

# 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: *Marcia 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. Mealey 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 pursuing 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,<sup>1</sup> 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,<sup>2</sup> 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).

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<sup>1</sup> 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.

<sup>2</sup> 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)<sup>3</sup> 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).

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<sup>3</sup> 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).<sup>4</sup>

(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)<sup>5</sup>

(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)<sup>6</sup>

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<sup>4</sup> These emails were submitted by the Complainant.

<sup>5</sup> This email was submitted by the Complainant.

<sup>6</sup> 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).<sup>7</sup>

(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).<sup>8</sup>

(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).

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<sup>7</sup> This email was submitted by the Complainant.

<sup>8</sup> 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).<sup>9</sup>

(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

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<sup>9</sup> 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.<sup>10</sup> 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

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<sup>10</sup> 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**

# **EXHIBIT A**

**EXHIBIT A**

**ORDINANCE 2015-14**

**AN ORDINANCE OF THE CITY OF FLAGLER BEACH,  
FLORIDA, AUTHORIZING AND APPROVING A LEASE  
AGREEMENT FOR THE GOLF COURSE PROPERTY  
LOCATED AT 3600 SOUTH CENTRAL AVENUE AND  
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the City of Flagler Beach is the owner of property located at 3600 South Central Avenue (“the Golf Course Property”); and

WHEREAS, the City and Flagler Golf Management, LLC have negotiated terms of a lease subject to agreement of all parties (the “Lease Agreement”); and

WHEREAS, the City is authorized pursuant to Section 2.10 of the Charter and the legislative grant of its home rule power to lease public lands; and

WHEREAS, the State of Florida has recognized the lease of public lands to a private entity to be a valid public purpose; and

WHEREAS, the Lease Agreement does not require or operate as an issuance of any bonds.

WHEREAS, the City finds that the lease of the Golf Course Property is a valid public purpose.

NOW THEREFORE, BE IT ENACTED by the City Commission of the City of Flagler Beach, Florida:

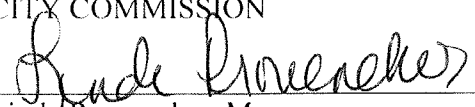
**SECTION 1.** The Lease Agreement attached hereto is hereby approved by the City Commission of the City of Flagler Beach, Florida and the Mayor is hereby authorized to execute the Lease Agreement on behalf of the City of Flagler Beach, Florida.

**SECTION 2.** This Ordinance shall become effective immediately upon its adoption as provided by law.

PASSED ON FIRST READING THIS 5<sup>th</sup> DAY OF November, 2015.

PASSED AND ADOPTED THIS 20<sup>th</sup> DAY OF November, 2015.

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

CITY OF FLAGLER BEACH, FLORIDA  
CITY COMMISSION  
  
\_\_\_\_\_  
Linda Provencher, Mayor

# GOLF COURSE LEASE AGREEMENT

THIS GOLF COURSE LEASE AGREEMENT (the "Lease") is made and entered into this 20<sup>th</sup> day of November, 2015, by and between the CITY OF FLAGLER BEACH, FLORIDA, hereinafter referred to as "Lessor", and FLAGLER GOLF MANAGEMENT, LLC, hereinafter referred to as "Lessee".

## ARTICLE 1. PREMISES

1.1 PREMISES. In consideration of the Rent contemplated herein and of the covenants hereinafter contained, Lessor does hereby lease to Lessee, and Lessee does hereby lease from Lessor, that certain real property more particularly described in Exhibit "A," attached hereto and incorporated herein, consisting of a 9-hole golf course, cart barn and clubhouse including a restaurant with beer and wine sales, hereinafter referred to as the "Premises."

1.2 ACCEPTANCE OF PREMISES AND EQUIPMENT. The parties acknowledge and agree that Lessee accepts the Premises "as-is" and in the condition existing as of the date first written above.

## ARTICLE 2. TERM

2.1 INITIAL LEASE TERM. The initial term of this Agreement shall be for a period of fifteen (15) years commencing on the date first written above.

2.2 Lessee shall have the option to extend this Agreement for two successive ten (10) year terms upon written notification of its intent to extend this Agreement to Lessor at least twelve months prior to the expiration of this Agreement provided that Lessee's average gross revenue, excluding lessons and pro shop revenue, received by Lessee for any and all operations conducted on the Premises is at least \$200,000 per year for the five year period immediately preceeding the last day of the Initial Lease Term or the first extension term, whichever is applicable.

## ARTICLE 3. RENT

3.1 Beginning on the date of commencement the Lessee shall pay Lessor an annual base rental rate of \$2,400 payable in advance monthly installments of \$200 due on the first day of each month without invoice. The Lessee may pre-pay some or the entire annual rental rate at any time. The annual base rental rate will be increased each year during the term of this Agreement, including renewals, by three percent (3.0%). All monthly base rental payments not paid within thirty days of the date due shall incur a late penalty of five percent (5%) of the past due amount. In the event that Lessee becomes obligated to pay any real property tax levied upon the Premises pursuant to Article 18, herein, the annual base rent for the year following payment of such real property tax by Lessee shall be reduced by the amount of the real property taxes paid.

3.2 Beginning the twenty-fifth month after commencement and continuing through the sixtieth month after commencement, Lessee shall pay Lessor, as additional percentage rent, 3% of all gross revenue, excluding lessons and pro shop revenue, over and above \$100,000.00 received by Lessee for any and all operations conducted on the Premises in each twelve month period beginning on the first day of the twenty-fifth month. All such additional rent payments shall be due quarterly without invoice.

3.3 Beginning the sixty-first month after commencement and continuing until expiration of this Agreement, including any extensions thereof, Lessee shall pay Lessor, as additional rent a percentage of all gross revenue, excluding lessons and pro shop revenue, received by Lessee for any and all operations conducted on the Premises as provided below. All such additional rent payments shall be due quarterly without invoice.

- a) 1% if Lessee's gross revenue, excluding lessons and pro shop revenue, during the preceding twelve month period was less than \$200,000;
- b) 2% if Lessee's gross revenue, excluding lessons and pro shop revenue, during the preceding twelve month period was greater than \$200,000 and less than \$300,000;
- c) 3% if Lessee's gross revenue, excluding lessons and pro shop revenue, during the preceding twelve month period was greater than \$300,000 and less than \$400,000;
- d) 4% if Lessee's gross revenue, excluding lessons and pro shop revenue, during the preceding twelve month period was greater than \$400,000 and less than \$500,000; or
- e) 5% if Lessee's gross revenue, excluding lessons and pro shop revenue, during the preceding twelve month period was greater than \$500,000.

3.5 If Lessor incurs any expense or pays any monies to correct a breach of this Agreement all amounts so incurred or paid shall be considered additional rent owing by the Lessee and shall be payable by the Lessee within thirty (30) days after written notice from Lessor to Lessee; however, the Lessor shall be under no obligation or duty to incur any such expense or pay any such money.

#### **ARTICLE 4. REPORTING REQUIREMENTS**

4.1 RECORDS. Lessee shall keep true and accurate accounts, records, financial statements, books and data (hereinafter "Records") in a form consistent with good accounting practices. Such accounts, records, books and data shall, among other things contain a breakdown of gross receipts and sales from the various activities taking place on the Premises. Lessee shall require that any consignees, sub lessees, subtenants, or others ("Others") conducting any revenue producing activity on the Premises keep accurate and complete records and accounts in accordance with this Article 4.

4.2 RETENTION OF RECORDS. Lessee shall retain all its Records for not less than seven (7) calendar years following the last day of the Expiration Date for the Initial Term or, if applicable, expansion term.

4.3 RIGHT TO INSPECT AND AUDIT BY LESSOR. Lessee hereby agrees that Lessor, its employees, agents and representatives, at all reasonable times, shall have the right to inspect and examine all such records which will enable Lessor to ascertain the amount of Lessee's gross receipts and revenue generated at the Premises. Lessee shall, upon request and at no cost to Lessor, make all or any part of its records available to the Lessor during normal business hours throughout the term of this Agreement for the purposes of inspection or audit. The cost of any audit performed by Lessor shall be at Lessor's expense.

4.4 PROFIT AND LOSS STATEMENT. On quarterly basis throughout the Term hereof, Lessee shall provide to the Lessor, without request or demand, Lessee's quarterly profit and loss statement for the operation of all activities conducted on the Premises during each previous quarter.

4.5 MONTHLY SALES TAX REPORT. Lessee shall provide to Lessor a copy of each monthly sales tax report filed with the Department of Revenue within fifteen days of filing same with the Department of Revenue. Lessee shall include with such copies records to show any amount of revenue generated by the pro shop and lessons included in the sales tax report but which are excluded from the percentage rent calculations pursuant to this Agreement.

## **ARTICLE 5. USE OF PREMISES**

5.1 USE. Lessee covenants to use the Premises to operate and maintain a public golf course and club house including a restaurant with beer and wine sales. Any other use of the Premises shall require the prior written consent of Lessor.

5.2 REGULAR HOURS. Lessee shall open the Premises to the general public no fewer than 360 days per year. The Premises shall be open no earlier than one hour before sunrise on a daily basis and may remain open on a daily basis until 10:00 pm. Upon written authorization from the Lessor, Lessee may extend the hours operation for specific activities or events.

5.3 COMPLIANCE WITH LAWS. Lessee, at its own expense, shall comply with and promptly carry out all orders, requirements of conditions imposed by the ordinance, laws and regulations of all the governmental authorities having jurisdiction over the Premises, which are occasioned by or required in the conduct of Lessee's business within the Premises and obtain all licenses, permits and like required to permit Lessee to occupy and operate the Premises.

5.4 PROHIBITIONS. Lessee shall not:

- a) Permit the Premises, or any part thereof, to be used for any disorderly, unlawful or hazardous purpose;
- b) Permit the Premises to become a source of annoyance or embarrassment to Lessor;
- c) Commit or allow others to commit waste on the Premises;
- d) Erect, permit to be erected, or allow the existence of any nuisance on the Premises;
- e) Permit any trash or garbage to accumulate on or about the Premises;
- f) Allow the use of firearms or hunting on the Premises; or
- g) Conduct or permit to be conducted any sale by auction on the Premises.

5.5 LESSOR'S USE OF PREMISES. The Lessor may at Lessor's option install utilities or other public infrastructure upon the Premises provided that such use of the Premises does not interfere with the rights granted Lessee herein and such use is approved by Lessee, provided that approval shall not be unreasonably withheld. At least thirty days prior to installation of any utilities or other public infrastructure upon the Premises, Lessor shall notify Lessee in writing of its intent to install such utilities or infrastructure. If Lessee does not notify Lessor of any objection to the installation of such utilities or infrastructure in writing within thirty days of mailing or hand delivery of the notice, Lessee shall be deemed to have approved the installation.

## **ARTICLE 6. DEFAULT, EARLY TERMINATION**

6.1 EARLY TERMINATION. Lessor shall have the right to terminate this Agreement for Lessee violations, noncompliance and/or nonperformance (individually or collectively hereinafter "Default") of any provisions or part of this Agreement subject to paragraph 6.2, below.

6.2 CURE OF DEFAULT. In the event of Lessee's Default, Lessor shall notify Lessee in writing identifying the Default. Lessee shall cure the Default within thirty (30) days of said notice unless an extension of time is granted by Lessor. Should Lessee fail to comply with this requirement, Lessor, at its option, may terminate this Agreement by notifying Lessee in writing by registered or certified mail. Thereafter, Lessor shall have the right to enter and take possession of the Premises.

6.3 NAMED MANAGER/OPERATOR CONDITION. This Agreement is conditioned upon Flagler Golf Management, LLC, and no other, being the operator of the Premises. Should said entity cease to exist, Lessor shall have the right to terminate this Agreement in its entirety by giving 10 days written notice thereof and shall thereafter have the right to enter and take possession of the Premises.

#### **ARTICLE 7. UTILITIES, CARE, REPAIRS AND MAINTENANCE OF PREMISES AND EQUIPMENT**

7.1 CARE OF PREMISES AND EQUIPMENT. Lessee shall take good care of the Premises, Fixtures, Appurtenances and Equipment therein, and shall, in the use and occupancy of the Premises and Equipment, conform to all laws, orders, and regulations of the Federal, State and local governments or any other departments having jurisdiction concerning the Premises and Equipment.

7.2 FAIRWAYS AND GREENS. With specific reference to the care and maintenance of the golf course fairways and greens, Lessee shall perform the duties and conform to the standards listed on the attached Exhibit "B." In the event Lessor receives any written complaints regarding the condition of the fairways and greens, Lessor may direct such complaints to Lessee. Lessee shall review and provide a response in writing to Lessor to each complaint so directed to it. Lessee's response may provide for measures to be taken to correct the issue raised or an explanation of the condition and why no corrective measures are reasonably required.

7.3 MAINTENANCE. Lessee shall, at Lessee's own cost and expense, and at no cost or expense to Lessor, maintain said Premises and all equipment in good order, and Lessee shall make all repairs that may become advisable or necessary to said Premises and equipment, including the structures, sidewalks, landscaping, driveways or parking areas that are part of or appurtenant to said Premises.

7.4 UTILITIES. Lessee shall be responsible and pay all charges incurred for furnishing of gas, electricity, water, telephone service, garbage or refuse service and all other public utilities to said Premises during the Term of this Agreement or any renewals or extensions thereof.

#### **ARTICLE 8. IMPROVEMENTS AND ALTERATIONS.**

8.1 FACILITIES. Lessee shall return the existing clubhouse to a habitable state and bring same into compliance with all applicable codes within 180 days of the date of this Agreement and shall return the golf course to a playable condition within 180 days of the date of this Agreement.

8.2 All alterations, additions, installed equipment or improvements to the clubhouse and golf course made by Lessee or any subcontractors shall become the property of Lessor upon the expiration of this Agreement.

8.3 PRIOR WRITTEN APPROVAL REQUIRED. All alterations and improvements shall be first approved in writing by Lessor provided, however, that such approval shall not be unreasonably withheld. If any such alterations or improvements are made by Lessee without Lessor's consent, Lessor may correct or remove them and Lessee shall be liable for any and all costs and expenses incurred by Lessor in the correction or removal of such work. All plans and specifications for any such work shall be prepared by Lessee at Lessee's expense and shall thereafter be submitted to Lessor for its review. As a further condition of Lessor's consent to Lessee making alterations or improvements to the Premises, Lessee or Lessee's contractor must evidence insurance coverage to include: (a) Worker's Compensation Coverage and (b) Comprehensive General Liability and Property Damage insurance in the amount of not less than one million dollars in aggregate. All work with respect to such alterations and additions shall be done in a good and workmanlike manner and diligently prosecuted to completion to the end that the Premises shall at all times be a complete unit except during the period necessarily required for such work

8.4 STRUCTURAL STABILITY. No alterations or improvements made by Lessee shall in any way impair the structural stability of any building or any improvement on said Premises or diminish the value of said Premises.

8.5 FREE OF LIENS. Lessee shall keep said Premises and every part of said Premises free and clear of any mechanic's liens or material men's liens arising out of the construction of any such alterations, improvements or repairs. If any such lien be filed on account of the actions of Lessee, Lessee shall promptly pay the same. If Lessee fails to discharge such lien within ten (10) days of its filing, then, in addition to any other right or remedy of Lessor, Lessor may, at its election, discharge the lien. Lessee shall pay on demand any amount paid by Lessor for the discharge or satisfaction of any such lien, and all attorneys' fees and other costs and expenses of Lessor incurred in defending any such action or in obtaining the discharge or such lien, together with all necessary disbursements in connection therewith. Lessee hereby recognizes that in no event shall it be deemed the agent of Lessor and no contractor of Lessee shall by virtue of its contract be entitled to assert any lien against the Premises. All alterations or additions or improvements shall become part of the realty and surrendered to Lessor upon the expiration or termination of this Agreement, unless Lessor shall at the time of its approval of such work require removal or restoration on the part of Lessee as a condition of such approval.

## **ARTICLE 9. ADDITIONAL EQUIPMENT**

9.1 Lessee, at its sole cost and expense, may acquire additional equipment for use at the Premises. Any additional equipment so acquired and used for the operation and maintenance of the Premises, shall comply with all applicable federal, State, local rules, laws and regulations; and shall be maintained by Lessee in accordance with the terms of this Agreement. All such equipment not installed and made a fixture of the clubhouse or golf course shall remain the property of Lessee upon the expiration of this Agreement.

## **ARTICLE 10. WAIVER OF DUTY TO KEEP PREMISES TENANTABLE**

10.1 Lessee hereby expressly waives the provisions of any statute or other law requiring the Lessor, or any officer, employee, director or agent of Lessor, to put or maintain said Premises in a condition fit for human occupancy and to repair all subsequent dilapidations of the Premises that render them tenantable.

## **ARTICLE 11. DESTRUCTION OF PREMISES; DUTY TO REPAIR**

11.1 Should the Premises or any building or improvements on said Premises be damaged or destroyed by any cause whatsoever, Lessor may at its sole option repair the damage and restore said Premises to the same condition they were in prior to such damage or destruction or terminate this Agreement. During such repair and restoration this Agreement and all rent payments due thereunder shall be abated.

## **ARTICLE 12. INDEMNITY AND HOLD HARMLESS**

12.1 To the fullest extent permitted by law, Lessee shall indemnify, defend, and hold harmless Lessor, its governing Board, officers, directors, officials, employees, and authorized volunteers and agents, (collectively "Indemnified Parties"), from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively "Claims"), including cost of defense, settlement, arbitration, and reasonable attorneys' fees, sustained by any person or to any property in, on, or about the leased premises, resulting from injuries to or death of persons, including but not limited to employees of either Party hereto, and damage to or destruction of property or loss of use thereof, including but not limited to the property of either Party hereto, arising out of, pertaining to, or resulting from the acts or omissions of the Lessee, its officers, directors, officials, employees, volunteers, agents, contractors, invitees or guests, excepting only such injury, death, or damage, to the extent it is caused by the active negligence of an Indemnified Party. Lessee shall not be liable for any Claims arising from the sole negligence or willful misconduct of any of the Indemnified Parties. This indemnity shall not be limited by the types and amounts of insurance or self insurance maintained by the Lessee. Nothing in this Indemnity shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party. The provisions of this Indemnity shall survive the expiration or termination of the Agreement.

## **ARTICLE 13. INSURANCE**

13.1 Lessor agrees that it shall, during the full term of this Agreement and at its own expense, keep the Premises, excluding any contents, machinery equipment or personal property that is owned by Lessee, insured against loss or damage by fire or other casualty, commonly covered by standard fire and all risk coverage insurance. Valuation shall be on a replacement cost basis. Lessor and Lessee release each other, and their respective authorized representatives, from any claims for damage to the Premises caused by or resulting from risks insured against under the required insurance policy carried by the Lessor and in place at the time of any such damage.

13.2 Lessee shall maintain liability insurance covering the leased premises. Liability insurance coverage shall be not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for injury or property damage. Lessee shall name Lessor as an additional insured on Lessee's liability insurance policy and such policy shall be endorsed to show that Lessee's liability insurance policy is primary.

13.3 Lessee shall furnish a certificate substantiating the fact that Lessee has taken out the insurance herein set forth for the period covered by this Agreement with an insurance carrier(s) with an A.M. Best financial rating of not less than A- and authorized to do business in the State of Florida.

Lessee's insurance policy required by this Agreement shall maintain all insurance coverages and limits in place at all times and provide Lessor with evidence of each policy's renewal within ten (10) days after its anniversary date.

13.4 Lessee is required by this Agreement to immediately notify Lessor if they receive a communication from their insurance carrier or agent that any required insurance is to be canceled, non-renewed, reduced in scope or limits or otherwise materially changed. Lessee shall provide evidence that such cancelled or non-renewed or otherwise materially changed insurance has been replaced or its cancellation notice withdrawn without any interruption in coverage, scope or limits. Failure to maintain required insurance in force shall be considered a material breach of the Agreement. The certificate of insurance shall be filed with Lessor not less than 10 Days prior to the date of occupancy by the Lessee. Lessor is insured for liability and shall furnish Lessee a letter confirming this upon request. Lessee and Lessor shall be solely responsible for payment of any deductible in their respective insurance or self-insurance programs, in the event of a claim.

13.5 Notification of Claim. If any claim for damages is filed with Lessee or if any lawsuit is instituted against Lessee, that arise out of or are in any way connected with Lessee's performance under this Agreement and that in any way, directly or indirectly, contingently or otherwise, affect or might reasonably affect Lessor, Lessee shall give prompt and timely notice thereof to Lessor. Notice shall not be considered prompt and timely if not given within thirty (30) days following the date of receipt of a claim or ten (10) days following the date of service of process of a lawsuit.

13.6 Lessee shall maintain any other insurance, including workers' compensation insurance, required by State or Federal law.

13.7 Prior to the commencement of any work to construct or repair any public building or works, Lessee shall provide to the Lessor and record in the public records of Flagler County, Florida, a payment and performance bond in accordance with Section 255.05, Florida Statutes.

#### **ARTICLE 14. ASSIGNMENT AND SUBLETTING**

14.1 Lessee shall have no right, authority or power whatsoever to assign, sublet, encumber or transfer any right, license, privilege or duty granted to or imposed upon it hereunder, without the prior written consent of Lessor.

#### **ARTICLE 15. ATTORNEY'S FEES AND COSTS**

15.1 Any party may bring a suit or proceeding to enforce or require performance of the terms of this Agreement. The prevailing party in such action shall be entitled to recover from the non-prevailing party its reasonable attorneys' fees incurred in bringing such action.

#### **ARTICLE 16. NOTICES**

16.1 All notices required or permitted hereunder shall be deemed to have been properly given if mailed in any United States Post Office by certified or registered mail, postage prepaid, addressed to Lessee or Lessor respectively, at the following addresses or to such other addresses as the parties hereto may designate to the other in writing from time to time:

Lessee: Flagler Golf Management, LLC  
931 Magnolia Terrace  
Flagler Beach, Florida 32136

Lessor: City Manager  
City of Flagler Beach, Florida  
105 S. Second Street  
Flagler Beach, Florida 32136

In lieu of such mailing, all notices may be served personally, and shall be effective upon such service.

#### **ARTICLE 17. FORCE MAJEURE**

17.1 Neither Lessor nor Lessee shall be deemed to be in breach of this Agreement if either is prevented from performing any of its obligations hereunder by reason of strike, boycott, labor dispute, embargo, shortage of energy or materials, act of God, act of a public enemy, act of a superior governmental authority, weather conditions, rebellion, riot, sabotage, or any other circumstance for which it is not responsible, or which is not within its control.

#### **ARTICLE 18. TAXES AND OTHER FEES**

18.1 Lessee shall, at Lessee's sole cost and expense, timely pay any and all taxes, permit, license or registration fees, and any other charge or assessment for which Lessee is responsible, or which may be charged or assessed against Lessee, the Premises, or any property of Lessee thereon, whether real or personal or in any way otherwise related to this Agreement. Lessee shall be responsible for and pay any sales tax due on any and all rent payments due pursuant to this Agreement.

#### **ARTICLE 19. MISCELLANEOUS**

19.1 COMPLIANCE WITH ALL LAWS, RULES AND REGULATIONS. Lessee shall comply with all applicable laws and regulations of any governmental entity with jurisdiction over Lessee, the Premises, or the operations conducted upon the Premises.

19.2 NO WAIVER OF RIGHTS. The failure of either party to insist on strict performance of any terms, covenants or conditions hereto, or to exercise any option herein contained, shall not be construed as a waiver of such term, covenant, condition, or option in any instance; now or in the future.

19.3 LESSOR'S RIGHT OF ENTRY. During the Term of this Agreement, Lessor, its officers, agents, employees, contractors, and subcontractors shall have the right, without limitation or cost, to enter upon the Premises for any lawful purpose, including the purpose of: inspecting the Premises and/or Equipment; making any repairs or alterations necessary for the preservation and safety of the Premises; and for determining whether Lessee is complying with its obligations hereunder. Such entry by Lessor shall not be deemed to excuse Lessee's performance of any promise, term, condition, or covenant required of it by this Agreement, and shall not be deemed to constitute waiver thereof by Lessor. Lessor reserves the right to possess, and Lessee shall provide Lessor, copies of all keys to all gates, buildings and structures on the Premises.

19.4 RELATIONSHIP OF PARTIES. It is understood and agreed that the relationship of the parties hereto is strictly that of Landlord and Tenant, that this Agreement is entered into on arms-length basis, and in no manner shall this Agreement be construed as granting an ownership right to Lessor in Lessee's business. It is further understood and agreed that this Agreement is not intended, nor shall it be construed, as creating a joint venture or other business relationship between Lessor and Lessee other than is expressly provided in this Agreement.

19.5 WAIVER OF JURY TRIAL. Lessor and Lessee hereby knowingly and voluntarily waive trial by jury in any action whatsoever brought by Lessor or Lessee to construe or enforce this Agreement. The foregoing waiver is a material inducement to the willingness of Lessor and Lessee to enter this Agreement.

19.6 SIGNS. All signs, emblems or advertising of any kind or character (hereinafter "Signs"), at or on the Premises must be in compliance with all applicable ordinances, rules and regulations.

19.7 QUIET ENJOYMENT. Lessor covenants that if and so long as Lessee pays the Rent, and any additional Rent as herein provided, and performs the covenants hereof, Lessee shall peacefully and quietly have, hold, and enjoy the Premises for the Term hereof mentioned subject to the provisions of this Agreement.

19.8 AGREEMENT CONSTRUCTION. Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. It is agreed and acknowledged by the parties hereto that the provision of the Agreement have been arrived at through negotiation, and that each of the parties has had a full and fair opportunity to revise the provisions of the Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement. All exhibits referred to in this Agreement are attached and incorporated by this reference.

19.9 AUTHORITY FOR AGREEMENT. Lessee warrants and represents that Lessee has the right, power, and legal capacity to enter into and perform its obligations under this Agreement, and no additional approvals or consents of any person or entity are necessary in connection therewith. The execution, delivery, and performance of this Agreement by the undersigned Lessee has been duly authorized by all necessary corporate or other applicable action and this Agreement constitutes a legal, valid, and binding obligation of Lessee, enforceable in accordance with its terms.

19.10 TIME OF THE ESSENCE. Time is of the essence in the performance of this Agreement.

19.11 ENTIRE AGREEMENT. This Agreement, together with all exhibits attached hereto, constitutes the entire agreement between the parties hereto, and all other representations or statements heretofore made, verbal or written are merged herein. This Agreement may be amended only by written instrument duly executed by the parties.

19.12 AMENDMENTS. This Agreement shall not be amended, changed, or modified except in writing executed by Lessor and Lessee. Lessor shall not have waived or released any of its rights hereunder unless in writing and executed by Lessor.

19.13 BINDING EFFECT. Except as expressly provided herein, this Agreement shall be binding upon the parties hereto, their respective heirs, personal representatives, successors, and assigns, and all of the terms covenants, and provisions herein shall inure to the benefit of their respective heirs, personal representatives, successors, and assigns.

19.14 INDEPENDENT COVENANTS. Each covenant, agreement, obligation, or other provision of this Agreement to be performed by Lessee are separate and independent covenants of Lessee and are not depended on any other provision of this Agreement.

19.15 SEVERABILITY. In the event any provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected, and any provision found to be invalid shall remain unenforceable to the extent permitted by law. The parties agree that in the event two different interpretations may be given to any provision hereunder, one of which will render the provision unenforceable, and one which will render the provision enforceable, the interpretation rendering the provision enforceable shall be adopted.

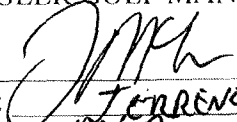
19.16 GOVERNING LAW; VENUE. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida. Venue for any action or suit brought in connection herewith shall be commenced only in the court of appropriate jurisdiction located in Flagler County, Florida.

19.17 RADON GAS. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your County Health Department.

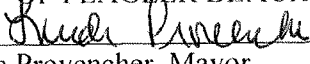
19.18 RECORDS. Pursuant to Section 119.0701, Florida Statutes, Lessee agrees to comply with Chapter 119, Florida Statutes, with regard to retention and public access to records. Specifically, Lessee agrees to 1) keep and maintain public records that ordinarily and necessarily would be required by the Lessor in order to provide the services contemplated in this Agreement; 2) provide the public with access to public records on the same terms and conditions that the Lessor would provide the records and at a cost that does not exceed the cost provided by law; 3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and 4) meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Lessor in a format that is compatible with the information technology systems of the public agency.

WHEREFORE, the parties hereto have hereunto set their hands on the date and year first above written.

LESSEE:  
FLAGLER GOLF MANAGEMENT, LLC

By:   
Print: TERRENCE McMANUS  
Its: MGR

LESSOR:  
CITY OF FLAGLER BEACH, FLORIDA

By:   
Linda Provencher, Mayor

Attest:   
Penny Overstreet, City Clerk

## EXHIBIT "A"

A PORTION OF SECTIONS 29 AND 30 TOWNSHIP 12 SOUTH, RANGE 32 EAST, FLAGLER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: FROM THE SOUTHEAST CORNER OF LOT 31, OCEAN PALM SUBDIVISION, RECORDED IN MAP BOOK 5, PAGE 70, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, AS THE POINT OF BEGINNING, RUN ALONG THE BOUNDARY OF SAID OCEAN PALM SUBDIVISION, SOUTH 88 DEGREES 22 MINUTES 14 SECONDS WEST A DISTANCE OF 676.36 FEET; THENCE SOUTH 20 DEGREES 17 MINUTES 35 SECONDS EAST A DISTANCE OF 1032.06 FEET; THENCE SOUTH 23 DEGREES 41 MINUTES 30 SECONDS EAST A DISTANCE OF 720.11 FEET; THENCE DEPARTING SAID BOUNDARY, RUN SOUTH 16 DEGREES 35MINUTES 48 SECONDS EAST A DISTANCE OF 163.31 FEET; THENCE SOUTH 23 DEGREES 40 MINUTES 41 SECONDS EAST A DISTANCE OF 190.01 FEET; THENCE SOUTH 66 DEGREES 20 MINUTES 13 SECONDS WEST A DISTANCE OF 79.93 FEET; THENCE SOUTH 23 DEGREES 43 MINUTES 08 SECONDS EAST ALONG THE EASTERLY RIGHT-OF-WAY LINE OF OCEAN PALM DRIVE, A 50 FOOT RIGHT-OF-WAY, A DISTANCE OF 254.37 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, RUN ALONG THE BOUNDARY OF OCEAN PALM VILLA II, RECORDED IN MAP BOOK 11, PAGE 27, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, NORTH 88 DEGREES 26 MINUTES 53 SECONDS EAST A DISTANCE OF 464.85 FEET; THENCE SOUTH 21 DEGREES 50 MINUTES 13 SECONDS EAST A DISTANCE OF 29.89 FEET THENCE ALONG THE BOUNDARY OF OCEAN PALM VILLA III, RECORDED IN MAP BOOK 16, PAGE 1, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND THE EXTENSION THEREOF, NORTH 88 DEGREES 26 MINUTES 53 SECONDS EAST A DISTANCE OF 164.59 FEET; THENCE NORTH 75 DEGREES 47 MINUTES 32 SECONDS EAST A DISTANCE OF 128.87 FEET; THENCE DEPARTING SAID BOUNDARY, RUN ALONG THE BOUNDARY OF PALM HAVEN SUBDIVISION, RECORDED IN MAP BOOK 27, PAGE 27, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, NORTH 21 DEGREES 48 MINUTES 08 SECONDS WEST A DISTANCE OF 1059.90 FEET; THENCE RUN NORTH 68 DEGREES 11 MINUTES 52 SECONDS EAST A DISTANCE OF 100.00 FEET TO THE WESTERLY R/W LINE OF SOUTH CENTRAL AVENUE, A 50' R/W; THENCE NORTH 21 DEGREES 48 MINUTES 08 SECONDS WEST ALONG SAID R/W LINE A DISTANCE OF 300.00 FEET; THENCE DEPARTING SAID R/W LINE, RUN SOUTH 68 DEGREES 11 MINUTES 52 SECONDS WEST A DISTANCE OF 100.00 FEET; THENCE NORTH 21 DEGREES 48 MINUTES 08 SECONDS WEST A DISTANCE OF 1032.43 FEET TO THE POINT OF BEGINNING.

### LESS AND EXCEPT THE FOLLOWING:

A PORTION OF SECTION 29 AND 30, TOWNSHIP 12 SOUTH, RANGE 32 EAST, FLAGLER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: FROM THE NORTHEAST CORNER OF PALM HAVEN SUBDIVISION, AS RECORDED IN MAP BOOK 27, PAGE

27, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH CENTRAL AVENUE, A 50 FOOT RIGHT-OF-WAY, RUN NORTH 21 DEGREES 48 MINUTES 08 SECONDS WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 130.00 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, RUN SOUTH 68 DEGREES 11 MINUTES 52 SECONDS WEST, A DISTANCE OF 86.00 FEET; THENCE SOUTH 59 DEGREES 08 MINUTES 59 SECONDS WEST, A DISTANCE OF 109.23 FEET; THENCE SOUTH 02 DEGREES 29 MINUTES 39 SECONDS EAST, A DISTANCE OF 400.00 FEET; THENCE SOUTH 87 DEGREES 30 MINUTES 21 SECONDS WEST, A DISTANCE OF 220.00 FEET; THENCE NORTH 02 DEGREES 29 MINUTES 39 SECONDS WEST, A DISTANCE OF 495.00 FEET; THENCE NORTH 68 DEGREES 11 MINUTES 52 SECONDS EAST, A DISTANCE OF 240.09 FEET; THENCE SOUTH 21 DEGREES 48 MINUTES 08 SECONDS EAST, OF DISTANCE OF 105.22 FEET; THENCE SOUTH 21 DEGREES 48 MINUTES 08 SECONDS EAST, A DISTANCE OF 105.22 THENCE NORTH 68 DEGREES 11 MINUTES 52 SECONDS EAST, A DISTANCE OF 130.00 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF SAID SOUTH CENTRAL AVENUE; THENCE SOUTH 21 DEGREES 48 MINUTES 08 SECONDS EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING.

**TOGETHER WITH:**

THOSE RIGHTS APPURTENANT THERETO AS SET FORTH IN THAT CERTAIN EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 649, AT PAGE 897, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

## **EXHIBIT "B"**

The LESSEE shall maintain the entire property in a standard that is "reasonably acceptable" for a value oriented, public, recreational golf and clubhouse facility. Should a dispute arise out of what is deemed "reasonably acceptable" a special committee may be formed, consisting of 3-7 members of FGM, the City of Flagler Beach, and the general public.

**THE NEWS-JOURNAL**

Published Daily and Sunday  
Daytona Beach, Volusia County, Florida

**State of Florida,  
County of Volusia**

Before the undersigned authority personally appeared

**Cynthia Anderson**

who, on oath says that she is .....

**LEGAL COORDINATOR**

of The News-Journal, a daily and Sunday newspaper,  
published at Daytona Beach in Volusia County, Florida; the  
attached copy of advertisement, being a  
.....

**PUBLIC NOTICE**

**L 2166079**

in the Court,  
was published in said newspaper in the issues.....

**NOVEMBER 10, 2015**

Affiant further says that The News-Journal is a newspaper  
published at Daytona Beach, in said Volusia County, Florida,  
and that the said newspaper has heretofore been continuously  
published in said Volusia County, Florida, each day and  
Sunday and has been entered as second-class mail matter at  
the post office in Daytona Beach, in said Volusia County,  
Florida, for a period of one year next preceding the first  
publication of the attached copy of advertisement; and affiant  
further says that he has neither paid nor promised any person,  
firm or corporation any discount, rebate, commission or  
refund for the purpose of securing this advertisement for  
publication in the said newspaper

.....*Cynthia Anderson*.....

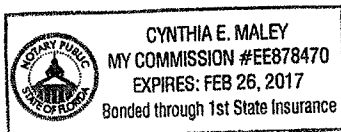
Sworn to and subscribed before me

This **10TH** of **NOVEMBER**

A.D. 2015

49D

.....*Cynthia E. Maley*.....



A-16

ORDINANCE 2015-14  
AN ORDINANCE OF THE CITY OF  
FLAGLER BEACH, FLORIDA,  
AUTHORIZING AND APPROVING A  
LEASE AGREEMENT FOR THE GOLF  
COURSE PROPERTY LOCATED AT 3600  
SOUTH CENTRAL AVENUE AND  
PROVIDING FOR AN EFFECTIVE DATE.  
PUBLIC HEARING'S AND FINAL  
READING WILL BE HELD ON FRIDAY,  
NOVEMBER 20, 2015 AT 6:00 P.M., OR  
AS SOON THERE AFTER AS POSSIBLE,  
IN THE CITY COMMISSION CHAMBERS,  
105 S. 2ND ST., FLAGLER BEACH, FL.  
THIS PUBLIC HEARING MAY BE  
CONTINUED TO A FUTURE DATE OR  
DATES. THE TIMES AND DATES OF  
ANY CONTINUANCES OF A PUBLIC  
HEARING SHALL BE ANNOUNCED  
DURING THE PUBLIC HEARING  
WITHOUT ANY FURTHER PUBLISHED  
NOTICE. THE ORDINANCE MAY BE  
VIEWED AT THE ABOVE LOCATION.  
INTERESTED PARTIES MAY APPEAR AT  
THE MEETING AND BE HEARD WITH  
RESPECT TO THE PROPOSED  
ORDINANCE.  
CITY OF FLAGLER BEACH  
P.O. BOX 70, 105 S. 2ND STREET  
FLAGLER BEACH, FL 32136  
PHONE (386) 517-2000  
FAX (386) 517-2008  
L2166079, Nov. 10, 2015. It

## BRAZILIAN PEPPER REMOVAL AGREEMENT

THIS BRAZILIAN PEPPER REMOVAL AGREEMENT (the "Lease") is made and entered into this 20<sup>th</sup> day of November, 2015, by and between the CITY OF FLAGLER BEACH, FLORIDA, hereinafter referred to as the "City", and FLAGLER GOLF MANAGEMENT, LLC, hereinafter referred to as "FGM."

**WHEREAS**, the City owns certain property located at 3600 South Central Avenue consisting of a former golf course (the "Golf Course Property"); and

**WHEREAS**, the City and FGM have entered into a Lease Agreement for the Golf Course Property pursuant to which FGM shall restore the Golf Course Property to playable condition and continue to operate same; and

**WHEREAS**, the Golf Course Property has a significant Brazilian Pepper infestation; and

**WHEREAS**, the City has budgeted \$14,700 in its 2015/2016 annual budget for continued Brazilian Pepper removal on the Golf Course Property; and

**WHEREAS**, the cost of eradication of the Brazilian Pepper infestation on the Golf Course Property is expected to exceed \$30,000; and

**WHEREAS**, FGM has offered to complete the eradication of the Brazilian Pepper infestation in exchange for payment of \$14,700 from the City.

**NOW THEREFORE**, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which hereby acknowledged, the parties hereto agree as follows:

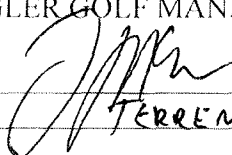
1. Within 90 days of the date of this agreement, FGM shall remove at least 95% of the existing Brazilian Peppers from the Golf Course Property.
2. The City shall pay FGM for the removal of Brazilian Peppers as follows:
  - a. \$13,230 shall be paid by the City upon execution by all parties of this Agreement;
  - b. \$1,470 shall be paid by the City upon completion and approval by the City of the Brazilian Pepper removal conducted by FGM.

**WHEREFORE**, the parties hereto have hereunto set their hands on the date and year first above written.

FLAGLER GOLF MANAGEMENT, LLC

By:

Print:

  
TERRENCE McMANUS

A-17

Its: MGR

CITY OF FLAGLER BEACH, FLORIDA

By: Linda Provencher  
Linda Provencher, Mayor

Attest:  
Penny Overstreet  
Penny Overstreet, City Clerk

## DEFAULT CURE EXTENSION AGREEMENT

THIS AGREEMENT is made and entered into this 27<sup>th</sup> day of September, 2018, by and between the CITY OF FLAGLER BEACH, FLORIDA, hereinafter referred to as "Lessor", and FLAGLER GOLF MANAGEMENT, LLC, hereinafter referred to as "Lessee".

WHEREAS, on July 27, 2018, Lessor delivered to Lessee a default and cure letter to Lessee related to the condition of the golf course pursuant to the Lease Agreement between the parties; and

WHEREAS, pursuant to the Lease Agreement, Lessor allowed Lessee thirty days to cure the default of the Lease Agreement; and

WHEREAS, on September 9, 2018, the City Commission of the City of Flagler Beach conducted a special meeting to consider whether Lessee had cured the default claimed by Lessor and whether to terminate the Lease Agreement as provided therein; and

WHEREAS, on September 9, 2018, the City Commission of the City of Flagler Beach found Lessee had not cured the default within the thirty days allowed, however, the City Commission postponed the decision as to whether to terminate the Lease Agreement in order to consider alternatives to ensure an effective and lasting cure to the conditions found by the City Commission to constitute a default; and

WHEREAS, Lessee has agreed to the terms contained herein in order to provide assurances that the golf course will be brought back to the condition contemplated in the Lease Agreement and that such condition will be maintained throughout the duration of the Lease Agreement; and

WHEREAS, Lessor, in reliance upon Lessee's assurances contained herein, is willing to agree to an extension of the time allowed for cure of the default cited in the July 27, 2018 default and cure letter related to the condition of the golf course.

