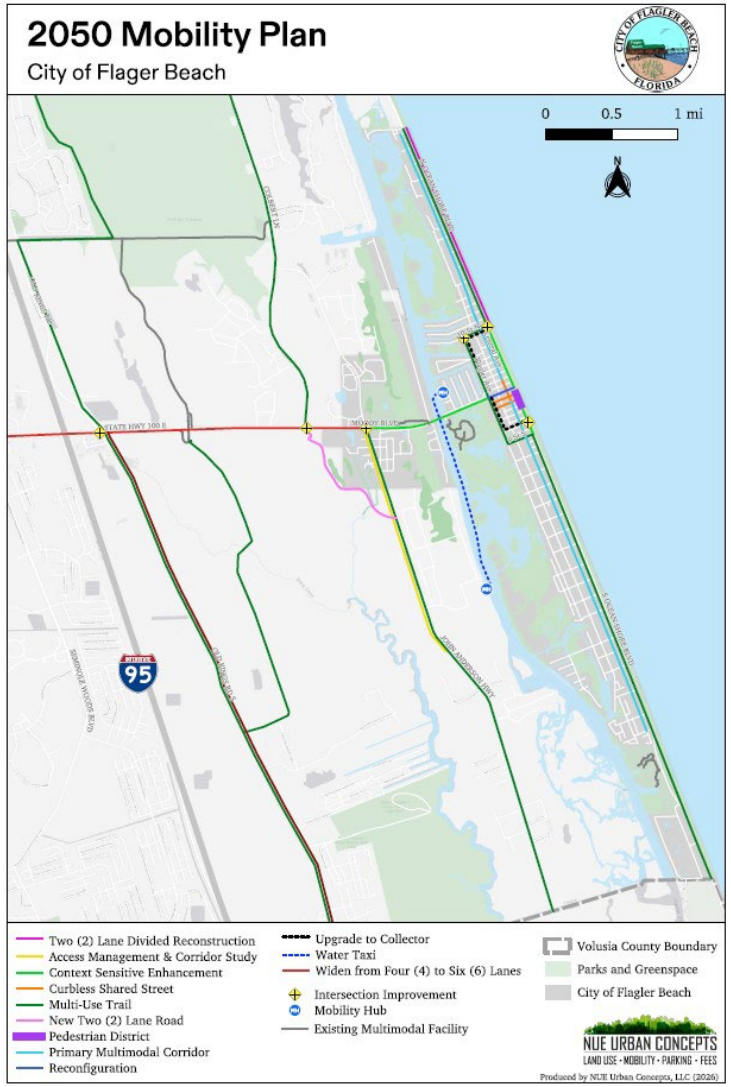
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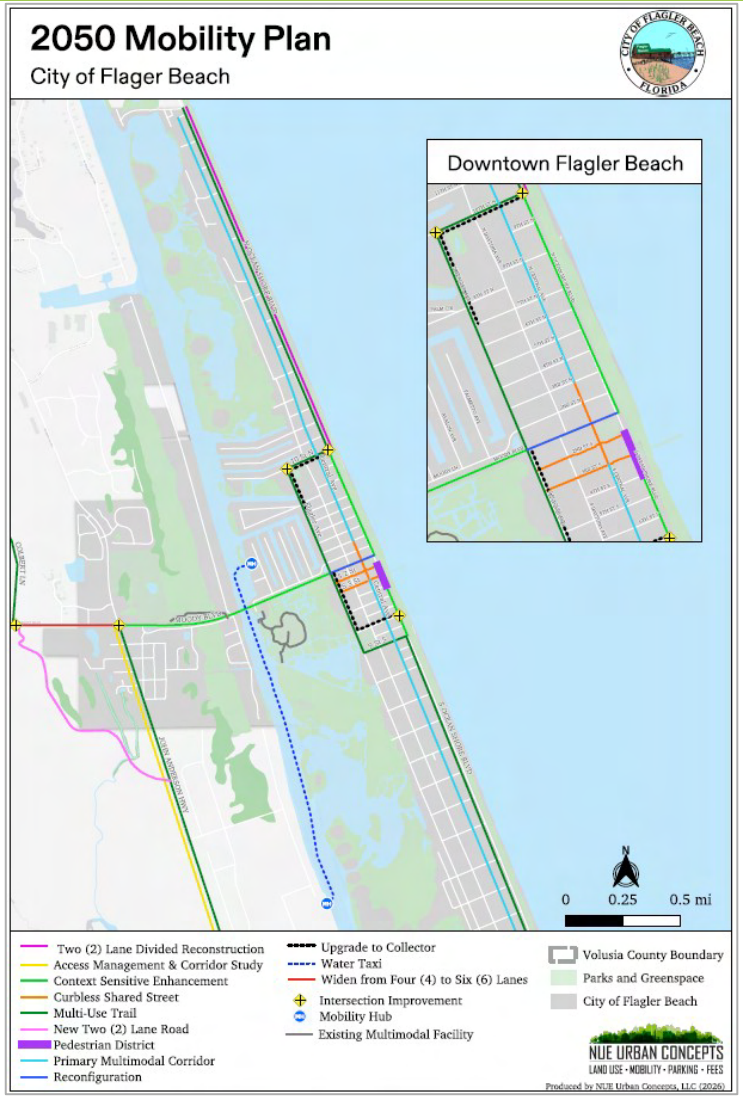
OVERARCHING GOALS

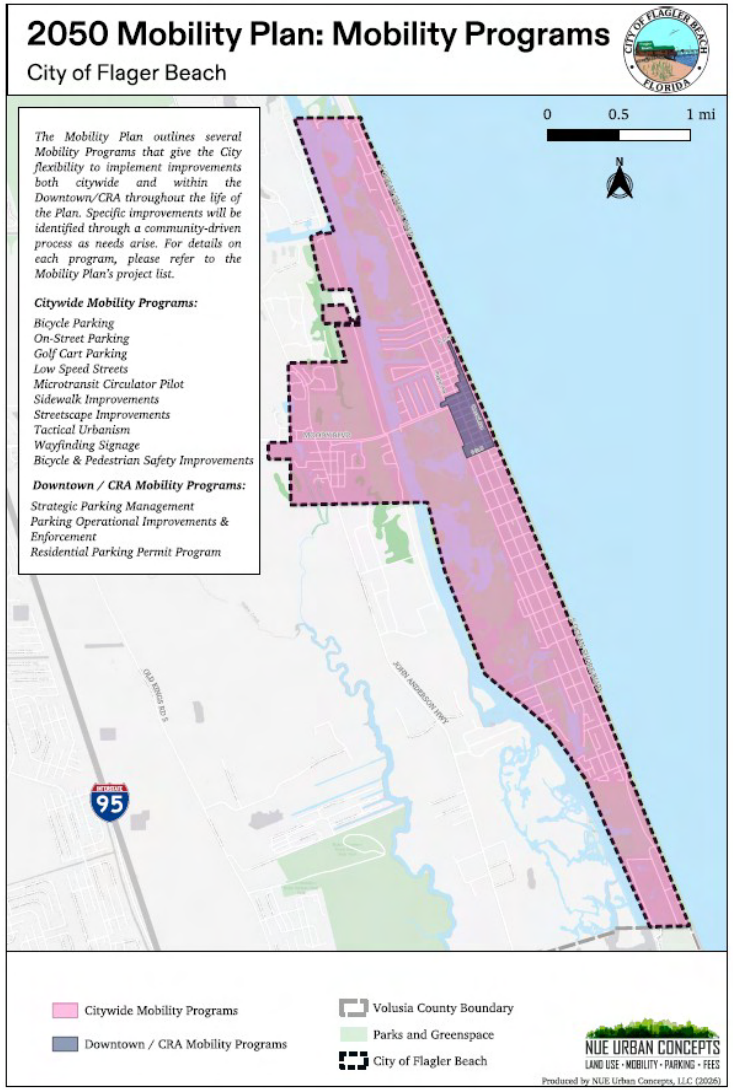
- Create a complete, connected multimodal transportation system
- Improve safety for vehicular and multimodal travel
- Rerouting thru traffic around downtown
- Improve walkability in the Downtown and CRA



FLAGLER BEACH 2050 MOBILITY PLAN DRAFT







FLAGLER BEACH 2050 MOBILITY PLAN

0.28 miles of
SR A1A Pedestrian District

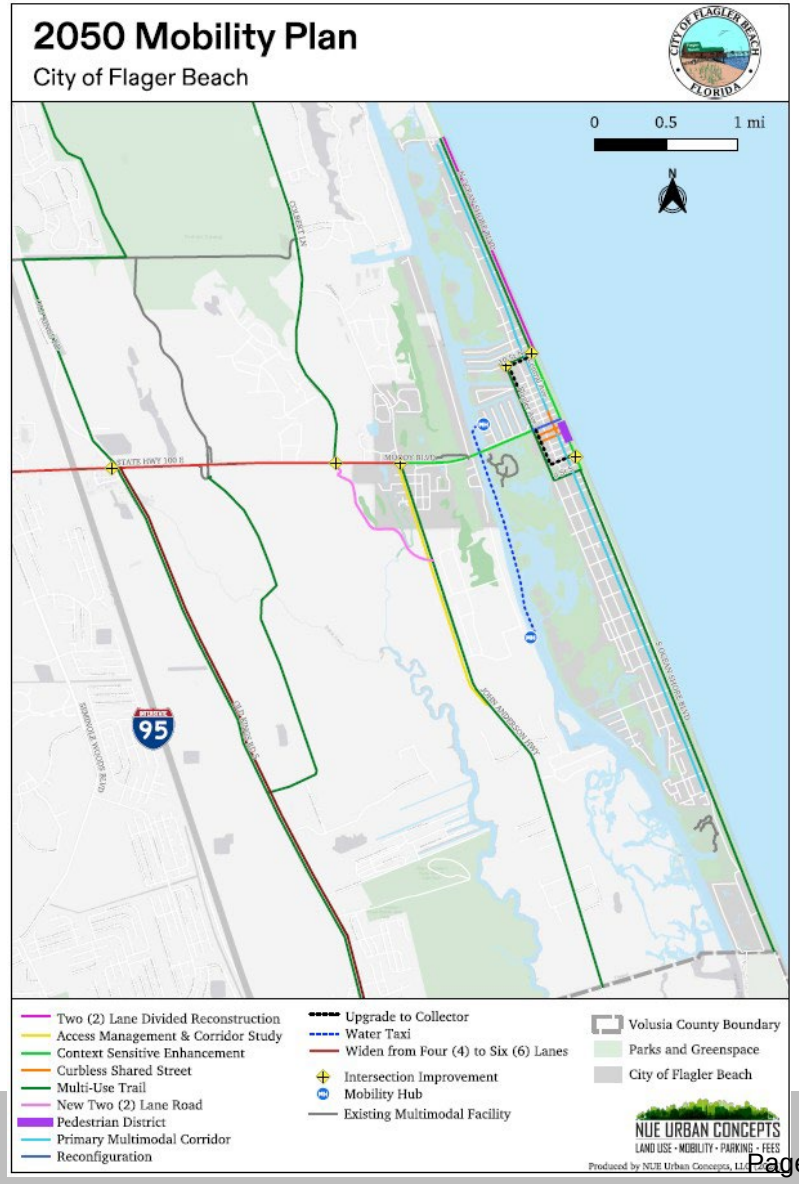
0.59 miles of
SR A1A Context Sensitive Enhancements

34 miles of
Multi-Use Trail

.6 miles of
Curbless Shared Streets

4.7 miles of
Primary Multimodal Corridor

6
Intersection Improvements



CURBLESS SHARED STREETS

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SUMMARY:

An emerging concept for prioritizing walking, bicycling, and transit is the conversion of existing streets and alleys into Curbless Shared Streets. Curbless Shared Streets feature a posted speed limit of 15 MPH or less and flattened curbing accompanied by traffic calming strategies that allow people to feel safe riding bicycles or scooters in the same space as slow motor vehicles and transit circulators. These streets also provide wider pedestrian frontages, separated from motor vehicles by landscape, hardscape features, bollards, or on-street parking. The intent of Curbless Shared Streets is that "out of the chaos of various modes sharing the same space, traffic will be calmed" because when people have to really pay attention to others around them, safety for everyone is increased.

Curbless Shared Streets are designed for portions of the street to be closed off to motor vehicle travel during special events and festivals. This enables people walking to easily traverse the street right-of-way without worrying about tripping hazards and allows for seamless outdoor seating, tables, and other features without the need to adjust set-ups to deal with curbs and changes in elevation.

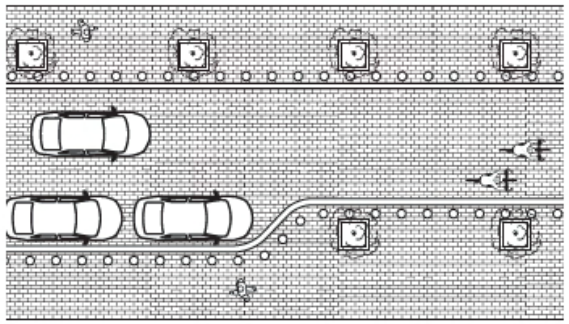
Curbless Shared Streets distinguish themselves from the well-known "Living Street" aka Dutch "Woonerf" by providing a defined space for pedestrians, while allowing the street space to be shared between cars, transit, and people riding bicycles or other micromobility or low speed vehicles. Curbless Shared Streets are often found in commercial areas and serve as 'Main Streets' or destinations within a community. Living Streets feature slow speeds of 10 MPH or less with all modes sharing the same space and are most often found in residential areas. People walking or children playing have priority and other modes yield the right-of-way.

