

AMENDED AGENDA

1. Call the meeting to order.
2. Pledge of Allegiance followed by a moment of silence to honor our Veterans, Members of the Armed Forces and First Responders.
3. Proclamations and Awards.
 - A. Proclamation Declaring May 2016 as Drug Court Month.
 - B. Certificate of Appreciation to Ken Moscone, Allstate Insurance for his generous donation of a grant in the amount of \$1,000 to the Flagler each Police Department.
 - C. Certificate of Appreciation to Eric Cooley for his generous contributions to the Emergency Service Personnel cleaning up the chemical spill on April 21, 2016.
 - D. Certificate of Appreciation to McDonalds Store # 6030 for their generous contributions to the Emergency Service Personnel cleaning up the chemical spill on April 21, 2016.
4. Deletions and Changes to the Agenda.
5. Comments regarding items not on the agenda. Citizens are encouraged to speak. However, comments should be limited to three minutes.

CONSENT AGENDA

6. Approve the Minutes of the Regular Meeting of April 14, 2016.

GENERAL BUSINESS

7. Economic Status Update - Helga van Eckert, Flagler County Department of Economic Opportunity.
8. Consider request to vacate a drainage easement – Anna Cece - Staff assigned Robert Smith.
9. Consider request to manage the Veterans Park area for the Fabulous Fourth of July Event on July 4th Weekend – Charlene Michaux – Staff assigned City Manager.
10. Presentation of information on Coquina Rock Revetment - Hap Cameron, Cline Construction.
11. Resolution 2016-19, amending Resolution 2015-24, which adopted the FY 2015/2016 Budget, to reflect a budget amendment to providing funding for various city activities, providing for conflict and an effective date – Staff assigned Kathleen Doyle.

12. Resolution 2016-20, amending Resolution 2012-46, which adopted a Fee Schedule for various activities and requests, outlined in Exhibit "A" providing for conflict and an effective date.
13. Resolution 2016-21, a Resolution by the City Commission of the City of Flagler Beach, authorizing Mayor Linda Provencher to execute a memorandum of agreement between the City of Flagler Beach and the Florida Department of Transportation for the maintenance of state road rights-of-way by the City; providing for conflict and an effective date.
14. Resolution 2016-22, a Resolution by the City Commission of the City of Flagler Beach amending Resolution 2007-42, which created the Economic Development Task Force; providing for conflict and an effective date.
15. Resolution 2016-23, a Resolution by The City Commission of the City of Flagler Beach, declaring certain property to be surplus, providing for conflict; and providing for an effective date.
16. Resolution 2016-23, a resolution by the City Commission of the City of Flagler Beach, Florida, supporting the initiatives by local municipalities in Florida to lessen the negative impact of single-use plastic bags on our environment; providing for conflict and an effective date.
17. Report from the City Manager regarding the results of the April 26 Workshop on the Wayfinding Signage.

COMMISSION COMMENTS

18. Commission comments, including reports from meetings attended.

STAFF REPORTS

19. Staff Reports.
20. Adjournment.

RECORD REQUIRED TO APPEAL: In accordance with Florida Statute 286.0105 if you should decide to appeal any decision the Commission makes about any matter at this meeting, you will need a record of the proceedings. You are responsible for providing this record. You may hire a court reporter to make a verbatim transcript, or you may buy a CD of the meeting for \$3.00 at the City Clerk's office. Copies of CDs are only made upon request. The City is not responsible for any mechanical failure of the recording equipment. In accordance with the Americans with Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk at (386) 517-2000 ext 233 at least 72 hours prior to the meeting. The City Commission reserves the right to request that all written material be on file with the City Clerk when the agenda item is submitted.

#30

PROCLAMATION

DECLARING MAY 2016 AS "DRUG COURT MONTH"

WHEREAS, drug courts are an effective tool for reducing substance abuse and crime in our criminal justice system; and

WHEREAS, for more than 25 years, drug courts have been restoring lives, reuniting families and making communities across the nation safe through nearly 3,000 operational drug courts; and

WHEREAS, drug courts facilitate community-wide partnerships, bringing together public safety and public health professionals in the fight against drug abuse and criminality; and

WHEREAS, research shows that drug courts are demonstratively effective and significantly improve substance-abuse treatment outcomes, substantially reduce drug abuse and crime, and do so at a lower cost than any other justice strategy; and

WHEREAS, Flagler County Adult Drug Court began in 2006 and 122 people have graduated from the program; and

WHEREAS, 74 percent of Flagler County Adult Drug Court graduates had no new felony charges and 87 percent of graduates had no new drug charges; and

WHEREAS, the judges, attorneys, treatment and rehabilitation professionals, court personnel and others dedicated to drug courts and similar types of treatment programs are healing families in this community; and

WHEREAS, the Flagler Beach City Commission recognizes the successful work of the practitioners and participants of Drug Court programs to reduce the impact of drug abuse on our community;

NOW THEREFORE, I, Linda Provencher, Mayor of the City of Flagler Beach, Florida, do hereby recognize the month of May 2016 as:

"DRUG COURT MONTH"

in Flagler Beach and urge all citizens to recognize the significant contributions of Drug Courts and congratulate this year's Flagler County Adult Drug Court graduates.

WITNESS by my hand and the Seal of the City of Flagler Beach, Florida on this 28th day of April 2016.

CITY OF FLAGLER BEACH, FLORIDA

Linda Provencher, Mayor

ATTEST:

Penny Overstreet, City Clerk

seal



FLAGLER BEACH CITY COMMISSION

City Manager's Report

Summary Item #8

Meeting Date: April 28, 2016

Issue: Request to vacate utility easement

From: Anna Cece

Organization: N/A

RECOMMENDATION: Grant request to vacate easement.

Recommendation Concerning

Edward J. and Anna M. Cece own property at 580 Shearwood Drive in the Cedar Island Development. They originally purchased lot 3 and then purchased the lot to the north and bound the lots on February 25, 2016. According to the Plat recorded in map book 32, pages 89 – 91, of the public records for Flagler County all utility, drainage and conservation easements are dedicated to the public. Therefore, the City owns the easements. The Cece's are requesting the City vacate the utility and drainage easements running east and west behind lot 3. The Public Works Dept. inspected the easements for utility infrastructure and found none. Cedar Island has a central stormwater system along Palm Ave. Also, City utilities are located along the road way in the development. I see no need for the easement they wish vacated.

BACKGROUND: Homeowner at 580 Shearwood purchased the adjoining lot behind her residence for the purpose of installing a pool, the setbacks would not permit the proposed pool, the resident purchased the adjoining property and bound it to her primary residence. When owner ordered survey it was discovered that a utility easement exist. Staff had determined the easement is not necessary.

BUDGETARY IMPACT: Recording cost, recommend the applicant reimburse the city for the cost of recording before pool permit is issued.

LEGAL CONSIDERATIONS/SIGN-OFF: The Clerk's Office will have the Attorney review the easement release before recording.

PERSONNEL: N/A

POLICY/REQUIREMENT FOR BOARD ACTION: N/A

IMPLEMENTATION/COORDINATION: Clerk will work with City Attorney

Attachments

- Survey showing easement
- Recorded binding lot agreement
- Property deeds
- Plat of subdivision

City of Flagler Beach

Agenda Application Continued

REQUESTED ACTION SOUGHT FROM THE COMMISSION:

City vacate drainage easement on
bound lot 580 Shearwood Drive

ATTACHMENTS: _____

Please note the City Commission's Rules of Procedures require all supporting documents to be provided at the time the agenda application is submitted. Please refrain from handing out material at the Commission Meetings.

The maximum time allowed for each request is 10 minutes.

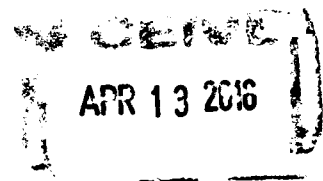
Anna Cece

SIGNATURE OF APPLICANT

4-13-2016

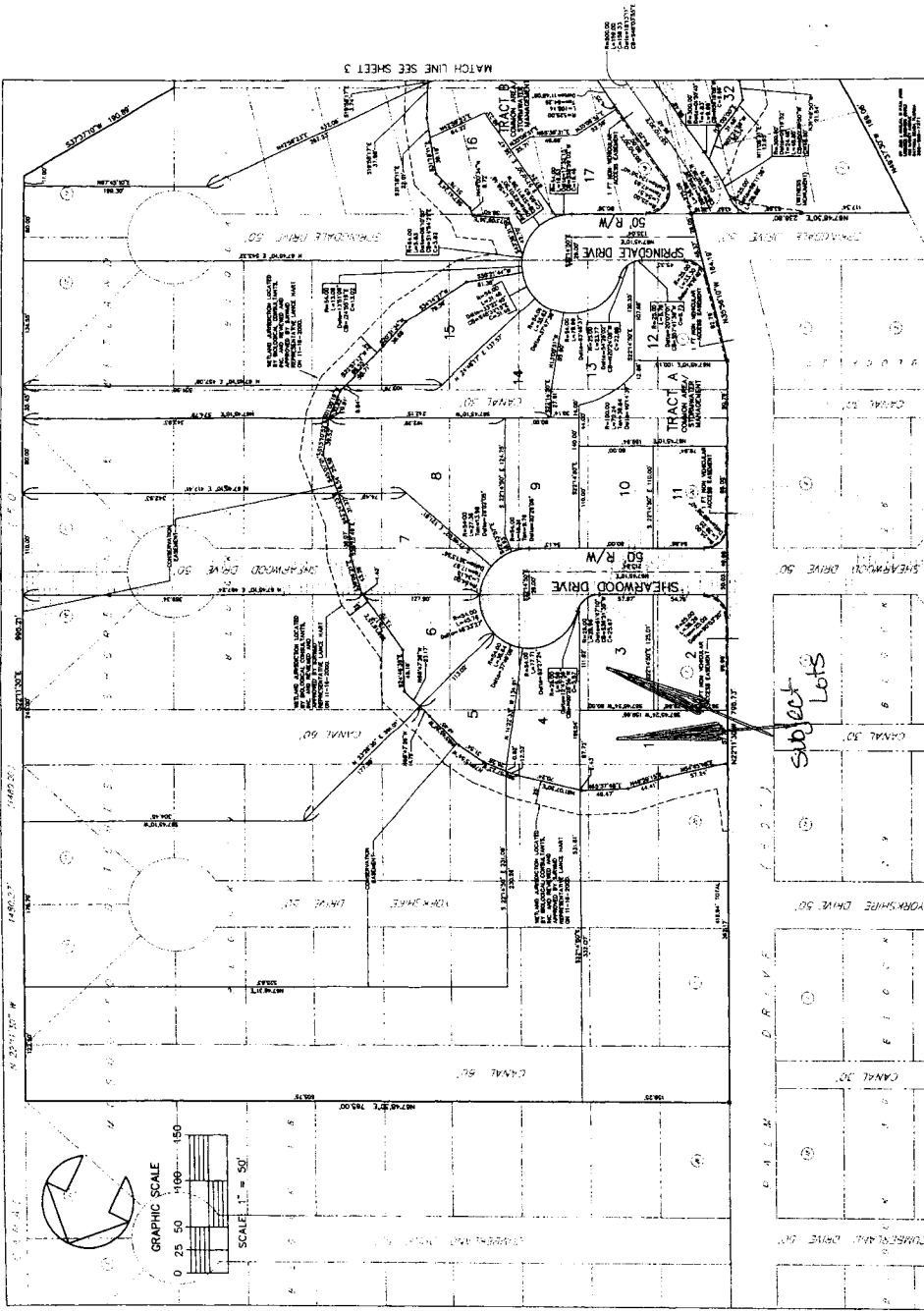
DATE

732 447 4471



CEDAR ISLAND

PART OF SECTIONS 19, TOWNSHIP 11 SOUTH, RANGE 31 EAST, CITY OF FLAGLER BEACH, FLAGLER COUNTY, FLORIDA



City of Flagler Beach



BINDING LOT AGREEMENT

Please print or type

WITNESSETH: EDWARD J CECE AND ANNA M CECE, whose postal address is 580 SHEARWOOD DR., FLAGLER BEACH FL 32136, hereinafter referred to as the "Owner", is the owner of certain real estate located within the legal boundaries of the City of Flagler Beach, State of Florida, more particularly described as follows, to wit:

Legal Description: Lot(s) #1 AND #3 of ~~BANKERS~~ CEDAR ISLAND Subdivision, according to the plat or map therefore described in Map Book 32, pages 85-87, of the Public Records of Flagler County, Florida.
PARCEL ID#: 19-12-32-1060-00000-0010 & 19-12-32-1060-00000-0030

WHEREAS, the owner desires to develop the above described real estate as a single building "lot" as defined in Appendix A, Zoning, Article II Definitions; Section 2.02, # 32. and further referred to in Appendix A, Zoning, Article II District Regulations; Section 2.04.02.9 Schedule Two Zoning Schedule of Lot, Yard and Bulk Regulation; Single Family Residential City of Flagler Beach Code of Ordinances.
and conservation P.O.

WHEREAS, it is requested that the owner enter into a binding agreement that all of the above describes real estate shall be held and remain a simple, integral parcel and shall not be subdivided into, or sold or otherwise disposed of in lesser constituent parcels.

NOW THEREFORE, in consideration of the mutual covenants herein contained the Owner agrees as follows:

1. That the above described real estate shall hereafter be retained in, and shall remain as a single, integral parcel, and shall not be sold, otherwise disposed of, or encumbered in lesser constitute parcels.
2. This agreements shall be binding upon the successors, heirs, executors, administrators, or assigns of the Owner, and shall be covenant running with the real estate herein above described,

IN WITNESS WHEREOF, the parties have caused the present to be duly executed on this 25th of February, 2016

By: [Signature]
Owner

By: Anna M Cece
Owner

By: EDWARD J CECE
Print Owner Name

By: ANNA M CECE
Print Owner Name

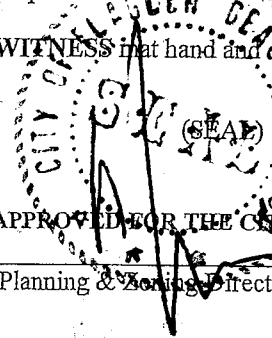


STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledge before me this 25 day of February, 2016, by

Edward J. and Anna M Cece, who are personally known to me or who has produced Florida Driver License as identification, and who did execute said instrument for the purpose therein expressed.

WITNESS my hand and official seal the day, month, and year aforesaid.



LINDA S. JONES
Notary Public, State of Florida
Commission# FF 94552
My comm. expires Feb. 20, 2018

Linda S Jones
Notary Public

APPROVED FOR THE CITY OF FLAGLER BEACH

Planning & Zoning Director

2/25/16
Date

This instrument prepared by:
Name: **Isadora M.A. Hobbs**
Flagler County Abstract Company
340 N 2nd Street
Flagler Beach, Florida 32136
FILE NO. C21312
Property Appraisers Parcel Identification Number(s):
19-12-32-1960-00000-0019

SPACE ABOVE THIS LINE FOR RECORDING DATA

THIS WARRANTY DEED made the **30** day of November, 2015 by

John Cagni
whose street address is **7527 S East Pelican Way, Hobe Sound, FL 33455**
hereinafter called the grantor*, to
Edward Cece and Anna Cece, husband and wife
whose street address is **137 Rowland Road, Rowland, PA 18457**

hereinafter called the grantees*:
(*Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH, that the grantor, for and in consideration of the sum of **TEN AND NO/100 DOLLARS (\$10.00)** and other valuable considerations to said grantors in hand paid by said grantees, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, remised, released, conveyed and confirmed unto the grantees and grantees's heirs forever the following described land situate in County of Flagler, State of Florida, to wit:

Lot 1, Commencing according to the plat or map thereof described in Plat Book 33, Pages 88-91, of the Public Records of Flagler County, Florida.

GRANTOR WARRANTS THAT THIS IS NOT HOMESTEAD PROPERTY.

Together, with all tenements, hereditaments and appurtenances thereto belonging or in otherwise appertaining.
To Have and to Hold, to the same, **in fee simple forever.**

And the grantor hereby covenants with the grantees that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons who may hereafter; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31st, 2014. **FURTHER SUBJECT TO** Restrictions, Reservations, Covenants, Dedications, Resolutions, Conditions and Easements of record, if any, however, no such restriction shall not operate to reimpose same.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

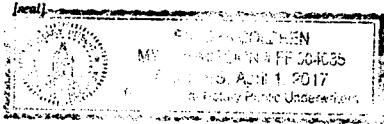
Donna Dides
Witness 1 Signature
Donna Dides
Printed or Typed Name

John Cagni
John Cagni

Veronica A. DeBoisbriond
Witness 2 Signature
Veronica A. DeBoisbriond
Printed or Typed Name

STATE OF FLORIDA
COUNTY OF **Martin**
The foregoing instrument was acknowledged before me this **25** day of November, 2015, by John Cagni, a single man who is personally known to me or who produced _____ as identification and who did/did not take an oath.

Sandra Calderon
Notary Public
My Commission Expires:



12/2/2015

Prepared By: **Anjanette Stevens**
Professional Title Agency, Inc.
50 Leanni Way, Suite D4
Palm Coast, Florida 32137

incidental to the issuance of a title insurance policy.

File Number: **F-5955**

Parcel ID# **19-12-32-1060-00000-0030**

RECORDED ELECTRONICALLY

by Professional Title Agency, Inc.

O.R. Book 2100 Pg 135

Date 12-7-2015 Time 1:38P

County Flagler FL

simplifile www.simplifile.com 800-460-5657

**WARRANTY DEED
(INDIVIDUAL)**

This *WARRANTY DEED*, dated **December 7, 2015** by

Everett Leslie Kingsbury and Nancy L. Kingsbury, Husband and Wife
Whose post office address is **25 Primrose Lane, Palm Coast, FL 32164**
hereinafter called the GRANTOR, to

Edward J. Cece and Anna M. Cece, Husband and Wife
whose post office address is **580 Shearwood Drive, Flagler Beach, FL 32136**
hereinafter called the GRANTEE:

(Wherever used herein the terms "Grantor" and "Grantee" include all parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH: That the GRANTOR, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the GRANTEE, all that certain land situate in **Flagler** County, Florida, viz:

Lot 3, Cedar Island, according to the map or plat thereof, as recorded in Plat Book 32, Page(s) 89 through 91, inclusive, of the Public Records of Flagler County, Florida.

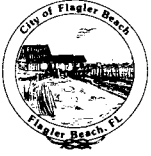
SUBJECT TO covenants, conditions, restrictions, reservations, limitations, easements and agreements of record, if any; taxes and assessments for the year **2016** and subsequent years; and to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any,

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND THE GRANTOR hereby covenants with said GRANTEE that except as above noted, the GRANTOR lawfully seized of said land in fee simple; that the GRANTOR has good right and lawful authority to sell and convey said land; that the GRANTOR hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.





FLAGLER BEACH CITY COMMISSION

City Manager's Report

Item #9

Meeting Date: 04-28-2016

Issue: Consider request to manage the Veterans Park area for the Fabulous Fourth of July Event on July 4th weekend.

From: Charlene Michaux

Organization: Brady Media/ Parent Magazine

RECOMMENDATION: The Commission reviews the options and provides direction to staff. Commission determines if they wish to accept this applicants proposal.

