

REGULAR MEETING OF THE FLAGLER BEACH CITY COMMISSION THURSDAY, JUNE 25, 2015 AT 5:30 P.M. AND TO BE CONTINUED UNTIL ITEMS ARE COMPLETE. CITY HALL, 105 S. SECOND STREET, FLAGLER BEACH, FL

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.
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

(All items are to be approved by one motion, unless pulled from the Consent Agenda.)

6. Approve the minutes of the Regular Meetings of June 11, 2015.
7. Approve the annual contract between Dr. Townsend & Associates and the City for the Employee Assistance Program (EAP) in an amount not to exceed \$2,000.
8. Consider a proposal to "Piggy Back" on a new Palm Coast Contract with Connect Consulting, Inc. to perform the City's well fieldwork for repairs and well drilling.

GENERAL BUSINESS

9. Resolution 2015-17, a resolution by the City Commission of the City of Flagler Beach, declaring certain property to be surplus, providing for conflict; and an effective date.
10. Resolution 2015-18, a resolution by the City Commission of the City of Flagler Beach, Florida, amending Resolution 2014-24 which adopted the FY 14/15 budget, to reflect a budget amendment for various city activities; providing for conflict and an effective date.
11. Resolution 2015-19, a resolution by the City Commission of the City of Flagler Beach, Florida, adopting a Volunteer Policy; providing for conflict and an effective date.

COMMISSION COMMENTS

12. Commission comments, including reports from meetings attended.

PUBLIC HEARINGS

13. Ordinance 2015-06 - an ordinance of the City Commission of the City of Flagler Beach, Florida, authorizing the borrowing of money in an amount not to exceed two million four hundred thousand dollars for the purpose of refunding its Stormwater Revenue Note, Series 2009 and refunding the City of Flagler Beach Community Redevelopment Agency Community Redevelopment Revenue Note, Series 2009; and providing an effective date – first reading.
14. Consider Variance Request Application #15-06-01 – A request has been submitted to construct a pool and more specifically a screen enclosure, commencing 1.1 feet from the rear property line as opposed to the required minimum ten (10) feet as provided for in Section 2.05.05.2 Attached accessory structures in the SFR, LDR, and MDR districts of the City of Flagler Beach Land Development Regulations. Applicant: Nancy Harrington and Worth Strickland; Address: 208 Palm Circle.
15. Ordinance 2015-07, an ordinance of the City of Flagler Beach, Florida relating to farmer's markets; providing a definition for farmer's markets and providing that farmer's markets are a special exception use in the general commercial, tourist commercial and highway commercial zoning districts; providing regulations related to farmers' markets; providing for codification; providing for conflicts and establishing an effective date – first reading.

STAFF REPORTS

16. Staff Reports.
17. 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.

REGULAR MEETING OF THE FLAGLER BEACH CITY COMMISSION THURSDAY, JUNE 11, 2015 AT 5:30 P.M. AND TO BE CONTINUED UNTIL ITEMS ARE COMPLETE. CITY HALL, 105 S. SECOND STREET, FLAGLER BEACH, FL

MINUTES

PRESENT: Mayor Linda Provencher, Chairman Marshall D. Shupe, Vice-Chairman Jane Mealy, Commissioners Kim M. Carney, Joy McGrew and Steve Settle, City Attorney D. Andrew Smith, III, City Manager Bruce C. Campbell and City Clerk Penny Overstreet.

1. CALL THE MEETING TO ORDER: Chairman Shupe called the meeting to order at 5:30 p.m.
2. PLEDGE OF ALLEGIANCE FOLLOWED BY A MOMENT OF SILENCE TO HONOR OUR VETERANS, MEMBERS OF THE ARMED FORCES AND FIRST RESPONDERS: Mayor Provencher led the pledge to the flag.
3. PROCLAMATIONS AND AWARDS: None.
4. DELETIONS AND CHANGES TO THE AGENDA: None.
5. COMMENTS REGARDING ITEMS NOT ON THE AGENDA. CITIZENS ARE ENCOURAGED TO SPEAK. HOWEVER, COMMENTS SHOULD BE LIMITED TO THREE MINUTES: Mark Crabill spoke of his efforts to have FDOT lower the speed limit over the S.R. 100 bridge, which would permit residents to drive golf carts (low speed vehicles) across for shopping. The Commission reached a consensus on the following: have the City Manager look into the issue, Commissioner Mealy to contact Mr. Crabill to obtain more information and possibly draft a letter for the Commission to consider. Rick Belhumeur commended the painting of the Emergency Services Building. Mr. Belhumeur requested the city move the kid's zone back to its former location during First Friday events. Joe Kovach reported he is obtaining the appraisal for the City property at N. 6th Street as recommended by the Commission. The Commission suggested Mr. Kovach communicate with the City Manager and place the item back on the agenda when the appraisal is complete.