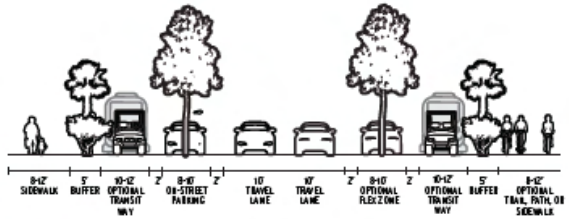


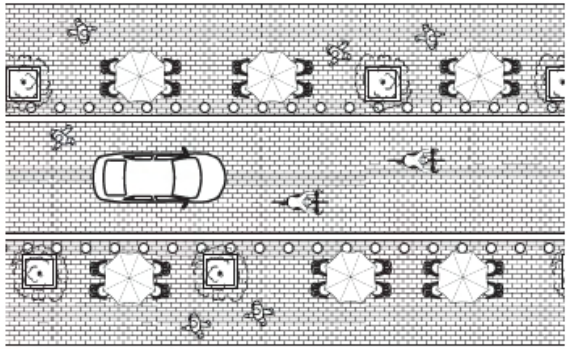
WEST PALM BEACH MOBILITY PLAN
ROSEMARY STREET

TYPICAL FEATURES:

- Removal of elevated curbs
- Materials delineate spaces
- Vehicles lanes and sidewalks feature pavers or bricks
- Streets with lower traffic volumes
- Travel speeds of 15 mph or less
- Furniture, parking, and landscaping define site visibility
- Space for vehicles is between 18' to 20' wide
- Zones for on-street deliveries, valet, pick-up & drop-off
- Retractable bollards limit vehicle access
- Streets comply with ADA standards









ALTAMONTE SPRINGS MOBILITY PLAN
CRANES ROOST





LAKE WALES MOBILITY PLAN
PARK AVENUE

Central Ave
S 2nd St
S 3rd St

Park Ave
Lake Wales, FL



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Ocean Shore Blvd (SR A1A)
Context Sensitive Enhancement
N 10th St to Moody Blvd
S 4th St to S 9th St




Ocean Shore Blvd (SR A1A)
Pedestrian District
S 2nd St to S 4th St

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City of Flagler Beach
Moody Blvd | SR 100 *Reimagined*



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City of Flagler Beach
Moody Blvd | SR 100 *Reimagined*

250 FEET

N



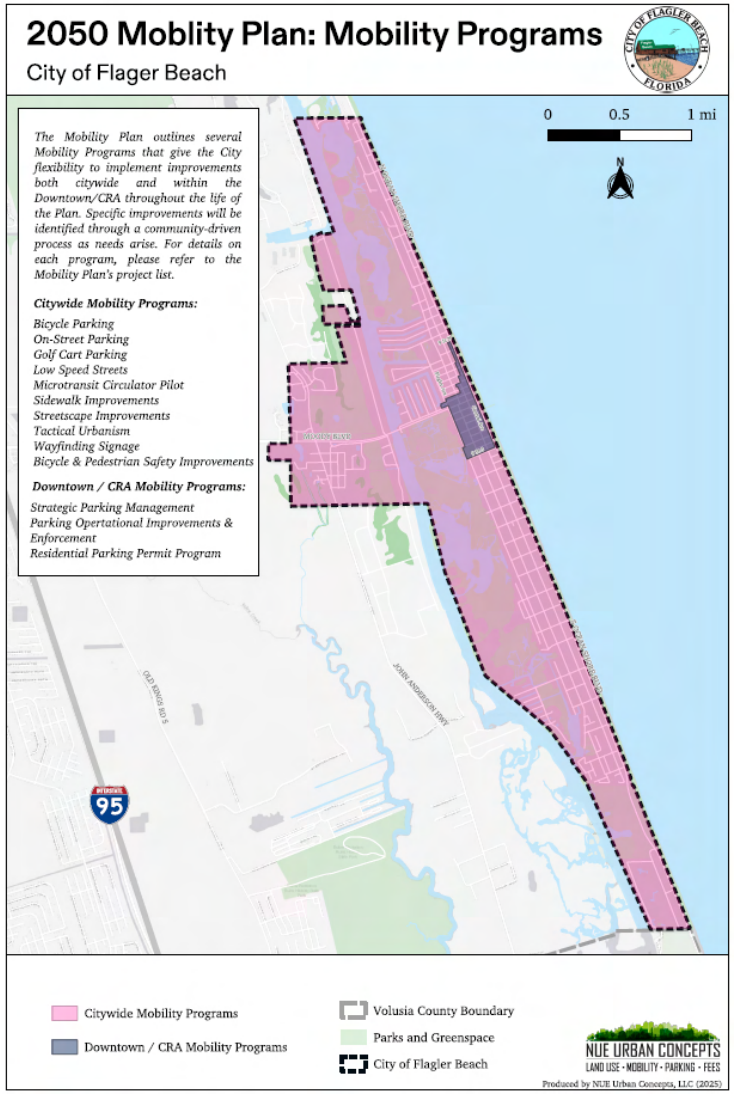
FLAGLER BEACH 2050 MOBILITY PLAN

Mobility Programs

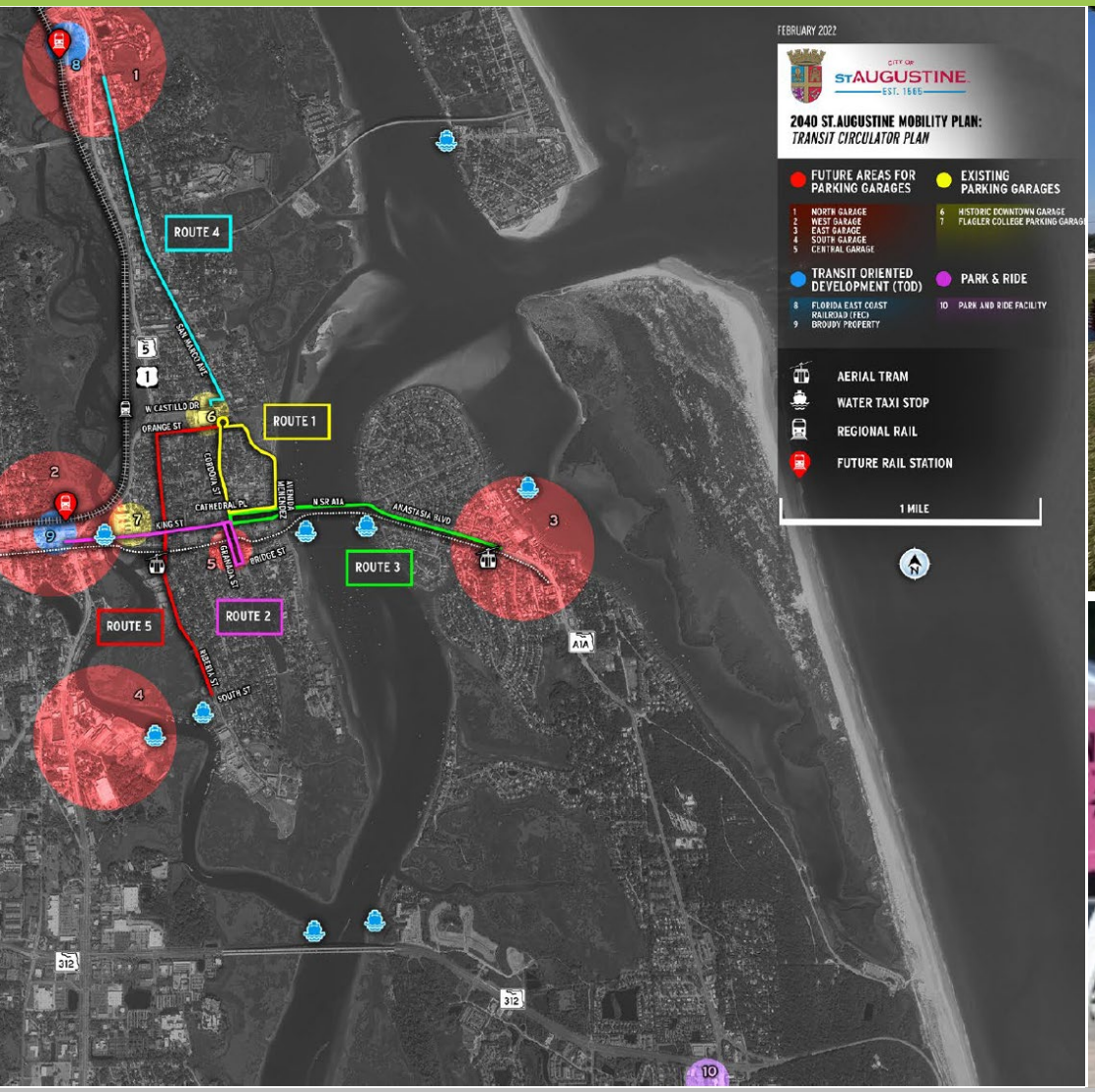
- On-Street Vehicle, Bicycle & Golf Cart Parking
- Low Speed Streets
- Microtransit Circulator Pilot
- Sidewalk Improvements
- Streetscape Improvements
- Quick Build (Tactical Urbanism)
- Wayfinding
- Bicycle & Pedestrian Safety Improvements

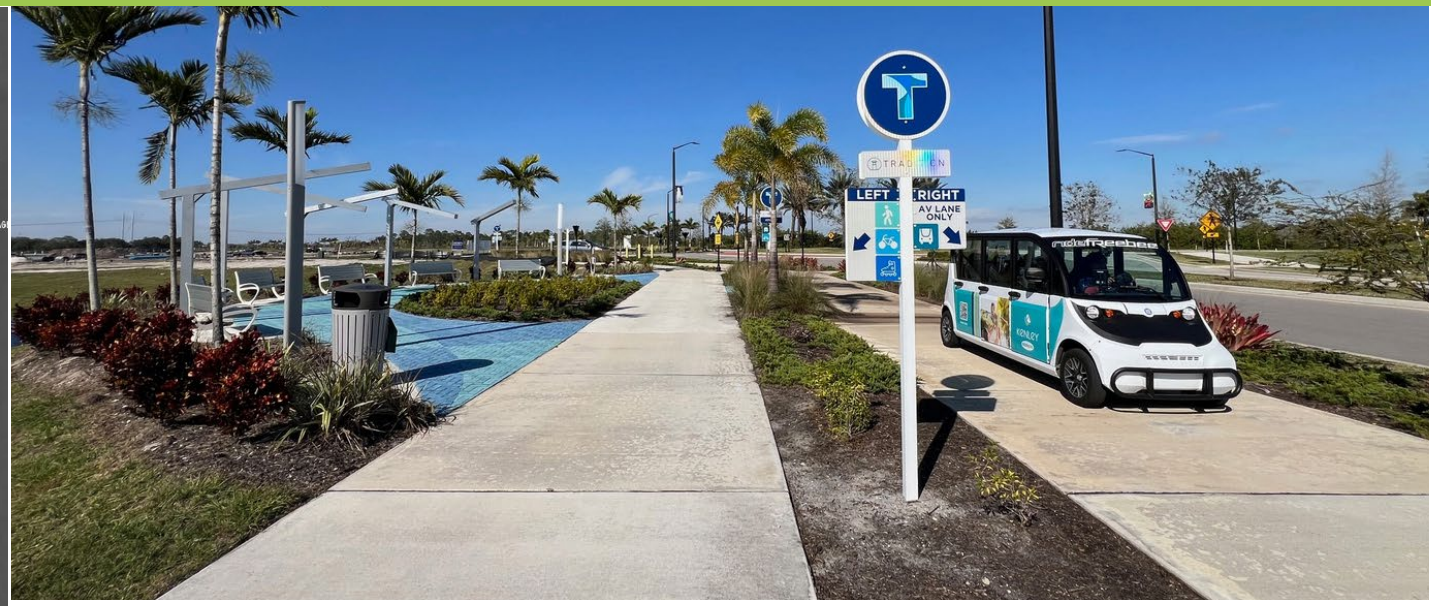
CRA

- Strategic Parking Management
- Parking Operational Improvements & Enforcement
- Residential Parking Permit