NOW THEREFORE, the parties agree as follows:

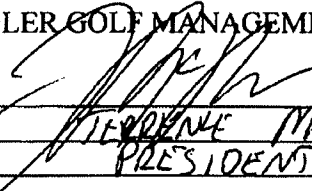
- 1) Lessor agrees to allow Lessee one hundred twenty days from the date of this Agreement to cure the default related to the condition of the golf course (the "Extended Cure Period").
- 2) During said Extended Cure Period, Lessee shall continue its efforts to restore the golf course to a standard that is reasonably acceptable for a value oriented, public, recreational golf and clubhouse facility.
- 3) Within ninety days from the date of this Agreement, Lessee shall have the golf course inspected and evaluated by an independent agronomist with experience in golf courses or similarly qualified professional (the "Qualified Professional") who shall prepare a report addressing whether the golf course is at a standard reasonably acceptable for a value oriented, public, recreational golf and clubhouse facility.
- 4) Lessee shall deliver to Lessor a copy of the independent Qualified Professional's report within five calendar days of Lessee's receipt of same.


A-19

- 5) If the Qualified Professional's report identifies any deficiencies in the condition of the golf course, said deficiencies shall be addressed and resolved by Lessee prior to the expiration of the Extended Cure Period and Lessee shall have the golf course re-inspected and reevaluated by the Qualified Professional prior to the expiration of the Extended Cure Period. Upon completion of the Qualified Professional's reevaluation report, Lessee shall deliver a copy of same to Lessor within five calendar days of Lessee's receipt of the reevaluation report.
  
- 6) Upon acceptance and approval by Lessor of a report from the Qualified Professional determining the golf course to be at a level reasonably acceptable for a value oriented, public, recreational golf and clubhouse facility, a representative of Lessee and Lessor shall perform a walkthrough of the golf course and photograph each tee box, fairway, and green and the parties shall enter an addendum to the Lease Agreement to incorporate said photographs into the Lease Agreement as the minimum standard to which Lessee shall substantially maintain the condition of the golf course in the future.
  
- 7) If Lessor disagrees with any findings of Lessee's Qualified Professional's report determining the golf course to be at a level reasonably acceptable for a value oriented, public, recreational golf and clubhouse facility, Lessor shall notify Lessee in writing within fifteen calendar days of delivery of said report and describe in detail the bases for disagreement. If the parties are unable within fifteen calendar days from the date of delivery of such notice to mutually resolve any dispute Lessor has with Lessee's Qualified Professional's report, Lessor may exercise any rights available to it pursuant to the Lease regarding the asserted default.

WHEREFORE, the parties hereto have hereunto set their hands on the date and year first above written.

LESSEE:  
FLAGLER GOLF MANAGEMENT, LLC

By:   
 Print: TERRENCE McMANUS  
 Its: PRESIDENT

LESSOR:  
CITY OF FLAGLER BEACH, FLORIDA  
 By:   
 Linda Provencher, Mayor

Attest:   
 Penny Overstreet, City Clerk



**ORDINANCE NO. 2019-07**

**AN ORDINANCE OF THE CITY OF FLAGLER BEACH, FLORIDA, AUTHORIZING AND APPROVING THE FIRST ADDENDUM TO THE LEASE AGREEMENT BETWEEN THE CITY OF FLAGLER BEACH AND FLAGLER GOLF MANAGEMENT, LLC FOR THE GOLF COURSE PROPERTY LOCATED AT 3600 SOUTH CENTRAL AVENUE AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Flagler Beach is the owner of property located at 3600 South Central Avenue (“the Golf Course Property”); and

**WHEREAS**, the City and Flagler Golf Management, LLC have entered a lease for the Golf Course Property (the “Lease Agreement”); and

**WHEREAS**, the City and Flagler Golf Management, LLC desire to amend the terms of the Lease Agreement.

**NOW THEREFORE, BE IT ENACTED** by the City Commission of the City of Flagler Beach, Florida:

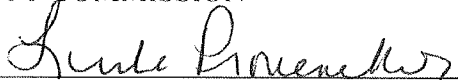
**SECTION 1.** The First Addendum to the Lease Agreement attached hereto as “Exhibit “A” is hereby approved by the City Commission of the City of Flagler Beach, Florida and the Mayor is hereby authorized to execute on behalf of the City of Flagler Beach, Florida.

**SECTION 2.** This Ordinance shall become effective immediately upon its adoption as provided by law.

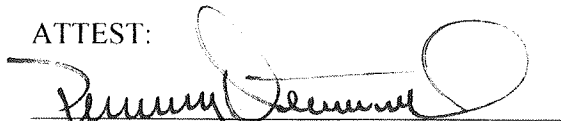
**PASSED ON FIRST READING THIS 11TH DAY OF APRIL, 2019.**

**PASSED AND ADOPTED THIS 25<sup>th</sup> DAY OF APRIL, 2019.**

CITY OF FLAGLER BEACH, FLORIDA  
CITY COMMISSION

  
\_\_\_\_\_  
Linda Provencher, Mayor

ATTEST:

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

## FIRST ADDENDUM TO GOLF COURSE LEASE AGREEMENT

THIS FIRST ADDENDUM TO GOLF COURSE LEASE AGREEMENT is made and entered into this 25<sup>th</sup> day of APRIL, 2019, by and between the CITY OF FLAGLER BEACH, FLORIDA, hereinafter referred to as "Lessor", and FLAGLER GOLF MANAGEMENT, LLC, hereinafter referred to as "Lessee".

**WHEREAS**, on November 20, 2015, Lessor and Lessee entered a Golf Course Lease Agreement; and

**WHEREAS**, the Golf Course Lease Agreement set forth minimal standards regarding the condition of the greens and fairways; and

**WHEREAS**, Lessor and Lessee have had disagreements in the past regarding the conditions of the greens and fairways; and

**WHEREAS**, September 27, 2018, Lessor and Lessee entered a Default Cure Extension Agreement addressing the condition of the greens and fairways; and

**WHEREAS**, the Default Cure Extension Agreement contemplated the Lessee improving the greens and fairways from the condition in which they existed as of the date of the Default Cure Extension Agreement; and

**WHEREAS**, Lessee has improved the greens and fairways from the condition in which they existed as of the date of Default Cure Extension Agreement; and

**WHEREAS**, Lessor is satisfied with the current condition of the greens and fairways as a minimal standard to be maintained; and

**WHEREAS**, as contemplated in the Default Cure Extension Agreement, the Lessor and Lessee desire to amend the Golf Course Lease Agreement to include the photographs greens and fairways as supplemental documentation of the minimal standard at which the greens and fairways will be maintained.

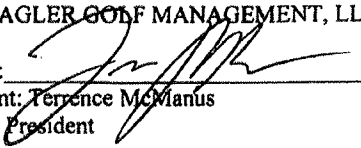
**NOW, THEREFORE**, the parties hereto agree to the amendment of Section 7.2 of the Golf Course Lease as set forth herein (Note: underlined text indicates additions and ~~strikethrough~~ text indicates deletions):

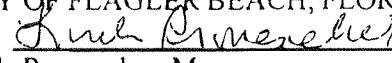
7.2 FAIRWAYS AND GREENS. With specific reference to the care and maintenance of the golf course fairways and greens, Lessee shall perform the duties and conform to the standards listed on the attached Exhibit "B." In addition, the photographs attached as Exhibit "C" are incorporated herein as a photographic representation of the minimal standard at which the greens and fairways shall be maintained and Lessee shall maintain the greens and fairways in a manner substantially similar to said photographs. In the event Lessor receives any written complaints regarding the condition of the fairways and greens, Lessor ~~may~~ shall direct such complaints to Lessee. Lessee shall review and provide a response in writing within ten (10) days to Lessor to each complaint so directed to it.

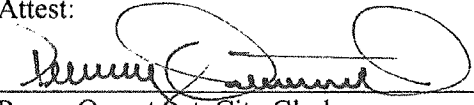
Lessee's response ~~may~~ shall provide for measures to be taken to correct the issue raised or an explanation of the condition and why no corrective measures are reasonably required.

**WHEREFORE**, the parties hereto have hereunto set their hands on the date and year first above written.

LESSEE:  
FLAGLER GOLF MANAGEMENT, LLC

By:   
Print: Terrence McManus  
Its: President

LESSOR:  
CITY OF FLAGLER BEACH, FLORIDA  
By:   
Linda Provencher, Mayor

Attest:  
  
Penny Overstreet, City Clerk

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

IN THE COUNTY COURT OF THE SEVENTH JUDICIAL CIRCUIT  
IN AND FOR FLAGLER COUNTY, FLORIDA

FLAGLER GOLF MANAGEMENT, LLC,

Plaintiff,

CASE NO.: 2022-CA-000230  
(Abated and consolidated with 2022-CA-658)

vs.

CITY OF FLAGLER BEACH,

Defendant.

\_\_\_\_\_ /

CITY OF FLAGLER BEACH,

Plaintiff/Counter-Defendant,

CASE NO.: 2022-CA-000658  
(formerly 2022-CC-000212)

vs.

FLAGLER GOLF MANAGEMENT, LLC,

Defendant/Counter-Plaintiff

\_\_\_\_\_ /

**MEDIATED SETTLEMENT AGREEMENT**

The Plaintiff/Counter-Defendant, **THE CITY OF FLAGLER BEACH** (the "City"), a Florida municipal corporation, and the Defendant/Counter-Plaintiff, **FLAGLER GOLF MANAGEMENT, LLC** ("FGM" or the "Tenant") (collectively, the "Parties"), a Florida Limited Liability Company, whose address is 2531 Sawyer Terrace, Wellington, FL 33414, hereby enter into this Mediated Settlement Agreement (the "Agreement") to resolve any and all claims by and among the Parties in connection with or arising out of the above-styled actions (the "Lawsuit").

**WHEREAS**, City owns the real property located in Flagler County, Florida: 3600 South Central Avenue, Flagler Beach, FL 32136 (the "Property" or "Golf Course"); and

**WHEREAS**, FGM has possession of the Property pursuant to a Golf Course Lease Agreement (the "Lease"), dated November 20, 2015, which has been amended from time to time, and FGM manages and operates the City's golf course on the Property under the Lease; and

**WHEREAS**, this Agreement is the result of a mediated settlement of the Lawsuit, including Case Numbers 2022-CA-000230 (abated and consolidated with 2022-CA-000658) and 2022-CA-000658 (formerly 2022-CC-000212), all brought in the Circuit and County Court of the Seventh Judicial Circuit in and for Flagler County, Florida; and

**WHEREAS**, the Lawsuit involves an action for eviction and statutory holdover damages by the City; counterclaim(s) brought by FGM for breach of contract, interference with use, and interference with quiet enjoyment, as well as other claims; and a declaratory action brought by FGM related to the Parties' Lease and the termination thereof by the City; and

**WHEREAS**, to avoid the cost, expense, and unknown result of protracted litigation, the Parties desire to enter into this Agreement to settle and resolve the Lawsuit; and

**WHEREAS**, this Agreement and the satisfaction of its terms and condition, shall constitute a full and final resolution and settlement of all claims between the Parties arising from or related to the Lawsuit.

**NOW THEREFORE**, for good and valuable consideration received, the sufficiency of which is stipulated by the Parties, it is hereby resolved and agreed by and between the City and FGM as follows:

1. **Recitals**. The recitals and introductory paragraph are fully adopted and incorporated herein by reference as if set forth fully herein.

2. **9-Months to Sell FGM's Membership Interest in the Limited Liability Company**.

In exchange for the Judgment for Possession term set forth below and the prompt entry of a Judgment for Possession of the Property in favor of the City by the Circuit Court, the City agrees

that FGM shall have nine (9) months (270 days) to sell FGM's and its member's membership interests in Flagler Golf Management, LLC (the "Membership Interest") to a bona fide good faith purchaser for value.

- a. The Parties agree that while the Lease contains an express prohibition upon the assignment or subletting of the Lease (Article 14 of the Lease) to a third-party, there is no contractual provision between the Parties, in the Lease or elsewhere, prohibiting FGM and its members from selling the Membership Interest in FGM.
- b. The City agrees that during the term of this Agreement it shall not intentionally interfere with FGM or its members' attempts to sell the Membership Interest to bona fide good faith purchaser(s) for value -- and will not interfere with FGM's operation of the golf course during the aforementioned 270 days -- or at any time after this document is signed by FGM. The Parties will work together in good faith with respect to any repairs to the Property and clubhouse thereof at all times.
- c. The City agrees that a bona fide good faith purchaser of FGM's Membership Interest shall be entitled to assume all material terms of the current Lease.

i. Non-material terms include the name of Flagler Golf Management, LLC as the Lessee in the Lease. Following the completion of the sale of FGM's Membership Interest, the City will seek to have FGM change its legal name and amend the Lease to reflect said change. The name of the entity shall be at the discretion of the new owner(s) of the Membership Interest in FGM.

ii. Non-material terms also include the inclusion in the Lease by amendment for a felony criminal background check of the operator(s) if said operator(s) are not known by the purchaser(s) prior to the completion of the sale. In addition, should FGM breach the terms of this Agreement by completing the sale of the

Membership Interest without first providing the City with an opportunity to perform a felony criminal background check on the purchaser(s), the City will seek to amend the Lease to include such a term. (See City's Entitlement to Due Diligence in Paragraph 3).

iii. All other terms of the existing Lease, including the current, effective amendments thereto constitute material terms that the new purchaser(s) will be entitled to.

d. The nine (9) month period (270 days) shall begin to run and be calculated from the **Effective Date** of this Agreement (defined *infra*).

e. **No Extension.** The Parties agree that the nine (9) month period to sell the Membership Interest is a bargained for, material term of this Agreement, which is directly tied to the City's agreement to abate the enforceability of the Judgment for Possession term set forth below. Accordingly, the Parties agree that there shall be no extensions of the nine (9) month time period for FGM to sell the Membership Interest in FGM.

3. **City's Entitlement to Reasonable Due Diligence Defined.** Notwithstanding the City's agreement not to interfere with FGM and its members' attempts to sell the Membership Interest, the City is entitled to the following reasonable due diligence in advance of any sale:

a. Advance written notice from FGM to counsel for the City or the City Manager of FGM's intent to sell the Membership Interest, including:

i. Reasonable information identifying the purchaser of FGM's Membership Interest and reasonable information reflecting that the sale is to a bona fide, good faith purchaser for value. FGM shall also provide the City with reasonable information demonstrating that the purchaser(s) or their intended

operator (which may be an individual or corporate entity, subject to the Lease's terms and conditions) has prior experience operating a golf course or in golf course management.

ii.A felony criminal background check form provided to the City by FGM and completed by the intended purchaser(s) and/or operators, enabling the City to conduct a felony criminal background check. The felony criminal background check form is attached hereto as **Exhibit "A"**.

1. The Parties understand that prospective purchaser(s) may not have identified the individuals who will operate the Golf Course at the time of sale. Accordingly, if the purchaser(s) intend to hire others to operate the Golf Course at a later date, then FGM must inform the purchaser(s) that the City will be entitled to perform a felony criminal background check of the operators at that time and that the Lease may be amended in writing following the sale to require same. FGM is required to inform the purchaser(s) in writing of this term prior to sale.
2. Any felony criminal background checks performed shall be done at the City's expense and will be completed, within 7 days of the submission of the required form to the City or its attorney. The City shall notify FGM's counsel if it objects to the potential purchaser within said 7 days. If the City fails to object to said purchaser within said 7 days, the City will be deemed to have waived its right to object to the purchaser.

- iii. A sworn affidavit, prepared by the City and attached hereto as **Exhibit "B"**, executed by Terry McManus and notarized, establishing that neither Terry McManus nor any entity he is associated with, McManus's agents, assigns, family members, spouse, siblings, children, etc. shall have any financial interest in the purchaser(s) or their entities at the time of sale or at any time in the future. Any strawman transactions shall constitute a material breach of this Agreement.
- b. To the greatest extent possible, all communications between the Parties regarding the City's entitlement to reasonable due diligence set forth in paragraph 3 shall be in writing, with copies by electronic mail to FGM's counsel, Mr. Scott Zappolo, Esquire, at [scott@zappololaw.com](mailto:scott@zappololaw.com). Pursuant to the City's agreement not to interfere with FGM's ability to sell its Membership Interest in the limited liability company, the City, its elected officials, officers, employees, and agents, shall endeavor not to communicate directly with the purchaser(s) about the terms of any potential sale of the Membership Interest without FGM's participation and prior consent. However, the Parties acknowledge and agree that as a public entity which conducts public meetings with public comment periods, the City cannot absolutely agree to have no contact with the purchaser(s) prior to a sale. The City shall agree to promptly notify FGM and its counsel of any such unsolicited communications in writing and make every reasonable effort to include FGM and its counsel should the purchaser(s) contact the City, its elected officials, officers, employees, or agents.
- c. Prior to closing on any sale of its Membership Interest, FGM shall provide the purchaser(s) with a fully executed copy of this Agreement.

- d. The terms and conditions set forth in paragraph 3 constitute the reasonable due diligence the City is entitled to undertake and receive in advance of any sale of FGM's Membership Interest and the Parties agree that such terms and conditions in paragraph 3 do not constitute interference by the City.
- e. Any breach of the terms and conditions in paragraph 3 by FGM do not afford the City any legal right or claim to cancel any sale of FGM's Membership Interest. Instead, FGM's failure to comply with the terms and conditions of paragraph 3 shall constitute material breach(es) of this Agreement and afford the City all of its rights and remedies set forth herein.
- f. Any breach of the terms and conditions of this Agreement by the City shall give FGM the right to petition the Court to cancel the Final Judgment for possession referenced herein (para. 4).
- g. Upon any breach of this Agreement by either of the Parties, the non-breaching party shall give written notice to the other (the City c/o Drew Smith, [dsmith@shepardfirm.com](mailto:dsmith@shepardfirm.com); and FGM c/o Scott Zappolo, [scott@zappololaw.com](mailto:scott@zappololaw.com)). The breaching party shall have five (5) days to cure any alleged breach of this Agreement. If the alleged breached is not cured in five (5) days, the non-breaching party shall have the right to petition the Court for their respective remedies set forth in this Agreement.
- h. Following any such petition to the Court, if it is determined by the Court that a party breached the terms of this Agreement, then all claims released in the Specific Release attached hereto as Exhibit "D," shall be null and void, and the Parties may pursue their respective claims against one another.

4. Final Judgment for Possession and Abatement of FGM's Counterclaim(s).

a. In exchange for the nine (9) months for FGM to sell its Membership Interest, as well as other terms and conditions herein; FGM agrees and consents to the entry of a Final Judgment for Possession to be entered in favor of the City and against FGM by the Circuit Court in Case No. 2022-CA-000658 following the Effective Date (defined *infra*) of this Agreement.

i. Following the Effective Date (defined *infra*), the Parties shall file a joint motion, attaching a fully executed copy of this Agreement, a proposed order, and a proposed Final Judgment for Possession in the above-styled case.

ii. A copy of the agreed upon Final Judgment for Possession is attached hereto as **Exhibit "C"**.

iii. The Parties and their counsel agree to cooperate and file the joint motion and, if necessary, to attend any hearings necessary to effectuate the entry of the Final Judgment for Possession.

iv. The City shall not attempt to enforce the Final Judgment for Possession until nine (9) months (270-days) following the Effective Date of this Agreement unless FGM breaches the terms of this Agreement. Should FGM's ownership interest be sold as contemplated herein, the new owners (via the same LLC -- but with changed name) shall be entitled to remain in possession of the Golf Course pursuant to the terms of the Lease (as may be modified herein).

v. The Final Judgment for Possession shall expressly state that execution thereof shall issue on a date certain, which shall be nine (9) months (270 days) from the Effective Date of this Agreement and make specific reference to this Agreement (see *infra* re Effective Date).

vi. The Final Judgment for Possession shall not include any damages or statutory holdover damages.

vii. **Attorneys' Fees and Costs Motion – Timeliness.** If the Final Judgment for Possession becomes enforceable, the City shall be entitled to file a motion for entitlement and quantification of attorneys' fees and costs notwithstanding the fact that said motion may be filed more than thirty (30) days after the Final Judgment for Possession is entered by the Circuit Court. FGM expressly consents to the filing of any such motion and FGM waives its right to object that the motion is untimely under the general law of the State of Florida, the Florida Rules of Civil Procedure, or Florida common law, so long as the City's motion for entitlement to attorneys' fees and costs is filed within thirty (30) days from the date certain when the Final Judgment becomes subject to execution, as set forth in Exhibit "C", or within thirty (30) days from the City filing a Notice and/or Motion for breach of this Agreement. By consenting to the timeliness of any such motion and waiving its right to object on the basis of timeliness, FGM is not waiving its right to object to entitlement or the reasonableness of the amount of attorneys' fees and costs requested.

viii. **Likewise, should the City Breach this Agreement and FGM pursue its claims, FGM shall be entitled to maintain its claim for attorney's fees and costs in the same manner as the City (procedure set forth above).**

ix. The date certain for the Final Judgment for Possession to become effective shall not be extended.

x. **Joint Motion to Abate/Stay FGM's Counterclaim(s).** In order to effectuate the terms of this Agreement, FGM further agrees to file a joint motion to abate

or stay FGM's counterclaim(s) against the City in Case No. 2022-CA-000658 pending the satisfaction of this Agreement. The parties and their counsel agree to cooperate in the drafting of the joint motion and to file any such additional notices, motions, or proposed order jointly and to appear at any hearings necessary effectuate the abatement or staying of FGM's counterclaim(s).

**xi. The Parties agree that upon the Court's granting of the joint motions referenced herein, entering the proposed orders referenced herein, and the entry of the Final Judgment for Possession attached as Exhibit "C", that the Court may administratively close this Lawsuit while retaining jurisdiction to enforce the terms of this Agreement.**

**5. Satisfaction of Terms, Joint Stipulation of Dismissal With Prejudice, Vacating Final Judgment for Possession.**

- a. Following satisfaction of the City's Entitlement to Due Diligence as set forth in paragraph 3, the closing of the sale of 100% of FGM's Membership Interest within nine (9) months from the Effective Date of this Agreement, and the City receiving written notice and confirmation of same, the following shall promptly occur within three (3) business days:
  - i. The Parties shall file a Joint Stipulation of Dismissal with Prejudice of all claims in or arising out of the Lawsuit.
  - ii. The City shall also file a motion to vacate the Final Judgment for Possession.
  - iii. The Parties agree to cooperate in good faith to file any such other notices, motions, or proposed orders jointly and to appear at any hearings that may be required to effectuate same.

iv. The Parties shall each execute and provide to the other a release in the form attached hereto as **Exhibit "D"**.

- b. Within 30 days following the satisfaction of terms set forth in paragraph 5.a.i-iv., the City shall refund all rent to FGM's prior members which was paid by FGM or its prior members into the registry of the Court or to the City during the term of this Agreement and the Lawsuit.
- c. FGM's unpaid utility bills for services by the City during the term of this Lawsuit and this Agreement through the date of the sale of FGM's Membership Interest will be waived by the City in writing, but only if (a) the purchase of FGM's Membership Interest effectively closes; and (b) the joint stipulations of dismissal with prejudice are filed and an order vacating the Final Judgment for Possession is entered by the Circuit Court.
- d. By the terms of this Agreement, the City is not agreeing to waive any rent due or bills for utility services from the City, which are incurred by FGM and its purchaser(s) following the effective closing of sale of FGM's Membership Interest.
- e. Should this Agreement be breached by FGM or the nine (9) month term expire without a sale and without the filing of joint stipulations of dismissal with prejudice, all rents, including holdover damages, and unpaid utility bills will remain due and owing from FGM, the Judgment for Possession shall be fully enforceable, and the City may seek amendment of the Judgment for Possession to make it immediately enforceable if FGM breaches this Agreement before the expiration of the nine (9) months.

**6. No Intentional Tampering, Destruction or Waste.** Any intentional tampering or destruction of City property, facilities, utilities, or utility lines, and any excessive waste by

FGM during the term of this Agreement shall constitute a material breach, are not released by the terms of the Specific Release set forth in Exhibit "D", and the City may pursue all civil and criminal remedies allowable by law and equity. Likewise, any intentional interference with FGM's operation of the Golf Course or its ability to sell its Membership interests as contemplated herein shall constitute a material breach and are not released by the terms of the Specific Release set forth in Exhibit "D" and FGM may pursue all civil and criminal remedies allowable by law and equity.

**7. Deadline for FGM/Terry McManus to Execute this Agreement.** FGM, Terry McManus, and/or an individual with an effective power of attorney, must execute this Agreement on behalf of FGM no later than June 12, 2023.

- a. FGM shall provide the City with an effective power of attorney demonstrating the authority of the individual executing this Agreement on behalf of Terry McManus if he does not execute this Agreement.
- b. FGM agrees to be bound by the execution of this Agreement by the individual holding the power of attorney.
- c. The Parties agree that the deadline to execute this Agreement no later than June 12, 2023 is an accommodation afforded to FGM due to Terry McManus's present incarceration.

**8. City's Execution of this Agreement and Public Hearing.**

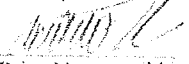
- a. The Parties agree that because the City is a public entity, the City Commission must hold a duly noticed public meeting to consider the Agreement.
- b. The Parties agree that the City will not notice this Agreement for a public meeting until the City receives the executed Agreement from FGM.
- c. The City will provide FGM notice of the public meeting through counsel.

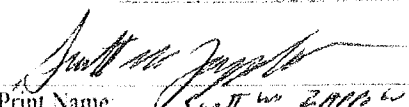
9. **Effective Date.** This Agreement shall not become effective until the City executes the Agreement following a duly noticed public meeting required by Florida law.
10. **Public Record.** The Fully Executed Agreement and its exhibits are public records, they shall be filed with the Court on the public docket, and they shall be given to the purchaser(s) prior to closing date of sale.
11. **Merger and Integration** Except as specifically stated otherwise herein, this Agreement sets forth the entire understanding of the parties relating to the subject matter hereof, and all prior understandings, written or oral, are fully merged and integrated into the terms of this Agreement. Notwithstanding this clause, this Agreement shall not alter or impair the current terms, conditions, rights and obligations of the Parties contained in the Lease.
12. **Specific Releases** The specific releases set forth in **Exhibit "D"** shall survive this Agreement and the Parties agree they shall be admissible in any subsequent proceeding arising out of or relating to the Lawsuit or this Agreement. Following the Effective Date of this Agreement, the specific releases shall not be effective if the terms and conditions of this Agreement are breached.
13. **Severability.** The Parties agree that each term, condition, clause and subclause or sentence contained in this Agreement shall be construed as independent of any other provision of this Agreement. In the event any term, condition, clause and subclause or sentence of this Agreement is found to be unenforceable, that portion of the provision shall be stricken and the remaining portion and provisions of the Agreement shall remain fully enforceable.
14. **Voluntary Agreement.** The Parties expressly recognize that this Agreement results from an arm's length negotiation process in which each of the Parties was given the opportunity

to consult with counsel and contribute to the drafting of the Agreement. No legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation or otherwise shall therefore accrue to the benefit of either of the Parties and the Parties expressly waive the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement. The Parties expressly recognize that they have each entered into this Agreement knowingly and voluntarily.

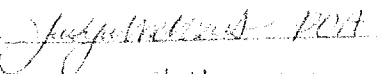
**[SIGNATURE PAGES FOLLOW]**

Signed, sealed and delivered  
in the presence of:

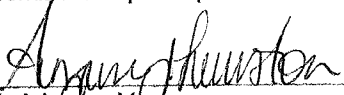
  
Print Name: SCOTT W. ZAMA

  
Print Name: SCOTT W. ZAMA

Flagler Golf Management, LLC

By:   
for Terrence McManus, LLC managing  
member  
Date: 6-11-2023

City of Flagler Beach  
A Florida Municipal corporation

BY:   
Suzie Johnson, Mayor  
Date: June 22 2023

ATTEST

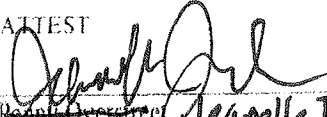
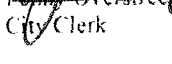
  
Deputy   
City Clerk Seanelle Jarrah

EXHIBIT "A"





**EXHIBIT "B"**

IN THE COUNTY COURT OF THE SEVENTH JUDICIAL CIRCUIT  
IN AND FOR FLAGLER COUNTY, FLORIDA

FLAGLER GOLF MANAGEMENT, LLC,

Plaintiff,

CASE NO.: 2022-CA-000230  
(Abated and consolidated with 2022-CA-658)

vs.

CITY OF FLAGLER BEACH,

Defendant.  
\_\_\_\_\_ /

CITY OF FLAGLER BEACH,

Plaintiff/Counter-Defendant,

CASE NO.: 2022-CA-000658  
(formerly 2022-CC-000212)

vs.

FLAGLER GOLF MANAGEMENT, LLC,

Defendant/Counter-Plaintiff  
\_\_\_\_\_ /

**AFFIDAVIT OF TERRY MCMANUS**

STATE OF FLORIDA, )  
COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority, duly authorized to administer oaths and take acknowledgements, personally appeared TERRY MCMANUS who, first being duly sworn under oath, deposes and says:

My name is TERRY MCMANUS, I am over eighteen years of age, and I have personal knowledge of the information contained in this affidavit.

I am the managing member of Flagler Golf Management, LLC.

Pursuant to the terms of the Mediated Settlement Agreement (the "Agreement") between Flagler Golf Management, LLC, and the City of Flagler Beach, I swear or affirm that sale of Flagler Golf Management, LLC's member's interest, as contemplated by the Agreement, shall be an arm's length transaction to a bona fide purchaser for value.

I further swear or affirm that neither I, Terry McManus, nor any entity that I own, hold an ownership interest in, or that I am associated with in any way, nor my agents, assigns, family members, spouse, siblings or children shall have any interest in the purchaser(s) of Flagler Golf Management, LLC's membership interest at any time, including the time of the sale or at any time in the future.

I acknowledge that the execution of this affidavit is a material term of the Agreement.

FURTHER AFFIANT SAYETH NAUGHT

Dated: June \_\_\_\_\_, 2023.

\_\_\_\_\_  
TERRY MCMANUS

STATE OF FLORIDA,  
COUNTY OF \_\_\_\_\_

The foregoing instrument was sworn and acknowledged before me by means of \_\_\_\_\_ physical presence or \_\_\_\_\_ online notarization, this \_\_\_\_\_ day of June 2023, by Terry McManus, who is \_\_\_\_\_ personally known to me or has produced \_\_\_\_\_ (type of identification) as identification.

\_\_\_\_\_  
Notary Public (Signature)

\_\_\_\_\_  
Notary Public (Printed name)  
Commission No.  
Expires

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**EXHIBIT "C"**

IN THE COUNTY COURT OF THE SEVENTH JUDICIAL CIRCUIT  
IN AND FOR FLAGLER COUNTY, FLORIDA

FLAGLER GOLF MANAGEMENT, LLC,

Plaintiff,

CASE NO.: 2022-CA-000230  
(Abated and consolidated with 2022-CA-  
658)

vs.

CITY OF FLAGLER BEACH,

Defendant.

\_\_\_\_\_ /

CITY OF FLAGLER BEACH,

Plaintiff/Counter-Defendant,

CASE NO.: 2022-CA-000658  
(formerly 2022-CC-000212)

vs.

FLAGLER GOLF MANAGEMENT, LLC,

Defendant/Counter-Plaintiff

\_\_\_\_\_ /

**FINAL JUDGMENT FOR POSSESSION**

THIS CAUSE comes before the Court, without a hearing, on Plaintiff/Counter-Defendant, CITY OF FLAGLER BEACH (the "City") and Defendant/Counter-Plaintiff, FLAGLER GOLF MANAGEMENT, LLC's ("FGM") (collectively, with City, the "Parties"): (a) joint motion to approve Mediated Settlement Agreement; (b) joint motion for entry of final judgment for possession only in favor of the City and against FGM; and (c) joint motion to abate or stay FGM's counterclaim(s) pending satisfaction of the Mediated Settlement Agreement (collectively, the "Motions"). The Court, having reviewed the Mediated Settlement Agreement and the Motions, including all exhibits thereto, an otherwise being fully advised in the premises, it is hereby

**ORDERED and ADJUDGED** as follows:

1. The Motions are **GRANTED**; and
2. The Mediated Settlement Agreement is **APPROVED**; and
3. FGM's counterclaim(s) raised in Case No. 2022-CA-000658 are **ABATED/STAYED** pending satisfaction of the terms of the Mediated Settlement Agreement or further order of this Court; and
4. Pursuant to the terms of the Mediated Settlement Agreement, the City is awarded **Final Judgment for Possession Only against FGM**, for which let execution issue on \_\_\_\_\_, 2024, entitling the City to evict Flagler Golf Management, LLC, from the property located at **3600 South Central Avenue, Flagler Beach, FL 32136** (the "Property" or "Golf Course"); and
5. Pursuant to the terms of the Mediated Settlement Agreement, this **Final Judgment for Possession Only** shall be held in abeyance and is not enforceable until \_\_\_\_\_, 2024, and **the Clerk shall not issue a writ of possession until such time absent further order of this Court.**

**DONE AND ORDERED** in Chambers at Bunnell, Florida on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
The Honorable Christopher A. France  
County Court Judge

Cc: D. Andrew Smith, III, Esq.  
Patrick Brackins, Esq.  
2300 Maitland Center PKWY, STE 100  
Maitland, FL 3275 (407) 622-1772  
*Counsel for the City*

Scott Zappolo, Esq.  
4360 Northlake Boulevard

Suite 101  
Palm Beach Gardens, FL 33410  
Scott@ZappoloLaw.com  
Counsel for Flagler Golf

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**EXHIBIT "D"**

**Specific Full and Final Release Agreement**

This Full and Final Release ("Specific Release Agreement") is made and entered by and between the **CITY OF FLAGLER BEACH**, a Florida municipal corporation, and **FLAGLER GOLF MANAGEMENT, LLC**, a Florida Limited Liability Company, whose address is C/O Scott Zappolo, Esq., 4360 Northlake Boulevard, Suite 101, Palm Beach Gardens, FL 33410.

**WHEREAS**, on the **Effective Date**, as defined in Paragraph 9 therein, the parties hereto entered a Mediated Settlement Agreement to resolve each parties' claims raised in Case Numbers 2022-CA-000230 (abated and consolidated with 2022-CA-000658) and 2022-CA-000658 (formerly 2022-CC-000212), all brought in the Circuit and County Court of the Seventh Judicial Circuit in and for Flagler County, Florida (the "Lawsuit"), and related to the Golf Course Lease Agreement entered by the parties on November 20, 2015 (the "Lease"), as amended from time to time; and

**WHEREAS**, the when the parties have each fully complied with the terms of said Mediated Settlement Agreement and, pursuant to the terms of said Mediated Settlement Agreement, they intend to fully release each other from all claims raised or which could have been raised in the Lawsuit arising from or related to the Lease.

**NOW THEREFORE**, in consideration of and in exchange for the mutual promises contained in the Mediated Settlement Agreement, the mutual releases granted herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Each party hereby fully, completely, and forever releases and discharges the other, its respective members, officials, directors, officers, agents, representatives, employees, beneficiaries,

heirs, successors, assigns and executors from and against any and all past, present and future losses, liabilities, responsibilities, demands, obligations, actions, causes of action, rights, judgments, interest, damages, compensation of any kind, liens, expenses (including attorney's fees and costs), and claims whatsoever, in law or in equity, whether based in statute, tort, contract, extra-contractual theories, or any other theories in law or equity, whether known or unknown, whether discovered or undiscovered, whether fixed or contingent, which arise out of or relate to the Lawsuit and the Lease.

It is understood further understood that this Specific Release Agreement shall survive the Mediated Settlement Agreement. In addition, should either party breach the terms of the Mediated Settlement Agreement, or if the Mediated Settlement Agreement and/or this Specific Release Agreement is not fully executed by both parties, then it shall have no force or effect.

**Signed, sealed and delivered  
in the presence of:**

**Flagler Golf Management, LLC**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**City of Flagler Beach  
A Florida Municipal corporation**

BY \_\_\_\_\_  
Suzie Johnston, Mayor  
Date: \_\_\_\_\_

ATTEST

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

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## DURABLE POWER OF ATTORNEY

OF

### TERRENCE MANCEL MCMANUS

I, TERRENCE MANCEL MCMANUS, with an address of 2531 Sawyer Terrace, Wellington, FL 33414 make, constitute and nominate my daughter, JORDYN TAYLOR MCMANUS, with an address of 1440 SW 82<sup>nd</sup> Terrace, Plantation, FL 33234 as my agent

#### ARTICLE I

I hereby give and grant unto my said agent full power and authority to act for me in any lawful way with respect to the powers enumerated in Article II, and to the powers which I have initialed in Article III, of this durable power of attorney

#### ARTICLE II

My agent is authorized to act for me in my name, place and stead and may exercise any or all of the powers contained in this Article II

**2.1 Banking and Other Financial Institution Transactions.** With regard to banking and other financial institution transactions, my agent shall have the authority to conduct banking transactions as provided in section 709 2208(1), Florida Statutes

**2.2 Investment Transactions.** With regard to stock and bond transactions, my agent shall have the authority to conduct investment transactions as provided in section 709 2208(2), Florida Statutes

**2.3 Real Property Transactions.** With regard to real property transactions, my agent may exercise all of the following powers with regard to any real property I own: (1) convey or mortgage homestead property, (2) accept as a gift or as security for a loan or reject, demand, buy, lease, receive, or otherwise acquire an interest in real property or a right incident to real property, (3) sell, exchange, convey with or without covenants, quitclaim, release, surrender, mortgage, encumber, partition, consent to partitioning, subdivide, apply for zoning, rezoning, or other governmental permits, plat or consent to platting, develop, grant options concerning, lease or sublet, or otherwise dispose of an estate or interest in real property or a right incident to real property, (4) release, assign, satisfy, and enforce by litigation, action, or otherwise a mortgage, deed of trust, encumbrance, lien, or other claim to real property that exists or is claimed to exist, (5) do any act of management or of conservation with respect to an interest in real property, or a right incident to real property, owned or claimed to be owned by me, including power to insure against a casualty, liability, or loss, obtain or regain possession or protect the interest or right by litigation, action, or otherwise, pay, compromise, or contest taxes or assessments or apply for and receive refunds in connection with them, and purchase supplies, hire assistance or labor, or make repairs or alterations in the real property, (6) use, develop, alter, replace, remove, erect, or install structures or other improvements on real property in which I have or claim to have an estate,

Durable Power of Attorney of Terrence Mancel McManus

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interest, or right, (7) participate in a reorganization with respect to real property or a legal entity that owns an interest in or right incident to real property, receive and hold shares of stock or obligations received in a plan or reorganization, and act with respect to the shares or obligations, including selling or otherwise disposing of the shares or obligations, exercising or selling an option, conversion, or similar right with respect to the shares or obligations, and voting the shares or obligations in person or by proxy, (8) change the form of title of an interest in or right incident to real property, and (9) dedicate easements or other real property in which I have or claim to have an interest to public use, with or without consideration

**2.4 Tangible Personal Property Transactions.** With regard to tangible personal property transactions, my agent may exercise all of the following powers: (1) accept as a gift or as security for a loan, reject, demand, buy, receive, or otherwise acquire ownership or possession of tangible personal property or an interest in tangible personal property, (2) sell, exchange, convey with or without covenants, release, surrender, mortgage, encumber, pledge, hypothecate, create a security interest in, pawn, grant options concerning, lease or sublet to others, or otherwise dispose of tangible personal property or an interest in tangible personal property, (3) release, assign, satisfy, or enforce by litigation, action, or otherwise a mortgage, security interest, encumbrance, lien, or other claim on my behalf, with respect to tangible personal property or an interest in tangible personal property, and (4) do an act of management or conservation with respect to tangible personal property or an interest in tangible personal property on my behalf, including insuring against casualty, liability, or loss; obtaining or regaining possession or protecting the property or interest by litigation, action, or otherwise; paying, compromising, or contesting taxes or assessments or applying for and receiving refunds in connection with taxes or assessments; moving from place to place, storing for hire or on a gratuitous bailment, and using, altering, and making repairs or alterations

**2.5 Business Operation Transactions.** With regard to business operation transactions, my agent may exercise all of the following powers: (1) operate, buy, sell, enlarge, reduce, or terminate a business interest, (2) to the extent that my agent is permitted by law, to perform a duty or discharge a liability or exercise a right, power, privilege, or option that I have, may have, or claim to have under a partnership agreement, whether or not I am a general or limited partner, (3) to the extent that my agent is permitted by law, to enforce the terms of a partnership agreement by litigation, action, or otherwise; (4) to the extent that my agent is permitted by law, to defend, submit to arbitration, settle, or compromise litigation or an action to which I am a party because of membership in the partnership; (5) exercise in person or by proxy or enforce by litigation, action, or otherwise a right, power, privilege, or option I have or claim to have as the holder of a bond, share, or other instrument of similar character and defend, submit to arbitration, settle, or compromise a legal proceeding to which I am a party because of a bond, share, or similar instrument; (6) with respect to any business owned solely by me, continue, modify, renegotiate, extend, and terminate a contract made with any individual or legal entity, firm, association, or corporation by or on my behalf with respect to the business before execution of the power of attorney, (7) with respect to any business owned solely by me, to determine the location of its operation, the nature and extent of its business; the methods of manufacturing, selling, merchandising, financing, accounting, and advertising employed in its operation; the amount and types of insurance carried, and the mode of engaging, compensating, and dealing with its accountants, attorneys, and other agents and employees; (8) with respect to any business

owned solely by me, to change the name or form of organization under which the business is operated and enter into a partnership agreement with other persons or organize a corporation to take over all or part of the operation of the business, (9) with respect to any business owned solely by me, to demand and receive money due or claimed by me or on my behalf in the operation of the business and control and disburse the money in the operation of the business, (10) put additional capital into a business in which I have an interest, (11) join in a plan of reorganization, consolidation, or merger of the business, (12) sell or liquidate a business or part of it at the time and on the terms that my agent considers desirable, (13) establish the value of a business under a buy-out agreement to which I am a party, (14) prepare, sign, file, and deliver reports, compilations of information, returns, or other papers with respect to a business that are required by a governmental agency, department, or instrumentality or that my agent considers desirable and make related payments, and (15) pay, compromise, or contest taxes or assessments and do any other act that my agent considers desirable to protect me from illegal or unnecessary taxation, fines, penalties, or assessments with respect to a business, including attempts to recover, in any manner permitted by law, money paid before or after the execution of the power of attorney

**2.6 Insurance Transactions.** With regard to insurance transactions, my agent may exercise all of the following powers. (1) continue, pay the premium or assessment on, modify, rescind, release, or terminate a contract procured by or on my behalf that insures or provides an annuity to either me or another person, whether or not I am a beneficiary under the contract, (2) procure new, different, or additional contracts of insurance and annuities for me or my spouse, children, and other dependents and select the amount, type of insurance or annuity, and mode of payment, (3) pay the premium or assessment on or modify, rescind, release, or terminate a contract of insurance or annuity procured by my agent, (4) apply for and receive a loan on the security of the contract of insurance or annuity, (5) surrender and receive the cash surrender value of a contract of insurance or annuity, (6) exercise an election, (7) change the manner of paying premiums, (8) change or convert the type of insurance contract or annuity with respect to which I have or claim to have a power described in this section, (9) apply for and procure government aid to guarantee or pay premiums of a contract of insurance on my life, (10) collect, sell, assign, hypothecate, borrow on, or pledge my interest in a contract of insurance or annuity, and (11) pay from proceeds or otherwise, compromise or contest, or apply for refunds in connection with a tax or assessment levied by a taxing authority with respect to a contract of insurance or annuity or its proceeds or liability accruing because of the tax or assessment

**2.7 Estate, Trust, and Other Beneficiary Transactions.** With regard to estate, trust, and other beneficiary transactions, my agent may act for me in all matters that affect a trust, probate estate, guardianship, conservatorship, escrow, custodianship, or other fund from which I am, may become, or claim to be entitled, as a beneficiary, to a share or payment, including to: (1) accept, reject, receive, receipt for, sell, assign, release, pledge, exchange, or consent to a reduction in or modification of a share in or payment from the fund, (2) demand or obtain by litigation, action, or otherwise money or any other thing of value to which I am, may become, or claim to be entitled because of the fund, (3) initiate, participate in, or oppose a legal or judicial proceeding to ascertain the meaning, validity, or effect of a deed, will, declaration of trust, or other instrument or transaction affecting my interest, (4) initiate, participate in, or oppose a legal or judicial proceeding to remove, substitute, or surcharge a fiduciary, (5) conserve, invest,

disburse, or use anything received for an authorized purpose, and (6) transfer all or part of my interest in real property, stocks, bonds, accounts with financial institutions, insurance, and other property to the trustee of a revocable trust created by me as settlor

**2.8 Claims and Litigation.** With regard to claims and litigation, my agent has the power to: (1) assert and prosecute before a court or administrative agency a claim, a claim for relief, a counterclaim, or an offset or defend against an individual, a legal entity, or a government, including suits to recover property or other thing of value, to recover damages sustained by me, to eliminate or modify tax liability, or to seek an injunction, specific performance, or other relief; (2) bring an action to determine adverse claims, intervene in an action or litigation, and act as amicus curiae; (3) in connection with an action or litigation, procure an attachment, garnishment, libel, order of arrest, or other preliminary, provisional, or intermediate relief and use an available procedure to effect or satisfy a judgment, order, or decree; (4) in connection with an action or litigation, perform any lawful act I could perform, including acceptance of tender, offer of judgment, admission of facts, submission of a controversy on an agreed statement of facts, consent to examination before trial, and binding of me in litigation; (5) submit to arbitration, settle, and propose or accept a compromise with respect to a claim or litigation; (6) waive the issuance and service of process on me, accept service of process, appear for me, designate persons on whom process directed to me may be served, execute and file or deliver stipulations on my behalf, verify pleadings, seek appellate review, procure and give surety and indemnity bonds, contract and pay for the preparation and printing of records and briefs, or receive and execute and file or deliver a consent, waiver, release, confession of judgment, satisfaction of judgment, notice, agreement, or other instrument in connection with the prosecution, settlement, or defense of a claim or litigation; (7) act for me with respect to bankruptcy or insolvency proceedings, whether voluntary or involuntary, concerning me or some other person, with respect to a reorganization proceeding or a receivership or application for the appointment of a receiver or trustee that affects my interest in real or personal property or other thing of value; and (8) pay a judgment against me or a settlement made in connection with a claim or litigation and receive and conserve money or other thing of value paid in settlement of or as proceeds of a claim or litigation.