BACKGROUND: Staff and Elected Officials involved in the planning of Fourth of July met and reached a consensus to move forward with the Fireworks and having the Flagler Beach Rotary Club plan and manage the parade for the 2016 Fourth of July Event. It was further agreed the City would not solicit vendors for the event. The suggestion was made to consider renting a portion of Veterans Park to a vendor would have activities for youth. The Kid Zone area for our First Friday events is now managed by two different vendors, Brady Media and Flagler Bounce, they rotate their setups at the event. Both vendors have submitted applications to hold events in Veterans Park during the 3 days (weekend and holiday 7-2 – 7-4-2016).

Staff needs the Commission to determine several items.

- Should the First Friday Rotation include the Fourth Event
- Do we want the same vendor/s to manage the Fourth Event
- Staff discussed a \$500.00 fee for the Fourth, do you recommend additional fees outside of City Services (water /electric/set up/etc.)for the 2nd and 3rd
- Recommend the selected applicant have no food vending outside of items such as popcorn, cotton candy, hotdogs and non-alcoholic beverages
- Stay with the same scope discussed in planning session (vendor has west half of park and east half remains open for the public
- Both vendors submitted interest in the park, one submitted a special event application on February 3, 2016 via the special event process, one submitted interest on March 3, 2016 wanting to pay the staff suggested rental fee of \$500.00 plus expenses.

LEGAL CONSIDERATIONS/SIGN-OFF: Suggest City Attorney draft a waiver of liability benefiting the City for the selected vendor to endorse

IMPLEMENTATION/COORDINATION: After direction is provided from Commission Staff will coordinate with the vendor to ensure all needs are met and city regulations are complied with.

Attachments

- Proposal from Brady Media
- Certificate of insurance and letter from application dated 3-3-2016
- Special Event Application from Flagler Bounce dated 2-3-2016

City of Flagler Beach Agenda Application

INDIVIDUAL'S NAME: Charlene Michaux

BUSINESS NAME: Brady Media Inc. / Parent Magazine Foundation
(If Applicable)

STREET ADDRESS: 515 Palm Coast Parkway SW Palm Coast Fl 32137
(If within City of Flagler Beach)

MAILING ADDRESS: _____
(Please provide City & Zip Code)

PHONE NUMBER: 386-547-0161

EMAIL: Charlie@bradymediainc.com

SUBJECT MATTER TO BE DISCUSSED WITH THE COMMISSION:
(This is the wording you would like on the agenda)

Request Opportunity to manage the Veterans Park area for the Fabulous Event on July 4th Weekend,

with planned activities for children and parents and entertainment by DJ Vern.

BACKGROUND INFORMATION REGARDING THE SUBJECT:

I have consulted on the 4th of July committee for a few years and have been running the kids zone for

the same. I have the experience and connections to make this event a great success for the community.

I have a detailed proposal of the days activities attached.

(OVER)

City of Flagler Beach

Agenda Application Continued

REQUESTED ACTION SOUGHT FROM THE COMMISSION:

I would like to request a contract for these event management services with a first right of refusal each year.

ATTACHMENTS: Proposal for 4th of July Activities, Detailed Map / Drawing, Photos from previous

events, sample promotional flyer, letter of intent for donation of proceeds to Junior Lifeguards Program.

Please note the City Commission's Rules of Procedures require all supporting documents to be provided at the time the agenda application is submitted. Please refrain from handing out material at the Commission Meetings.

The maximum time allowed for each request is 10 minutes.


SIGNATURE OF APPLICANT

4-18-2016
DATE

City of Flagler Beach

Presents



Proposal for Event Management by:
Charlene N Michaux
Brady Media, Inc. Events Division &
Parent Magazine Foundation, Inc.
a 501c3 Non-Profit

April 11, 2016

City of Flagler Beach
Mr. Larry Newson
105 Second Street
Flagler Beach, FL 32136

Dear Larry,

Thank you for the opportunity to present a proposal for management of the Fabulous Fourth Event at the City of Flagler Beach.

In this proposal, you will find a production plan, site map, photos for previous Fourth of July events we have produced and our completed special event permit request. I have already enlisted the support of a couple of Flagler Beach businesses, Vern Shank of *Surf Radio 97.3* to provide musical entertainment and Robbie Throne of *Jump for Joy Bouncers and Slide Rentals* to provide the children's activities and fun food!

Listed below are the services that we offer as an event management company. Although this will be a turn-key program for your organization, it is vital to get a commitment from your community leaders to make it successful. Please take a few days to review the following proposal. I look forward to working with you on this venture!

Production:

- Sponsorship Packages
- Produce & Maintain Contracts
- Coordinate Radio & TV Spots
- Assist with Entertainment Line-Up
- Acquire Cash Sponsorships and Exhibitors
- Trades... Media / Advertising / Sponsorships
- Develop as an annual Campaign

Management

- Schedule & Coordinate the Entertainment
- Advertising / Media Budgeting & Placement
- Plan & Coordinate Celebrity Appearances
- Negotiate pricing rental equipment companies needed to organize the event

A little about us and our qualifications...

CONSULTATION & PROJECT DEVELOPMENT...

The first step in development of an event is defining what your goals are for your organization. Once you have a clear understanding of the end result, then Brady Media, Inc. can construct a concept and event that will satisfy those objectives. There is virtually no limit to the possibilities. Conceptual design, proposal generation, grant application, budgetary estimates, security and safety proposals and media plans are just a few of the services that we can provide to get your event off the ground and running strong.

SITE DESIGN...

Many times, advantages and issues with a specific venue that are plainly apparent to seasoned event planners can go unnoticed to the untrained eye. Brady Media, Inc. staff is cognizant of all variables and contingencies involved with transforming public and private land into a premier event location. We can evaluate, overcome and plan for such functional issues as power, water, service delivery, layout of facilities, weather, parking, traffic and a host of other predictable issues.

CONTRACT NEGOTIATION & RESOLUTION...

Through our own extensive contract experience, solid connections in the industry and working relationships with the area's highest quality talent and vendors, Brady Media, Inc. can get you the most competitive prices and terms for all the entertainment and outsource services necessary to make your event world class. Negotiation, terms, payment schedules and relationship management are performed for all event business partners.

TALENT & ENTERTAINMENT...

Brady Media, Inc. has experience booking every kind of entertainment for live events. Music, theater, comedy, executive and celebrity speakers, product demonstrations, athletes...you name it.

PROMOTION & MARKETING...

An integral task in creating a public event is informing the people in your area about the event and providing value to your sponsor community. Newspaper, radio, posters, flyers, billboards, email and fax can all be utilized to get the word out. We also maintain considerable editorial and community contacts that allow us to generate a great deal of free press and buzz for our events.

The support of the business community can make all the difference between a profitable and unprofitable event. Brady Media, Inc. is experienced and can use its contacts to solicit sponsorship dollars from local and regional companies by providing them value through our marketing/promotional campaigns and on-site visibility.

SECURITY, SAFETY, & SANITATION

Limiting liability and potential for harm to event attendees, while creating a clean, inviting environment, is of chief concern to Brady Media, Inc. I have solid working partnerships with local law enforcement and emergency response organizations so that there is a plan for all possible contingencies, while maintaining a positive, friendly, safe, clean environment for all attendees.

SPONSORSHIP SALES & FUNDRAISING...

Sponsorship is one of the best ways to leverage your event marketing and advertising dollar. Why? Because, you can hit your target market with more precision and get greater advertising bang for your buck! The support of the business community can make all the difference between a profitable and unprofitable event. Brady Media, Inc. staff can use its contacts to solicit sponsorship dollars from local and regional companies by providing them value through our marketing/promotional campaigns and on-site visibility.

STAGE PERFORMANCE & MANAGEMENT...

For all the work that goes into planning live entertainment to be truly successful, entertainers must be managed with precision and tact from the moment they sign on to the moment they leave the stage. Brady Media, Inc. will create a live experience that will wow your audience and create excitement at your event. We hire the latest in stage, performance, sound and lighting technologies to make your event a truly entertaining experience.

Larry, as you can see I have put a lot of thought into my ideas for Flagler Beach as I want to make this a contracted position for Brady Media, Inc. Please review the attached proposal and let me know what you think. We can discuss the details of these event ideas once you decide this is a good fit for your city.

Thanks again for the opportunity to present this proposal to you.

Sincerely,

Charlene Michaux
President/CEO
Brady Media Inc.



Umbrella Tables & Chairs



Balloon Art for Children



Concessions – Fun Food for Children...
Popcorn, Cotton Candy, Kona Ice, Ice Cream
Water and Fruit Juices



Open areas for parents to mingle and chat



Lines for facepainting...



Student Artists...

2016
Flagler Beach Fabulous Fourth Event Weekend
Planned Festival Activities

| | |
|--|---|
| Arts Activities Tents – | Kids Craft- Frame Decorating Tie-Dye Shirts |
| Carnival Activities- | Dunking Booth Ring Toss 3 Legged Races Hoola Hoop & Limbo Contest Facepainting Artist Photo Booth Pie Eating Contest |
| Get Wet! | (2-4) Giant Waterslides (1) Kids Car Wash – walk thru Water Balloon Splash Challenge! |
| Staying Dry? <i>We'll have dry play</i> | (2) Bounce Houses (1) Obstacle Course |
| Food & Drinks | Concessions Tent- Hotdogs, Popcorn, Cotton Candy, etc.. Bottled Water, Juices (<i>possible soda if sponsored</i>) |
| Parent Area- | Relax while we entertain your children! Veterans Park completely fenced in for safety 10+ Umbrella Tables/ chairs Misting Tents Water, Port-a-lets, Sunblock and Towels available in the park. |
| Parent Activities- | Corn Hole Tournaments (southwest corner) |

March 3, 2016



Kay McNeely
City of Flagler Beach
105 S. Second Street
Flagler Beach, Florida 32136

Dear Kay,

I am writing today to request the position of Kids Zone at the First Friday's Music in the Park, Fourth of July Weekend and the Holidays at the Beach events. We have provided this service for the community for over 4 years and would love to continue. I have attached our general liability insurance for reference for both myself and my partner in this event, Jump for Joy Bouncers and Slide Rentals. I have chosen to partner with JFJ because he has been in business for over 7 years, has an outstanding reputation in town, has the best inventory and the cleanest units available.

If needed, we will present to the board of commissioners and make ourselves available for any questions they may have.

Thank you for your consideration.

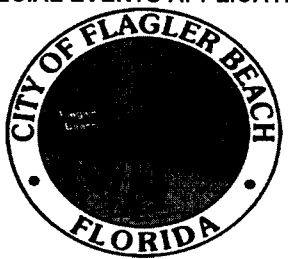
Charlie Michaux
President

Brady Media Inc. / Parent Magazine Foundation Inc.

515 Palm Coast Parkway SW, Unit 5 ♦ Palm Coast, Florida 32137
386-437-0300 Office 386-246-2950 Fax
Federal Tax Identification Number: 47-3484895

Flagler Bounce App.

City of Flagler Beach SPECIAL EVENTS APPLICATION



105 South 2nd Street,
Post Office Box 70
Flagler Beach, Florida 32136
Phone (386) 517-2000 Fax (386) 517-2008

INSTRUCTIONS:
Please print or type all information. The application must be filled out accurately and completely. Answer all questions. Do not leave an item blank. If an item does not apply, write N/A (not applicable). Incomplete applications will not be considered. All statements made on the application are subject to verification.
If you have a 5013 C exemption certificate please attach a copy to this application for the application fee waiver.

OFFICE USE ONLY
DATE REC'D 2-3-16
FEE REC'D \$ _____
INITIALS: _____
APPROVED
DISAPPROVED
REASONS: _____

PX _____
BY: _____
CITY SPONSOR: YES
 NO

Please type or print legibly Required Information

Name of Event
Producer/Promoter: 4th of July in Veterans Parks (Flagler Bounce)
Type of Organization: _____ non-profit profit _____ charitable _____ government
Will the City be asked to sponsor or co-sponsor? _____ Yes No
Contact Person: Chris Murphy
Address: 1411 S. Daytona Ave
City: Flagler Beach State: FL Zip: 32136
Work Phone: N/A Home Phone: N/A
Fax: N/A Mobile Phone: 386-338-8878
E-Mail Address: FlaglerBounce@gmail.com

Billing Information

Is the party responsible for billing same as above? Yes _____ No
If No, please provide the proper information below:
Attention: _____
Address: _____
City _____ State _____ Zip _____
Work Phone: _____ Fax: _____

EVENT INFORMATION

Event Name: Flagler Bounce Kids Zone

Date(s) Requested: 7/2/16 - 7/4/16

Location: Veterans Park

Brief Description of Event: Kids Zone Bounce houses / water slides and snacks

Site Plan Attached? Yes No

If No, explain here: Plan Pending Approval

Will admission fee be charged for event? Yes No

Event Time: Date 7/2/16 Start 8:00 am End 9:00 pm

Date 7/3/16 Start 8:00 am End 9:00 pm

Date 7/4/16 Start 8:00 am End After fireworks

Set Up: Date 7/1/16 Start first Friday? End _____

Break Down: Date 7/5/16 Start 8:00 am End 10:00 am

Rain Date: Date N/A Start N/A End N/A

Total Number of Expected attendees\participants: 4th of July

Age Breakdown: 1-10 11-18 19-25 26-40 Over 40

Have you held this event previously? No Yes

If Yes, Previous Date(s): _____

Location: _____

Does this event differ from previous years? No Yes

If Yes, explain how: _____

SIGNS/BANNERS

Will you require signs and banners at your event? No Yes

If Yes, list # and dimensions of each: 10 Yard sign's

Proposed locations: N/A

PARADES

Parade permits for SR A1A or SR 100 are provided by FDOT. The City will apply for the permit but can not guarantee approval. A map of the route designating requested street closures must be attached.

Estimated number of parade units in each category:

_____ Bands _____ Floats _____ Cars _____ Marching units _____ Miscellaneous

Parade time Date: _____ Start _____ am/pm End _____ am/pm

Set-up time Date: _____ Start _____ am/pm End _____ am/pm

Break down Date: _____ Start _____ am/pm End _____ am/pm

Rain date Date: _____ Start _____ am/pm End _____ am/pm

TRAFFIC

Will normal traffic patterns be altered by the event? No

If Yes, explain: _____

Will public parking, streets, sidewalks, etc. be restricted or obstructed?

No _____ Yes (If yes, designate on site sketch)

Does your plan include on-site parking? No _____ Yes (If yes, designate on site sketch)

Does your plan include off-site parking? No _____ Yes (If yes, designate on site sketch)

Will shuttles be used to transport? No _____ Yes

FACILITY REQUIREMENTS

Will you utilize temporary structures at event? _____ No Yes

If yes, indicate # of each: _____ Stages Tents _____ Scaffolding _____ Booths _____ Fences

Concession Stands _____ Miscellaneous

Location of these structures on site sketch required.

Note: Special Permits are required for tents exceeding 200 sq.ft. Special Building permits are required for temporary structures 700 or more sq.ft in area and those that are four feet above grade.

How many tents exceeding 200 sq.ft. will be used? _____ List tent location and size: _____

Will you need electric? _____ No Yes

If yes, type of equipment: Blowers for units # of Amps needed: 15 per Blower

Will you employ an electrician? No _____ Yes

If yes, provide name & phone number: _____

PROPOSED RETAIL SALES

*** Note: All vendors are required to complete an Itinerant Merchants License application**

Estimated total number of vendors: _____ Estimated # of each type of vending: _____ Crafts
N/A Clothing N/A Food/Beverage N/A Jewelry N/A Misc (Describe in detail below.)

Prepared Food and Alcoholic Beverages\Liquor Liability

Will food\beverage be prepared\sold at this event? No Yes (If yes, see below.)

Note: Fire extinguishers are required and will be inspected by the Flagler Beach Fire Department, Department of Business & Professional Regulation or Department of Agriculture licenses are required and copies must be provided to the City, additional liability insurance required as set by Special Events Ordinance.

Will alcoholic beverages be dispensed, provided or served? No Yes (If yes, see below.)

Note: Liquor Liability Coverage required.

Name of Organization licensed to serve alcohol at this event: _____

This organization is _____ for profit _____ not for profit

RESTROOM FACILITIES

Toilet Facilities available?* No If Yes, how many: _____

Will you provide Port-o-lets?* No If Yes, how many: _____ (Designate on site plan.)

**Note: ADA requires one handicapped restroom in each group of restrooms*

AMERICANS WITH DISABILITIES ACT

ADA requires with accessibility guidelines as adopted by the State of Florida are now in effect.

SANITATION

Please review the Special Events Ordinance, and Resolution 2008-32 regarding fees for sanitary requirements.

POLICE SERVICES\CROWD CONTROL

Please review the Special Events Ordinance for Police\Security requirements.

LIABILITY INSURANCE WILL BE REQUIRED

See Special Events Ordinance for insurance\indemnity requirements

SIGNATURE(S)

I understand this is an application only and does not obligate the City in any fashion to reserve any facility location or approve an event. I also understand that if application is approved, non-compliance with event ordinances and agreements within these pages, could impact future event terms or approvals.

Signature of Applicant  Date 2/2/16

Title of Applicant Owner

Affiliation Flagler Bounce

CITY OFFICIALS

To be signed after review of application by department heads or at Special Event Planning Meeting, if required.

Chief of Police _____ Date _____

Fire Chief _____ Date _____

Sanitation _____ Date _____

City Manager _____ Date _____

City Commission Chair _____ Date _____

Administration

as presented to #10

From: Durkin, Martin T SAJ [Martin.T.Durkin@usace.army.mil]
Sent: Monday, April 23, 2012 12:08 PM
To: marine@clineconstruction.net; Nist, Barbara U SAJ; Maglio, Coraggio SAJ
Subject: Coquina use in Flagler County (UNCLASSIFIED)

Classification: UNCLASSIFIED
Caveats: NONE

Hap,
Thank you for the call today. You now have my e-mail and contact info below. Please don't hesitate to contact me if you have any questions about the ongoing feasibility study for Flagler County.
Barbara and Coraggio,
I talked today with Hap Cameron from Cline Construction. He was telling me about how FDOT was going to start putting together some specifications for the use of coquina rock on projects throughout the state. His e-mail is above, and he could be a good resource if we have any questions about the use of coquina for this project or others.
Thanks,
Marty

Martin Durkin
Coastal-Navigation Section
Planning Division
Jacksonville District
US Army Corps of Engineers

Phone- (904)-232-2190

Classification: UNCLASSIFIED
Caveats: NONE

Cap provided a
color brochure &
plans to you at the
4-14-16 mtg. Those
items are not being re-produced

Marine Administration

From: RGranstrom@aol.com
Sent: Wednesday, April 18, 2012 1:42 PM
To: marine@clineconstruction.net
Subject: Re: Coquina Rip Rap
Attachments: Rock Revetment - Granstrom.pdf

Here's what I can find.....you can also google "rock revetment's" Bethune Beach... You may find some stories there.
Bob

In a message dated 4/17/2012 9:38:24 A.M. Eastern Daylight Time, marine@clineconstruction.net writes:

S.E. Cline Construction, Inc.



Marine Engineers and Constructors

Certificate of Authorization # 27689

P. O. Box 354425 ♦ Palm Coast, FL 32135 ♦ Phone: 386-446-6426 ♦ Fax: 888-465-3598 ♦ CGC 057450

Mr. Granstrom,

I am looking forward to seeing articles and/or pictures from your work with coquina.

If you should happen to come across any of the articles or photos would you please send them to this email address.

Thank you in advance for your help.

Best regards,

Luanne Waters

Assistant to:

C.M. "Hap" Cameron, Jr.

