

Prepared By:
Sean S. Moylan, Esq.
Flagler County Attorney's Office
1769 E. Moody Blvd., Bldg. 2
Bunnell, FL 32110

FLAGLER COUNTY CAPITAL PROJECT FUNDING PROGRAM AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into by and between Flagler County, a political subdivision of the State of Florida (“County”) and the City of Flagler Beach, a municipal corporation of the State of Florida (“Grantee”).

WHEREAS, in accordance with Chapter 19, Article III, Section 19-48, Flagler County Code, and Section 125.0104(5), Florida Statutes, the County is authorized to utilize tourist development tax revenues to fund statutorily eligible capital projects; and

WHEREAS, in order to equitably and consistently evaluate capital project funding requests in accordance with the County’s policy objectives, the County adopted Capital Project Funding Program Guidelines (“Guidelines”), incorporated herein by reference, which establish the requisite criteria and documentation to be submitted by capital funding applicants; and

WHEREAS, the Grantee submitted an application for capital project funding dated June 7, 2024, to assist in the construction of a facility, as more particularly described herein, that enhances the profile of, and promotes tourism in, Flagler County (the “Project”); and

WHEREAS, the Grantee’s complete application is on file with the County’s Tourism Development Office (“TDO”) and is incorporated herein by reference; a portion of the application is attached hereto as Exhibit A; the deliverables and representations of the Grantee in the application represent a material inducement upon which the County relies; and

WHEREAS, after due consideration of the recommendation of the Flagler County Tourist Development Council, an advisory council of the Board of County Commissioners (“FCBOCC”) composed of elected officials and residents involved in the tourism industry established by Flagler County Code Section 19-49, the FCBOCC finds that the Project is consistent with the policies and objectives of the County’s Capital Project Funding Program and agrees to provide the Grantee with funding for the Project, in the amount identified in Section 11(A) below, and in accordance with the terms and conditions described herein.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises contained herein, the parties agree as follows:

- 1. RECITALS.** The above recitals are true and correct and are adopted as an integral part of this Agreement.

2. **TERM.** The term of this Agreement shall commence upon the complete execution of this Agreement by the parties hereto and, unless terminated earlier in accordance with Section 16 herein, shall continue in full force and effect until Grantee:
 - (a) Completes construction, and opens to the public, Phase 1 and Phase 2 of the Project; and
 - (b) Complies with the terms and conditions of this Agreement including by furnishing the County reports in accordance with Sections 8 and 9 of this Agreement.

Notwithstanding the foregoing, Sections 3, 14, 15, 17(k) and 17(l) shall survive the expiration or earlier termination of this Agreement.

3. **INTEREST IN LAND.** Grantee acknowledges and warrants that it will maintain for a period of fifty (50) years from the date of Project completion either fee simple ownership or a leasehold interest in the lands on which the Project will be constructed: Parcel ID Numbers 12-12-31-4500-0070-0250, 12-12-31-4500-00710-0290, and 12-12-31-4500-00710-0270. Failure to maintain such land interests will require the Grantee to return the grant funds to the County in full. This Agreement shall be recorded in the Official Records of Flagler County.
4. **DILIGENCE.** This is a reimbursement grant. Grant funds will be provided to the Grantee after the completion of the Project in accordance with the terms and conditions herein. The Grantee will manage, supervise, oversee, pay all costs and expenses related to, and be solely responsible for completing, the Project, including but not limited to, securing all permits and approvals required for the Project and contracting and/or subcontracting with all third parties necessary to complete the Project.
5. **QUARTERLY PROJECT STATUS REPORTS.** Grantee will submit Quarterly Project Status Reports, containing a brief summary on the status of the Project including planning and construction related activities, to the Tourism Development Office (“TDO”) Director. The form of the Quarterly Project Status Reports is attached hereto as Exhibit B and is incorporated herein. The reports are due on the 1st day of each calendar quarter (January 1st, April 1st, July 1st, and October 1st) upon execution of this Agreement and during the pendency of the Project unless otherwise directed in writing by the TDO Director. The TDO Director will include the reports in the meeting materials of the Flagler County Tourist Development Council.
6. **PROJECT DESCRIPTION & COMMITMENTS.** The Project is entitled, “Flagler Beachwalk,” and consists of two (2) phases that were approved based on the following description and commitments that were provided in the Grantee’s application. A summary page was submitted as a part of the final approval package by the FCBOCC and attached hereto as Exhibit C and incorporated herein.

Phase 1- Building Expansion

- Improvements and expansion of public restrooms
- Renovated commercial space
- Renovated studio for local radio station
- Wall space dedicated to educational and cultural displays
- Space for informational kiosks and promotional material for tourist activities and events. (*Informational fixtures & kiosk will be provided by the city and not as an additional cost by the county*)

Phase 2- The Promenade

- The promenade will consist of a 4,200 sq. ft. deck for events hosting 300-400 people. This would be available to rent.

As a part of the approved application, the Grantee has committed to the following items to ensure ongoing marketing/promotion and annual maintenance for upkeep towards the project:

- Recruit and retain a marketing professional to develop a Beachwalk marketing plan, and create new promotional materials, including videos, brochures, and digital media beginning at least three months before the dedication of the Flagler Beachwalk (Phases 1 and 2).
- Ongoing maintenance will be appropriated each year in the annual budget. During the construction phases, City staff will develop special events and maintenance policies and procedures to be implemented by October 2025. Funding for maintenance and sustainability will be generated from rental revenue generated from the facility, other Pier-related revenues (rent), and other non-ad valorem revenues.

7. **PROJECT COMPLETION.** The Flagler Beach Beachwalk Phase 1 and Phase 2 must complete construction and be open to the public by July 30, 2026.

8. **PROJECT COMPLETION REPORT.** Within ninety (90) days of the completion of the Flagler Beachwalk Phase 1 and Phase 2, the Grantee must submit to the County a Project Completion Report. The Project Completion Report must contain at a minimum the following elements:

- Brief narrative summary of the successful completion of the Project.
- Evaluation of economic impact the Project has initially had on Flagler County.
- Financial statement listing all revenues received and expenses paid in the course of the development and completion of the Project, clearly identifying how the funds were used.
- Photographs or video of the Project and any related events, including time lapsed images of the construction.