STRATEGIC PARKING MANAGEMENT







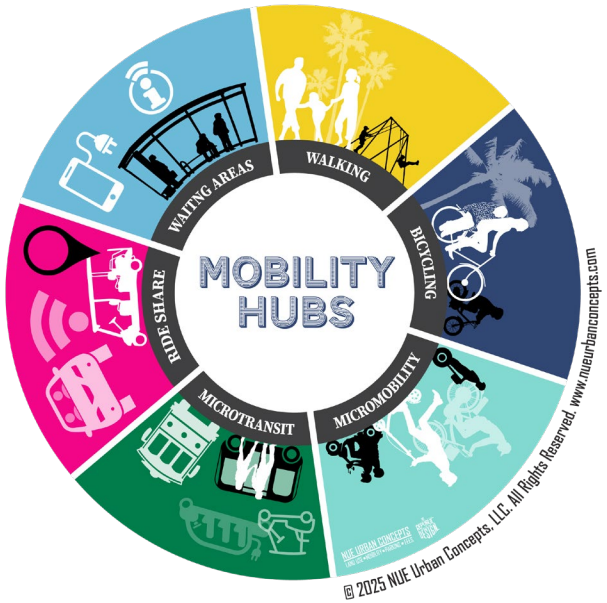


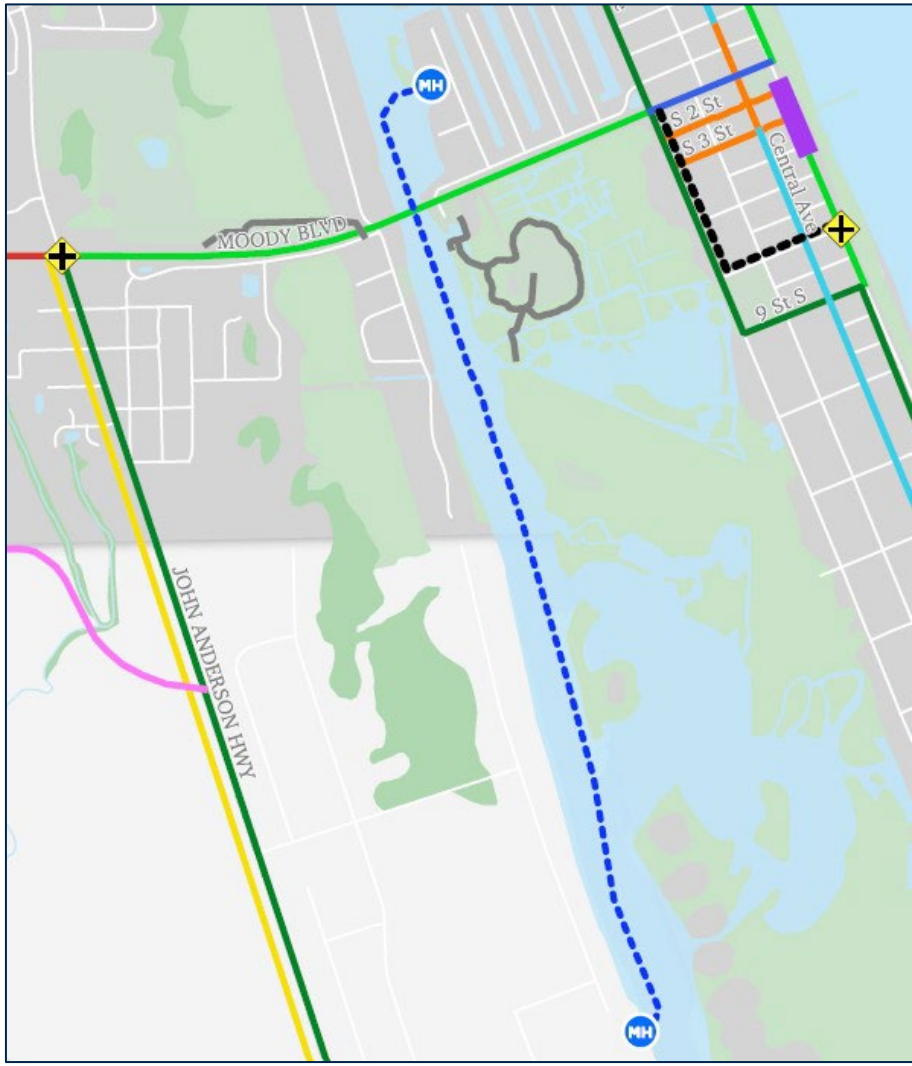
WATER TAXI & MOBILITY HUB





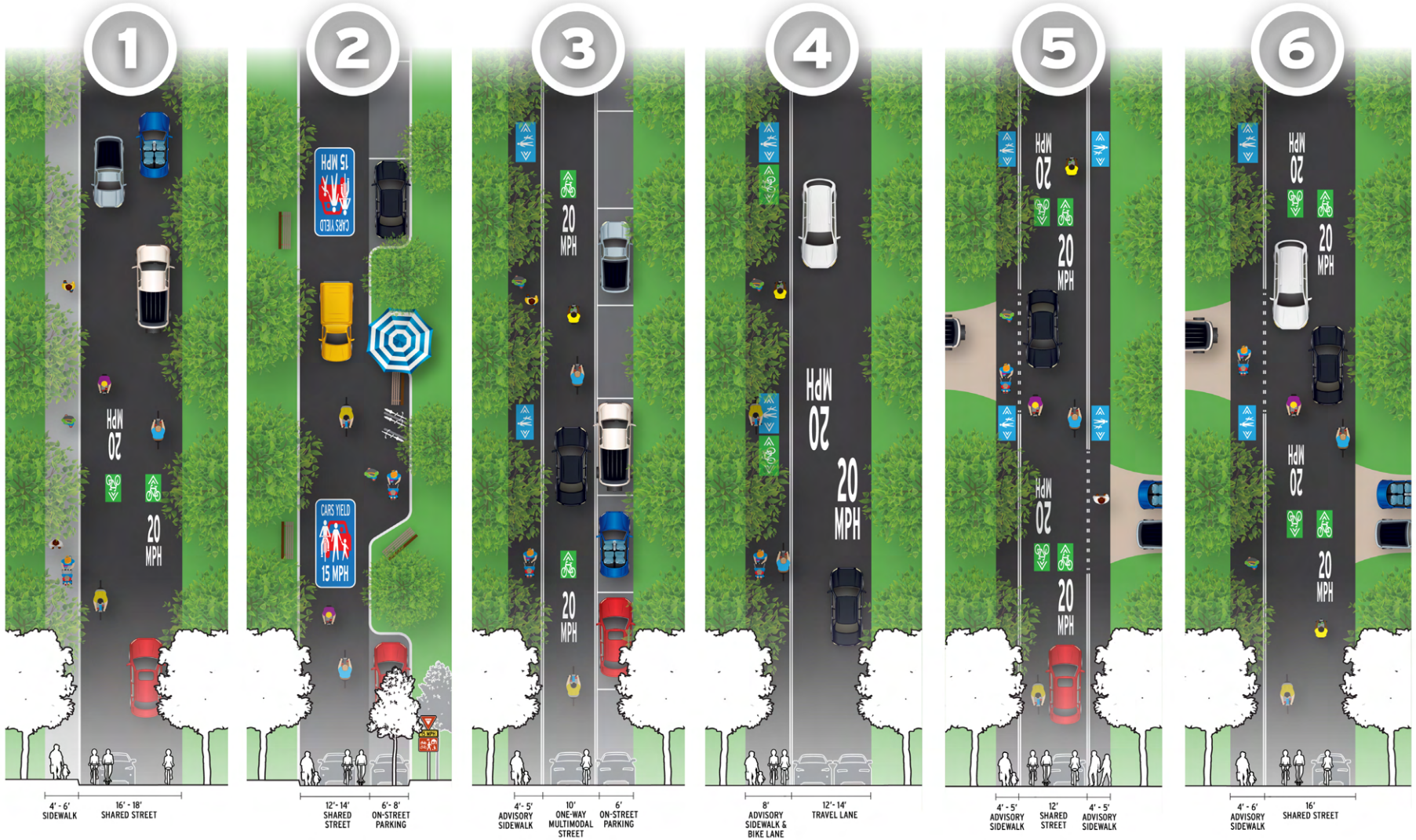






PRIMARY MULTIMODAL CORRIDOR

Central Ave



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TRAFFIC CALMING



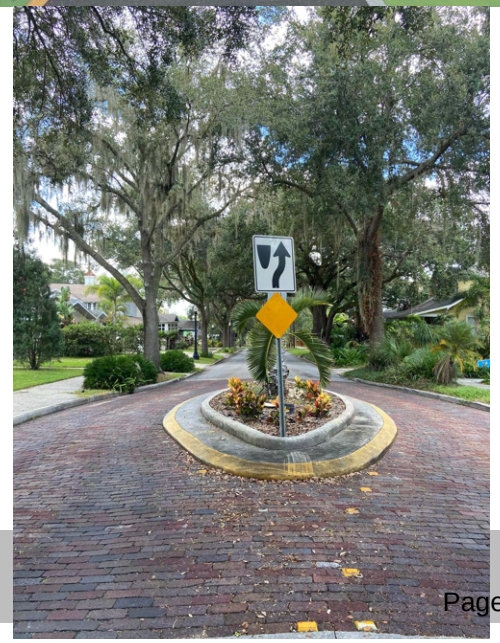












NEXT STEPS

- Feedback and direction from stakeholders meeting
- Meet with additional key stakeholders
- Update Mobility Plan based on direction
- Develop Mobility Fee schedule
- PARB, 1st & 2nd Readings of the Ordinance in April

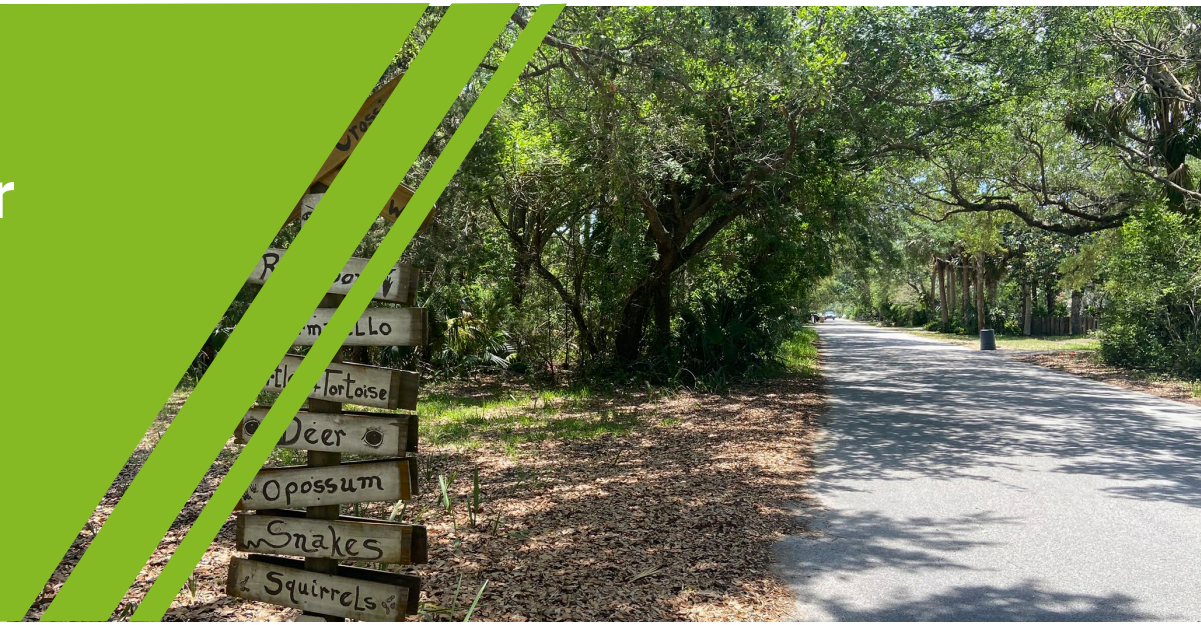
Goal for Adoption: April 23rd 2026

COMMENTS & QUESTIONS

Lauren Rushing, AICP | Project Manager

lauren@ nueurbanconcepts.com

www.nueurbanconcepts.com



NUE URBAN CONCEPTS

LAND USE · MOBILITY · PARKING · FEES

MEMO

To: Lupita McClenning, City Planning - City of Flagler Beach

From: Lauren Rushing, AICP – NUE Urban Concepts

CC: Jonathan Paul, AICP – NUE Urban Concepts

Date: December 12th, 2025

Stakeholder Meeting for the Draft City of Flagler Beach 2050 Mobility Plan

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In 2025, the City of Flagler Beach contracted NUE Urban Concepts, LLC (Consultant) to prepare a Mobility Plan and assist the City with adopting a mobility fee applicable to new development and redevelopment. Over the past several months, the Consultant has worked closely with City staff to evaluate existing and future transportation conditions and to develop a draft mobility plan, including a preliminary list of project recommendations.

The purpose of this memorandum is to summarize the Stakeholder Meeting held on December 9, 2025, at 10:30 AM at the Wickline Senior Center. The meeting was facilitated by Lauren Rushing, Transportation Planner and Project Manager with NUE Urban Concepts, and by the City Planner, Lupita McClenning. Invitations were distributed to property owners within the Community Redevelopment Area (CRA) as well as members of the City Commission, CRA Board, and the Planning and Architectural Review Board (PARB). Ten (10) stakeholders attended the meeting.

The objectives of the meeting were to:

1. Provide an update on the transportation evaluation conducted by the Consultant;
2. Present a preliminary list of recommended projects included in the draft Mobility Plan;
3. Receive questions, comments, and feedback to inform refinement of the draft plan.

To meet these objectives, Lauren Rushing delivered a 30-minute presentation followed by a facilitated discussion led by Lupita McClenning, Lauren Rushing, and Jonathan Paul (NUE Urban Concepts). Attendees provided meaningful feedback, voiced support for certain concepts, and raised considerations for others. The key points of stakeholder input are summarized below.





SR A1A Reconstruction

Stakeholders shared concerns regarding the proposed reconstruction of SR A1A between the northern City limits and N 10th Street, which would mirror the existing two-lane divided configuration south of S 9th Street.

- A business owner along this segment noted that her patrons currently back directly onto SR A1A when exiting parking and expressed concern that a raised median could make this maneuver more difficult.
- Several attendees expressed dissatisfaction with the current divided section south of S 9th Street, citing unattractive median landscaping and roadway patching that creates a "bumpy" driving experience.

Angled Parking on SR A1A between N 10th Street and Moody Blvd

Stakeholders noted that angled parking along this segment has been considered previously but may face environmental constraints. The Consultant informed attendees that a meeting with FDOT is being scheduled to further discuss potential improvements along SR A1A.

SR A1A Pedestrian District

One stakeholder expressed concern about the potential removal of parallel parking on the west side of the corridor. While he supported expanding pedestrian space, he emphasized that alternative parking options would need to be clearly communicated to adjacent businesses.

John Anderson Highway

A representative of Preserve Flagler Beach and Bulow Creek voiced concerns about preserving the existing character of John Anderson Highway, particularly given its designation as a Florida Scenic Highway. The stakeholder highlighted recent tree removals associated with development and asked that character protection be prioritized.

The Consultant clarified that no roadway widening is proposed—only the addition of a multi-use trail—and noted that opportunities for a scenic buffer could be explored as part of the project. City staff also mentioned that while Flagler County has discussed potential ownership of the roadway, no formal steps have been taken.

Additional comments or questions that were provided by stakeholders include:

- In favor of the Curbless Shared Street and the Primary Multimodal Corridor on Central Ave; another stakeholder asked, "what's wrong with Central Ave now? We are presently sharing"
- In favor of a water taxi
- In favor of a golf cart path of Moody Blvd bridge
- Need better crossing between north and south of Moody Blvd
- Like the option to implement quick-build/demonstration projects. Once such project could be a pilot for a traffic circle by Salty Church
- The Consultant might consider Central Ave + Daytona Ave as a multimodal one-way pair; another stakeholder doesn't like the idea of one-way streets
- Residents should not bare the burden for all improvements. No more fees, please.
- Let's change visitors for parking; Provide free decals for residents. Change all others to yearly, monthly, weekly, or day passes. Universities do this and it works! Ticket violations.
- Money is raised for maintenance and improvements in the City of Flagler Beach
- Overall speed limit should be 25mph. It gets too fast too soon heading north from Moody on A1A; safety in congested business area and residential
- Eliminate parallel parking. It is inefficient and wastes parking spots; improve parking capacity; most people are really bad parallel parkers
- Complete underground installation of the overhead powerlines on poles in the CRA district; visual, aesthetic, and safety improvement; its in the original document.