V.P. & Dir. Marine Ops

Cell: (386) 931-0016

www.clineconstruction.net

SYMBIOSIS BETWEEN THE LAND AND HUMANKIND

"Symbiotic relationships mean creative partnerships. The earth is to be seen neither as an ecosystem to be preserved unchanged nor as a quarry to be exploited for selfish and short-range economic reason, but as a garden to be cultivated for the development of its own potentialities of the human adventure.

The goal of this relationship is not the maintenance of the status quo, but the emergence of new phenomena and new values."

Rene Dubos (1901-1982)
Bacteriologist, Pulitzer Prize Recipient, Rockefeller University

LETTERS TO THE EDITOR

Scandal should define priorities

I grew up in South Florida. I watched my Canes win five national championships. I love the University of Miami and the Hurricanes. Cut me, and I will bleed orange and green. Win or lose, they are and always will be my team, or so I thought.

Last week it occurred to me that if the University of Miami was accused of ignoring allegations of

child abuse or covering them up, I would take every piece of UM clothing that I own and throw it in the trash. Never again would I be proud of my Canes. There is not one single moment of joy or pride in my favorite college team that I would trade for a single incident of child abuse. Shame on you, Penn State!

EARL HAMILTON
Palm Coast

One way to shore up shoreline

Regarding recent erosion problems in Flagler Beach: 30 years ago, Bethune Beach, south of New Smyrna Beach, had a bad erosion problem. We solved it with a rock revetment system. The system protects our homes because it is 16 feet above sea level. It also traps sand. I invite Flagler Beach City Manager Bruce Campbell to come down and see what works.

BOB GRANSTROM
New Smyrna Beach

To Submit Letters

The Daytona Beach News-Journal welcomes letters from readers on matters of public interest, with the following guidelines:

- Letters should be under 300 words and deal with a single subject.
- Letters will be edited for length and clarity.
- Letters must be original and written exclusively for the News-Journal.
- Each writer is limited to one letter every 30 days.
- Please include your full name for publication.
- Letters that do not include a home address and daytime phone number will not be published.

Revetments have worked

According to the Feb. 17 editorial "Underwater sand traps," "Trucking sand and rocks to the beach has proven a dismal failure." In 1979 my oceanfront seawall in Bethune Beach failed because of poor construction. The state permitting agency suggested that I put in a rock revetment. I did, and it worked.

In 1982 my neighbors almost lost their homes during two fall northeasters. They put in rock revetments, and now a 3,300-foot stretch of contiguous rock revetments is in place. The reason the rock revetment works is that it is 16 feet above sea level and the rocks are at a 45 degree angle to the beach. During the 2004 hurricane season, the revetments trapped the sand. We now have too much sand.

The oceanfront property owners paid for their revetments. No money was requested from government. The revetments have worked for 25 years. Maybe Flagler County officials should take a drive down to Bethune Beach.


ROBERT GRANSTROM
New Smyrna Beach

al file=NIGEL COOK
e to several
Aedes infir-
gorging on a
one of the
ost trouble
als say.

ea reason

"EROSION CONTROL"

I live in Bethune Beach in an oceanfront house. When I purchased my house in 1974, it had a seawall. It was built well in the front and not built well on the sides. In 1979, a northeaster storm came through and my seawall collapsed. I contacted the Beaches and Shores Department, a division of the Department of Natural Resources. They informed me that they no longer liked seawalls and told me I would have to put up a "Rock Revetment". So I did. My neighbors laughed and said it wouldn't work. From 1979 till 1981, I was the only oceanfront house with a "rock revetment" in Volusia County. The fall storms of 1981 took enough sand from the neighbor's homes that they had to have bulldozers push beach sand back up against their houses every low tide for a week. Suddenly, my phone was ringing off the hook from neighbors wanting to know "how do we get one of those rock revetments"? After going through the procedure I went through, the state issued permits for 11,925 feet of rock revetments. 6,835 feet were built. They were built on platted, deeded property of each owner. They were paid for by each owner who wanted to participate. Storms of previous years and this year's storms have eroded away the dunes where no revetments were built. Hurricane Floyd put a lot sand on top of the revetments more than I have seen in my 20 years of having one. Hurricane Irene took the sand out. The revetment looks the same. No one has had to fix or replace their revetment. The revetments have protected the property and the property behind them. "THEY WORK, THEY WORK, THEY WORK." If you go to the Beaches and Shores Department today they will tell you that they don't like rock revetments. You can apply for a seawall permit. Good luck! For a one or two storm fix you can put sand in front of your oceanfront property, plant sea oats and put in a fence up to trap the sand. It's a shame the State of Florida doesn't like rock revetments.....They work in Volusia County.

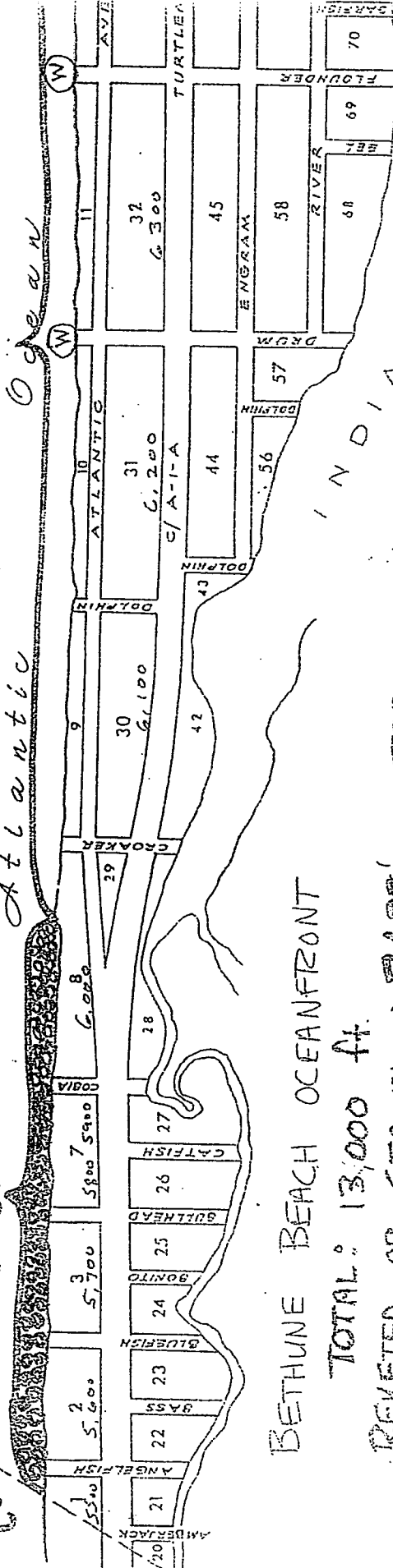

Bob Granstrom
Bethune Beach

BETHUNE VOLUSIA BEACH

5,100' GAP

2,425' OF REVETMENT

Atlantic Ocean



BETHUNE BEACH OCEANFRONT

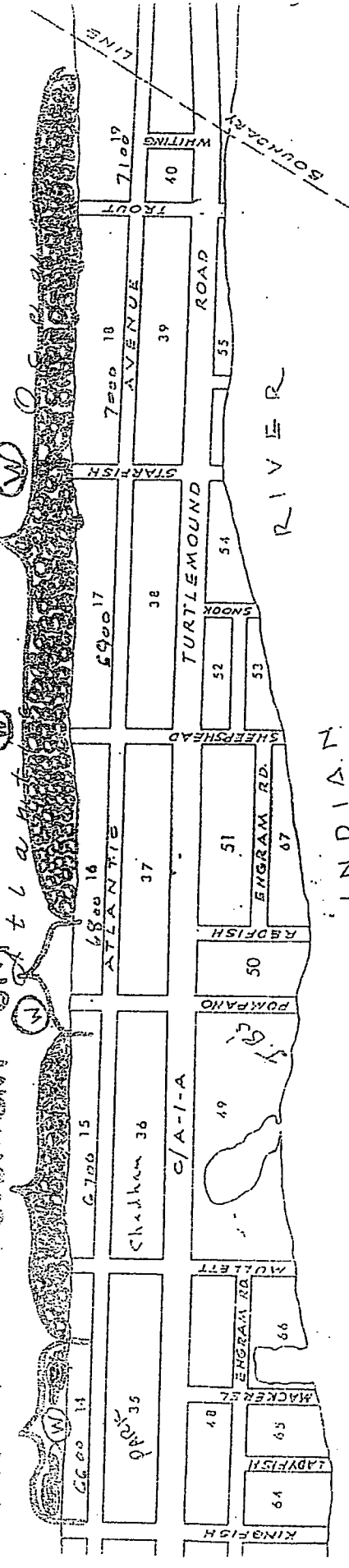
TOTAL: 13,000 FT.

REVEATED OR SEAWALL: 7,625' OR 59%

NO PROTECTION: 5,375' OR 41%

(W) = EXISTING WALKOVER R.I.V.
& ARE IN NOW

300' COUNTY SEAWALL 1175' REVETMENT 275' GAP 3225' OF REVETMENT



BETHUNE

DRAWN ESPECIALLY FOR
BETHUNE BEACH PROPERTY OWNERS ASSOCIATION

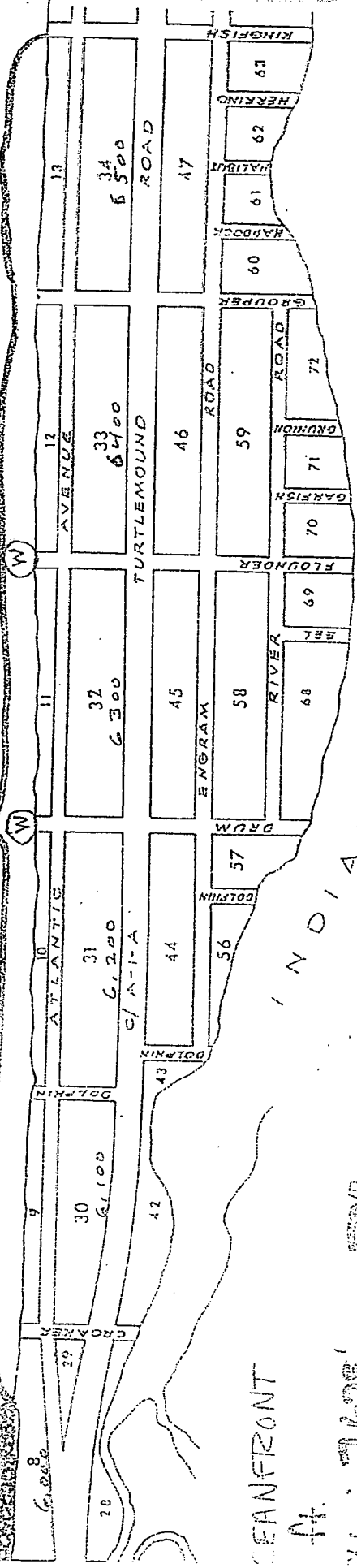
-JAN 1958

DETHUNE VOLUSIN BEACH

5,100' GAP

RETMENT

Atlantic Ocean



SEANFRONT

ft.

W: 7625' OR 59%

W: 5,100' OR 41%

RIVER

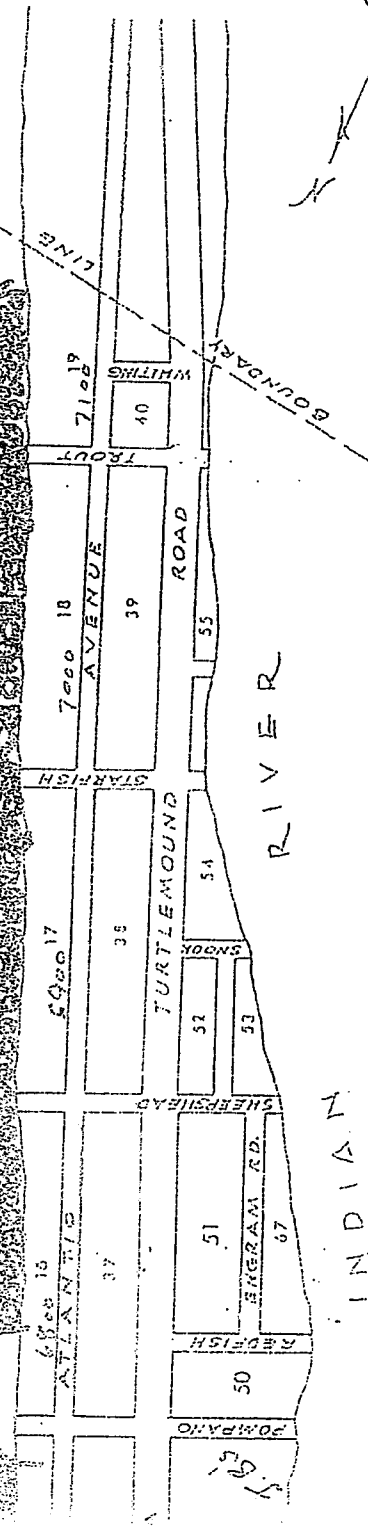
EXISTING WALKOVER

8 arc in now

W

3225' OF RETMENT

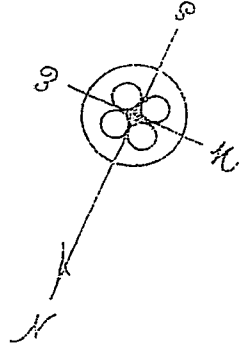
Atlantic Ocean



INDIAN

RIVER

Casual National Seashore



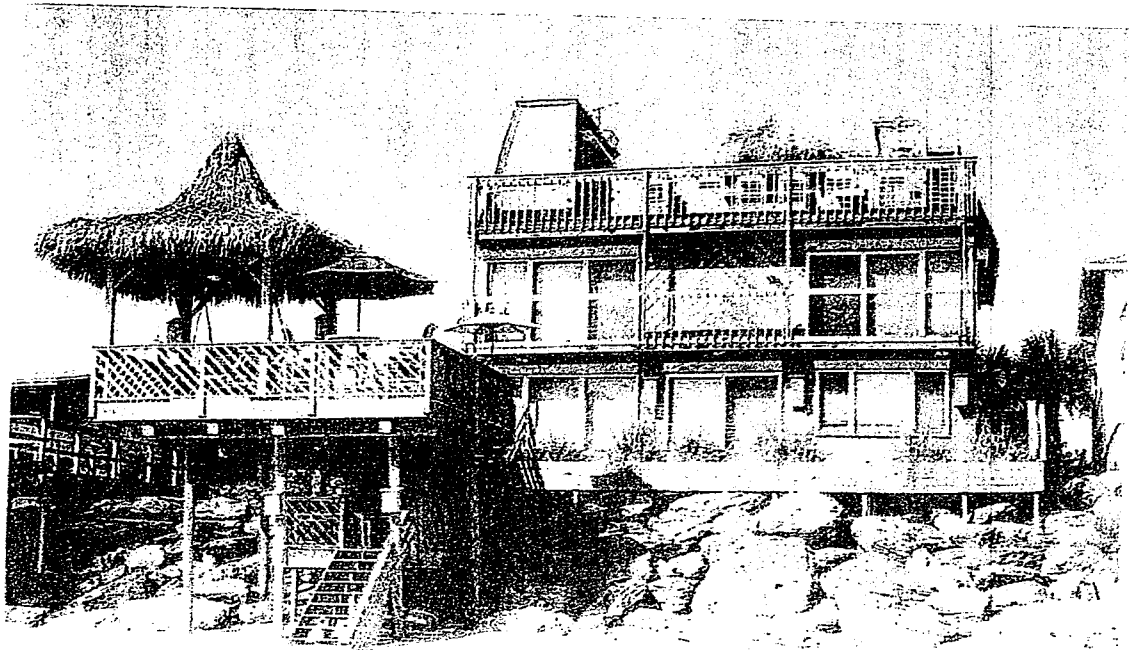
DRAWN ESPECIALLY FOR
DETHUNE BEACH PROPERTY OWNERS ASSOCIATION

J. H. HARRIS



MY HOUSE
6941
S. ATLANTIC

ROCKS WERE PUT IN IN 1979
THIS IS RECENT PICTURE TAKEN
IN 2009.
6941 S. ATLANTIC



History Lesson

Castillo de San Marcos: Old World Design, New World Materials

THE HISTORY OF civil engineering is, in part, the story of the development of new materials, from concrete and steel to the latest high-tech composites. In fact, it was the use of an unusual building material that made possible the construction of what is today the oldest masonry fortification in the United States. By withstanding the tests of time and cannon fire, that material went on to shape the course of American history.

The fort known as Castillo de San Marcos was built in the late 17th century, but its story begins with the founding of St. Augustine, Florida, in 1565, by a Spaniard by the name of Pedro Menéndez de Avilés. St. Augustine was a small colony, but it played an important role in Spain's New World ambitions. Not only did it give the Spanish a claim to Florida; it also served as a strategically located base from which to defend Spanish treasure ships as they followed the Florida coastline on their way back to Europe.

It is no wonder, then, that Menéndez's first act upon founding St. Augustine was to build a wooden fort, which local natives promptly burned to the ground. A second fort, surrounded by a moat, soon followed but was washed away. A third was burned down by mutinous soldiers, and a fourth became another victim of the sea. In fact, in the first century of the colony's existence, its inhabitants erected no fewer than nine wooden forts, none of which survived for long.

A turning point came in 1668, when a band of pirates captured a Spanish supply ship and orchestrated a sneak attack on St. Augustine. The pirates looted the nearly defenseless settlement and killed more than 50 people, but they refrained from razing the town, stoking fears that they would soon return to occupy

The walls of Castillo de San Marcos, *above*, withstood two major assaults, in 1702 and 1740. Both times, the English attackers were unable to penetrate the fort's defenses. In plan, *below*, Castillo de San Marcos closely adheres to the principles of 17th-century fortification design. A diamond-shaped bastion extends outward from each corner of the central quadrangle, offering Spanish soldiers unobstructed views in all directions.

it permanently. The disastrous raid provoked Mariana (Countess Palatine Maria Anna of Neuburg), the queen consort of Spain, to act. In October 1669 she ordered the viceroy of New Spain to fund the construction of a fort made not of wood but of stone.

Carrying out the queen's orders was Don Manuel de Cendoya, the newly appointed governor of Florida. After successfully obtaining an initial payment of 12,000 pesos from the viceroy in Mexico City, he traveled to Cuba to recruit



NPS PHOTO. TOP: NPS PHOTO BY JOHN CIPRIANI. BOTTOM:

workmen. There he also hired Lorenzo Lajones as the master of construction and Ignacio Daza as the chief engineer.

Daza was a military engineer and apparently quite familiar with contemporary European fortification design. His plans for the Castillo de San Marcos were sound but not particularly innovative. On the contrary, the structure closely resembled a number of forts that already existed in Europe. What distinguishes the fort from its European counterparts is not primarily its design but rather the material of which it is constructed.

Finding enough stone to build a fort in sandy St. Augustine might seem unlikely, but Cendoya knew where to look. Some 70 years earlier, the townspeople, in need of a secure place to store their munitions, had erected a powder magazine out of a local material they called simply *piedra* (stone). In the early 17th century, someone had used the same material to build a well in St. Augustine that still exists today. A close inspection, however, reveals that this "stone" is made up almost entirely of seashells.

Coquina, as the material is known today, is a type of limestone found only on Florida's east coast, roughly between St. Augustine and Boca Raton. This 225 mi long mass, which in many places is less than 6 ft thick, is believed to have formed some 110,000 years ago as ocean currents gradually deposited clamshells in piles. As rain fell on the piles, calcium carbonate crystals from the shells dissolved in the water and cemented the shells together. Over time, further deposits of sand and shells covered the older layers, compressing them until they turned into coarse stone.