- Samples of flyers, advertisements, brochures, or other marketing efforts utilized to attract tourists to the Flagler Beach Beachwalk. This may include a list of radio stations, magazines, or other media utilized to promote the Project and/or related events.
- If any events have been held at the Project after completion of the Project and prior to submission of the Project Completion Report, the report should also include:
 - (a) Results of visitor surveys to capture the number of attendees and to determine whether the attendees visited any local attractions, restaurants, or tourism businesses;
 - (b) Final documented numbers of attendees or, if unable to provide actual numbers, the estimated number of attendees; and
 - (c) If applicable, the number of overnight stays from local hotels that housed the attendees. For events that required registration, the Grantee will make available to registrants a list of County lodging establishments and encourage overnight stays. After the event, Grantee must request that the hotel provide information regarding the number of overnight stays resulting from the event and include proof of same in the Project Completion Report.

9. PROJECT IMPACT REPORTS. For three (3) years following completion of the Flagler Beachwalk, Grantee shall provide the TDO with semi-annual reports detailing the events that have taken place as a result of the completion of the Project (Project Impact Report). The Project Impact Reports shall be submitted no later than January 30th and July 15th of each calendar year and shall include survey results from the attendees of the events at the Project site. These surveys shall at a minimum provide information pertaining to the number of persons attending the event and the number of nights stayed if applicable.

10. INSURANCE. Upon completion of the Flagler Beachwalk, the Grantee will secure and maintain property insurance on a replacement cost basis, with limits of at least ninety (90) percent of the replacement cost value to cover perils including, but not limited to, fire, explosion, windstorm, and flood. The County shall be listed as a loss payee as the County's interest may appear. In the event of an insurable loss to the Project for which the Grantee uses insurance funds to rebuild the Project, the County shall surrender any insurance proceeds and/or loss payee rights to the Grantee. However, if the Grantee does not rebuild the Project, the County shall be afforded the benefits of the insurance proceeds as the County's interests may appear, but in no event less than the amount paid to Grantee under this Agreement. A certificate of evidence of property insurance shall be sent to the Flagler County Risk Manager, 1769 E. Moody Blvd., Bldg. 2, Bunnell, FL 32110 prior to disbursement of funds hereunder and annually thereafter.

11. REIMBURSEMENT AND MATCHING FUNDS.

(A) The County agrees to reimburse Grantee up to **Seven Hundred Forty-five Thousand Three Hundred Seventy-Two Dollars and Zero Cents (\$745,372.00)** for eligible Project expenditures, subject to the terms and conditions herein. Eligible expenditures include

costs incurred subsequent to the Flagler County Commission's approval of this Agreement to acquire, construct, extend, enlarge, remodel, repair, or improve the capital Project. The County shall be the final authority on eligibility for reimbursement under this Agreement.

(B) The County's contributions toward the Project shall in no event exceed the amount agreed to herein, and any and all excess Project costs are the sole responsibility of the Grantee. The County will not submit payments to third parties.

(C) Prior to requesting reimbursement, Grantee must expend on the Project an amount equal to or greater than the amount being requested pursuant to this Agreement. These cash matching funds must be derived from the Grantee and may not include any grant proceeds from any local or State government or agencies.

(D) To request reimbursement of eligible expenditures pursuant to this Agreement, Grantee must submit a signed Reimbursement Request Form, attached hereto as Exhibit D, within sixty (60) days of completion of the Project. The Grantee must attach to the Reimbursement Request Form all paid invoices, cancelled checks, or other information to substantiate reimbursable expenditures and payment of matching funds to the satisfaction of the TDO Director. After the County verifies that matching funds have been paid and the eligibility of reimbursable costs, the County will send the payment to the Grantee at the address in Section 17(B) below. The County will make such payments to the Grantee in accordance with the Florida Local Government Prompt Payment Act.

12. RIBBON CUTTING EVENT. Grantee will invite all members of the Flagler County Tourist Development Council, the County Commission, and all employees of the TDO to any special opening ceremony for the Project.

13. ACKNOWLEDGMENT.

(A) Grantee must acknowledge the Flagler County Commission and the TDO in all media related to or events conducted at the Project site, including digital communications and websites, programs, and publications. Acknowledgement will include the TDO logo and web address in a size that is legible along with the following statement: "This project was funded in part by the Flagler County Commission Tourism Development Office." Prior approval of the TDO is required to change the wording of the acknowledgement.

(B) Grantee must also include an acknowledgement of Flagler County Commission and TDO on any signage on the Project site. Such acknowledgement must be commensurate with the recognition provided to other contributors and sponsors of the Project.

14. INDEMNIFICATION AND SOVEREIGN IMMUNITY.

(A) Grantee shall, to the extent permitted by Section 768.28, Florida Statutes, protect, defend, indemnify, pay the cost of defense, and hold harmless the County, its agents, elected officials and employees from all damages, suits, actions or claims of any character

brought on account of any injuries or damages received or sustained by any person or property, or in any way relating to or arising from the construction and operation of the Project or use of the Project site or in any way arising out of the Grantee's performance under this Agreement.

(B) The Grantee and County expressly retain all rights, benefits, and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes, or its successor. Notwithstanding anything set forth in this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity or waiver of the limits of liability. Liability of the Grantee and County for damages shall not exceed the statutory limits of liability, regardless of the number or nature of any claim which may arise, including but not limited to, a claim sounding in tort, equity, or contract. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the Grantee or County which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

15. PUBLIC RECORDS AND RIGHT TO AUDIT.

(A) Grantee acknowledges that the County is a political subdivision of the State of Florida and that this Agreement and any documents made or received by the Grantee and County in its performance of this Agreement are public records subject to disclosure to anyone upon request in accordance with Chapter 119, Florida Statutes. Grantee will cooperate with the County and make available any public records in fulfilling such requests.

(B) All of the Grantee's records related to this Agreement shall be open to inspection and subject to reproduction by the County during normal working hours to the extent necessary to permit adequate evaluation and verification of any invoices for payment, or claims, submitted by the Grantee pursuant to the execution of this Agreement. Such records shall include, but not be limited to, accounting records, written policies and procedures, subcontractor files, original estimates, estimating worksheets, correspondence, change order files (including the documentation of negotiated settlements), any supporting evidence necessary to substantiate charges related to this Agreement.

(C) For purposes of such audits, inspections, and evaluations, the County shall have access to such records from the effective date of this Agreement until thirty-six (36) months after the date of final payment by the County to the Grantee for performance under this Agreement. The Grantee agrees to maintain such records in safe, dry storage until the end of this time period.

16. DEFAULTS AND REMEDIES.

(A) Each of the following shall constitute an event of default (each, an "Event of Default"):

1. A breach by the Grantee of any term, covenant, obligation or agreement under this Agreement, and the continuance of such breach for a period of thirty (30) days after written notice thereof shall have been given to the Grantee.

