



THERE WILL BE A REGULAR MEETING OF THE MARINELAND TOWN COMMISSION ON
**THURSDAY, SEPTEMBER 15, 2022 AT 6:00PM AT THE GTMNERR IN THE MAIN
CONFERENCE ROOM.**

9741 N OCEANSHORE BLVD, ST AUGUSTINE FL 32080

Agenda

1. **Call to order: Pledge of Allegiance**
2. **Additions, Deletions and Modifications to the Agenda**
3. **Announcements by the Mayor**
4. **Recognitions, Proclamations and Presentations**
5. **Community Outreach:** This thirty-minute time period has been allocated for public comment on any consent agenda item or topic not on the agenda. Each speaker will be allowed up to three (3) minutes to address the Commission. Speakers should approach the podium, identify themselves and direct comments to the Chair.
6. **Consent Agenda**
 - a. Approval of Minutes
 - i. August 18, 2022 Regular Meeting Minutes
 - b. Recurring FPL Bills
 - c. Credit Card Statement
 - d. Town Staff Invoices
 - i. Dixon Wedding Permit Invoice
 - ii. Johnson Invoice
 - iii. Bayer Invoices
 - iv. Fleet Invoice
 - v. JDI Invoice
7. **General Business**
 - a. Interlocal Agreements
8. **Additional Reports & Comments**
 - a. Town Financial Director Report/Comments
 - i. FY23 Final Budget Hearing 10/3/22 5:30pm
 - ii. FY23 Budget Discussion
 - iii. General/Professional Liability & Cyber Security Insurance Policy Renewal
 - iv. FY 22/23 Marina Budget
 - b. Town Manager Report/Comments
 - ii. Swearing in of Town Commissioner
 - iii. Election of Mayor



- b. Town Planner Report/Comments
- c. Town Clerk Report/Comments
- d. Town Marina Manager Report/Comments
- e. Town Attorney Report/Comments

9. **Public Comment:** This time has been allocated for public comment on any item or topic not on the agenda. Each speaker will be allowed up to three (3) minutes to address the Commission. Speakers should approach the podium, identify themselves and direct comments to the Chair.

- 10. **Commissioners Reports & Comments**
- 11. **Next Regular Town Meeting - October 20, 2022, 6:00pm**
- 12. **Quarterly CRA Meeting - October 20, 2022, 5:30pm**
- 13. **Adjournment**

Section 286.0105, Florida Statutes states that if a person decides to appeal any decision made by a board agency, or commission with respect to any matter considered at a meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act, persons needing assistance to participate in this meeting should contact (386)232-8060



Town of Marineland Regular Meeting Minutes

August 18, 2022

Mayor Angela TenBroeck
Commissioner Gary Inks
Commissioner James Townsend
Dennis Bayer, Town Attorney
Suzanne Dixon, Town Manager
Janis Fleet, Town Planner
Greg Johnson, Town Financial Director
Lexy Taylor, Town Clerk
Members of the Public

1. The meeting was called to order by Mayor TenBroeck @ 6:00PM.
 - Pledge of Allegiance
2. Additions, Deletions, and Modifications to the Agenda
 - Clerk Taylor stated the General Business item for Interlocal Agreements has been tabled for September's meeting to allow the Commission to review the changes proposed by Flagler County.
3. Announcements by the Mayor or Commissioners
 - Mayor TenBroeck shared that poachers and human traffickers may be operating within the community and to report any suspicious activity to the police.
4. Recognitions, Proclamations, and Presentations
 - None
5. Community Outreach
 - Barbara Battelle shared concern with the Hammock Overlay District not showing on the Comp Plan FLUM. Attorney Bayer stated this issue has been raised and will be discussed during the Comp Plan agenda item.
6. Consent Agenda
 - The motion to approve the consent agenda and July meeting minutes was approved by Commissioner Inks/2nd Commissioner Townsend.
7. General Business
 - A. Adoption of Comprehensive Plan
 - i. Planner Fleet reviewed the changed to the Comp Plan with the Commission, as well as comments received from the reviewing agencies and recommendations. Planner Fleet stated the overlay is a zone and will be included on the zoning map of the LDR's.
 - ii. Mayor TenBroeck opened the public hearing. Barbara Battelle, Attorney Bayer, Planner Fleet, and the Commission discussed the overlay zone. Kathryn Feerst stated support for the overlay zone in the FLUM.
 - iii. Mayor TenBroeck closed the public hearing. Attorney Bayer read the Ordinance No. 2022-01. The motion to adopt the Ordinance and the Comprehensive Plan and submit to the state for compliance review was made by Commissioner Inks/2nd Mayor TenBroeck. The motion carried with no objections.
 - B. Replenish Recycling Program
 - i. Mayor TenBroeck shared an email about an opportunity for the Town to generate revenue from recycling.
 - ii. Commissioner Inks stated he would out to gather more information from them.



8. Additional Reports & Comments:

a. Town Financial Director Johnson Reports/Comments

- i. Director Johnson discussed the monthly Town finances with the Commission. Director Johnson stated the Town will need to hold FY23 Budget Hearings in September and he will work with Manager Dixon to determine dates.

b. Town Manager Dixon Reports/Comments

- i. Manager Dixon informed the Commission of special event applications and weddings.
- ii. Manager Dixon informed the Commission of the upcoming election and early voting is now available. Ballots must be received by 7pm on September 6th.

c. Town Clerk Taylor Reports/Comments

- i. Clerk Taylor informed the Commission that the Town credit cards have been received and Commissioner Townsend's email has been set up.

d. Town Planner Reports/Comments

- i. Planner Fleet informed the Commission of DOT requesting a trail workshop and will work with them for scheduling.

e. Marina Manager Reports/Comments

- i. Absent.

f. Town Attorney Reports/Comments

- i. Attorney Bayer discussed updates with the Commission on the water line connection issues, annexation of River To Sea Preserve property, and the River To Sea caretakers residence.

9. Public Comment

- No comment.

10. Commissioner Reports/Comments

a. Commissioner Inks

- i. Commissioner Inks updated the Commission on the previous stakeholders meeting. Attorney Bayer suggested holding a workshop in November for Town and Flagler County management concerns.

b. Commissioner Townsend

- i. Commissioner Townsend suggested the Commission take the opportunity to review and update the Town Charter and Commission structure. The Commission agreed a workshop should be held in the next 3 months.

The next regular Town meeting will be held September 15, 2022 at 6:00pm.

The next quarterly CRA meeting will be held October 20, 2022 at 5:30pm.

The motion to adjourn was made by Commissioner Townsend/2nd Mayor TenBroeck. The meeting was adjourned at 7:23pm.

Respectfully submitted by Lexy Taylor, Town Clerk.



FPL.com Page 1

E001

Electric Bill Statement

For: Jul 28, 2022 to Aug 29, 2022 (32 days)

Statement Date: Aug 29, 2022

Account Number: 41225-56527

Service Address:

101 TOLSTOY LN
SAINT AUGUSTINE, FL 32080

TOWN OF MARINELAND,
Here's what you owe for this billing period.

CURRENT BILL

\$1,588.32

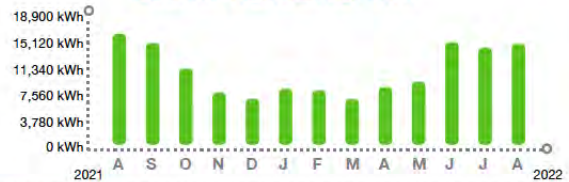
TOTAL AMOUNT YOU OWE

Sep 19, 2022

NEW CHARGES DUE BY

Pay \$1,173.50 instead
of \$1,588.32 by your
due date. Enroll in
FPL Budget Billing®.
[FPL.com/BB](https://www.fpl.com/BB)

ENERGY USAGE HISTORY



KEEP IN MIND

- Enroll now in FPL Budget Billing when you pay \$1,173.50 by your due date instead of \$1,588.32. Make your bills easier to manage with more predictable payments. Learn more at [FPL.com/BB](https://www.fpl.com/BB)
- Payment received after November 18, 2022 is considered LATE; a late payment charge of 1% will apply.

BILL SUMMARY

Amount of your last bill	3,320.02
Payments received	-3,320.02
Balance before new charges	0.00
Total new charges	1,588.32
Total amount you owe	\$1,588.32

(See page 2 for bill details.)

Customer Service: 1-800-375-2434
Outside Florida: 1-800-226-3545

Report Power Outages: 1-800-4OUTAGE (468-8243)
Hearing/Speech Impaired: 711 (Relay Service)



/ 27 117350 1320412255652732388510000

The amount enclosed includes
the following donation:
FPL Care To Share: _____

Make check payable to FPL
in U.S. funds and mail along with
this coupon to:

TOWN OF MARINELAND
176 MARINA DR
ST AUGUSTINE FL 32080-8619

FPL
GENERAL MAIL FACILITY
MIAMI FL 33188-0001

Visit [FPL.com/PayBill](https://www.fpl.com/PayBill)
for ways to pay.

41225-56527

ACCOUNT NUMBER

\$1,588.32

TOTAL AMOUNT YOU OWE

Sep 19, 2022

NEW CHARGES DUE BY

\$

AMOUNT ENCLOSED



FPL.com Page 1

E001

Electric Bill Statement

For: Jul 28, 2022 to Aug 29, 2022 (32 days)

Statement Date: Aug 29, 2022

Account Number: 69626-26138

Service Address:

101 TOLSTOY LN # MRNLD DOCK
SAINT AUGUSTINE, FL 32080

TOWN OF MARINELAND,
Here's what you owe for this billing period.

CURRENT BILL

\$989.09

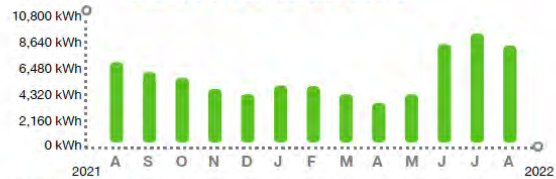
TOTAL AMOUNT YOU OWE

Sep 19, 2022

NEW CHARGES DUE BY

Pay \$694.38 instead
of \$989.09 by your
due date. Enroll in
FPL Budget Billing®.
[FPL.com/BB](https://www.fpl.com/BB)

ENERGY USAGE HISTORY



BILL SUMMARY

Amount of your last bill	2,023.22
Payments received	-2,023.22
Balance before new charges	0.00
Total new charges	989.09
Total amount you owe	\$989.09

(See page 2 for bill details.)

KEEP IN MIND

- Enroll now in FPL Budget Billing when you pay \$694.38 by your due date instead of \$989.09. Make your bills easier to manage with more predictable payments. Learn more at [FPL.com/BB](https://www.fpl.com/BB)
- Payment received after November 18, 2022 is considered LATE; a late payment charge of 1% will apply.

Customer Service: 1-800-375-2434
Outside Florida: 1-800-226-3545

Report Power Outages: 1-800-4OUTAGE (468-8243)
Hearing/Speech Impaired: 711 (Relay Service)



/ 27

69438 1320696262613839098900000

The amount enclosed includes
the following donation:
FPL Care To Share: _____

Make check payable to FPL
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TOWN OF MARINELAND
176 MARINA DR
ST AUGUSTINE FL 32080-8619

FPL
GENERAL MAIL FACILITY
MIAMI FL 33188-0001

Visit [FPL.com/PayBill](https://www.fpl.com/PayBill)
for ways to pay.

69626-26138

ACCOUNT NUMBER

\$989.09

TOTAL AMOUNT YOU OWE

Sep 19, 2022

NEW CHARGES DUE BY

\$

AMOUNT ENCLOSED



FPL.com Page 1

E001

Electric Bill Statement

For: Jul 28, 2022 to Aug 29, 2022 (32 days)

Statement Date: Aug 29, 2022

Account Number: 19454-02459

Service Address:

9507 OCEANSHORE BLVD # SL
SAINT AUGUSTINE, FL 32084

TOWN OF MARINELAND,
Here's what you owe for this billing period.

CURRENT BILL

\$752.07

TOTAL AMOUNT YOU OWE

Sep 19, 2022

NEW CHARGES DUE BY

BILL SUMMARY

Amount of your last bill	1,504.14
Payments received	-1,504.14
Balance before new charges	0.00
Total new charges	752.07
Total amount you owe	\$752.07

(See page 2 for bill details.)

ENERGY USAGE HISTORY



KEEP IN MIND

- Payment received after November 18, 2022 is considered LATE; a late payment charge of 1% will apply.
- Charges and energy usage are based on the facilities contracted. Facility, energy and fuel costs are available upon request.
- This bill reflects a credit to the fuel charge portion of your bill for each street light fixture turned off during sea turtle nesting and hatching season. Thank you for helping us protect sea turtles.

Customer Service: (386) 255-3020
Outside Florida: 1-800-226-3545

Report Power Outages: 1-800-4OUTAGE (468-8243)
Hearing/Speech Impaired: 711 (Relay Service)



/ 27

1320194540245947025700000

TOWN OF MARINELAND
176 MARINA DR
ST AUGUSTINE FL 32080-8619

The amount enclosed includes
the following donation:
FPL Care To Share: _____

Make check payable to FPL
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FPL
GENERAL MAIL FACILITY
MIAMI FL 33188-0001

Visit [FPL.com/PayBill](https://www.fpl.com/PayBill)
for ways to pay.

19454-02459
ACCOUNT NUMBER

\$752.07
TOTAL AMOUNT YOU OWE

Sep 19, 2022
NEW CHARGES DUE BY

\$
AMOUNT ENCLOSED



Suzanne Dixon

5455 Windantide Rd
St. Augustine FL 32080

WEDDING PERMIT INVOICE

INVOICE #

1

DATE

9/12/2022

BILL TO

Town of Marineland
176 Marina Dr
Marineland, FL 32080

TERMS

Due Upon Receipt

DESCRIPTION	QTY	UNIT PRICE	AMOUNT
Simple Wedding 1-25 People (Verhaest – Bibelheimer)	1	\$ 25.00	\$ 25.00
26-99 Person Wedding (Colleen & Peter)(Taggart/Patel)	4	\$ 25.00	\$ 100.00
100-999 Person Wedding (List Wedding Name Here)		\$ 50.00	\$ -
1000+ Person Wedding (List Wedding Name Here)		\$ 100.00	\$ -
(Gonzalez – Perez)(Brown – BrownBrown – Brown)		\$ -	\$ -
<i>Thank you for your business!</i>		TOTAL	\$ 125.00

If you have any questions about this invoice, please contact
Suzanne Dixon, 904-471-1870, Suzanne@TownOfMarineland.org



DENNIS K. BAYER, ESQ.
109 South 6th Street
Flagler Beach, FL 32136

(386) 439-2332

Date: 9/02/2022

Angela TenBroeck, Mayor
Town of Marineland
Email: angela@townofmarineland.org
Flagler County, FL

Town of Marineland

Invoice No: 41337

Services Rendered

Date	Staff	Description	Hours	Rate	Charges
8/11/2022	DKB	Review Resolution on number of Commissioners; Conference with County on annexation	0.50	\$300.00	\$150.00
8/22/2022	DKB	Conference with County Staff on River to Sea; Follow up on water for attraction.	0.50	\$300.00	\$150.00
8/25/2022	DKB	Conference with attorney for JDI; review Comp Plan Ordinance	0.30	\$300.00	\$90.00
8/25/2022	DKB	Work on water supply for water park	0.30	\$300.00	\$90.00
8/27/2022	DKB	Services rendered for August 2022	0.00	\$1,100.00	\$1,100.00
8/30/2022	DKB	Review Maritime Hammock overlay issue	0.30	\$300.00	\$90.00

Total Fees **\$1,670.00**

Total New Charges **\$1,670.00**

Previous Balance **\$0.00**

Balance Due **\$1,670.00**



FLEET & ASSOCIATES ARCHITECTS/PLANNERS, INC.

11557 Hidden Harbor Way Jacksonville FL 32223
(904) 666-7038 AA C001226

Mayor Angela TenBroeck
Town of Marineland
176 Marina Drive
Marineland, FL 32080

Re: Town Planner Consultant Services

INVOICE

PROJECT NO. 21230

INVOICE NO. 2523
DATE: September 6, 2022

Professional Services for August 10, 2022 through September 5, 2022

Commission Meeting – August 18	1.5 hrs. x \$125	\$ 187.50
Revise Comprehensive Plan for Adoption and to Address DEO Comments	8.0 hrs. x \$125	\$ 1,000.00
Prepare Comprehensive Plan for Adoption Packet	3.5 hrs. x \$125	\$ 437.50
Research Maritime Hammock Overlay Zone	0.5 hrs. x \$125	\$ 62.50
Coordinate Trails Workshop with Consultant and FDOT	2.0 hrs. x \$125	\$ 250.00
Total Due		\$ 1,937.50



Marineland Marina
176 Marina Drive St Augustine FL 32080

Previous Reading: 0 Current Reading: 0

Your Account Summary

Company Name: Town of Marineland
Account Name: Marineland Marina
Supply Address: 176 Marina Drive St Augustine FL 32080
Billing Period: April 2021

Previous Balance	\$0.00
Payment Received in previous month	\$0.00
Balance brought forward	\$0.00
Current Charges	\$2,500.00
Amount Due	\$2,500.00

Current Invoice Summary

Sewer Charges	\$1,125.00
Water Charges	\$1,375.00

Marineland Utilities

Billing Questions 386-585-4223
Email vodell@storeht.com
Web coming soon

Water/Sewer Invoice

Invoice #	214018-12090
Customer Number	214018
Issue Date	04/26/2021
Due Date	08/31/2022
Total Amount Due	\$2,500.00

Important Information

If you have paid your entire account in the past few days, please disregard any outstanding balances shown. Assuming that these payments have been overlooked or misplaced please contact us for more information. It is important that we receive immediate payment from you to avoid your account going into suspension or disconnection.