Cendoya recruited 15 stonemasons from Cuba and conscripted more than 100 native laborers to mine coquina from quarries on Anastasia Island, just across Matanzas Bay from St. Augustine. First, workers wielding axes and picks cut deep grooves in the stone. Then they used bars and wedges to extract blocks as large as 4 ft long and 2 ft thick. The heavy blocks were loaded onto rafts and transported across the bay. Other workers burned oyster shells in kilns, reducing them to lime for use as mortar. The first blocks of coquina were laid in November 1672.

Daza's design for the fort reflects the prevailing military theories of his time. At its center is a square plaza 320 ft on each side. A diamond-shaped bastion extends outward from each corner, offering soldiers unobstructed views in all di-

A moat, below, restricts access to the fort's main entrance, or sally port.

rections. A watchtower stands at the outermost point of each bastion. The main walls, or ramparts, are 30 ft high and vary in thickness from as much as 14 ft at the bottom to 5 ft at the top. Between the plaza and the outer walls is an elevated deck, or terreplein, where cannon were mounted. A detached arrowhead-shaped fortification called a ravelin protects the entrance.

Under Cendoya's leadership, the foundations were laid and the walls began to rise, but progress slowed because of the viceroy's increasing reluctance to fund the project. In 1675, however, the arrival of an enthusiastic new governor, Don Pablo de Hita Salazar, lent the effort a new sense of urgency. Over the next five years, Salazar transformed the still-unfinished fort into a viable stronghold. His successor, Juan Cabrera, completed the main structure by 1686. The next decade saw the construction of a moat, a seawall, and other improvements, bringing the project to completion.

One wonders whether the builders of the fort sensed that forming the city's defenses out of clamshells was something of a gamble. Their first serious test came in 1702, when Governor James Moore of Carolina led English troops in a seaborne attack on St. Augustine in an attempt to force the Spanish out of Florida. The English succeeded in occupying the town while its frightened residents fled to the safety of the fort.

They need not have worried, for soldiers on both sides of the conflict were about to discover a surprising fact. Unlike ordinary stone, the cavity-filled coquina did not break or crack under cannon fire; it absorbed the impact. As one Englishman put it, the material "will not splinter but will give way to cannon ball as though you would stick a knife into cheese." After a 50-day siege, Moore gave up, burned four of his ships, and retreated inland. Spain would retain control of Florida for another 61 years.

Beginning in 1738, on the advice of the engineer and diplomat Don Antonio de Arredondo, the Spanish made additional improvements to the fort. They focused in particular on the interior, stripping out the existing rooms and erecting large masonry arches to support the terreplein. Two years later, the fort endured a second attack by the English, this time led by General James Oglethorpe. The siege lasted 38 days, but the result was the same: Oglethorpe returned home having failed to penetrate the fort's defenses.

It was not warfare but diplomacy that eventually led to a transfer of St. Augustine from Spanish to English hands, in 1763. Spain regained the territory peacefully in 1784 only to cede it again, this time to the United States, in 1821. Castillo de San Marcos was designated a national monument in 1924 and was listed in the National Register of Historic Places in 1966. Accorded landmark status by ASCE in 1975 in its Historic Civil Engineering Landmark Program, the fort is administered today by the National Park Service. —JEFF L. BROWN

Jeff Brown is a contributing editor to Civil Engineering.



Brown



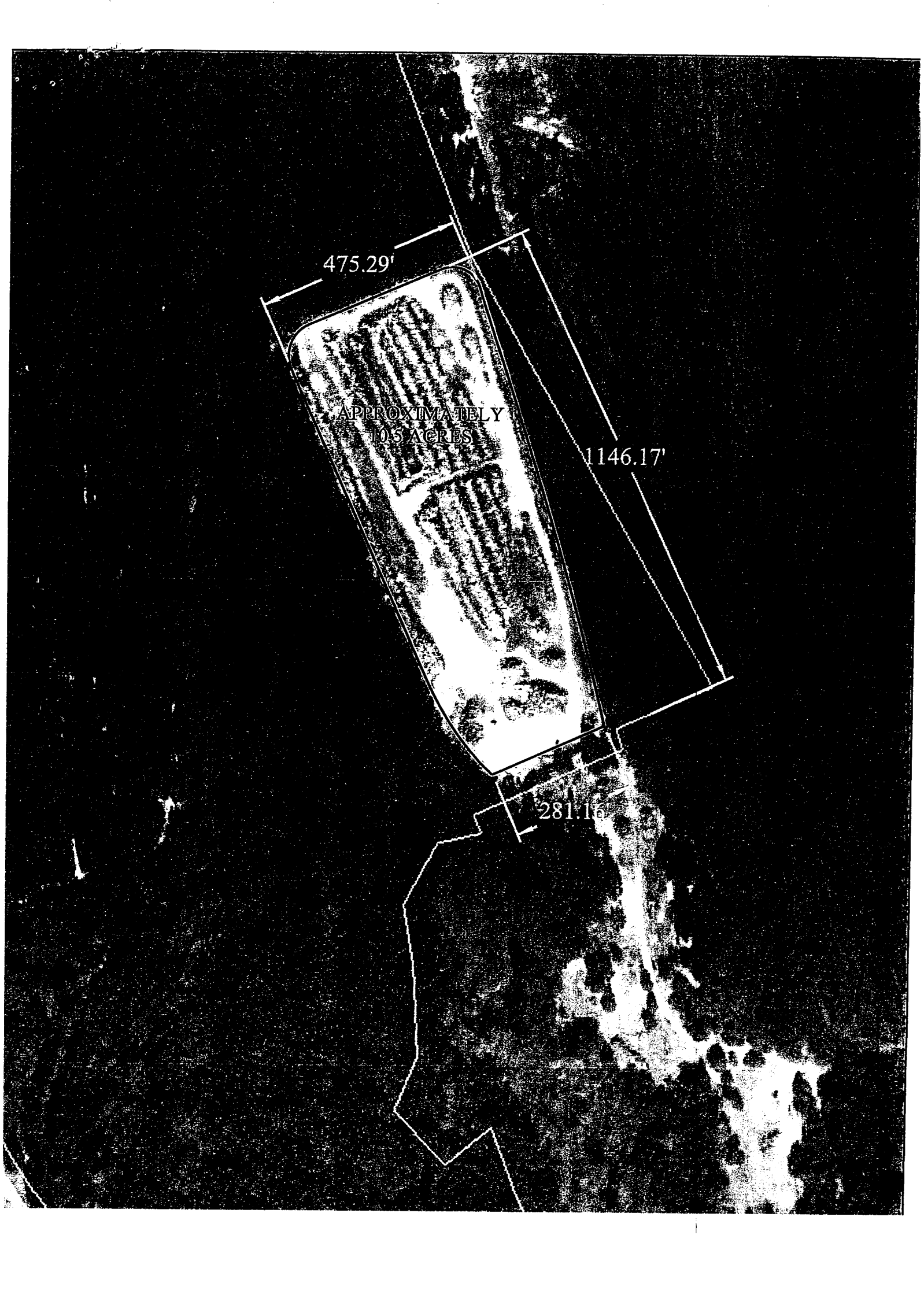
NPS PHOTO BY JOHN CIPRIANI

475.29'

APPROXIMATELY
10.5 ACRES

1146.17'

281.16'



Quarrying Florida coquina goes way back, and continues — while it lasts

by Peter Hildebrandt

Sometimes small things can have a great impact on history. In the area around Saint Augustine, FL, a mixture of tiny seashells (mostly from a little clam called *Donax variabilis*), sand and calcite formed thousands of years ago into a unique substance called coquina.

Because of its shock-absorbing quality, coquina proved to be a great choice of building material for the Spanish when they constructed the large "star fort" called the Castillo de San Marcos. Cannon balls from British attacks were absorbed into the coquina fort walls, which have held strong for more than 300 years. America's "oldest city" has survived due — at least partly — to the existence of plenty of coquina in this vicinity.

These days there are no longer any dramatic naval skirmishes between the British and Spanish over possession of a North American empire. But the ball is still falling, as John Arrigoni, owner of Arrow Materials, Flagler Beach, FL still quarries the dwindling quantity of this fascinating rock material — while it lasts.

Better Than a Cannon Ball

The quarry Arrow Materials works is located a few miles inland from the Atlantic Ocean at Flagler Beach, about 35 miles south of St. Augustine. As we step from Arrigoni's pickup, I begin to feel noticeable thumps and shakings of the ground beneath my feet.

Arrigoni explains that early on he had to find a feasible technique to break the coquina, which absorbs shock well. Though this fact proved a benefit to the Spanish as they defended their territory in northern Florida from British invasion over the centuries, it also made working with the material problematic.

Arrow Materials doesn't cut blocks of coquina. They tear it out of the ground with an excavator after breaking it with a specialized ball, something like a demolition ball filled with lead. The ball is formed into just the perfect shape to be able to break the rock into pieces. It is then sized from small pieces 2-foot and under, medium blocks 2-foot to 4-foot in length and large ones, anything over 4-foot.

"When we tried to mine coquina, at first we tried to blast it and that didn't work, dozers with ripping attachments didn't make much sense either," says Arrigoni. "What we came up with was to design a 'ball' made up of a series of inch and a quarter steel plates, in a diamond shape."



Sorted piles of coquina.

The structure is hollow and filled with lead. The steel is 450 pounds per cubic foot and the lead 710 ppcf. A 3-foot by 3-foot wrecking ball weighs about 12,000 pounds. The excavator's bucket scoops up the ball, lifts it skyward and then dumps it out directly onto the coquina, which it breaks apart below our eye level on the other side of the ledge. But at least now I understand the source of the mini-earthquakes in the sandy limestone soil below.

"It took me half of a morning to try to calculate and design the dimensions of the ball," says Arrigoni, "but then my high school-age son came home and figured it all out in a half hour." That same son, M.J., now in his 30s, works with Arrigoni.

Where It All Goes

The coquina is used for everything from erosion control (both on the ocean side of the beach and along inland waterways bays and estuaries) to buildings as well as for landscaping and decorative uses.

"In the shell layers just below the coquina rock, we've found mammoth and mastodon teeth, remnants of the last Ice Age," says Arrigoni. He points out something of a cat ledge of coquina, running from basically nothing in some areas all the way up to 15 feet thick in others. "Though there are other products throughout the world called coquina, I don't believe there are any like this. Though Mexico has material they call coquina, I feel, to the best of my knowledge ours is a lot harder: theirs is more of a clay-rock than this." Arrow Materials is now virtually the only coquina supplier in this area. "Even though things with the economy have slowed down, as long as this product is needed, we're the ones they come to get it from," says Arrigoni.

Arrow Materials has sent their coquina as far away as Canada, with some now located at Camp David and Alabama. The coquina is only used a little for building because they don't cut it.

Coquina shell is used by construction companies for stabilizing material. The rock was used on the face of the city hall building in Bunnell, FL, for golf course landscaping, revetments, signage, facing on homes, and even decorative sculptures.

Primarily the coquina is used for erosion control along the rivers, canals, lakes and along the ocean. "Granite has replaced coquina for erosion control along the ocean: it's thought to work better because it is more massive," says Renee Matteau, longtime office manager at Arrow Materials. "But the fact is our coquina has been out there and lasted through

'lock' back onto itself as coquina does. Coquina is a little bit softer; the edges break off but the material holds together, as opposed to the granite rock which simply dislodges over time."

"For erosion control uses, coquina will interlock much better," says Arrigoni. "It's soft enough to unite like puzzle pieces in an erosion setting - whereas hard rock such as granite will roll around and erode. One analogy might be that of something square not rolling around as much as round objects like marbles continuing to rotate and smooth out even further."

Construction Company Partnership



John Arrigoni and son M.J. Arrigoni.

Sam Cline, president of S.E. Cline Construction, Palm Coast, FL is part owner of the pit, called Iroquois, LLC. Iroquois is owned by Arrigoni, S.E. Cline Construction and four other people.

Cline is involved in such dredging operations as maintenance, channel and shoreline restoration, docks, seawalls and bridges. The company handles specialty services such as demolition, disposal, derelict vessel removal, salvage operations and dead head logging.

The total Iroquois piece of property is 117 acres. Although Arrigoni is only digging on 20 acres of the land, he will eventually need to receive more permitting to work in the other area. Permits are obtained from St. Johns Water Management, Flagler County and the Environmental Protection Agency.

"For any land developments going in along the coquina veins and ridges in the area, we are the ones who go out and break up the material for installation



John Deere 350D track excavator dropping specially constructed wrecking "ball" for breaking apart



Service truck specially built by John Arrigoni, for transport of fuel, grease and oil. (Cab is a 1998 Freightliner FL-70).

of roads and infrastructure, pipes and water lines for sewage beneath the roadways," says Arrigoni. "Most construction companies don't like to deal with it, but we love it."

Two permits have enabled Iroquois, LLC to be involved in mining. Scientists have identified the wetlands and they have laid out a future potential lot layout for a possible residential community. With Cline Construction being a land development contractor they also purchase products from the quarry. They are an enduser as well as a part owner in the quarry.

The original pit was started by ITT-Rainier, according to Cline. ITT built the community of Palm Coast, principally due to their large timber holdings in the area. That company also developed the coquina pit back in the 1970s before the property was sold. ITT gave the county a lease to mine this area.

The plan for the property is to offer 17 of the frontage acres for commercial applications and the remainder of the property for 81-101 single acre lots. Long term, it was anticipated that this pit would be a boutique mine ending up as a residential development, according to Cline. "But here we are in a down market, just waiting for things to change a bit," he says. "It's currently simply a working pit. All the pieces are in place and once the market is back in place, it will be quarried and then turned over to be used for residential."

"The water clarity is excellent in the ponds in the pit areas as the limestone coquina filters the water," Cline continues. "This differs from what you find in sand mining operations where water is often cloudy. An important plus is that the property has elevation, whereas much of the rest of Flagler County is quite flat. The existing lake is also fairly deep and with very high water quality. The property has many pluses. We're trying to make the lake attractive and functional and are doing this by mining the property wisely."

Good Dealer Relationships

Arrow Materials has five excavators, 11 John Deere equipment, three loaders, two of which are John Deere and the other a Komatsu. These various machines range in their model years from 1995 to 2007; a mixture of old and new equipment. They also have a Titan 1800 power screen, some three years old.

ment. Ronnie Coleman, area sales rep, has dealt with Arrow Materials for many years now.

"John has bought new equipment from us over the years, but they manage to keep the equipment running forever as well," says Coleman. "He has some I've sold him back some 25 years ago. John's been a John Deere purchaser for years and years. Our excavators have had no problems handling John's homemade wrecking ball. Its 10,000 pound weight is not a problem as that machinery typically can lift three times that amount."

Coleman has been selling in this area for 36 years; Industrial Tractor Co. has been in business 45 years. The company sells both John Deere and Hitachi excavators. But John Deere is the predominant brand they sell. "Actually John Deere and Hitachi in their excavator lines are similar and the two work together on the equipment," adds Coleman. "But John is loyal to the John Deere brand. I've known John Arrigoni some 30 years and he's bought a lot of equipment from me in both good and bad economic times. For ourselves, equipment sales have been somewhat slack with this economy. Hopefully a bit later in the year things will get back on the right footing. Things will turn around; we just have to be patient."

Corey Hartley, a sales rep for Linder Industrial Machinery Co. at their Jacksonville, FL location, has recently taken over the long-term relationship that another sales rep had with Arrow Materials. Komatsu is the main line of equipment Linder sells. The company sold Arrigoni the Komatsu FUA 420 wheel loader that he uses at his coquina quarry.

Linder carries bulldozers, articulated wheel loaders, articulated dump trucks, excavators, large dump trucks and other equipment all the way up to the pieces used in mining operations, such as large power shovels. They also make a full line of utility machines such as mini-excavators, skid steers and backhoe loaders. "We've been in business since 1963," says Hartley. "We go back quite a ways in this area of the country. John has been satisfied with his Komatsu wheel loader. John's been great to work with and, as far as I know, has been quite pleased with the equipment we've

Coquina's Interesting Questions



Coquina's mysterious holes, most likely caused by tree trunks in the area of coquina formation.

It used to be thought that a hurricane caused this material to build up and form the coquina rock. Now some believe it may have been a tsunami. In any case, it was a force washing vast quantities of fairly large shell material up onto the dunes when they were closer to the edge of the Atlantic Ocean.

Rain dissolved calcium carbonate from the shells, cementing everything together. Where the water table was located at time, the bottom of the ledge is perfectly flat due because that material did not cement together.

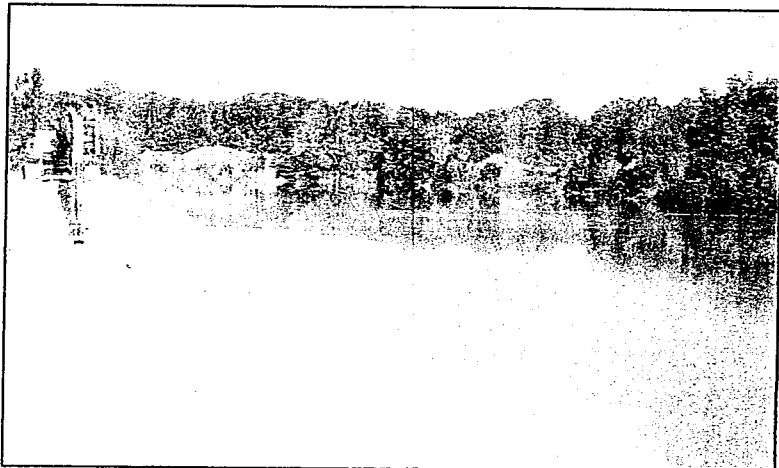
Then there's the question of the holes. There are many sections containing holes, which some think may be from when the shell was washed up on the dunes and went around trees. It then formed around trees, the trees died and the holes were left.

"Many people think these holes are solution holes from the coquina dissolving," says Matteau. "But if you look at them, they are very regular. John can even tell you which holes were produced by a palm tree, a hardwood tree or any of the others. A lot of times that holey coquina is used for specialized functions during landscaping. The naturally formed holes make it distinctive for those using it for landscaping and decorative uses."

At one point Arrigoni even asks me to inspect a typical hole, asking what I see. I describe the rings lining the interior of the hole. "Now look at the trunk of that palmetto tree," he instructs me. I oblige and sure enough, the rings up and down the palmetto's trunk match those inside the hole. Clearly the tree came first; trees would have a tough time growing up through what amounts to an entire layer of shelly limestone or coquina.

"As far as we know, this coquina material only runs from St. Augustine to Melbourne, with the strip being not much more than 250 feet wide at the widest," says Matteau. She has worked with this material since the 1980s.

Since other sources for coquina in the areas where it is located have largely played out, Arrow Materials is now one of the few places to obtain it. "Though it's getting sparse, I still feel we could quarry this coquina for another 20-50 years if we wanted to," adds Arrigoni. "We have our novel ball ready to drop and supply some more coquina to anyone looking for it."



In Major Shift, Flagler Would Rebuild Beach Without Federal Money

FlaglerLive



Not enough protection. (© FlaglerLive)

Update: The county administration will present the proposal below to the Flagler Beach City Commission on April 14 at the commission's 5:30 p.m. meeting, at Flagler Beach City Hall.

For well over a decade, going back to the stormy 2000s when hurricanes were battering the Florida coast with sadistic regularity, Flagler Beach and Flagler County have been wrestling with the erosion of the region's most broadly beloved resource: the beach. Various protections were tried, including rock "revetments" and sea walls, neither of which work very well, look good or please residents and elected officials much.