CONSENT AGENDA

(All items are to be approved by one motion, unless pulled from the Consent Agenda.)

6. APPROVE THE MINUTES OF THE REGULAR MEETINGS OF MAY 28, 2015:
7. APPROVE RE-APPOINTMENTS TO TERMS ON THE PERSONNEL ADVISORY REVIEW BOARD:

Motion by Commissioner Mealy, seconded by Commissioner McGrew, to approve the consent agenda. The motion carried unanimously, after a roll call vote.

GENERAL BUSINESS

8. CONSIDER AWARDING BID FOR THE CITY HALL SOFFIT REPAIR – BOB SMITH, PUBLIC WORKS DIRECTOR: Robert Smith, City Engineer reviewed the history of the item. Chairman Shupe opened public comments. The following people provided comments and or questions. Rick Belhumeur and Paul Eik. Chairman Shupe closed public comment. Motion by Commissioner Mealy, seconded by Commissioner Carney, to approve the contract award for City Hall repairs and new roof to Daycom Home Accents. The motion carried unanimously, after a roll call vote.

9. CONSIDER APPROVING A DEVELOPMENT AGREEMENT FOR SEASIDE LANDINGS LLC FOR WATER AND SANITARY SEWER SERVICE – BOB SMITH, PUBLIC WORKS DIRECTOR: Pete Scerbo, representing the Developer, was present to respond to questions from the Commission. Mr. Campbell reviewed the pipe issue, describing the steps that would need to be taken if this agreement is approved, with contingencies, built into the agreement. Mr. Campbell advised he is seeking approval to move forward and negotiate the details with the developer. Mr. Campbell reported any capital purchase would be brought back before the Commission for consideration. Commissioner Mealy asked the representative if they would be willing to annex into the city. The representative responded yes, and he will have further conversation about it with the City Manager. Mr. Scerbo noted he would be willing to place a statement regarding voluntary annexation into the City on his company letterhead. Chairman Shupe opened public comment. No comments were received. Chairman Shupe closed public comment. Motion by Commissioner Carney, seconded by Commissioner Mealy, that we approve the Developer Service Agreement with Seaside Landings, LLC for water and sanitary sewer service. The motion carried unanimously, after a roll call vote.

The agenda moved to Item No. 11.

10. PRESENTATION OF THE 2013/2014 AUDIT – DUFRESNE & ASSOCIATES, CPA, PA: Linda Dufresne distributed the required communication letter. Ms. Dufresne reviewed the Management's Discussion and Analysis, Statement of Activities, the business type review of the Enterprise Funds, fiduciary statements, footnotes, and the independent audits. Ms. Dufresne reported regarding the Pension Funds; the City is in a desirable position, our pensions are an asset rather than obligation. Ms. Dufresne reported no deviations of any kind and no deficiencies that would need to be reported. Motion by Commissioner Mealy, seconded by Commissioner Carney, to accept the audit. The motion carried unanimously.

The agenda moved to Item #13.

11. CONSIDER ENTERING INTO AN INTERLOCAL AGREEMENT TO HAVE THE CITY OF FLAGLER BEACH PERFORM PERMITTING AND INSPECTION SERVICES FOR THE TOWN OF BEVERLY

BEACH – BEVERLY BEACH MAYOR STEVE EMMETT: Mayor Emmett reviewed the request. Mr. Campbell reported this would not take effect until October 1, 2015. Chairman Shupe opened public comment. The following people provided comments and or questions. Rick Belhumeur and Paul Eik. Chairman Shupe closed public comment. Motion by Commissioner McGrew, seconded by Commissioner Settle, to enter into an Interlocal Agreement with the Town of Beverly Beach for Permitting and Inspection Services. The motion carried unanimously, after a roll call vote.

The agenda moved back to item No. 10.