Appendix A: Stakeholder Comments

Appendix B: Meeting Sign-In Sheet

Appendix C: Stakeholder Meeting Presentation

Appendix A

Stakeholder Comments

Suggestions

What's your idea?

Complete underground installation of the overhead power lines on Poles in the CRA district.

How will your idea help?

Visual, aesthetic, and safety improvement.

Additional comments :

It's in the original document

Suggestions

What's your idea?

Eliminate parallel parking. It is inefficient and wastes parking spots.

How will your idea help?

improved parking capacity

Additional comments :

Most people are really bad parallel parkers

Suggestions

What's your idea?

Overall speed limit should be 25. It gets too fast too soon heading north from Moodgon A1A

How will your idea help?

Safety in congested business area and residential

Additional comments :

Suggestions

What's your idea?

Residents should not bear the burden for all improvements. No more fees, please. Lets charge visitors for parking.

How will your idea help?

Raise funds for the city

Additional comments :

Provide free decals for residents. Charge all others to purchase yearly, monthly, weekly, or day passes. Universities do this and

it works!
Ticket violations.
Money is raised for maintenance and improvements in the city of Flagler Beach

development where?

mobility fee?

CRA only?

Better crossing between north + South

NO ONE WAY

DOT's Plan?

NO SIGNAGE

WHAT'S WRONG WITH Central now?

WE ARE PRESENTLY SHARING

IN FAVOR OF Golf cart over bridge

YES TO WATER TAXI

Appendix B:
Meeting Sign-In Sheet

MOBILITY STUDY WORKSHOP
SIGN-IN SHEET
DECEMBER 9, 2025

NAME	EMAIL ADDRESS
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R.J. Santore	rsantore@fastmail.com
Lisa Smith	lisa@lisapsmith.com
John Cunningham	johncunningham22@gmail.com
Joseph Pozzuoli Atty	JosephEJPA Floridia.com
Casey Ryan	kcryan@cityofflaglerbeach.com
John Tanner Atty for PFBVBC	bulletkt72@gmail.com
Joann Soman	Joann@raiseyoursales.com

Appendix C:

Stakeholder Meeting Presentation

FLAGLER BEACH 2050 MOBILITY PLAN

CITY OF FLAGLER BEACH

Stakeholder Meeting

December 9th, 2025



NUE URBAN CONCEPTS

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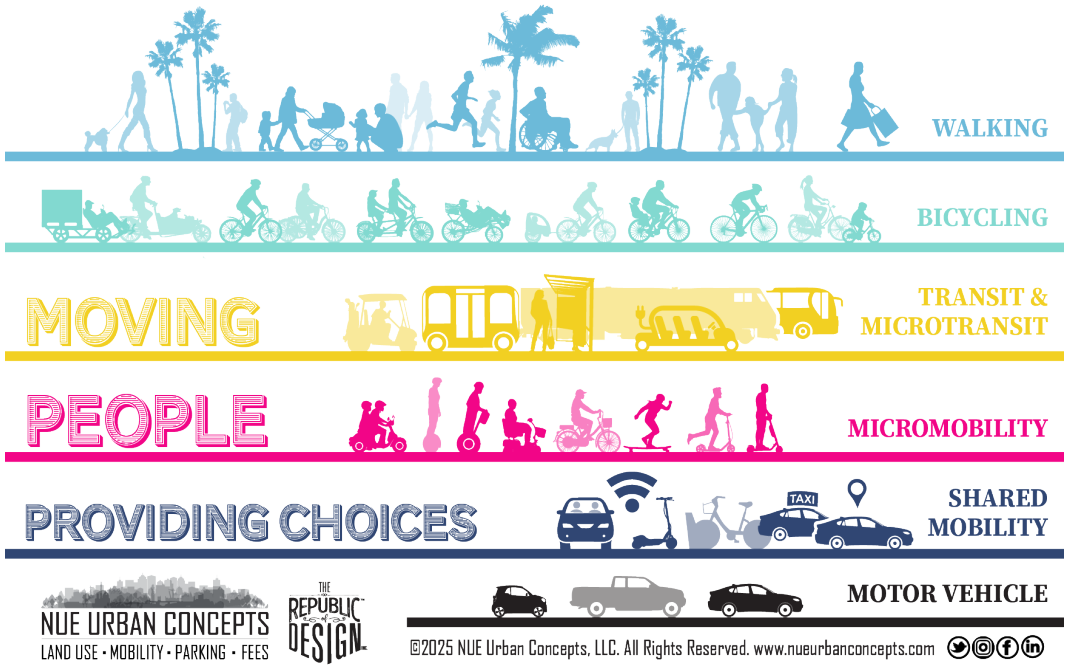
LAND USE • MOBILITY • PARKING • FEES

Jonathan B. Paul, AICP
Lauren Rushing, AICP

- 35 years of land use, transportation & impact fee/mobility fee experience
- Served as Concurrency & Impact Fee Manager for Alachua County
- Created 1st Mobility Plan & Mobility Fee in FL
- Developed more Mobility Plans & Fees (or alternative transportation systems) than any other firm in FL

WHAT IS A MOBILITY PLAN?

- Vision for the City's transportation system to transition from one focused primarily on **moving vehicles quickly** to moving people safely
- **Long-term plan** (2050 horizon)
- Identifies project needs at a high level
- Required by Florida Statute to serve as basis for development of a mobility fee
- Sets the framework for follow-on actions to be undertaken by the City



WHAT IS A MOBILITY FEE?

- Alternative to transportation concurrency & road impact fees
- One-time fee paid by (re) development
- Intended to mitigate transportation impact
- Funds variety of multimodal infrastructure
- Funds policies, programs, and services



WHY DOES FLAGLER BEACH NEED A MOBILITY PLAN & MOBILITY FEE?

- Provides **comprehensive vision** to guide capital projects and development
- Helps the City **balance growth** with **quality of life for existing residents**
- Creates a City-controlled funding mechanism
- Helps leverage alternative funding opportunities



OVERARCHING GOALS

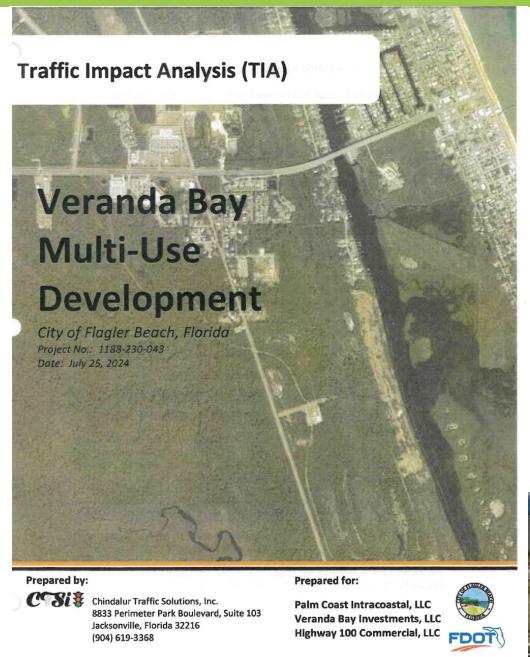
- Create a complete, connected multimodal transportation system
- Improve safety for vehicular and multimodal travel
- Prevent vehicle congestion
- Transportation framework for redevelopment
- Improve walkability in the Downtown and CRA



FLAGLER BEACH 2050 MOBILITY PLAN

Data & Document Review

- Flagler Beach Comprehensive Plan
- Downtown Master Plan
- Veranda Bay Multi-Use Development
- Moody Blvd Feasibility Study Application
- Planned State, County, LRTP projects
- GIS Data
- Site Visits
- Staff Input





DOWNTOWN MASTER PLAN
City of Flagler Beach, Florida

January 2006



TRANSPORTATION EVALUATION

Existing & Future Traffic

CITY OF FLAGLER BEACH TRAFFIC CHARACTERISTICS DATA (MOBILITY STUDY AREA)

Limits, Classification, Ownership					Roadway Characteristics									Vehicles Miles of Travel & Capacity							
Street Name	From Street	To Street	Functional Classification	Maintaining Entity	FDOT Context Classification	Travel Lanes	Speed Limit	Length (mi)	LOS Standard	AADT	Year of Count	Daily Capacity	Growth Factor	2025 DAILY TRAFFIC	2025 VMT	2025 VMC	2050 DAILY TRAFFIC	2050 VMT	2050 VMC	2025 V/C	2050 V/C
SR A1A (OCEAN SHORE BLVD)	OCEAN MARINA DR	N 13 ST	Minor Arterial	FDOT	C4	2	45	1.42	D	7,700	2024	14,080	2.00%	7,850	11,150	19,996	13,140	18,660	19,996	0.56	0.93
SR A1A (OCEAN SHORE BLVD)	N 13 ST	N 3RD ST	Minor Arterial	FDOT	C4	2	35	0.61	D	7,700	2024	14,080	2.00%	7,850	4,790	8,596	13,140	8,020	8,596	0.34	0.93
SR A1A (OCEAN SHORE BLVD)	N 3RD ST	MOODY BLVD (SR 100)	Minor Arterial	FDOT	C4	2	25	0.10	D	7,700	2024	14,080	2.00%	7,850	790	1,410	13,140	1,310	1,410	0.56	0.93
SR A1A (OCEAN SHORE BLVD)	MOODY BLVD (SR 100)	S 14 ST	Minor Arterial	FDOT	C4	2	25	0.78	D	7,000	2024	10,267	2.00%	7,960	6,210	8,010	13,320	10,390	8,010	0.78	1.30
SR A1A (OCEAN SHORE BLVD)	S 14 ST	S 25TH ST	Minor Arterial	FDOT	C3R	2	25	1.60	D	5,100	2024	17,920	2.00%	5,200	8,320	20,670	8,790	13,920	20,670	0.29	0.49
SR A1A (OCEAN SHORE BLVD)	S 25TH ST	S 25TH ST	Minor Arterial	FDOT	C3R	2	35	0.70	D	5,100	2024	17,920	2.00%	5,200	3,640	12,540	8,790	6,090	12,540	0.29	0.49
SR A1A (OCEAN SHORE BLVD)	S 25TH ST	GAMBLE ROGERS ST REC	Minor Arterial	FDOT	C3R	2	45	0.90	D	5,100	2024	17,920	2.00%	5,200	4,680	16,130	8,790	7,830	16,130	0.29	0.49
SR A1A (OCEAN SHORE BLVD)	GAMBLE ROGERS ST REC	E CENTRAL AVE	Minor Arterial	FDOT	C1	2	45	0.28	D	5,300	2024	11,200	2.00%	5,410	1,510	5,140	9,050	2,530	5,140	0.48	0.81
SR A1A (OCEAN SHORE BLVD)	CENTRAL AVE (S)	VOLUSIA CO LINE	Minor Arterial	FDOT	C3R	2	45	0.61	D	5,300	2024	17,920	2.00%	5,410	3,300	10,930	9,050	5,520	10,930	0.30	0.51
COLBERT LN	ROBERTS RD	MOODY BLVD (SR 100)	Major Collector	COUNTY	C3R	2	55	1.29	D	4,100	2024	24,640	2.00%	4,180	5,390	31,790	6,990	9,020	31,790	0.17	0.28
I-95	NORTH BOUNDARY OF MOBILITY STUDY AREA (MSA)	MOODY BLVD (SR 100)	Limited Access	FDOT	Urbanized	6	70	0.62	D	92,450	2024	191,022	2.00%	94,290	58,460	118,450	157,790	97,830	118,450	0.49	0.83
I-95	MOODY BLVD (SR 100)	SOUTH BOUNDARY OF MOBILITY STUDY AREA (MSA)	Limited Access	FDOT	Urbanized	6	70	0.46	D	86,500	2024	191,022	2.00%	88,230	40,590	87,870	147,650	67,920	87,870	0.46	0.77
JOHN ANDERSON HWY (CR 201)	MOODY BLVD (SR 100)	AVE A	Minor Collector	COUNTY	C3R	2	55	0.33	D	1,450	2024	24,640	2.00%	1,480	490	8,130	2,480	820	8,130	0.06	0.10
JOHN ANDERSON HWY (CR 201)	AVE A	VOLUSIA CO LINE	Minor Collector	COUNTY	C3R	2	45	3.60	D	1,450	2024	16,128	2.00%	1,480	5,330	58,660	2,480	8,930	58,660	0.09	0.15
LAMBERT AVE	CENTER OF CUL-DE-SAC	PALM DR	Minor Collector	CITY	C3R	2	35	1.48	D	600	2024	12,544	2.00%	610	900	10,570	1,020	1,510	10,570	0.05	0.08
OLD KINGS RD	NORTH BOUNDARY OF MOBILITY STUDY AREA (MSA)	MOODY BLVD (SR 100)	Minor Arterial	CITY	C3R	4	45	0.71	D	9,300	2024	35,249	2.00%	9,380	6,660	25,030	15,790	11,150	25,030	0.27	0.45
OLD KINGS RD	MOODY BLVD	CRAIG FLAGLER PALMS FUNERAL HOME	Major Collector	COUNTY	C3C	2	45	0.52	D	3,300	2024	10,530	2.00%	3,370	1,750	10,160	5,640	3,030	10,160	0.17	0.29
MOODY BLVD (SR 100)	I-95	OLD KINGS RD	Principal Arterial	FDOT	C3C	4	45	0.31	D	29,000	2024	38,430	2.00%	29,580	9,170	11,910	46,590	15,350	11,910	0.77	1.29
MOODY BLVD (SR 100)	OLD KINGS RD	COLBERT LN	Principal Arterial	FDOT	C3C	4	55	1.54	D	23,649	2024	46,670	2.00%	24,120	37,140	72,330	40,360	62,150	72,330	0.51	0.86
MOODY BLVD (SR 100)	COLBERT LN	BEACH VILLAGE HWY	Principal Arterial	FDOT	C3C	4	45	0.31	D	16,000	2024	38,430	2.00%	16,360	17,630	36,890	30,720	29,490	36,890	0.48	0.80
MOODY BLVD (SR 100)	BEACH VILLAGE HWY	JOHN ANDERSON HWY (CR 201)	Principal Arterial	FDOT	C3C	4	55	0.16	D	16,000	2024	38,430	2.00%	16,360	3,860	8,070	30,720	6,450	8,070	0.48	0.80
MOODY BLVD (SR 100)	BEACH VILLAGE HWY	S FLAGLER AVE	Principal Arterial	FDOT	C3R	4	45	0.96	D	16,000	2024	30,165	2.00%	16,360	3,860	8,220	30,720	6,450	8,220	0.47	0.78
MOODY BLVD (SR 100)	S FLAGLER AVE	SR A1A (OCEAN SHORE BLVD)	Principal Arterial	FDOT	C2T	4	35	0.21	D	14,900	2024	31,490	2.00%	15,200	3,190	6,590	25,440	5,340	6,590	0.48	0.81
PALM DR	MOODY BLVD (SR 100)	PALM DR	Minor Collector	CITY	C3R	2	25	0.42	D	1,150	2024	11,200	2.00%	1,170	490	4,790	1,960	820	4,790	0.10	0.17
ROBERTS RD	COLBERT LN	MOODY BLVD (SR 100)	Minor Collector	COUNTY	C3C	2	35	1.51	D	1,450	2024	15,190	2.00%	1,480	2,230	22,940	2,480	3,740	22,940	0.10	0.16

Source: Traffic data provided by Florida Department of Transportation. LOS Standards based on City of Flagler Beach and Flagler County adopted Comprehensive Plans. Daily Capacity based on FDOT Generalized Service Tables. Growth factors based on FDOT Travel Analysis Spreadsheet. VMT is length x AADT. VMC is length x Daily Capacity. 2045 AADT and VMT derived by applying growth rates.