**2.9 Personal and Family Maintenance.** With regard to personal and family maintenance, my agent may exercise all of the following powers: (1) perform the acts necessary to maintain the customary standard of living of me, my spouse and children, and other individuals customarily or legally entitled to be supported by me, including providing living quarters by purchase, lease, or other contract, or paying the operating costs, including interest, amortization payments, repairs, and taxes on premises owned by me and occupied by those individuals; (2) provide for the individuals described by Subsection (1) of this section normal domestic help, usual vacations and travel expenses, and funds for shelter, clothing, food, appropriate education, and other current living costs; (3) pay necessary medical, dental, and surgical care, hospitalization, and custodial care for the individuals described by Subsection (1) of this section; (4) continue any provision made by me for the individuals described by Subsection (1) of this section, for automobiles or other means of transportation, including registering, licensing, insuring, and replacing the automobiles or other means of transportation; (5) maintain or open charge accounts for the convenience of the individuals described by Subsection (1) of this section and open new accounts that my agent considers desirable to

accomplish a lawful purpose, and (6) continue payments incidental to my membership or affiliation in a church, club, society, order, or other organization or to continue contributions to those organizations

**2.10 Benefits From Certain Governmental Programs or Civil or Military Service.**

With regard to benefits from social security, Medicare, Medicaid, or other governmental programs or civil or military service, my agent has the power to: (1) execute vouchers in my name for allowances and reimbursements payable by the United States, a foreign government, or a state or subdivision of a state to me, including allowances and reimbursements for transportation of the individuals described by Section 2.09(1) of this durable power of attorney, and for shipment of their household effects; (2) take possession and order the removal and shipment of my property from a post, warehouse, depot, dock, or other place of storage or safekeeping, either governmental or private, and execute and deliver a release, voucher, receipt, bill of lading, shipping ticket, certificate, or other instrument for that purpose; (3) prepare, file, and prosecute a claim to a benefit or assistance, financial or otherwise, to which I claim to be entitled under a statute or governmental regulation; (4) prosecute, defend, submit to arbitration, settle, and propose or accept a compromise with respect to any benefits I may be entitled to receive; and (5) receive the financial proceeds of a claim of the type described in this Section 2.10 of this durable power of attorney and conserve, invest, disburse, or use anything received for a lawful purpose.

**2.11 Retirement Plan Transactions.** With regard to retirement plan transactions, my agent may exercise all of the following powers: (1) apply for service or disability retirement benefits; (2) select payment options under any retirement plan in which I participate, including plans for self-employed individuals; (3) make voluntary contributions to retirement plans if authorized by the plan; (4) exercise the investment powers available under any self-directed retirement plan; (5) make "rollovers" of plan benefits into other retirement plans; (6) borrow from, sell assets to, and purchase assets from retirement plans if authorized by the plan; (7) receive, endorse, and cash payments from a retirement plan; and (8) request and receive information relating to me and my retirement plan records.

**2.12 Tax Matters.** With regard to tax matters, my agent may exercise all of the following powers: (1) prepare, sign, and file federal, state, local, and foreign income, gift, payroll, Federal Insurance Contributions Act, and other tax returns, claims for refunds, requests for extension of time, petitions regarding tax matters, and any other tax-related documents, including receipts, offers, waivers, consents, including consents and agreements under Section 2032A of the Internal Revenue Code of 1986, as amended, (the "Code"), closing agreements, and any power of attorney form required by the Internal Revenue Service or other taxing authority with respect to a tax year on which the statute of limitations has not run and 25 tax years following that tax year; (2) pay taxes due, collect refunds, post bonds, receive confidential information, and contest deficiencies determined by the Internal Revenue Service or other taxing authority; (3) exercise any election available to me under federal, state, local, or foreign tax law; (4) act for me in all tax matters for all periods before the Internal Revenue Service and any other taxing authority; and (5) represent me, and appoint an agent or agents to represent me, before the Internal Revenue Service or any State or other taxing authority by completing, signing, and submitting IRS Form 2848 or any other governmental form

**2.13 Existing and Foreign Interests.** The powers described in Article II of this durable power of attorney may be exercised equally with respect to an interest I have at the time this durable power of attorney is executed or an interest which I acquire later, whether or not the interest is located in Florida and whether or not the powers are exercised or the durable power of attorney is executed in Florida

### ARTICLE III

My agent is authorized to perform the following specific acts for me if I have initiated the specific authority listed below

Initial:

(TM)

**Power to Make Annual Exclusion Gifts.** I grant to my agent the power to make gifts (outright, in trust, or otherwise) of any of my property to or to pay amounts on behalf of any person in an amount per donee which qualifies for the Federal gift tax annual exclusion under Section 2503(b) of the Internal Revenue Code of 1986, as amended, or if I am married at the time and my spouse agrees to split gifts for Federal gift tax purposes, in an amount per donee which qualifies for twice the Federal gift tax annual exclusion

(TM)

**Power to Make Gifts to Qualify for Public Benefits.** If my agent in my agent's sole discretion has determined that I need nursing home or other long-term medical care and that I will receive proper medical care whether I privately pay for such care or if I am a recipient of Title XIX (Medicaid) or other public benefits, then my agent shall have the power: (i) to take any and all steps necessary, in my agent's judgment, to obtain and maintain my eligibility for any and all public benefits and entitlement programs, including, if necessary, signing a deed with a retained life estate (also known as a "Lady Bird Deed") as well as creating and funding a qualified income trust or special needs trust for me or a disabled child, if any, (ii) to transfer with or without consideration my assets to my descendants (if any), or to my natural heirs at law or to the persons named as beneficiaries under my last will and testament or a revocable living trust which I may have established, including my agent, and (iii) to enter into a personal services contract for my benefit, including entering into such contract with my agent, and even if doing so may be considered self-dealing. Such public benefits and entitlement programs shall include, but are not limited to, Social Security, Supplemental Security Income, Medicare, Medicaid and Veterans benefits.

(TM)

**Create an Intervivos Trust.** I grant to my agent the power to create for me one or more revocable trusts (referred to as a "grantor trust") of which I am an income beneficiary and with such person or persons as my agent shall select as the trustee or co-trustees (including my agent, or a bank having trust powers or a trust company either of which must have, alone or when combined with its parent organization and affiliate, assets beneficially owned by others under its management with a value in excess of \$100,000,000 (U S)), without bond or

other security, and with such other terms and provisions as my agent shall deem appropriate, including, but not limited to, provisions to minimize or eliminate any death or transfer taxes which may be imposed on my estate, any grantor trust, any beneficiary of my estate or any beneficiary of any grantor trust, and to grant to the trustee or co-trustees of any grantor trust any one or more of the powers granted to a trustee under the governing law of the trust, provided, however, such trust agreement shall provide that I retain the power to revoke any such grantor trust, in whole or in part at any time, or that I have a general power of appointment over the assets of such grantor trust; and further provided that at my death the assets of any such grantor trust shall pass in a manner which is consistent with any existing estate plan which I may have previously instituted, including dispositions of my property by will, trust, beneficiary designation, or otherwise, and including the apportionment of taxes and other expenses, or if there is no person named in such grantor trust to whom such assets shall pass, then such assets shall be delivered to the personal representative of my estate. It is not my intention in granting the power enumerated in this paragraph to allow my agent to change in any way the persons who will be receiving the property of my estate or the overall scheme of my estate plan; rather, I am attempting to facilitate my agent's ability to save taxes or otherwise reduce the costs of administering my estate.

(TM)

**Amend, Modify, Revoke, or Terminate a Trust Created by or on Behalf of Me.** If I have already established a grantor trust, or if my agent creates a grantor trust for me, this paragraph shall include the power to alter, amend or modify such grantor trust in a manner which is consistent with the provisions contained therein; and in addition, any such grantor trust created by me or by my agent may be revoked by my agent as long as such revocation results in a disposition of my estate which is consistent with my existing estate plan. Further, my agent shall have the power to transfer all or part of the interest I may own in any real property, stocks, bonds, accounts with financial institutions, insurance, and other property to the trustee of such grantor trust.

(TM)

**Create or Change Rights of Survivorship.** My agent shall have the power to create, change, or terminate any ownership arrangement, including bank and brokerage accounts, in which I am a joint tenant owning an interest with one or more other persons with rights of survivorship.

(TM)

**Create or Change a Beneficiary Designation.** My agent may create a new beneficiary designation or change an existing beneficiary designation on any retirement plan as well as on any other account in which I own an interest at a bank, credit union, brokerage firm, insurance company, or other financial institution. The term "retirement plan" shall include any employee or self-employed benefit plan, individual retirement account, pension plan, thrift plan, stock bonus plan, tax sheltered annuity (whether payable to me or to another person), profit-sharing plan, or any other plan, arrangement or account which is qualified for favorable income tax treatment under Federal law.

(TM)

**Waive My Right to be a Beneficiary of Joint and Survivor Annuity, Including a Survivor Benefit Under a Retirement Plan.** My agent shall have the power to waive my right to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan. This waiver right shall apply to an annuity or retirement plan which is owned by me, in which I am a participant, or in which I am a beneficiary.

(TM)

**Disclaim Property and Powers of Appointment.** My agent shall have the power to disclaim any property, including a power of appointment, and also including any legacy, bequest, devise, gift, or other property interest or payment due or payable to me.

(TM)

**Access Safe Deposit Box or Vault.** My agent shall have free and private access to any safe deposit box or vault rented in my name alone, or jointly with one or more other persons, including authority to have it drilled to gain such access. My agent may add to or remove the contents of such box or vault, and my agent may close or surrender any such box or vault. However, my agent shall not deposit or keep in any such box or vault any property in which my agent has a personal ownership interest. Any institution in which such box or vault may be located shall incur no liability to me or my estate as a result of permitting my agent to exercise this power.

(TM)

**Digital Assets, Digital Accounts, and Digital Devices.** My agent shall have the power to access, manage, modify, control, use, continue, cancel, deactivate, delete, transfer, or archive my Digital Accounts and Digital Assets, and to access, control, use, deactivate, or dispose of my Digital Devices. "Digital Accounts" are electronic systems for creating, generating, sending, sharing, communicating, receiving, storing, displaying, or processing information which provides access to a Digital Asset which is stored on any type of Digital Device, regardless of the ownership of the Digital Device upon which the Digital Asset is stored, including but not limited to, email accounts, social network accounts, social media accounts, file sharing accounts, health insurance accounts, health-care accounts, financial accounts, credit card accounts, travel-related accounts, domain registration accounts, domain name service accounts, web hosting accounts, tax preparation service accounts, online store accounts and affiliate programs thereto, including accounts with publishers, internet service providers, retail vendors, utility companies and other online accounts which currently exist or may exist as technology develops or such comparable items as technology develops. "Digital Assets" mean data, files, text messages, emails, documents, audio, video, images, sounds, social media content, social networking content, apps, codes, health care records, health insurance records, credit card points, travel-related miles and points, computer source codes, computer programs, software, software licenses, databases, or the like, including access credential such as usernames, passwords and answers to secret questions, which are created, generated, sent, communicated, shared, received, or stored by electronic means on a Digital Device. "Digital Devices" are electronic devices that can create, generate, send,

share, communicate, receive, store, display, or process information, and such electronic devices shall include, but are not limited to, servers, desktops, laptops, tablets, peripherals, mobile telephones, smartphones, personal digital assistants, electronic books, electronic watches, electronic body and activity monitoring equipment, audio and video recorders, flash drives, hard drives, digital memory cards, and any similar storage device which currently exists or may exist as technology develops or such comparable items as technology develops

(M)

**Power to Perform All Other Acts.** In addition to the powers enumerated above, I hereby give and grant unto my agent full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done, as fully, to all intents and purposes, as I might or could do if personally present, hereby ratifying and confirming whatsoever my agent shall and may do by virtue hereof, provided, however, and notwithstanding the foregoing, if I have withheld a particular power or powers in this power of attorney, then my agent shall not have such power or powers by virtue of the power and authority conferred by this sentence

#### ARTICLE IV

Notwithstanding any provision herein to the contrary, any authority granted to my agent shall be limited so as to prevent this durable power of attorney from causing my agent to be taxed on my income (unless my agent is my spouse) and from causing my assets to be subject to a general power of appointment by my agent, as that term is defined in Section 2041 of the Code.

#### ARTICLE V

Any act or thing lawfully done hereunder by my said agent shall be binding on myself and my heirs, legal and personal representatives, and assigns, provided, however, that all business transacted hereunder for me or for my account shall be transacted in my name, and that all endorsements and instruments executed by my said agent for the purpose of carrying out the foregoing powers shall contain my name, followed by that of my said agent and the designation "Agent."

#### ARTICLE VI

Any third party may transact any matter with my agent in the same manner and to the same extent as the third party would transact such matter with me. Third parties who act in reliance upon the representations of my agent shall be held harmless by me, my estate, the beneficiaries of my estate, or joint owners of property from any loss suffered or liability incurred as a result of actions taken prior to receipt of written notice of revocation, suspension, notice of a petition to determine incapacity, partial or complete termination, or my death. Any third party may rely upon a copy of this durable power of attorney certified by my agent to be a true copy of the original hereof, as fully as if such third party had received an original of this durable power of attorney

#### ARTICLE VII

Durable Power of Attorney of Terrence Mancel McManus

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My agent shall not be liable for any acts or decisions made in good faith and in conformity with the powers enumerated in this durable power of attorney. However, my agent shall not be relieved from liability for breach of duty committed dishonestly, with improper motive, or with reckless indifference to me or the purposes of this durable power of attorney.

#### ARTICLE VIII

My agent shall have the power to pay a reasonable fee from my estate to each agent who is a qualified agent as defined in Section 709.2112(4), Florida Statutes as compensation for services rendered under this durable power of attorney in an amount which does not exceed the customary and prevailing charges for services of a similar character at the time and place such services are performed. My agent shall also be entitled to reimbursement of expenses reasonably incurred on my behalf.

#### ARTICLE IX

I hereby revoke all durable general powers of attorney executed by me prior to the date of this power of attorney, and all such durable general powers of attorney shall no longer be of force and effect. All powers and authorities granted under said durable general powers of attorney are hereby withdrawn and revoked effective immediately. The provisions of this paragraph shall not revoke any power of attorney I have previously executed which is limited to a specific and identifiable action or transaction, such as a power of attorney I have executed as part of a contract for the management of a bank or brokerage account. If I desire to revoke any such prior limited or specific power of attorney, I will execute a revocation specifically referring to the power of attorney to be revoked.

#### ARTICLE X

This durable power of attorney is not terminated by subsequent incapacity of the principal except as provided in chapter 709, Florida Statutes. This durable power of attorney shall terminate by one or more of the following circumstances:

- (1) My death,
- (2) The death or deaths of all agents named in the first paragraph of this durable power of attorney; or
- (3) The occurrence of an event described in Section 709.2109, Florida Statutes.



**ASSIGNMENT AND ASSUMPTION OF LEASE AND RELEASE OF CURRENT LESSEE**

**THIS ASSIGNMENT AND ASSUMPTION OF LEASE AND RELEASE OF CURRENT LESSEE** ("Assignment") is made by and between **FLAGLER GOLF MANAGEMENT LLC**, a Florida Limited Liability Company, whose address is 2531 Sawyer Terrace, Wellington, Florida 33414 ("Assignor") and **OCEAN PALMS GOLF CLUB LLC**, a Florida Limited Liability Company, whose address is 12 Bishop Lane, Palm Coast, Florida 32137 ("Assignee"), and shall be effective as of the date signed by the last signatory below.

**WITNESSETH:**

**WHEREAS**, Assignor and the City of Flagler Beach, Florida ("City") are parties as Lessee and Lessor, respectively, to that certain Golf Course Lease Agreement dated November 20, 2015, as modified and amended by that certain Brazilian Pepper Removal Agreement dated November 20, 2015; that certain Default Cure Extension Agreement dated September 27, 2018; and that certain First Addendum to Golf Course Lease Agreement dated April 25, 2019, all as attached hereto as **EXHIBIT "A"** (collectively, the "Golf Course Lease");

**WHEREAS**, Assignor desires to assign Assignor's interests in the Golf Course Lease to Assignee, subject to the terms and conditions herein; and

**WHEREAS**, the City consents to the assignment pursuant to Section 14.1 and waives the requirements set forth in Section 6.3 of the Golf Course Lease;

**NOW THEREFORE**, in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the parties acknowledge and agree as follows:

**SECTION ONE. INCORPORATION OF RECITALS.** The foregoing recitals are true and correct, form a material basis of the transaction contemplated hereby, and are incorporated as if fully set forth herein.

**SECTION TWO. ASSIGNMENT AND CONSENT.** Assignor hereby assigns all rights, title, interest, and obligations in the Golf Course Lease to Assignee to have and to hold the same unto Assignee and its heirs, successors and assigns forever subject to the provisions of the Lease. Assignee hereby accepts the assignment of rights, title, interest, and obligations in the Golf Course Lease.

**SECTION THREE. ASSUMPTION.** Assignee does hereby assume the Golf Course Lease and all liabilities and responsibility under the Golf Course Lease and hereby agrees to be bound by all of the terms, conditions, covenants and obligations required to be kept under the Golf Course Lease and any amendments thereto.

**SECTION FOUR. FURTHER ASSURANCES.** Assignor and Assignee covenant and agree to execute, acknowledge, and deliver any and all such further documents as may be necessary, proper, or convenient to authorize under law or otherwise to carry out and effectuate the intent and purpose of this Assignment.

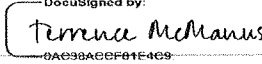
**SECTION FIVE. COUNTERPARTS: ELECTRONIC SIGNATURES.** This Assignment may be executed in one or more counterparts, each bearing the signatures of one or more parties. Each counterpart shall be considered an original and all of the counterparts shall constitute a single agreement binding all of the parties as if all had signed a single document. For purposes of executing this Assignment, a document signed and transmitted by electronic means (such as in PDF format via e-mail or via facsimile machine) is to be treated as an original document. The signature of any party thereon, for purposes hereof, is to be considered as an original signature, and the document transmitted is to be considered as having the same binding effect as an original signature on an original document.

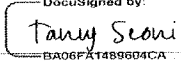
**SECTION SIX. EFFECTIVE DATE.** This Assignment shall take effect on the date that it is signed by Assignor and Assignee and consented to by the City, as provided below.

**IN WITNESS WHEREOF,** Assignor and Assignee have executed this Assignment on the date indicated below their respective signatures.

ASSIGNOR  
FLAGLER GOLF MANAGEMENT LLC  
A Florida Limited Liability Company

ASSIGNEE  
OCEAN PALMS GOLF CLUB LLC  
A Florida Limited Liability Company

By:   
0A098ACCF01E4G9  
Terrence McManus  
Managing Member  
Date: 1/25/2024

By:   
BA06FA14B9604CA  
Tanuj Seoni, Authorized  
Representative  
KTS HOLDINGS LLC, Member  
Date: 1/25/2024

By:   
9D234102D8E54C1  
Jeffrey Ryan, Manager  
LEISURE HOLDINGS LLC,  
Member  
Date: 1/25/2024

**WRITTEN CONSENT AND WAIVER OF THE CITY OF FLAGLER BEACH**

The **CITY OF FLAGLER BEACH, FLORIDA** ("City"), hereby consents to the foregoing Assignment, pursuant to Section 14.1 and waives the provisions of Section 6.3 of the Golf Course Lease, as defined therein. The City also hereby releases FLAGLER GOLF MANAGEMENT LLC, a Florida Limited Liability Company, from further liability and responsibility under the Golf Course Lease.

CITY OF FLAGLER BEACH, FLORIDA



By: *Supie Johnston*  
Supie Johnston, Mayor

Attest:

By: *Penny Overstreet*  
Penny Overstreet, City Clerk

Date: 01-25-2024


**EXHIBIT "A"**

**Copy of Golf Course On Following Pages**

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**EXHIBIT B**

**EXHIBIT B**

 Outlook

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Re: Contact info

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From Jeff Ryan <jryan@cureputters.com>  
Date Thu 10/19/2023 1:41 PM  
To Drew Smith <dsmith@shepardfirm.com>

Hi Drew,

Hope all is well with you. I'm going to have my partner in town in the next week or two. Once I have the date narrowed down, I'd like to see if it's possible to get a little bit of time with you to consider our best path forward. Keep in mind on our end a "complete renovation" is the end result, which will bring several scenarios right now that do not have clarity into play.  
A call or Maybe do lunch in Maitland one day? I'll know more in the next few days as to timing, just a heads up and assume there has been no interaction elsewhere to date.

Look forward to chatting,

Jeff Ryan, PGA  
CO-FOUNDER  
Cure Putters  
The Industry Leader in High MOI Putters!  
305.393.3420  
[jryan@cureputters.com](mailto:jryan@cureputters.com)  
[www.cureputters.com](http://www.cureputters.com)

On Thu, Aug 24, 2023 at 2:01 PM, Drew Smith <[dsmith@shepardfirm.com](mailto:dsmith@shepardfirm.com)> wrote:

My cell phone is (407) 756-0832 and you are welcome to use that number also.

Thanks.

Drew

**D. ANDREW SMITH, III | ATTORNEY AT LAW**

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B-1

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**From:** Jeff Ryan <[jryan@cureputters.com](mailto:jryan@cureputters.com)>

**Sent:** Sunday, October 22, 2023 4:09 PM

**To:** Drew Smith <[dsmith@shepardfirm.com](mailto:dsmith@shepardfirm.com)>

**Cc:** [dmartin@cityofflaglerbeach.com](mailto:dmartin@cityofflaglerbeach.com); [tj@meadowscenter.com](mailto:tj@meadowscenter.com)

**Subject:** Ocean Palm

Hi Drew,

Looks like ideally anytime Nov.3 (fri) would work if sometime was available.

If unavailable the 6th would be possible as well.

Looking forward to progressing this along.

Enjoy the weekend.

Regards,

Jeff Ryan, PGA

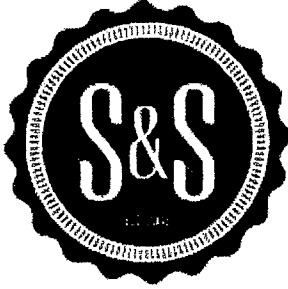
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MAITLAND, FL 32751  
TOLL FREE: 866.247.3008  
OFFICE: 407.622.1772  
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**From:** Jeff Ryan <[jryan@cureputters.com](mailto:jryan@cureputters.com)>  
**Sent:** Monday, October 23, 2023 3:07 PM  
**To:** Drew Smith <[dsmith@shepardfirm.com](mailto:dsmith@shepardfirm.com)>  
**Cc:** [dmartin@cityofflaglerbeach.com](mailto:dmartin@cityofflaglerbeach.com); [tj@meadowscenter.com](mailto: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  
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[jryan@cureputters.com](mailto:jryan@cureputters.com)  
[www.cureputters.com](http://www.cureputters.com)

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

Jeff:  
I'm in Polk County all day for a meeting on the 3<sup>rd</sup> but I have nothing on my calendar for the 6<sup>th</sup>.  
Thanks.  
Drew

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



SHEPARD, SMITH,  
KOHLMYER & HAND, P.A.  
2300 MAITLAND CENTER PKWY, STE 100  
MAITLAND, FL 32751  
TOLL FREE: 866.247.3008  
OFFICE: 407.622.1772  
FAX: 407.622.1884  
[SHEPARDFIRM.COM](http://SHEPARDFIRM.COM)



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**RE: Ocean Palm**

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**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](mailto:dmartin@cityofflaglerbeach.com)



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Website: ([www.cityofflaglerbeach.com](http://www.cityofflaglerbeach.com))[www.cityofflaglerbeach.com](http://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**

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 Outlook

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**Jeff Ryan Ocean Palm Redevelopment**


---

From Jeff Ryan <jryan@cureputters.com>

Date Tue 11/7/2023 1:31 AM

To Dale Martin <dmartin@cityofflaglerbeach.com>

Cc Drew Smith <dsmith@shepardfirm.com>

 1 attachment (2 MB)

\_ocean palm letter 1.docx

Hi Dale,

I want to thank you for taking the time to meet with us today, and Drew driving over. I look forward to getting this across the finish line so the real work can begin. I've attached a quick one page synopsis, and am happy to discuss anytime. I'll be making further contact with the current lessees through the remainder of the week, and as a 3rd Generation to the area it will be an honor and pleasure delivering something special to the residents. I'll keep you abreast of any real developments.

All the best,

Jeff Ryan, PGA

CO-FOUNDER

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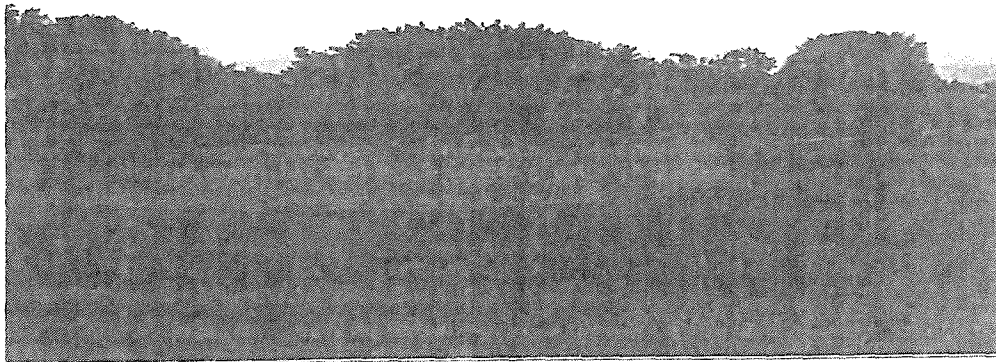
[jryan@cureputters.com](mailto:jryan@cureputters.com)

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B-5

#### Deep Palm Redevelopment

Abstract To Deliver a modern, non-traditional Big Golf experience, combining both traditional and non-traditional elements that will provide a true asset and marketable amenity to Flager Beach, A complete Food and Beverage operation, professional instruction availability, indoor and outdoor Golf opportunities, Smart Range, and quality above-average playing conditions. Redevelopment into a challenging Par 3 Course, with short game facilities will service all segments of the golf consumer and families alike.



Ocean Palm's atmosphere will be ideal for "intro to golf". Golf instruction of all levels, with enough modern golf experience and quality short course to suffice the most avid and accomplished player. Our target market ~~is made of these consumers~~ are in every community and redevelopment will focus on catering to each segment. Interacting as a "Country Club" to the community, a substantial clubhouse development will become new space available for community events, charities, leagues, and associations to hold their respective functions. Focus on quality of dining and entertainment experience.

A continual evolving and active Calander of events, and dining options will expect to make "Ocean Palm" an integral part of the local community "happenings"

- Golf Course Redevelopment (par 3 \_9-hole)
- Short Game Facilities
- "Smart" Driving Range
- Clubhouse & Dining
- Indoor practice area
- Indoor Simulator Bays

---

**Ocean Palm**

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**From** Jeff Ryan <jryan@cureputters.com>  
**Date** Mon 11/13/2023 12:24 PM  
**To** Dale Martin <dmartin@cityofflaglerbeach.com>

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

Hi Dale,


Hope your weekend was good. Just to keep you up to speed, I have not had any response from Bruce yet on our offer Wednesday night, and just reached back out today @ lunch .... He was supposed to have some conversations and respond after the weekend.

Once we have their initial response / counter, and start to progress, I'll keep you updated, so that any to -do's we can accomplish in a timely manner.... In the meantime if anything comes to mind in regards to this project feel free to reach out.

Regards,

Jeff Ryan, PGA  
CO-FOUNDER  
Cure Putters  
**The Industry Leader in High MOI Putters!**  
305.393.3420  
[jryan@cureputters.com](mailto:jryan@cureputters.com)  
[www.cureputters.com](http://www.cureputters.com)

B-17

 Outlook

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Ocean Palm

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From Jeff Ryan <jryan@cureputters.com>

Date Wed 11/29/2023 12:08 PM

To Dale Martin <dmartin@cityofflaglerbeach.com>

Hi Dale,

I've had some communication with their representative, and it looks like we are going to be able to come to an agreement. I've reached out for legal representation, and am waiting to hear back... Our LLC is formed and will be formulating an official offer for delivery, as soon as an attorney can have available to us.....Looking forward to getting this part behind us and moving on to the next steps, if there's anything you need on our end / communication / appraisal etc. reachout anytime.. Safe travels,

Regards,

Jeff Ryan, PGA

CO-FOUNDER

Cure Putters


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305.393.3420

[jryan@cureputters.com](mailto:jryan@cureputters.com)

[www.cureputters.com](http://www.cureputters.com)

B-8

 Outlook

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Re: Ocean Palm

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From Jeff Ryan <jryan@cureputters.com>  
Date Fri 12/8/2023 11:46 AM  
To Dale Martin <dmartin@cityofflaglerbeach.com>

Hi Dale,

Welcome back. Great timing, this morning we were able to connect with Jay Livingston (representation) and begin to progress. He will be contacting Drew today or over the weekend, to start working through some of the details. In the meantime we will be delivering an LOI to the current lease holders this evening or over the weekend, and suspect things will begin to move more rapidly with the approach of the end of the year. Thanks for your time on this.

Will be in touch soon,

Jeff Ryan, PGA  
CO-FOUNDER  
Cure Putters  
The Industry Leader in High MOI Putters!  
305.393.3420  
[jryan@cureputters.com](mailto:jryan@cureputters.com)  
[www.cureputters.com](http://www.cureputters.com)

On Thu, Dec 7, 2023 at 12:58 PM Dale Martin <[dmartin@cityofflaglerbeach.com](mailto:dmartin@cityofflaglerbeach.com)> wrote:

Good afternoon, Mr. Ryan:

I look forward to following (and supporting, as needed) your efforts to revitalize the City Golf Course.

Please contact me if I can be of any assistance.

**Mr. Dale L. Martin**

City Manager

City of Flagler Beach

B-9

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RE: Xmas Miracle...

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From Dale Martin <[dmartin@cityofflaglerbeach.com](mailto:dmartin@cityofflaglerbeach.com)>

Date Fri 12/29/2023 9:19 AM

To Jeff Ryan <[jryan@cureputters.com](mailto:jryan@cureputters.com)>

Cc Drew Smith <[dsmith@shepardfirm.com](mailto:dsmith@shepardfirm.com)>

Good morning, Mr. Ryan:

Based upon a preliminary discussion with Mr. Smith, I have tentatively added the Golf Course discussion/possible action to the Jan 11 City Commission meeting. I will coordinate the development of the agenda item and supporting documents with Mr. Smith.

I look forward to welcoming you to the meeting and offering whatever assistance I can to support your exciting effort.

Happy New Year.

**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](mailto:dmartin@cityofflaglerbeach.com)



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From: Jeff Ryan

Sent: Wednesday, December 27, 2023 1:32 PM

To: Dale Martin

Subject: Re: Xmas Miracle...

You don't often get email from [jryan@cureputters.com](mailto:jryan@cureputters.com). [Learn why this is important](#)

Hi Dale,

Understood on the proper dates.

The 11th would be ideal, as the 25th is day 2 of the PGA Show in Orlando.

If the 11th is not possible per deadline, we will make the 25th work. One of us will have to be absent from the show.

The signed LOI has been received.

Look forward to hearing from you.

Regards,

B-10

Jeff Ryan, PGA  
CO-FOUNDER  
Cure Putters  
The Industry Leader in High MOI Putters!  
305.393.3420  
[jryan@cureputters.com](mailto:jryan@cureputters.com)  
[www.cureputters.com](http://www.cureputters.com)

On Wed, Dec 27, 2023 at 1:08 PM Dale Martin <[dmartin@cityofflaglerbeach.com](mailto:dmartin@cityofflaglerbeach.com)> wrote:

Good afternoon, Mr. Ryan:

Thank you for that exciting news.

I have a meeting scheduled tomorrow with Mr. Smith and we can determine how to proceed in the most expeditious manner.

The City Commission meets on Jan 11 and Jan 25 (second and fourth Thursdays monthly). We may be late for the Jan 11 meeting, but we are well before the deadline for the Jan 25 meeting.

Please keep me informed and let me know what, if anything, I can do to assist you at this point.

I look forward to hearing more from you.

**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](mailto:dmartin@cityofflaglerbeach.com)



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From: Jeff Ryan <[jryan@cureputters.com](mailto:jryan@cureputters.com)>

Sent: Tuesday, December 26, 2023 5:11 PM

To: Dale Martin <[dmartin@cityofflaglerbeach.com](mailto:dmartin@cityofflaglerbeach.com)>

Subject: Xmas Miracle...

You don't often get email from [jryan@cureputters.com](mailto:jryan@cureputters.com). [Learn why this is important](#)

Hope you had a great Christmas with you and yours. I have sent an agreed upon LOI to Flagler Golf Management for signature, and expect it back either tonight, or sometime tomorrow. Jay Livingston who is handling our representation has had some initial contact with Drew, and assume things will move quickly now.... If the Jan 15th meeting is available that would be ideal to close this and become official....

The PGA of America annual trade Show is at the Orange County Convention Center Jan 23-26 where substantial portions of the actual operation / post renovation / appointments simulators etc. " will be tackled... Needless to say it is phenomenal timing if this is feasible for the city

Jeff Ryan, PGA

B-11

 Outlook

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Re: Flagler Beach

---

From Jeff Ryan <jryan@cureputters.com>

Date Fri 5/10/2024 12:22 PM

To Dale Martin <dmartin@cityofflaglerbeach.com>

Cc Drew Smith <dsmith@shepardfirm.com>; T Seoni <tkpropilc@gmail.com>

Hi Dale,

Great to hear from you, and yes we have been making some progress to get to the proverbial "starting line."

MCKimm & Creed has been on site over the last few weeks compiling an up to date survey of the property, along with environmental and geotechnical work needed to be able to properly renovate. "UES" has been doing this work for McKimm and Creed, and completed the final Bore holes of the property yesterday.

I had a Preliminary meeting call with their team Wed. 5/8, who will be holding my hand through the permitting/approval process with StJohn's Water Management and the City.. They expected it would take a week or so to get all of this information compiled and back so that they can proceed with the process. They will be contacting both you and St John's to have a preliminary call to make sure we are "in bounds" and approvable the first go round....

(not going back to the drawing board with the engineers is financially important, as their meters run rather fast. )

Right now they are taking phase 1 "clubhouse/parking lot" and developing something submittable for both of you.....

I would expect to move directly into phase 2 approval 'golf course" as on the construction side the parking lot technically will go in last. The Survey and Geotechnical work for the golf Course//phase 2 has already been accomplished as well.

They (MCKimm & Creed) will need to take the updated layout and create something submittal for this as well... The layout and design on our side is completed, and will be the next interactions I have once phase 1 is settled on their side.....(they have some of this material already as well)

I also expect to see the 1st official estimate for the new building coming in this week. I have several feelers out to find the right one.

Golf Course Construction Company once approvals are completed = check  
Business model to create something special = check

as a side note:

B-12

I have tried to "keep the peace" & have kept things moving along "as is" for the time being with the people in place... Which has been interesting...  
Installed an Ice machine and 2 a/c units to make the current building usable until the time comes to shut down.

( Flagler beach will have a marketable sought after facility when we are done)

Our New Website, CRM software, & POS will go "live" once we have some detail on construction and a more clear timeline to be able to open to the world with.

Ideally this will happen sometime around the Hang8 Dog Competition we will be one of the main sponsors for. .... Club Caddie is the POS system, and does everything from marketing, to F&B orders on the course while on property... (An insight of what's coming)....

A few housekeeping items we will want to address.

"Driving Range Land parcel " - I don't believe it has been officially folded back into the golf course for use? Do we need to do anything here on our side, ask for etc.?

"Deed restricted purchase" - "Please Advise" assuming this should be done with the property as is?

I'm always available if anything comes up or you ever want updates along the way etc.  
I'm really looking forward to getting going!

Jeff Ryan, PGA  
CO-FOUNDER  
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305.393.3420  
[jryan@cureputters.com](mailto:jryan@cureputters.com)  
[www.cureputters.com](http://www.cureputters.com)

On Fri, May 10, 2024 at 11:16 AM Dale Martin <[dmartin@cityofflaglerbeach.com](mailto:dmartin@cityofflaglerbeach.com)> wrote:

Good morning, Jeff:

I hope that all is proceeding well.