Attention turned to a proposal to "reenourish" the beach by dredging tons of sand from offshore and dumping it along the shore, building dunes in the process—dunes designed to fail and get swallowed up by the ocean during big storms, only to be renourished every decade or so. That approach, hugely expensive and far from proven, has always depended on federal funding and the U.S. Corps of Engineers (which has never done a project like the one it's proposing for Flagler).

The planning and study for beach renourishment has been slow, laborious and contested. But it's been continuous

—on the assumption that federal dollars would make the project feasible. Those dollars have yet to materialize, and given the climate in Washington, and Flagler's weak representation in Congress, many not do so anytime soon.

On Monday, County Administrator Craig Coffey, in what was billed as a mere update of the beach renourishment project, pitched a radically different approach—not only to go ahead with the design and permitting of the project, but to proceed on the assumption that federal dollars may not be there, and to do so with a combination of state and local dollars: from the Department of Environmental protection, the state Department of Transportation, and Flagler County's Tourist Development Council, which devotes a portion of the revenue from the local 4 percent sales tax supplement levied on hotels and other short-term rentals to beach projects.

The county commission, asking remarkably few questions during a 55-minute presentation, did not say no, though it is delaying approval of the new approach pending a formal presentation of the idea to the Flagler Beach City Commission. It was the first focused meeting on the subject since a three-hour update in April 2013.

"You may not have this alignment of planets and funding opportunities that you have today," Coffey said, ascribing half the \$15 million *initial* construction cost of the project to the state Department of Environmental Protection, \$3 million to \$5 million to the transportation department, and the rest from the tourism council. "We have the people in place to help us now," he said. But the path to securing those dollars was largely speculative.

The controversy, expense and uncertainty surrounding a planned "renourishment" of Flagler Beach's shore doesn't match up with the relatively limited scale of the project itself: the U.S. Army Corps of Engineers proposes to dump sand dredged from seven miles offshore on just 2.6 miles of coastline, from the Flagler Beach pier south to the county line with Volusia. It's a stretch of shore that's been battered by erosion, especially during the hurricanes of a decade ago.

Shifting the burden to state and local dollars

Other figures are more colossal: the initial reconstruction of the beach means the dumping of 330,000 cubic yards of sand along the shore. It means repeating the operation four times at 11-year intervals over a 50-year window of federal participation. Some \$20 million of the \$44 million cost, spread over 50 years, would have to be borne by state and local governments. The original construction phase would cost \$17.4 million, with the federal government paying \$9.2 million.

As federal projects of this nature and magnitude go, the final figure is likely to be much different. Just three years ago, the Corps was placing the initial total cost of construction at \$39 million.

The aim is to preserve State Road A1A and the community—the residents, the businesses—behind it, adding just 3.15 acres of shore-bird nesting habitat for endangered species. Storms will alter the figures: more or less sand could be needed, more or less frequent renourishments could result.

That's assuming the rising seas projected to devour substantial parts of Florida's shoreline, because of global warming, don't make the project obsolete before its 50-year lifespan: the Environmental Protection Agency calculates that seas are rising along Florida's shore by an inch every 11 to 14 years. The Southeast Florida Regional Climate Change Compact projects a more dire scenario, with seas rising 31 inches by 2060 in South Florida, and 46 inches by 2075. Swaths of Flagler Beach could be history. A study published last week makes even grimmer projections for Florida.

The Army Corps' mission is to study and shepherd large-scale projects such as beach renourishment. This project got the federal government's attention because the beach is popular and has many beach-access points, which ensured a maximum share of federal subsidies. On the other hand, the makeup of the shore is such that the project

will impose heavier costs on local or state government to "certify" to the federal government that the project can go ahead. What that means is that 184 parcels will have to have perpetual storm damage easements, and 42 dune walkovers, half of them private, may or may not have to be relocated.

"We hope we could work around those, but if we can't there could be some costs," Jason Harrah, project manager for the Corps' Flagler County Shore Protection project, said, estimating that cost at \$3.3 million. Those costs will have to be borne locally. It's the fine print of megaprojects. County Administrator Craig Coffey said the county could accomplish that work at "much cheaper" cost than the Corps estimates.

"This is being built to sacrifice itself to protect A1A and the adjacent revetment," Harrah said. "That's what that beach will be put there for, and that's what that beach will be renourished for, or that dune, and that's to sacrifice itself" in 11-year cycles.

The feasibility phase of the project was completed. The report of the project has been approved by the executive branch and been transmitted to Congress for authorization through the Water Resource Development Act, renewed every three years. The bill is expected in summer or fall. But for this project to be funded, it'll need some lobbying.

Meanwhile, the next step is the \$900,000 design and permitting, which takes about two years. To date, the project has had no federal funding for either. "The key here is I do not need a Water Resource Development Act authorization for design and permitting, I do need a water resource bill for construction, so it has to be completed prior to construction," Harrah said.

In other words, so far, no federal dollars have been appropriated for these steps in the process, and none may be appropriated in the future, Harrah cautioned. "We're living in the land of no earmarks, so those have since passed, so all the project appropriations have been passed down to the OMB, Office of Management of Budget, and the assistant secretary of the Army, so she gets thousands of requests for projects, beach projects, California, all over the country, and there's only so much money to go around. So essentially, they put restrictions on these."

Some factors that count against Flagler's project: Beaches damaged by Hurricane Sandy are devouring a lot of the federal funding for now, and the project would end up protecting a road as opposed to more crucial or valuable infrastructure. That's for design funding. Conditions are even stiffer for construction funding. The absence of a strong congressman is also a factor: Flagler County hasn't had stable representation in Congress for years. It's last strong hope was John Mica, who chairs the House Transportation and Infrastructure Committee, but he was redistricted out of Flagler almost four years ago. His replacement, Rep. Ron DeSantis, besides being new and powerless, has been ineffective and, because of his more national ambitions, largely uninterested in advocating for his district (he's running for Marco Rubio's senate seat).

There are alternative to the usual funding formula for the design phase, but in that case the \$900,000 design cost shifts to the local government (or the local government with state grants). That doesn't guarantee that the federal fund will pay for construction in the future. An other alternative is to delay the design and permitting phase until the federal government is ready to pay. That delay would be open-ended. A third alternative is to hire a firm other than the Corps to do the design, but Coffey is advising against that approach.

The County could also choose to do nothing. If a storm then demolishes parts of the road, the state transportation department has pledged to repair it, attaining the goal of the renourishment by way of a disaster.



Flagler County Administrator Craig Coffey (© FlaglerLive)

Coffey is pushing an even more independent approach: not only pay for the design phase without federal funds—through a Florida Department of Transportation agreement “to facilitate” funding for design, but to sign a \$3.8 million funding agreement with the transportation department for the construction phase while continuing federal lobbying efforts—and seeking dollars from such pots as the Flagler County Tourist Development Council, which Coffey now directly oversees.

“There is a way forward, it's not crystal clear at this point, but the initial way forward we're recommending are these basically six steps,” Coffey said of the outline that mostly skips federal involvement, or diminishes it from an absolute necessity to a bonus-like possibility. He'd presented his option at the end of the hour-long discussion, with few details, and a sense of urgency that contrasts with a project that's been debated for years, but never on the assumption that the federal government would *not* shoulder a major portion of the cost. Yet his sum-up acknowledged the difficulties.

“If you tell us not to worry about this anymore, let mother nature do what mother nature will do, we will do that,” Coffey said. “It's not in our nature, it's not in our make-up DNA to do that. Even though this is not the prettiest project we could bring you as it's structured financially and whatnot, we feel we've got to keep trying to do something to moving the project forward.”

Coffey pushed. Commission Chairman Barbara Revels pushed back. “We are not going to dump a project or fund a project in someone's community without benefit of hearing from them,” she said, referring to the Flagler Beach City Commission, “even if it is our responsibility.”

So before the commission gave Coffey a go-ahead to bring the sort of large-scale, big-dollar agreements to the county commission for ratification, it asked that he present the proposal to the city commission first, with Revels's help, though four Flagler Beach city commissioners and the Flagler Beach mayor attended Monday's county commission workshop.

The city commission had been split on beach renourishment in the past. Its newest member, Rick Belhumeur, who attended Monday's meeting, summed up his perspective: “Planning stage is supposed to take at least two years so moving forward is a good thing. Using money now from DOT is a great way to proceed because that money might not always be there.”



FLAGLER BEACH CITY COMMISSION

AGENDA ITEM #11

Meeting Date: 04/28/2016

Issue: Resolution 2016-19, amending Resolution 2015-24, which adopted the FY 2015/16 budget, to reflect a budget amendment to provide funding for various city activities, providing for conflict and an effective date.

From: Kathleen Doyle, Finance Director

Organization: City Staff

RECOMMENDATION: Approve Resolution 2016-19

Recommendation Concerning: Amendment of current year fiscal budget; Grant Revenue and Expenditures for Mitigation Grant, Police Department Promotional Grant, Restructure of Building Code Inspection and Planning Department Salaries; and the addition of Part Time Code Enforcement Officer.

BACKGROUND: The Budget needs to be amended to recognize following activities:

1. At the City Commission meeting held July 23, 2015, following a Q&A discussion with (former) Flagler County Emergency Manager Kevin Guthrie, the Commission voted unanimously to approve an Interlocal Agreement with FCEM to apply for funds through FDEM for the Residential Construction Mitigation Program. RCMP 2016-008 was awarded to the City in November 2015 in the amount of \$194,000. Funds will allow FB Homesteaders who meet certain economic and legal criteria to receive free wind mitigation upgrades, such as storm door/windows, shutters, and braces. The city will be reimbursed 100% for all expenditures related to the grant. Vendors will be paid directly from the City of Flagler Beach and then submitted by the Flagler County Grant Coordinator for reimbursement. The City will receive the funds directly from the state of Florida.
2. The Flagler Beach Police Department was awarded a grant from Allstate Insurance. Our local Allstate Agent, Mr. Ken Moscone, assisted the Police Department with this years "Polar Plunge" as a volunteer. As a result of his community interaction/service, Allstate provided the Police Department with a \$1,000 grant. The promotional literature is directed towards informing residents and visitors of the rules regarding pets on the beach. An amendment to recognize the \$1000 grant and the related expense is needed.
3. At the City Commission meeting on April 14, 2016, the Commission approved the position of Chief Building Official/Director of Building Department. In order to fit the position correctly into the budget funds will need to be reallocated between the Building Code Inspection and Planning Departments. The City also needs to provide funding for a Part Time Code Enforcement Officer.
4. At the City Commission meeting on April 14, 2016, the Commission approved changes from staff regarding the insurance of the Pier. Based on the increase of replacement value assigned to the pier; the cost to insure 50% will be \$155,440. The city originally budgeted \$116,700; an amendment to the budget will be needed.

BUDGETARY IMPACT:

Items 1 and 2, no impact on the fund balance.

Item 3 will use \$16,500 to fund the part time code enforcement position; \$16,500 will be transferred from unrestricted General Fund Balance.

Item 4, Pier Insurance \$38,740 will be will be transferred from unrestricted General Fund Balance. At year end, any excess of revenue over expenditures will be transferred back to the unrestricted fund balance.

LEGAL CONSIDERATIONS/SIGN-OFF: N/A

PERSONNEL: N/A

POLICY/REQUIREMENT FOR BOARD ACTION: N/A

IMPLEMENTATION/COORDINATION: N/A

Attachments

RESOLUTION 2016-19

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING RESOLUTION 2015-24 WHICH ADOPTED THE FY 15/16 BUDGET, TO REFLECT A BUDGET AMENDMENT FOR VARIOUS CITY ACTIVITIES; PROVIDING FOR CONFLICT AND AN EFFECTIVE DATE.

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

SECTION 1. The FY 2015-2016 Approved Budget is amended as follows:

| | | | |
|----------|---------------------|---------------------------------------|-----------|
| Increase | 001.5192.303100.082 | Professional Services - RCMP Grant | \$194,000 |
| Increase | 001.3300.331101.082 | FEMA Grant Revenue - RCMP Grant | \$194,000 |
| | | | |
| Increase | 001.5214.304800 | Promotions - Police | \$1,000 |
| Increase | 001.3300.334310 | Grants - Miscellaneous | \$1,000 |
| | | | |
| Increase | 102.5242.101200 | Salary - Bldg. Code Inspection | \$18,495 |
| Increase | 001.5122.101200 | Salary - Executive | \$13,048 |
| Decrease | 001.5241.101200 | Salary - Planning Department | \$15,043 |
| Increase | 001.3800.389102 | General Appropriated Fund Balance | \$16,500 |
| | | | |
| Increase | 001.5392.909307 | Computer Hardware Reserve | \$10,000 |
| Increase | 001.3800.389102 | General Appropriated Fund Balance | \$10,000 |
| | | | |
| Increase | 103.5725.304500 | Insurance - Pier | \$38,740 |
| Increase | 103.3800.389102 | Pier Fund - Appropriated Fund Balance | \$38,740 |

SECTION 2. All Resolutions or parts thereof in conflict herewith be and the same are hereby repealed.

SECTION 3. This Resolution shall become effective immediately upon passage as provided by law.

PASSED AND ADOPTED THIS _____ DAY OF APRIL, 2016.

ATTEST:

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

Penny Overstreet, City Clerk

Linda Provencher, Mayor

#12

RESOLUTION 2016-20

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, AMENDING RESOLUTION 2011-33 AND 2012-46 WHICH ADOPTED A FEE SCHEDULE, TO INCREASE FEES TO COMPENSATE FOR THE COST ASSOCIATED WITH PIER PLANKS, ESTOPPEL RESEARCH AND BINDING LOTS, OUTLINED IN EXHIBIT "A"; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE

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

SECTION 1. The City Commission of the City of Flagler Beach, established by Resolution 2011-33 and 2012-46 a list of activities for which the city shall levy a fee or charge. It is the intent of these regulations that the City of Flagler Beach shall not be required to bear any part of the cost of applications, petitions, material and maintenance of material made under the specified activities listed and that the fees and costs involved in the processing of applications, petitions material and maintenance of material shall be borne by the applicant. Each applicant shall submit a deposit based on an estimate of fees and charges for review and evaluation of subject materials upon application submittal. Should, at any time during the review process, the deposit rendered be insufficient, additional monies shall be collected prior to completing the review process. The City of Flagler Beach Finance Department shall issue refunds for all unused monies that remain.

SECTION 2. All resolutions or parts of resolutions in conflict herewith be and the same are hereby repealed.

SECTION 3. This Resolution shall become effective immediately upon passage as provided by law.

PASSED AND ADOPTED THIS _____ DAY OF DECEMBER, 2016.

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

ATTEST:

Linda Provencher, Mayor

Penny Overstreet, City Clerk

#13

RESOLUTION 2016-21

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, AUTHORIZING MAYOR LINDA PROVENCHER TO EXECUTE A MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF FLAGLER BEACH AND THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE MAINTENANCE OF STATE ROAD RIGHTS-OF-WAY BY THE CITY; PROVIDING FOR CONFLICT AND AN EFFECTIVE DATE.

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

SECTION 1. That the City of Flagler Beach hereby authorizes Mayor Linda Provencher to execute Exhibit "A" a Memorandum of Agreement for Project No. 414979-1-8-02, Contract No. ARY52 between the City of Flagler Beach and the Florida Department of Transportation and mutually agreed upon renewals or extensions, a copy of which is attached hereto and incorporated herein by reference.

SECTION 2. All resolutions or parts of resolutions in conflict herewith be and the same are hereby repealed.

SECTION 3. This Resolution shall become effective immediately upon passage as provided by law.

PASSED AND ADOPTED THIS _____ DAY OF APRIL, 2016.

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

ATTEST:

Linda Provencher, Mayor

Penny Overstreet, City Clerk



This was adopted about a month ago. I did not have the Mayor's name in the resolution & I referenced an old project & they kicked it back. Sorry Penny

**William K Gary & Associates
704-827-3151**

**THE CITY OF FLAGLER BEACH
AND
THE FLORIDA DEPARTMENT OF TRANSPORTATION
HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT**

Contract No.: ARY52

THIS Agreement, entered into this _____ day _____, 2016 by and between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, a **component agency of the State of Florida, hereinafter called the DEPARTMENT** and the City of Flagler Beach, State of Florida, existing under the Laws of Florida, hereinafter called the **CITY**.

W I T N E S S E T H

WHEREAS, as a part of the continual updating of the State of Florida Highway System, the **DEPARTMENT**, for the purpose of safety, has created roadway, roadside areas and median strips on that part of the State Highway System within the limits of the **CITY** or adjacent to; and

WHEREAS, the **CITY** hereto is of the opinion that said roadway, roadside areas and median strips shall be attractively maintained;

WHEREAS, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party; and

WHEREAS, the **CITY**, by Resolution _____ dated the _____ day of _____, 2016 attached hereto as **EXHIBIT "A"**, which by reference hereto shall become a part hereof, desires to enter into this Agreement and authorizes its officers to do so.

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties covenant and agree as follows:

1. The **CITY** shall be responsible for routine maintenance of all shoulders, landscaped and/or turfed areas within **DEPARTMENT** rights-of-way having limits described by **EXHIBIT "B"**, or subsequent amended limits mutually agreed to in writing by both parties. For the purpose of this Agreement, the maintenance to be provided by the **CITY** is defined in **EXHIBIT "C"**, or as defined by subsequent amended definitions agreed in writing by both parties.

2. In the event of a natural disaster (i.e. hurricane, tornado, etc.) or other normal occurrences such as vehicle accidents and hazardous waste spills, the **CITY** and the **DEPARTMENT** will cooperate and coordinate the use of their respective resources to provide for the clean-up, removal and disposal of debris or other substances from the **DEPARTMENT's** right of way (described in **Exhibit "B"** or subsequently amended limits mutually agreed to in writing by the parties hereto). The **DEPARTMENT** shall not deduct from the payment to the **CITY**, costs for impairment of performance of any activity or part thereof defined in **Exhibit "C"**, as a result of such event and the redirection of **CITY** forces towards fulfillment of the responsibility under this article. This paragraph shall not be interpreted to reduce the **CITY's** right to compensation or reimbursement from any other sources (i.e., FEMA) for the debris removal or other activities of the **CITY** subsequent to a natural disaster or accident.

3. To the extent permitted by Florida law the **CITY** agrees that it will indemnify and hold harmless the **DEPARTMENT** and all of the **DEPARTMENT's** officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the **CITY** during the performance of this Agreement, whether direct or indirect, and whether to any person or property to which the **DEPARTMENT** or said parties may be subject, except that neither the **CITY** nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused

or resulting from the negligence of the **DEPARTMENT** or any of its officers, agents, or employees. The Forgoing Provision is not intended to give rise to Rights in any third party to recover damages from the **CITY** nor is it intention to constitute a waiver of sovereign immunity.

4. If, at any time while the terms of this Agreement are in effect, it shall come to the attention of the **DEPARTMENT's** District Director of Transportation Operations, District 5, that the **CITY** responsibility as established herein or a part thereof is not being properly accomplished pursuant to the terms of this Agreement, said Director of Transportation Operations, District 5, may, at his option, issue a written notice in care of the Public Works Director to place said **CITY** on notice thereof. Thereafter the **CITY** shall have a period of (30) thirty calendar days within which to correct the cited deficiency or deficiencies. If said deficiency or deficiencies are not corrected within this time period the **DEPARTMENT** may at its option, proceed as follows:

(A) Maintain the roadway shoulders, median strip or roadside area declared deficient with the **DEPARTMENT** or a Contractor's material, equipment and personnel. The actual cost for such work will be deducted from payment to the **CITY** or

(B) Terminate this Agreement in accordance with Paragraph 11 of this Agreement.