COMMISSION COMMENTS

12. COMMISSION COMMENTS, INCLUDING REPORTS FROM MEETINGS ATTENDED: The Elected Officials reported their attendance at meetings gathering and events since the last regular meeting. Commissioner Carney spoke of the increasing number of people bringing their dogs to First Friday events. She expressed concern and suggested the City enforce the no dogs in the park rule. The Commission directed the City Manager to follow up with the event promoter, and have him include a statement prohibiting animals in the park onto the promotional material and on air spots. Commissioner Carney spoke of email correspondence from a resident requesting funds to install a concrete border around the xeriscape gardens at the library. Commissioner Mealy suggested the resident form a 501c3 corporation "Friends of the Library" and that she would be willing to assist with the paperwork. Commissioner McGrew inquired to the Commission if they agreed that the concrete border does not go along with the "Old Florida Look". The Commissioners agreed and reached a consensus to not install the concrete border at the library. Commissioner McGrew reported she would be absent at the July 9, 2015 Commission Meeting.

The agenda moved to Item No. 14 Staff reports.

PUBLIC HEARINGS

13. ORDINANCE 2015-05 - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING APPENDIX "A", LAND DEVELOPMENT REGULATIONS, ARTICLE II, ZONING; SECTION 2.02.00, DEFINITIONS, DELETING THE DEFINITION COMBINED USE BUILDINGS; AMENDING SECTION 2.04.02.8 ZONING SCHEDULE ONE, LAND USE CONTROLS, TO PERMIT MIXED USE BUILDINGS IN THE GENERAL COMMERCIAL DISTRICT AND TOURIST COMMERCIAL DISTRICT AS A PRINCIPAL PERMITTED USE, ESTABLISH EXISTING BUILDINGS IN THE TOURIST COMMERCIAL DISTRICT AND GENERAL COMMERCIAL DISTRICT AS A SPECIAL EXCEPTION USE, AND REPLACE THE TERM COMBINED USE BUILDING WITH MIXED-USE BUILDING WHERE REFERENCED, AMENDING SECTION 2.04.02.9, ZONING SCHEDULE TWO, LOT, YARD & BULK REGULATIONS, REPLACING THE TERM COMBINED USE BUILDING WITH MIXED-USE BUILDING, PROVIDING DESCRIPTIVE NOTES IN THE MEDIUM DENSITY RESIDENTIAL

DISTRICT, GENERAL COMMERCIAL DISTRICT AND TOURIST COMMERCIAL DISTRICT, AMENDING THE TITLE OF SECTION 2.04.02.12 COMBINED USE BUILDING REGULATIONS TO READ MIXED USE BUILDING REGULATIONS, AMENDING SUB-SECTION A. PURPOSE AND INTENT, AMENDING SUB-SECTION B. GENERAL REQUIREMENTS, AMENDING SUB-SECTION C. PERMITTED USES, AMENDING SUB-SECTION D. PROHIBITED USES, AMENDING THE TITLE OF SUB-SECTION E. MINIMUM LOT SIZE TO READ DEVELOPMENT STANDARDS, AMENDING SUB-SECTION NUMBER F. SUPPLEMENTAL SITE IMPROVEMENT REGULATIONS TO READ SECTION G., AMENDING SUB-SECTION NUMBER G. PARKING REQUIREMENTS TO READ SECTION H., DELETING THE FORMER SUB-SECTION H. PARKING PROVISIONS, AMENDING SUB-SECTION NUMBER H., LANDSCAPING TO READ SECTION I. AND RELOCATING AND AMENDING SUB-SECTION J. EXISTING BUILDINGS TO THE FORMER SUB-SECTION F. AS NOTED HEREIN; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR CONFLICT; PROVIDING AN EFFECTIVE DATE HEREOF –
SECOND READING: Attorney Smith read the title of the ordinance into the record. Commissioner Settle inquired if the City could provide some type of incentive to encourage conversion of an existing building to mixed use. Chairman Shupe opened public comment. No comments were received. Chairman Shupe closed public comment. Motion by Commissioner McGrew, seconded by Commissioner Settle, to approve Ordinance 2015-05. The motion carried unanimously, after a roll call vote.

The agenda moved back to item No. 12.