At last night's City Commission meeting, I was informally asked about progress at the golf course with the new tenant.

Do you have any information/plans that I can pass on to the City Commissioners?

B-13

**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 he's 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 breacktime! 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](mailto:HHarlan@cityofflaglerbeach.com)>  
**Sent:** Monday, August 19, 2024 12:12 PM  
**To:** Drew Smith <[dsmith@shepardfirm.com](mailto: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

<image004.png>



Outlook

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**Ocean Palm Asset purchase agreement**

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**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  
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[jryan@cureputters.com](mailto:jryan@cureputters.com)  
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---

**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.

B-16

**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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KOHLMYER & HAND, P.A.  
2300 MAITLAND CENTER PKWY, STE 100  
MAITLAND, FL 32751  
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<image003.png>

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B-17

 Outlook

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External - Ocean Palms Golf Club

---

From Jeff Ryan <jryan@cureputters.com>

Date Tue 9/17/2024 10:58 AM

To Dale Martin <dmartin@cityofflaglerbeach.com>; Drew Smith <dsmith@shepardfirm.com>; T Seoni <tkpropllc@gmail.com>

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

Hi Guys,

I wanted to touch base and see what needs to happen to begin movement on the asset purchase. Tj and I are working through the financing options of this project and this is a key factor for a few of the options.

Understanding the process needed to go through with the city, and a timeline will help greatly. We would still like to attempt to hit the Oct. deadline for the Nov. meeting in regards to the final site plan submittal. Obviously the transactional piece may not be able to fall within this timeline, however some formal form of being in the process can suffice on our end.

Some "maintenance / preparation" that will need to be done to the property for construction to commence will require closure, and attempting to bring this timeline to better focus...

Look forward to hearing from you,

Regards,

Jeff Ryan, PGA

CO-FOUNDER

Cure Putters


**The Industry Leader in High MOI Putters!**

305.393.3420

[jryan@cureputters.com](mailto:jryan@cureputters.com)

[www.cureputters.com](http://www.cureputters.com)

B-18

 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](mailto:jryan@cureputters.com)

[www.cureputters.com](http://www.cureputters.com)

B-19

**From:** Dale Martin <[dmartin@cityofflaglerbeach.com](mailto:dmartin@cityofflaglerbeach.com)>  
**Sent:** Wednesday, December 18, 2024 2:25 PM  
**To:** Jim Cooksey <[jim@cookseyassociates.com](mailto:jim@cookseyassociates.com)>  
**Cc:** Penny Overstreet <[POverstreet@CityofFlaglerBeach.com](mailto:POverstreet@CityofFlaglerBeach.com)>  
**Subject:** Flagler Beach

Good afternoon, Mr. Cooksey:

I serve the City of Flagler Beach as its City Manager and was directed to you due to previous work which you conducted for the City (prior to my appointment in July, 2023).

I am interested in obtaining a two-part proposal from you:

1. An appraisal of the entirety of the City's Golf Course. This likely overlaps your previous effort that examined a portion of the Golf Course (a distinct parcel abutting the Golf Course). The City may be approached to sell the parcel (with specific deed restrictions limiting the use of the property for golf operations, not residential or other commercial development).
2. An appraisal of a vacant residential parcel (approximately 7,500 sf), recognizing that the intent of the City is to make use of the property for stormwater collection/retention (drainage issues in the proximate area have plagued homeowners).

If available and interested for such effort, please provide to me a proposal for your services to complete those two projects.

If you have any questions, please contact me.

Have a pleasant day and merry Christmas. I look forward to hearing from you.

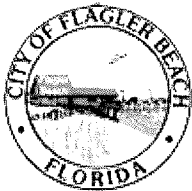
**Mr. Dale L. Martin**

City Manager

105 S. 2<sup>nd</sup> Street

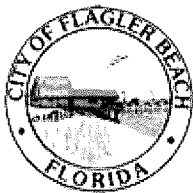
Flagler Beach, FL 32136

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



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B-20



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Website: [www.cityofflaglerbeach.com](http://www.cityofflaglerbeach.com)

**From:** Jim Cooksey <[jim@cookseyassociates.com](mailto:jim@cookseyassociates.com)>

**Sent:** Thursday, December 19, 2024 1:31 PM

**To:** Dale Martin <[dmartin@cityofflaglerbeach.com](mailto:dmartin@cityofflaglerbeach.com)>

**Cc:** Penny Overstreet <[POverstreet@CityofFlaglerBeach.com](mailto:POverstreet@CityofFlaglerBeach.com)>; Dylan Cooksey <[dylan@cookseyassociates.com](mailto:dylan@cookseyassociates.com)>

**Subject:** External - RE: Flagler Beach

You don't often get email from [jim@cookseyassociates.com](mailto:jim@cookseyassociates.com). [Learn why this is important](#)  
Caution: This email originated from outside the organization. Do not click or open attachments unless you recognize the sender and know the content is safe.

Hello Dale

I am putting together our proposal. Please provide the parcel number for the residential lot.  
Thank you

Jim

**T. James Cooksey MAI, AI-GRS**  
**Cert Gen RZ343**  
Cooksey & Associates  
1230 North US Hwy 1, Suite 28  
Ormond Beach, Florida 32174  
386.301.4405

B-21

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

Good Afternoon

I have attached our proposal for appraisal services. This is a unique property and circumstance.

Looking forward to working with you. Have a happy Christmas!

Jim

**T. James Cooksey MAI, AI-GRS**  
**Cert Gen RZ343**  
Cooksey & Associates  
1230 North US Hwy 1, Suite 28  
Ormond Beach, Florida 32174  
386.301.4405

**From:** Dale Martin <[dmartin@cityofflaglerbeach.com](mailto:dmartin@cityofflaglerbeach.com)>  
**Sent:** Friday, December 20, 2024 8:19 AM  
**To:** Jim Cooksey <[jim@cookseyassociates.com](mailto:jim@cookseyassociates.com)>  
**Cc:** Penny Overstreet <[POverstreet@CityofFlaglerBeach.com](mailto:POverstreet@CityofFlaglerBeach.com)>; Dylan Cooksey <[dylan@cookseyassociates.com](mailto:dylan@cookseyassociates.com)>  
**Subject:** RE: External - RE: Flagler Beach

Good morning, Mr. Cooksey:

The Parcel ID is 19-12-32-0150-00110-0081.

The Street Address is 2724 S. Daytona Avenue.

Thank you for your assistance.

**Mr. Dale L. Martin**  
City Manager  
105 S. 2<sup>nd</sup> Street  
Flagler Beach, FL 32136  
O: (386) 517-2000 x222 M: (904) 557-5047

B-22

**From:** [Jeff Ryan](#)  
**To:** [Dale Martin](#)  
**Cc:** [Drew Smith](#); [T Seoni](#)  
**Subject:** Re: External - Ocean Palm Asset purchase agreement  
**Date:** Friday, December 20, 2024 10:06:57 AM  
**Attachments:** [image001.png](#)

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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](mailto:jryan@cureputters.com)  
[www.cureputters.com](http://www.cureputters.com)

On Fri, Dec 20, 2024 at 8:33 AM Dale Martin <[dmartin@cityofflaglerbeach.com](mailto: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

105 S. 2<sup>nd</sup> Street

Flagler Beach, FL 32136

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

B-23

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## Flagler Beach

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**From** Dale Martin <dmartin@cityofflaglerbeach.com>  
**Date** Fri 1/10/2025 9:48 AM  
**To** ehoening@bbgres.com <ehoening@bbgres.com>  
**Cc** Drew Smith <dsmith@shepardfirm.com>

Good afternoon, Mr. Hoening:

I was referred to you by Mr. T. James Cooksey.

The City of Flagler Beach has some real estate opportunities for which I need professional assistance.

1. Determining the value of the property located at 2724 S. Daytona Avenue, Flagler Beach, FL (Parcel ID: 19-12-32-0150-00110-0081). This is a currently vacant residential parcel that the City may have interest in acquiring for the purpose of using the site for stormwater infrastructure (the surrounding area, due to a variety of factors, is prone to flooding).
2. Determining the value of two City-owned parcels that comprise a municipal golf course (Parcel IDs: 29-12-32-0000-01010-0000 and 29-12-32-0000-01010-0010). The current leaseholder has expressed interest in purchasing the property for renewed golf course operations. The City Commission has expressed preliminary support with the condition (as offered by the leaseholder) that a specific deed restriction for solely golf operations (not general recreational uses) be incorporated with the sale.
3. Determining the value of four parcels with structures that are mostly non-operational (Parcel IDs: 12-12-31-2425-00840-0010, 12-12-31-2425-00850-0010, 12-12-31-2425-00850-0040, and 12-12-31-2425-00850-0070). The intent is for the City to enter into a long-term (thirty-five years) lease with the property owner and, in turn, sublease the property for marina, restaurant, and other commercial operations. The current owner has requested that the City secure professional estimates as to an estimated triple-net cost for such leases on all four parcels.

If interested and able to provide such appraisals, please provide to me a proposal for those services. I intend to seek three such appraisals for the three tasks. Once I have accepted three proposals, I intend to coordinate a visit to Site #3 so interested consultants will be able to examine the site (given the complexity of that task).

The desired schedule for the appraisals is to be completed by Mar 28, 2025.

I have included the City Attorney, Mr. Drew Smith, on this correspondence to reply to any legal questions/clarifications. If you have any questions, please contact me.

I look forward to hearing from you.

**Mr. Dale L. Martin**  
City Manager  
105 S. 2<sup>nd</sup> Street  
Flagler Beach, FL 32136  
O: (386) 517-2000 x222 M: (904) 557-5047

B-24

Jeff Ryan, PGA  
CO-FOUNDER  
Cure Putters  
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305.393.3420  
jryan@cureputters.com  
[www.cureputters.com](http://www.cureputters.com)

----- Forwarded message -----

From: Jeff Ryan <jryan@cureputters.com>  
To: Dale Martin <dmartin@cityofflaglerbeach.com>  
Cc:  
Bcc:

**Date: Tue, 14 Jan 2025 19:30:52 +0000**

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

Hi Dale,  
sounds good on other appraisals  
The ERP permit was resubmitted around jan 2. we should hear back end of this month.  
Mckim and Creed seems to have it handled this time.

Some timeline insights on my side/ path to completion etc.

I'll be having a meeting tomorrow afternoon w my GC, and begin the process with the selected architect shortly after to prepare the building portion for the final submittal to the city. 1-2 months lead time for architect.  
Once this is complete, along with a few ancillary items (Geotech driving range poles example ) all with short lead times, that fit within the building lead time.  
We would be ready to phase out of what is here, submit to the city and move to construction. This would require us to have at minimum the framework in place for the land acquisition. I completely understand you can't necessarily control the timeline of the appraisals, keeping me abreast of the process, is greatly appreciated... I'd like to have as many of the remaining items post permit to run concurrently as possible.

I have several expenses that renew in March and unnecessary costs during construction..... multiple insurances, leases, etc.  
Their will also be other carrying costs associated with the construction phase, that will need to pick up where the other insurances end...  
In a perfect world we would be able to get these things accomplished by a march /April date for submittal for a March April May date of approval..  
This works best both financially and agronomically.

B-25



Ocean Palm <opalmdr@gmail.com>

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

4 messages

**Patti King** <PKing@cityofflaglerbeach.com>  
To: Ocean Palm <opalmdr@gmail.com>  
Cc: Linda & Rich Phelan <phelan3877@gmail.com>

Sat, Feb 22, 2025 at 9:40 AM

Rest 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. I'm reaching out to our city manager to get to the bottom of this, which is not accurate. Once I have a response, I will reach out to you with the final answer.

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

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

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Hi, Ms. King,

FYI  
Jane 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 previously.

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

Imhoof

On 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.

<https://www.cityofflaglerbeach.com/>. Notify me

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

**Patti King** <PKing@cityofflaglerbeach.com>  
To: Ocean Palm <opalmdr@gmail.com>  
Cc: Linda & Rich Phelan <phelan3877@gmail.com>

Mon, Feb 24, 2025 at 4:26 PM

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.

Wishing you all a wonderful week!

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

B-26

## Lambeth, Marian

---

**From:** Dale Martin <dmartin@cityofflaglerbeach.com>  
**Sent:** Tuesday, March 4, 2025 10:12 AM  
**To:** Jeff Ryan  
**Cc:** Elected Officials; Drew Smith; Lupita McClenning; Penny Overstreet  
**Subject:** RE: Flagler Beach  
**Attachments:** 10060 Land 3600 S Central Ave Flagler Beach FINAL.pdf

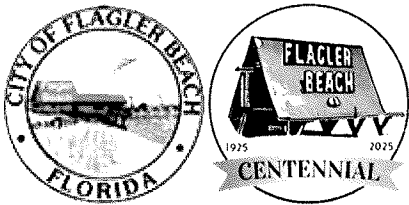
Good morning, Mr. Ryan:

Please see the first of three appraisals completed for the City's Golf Course properties, *conducted with the specific constraint that the properties will be permanently restricted as golf course operations-* not simply recreation. Essentially, the property is considered more like conservation land rather than recreation land.

When the remaining appraisals are provided, I will share with you (I expect them this month).

I look forward to further discussions with you about your future efforts on the property.

**Mr. Dale L. Martin**  
City Manager  
105 S. 2<sup>nd</sup> Street  
Flagler Beach, FL 32136  
O: (386) 517-2000 x222 M: (904) 557-5047



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Website: [www.cityofflaglerbeach.com](http://www.cityofflaglerbeach.com)

B-27

R. Todd Heffington, MAI  
HEFFINGTON & ASSOCIATES  
911 Beville Rd., Ste. 8  
Daytona Beach Florida, 32119

On Mar 10, 2025, at 9:14 AM, Dale Martin <[dmartin@cityofflaglerbeach.com](mailto:dmartin@cityofflaglerbeach.com)> wrote:

Good morning, Todd:

As alluded to in an earlier conversation, the Golf Course (management/maintenance) has been a challenge for this community. The legal quagmire was resolved approximately one year ago with the transfer of the lease to a new leaseholder. The leaseholder has expressed specific interest in purchasing the properties since he is preparing to commit significant investment into the property. The City Commission has been firm in stating that a critical condition of the sale of the Golf Course properties is that the property be permanently restricted for use as a Golf Course (and the leaseholder/investor accepts that condition) and associated golf operations.

In all likelihood, this almost restricts the properties to a "conservation-type" use. Broader recreational use is not acceptable to the City Commission because of other active recreational uses that could adversely impact the surrounding neighborhoods. Such a limitation admittedly undermines the highest value of the property, but I believe that the City Commission is more concerned with quality-of-life issues rather than maximizing return.

I am not sure of what value it would be for your appraisal, but a conceptual site plan for the renovation of the Golf Course has been submitted (it is a public record). If interested, that plan can be provided to you.

Additionally, I have no concerns regarding your "marina" proposal, so I will get that officially accepted and back to you.

If you have additional questions, please contact me.

**Mr. Dale L. Martin**  
City Manager  
105 S. 2<sup>nd</sup> Street  
Flagler Beach, FL 32136  
O: (386) 517-2000 x222 M: (904) 557-5047


<image001.png>

<image003.png>

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B-28


 Outlook

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**FW: External - Ocean Palm Golf Course, Flagler Beach, FL**

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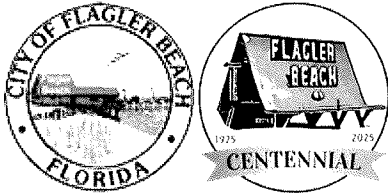
**From** Dale Martin <dmartin@cityofflaglerbeach.com>  
**Date** Thu 3/13/2025 8:15 AM  
**To** Elected Officials <ElectedOfficials@cityofflaglerbeach.com>; JOHN CUNNINGHAM <johncunningham22@gmail.com>  
**Cc** Drew Smith <dsmith@shepardfirm.com>; jryan@cureputters.com <jryan@cureputters.com>

 1 attachment (5 MB)  
Flagler Beach Municipal Golf Course.pdf;

Good morning:

Please see the attached SECOND (of THREE; final yet to be received) appraisals for the City Golf Course.

**Mr. Dale L. Martin**  
City Manager  
105 S. 2<sup>nd</sup> Street  
Flagler Beach, FL 32136  
O: (386) 517-2000 x222 M: (904) 557-5047



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Website: [www.cityofflaglerbeach.com](http://www.cityofflaglerbeach.com)

**From:** Daytona <daytona@heffingtonandassociates.com>  
**Sent:** Wednesday, March 12, 2025 2:56 PM  
**To:** Dale Martin <dmartin@cityofflaglerbeach.com>  
**Subject:** External - Ocean Palm Golf Course, Flagler Beach, FL

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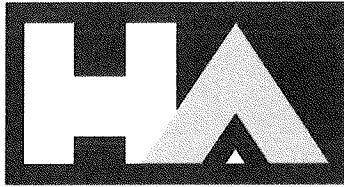
B-29

Good afternoon Mr. Martin,

Attached please find the invoice and appraisal report for the above referenced property. Please let us know if you have any questions or concerns.

Thank you for the opportunity to assist you with your appraisal needs and have a great week.

Angie Heffington



**HEFFINGTON** & ASSOCIATES, LLC

Angie Heffington, Office Manager  
[daytona@heffingtonandassociates.com](mailto:daytona@heffingtonandassociates.com)  
Heffington & Associates, LLC  
911 Beville Road, Suite 8  
Daytona Beach, FL. 32119  
(386) 760-7601 X11

B-30

 Outlook

External - Ocean Palm

From Jeff Ryan <jryan@cureputters.com>

Date Mon 3/24/2025 11:12 AM

To Dale Martin <dmartin@cityofflaglerbeach.com>

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

Hi Dale,

Hope you had a good weekend. Is there any word on the final appraisal? 2 and 3 were done on the same day, which now puts it two weeks behind the 2nd appraisal being received. Can we reach out and see what the holdup is? If you don't have time, I can gladly get in touch with them, and would need the contact information.

Regards,,

Jeff Ryan, PGA

CO-FOUNDER

Cure Putters

**The Industry Leader in High MOI Putters!**

305.393.3420

[jryan@cureputters.com](mailto:jryan@cureputters.com)

[www.cureputters.com](http://www.cureputters.com)

B-31

 Outlook

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Flagler Beach

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From Dale Martin <dmartin@cityofflaglerbeach.com>

Date Tue 4/8/2025 8:16 AM

To Drew Smith <dsmith@shepardfirm.com>

Good afternoon, Drew.

I hope that you had an enjoyable weekend.

A few issues to put before you:

1. Funky Pelican revised lease- I've held that back solely due to the recent incident in front of the restaurant. Sufficient time has likely passed that we can initiate this discussion.
2. See the issues raised below by Comm. Sherman. I'm not sure about the potential use of City resources to tend to private property as indicated in several of the issues.
3. 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.
4. Similarly, with two appraisals for the marina parcels received, we probably need to consider recruiting/retaining a commercial broker to assist with negotiations. I will reach out to the family today, sharing the second appraisal.

I should be in all day if any issues warrant additional discussion.

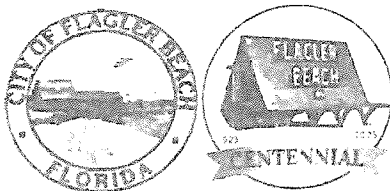
**Mr. Dale L. Martin**

City Manager

105 S. 2<sup>nd</sup> Street

Flagler Beach, FL 32136


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



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Website: [www.cityofflaglerbeach.com](http://www.cityofflaglerbeach.com)

B-32

 Outlook

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RE: External - Ocean palm

---

From Dale Martin <dmartin@cityofflaglerbeach.com>  
Date Tue 4/8/2025 9:29 AM  
To Jeff Ryan <jryan@cureputters.com>

Good morning, Jeff:

I have requested that Mr. Smith begin to develop a framework document for the possible sale of the Golf Course, so that is in motion.

The final appraisal is expected this week, so I would expect that the City will begin formal consideration of the sale within the next thirty-sixty days.

Mr. Dale L Martin  
City Manager  
105 S. 2nd Street  
Flagler Beach, FL 32136  
O: (386) 517-2000 x222 M: (904) 557-5047

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: <https://nam10.safelinks.protection.outlook.com/?url=http%3A%2F%2Fwww.cityofflaglerbeach.com%2F&data=05%7C02%7Cdsmith%40shepardfirm.com%7C351c0ff5c2f04f56706108dd76a16a56%7C82c68a3daf6a4df5963a0f71445401c2%7C0%7C0%7C638797157859560622%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIslilAilQlXaW4zMilslkFOljoitWFBpbCIsllldUljoyfQ%3D%3D%7C0%7C%7C%7C%7C&sdata=SFwF4TGmTN6JmK%2FHnaGUFu2K3ntp4%2BYwVolvtVMW2yY%3D&reserved=0>

-----Original Message-----

From: Jeff Ryan <jryan@cureputters.com>  
Sent: Friday, April 4, 2025 11:23 AM  
To: Dale Martin <dmartin@cityofflaglerbeach.com>  
Subject: External - Ocean palm

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

Hi Dale,

If we are still waiting on the final appraisal, are we able to get Drew to initiate a letter of intent of could work with.

Thanks ,

Jeff

Sent from my iPhone

B-34.

**From:** Dale Martin  
**To:** Elected Officials  
**Cc:** Penny Overstreet; Drew Smith  
**Subject:** FW: Appraisal Report and Invoice - 3600 South Central Avenue, Flagler Beach, FL  
**Date:** Tuesday, April 22, 2025 1:09:19 PM  
**Attachments:** [logobar\\_96db38d5-20e4-4fd7-b849-318e56842004.png](#)  
[email\\_header\\_ca3ce62a-2387-4eb6-b961-816314b1b342.png](#)  
[email\\_linkedin\\_2dc62973-36cb-40de-b9bc-d86574c1166e.png](#)  
[email\\_facebook\\_f354d3a3-69f1-4822-a353-03a80c3af28e.png](#)  
[email\\_instagram\\_efd737fa-1911-4e6b-bfab-2ee7dce2f01e.png](#)  
[email\\_web\\_4a819531-20b8-4df2-9211-67990b1c3efb.png](#)  
[image001.png](#)  
[image002.png](#)  
[0125001213 - Ocean Palm Golf Club - Specialty - 3600 South Central Avenue, Flagler Beach, FL REPORT.pdf](#)  
[0125001220 - 145 Lehigh Avenue, Flagler Beach, FL REPORTv2.pdf](#)

Good afternoon, all:

Please find attached the third (and final) appraisal to be considered if the City Commission wishes to pursue the sale of the two Golf Course parcels. All three appraisals were consist with a value of approximately \$800,000.

I anticipate the Golf Course being a subject of discussion at next week's Strategic Session.

Also attached is a revised report on the Marina parcels, correcting a photographic error that some of you pointed out. I plan to discuss this report in depth with the appraiser since it is significantly out-of-line with the first two appraisals. It is likely that the direction on the Marina parcels will also be discussed next week.

Since I will likely remain out of the office for the balance of this week, please feel to visit me at home or call during your regularly scheduled time to discuss the agenda or other issues of interest.

I will attend Thursday evening's meeting and look forward to seeing you then.

**Mr. Dale L. Martin**

City Manager

105 S. 2<sup>nd</sup> Street

Flagler Beach, FL 32136

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



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

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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](http://www.cityofflaglerbeach.com)

**From:** Jennifer L. Hunt <jhunt@bbgres.com>  
**Sent:** Tuesday, April 22, 2025 10:58 AM  
**To:** Dale Martin <dmartin@cityofflaglerbeach.com>  
**Cc:** Eric Hoening <ehoening@bbgres.com>; Drake DeRango <dderango@bbgres.com>  
**Subject:** External - Appraisal Report and Invoice - 3600 South Central Avenue, Flagler Beach, FL

You don't often get email from [jhunt@bbgres.com](mailto:jhunt@bbgres.com). [Learn why this is important](#)  
Caution: This email originated from outside the organization. Do not click or open attachments unless you recognize the sender and know the content is safe.

Please find attached your report and invoice. Feel free to contact the Appraisers with any questions or concerns. Reference job #0125001213  
We appreciate your business and look forward to managing your Commercial Real Estate Valuation needs in the future.

Note: I have also attached a revision for 145 Lehigh Ave – we found an error in the subject photo portion of the original report.

Let us know if you have any questions.

Thank You,

*Due to the limited capability to provide complete remittance details in ACH and Wire payments, please send all payment remittance details, including applicable invoice numbers, to [eft@bbgres.com](mailto:eft@bbgres.com) to ensure timely and accurate payment application.*



**Jennifer L. Hunt**  
**Project Manager/Production Specialist**  
Valuation  
3800 West Bay-to-Bay Boulevard, Unit 23, Tampa, FL 33629  
P [813-327-4108](tel:813-327-4108) C [813-382-7213](tel:813-382-7213)  
E [jhunt@bbgres.com](mailto:jhunt@bbgres.com)



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**Fw: Exhibit B citizen petition update information**

1 message

**Mark Imhoof** <spamsucks1981@outlook.com>

Thu, May 8, 2025 at 10:38 AM

To: Midori &lt;rachmpc2@gmail.com&gt;

---

**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 &lt;sspradley@cityofflaglerbeach.com&gt;; jsherman@cityofflaglerbeach.com &lt;jsherman@cityofflaglerbeach.com&gt;; dmartin@cityofflaglerbeach.com &lt;dmartin@cityofflaglerbeach.com&gt;

**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

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**EXHIBIT C**

**EXHIBIT C**



Department of State / Division of Corporations / Search Records / Search by Officer/Registered Agent Name /

## Detail by Officer/Registered Agent Name

Florida Limited Liability Company  
LEISURE HOLDINGS LLC

### Filing Information

**Document Number** L23000528957  
**FEI/EIN Number** 36-5095564  
**Date Filed** 11/27/2023  
**State** FL  
**Status** ACTIVE  
**Last Event** REINSTATEMENT  
**Event Date Filed** 11/12/2024

### Principal Address

12 BISHOP LN  
PALM COAST, FL 32137

### Mailing Address

12 BISHOP LN  
PALM COAST, FL 32137

### Registered Agent Name & Address

ryan, jeffery warren  
476 RIVERSIDE AVE.  
JACKSONVILLE, FL 32202

Name Changed: 11/12/2024

### Authorized Person(s) Detail

#### **Name & Address**

Title MGR

RYAN, JEFFERY W  
12 BISHOP LN  
PALM COAST, FL 32137

### Annual Reports

Report Year	Filed Date
2024	11/12/2024
2025	02/27/2025

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**Document Images**

02/27/2025 -- ANNUAL REPORT

[View image in PDF format](#)

11/12/2024 -- REINSTATEMENT

[View image in PDF format](#)

11/27/2023 -- Florida Limited Liability

[View image in PDF format](#)

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**Electronic Articles of Organization  
For  
Florida Limited Liability Company**

L24000034817  
FILED 8:00 AM  
January 17, 2024  
Sec. Of State  
labrown

**Article I**

The name of the Limited Liability Company is:

OCEAN PALMS GOLF CLUB LLC

**Article II**

The street address of the principal office of the Limited Liability Company is:

12 BISHOP LANE  
PALM COAST, FL. US 32137

The mailing address of the Limited Liability Company is:

12 BISHOP LANE  
PALM COAST, FL. US 32137

**Article III**

The name and Florida street address of the registered agent is:

LEISURE HOLDINGS LLC  
12 BISHOP LANE  
PALM COAST, FL. 32137

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: JEFFERY RYAN

#### **Article IV**

The name and address of person(s) authorized to manage LLC:

Title: AMBR  
LEISURE HOLDINGS LLC  
12 BISHOP LANE  
PALM COAST, FL. 32137 US

Title: AMBR  
KTS HOLDINGS LLC  
21511 FOX FIELD CIR  
GERMANTOWN, MD. 20876 US

L24000034817  
FILED 8:00 AM  
January 17, 2024  
Sec. Of State  
labrown

#### **Article V**

The effective date for this Limited Liability Company shall be:

01/14/2024

Signature of member or an authorized representative

Electronic Signature: JEFFERY RYAN

I am the member or authorized representative submitting these Articles of Organization and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of the LLC and every year thereafter to maintain "active" status.

**2025 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT**

DOCUMENT# L24000034817

**Entity Name:** OCEAN PALMS GOLF CLUB LLC

**Current Principal Place of Business:**

3600 S CENTRAL AVE  
FLAGLER BEACH, FL 32136

**Current Mailing Address:**

12 BISHOP LANE  
PALM COAST, FL 32137 US

**FEI Number:** 99-0981454

**Certificate of Status Desired:** Yes

**Name and Address of Current Registered Agent:**

LEISURE HOLDINGS LLC  
12 BISHOP LANE  
PALM COAST, FL 32137 US

*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.*

**SIGNATURE:**

\_\_\_\_\_  
Electronic Signature of Registered Agent

\_\_\_\_\_  
Date

**Authorized Person(s) Detail :**

Title            AMBR  
Name            LEISURE HOLDINGS LLC  
Address        12 BISHOP LANE  
City-State-Zip: PALM COAST FL 32137

Title            AMBR  
Name            KTS HOLDINGS LLC  
Address        21511 FOX FIELD CIR  
City-State-Zip: GERMANTOWN MD 20876

*I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.*

**SIGNATURE:** TANUJ SEONI

**MEMBER**

**03/16/2025**

\_\_\_\_\_  
Electronic Signature of Signing Authorized Person(s) Detail

\_\_\_\_\_  
Date

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[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

## Detail by Entity Name

Florida Limited Liability Company  
OCEAN PALMS GOLF CLUB LLC

### Filing Information

**Document Number** L24000034817  
**FEI/EIN Number** 99-0981454  
**Date Filed** 01/17/2024  
**Effective Date** 01/14/2024  
**State** FL  
**Status** ACTIVE

### Principal Address

3600 S Central Ave  
Flagler Beach, FL 32136

Changed: 03/16/2025

### Mailing Address

12 BISHOP LANE  
PALM COAST, FL 32137

### Registered Agent Name & Address

LEISURE HOLDINGS LLC  
12 BISHOP LANE  
PALM COAST, FL 32137

### Authorized Person(s) Detail

#### **Name & Address**

Title AMBR

LEISURE HOLDINGS LLC  
12 BISHOP LANE  
PALM COAST, FL 32137

Title AMBR

KTS HOLDINGS LLC  
21511 FOX FIELD CIR  
GERMANTOWN, MD 20876

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### Annual Reports

Report Year	Filed Date
2025	03/16/2025

**Document Images**

03/16/2025 -- ANNUAL REPORT

View image in PDF format

01/17/2024 -- Florida Limited Liability

View image in PDF format

**Electronic Articles of Organization  
For  
Florida Limited Liability Company**

L23000528957  
FILED 8:00 AM  
November 27, 2023  
Sec. Of State  
dsultana

**Article I**

The name of the Limited Liability Company is:

LEISURE HOLDINGS LLC

**Article II**

The street address of the principal office of the Limited Liability Company is:

12 BISHOP LN  
PALM COAST, FL. US 32137

The mailing address of the Limited Liability Company is:

12 BISHOP LN  
PALM COAST, FL. US 32137

**Article III**

The name and Florida street address of the registered agent is:

UNITED STATES CORPORATION AGENTS, INC.  
476 RIVERSIDE AVE.  
JACKSONVILLE, FL. 32202

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: CHEYENNE MOSELEY, US CORP. AGENTS

## Article IV

The name and address of person(s) authorized to manage LLC:

Title: MGR  
JEFFERY W RYAN  
12 BISHOP LN  
PALM COAST, FL. 32137 US

L23000528957  
FILED 8:00 AM  
November 27, 2023  
Sec. Of State  
dsultana

Signature of member or an authorized representative

Electronic Signature: CHEYENNE MOSELEY, LEGALZOOM.COM, INC.

I am the member or authorized representative submitting these Articles of Organization and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of the LLC and every year thereafter to maintain "active" status.

**2024 FLORIDA LIMITED LIABILITY COMPANY REINSTATEMENT**

**FILED  
Nov 12, 2024  
Secretary of State  
5482916073CR**

DOCUMENT# L23000528957

**Entity Name:** LEISURE HOLDINGS LLC

**Current Principal Place of Business:**

12 BISHOP LN  
PALM COAST, FL 32137

**Current Mailing Address:**

12 BISHOP LN  
PALM COAST, FL 32137 US

**FEI Number:** 36-5095564

**Certificate of Status Desired:** Yes

**Name and Address of Current Registered Agent:**

RYAN, JEFFERY WARREN  
476 RIVERSIDE AVE.  
JACKSONVILLE, FL 32202 US

*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.*

SIGNATURE: JEFFERY RYAN

11/12/2024

Electronic Signature of Registered Agent

Date

**Authorized Person(s) Detail :**

Title MGR  
Name RYAN, JEFFERY W  
Address 12 BISHOP LN  
City-State-Zip: PALM COAST FL 32137

*I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.*

SIGNATURE: JEFFERY RYAN

OWNER

11/12/2024

Electronic Signature of Signing Authorized Person(s) Detail

Date

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[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

## Detail by Entity Name

Florida Limited Liability Company  
LEISURE HOLDINGS LLC

### Filing Information

**Document Number** L23000528957  
**FEI/EIN Number** 36-5095564  
**Date Filed** 11/27/2023  
**State** FL  
**Status** ACTIVE  
**Last Event** REINSTATEMENT  
**Event Date Filed** 11/12/2024

### Principal Address

12 BISHOP LN  
PALM COAST, FL 32137

### Mailing Address

12 BISHOP LN  
PALM COAST, FL 32137

### Registered Agent Name & Address

ryan, jeffery warren  
476 RIVERSIDE AVE.  
JACKSONVILLE, FL 32202

Name Changed: 11/12/2024

### Authorized Person(s) Detail

#### **Name & Address**

Title MGR

RYAN, JEFFERY W  
12 BISHOP LN  
PALM COAST, FL 32137

### Annual Reports

Report Year	Filed Date
2024	11/12/2024
2025	02/27/2025

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**Document Images**

02/27/2025 -- ANNUAL REPORT

View image in PDF format

11/12/2024 -- REINSTATEMENT

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11/27/2023 -- Florida Limited Liability

View image in PDF format

Home > U.S. > Maryland > Germantown

# KTS HOLDINGS LLC

Maryland Secretary Of State Business Registration · Updated 8/21/2025

Sponsored Links

## Visit Our Dreamy Beach Town

Open

### Company Information

- Company Name: [KTS HOLDINGS LLC](#)
- Entity Type: MARYLAND DOMESTIC LLC
- File Number: [W23838725](#)
- Filing State: Maryland (MD)
- Filing Status: Active
- Filing Date: April 6, 2023
- Company Age: 2 Years, 4 Months
- Registered Agent:  Tanuj Seoni  
21511 Fox Field Cir  
Germantown, MD 20876
- Principal Address:  21511 Fox Field Cir  
Germantown, MD 20876
- Governing Agency: Maryland Secretary of State


### Contact Information

Email Address: There is an email address on file for this company, however, it's only available to our [Pro Search](#), [Pro Data](#), and [Pro API](#) subscribers.

### Company Contacts

#### TANUJ SEONI

Agent

 21511 Fox Field Cir  
Germantown, MD 20876

### Reviews

[Write Review](#)

There are no reviews yet for this company.

### Questions

[Write Review](#)

[Upgrade](#)

[Claim](#)

[KTS HOLDINGS LLC](#) is a Maryland Domestic LLC filed on April 6, 2023. The company's filing status is listed as A [▶](#) [W23838725](#).

T  
S  
M  
F: **Rehab Medical**

or this company is Tanuj Fox Field Cir, Germantown, nicipal address is 21511 D 20876.

T  
T: Let Your Child Explore The World **With A Pediatric Solution Designed To Grow With Them**

n record. The contact is 1 MD.

- Great Customer Service
- Years Of Experience
- Dedicat

Rehab Medic.

Open

C-13

**EXHIBIT D**

**EXHIBIT D**

REGULAR MEETING OF THE FLAGLER BEACH CITY COMMISSION SITTING AS THE COMMUNITY REDEVELOPMENT AGENCY, THURSDAY, DECEMBER 14, 2023 AT 4:40 P.M. COMMISSION CHAMBERS 105 SOUTH SECOND STREET FLAGLER BEACH, FLORIDA 32136.

MINUTES

PRESENT: Mayor Suzie Johnston, Chair Eric Cooley, Vice-Chair Rick Belhumeur, Commissioners Jane Mealy, James Sherman and Scott Spradley, City Attorney D. Andrew Smith, III, City Manager Dale L. Martin, CRA Executive Director Caryn Miller, and City Clerk Penny Overstreet.

- 1. CALL THE MEETING TO ORDER: Chair Cooley called the meeting to order at 4:30 p.m.
- 2. PLEDGE OF ALLEGIANCE: Mayor Johnston led the Pledge of Allegiance.

CONSENT AGENDA

- 3. APPROVAL OF THE MINUTES OF THE SEPTEMBER 28, AND NOVEMBER 9, 2023 MEETINGS
- 4. APPROVE THE 2024 CRA QUARTERLY MEETING SCHEDULE

A motion to approve the Consent Agenda was made by Commissioner Mealy and seconded by Commissioner Sherman. The motion carried unanimously.

GENERAL BUSINESS

- 5. APPROVAL OF SMALL REDEVELOPMENT GRANT FO 211 S. 3<sup>RD</sup> STREET: Ms. Miller presented the application. A motion to approve the grant application was made by Commissioner Belhumeur, seconded by Commissioner Sherman. The motion carried unanimously.
- 6. DISCUSSION AND APPROVAL OF AMENDMENTS TO THE SMALL REDEVELOPMENT GRANT APPLICATION: Discussion ensued related to whether or not the grant program should continue. Consensus was reached to place the discussion on the next CRA agenda. Additional changes to the grant application were suggested.

The following changes were made to the Small Grant Application Package:

- Page 2 Introduction- Reworded to make more sense to the reader
- Page 2 Fixed and corrected the Goal section
- Page 3 Added language related to Tenant/ Owner expectations and letter required
- Page 3-4 Added examples of non-fixed items to include "not a permanent appurtenance to the property".
- Page 4-b Added Tenant/ owner expectations
- Page 4-d Added "the CRA reserves the right to request a site plan if necessary".
- Page 5 Added "not eligible for reimbursement"
- Page 6 Application- Added letter from owner approval must be included.

D-1

Chair Cooley opened public comments. Richard Clemons and Bob Cunningham provided comments. Chair Cooley closed public comments. A motion was made by Commissioner Belhumeur to approve the amendments to the Small Redevelopment Grant application. Commissioner Mealy seconded the motion. The motion carried unanimously.

7. DISCUSSION AND APPROVAL OF AMENDMENTS TO THE LARGE REDEVELOPMENT GRANT APPLICATION: Ms. Miller reviewed the changes she suggested. After discussion the following changes were made to the Large Grant Application Package:

- Application Page 1- Added Contractor estimate supporting project costs applied for in the application. Took out 2 estimate requirement if over \$200,000.
- Page 2- Corrected Goal and Policy
- Page 3 Introduction- Reworded to make more sense to the reader
- Page 3 Eligible expenses- Added the explanation these grants are for larger projects.
- Page 5 Procedures and Guidelines- Added language to reflect the two grants awarded per year and they are on first come first serve basis.
- Page 5 Item e- Changed to Contractor estimate supporting project costs applied for in the application. Took out 2 estimate requirement if over \$200,000.

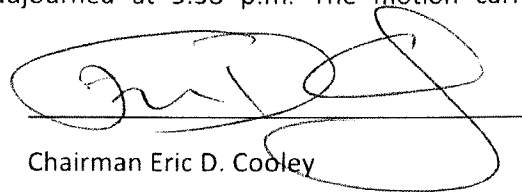
Chairman Cooley opened the item for public comment. Seeing none, public comment was closed. Motion by Commissioner Mealy to approve the amendments to the Large Grant Application as presented. Seconded by Commissioner Sherman. The motion carried unanimously.

8. REVIEW OF BOARD PRIORITY PROJECTS TO DATE: Ms. Miller reviewed the list provided. This item was for information only. No action was taken.

9. CRA EXECUTIVE DIRECTOR UPDATE: Ms. Miller reported the CRA budget needs to be amended. She spoke of a list that states that 79k will have to come out of the CRA budget and be funded by the General Fund since the CRA cannot fund those items. The City Manager will come back with compensatory changes to the budget at a regular Commission meeting to compensate for this shortage. No action was taken.

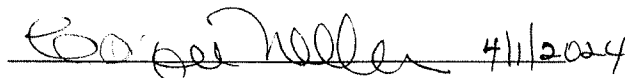
10. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA: None

11. ADJOURNMENT: A motion to adjourn was made by Commissioner Sherman, seconded by Commissioner Belhumeur. The CRA meeting adjourned at 5:38 p.m. The motion carried unanimously.



Chairman Eric D. Cooley

Attest:



Caryn Miller MPA, CRA Executive Director

REGULAR MEETING OF THE FLAGLER BEACH CITY COMMISSION THURSDAY, JANUARY 11, 2024, AT 5:30 P.M. AND TO BE CONTINUED UNTIL ITEMS ARE COMPLETE. CITY COMMISSION CHAMBERS, 105 S. SECOND STREET, FLAGLER BEACH, FLORIDA 32136.