5. During the term of this Agreement, the **DEPARTMENT** may from time to time engage in transportation projects on the roads covered by this agreement. Some of those projects may involve the **DEPARTMENT's** construction contractor temporarily assuming maintenance responsibility for the limits of the project. In that event, the **DEPARTMENT** will notify the Local Government of the limits of the project and the time frame for the project. During that time and for those limits, the Local Government will be released from its obligation to perform maintenance on those roads and the compensation to be paid under this agreement will be temporarily reduced. The reduction in compensation shall be based on the formula used to

initially compute the amount of compensation under this agreement and the Local Government will be notified of the amount of the reduction as part of the above-referenced notice.

6. The **DEPARTMENT** agrees to pay to the **CITY**, following a Notice to Proceed, compensation for the cost of maintenance as described under Item 1 of this Agreement. The payment will be in the amount of **\$7,338.30** per quarter or a total sum of **\$29,353.20** per year. In the event this Agreement is terminated as established by Paragraph 11 herein, payment shall be prorated to the date termination occurs. Detailed quarterly invoices, as provided further herein shall be sent to the Maintenance Contract Engineer of the **DEPARTMENT** at 1650 N. Kepler Road, Deland, Florida 32724. Delivery shall be effective upon receipt of a proper quarterly invoice and any required, associated documents.

7. Payment shall be made only after receipt of goods and services as provided in Section 215.422, Florida Statutes.

(A) Any penalty for delay in payment shall be in accordance with Section 215.422(3) (b), Florida Statutes. Section 215.422(5), Florida Statutes provides that all purchasing agreements between a state agency and a vendor, applicable to this section, shall include a statement of the vendor's rights and the state's responsibilities under this section. The vendor's rights shall include being provided with the name and telephone number of the Vendor Ombudsman within the Department of Financial Services.

(B) The **CITY** should be aware of the following time frames. Upon receipt, the **DEPARTMENT** has seven working days to inspect and approve the goods and services, unless otherwise specified herein. The **DEPARTMENT** has 20 days to deliver a request for payment (voucher) to the Department of Finance. The 20 days are measured from the latter of the date the invoice is received, at the location stated herein, or the goods or services are received, inspected and approved.

(C) If payment is not available within 40 days, a separate interest penalty as established pursuant to Section 215.422, Florida Statutes, will be due and payable, in addition to the invoice amount, to the **CITY**. Interest penalties of less than one (\$1.00) dollar shall not be enforced unless the **CITY** requests payment. Invoices, which have to be returned to the **CITY** because of **CITY** preparation errors, will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the **DEPARTMENT**.

(D) A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from the **DEPARTMENT**. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the State Comptrollers Hotline, 1-800-848-3792.

8. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

9. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the **DEPARTMENT** at all times during the period of this Agreement and for three years after final payment is made. Copies of these documents and records shall be furnished to the **DEPARTMENT** upon request. Records of costs incurred include the **CITY**'s general accounting records and the project records, together with supporting documents and records of the **CITY** and all subcontractors performing work, and all other records of the **CITY** and subcontractors considered necessary by the **DEPARTMENT** for a proper audit of costs.

10. The **CITY** shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **CITY** in conjunction with this Agreement. Failure by the **CITY** to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the **DEPARTMENT**.

11. This Agreement or any part thereof is subject to termination under any one of the following conditions:

(A) In the event the **DEPARTMENT** exercises the option identified by Paragraph 4 of this Agreement.

(B) In the event the Legislature fails to make an annual appropriation to pay for the **CITY's** services to be performed hereunder.

12. The term of this Agreement commences on the effective date of the Notice to proceed issued to the **CITY** by the **DEPARTMENT's** District Maintenance Engineer, District 5, and shall continue for a period of three (3) years from the effective date of issued Notice to Proceed.

This Agreement may be renewed for a period that may not exceed one three (3) year term. Renewal shall be contingent upon satisfactory performance evaluations by the **DEPARTMENT** and subject to the availability of funds. Any renewal or extension shall be in writing and shall be subject to the same terms and conditions set forth in this Agreement.

The Renewal shall be made at the discretion and option of the **DEPARTMENT** and agreed to in writing by both parties; i.e., the Authorized Signatory for the **CITY** and the Director of Transportation Operations, District 5, for the **DEPARTMENT**. Renewals shall be contingent upon satisfactory performance evaluations by the **DEPARTMENT** and subject to the availability of funds.

The term of this Agreement may be extended for a period not to exceed six (6) months, upon written Agreement by both parties and subject to the same terms and conditions as applicable for renewal of this Agreement.

13. In the event this Agreement extends beyond the **DEPARTMENT's** current Fiscal Year that begins on July 1 of each year and ends on June 30 of each succeeding year, the **CITY** and the **DEPARTMENT** mutually agree that the State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature. In addition, Section 339.135(6)(a) of the Florida Statutes is incorporated by reference, and set forth

CITY OF FLAGLER BEACH

FIN NO.: 414979-1-78-02

CONTRACT NO.: ARY52

herein below as follows:

F.S. “ 339.135(6)(a)” - The DEPARTMENT, during any Fiscal Year, shall not expend money, incur any liability, or enter into any Contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such Fiscal Year. Any Contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the DEPARTMENT that funds are available prior to entering into any such Contract or other binding commitment of funds. Nothing herein contained shall prevent the making of Contracts for periods exceeding one (1) year, but any Contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all Contracts of the DEPARTMENT which are for an amount in excess of \$25,000 and having a term for a period of more than one (1) year.

14. All work done on the **DEPARTMENT** rights-of-way shall be accomplished in accordance with the Department of Transportation Manual on Uniform Traffic Control Devices and The Department of Transportation Design Standards, current edition.

15. This writing embodies the whole agreement and understanding of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements either verbal or written, between the parties hereto.

16. This Agreement is nontransferable and nonassignable in whole or in part without consent of the **DEPARTMENT**.

17. This Agreement shall be governed by and construed according to the laws of the State of Florida.

18. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to any public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

19. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to any public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

20. E-Verify – the **CITY** shall:

1. utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the **CITY** during the term of the contract; and

2. expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

EXHIBIT "A"

RESOLUTION

(Attached, following this page)

EXHIBIT "B"

THE ROADWAYS INCLUDED IN THIS AGREEMENT ARE:

| SECTION | S.R. | LOCATION | LENGTH |
|----------------|-------------|--|---------------|
| 73020000 | 100E | From Colbert Ln. to SR A1A (MP: 6.540 – 8.191) Includes Ponds listed below. | 1.651 |
| 73020001 | 100E | From Flagler Ave. to Moody Ln. (MP: 0.00-0.045) | 0.045 |
| 73020002 | 100E | From Moody Ln. to Boat Ramp Park. (0.00-0.395) | 0.395 |
| 73020003 | 100E | Service road A from Connecticut Ave. to the Intracoastal Waterway. (MP: 0.00-0.477) & 8FT Sidewalk from Lambert Dr. to Wadsworth Park. Includes Retention Ponds listed below. | 0.477 |
| 73030000 | A1A | Ocean Shore Blvd. from Volusia County line to Beverly Beach City Limits. (MP: 0.00-6.131) | 6.131 |

PONDS:

Under East Bridge # 730059, SR-100 over Intracoastal Waterway (73020000)

Retention Pond #4 @ MP: 6.684

Retention Pond #8 @ MP: 0.080 (dry pond, not fenced) 73020002

Retention Pond #9 @ MP: 0.138 (dry pond, not fenced) 73020002

Under West Bridge # 730058, SR-100 over Intracoastal Waterway (73020003)

Includes Retention Ponds. (MP: 0.027-0.470)

EXHIBIT "C"

| <u>ACTIVITY</u> | <u>DESCRIPTION</u> |
|------------------------|---|
| 471 | Large Machine Mowing: Mowing of roadside areas with large mowers where conditions accommodate the efficient use of 7 foot and larger mowers, alone or in combination. |
| 482 | Slope Mowing: Grass, Brush, and weed cutting along slopes that are too steep to mow with conventional mowing tractors. All mowing and brush cutting with a mechanical slope mower is to be reported to this activity. |
| 485 | Small Machine Mowing: Mowing the roadside with small hand or riding mowers have a cutting width of 40 inches or less. |
| 490 | Fertilizing: Fertilizing to provide required nutrients to establish and Maintain an acceptable roadside turf. |
| 492 | Tree Trimming & Removal: The trimming of the height and sides of trees and removal of undesirable trees (over 4 inches in diameter or trimming that cannot be done under Activity 487 Weed Control - Manual). To include the chipping and/or removal of all debris from work site. |
| 494 | Chemical Weed & Grass Control: The application of herbicides to slopes, ditches, fence, guardrail, barrier walls, bridges, curb & gutter, obstructions, shoulders, and other areas within the highway right of way. Do Not include herbicide efforts within mitigation or landscape areas. |
| 497 | Chemical Weed & Grass Control (wiping): The application of herbicides to control undesired vegetation in turf within the highway right of way. This involves application of selective chemical formulations by wiping or handgun methods. Do Not include herbicide efforts within mitigation or landscape areas. |
| 541 | Roadside Litter Removal: Cleaning roadways and roadsides of debris, such as cans, bottles, paper, trash and Adopt-A-Highway litter. Includes the hauling and disposal of litter. Does not include wayside parks, rest areas and service plaza barrels |
| 545 | Edging & Sweeping: Removal of vegetation and debris from the curb, gutter and sidewalk. |

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

CITY of FLAGLER BEACH

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____

Linda Provencher, Mayor
Printed Name & Title

By: _____

Alan Hyman, P.E.
Director of Transportation Operations

Attest: _____

Penny Overstreet, City Clerk
Printed Name & Title

Attest: _____

Executive Secretary

Legal Approval
D. Andrew Smith, III

Legal Approval

District Maintenance Engineer Approval

RESOLUTION 2016-22

#14

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, TO AMEND RESOLUTION 2007-42, WHICH CREATED THE ECONOMIC DEVELOPMENT TASK FORCE; PROVIDING FOR CONFLICT AND AN EFFECTIVE DATE.

WHEREAS the City Commission of the City of Flagler Beach wishes to amend Section 2 – Membership, Section 4 – Term of Appointments and Section 9 - Committee Operations of Resolution 2007-47 which created the Task Force

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

SECTION 1 Resolution 2007-42 Section 2 Membership is hereby as amended follows: (

SECTION 2 – Membership

1. The Task Force shall consist of seven (7) voting members appointed by the Flagler Beach City Commission who have an interest in the need to increase the City's tax base and enhance the quality and business climate throughout the City.
2. The Task Force shall invite four (4) *ex-officio* members to participate in the discussions in an advisory capacity:
 - a. a Flagler Beach City Commissioner;
 - b. a representative from the Flagler County Department of Economic Development

Ex officio members shall serve at the pleasure of the entity they represent.

SECTION 2 Resolution 2007-42 Section 4 Term of Appointments is amended as follows.

Section 4 – Term of Appointments

1. Appointments shall be made in accordance with Section 2-64 of the Code of Ordinance.
2. Appointments to the Task Force shall be for a period of two years.
3. Ex-Officio members will serve at the discretion of the organizations they represent.

SECTION 3 Resolution 2007-42 Section 9 – Committee Operations is amended as follows.

Section 9 – Committee Operations

1. The Task Force shall meet a minimum of once quarterly, the day and time to be decided by the membership.
2. The presence of five (5) Task Force members constitutes a quorum.
3. The rules of operation shall be in accordance with Section 2-69 of the Code of Ordinance.
4. Either the Task Force or the City Commission may call for joint meetings or workshops as determined necessary or desirable.
5. The Task Force shall report to the City Commission quarterly.

SECTION 4 – All resolutions or parts thereof that are in conflict herewith be and the same are hereby repealed.

SECTION 5 – This Resolution shall become effective immediately upon passage as provided by law.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2016.

ATTEST:

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

Penny Overstreet, City Clerk

Linda Provencher, Mayor

**ECONOMIC DEVELOPMENT TASK FORCE
MEMBER LIST**

| Member | Name /Address | Phone | E-mail | Term |
|--|---|--------------------------|--|-------------------------------------|
| Member 1 | John Luljuraj 621 S. 23 rd Street Flagler Beach, FL 32136 | 439-6345 248-872-9814 | HEARTALENT@gmail.com | 04/29/2016 through 04/30/2018 |
| Member 2 | Teri Pruden P.O. Box 2136 Flagler Beach, FL 32136 | 439-6262 | teri@visitmemorylane.com | 04/29/2016 through 04/30/2018 |
| Member 3 | Michael J. Akialis 1609 S. Flagler Avenue Flagler Beach, FL 32136 | 793-5435 | makialis@hotmail.com | 04/29/2016 through 04/30/2018 |
| Member 4 | Joseph Pozzuoli 314 E. Moody Blvd. Flagler Beach, FL 32136 | 439-5650 | Joseph@ipalflorida.com | 09/27/2014 through 09/26/2016 |
| Member 5 | Christina Hutsell 202 S. Central Avenue Flagler Beach, FL 32136 | 313-3546 | Hutsellc@yahoo.com | 09/27/2014 through 09/26/2016 |
| Member 6 | Michelle Brown 105 N. Oceanshore Blvd, Unit D Flagler Beach, FL 32136 | 330-573-3204 | michellebrown@flaglerbeachgiftshop.com | 09/27/2014 through 09/26/2016 |
| Member 7 | Karen Barchowski 1399 N. Oceanshore Blvd Flagler Beach, FL 32136 | 864-0641 | Kbarchowski@ymail.com | 04/29/2015 through 04/30/2018 |
| Ex-Officio Member Flagler Beach Commission | Commissioner Kim M Carney | 386-846-5493 | kcarney@cityofflaglerbeach.com | 03/2016 through 03/2017 |
| Ex-Officio Member Flagler County Department of Economic Development | Helga van Eckert | 386-313-4071 | hvaneckert@flaglercountyedc.com | 04/2016 Through 04/2017 |

RESOLUTION 2016-23

#15

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, DECLARING CERTAIN PROPERTY TO BE SURPLUS, PROVIDING FOR CONFLICT AND AN EFFECTIVE DATE.

WHEREAS, City Staff recommends the items listed below in table "A", be declared surplus and disposed of as they are no longer in operating condition or it is not cost effective to have them repaired.

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

SECTION 1. The following property listed in table "A" is declared surplus and will disposed of in a proper and safe manner as designated by the City Manager.

Table "A"

| <u>Item</u> | <u>Vendor</u> | <u>Department</u> | <u>City Tag</u> |
|------------------------------|---------------|-------------------|-----------------|
| Pro Pak | TFT | Fire | 07748 |
| 25 Gallon Air Compressor | Coleman | Fire | 00788 |
| Misc. Air Lines | | Fire | |
| Air Chisel | | Fire | |
| EM4000 Generator | Honda | Fire | 00298 |
| Floor Buffer | Nobles | Fire | 07725 |
| Misc. Air Hose | | Fire | |
| Expired Foam Concentrate | | Fire | |
| (2) Twin Beds | | Fire | |
| Generator | Honda | Fire | 00785 |
| Extrication Pump | Honda | Fire | |
| Floating Water Pump | Powerbuilt | Fire | |
| Orange Plastic Stokes Basket | Ferno | Fire | |
| Wire Stokes Basket | | Fire | |
| Scoop Catcher | Ferno | Fire | |

SECTION 2. All resolutions or parts of resolutions in conflict herewith be and the same are hereby repealed.

SECTION 3. This Resolution shall become effective immediately upon passage as provided by law.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2016.

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

ATTEST:

Linda Provencher, Mayor

Penny Overstreet, City Clerk

RESOLUTION 2016-23

#16

**A RESOLUTION OF THE CITY OF FLAGLER BEACH, FLORIDA, SUPPORTING
THE INITIATIVES BY LOCAL MUNICIPALITIES IN FLORIDA TO LESSEN THE
NEGATIVE IMPACT OF SINGLE-USE PLASTIC BAGS ON OUR ENVIRONMENT**

WHEREAS, the City of Flagler Beach is diligent in its efforts to preserve the beautiful environment that supports the tourism industry which is so vital to the economy of the City of Flagler Beach and the State of Florida; and

WHEREAS, plastic bags are detrimental because they do not fully degrade in our oceans or land environment and they introduce unsafe chemicals into our environment; and

WHEREAS, plastic bags create the potential for death of (land) and marine animals through entanglement and ingestion; and

WHEREAS, the expansive usage of single-use shopping bags and their typical disposal rates creates an impediment to the City's waste reduction and recycling goals while creating unsightly litter; and

WHEREAS, single-use plastic bags are difficult to recycle and frequently contaminate material that is processed through the City's curbside recycling and composting programs; and

WHEREAS, reusable bags are considered to be the best option to reduce waste and litter, protect wildlife and conserve resources; and

WHEREAS, Council acknowledges that some businesses have taken affirmative steps to accomplish this goal and recognizes their proactive efforts; and

WHEREAS, it is in the public interest for the Council to encourage and enable the location of a viable reusable bag manufacturing operation in the State of Florida; and

WHEREAS, it is in the public interest for the Florida Legislature to provide statewide deregulation of the proliferation of single-use shopping bags; and

WHEREAS, if the State does not act to regulate the proliferation of single-use shopping bags the Council would like to potentially enact regulations governing the use of plastic checkout bags;

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

SECTION 1. Flagler Beach is committed to the long-term goal of reducing the harms of plastic pollution on our fragile environment and committed to ensuring a

thriving, attractive and safe environment for current and future residents and tourists.

SECTION 2. Flagler Beach does hereby support initiatives to lessen the negative impact of single-use plastic bags specifically, and supports the promotion of reusable shopping bags as the best alternative to single-use plastic or single-use paper bags.

SECTION 3. Flagler Beach supports the State Legislature's action to allow local municipalities in the State of Florida to regulate their own local communities in an effort to alleviate the harms cause by single-use shopping bags; and, therefore, Flagler Beach opposes any statewide preemption on local efforts to determine the best course of action with regards to protection of the local environment and tourism economy.

SECTION 4. All Resolutions or parts thereof in conflict herewith be and the same are hereby repealed.

SECTION 5. This Resolution shall become effective immediately upon passage as provided by law.