Direct Deposit
You may electronically make payments into our bank account via Internet Banking
-Service under consideration



Mail
Send checks payable to
JDI Marineland LLC with your customer number on the back to:

JDI Marineland LLC
c/o Storehouse Treasures LLC
250 PC Pkwy, STE 607-104
Palm Coast, FL 32137

176 Marina Drive St Augustine FL
32080

Invoice #	214018-12090
Due Date	08/31/2022
Total Amount Due	\$2,500.00
Total Due On Time	\$2,500.00



Credit Card
You can now pay your phone bill 24 hours per day by using our automated credit card system.
-Service under consideration



Phone
To arrange future automatic payments please contact Vic Odell: 386-585-4223

ACCOUNT NUMBER 214018
INVOICE NUMBER 214018-12090
DATE OF ISSUE 04/26/2021

Account Summary

Meter No: 4
Supply Address: 101 Tolstoy LN St Augustine FL 32080



Marineland Marina
176 Marina Drive St Augustine FL 32080

Previous Reading: ☐ Current Reading: 454600

Your Account Summary

Company Name: Town of Marineland
Account Name: Marineland Marina
Supply Address: 176 Marina Drive St Augustine FL 32080
Billing Period: June 2022

Previous Balance	\$2,500.00
Payment Received in previous month	\$0.00

Balance brought forward	\$2,500.00
Current Charges	\$4,994.93

Amount Due	\$7,494.93
------------	------------

Current Invoice Summary

Sewer Charges	\$2,255.41
Water Charges	\$2,739.52

Marineland Utilities

Billing Questions 386-585-4223
Email vodell@storeht.com
Web coming soon

Water/Sewer Invoice

Invoice#	214018-12095
Customer Number	214018
Issue Date	07/01/2022
Due Date	08/31/2022
Total Amount Due	\$7,494.93

Important Information

If you have paid your entire account in the past few days, please disregard any outstanding balances shown. Assuming that these payments have been overlooked or misplaced please contact us for more information. It is important that we receive immediate payment from you to avoid your account going into suspension or disconnection.



Direct Deposit
You may electronically make payments into our bank account via Internet Banking

-Service under consideration



Mail
Send checks payable to JDI Marineland LLC with your customer number on the back to:

JDI Marineland LLC
c/o Storehouse Treasures LLC
250 PC Pkwy, STE 607-104
Palm Coast, FL 32137



Credit Card
You can now pay your phone bill 24 hours per day by using our automated credit card system.

-Service under consideration



Phone
To arrange future automatic payments please contact Vac O Dell: 386-585-4223

176 Marina Drive St Augustine FL 32080

Invoice#	214018-12095
Due Date	08/31/2022
Total Amount Due	\$7,494.93
Total Due On Time	\$7,494.93

ACCOUNT NUMBER 214018
INVOICE NUMBER 214018-12095
DATE OF ISSUE 07/01/2022

Account Summary

Meter No: 13
Supply Address: 176 Marina DR St Augustine FL 32080



Marineland Marina
176 Marina Drive St Augustine FL 32080

Previous Reading: 454600 Current Reading: 496430

Your Account Summary

Company Name: Town of Marineland
Account Name: Marineland Marina
Supply Address: 176 Marina Drive St Augustine FL 32080
Billing Period: July 2022

Previous Balance \$7,494.93
Payment Received in previous month \$0.00

Balance brought forward \$7,494.93
Current Charges \$516.38

Amount Due \$8,011.31

Current Invoice Summary

Sewer Charges \$236.97
Water Charges \$279.41

Marineland Utilities

Billing Questions 386-585-4223
Email vodell@storeht.com
Web coming soon

Water/Sewer Invoice

Invoice # 214018-12203
Customer Number 214018
Issue Date 08/01/2022
Due Date 08/31/2022
Total Amount Due \$8,011.31

Important Information

If you have paid your entire account in the past few days, please disregard any outstanding balances shown. Assuming that these payments have been overlooked or misplaced please contact us for more information. It is important that we receive immediate payment from you to avoid your account going into suspension or disconnection.



Direct Deposit
You may electronically make payments into our bank account via Internet Banking
-Service under consideration



Mail
Send checks payable to
JDI Marineland LLC with your customer number on the back to:

JDI Marineland LLC
c/o Storehouse Treasures LLC
250 PC Pkwy, STE 607-104
Palm Coast, FL 32137



Credit Card
You can now pay your phone bill 24 hours per day by using our automated credit card system.
-Service under consideration



Phone
To arrange future automatic payments please contact Vic Odell: 386-585-4223

176 Marina Drive St Augustine FL 32080

Invoice # 214018-12203
Due Date 08/31/2022
Total Amount Due \$8,011.31
Total Due On Time \$8,011.31

ACCOUNT NUMBER 214018
INVOICE NUMBER 214018-12203
DATE OF ISSUE 08/01/2022


Account Summary

Meter No: 13
Supply Address: 176 Marina DR St Augustine FL 32080



LOCALiQ

The Daytona Beach News-Journal
Daytona Pennysaver

ACCOUNT NAME		ACCOUNT #	PAGE #
Marineland Town		464900	1 of 1
INVOICE #	BILLING PERIOD	PAYMENT DUE DATE	
0004789917	Jul 1- Jul 31, 2022	August 20, 2022	
PREPAY (Memo Info)	UNAPPLIED (included in amt due)	TOTAL AMOUNT DUE	
\$0.00	\$0.00	\$801.43	
BILLING ACCOUNT NAME AND ADDRESS		BILLING INQUIRIES/ADDRESS CHANGES	FEDERAL ID
Marineland Town 176 Marina Dr. Saint Augustine, FL 32080-8619 		1-877-736-7612 or smb@ccc.gannett.com	47-2390983
<small>Legal Entity: Gannett Media Corp. Terms and Conditions: Past due accounts are subject to interest at the rate of 18% per annum or the maximum legal rate (whichever is less). Advertiser claims for a credit related to rates incorrectly invoiced or paid must be submitted in writing to Publisher within 30 days of the invoice date or the claim will be waived. Any credit towards future advertising must be used within 30 days of issuance or the credit will be forfeited. All funds payable in US dollars.</small>			

00004649000000000000000047899170008014367247

To sign-up for E-mailed invoices and online payments please contact abgspecial@gannett.com. Previous account number:
DBN_071935

Date	Description	Amount
7/1/22	Balance Forward	\$752.00
7/31/22	Finance Charge	\$11.28

Package Advertising:

Start-End Date	Order Number	Description	PO Number	Package Cost
7/20/22-7/27/22	7527032	ORDER - Notice of Election		\$38.15

paid 7/14/22

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT

LOCALiQ

The Daytona Beach News-Journal
Daytona Pennysaver

ACCOUNT NAME		PAYMENT DUE DATE		AMOUNT PAID		
Marineland Town		August 20, 2022				
ACCOUNT NUMBER		INVOICE NUMBER				
464900		0004789917				
CURRENT DUE	30 DAYS PAST DUE	60 DAYS PAST DUE	90 DAYS PAST DUE	120+ DAYS PAST DUE	UNAPPLIED PAYMENTS	TOTAL AMOUNT DUE
\$49.43	\$0.00	\$752.00	\$0.00	\$0.00	\$0.00	\$801.43
REMITTANCE ADDRESS (Include Account# & Invoice# on check)				TO PAY WITH CREDIT CARD PLEASE FILL OUT BELOW:		
Daytona Beach News-Journal P.O. Box 630476 Cincinnati, OH 45263-0476				<input type="checkbox"/> VISA <input type="checkbox"/> MASTERCARD <input type="checkbox"/> DISCOVER <input type="checkbox"/> AMEX		
				Card Number _____		
				Exp Date ____/____/____ CVV Code _____		
				Signature _____ Date _____		

00004649000000000000000047899170008014367247



August 2022 Statement

Open Date: 07/12/2022 Closing Date: 08/09/2022

Page 1 of 2

Account: 4798 5101 7944 6485



Visa® Community Card

TOWN OF MARINELAND (CPN 002334066)

Cardmember Service
BUS 30 ELN 68

1-866-552-8855
6

New Balance \$107.76
Minimum Payment Due \$107.76
Payment Due Date 09/06/2022

Late Payment Warning: As a reminder, your card is a pay in full product. If we do not receive your payment in full by the date listed above, a fee of either 3.00% of the payment due or \$39.00 minimum, whichever is greater, will apply.

Activity Summary

Previous Balance	\$0.00	
Payments	\$0.00	
Other Credits	\$0.00	
Purchases	+	\$107.76
Balance Transfers	\$0.00	
Advances	\$0.00	
Other Debits	\$0.00	
Fees Charged	\$0.00	
Interest Charged	\$0.00	

New Balance	=	\$107.76
Past Due		\$0.00
Minimum Payment Due		\$107.76
Credit Line		\$2,500.00
Available Credit		\$2,392.24
Days in Billing Period		29

Payment Options:



Mail payment coupon
with a check



Pay online at
myaccountaccess.com



Pay by phone
1-866-552-8855

Please detach and send coupon with check payable to: Cardmember Service CPN 002334066



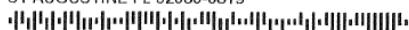
0047985101794464850000107760000107769

24-Hour Cardmember Service: 1-866-552-8855

to pay by phone
to change your address

000012154 01 SP 000638279276451 P Y

TOWN OF MARINELAND
ACCOUNTS PAYABLE
176 MARINA DR
ST AUGUSTINE FL 32080-8619

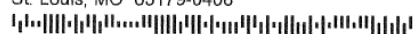


Account Number	4798 5101 7944 6485
Payment Due Date	9/06/2022
New Balance	\$107.76
Minimum Payment Due	\$107.76

Amount Enclosed \$ _____

Cardmember Service

P.O. Box 790408
St. Louis, MO 63179-0408





August 2022 Statement 07/12/2022 - 08/09/2022
TOWN OF MARINELAND (CPN 002334066)

Cardmember Service 1-866-552-8855



Welcome!

As a valued cardmember, you'll receive best-in-class benefits and outstanding service on your new SouthState Visa® Community Card. If you have any questions about your account, please call Cardmember Service at the number listed on this statement. We appreciate your business!

Important Messages

Federal law requires us to give you a notice regarding negative credit reporting. Please refer to the reverse of your statement for this important notice.

Paying Interest: You have a 24 to 30 day interest-free period for Purchases provided you have paid your previous balance in full by the Payment Due Date shown on your monthly Account statement. In order to avoid additional INTEREST CHARGES on Purchases, you must pay your new balance in full by the Payment Due Date shown on the front of your monthly Account statement.

There is no interest-free period for transactions that post to the Account as Advances or Balance Transfers except as provided in any Offer Materials. Those transactions are subject to interest from the date they post to the Account until the date they are paid in full.

ACCOUNT SECURITY is very important to you and to us. When you use your Card to make a purchase, particularly over the phone or online, you may be asked to provide a card security code, sometimes called a CVV. This information is used to help confirm that it is you using the Card and that the Card is authentic.

SKIP THE MAILBOX. Switch to e-statements and securely access your statements online. Get started at myaccountaccess.com/paperless

Transactions		TAYLOR,ALEXIS P				Credit Limit \$2500	
Post Date	Trans Date	Ref #	Transaction Description			Amount	Notation
Purchases and Other Debits							
08/02	08/01	9305	DNH*GODADDY.COM 480-5058855 AZ			\$107.76	
Total for Account 4798 5101 7994 3507						\$107.76	

2022 Totals Year-to-Date

Total Fees Charged in 2022	\$0.00
Total Interest Charged in 2022	\$0.00

Interest Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

**APR for current and future transactions.

Balance Type	Balance By Type	Balance Subject to Interest Rate	Variable	Interest Charge	Annual Percentage Rate	Expires with Statement
**BALANCE TRANSFER	\$0.00	\$0.00		\$0.00	0.00%	
**PURCHASES	\$107.76	\$0.00		\$0.00	0.00%	
**ADVANCES	\$0.00	\$0.00		\$0.00	0.00%	

End of Statement



Fw: Town of Marineland, thank you for your order.

From: GoDaddy <2277420951@godaddy.com>
Sent: Monday, August 1, 2022 4:10 PM
To: Angela TenBroeck <angelat@townofmarineland.org>
Subject: Town of Marineland, thank you for your order.



Need help? [Contact us](#).
Customer Number: 12820588

Thanks for your order, Town of.

Here's your confirmation for order number 2277420951. Review your receipt and get started using your products.

[Access All Products](#)

Order Number: 2277420951

Product	Quantity	Term	Price
Microsoft 365 Email Essentials From GoDaddy	1 User	1 Year	\$47.88
Email - Archiving	1 Plan	12 Months	\$59.88
Subtotal:			\$107.76
Tax:			\$0.00
Total:			\$107.76

[View Full Receipt](#)



(all weddings are on the River to Sea South Beach unless otherwise noted)

Wedding Calendar 2022

April 2022

Parker - Albanesi 4/3/2022

Koscelni – Hosmer 4/22/2022

Charfauros – Petersen 4/23/2022

Coulliette-Taylor 4/30/2022

May 2022

Payne – Parks 5/14/2022 CXL

Hanrahan -Wilson 5/28/22

Edwards – Katz 5/29/22

June 2022

Safonova – Bennett 6/23/22

September 2022

Juran – Plum 9/13/2022

Samantha and Deegans wedding September 2022 9/17/2022

November 2022

Durance – Rutherford 11/19/2022

April 2023

Forames – Langley 4/15/2023

Updated 4.10.2022

**INTERLOCAL AGREEMENT
FOR THE COLLECTION OF THE FLAGLER COUNTY EMERGENCY MEDICAL SERVICES IMPACT FEE**

THIS INTERLOCAL AGREEMENT is made and entered into this _____ day of _____, 2022 by and between the COUNTY OF FLAGLER, a political subdivision of the State of Florida (hereafter referred to as “County”), whose address is 1769 East Moody Boulevard, Building 2, Bunnell, Florida 32110, the TOWN OF BEVERLY BEACH, a municipal corporation of the State of Florida (hereafter referred to as “Beverly Beach”), whose address is 2735 North Oceanshore Boulevard, Flagler Beach, Florida 32136, the CITY OF BUNNELL, a municipal corporation of the State of Florida (hereafter referred to as “Bunnell”), whose address is 604 East Moody Boulevard, Unit 6, Bunnell, Florida 32110, the CITY OF FLAGLER BEACH, a municipal corporation of the State of Florida (hereafter referred to as “Flagler Beach”), whose address is 105 South 2nd Street, Flagler Beach, Florida 32136, the TOWN OF MARINELAND, a municipal corporation of the State of Florida (hereafter referred to as “Marineland”), whose address is 9507 North Oceanshore Boulevard, St. Augustine, Florida 32080, and the CITY OF PALM COAST, a municipal corporation of the State of Florida, (hereafter referred to as “Palm Coast”), whose address is 160 Lake Avenue, Palm Coast, Florida 32164, with each of the municipalities separately referred to as “Municipality” and the municipalities collectively referred to as “Municipalities”, and County and Municipalities separately referred to as “party” and collectively referred to as “parties” herein.

WITNESSETH

WHEREAS, on December 6, 2021, Flagler County adopted Ordinance No. 2021-09, known as the Comprehensive Impact Fee Ordinance (“Ordinance”), and as codified in the County’s Code of Ordinances;

WHEREAS, County’s adoption of the Ordinance provided, among other things, that an impact fee would be put in place that would help to fund the capital costs related to the provision of emergency medical services (“Emergency Medical Services Impact Fee”);

WHEREAS, the Florida Interlocal Cooperation Act of 1969 (“Act”) set forth in Florida Statutes Section 163.01 et seq. contemplates Interlocal Agreements between governmental entities;

WHEREAS, the purpose of the Act is to permit local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby provide services and facilities in a manner and pursuant to forms

of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities;

WHEREAS, Section 17-6 of the Ordinance provides for the establishment of the terms and conditions for the implementation and enforcement of the Ordinance within the Municipalities through an Interlocal Agreement;

WHEREAS, the purpose of this Interlocal Agreement is to establish procedures for the County's collection and distribution of impact fees generated from development activity within the Municipalities;

WHEREAS, it is in the mutual interest of the County and the Municipalities to establish intergovernmental relations that encourage, promote and improve the coordination, overall effectiveness and efficiency of governmental activities and services within the County, including, but not limited to, the development and construction of community projects and the provision of public services in an efficient and equitable manner;

WHEREAS, the County and the Municipalities find this Interlocal Agreement to be necessary, proper and convenient to the exercise of their powers, duties and purposes authorized by law; and

WHEREAS, the County and the Municipalities desire to delineate their respective rights and obligations as set forth below.

NOW, THEREFORE, in consideration of the recitals, agreements and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

Section 1. Recitals and Authority. The foregoing recitals are true and correct and, by this reference, are incorporated as a material part of this Interlocal Agreement. This Interlocal Agreement is entered into pursuant to the provision of Florida law, including, but not limited to, Chapters 125, 163, and 166, Florida Statutes, and the Florida Constitution.