	B	C	D	E
2 Lane	*	*	17,600	24,000
4 Lane	*	24,400	36,100	40,800
6 Lane	*	44,700	56,800	60,400
8 Lane	*	52,300	66,900	70,900

	B	C	D	E
2 Lane	*	*	13,900	21,800
4 Lane	*	26,100	38,300	43,000
6 Lane	*	28,400	53,900	62,800
8 Lane	*	58,800	71,900	73,600

No existing traffic deficiencies & no future deficiencies beyond what is already planned for

TRANSPORTATION EVALUATION

Quality of Service & Multimodal Inventory

CITY OF FLAGLER BEACH MULTIMODAL QUALITY OF SERVICE (QOS) EVALUATION

Street Name	From Street	To Street	Functional Classification	Maintaining Entity	FDOT Context Classification	Travel Lanes	Speed Limit	Length (mi)	Median Type	Street QOS	Off-Street Multimodal Facility	Separation/Physical Barrier	Off-Street Multimodal QOS	On-Street Multimodal Facility	On-Street Multimodal QOS
SR A1A (OCEAN SHORE BLVD)	OCEAN MARINA DR	N 13 ST	Minor Arterial	FDOT	C4	2	45	1.42	None	E	8' Trail	Grass Buffer	B	Paved Shoulder	E
SR A1A (OCEAN SHORE BLVD)	N 13 ST	N 3RD ST	Minor Arterial	FDOT	C4	2	35	0.61	None	D	8' Trail	Grass Buffer	B	Paved Shoulder	E
SR A1A (OCEAN SHORE BLVD)	N 3RD ST	MOODY BLVD (SR 100)	Minor Arterial	FDOT	C4	2	25	0.1							
SR A1A (OCEAN SHORE BLVD)	MOODY BLVD (SR 100)	S 14 ST	Minor Arterial	FDOT	C4	2	25	0.7							
SR A1A (OCEAN SHORE BLVD)	S 14 ST	S 20TH ST	Minor Arterial	FDOT	C3R	2	25	1.6							
SR A1A (OCEAN SHORE BLVD)	S 20TH ST	S 25TH ST	Minor Arterial	FDOT	C3R	2	35	0.7							
SR A1A (OCEAN SHORE BLVD)	S 25TH ST	GAMBLE ROGERS ST REC	Minor Arterial	FDOT	C3R	2	45	0.9							
SR A1A (OCEAN SHORE BLVD)	GAMBLE ROGERS ST REC	S CENTRAL AVE	Minor Arterial	FDOT	C1	2	45	0.2							
SR A1A (OCEAN SHORE BLVD)	CENTRAL AVE (S)	VOLUSIA CO LINE	Minor Arterial	FDOT	C3R	2	45	0.6							
COLBERT LN	ROBERTS RD	MOODY BLVD (SR 100)	Major Collector	COUNTY	C3R	2	55	1.2							
JOHN ANDERSON HWY (CR 201)	MOODY BLVD (SR 100)	AVE A	Minor Collector	COUNTY	C3R	2	55	0.3							
JOHN ANDERSON HWY (CR 201)	AVE A	VOLUSIA CO LINE	Minor Collector	COUNTY	C3R	2	45	3.6							
LAMBERT AVE	CENTER OF CUL-DE-SAC	PALM DR	Minor Collector	CITY	C3R	2	35	1.4							
OLD KINGS RD	NORTH BOUNDARY OF MOBILITY STUDY AREA (MSA)	MOODY BLVD (SR 100)	Minor Arterial	CITY	C3R	4	45	0.7							
OLD KINGS RD	MOODY BLVD	CRAIG FLAGLER PALMS FUNERAL HOME	Major Collector	COUNTY	C3C	2	45	0.5							
MOODY BLVD (SR 100)	I-95	OLD KINGS RD	Principal Arterial	FDOT	C3C	4	45	0.3							
MOODY BLVD (SR 100)	OLD KINGS RD	COLBERT LN	Principal Arterial	FDOT	C3C	4	55	1.5							
MOODY BLVD (SR 100)	COLBERT LN	BEACH VILLAGE HWY	Principal Arterial	FDOT	C3C	4	45	0.3							
MOODY BLVD (SR 100)	BEACH VILLAGE HWY	JOHN ANDERSON HWY (CR 201)	Principal Arterial	FDOT	C3C	4	55	0.1							
MOODY BLVD (SR 100)	JOHN ANDERSON HWY (CR 201)	S FLAGLER AVE	Principal Arterial	FDOT	C3R	4	45	0.9							
MOODY BLVD (SR 100)	S FLAGLER AVE	SR A1A (OCEAN SHORE BLVD)	Principal Arterial	FDOT	C2T	4	35	0.2							
PALM DR	MOODY BLVD (SR 100)	PALM DR	Minor Collector	CITY	C3R	2	25	0.4							
ROBERTS RD	COLBERT LN	MOODY BLVD (SR 100)	Minor Collector	COUNTY	C3C	2	35	1.1							

Note: Quality of Service based on proposed Quality of Service standards developed by NUE Urban Concepts, LLC. Identified off-street or on-street multimodal facilities represents the presence of a facility on at least one side of the street. The width of on-street and off-street multimodal represent the widest observed width visibility pavement markings.

MOVING TOWARDS VISION ZERO

CITY OF FLAGLER BEACH
STREET
QUALITY OF SERVICE (QOS) STANDARDS

STREET QUALITY OF SERVICE (QOS) STANDARDS

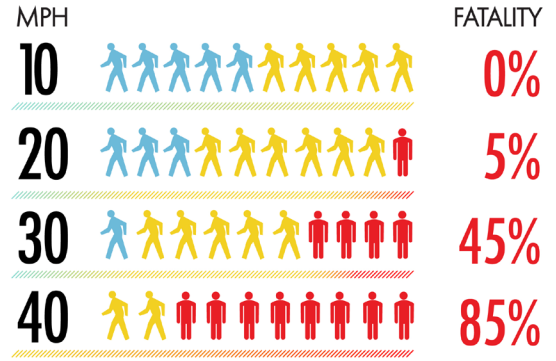
INTENT:
POSTED SPEED = DESIGN SPEED

	CITYWIDE POSTED SPEED LIMIT	APPROPRIATE LOCATIONS
QUALITY OF SERVICE (QOS) A*	SPEED LIMIT 20	LOCAL AND RESIDENTIAL STREETS, ALONG WITH SELECT COLLECTORS WITH RIGHT-OF-WAY MODIFICATIONS TO SLOW VEHICLE SPEEDS
QUALITY OF SERVICE (QOS) B	SPEED LIMIT 25	LOCAL AND RESIDENTIAL STREETS, ALONG WITH SELECT ARTERIALS AND COLLECTORS WITH RIGHT-OF-WAY MODIFICATIONS TO SLOW VEHICLE SPEEDS
QUALITY OF SERVICE (QOS) C	SPEED LIMIT 30	MAJOR COLLECTORS AND MINOR ARTERIALS, SELECT MINOR COLLECTORS AND PRINCIPAL ARTERIALS
QUALITY OF SERVICE (QOS) D	SPEED LIMIT 35	SELECT COLLECTORS, ARTERIALS
QUALITY OF SERVICE (QOS) E**	SPEED LIMIT 40 +	PRINCIPAL ARTERIALS, LIMITED ACCESS ROADS, SELECT ARTERIALS AND RURAL HIGHWAYS (ARTERIAL OR COLLECTOR)

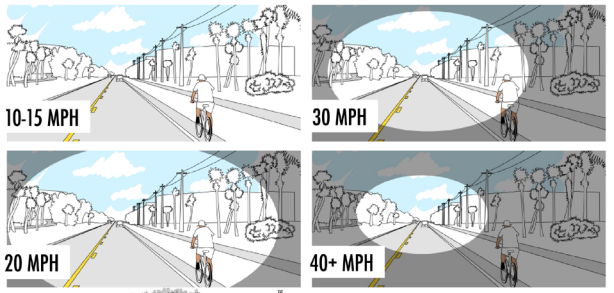
* POSTED SPEED LIMIT IS MAXIMUM, LOWER SPEEDS WOULD ALSO BE QOS A
** POSTED SPEED LIMIT IS MINIMUM, HIGHER SPEEDS WOULD ALSO BE QOS E

SOURCE: QOS STANDARDS ESTABLISHED BY NUE URBAN CONCEPTS, LLC
QOS STANDARDS WORK IN CONJUNCTION WITH AREAWIDE ROADWAY LEVEL OF SERVICE STANDARDS. QOS STANDARDS ARE INTENDED TO ALLOW FOR LOWERING VEHICLE SPEEDS AND INCREASING FLEXIBILITY TO DESIGN ROADS AT THE DESIRED SPEED OF TRAVEL (POSTED SPEED) VS TRADITIONAL APPROACHES USING 85TH PERCENTILE SPEED OR THE ACTUAL OR ANTICIPATED SPEED OF TRAVEL. QOS STANDARDS ARE APPLICABLE AS PART OF AN OVERALL VISION ZERO OR SAFER STREETS PROGRAM AT A NEIGHBORHOOD, DESIGNATED AREA, OR COMMUNITY WIDE SCALE.
SEE ADOPTED 2045 MOBILITY PLAN FOR FURTHER USE OF QOS STANDARDS

AS SPEED INCREASES, SO DOES THE RISK OF DYING IN A CRASH



HIGHER SPEEDS REDUCE NOT ONLY THE SIGHT DISTANCE BUT ALSO THE REACTION TIME A DRIVER NEEDS TO AVOID A COLLISION.



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TRANSPORTATION EVALUATION

Quality of Service & Multimodal Inventory

MOVING TOWARDS VISION ZERO

CITY OF FLAGLER BEACH

OFF-STREET MULTIMODAL QUALITY OF SERVICE (QOS) FOR BICYCLING & WALKING

FACILITY TYPE	ROW ELEMENTS (SEE NOTES FOR ROW WITH MULTIPLE FEATURES)				
OFF-STREET MULTIMODAL	LIMITED SEPARATION	LANDSCAPE STREET TREES	ON-STREET PARKING OR PHYSICAL BARRIER	GRASS OR LANDSCAPE BUFFER	SPEED LIMIT 25 MPH OR LESS
PATH, SIDEWALK, OR TRAIL (10' WIDE OR MORE)	B	A	A	A	A
PATH, SIDEWALK, OR TRAIL (8' WIDE)	C	B	B	B	B
PATH OR SIDEWALK (6' TO 7' WIDE)	D	C	C	C	C
SIDEWALK (5' WIDE OR LESS)	E	D	D	D	D

SOURCE: QOS STANDARDS ESTABLISHED BY NUE URBAN CONCEPTS, LLC
INTENT: MEASURE PERFORMANCE OF MULTIMODAL IMPROVEMENTS OVER TIME.

NOTES: THE PRESENCE OF TWO ROW ELEMENTS, EXCEPT FOR LIMITED SEPARATION, SUCH AS ON-STREET PARKING AND STREET TREES WOULD RESULT IN AN INCREASE IN ONE ADDITIONAL LETTER GRADE. FOR EXAMPLE, A TEN (10) FOOT WIDE PATH WITH STREET TREES AND ON-STREET PARKING WOULD RESULT IN A QOS OF "A". THE PRESENCE OF THREE OR MORE ROW ELEMENTS, EXCEPT FOR LIMITED SEPARATION, SUCH AS A FIVE (5) FOOT SIDEWALK, WITH A LANDSCAPE BUFFER AND A POSTED SPEED LIMIT OF 25 MPH WOULD RESULT IN A QOS OF "C", OR AN INCREASE OF TWO LETTER GRADES.

PHYSICAL BARRIER INCLUDES ANY TYPE OF PERMANENT, PHYSICAL VERTICAL SEPARATION. GRASS BUFFER MUST BE AT LEAST FIVE (5) FEET IN WIDTH BETWEEN VEHICLE TRAVEL LANES AND THE FACILITY. LANDSCAPE INCLUDES VERTICAL LANDSCAPE ELEMENTS THAT WOULD PROVIDE A DEGREE OF PROTECTION FOR MULTIMODAL USERS.