MINUTES

PRESENT: Mayor Suzie Johnston, Chair Eric Cooley, Vice-Chair Rick Belhumeur, Commissioners Jane Mealy, James Sherman and Scott Spradley, City Attorney D. Andrew Smith, III, City Manager Dale L. Martin, and City Clerk Penny Overstreet.

1. CALL THE MEETING TO ORDER: Chair 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 Johnston led the pledge to the flag.
3. PROCLAMATIONS AND AWARDS:
  - a. NATIONAL STALKING AWARENESS MONTH: Mayor Johnston presented the proclamation to the Flagler County Advocate Alliance and the Family Life Center staff.
  - b. HUMAN TRAFFICKING AWARENESS MONTH: Mayor Johnston presented the proclamation to Flagler County Advocate Alliance.
  - c. CERTIFICATES OF APPRECIATION TO FIREFIGHTERS WHO ASSISTED WITH THE NEW YEAR'S EVE SURFBOARD DROP: Mayor Johnston presented a certificate to Greg Evans.
  - d. CERTIFICATE OF APPRECIATION TO MY THREE SONS FIREWORKS COMPANY: Mayor Johnston presented the certificate to a representative of My Three Sons Fireworks Company.
4. DELETIONS AND CHANGES TO THE AGENDA: Item 6, 11, and 13 were removed from the agenda.
5. PUBLIC COMMENTS REGARDING ITEMS NOT ON THE AGENDA. CITIZENS ARE ENCOURAGED TO SPEAK. HOWEVER, COMMENTS SHOULD BE LIMITED TO THREE MINUTES: Brian Ford, North 16th Street, suggested something be done about parking on the dunes. Bob Cunningham inquired if there will be Fourth of July fireworks, reported street signs missing on the South side of town, and asked if we will lower the speed limit throughout town to 25mph. Angela Smith requested the city purchase the vacant lot next to Caliber Car Wash to create a natural buffer. James Fiske asked if the city was interested in creating a Historic Preservation Board. Richard Clemons spoke about the Mainstreet Program, and suggested CRA grant money be saved for big aesthetic projects. David Pressel, N. Central, appreciated the New Year's Eve fireworks, and advised garbage cans are missing at the walkovers throughout A1A North, he suggested we have garbage bins like Volusia County which are on stands.

Chair Cooley requested the City Manager direct staff to retie the ribbon at A1A and 17th and 18th North. Mr. Martin to continue communications to FDOT regarding the dune plantings. Chair Cooley requested the City Manager respond to the other inquiries. Mr. Martin responded,

January 11, 2024 Page 1 | 5

D-3

regarding the fireworks, the budget was expended on the New Year's Eve event, and unless the Commission appropriates more money, there is no additional money in this year's budget. The Commission reached a consensus to place an item on a future budget regarding the Fourth of July Fireworks. Mr. Martin advised regarding the missing street signs, the Department Supervisor is performing an inventory of the street signs, and suggested working out an arrangement to have Palm Coast make signs for us at cost. He continued asking that Mr. Cunningham send the Clerk his list of missing signs. Mr. Martin reported Chief Doughney is working with FDOT on the process to lower the speed limit throughout town. Regarding the request to purchase property, the Commission reached a consensus to discuss the suggestion at their Strategic Planning Session. Regarding creating a Historical Preservation Board, Mr. Martin is to meet with Patti King and Mr. Fiske to see if feasible. Regarding the comment of starting a Mainstreet Program, Mr. Martin advised he has spoken to Ms. Miller about the program and feels it would be another tool for the community. Regarding the missing trash receptacles, Mr. Martin is to work with Rob Smith about placement, and ensuring availability to the public for refuse.

Commissioner Sherman put forth a motion to recess the meeting to convene the Special CRA Meeting at 6:29 p.m.

Chair Cooley resumed the Regular Meeting at 7:18 p.m.

#### CONSENT AGENDA

6. APPROVE THE REGULAR MEETING MINUTES OF DECEMBER 14, 2023: This item was removed from the agenda.
7. APPROVE THE AMENDED FIRST FRIDAY MANAGEMENT AGREEMENT: Commissioner Mealy removed the item for discussion. Discussion included: how many tables on average are occupied. The Commission requested Attorney Smith add a sentence to Section 5 to clarify only up to 10 tables sponsored by City for Flagler Beach LBTR holders. Chair Cooley opened public comments. Paul Mykytka suggested rolling the funds if all ten tables are not reserved. Chair Cooley closed public comments. Motion by Commissioner Belhumeur that we approve consent agenda Item #7 as amended. Commissioner Sherman seconded the motion. The motion carried unanimously.

#### GENERAL BUSINESS

8. DISCUSSION AND POSSIBLE ACTION REGARDING CERTAIN PROVISIONS OF THE EXISTING GOLF COURSE LEASE – ATTORNEY SMITH: Attorney Jay Livingston representing the group interested in purchasing Flagler Golf Management. Attorney Livingston referred to sections the existing lease that caused concern for the potential buyer as follows: Section 6.3, Flagler Golf Management as the sole operator, does not want a situation where the City would terminate the lease after the company is purchased. Section 14.1, Lessee has no authority to assign without approval. The mediated settlement agreement, what is filed with the court is a provision that says the lease is not assignable but can be taken over by new owner. His clients would like to assume the liabilities and obligations the current tenant has with the City, adding we prefer this to be clean, before we move forward. Attorney Smith advised the Commission all three (3) concerns are waivable. Continued by advising a motion to agree to a limited waiver, for this group, to waive assignment of lease, would not impair this group if they take assignment of the lease, and to waive without taking on other defaults of Flagler Golf Management. A limited waiver would only apply to this group, any others would have to come before you if they wanted the same. Attorney Livingston

advised if these waivers are approved, his clients would finalize the agreement to purchase the assets from Flagler Golf. The proposed buyer Jeff Ryan gave a brief history of his residency and experience with this type of business. Chair Cooley opened public comment. Robby Robert provided comment. Chair Cooley closed public comments. Motion by Commissioner Belhumeur to provide a limited waiver in favor of KTS Holdings, LLC that waives any restrictions in the lease or settlement agreement that would prohibit assignment of the lease or require termination of the lease upon dissolution of Flagler Golf Management or would require KTS Holding, LLC to purchase all assets of Flagler Golf Management beyond the lease itself. Commissioner Sherman seconded the motion. The motion carried unanimously, after a roll call vote.

Chair Cooley recessed the meeting at 7:49 p.m.

Chair Cooley resumed the meeting at 8:01 p.m.

9. APPROVE THE FINAL PLAT FOR BEACH PARK VILLAGE SUBDIVISION – KB HOMES: Derek Citino, representing KB Homes reviewed the development and amendments to the plat after being reviewed by The Planning & Architectural Review Board. Chair Cooley opened public comments. No comments were offered. Chair Cooley closed public comments. Motion by Commissioner Belhumeur to approve agenda Item #9. Commissioner Sherman seconded the motion. The motion carried unanimously, after a roll call vote.
10. CONSIDER A REQUEST FOR A FLAG POLE MEMORIAL FOR MR. ALBERT ESPOSITO – PEGGY KRANTZ: Applicant not present. No action was taken. The Commission suggested creating a policy for the review and consideration of public memorials. The Commission reached a consensus to have this application process on a future agenda for discussion. Chair Cooley opened public comments. Comments were heard from Bob Cunningham and Robby Robert. Chair Cooley closed public comments.
- 10.5 CONSIDER CHANGE ORDER NO.'S 4 AND 5 FOR THE PUBLIC ACCESS DUNE WALKOVER PROJECT – PENNY OVERSTREET: Clerk Overstreet reviewed the requests. Advising how the Change Orders would be funded. Motion by Commissioner Belhumeur to approve Change Order 4 & 5 for the Dune Walkover Project. Commissioner Sherman seconded the motion. Chair Cooley opened public comments. No comments were offered. Chair Cooley closed public comments. The motion carried unanimously.
11. APPROVE A DIRECT PURCHASE FOR THE NECESSARY MATERIAL TO COMPLY WITH THE EXISTING AGREEMENT/EASEMENTS BETWEEN THE CITY AND GRAND LANDINGS FOR THE RELOCATION OF THE RAW WATER LINE: This item was removed from the agenda.
12. SET A DATE FOR A WORKSHOP TO DISCUSS COMMISSION FORM AND TERMS – PENNY OVERSTREET, CITY CLERK: The Commission reached a consensus to hold workshop on February 15, 2024 at 5:30 p.m.

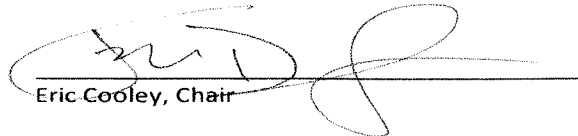
PUBLIC HEARINGS

13. APPLICATION ZV#23-12-01 ACCESSORY STRUCTURE VARIANCE FOR A POOL AT 1324 S. OCEAN SHORE BLVD. APPLICANT CARL EPP: ARTISAN CUSTOM HOMES: This application was withdrawn at the request of the applicant.
14. ORDINANCE 2023-08 AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING APPENDIX "A", LAND DEVELOPMENT REGULATIONS, ARTICLE II, ZONING; AMENDING SECTION 2.04.02.9.1 RELATED TO BARRIER ISLAND RESIDENTIAL DEVELOPMENT STANDARDS; PROVIDING FOR TWENTY-FIVE FOOT FRONT YARD SETBACKS ALONG OCEAN SHORE BOULEVARD; PROVIDING A PROCESS FOR DETERMINING SIDE SETBACKS ON IRREGULAR SHAPED LOTS; ADDRESSING DOUBLE FRONTAGE LOTS; ADDRESSING IMPERVIOUS PAVERS; ADDRESSING SIDE YARD SETBACKS WHEN A DRIVEWAY IS TO BE CONSTRUCTED; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR CONFLICT; PROVIDING AN EFFECTIVE DATE HEREOF – FINAL READING: Attorney Smith read the title of the ordinance into the record. Motion by Commissioner Belhumeur to approve Ordinance 2023-08. Commissioner Sherman seconded the motion. Chair Cooley opened public comments. No comments were offered. Chair Cooley closed public comments. The motion carried unanimously, after a roll call vote.
15. ORDINANCE 2024-01, AN ORDINANCE OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING CHAPTER 2, SECTION 2-2 OF THE CODE OF ORDINANCES RELATED TO ANNEXATION PROCEDURES; PROVIDING THAT ANNEXATIONS SHALL BE CONDUCTED IN ACCORDANCE WITH STATE STATUTES; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR CONFLICT; PROVIDING AN EFFECTIVE DATE HEREOF: Attorney Smith read the title of the ordinance into the record. Motion by Commissioner Mealy to approve Ordinance 2024-01. Commissioner Belhumeur seconded the motion. Chair Cooley opened public comments. No comments were offered. Chair Cooley closed public comments. The motion carried unanimously, after a roll call vote.
16. STAFF REPORTS.
  - CITY ATTORNEY: Attorney Smith inquired if the Commission had any interest in a lawsuit brought by a city in Volusia County that claims invasion of privacy regarding the legislative requirement for Elected Officials to complete a Form 6 annually. The Commission reached a consensus for Attorney Smith to follow-up, and report back.
  - CITY MANAGER: Thanked all who assisted with the New Year's Eve event. Advised a three-year contract is forthcoming on the next agenda for New Year's fireworks. Reported the evaluation team made their recommendation for the Stormwater Consultant. Spoke of the Water Resources Development Act and his conversation with Congressman Waltz regarding pursuing an award program to study flood mitigation on the Intracoastal Waterway. Reported his communications with CPH regarding documents to recertify the Domestic Wastewater Facility Permit at the WWTP. Reported actions taken to date to comply with the FDEP Consent Order.
  - CITY CLERK: Reported the qualified candidates for March 19<sup>th</sup> Election as Patti King for Mayor, and, Eric Cooley and Bob Cunningham for the Commissioner Seat. Ms. Overstreet advised qualifying ends tomorrow at 5:00 p.m. Reported the contractor hopes to have the Dune Walkover Project closed in early February.

- POLICE CHIEF: Advised lowering the speed limits city-wide to 25mph statutorily requires a study performed before the speed limit can be lowered. Resident, Paul Mykytka, by profession is a traffic engineer and will be assisting Chief Doughney with the study.

COMMISSION COMMENTS

17. COMMISSION COMMENTS, INCLUDING REPORTS FROM MEETINGS ATTENDED: The Officials reported their attendance at meetings, gatherings, and events since the last regular meeting.
- Mayor Johnston: Requested a completion date for the fence installation in Irma & Pal Parker Park, and the dune fencing. Mr. Martin responded these projects should be completed by the end of February, and noted he has been in communications with FDOT regarding several issues.
  - Commissioner Sherman: Spoke of an article in the Palm Coast Observer that didn't reflect the truth regarding a certain business and how the hotel construction is affecting it.
  - Commissioner Belhumeur: Reported there will soon be a left turn arrow at the Flagler Avenue and SR 100 intersection.
  - Commissioner Mealy: Reported on the legislation that will be considered this year.
  - Commissioner Spradley: Spoke of his Saturday office hours.
  - Commissioner Cooley: Thanked Staff for their efforts with the New Year's Eve event.
18. PUBLIC COMMENTS REGARDING ITEMS NOT ON THE AGENDA. CITIZENS ARE ENCOURAGED TO SPEAK. HOWEVER, COMMENTS SHOULD BE LIMITED TO THREE MINUTES: Robbie Robert provided comment.
19. ADJOURNMENT: Commissioner Sherman put forth a motion to adjourn the meeting at 9:13 p.m.

  
Eric Cooley, Chair

Attest:

  
Penny Overstreet, City Clerk

REGULAR MEETING OF THE FLAGLER BEACH CITY COMMISSION THURSDAY, JANUARY 25, 2024, AT 5:30 P.M. AND TO BE CONTINUED UNTIL ITEMS ARE COMPLETE. CITY COMMISSION CHAMBERS, 105 S. SECOND STREET, FLAGLER BEACH, FLORIDA 32136.

MINUTES

PRESENT: Mayor Suzie Johnston, Chair Eric Cooley, Vice-Chair Rick Belhumeur, Commissioners Jane Mealy, James Sherman and Scott Spradley, City Manager Dale L. Martin and City Clerk Penny Overstreet

1. CALL THE MEETING TO ORDER: Chair 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 Johnston led the pledge.
3. PROCLAMATIONS AND AWARDS.
  - a. PROCLAMATION CELEBRATING IRISH AMERICAN HERITAGE MONTH: Mayor Johnston read the proclamation into the record.
4. DELETIONS AND CHANGES TO THE AGENDA: None.
5. PUBLIC COMMENTS REGARDING ITEMS NOT ON THE AGENDA: Mr. Martin introduced a new member of staff, Kathrine Monroy, Assistant to the City Manager.

CONSENT AGENDA

6. APPROVE THE REGULAR MEETING MINUTES OF DECEMBER 14, 2023, AND JANUARY 11, 2024:
7. APPROVE AN AGREEMENT BETWEEN THE CITY OF FLAGLER BEACH AND DR. KRISTIN MCCABE-KLINE FOR EMS MEDICAL DIRECTOR SERVICES:

Chair Cooley reviewed the consent agenda items. Chair Cooley opened public comments. No comments were offered Chair Cooley closed public comments. Motion by Commissioner Belhumeur to approve the consent agenda. Commissioner Sherman seconded the motion. The motion carried unanimously.

GENERAL BUSINESS

8. QUARTERLY BUDGET REPORT – RHONDA ALLEN, FINANCE DIRECTOR: Rhonda Allen presented a budget calendar, noting the dates were still draft and subject to change. Ms. Allen reviewed each funds reconciliations at the end of the first quarter. She reported the

General Fund received 69% of the projected revenue, the CRA Fund revenue received 46%, noting the fund has yet to collect FRDAP grant revenue, and it is still not yet known if the City will be awarded. Building Code Fund expenditure is 19%. The Pier Enterprise Fund has collected 32% of budget revenue. Utility Fund has collected 21% of the projected revenue. The Sanitation Fund revenues are 23%. The Stormwater Fund revenues are at 6% due to grant funds not yet received. Ms. Allen reviewed the encumbered, restricted and available cash balance report. General Fund balance \$5.5 million, American Rescue Act (ARPA) balance \$87,000, Building Code Inspection Fund \$501,365, Pier Fund (\$628,845), Utility Fund \$1,514,430, Sanitation Fund \$89k, Stormwater Fund: (\$153,530) and the CRA Fund \$98,262. The total, including the restricted funds, is \$7,010,976. Mr. Martin suggested shoring up the negative Pier Fund over next two years and starting at 0 when pier is completed. Ms. Allen reported at the end of the first quarter the investment account balances as: \$10.5 million in Florida Prime, Florida Municipal Investment Trust \$8.2 million, and the Truist accounts at \$9,471,316. The grand total is \$25,678,213. Chair Cooley opened public comments. Monica Nicola inquired if monies were budgeted for the proposed stormwater projects. Chair Cooley closed public comments. Mr. Martin advised staff to reallocate monies in Stormwater to pay for the McKim & Creed proposal.

9. RESOLUTION 2024-01, A RESOLUTION BY THE CITY OF FLAGLER BEACH, FLORIDA, APPROVING AN ENGAGEMENT AGREEMENT WITH HILLTOP SECURITIES TO PROVIDE FINANCIAL ADVISORY SERVICES TO THE CITY OF FLAGLER BEACH; PROVIDING FOR CONFLICT AND AN EFFECTIVE DATE: Attorney Smith read the title of the resolution into the record. Mr. Martin reviewed the request advising, if approved, the consultants will solicit the bank lending for the pier project since the money from FEMA is reimbursable. Chair Cooley opened public comments. No comments were offered. Chair Cooley closed public comments. Motion by Commissioner Mealy to approve Resolution 2024-01. Commissioner Sherman seconded the motion. The motion carried unanimously, after a roll call vote.
10. RESOLUTION 2024-02, A RESOLUTION BY THE CITY OF FLAGLER BEACH, FLORIDA, APPROVING A THREE-YEAR PROPOSAL FROM MY THREE SONS FIREWORKS COMPANY, LLC FOR NEW YEAR'S EVE FIREWORKS; PROVIDING FOR CONFLICT AND AN EFFECTIVE DATE: Attorney Smith read the title of the resolution into the record. Mr. Martin reviewed the request. Commissioners Belhumeur and Mealy inquired asked if Pier or trestle is not available as a launch site, can other dates be substituted. Commissioner Sherman spoke of a previous consensus to let the County hold Fourth of July fireworks and the city continue with the daytime event activities. Commissioner Cooley suggested the addition of a cancelation or escape clause. Attorney Smith advised yes, but he needs direction; and then inquired, a 30-day notice to cancel or reschedule, or roll over to future year, for unforeseen circumstances, basically an unavoidable circumstance. The Commission reached a consensus to have the City Attorney work with the vendor to included the

cancelation/escape clause. Chair Cooley opened public comments. Ken Bryan inquired regarding the total cost of the New Year's Eve event. Chair Cooley closed public comments. No action was taken. City Attorney Smith was directed to amend the proposal and place it on a future agenda for consideration. The Commission reached a consensus to place a discussion item on a future agenda regarding the New Year's event and disclose the full cost.

11. RESOLUTION 2024-03, A RESOLUTION BY THE CITY OF FLAGLER BEACH, FLORIDA, ACCEPTING THE PROPOSAL FROM MCKIM & CREED TO SERVE AS THE CITY'S STORMWATER CONSULTANT; AUTHORIZING THE CITY MANAGER TO REFINE THE TASKS, COSTS, AND SCHEDULE OF SAID PROPOSAL; PROVIDING FOR CONFLICT AND AN EFFECTIVE DATE: Attorney Smith read the title of the resolution into the record. Mr. Martin reviewed the proposal advising Tasks 1-3 would be completed in a four-to-six-month window of time. Mr. Martin introduced Patrick Mario, Regional Manager, McKim & Creed. Commissioner Cooley spoke of direction to the former City Manager to draft a master list of all the city's stormwater infrastructure and additional direction given to place infrastructure that was not working properly on a priority repair list. Chair Cooley opened public comments. Comments were received from: Patti King, Monica Nikola, Bob Cunningham, Sandra Nietubic, Donna Zuckis, Ken Bryan, Paul Mykytka, and Marcus Romero. The comments received included: inquiries into the project tasks, questioning the need for a new study, issue west of the bridge, would modeling be part of the study, and a suggestion to reduce impervious lot coverage to 35%. Chair Cooley closed public comments. Commissioner Cooley referred to a previous consensus of the Commission to pull from reserves if necessary to repair existing stormwater infrastructure. Motion by Commissioner Sherman to approve Resolution 2024-03. Commissioner Mealy seconded the motion. The motion carried unanimously, after a roll call vote.
12. APPROVE AN ASSIGNMENT AND ASSUMPTION OF THE LEASE & RELEASE OF CURRENT LESSEE FOR THE OCEAN PALM GOLF COURSE AND AUTHORIZE MAYOR TO SIGN SAME: Attorney Smith reviewed the request. Commissioner Belhumeur inquired if this agreement included the driving range property. Attorney Smith responded no, this is an assignment of the existing agreement with Flagler Golf Management and further advised the new management company would return to negotiate the driving range. Motion by Commissioner Belhumeur to approve the Assumption and Assignment of the Lease and Release of Current Lessee for the Ocean Palm Golf Course. Commissioner Sherman seconded the motion. Chair Cooley opened public comments. Comment received from one person whose pronunciation was inaudible. Chair Cooley closed public comments. The motion carried unanimously, after roll call vote. Discussion ensued regarding the new tenant's interest in purchasing the property. Attorney Smith advised if that discussion were to develop, the City could include a deed restriction for the property to remain a golf course.

Chair Cooley recessed the meeting at 7:14p.m.

Chair Cooley resumed the meeting at 7:28 p.m.

PUBLIC HEARINGS

13. ORDINANCE 2024-01 AN ORDINANCE OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING CHAPTER 2, SECTION 2-2 OF THE CODE OF ORDINANCES RELATED TO ANNEXATION PROCEDURES; PROVIDING THAT ANNEXATIONS SHALL BE CONDUCTED IN ACCORDANCE WITH STATE STATUTES; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR CONFLICT; PROVIDING AN EFFECTIVE DATE HEREOF – FINAL READING: Attorney Smith read the title of the ordinance into the record. Chair Cooley explained why the code was initially put in place, and why it is being changed now. Chair Cooley continued explaining Flagler Beach is looking to incorporate the Seaside Landings and Veranda Bay developments, this ordinance changes the code to follow State Statutes when annexing. Attorney Smith advised the idea is to protect our standards, and quality of life, the developments are being built on our borders. Chair Cooley opened public comments. Bob Cunningham commented the first reading of the ordinance lacked transparency. Quentin Parker, Patti King and Charlie Morrow spoke in favor of the ordinance. Chair Cooley closed public comments. Commissioners Cooley, Mealy and Spradley responded to Mr. Cunningham’s comments and posts on social media imputing the Board as dishonest. Commissioner Cooley referred to the public notice postings, the pushed notices sent out via the website and the legal notice in the newspaper. Motion by Commissioner Belhumeur to approve Ordinance 2024-01. Commissioner Mealy seconded the motion. The motion carried unanimously, after a roll call vote.
14. ORDINANCE 2024-02 AN ORDINANCE BY THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING SECTION 2.02.00, DEFINITIONS, AND SECTION 2.04.02.08, ZONING SCHEDULE ONE LAND USE CONTROLS OF THE CODE OF ORDINANCES TO ALLOW FOR BOUTIQUE DISTILLERIES OF ALCOHOLIC BEVERAGES, PROVIDING FOR CONFLICTS, PROVIDING FOR SEVERABILITY CLAUSE, AND PROVIDING AN EFFECTIVE DATE – FIRST READING. Attorney Smith read the title of the ordinance into the record. Attorney Smith reviewed the ordinance. Chair Cooley opened public comments. No comments were offered. Chair Cooley closed public comments. Motion by Commissioner Mealy to approve Ordinance 2024-02. Commissioner Belhumeur seconded the motion. The motion carried unanimously, after a roll call vote.
15. STAFF REPORTS.
  - CITY ATTORNEY: Attorney Smith reviewed a draft letter to the Veranda Bay developer and requested the mayor sign if the board agrees. Mayor Johnston read the letter to Mr.

Belshe advising him of the city's interest in annexing the development. The Commission reached a consensus to have the mayor sign and staff to send the letter.

- CITY MANAGER: Mr. Martin reported an offer for the Finance Director position has been accepted, and the Information Technology Liaison position filled with Mr. Michael Whitlow scheduled to start work on Monday. Mr. Martin requested directions from the Board regarding submission of a Florida Inland Navigation District Grant which has an April 1<sup>st</sup> deadline. No specific direction was given. Mr. Martin advised the Northeast Florida Regional Planning Council has offered to provide planning services one day per week, for a six-week period at a cost of \$900 per week. Mr. Martin expects a formal agreement to be forthcoming.
- CITY CLERK: Reported the two candidates for the Commission seat at the March 19<sup>th</sup> election will be incumbent Eric Cooley and candidate Bob Cunningham. Ms. Overstreet reported Ms. Patti King's qualification for the mayor's seat was uncontested. Ms. King will be sworn into office as Mayor at the March 28, 2024, Organizational Meeting.

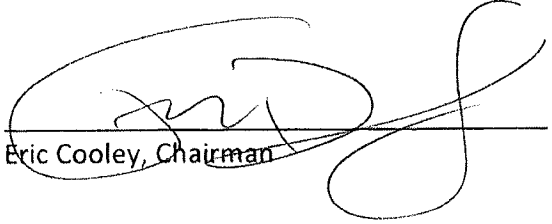
#### COMMISSION COMMENTS

16. COMMISSION COMMENTS, INCLUDING REPORTS FROM MEETINGS ATTENDED: The Officials reported their attendance at meetings, gatherings, and events since the last regular meeting.
- Commissioner Sherman reported the application to the Transportation Planning Organization for the Non-motorized Sun Trail extension was approved.
  - Commissioner Mealy requested an Officials attend the School Board Interlocal Agreement meeting on February 21, 2024, as Commissioner Sherman can't attend. Commissioner Spradley volunteered to attend. Commissioner Mealy inquired to Attorney Smith about proposed legislation related to utilities. Attorney Smith advised he would have a follow-up report at their next meeting.
  - Commissioner Spradley reported at the Joint Cities/ County Workshop a decision was made to change the schedule to have meetings twice per year vs. quarterly. Commissioner Spradley stated the entities were open to discuss ways to share the cost of development that impacts neighboring cities.
  - Commissioner Cooley inquired about a request from the Joint Cities/County Workshop to see if there is an appetite to incorporate our City Library into the County Library system. The Commission reached a consensus that there is no interest in incorporating the City Library into the County and no interest in discussing the subject. Commissioner Cooley spoke about new software implemented by the Tourist Development Office called Arrivalist. Commissioner Cooley explained the features of the software and how it tracks the movement of


tourists by their phone. Commissioner Cooley inquired if the Commission would consider retracting the direction for the beach survey and instead utilize the Arrivalist data via the TDC. The Commission reached a consensus to utilize the Arrivalist data. Mayor Johnston suggested moving forward with the beach survey before the next Joint Workshop. Commissioner Cooley stated he would send the Clerk the software information he received at the TDC Meeting for distribution. Commissioner Cooley reported the Emergency Operations Center is already working to eliminate the radar gap coverage.

17. PUBLIC COMMENTS REGARDING ITEMS NOT ON THE AGENDA. CITIZENS ARE ENCOURAGED TO SPEAK. HOWEVER, COMMENTS SHOULD BE LIMITED TO THREE MINUTES: Comments were heard by Paul Mykytka and Charlie Morrow.
18. ADJOURNMENT: Commissioner Mealy put forth a motion to adjourn the meeting at 8:41 p.m.

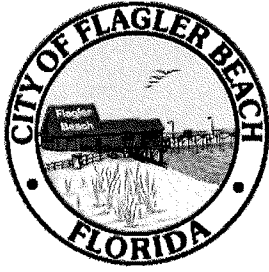
Attest:



Eric Cooley, Chairman



Penny Overstreet, City Clerk



# PLANNING AND ARCHITECTURAL REVIEW BOARD MEETING AGENDA

Tuesday, September 03, 2024 at 5:30 PM

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

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ALL MEETING ITEMS WILL BE CONTINUED UNTIL MEETING IS COMPLETE.

1. Call the meeting to order
2. Pledge of Allegiance
3. Roll Call / Determination of Quorum
4. Approval of Meeting Minutes
  - a. August 6, 2024
5. Deletions and changes to the agenda
6. Old Business - NONE
7. New Business
  - a. **Application OE-24-09-01** Request for Annual Outdoor Entertainment Permit - The Cajun Beach -1112 S. Ocean Shore Boulevard - Applicant - Patrick McKinney.
  - b. **Application PFS24-0002:** Conceptual Site Development Plan - The proposed project will consist of an expansion of the existing parking lot, construction of a new clubhouse and re-grading of the existing Ocean Palms Golf Course.  
**Parcel ID No.:** 29-12-32-0000-01010-0000 & 29-12-32-0000-01010-0010  
**Zoning District:** REC (Recreation) & MDR (Medium Density Residential)  
**FLUM:** Golf Course & High Density  
**Owner:** City of Flagler Beach (Dale Martin, City Manager)  
**Applicant:** Jeff Ryan (Owner), 12 Bishop Lane, Palm Coast, FL 32137; Regina Brachna, Representative
  - c. **Ordinance 2024-20:** An Ordinance of the City of Flagler Beach, Florida, amending the Comprehensive Plan to add a Property Rights Element; providing for conflicts, severability, and and effective date.
  - d. **Application PAN24-0002:** Application for Voluntary Annexation  
**Parcel ID No.:** Multiple parcels +/- 899 acres  
**Zoning District:** Existing Planned Unit Development (PUD), Unincorporated Flagler County  
**FLUM:** Existing Planned Unit Development (PUD), Unincorporated Flagler County  
**Owner:** Palm Coast Intracoastal, LLC, Veranda Bay Investments, LLC, Highway 100 Commercial, LLC  
**Applicant:** Palm Coast Intracoastal, LLC, Veranda Bay Investments, LLC, Highway 100 Commercial, LLC  
**Representative:** Michael D. Chiumento III, Esq., Chiumento Law

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- e. **Ordinance 2024-17:** An Ordinance of the City Commission of the City of Flagler Beach, Florida, to annex property to be included within the corporate area and City Limits of the City of Flagler Beach; providing for the annexation of approximately 899.09 acres of property described in Exhibit "A" to this ordinance and lying in the areas proximate to the existing City Limits of the City of Flagler Beach, Flagler County, Florida; providing for annexation in accordance with the voluntary annexation provisions of Section 171.044, Florida Statutes; providing for annexation of real property/amendment of corporate/city limits; providing for rights and privileges resulting from annexation upon land uses; providing for effect on Ad Valorem taxes; providing for effect on businesses and occupations; providing for effect on businesses and occupations; providing for conflicts, severability and an effective date.
- f. **Application PFLUMA-0001:** Application to amend the Future Land Use Map and Comprehensive Plan  
**Parcel ID No.:** Multiple parcels +/- 899 acres  
**FLUM:** Existing Planned Unit Development (PUD), Unincorporated Flagler County  
**Proposed FLUM:** Low Density Residential (LDR) and General Commercial (GC), City of Flagler Beach  
**Owner:** Palm Coast Intracoastal, LLC, Veranda Bay Investments, LLC, Highway 100 Commercial, LLC  
**Applicant:** Palm Coast Intracoastal, LLC, Veranda Bay Investments, LLC, Highway 100 Commercial, LLC  
**Representative:** Michael D. Chiumento III, Esq., Chiumento Law
- g. **Ordinance 2024-19:** An Ordinance of the City Commission of the City of Flagler Beach, Florida, amending the Comprehensive Plan Future Land Use Map designation for approximately 899.09 acres of certain real property; providing for severability; providing for conflicts; and providing for an effective date.
- h. **Application PRZ24-0002:** Application for Master Planned Development District (MPD)  
**Parcel ID No.:** Multiple parcels +/- 899 acres  
**Zoning District:** Existing Planned Unit Development (PUD), Unincorporated Flagler County  
**Proposed Zoning District:** Master Planned Development District (MPD), City of Flagler Beach  
**Owner:** Palm Coast Intracoastal, LLC, Veranda Bay Investments, LLC, Highway 100 Commercial, LLC  
**Applicant:** Palm Coast Intracoastal, LLC, Veranda Bay Investments, LLC, Highway 100 Commercial, LLC  
**Representative:** Michael D. Chiumento III, Esq., Chiumento Law
- i. **Ordinance 2024-18:** An Ordinance of the City Commission of the City of Flagler Beach, Florida, amending the Official Zoning Map designation for approximately 899.09 acres of certain real property; providing for severability; providing for conflicts; and providing for an effective date.

8. **Other Business**

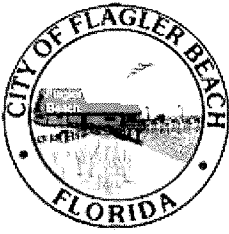
9. **City Planner Report**

10. **Board Comments**

11. **Adjournment**

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

meeting. The City Commission reserves the right to request that all written material be on file with the City Clerk when the agenda item is submitted.



**City of Flagler Beach**

Section 7, Item b.

**Planning & Zoning Department**  
**P.O. Box 70 \* 800 S Daytona Ave.**  
**Flagler Beach, FL 32136**  
[www.cityofflaglerbeach.com](http://www.cityofflaglerbeach.com)

August 30, 2024

To: Planning and Architectural Review Board (PARB)  
From: Lupita McClenning, City Planner  
Re: Conceptual Site Plan  
Ocean Palms Golf Club, LLC  
Date: August 30, 2024

---

Applicant: Jeff Ryan  
12 Bishop Lane  
Palm Coast, FL 32137

Owner: City of Flagler Beach  
PO Box 70  
Flagler Beach, FL 32136

Parcel ID: 29-12-32-0000-01010-0000 &  
29-12-32-0000-01010-0010

Parcel Size: +/- 42.93 Acres

Project Address: 3600 S. Central Av  
Flagler Beach, FL 32136

Current Zoning: Recreation (REC) and  
Medium Density Residential (MDR)

Future Land Use: Recreation (REC) and  
Medium Density Residential (MDR)

Clubhouse Gross Area: 30,000 SQ FT

Floor Area: 15,000 SQ FT

Uses: Golf Shop, Clubhouse, and Restaurant

D-17

**Project Summary:**

The project proposes an expansion of the existing parking lot, construction of a new clubhouse, and re-grading the existing golf course.

**Conceptual Site Plan**

In accordance with 8.05.02.2 (c) a major site plan is required for new non-residential structures, the clubhouse and parking.

A pre-application meeting was conducted with the applicant’s engineering firm, McKim and Creed of Tampa, FL. Proof of ownership and statement of intent was completed by the applicant.

The conceptual site plan submitted includes the required cover sheet with project title and location, and general site plan information for the applicable elements including the overall building square footage, its location and parking calculations.

The site plan sheet includes the required property dimensions, legal description, total gross acreage, zoning district and adjacent property.

Additionally, the location of the existing and proposed stormwater management system, proposed practice putting greens, and proposed putting tee and tee boxes are identified on the conceptual site plan along with adjacent property within fifty (50) feet perpendicular to property lines are noted.

The conceptual site plan has the location of existing trees, and the proposed landscape area.

The total site area is +/- 42.93 acres.  
42.39 \* 43,560 SQ FT = 1,846,508.4 SQ FT.

**Impervious and Pervious Area**

The impervious area proposed is:

Ponds:	5.97 acres
Clubhouse and Parking:	1.48 acres
Total Impervious:	7.45 acres

7.45 \* 43,560 SQ FT = 324,522 SQ FT

**18% Impervious Area**

The pervious area proposed is 35.48 Acres  
35.48 \* 43,560 SQ FT = 1,545,509 SQ FT

**84% Pervious Area**

**Clubhouse**

The Clubhouse floor area is proposed to be 15,000 SQ FT with a building height of 30 feet.

D-18

**Required Parking**

Section 2.06.02 1. Off Street parking

The driving range shall have one space/tee (12) plus required parking for other uses on the site.

The golf course shall have six (6) spaces per hole (18) plus required parking for other uses on the site. 108

Restaurant:	34 spaces
Golf Course:	72 spaces
Driving Range:	20 spaces
Total	126 spaces

**Proposed Parking**

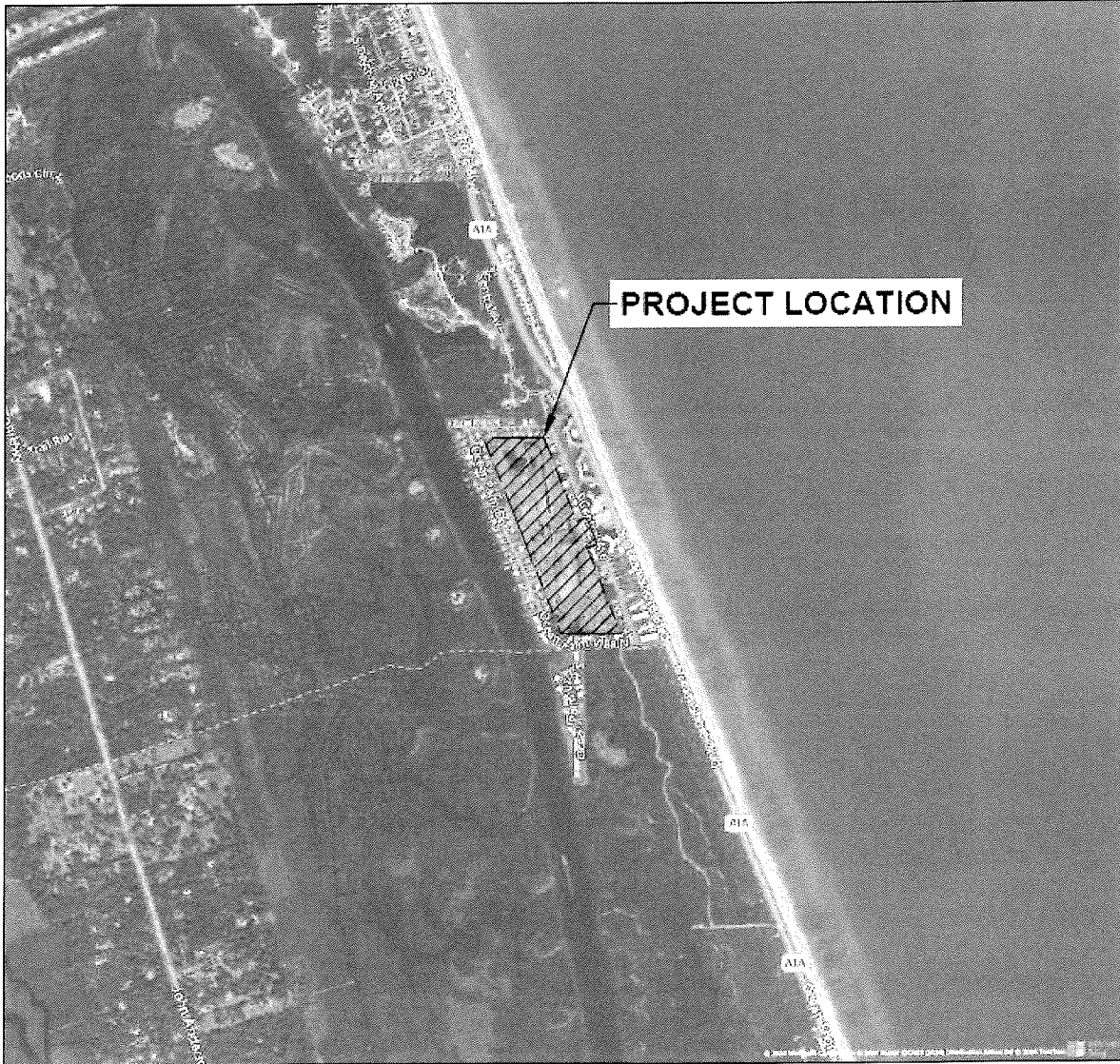
Regular spaces:	90 spaces
ADA spaces:	4 spaces
Golf cart spaces	23 spaces
Total	126 spaces

Total Parking Provided: 117 spaces

In accordance with the land development code, operators of buildings of the same uses requiring off-street parking facilities may take collective provision for such facilities, provided that the total of such parking spaces when combined or used together shall not be less than the sum of the requirements computed separately

**Recommendation:**

The proposed project and concept plan meets the intent prescribed in the land development code and meets the goals, objectives and policies of the Comprehensive Plan as noted in Goal A-1 that the City maintain and improve the quantity and quality of life services available to the residents of the City both present and future.