2. Grantee voluntarily filing of or consent to a petition under bankruptcy, insolvency, or reorganization law, failure to secure the dismissal of an involuntary bankruptcy petition within sixty (60) days of filing, or a determination by a court of competent jurisdiction that Grantee is insolvent and unable to pay its debts when due.
3. A reimbursement request containing a material misrepresentation.
4. Grantee having ceased operations of the Project during the term of this Agreement for a period of 120 days or longer or failure to keep the Project site open to the public and for special events for a period of 120 days or longer.
5. Grantee's failure to pay taxes or assessments due on the Project site and/or facilities, if any.

(B) Upon or at any time after the occurrence of an Event of Default which has not been cured if authorized herein:

1. The County may withhold, temporarily or permanently, any or all unpaid portion of the Project reimbursements and/or may terminate this Agreement by giving seven (7) calendar days' notice to the Grantee. The County shall then have no further funding obligation under this Agreement.
2. Failure to complete the construction and close out the applicable permit for any portion of the Project facility will result in the forfeiting by the Grantee of the right to grant funding in an amount equivalent to the portion of the facility that was not completed. Such amount will be in the sole discretion of the County.
3. If the Grantee fails to meet any deadlines imposed under this Agreement, the County may terminate this Agreement or bring the matter to the Tourist Development Council for recommendation of action or remedy to the County Commission.
3. If the County has paid any Project reimbursements, the Grantee shall repay to the County all Project reimbursement funds received by it for the Project within forty-five (45) days of demand therefor.
3. The County may also exercise any right, power, or remedy as provided in law or equity pursuant to Florida law.

(C) The remedies available to the County pursuant to this Agreement are cumulative and not mutually exclusive and are in the sole discretion of the County. In addition, no consent or waiver, express or implied, by the County to or of any breach or default by the Grantee in the performance of its obligations under this Agreement shall constitute a consent or waiver of any similar breach or default by the Grantee. The failure of the County to complain of any act or omission to act by the Grantee or to declare the Grantee in default, irrespective of how long such failure continues, shall not constitute a waiver by the County of its rights under this Agreement.

17. MISCELLANEOUS.

(A) COMPLIANCE WITH LAWS. In carrying out its obligations under this Agreement, the Grantee shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations.

(B) NOTICES. All notices, demands, requests for approvals and other communications which are required to be given by either party shall be in writing and shall be deemed given and delivered on the date delivered in person to the authorized representative of the recipient provided below, via hand delivery, a reputable overnight courier, or via certified U.S. mail, postage prepaid, return receipt requested:

TO THE COUNTY:

Flagler County
Director, Tourism Development Office
102 Airport Road, Ste. 3
Palm Coast, FL 32164

TO THE GRANTEE:

City of Flagler Beach
Attn.: City Manager
105 South Second Street
Flagler Beach, FL 32136

(C) GOVERNING LAW AND VENUE. This Agreement shall be construed in accordance with the Laws of the State of Florida without regard to its conflict of laws provisions. Venue for any dispute arising out of this Agreement shall be in the Seventh Judicial Circuit in and for Flagler County, Florida. Each party waives any defense, whether asserted by motion or pleading, that the aforementioned courts are an improper venue or inconvenient forum. The parties consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to such jurisdiction. The parties waive the right to trial by jury in any litigation.

(D) HEADINGS. The paragraph headings are inserted herein for convenience and reference only and in no way define, limit, or otherwise describe the scope or intent of any provisions hereof.

(E) SEVERABILITY. Should any paragraph or portion of any paragraph of this Agreement be rendered void, invalid, or unenforceable by any court of law for any reason, such determination shall not render void, invalid, or unenforceable any other paragraph or portion of this Agreement.

(F) INTEGRATION AND MODIFICATION. This Agreement constitutes the entire understanding between the parties, and supersedes all prior agreements and understandings, whether written or oral, between the parties with respect to the subject matter hereof. No change will be valid unless made by supplemental written agreement executed by the parties.

(G) NO CONSTRUCTION AGAINST PREPARER OF AGREEMENT. This Agreement has been prepared by the County and reviewed by the Grantee and Grantee's professional advisors. The County and the Grantee and its professional advisors believe that this Agreement expresses their understanding and that it should not be interpreted in favor of or against either party merely because of their efforts in preparing it.

(H) NO THIRD PARTY BENEFICIARY. Persons not a party to this Agreement may not claim any benefit hereunder or as a third party beneficiary hereto.

(I) INDEPENDENT CAPACITY. The parties agree that the Grantee, its officers, agent, and employees, in performance of this Agreement, will act in the capacity of an independent contractor and not as a joint venture or as an officer, employee, or agent of the County. The Grantee agrees to take such steps as may be necessary to ensure that any third party which Grantee contracts with will be deemed to be an independent contractor and will not be considered or permitted to be an agent of the County. Moreover, the Grantee has no authority to and shall not pledge the County's credit or make the County a guarantor of payment or surety for any contract, debt, obligation, judgment lien, or any form of indebtedness.

(J) ASSIGNMENT. Neither party to this Agreement may assign any rights or delete any duties under this Agreement without the prior written consent of the other party.

(K) FUNDING OBLIGATION. This Agreement is not a general obligation of the County. The Grantee understands that neither this Agreement nor any representation by any County employee or officer creates any obligation to appropriate or make funds available for the purposes of this Agreement beyond the fiscal year in which this Agreement is executed. No liability shall be incurred by the County beyond the funding budgeted and available for the purposes of this Agreement in the County's fiscal year. If funds are not appropriated by the County for any reason for any or all of this Agreement, the County agrees to notify the Grantee in writing of the failure of this appropriation, and upon receipt of this notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to the County. Notwithstanding the foregoing, the County shall not be prohibited from pledging any legally available Tourist Development Taxes for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the County pursuant to this Agreement.

(L) DAMAGES. In no event shall either party be liable to the other (nor to any person claiming any right, title, or interest derived from, or as a successor to the Agreement) for incidental, consequential, or special damages of any kind, including without limitation, lost profits, or loss of business arising out of this Agreement irrespective of whether the parties have advance notice of the possibility of such damage; provided however, the foregoing limitation does not apply to the indemnification obligations described in this Agreement.

(M) TIME IS OF THE ESSENCE. Time is of the essence for the lawful performance of the duties and obligations contained in this Agreement. The parties covenant and agree that they shall diligently and expeditiously pursue their respective obligations set forth in this Agreement.

(N) FORCE MAJEURE. Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them singularly, is delayed or prevented by a bona fide force majeure. For the purpose of this Agreement, a bona fide force majeure is defined in accordance with the common law of the State of Florida as being an event or circumstance beyond the control and authority and without the fault or negligence of the party seeking relief under this Section. The maximum relief granted to either party under this Section shall be the tolling of time for the duration of the force majeure. A force majeure may be deemed to excuse performance pursuant to this Agreement only to the extent such performance is actually prevented or precluded by such force majeure.