PASSED AND ADOPTED THIS _____ DAY OF MARCH, 2016

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

Linda Provencher, Mayor

ATTEST:

Penny Overstreet, City Clerk

Item

19

Staff

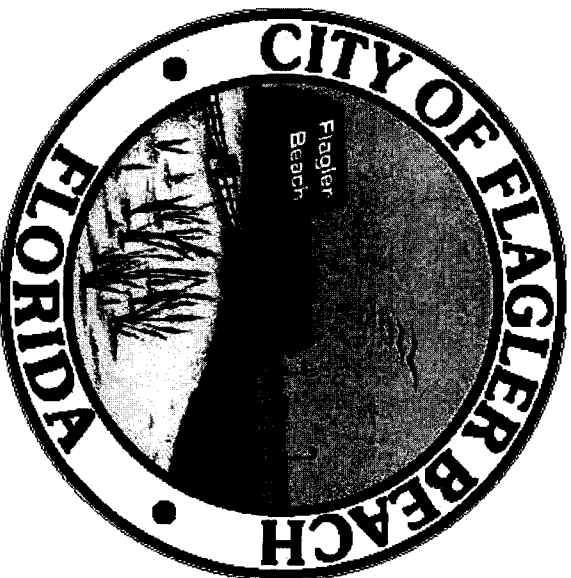
Reports

City of Flagler Beach

Budget Report

as of

March 31, 2016



March 2016

General Fund

| REVENUES | ORIGINAL BUDGET | | AMENDED BUDGET | | ACTUAL YEAR TO DATE | | PERCENT REALIZED | PERCENT OF YEAR | VARIANCE |
|-----------------------|---------------------------------|------------------|------------------|------------------|---------------------|---------------|------------------|-----------------|----------|
| | | | | | | | | | |
| Total Dept 3100- | AD VALOREM, SALES AND USE TAXES | 3,575,507 | 3,575,507 | 2,582,166 | 72.22% | 50.00% | 22.22% | | |
| Total Dept 3200- | LICENSE & PERMITS | 204,202 | 204,202 | 94,960 | 46.50% | 50.00% | -3.50% | | |
| Total Dept 3300- | INTERGOVERNMENTAL | 620,609 | 645,775 | 141,253 | 21.88% | 50.00% | -28.12% | | |
| Total Dept 3400- | CHARGES FOR SERVICE | 48,451 | 48,451 | 18,325 | 37.82% | 50.00% | -12.18% | | |
| Total Dept 3500- | FINES & FORFEITURES | 40,050 | 40,050 | 14,733 | 36.79% | 50.00% | -13.21% | | |
| Total Dept 3600- | MISCELLANEOUS REVENUE | 50,100 | 51,386 | 25,655 | 49.93% | 50.00% | -0.07% | | |
| TOTAL Revenues | | 4,538,919 | 4,565,321 | 2,877,092 | 63.02% | 50.00% | 13.02% | | |

| EXPENDITURES | ORIGINAL BUDGET | | AMENDED BUDGET | | ACTUAL YEAR TO DATE | | PERCENT REALIZED | PERCENT OF YEAR | VARIANCE |
|---------------------------|----------------------|------------------|------------------|------------------|---------------------|---------------|------------------|-----------------|----------|
| | | | | | | | | | |
| Total Dept 5111- | COMMISSION | 61,874 | 67,874 | 29,323 | 43.20% | 50.00% | -6.80% | | |
| Total Dept 5122- | EXECUTIVE | 102,843 | 111,438 | 57,162 | 51.29% | 50.00% | 1.29% | | |
| Total Dept 5123- | CITY CLERK | 127,669 | 128,651 | 58,528 | 45.49% | 50.00% | -4.51% | | |
| Total Dept 5131- | FINANCE | 155,091 | 156,791 | 75,952 | 48.44% | 50.00% | -1.56% | | |
| Total Dept 5141- | LEGAL | 170,900 | 170,900 | 45,910 | 26.86% | 50.00% | -23.14% | | |
| Total Dept 5191- | MAINTENANCE | 241,030 | 273,707 | 128,074 | 46.79% | 50.00% | -3.21% | | |
| Total Dept 5192- | GENERAL GOVERNMENT | 778,579 | 816,635 | 457,490 | 56.02% | 50.00% | 6.02% | | |
| Total Dept 5214- | POLICE DEPARTMENT | 1,206,253 | 1,209,251 | 541,312 | 44.76% | 50.00% | -5.24% | | |
| Total Dept 5215- | VICTIM'S ADVOCATE | 96,059 | 69,039 | 35,421 | 51.31% | 50.00% | 1.31% | | |
| Total Dept 5221- | FIRE DEPARTMENT | 515,676 | 520,119 | 243,660 | 46.85% | 50.00% | -3.15% | | |
| Total Dept 5241- | BUILDING & ZONING | 107,826 | 108,781 | 48,049 | 44.17% | 50.00% | -5.83% | | |
| Total Dept 5392- | GENERAL FUND CAPITAL | 342,834 | 395,639 | 29,752 | 7.52% | 50.00% | -42.48% | | |
| Total Dept 5411- | ROADS & STREETS | 248,256 | 429,313 | 58,974 | 13.74% | 50.00% | -36.26% | | |
| Total Dept 5711- | LIBRARY | 98,637 | 99,375 | 45,910 | 46.20% | 50.00% | -3.80% | | |
| Total Dept 5712- | MUSEUM | 5,080 | 5,080 | 2,745 | 54.04% | 50.00% | 4.04% | | |
| Total Dept 5722- | BEACH DEPARTMENT | 163,929 | 163,929 | 18,047 | 11.01% | 50.00% | -38.99% | | |
| Total Dept 5723- | DUNE CROSSOVERS | 6,000 | 6,000 | 0 | 0.00% | 50.00% | -50.00% | | |
| Total Dept 5800- | RECREATION | 75,458 | 75,910 | 19,029 | 25.07% | 50.00% | -24.93% | | |
| TOTAL Expenditures | | 4,503,994 | 4,808,432 | 1,895,338 | 39.42% | 50.00% | -10.58% | | |

| GENERAL FUND SUMMARY | | | |
|---|-----------------|----------------|---------------------|
| | ORIGINAL BUDGET | AMENDED BUDGET | ACTUAL YEAR TO DATE |
| TOTAL REVENUES | 4,538,919 | 4,565,321 | 2,877,092 |
| TRANSFERS OUT (INFRASTRUCTURE SURTAX) | 45,227 | 45,227 | |
| USE (RETURN) OF FUND BALANCE RESERVES | (80,152) | (34,353) | |
| ENCUMBERED FROM PRIOR YEAR | | 232,237 | |
| TOTAL EXPENDITURES | 4,503,994 | 4,808,432 | 1,895,338 |
| NET OF REVENUES & EXPENDITURES | - | - | 981,754 |

March 2016

CRA Fund

| REVENUES | | ORIGINAL BUDGET | AMENDED BUDGET | ACTUAL YEAR TO DATE | PERCENT REALIZED | PERCENT OF YEAR | VARIANCE |
|-----------------------|-----------------------|-----------------|----------------|---------------------|------------------|-----------------|---------------|
| Total Dept 3100- | TAX INCREMENT FUNDING | 132,551 | 132,551 | 131,518 | 99.22% | 50.00% | 49.22% |
| TOTAL Revenues | | 132,551 | 132,551 | 131,518 | 99.22% | 50.00% | 49.22% |

| EXPENDITURES | | ORIGINAL BUDGET | AMENDED BUDGET | ACTUAL YEAR TO DATE | PERCENT REALIZED | PERCENT OF YEAR | VARIANCE |
|---------------------------|--------------|-----------------|----------------|---------------------|------------------|-----------------|----------------|
| Total Dept 5391- | FUND EXPENSE | 121,265 | 121,265 | 18,590 | 15.33% | 50.00% | -34.67% |
| TOTAL Expenditures | | 121,265 | 121,265 | 18,590 | 15.33% | 50.00% | -34.67% |

| CRA FUND SUMMARY | | ORIGINAL BUDGET | AMENDED BUDGET | ACTUAL YEAR TO DATE | PERCENT REALIZED | PERCENT OF YEAR | VARIANCE |
|------------------|---|-----------------|----------------|---------------------|------------------|-----------------|----------|
| | TOTAL REVENUES | 132,551 | 132,551 | 131,518 | | | |
| | USE (RETURN) OF FUND BALANCE RESERVES | (11,286) | (11,286) | 0 | | | |
| | ENCUMBERED FROM PRIOR YEAR | | 0 | | | | |
| | TOTAL EXPENDITURES | 121,265 | 121,265 | 18,590 | | | |
| | NET OF REVENUES & EXPENDITURES | - | - | 112,928 | | | |

Note: All TIF Revenues are collected for 15/16

Building Code Inspection Fund

| REVENUES | | ORIGINAL BUDGET | AMENDED BUDGET | ACTUAL YEAR TO DATE | PERCENT REALIZED | PERCENT OF YEAR | VARIANCE |
|-----------------------|-------------------|-----------------|----------------|---------------------|------------------|-----------------|--------------|
| Total Dept 3200- | LICENSE & PERMITS | 146,500 | 146,500 | 84,223 | 57.49% | 50.00% | 7.49% |
| TOTAL Revenues | | 146,500 | 146,500 | 84,223 | 57.49% | 50.00% | 7.49% |

| EXPENDITURES | | ORIGINAL BUDGET | AMENDED BUDGET | ACTUAL YEAR TO DATE | PERCENT REALIZED | PERCENT OF YEAR | VARIANCE |
|---------------------------|--------------------------|-----------------|----------------|---------------------|------------------|-----------------|---------------|
| Total Dept 5242- | BUILDING CODE INSPECTION | 158,112 | 158,112 | 72,993 | 46.17% | 50.00% | -3.83% |
| TOTAL Expenditures | | 158,112 | 158,112 | 72,993 | 46.17% | 50.00% | -3.83% |

| BUILDING CODE INSPECTION FUND SUMMARY | | ORIGINAL BUDGET | AMENDED BUDGET | ACTUAL YEAR TO DATE | PERCENT REALIZED | PERCENT OF YEAR | VARIANCE |
|---------------------------------------|---|-----------------|----------------|---------------------|------------------|-----------------|----------|
| | TOTAL REVENUES | 146,500 | 146,500 | 84,223 | | | |
| | USE (RETURN) OF FUND BALANCE RESERVES | 19,112 | 19,112 | | | | |
| | TRANSFERS OUT (EDUCATION FEES) | (7,500) | (7,500) | (4,719) | | | |
| | TOTAL EXPENDITURES | 158,112 | 158,112 | 72,993 | | | |
| | NET OF REVENUES & EXPENDITURES | - | - | 6,511 | | | |

March 2016 Pier Fund

| REVENUES | ORIGINAL BUDGET | AMENDED BUDGET | ACTUAL YEAR TO DATE | PERCENT REALIZED | PERCENT OF YEAR | VARIANCE |
|-----------------------|-----------------|----------------|---------------------|------------------|-----------------|---------------|
| Total Dept 3400- | | | | | | |
| CHARGES FOR SERVICE | 251,200 | 251,200 | 123,654 | 49.23% | 50.00% | -0.77% |
| Total Dept 3600- | | | | | | |
| MISCELLANEOUS REVENUE | 111,092 | 111,092 | 56,363 | 50.74% | 50.00% | 0.74% |
| TOTAL Revenues | 362,292 | 362,292 | 180,017 | 49.69% | 50.00% | -0.31% |

| EXPENDITURES | ORIGINAL BUDGET | AMENDED BUDGET | ACTUAL YEAR TO DATE | PERCENT REALIZED | PERCENT OF YEAR | VARIANCE |
|---------------------------|-----------------|----------------|---------------------|------------------|-----------------|---------------|
| Total Dept 5725- | | | | | | |
| PIER BAIT SHOP | 309,928 | 309,928 | 144,959 | 46.77% | 50.00% | -3.23% |
| TOTAL Expenditures | 309,928 | 309,928 | 144,959 | 46.77% | 50.00% | -3.23% |

| PIER FUND SUMMARY | | | |
|---|-----------------|----------------|---------------------|
| | ORIGINAL BUDGET | AMENDED BUDGET | ACTUAL YEAR TO DATE |
| TOTAL REVENUES | 362,292 | 362,292 | 180,017 |
| USE (RETURNS) OF FUND BALANCE RESERVES | (52,364) | (52,364) | 144,959 |
| TOTAL EXPENDITURES | 309,928 | 309,928 | 35,058 |
| NET OF REVENUES & EXPENDITURES | - | - | 35,058 |

March 2016

Utility Fund

| REVENUES | ORIGINAL BUDGET | AMENDED BUDGET | ACTUAL YEAR TO DATE | PERCENT REALIZED | PERCENT OF YEAR | VARIANCE |
|-----------------------|------------------|------------------|---------------------|------------------|-----------------|---------------|
| Total Dept 3400 | 2,901,304 | 2,901,304 | 1,321,403 | 45.55% | 50.00% | -4.45% |
| Total Dept 3500 | 35,000 | 35,000 | 16,586 | 47.39% | 50.00% | -2.61% |
| Total Dept 3600 | 272,400 | 272,400 | 108,186 | 39.72% | 50.00% | -10.28% |
| TOTAL Revenues | 3,208,704 | 3,208,704 | 1,446,175 | 45.07% | 50.00% | -4.93% |

| EXPENDITURES | ORIGINAL BUDGET | AMENDED BUDGET | ACTUAL YEAR TO DATE | PERCENT REALIZED | PERCENT OF YEAR | VARIANCE |
|---|------------------|------------------|---------------------|------------------|-----------------|----------------|
| Total Dept 5331- | 718,458 | 718,458 | 279,193 | 38.86% | 50.00% | -11.14% |
| Total Dept 5332- 1D - WATER TRANSMISSION & DISTRIBUTION | 262,719 | 262,719 | 114,758 | 43.68% | 50.00% | -6.32% |
| Total Dept 5351- WASTE WATER TREATMENT PLANT | 560,551 | 560,551 | 243,750 | 43.48% | 50.00% | -6.52% |
| Total Dept 5352- SEWER COLLECTION | 69,352 | 69,352 | 28,348 | 40.88% | 50.00% | -9.12% |
| Total Dept 5391- FUND EXPENSE | 882,201 | 886,020 | 461,297 | 52.06% | 50.00% | 2.06% |
| Total Dept 5392- FUND CAPITAL | 943,000 | 1,589,908 | 439,605 | 27.65% | 50.00% | -22.35% |
| TOTAL Expenditures | 3,436,281 | 4,087,008 | 1,566,951 | 38.34% | 50.00% | -11.66% |

UTILITY FUND SUMMARY

| | ORIGINAL BUDGET | AMENDED BUDGET | ACTUAL YEAR TO DATE |
|---|-----------------|----------------|---------------------|
| TOTAL REVENUES | 3,208,704 | 3,208,704 | 1,446,175 |
| USE (RETURN) OF FUND BALANCE RESERVES | 429,577 | 446,396 | (86,132) |
| TRANSFERS OUT (RESTRICTED IMPACT FEES) | (202,000) | (202,000) | (86,132) |
| ENCUMBERED FROM PRIOR YEAR | 0 | 633,908 | |
| TOTAL EXPENDITURES | 3,436,281 | 4,087,008 | 1,566,951 |
| NET OF REVENUES & EXPENDITURES | - | - | (206,908) |

March 2016

Sanitation Fund

| | ORIGINAL BUDGET | AMENDED BUDGET | ACTUAL YEAR TO DATE | PERCENT REALIZED | PERCENT OF YEAR | VARIANCE |
|-----------------------|-----------------|----------------|---------------------|------------------|-----------------|----------|
| REVENUES | | | | | | |
| Total Dept 3400 | | | | | | |
| Total Dept 3500 | | | | | | |
| Total Dept 3600 | | | | | | |
| TOTAL Revenues | | | | | | |
| CHARGES FOR SERVICE | 923,836 | 923,836 | 450,157 | 48.73% | 50.00% | -1.27% |
| FINES & FORFEITURES | 10,500 | 10,500 | 4,889 | 46.56% | 50.00% | -3.44% |
| MISCELLANEOUS REVENUE | 8,350 | 8,350 | 4,015 | 48.08% | 50.00% | -1.92% |
| | 942,686 | 942,686 | 459,061 | 48.70% | 50.00% | -1.30% |

| | ORIGINAL BUDGET | AMENDED BUDGET | ACTUAL YEAR TO DATE | PERCENT REALIZED | PERCENT OF YEAR | VARIANCE |
|---------------------|-----------------|----------------|---------------------|------------------|-----------------|----------|
| EXPENDITURES | | | | | | |
| Total Dept 5341 | | | | | | |
| Total Dept 5391 | | | | | | |
| Total Dept 5392 | | | | | | |
| TOTAL Expenditures | | | | | | |
| REFUSE COLLECTION | 797,842 | 797,842 | 368,055 | 46.13% | 50.00% | -3.87% |
| FUND EXPENSE | 59,409 | 59,409 | 44,194 | 74.39% | 50.00% | 24.39% |
| CAPITAL FUND | 0 | 183,907 | 183,907 | 100.00% | 50.00% | 50.00% |
| | 857,251 | 1,041,158 | 596,156 | 57.26% | 50.00% | 7.26% |

| SANITATION FUND SUMMARY | | | ACTUAL YEAR TO DATE |
|---------------------------------------|----------------|-----------|---------------------|
| ORIGINAL BUDGET | AMENDED BUDGET | | DATE |
| TOTAL REVENUES | 942,686 | 942,686 | 459,061 |
| USE (RETURN) OF FUND BALANCE RESERVES | (85,435) | (85,435) | |
| ENCUMBERED FROM PRIOR YEAR | 0 | 183,907 | |
| TOTAL EXPENDITURES | 857,251 | 1,041,158 | 596,156 |
| NET OF REVENUES & EXPENDITURES | - | - | (137,095) |

Stormwater Fund

| | ORIGINAL BUDGET | AMENDED BUDGET | ACTUAL YEAR TO DATE | PERCENT REALIZED | PERCENT OF YEAR | VARIANCE |
|-----------------------|-----------------|----------------|---------------------|------------------|-----------------|----------|
| REVENUES | | | | | | |
| Total Dept 3400 | | | | | | |
| Total Dept 3500 | | | | | | |
| Total Dept 3600 | | | | | | |
| TOTAL Revenues | | | | | | |
| CHARGES FOR SERVICE | 248,138 | 248,138 | 118,951 | 47.94% | 50.00% | -2.06% |
| FINES & FORFEITURES | 2,800 | 2,800 | 1,295 | 46.25% | 50.00% | -3.75% |
| MISCELLANEOUS REVENUE | 400 | 400 | 276 | 69.00% | 50.00% | 19.00% |
| | 251,338 | 251,338 | 120,522 | 47.95% | 50.00% | -2.05% |

| | ORIGINAL BUDGET | AMENDED BUDGET | ACTUAL YEAR TO DATE | PERCENT REALIZED | PERCENT OF YEAR | VARIANCE |
|---------------------|-----------------|----------------|---------------------|------------------|-----------------|----------|
| EXPENDITURES | | | | | | |
| Total Dept 5391- | | | | | | |
| Total Dept 5392- | | | | | | |
| TOTAL Expenditures | | | | | | |
| FUND EXPENSE | 197,786 | 197,786 | 55,605 | 28.11% | 50.00% | -21.89% |
| CAPITAL FUND | 45,000 | 45,000 | 691 | 1.54% | 50.00% | -48.46% |
| | 242,786 | 242,786 | 56,296 | 23.19% | 50.00% | -26.81% |

| STORMWATER FUND SUMMARY | | | ACTUAL YEAR TO DATE |
|---------------------------------------|----------------|---------|---------------------|
| ORIGINAL BUDGET | AMENDED BUDGET | | DATE |
| TOTAL REVENUES | 251,338 | 251,338 | 120,522 |
| USE (RETURN) OF FUND BALANCE RESERVES | (8,552) | (8,552) | |
| ENCUMBERED FROM PRIOR YEAR | 0 | 0 | |
| TOTAL EXPENDITURES | 242,786 | 242,786 | 56,296 |
| NET OF REVENUES & EXPENDITURES | - | - | 64,226 |

March 2016 All Funds Budget Report

REVENUES

| FUND | ORIGINAL BUDGET | AMENDED BUDGET | ACTUAL YEAR TO | | PERCENT REALIZED | PERCENT OF YEAR | VARIANCE |
|-----------------------|------------------|------------------|------------------|--|------------------|-----------------|--------------|
| | | | DATE | | | | |
| 001 | 4,535,419 | 4,565,321 | 2,877,092 | | 63.02% | 50.00% | 13.02% |
| 101 | 132,551 | 132,551 | 131,518 | | 99.22% | 50.00% | 49.22% |
| 102 | 146,500 | 146,500 | 84,223 | | 57.49% | 50.00% | 7.49% |
| 103 | 362,292 | 362,292 | 180,017 | | 49.69% | 50.00% | -0.31% |
| 401 | 3,208,704 | 3,208,704 | 1,446,174 | | 45.07% | 50.00% | -4.93% |
| 403 | 942,686 | 942,686 | 459,061 | | 48.70% | 50.00% | -1.30% |
| 405 | 251,338 | 251,338 | 120,522 | | 47.95% | 50.00% | -2.05% |
| TOTAL REVENUES | 9,579,490 | 9,609,392 | 5,298,607 | | 55.14% | 50.00% | 5.14% |