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MOVING TOWARDS VISION ZERO

CITY OF FLAGLER BEACH

ON-STREET MULTIMODAL QUALITY OF SERVICE (QOS) FOR BICYCLING & MICROMOBILITY

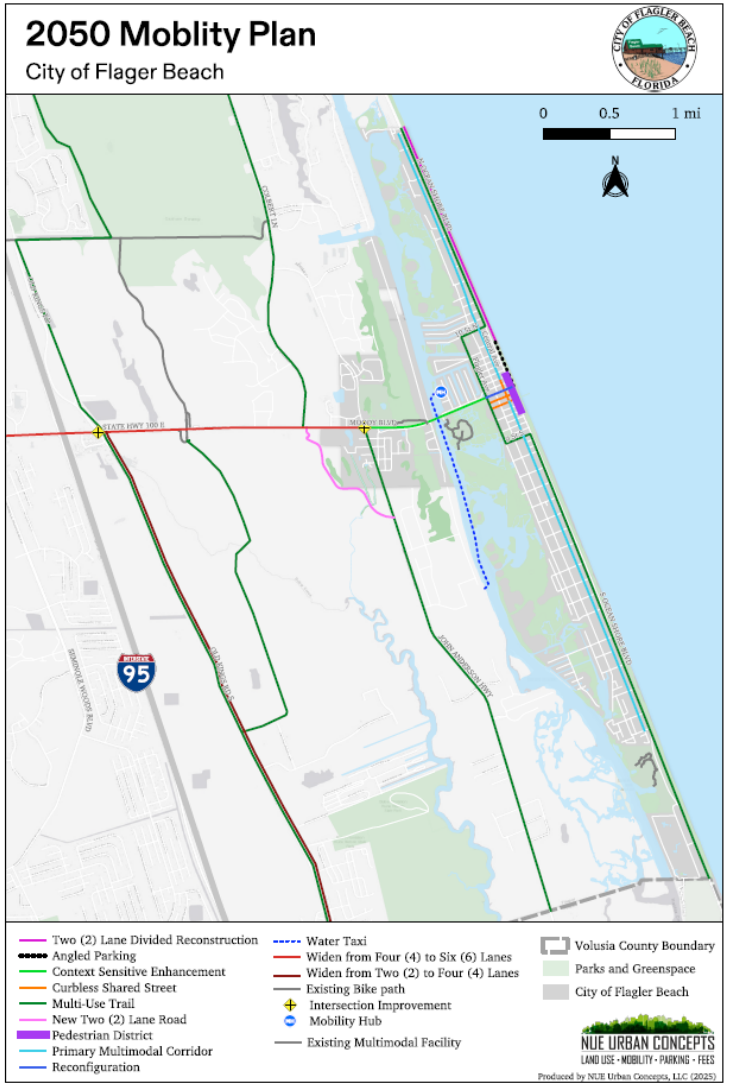
FACILITY TYPE	ROW ELEMENTS (SEE NOTES FOR ROW WITH MULTIPLE FEATURES)				
ON-STREET MULTIMODAL	NO OR LIMITED SEPARATION (GRASS BUFFER < 5' WIDE)	PROTECTED	BUFFERED	ENHANCED VISIBILTY MARKINGS	SPEED LIMIT 25 MPH OR LESS
BICYCLE LANE (6' WIDE OR MORE)	B	A	A	A	C
BICYCLE LANE (5' WIDE)	C	A	B	B	B
BICYCLE LANE (4' WIDE)	D	B	C	C	C
PAVED SHOULDER (AKA UNDESIGNATED BICYCLE LANE)	E	--	--	D	C
BICYCLE BOULEVARD/ SHARED STREET	E	--	--	D	C
CURBLESS SHARED STREET	A	--	--	--	--

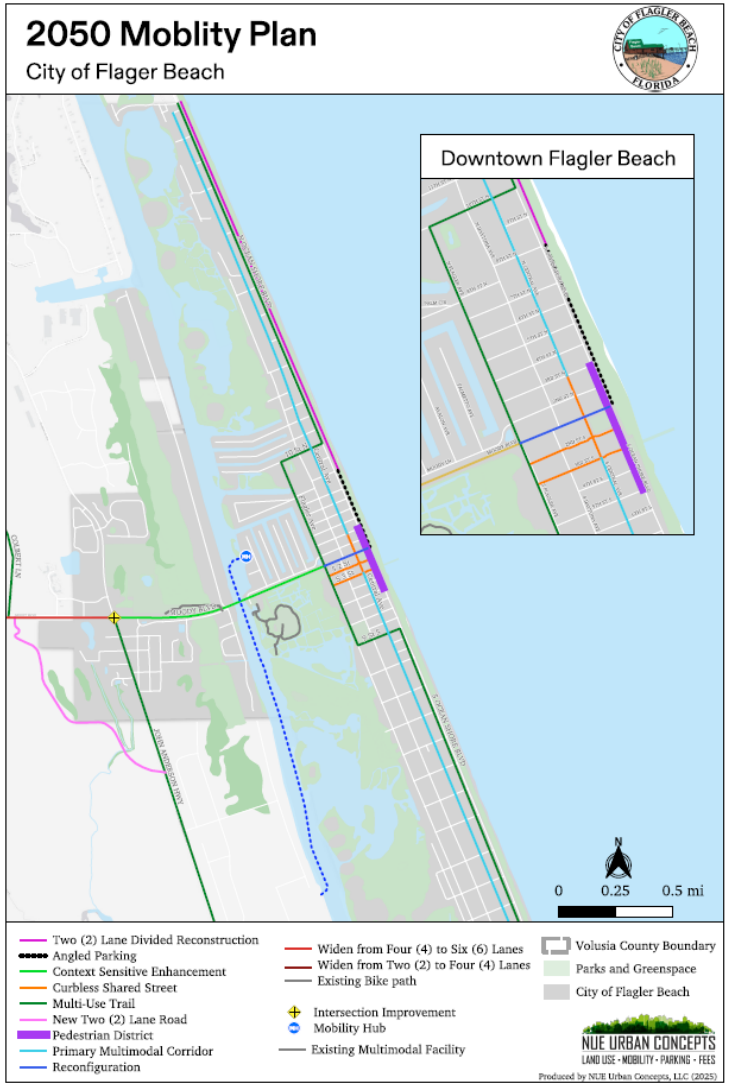
SOURCE: QOS STANDARDS ESTABLISHED BY NUE URBAN CONCEPTS, LLC
INTENT: MOBILITY PLANNING AND MEASURING PERFORMANCE OF MULTIMODAL PROJECTS OVER TIME.
PROTECTED: INCLUDES PERMANENT SEPARATION VIA VERTICAL ELEMENTS SUCH AS CURBING (RAISED BICYCLE LANES OR CYCLE TRACKS), CONCRETE BARRIERS, OR ON-STREET PARKING.
BUFFERED: MINIMUM OF DOUBLE 6" WHITE EDGE LINES SEPARATING THE BIKE LANE FROM ADJACENT TRAVEL LANES. IDEALLY BUFFER IS AT LEAST 3' WIDE (40 MPH OR FASTER) OR 2' WIDE (30 MPH TO 35 MPH). FLEX POST, RAISED PAVEMENT MARKINGS, OR VERTICAL DEFLECTION BARRIERS SHOULD BE PROVIDED WHERE FEASIBLE.
ENHANCED VISIBILITY: USE OF GREEN PAINT, PAVEMENT MARKINGS, CONTRAST BOX BEHIND SHARROWS AND BICYCLE SYMBOLS, ON-STREET MARKINGS WITH SPEED LIMITS OR SHARE THE ROAD.
NOTES: THE PRESENCE OF TWO OR MORE ROW FEATURES, EXCEPT FOR LIMITED SEPARATION, WOULD RESULT IN AN INCREASE ON ONE ADDITIONAL LETTER GRADE.

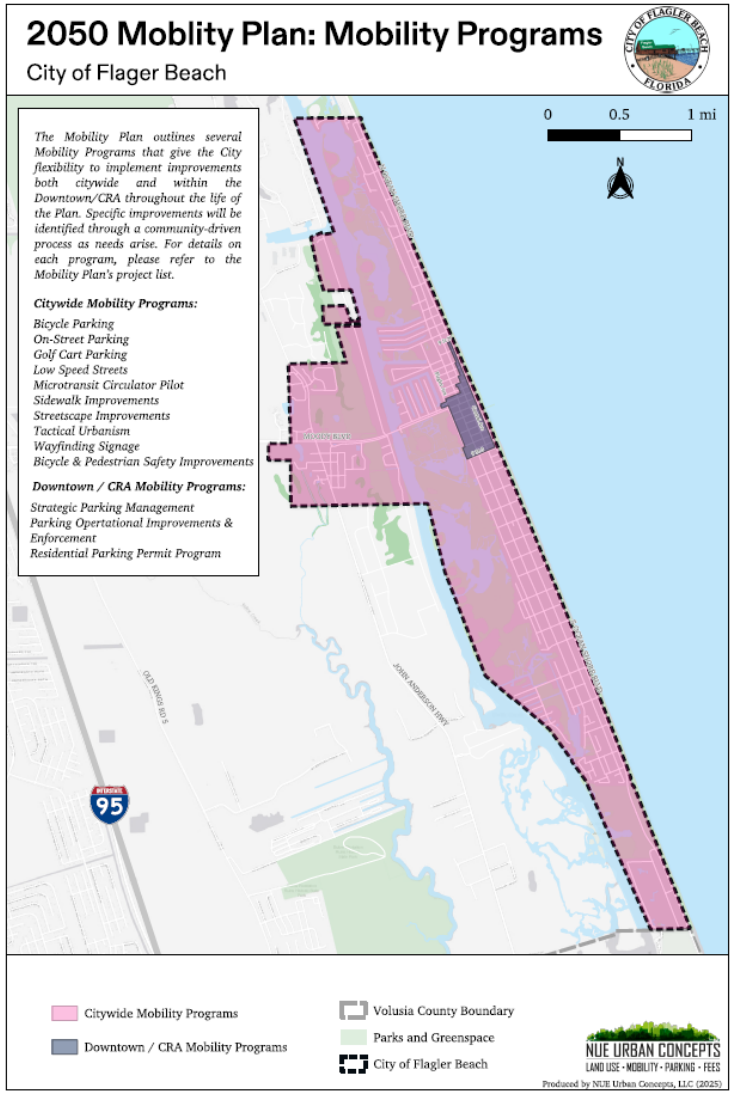
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FLAGLER BEACH 2050 MOBILITY PLAN DRAFT







FLAGLER BEACH 2050 MOBILITY PLAN

0.28 miles of **SR A1A Pedestrian District**

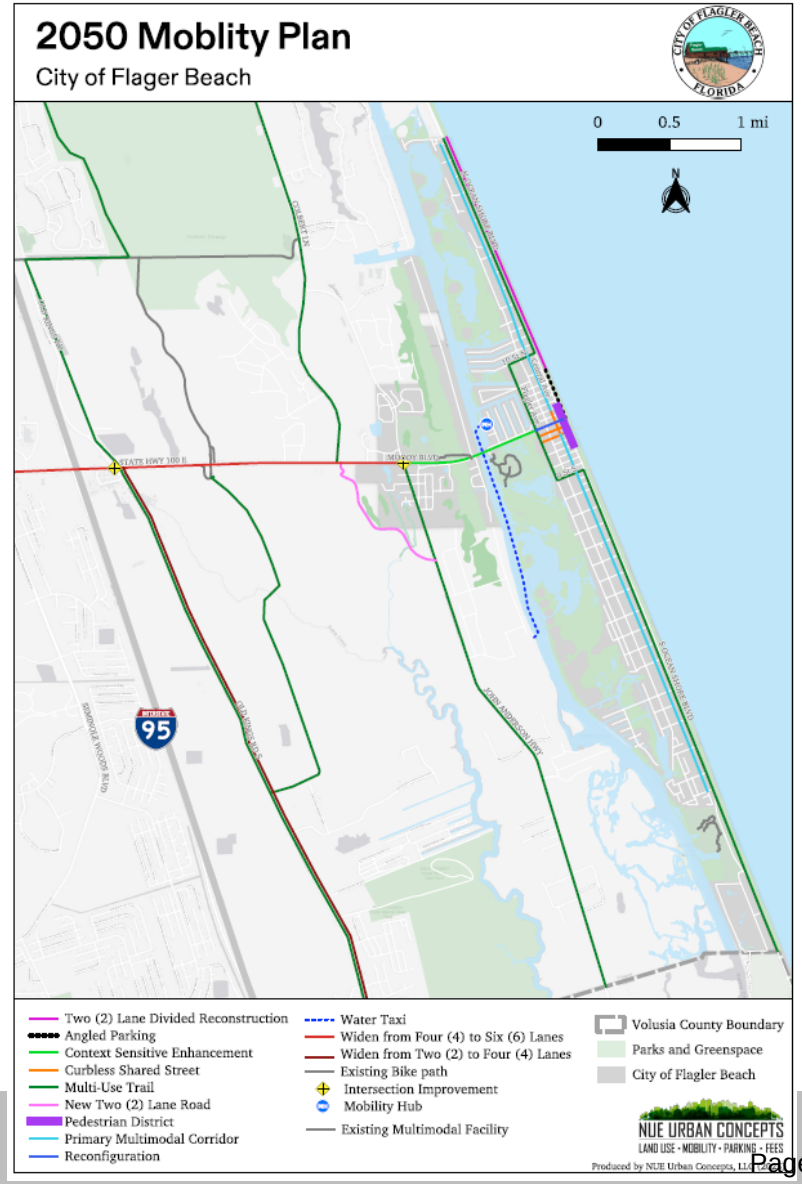
1.76 miles of **SR A1A Reconstruction**

34 miles of **Multi-Use Trail**

.6 miles of **Curbless Shared Streets**

4.7 miles of **Primary Multimodal Corridor**

2 **Intersection Improvements**



CURBLESS SHARED STREETS

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SUMMARY:

An emerging concept for prioritizing walking, bicycling, and transit is the conversion of existing streets and alleys into Curbless Shared Streets. Curbless Shared Streets feature a posted speed limit of 15 MPH or less and flattened curbing accompanied by traffic calming strategies that allow people to feel safe riding bicycles or scooters in the same space as slow motor vehicles and transit circulators. These streets also provide wider pedestrian frontages, separated from motor vehicles by landscape, hardscape features, bollards, or on-street parking. The intent of Curbless Shared Streets is that "out of the chaos of various modes sharing the same space, traffic will be calmed" because when people have to really pay attention to others around them, safety for everyone is increased.