(O) BINDING EFFECT. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

(P) DUE AUTHORITY. Each party represents and warrants to the other party that: (i) it has full right and authority and has obtained all necessary approvals to enter into this Agreement; (ii) the person executing this Agreement is authorized to do so; and (iii) this Agreement constitutes a valid and legally binding obligation of the party, enforceable in accordance with its terms.

[Signature pages to follow.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the dates indicated below.

**FLAGLER COUNTY BOARD OF
COUNTY COMMISSIONERS**

Andrew S. Dance, Chair

Date : _____

1769 E. Moody Blvd., Bldg. 2
Bunnell, FL 32110

ATTEST:

Tom Bexley, Clerk of the Circuit
Court and Comptroller

1769 E. Moody Blvd., Bldg. 1
Bunnell, FL 32110

APPROVED AS TO FORM:

Sean S. Moylan, Deputy County Attorney

[Signature page to follow.]

CITY OF FLAGLER BEACH

Patty King, Mayor

Date: _____

105 S. 2nd St.
Flagler Beach, FL 32136

ATTEST:

Penny Overstreet, City Clerk

105 S. 2nd St.
Flagler Beach, FL 32136

APPROVED AS TO FORM:

Drew Smith, City Attorney

[Exhibits to follow.]

EXHIBIT A

City of Flagler Beach Capital Grant Application



City of Flagler Beach

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

June 7, 2024

Ms. Amy Lukasik, Executive Director
Flagler County Tourism Development Office
[HAND-DELIVERY AND VIA EMAIL: alukasik@visitflagler.com]

Ms. Lukasik:

On behalf of the Mayor and City Commission of Flagler Beach, I offer the attached documents as a submission to the Flagler County Tourist Development Council's Capital Projects Funding Program.

The City of Flagler Beach seeks funding support for the Flagler Beachwalk, a project to enhance the City's icon A-frame Pier structure. In summary, the project renovates and expands the current service structures at the Pier's entry, adds an open-deck oceanfront platform for gathering and event space, and rebuilds and extends the northern and southern boardwalks from the Pier.

When combined with the renourished beaches and the reconstructed Pier, downtown Flagler Beach will increase its viability as a key tourism site in Flagler County. As evidenced in a number of Tourist Development Office productions, the Flagler Pier is a recognized component of County tourism efforts. The Flagler Beachwalk will build upon that historic familiarity.

I look forward to discussing the project with you in greater detail when appropriate.

Again, on behalf of Flagler Beach officials, thank you for your consideration of the Flagler Beachwalk.

Sincerely,

A handwritten signature in blue ink, appearing to read "Dale L. Martin".

Dale L. Martin
City Manager

Attachment: Flagler County Tourist Development Council Capital Project Funding Application

Cc: City Commission
P. Overstreet, City Clerk

Table of Contents

1. Narrative
2. Application
3. Attachment A: Application Questions
4. Additional Documents
 - a. Moffatt and Nichol Flagler Beachwalk Basis of Concept
 - b. Flagler Beachwalk Marketing Plan
 - c. Letters of Support
 - d. Images of Flagler County Tourist Development Office use of Pier in marketing

Introduction/Background

The City of Flagler Beach and Flagler County's most important asset and attractive feature is its beaches, with stunning coastal views and vibrant local culture. The pristine, uninterrupted stretch of beach along A1A is not just a natural treasure but the heart of the community and its economy. There are fifty-two dune walkovers, over a half-mile of boardwalk, and the historic Flagler Beach Pier with an iconic A-shaped frame. These features are prominently highlighted in the county's tourism marketing efforts, underscoring their significance. The Pier, located in downtown Flagler Beach, serves as a vital hub for both tourist and residents. At its entrance, the service building houses essential amenities, including public restrooms. Despite the Pier's temporary closure due to natural disasters like Hurricanes Matthew and Ian, the service building remains operational, providing a crucial touchpoint for visitors and locals alike. Flagler Beach is undergoing a renaissance marked by collaboration between private and public organizations. Key projects include a Pier reconstruction, beach renourishment, the A1A resurfacing, a downtown revitalization effort, and hotel development. This transformative period positions Flagler County to attract visitors and enhance the quality of life for residents.

The County continues to experience rapid growth- ranking as one of the fastest-growing counties in the state- and the city must adapt to meet the increasing demand for high-quality amenities and event spaces. Flagler Beach lacks dedicated event space, a need highlighted by the many inquiries for beach/pier events. In response, the City plans to construct a Beachwalk- a cohesive boardwalk-pier-service building-promenade experience that will enhance the county's appeal as a tourist destination and serve the growing population of county residents.

Proposed Project

The City of Flagler Beach seeks \$745,372 (of \$2,658,600) in funding to support renovations of the service building and construction of the promenade as part of the broader Beachwalk project. Renovations include expanded restrooms, commercial space, a radio station, wall space dedicated to educational and cultural displays, and space for informational kiosks. The promenade will be a 4,200 square-foot open deck overlooking the beaches and Atlantic Ocean. The promenade will significantly boost the county's tourism profile, increase the quality-of-life asset to Flagler County residents, create a distinctive event space for small to medium events and offer a unique promotional opportunity for the Flagler County Tourism Development Office. The larger Flagler Beachwalk project, total cost estimated at \$3.1 million, will later rebuild and extend the boardwalks north and south of the Pier, to create a cohesive, boardwalk-pier-promenade experience- a Flagler Beach experience.

Statement of Need

Flagler Beach is a focal point for both visitors and residents, making it essential to provide a welcoming and functional environment. Current data shows that 40.7% of Flagler Beach boardwalk visitors are travelers who spend an average of 1.07 hours at the waterfront, highlighting the critical role of Flagler Beach in the county's tourism landscape. Of the top ten points of interest in Flagler County, according to Arrivalist (a location intelligence platform utilized by Flagler County) data, Flagler Beach locations make up 13.8% of all visits. The City receives numerous inquiries about hosting events at the beach or Pier, indicating a strong demand for dedicated event space.

The Tourism Development Office's *2020-2022 Strategic Plan* (which, with a picture of the Flagler Beach Pier on its cover, confirms the importance of the Pier as a tourism feature) identified

Destination Development, Visitor Experience, and Organizational Excellence as its Three Pillars. For **Destination Development** (*Become more active and collaborative in advocating for vital destination improvements and enhancements in order to remain competitive and improve quality of place*), Objective A (Increase the Exposure of Eco-Tourism Magnets) lists beaches as a key target. Recommended tactics to achieve Objective A include advocating for future expansions and improvements of key targets. By improving the bathrooms and expanding the service building, the Beachwalk will enhance key target facilities.