Section 2. Agreement by the Parties.

a. Establishment of Emergency Medical Services Impact Fee. An Emergency Medical Services Impact Fee has been established through the adoption of the Ordinance. The Ordinance provides for the setting of the Emergency Medical Services Impact Fee, including legislative findings and administrative procedures for the collection and expenditure of

Emergency Medical Services Impact Fee funds. To the extent possible and as provided in this Agreement and the Ordinance, the Ordinance shall control as to the legal authority of the Municipalities to collect the Emergency Medical Services Impact Fee on behalf of the County.

b. Collection of Emergency Medical Services Impact Fee. It is agreed by the parties that the Municipalities will collect the Emergency Medical Services Impact Fee on behalf of the County coincident with the issuance of building permits by the respective Municipalities for applicable capital construction within their respective jurisdictions. The Municipalities shall maintain the collected Emergency Medical Services Impact Fees separate and distinct from all other revenues. The rate for the Emergency Medical Services Impact Fee to be collected shall be as follows:

ITE LUC	Land Use	Unit	EMS
RESIDENTIAL:			
210	Single Family (Detached)	du	\$62
221	Multi-Family	du	\$32
240	Mobile Home (Mobile Home Park for Roads)	du	\$45
TRANSIENT, ASSISTED, GROUP:			
253	Congregate Care Facility	du	\$57
310	Hotel	room	\$37
320	Motel	room	\$31
620	Nursing Home	bed	\$41
RECREATIONAL:			
411	Public Park	acre	\$2
416	RV Park	site	\$18
420	Marina	berth	\$5
430	Golf Course	hole	\$31
445	Movie Theater	screen	\$194
492	Health/Fitness Club	1,000 sf	\$90
INSTITUTIONAL:			
520	Elementary School (Private)	student	\$4
522	Middle/Junior High School (Private)	student	\$3
525	High School (Private)	student	\$3
540	University/Junior College (7,500 or fewer students) (Private)	student	\$4
550	University/Junior College (more than 7,500 students) (Private)	student	\$3
560	Church	1,000 sf	\$15
565	Day Care Center	1,000 sf	\$30
MEDICAL:			
610	Hospital	1,000 sf	\$49

OFFICE:			
710	General Office	1,000 sf	\$37
714	Corporate Headquarters Building	1,000 sf	\$36
720	Medical Office 10,000 sq ft or less	1,000 sf	\$45
720	Medical Office greater than 10,000 sq ft	1,000 sf	\$64
RETAIL:			
822	Retail/Shopping Center 40,000 sfgla or less	1,000 sfgla	\$78
821	Retail/Shopping Center 40,001 to 150,000 sfgla	1,000 sfgla	\$97
820	Retail/Shopping Center greater than 150,000 sfgla	1,000 sfgla	\$53
840/841	New/Used Auto Sales	1,000 sf	\$59
849	Tire Superstore	bay	\$79
850	Supermarket	1,000 sf	\$92
851	Convenience Market - 24 hrs	1,000 sf	\$239
862	Home Improvement Superstore	1,000 sf	\$73
880/881	Pharmacy/Drug Store with & without Drive-Thru	1,000 sf	\$69
890	Furniture Store	1,000 sf	\$12
SERVICES:			
911	Bank/Savings Walk-In	1,000 sf	\$44
912	Bank/Savings Drive-In	1,000 sf	\$55
931	Quality Restaurant	1,000 sf	\$215
932	High-Turn Over Restaurant	1,000 sf	\$203
934	Fast Food Restaurant w/Drive-Thru	1,000 sf	\$363
941	Quick Lubrication Vehicle Shop	bay	\$60
942	Automobile Care Center	1,000 sf	\$62
944	Gas Station w/Convenience Store <2,000 sq ft	fuel pos.	\$55
945	Gas Station w/Convenience Store 2,000-5,499 sq ft	fuel pos.	\$86
960	Gas Station w/Convenience Store 5,500+ sq ft	fuel pos.	\$112
n/a	Gasoline/Convenience w/Fast Food	1,000 sf	\$298
INDUSTRIAL:			
110	General Light Industrial	1,000 sf	\$18
130	Industrial Park	1,000 sf	\$13
140	Manufacturing	1,000 sf	\$21
150	Warehousing	1,000 sf	\$4
151	Mini-Warehouse	1,000 sf	\$1

c. **Administrative Costs.** In accordance with Section 163.31801, Florida Statutes, the Florida Impact Fee Act, it is agreed by the parties that the Municipalities may retain the actual costs incurred in collecting the Emergency Medical Services Impact Fee, as an administrative charge to defray the costs of collecting and administering the Emergency Medical Services Impact Fee. Each Municipality is responsible for maintaining records reflecting the

actual costs incurred as the basis of the imposition of a standard administrative fee retained by the Municipality.

d. Remittance of Emergency Medical Services Impact Fee. The Municipalities shall remit the collected Emergency Medical Services Impact Fees minus the administrative fee to the County on a quarterly basis, with the transfer of funds to occur on or before the thirtieth (30th) day of the month immediately following the end of the quarter, i.e., by April 30th for the First Quarter, by July 30th for the Second Quarter, by October 30th for the Third Quarter, and by January 30th for the Fourth Quarter. Remittance may be through wire transfer to the Clerk of Court, through check payable to the Flagler County Board of County Commissioners, or through other method mutually agreed to between the Municipality as payor and the County as payee.

Each Municipality shall, in addition to the quarterly transfer of the Emergency Medical Services Impact Fees, remit to the County a report accounting for the total Emergency Medical Services Impact Fees collected for the quarter and the administrative fees retained by the Municipality. The reports shall specify the dates the fees were paid, the location of the properties for which the building permits were issued, the names and addresses of the applicants, the type/use of structures for which the building permits were issued, and the amount of the Emergency Medical Services Impact Fees paid. Should no Emergency Medical Services Impact Fees be collected for the quarter, the Municipality shall report to the County that no Emergency Medical Services Impact Fees are to be remitted because no Emergency Medical Services Impact Fees were collected by the Municipality.

e. Expenditure of Emergency Medical Services Impact Fee Funds. Emergency Medical Services Impact Fee funds collected by the Municipalities shall be received, retained, and expended by the County in accordance with the Ordinance. The County is responsible for maintaining records reflecting the expenditures of the Emergency Medical Services Impact Fee funds, and for complying with all aspects of Section 163.31801, Florida Statutes, as applicable.

f. Developer Contribution Credits in Lieu of Payment of Emergency Medical Services Impact Fee. As provided in Florida Statutes, a Municipality must credit against the collection of the Emergency Medical Services Impact Fee any contribution, whether identified in a proportionate fair share agreement or other form of exaction, related to emergency medical services public facilities or infrastructure, including land, apparatus, vehicle, or equipment dedication, site planning and design, or construction. For purposes of this subsection, the Municipality shall provide the County with a detailed description of the contribution and its

corresponding fair market value. The Municipality shall issue the credit to the developer on a dollar-for-dollar basis to reduce any Emergency Medical Services Impact Fee for which the contribution was made. Evidence of the credit to the developer shall be provided by the Municipality to the County on a quarterly basis.

Section 3. Indemnification. To the extent permitted by law, each party agrees to indemnify and hold the other parties harmless from and against any and all damages, losses or claims, including, but not limited to, legal fees and expenses, to the extent that such damages, losses or claims are attributable to any party's actions, omissions or negligence in its performance under this Interlocal Agreement. Nothing in this Interlocal Agreement shall be deemed as a waiver of immunity or limits of liability of any party, including their supervisors, officers, agents and employees, beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute, and nothing in this Interlocal Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law. Nothing in this Agreement is intended, nor shall be construed, to confer any rights or benefits upon any party other than Municipalities and County.

Section 4. Default. A default by any party under this Interlocal Agreement shall entitle the other parties, separately or collectively, to all remedies available at law or in equity, which may include, but not be limited to, damages, injunctive relief and specific performance. Each of the parties hereto shall give the other parties written notice of any defaults hereunder and shall allow the defaulting party or parties not less than fifteen (15) days from the date of receipt of such notice to cure monetary defaults and thirty (30) days to cure other defaults.

Section 5. Disputes/Enforcement. All disputes under this Interlocal Agreement shall be governed in accordance with the requirements of Chapter 164, Florida Statutes. In the event that any party seeks to enforce this Interlocal Agreement by court proceedings or otherwise, then the prevailing party or parties shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution or appellate proceedings.

Section 6. Severability. In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be construed or deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

Section 7. Interpretation. This Interlocal Agreement has been negotiated fully between the parties as an arm's length transaction. All parties participated fully in the

preparation of this Interlocal Agreement. In the case of a dispute concerning the interpretation of any provision of this Interlocal Agreement, all parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party. The headings contained in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement.

Section 8. Employee Status. Persons employed by one party in the performance of services and functions pursuant to this Agreement shall not be deemed to be employees of another party nor shall they have any claim to pension, worker's compensation, civil service, or other employee rights or privileges granted by another party to its officers and employees.

Section 9. Waiver. A waiver by any party of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making of a payment by a Municipality or the acceptance thereof by the County with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

Section 10. Entire Agreement and Amendment. This instrument constitutes the entire Agreement between the parties and supersedes all discussions, understandings and agreements. Any modifications of the terms of this Agreement shall be in a written instrument executed by the parties.

Section 11. Time is of the Essence. The parties agree that time is of the essence with respect to this Interlocal Agreement.

Section 12. Notice. Each party shall furnish to the other parties such notice, as may be required from time to time, pursuant to this Interlocal Agreement, in writing, posted in the U.S. Mail certified, by hand delivery, or by overnight delivery service and addressed as follows:

FOR FLAGLER COUNTY:

Flagler County Board of County Commissioners
Attn: County Administrator
1769 East Moody Boulevard, Building 2
Bunnell, Florida 32110

With copy to: Flagler County Board of County Commissioners
Attn: County Attorney
1769 East Moody Boulevard, Building 2
Bunnell, Florida 32110

FOR TOWN OF BEVERLY BEACH:

Town of Beverly Beach
Attn: Town Clerk
2735 North Oceanshore Boulevard
Flagler Beach, Florida 32136

With copy to: Chiumento Law
Attn: William Bosch, Town Attorney
145 City Place Ste 301
Palm Coast, FL 32164

FOR CITY OF BUNNELL:

City of Bunnell
Attn: City Manager
604 East Moody Boulevard
Unit 6
Bunnell, Florida 32110

With copy to: Vose Law Firm, LLP
Attn: Wade C. Vose, City Attorney
324 West Morse Boulevard
Winter Park, Florida 32789

FOR CITY OF FLAGLER BEACH:

City of Flagler Beach
Attn: City Manager
105 South 2nd Street
Flagler Beach, Florida 32136

With copy to: Shepard, Smith, Kohlmyer & Hand, P.A.
Attn: Drew Smith, City Attorney
2300 Maitland Center Parkway
Suite 100
Maitland, Florida 32751

FOR TOWN OF MARINELAND:

Town of Marineland
Attn: Town Manager
9507 North Oceanshore Boulevard
St. Augustine, Florida 32080

With copy to: Dennis K. Bayer, Esq.
109 South 6th Street
Suite 200
Flagler Beach, FL 32136

FOR CITY OF PALM COAST:

City of Palm Coast
Attn: City Manager
160 Lake Avenue
Palm Coast, Florida 32164

With copy to: Garganese, Weiss, D'Agresta & Salzman, P.A.
Attn: William E. Reischmann, Jr., City Attorney
111 North Orange Avenue
Suite 2000
Orlando, Florida 32801

Except as otherwise provided in this Agreement, any notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving notice contained in this Agreement would otherwise expire on a non-business day, the notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Any party or other person to whom notices are to be sent or copied may notify

the other parties and addressees of any change in name or address to which notices shall be sent by providing the same upon fifteen (15) days written notice to the parties and addressees set forth herein.

Section 13. Effective Date. This Interlocal Agreement and the rights conferred herein shall not become effective until executed by the last party listed herein. Upon the effective date, this Interlocal Agreement shall be filed with the Clerk of the Circuit Court of Flagler County, Florida, in accordance with the requirements of Subsection 163.01(11), Florida Statutes, which date shall be set forth in the first paragraph of this Interlocal Agreement at recording.

Section 14. Term of Interlocal Agreement. The term of this Interlocal Agreement shall commence upon the Effective Date and remain effective until amended or rescinded by the parties.

**REMAINDER OF PAGE INTENTIONALLY BLANK
SIGNATURE PAGES TO FOLLOW**

IN WITNESS WHEREOF, the COUNTY OF FLAGLER as a party hereto affix their hand and seal this _____ day of _____ 2022.

COUNTY OF FLAGLER, FLORIDA

ATTEST:

Tom Bexley, Clerk of the Circuit
Court and Comptroller

Joseph F. Mullins, Chair

Approved as to form and legality:

Al Hadeed, County Attorney

IN WITNESS WHEREOF, the TOWN OF BEVERLY BEACH as a party hereto affix their hand and seal this ____ day of _____ 2022.

TOWN OF BEVERLY BEACH, FLORIDA

ATTEST:

Jim Ardell, Town Clerk

Stephen Emmett, Mayor

Approved as to form and legality:

William J. Bosch, Town Attorney

IN WITNESS WHEREOF, the CITY OF BUNNELL as a party hereto affix their hand and seal
this ____ day of _____ 2022.

CITY OF BUNNELL, FLORIDA

ATTEST:

Kristen Bates, City Clerk

Catherine Robinson, Mayor

Approved as to form and legality:

Wade C. Vose, City Attorney

IN WITNESS WHEREOF, the CITY OF FLAGLER BEACH as a party hereto affix their hand and seal this _____ day of _____ 2022.

CITY OF FLAGLER BEACH, FLORIDA

ATTEST:

Penny Overstreet, City Clerk

Suzie Johnston, Mayor

Approved as to form and legality:

Drew Smith, City Attorney

IN WITNESS WHEREOF, the TOWN OF MARINELAND as a party hereto affix their hand and seal this _____ day of _____ 2022.

TOWN OF MARINELAND, FLORIDA

ATTEST:

Lexy Taylor, Town Clerk

Angela TenBroeck, Mayor

Approved as to form and legality:

Dennis Bayer, Town Attorney

IN WITNESS WHEREOF, the CITY OF PALM COAST as a party hereto affix their hand and seal this _____ day of _____ 2022.

CITY OF PALM COAST, FLORIDA

ATTEST:

Virginia Smith, City Clerk

David Alfin, Mayor

Approved as to form and legality:

William E. Reischmann, Jr., City Attorney

**INTERLOCAL AGREEMENT
FOR THE COLLECTION OF THE FLAGLER COUNTY FIRE RESCUE IMPACT FEE**

THIS INTERLOCAL AGREEMENT is made and entered into this _____ day of _____, 2022 by and between the COUNTY OF FLAGLER, a political subdivision of the State of Florida (hereafter referred to as “County”), whose address is 1769 East Moody Boulevard, Building 2, Bunnell, Florida 32110, the TOWN OF BEVERLY BEACH, a municipal corporation of the State of Florida (hereafter referred to as “Beverly Beach”), whose address is 2735 North Oceanshore Boulevard, Flagler Beach, Florida 32136, the CITY OF BUNNELL, a municipal corporation of the State of Florida (hereafter referred to as “Bunnell”), whose address is 604 East Moody Boulevard, Unit 6, Bunnell, Florida 32110, and the TOWN OF MARINELAND, a municipal corporation of the State of Florida (hereafter referred to as “Marineland”), whose address is 9507 North Oceanshore Boulevard, St. Augustine, Florida 32080, with each of the municipalities separately referred to as “Municipality” and the municipalities collectively referred to as “Municipalities”, and County and Municipalities separately referred to as “party” and collectively referred to as “parties” herein.

WITNESSETH

WHEREAS, on December 6, 2021, Flagler County adopted Ordinance No. 2021-09, known as the Comprehensive Impact Fee Ordinance (“Ordinance”), and as codified in the County’s Code of Ordinances;

WHEREAS, County’s adoption of the Ordinance provided, among other things, that an impact fee would be put in place that would help to fund the capital costs related to the provision of fire rescue services (“Fire Rescue Impact Fee”);

WHEREAS, the Florida Interlocal Cooperation Act of 1969 (“Act”) set forth in Florida Statutes Section 163.01 et seq. contemplates Interlocal Agreements between governmental entities;

WHEREAS, the purpose of the Act is to permit local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities;

WHEREAS, Section 17-6 of the Ordinance provides for the establishment of the terms and conditions for the implementation and enforcement of the Ordinance within the Municipalities through an Interlocal Agreement;

WHEREAS, the purpose of this Interlocal Agreement is to establish procedures for the County's collection and distribution of impact fees generated from development activity within the Municipalities;

WHEREAS, it is in the mutual interest of the County and the Municipalities to establish intergovernmental relations that encourage, promote and improve the coordination, overall effectiveness and efficiency of governmental activities and services within the County, including, but not limited to, the development and construction of community projects and the provision of public services in an efficient and equitable manner;

WHEREAS, the County and the Municipalities find this Interlocal Agreement to be necessary, proper and convenient to the exercise of their powers, duties and purposes authorized by law; and

WHEREAS, the County and the Municipalities desire to delineate their respective rights and obligations as set forth below.

NOW, THEREFORE, in consideration of the recitals, agreements and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

Section 1. Recitals and Authority. The foregoing recitals are true and correct and, by this reference, are incorporated as a material part of this Interlocal Agreement. This Interlocal Agreement is entered into pursuant to the provision of Florida law, including, but not limited to, Chapters 125, 163, and 166, Florida Statutes, and the Florida Constitution.