**Attachments:**

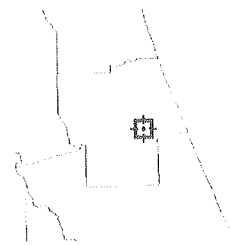
- Aerial Map
- Zoning Layer
- FLUM Layer
- Application
- Building Elevation Memo
- Parking Requirement Memo
- Site Plan
- Survey

D-20

# FLAGLER COUNTY PROPERTY APPRAISER



Overview



Legend

- Parcels
- Roads
- Streams and Rivers

Parcel ID	29-12-32-0000-01010-0000	Owner	CITY OF FLAGLER BEACH	Land Value	\$8,498	Last 2 Sales			
Prop ID	85653		105 S 2ND STREET	Ag Land	\$0	Date	Price	Reason	Qual
Class Code	MUNICIPAL		FLAGLER BEACH, FL	Value		4/8/2013	\$490000	I	U
Taxing	21		32136	Building	\$95,132	3/1/1999	\$1800000	I	U
District		Physical	3600 S CENTRAL AVE	Value					
GIS sqft	1,478,332.355	Address		Misc Value	\$67,886				
				Just Value	\$171,516				
				Assessed	\$170,852				
				Value					
				Exempt	\$0				
				Value					
				Taxable	\$170,852				
				Value					

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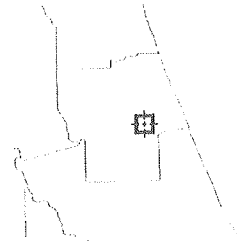
Developed by Schneider GEOSPATIAL

D-21

# FLAGLER COUNTY PROPERTY APPRAISER



Overview



Legend

- Parcels
- Roads
- Streams and Rivers

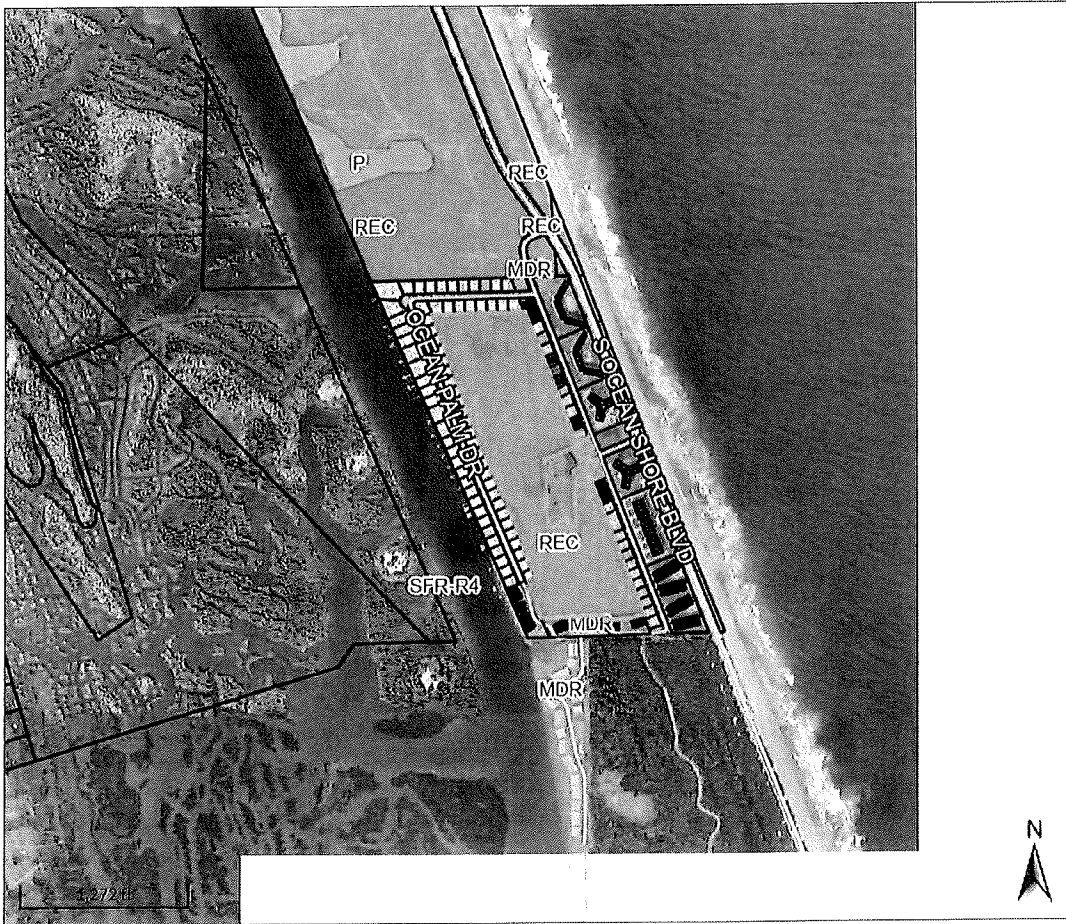
Parcel ID	29-12-32-0000-01010-0010	Owner	CITY OF FLAGLER BEACH	Land Value	\$378,000	Last 2 Sales			
Prop ID	85654		P O BOX 70	Ag Land Value	\$0	Date	Price	Reason	Qual
Class Code	MUNICIPAL		FLAGLER BEACH, FL	Building Value	\$0	3/8/2022	\$459000	I	U
Taxing District	21		32136	Misc Value	\$1,481	3/4/2022	\$399900	I	Q
GIS sqft	128,161.147	Physical Address	n/a	Just Value	\$379,481				
				Assessed Value	\$379,481				
				Exempt Value	\$0				
				Taxable Value	\$379,481				

Date created: 8/27/2024  
 Last Data Uploaded: 8/27/2024 8:18:46 AM

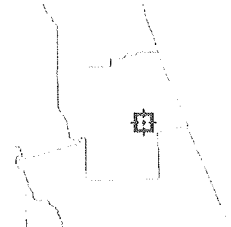
Developed by  Schneider GEOSPATIAL

D-22

# FLAGLER COUNTY PROPERTY APPRAISER



## Overview



## Legend

- Parcels
- Roads
- Streams and Rivers
- Flagler Beach Zoning
  - C- CONSERVATION
  - CLOSED STREETS
  - GC- GENERAL COMMERCIAL
  - HIGHWAY COMMERCIAL
  - LDR- LOW DENSITY
  - LI- LIGHT INDUSTRIAL
  - MDR- MEDIUM DENSITY RESIDENTIAL
  - MIRROR LAKE WATERSHED DISTRICT (R1)
  - P- PRESERVATION
  - PUD- PLANNED UNIT DEVELOPMENT
  - R- RESERVED
  - REC- RECREATION
  - REC/PUD- RECREATION/PUD
  - SFR- SINGLE FAMILY RESIDENTIAL (R1)
  - SFR- SINGLE FAMILY RESIDENTIAL (R4)
  - TC- TOURIST COMMERCIAL

D-23

Parcel ID	29-12-32-0000-01010-0000	Owner	CITY OF FLAGLER BEACH	Land Value	\$8,498	Last 2 Sales			
Prop ID	85653		105 S 2ND STREET	Ag Land Value	\$0	Date	Price	Reason	Qual
Class Code	MUNICIPAL		FLAGLER BEACH, FL 32136	Building Value	\$95,132	4/8/2013	\$490000	I	U
Taxing	21			Misc Value		3/1/1999	\$1800000	I	U
District		Physical Address	3600 S CENTRAL AVE	Just Value	\$67,886				
GIS sqft	1,478,332.355			Assessed Value	\$171,516				
				Exempt Value	\$0				
				Taxable Value	\$170,852				

Date created: 8/27/2024  
Last Data Uploaded: 8/27/2024 8:18:46 AM

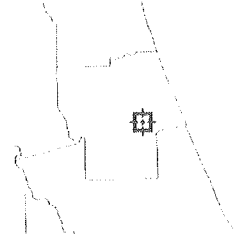
Developed by  Schneider  
GEOSPATIAL

D-24

# FLAGLER COUNTY PROPERTY APPRAISER



## Overview



## Legend

- Parcels
- Roads
- Streams and Rivers
- Flagler Beach Zoning**
- C- CONSERVATION
- CLOSED STREETS
- GC- GENERAL COMMERCIAL
- HIGHWAY COMMERCIAL
- LDR- LOW DENSITY
- LI- LIGHT INDUSTRIAL
- MDR- MEDIUM DENSITY RESIDENTIAL
- MIRROR LAKE WATERSHED DISTRICT (R1)
- P- PRESERVATION
- PUD- PLANNED UNIT DEVELOPMENT
- R- RESERVED
- REC- RECREATION
- REC/PUD- RECEPTION/PUD
- SFR- SINGLE FAMILY RESIDENTIAL (R1)
- SFR- SINGLE FAMILY RESIDENTIAL (R4)
- TC- TOURIST COMMERCIAL

D-25

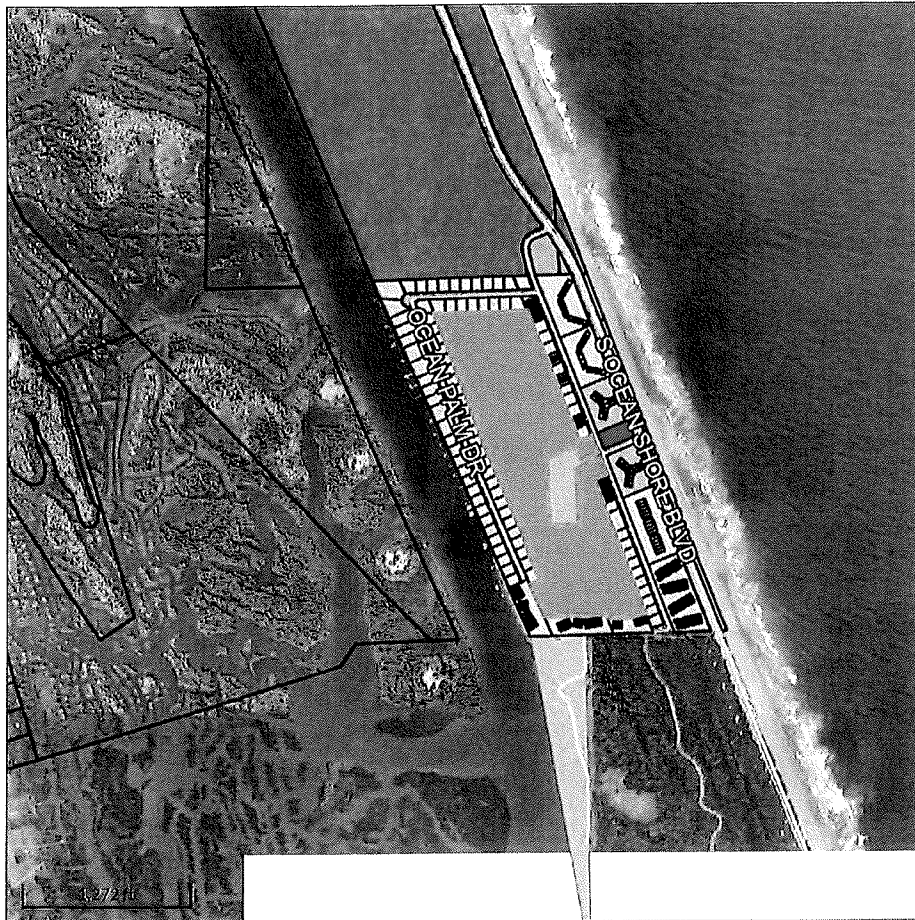
Parcel ID	29-12-32-0000-01010-0010	Owner	CITY OF FLAGLER BEACH	Land Value	\$378,000	Last 2 Sales			
Prop ID	85654		P O BOX 70	Ag Land Value	\$0	Date	Price	Reason	Qual
Class Code	MUNICIPAL		FLAGLER BEACH, FL	Building Value	\$0	3/8/2022	\$459000	I	U
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District		Physical Address	n/a	Just Value	\$379,481				
GIS sqft	128,161.147			Assessed Value	\$379,481				
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				Taxable Value	\$379,481				

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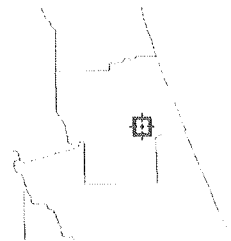
Developed by  Schneider  
 GEOSPATIAL

D-26

# FLAGLER COUNTY PROPERTY APPRAISER



### Overview



### Legend

- Parcels
- Roads
- Streams and Rivers
- Flagler Beach FLUM**
  - Commercial
  - Golf Course
  - High Density
  - Low Density
  - Medium Density
  - Mixed Use Overlay
  - Mobile Home Park
  - Other Public Facilities
  - Park
  - Public Buildings & Grounds
  - Salt Water Marsh
  - Spoil Area
  - Undefined

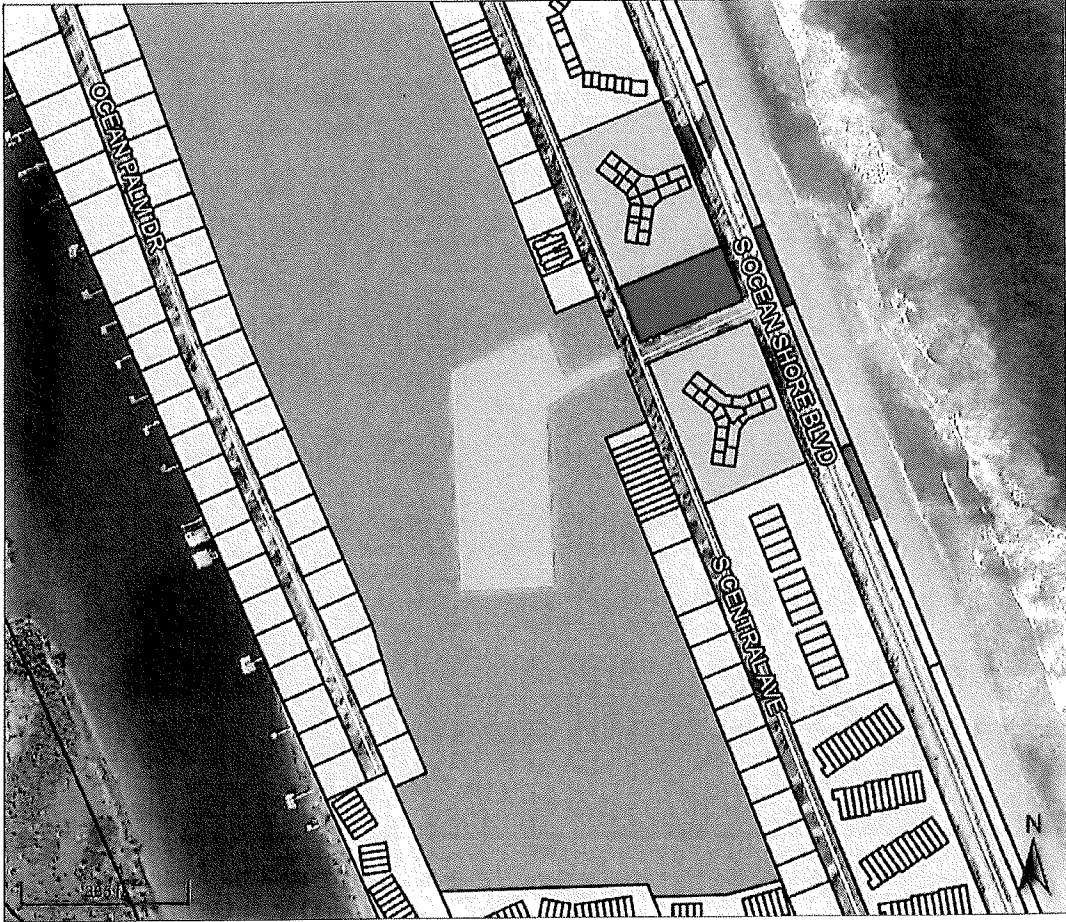
Parcel ID	29-12-32-0000-01010-0000	Owner	CITY OF FLAGLER BEACH	Land Value	\$8,498	Last 2 Sales			
Prop ID	85653		105 S 2ND STREET	Ag Land Value	\$0	Date	Price	Reason	Qual
Class Code	MUNICIPAL		FLAGLER BEACH, FL	Building Value	\$95,132	4/8/2013	\$490000	I	U
Taxing	21		32136	Misc Value	\$67,886	3/1/1999	\$1800000	I	U
District		Physical Address	3600 S CENTRAL AVE	Just Value	\$171,516				
GIS sqft	1,478,332.355			Assessed Value	\$170,852				
				Exempt Value	\$0				
				Taxable Value	\$170,852				

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 Last Data Uploaded: 8/27/2024 8:18:46 AM

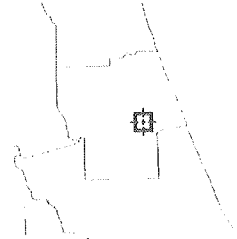
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D-27

# FLAGLER COUNTY PROPERTY APPRAISER



Overview



Legend

- Parcels
- Roads
- Streams and Rivers
- Flagler Beach FLUM**
  - Commercial
  - Golf Course
  - High Density
  - Low Density
  - Medium Density
  - Mixed Use Overlay
  - Mobile Home Park
  - Other Public Facilities
  - Park
  - Public Buildings & Grounds
  - Salt Water Marsh
  - Spoil Area
  - Undefined

Parcel ID	29-12-32-0000-01010-0010	Owner	CITY OF FLAGLER BEACH	Land Value	\$378,000	Last 2 Sales			
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				Exempt Value	\$0				
				Taxable Value	\$379,481				

Date created: 8/27/2024  
 Last Data Uploaded: 8/27/2024 8:18:46 AM

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D-28



# APPLICATION CONCEPTUAL SITE DEVELOPMENT PLAN

Building and Planning Dept.  
PO Box 70 – 700 South Daytona Ave.  
Flagler Beach, Florida 32136  
Phone (386) 517-2000 Fax (386) 517-2016

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## TABLE OF CONTENTS

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Conceptual Site Plan Application	2
Owner Authorization	3
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Existing Conditions	6 - 7
Checklist	7 - 9

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# APPLICATION CONCEPTUAL SITE DEVELOPMENT PLAN

## SITE PLAN REVIEW SUBMITTAL REQUIREMENTS

Note:

- A Pre-submittal meeting is required with City Staff.
- Application for Site Plan requires appointment with City Planner prior to meeting cut off date. Please call (386) 517-2000 ext. 231
- Application will **not** be accepted unless all required documents are submitted and complete.

Required Documents:

- Conceptual Site Development Plan Application
- Ten (10) sets of required documents (11"x17").
- Application Fee - \$150.00 (*payable to the City of Flagler Beach*)
- Warranty Deed
- Survey
- Surrounding Land Use
- Location Map
- Site Development Plan
- Building Elevations

CSP#: \_\_\_\_\_ DATE FILED: \_\_\_\_\_

D-30

PROJECT TITLE:  
Ocean Palm Golf Course Renovation

ADDRESS: 3600 S. Central Ave., Flagler Beach, FL 32136

Subdivision: \_\_\_\_\_ Block: \_\_\_\_\_ Lot(s): \_\_\_\_\_

TAX PARCEL NUMBER(S): 29-12-32-0000-01010-0000 & 29-12-32-0000-01010-0010

ZONING DISTRICT: REC (Recreation) & MDR ( Medium Density Residential )

**OWNER INFORMATION:**

OWNERS NAME: City of Flagler Beach (Dale Martin, City Manager)

ADDRESS: PO Box 70, Flagler Beach, FL 32136

PHONE NUMBER: (386) 517-2000, Ext. 222 FAX NUMBER: (386) 517-2008

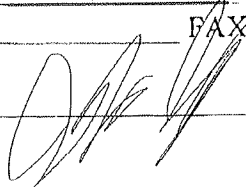
SIGNATURE OF OWNER: 

**APPLICANTS INFORMATION:**

APPLICANTS NAME (IF OTHER THAN OWNER): Jeff Ryan jeff ryan

ADDRESS: 12 Bishop Lane, Palm Coast, FL 32137

PHONE NUMBER: (305)393-3420 FAX NUMBER: \_\_\_\_\_

SIGNATURE OF APPLICANT: 

**REPRESENTATIVE:**

NAME: Regina Brachna, EI

ADDRESS: 3903 Northdale Blvd., Suite 115E, Tampa, FL 33624

PHONE NUMBER: (813) 549-3740 FAX NUMBER: \_\_\_\_\_

SIGNATURE OF REPRESENTATIVE: 

D-31

### PROPERTY OWNER AUTHORIZATION

FOR USE WHEN APPLICANT IS NOT THE OWNER OF SUBJECT PROPERTY:

Property Address: 3600 S. Central Ave.  
Flagler Beach, FL 32136

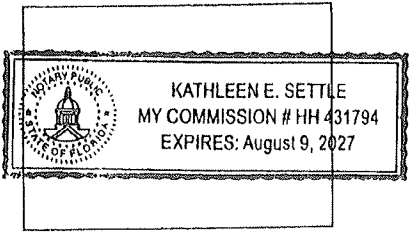
Parcel ID: 29-12-32-0000-01010-0000 & 29-12-32-0000-01010-0010

This is to certify that I am the owner of the subject property described above and that I authorize: (PRINT NAME) Dale Martin (City of Flagler Beach Manager) to make and file the aforesaid application for site plan review.

OWNER'S SIGNATURE: *Dale Martin*  
PRINT OWNER'S NAME: Dale Martin

Sworn to and subscribed before me this 31st day of July, 2024.  
Personally known to me or produced identification: \_\_\_\_\_ (type)

Notary Public: *Kathleen E. Settle* My commission expires: 8/9/2027.



Notary Seal

D-32

*General Information*

CONCEPTUAL SITE DEVELOPMENT PLAN APPLICATION

A. Pre-Submittal Meeting:

It is required that the applicant meet with City Staff prior to electing to submit a Conceptual Development Plan application. Staff will meet with the applicant to discuss any questions regarding plan proposals, City processes, fees, and requirements listed on the Conceptual Development Plan Application Checklist.

B. Application Submittal:

*Once the application is submitted, City Staff will review the application for completeness. Unless otherwise determined, all items on the checklist must be completed prior to scheduling a Planning and Architectural Review Board hearing date.*

C. Application Hearing Process

Once any issue related to the application have been resolved and the application is deemed acceptable by City Staff, the application will be scheduled for the next timetabled Planning and Architectural Review Board (PARB) meeting.

The PARB is an advisory board that reports directly to the City Commission. The Board is comprised of City of Flagler Beach residents appointed by the City Commission. The Board's responsibility and authority as it relates to the Conceptual Site Development Plan application is as follows:

Purpose –

1. To provide comments and concerns related to all aspects of the proposed development within the context of compliance with the adopted requirements and development standards outlined in the Land Development Code.
2. To facilitate the Final Site Plan approval process should the applicant elect to proceed.

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PRINT OR TYPE INFORMATION

- A. Provide a detailed description of the proposed project:  
The proposed project will consist of an expansion of the existing parking lot, construction of a new clubhouse, and regrading of the existing Ocean Palm Golf Course.
  
- B. Provide the lot size (parcel) and square footage of all building(s):  
Parcel Size: 39.99 AC & 2.94 AC  
Building: 15,000 SF (30,000SF Gross Floor Area)
  
- C. Provide the size, height and proposed use of each building:  
Size: 15,000 SF (30,000SF Gross Floor Area)  
Height: Slight pitched roof 30 ft peak 28 ft mean. Sides at 26 ft approx.  
Proposed Use: Golf Shop, Clubhouse, & Restaurant
  
- D. Provide a detailed description of the following:  
 Exterior finish and color: TBD  
 Roof material and color: TBD
  
- E. Indicate the project floor area ratio or lot coverage (if applicable):  
Clubhouse: 30,000 SF GFA = 0.69 AC / 42.93 AC = .016
  
- F. Provide the total number of:  
 Required on-site parking spaces: 92(See attached Parking Statement)  
 Proposed on-site parking spaces: 90 Regular & 23 Golf Cart = 113  
 Required on-site Handicapped parking spaces: 4  
 Proposed on-site Handicapped Parking spaces: 4
  
- G. Any off-site parking spaces proposed? If yes, describe number, location, and distance from proposed project location:  
N/A
  
- H. Will project be accomplished in phases? If Yes, describe phasing plans and timeframe:  
N/A
  
- I. Describe the nature of any tree and native vegetation removal, if applicable:  
The site has palm trees and the invasive Brazilian pepper tree. If there is to be removal, it will be one of those two species.

D-34

J. If a Commercial use, describe the operational characteristics of the development (proposed hours of operation, any unique characteristics of the proposed use. The operational characteristics of the site are maintaining what is existing out there. The golf course will be operational during daylight hours.

K. Provide other pertinent information regarding the proposed development:

*EXISTING CONDITIONS*

A. Describe all previous uses or activities on the site:  
This site is currently used an executive golf course with a clubhouse and restaurant.

B. Describe all existing structures on the site in terms of their use, construction type, height, density, and size:  
The existing structures on site are the clubhouse and golf cart maintenance shed.

C. Describe the project site as it presently exists before the project in terms of:

o Site topography:  
The site is relatively flat. See attached survey.

o Plant life (existing trees, vegetative cover):  
Palm Trees and Brazilian Pepper Trees

o Soil conditions:  
The site is very sandy and contain hydrologic soil group A.

D-35

- o Historic or cultural resources (if applicable):

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

D. Describe the land use and zoning of surrounding properties within 200 feet of project location:

North:  
 SFR - Single Family Residential (R4)

South:  
 MDR - Medium Density Residential

East:  
 SFR- Single Family Residential (R1) & MDR - Medium Density Residential

West:  
 SFR - Single Family Residential (R4) & MDR - Medium Density Residential

-----APPLICATION CHECKLIST-----

**Note:** All plans submitted with the application must be folded and stapled to standard notebook size.

1. SURVEY

The survey shall be based on current title work and shall be reflected as such on the survey. The following information is required:

- Boundary survey

**NOTE:** ALL SITE PLAN RELATED DOCUMENTS TO BE SUBMITTED ON PLAN SHEETS NO LARGER THAN 11"X17".

3. LOCATION MAP

4. SITE PLAN

**Note:** Drawn to a regular engineering scale (i.e. 1 inch = 10 feet, 1 inch = 20 feet, but no larger than 1 inch = 40 feet) and plotted on a sheet no larger than 24 by 36 inches in size.

- Parcel boundaries and dimensions.

D-36

- Title Block:
  1. Development's name
  2. Site address
  3. Scale
  4. North arrow
  5. Legend
  6. Name and address of the Developer and plan(s) designer.
  7. Date

Building footprint(s).

Dimensions - all proposed improvements.

- Street improvements (if applicable)
- Adjacent rights of ways and street names.
- Pedestrian Facilities.
- Driveways - points of access.
- Parking lots, including circulation patterns.
- Walls, fences and retaining walls, including height and materials
- Trash/Dumpster location, including screening material(s) and height.
- Drainage structures (if applicable).
- Minimum setback lines.
- Dimensions between building(s) and all perimeter uses.
- Open space and parks (if applicable).
- Phase lines (if applicable).
- Site Plan Summary to include, but not limited to:
  - Total site area
  - Pervious/impervious land coverage
  - Required vs. proposed parking spaces

5. **BUILDING ELEVATIONS**

Building elevations must be drawn for all sides of the building to an architectural scale (1/4 inch = 1 foot is preferred).

- The height of the building is measured from grade to the top of the roof for a flat roof, or from grade to the mean height between the eave and the ridge for pitched roofs.
- Elevations for all sides of structures as they will appear upon completion.
- Building materials and finishes for all exterior surfaces, including roofs.
- Color of all exterior surfaces, including roofs.

6. **PRELIMINARY LANDSCAPE PLAN (OPTIONAL))**

- Proposed landscape program.
- Walls, fences, screening materials (characteristics)
- Buffer areas and specific landscape treatment.
- landscape treatment (if applicable) -- e.g. dumpsters, transformer vaults, lift stations, etc.

9. **PRELIMINARY SIGNAGE PLAN (OPTIONAL)**

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Sign type, location, characteristics of existing/proposed.

10. OTHER DESIGN FEATURES (IF APPLICABLE)

- Awnings (material, design and color).
- Address, directory signs.
- Hardscape features (e.g. pavement, walkway treatment, etc.)
- Other \_\_\_\_\_

D-38



3903 Northdale Blvd., Ste. 115E, Tampa, FL 33624

Tel (813) 549-3740 • Fax (813) 549-3744

<b>To:</b>	<b>City of Flagler Beach</b>
<b>From:</b>	Regina Brachna, EI
<b>Date:</b>	August 2, 2024
<b>Subject:</b>	Building Elevation Statement
<b>McKim &amp; Creed #:</b>	099070001

The client is in the process of developing a building with a slightly pitched roof, featuring a peak height of 30 feet and a mean height of 28 feet. The building will be constructed from a prefabricated steel structure with elevations of approximately 28 feet on all sides.

While the final finishes and roofing materials are yet to be determined, they will adhere to all applicable code standards and aesthetic requirements. At this stage, we seek guidance from the city on design approach to ensure the building complies with existing regulations.



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3903 Northdale Blvd., Ste. 115E, Tampa, FL 33624

Tel (813) 549-3740 • Fax (813) 549-3744

<b>To:</b>	<b>City of Flagler Beach</b>
<b>From:</b>	Regina Brachna, EI
<b>Date:</b>	August 2, 2024
<b>Subject:</b>	Ocean Palm Parking Requirement Statement
<b>McKim &amp; Creed #:</b>	099070001

Following the pre-application meeting with the City of Flagler Beach on June 27, 2024, the parking constraints for the site were discussed. It was noted in the meeting that the city was amenable to overlapping use of parking spots for the various types of uses proposed for the project site. This flexibility will optimize the utilization of available parking spaces, which is a critical factor for the success of the project.

1. Golf Course

- a. Current requirement: 6 spaces/hole x 12 holes =72 spaces
- b. Proposed: This is a Par 3 Golf Course (Par 3 holes are the shortest and give players three shots to make par) with a maximum of 4 players per hole. A reduction to 4 parking spots per hole was discussed.
  - i. 4 spaces/hole x 12 holes =48 spaces provided

2. Driving Range

- a. Current requirement: 1 space per tee x 20 Tees =20 spaces
- b. Proposed: The driving range will primarily serve the golf course clientele. The city discussed allowing the shared use of parking between the golf course and the driving range, reducing the need for additional parking spaces.
  - i. 8 spaces provided



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3. Restaurant

- a. Current Requirement: One space per one hundred fifty sq. ft. total floor area or one per three fixed seats or as established by the standards of the Florida Building Code whichever is greater.
  - i. For a 5,000 square-foot restaurant:  $5,000 \text{ SF} / 150 \text{ SF} = 33.3$  spaces
- b. Proposed: The city discussed dual usage of parking for both the restaurant and the golf course, given that restaurant peak hours will generally coincide with non-operating hours of the golf course.
  - i. 34 parking spaces provided

4. Parking Bay Size

- a. Current Requirement: 9'x20' parking spaces
- b. Proposed: The city discussed allowing a reduction to the standard 9' x 18' parking spaces.

5. Golf Cart Parking

- a. The City of Flagler Beach is considered a golf cart friendly community. Parking for golf carts is proposed to help offset the standard parking requirements.

In summary, the current requirement would necessitate approximately 126 parking spaces. After discussing with the city, the proposal includes 90 standard parking spaces, 23 golf cart parking spaces, and 4 handicapped parking spaces totaling 117 parking spaces.

Should you have any additional questions or need further clarification regarding these approvals, please feel free to contact me.

# OCEAN PALM GOLF CLUB, LLC

## OCEAN PALM GOLF CLUB RENOVATION PROJECT

### FLAGLER BEACH, FL 32136

#### CONCEPTUAL SITE PLAN

**CLIENT:**  
OCEAN PALMS GOLF CLUB, LLC  
3600 S. CENTRAL AVENUE  
FLAGLER BEACH, FL 32136  
P: 386-439-2477  
WWW.OCEANPALMGOLF.COM

**CIVIL ENGINEER:**  
MCKIM & CREED, INC.  
ATTN: COLIN MILLER, PE, PMP  
3900 NORTON DRIVE, SUITE 115E  
TAMPA, FL 33624  
P: 813-549-3740  
WWW.MCKIMCREED.COM

**SURVEYOR:**  
MCKIM & CREED, INC.  
ATTN: JAMIE LEVINER, PSM  
P: 321-233-9840

**PROJECT DATA:**  
SECTION/TOWNSHIP/RANGE:  
S29T2SR32E & S30T2SR32E  
29-12-32-0000-01010-0000 &  
29-12-32-0000-01010-0010  
PARCEL SIZE:  
33.99 AC & 2.94 AC  
PROJECT ADDR:  
3600 SOUTH CENTRAL AVENUE  
FLAGLER BEACH, FL 32136  
PROJECT SIZE:  
127,000 SQ FT (MEDIUM DENSITY  
RESIDENTIAL) & MDR (MEDIUM DENSITY  
REC (RECREATION) & MDR (MEDIUM DENSITY  
RESIDENTIAL)  
VERT. DATUM:  
NAVD + 1.082 = NGVD

**CLUBHOUSE:**  
30,000 SF  
15,000 SF  
TOTAL AREA  
GOLF SHOP, CLUBHOUSE, AND RESTAURANT  
USES:

**PROJECT TEAM:**



**2 LOCATION MAP**  
1" = 0.25 MILE

**3 LEGAL DESCRIPTION**

PT OF SEC 29 & 30-12-32 OR 18 PG 261 EXCEPT OCEAN PALM SUBD. OCEAN PALM VILLAS  
PARCELS 11 & 12 OR 11 PG 271 OR 114 PG 309 OR 189 PG 393 (EXC. 169397)  
OR 189 PG 400 OR 649689 OR 1936854

PARCEL NO. 29-12-32-0000-01010-0010:

2.942 AC PT SECS 29 & 30-12-32 2GN NW CRNR PALM HAVEN SUBD BEING ON W RW S  
CENTRAL AVE. N 21.4808W ALONG RW 130' TO POB- DEPART RW S 68.1152W 86. S 5  
9.0859W 109.23' S 02.2938E 400'. S 87.3021W 220'. N 68.1152E 240.09'S  
21.4808E 105.22'. N 68.1152E 130' TO WLY RW S CENTRAL AVE. S 21.4808E ALONG RW 40' TO  
POB OR 649 PG 906 OR 790 PG 1119 OR 815 PG 585-CD OR 815/897-CD OR 2378/16' 10

**MCKIM & CREED**  
3900 Norton Drive, Suite 115E  
Tampa, FL 33624  
www.mckimcreed.com

**OCEAN PALM**  
3600 S. CENTRAL AVE.  
FLAGLER BEACH, FL  
32136

**4 SHEET INDEX**

Sheet Number	Sheet Title
C1.0	COVER SHEET
G01	GENERAL NOTES
G02	EXISTING CONDITIONS
G03	DEMOLITION
G04	SITE PLAN (1)
G05	SITE PLAN (2)
G06	SITE PLAN (3)
G07	SITE PLAN (4)
G08	SITE PLAN (5)
G09	SITE PLAN (6)
G10	GRADING AND DRAINAGE PLAN (1)
G11	GRADING AND DRAINAGE PLAN (2)
G12	GRADING AND DRAINAGE PLAN (3)
G13	GRADING AND DRAINAGE PLAN (4)
G14	GRADING AND DRAINAGE PLAN (5)
G15	GRADING AND DRAINAGE PLAN (6)
G16	UTILITY PLAN (1)
G17	UTILITY PLAN (2)
G18	UTILITY PLAN (3)
G19	UTILITY PLAN (4)
G20	UTILITY PLAN (5)
G21	UTILITY PLAN (6)
G22	EROSION CONTROL PLAN (1)
G23	EROSION CONTROL PLAN (2)
G24	EROSION CONTROL PLAN (3)
G25	EROSION CONTROL PLAN (4)
G26	EROSION CONTROL PLAN (5)
G27	EROSION CONTROL PLAN (6)
G28	PAVING DETAILS
G29	PAVING DETAILS
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G99	PAVING DETAILS
G100	PAVING DETAILS

**811**  
Know what's below.  
Call before you dig.

**C1.0**  
SCALE: HORIZONTAL: 1"=40'-0" VERTICAL: 1"=4'-0"  
DATE: 08/20/24  
PROJECT: OCEAN PALM GOLF CLUB RENOVATION  
DRAWN BY: JAMIE LEVINER  
CHECKED BY: COLIN MILLER  
DATE: 08/20/24  
SCALE: 1"=40'-0" HORIZONTAL, 1"=4'-0" VERTICAL  
REVIEW DRAWINGS ONLY  
NOT FOR CONSTRUCTION

**3 SHEET INDEX**

**OCEAN PALM GOLF CLUB RENOVATION**

**COVER SHEET**

D-42





**LEGEND**

- EXISTING ROW LINE
- EXISTING PARCEL LINE
- EXISTING PROJECT BOUNDARY
- EXISTING STORMWATER MANAGEMENT SYSTEM TUB
- EXISTING STORMWATER MANAGEMENT SYSTEM TUB
- PROPOSED STORMWATER MANAGEMENT SYSTEM TUB
- PROPOSED STORMWATER MANAGEMENT SYSTEM TUB
- PROPOSED TREE MARKS AND PUTTING GREENS
- EXISTING TREES
- EXISTING INDIVIDUAL TREE

DATE:	8/7/2024	SCALE:	HORIZONTAL: 1"=30'	VERTICAL: N/A
DESIGNER:	MCKIM & CREED	PROJECT:	OCEAN PALM GOLF CLUB RENOVATION	REVISION:
DRAWN:		DATE:		NO.
CHECKED:		BY:		
IN CHARGE:		DATE:		

**C3.1**

**OCEAN PALM GOLF CLUB RENOVATION**

**SITE PLAN (2)**

**OCEAN PALM**

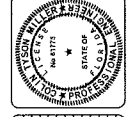
3600 S CENTRAL AVE  
FLAGLER BEACH, FL 32136

**MCKIM & CREED**

3000 Northgate Blvd, Suite 115E  
Tampa, FL 33604  
(813) 949-0248  
www.mckimandcreed.com

**COLIN TYSON MILLER, State of Florida Professional Engineer**

This seal was issued to COLIN TYSON MILLER on the date indicated here. Any use of this seal in violation of the provisions of the Florida Statutes is prohibited.

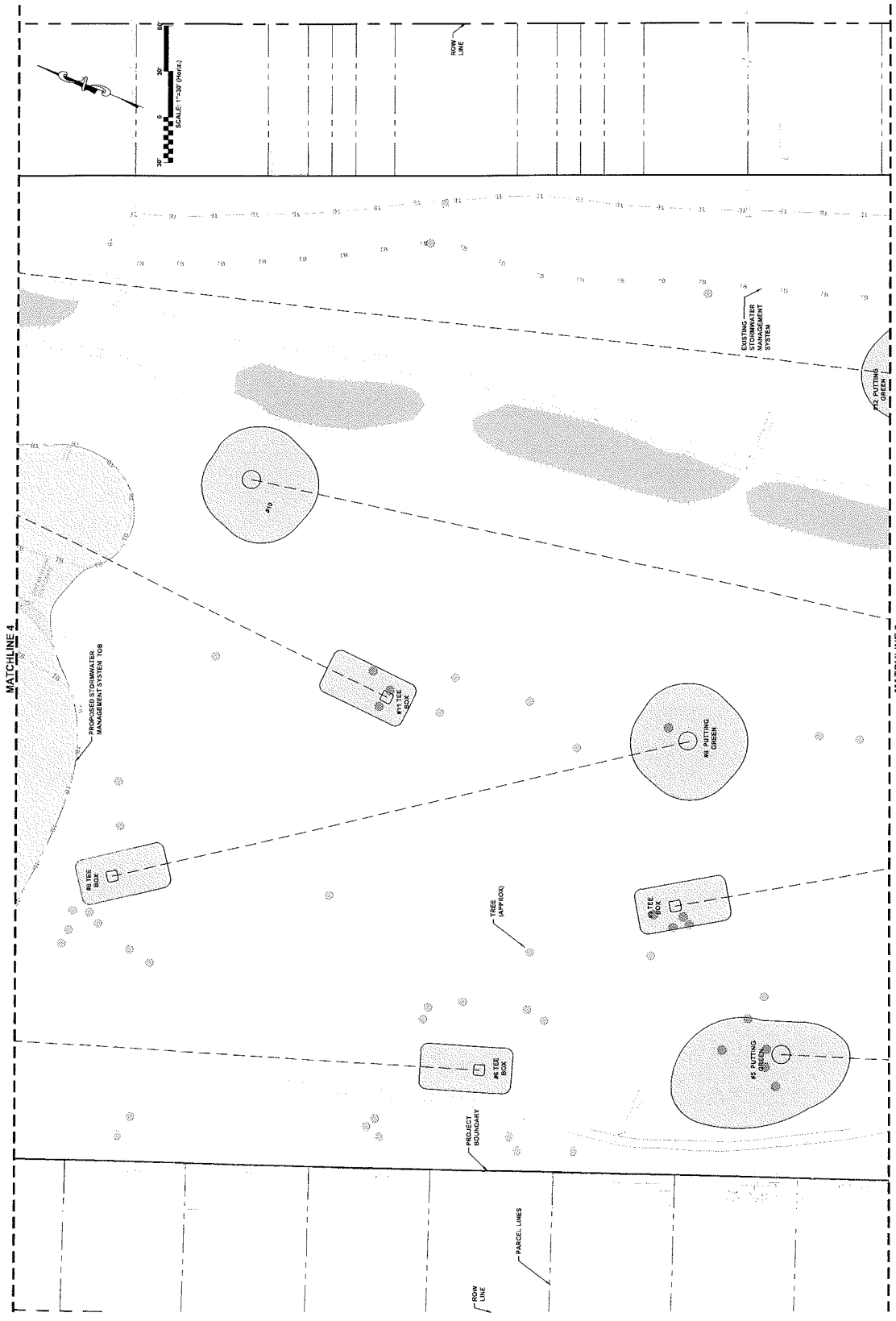


NO.	DATE	DESCRIPTION

D-44







**LEGEND**

- EXISTING ROW LINE
- EXISTING PARCEL LINE
- EXISTING STORMWATER MANAGEMENT SYSTEM
- EXISTING STORMWATER MANAGEMENT SYSTEM TOE
- PROPOSED PRACTICE PUTTING GREENS
- PROPOSED STORMWATER MANAGEMENT SYSTEM
- PROPOSED TEE BOXES AND PUTTING GREENS
- EXISTING TREES
- EXISTING INDIVIDUAL TREE

DATE:	APPROVED DATE:	SCALE:	C3.4
SCALE:	DATE:	HORIZONTAL:	A
DATE:	DATE:	VERTICAL:	
DATE:	DATE:	DATE:	
DATE:	DATE:	DATE:	

**OCEAN PALM GOLF CLUB RENOVATION**

**SITE PLAN (5)**

**OCEAN PALM**

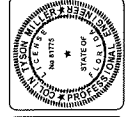
3800 S. CENTRAL AVE  
FLAGLER BEACH, FL  
32136

**MCKIM & CREED**

3903 Homestead Blvd, Suite 115E  
Palm Beach, FL 33410  
Phone: (561) 845-7100  
Fax: (561) 845-7100  
www.mckimcreed.com

**COLIN TIGON WALKER, State of Florida Professional Engineer No. 9775**

This plan has been prepared by COLIN TIGON WALKER on the date indicated herein, and I am a duly licensed professional engineer in the State of Florida.