Objective B (Improve Destination Signage and Environmental Messaging) recommends tactics, as well. The Beachwalk is indicative of all three recommended tactics, again reinforcing the prominent role that Flagler Beach plays in Flagler County tourism: B1- Partner with the City of Flagler Beach to address aesthetic improvements; B2- Partner with the City of Flagler Beach for possible environmental messaging opportunities; B3- Enhance wayfinding signage throughout the county to create a strong sense of place. The reconstructed Pier and the Beachwalk projects will notably improve the aesthetics of the Flagler Beach waterfront, include several environmental references, and highlight the Pier which defines the Pier as the iconic place-making structure in Flagler County.

Objective D (Enhance Event Facilities) is the principal goal of the Beachwalk, and likely incorporates the recommended tactics to address destination deficiencies, increased visitation, implementation, and group event opportunities.

The second Pillar, **Visitor Experience** (*Cultivate an authentic, positive experience that highlights our values and environmental practices*), seeks to Advance Flagler County's Festival Culture (Objective A). Recommended Tactic A1 seeks to determine “destination-defining events, unique in concept. The restored and renovated Pier, coupled with the proposed Promenade, would be readily available and accessible for events in a unique waterfront setting- unmatched in this region. Other piers and beach or beach-adjacent event spaces, such as those in Volusia County, St. Johns County, and Duval County, have no similar facilities. The Flagler Beachwalk, more specifically the Promenade, would be a stage for destination-defining small to medium events. The Beachwalk would provide a “living laboratory” to showcase the role of beaches and dunes, implementing the recommended tactics to achieve Objective B. With the completion of the Compass Hotel and the Beachwalk, downtown Flagler Beach will be suitably positioned to accomplish Objective C- Target Efforts to Lure Meetings and Sports Events from Sectors and Affinities that mirror the County’s Strengths.

Organizational Excellence (*A commitment to community, excellence, and fiscal responsibility*), the third Pillar, seeks to redefine the scope and funding for grants and capital funding (Objective A). The Beachwalk offers to the Tourist Development Council a project that can set the new standard for future capital efforts. A component of the renovated and expanded building (previously utilized as a Bait Shop) could be re-purposed as a Welcome Center or Tourist Development Organization office, even more prominently demonstrating the role of the Flagler Beach Pier and beaches as a key tourism feature in Flagler County.

Objectives and Capacity

The goal of the renovated service building and Beachwalk project is to enhance Flagler Beach’s tourism profile. The construction of the Beachwalk will be closely monitored and its impact on local tourism will be recorded. Specific outcomes are to improve the visitor experience and quality of life of residents, grow Beachwalk awareness, foster an identity for beach events, and build a

reputation for exceptional maintenance. The City will assess the four areas in part following the completion of the Beachwalk; however, short-term goals (1 year) include:

- Promote construction progress: provide regular (quarterly) updates on the Beachwalk through social media channels and the City's website updates.
- Develop maintenance procedures: standard operating procedures for event facility maintenance will be created to ensure a consistently high-quality environment.
- Update Special Events Policy: The City will reevaluate and implement any necessary updates to the special events policy to better accommodate the new event space and its increased usage.

The vision and success of the Beachwalk will be led by the City of Flagler Beach Mayor and a five-member City Commission. Management of the project will be under the direction of the recently-appointed City Manager (with extensive tourism and community engagement experience from service in Fernandina Beach and Amelia Island) and the roughly one-hundred employees of Flagler Beach. His track record of developing exceptional staff capacity through strategic hiring and nurturing dedicated public servants is a significant asset, including recent additions to the Flagler Beach staff of a Finance Director, a City Engineer, a City Planner, and an Executive Assistant. These new professionals bring decades of experience to manage complex projects such as the many coming to Flagler Beach this year and in the near future.

Activities

The Flagler Beachwalk project will be divided into 3 phases, primarily due to coordination with Pier re-construction. Phase 1 is the renovation and expansion of the Pier's service building. Phase 2 will be the creation of the promenade which will begin construction as soon as Pier construction has been completed. The funding requested from the Tourism Development Office is to support these two phases. The final phase will be boardwalk improvements to create a cohesive path/experience among the north boardwalk, the pier, the promenade, and the south boardwalk. Phase 1 is tentatively scheduled to begin in August, 2025 following design and permitting (the time for which has been conservatively estimated). The proposed schedule for the entire Beachwalk project is included with Additional Documents.

Once construction is completed, the City of Flagler Beach will recruit and retain a marketing professional to develop a Beachwalk marketing plan, implement needed changes to current City efforts, and create new promotional materials, including videos, brochures, and digital media at least three months before the dedication of the Flagler Beachwalk (Phases 1 and 2).

Additional activities will include staff promotion of Flagler County and Tourism Development Office support. Events will be widely-promoted through establishing relationships with local organizations- private, public, and non-profit. Projects and programs (kiosks, wall displays) will be developed to enhance the quality of life, tourism activities, and public education.

City staff (including the marketing professional) will work with Tourism Development Office staff to develop a variety evaluation tools to measure the success of the project after completion and offer annual reports to demonstrate the value of the Beachwalk to Flagler County. It is highly anticipated that the Beachwalk will become and be maintained and promoted as a critical asset to the Flagler Beach community as well as the rest of Flagler County, adding to the iconic history of the Flagler Beach Pier.

SECTION B: APPLICATION

To Be Completed by TDO Staff			
Application Received:	_____	TDO Staff Received:	_____
TDC Approved:	_____	BOCC Ratified:	_____

GENERAL INFORMATION

Organization Legal Name	City of Flagler Beach
Street Address	105 S Second Street
City/State/ZIP	Flagler Beach, Florida 32136
FEIN #	59-6002308
Website	https://www.cityofflaglerbeach.com/
Authorized Agent Name	Dale L. Martin
Title	City Manager
Phone	(386) 517-2000 ext. 222
Email	dmartin@cityofflaglerbeach.com

Capital Project Information:

Project Name/Title:	Flagler Beach Beachwalk
Estimated Project Start Date	August, 2025
Estimated Project Completion Date	July, 2026
Total Estimated Project Cost:	\$ 2,658,600
Total Amount of Funding Requested:	\$ 745,372

APPLICANT INFORMATION

Type of Organization:

- A local government organization located in Flagler County
- An organization that is a not-for-profit and open to the public located in Flagler County. How long in existence? _____

Identify the statutorily eligible Capital Project (per FS125.0104) for which you are applying:
Capital funds will be used for the (check all that apply):

- | | |
|--|---|
| <input type="checkbox"/> Acquisition | <input checked="" type="checkbox"/> Remodel; |
| <input checked="" type="checkbox"/> Construction | <input type="checkbox"/> Repair |
| <input checked="" type="checkbox"/> Extension | <input checked="" type="checkbox"/> Improvement |
| <input checked="" type="checkbox"/> Enlargement | |

Has this organization received Capital Improvement funds from the TDC before?