Section 2. Agreement by the Parties.

a. Establishment of Fire Rescue Impact Fee. A Fire Rescue Impact Fee has been established through the adoption of the Ordinance. The Ordinance provides for the setting of the Fire Rescue Impact Fee, including legislative findings and administrative procedures for the collection and expenditure of Fire Rescue Impact Fee funds. To the extent possible and as provided in this Agreement and the Ordinance, the Ordinance shall control as to the legal authority of the Municipalities to collect the Fire Rescue Impact Fee on behalf of the County.

b. Collection of Fire Rescue Impact Fee. It is agreed by the parties that the Municipalities will collect the Fire Rescue Impact Fee on behalf of the County coincident with the issuance of building permits by the respective Municipalities for applicable capital construction within their respective jurisdictions. The Municipalities shall maintain the collected Law Enforcement Impact Fees separate and distinct from all other revenues. The rate for the Fire Rescue Impact Fee to be collected shall be as follows:

ITE LUC	Land Use	Unit	Fire Rescue
RESIDENTIAL:			
210	Single Family (Detached)	du	\$738
221	Multi-Family	du	\$262
240	Mobile Home (Mobile Home Park for Roads)	du	\$638
TRANSIENT, ASSISTED, GROUP:			
253	Congregate Care Facility	du	\$614
310	Hotel	room	\$467
320	Motel	room	\$390
620	Nursing Home	bed	\$524
RECREATIONAL:			
411	Public Park	acre	\$24
416	RV Park	site	\$224
420	Marina	berth	\$62
430	Golf Course	hole	\$400
445	Movie Theater	screen	\$2,471
492	Health/Fitness Club	1,000 sf	\$1,147
INSTITUTIONAL:			
520	Elementary School (Private)	student	\$48
522	Middle/Junior High School (Private)	student	\$43
525	High School (Private)	student	\$38
540	University/Junior College (7,500 or fewer students) (Private)	student	\$48
550	University/Junior College (more than 7,500 students) (Private)	student	\$38
560	Church	1,000 sf	\$195
565	Day Care Center	1,000 sf	\$386
MEDICAL:			
610	Hospital	1,000 sf	\$619
OFFICE:			
710	General Office	1,000 sf	\$467
714	Corporate Headquarters Building	1,000 sf	\$462
720	Medical Office 10,000 sq ft or less	1,000 sf	\$571
720	Medical Office greater than 10,000 sq ft	1,000 sf	\$819

RETAIL:			
822	Retail/Shopping Center 40,000 sfgla or less	1,000 sfgla	\$990
821	Retail/Shopping Center 40,001 to 150,000 sfgla	1,000 sfgla	\$1,228
820	Retail/Shopping Center greater than 150,000 sfgla	1,000 sfgla	\$671
840/841	New/Used Auto Sales	1,000 sf	\$748
849	Tire Superstore	bay	\$1,009
850	Supermarket	1,000 sf	\$1,166
851	Convenience Market - 24 hrs	1,000 sf	\$3,042
862	Home Improvement Superstore	1,000 sf	\$924
880/881	Pharmacy/Drug Store with & without Drive-Thru	1,000 sf	\$876
890	Furniture Store	1,000 sf	\$152
SERVICES:			
911	Bank/Savings Walk-In	1,000 sf	\$557
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931	Quality Restaurant	1,000 sf	\$2,742
932	High-Turn Over Restaurant	1,000 sf	\$2,581
934	Fast Food Restaurant w/Drive-Thru	1,000 sf	\$4,623
941	Quick Lubrication Vehicle Shop	bay	\$762
942	Automobile Care Center	1,000 sf	\$795
944	Gas Station w/Convenience Store <2,000 sq ft	fuel pos.	\$695
945	Gas Station w/Convenience Store 2,000-5,499 sq ft	fuel pos.	\$1,095
960	Gas Station w/Convenience Store 5,500+ sq ft	fuel pos.	\$1,428
n/a	Gasoline/Convenience w/Fast Food	1,000 sf	\$3,795
INDUSTRIAL:			
110	General Light Industrial	1,000 sf	\$229
130	Industrial Park	1,000 sf	\$167
140	Manufacturing	1,000 sf	\$262
150	Warehousing	1,000 sf	\$52
151	Mini-Warehouse	1,000 sf	\$19

c. **Administrative Costs.** In accordance with Section 163.31801, Florida Statutes, the Florida Impact Fee Act, it is agreed by the parties that the Municipalities may retain the actual costs incurred in collecting the Fire Rescue Impact Fee, as an administrative charge to defray the costs of collecting and administering the Fire Rescue Impact Fee. Each Municipality is responsible for maintaining records reflecting the actual costs incurred as the basis of the imposition of a standard administrative fee retained by the Municipality.

d. **Remittance of Fire Rescue Impact Fee.** The Municipalities shall remit the collected Fire Rescue Impact Fees minus the administrative fee to the County on a quarterly basis, with the transfer of funds to occur on or before the thirtieth (30th) day of the month immediately

following the end of the quarter, i.e., by April 30th for the First Quarter, by July 30th for the Second Quarter, by October 30th for the Third Quarter, and by January 30th for the Fourth Quarter. Remittance may be through wire transfer to the Clerk of Court, through check payable to the Flagler County Board of County Commissioners, or through other method mutually agreed to between the Municipality as payor and the County as payee.

Each Municipality shall, in addition to the quarterly transfer of the Fire Rescue Impact Fees, remit to the County a report accounting for the total Fire Rescue Impact Fees collected for the quarter and the administrative fees retained by the Municipality. The reports shall specify the dates the fees were paid, the location of the properties for which the building permits were issued, the names and addresses of the applicants, the type/use of structures for which the building permits were issued, and the amount of the Fire Rescue Impact Fees paid. Should no Fire Rescue Impact Fees be collected for the quarter, the Municipality shall report to the County that no Fire Rescue Impact Fees are to be remitted because no Fire Rescue Impact Fees were collected by the Municipality.

e. Expenditure of Fire Rescue Impact Fee Funds. Fire Rescue Impact Fee funds collected by the Municipalities shall be received, retained, and expended by the County in accordance with the Ordinance. The County is responsible for maintaining records reflecting the expenditures of the Fire Rescue Impact Fee funds, and for complying with all aspects of Section 163.31801, Florida Statutes, as applicable.

f. Developer Contribution Credits in Lieu of Payment of Fire Rescue Impact Fee. As provided in Florida Statutes, a Municipality must credit against the collection of the Fire Rescue Impact Fee any contribution, whether identified in a proportionate fair share agreement or other form of exaction, related to fire rescue public facilities or infrastructure, including land, apparatus, vehicle, or equipment dedication, site planning and design, or construction. For purposes of this subsection, the Municipality shall provide the County with a detailed description of the contribution and its corresponding fair market value. The Municipality shall issue the credit to the developer on a dollar-for-dollar basis to reduce any Fire Rescue Impact Fee for which the contribution was made. Evidence of the credit to the developer shall be provided by the Municipality to the County on a quarterly basis.

Section 3. Indemnification. To the extent permitted by law, each party agrees to indemnify and hold the other parties harmless from and against any and all damages, losses or claims, including, but not limited to, legal fees and expenses, to the extent that such damages, losses or claims are attributable to any party's actions, omissions or negligence in its performance under this Interlocal Agreement. Nothing in this Interlocal Agreement shall be deemed as a

waiver of immunity or limits of liability of any party, including their supervisors, officers, agents and employees, beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute, and nothing in this Interlocal Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law. Nothing in this Agreement is intended, nor shall be construed, to confer any rights or benefits upon any party other than Municipalities and County.

Section 4. Default. A default by any party under this Interlocal Agreement shall entitle the other parties, separately or collectively, to all remedies available at law or in equity, which may include, but not be limited to, damages, injunctive relief and specific performance. Each of the parties hereto shall give the other parties written notice of any defaults hereunder and shall allow the defaulting party or parties not less than fifteen (15) days from the date of receipt of such notice to cure monetary defaults and thirty (30) days to cure other defaults.

Section 5. Disputes/Enforcement. All disputes under this Interlocal Agreement shall be governed in accordance with the requirements of Chapter 164, Florida Statutes. In the event that any party seeks to enforce this Interlocal Agreement by court proceedings or otherwise, then the prevailing party or parties shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution or appellate proceedings.

Section 6. Severability. In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be construed or deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

Section 7. Interpretation. This Interlocal Agreement has been negotiated fully between the parties as an arm's length transaction. All parties participated fully in the preparation of this Interlocal Agreement. In the case of a dispute concerning the interpretation of any provision of this Interlocal Agreement, all parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party. The headings contained in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement.

Section 8. Employee Status. Persons employed by one party in the performance of services and functions pursuant to this Agreement shall not be deemed to be employees of another party nor shall they have any claim to pension, worker's compensation, civil service, or other employee rights or privileges granted by another party to its officers and employees.

Section 9. Waiver. A waiver by any party of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making of a payment by a Municipality or the acceptance thereof by the County with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

Section 10. Entire Agreement and Amendment. This instrument constitutes the entire Agreement between the parties and supersedes all discussions, understandings and agreements. Any modification of the terms of this Agreement shall be in a written instrument executed by the parties.

Section 11. Time is of the Essence. The parties agree that time is of the essence with respect to this Interlocal Agreement.

Section 12. Notice. Each party shall furnish to the other parties such notice, as may be required from time to time, pursuant to this Interlocal Agreement, in writing, posted in the U.S. Mail certified, by hand delivery, or by overnight delivery service and addressed as follows:

FOR FLAGLER COUNTY:

Flagler County Board of County Commissioners
Attn: County Administrator
1769 East Moody Boulevard, Building 2
Bunnell, Florida 32110

With copy to: Flagler County Board of County Commissioners
Attn: County Attorney
1769 East Moody Boulevard, Building 2
Bunnell, Florida 32110

FOR TOWN OF BEVERLY BEACH:

Town of Beverly Beach
Attn: Town Clerk
2735 North Oceanshore Boulevard
Flagler Beach, Florida 32136

With copy to: Chiumento Law
Attn: William Bosch, Town Attorney
145 City Place Ste 301
Palm Coast, FL 32164

FOR CITY OF BUNNELL:

City of Bunnell
Attn: City Manager
604 East Moody Boulevard
Unit 6
Bunnell, Florida 32110

With copy to: Vose Law Firm, LLP
Attn: Wade C. Vose, City Attorney
324 West Morse Boulevard
Winter Park, Florida 32789

FOR TOWN OF MARINELAND:

Town of Marineland
Attn: Town Manager
9507 North Oceanshore Boulevard
St. Augustine, Florida 32080

With copy to: Dennis K. Bayer, Esq.
109 South 6th Street
Suite 200
Flagler Beach, FL 32136

Except as otherwise provided in this Agreement, any notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving notice contained in this Agreement would otherwise expire on a non-business day, the notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Any party or other person to whom notices are to be sent or copied may notify

the other parties and addressees of any change in name or address to which notices shall be sent by providing the same upon fifteen (15) days written notice to the parties and addressees set forth herein.

Section 13. Effective Date. This Interlocal Agreement and the rights conferred herein shall not become effective until executed by the last party listed herein. Upon the effective date, this Interlocal Agreement shall be filed with the Clerk of the Circuit Court of Flagler County, Florida, in accordance with the requirements of Subsection 163.01(11), Florida Statutes, which date shall be set forth in the first paragraph of this Interlocal Agreement at recording.

Section 14. Term of Interlocal Agreement. The term of this Interlocal Agreement shall commence upon the Effective Date and remain effective until amended or rescinded by the parties.

**REMAINDER OF PAGE INTENTIONALLY BLANK
SIGNATURE PAGES TO FOLLOW**

IN WITNESS WHEREOF, the COUNTY OF FLAGLER as a party hereto affix their hand and seal this _____ day of _____ 2022.

COUNTY OF FLAGLER, FLORIDA

ATTEST:

Tom Bexley, Clerk of the Circuit
Court and Comptroller

Joseph F. Mullins, Chair

Approved as to form and legality:

Al Hadeed, County Attorney

IN WITNESS WHEREOF, the TOWN OF BEVERLY BEACH as a party hereto affix their hand and seal this ____ day of _____ 2022.

TOWN OF BEVERLY BEACH, FLORIDA

ATTEST:

Jim Ardell, Town Clerk

Stephen Emmett, Mayor

Approved as to form and legality:

William J. Bosch, Town Attorney

IN WITNESS WHEREOF, the CITY OF BUNNELL as a party hereto affix their hand and seal
this ____ day of _____ 2022.

CITY OF BUNNELL, FLORIDA

ATTEST:

Kristen Bates, City Clerk

Catherine Robinson, Mayor

Approved as to form and legality:

Wade C. Vose, City Attorney

IN WITNESS WHEREOF, the TOWN OF MARINELAND as a party hereto affix their hand and seal this _____ day of _____ 2022.

TOWN OF MARINELAND, FLORIDA

ATTEST:

Lexy Taylor, Town Clerk

Angela TenBroeck, Mayor

Approved as to form and legality:

Dennis Bayer, Town Attorney

**INTERLOCAL AGREEMENT
FOR THE COLLECTION OF THE FLAGLER COUNTY LAW ENFORCEMENT IMPACT FEE**

THIS INTERLOCAL AGREEMENT is made and entered into this _____ day of _____, 2022 by and between the COUNTY OF FLAGLER, a political subdivision of the State of Florida (hereafter referred to as “County”), whose address is 1769 East Moody Boulevard, Building 2, Bunnell, Florida 32110, the TOWN OF BEVERLY BEACH, a municipal corporation of the State of Florida (hereafter referred to as “Beverly Beach”), whose address is 2735 North Oceanshore Boulevard, Flagler Beach, Florida 32136, the TOWN OF MARINELAND, a municipal corporation of the State of Florida (hereafter referred to as “Marineland”), whose address is 9507 North Oceanshore Boulevard, St. Augustine, Florida 32080, and the CITY OF PALM COAST, a municipal corporation of the State of Florida, (hereafter referred to as “Palm Coast”), whose address is 160 Lake Avenue, Palm Coast, Florida 32164, with each of the municipalities separately referred to as “Municipality” and the municipalities collectively referred to as “Municipalities”, and County and Municipalities separately referred to as “party” and collectively referred to as “parties” herein.

WITNESSETH

WHEREAS, on December 6, 2021, Flagler County adopted Ordinance No. 2021-09, known as the Comprehensive Impact Fee Ordinance (“Ordinance”), and as codified in the County’s Code of Ordinances;

WHEREAS, County’s adoption of the Ordinance provided, among other things, that an impact fee would be put in place that would help to fund the capital costs related to the provision of law enforcement services (“Law Enforcement Impact Fee”);

WHEREAS, the Florida Interlocal Cooperation Act of 1969 (“Act”) set forth in Florida Statutes Section 163.01 et seq. contemplates Interlocal Agreements between governmental entities;

WHEREAS, the purpose of the Act is to permit local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities;

WHEREAS, Section 17-6 of the Ordinance provides for the establishment of the terms and conditions for the implementation and enforcement of the Ordinance within the Municipalities through an Interlocal Agreement;

WHEREAS, the purpose of this Interlocal Agreement is to establish procedures for the County's collection and distribution of impact fees generated from development activity within the Municipalities;

WHEREAS, it is in the mutual interest of the County and the Municipalities to establish intergovernmental relations that encourage, promote and improve the coordination, overall effectiveness and efficiency of governmental activities and services within the County, including, but not limited to, the development and construction of community projects and the provision of public services in an efficient and equitable manner;

WHEREAS, the County and the Municipalities find this Interlocal Agreement to be necessary, proper and convenient to the exercise of their powers, duties and purposes authorized by law; and

WHEREAS, the County and the Municipalities desire to delineate their respective rights and obligations as set forth below.

NOW, THEREFORE, in consideration of the recitals, agreements and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

Section 1. Recitals and Authority. The foregoing recitals are true and correct and, by this reference, are incorporated as a material part of this Interlocal Agreement. This Interlocal Agreement is entered into pursuant to the provision of Florida law, including, but not limited to, Chapters 125, 163, and 166, Florida Statutes, and the Florida Constitution.