Curbless Shared Streets are designed for portions of the street to be closed off to motor vehicle travel during special events and festivals. This enables people walking to easily traverse the street right-of-way without worrying about tripping hazards and allows for seamless outdoor seating, tables, and other features without the need to adjust set-ups to deal with curbs and changes in elevation.

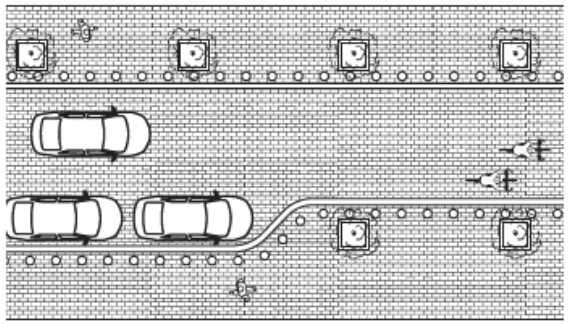
Curbless Shared Streets distinguish themselves from the well-known "Living Street" aka Dutch "Woonerf" by providing a defined space for pedestrians, while allowing the street space to be shared between cars, transit, and people riding bicycles or other micromobility or low speed vehicles. Curbless Shared Streets are often found in commercial areas and serve as 'Main Streets' or destinations within a community. Living Streets feature slow speeds of 10 MPH or less with all modes sharing the same space and are most often found in residential areas. People walking or children playing have priority and other modes yield the right-of-way.

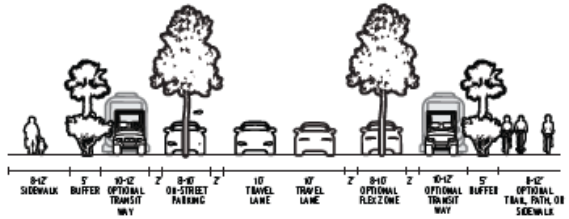


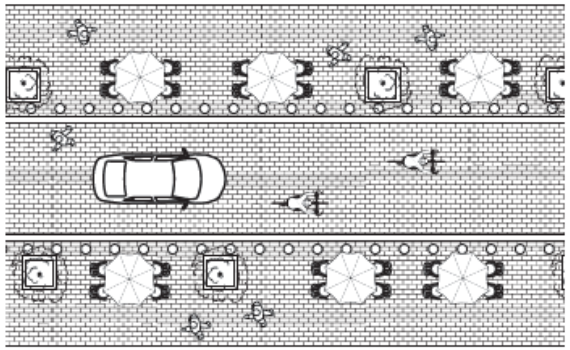
WEST PALM BEACH MOBILITY PLAN
ROSEMARY STREET

TYPICAL FEATURES:

- Removal of elevated curbs
- Materials delineate spaces
- Vehicles lanes and sidewalks feature pavers or bricks
- Streets with lower traffic volumes
- Travel speeds of 15 mph or less
- Furniture, parking, and landscaping define site visibility
- Space for vehicles is between 18' to 20' wide
- Zones for on-street deliveries, valet, pick-up & drop-off
- Retractable bollards limit vehicle access
- Streets comply with ADA standards