- No
- If Yes, please provide the total amount received, name of project, year applied, and year project was completed:

\$150,000; Pier Entryway Enhancements & Pier A-Frame Roof Repair; applied, 2018; completed, 2021.

- The Project Completion Report has been submitted for prior funding. If not, please explain:

The Project Completion Report was submitted.

Will applicant be able to demonstrate tourism economic impact and/or a high promotional benefit from the project?

- No
- Yes

CAPITAL PROJECT DETAILS

Owner City of Flagler Beach

Project/Facility Name Flagler Beach Beachwalk

Street Address Vicinity 215 S. Oceanshore Blvd

City/State/ZIP Flagler Beach/Florida/32136

Facility will be:

- Local government owned and operated
- Owned and operated by a not-for-profit organization and open to the public

Land is owned by City of Flagler Beach

Land use is approved for Recreation/public amenity

Land is Leased by N/A

If Leased – Lease Period Ends N/A

Land Value \$ 904,525

Are Special Approvals Needed Yes

- Historical
- Environmental [Florida Department of Environmental Protection; Florida Fish and Wildlife Commission]
- Governmental
- Other: _____

Are there any third party contingencies? No

TOURISM ECONOMIC BENEFIT OF PROJECT/FACILITY

Please provide a brief narrative of the plan for this project to generate room nights in Flagler County (if applicable).

See attached Narrative.

On average, how many months per year will the Project be utilized?

12 Utilized for Tourist

12 Utilized for Residents

For those months, how many average days per month will the Project be utilized?

30 Utilized for Tourist

30 Utilized for Residents

Are any segments of your target audience(s) tax exempt?

Non-profit organizations.

Estimated Hotel Room Nights. This is the number of room nights generated annually for the first three (3) years after the Project opens. If the Project is an expansion to an existing facility, please only include those room nights resulting from the development of this Project.

	1 st Year	2 nd Year	3 rd Year
Projected Room Nights	<u>N/A; see attached narrative.</u>		
Average Nightly Room Rate	<u>N/A; see attached narrative.</u>		

How do you intend to provide a valid estimated count of attendance and/or room nights for this facility/venue?

Based upon historic usage of the City facilities in that area, at least one hundred people (residents, visitors) per day will routinely visit the new facilities. Such attendance will be validated by frequent counts and through video surveillance.

Describe in detail how the project will be sustained beyond initial funding period. Identify efforts, funding and plans that have been made for future sustainability.

See Attachment A: Application Questions

Describe in detail how the project will be sustained beyond initial funding period. Identify efforts, funding and plans that have been made for future sustainability.

See Attachment A: Application Questions

Flagler County Tourist Development Council

Is this project subject to any governmental fees and taxes that are generated by the Capital Project?

No

Yes, please explain _____

How will this project significantly raise the community's tourism profile and overall image?

See attached Narrative and Attachment A: Application Questions.

FEASIBILITY OF PROPOSED PROJECT/FACILITY

What is the mission statement of your organization? Mission statements should be one or two sentences.

Flagler Beach is a diverse coastal community committed to enhancing our quality of life by (in part) preserving our environment as an asset; maintaining old Florida heritage, small town charm; providing a safe environment; supporting local businesses; promoting eco-tourism; offering culture/recreation.

What are the goals for the project? Goals are statements about the future for your tourism endeavor. These should be measurable through quantitative data.

See Attachment A: Application Questions.

What are the objectives for the project? Objectives are steps you take to accomplish your goals.

See Attachment A: Application Questions.

Provide an estimated detailed timeline for the project?

See attached Additional Documents.

Who will be responsible for operating costs and maintenance of the project when complete?

City of Flagler Beach.

How will these costs be covered?

Funding for maintenance and sustainability will be generated from rental revenue generated from the facility, other Pier-related revenues (rent), and other non-ad valorem revenues.

Does the project have any user fees or is it free to the public?

The facility will be routinely open to the public at no cost. The facility will also be available for rent at costs as determined by the City Commission.

Flagler County Tourist Development Council

How will you evaluate and measure the success of the project?

See attached Narrative and Attachment A: Application Questions.

If this is an existing facility, please provide any prior event history and details that would have an impact on tourism.

The proposed expansion and promenade will be associated with the Flagler Beach Pier (following reconstruction). The Pier has a lengthy history and role in both Flagler Beach and Flagler County.

Are you able to match the amount of funding requested from the TDC in the form of cash?

Yes

- Please attach detailed estimated costs and all sources of funding for the project
- Please include any schematics, site plans, or images related to the project.

QUALITY AND UNIQUENESS OF PROPOSED PROJECT/FACILITY

Identify the need that the project will serve and how this project will provide a unique benefit to Flagler County?

See attached Narrative and Attachment A: Application Questions.

What similar facilities/projects exist in the community and region that may impact the success of this project?

See Attachment A: Application Questions

If others exist, where is it located and why is a duplicate facility/project needed?

N/A; see attached Narrative.

**COMMITMENT TO THE EXPANSION OF FLAGLER COUNTY
TOURISM**

Provide a marketing plan that outlines strategy, tactics, target audience and budget amount that will be used to promote the project after completion.

See Marketing Plan.

Flagler County Tourist Development Council

How will this project reach new audiences and increase awareness of Flagler County?

See Attachment A: Application Questions

Does this project align with the three pillars of the current tourism strategic plan?

See attached Narrative and Attachment A: Application Questions.

What is the valuation of the Marketing and/or Sponsorship benefits to be provided to the TDC?

See Attachment A: Application Questions.

Identify any partner organizations involved in the planning process or who may be involved after project completion. Include what role they may serve and any resources they may contribute.

See Attachment A: Application Questions.

Tourism Economic Benefit of Project/Facility

Q: Describe and/or provide any studies or reports undertaken to determine the feasibility of the current proposed Capital Project.

The Pier serves as a valuable economic and quality-of-life asset to Flagler Beach. For Flagler County residents, the iconic pier and beach are integral to the Flagler County identity. The Pier provides residents with recreation opportunities, as well as lure tourist and visitors to beach communities. Simply by encouraging foot traffic to the Pier, which is in the heart of downtown, revenue to the tax base also increases. Internal interviews were conducted with the City Clerk's Office. Research shows that the City of Flagler Beach staff annually fields over one hundred inquiries for beach/pier events. In 2019, fifteen beach events, four Pier events, and a total of seventy-three other special events were held in the immediately vicinity of the Pier and downtown Flagler Beach. A review of nearby beach and waterfront public event venues was conducted and none were similar to the Flagler Beach Pier or the proposed Beachwalk. Arrivalist data (a location intelligence software package utilized by Flagler County) provided by the Tourism Development Office illustrated the draw of the Flagler Pier, beaches, and downtown.