NO.	DATE	DESCRIPTION

D-47







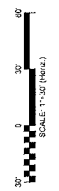
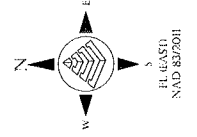


DATE	REVISION

**MCKIM & CREED**  
 224 N. W. 10th Street, Suite 200  
 Ft. Lauderdale, FL 33304  
 Phone: (954) 576-2417 / Fax: (954) 576-2418  
 E-mail: info@mcimandcreed.com

PROJECT # 0904-0001  
 DRAWN BY J.L.  
 CHECKED BY J.L.  
 SHEET # 3 OF 5  
 DWG.# 01

BOUNDARY & TOPOGRAPHIC SURVEY  
**OCEAN PALMS GOLF COURSE**  
 OCEAN PALMS GOLF CLUB, LLC  
 DATE: MAY 14, 2024 SCALE: AS NOTED  
 PORTIONS OF SECTIONS 29 & 30, TOWNSHIP 12 SOUTH, RANGE 26 EAST, PALMER CO.



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Sheet 1 of 1

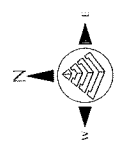


DATE	REVISION

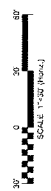
**MCKIM & CREED**  
 125 N. W. 10th Ave., Suite 100  
 Coral Gables, FL 33134  
 Phone: (305) 441-1017, Fax: (305) 441-1018  
 Website: <http://www.mckimcreed.com>

PROJECT # 0907-0001  
 DRAWN BY JDL  
 FIELD BY JDL  
 CHECKED BY JDL  
 SHEET # 4 OF 5  
 DATE 01/14/2004

BOUNDARY & TOPOGRAPHIC SURVEY  
**OCEAN PALMS GOLF COURSE**  
 OCEAN PALMS GOLF CLUB, LLC  
 DATE 01/14/2004 SCALE AS NOTED  
 PORTIONS OF SECTIONS 29 & 31, CORNER 17350TH RANGE 31 EAST, FLORIDA CO.



3  
 EL EASU  
 NAD 83/2011



D-52





## CITY COMMISSION REGULAR MEETING MINUTES

Thursday, January 23, 2025, at 5:30 PM

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

---

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

1. **Call the meeting to order:** Chair Spradley called the meeting to order at 5:30 p.m. and announced the Veranda Bay items have been pulled by the applicant to return to the Commission at a later date.
2. **Pledge of Allegiance followed by a moment of silence to honor our Veterans, members of the Armed Forces and First Responders.** Commissioner Sherman led the pledge to the flag.
3. **Proclamations and Awards**
  - a. Certificate of Appreciation to John Timmins for his generous donation of time and supplies to repair equipment at Palmetto Park. Mayor King announced Commissioner Sherman will deliver the certificate to Mr. Timmins.
4. **Deletions and changes to the agenda:** None.
5. **Public comments regarding items not on the agenda.** There were no comments received.
6. **Consent Agenda**
  - a. Approve the minutes of the January 9, 2025, Regular Meeting. Motion by Commissioner Mealy, seconded by Commissioner Belhumeur to approve the consent agenda. The motion carried unanimously.
7. **General Business**
  - a. Resolution 2025-02. A Resolution by the City Commission of the City of Flagler Beach, Florida, approving a proposal from Connect Consulting, Inc, in an amount not to exceed \$61,890 for the evaluation of Well #11 in relation to the increased saltwater intrusion, providing for conflict and an effective date. Attorney Smith read the title of the resolution into the record. Commissioner Cooley asked why the City of Palm Coast is noted in the packet. City Clerk Overstreet clarified; the City is piggybacking a contract made by Palm Coast with Connect Consulting. Motion by Commissioner Belhumeur, seconded by Commissioner Sherman to approve Resolution 2025-02. Public comment was opened. No comments were received. Public comment was closed. The motion carried unanimously, after a roll call vote.
  - b. Resolution 2025-06. A Resolution by the City Commission of the City of Flagler Beach, to award Bid No. FB-24-2307 Project # 260 Pier Construction to Vecellio & Grogan in an amount not to exceed \$14,142,027; providing for conflict and an effective date. Attorney Smith read the title of the resolution into the record. Commissioner Mealy asked Mr. Perdomo, Project Manager, Moffat and Nichol, questions regarding the unit price breakdown. Mr. Perdomo spoke about the difference in the mobilization line item and the trestle construction. Commissioner Cooley reported this is the same company that constructed the Jax Beach Pier. Commissioner Sherman inquired about the timeline. Mr. Perdomo responded Vecellio estimates construction to begin in March or at the latest April. Motion by Commissioner Mealy, seconded by Commissioner Sherman to approve Resolution 2025-06. Public comment was opened. Paul Eik inquired when final completion of the Pier would be and does the Commission expect impacts to the summer tourist season. How will this impact traffic on A1A and

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Moody Boulevard and will there be impact to streets and parking. Mr. Perdomo responded there is a contractual timeline for the contractor. The goal has been July 04, 2026, which may be too ambitious. We and the contractor understand, and we will do everything we can to meet the July 4 deadline. Parking will be restricted to South A1A from 3<sup>rd</sup> to 5<sup>th</sup> Streets. East of A1A spaces will be used as a work zone. Chairman Spradley reported the construction of the hotel is estimated to conclude in April or May and will open parking spaces in the downtown area. Mr. Perdomo added there is intent to provide beach access underneath the pier and that will be done safely. There will be restriction zones for public safety to be managed by the contractor. Commissioner Cooley asked for standard protocol to keep surfers out of construction areas. There area in question is not different than the one already specified and marked by the City. There will have to be collaboration between contractor and the police to enforce those construction areas. Mayor King reported regarding parking, by the time of construction the S. 8<sup>th</sup> Street Parking Lot will be completed. Commissioner Cooley asked about the timing of the building of the promenade. Mr. Martin asked the Commission if they have a preference of when the geotechnical boring for the pier will be done during the day or night. Mayor King asked if this would be a noisy event. Mr. Perdomo reported it is not a noise event. It was the consensus of the Commission to leave it to the Contractor's discretion. Mr. Perdomo reported that the intent is to have the Beach Walk final design done by early November. The building portion Phase I could be completed around the same time as the completion of the pier. Commissioner Mealy asked if this works with the TDC Grant. Mr. Martin responded in the affirmative. Commissioner Cooley asked about the time of the construction of the promenade. Mr. Perdomo responded, Phase 2 (construction of the promenade), the City should expect a four month to six-month period for construction and completion towards the latter part of 2026. The motion carried unanimously, after a roll call vote.

- c. Resolution 2025-07. A Resolution by the City Commission of the City of Flagler Beach, Florida, retroactively approving Change Orders No. 1 through No. 8 for the Wickline Improvements Project 539 and proposed Change Order No. 9 from R&K Roofing in a total amount of \$20,866.80; providing for conflict and an effective date. Attorney Smith read the title of the resolution into the record. Mr. Martin requested Change Order 9, Section 2, be removed from the resolution. He asked the Commission to approve all but Section 2 of the Resolution. Commissioner Cooley asked Mr. Martin how this happened. Mr. Martin explained the line item in the budget was for \$110,000. The Commission's approval was not to exceed \$65,000. The purchase order was put into the system as \$110,000. It was not caught by the departments involved. Commissioner Cooley spoke about the history of the finances that have gone into the Wickline Center. Motion by Commissioner Mealy, seconded by Commissioner Sherman, to approve Resolution 2025-07 minus Section 2. Public comment was opened. No comments were received. Public comment was closed. The motion carried unanimously, after a roll call vote.

**8. Public Hearings – No hearings.**

**9. Staff Reports**

- a. Attorney Smith reported on the foreclosure items that went before the Magistrate on Wednesday. The magistrate granted the City permission to proceed. Attorney Smith will be presenting the orders to the Commission at a future date.

The magistrate asked the City to defer the case involving the partially built condos on Clubhouse Drive for 120 days due to the fact the bank took title of the property, and the condos are to be demolished in the next two weeks. The bank will be coming before the Commission to ask for a waiver or reduction of the fine incurred by the previous owner, Butler and Butler.

He spoke of the Morns for Liberty Case which has to do with how to enforce decorum in meetings. Court found strike down decorum rules that required statements to be addressed to the Chair. In this case, it was not that the City had rules of decorum in place but how those rules were enforced.

Commissioner Sherman asked if there was a way to secure the single family home that will be under foreclosure. Attorney Smith reported there are steps necessary to do it and he will talk to Code Enforcement about it.

- b. City Manager: Summarized events: He will be leaving on Tuesday for meetings in Tallahassee with Mr. Fernandez and will be returning to the office on Wednesday. Mr. Fernandez is working on meetings with Representative Grecko, Senator Leek and DEP officials. He reported two long-time employees will be leaving the City on Friday, January 31<sup>st</sup>: Chief Bobby Pace and Bill Clemence. Mr. Martin will be giving more details about the retirement events as they are known. The Joint Municipalities meeting will be held on February 5<sup>th</sup>. The parking lot improvements at S. 8<sup>th</sup> and S. Central are under construction. He will be presenting a change order to the Commission for the parking contractor to continue to the 2nd parking lot on S. 5<sup>th</sup> Street. Mr. Martin is working on getting appraisals for vacant lots on S. Daytona for the City to possibly use for stormwater infrastructure and is also in the process of getting appraisals for the golf course.
- c. City Clerk Overstreet reported scheduling for the next Joint Municipalities Meeting which will be held in July or August. Possible dates are July 2, July 9, July 17, July 23, July 30 and August 27<sup>th</sup>. She will be sending an email to the officials to get their feedback. Three candidates have qualified for the Commission seats: John Cunningham, Jane Mealy, and James Sherman.

Chief Doughney attended the FDOT Meeting/Crosswalk initiative for Flagler County. He suggested the following crosswalks to look at: Pier Crosswalk, S. 8<sup>th</sup> and A1A, N. 4<sup>th</sup> and A1A, SR 100 and A1A, John Anderson and SR 100 and the lack of a crosswalk from Connecticut Avenue and SR 100. Chief Doughney asked FDOT to look at where the crosswalk opposite the Hotel would be located. Commissioner Sherman commented the same program was done in Volusia County and was very successful. Commissioner Cooley asked if there are any potential study regarding the crosswalk on SR 100. Chief Doughney reported they are looking at that crosswalk and potentially relocating the crosswalk once the hotel is completed. Chief Doughney reported that the Department made 65 DUI arrests in 2024. Florida Highway Patrol made 80 DUI arrests within the City limits of Flagler Beach.

#### 10. Commission Comments

- a. Commission comments, including reports from meetings attended.

Mayor King updated the Commission on the Centennial Planning. We are putting together a preliminary schedule of events to be published soon. Plan on April 16<sup>th</sup>, Wednesday evening for a birthday celebration. Mayor King reported she hosted the Florida League of Mayors.

Commissioner Belhumeur reported the call for TPO projects for this year has started and will end in March. He would like to see a reconfiguration ~~of between~~ Flagler Avenue and A1A. Mr. Martin is looking for someone to draw up some plans to present. He was glad to see the 8<sup>th</sup> Street parking lot coming to conclusion and thought it looked good. Commissioner Belhumeur asked for better distribution of the trash cans in the downtown area. Mr. Martin reported the Sanitation Supervisor is looking at inventorying them and relocating where needed. He asked for an update on the fuel depot. Mr. Martin said the Building Inspector is in the process of getting quotes.

Commissioner Sherman reported walking the City with Daryl Reynolds and picking up litter around the City. He reported the large volume of cigarette butts and plastic toothpicks. He hoped the Downtown Playbook group could get involved. Commissioner Sherman wants a PSA about Elevate Florida Residential Mitigation Program. He asked to have a workshop between the contractors and commission about revisiting the building code ordinance and how we are building in the AE flood zone.

Commissioner Cooley spoke of the TDC meeting; a good take away from the meeting was according to a survey: CRA district is the top visited point of interest in the county. He expressed his concern about the CRA's appearance. There is a workshop about Beach Renourishment Funding to take place on February 5, 2025. Flagler County Cultural Council is looking for a representative. They need a

**Commented [PO1]:** Corrected at the February 13, 2025 Meeting

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representative from the City. Mayor King volunteered. Turtle Trail within the County is getting some traction. Commission Cooley suggested one for the Beach Walk and suggested artists Bill Stead or Stewart Maxy. He suggested adding this topic to a future workshop.

Commissioner Mealy spoke at Legislative Delegation and attended the Family Life Center meeting. She reported on the Citizens' Academy and was grateful to all that spoke to the group. Commissioner Mealy asked about the raising home applications; all submitted last year but were denied because the City did not submit proper paperwork? Mr. Martin to let her know what took place.

She received information from VCARD about flood mitigation. She suggested inviting FCARD to a workshop. Commissioner Cooley felt there were simple changes to the ordinances that might help.

Chairman Spradley will be resuming his Saturday Townhall at his office Saturday, June 25, 2025.

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

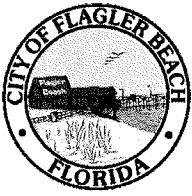
**11. Adjournment:** Motion by Commissioner Sherman to adjourn the meeting at 6:52 p.m.

Attest:

\_\_\_\_\_  
Scott Spradley, Chair

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

D-57



# City Commission Regular Meeting Agenda

Thursday, July 10, 2025 at 5:30 PM

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



All meeting items will be continued until meeting is complete.

1. **Call the meeting to order**
2. **Pledge of Allegiance followed by a moment of silence to honor our Veterans, members of the Armed Forces and First Responders**
3. **Deletions and changes to the agenda**
4. **Public comments regarding items not on the agenda**

Citizens are encouraged to speak. However, comments should be limited to three minutes. A thirty-minute allocation of time for public comment on items not on the agenda. Each speaker has up to three-minutes to address the Chair, and one opportunity to speak, no time can be allotted to another speaker.
5. **Consent Agenda**
  - a. Approve the June 26, 2025, Regular Meeting Minutes.
6. **General Business**
  - a. Resolution 2025-47. A Resolution by the City Commission of the City of Flagler Beach, Florida, accepting the dedication of infrastructure from Gardens at Hammock Beach Community Development District; Veranda Bay Phase 1 through 3 as depicted in the exhibits of the Bill of Sale attached hereto; providing for conflict and effective date.
  - b. Discussion/direction regarding City of Flagler Beach Ocean Palm Golf Course
  - c. Resolution 2025-57. A Resolution by the City Commission of the City of Flagler Beach, Florida, to codify the goals of the City Commission as developed from the Strategic Planning Session; providing for conflict and an effective date.
  - d. Resolution 2025-58. A Resolution by the City Commission of the City of Flagler Beach, Florida, to award Construction Services for Public Works projects to US Water Solutions Corporation for an amount not to exceed \$165,638.00; providing for conflict and an effective date.
7. **Public Hearings**
  - a. Ordinance 2025-12. An Ordinance of the City Commission of the City of Flagler Beach, Florida, amending the Code of Ordinances, creating Section 11-9 related to litter and requiring owners and operators of certain retail establishments to install adequate garbage receptacles for litter generated by the business activity; providing for severability and providing for an effective date.
8. **Staff Reports**
  - a. City Attorney
  - b. City Manager

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**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.



## Staff Report

City Commission Regular Meeting

July 10, 2025



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**To:** City Commission  
**From:** Dale Martin, City Manager  
**Meeting Date:** July 10, 2025  
**Item Name:** Discussion/direction regarding City of Flagler Beach Ocean Palm Golf Course

### Background:

When the lease to the City's Ocean Palm 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.

Ocean Palms Golf Club, LLC, has submitted a draft Letter of Interest and a tentative timeline for the redevelopment of the golf course. A conceptual site plan has been presented to the Planning and Architectural Review Board and the St. Johns River Water Management District has issued stormwater permits for the proposed redevelopment.

An alternative proposal has been provided by area residents for City Commission consideration.

### Fiscal Impact:

None.

### Staff Recommendation:

None: City staff seeks direction on how to proceed with the management/disposition of the Ocean Palms Golf Course.

### Attachments:

1. Flagler Golf Management Assignment of Lease 1-25-2024
2. LOI City Of Flagler Beach 2025 PN 6-20
3. Ocean Palm Redevelopment Timeline
4. Citizen Proposal Letter

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**ASSIGNMENT AND ASSUMPTION OF LEASE AND RELEASE OF CURRENT LESSEE**

**THIS ASSIGNMENT AND ASSUMPTION OF LEASE AND RELEASE OF CURRENT LESSEE** (“Assignment”) is made by and between **FLAGLER GOLF MANAGEMENT LLC**, a Florida Limited Liability Company, whose address is 2531 Sawyer Terrace, Wellington, Florida 33414 (“Assignor”) and **OCEAN PALMS GOLF CLUB LLC**, a Florida Limited Liability Company, whose address is 12 Bishop Lane, Palm Coast, Florida 32137 (“Assignee”), and shall be effective as of the date signed by the last signatory below.

**WITNESSETH:**

**WHEREAS**, Assignor and the City of Flagler Beach, Florida (“City”) are parties as Lessee and Lessor, respectively, to that certain Golf Course Lease Agreement dated November 20, 2015, as modified and amended by that certain Brazilian Pepper Removal Agreement dated November 20, 2015; that certain Default Cure Extension Agreement dated September 27, 2018; and that certain First Addendum to Golf Course Lease Agreement dated April 25, 2019, all as attached hereto as **EXHIBIT “A”** (collectively, the “Golf Course Lease”);

**WHEREAS**, Assignor desires to assign Assignor’s interests in the Golf Course Lease to Assignee, subject to the terms and conditions herein; and

**WHEREAS**, the City consents to the assignment pursuant to Section 14.1 and waives the requirements set forth in Section 6.3 of the Golf Course Lease;

**NOW THEREFORE**, in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the parties acknowledge and agree as follows:

**SECTION ONE. INCORPORATION OF RECITALS.** The foregoing recitals are true and correct, form a material basis of the transaction contemplated hereby, and are incorporated as if fully set forth herein.

**SECTION TWO. ASSIGNMENT AND CONSENT.** Assignor hereby assigns all rights, title, interest, and obligations in the Golf Course Lease to Assignee to have and to hold the same unto Assignee and its heirs, successors and assigns forever subject to the provisions of the Lease. Assignee hereby accepts the assignment of rights, title, interest, and obligations in the Golf Course Lease.

**SECTION THREE. ASSUMPTION.** Assignee does hereby assume the Golf Course Lease and all liabilities and responsibility under the Golf Course Lease and hereby agrees to be bound by all of the terms, conditions, covenants and obligations required to be kept under the Golf Course Lease and any amendments thereto.

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**SECTION FOUR. FURTHER ASSURANCES.** Assignor and Assignee covenant and agree to execute, acknowledge, and deliver any and all such further documents as may be necessary, proper, or convenient to authorize under law or otherwise to carry out and effectuate the intent and purpose of this Assignment.

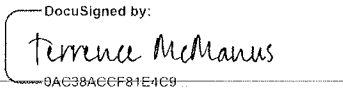
**SECTION FIVE. COUNTERPARTS; ELECTRONIC SIGNATURES.** This Assignment may be executed in one or more counterparts, each bearing the signatures of one or more parties. Each counterpart shall be considered an original and all of the counterparts shall constitute a single agreement binding all of the parties as if all had signed a single document. For purposes of executing this Assignment, a document signed and transmitted by electronic means (such as in PDF format via e-mail or via facsimile machine) is to be treated as an original document. The signature of any party thereon, for purposes hereof, is to be considered as an original signature, and the document transmitted is to be considered as having the same binding effect as an original signature on an original document.

**SECTION SIX. EFFECTIVE DATE.** This Assignment shall take effect on the date that it is signed by Assignor and Assignee and consented to by the City, as provided below.

**IN WITNESS WHEREOF,** Assignor and Assignee have executed this Assignment on the date indicated below their respective signatures.

ASSIGNOR  
FLAGLER GOLF MANAGEMENT LLC  
A Florida Limited Liability Company

ASSIGNEE  
OCEAN PALMS GOLF CLUB LLC  
A Florida Limited Liability Company

By:   
0AC38ACCF81E4C9  
Terrence McManus  
Managing Member  
Date: 1/25/2024

By:   
0A06FA1499604CA  
Tanuj Seoni, Authorized  
Representative  
KTS HOLDINGS LLC, Member  
Date: 1/25/2024

By:   
9D2341D2D8E54C1  
Jeffrey Ryan, Manager  
LEISURE HOLDINGS LLC,  
Member  
Date: 1/25/2024

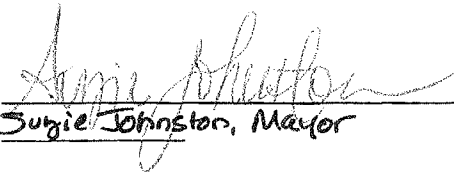
D-62

**WRITTEN CONSENT AND WAIVER OF THE CITY OF FLAGLER BEACH**

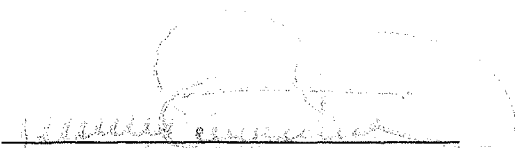
The **CITY OF FLAGLER BEACH, FLORIDA** ("City"), hereby consents to the foregoing Assignment, pursuant to Section 14.1 and waives the provisions of Section 6.3 of the Golf Course Lease, as defined therein. The City also hereby releases FLAGLER GOLF MANAGEMENT LLC, a Florida Limited Liability Company, from further liability and responsibility under the Golf Course Lease.

CITY OF FLAGLER BEACH, FLORIDA



By:   
Sujie Johnston, Mayor

Attest:

  
Penny Overstreet, City Clerk

Date: 07-25-2024

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**EXHIBIT "A"**

**Copy of Golf Course On Following Pages**

D-64



3600 S Central Ave  
Flagler Beach, FL  
32136

06/20/25

**VIA EMAIL AND U.S. MAIL**

Dale Martin, City Manager  
City of Flagler Beach  
105 South 2<sup>nd</sup> Street | P.O. Box 70  
Flagler Beach, FL 32136  
dmartin@cityofflaglerbeach.com

**RE: Letter of Intent to Purchase Real Property located at 3600 S. Central Ave., Flagler Beach, Florida**

Dear Mr. Martin:

This non-binding Letter of Intent ("LOI") sets forth the proposed terms and conditions to purchase the real property located at 3600 S. Central Ave., Flagler Beach, FL 32136 (the "Property"), by **Ocean Palms Golf Club, LLC**, a Florida limited liability company ("OPGC" or "Buyer"), from the **City of Flagler Beach**, a Florida municipal corporation ("City" or "Seller"). The Property consists of two parcels identified by tax parcel numbers 29-12-32-0000-01010-0000 and 29-12-32-0000-01010-0010, comprising approximately 36.88 acres, and commonly known as the Ocean Palms Golf Course (the "Property").

OPGC plans to use the Property for a golf course and club house to provide a valuable and high-quality recreation, dining and social gathering options for the residents and visitors in Flagler Beach. After the acquisition of the Property, OPGC intends to redesign, redevelop and upgrade the existing golf course from 9 to 12 holes as depicted on the conceptual plan attached as **EXHIBIT "A"** and to replace the current turf with Seashore Paspalum. The golf course will be closed while the course is redeveloped, and the new turf grass is established. In addition, OPGC intends to build a new clubhouse facility, which will consist of, without limitation, a restaurant, bar, indoor putting lab and short game practice area, golf simulators, and fitness area as depicted on the site plan attached as **EXHIBIT "B"**.

These terms of this LOI are subject to satisfactory completion of negotiation, execution and delivery of a formal purchase and sale agreement for the Property ("PSA"). No rights or obligations will arise until the execution of the PSA incorporating the essential terms of this LOI.

1. **Purchase Agreement.** Buyer and Seller shall enter into a definitive Purchase and Sale Agreement ("Purchase Agreement") with the following essential terms:
  - a. **Purchase Price:** The total purchase price for the Property shall be **TBD (\$TBD)** (the "Purchase Price").
  - b. **Earnest Money Deposit:** Upon execution of the Purchase Agreement, Buyer shall deposit Ten Thousand Dollars (\$10,000.00) as an earnest money deposit ("Deposit").
  - c. **Closing:** The closing of the purchase (the "Closing") shall occur within thirty (30) days of the satisfaction of the Contingencies (as defined below).
  - d. **Included Assets:** The purchase shall include all existing buildings, equipment, liquor license, water rights, mineral rights, and other assets currently on the Property.

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- e. **Deed Restriction:** The deed conveying the Property from Seller to Buyer shall contain a restriction limiting the use of the Property to a golf course, a golf clubhouse, a clubhouse restaurant, and related golf recreational uses as described in the new clubhouse site plan.
2. **Contingencies.** The Buyer's obligation to purchase the Property will be contingent upon the satisfactory completion or waiver of the following conditions ("Contingencies").
- a. **Title Review:** Buyer's review and approval of a preliminary title report and survey ensuring Seller can deliver a clean and marketable title. Buyer shall have ninety (90) ("Contingency Period") days from the effective date of the PSA to satisfy or waive the Contingencies. Buyer shall be entitled to three (3) automatic thirty (30) day extensions of the Contingency Period subject to providing written notice to the City and paying an additional deposit of \$1,000.00 for each extension. If the Contingencies are not satisfied or waived before the end of the Contingency Period, as may be extended, then the PSA will terminate and the Deposit, including any extension deposits, will be refunded to Buyer.
- b. **Financing:** Buyer securing satisfactory financing for the purchase of the Property and redevelopment of the golf course and clubhouse facilities.
3. **Definitive Agreement.** The parties shall endeavor to negotiate and enter into a definitive PSA incorporating the terms of this LOI within a reasonable time.
4. **Governing Law.** This LOI and the PSA shall be governed by the laws of the State of Florida.
5. **Expiration.** This LOI will expire if not executed by both parties within ninety (90) days from the date above.

If these terms are acceptable, please sign below and return a copy to the undersigned. We look forward to working with the City of Flagler Beach on this exciting project.

Sincerely,  
Ocean Palms Golf Club, LLC

By:  \_\_\_\_\_

Name: Tanuj Seoni

Title: Principal \_\_\_\_\_



**AGREED AND ACCEPTED:  
City of Flagler Beach**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

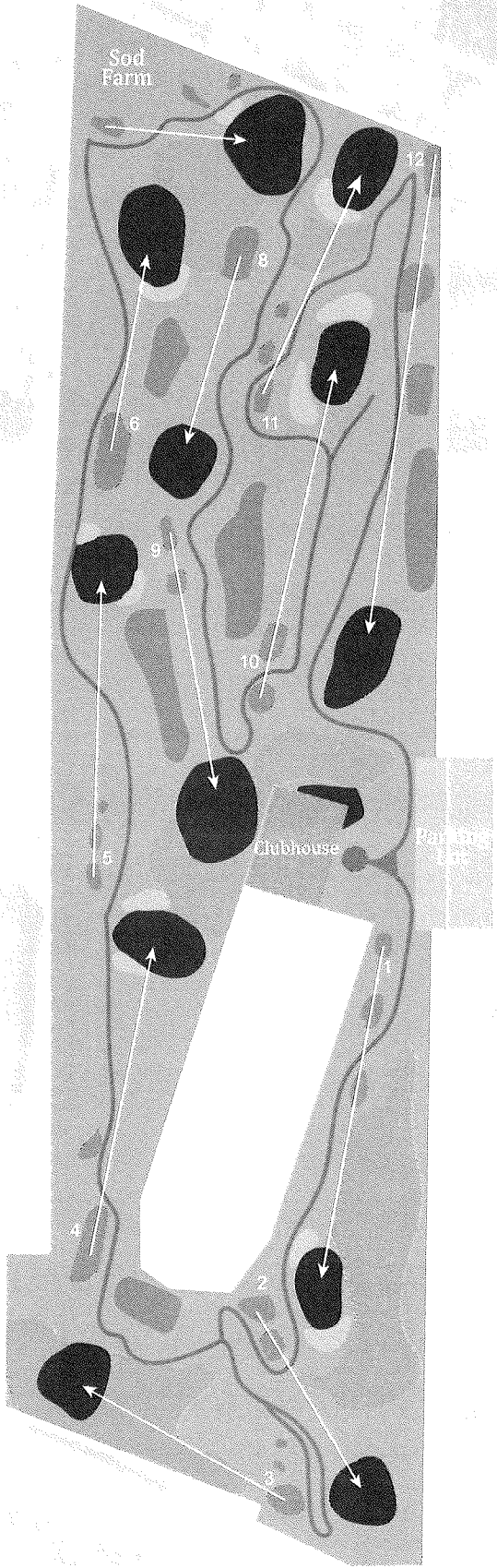
D-66



EXHIBIT "A"

CONCEPTUAL PLAN FOR GOLF COURSE  
ON FOLLOWING PAGE

D-67



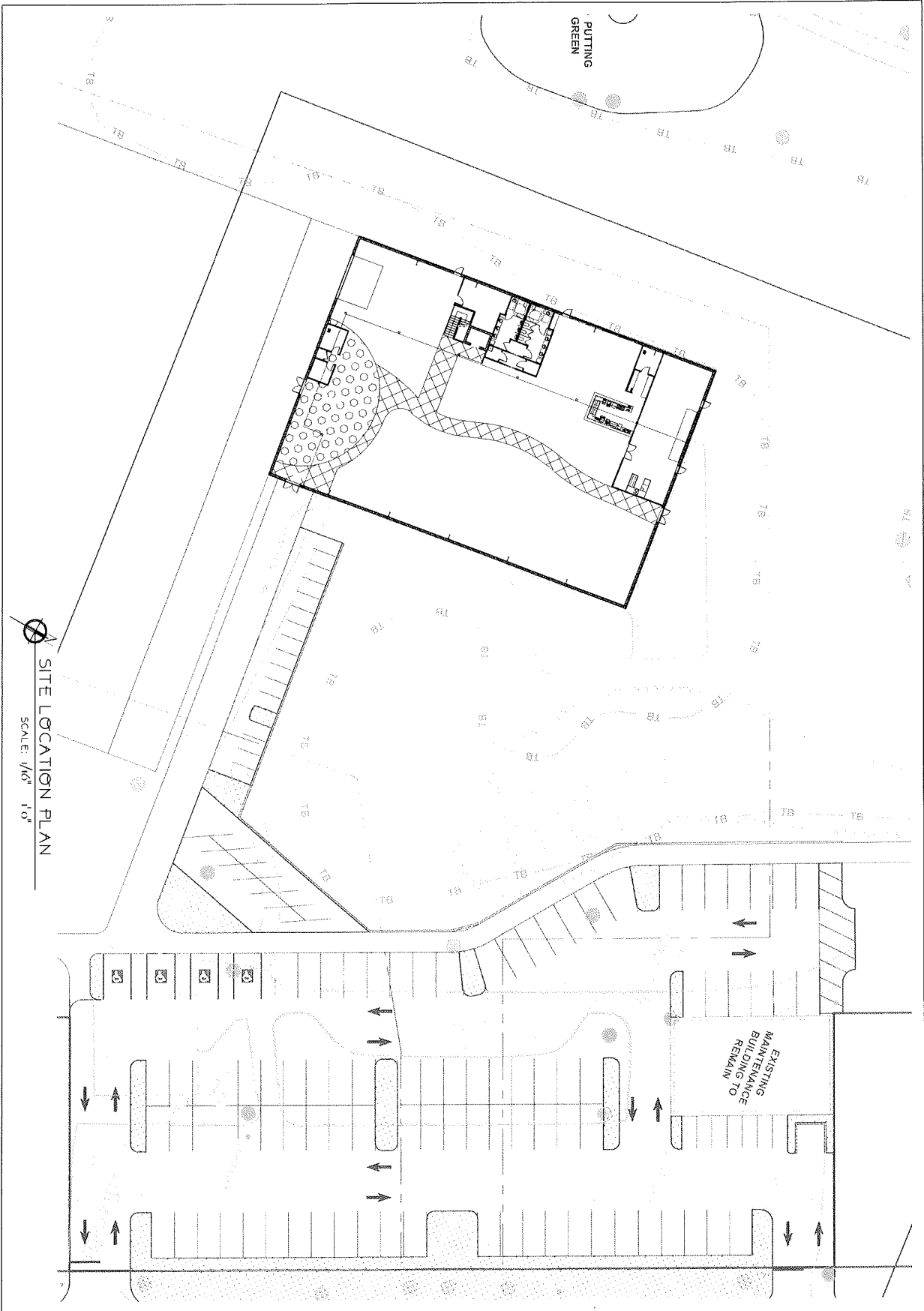
D-68




**EXHIBIT "B"**

SITE PLAN  
ON FOLLOWING PAGES

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 SITE LOCATION PLAN  
 SCALE: 1/4" = 1'-0"

**AI**

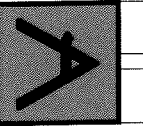
DATE: 11/27/13	BY: [Signature]
NO. 2	NO. 1
NO. 3	NO. 4
NO. 5	NO. 6
NO. 7	NO. 8
NO. 9	NO. 10
NO. 11	NO. 12
NO. 13	NO. 14
NO. 15	NO. 16
NO. 17	NO. 18
NO. 19	NO. 20
NO. 21	NO. 22
NO. 23	NO. 24
NO. 25	NO. 26
NO. 27	NO. 28
NO. 29	NO. 30
NO. 31	NO. 32
NO. 33	NO. 34
NO. 35	NO. 36
NO. 37	NO. 38
NO. 39	NO. 40
NO. 41	NO. 42
NO. 43	NO. 44
NO. 45	NO. 46
NO. 47	NO. 48
NO. 49	NO. 50
NO. 51	NO. 52
NO. 53	NO. 54
NO. 55	NO. 56
NO. 57	NO. 58
NO. 59	NO. 60
NO. 61	NO. 62
NO. 63	NO. 64
NO. 65	NO. 66
NO. 67	NO. 68
NO. 69	NO. 70
NO. 71	NO. 72
NO. 73	NO. 74
NO. 75	NO. 76
NO. 77	NO. 78
NO. 79	NO. 80
NO. 81	NO. 82
NO. 83	NO. 84
NO. 85	NO. 86
NO. 87	NO. 88
NO. 89	NO. 90
NO. 91	NO. 92
NO. 93	NO. 94
NO. 95	NO. 96
NO. 97	NO. 98
NO. 99	NO. 100

A NEW BUILDING FOR:  
**OCEAN PALM GOLF COURSE**  
 3000 S. CENTRAL AVE. FLAGLER BEACH FL 32136  
**SITE LOCATION PLAN**

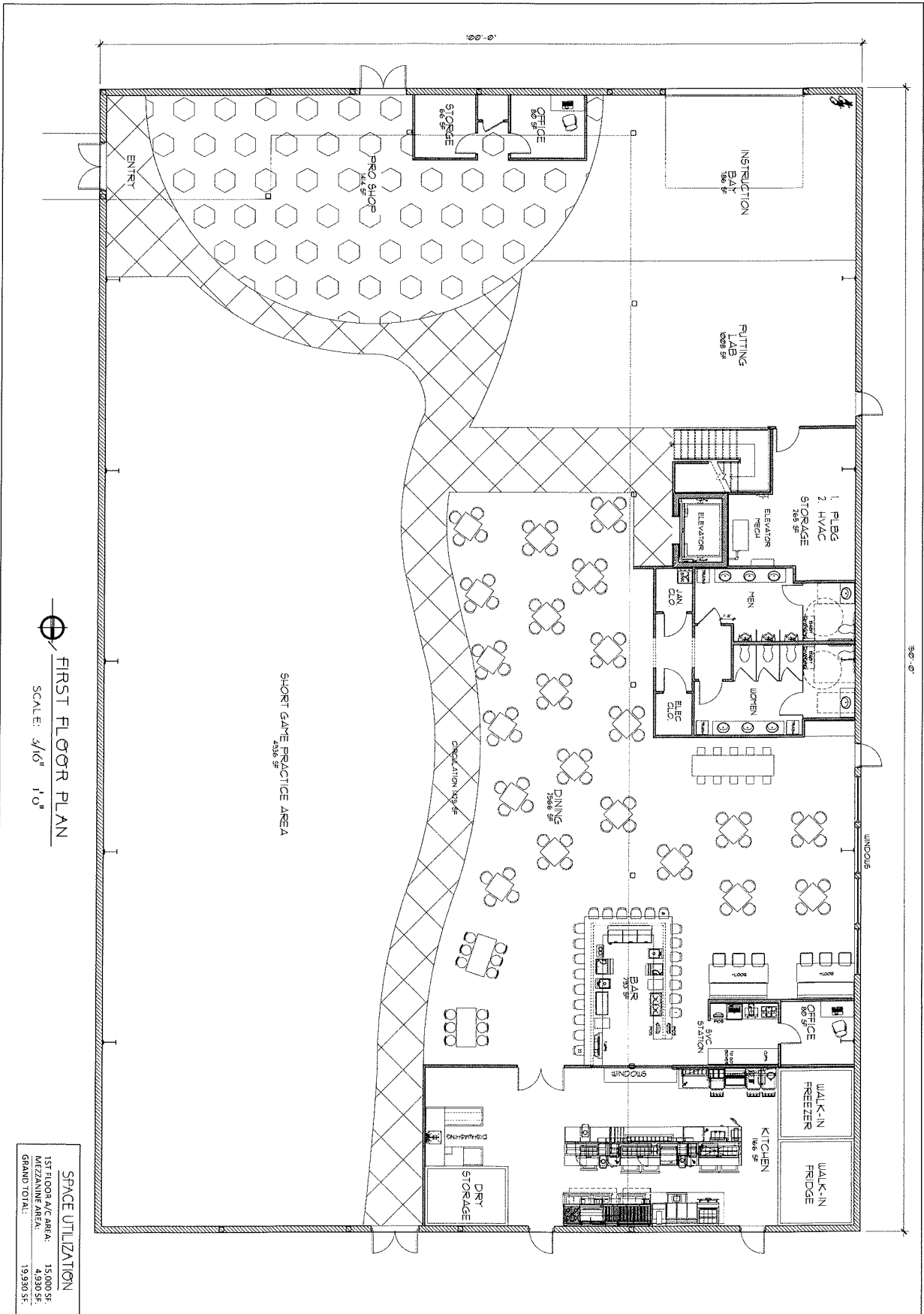
**DAVID GRUSSGOTT**  
 ARCHITECT  
 AIA-NCA-RB-ASID  
 112 AVENUE  
 112 BLDG 1000  
 PALM BEACH FL 33480

**ATELIER DESIGN GROUP ARCHITECTS**  
 100 PARKWAY  
 SUITE 200  
 WEST PALM BEACH FL 33411  
 561.833.5105  
 WWW.ATELIERDESIGN.COM

**ATELIER DESIGN GROUP ARCHITECTS**  
 100 PARKWAY  
 SUITE 200  
 WEST PALM BEACH FL 33411  
 561.833.5105  
 WWW.ATELIERDESIGN.COM



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FIRST FLOOR PLAN  
 SCALE: 3/16" = 1'-0"

**SPACE UTILIZATION**

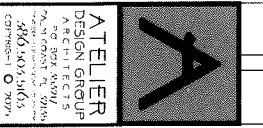
1ST FLOOR A/C AREA	13,000 SF
MEZZANINE AREA	4,590 SF
<b>GRAND TOTAL</b>	<b>19,990 SF</b>