EXPENDITURES

| FUND | ORIGINAL BUDGET | AMENDED BUDGET | ACTUAL YEAR TO | | PERCENT REALIZED | PERCENT OF YEAR | VARIANCE |
|---------------------------|------------------|-------------------|------------------|--|------------------|-----------------|----------------|
| | | | DATE | | | | |
| 001 | 4,503,994 | 4,808,432 | 1,895,338 | | 39.42% | 50.00% | -10.58% |
| 101 | 121,265 | 121,265 | 18,590.00 | | 15.33% | 50.00% | -34.67% |
| 102 | 158,112 | 158,112 | 72,993 | | 46.17% | 50.00% | -3.83% |
| 103 | 309,928 | 309,928 | 144,959 | | 46.77% | 50.00% | -3.23% |
| 401 | 3,436,281 | 4,289,011 | 1,566,951 | | 36.53% | 50.00% | -13.47% |
| 403 | 857,251 | 1,041,158 | 596,156 | | 57.26% | 50.00% | 7.26% |
| 405 | 242,786 | 242,786 | 56,296 | | 23.19% | 50.00% | -26.81% |
| TOTAL EXPENDITURES | 9,629,617 | 10,970,692 | 4,351,283 | | 39.66% | 50.00% | -10.34% |

REVENUES LESS EXPENDITURES

| FUND | ACTUAL YEAR TO | |
|---|----------------|--|
| | DATE | |
| 001 | 981,754 | |
| 101 | 112,928 | |
| 102 | 11,230 | |
| 103 | 35,058 | |
| 401 | (120,777) | |
| 403 | (137,095) | |
| 405 | 64,226 | |
| TOTAL REVENUES LESS EXPENDITURES | 947,324 | |

Encumbered, Restricted and Available Cash Balances
Thursday, March 31, 2016

| | General | Utility | Sanitation | Stormwater | CRA |
|--|------------------|------------------|------------------|----------------|----------------|
| Operating Accounts | 1,824,709 | 413,825 | 336,400 | 300,652 | 251,233 |
| Inter Fund Transfers Pending | | | | | |
| Remaining Budgeted Salaries & Operations Averaged | (420,613) | (527,905) | (244,013) | (21,235) | (6,757) |
| SBA Accounts | 2,523,782 | 1,318,599 | 501,914 | 95,077 | |
| FF Municipal | 2,764,188 | 4,036,725 | 502,580 | | |
| Total Cash & Investments | 6,692,066 | 5,241,244 | 1,096,881 | 374,494 | 244,476 |
| Encumbrances: | | | | | |
| CRA Loan Payments (Revenue Note & General Fund) | | | | | 64,044 |
| Landscaping Grant (City Costs Only) | 10,000 | | | | |
| Wickline Building Improvements | 10,000 | | | | |
| Beach Management Support | 15,000 | | | | |
| Cooling System Police Dept | 10,000 | | | | |
| 2016 Police Vehicles | 54,000 | | | | |
| City Hall Finance Department | 16,832 | | | | |
| Pier Turtle Lights (FEMA 25% Match Cost) | 6,427 | | | | |
| Public Works Building (includes \$13,000 amendment) | 13,804 | | | | |
| Lift Station Rebuild Citywide | 58,000 | | | | |
| Lift Station Pump & Panels | 127,747 | | | | |
| New Wells | 150,000 | | | | |
| Rehabilitate Well #10 | 20,000 | | | | |
| Improvements Well #12 | 135,378 | | | | |
| South Clarifier - WWTP | 125,000 | | | | |
| Drying Beds - WWTP | 22,000 | | | | |
| Motor Control Building Modification - WWTP | 25,000 | | | | |
| Replace Fire Hydrants - Citywide | 40,000 | | | | |
| Crit Removal - WWTP (Maintenance) completed | 59,638 | | | | |
| WWTP VFD's on Aerators | 63,345 | | | | |
| WWTP Bar/Screen | 40,768 | | | | |
| Nano Filters WTP | 32,721 | | | | |
| Trench Box | 12,000 | | | | |
| Mini Excavator | 40,000 | | | | |
| Antenna WTP | 25,000 | | | | |
| WWTP 1/2 Ton Pickup | 30,000 | | | | |
| Upgrade Meters @ WTP | 20,000 | | | | |
| Tractor | 17,000 | | | | |
| WTP Pickup Truck | 11,057 | | | | |
| Consumptive Use Permit Renewal | 51,866 | | | | |
| SRF Loan for the Water Treatment Plant | 232,875 | | | | |
| Customer Utility Deposits | 200,629 | | | | |
| Sanitation Truck (completed) | | | | 45,000 | |
| Lambert Avenue/Central Swale Maintenance | | | | 45,000 | |
| Stormwater Loan Payment | | | | | 64,044 |
| Total Encumbered Funds | 122,259 | 1,553,828 | - | 145,432 | 64,044 |
| Restricted For Projects funded by: | | | | | |
| Infrastructure (ISX) | 431,028 | | | | |
| Reserve for Fire Truck (Transferred from ISX) | 81,579 | | | | |
| Radio Reserve (ISX Reserve) | 233,334 | | | | |
| Support Equipment Reserve - Fire Department (ISX Funds) | 29,167 | | | | |
| Computer Hardware Reserve | 1,711 | | | | |
| Police Training | 283 | | | | |
| Law Enforcement Automation | 7,383 | | | | |
| A1A Land Purchases | 18,490 | | | | |
| Restricted Education Fund - Bidg Code Inspection | 27,721 | | | | |
| Reserve for Contingencies | 2,616 | | | | |
| Reserve for Paving | 144,202 | | | | |
| 5 8th Street Parking Lot Improvements (Paving Funds) | 5,000 | | | | |
| 5 4th Street Parking (Demolition) (Paving Funds) | 15,000 | | | | |
| 5 4th Street & S Flagler Parking Lot Improvements (Paving Funds) | 40,000 | | | | |
| Sidewalk - N Flagler (Paving Funds) | 8,000 | | | | |
| Sewer Impact | 1,216,201 | | | | |
| Water Impact | 1,499,294 | | | | |
| Water Impact | 50,976 | | | | |
| Reserve for Pumps | 39,055 | | | | |
| Total Restricted Funds | 1,045,515 | 2,805,526 | - | - | - |
| Total Encumbered and Restricted Funds | 1,167,774 | 4,359,354 | - | 145,432 | 64,044 |
| Unencumbered, Unrestricted Funds (Cash Balance) | 5,524,293 | 881,891 | 1,096,881 | 229,062 | 180,432 |
| Total All Funds | 6,692,066 | 5,241,244 | 1,096,881 | 374,494 | 244,476 |
| Total Available Funds (after Encumbrances) | 6,569,807 | 3,687,416 | 1,096,881 | 229,062 | 180,432 |

Budget Line Transfers
March 2016

| Journal Number GL Number | Date Description | JNL | Description | User | DR | CR |
|-----------------------------|-----------------------------------|-----|--|--------|-----------|-----------|
| 5325 POSTED BY KDoyle | 03/01/2016 | BA | INCREASE FOR FREE WI FIS | KDoyle | | |
| 001.5123.304700 | PRINTING & BINDING | | | | 325.00 | |
| 001.5123.304100 | TELEPHONE | | | | | 325.00 |
| | | | | | 325.00 | 325.00 |
| 5236 POSTED BY KDoyle | 03/03/2016 | BA | FOR EMERGENCY REPAIR AT S 3RD ST LIFT ST | KDoyle | | |
| 401.5392.606300.050 | LIFT STATIONS - CITY WIDE | | | | 2,500.00 | |
| 401.5392.304600 | REPAIRS & MAINTENANCE | | | | | 2,500.00 |
| | | | | | 2,500.00 | 2,500.00 |
| 5246 POSTED BY KDoyle | 03/09/2016 | BA | USE OF DONATION FUND | KDoyle | | |
| 001.5711.304800 | PROMOTIONAL ACTIVITIES | | | | | 15.60 |
| 001.3600.384000 | Other Funding Sources | | | | 15.60 | |
| | | | | | 15.60 | 15.60 |
| 5248 POSTED BY KDoyle | 03/09/2016 | BA | INCREASE CODE ENFORCEMENT TRAVEL | KDoyle | | |
| 001.5241.304000 | TRAVEL/TRAINING | | | | | 500.00 |
| 001.5241.303100 | PROFESSIONAL SERVICES | | | | 500.00 | |
| 102.5242.464100 | VEHICLE REPAIRS & MAINTENANCE | | | | 40.00 | |
| 102.5242.305400 | MEMBRSHPS SUBSCRPTS DUES | | | | | 40.00 |
| | | | | | 540.00 | 540.00 |
| 5250 POSTED BY KDoyle | 03/10/2016 | BA | USE OF LIBRARY DONATION FUND | KDoyle | | |
| 001.5711.305200 | OPERATING SUPPLIES | | | | | 122.96 |
| 001.5711.304800 | PROMOTIONAL ACTIVITIES | | | | | 200.00 |
| 001.3600.384000 | Other Funding Sources | | | | 322.96 | |
| | | | | | 322.96 | 322.96 |
| 5252 POSTED BY KDoyle | 03/10/2016 | BA | USE OF DONATION FUND LIBRARY | KDoyle | | |
| 001.5711.305200 | OPERATING SUPPLIES | | | | | 400.00 |
| 001.3600.384000 | Other Funding Sources | | | | 400.00 | |
| | | | | | 400.00 | 400.00 |
| 5262 POSTED BY KDoyle | 03/15/2016 | BA | S CENTRAL DRAINAGE ENGINEERING | KDoyle | | |
| 405.5392.606300.077 | IMPROVEMENTS | | | | | 10,000.00 |
| 405.5392.606300 | IMPROVEMENTS | | | | 10,000.00 | |
| | | | | | 10,000.00 | 10,000.00 |
| 5263 POSTED BY KDoyle | 03/15/2016 | BA | WORK ORDER APPROVED / AMENDMENT NEEDED | KDoyle | | |
| 401.5392.606300.078 | IMPROVEMENTS | | | | | 15,000.00 |
| 401.3800.389102 | AMENDED APPROPRIATED FUND BALANCE | | | | 15,000.00 | |
| | | | | | 15,000.00 | 15,000.00 |
| 5267 POSTED BY KDoyle | 03/16/2016 | BA | INCREASE BEACH OPERATING | KDoyle | | |
| 001.5722.305200 | OPERATING SUPPLIES | | | | | 110.00 |
| 001.5722.464105 | GASOLINE & DIESEL FUEL | | | | 110.00 | |
| | | | | | 110.00 | 110.00 |
| 5268 POSTED BY KDoyle | 03/16/2016 | BA | TO REVERSE MANUAL JOURNAL ENTRY: 5267 | KDoyle | | |
| 001.5722.305200 | OPERATING SUPPLIES | | | | 110.00 | |
| 001.5722.464105 | GASOLINE & DIESEL FUEL | | | | | 110.00 |
| | | | | | 110.00 | 110.00 |
| 5269 POSTED BY KDoyle | 03/16/2016 | BA | MOVE TO PURCHASE LIFEGUARD UNIFORMS | KDoyle | | |
| 001.5722.304900 | OTHER CURRENT CHARGES | | | | | 1,288.00 |
| 001.5722.305200 | OPERATING SUPPLIES | | | | 1,087.00 | |
| 001.5722.464105 | GASOLINE & DIESEL FUEL | | | | 201.00 | |

| Journal Number GL Number | Date Description | JNL | Description | User | DR | CR |
|--|---|-----|---|--------|-----------|-----------|
| | | | | | 1,288.00 | 1,288.00 |
| 5287 POSTED BY KDoyle 001.5351.304600 001.5351.305100 | 03/24/2016 REPAIRS & MAINTENANCE OFFICE SUPPLIES | BA | INCREASE OFFICE SUPPLIES WWTP | KDoyle | 50.00 | 50.00 |
| | | | | | 50.00 | 50.00 |
| 5296 POSTED BY KDoyle 001.5392.606300.076 001.3300.331101.076 | 03/29/2016 PIER - FEMA TURTLE LIGHTS FEDERAL/STATE GRANT-FEMA | BA | INCREASE FOR TURTLE LIGHT PROJECT | KDoyle | 342.00 | 342.00 |
| | | | | | 342.00 | 342.00 |
| 5299 POSTED BY KDoyle 001.5241.305200 001.5241.303100 | 03/30/2016 OPERATING SUPPLIES PROFESSIONAL SERVICES | BA | INCREASE BLDG/ZONING OPERATING SUPPLIES | KDoyle | 300.00 | 300.00 |
| | | | | | 300.00 | 300.00 |
| 5300 POSTED BY KDoyle 001.5111.304800 001.5111.305500 | 03/30/2016 PROMOTIONAL ACTIVITIES ELECTION EXPENSES | BA | REFRESHMENTS FOR FIRE & PD | KDoyle | 300.00 | 300.00 |
| | | | | | 300.00 | 300.00 |
| 5301 POSTED BY KDoyle 001.3600.384000 001.5800.305200 | 03/30/2016 Other Funding Sources OPERATING SUPPLIES | BA | USE DONATION FUND TO PAY FOR DELIVERY | KDoyle | 450.00 | 450.00 |
| | | | | | 450.00 | 450.00 |
| 5309 POSTED BY KDoyle 103.5725.304600 103.5725.305200 | 03/31/2016 REPAIRS & MAINTENANCE OPERATING SUPPLIES | BA | INCREASE FOR PIER PLANK LUMBER | KDoyle | 1,500.00 | 1,500.00 |
| | | | | | 1,500.00 | 1,500.00 |
| 5310 POSTED BY KDoyle 001.5191.305200 001.5191.303100 | 03/31/2016 OPERATING SUPPLIES PROFESSIONAL SERVICES | BA | INCREASE FOR PRINTER PURCHASE | KDoyle | 230.00 | 230.00 |
| | | | | | 230.00 | 230.00 |
| Total: | | | | | 33,783.56 | 33,783.56 |

Penny Overstreet

From: Robert Pace
Sent: Thursday, April 14, 2016 4:27 PM
To: Larry Newsom
Cc: Penny Overstreet
Subject: Weekly

Importance: High

Mr. Newsom,

The following are the weekly highlights. My apologies for the repetition, but you were either at the event or we have already discussed most of the highlights.

- The week started off by several department members attending the Emergency Planning Meeting for the Flagler Beach Museum. There were several useful techniques discussed that could be utilized to protect the valuable contents of this building. It is the commitment of FBFD to continue to work with the museum staff on the issues in the future.
- Lieutenant Kennedy conducted another state certified officer's class (Strategy/Tactics I) at the station this week. There were four agencies represented by the firefighters in attendance.
- Formal requests for additional resources on the 4ht were sent out Monday to the surrounding agencies. This would include FCFR,PCFD, and BFD.
- Efforts continued in cleaning the department grounds. The latest improvement was the removal of the old training car used in extrication drills. The surplus list requiring board approval is nearly complete.
- As previously mentioned in accordance with disaster preparedness, all of the department equipment/contents were delivered in a video to the city clerk. This would include all items inside and out of the building.
- Low hanging limbs or hazard areas for both sanitation/FBFD as noted by staff have been submitted to Mr. Smith. Alan Watts reported to me that several of the problems areas have already been addressed.
- Several department members attended the 70th birthday celebration for the Flagler Beach Women's Club. We all enjoyed the opportunity to visit with the attendees and to celebrate the great accomplishment.
- Weekly training covered EMS back injuries. The focus of the training was for the firefighters to understand most back injuries are preventable. At completion the firefighters were to describe safe methods for lifting and moving patients in emergency and non-emergency situations.

Maybe next week I can deliver some news to you that you're not already aware of, look forward to talking to you soon.

Thanks,

Bobby Pace
Fire Captain
Flagler Beach Fire Department



Flagler Beach Fire Department

Weekly Run Report from 4/8/16 - 4/14/16

CALLS BY INCIDENT TYPE

EMS

8

FIRE

1

Hazardous Condition (No Fire)

3

Service Call

5

Motor Vehicle Accident

1

Fire Alarm

1

Total Calls

19

Penny Overstreet

From: Robert Pace
Sent: Thursday, April 21, 2016 6:02 PM
To: Larry Newsom
Cc: Penny Overstreet
Subject: Weekly

Mr. Newsom,

The following are the weekly highlights:

- Firefighter/EMT J. Feldman passed his fire minimum standards course this week. He has been a volunteer with the department for four months.
- Department members met with Flagler county IT and a Panasonic representative to view a new Toughbook computer. With approval the new Ladder truck may be equipped with this computer in the next couple of weeks.
- Squad11 received vehicle maintenance over the week. The truck was in need of a new battery and the quick disconnect used for shoreline power was adjusted.
- On Wednesday, LT Snyder attended the communications user group meeting. The group discussed new call types that would provide better efficiency for all county units.
- Work continued concerning fire protection has continues this week in the Wickline building. I'm expecting the final inspection and new equipment installation to take place by WSA Systems in the coming week.
- As you know, there was a significant hazardous spill today at the corner of SR100/A1A. Several agencies were on scene for approximately 7 hours with the scene eventually left with DOT contractors making final repairs.
- This week's fire training covered water relay and utilized Engine11 relaying water to Ladder11. This training was intended to make volunteers more efficient in supplying the Ladder with water quickly if and when it is needed (Engine 11 has 1000 gallons while Ladder 11 utilizes 400 gallons).

I look forward to talking to you soon.

Thanks,

Bobby Pace
Fire Captain
Flagler Beach Fire Department



Flagler Beach Fire Department

Weekly Run Report from 3/14/2016 – 3/21/2016

CALLS BY INCIDENT TYPE

EMS

13

FIRE

2

Hazardous Condition (No Fire)

3

Service Call

1

Good Intent Call

0

False Alarm & False Call

2

Total Calls

22

Recreation Staff Report

Recreation Director

March 2016

Music in the Park

- March First Friday "Class of 69"
 - 9th Annual Pinewood derby Races
 - Approximately 600 people attended
- Next First Friday scheduled for April 1st

Ocean Rescue

- Scheduled first wave of CPR, First Aid and water rescue training at Belle Terre Swim and Racquet Club in Palm Coast.
- Continued to review applications for summer lifeguard positions.
- Staffed the beach for Spring Break, March 12 – 20.
- Began to repair and repaint lifeguard towers
- Contacted Florida Hospital for donation of first aid supplies

Junior Lifeguards

- Began screening for Junior Lifeguard counselor positions.
- Began scheduling water safety lectures in the elementary schools.
- Completed Junior Lifeguard handbook for 2016

Pier

- Exceeded the revenue totals from last March.
- Planned for April schedule

Special Events

- Easter Egg Hunt March 26
 - Approximately 300 children participated
 - Event hosted on the beach
- "Turtle Fest" scheduled for April 2nd.
- "Cheer on the Pier" scheduled for April 2nd
- Kiwanis beach cleanup scheduled for April 2nd
- Began planning for July 4th as a single day event.
- Easter Egg Hunt scheduled for April 4th.