Section 2. Agreement by the Parties.

a. Establishment of Law Enforcement Impact Fee. A Law Enforcement Impact Fee has been established through the adoption of the Ordinance. The Ordinance provides for the setting of the Law Enforcement Impact Fee, including legislative findings and administrative procedures for the collection and expenditure of Law Enforcement Impact Fee funds. To the extent possible and as provided in this Agreement and the Ordinance, the Ordinance shall control as to the legal authority of the Municipalities to collect the Law Enforcement Impact Fee on behalf of the County.

b. Collection of Law Enforcement Impact Fee. It is agreed by the parties that the Municipalities will collect the Law Enforcement Impact Fee on behalf of the County coincident with the issuance of building permits by the respective Municipalities for applicable capital construction within their respective jurisdictions. The Municipalities shall maintain the collected Law Enforcement Impact Fees separate and distinct from all other revenues. The rate for the Law Enforcement Impact Fee to be collected shall be as follows:

ITE LUC	Land Use	Unit	Law
RESIDENTIAL:			
210	Single Family (Detached)	du	\$218
221	Multi-Family	du	\$111
240	Mobile Home (Mobile Home Park for Roads)	du	\$153
TRANSIENT, ASSISTED, GROUP:			
253	Congregate Care Facility	du	\$226
310	Hotel	room	\$142
320	Motel	room	\$119
620	Nursing Home	bed	\$160
RECREATIONAL:			
411	Public Park	acre	\$7
416	RV Park	site	\$68
420	Marina	berth	\$19
430	Golf Course	hole	\$122
445	Movie Theater	screen	\$753
492	Health/Fitness Club	1,000 sf	\$349
INSTITUTIONAL:			
520	Elementary School (Private)	student	\$15
522	Middle/Junior High School (Private)	student	\$13
525	High School (Private)	student	\$12
540	University/Junior College (7,500 or fewer students) (Private)	student	\$15
550	University/Junior College (more than 7,500 students) (Private)	student	\$12
560	Church	1,000 sf	\$59
565	Day Care Center	1,000 sf	\$117
MEDICAL:			
610	Hospital	1,000 sf	\$189
OFFICE:			
710	General Office	1,000 sf	\$142
714	Corporate Headquarters Building	1,000 sf	\$141
720	Medical Office 10,000 sq ft or less	1,000 sf	\$174
720	Medical Office greater than 10,000 sq ft	1,000 sf	\$249

RETAIL:			
822	Retail/Shopping Center 40,000 sfgla of less	1,000 sfgla	\$302
821	Retail/Shopping Center 40,001 to 150,000 sfgla	1,000 sfgla	\$374
820	Retail/Shopping Center greater than 150,000 sfgla	1,000 sfgla	\$204
840/841	New/Used Auto Sales	1,000 sf	\$228
849	Tire Superstore	bay	\$307
850	Supermarket	1,000 sf	\$355
851	Convenience Market - 24 hrs	1,000 sf	\$927
862	Home Improvement Superstore	1,000 sf	\$281
880/881	Pharmacy/Drug Store with & without Drive-Thru	1,000 sf	\$267
890	Furniture Store	1,000 sf	\$46
SERVICES:			
911	Bank/Savings Walk-In	1,000 sf	\$170
912	Bank/Savings Drive-In	1,000 sf	\$215
931	Quality Restaurant	1,000 sf	\$835
932	High-Turn Over Restaurant	1,000 sf	\$786
934	Fast Food Restaurant w/Drive-Thru	1,000 sf	\$1,408
941	Quick Lubrication Vehicle Shop	bay	\$232
942	Automobile Care Center	1,000 sf	\$242
944	Gas Station w/Convenience Store <2,000 sq ft	fuel pos.	\$212
945	Gas Station w/Convenience Store 2,000-5,499 sq ft	fuel pos.	\$334
960	Gas Station w/Convenience Store 5,500+ sq ft	fuel pos.	\$435
n/a	Gasoline/Convenience w/Fast Food	1,000 sf	\$1,156
INDUSTRIAL:			
110	General Light Industrial	1,000 sf	\$70
130	Industrial Park	1,000 sf	\$51
140	Manufacturing	1,000 sf	\$80
150	Warehousing	1,000 sf	\$16
151	Mini-Warehouse	1,000 sf	\$6

c. Administrative Costs. In accordance with Section 163.31801, Florida Statutes, the Florida Impact Fee Act, it is agreed by the parties that the Municipalities may retain the actual costs incurred in collecting the Law Enforcement Impact Fee, as an administrative charge to defray the costs of collecting and administering the Law Enforcement Impact Fee. Each Municipality is responsible for maintaining records reflecting the actual costs incurred as the basis of the imposition of a standard administrative fee retained by the Municipality.

d. Remittance of Law Enforcement Impact Fee. The Municipalities shall remit the collected Law Enforcement Impact Fees minus the administrative fee to the County on a quarterly basis, with the transfer of funds to occur on or before the thirtieth (30th) day of the

month immediately following the end of the quarter, i.e., by April 30th for the First Quarter, by July 30th for the Second Quarter, by October 30th for the Third Quarter, and by January 30th for the Fourth Quarter. Remittance may be through wire transfer to the Clerk of Court, through check payable to the Flagler County Board of County Commissioners, or through other method mutually agreed to between the Municipality as payor and the County as payee.

Each Municipality shall, in addition to the quarterly transfer of the Law Enforcement Impact Fees, remit to the County a report accounting for the total Law Enforcement Impact Fees collected for the quarter and the administrative fees retained by the Municipality. The reports shall specify the dates the fees were paid, the location of the properties for which the building permits were issued, the names and addresses of the applicants, the type/use of structures for which the building permits were issued, and the amount of the Law Enforcement Impact Fees paid. Should no Law Enforcement Impact Fees be collected for the quarter, the Municipality shall report to the County that no Law Enforcement Impact Fees are to be remitted because no Law Enforcement Impact Fees were collected by the Municipality.

e. Expenditure of Law Enforcement Impact Fee Funds. Law Enforcement Impact Fee funds collected by the Municipalities shall be received, retained, and expended by the County in accordance with the Ordinance. The County is responsible for maintaining records reflecting the expenditures of the Law Enforcement Impact Fee funds, and for complying with all aspects of Section 163.31801, Florida Statutes, as applicable.

f. Developer Contribution Credits in Lieu of Payment of Law Enforcement Impact Fee. As provided in Florida Statutes, a Municipality must credit against the collection of the Law Enforcement Impact Fee any contribution, whether identified in a proportionate fair share agreement or other form of exaction, related to law enforcement public facilities or infrastructure, including land, apparatus, vehicle, or equipment dedication, site planning and design, or construction. For purposes of this subsection, the Municipality shall provide the County with a detailed description of the contribution and its corresponding fair market value. The Municipality shall issue the credit to the developer on a dollar-for-dollar basis to reduce any Law Enforcement Impact Fee for which the contribution was made. Evidence of the credit to the developer shall be provided by the Municipality to the County on a quarterly basis.

Section 3. Indemnification. To the extent permitted by law, each party agrees to indemnify and hold the other parties harmless from and against any and all damages, losses or claims, including, but not limited to, legal fees and expenses, to the extent that such damages, losses or claims are attributable to any party's actions, omissions or negligence in its performance under this Interlocal Agreement. Nothing in this Interlocal Agreement shall be deemed as a

waiver of immunity or limits of liability of any party, including their supervisors, officers, agents and employees, beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute, and nothing in this Interlocal Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law. Nothing in this Agreement is intended, nor shall be construed, to confer any rights or benefits upon any party other than Municipalities and County.

Section 4. Default. A default by any party under this Interlocal Agreement shall entitle the other parties, separately or collectively, to all remedies available at law or in equity, which may include, but not be limited to, damages, injunctive relief and specific performance. Each of the parties hereto shall give the other parties written notice of any defaults hereunder and shall allow the defaulting party or parties not less than fifteen (15) days from the date of receipt of such notice to cure monetary defaults and thirty (30) days to cure other defaults.

Section 5. Disputes/Enforcement. All disputes under this Interlocal Agreement shall be governed in accordance with the requirements of Chapter 164, Florida Statutes. In the event that any party seeks to enforce this Interlocal Agreement by court proceedings or otherwise, then the prevailing party or parties shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution or appellate proceedings.

Section 6. Severability. In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be construed or deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

Section 7. Interpretation. This Interlocal Agreement has been negotiated fully between the parties as an arm's length transaction. All parties participated fully in the preparation of this Interlocal Agreement. In the case of a dispute concerning the interpretation of any provision of this Interlocal Agreement, all parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party. The headings contained in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement.

Section 8. Employee Status. Persons employed by one party in the performance of services and functions pursuant to this Agreement shall not be deemed to be employees of another party nor shall they have any claim to pension, worker's compensation, civil service, or other employee rights or privileges granted by another party to its officers and employees.

Section 9. Waiver. A waiver by any party of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making of a payment by a Municipality or the acceptance thereof by the County with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

Section 10. Entire Agreement and Amendment. This instrument constitutes the entire Agreement between the parties and supersedes all discussions, understandings and agreements. Any modification of the terms of this Agreement shall be in a written instrument executed by the parties.

Section 11. Time is of the Essence. The parties agree that time is of the essence with respect to this Interlocal Agreement.

Section 12. Notice. Each party shall furnish to the other parties such notice, as may be required from time to time, pursuant to this Interlocal Agreement, in writing, posted in the U.S. Mail certified, by hand delivery, or by overnight delivery service and addressed as follows:

FOR FLAGLER COUNTY:

Flagler County Board of County Commissioners
Attn: County Administrator
1769 East Moody Boulevard, Building 2
Bunnell, Florida 32110

With copy to: Flagler County Board of County Commissioners
Attn: County Attorney
1769 East Moody Boulevard, Building 2
Bunnell, Florida 32110

FOR TOWN OF BEVERLY BEACH:

Town of Beverly Beach
Attn: Town Clerk
2735 North Oceanshore Boulevard
Flagler Beach, Florida 32136

With copy to: Chiumento Law
Attn: William Bosch, Town Attorney
145 City Place Ste 301
Palm Coast, FL 32164

FOR TOWN OF MARINELAND:

Town of Marineland
Attn: Town Manager
9507 North Oceanshore Boulevard
St. Augustine, Florida 32080

With copy to: Dennis K. Bayer, Esq.
109 South 6th Street
Suite 200
Flagler Beach, FL 32136

FOR CITY OF PALM COAST:

City of Palm Coast
Attn: City Manager
160 Lake Avenue
Palm Coast, Florida 32164

With copy to: Garganese, Weiss, D'Agresta & Salzman, P.A.
Attn: William E. Reischmann, Jr., City Attorney
111 North Orange Avenue
Suite 2000
Orlando, Florida 32801

Except as otherwise provided in this Agreement, any notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving notice contained in this Agreement would otherwise expire on a non-business day, the notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Any party or other person to whom notices are to be sent or copied may notify

the other parties and addressees of any change in name or address to which notices shall be sent by providing the same upon fifteen (15) days written notice to the parties and addressees set forth herein.

Section 13. Effective Date. This Interlocal Agreement and the rights conferred herein shall not become effective until executed by the last party listed herein. Upon the effective date, this Interlocal Agreement shall be filed with the Clerk of the Circuit Court of Flagler County, Florida, in accordance with the requirements of Subsection 163.01(11), Florida Statutes, which date shall be as set forth in the first paragraph of this Interlocal Agreement at recording.

Section 14. Term of Interlocal Agreement. The term of this Interlocal Agreement shall commence upon the Effective Date and remain effective until amended or rescinded by the parties.

**REMAINDER OF PAGE INTENTIONALLY BLANK
SIGNATURE PAGES TO FOLLOW**

IN WITNESS WHEREOF, the COUNTY OF FLAGLER as a party hereto affix their hand and seal this _____ day of _____ 2022.

COUNTY OF FLAGLER, FLORIDA

ATTEST:

Tom Bexley, Clerk of the Circuit
Court and Comptroller

Joseph F. Mullins, Chair

Approved as to form and legality:

Al Hadeed, County Attorney

IN WITNESS WHEREOF, the TOWN OF BEVERLY BEACH as a party hereto affix their hand and seal this _____ day of _____ 2022.

TOWN OF BEVERLY BEACH, FLORIDA

ATTEST:

Jim Ardell, Town Clerk

Stephen Emmett, Mayor

Approved as to form and legality:

William J. Bosch, Town Attorney

IN WITNESS WHEREOF, the TOWN OF MARINELAND as a party hereto affix their hand and seal this _____ day of _____ 2022.

TOWN OF MARINELAND, FLORIDA

ATTEST:

Lexy Taylor, Town Clerk

Angela TenBroeck, Mayor

Approved as to form and legality:

Dennis Bayer, Town Attorney

IN WITNESS WHEREOF, the CITY OF PALM COAST as a party hereto affix their hand and seal this _____ day of _____ 2022.

CITY OF PALM COAST, FLORIDA

ATTEST:

Virginia Smith, City Clerk

David Alfin, Mayor

Approved as to form and legality:

William E. Reischmann, Jr., City Attorney

**INTERLOCAL AGREEMENT
FOR THE COLLECTION OF THE FLAGLER COUNTY LIBRARY IMPACT FEE**

THIS INTERLOCAL AGREEMENT is made and entered into this _____ day of _____, 2022 by and between the COUNTY OF FLAGLER, a political subdivision of the State of Florida (hereafter referred to as “County”), whose address is 1769 East Moody Boulevard, Building 2, Bunnell, Florida 32110, the TOWN OF BEVERLY BEACH, a municipal corporation of the State of Florida (hereafter referred to as “Beverly Beach”), whose address is 2735 North Oceanshore Boulevard, Flagler Beach, Florida 32136, the CITY OF BUNNELL, a municipal corporation of the State of Florida (hereafter referred to as “Bunnell”), whose address is 604 East Moody Boulevard, Unit 6, Bunnell, Florida 32110, the TOWN OF MARINELAND, a municipal corporation of the State of Florida (hereafter referred to as “Marineland”), whose address is 9507 North Oceanshore Boulevard, St. Augustine, Florida 32080, and the CITY OF PALM COAST, a municipal corporation of the State of Florida, (hereafter referred to as “Palm Coast”), whose address is 160 Lake Avenue, Palm Coast, Florida 32164, with each of the municipalities separately referred to as “Municipality” and the municipalities collectively referred to as “Municipalities”, and County and Municipalities separately referred to as “party” and collectively referred to as “parties” herein.

WITNESSETH

WHEREAS, on December 6, 2021, Flagler County adopted Ordinance No. 2021-09, known as the Comprehensive Impact Fee Ordinance (“Ordinance”), and as codified in the County’s Code of Ordinances;

WHEREAS, County’s adoption of the Ordinance provided, among other things, that an impact fee would be put in place that would help to fund the capital costs related to the provision of library services (“Library Impact Fee”);

WHEREAS, the Florida Interlocal Cooperation Act of 1969 (“Act”) set forth in Florida Statutes Section 163.01 et seq. contemplates Interlocal Agreements between governmental entities;

WHEREAS, the purpose of the Act is to permit local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities;

WHEREAS, Section 17-6 of the Ordinance provides for the establishment of the terms and conditions for the implementation and enforcement of the Ordinance within the Municipalities through an Interlocal Agreement;

WHEREAS, the purpose of this Interlocal Agreement is to establish procedures for the County's collection and distribution of impact fees generated from development activity within the Municipalities;

WHEREAS, it is in the mutual interest of the County and the Municipalities to establish intergovernmental relations that encourage, promote and improve the coordination, overall effectiveness and efficiency of governmental activities and services within the County, including, but not limited to, the development and construction of community projects and the provision of public services in an efficient and equitable manner;

WHEREAS, the County and the Municipalities find this Interlocal Agreement to be necessary, proper and convenient to the exercise of their powers, duties and purposes authorized by law; and

WHEREAS, the County and the Municipalities desire to delineate their respective rights and obligations as set forth below.

NOW, THEREFORE, in consideration of the recitals, agreements and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

Section 1. Recitals and Authority. The foregoing recitals are true and correct and, by this reference, are incorporated as a material part of this Interlocal Agreement. This Interlocal Agreement is entered into pursuant to the provision of Florida law, including, but not limited to, Chapters 125, 163, and 166, Florida Statutes, and the Florida Constitution.

Section 2. Agreement by the Parties.

a. Establishment of Library Impact Fee. A Library Impact Fee has been established through the adoption of the Ordinance. The Ordinance provides for the setting of the Library Impact Fee, including legislative findings and administrative procedures for the collection and expenditure of Library Impact Fee funds. To the extent possible and as provided in this Agreement and the Ordinance, the Ordinance shall control as to the legal authority of the Municipalities to collect the Library Impact Fee on behalf of the County.

b. Collection of Library Impact Fee. It is agreed by the parties that the Municipalities will collect the Library Impact Fee on behalf of the County coincident with the issuance of building permits by the respective Municipalities for applicable capital construction within their respective jurisdictions. The Municipalities shall maintain the collected Library Impact Fees separate and distinct from all other revenues. The rate for the Library Impact Fee to be collected shall be as follows:

ITE LUC	Land Use	Unit	Libraries
RESIDENTIAL:			
210	Single Family (Detached)	du	\$268
221	Multi-Family	du	\$139
240	Mobile Home (Mobile Home Park for Roads)	du	\$191

c. Administrative Costs. In accordance with Section 163.31801, Florida Statutes, the Florida Impact Fee Act, it is agreed by the parties that the Municipalities may retain the actual costs incurred in collecting the Library Impact Fee, as an administrative charge to defray the costs of collecting and administering the Library Impact Fee. Each Municipality is responsible for maintaining records reflecting the actual costs incurred as the basis of the imposition of a standard administrative fee retained by the Municipality.

d. Remittance of Library Impact Fee. The Municipalities shall remit the collected Library Impact Fees minus the administrative fee to the County on a quarterly basis, with the transfer of funds to occur on or before the thirtieth (30th) day of the month immediately following the end of the quarter, i.e., by April 30th for the First Quarter, by July 30th for the Second Quarter, by October 30th for the Third Quarter, and by January 30th for the Fourth Quarter. Remittance may be through wire transfer to the Clerk of Court, through check payable to the Flagler County Board of County Commissioners, or through other method mutually agreed to between the Municipality as payor and the County as payee.

Each Municipality shall, in addition to the quarterly transfer of the Library Impact Fees, remit to the County a report accounting for the total Library Impact Fees collected for the quarter and the administrative fees retained by the Municipality. The reports shall specify the dates the fees were paid, the location of the properties for which the building permits were issued, the names and addresses of the applicants, the type/use of structures for which the building permits were issued, and the amount of the Law Enforcement Impact Fees paid. Should no Library Impact Fees be collected for the quarter, the Municipality shall report to the County that no Library

Impact Fees are to be remitted because no Library Impact Fees were collected by the Municipality.

e. Expenditure of Library Impact Fee Funds. Library Impact Fee funds collected by the Municipalities shall be received, retained, and expended by the County in accordance with the Ordinance. The County is responsible for maintaining records reflecting the expenditures of the Library Impact Fee funds, and for complying with all aspects of Section 163.31801, Florida Statutes, as applicable.

f. Developer Contribution Credits in Lieu of Payment of Library Impact Fee. As provided in Florida Statutes, a Municipality must credit against the collection of the Library Impact Fee any contribution, whether identified in a proportionate fair share agreement or other form of exaction, related to library public facilities or infrastructure, including land, site planning and design, or construction. For purposes of this subsection, the Municipality shall provide the County with a detailed description of the contribution and its corresponding fair market value. The Municipality shall issue the credit to the developer on a dollar-for-dollar basis to reduce any Library Impact Fee for which the contribution was made. Evidence of the credit to the developer shall be provided by the Municipality to the County on a quarterly basis.