ALTAMONTE SPRINGS MOBILITY PLAN
CRANES ROOST





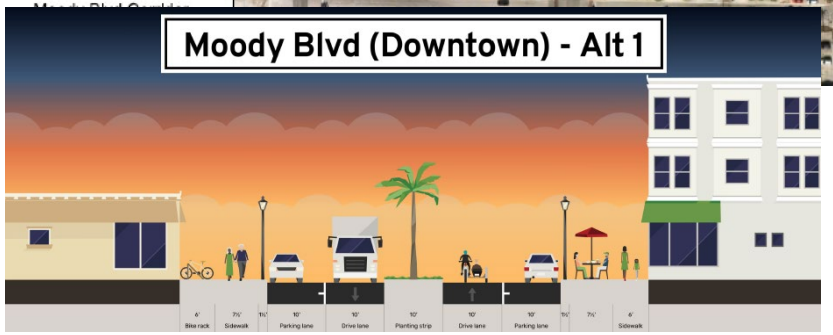
LAKE WALES MOBILITY PLAN
PARK AVENUE

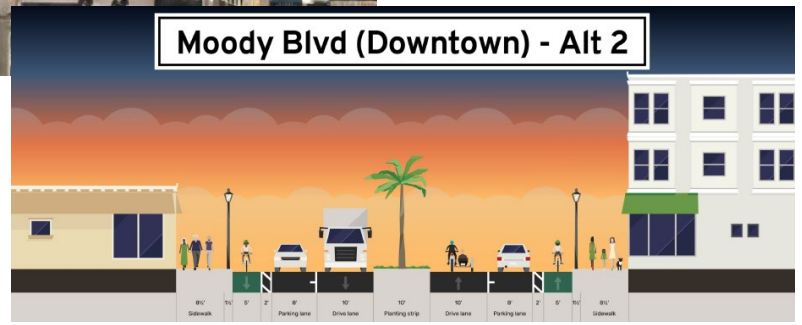
Central Ave
S 2nd St
S 3rd St

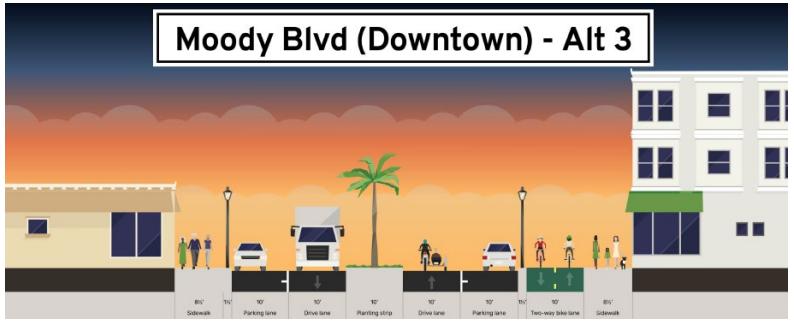
MOODY BLVD RECONFIGURATION





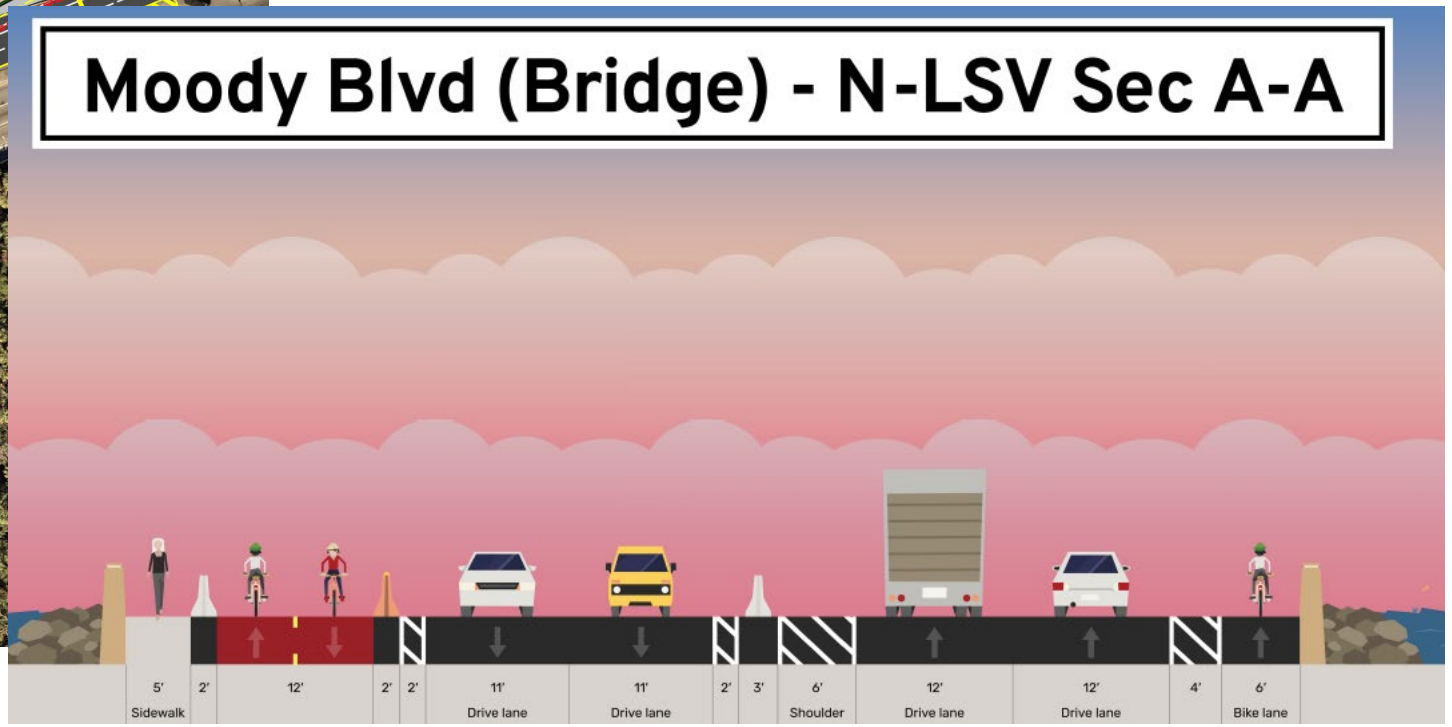






MOODY BLVD BRIDGE
CONTEXT SENSITIVE ENHANCEMENT



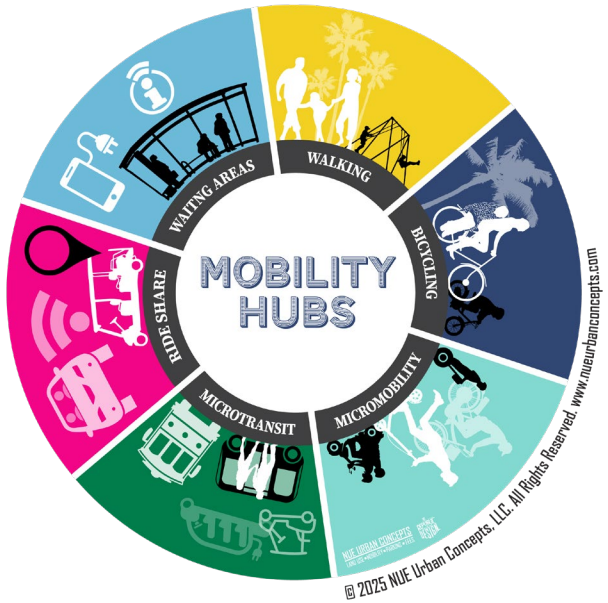


WATER TAXI & MOBILITY HUB











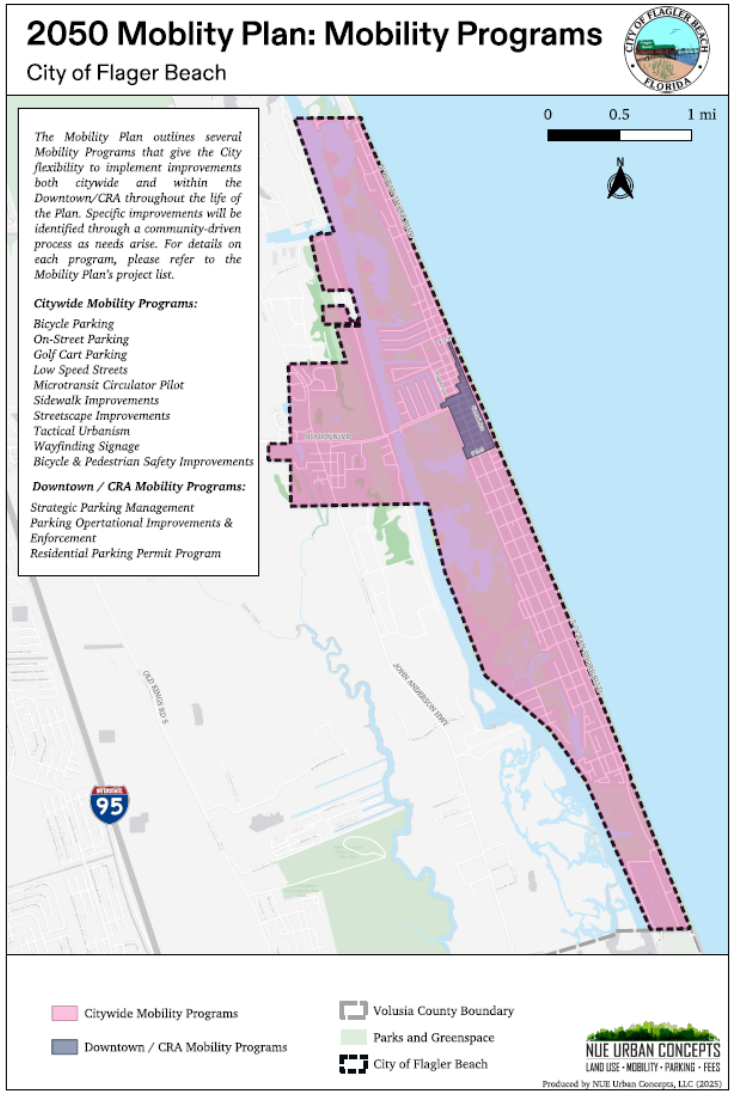
FLAGLER BEACH 2050 MOBILITY PLAN

Mobility Programs

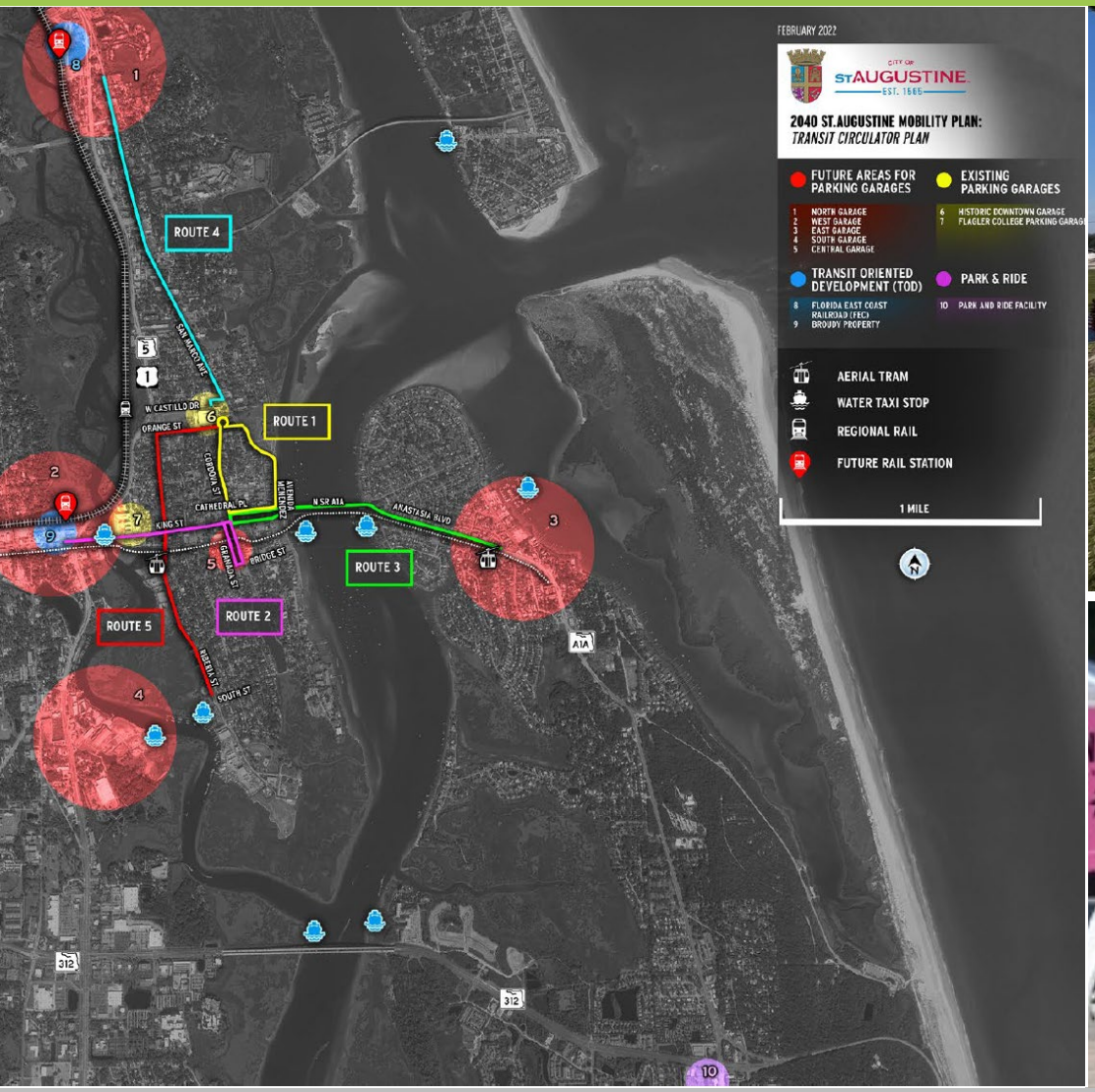
- On-Street Vehicle, Bicycle & Golf Cart Parking
- Low Speed Streets
- Microtransit Circulator Pilot
- Sidewalk Improvements
- Streetscape Improvements
- Quick Build (Tactical Urbanism)
- Wayfinding
- Bicycle & Pedestrian Safety Improvements

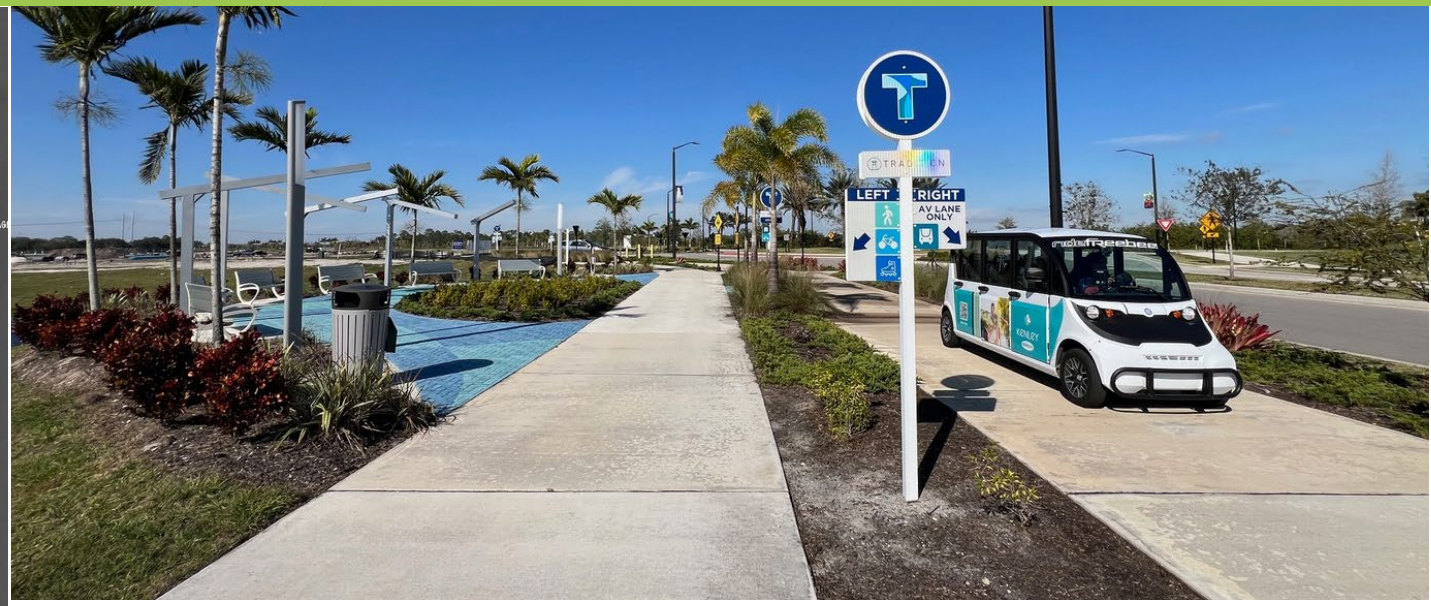
CRA

- Strategic Parking Management
- Parking Operational Improvements & Enforcement
- Residential Parking Permit



STRATEGIC PARKING MANAGEMENT







ULTRA Micro Transit

in Lehigh Acres area





Begins March 2


20
SLOW
DOWN

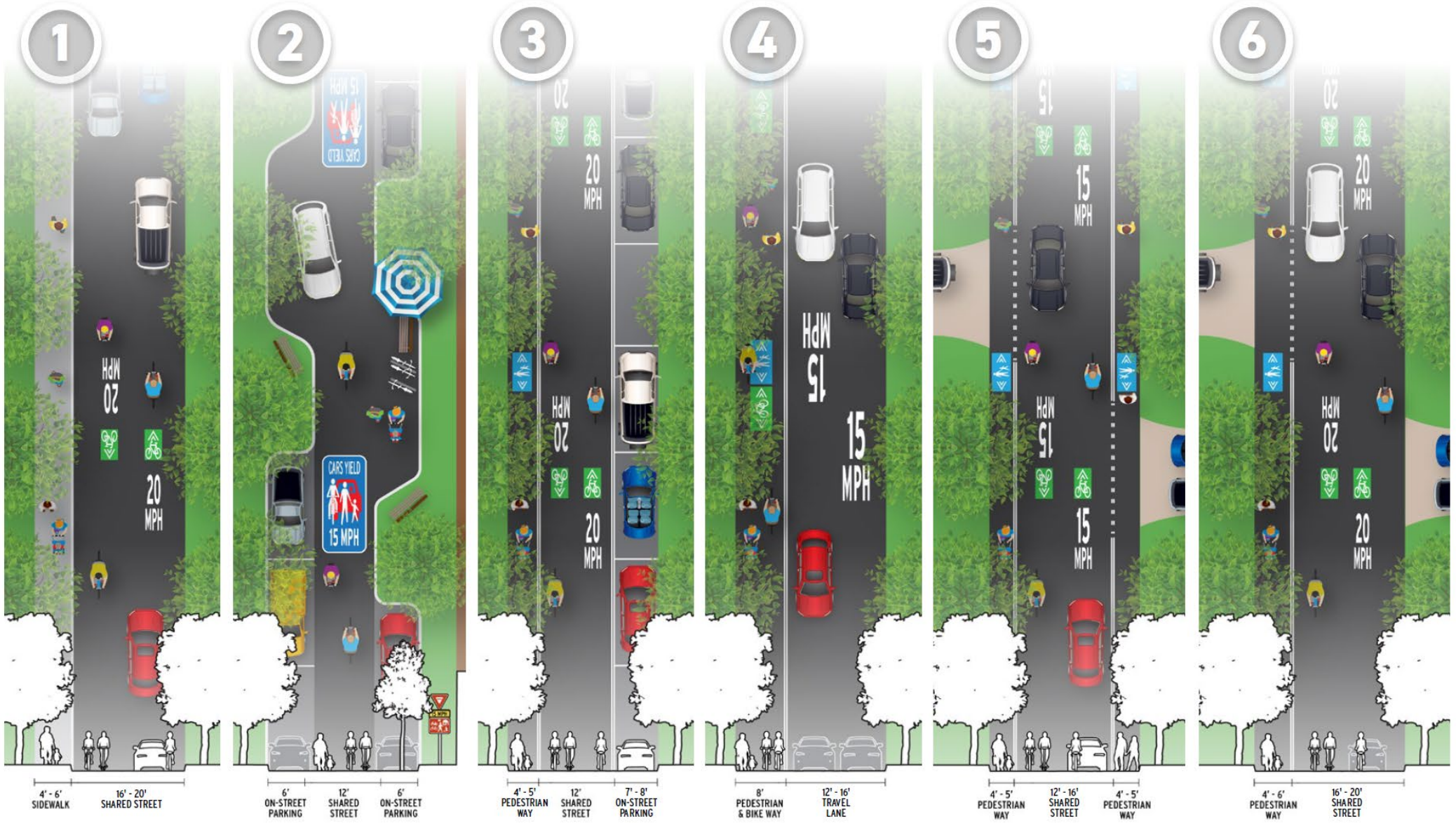

SLOW
DOWN
20MPH


SPEED
LIMIT
20
SPEED
LIMIT
20
NO
TU RN


SPEED
LIMIT
20
XING



LOW SPEED STREETS



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LOW SPEED STREETS



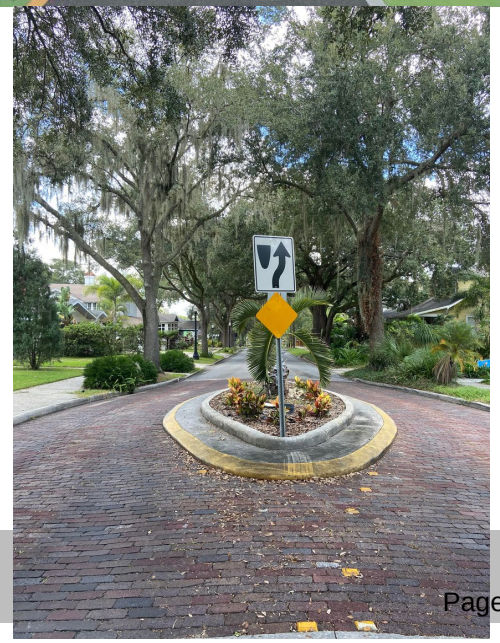










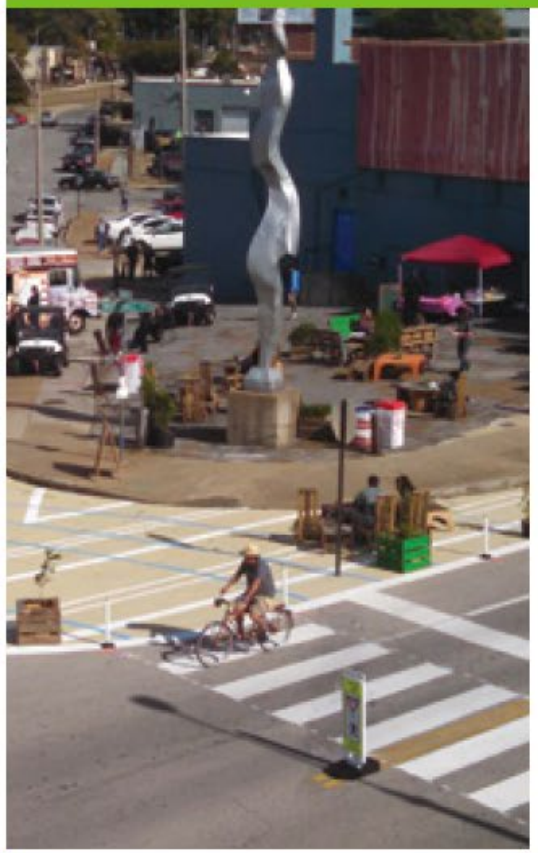


QUICK BUILD AKA TACTICAL URBANISM

QUICK BUILD



DEMONSTRATION



PILOT PROJECT



INTERIM DESIGN



PERMANENT INSTALLATION

Source: People for Bikes

QUICK BUILD AKA TACTICAL URBANISM





Source: People for Bikes

QUICK BUILD AKA TACTICAL URBANISM





Source: People for Bikes

NEXT STEPS

- Feedback and direction from stakeholders meeting
- Meet with additional key stakeholders
- Update Mobility Plan based on direction
- Develop Mobility Fee schedule
- Community meeting (early 2026)
- 1st & 2nd Readings of the Mobility Fee Ordinance

Goal for Adoption: March or April 2026

WE WANT TO HEAR FROM YOU

- What do you hope the mobility plan/fee will achieve?
- What is your vision for Flagler Beach?
- What are your needs/challenges?
- Short-term needs vs. long-term vision?
- What are the city's strengths & opportunities you want to build on?
- What are the city's weaknesses or threats that you want to address?

COMMENTS & QUESTIONS

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Staff Report

City Commission Regular Meeting

April 9, 2026

To: City Commission
From:
Meeting Date: April 9, 2026
Item Name: City Manager

Background:

Fiscal Impact:

Staff Recommendation:

Attachments:
None