DATE	11/11/11	REVISED
	11/11/11	REVISED
DATE	11/11/11	REVISED
DATE	11/11/11	REVISED

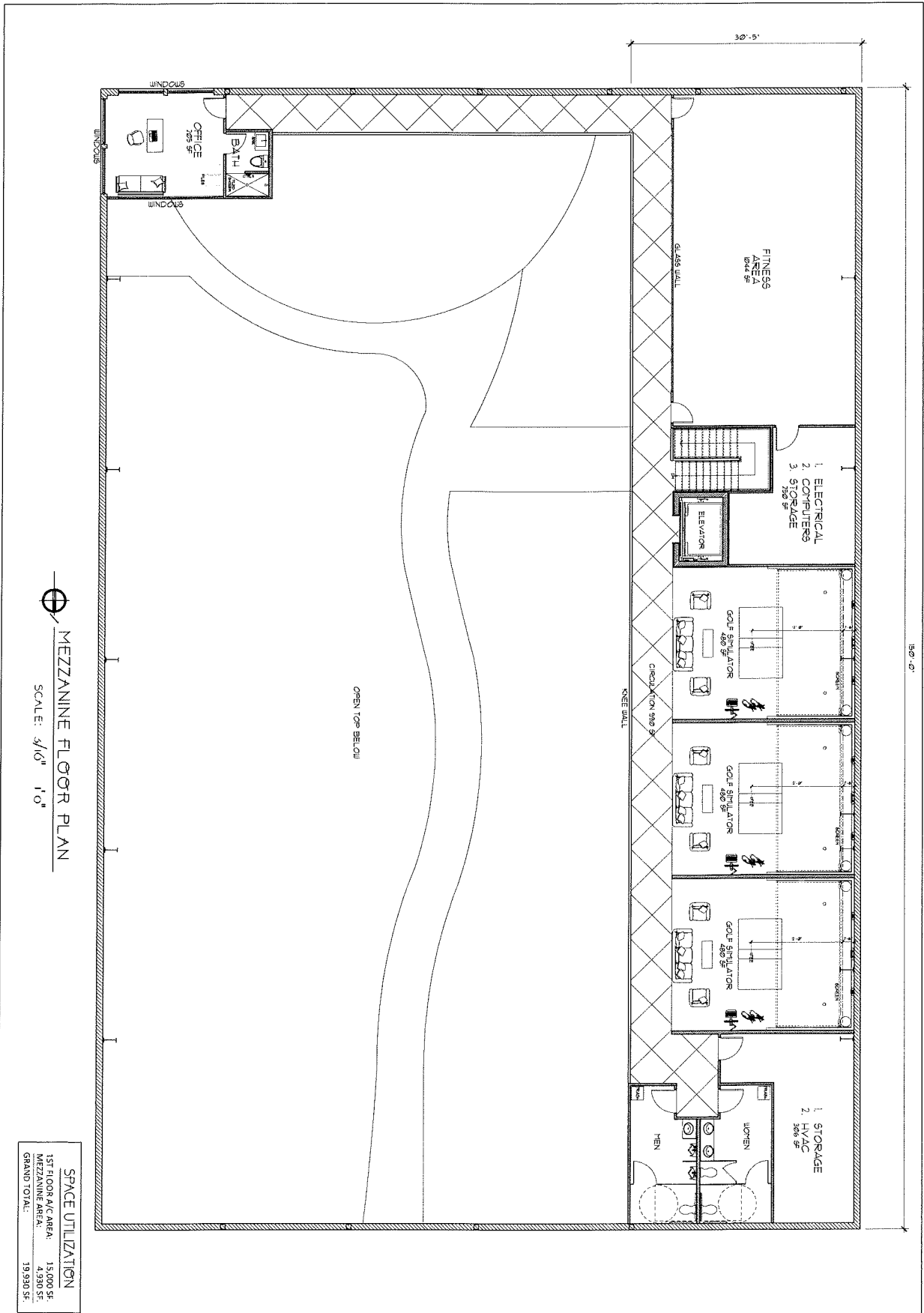
A NEW BUILDING FOR:  
**OCEAN PALM GOLF COURSE**  
 3600 S CENTRAL AVE. FLAGLER BEACH FL 32136  
**FIRST FLOOR PLAN**

DAVID  
 GRUSSGOTT  
 ARCHITECT  
 ARCHITECTS  
 1101 PALMVIEW  
 PALM BEACH, FL 33480

ATELLER  
 DESIGN GROUP  
 1000 PALMVIEW  
 PALM BEACH, FL 33480  
 561.843.5165  
 WWW.ATELLERDESIGN.COM



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MEZZANINE FLOOR PLAN  
SCALE: 3/16" = 1'-0"

**SPACE UTILIZATION**

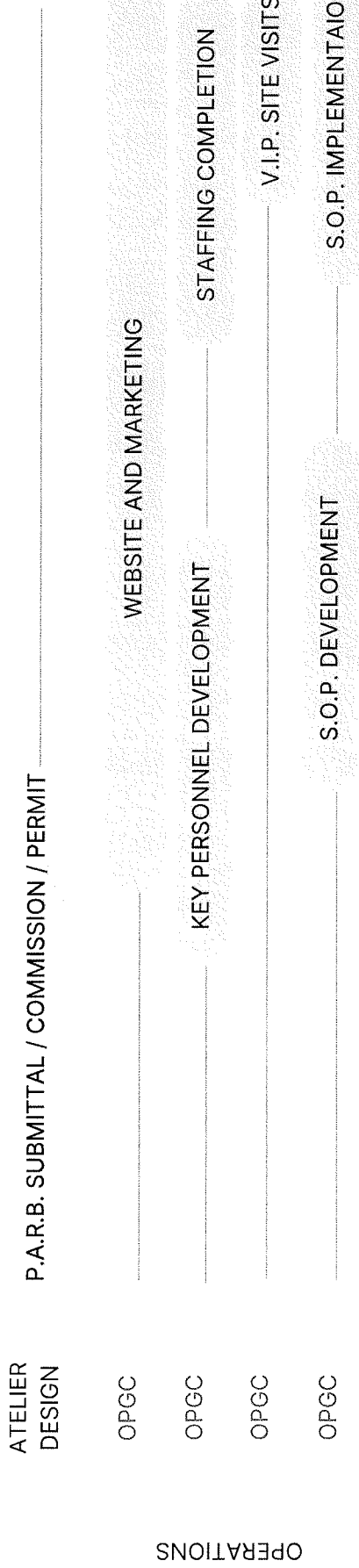
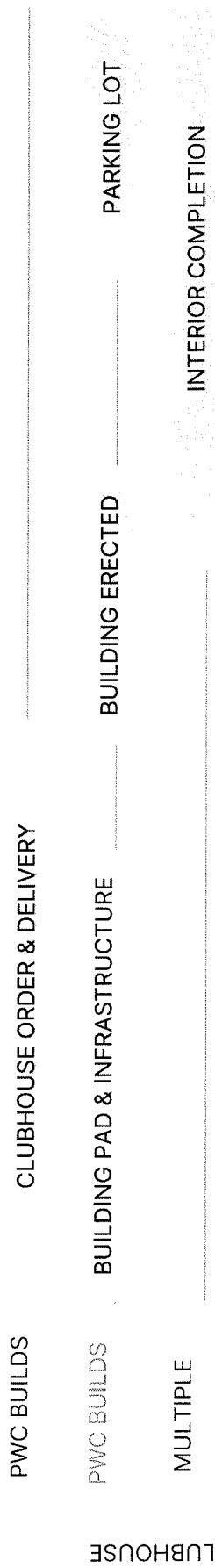
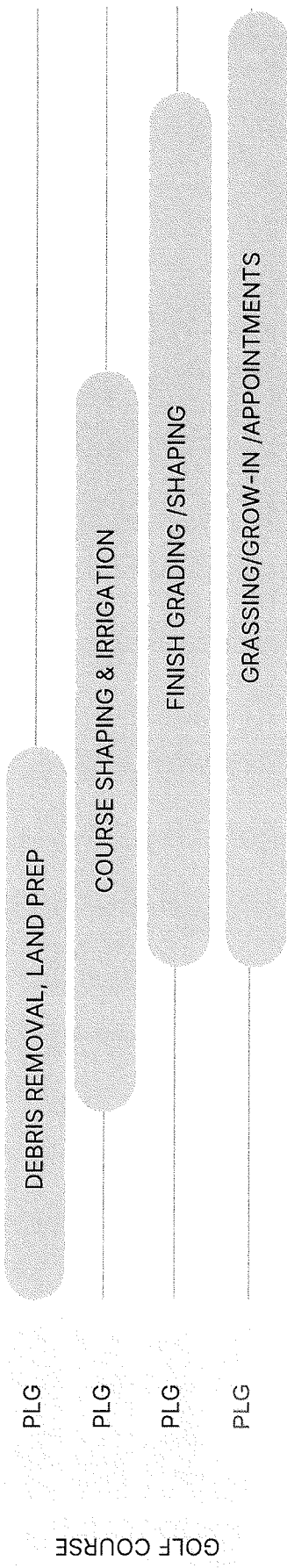
1ST FLOOR A/C AREA:	15,000 SF
MEZZANINE AREA:	12,580 SF
GRAND TOTAL:	27,580 SF

<b>A2</b>	<p>A NEW BUILDING FOR: <b>OCEAN PALM GOLF COURSE</b> 5000 S. CENTRAL AVE. FLAGLER BEACH FL 32156 <b>MEZZANINE FLOOR PLAN</b></p>	<p>DAVID GRUSSGOTT ARCHITECT ARCHITECTS 1714 W. WYOMING PALM BEACH, FL 33480 PHONE: 561.833.1100</p>	<p><b>ATELLER</b> DESIGN GROUP 1000 S. CENTRAL AVE. SUITE 200 PALM BEACH, FL 33480 PHONE: 561.833.1100 FAX: 561.833.1105 WWW.ATELLERDESIGN.COM</p>	
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# POST ACQUISITION OCEAN PALMS REMAINING TIMELINE

WEEK 1-4      WEEK 5-8      WEEK 9-12      WEEK 13-16      WEEK 17-20      WEEK 21-24      WEEK 25-28



D-73

To All Whom It May Concern,

June 27, 2025

We realize that the golf course has been an unfortunate issue for the City of Flagler Beach for over 10 years now. The City purchased the property in high hopes of a wonderful recreational, social space for all of the public to enjoy. We feel that you have been taken advantage of by the previous lessee and now also by Jeff Ryan and his team. His recent letter of intent to buy actually seems to imply that you are fools. We are embarrassed for him after reading this weak effort to satisfy the Commissioner's request at the petition of concerned citizens. Thank you for your leadership in requiring Jeff Ryan to submit a plan with milestones of accomplishments.

We are offering you an alternative to what you may feel is your only option, to sell this wonderful property. If it is sold, consider it gone forever. This is a property that could be the jewel of our city, as iconic as the Flagler Beach Pier. We feel that you should give us a chance to manage and maintain the property as a citizen operated non profit, as has been done in many other municipalities. Most notably New Orleans City Park, an outstanding example of what we seek to accomplish here. We ask for six months to prove that this is the best possible use for the property. We are prepared to personally finance this non profit with seed money and already have secured construction contractors who would donate time and materials to get the club house air conditioned immediately and the facilities painted within days of an approval to proceed. I personally and promptly will put the sacred United States of America flag on a proper flag pole. That it is currently displayed on a short, scrap piece of PVC pipe about 6 feet off of the ground is embarrassing, and yet, a fitting symbol for how he has treated the entire property since beginning his lease. This is a city owned property in dire need of people who will love it rather than see it as place to milk for dollars. The citizens. We have an incredible opportunity right in our own back yards.

The following are a few ideas proposed by surveys that we have undertaken at our own expense and time. The city could easily improve on our data with their own official survey.

### **Community Voices For Flagler Beach Survey Results**

People do not want the property sold.

They desire to have input into the decision made on the property.

A driving range is the number one golfing recreation choice.

The two top uses chosen are as a family park with a nature center.

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The second highest results thus far indicate a desire for a migratory bird and butterfly area and an educational center for classes.

### **Community Human Resources from the Ocean Palm area**

The following is a list of the professional skills found just in the Ocean Palm Drive river side area. Imagine the human resources of the rest of the city and winter residents.

Air Conditioning system and maintenance

Professional Painting contractors

Former Director for the St. Augustine Farmers Market at the Amp

Gamble Rogers State Park – expert advice on native plants, animals, educational program development, ecotourism opportunities, invasive plant identification and eradication.

A very dedicated team of volunteers in place with over ten years of experience managing and maintaining the Ocean Palm Golf Course who have been limited in their abilities by the contract of the lease.

Non Profit Foundation Director and President

- Restaurant Owner
- Carpenters
- Plumbing Contractors
- Doctors
- Veterinarian
- National Board Certified Science Teacher
- Award Winning Science, Technology, Engineering, Art and Math Teacher
- Adventure Sport Summer Camp Director
- Paddle Sport Eco tour Operator
- Surfing Instructors
- Fishing Boat Captain
- University of Florida Professors
- Public Administrator
- Medicinal Plants Expert
- International Mountain Bike Parts Supplier

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- Educational Curriculum Writers
- Grant Writer
- Book Keeper
- Building and Machinery Maintenance Expert
- Artists
- Event Coordinator
- Professional Graphics Artists
- Industrial Construction Contractors
- Public Speaking Expert
- Golf Instructors
- Bicycle Rental Company Operator

At our First Friday booth, we were approached by a Golf Course Designer and Construction Contractor who has indicated a desire to install the golf course at no cost to us with a design that would be chosen by citizen survey and absorb the cost with a profit share plan.

**Possible other activities for the Non Profit Property**

- Event Rental Space
- Farmers Market Space
- Art Shows
- Inclusive Driving Range for adaptive people.
- Disc Golf Course
- Short Distance Links Practice Course
- Food Truck Fundraisers for AA, Domestic Violence Survivors, Disabled Veteran Associations, Foster Children, etc.
- Community Vegetable Gardens
- Fitness and wellness classes, including yoga, Pilates, and cardio workouts.
- Educational workshops and classes, including cooking classes, music lessons, arts and crafts, financial literacy workshops, surf lessons, golf lessons and language courses.

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- Community events, including bingo, bunco, karaoke, cultural festivals, holiday celebrations, and neighborhood block parties.
- Youth programs, including after-school programs, tutoring, and summer camps.
- Senior programs, including social events, health and wellness classes, and support groups.

We highly object to the sale of this property, most especially to Jeff Ryan and any of his associates. We feel he has taken advantage of many good people. He is making our city leaders appear as fools. His own future fortunes would be at the expense of our citizen's quality of life and especially the children growing up here. We have a legal team that we have consulted and who are ready to represent us. Jeff Ryan has been a contract breaking tenant with total disregard to the lease agreement that he signed. He has blatantly ignored this lease for well over a year. Also, the city has not taken steps to enforce this lease, but removed the last lessee for the exact same reasons. We hope that you will offer us the chance to show what the people of this city can do with this property.

I want to personally thank you for the consideration and patience that you have shown to myself and others who have expressed our concerns over the past several months. I have chosen to speak for many who feel, for a variety of reasons, they cannot. After now participating in the commission meetings and watching you all, I feel assured that you will come to a decision for the benefit of our city. Thank you.

Sincerely,

Mark Imhoof

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**EXHIBIT E**

**EXHIBIT E**



# St. Johns River Water Management District

Michael A. Register, P.E., Executive Director

4049 Reid Street • P.O. Box 1429 • Palatka, FL 32178-1429 • 386-329-4500 • www.sjrwmd.com

October 24, 2024

Jeff Ryan  
Ocean Palms Golf Club, LLC  
12 Bishop Lane  
Palm Coast, FL 32137-9301  
*Sent via Email: jryan@cureputters.com*

Re: Ocean Palm Golf Course Club House & Parking Lot Renovation  
Application Number 81813-6  
(Please reference the application number on all correspondence.)

Dear Mr. Ryan:

The St. Johns River Water Management District (District) has received your Individual Environmental Resource Permit application. Upon review of the proposed project, the following technical information is needed to sufficiently review the application. This information is being requested under the authority granted to the District by sections 373.413(2) and 373.4131, Florida Statutes (F.S.), and rules 62-330.054, 62-330.060, 62-330.301 and 62-330.302, Florida Administrative Code (F.A.C.).

In order to expedite the review of your application, please use the application number referenced above and respond electronically through e-Permitting at [sjrwmd.com/permitting](http://sjrwmd.com/permitting) or submit all requested information to the District.

1. The application form completed electronically through the District's epermit portal lists Regina Brachna as the applicant, and includes no information for any other entities. The signed Section A of the application form that was uploaded lists Ocean Palms Golf Club, LLC, as the applicant and operation and maintenance (O&M) entity, City of Flagler Beach as the landowner, Marvin Brown with Universal Engineering Services as the environmental consultant, and Colin Miller with McKim & Creed, Inc. as the registered professional consultant; however, Regina Brachna was not listed on the signed application. Please clarify the role of Regina Brachna for this application. [62-330.060(1) and (3), F.A.C.; 4.2.3(d), ERP Applicant's Handbook (A.H.) Volume I]
2. Section A of the application form is signed by Jeff Ryan on behalf of the applicant, Ocean Palms Golf Club, LLC. Please provide documentation to demonstrate that Ocean Palms Golf Club, LLC is currently registered with active corporate status in Florida, and that Jeff Ryan has the legal authority to bind the corporation with the terms, conditions, and liabilities associated with the application and subsequent permit. [62-330.060(1) and (3), F.A.C.; 4.3.2(e) and (f), A.H. Volume I]
3. As indicated on the signed application form, City of Flagler Beach appears to be the landowner. The submitted "Assignment and Assumption of Lease and Release of

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FLEMING ISLAND

Maryam H. Ghyabi-White, VICE CHAIR  
ORMOND BEACH

J. Chris Peterson, SECRETARY  
WINTER PARK

Cole Oliver, TREASURER  
MERRITT ISLAND

Ryan Atwood  
MOUNT DORA

Doug Bournique  
VERO BEACH

Douglas Burnett  
ST AUGUSTINE

Ron Howse  
COCOA

Janet Price  
FERNANDINA BEACH

E-1

Current Lessee” identifies the applicant, Ocean Palms Golf Club LLC, as the assignee for the lease. Please clarify if the Assignment will be executed by the City of Flagler Beach. Additionally, since the applicant will be a lessee of the property included in the application, please provide documentation that at least one of the conditions in section 4.2.3(d)5, A.H. Volume I are met. Please provide any additional documentation as necessary to demonstrate that the applicant has sufficient real property interest, as described in Section 4.2.3(d) of the A.H. Volume I, over all land upon which activities subject to this application will be conducted. If the City of Flagler Beach is to be a co-applicant, please provide Part 4 of Section A that is signed by the City Manager, as applicable. [62-330.060(1) and (3), F.A.C.; 4.2.3(d), A.H. Volume I]

4. As noted above, the signed application lists Ocean Palms Golf Club, LLC as the intended O&M entity for the project. Please provide documentation to demonstrate that the entity will have the legal ability to access, monitor, operate and maintain the project as required per section 12.3, ERP A.H. Volume I. [62-330.060(4), F.A.C.; 62-330.301(1)(j), F.A.C; 12.3, A.H. Volume I]
5. Significant amendments to the statewide environmental resource permit (SWERP) rules became effective on June 28, 2024, and the applicant will need to demonstrate compliance with the amended rule criteria (to the extent applicable). Please address the following to demonstrate compliance with the amended rule criteria for operation and maintenance (O&M):
  - a. Please provide a cost estimate for the perpetual operation and maintenance of the stormwater management system through the submission of the documents described in Section 12.3.5, A.H. Volume I.
  - b. Please demonstrate that the applicant has sufficient financial capability for O&M. At the time of permit application, applicants for the operation and maintenance phase must submit Form 62-330.301(26), “Certification of Financial Capability for Perpetual Operations and Maintenance Entities.” Please provide a completed 62-330.301(26) form which has been attached for convenience.
  - c. An applicant for construction, alteration, and operation of a stormwater management system shall provide a written O&M Plan at time of application. A qualified registered professional shall prepare and certify the application, which shall specifically identify the O&M Plan activities required to ensure the stormwater management system’s perpetual performance. Please provide an O&M Plan that describes the overall inspection and O&M requirements, as specified in Section 12.4.1, A.H. Volume I. Please include O&M requirements for the wet detention pond littoral zones, as applicable.

Please also be aware a permit condition will require permittees to utilize a Qualified Inspector for all required inspections conducted on or after June 28, 2025. Please provide the requested O&M documentation or, if applicable, provide appropriate documentation to demonstrate that the project is exempt from the amended O&M criteria pursuant to the grandfathering provisions in 3.1.2, A.H. Volume I. [62-330.301(a), (e), (i), (j), F.A.C.; 12.3.5 and 12.4.1, A.H. Volume I (2024)]

6. Please identify/label the basins and nodes on the pre- and post-development drainage maps included in Appendix D of the Drainage Report consistent with the IPCR model, and include the pond names as identified on the plans for clarification. Please also

- provide nodal diagrams for each ICPR model or also identify each link on the maps. [62-330.301(a), (b), (c), (e), (i), F.A.C.]
7. Floodplains are discussed in Section 4.9 of the Drainage Report, and the ICPR models include modeling of the 100-year, 24-hour storm event. The narrative also indicates that there is an increase in the floodplain storage available. Please provide a tabulation of the existing and proposed flood storage. Please also estimate the 10-year flood elevation, and if applicable demonstrate that the project will not result in a reduction of storage in the 10-year floodplain. Please provide and plans and calculations as appropriate to demonstrate that any applicable criteria in section 3.3.2, A.H. Volume II regarding floodway and floodplain storage are met. [62-330.301(1)(b), (c), F.A.C.; 3.3.2, A.H. Volume II]
  8. Section 4 of the Drainage Report indicates the design requirements for the required water quality treatment volume for wet detention and the recovery time for sizing the outfall structure. However, were unable to located the calculations showing the required water quality treatment volume for each pond in the report. Please provide revised calculations showing the required water quality treatment volume and associated treatment volume elevation and orifice sizing calculations for each pond. [62-330.301(1)(e), (i), F.A.C.; 8.2, 8.3, A.H. Volume II (2018)]
  9. Please provide calculations to demonstrate that the permanent pool is sized to provide average residence time during the wet season (June through October, approximately 153 days) of 14 with a littoral zone or 21 days without a littoral zone. Note that if littoral zones are considered to meet the average residence time requirement, the littoral zones must be designed to meet the criteria in section 8.6, A.H. Volume II (2018). [62-330.301(1)(e), (i), F.A.C.; 8.5, 8.7, A.H. Volume II]
  10. Please provide calculations to demonstrate that the wet detention systems have a maximum depth of 12 feet and a mean depth (pond volume divided by the pond area at the control elevation) between 2 and 8 feet. If the pond bottom will be greater than 12 feet below the design normal water level, please provide calculations showing the determination of the aerobic depth and demonstrate that the permanent pool, residence time, and mean depth requirements are met based on the volume of the aerobic zone. [62-330.301(1)(e), (i), F.A.C.; 8.8, A.H. Volume II]
  11. The project is located within the watershed of the segment of the Intracoastal Waterway identified as Palm Coast (WBID 2363J), which is impaired for nutrients. Please address the following for the submitted BMP Trains model:
    - a. The model includes user defined values for the nitrogen and phosphorus event mean concentrations (EMCs). Please demonstrate how those values were determined, any provide any maps/aerials showing land use and associated areas and calculations for weighted/user-defined values for each catchment as applicable.
    - b. Please provide breakdown of impervious and DCIA for each catchment to show how the percent DCIA and non-DCIA curve number was calculated for each catchment. Provide a summary as used in the model.
    - c. The model does not account for the existing treatment systems that serve the existing site (pre-condition catchments). If the pre-condition information is based

on the existing/current site conditions, please provide a model that accounts for the existing treatment systems for the comparison of pre- versus post-development nutrient discharges.

- d. The model includes a littoral zone efficiency credit for each the wet detention ponds serving the post-development condition. Please provide revised plans that demonstrate the littoral zones are designed to meet the littoral zone design criteria in section 8.6, A.H. Volume II (2018).
- e. Please ensure that the permanent pool volume considered in the model does not result in an annual residence time that exceed 200 days.

Please provide any revised plans and calculations as appropriate to demonstrate that the project will provide a net reduction in the nutrient load discharged. [62-330.301(1)(e), (i), F.A.C.; 2.2, A.H. Volume II]

As noted above, significant amendments to the statewide environmental resource permit (SWERP) rules became effective on June 28, 2024, and the applicant will need to demonstrate compliance with the amended rule criteria (to the extent applicable). The amendment to the Water Quality Nutrient Removal Performance criteria (Sections 8 and 9, A.H. Volume I) will not apply until December 28, 2025. If this application is completed before this time, you may continue to use and rely on the presumptive performance-based criteria (best management practices) in Parts II, IV and V of the June 1, 2018, A.H. Volume II to demonstrate compliance with the water quality criteria in rule 62-330.301(1)(e), F.A.C.

Please note per District rules, you have 90 days to respond to this RAI letter. An automated courtesy reminder email will be sent to you on day 80 if you have not yet submitted a formal response to this RAI letter.

Please be aware, suggestions or other direction provided by District staff are offered to assist applicants in complying with District rules. However, applicants bear the burden of demonstrating that their application meets the applicable rule requirements. Although District staff may provide suggestions to applicants that would allow staff to recommend approval of an application to the District's Executive Director or delegatee, the final decision regarding the approval of a permit application is up to the District's Executive Director or delegatee. If an application is recommended for substantive denial, the application will be scheduled for consideration by the District's Governing Board. Applicants are hereby advised the Governing Board and the Executive Director or delegatee are not bound by previous statements or recommendations of District staff regarding an application.

If the applicant desires to dispute the necessity for any information requested on an application form or in a letter requesting additional information, he or she may, pursuant to section 373.4141, F.S. and section 5.5.3.6, Environmental Resource Permit Applicant's Handbook Volume I (ERP A.H. Volume I) request that District staff process the application without the requested information. If the applicant is then unsatisfied with the District's decision regarding issuance or denial of the application, the applicant may request a section 120.569, F.S. hearing pursuant to chapter 28-106 and rule 40C-1.1007, F.A.C.

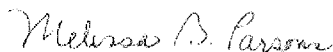
Please be advised that under section 5.5.3.5, ERP A.H. Volume I, the applicant has 90 days from the date the District makes a timely request for additional information to submit that information to the District. If an applicant requires more than 90 days to respond, it must notify the District in writing of the circumstances, at which time the application shall remain in active

status for one additional period of up to 90 days. The District will grant additional extensions for good cause shown by the applicant. A showing that the applicant is making a diligent effort to obtain the requested additional information, and that the additional time period is both reasonable and necessary to supply the information will be considered good cause. In such case, the District will grant a specified amount of additional time.

If the applicant chooses not to, or is unable to, respond to the request for additional information within the above time frames, the application will be administratively denied. An administrative denial is not a determination of the merit of an application and does not preclude the applicant from reapplying at a later time. However, the applicant will not receive a refund of processing fees submitted, and the District will not apply those processing fees to a subsequently submitted permit application or notice. If an applicant cannot provide the information within the applicable time frames, the applicant may wish to withdraw the application in accordance with section 5.5.3.7, ERP A.H. Volume I. Please note, pursuant to Rule 62-330.020(2), F.A.C., no construction may begin on the proposed project until a permit is issued by the District.

If you have any questions, please contact Melissa Parsons, at (386) 329-4830 or by e-mail: MParsons@sjrwmd.com and Bridget Strejc, at (386) 329-4250 or by e-mail: BASTrejc@sjrwmd.com.

Sincerely,



Melissa B. Parsons, P.E.  
Supervising Professional Engineer  
Division of Regulatory Services



Bridget Strejc  
Regulatory Scientist I  
Division of Regulatory Services

CC: Regulatory File

Colin T. Miller  
McKim & Creed, Inc.  
*Sent via Email:* cmiller@mckimcreed.com

Dale Martin  
City of Flagler Beach  
*Sent via Email:* dmartin@cityofflaglerbeach.com

Marvin Brown  
Universal Engineering Services  
*Sent via Email:* mbrown1@teamues.com

Regina Brachna  
McKim & Creed  
*Sent via Email:* rbrachna@mckimcreed.com



# St. Johns River Water Management District

Michael A. Register, P.E., Executive Director

4049 Reid Street • P.O. Box 1429 • Palatka, FL 32178-1429 • 386-329-4500 • www.sjrwmd.com

March 07, 2025

Jeff Ryan  
Ocean Palms Golf Club LLC  
12 Bishop Ln  
Palm Coast, FL 32137-9301

SUBJECT: 81813-6  
Ocean Palm Golf Course Club House & Parking Lot Renovation

Dear Sir/Madam:

Enclosed is your individual permit issued by the St. Johns River Water Management District on March 07, 2025. This permit is a legal document and should be kept with your other important documents. Permit issuance does not relieve you from the responsibility of obtaining any necessary permits from any federal, state, or local agencies for your project.

**Technical Staff Report:**

If you wish to receive a copy of a Technical Staff Report (TSR) that provides the District staff's analysis of the permit application, go to our ePermit portal on the District's website at <https://permitting.sjrwmd.com/ep/#/ep>, and then click on "Regulatory Search" from the Search option on the blue bar. From the search page, enter the Application/Permit #, and the Sequence # in the appropriate boxes and then click on Search. Click on the application/permit number hyperlink, to take you to a listing of all documents, including the TSR, for this permit.

**Noticing Your Permit:**

For noticing instructions, please refer to the noticing materials in this package regarding closing the point of entry for someone to challenge the issuance of your permit. Please note that if a timely petition for administrative hearing is filed, your permit will become non-final and any activities that you choose to undertake pursuant to your permit will be at your own risk. Please refer to the attached Notice of Rights to determine any legal rights you may have concerning the District's agency action.

**Compliance with Permit Conditions:**

To submit your required permit compliance information, go to our ePermit portal on the District's website at <https://permitting.sjrwmd.com/ep/#/ep>. Once you have logged in to your account go to the "Processed Applications" panel and click on the hyperlink in the "Items Due" column. If you don't see your permit on this panel, you can add it as a "Favorite" by clicking on the "Favorite" icon at the top of the dashboard. This hyperlink will take you to a list of pending submittals due, and choose the appropriate submittal and click on the "Edit" icon to add necessary documents or information, and then submit. You can also submit this compliance data from the "Services" menu after logging in to your account. You will find the link under "Miscellaneous" services

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Ryan Atwood  
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Doug Bournique  
VERO BEACH

Douglas Burnett  
ST. AUGUSTINE

Ron Howse  
COCOA

Janet Price  
FERNANDINA BEACH

E-6

menu. The associated compliance forms to comply with your permit conditions are available at <https://www.sjrwmd.com/documents/permitting/>.

**Transferring Your Permit:**

Your permit requires you to notify the District within 30 days of any change in ownership or control of the project or activity covered by the permit, or within 30 days of any change in ownership or control of the real property on which the permitted project or activity is located or occurs. You will need to provide the District with the information specified in rule 62-330.340, Florida Administrative Code (F.A.C.). Generally, this will require you to complete and submit Form 62-330.340(1), "Request to Transfer Permit," available at <https://www.sjrwmd.com/documents/permitting/>. You can apply for a permit transfer on our the District's ePermit portal at <https://permitting.sjrwmd.com/ep/#/ep>. Once you have logged in, click on "Transfer Request" from the "SWERP/ERP Applications" Services menu.

Thank you and please let us know if you have additional questions. For general questions contact [e-permit@sjrwmd.com](mailto:e-permit@sjrwmd.com) or (386) 329-4570.

Sincerely,



Jeff Prather, Division Director  
Division of Regulatory Services  
St. Johns River Water Management District  
2501 S. Binion Rd  
Apopka, FL 32703  
321-676-6609

Enclosures: Permit  
Notice of Rights  
List of Newspapers for Publication

cc: District Permit File

Regina Brachna  
McKim & Creed  
3903 Northdale Blvd  
Ste 115e  
Tampa, FL 33624-1891

Dale Martin  
City of Flagler Beach  
PO Box 70  
Flagler Beach, FL 32136-0070

**EXHIBIT F**

**EXHIBIT F**

# **REAL ESTATE APPRAISAL REPORT**

*Flagler Beach Golf Course Site*



3600 S. Central Avenue  
Flagler Beach, Florida 32136

**VALUATION DATE**  
January 9, 2025

**PREPARED FOR**  
Mr. Dale L. Martin  
City Manager  
City of Flagler Beach  
105 S. 2nd Street  
Flagler Beach, FL 32136  
Client File: None

**PREPARED BY**  
COOKSEY & ASSOCIATES, INC.

T. James Cooksey, MAI, CCIM  
State-Certified General Real Estate Appraiser  
RZ343

File Number: 10060



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1230 N. U.S. Highway 1, Suite 28 • Ormond Beach, FL 32174

Fax: 386.254.6992

January 16, 2025

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

Re: Appraisal Report, Real Estate Valuation  
*Flagler Beach Golf Course Site*  
3600 S. Central Avenue  
Flagler Beach, Florida 32136  
File Number: 10060

Dear Mr. Martin:

At your request, I have prepared the following appraisal report which is a summary of the analysis applied to develop an opinion of market value for the referenced property. This report has been prepared in accordance with Uniform Standards of Professional Practice (USPAP) Standards Rule 2-2(a) and is intended to conform to the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

The purpose of this appraisal is to form an "As Is" Market Value opinion of the Fee Simple interest under market conditions prevailing as of January 9, 2025, the date of the most recent inspection of the subject.

The appraisal concerns 36.88 acres comprising the Ocean Palm Golf Club. The course is in poor condition with new management having recently taken over and planning a major renovation of the course. The property would be sold with a deed restriction for golf related recreational uses.

I have prepared an appropriate scope of work to provide for a credible value result. The scope included: **1)** An interior and exterior inspection of the subject property was made, and photographs taken.; **2)** An analysis of current economic factors as they pertain to the subject property type; **3)** Collection, verification and analysis of land sales **4)** and development of the sales comparison approach to value.

Your attention is directed to the Limiting Conditions and Assumptions section of this report (page 6). Acceptance of this report constitutes an agreement with these conditions and assumptions.

Based on the valuation analysis in the accompanying report, and subject to the definitions, assumptions and limiting conditions expressed in the report my opinion of the "As Is" Market Value of the subject property as of January 9, 2025, is:

Eight Hundred Ten Thousand Dollars

\$810,000

Respectfully submitted,  
Cooksey & Associates, Inc.

T. James Cooksey, MAI, CCIM  
State-Certified General Real Estate Appraiser  
RZ343

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**APPRAISAL REPORT**



**OCEAN PALM GOLF CLUB  
3600 S. CENTRAL AVE.  
FLAGLER BEACH, FL 32136**

**PREPARED FOR**

**MR. DALE L. MARTIN  
CITY MANAGER  
105 S. 2<sup>ND</sup> STREET  
FLAGLER BEACH, FL 32136**

**AS OF**

**MARCH 10, 2025**



**HEFFINGTON ASSOCIATES**

911 BEVILLE ROAD, STE. 8 / DAYTONA BEACH, FL 32119 / (386) 760-7601 / FAX (386) 760-5161



**HEFFINGTON ASSOCIATES, LLC**

911 BEVILLE ROAD, STE. 8 / DAYTONA BEACH, FL 32119 / (386) 760-7601 / FAX (386) 760-5161

---

March 12, 2025

Mr. Dale L. Martin  
City Manager  
105 S. 2<sup>nd</sup> Street  
Flagler Beach, FL 32136

RE: Ocean Palm Golf Club  
3600 S. Central Ave  
Flagler Beach, FL 32136

Dear Mr. Martin:

In accordance with your request, I hereby submit an "appraisal report" on the above referenced parcel. The intended use of this appraisal was to provide an opinion of the market value to assist in potential sale negotiations. The intended user is the City of Flagler Beach, c/o Mr. Dale L. Martin. The date of valuation is March 10, 2025. This property is appraised as a fee simple estate, subject to typical mortgage loan encumbrances and utility easements

It should be noted that this appraisal assignment was not made, nor was the appraisal rendered on the basis of a requested minimum valuation or specific valuation.

After careful investigation, it is my opinion that the Market Value of the subject property, as of March 10, 2025, was:

**SEVEN HUNDRED NINETY-FOUR THOUSAND DOLLARS**

**(\$794,000)**

The supporting data and the analyses and conclusions upon which this opinion of value is based are contained in the attached narrative appraisal report. Included in this report and addenda are pertinent exhibits such as maps and drawings.

The valuation analyses contained herein are intended to adhere to the Uniform Standards of Professional Appraisal Practice (USPAP) adopted by the Appraisal Standards Board of the Appraisal Foundation. Furthermore, the appraiser has complied with the competency provision under the USPAP.

---

R. TODD HEFFINGTON, MAI  
CERT GEN RZ2368



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Mr. Dale Martin  
March 12, 2025  
Page Two

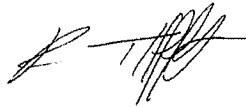
This value opinion is predicated on the assumption that there are no materials on, or in, the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them.

The Appraisal Institute conducts a program of continuing education for its designated members. Those members who meet the minimum standards of this program are awarded periodic educational certification. I am currently certified under the program.\*

Should you have any questions concerning this report, please do not hesitate to contact this office.

Respectfully submitted,

HEFFINGTON & ASSOCIATES



---

\*R. Todd Heffington, MAI  
Cert Gen RZ2368

RTH/Enclosures

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## ADDENDUM

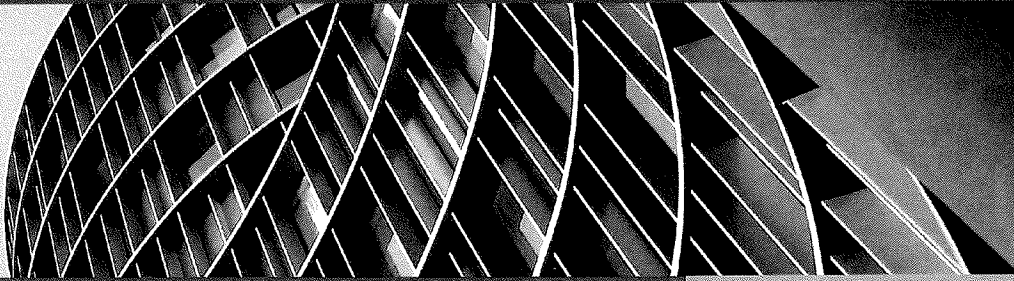
ZONING MAP

FUTURE LAND USE MAP

FLOOD ZONE MAP

SOILS MAP

QUALIFICATIONS OF THE APPRAISER



**The insight you need. The independence you trust.**

**Ocean Palm Golf Club**

3600 South Central Avenue  
Flagler Beach, Florida 32136-4162

BBG File #0125001213

*Prepared For*

Mr. Dale L. Martin  
City of Flagler Beach  
105 South 2nd Street  
Flagler Beach, FL 32136-3672

*Report Date*

April 22, 2025

*Prepared By*

BBG, Inc., Ponte Vedra Beach Office  
13000 Sawgrass Village Circle, Building 2, Suite 8  
Ponte Vedra Beach, FL 32082  
813-327-4100

Client Manager: Eric Hoening, MAI  
ehoening@bbgres.com

*BBG Website*

[bbgres.com](http://bbgres.com)



April 22, 2025

Mr. Dale L. Martin  
City of Flagler Beach  
105 South 2nd Street  
Flagler Beach, FL 32136-3672

Re: Appraisal of Real Property  
**Ocean Palm Golf Club**  
3600 South Central Avenue  
Flagler Beach, Florida 32136-4162  
**BBG File #0125001213**

In accordance with your authorization (per the engagement letter found in the *Addenda* of this report), an Appraisal Report of the above-referenced property has been prepared.

The subject is a nine-hole golf course located on the west side of South Central Avenue in Flagler Beach, Florida. The property is owned by the City of Flagler Beach and is leased to an operator who runs the golf course. The site area is 36.88± acres zoned REC, Recreation and MDR, Medium Density Residential. The city and lessee are in discussions of a potential sale of the property to the lessee, which would include a deed restriction limiting the property to use as a golf course in perpetuity.

This Appraisal Report was prepared to conform with the requirements of the Uniform Standards of Professional Appraisal Practice (USPAP). This report has been written in accordance with the Code of Ethics and the Standards of Professional Practice of the Appraisal Institute. This report is intended to be used by the intended user(s) named herein; no other party may rely upon the opinions presented in this report.

**EXTRAORDINARY ASSUMPTION(S) AND HYPOTHETICAL CONDITION(S)**

The values presented within this appraisal report are subject to the extraordinary assumptions and hypothetical conditions listed below. Pursuant to the requirement within Uniform Standards of Professional Appraisal Practice Standards, it is stated here that the use of any extraordinary assumptions and/or hypothetical conditions might have affected the

**Extraordinary Assumption(s)** This appraisal employs no extraordinary assumptions.

**Hypothetical Condition(s)** This appraisal employs no hypothetical conditions.

Based on the analysis undertaken, the following value opinion(s) have been developed.

**MARKET VALUE CONCLUSION**

Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
Market Value - As Is	Fee Simple	February 7, 2025	\$800,000

This letter must remain attached to the report, which should be transmitted in its entirety, in order for the value opinion(s) set forth above to be relied upon by the intended user(s).

April 22, 2025

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BBG, Inc. appreciates the opportunity to have performed this appraisal assignment on your behalf. If we may be of further service, please contact the Client Manager.

Sincerely,



Eric Hoening, MAI  
State-Certified General Real Estate Appraiser  
RZ2406  
813-327-4101  
ehoening@bbgres.com



Drake DeRango  
State-Certified General Real Estate Appraiser  
RZ4058  
407-590-2212  
dderango@bbgres.com

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