Section 3. Indemnification. To the extent permitted by law, each party agrees to indemnify and hold the other parties harmless from and against any and all damages, losses or claims, including, but not limited to, legal fees and expenses, to the extent that such damages, losses or claims are attributable to any party's actions, omissions or negligence in its performance under this Interlocal Agreement. Nothing in this Interlocal Agreement shall be deemed as a waiver of immunity or limits of liability of any party, including their supervisors, officers, agents and employees, beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute, and nothing in this Interlocal Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law. Nothing in this Agreement is intended, nor shall be construed, to confer any rights or benefits upon any party other than Municipalities and County.

Section 4. Default. A default by any party under this Interlocal Agreement shall entitle the other parties, separately or collectively, to all remedies available at law or in equity, which may include, but not be limited to, damages, injunctive relief and specific performance. Each of the parties hereto shall give the other parties written notice of any defaults hereunder and shall allow the defaulting party or parties not less than fifteen (15) days from the date of receipt of such notice to cure monetary defaults and thirty (30) days to cure other defaults.

Section 5. Disputes/Enforcement. All disputes under this Interlocal Agreement shall be governed in accordance with the requirements of Chapter 164, Florida Statutes. In the event that any party seeks to enforce this Interlocal Agreement by court proceedings or otherwise, then the prevailing party or parties shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution or appellate proceedings.

Section 6. Severability. In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be construed or deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

Section 7. Interpretation. This Interlocal Agreement has been negotiated fully between the parties as an arm's length transaction. All parties participated fully in the preparation of this Interlocal Agreement. In the case of a dispute concerning the interpretation of any provision of this Interlocal Agreement, all parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party. The headings contained in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement.

Section 8. Employee Status. Persons employed by one party in the performance of services and functions pursuant to this Agreement shall not be deemed to be employees of another party nor shall they have any claim to pension, worker's compensation, civil service, or other employee rights or privileges granted by another party to its officers and employees.

Section 9. Waiver. A waiver by any party of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making of a payment by a Municipality or the acceptance thereof by the County with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

Section 10. Entire Agreement and Amendment. This instrument constitutes the entire Agreement between the parties and supersedes all discussions, understandings and agreements. Any modification of the terms of this Agreement shall be in a written instrument executed by the parties.

Section 11. Time is of the Essence. The parties agree that time is of the essence with respect to this Interlocal Agreement.

Section 13. Notice. Each party shall furnish to the other parties such notice, as may be required from time to time, pursuant to this Interlocal Agreement, in writing, posted in the U.S. Mail certified, by hand delivery, or by overnight delivery service and addressed as follows:

FOR FLAGLER COUNTY:

Flagler County Board of County Commissioners
Attn: County Administrator
1769 East Moody Boulevard, Building 2
Bunnell, Florida 32110

With copy to: Flagler County Board of County Commissioners
Attn: County Attorney
1769 East Moody Boulevard, Building 2
Bunnell, Florida 32110

FOR TOWN OF BEVERLY BEACH:

Town of Beverly Beach
Attn: Town Clerk
2735 North Oceanshore Boulevard
Flagler Beach, Florida 32136

With copy to: Chimento Law
Attn: William Bosch, Town Attorney
145 City Place Ste 301
Palm Coast, FL 32164

FOR CITY OF BUNNELL:

City of Bunnell
Attn: City Manager
604 East Moody Boulevard
Unit 6
Bunnell, Florida 32110

With copy to: Vose Law Firm, LLP
Attn: Wade C. Vose, City Attorney
324 West Morse Boulevard
Winter Park, Florida 32789

FOR TOWN OF MARINELAND:

Town of Marineland
Attn: Town Manager
9507 North Oceanshore Boulevard
St. Augustine, Florida 32080

With copy to: Dennis K. Bayer, Esq.
109 South 6th Street
Suite 200
Flagler Beach, FL 32136

FOR CITY OF PALM COAST:

City of Palm Coast
Attn: City Manager
160 Lake Avenue
Palm Coast, Florida 32164

With copy to: Garganese, Weiss, D'Agresta & Salzman, P.A.
Attn: William E. Reischmann, Jr., City Attorney
111 North Orange Avenue
Suite 2000
Orlando, Florida 32801

Except as otherwise provided in this Agreement, any notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving notice contained in this Agreement would otherwise expire on a non-business day, the notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Any party or other person to whom notices are to be sent or copied may notify

the other parties and addressees of any change in name or address to which notices shall be sent by providing the same upon fifteen (15) days written notice to the parties and addressees set forth herein.

Section 13. Effective Date. This Interlocal Agreement and the rights conferred herein shall not become effective until executed by the last party listed herein. Upon the effective date, this Interlocal Agreement shall be filed with the Clerk of the Circuit Court of Flagler County, Florida, in accordance with the requirements of Subsection 163.01(11), Florida Statutes, which date shall be set forth in the first paragraph of this Interlocal Agreement at recording.

Section 14. Term of Interlocal Agreement. The term of this Interlocal Agreement shall commence upon the Effective Date and remain effective until amended or rescinded by the parties.

**REMAINDER OF PAGE INTENTIONALLY BLANK
SIGNATURE PAGES TO FOLLOW**

IN WITNESS WHEREOF, the COUNTY OF FLAGLER as a party hereto affix their hand and seal this ____ day of _____ 2022.

COUNTY OF FLAGLER, FLORIDA

ATTEST:

Tom Bexley, Clerk of the Circuit
Court and Comptroller

Joseph F. Mullins, Chair

Approved as to form and legality:

Al Hadeed, County Attorney

IN WITNESS WHEREOF, the TOWN OF BEVERLY BEACH as a party hereto affix their hand and seal this _____ day of _____ 2022.

TOWN OF BEVERLY BEACH, FLORIDA

ATTEST:

Jim Ardell, Town Clerk

Stephen Emmett, Mayor

Approved as to form and legality:

William J. Bosch, Town Attorney

IN WITNESS WHEREOF, the CITY OF BUNNELL as a party hereto affix their hand and seal
this _____ day of _____ 2022.

CITY OF BUNNELL, FLORIDA

ATTEST:

Kristen Bates, City Clerk

Catherine Robinson, Mayor

Approved as to form and legality:

Wade C. Vose, City Attorney

IN WITNESS WHEREOF, the TOWN OF MARINELAND as a party hereto affix their hand and seal this _____ day of _____ 2022.

TOWN OF MARINELAND, FLORIDA

ATTEST:

Lexy Taylor, Town Clerk

Angela TenBroeck, Mayor

Approved as to form and legality:

Dennis Bayer, Town Attorney

IN WITNESS WHEREOF, the CITY OF PALM COAST as a party hereto affix their hand and seal this _____ day of _____ 2022.

CITY OF PALM COAST, FLORIDA

ATTEST:

Virginia Smith, City Clerk

David Alfin, Mayor

Approved as to form and legality:

William E. Reischmann, Jr., City Attorney

**INTERLOCAL AGREEMENT
FOR THE COLLECTION OF THE FLAGLER COUNTY PARKS
AND RECREATIONAL FACILITIES IMPACT FEE**

THIS INTERLOCAL AGREEMENT is made and entered into this ____ day of _____, 2022 by and between the COUNTY OF FLAGLER, a political subdivision of the State of Florida (hereafter referred to as “County”), whose address is 1769 East Moody Boulevard, Building 2, Bunnell, Florida 32110, the TOWN OF BEVERLY BEACH, a municipal corporation of the State of Florida (hereafter referred to as “Beverly Beach”), whose address is 2735 North Oceanshore Boulevard, Flagler Beach, Florida 32136, the CITY OF BUNNELL, a municipal corporation of the State of Florida (hereafter referred to as “Bunnell”), whose address is 604 East Moody Boulevard, Unit 6, Bunnell, Florida 32110, and the TOWN OF MARINELAND, a municipal corporation of the State of Florida (hereafter referred to as “Marineland”), whose address is 9507 North Oceanshore Boulevard, St. Augustine, Florida 32080, with each of the municipalities separately referred to as “Municipality” and the municipalities collectively referred to as “Municipalities”, and County and Municipalities separately referred to as “party” and collectively referred to as “parties” herein.

WITNESSETH

WHEREAS, on December 6, 2021, Flagler County adopted Ordinance No. 2021-09, known as the Comprehensive Impact Fee Ordinance (“Ordinance”), and as codified in the County’s Code of Ordinances;

WHEREAS, County’s adoption of the Ordinance provided, among other things, that an impact fee would be put in place that would help to fund the capital costs related to the provision of parks and recreation services (“Parks and Recreational Facilities Impact Fee”);

WHEREAS, the Florida Interlocal Cooperation Act of 1969 (“Act”) set forth in Florida Statutes Section 163.01 et seq. contemplates Interlocal Agreements between governmental entities;

WHEREAS, the purpose of the Act is to permit local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities;

WHEREAS, Section 17-6 of the Ordinance provides for the establishment of the terms and conditions for the implementation and enforcement of the Ordinance within the Municipalities through an Interlocal Agreement;

WHEREAS, the purpose of this Interlocal Agreement is to establish procedures for the County's collection and distribution of impact fees generated from development activity within the Municipalities;

WHEREAS, it is in the mutual interest of the County and the Municipalities to establish intergovernmental relations that encourage, promote and improve the coordination, overall effectiveness and efficiency of governmental activities and services within the County, including, but not limited to, the development and construction of community projects and the provision of public services in an efficient and equitable manner;

WHEREAS, the County and the Municipalities find this Interlocal Agreement to be necessary, proper and convenient to the exercise of their powers, duties and purposes authorized by law; and

WHEREAS, the County and the Municipalities desire to delineate their respective rights and obligations as set forth below.

NOW, THEREFORE, in consideration of the recitals, agreements and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

Section 1. Recitals and Authority. The foregoing recitals are true and correct and, by this reference, are incorporated as a material part of this Interlocal Agreement. This Interlocal Agreement is entered into pursuant to the provision of Florida law, including, but not limited to, Chapters 125, 163, and 166, Florida Statutes, and the Florida Constitution.

Section 2. Agreement by the Parties.

a. Establishment of Parks and Recreational Facilities Impact Fee. A Parks and Recreational Facilities Impact Fee has been established through the adoption of the Ordinance. The Ordinance provides for the setting of the Parks and Recreational Facilities Impact Fee, including legislative findings and administrative procedures for the collection and expenditure of Parks and Recreational Facilities Impact Fee funds. To the extent possible and as provided in this Agreement and the Ordinance, the Ordinance shall control as to the legal

authority of the Municipalities to collect the Parks and Recreational Facilities Impact Fee on behalf of the County.

b. Collection of Parks and Recreational Facilities Impact Fee. It is agreed by the parties that the Municipalities will collect the Parks and Recreational Facilities Impact Fee on behalf of the County coincident with the issuance of building permits by the respective Municipalities for applicable capital construction within their respective jurisdictions. The Municipalities shall maintain the collected Parks and Recreational Facilities Impact Fees separate and distinct from all other revenues. The rate for the Parks and Recreational Facilities Impact Fee shall be established as follows:

Effective March 15, 2022:

ITE LUC	Land Use	Unit	Parks & Rec
RESIDENTIAL:			
210	Single Family (Detached)	du	\$304
221	Multi-Family	du	\$122
240	Mobile Home (Mobile Home Park for Roads)	du	\$284

Effective March 15, 2023:

ITE LUC	Land Use	Unit	Parks & Rec
RESIDENTIAL:			
210	Single Family (Detached)	du	\$333
221	Multi-Family	du	\$133
240	Mobile Home (Mobile Home Park for Roads)	du	\$310

Effective March 15, 2024:

ITE LUC	Land Use	Unit	Parks & Rec
RESIDENTIAL:			
210	Single Family (Detached)	du	\$371
221	Multi-Family	du	\$148
240	Mobile Home (Mobile Home Park for Roads)	du	\$346

Effective March 15, 2025:

ITE LUC	Land Use	Unit	Parks & Rec
RESIDENTIAL:			
210	Single Family (Detached)	du	\$399
221	Multi-Family	du	\$160
240	Mobile Home (Mobile Home Park for Roads)	du	\$372

c. Administrative Costs. In accordance with Section 163.31801, Florida Statutes, the Florida Impact Fee Act, it is agreed by the parties that the Municipalities may retain the actual costs incurred in collecting the Parks and Recreational Facilities Impact Fee, as an administrative charge to defray the costs of collecting and administering the Parks and Recreational Facilities Impact Fee. Each Municipality is responsible for maintaining records reflecting the actual costs incurred as the basis of the imposition of a standard administrative fee retained by the Municipality.

d. Remittance of Parks and Recreational Facilities Impact Fee. The Municipalities shall remit the collected Parks and Recreational Facilities Impact Fees minus the administrative fee to the County on a quarterly basis, with the transfer of funds to occur on or before the thirtieth (30th) day of the month immediately following the end of the quarter, i.e., by April 30th for the First Quarter, by July 30th for the Second Quarter, by October 30th for the Third Quarter, and by January 30th for the Fourth Quarter. Remittance may be through wire transfer to the Clerk of Court, through check payable to the Flagler County Board of County Commissioners, or through other method mutually agreed to between the Municipality as payor and the County as payee.

Each Municipality shall, in addition to the quarterly transfer of the Parks and Recreational Facilities Impact Fees, remit to the County a report accounting for the total Parks and Recreational Facilities Impact Fees collected for the quarter and the administrative fees retained by the Municipality. The reports shall specify the dates the fees were paid, the location of the properties for which the building permits were issued, the names and addresses of the applicants, the type/use of structures for which the building permits were issued, and the amount of the Parks and Recreational Facilities Impact Fees paid. Should no Parks and Recreational Facilities Impact Fees be collected for the quarter, the Municipality shall report to the County that no Parks and Recreational Facilities Impact Fees are to be remitted because no Parks and Recreational Facilities Impact Fees were collected by the Municipality.

e. Expenditure of Parks and Recreational Facilities Impact Fee Funds. Parks and Recreational Facilities Impact Fee funds collected by the Municipalities shall be received, retained, and expended by the County in accordance with the Ordinance. The County is responsible for maintaining records reflecting the expenditures of the Parks and Recreational Facilities Impact Fee funds, and for complying with all aspects of Section 163.31801, Florida Statutes, as applicable.

f. Developer Contribution Credits in Lieu of Payment of Parks and Recreational Facilities Impact Fee. As provided in Florida Statutes, a Municipality must credit against the collection of the Parks and Recreational Facilities Impact Fee any contribution, whether identified in a proportionate fair share agreement or other form of exaction, related to parks and recreational facilities or infrastructure, including land dedication, site planning and design, or construction. For purposes of this subsection, the Municipality shall provide the County with a detailed description of the contribution and its corresponding fair market value. The Municipality shall issue the credit to the developer on a dollar-for-dollar basis to reduce any Parks and Recreational Facilities Impact Fee for which the contribution was made. Evidence of the credit to the developer shall be provided by the Municipality to the County on a quarterly basis.

Section 3. Indemnification. To the extent permitted by law, each party agrees to indemnify and hold the other parties harmless from and against any and all damages, losses or claims, including, but not limited to, legal fees and expenses, to the extent that such damages, losses or claims are attributable to any party's actions, omissions or negligence in its performance under this Interlocal Agreement. Nothing in this Interlocal Agreement shall be deemed as a waiver of immunity or limits of liability of any party, including their supervisors, officers, agents and employees, beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute, and nothing in this Interlocal Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law. Nothing in this Agreement is intended, nor shall be construed, to confer any rights or benefits upon any party other than Municipalities and County.

Section 4. Default. A default by any party under this Interlocal Agreement shall entitle the other parties, separately or collectively, to all remedies available at law or in equity, which may include, but not be limited to, damages, injunctive relief and specific performance. Each of the parties hereto shall give the other parties written notice of any defaults hereunder and shall allow the defaulting party or parties not less than fifteen (15) days from the date of receipt of such notice to cure monetary defaults and thirty (30) days to cure other defaults.

Section 5. Disputes/Enforcement. All disputes under this Interlocal Agreement shall be governed in accordance with the requirements of Chapter 164, Florida Statutes. In the event that any party seeks to enforce this Interlocal Agreement by court proceedings or otherwise, then the prevailing party or parties shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution or appellate proceedings.

Section 6. Severability. In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be construed or deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

Section 7. Interpretation. This Interlocal Agreement has been negotiated fully between the parties as an arm's length transaction. All parties participated fully in the preparation of this Interlocal Agreement. In the case of a dispute concerning the interpretation of any provision of this Interlocal Agreement, all parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party. The headings contained in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement.

Section 8. Employee Status. Persons employed by one party in the performance of services and functions pursuant to this Agreement shall not be deemed to be employees of another party nor shall they have any claim to pension, worker's compensation, civil service, or other employee rights or privileges granted by another party to its officers and employees.

Section 9. Waiver. A waiver by any party of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making of a payment by a Municipality or the acceptance thereof by the County with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

Section 10. Entire Agreement and Amendment. This instrument constitutes the entire Agreement between the parties and supersedes all discussions, understandings and agreements. Any modification of the terms of this Agreement shall be in a written instrument executed by the parties.

Section 11. Time is of the Essence. The parties agree that time is of the essence with respect to this Interlocal Agreement.