Q: Describe in detail how the project will be sustained beyond the initial funding period. Identify efforts, funding and plans that have been made for suture sustainability.

Funding for maintenance and sustainability will be generated from rental revenue from the facility, Pier-related revenues (rent), and other non-ad valorem revenues (such as, but not limited to, parking fees, advertising, etc.). Maintenance funding will be appropriated in the annual budget. During the construction phases, City staff will develop special events and maintenance policies and procedures to be implemented by October 2025.

Q: How will this project significantly raise the community's tourism profile and overall image?

The project will significantly enhance the attraction and use of the City's reconstructed Pier, a community and regional icon for nearly a century, by expanding the available area around the Pier for daily visitors and special events. The Flagler Beachwalk will elevate the community's tourism profile through improved infrastructure, renovated amenities, and comprehensive marketing efforts. The service building will enhance the visitor experience with updated restrooms, dedicated space for informational kiosks, educational signage, and information bulletins. The new shop will likely serve as a tourism center. Additionally, the promenade will serve as a venue for community and educational classes, promoting wellness and education. The promenade will add to the City's and County's event venue inventory, addressing a current need for such spaces and attracting more visitors. The marketing plan will highlight the City's walkability, convenience, and event-friendly atmosphere while emphasizing the importance of the Tourism Development Office (TDO). Through outreach efforts, the Beachwalk will foster partnerships with local and regional organizations, promoting collaboration on event programming and strengthening the sense of community within Flagler County.

Feasibility of Proposed Project/Facility

Q: What are the goals for the project? Goals are statements about the future for your tourism endeavor. These should be measurable through quantitative data.

Goals for this project include at least two monthly rentals of the promenade space by private entities (weddings, holiday events, business events, etc.) and one monthly community event

(public agency, non-profit, etc.). Additionally, daily visitors to the Pier/Beachwalk will increase to approximately 150 (measured through on-site counts and/or through video surveillance).

Q: What are the objectives for the project? Objectives are steps you take to accomplish your goals.

The first, and most important, objective is to complete the project in a timely manner within the appropriated budget. The second objective is to recruit and retain a marketing professional to aggressively promote the new and expanded facility and the community, in general. The third objective is to widely promote the success of the facility and community following the inaugural and initial events.

Q: How will you evaluate and measure the success of the project?

The first measure of success will be the timely and fiscal completion of the project. A second measure would be the professional recognition and public reception of the facility, as determined by usage demand. Finally, users of the facility will be surveyed for feedback following dedicated events.

Q: How will these costs be covered?

Funding for maintenance and sustainability will be generated from rental revenue generated from the facility, other Pier-related revenues (rent), and other non-ad valorem revenues (such as, but not limited to, parking fees, advertising, sponsorships, etc.)

Quality and Uniqueness of Proposed Project/Facility

Q: Identify the need that the project will serve and how this project will provide a unique benefit to Flagler County?

With Flagler Beach being a primary attraction for the County's tourism, the community seeks to improve the amenities and facilities available to tourists. The current service building infrastructure, especially restrooms, requires modernization to meet the expectations of today's visitors and to compete with other beach communities. The City of Flagler Beach lacks dedicated space for hosting events. The largest available indoor event space is the Santa Maria del Mar Parish Center. The City Clerk receives over one hundred inquiries annually for events at the beach or pier, indicating a strong interest in this area. As Flagler County experiences rapid growth, improved amenities are needed to meet resident and tourist demand. A centralized, accessible location where tourists can obtain information about local attractions, events, and public educational efforts would enhance tourism efforts throughout the County. This hub is crucial for enhancing the overall visitor experience and can be perhaps be integrated into the renovated and expanded facility.

The Flagler Beachwalk project, particularly Phase 1 (renovation of the service buildings), will provide improvements and expansion of the public restrooms, renovated commercial space, improved display areas, and a renovated studio for the local radio station. These improvements will greatly enhance the convenience of visitors making Flagler Beach a more attractive destination. The improved information areas can feature host kiosks and promotional material for tourist activities and events throughout Flagler County and in Flagler Beach.

The City's commitment to recruiting and retaining a marketing professional to promote the Beachwalk will ensure that not only the City, but also the County Tourism Development Office,

receives exposure through the Beachwalk’s marketing efforts. The marketing effort will highlight the unique offerings of the Beachwalk and the Tourism Development Office’s support for the construction of the Beachwalk facilities.

Q: What similar facilities/projects exist in the community and region that may impact the success of this project?

While nearby counties feature piers and waterfront venues, none offer the unique blend of amenities and event capabilities found at the Flagler Beachwalk. Although Volusia County contains numerous fishing piers, such as the Daytona Beach Pier and the Ormond Beach Pier, these facilities lack dedicated and versatile beachfront event spaces. St. Johns County manages four piers, with locations on the St. John’s River, the Intracoastal Waterway, and St. Augustine Beach. The closest pier, the St. Johns County Ocean and Fishing Pier, is located over thirty miles away in St. Augustine Beach. While it draws visitors for its scenic views and nearby pavilions, it cannot accommodate events directly on the pier. Additionally, the Fountain of Youth in St. Augustine offers a wedding venue with access to a boardwalk leading to the Matanzas River, but that facility lacks the beachside setting of the Flagler Beachwalk. The recently reconstructed Jacksonville Beach Fishing Pier does allow for limited public events: the focus of this facility remains on public access for fishing and leisure rather than serving as a dedicated event space. None of these facilities match the distinctive features of the Flagler Beachwalk. The Beachwalk’s design integrates public accessibility with the flexibility to host public and private events, making it a standout destination for weddings, fundraisers, galas, and celebrations. Its central location in Flagler Beach, coupled with the City’s walkability and vibrant local businesses, enhances its appeal. Visitors can easily explore nearby hotels, restaurants, and shops, creating a seamless and enriching experience.

Unique features of proposed Flagler Beachwalk include:

- Integrated public and private event space: unlike other regional facilities, the Flagler Beachwalk offers a promenade designed to support both public access and private events, accommodating a scenic oceanfront setting
- Strategic location: situated in the heart of Flagler Beach, the Beachwalk benefits from high foot traffic and proximity to a range of amenities, including dining and shopping options.
- Enhanced visitor experience: the Beachwalk promises stunning views of the ocean, pier, and city, creating a visually appealing backdrop for events and everyday visits.
- Community and economic impact: by offering a versatile event space and promoting local businesses, the Beachwalk is poised to drive economic growth and enhance community engagement, distinguishing it as a premier tourist destination in the region.