Section 12. Notice. Each party shall furnish to the other parties such notice, as may be required from time to time, pursuant to this Interlocal Agreement, in writing, posted in the U.S. Mail certified, by hand delivery, or by overnight delivery service and addressed as follows:

FOR FLAGLER COUNTY:

Flagler County Board of County Commissioners
Attn: County Administrator
1769 East Moody Boulevard, Building 2
Bunnell, Florida 32110

With copy to: Flagler County Board of County Commissioners
Attn: County Attorney
1769 East Moody Boulevard, Building 2
Bunnell, Florida 32110

FOR TOWN OF BEVERLY BEACH:

Town of Beverly Beach
Attn: Town Clerk
2735 North Oceanshore Boulevard
Flagler Beach, Florida 32136

With copy to: Chiumento Law
Attn: William Bosch, Town Attorney
145 City Place Ste 301
Palm Coast, FL 32164

FOR CITY OF BUNNELL:

City of Bunnell
Attn: City Manager
604 East Moody Boulevard
Unit 6
Bunnell, Florida 32110

With copy to: Vose Law Firm, LLP
Attn: Wade C. Vose, City Attorney
324 West Morse Boulevard
Winter Park, Florida 32789

FOR TOWN OF MARINELAND:

Town of Marineland
Attn: Town Manager
9507 North Oceanshore Boulevard
St. Augustine, Florida 32080

With copy to: Dennis K. Bayer, Esq.
109 South 6th Street
Suite 200
Flagler Beach, FL 32136

Except as otherwise provided in this Agreement, any notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving notice contained in this Agreement would otherwise expire on a non-business day, the notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Any party or other person to whom notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which notices shall be sent by providing the same upon fifteen (15) days written notice to the parties and addressees set forth herein.

Section 13. Effective Date. This Interlocal Agreement and the rights conferred herein shall not become effective until executed by the last party listed herein. Upon the effective date, this Interlocal Agreement shall be filed with the Clerk of the Circuit Court of Flagler County, Florida, in accordance with the requirements of Subsection 163.01(11), Florida Statutes, which date shall be set forth in the first paragraph of this Interlocal Agreement at recording.

Section 14. Term of Interlocal Agreement. The term of this Interlocal Agreement shall commence upon the Effective Date and remain effective until amended or rescinded by the parties.

**REMAINDER OF PAGE INTENTIONALLY BLANK
SIGNATURE PAGES TO FOLLOW**

IN WITNESS WHEREOF, the COUNTY OF FLAGLER as a party hereto affix their hand and seal this _____ day of _____ 2022.

COUNTY OF FLAGLER, FLORIDA

ATTEST:

Tom Bexley, Clerk of the Circuit
Court and Comptroller

Joseph F. Mullins, Chair

Approved as to form and legality:

Al Hadeed, County Attorney

IN WITNESS WHEREOF, the TOWN OF BEVERLY BEACH as a party hereto affix their hand and seal this _____ day of _____ 2022.

TOWN OF BEVERLY BEACH, FLORIDA

ATTEST:

Jim Ardell, Town Clerk

Stephen Emmett, Mayor

Approved as to form and legality:

William J. Bosch, Town Attorney

IN WITNESS WHEREOF, the CITY OF BUNNELL as a party hereto affix their hand and seal
this _____ day of _____ 2022.

CITY OF BUNNELL, FLORIDA

ATTEST:

Kristen Bates, City Clerk

Catherine Robinson, Mayor

Approved as to form and legality:

Wade C. Vose, City Attorney

IN WITNESS WHEREOF, the TOWN OF MARINELAND as a party hereto affix their hand and seal this _____ day of _____ 2022.

TOWN OF MARINELAND, FLORIDA

ATTEST:

Lexy Taylor, Town Clerk

Angela TenBroeck, Mayor

Approved as to form and legality:

Dennis Bayer, Town Attorney

**INTERLOCAL AGREEMENT
FOR THE COLLECTION OF THE FLAGLER COUNTY TRANSPORTATION IMPACT FEE**

THIS INTERLOCAL AGREEMENT is made and entered into this _____ day of _____, 2022 by and between the COUNTY OF FLAGLER, a political subdivision of the State of Florida (hereafter referred to as “County”), whose address is 1769 East Moody Boulevard, Building 2, Bunnell, Florida 32110, the TOWN OF BEVERLY BEACH, a municipal corporation of the State of Florida (hereafter referred to as “Beverly Beach”), whose address is 2735 North Oceanshore Boulevard, Flagler Beach, Florida 32136, and the TOWN OF MARINELAND, a municipal corporation of the State of Florida (hereafter referred to as “Marineland”), whose address is 9507 North Oceanshore Boulevard, St. Augustine, Florida 32080, with each of the municipalities separately referred to as “Municipality” and the municipalities collectively referred to as “Municipalities”, and County and Municipalities separately referred to as “party” and collectively referred to as “parties” herein.

WITNESSETH

WHEREAS, on December 6, 2021, Flagler County adopted Ordinance No. 2021-09, known as the Comprehensive Impact Fee Ordinance (“Ordinance”), and as codified in the County’s Code of Ordinances;

WHEREAS, County’s adoption of the Ordinance provided, among other things, that an impact fee would be put in place that would help to fund the capital costs related to the provision of transportation infrastructure (“Transportation Impact Fee”);

WHEREAS, the Florida Interlocal Cooperation Act of 1969 (“Act”) set forth in Florida Statutes Section 163.01 et seq. contemplates Interlocal Agreements between governmental entities;

WHEREAS, the purpose of the Act is to permit local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities;

WHEREAS, Section 17-6 of the Ordinance provides for the establishment of the terms and conditions for the implementation and enforcement of the Ordinance within the Municipalities through an Interlocal Agreement;

WHEREAS, the purpose of this Interlocal Agreement is to establish procedures for the County's collection and distribution of impact fees generated from development activity within the Municipalities;

WHEREAS, it is in the mutual interest of the County and the Municipalities to establish intergovernmental relations that encourage, promote and improve the coordination, overall effectiveness and efficiency of governmental activities and services within the County, including, but not limited to, the development and construction of community projects and the provision of public services in an efficient and equitable manner;

WHEREAS, the County and the Municipalities find this Interlocal Agreement to be necessary, proper and convenient to the exercise of their powers, duties and purposes authorized by law; and

WHEREAS, the County and the Municipalities desire to delineate their respective rights and obligations as set forth below.

NOW, THEREFORE, in consideration of the recitals, agreements and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

Section 1. Recitals and Authority. The foregoing recitals are true and correct and, by this reference, are incorporated as a material part of this Interlocal Agreement. This Interlocal Agreement is entered into pursuant to the provision of Florida law, including, but not limited to, Chapters 125, 163, and 166, Florida Statutes, and the Florida Constitution.

Section 2. Agreement by the Parties.

a. Establishment of Transportation Impact Fee. A Transportation Impact Fee has been established through the adoption of the Ordinance. The Ordinance provides for the setting of the Transportation Impact Fee, including legislative findings and administrative procedures for the collection and expenditure of Transportation Impact Fee funds. To the extent possible and as provided in this Agreement and the Ordinance, the Ordinance shall control as to the legal authority of the Municipalities to collect the Transportation Impact Fee on behalf of the County.

b. Collection of Transportation Impact Fee. It is agreed by the parties that the Municipalities will collect the Transportation Impact Fee on behalf of the County coincident

with the issuance of building permits by the respective Municipalities for applicable capital construction within their respective jurisdictions. The Municipalities shall maintain the collected Transportation Impact Fees separate and distinct from all other revenues. The rate for the Transportation Impact Fee to be collected shall be as follows:

Effective March 15, 2022:

ITE LUC	Land Use	Unit	Roads
RESIDENTIAL:			
210	Single Family (Detached)	du	\$1,502
221	Multi-Family	du	\$691
240	Mobile Home (Mobile Home Park for Roads)	du	\$554
TRANSIENT, ASSISTED, GROUP:			
253	Congregate Care Facility	du	\$148
310	Hotel	room	\$613
320	Motel	room	\$292
620	Nursing Home	bed	\$187
RECREATIONAL:			
411	Public Park	acre	\$98
416	RV Park	site	\$202
420	Marina	berth	\$376
430	Golf Course	hole	\$4,811
445	Movie Theater	screen	\$5,853
492	Health/Fitness Club	1,000 sf	\$4,438
INSTITUTIONAL:			
520	Elementary School (Private)	student	\$159
522	Middle/Junior High School (Private)	student	\$145
525	High School (Private)	student	\$152
540	University/Junior College (7,500 or fewer students) (Private)	student	\$314
550	University/Junior College (more than 7,500 students) (Private)	student	\$236
560	Church	1,000 sf	\$705
565	Day Care Center	1,000 sf	\$1,910
MEDICAL:			
610	Hospital	1,000 sf	\$1,484
OFFICE:			
710	General Office	1,000 sf	\$1,491
714	Corporate Headquarters Building	1,000 sf	\$1,096
720	Medical Office 10,000 sq ft or less	1,000 sf	\$3,421
720	Medical Office greater than 10,000 sq ft	1,000 sf	\$4,920

RETAIL:			
822	Retail/Shopping Center 40,000 sfgla or less	1,000 sfgla	\$993
821	Retail/Shopping Center 40,001 to 150,000 sfgla	1,000 sfgla	\$1,949
820	Retail/Shopping Center greater than 150,000 sfgla	1,000 sfgla	\$2,037
840/841	New/Used Auto Sales	1,000 sf	\$2,365
849	Tire Superstore	bay	\$2,106
850	Supermarket	1,000 sf	\$2,858
851	Convenience Market - 24 hrs	1,000 sf	\$11,910
862	Home Improvement Superstore	1,000 sf	\$1,203
880/881	Pharmacy/Drug Store with & without Drive-Thru	1,000 sf	\$1,797
890	Furniture Store	1,000 sf	\$545
SERVICES:			
911	Bank/Savings Walk-In	1,000 sf	\$1,714
912	Bank/Savings Drive-In	1,000 sf	\$3,070
931	Quality Restaurant	1,000 sf	\$5,483
932	High-Turn Over Restaurant	1,000 sf	\$6,140
934	Fast Food Restaurant w/Drive-Thru	1,000 sf	\$14,833
941	Quick Lubrication Vehicle Shop	bay	\$2,746
942	Automobile Care Center	1,000 sf	\$1,943
944	Gas Station w/Convenience Store <2,000 sq ft	fuel pos.	\$1,954
945	Gas Station w/Convenience Store 2,000-5,499 sq ft	fuel pos.	\$3,016
960	Gas Station w/Convenience Store 5,500+ sq ft	fuel pos.	\$3,943
n/a	Gasoline/Convenience w/Fast Food	1,000 sf	\$21,886
INDUSTRIAL:			
110	General Light Industrial	1,000 sf	\$617
130	Industrial Park	1,000 sf	\$425
140	Manufacturing	1,000 sf	\$600
150	Warehousing	1,000 sf	\$211
151	Mini-Warehouse	1,000 sf	\$120

Effective March 15, 2023:

ITE LUC	Land Use	Unit	Roads
RESIDENTIAL:			
210	Single Family (Detached)	du	\$1,551
221	Multi-Family	du	\$713
240	Mobile Home (Mobile Home Park for Roads)	du	\$572
TRANSIENT, ASSISTED, GROUP:			
253	Congregate Care Facility	du	\$152
310	Hotel	room	\$633
320	Motel	room	\$301
620	Nursing Home	bed	\$193

RECREATIONAL:			
411	Public Park	acre	\$101
416	RV Park	site	\$209
420	Marina	berth	\$388
430	Golf Course	hole	\$4,966
445	Movie Theater	screen	\$6,042
492	Health/Fitness Club	1,000 sf	\$4,581
INSTITUTIONAL:			
520	Elementary School (Private)	student	\$164
522	Middle/Junior High School (Private)	student	\$150
525	High School (Private)	student	\$157
540	University/Junior College (7,500 or fewer students) (Private)	student	\$324
550	University/Junior College (more than 7,500 students) (Private)	student	\$243
560	Church	1,000 sf	\$728
565	Day Care Center	1,000 sf	\$1,972
MEDICAL:			
610	Hospital	1,000 sf	\$1,532
OFFICE:			
710	General Office	1,000 sf	\$1,539
714	Corporate Headquarters Building	1,000 sf	\$1,131
720	Medical Office 10,000 sq ft or less	1,000 sf	\$3,532
720	Medical Office greater than 10,000 sq ft	1,000 sf	\$5,079
RETAIL:			
822	Retail/Shopping Center 40,000 sfgla or less	1,000 sfgla	\$1,025
821	Retail/Shopping Center 40,001 to 150,000 sfgla	1,000 sfgla	\$2,012
820	Retail/Shopping Center greater than 150,000 sfgla	1,000 sfgla	\$2,103
840/841	New/Used Auto Sales	1,000 sf	\$2,441
849	Tire Superstore	bay	\$2,173
850	Supermarket	1,000 sf	\$2,950
851	Convenience Market - 24 hrs	1,000 sf	\$12,294
862	Home Improvement Superstore	1,000 sf	\$1,242
880/881	Pharmacy/Drug Store with & without Drive-Thru	1,000 sf	\$1,855
890	Furniture Store	1,000 sf	\$563

SERVICES:			
911	Bank/Savings Walk-In	1,000 sf	\$1,769
912	Bank/Savings Drive-In	1,000 sf	\$3,169
931	Quality Restaurant	1,000 sf	\$5,660
932	High-Turn Over Restaurant	1,000 sf	\$6,338
934	Fast Food Restaurant w/Drive-Thru	1,000 sf	\$15,311
941	Quick Lubrication Vehicle Shop	bay	\$2,835
942	Automobile Care Center	1,000 sf	\$2,006
944	Gas Station w/Convenience Store <2,000 sq ft	fuel pos.	\$2,017
945	Gas Station w/Convenience Store 2,000-5,499 sq ft	fuel pos.	\$3,113
960	Gas Station w/Convenience Store 5,500+ sq ft	fuel pos.	\$4,070
n/a	Gasoline/Convenience w/Fast Food	1,000 sf	\$22,592
INDUSTRIAL:			
110	General Light Industrial	1,000 sf	\$637
130	Industrial Park	1,000 sf	\$439
140	Manufacturing	1,000 sf	\$619
150	Warehousing	1,000 sf	\$218
151	Mini-Warehouse	1,000 sf	\$124

Effective March 15, 2024:

ITE LUC	Land Use	Unit	Roads
RESIDENTIAL:			
210	Single Family (Detached)	du	\$1,599
221	Multi-Family	du	\$735
240	Mobile Home (Mobile Home Park for Roads)	du	\$590
TRANSIENT, ASSISTED, GROUP:			
253	Congregate Care Facility	du	\$157
310	Hotel	room	\$653
320	Motel	room	\$311
620	Nursing Home	bed	\$199
RECREATIONAL:			
411	Public Park	acre	\$104
416	RV Park	site	\$215
420	Marina	berth	\$401
430	Golf Course	hole	\$5,122
445	Movie Theater	screen	\$6,231
492	Health/Fitness Club	1,000 sf	\$4,724

INSTITUTIONAL:			
520	Elementary School (Private)	student	\$169
522	Middle/Junior High School (Private)	student	\$154
525	High School (Private)	student	\$162
540	University/Junior College (7,500 or fewer students) (Private)	student	\$334
550	University/Junior College (more than 7,500 students) (Private)	student	\$251
560	Church	1,000 sf	\$750
565	Day Care Center	1,000 sf	\$2,033
MEDICAL:			
610	Hospital	1,000 sf	\$1,580
OFFICE:			
710	General Office	1,000 sf	\$1,587
714	Corporate Headquarters Building	1,000 sf	\$1,166
720	Medical Office 10,000 sq ft or less	1,000 sf	\$3,642
720	Medical Office greater than 10,000 sq ft	1,000 sf	\$5,238
RETAIL:			
822	Retail/Shopping Center 40,000 sf gla or less	1,000 sf gla	\$1,057
821	Retail/Shopping Center 40,001 to 150,000 sf gla	1,000 sf gla	\$2,074
820	Retail/Shopping Center greater than 150,000 sf gla	1,000 sf gla	\$2,169
840/841	New/Used Auto Sales	1,000 sf	\$2,517
849	Tire Superstore	bay	\$2,241
850	Supermarket	1,000 sf	\$3,043
851	Convenience Market - 24 hrs	1,000 sf	\$12,679
862	Home Improvement Superstore	1,000 sf	\$1,280
880/881	Pharmacy/Drug Store with & without Drive-Thru	1,000 sf	\$1,913
890	Furniture Store	1,000 sf	\$580
SERVICES:			
911	Bank/Savings Walk-In	1,000 sf	\$1,824
912	Bank/Savings Drive-In	1,000 sf	\$3,268
931	Quality Restaurant	1,000 sf	\$5,837
932	High-Turn Over Restaurant	1,000 sf	\$6,536
934	Fast Food Restaurant w/Drive-Thru	1,000 sf	\$15,790
941	Quick Lubrication Vehicle Shop	bay	\$2,923
942	Automobile Care Center	1,000 sf	\$2,068
944	Gas Station w/Convenience Store <2,000 sq ft	fuel pos.	\$2,080
945	Gas Station w/Convenience Store 2,000-5,499 sq ft	fuel pos.	\$3,210
960	Gas Station w/Convenience Store 5,500+ sq ft	fuel pos.	\$4,198
n/a	Gasoline/Convenience w/Fast Food	1,000 sf	\$23,298

INDUSTRIAL:			
110	General Light Industrial	1,000 sf	\$657
130	Industrial Park	1,000 sf	\$453
140	Manufacturing	1,000 sf	\$638
150	Warehousing	1,000 sf	\$224
151	Mini-Warehouse	1,000 sf	\$127

Effective March 15, 2025:

ITE LUC	Land Use	Unit	Roads
RESIDENTIAL:			
210	Single Family (Detached)	du	\$1,648
221	Multi-Family	du	\$758
240	Mobile Home (Mobile Home Park for Roads)	du	\$608
TRANSIENT, ASSISTED, GROUP:			
253	Congregate Care Facility	du	\$162
310	Hotel	room	\$673
320	Motel	room	\$320
620	Nursing Home	bed	\$205
RECREATIONAL:			
411	Public Park	acre	\$107
416	RV Park	site	\$222
420	Marina	berth	\$413
430	Golf Course	hole	\$5,277
445	Movie Theater	screen	\$6,420
492	Health/Fitness Club	1,000 sf	\$4,867
INSTITUTIONAL:			
520	Elementary School (Private)	student	\$174
522	Middle/Junior High School (Private)	student	\$159
525	High School (Private)	student	\$167
540	University/Junior College (7,500 or fewer students) (Private)	student	\$344
550	University/Junior College (more than 7,500 students) (Private)	student	\$258
560	Church	1,000 sf	\$773
565	Day Care Center	1,000 sf	\$2,095
MEDICAL:			
610	Hospital	1,000 sf	\$1,628
OFFICE:			
710	General Office	1,000 sf	\$1,635
714	Corporate Headquarters Building	1,000 sf	\$1,202
720	Medical Office 10,000 sq ft or less	1,000 sf	\$3,752
720	Medical Office greater than 10,000 sq ft	1,000 sf	\$5,396

RETAIL:			
822	Retail/Shopping Center 40,000 sfgla of less	1,000 sfgla	\$1,089
821	Retail/Shopping Center 40,001 to 150,000 sfgla	1,000 sfgla	\$2,137
820	Retail/Shopping Center greater than 150,000 sfgla	1,000 sfgla	\$2,234
840/841	New/Used Auto Sales	1,000 sf	\$2,594
849	Tire Superstore	bay	\$2,309
850	Supermarket	1,000 sf	\$3,135
851	Convenience Market - 24 hrs	1,000 sf	\$13,063
862	Home Improvement Superstore	1,000 sf	\$1,319
880/881	Pharmacy/Drug Store with & without Drive-Thru	1,000 sf	\$1,971
890	Furniture Store	1,000 sf	\$598
SERVICES:			
911	Bank/Savings Walk-In	1,000 sf	\$1,880
912	Bank/Savings Drive-In	1,000 sf	\$3,367
931	Quality Restaurant	1,000 sf	\$6,014
932	High-Turn Over Restaurant	1,000 sf	\$6,734
934	Fast Food Restaurant w/Drive-Thru	1,000 sf	\$16,268
941	Quick Lubrication Vehicle Shop	bay	\$3,012
942	Automobile Care Center	1,000 sf	\$2,131
944	Gas Station w/Convenience Store <2,000 sq ft	fuel pos.	\$2,143
945	Gas Station w/Convenience Store 2,000-5,499 sq ft	fuel pos.	\$3,308
960	Gas Station w/Convenience Store 5,500+ sq ft	fuel pos.	\$4,325
n/a	Gasoline/Convenience w/Fast Food	1,000 sf	\$24,004
INDUSTRIAL:			
110	General Light Industrial	1,000 sf	\$677
130	Industrial Park	1,000 sf	\$466
140	Manufacturing	1,000 sf	\$658
150	Warehousing	1,000 sf	\$231
151	Mini-Warehouse	1,000 sf	\$131

c. Administrative Costs. In accordance with Section 163.31801, Florida Statutes, the Florida Impact Fee Act, it is agreed by the parties that the Municipalities may retain the actual costs incurred in collecting the Transportation Impact Fee, as an administrative charge to defray the costs of collecting and administering the Transportation Impact Fee. Each Municipality is responsible for maintaining records reflecting the actual costs incurred as the basis of the imposition of a standard administrative fee retained by the Municipality.

d. Remittance of Transportation Impact Fee. The Municipalities shall remit the collected Transportation Impact Fees minus the administrative fee to the County on a quarterly basis, with the transfer of funds to occur on or before the thirtieth (30th) day of the

month immediately following the end of the quarter, i.e., by April 30th for the First Quarter, by July 30th for the Second Quarter, by October 30th for the Third Quarter, and by January 30th for the Fourth Quarter. Remittance may be through wire transfer to the Clerk of Court, through check payable to the Flagler County Board of County Commissioners, or through other method mutually agreed to between the Municipality as payor and the County as payee.

Each Municipality shall, in addition to the quarterly transfer of the Transportation Impact Fees, remit to the County a report accounting for the total Transportation Impact Fees collected for the quarter and the administrative fees retained by the Municipality. The reports shall specify the dates the fees were paid, the location of the properties for which the building permits were issued, the names and address of the applicants, the type of structures for which the building permits were issued, and the amount of the Transportation Impact Fees paid. Should no Transportation Impact Fees be collected for the quarter, the Municipality shall report to the County that no Transportation Impact Fees are to be remitted because no Transportation Impact Fees were collected by the Municipality.

e. Expenditure of Transportation Impact Fee Funds. Transportation Impact Fee funds collected by the Municipalities shall be received, retained, and expended by the County in accordance with the Ordinance. The County is responsible for maintaining records reflecting the expenditures of the Transportation Impact Fee funds, and for complying with all aspects of Section 163.31801, Florida Statutes, as applicable.

f. Developer Contribution Credits in Lieu of Payment of Transportation Impact Fee. As provided in Florida Statutes, a Municipality must credit against the collection of the Transportation Impact Fee any contribution, whether identified in a proportionate fair share agreement or other form of exaction, related to transportation infrastructure, including land, site planning and design, or construction. For purposes of this subsection, the Municipality shall provide the County with a detailed description of the contribution and its corresponding fair market value. The Municipality shall issue the credit to the developer on a dollar-for-dollar basis to reduce any Transportation Impact Fee for which the contribution was made. Evidence of the credit to the developer shall be provided by the Municipality to the County on a quarterly basis.

Section 3. Indemnification. To the extent permitted by law, each party agrees to indemnify and hold the other parties harmless from and against any and all damages, losses or claims, including, but not limited to, legal fees and expenses, to the extent that such damages, losses or claims are attributable to any party's actions, omissions or negligence in its performance under this Interlocal Agreement. Nothing in this Interlocal Agreement shall be deemed as a waiver of immunity or limits of liability of any party, including their supervisors, officers, agents

and employees, beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute, and nothing in this Interlocal Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law. Nothing in this Agreement is intended, nor shall be construed, to confer any rights or benefits upon any party other than Municipalities and County.

Section 4. Default. A default by any party under this Interlocal Agreement shall entitle the other parties, separately or collectively, to all remedies available at law or in equity, which may include, but not be limited to, damages, injunctive relief and specific performance. Each of the parties hereto shall give the other parties written notice of any defaults hereunder and shall allow the defaulting party or parties not less than fifteen (15) days from the date of receipt of such notice to cure monetary defaults and thirty (30) days to cure other defaults.

Section 5. Disputes/Enforcement. All disputes under this Interlocal Agreement shall be governed in accordance with the requirements of Chapter 164, Florida Statutes. In the event that any party seeks to enforce this Interlocal Agreement by court proceedings or otherwise, then the prevailing party or parties shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution or appellate proceedings.

Section 6. Severability. In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be construed or deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

Section 7. Interpretation. This Interlocal Agreement has been negotiated fully between the parties as an arm's length transaction. All parties participated fully in the preparation of this Interlocal Agreement. In the case of a dispute concerning the interpretation of any provision of this Interlocal Agreement, all parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party. The headings contained in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement.

Section 8. Employee Status. Persons employed by one party in the performance of services and functions pursuant to this Agreement shall not be deemed to be employees of another party nor shall they have any claim to pension, worker's compensation, civil service, or other employee rights or privileges granted by another party to its officers and employees.

Section 9. Waiver. A waiver by any party of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making of a payment by a Municipality or the acceptance thereof by the County with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

Section 10. Entire Agreement and Amendment. This instrument constitutes the entire Agreement between the parties and supersedes all discussions, understandings and agreements. Any modification of the terms of this Agreement shall be in a written instrument executed by the parties.

Section 11. Time is of the Essence. The parties agree that time is of the essence with respect to this Interlocal Agreement.

Section 12. Notice. Each party shall furnish to the other parties such notice, as may be required from time to time, pursuant to this Interlocal Agreement, in writing, posted in the U.S. Mail certified, by hand delivery, or by overnight delivery service and addressed as follows:

FOR FLAGLER COUNTY:

Flagler County Board of County Commissioners
Attn: County Administrator
1769 East Moody Boulevard, Building 2
Bunnell, Florida 32110

With copy to: Flagler County Board of County Commissioners
Attn: County Attorney
1769 East Moody Boulevard, Building 2
Bunnell, Florida 32110

FOR TOWN OF BEVERLY BEACH:

Town of Beverly Beach
Attn: Town Clerk
2735 North Oceanshore Boulevard
Flagler Beach, Florida 32136

With copy to: Chiumento Law
Attn: William Bosch, Town Attorney
145 City Place Ste 301
Palm Coast, FL 32164

FOR TOWN OF MARINELAND:

Town of Marineland
Attn: Town Manager
9507 North Oceanshore Boulevard
St. Augustine, Florida 32080

With copy to: Dennis K. Bayer, Esq.
109 South 6th Street
Suite 200
Flagler Beach, FL 32136

Except as otherwise provided in this Agreement, any notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving notice contained in this Agreement would otherwise expire on a non-business day, the notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Any party or other person to whom notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which notices shall be sent by providing the same upon fifteen (15) days written notice to the parties and addressees set forth herein.

Section 13. Effective Date. This Interlocal Agreement and the rights conferred herein shall not become effective until executed by the last party listed herein. Upon the effective date, this Interlocal Agreement shall be filed with the Clerk of the Circuit Court of Flagler County, Florida, in accordance with the requirements of Subsection 163.01(11), Florida Statutes, which date shall be set forth in the first paragraph of this Interlocal Agreement at recording.

Section 14. Term of Interlocal Agreement. The term of this Interlocal Agreement shall commence upon the Effective Date and remain effective until amended or rescinded by the parties.

IN WITNESS WHEREOF, the COUNTY OF FLAGLER as a party hereto affix their hand and seal this _____ day of _____ 2022.

COUNTY OF FLAGLER, FLORIDA

ATTEST:

Tom Bexley, Clerk of the Circuit
Court and Comptroller

Joseph F. Mullins, Chair

Approved as to form and legality:

Al Hadeed, County Attorney

IN WITNESS WHEREOF, the TOWN OF BEVERLY BEACH as a party hereto affix their hand and seal this _____ day of _____ 2022.

TOWN OF BEVERLY BEACH, FLORIDA

ATTEST:

Jim Ardell, Town Clerk

Stephen Emmett, Mayor

Approved as to form and legality:

William J. Bosch, Town Attorney

IN WITNESS WHEREOF, the TOWN OF MARINELAND as a party hereto affix their hand and seal this _____ day of _____ 2022.

TOWN OF MARINELAND, FLORIDA

ATTEST:

Lexy Taylor, Town Clerk

Angela TenBroeck, Mayor

Approved as to form and legality:

Dennis Bayer, Town Attorney

FLAGLER COUNTY IMPACT FEES
INTERLOCAL AGREEMENT JURISDICTION LISTING

	JURISDICTION						
IMPACT FEE	Flagler County	Beverly Beach	Bunnell	Flagler Beach	Flagler Schools	Marineland	Palm Coast
Educational Facilities	X		X	X	X		X
Emergency Medical Services	X	Approved 7-11-2022	X	Approved 6-23-2022		X	X
Fire Rescue	X	Approved 7-11-2022	X			X	
Law Enforcement	X	Approved 7-11-2022				X	X
Library	X	Approved 7-11-2022	X	Rejected 6-23-2022		X	X
Parks and Recreational Facilities	X	Approved 7-11-2022	X			X	
Transportation	X	Approved 7-11-2022				X	



Town of Marineland Financial Narrative As of August 31, 2022

The Marina financials remain strong and are on track to finish the year in favorable position.

The Town will have a budget overrun this year which will be taken into consideration when preparing the FY23 budget and discussed at the budget workshop.

Monthly Highlights & Comments:

Water and Sewer connection charges and back billed water/sewer usage will result in a budget overrun.

The General/Professional and Cyber liability insurance renewal has increased from \$4,902 to \$6,244. A decision on renewal needs to be made.

While performing the bank reconciliations I noticed the low interest rates that are being earned in the Town's accounts. One in particular #3736 is a Money Market account earning .15% APR. With rising interest rates, this is a potential source of revenue.

Given it is budget season, I recommend the Town look at the various rates/fees charged to citizens and customers to ensure they are competitive and sustainable.

Greg Johnson, CPA
Director of Finance



MARINELAND MARINA (MOBIUS MARINE INC.)												Fiscal Year 2022/2023 Proposed Budget												pg 1 of 2					
INCOME																								Fiscal Year 2022/2023 budget		Fiscal Year 2020/2021		Fiscal Year 21/22 actuals 9/22	
MARINA REVENUE												Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23						
Daily Slip Rentals												2,640	3,872	1,458	1,753	1,363	3,907	4,248	2,516	1,969	1,381	765	826	26,698	27,205	27,739			
Weekly Slip Rentals												327	2,077	664	992	468	1,726	915	748	908	1,173	861	945	11,804	11,660	11,258			
Monthly Slip Rental												13,101	15,515	19,035	17,898	16,975	16,218	16,643	16,837	18,246	14,950	15,502	15,145	196,065	210,692	216,648			
TOTAL SLIP												16,068	21,464	21,157	20,643	18,806	21,851	21,806	20,101	21,123	17,504	17,128	16,916	234,567	249,557	255,644			
Electric-30 AMP												1,037	1,472	1,396	1,523	1,595	1,593	1,492	1,433	1,451	1,307	1,234	1,174	16,707	16,449	15,032			
Electric-50 AMP												1,354	1,589	1,723	1,727	1,378	1,764	1,786	1,599	1,703	1,479	1,437	1,652	19,191	19,207	21,200			
Electric-100 AMP												200	200	200	200	200	200	200	200	200	200	200	200	2,400	0	2,000			
TOTAL ELECTRICAL												2,591	3,261	3,319	3,450	3,173	3,557	3,478	3,232	3,354	2,986	2,871	3,026	38,298	35,656	38,231			
TOTAL MARINA SLIP AND ELECTRICAL												18,659	24,725	24,476	24,093	21,979	25,408	25,284	23,333	24,477	20,490	19,999	19,942	272,865	285,213	293,876			
OTHER REVENUE/credits																													
Facility Rent non-slip												0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Other / CVA												0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Other / Laundry Revenue												116	116	116	116	116	116	116	116	116	116	116	116	1,388	1,695	2,133			
OTHER REVENUE												116	116	116	116	116	116	116	116	116	116	116	116	1,388	1,695	2,133			
TOTAL REVENUE												18,775	24,841	24,592	24,209	22,095	25,524	25,400	23,449	24,593	20,606	20,115	20,058	274,253	286,908	296,009			
EXPENSE																													
Payroll												3 payroll month												3 payroll month					
Dockmaster												3,833	3,833	5,750	3,833	3,833	3,833	3,833	3,833	3,833	5,750	3,833	3,833	49,834	46,995	49,736			
Dockhands												1,692	1,692	2,538	1,692	1,692	1,692	1,692	1,692	1,692	2,538	1,692	1,692	22,000	15,097	18,600			
Maintenance												462	462	692	462	462	462	462	462	462	692	462	462	6,800	460	3,529			
Administration												706	706	1,059	706	706	706	706	706	706	1,059	706	706	9,182	9,512	8,724			
Total Payroll												6,694	6,694	10,040	6,694	6,694	6,694	6,694	6,694	6,694	10,040	6,694	6,694	87,017	71,965	80,592			
Payroll Expense																													
FICA / FUTA												629	629	944	629	629	629	629	629	629	944	711	629	8,261	6,764	7,565			
Workers Comp												320	320	480	320	320	320	320	320	320	480	361	320	4,201	3,440	3,847			
FL SUTA												3	3	3	3	3	3	3	3	3	3	3	3	36	36	36			
Total Payroll Expense												952	952	1,427	952	952	952	952	952	952	1,427	1,075	952	12,498	10,240	11,448			
TOTAL PAYROLL & PR EXPENSE												7,646	7,646	11,467	7,646	7,646	7,646	7,646	7,646	7,646	11,467	7,769	7,646	99,514	82,205	92,038			
Administration																													
Management Fee												4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	48,000	48,000	48,000			
Insurance												260	260	260	260	260	260	260	260	260	260	260	260	3,120	3,540	3,119			
Professional Services												25	25	25	25	25	25	25	25	25	25	25	25	300	0	0			
Taxes/License/Fees												15	15	15	15	15	15	15	15	15	15	15	15	180	0	0			
Phone												150	150	150	150	150	150	150	150	150	150	150	150	1,800	3,138	1,745			
Internet												650	650	650	650	650	650	650	650	650	650	650	650	7,800	6,239	7,276			
Auto Expense												21	21	21	21	21	21	21	21	21	21	21	21	250	0	0			



RENEWAL QUOTE FOR 2022-2023

Town of Marineland

FMIT 0941

<u>Coverage</u>	<u>Deductible</u>	<u>Limit</u>	<u>Premium</u>
General/Professional Liability	\$0	\$1,000,000	\$5,754
Cyber Liability	\$0	\$1,000,000	\$490
TOTAL NET PREMIUM			\$6,244

Note: Coverage summaries provided herein are intended as an outline of coverage only and are necessarily brief. In the event of loss, all terms, conditions, and exclusions of actual Agreement and/or Policies will apply.