Commitment to the expansion of Flagler County Tourism

Q: How will this project reach new audiences and increase awareness of Flagler County?

The Flagler Beachwalk will engage a professional marketing firm to enhance the marketing plan. Through a comprehensive marketing plan with an outreach focus, Flagler Beachwalk will leverage various media channels, targeted advertising, and strategic partnerships. The marketing firm will identify relevant new audiences to include in the targeted audience. High-quality promotional content will be developed and tailored to focus on the unique features and event capabilities of the Beachwalk.

Paid advertisements on social media, more specifically on Facebook, will be designed to target specific demographics as identified in the marketing plan. The City's website will have a dedicated Beachwalk page, optimized for search engines to attract traffic. Event announcements, visitor testimonials, and photographs will keep content fresh. Regional radio stations, newspapers, and tourism websites will be used for promotion. Trade shows and wedding expositions will also be featured in event-based marketing to connect with event planners and couples. The City will further collaborate with the Flagler County Tourism Development Office to identify best practices to attract tourism to the county and beach.

Q: What is the valuation of the Marketing and/or Sponsorship benefits to be provided to the TDC?

The Tourist Development Council will be promoted, as required, on all future signage and media, including, but not limited to, digital communications, websites, program publications, and printed material. The value of endorsements and event sponsorships will be determined in collaboration with the marketing professional to ensure that the value of this unique facility is not underestimated.

Q: Identify any partner organizations involved in the planning process or who may be involved after project completion. Include what role they may serve and any resources they may contribute.

- Flagler County Tourism Development Office- The TDO will provide a crucial funding, marketing, and evaluation role. The City will utilize tourism reports to measure the success of the Beachwalk.
- Moffatt and Nichol- The role of the City's retained engineer for the Pier reconstruction will be expanded to include the Beachwalk.
- Margaritaville Compass Hotel- A letter of support by the hotel developer enhances the City's opportunities to reach a new audience. This audience can be engaged by providing crucial tourism information and event information and providing the city with visitor data. Relationships with other regional lodging facilities will be developed.
- Flagler Strong- Flagler Strong is a prominent volunteer organization and has provided event support for many City events.
- Flagler Creates- Flagler Creates has previously created marketing visuals and will likely be incorporated in marketing materials and/or signage.
- Flagler Beach City Commission- The City Commission will approve future budgets and policy that will shape how the Beachwalk is managed.

EXHIBIT B

Quarterly Project Status Report



CAPITAL PROJECT FUNDING PROGRAM

Project Status Report

Name of Project:

TDC and BOCC Approval Dates:

Total Amount Awarded:

Project Start Date:

Estimated Completion Date:

Status Report Date:

Overall Project Activities Update (provide any photos):

Project Expenditures to Date:

Any Changes/Concerns:

EXHIBIT C

City of Flagler Beach Grant Application Summary



City of Flagler Beach Capital Project Grant Application Summary

Flagler Beach Beachwalk

Phase 1- Building Expansion - \$1,266,000 – Begin August 2025 – July 2026

- Improvements and expansion of public restrooms
- Renovated commercial space
- Renovated studio for local radio station
- Wall space dedicated to educational and cultural displays
- Space for informational kiosks and promotional material for tourist activities and events. *(Informational fixtures & kiosk will be provided by the city and not as an additional cost by the county)*

Phase 2 – The Promenade - \$1,392,600 – Begin Feb 2026 – July 2026

- The Promenade will make use of the area used for the Pier reconstruction (specifically, where the supporting trestle has been permitted for placement) and will be supported by entirely new pilings.
- The promenade will consist of a 4, 200 sq. ft. deck for events hosting 300-400 people. This would be available to rent. No estimated rental fees were provided.
- Permitting for The Promenade is expected to take 6-9 months.

TOTAL COSTS for PHASE 1&2: \$ 2,658,600

- Grant is a 50/50 cash match with applicant voted and approved their portion of \$1,913,228 towards the remainder of the project if awarded the full amount.
- Applicant is requesting- \$745,372 which would be 28% costs of the project.

City of Flagler beach has also committed to the following to ensure sufficient marketing/promotion and annual maintenance for upkeep towards the project:

Recruit and retain a marketing professional to develop a Beachwalk marketing plan, implement needed changes to current City efforts, and create new promotional materials, including videos, brochures, and digital media at least three months before the dedication of the Flagler Beachwalk (Phases 1 and 2).

Ongoing maintenance will be appropriated in the annual budget. During the construction phases, City staff will develop special events and maintenance policies and procedures to be implemented by October 2025. Funding for maintenance and sustainability will be generated from rental revenue generated from the facility, other Pier-related revenues (rent), and other non-ad valorem revenues.

**A Funding Agreement is required with the County setting forth the terms, conditions, timelines, and deliverables associated with receiving TDT funding from Flagler County as approved upon as well as Flagler County Board of County Commissioners and the Tourist Development Office acknowledgements as outlined in the grant guidelines. This includes:

- Signage at project site and all future communications, media, website, programs, publications and other printed materials with the designated logos and verbiage stating:

This project is funded in part by Flagler County Government Tourism Development Office.

Applicant will also be required to submit the following reports as outlined in the grant guidelines.

1. Quarterly Project Status Report
2. Project Completion Report
3. Project Impact Reports

Phase 3 – Boardwalk Replacement - \$1,131,000 – Begin August 2026 – November 2026

**Not included in the grant funding request but is the last piece of the entire project for the pier/boardwalk improvements.

TOTAL PROJECT COSTS FOR ALL THREE PHASES: \$3,789,600

EXHIBIT D

Capital Project Reimbursement Request Form

Flagler County Tourism Development Office

Capital Project Reimbursement Request Form

Date: _____

Applicant: _____

Project Name: _____

Mailing Address: _____

Contact Person: _____ Phone: _____

Email Address: _____

Reimbursement request must be for qualified expenditures related to the approved capital project. Each expense must include all paid invoices, cancelled checks and any other backup information to substantiate payment. Failure to submit request correctly may delay payment. Reimbursement must be submitted within 60 days of completion of capital project.

Vendor	Expense Description	Invoice Amount	Reimbursement Amount
Total Amount To Be Reimbursed			

The information above is true and correct based upon our records. The funds requested are for reimbursement from the awarded grant by the Tourist Development Council and are actual expenses related to the event.

Authorized Agent Signature

Date