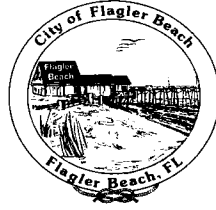
STAFF REPORTS

14. STAFF REPORTS: City Manager Campbell requested the Commission schedule a CRA meeting on June 25, to review the CRA loan refinance ordinance, which will also be on the regular June 25 agenda. The Commission agreed to schedule the meeting. The discussion turned to Mr. Campbell's meeting with County Administrator Coffey. Mr. Campbell reported the County would consider providing funding for parking lots if the City would agree to never install paid parking devices. Mr. Campbell reported he did not receive a definite number regarding the funding amount.
15. ADJOURNMENT: Motion by Commissioner Carney, seconded by Commissioner Settle, to adjourn the meeting at 7:36 p.m. The motion carried unanimously.

Attest:

Marshall Shupe, Chairman

Penny Overstreet, City Clerk



City of Flagler Beach **AGENDA ITEM # 7** Item Summary and Recommendation

SUBJECT: Approve the renewal contract for the Employee Assistance Program (EAP) provided by Dr. Townsend and Associates effective 7/01/2015 to 6/30/2016 and approve the Mayor to sign any necessary documents.

BACKGROUND: See attached renewal agreement from Dr. Townsend and Associates. The contract remains the same and there has been no increase to the contract cost. It remains at \$2000.00, which is the same as the 2014/2015 contract.

RECOMMENDATIONS: Approve the renewal with the associated contract cost of \$2000.00

ATTACHMENTS: The 2015/2016 renewal contract from Dr. Townsend and Associates.

SUBMITTED BY: Liz Mathis, HR Officer

Staff Comments:

City Manager: Recommend approval

Vanessa Townsend, Psy.D.
Licensed Psychologist

Steven P. Dingfelder, Ph.D.
Licensed Psychologist

Michael Meehan, LCSW
Licensed Clinical Social Worker

Melanie Nuskowski, Ph.D.
Licensed Psychologist



David Bortnick, Ph.D., Psy.D., ABN
Licensed Psychologist

Stuart Townsend, Psy.D.
Licensed Psychologist

Ralph Wyman, LMHC
Licensed Mental Health Counselor

Dr Townsend & Associates

Comprehensive Counseling Services

June 9, 2015

Liz Mathis, Human Resources Director
City of Flagler Beach
P.O. Box 70
Flagler Beach, FL 32136

Dear Ms. Mathis:

Please find attached the 2015/2016 Employee Assistance Program (EAP) contract. We are pleased to continue to offer you a discounted rate of \$2,000.00.

We look forward to continuing as your EAP providers. If you would like to meet to review the EAP, our services and how we may be helpful to you and your employees, please feel free to give our office a call. We hope this letter finds you and your staff having a great week.

Sincerely,

Elinor Hubbard
Practice Manager

Enc.

9 ST. JOHNS MEDICAL PARK DRIVE, ST. AUGUSTINE, FL 32086 (904)797-2705
6910 OLD WOLF BAY ROAD, PALATKA, FL 32177 (386)328-4955
www.drtownsendandassociates.com

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Ralph Wyman, LMHC
Licensed Mental Health Counselor

Dr Townsend & Associates

Comprehensive Counseling Services

AGREEMENT

This Agreement is made and entered into this 1st day of July, 2015 between Dr. Townsend & Associates, P.A. and the City of Flagler Beach.

Whereas, the City of Flagler Beach wishes to provide an Employee Assistance Program (EAP) for all full-time employees or their family members. Whereas, Dr. Townsend & Associates wishes to provide this program for all full-time employees or their family members.

Now therefore, Dr. Townsend & Associates, P.A. and the City of Flagler Beach do hereby mutually agree to the following:

Dr. Townsend & Associates:

Will administer an EAP to the City of Flagler Beach fulltime employees or their family members who have personal problems. These problems include, but are not limited to alcohol and drug misuse, marital problems, excessive stress, anxiety/panic disorder, depression and parenting issues.

Will provide the following specific services on behalf of the City of Flagler Beach:

- A. Help in the implementation of the Employee Assistance Program (EAP) policy and procedure.
- B. Assist those employees or their family members who are self-referred, as well as those who are performance/supervisory referred. Referrals will be assisted in identifying their problem(s) and providing them with three (3) free counseling visits per employee or family member.
- C. Assure reasonable measures of confidentiality regarding the treatment of the City of Flagler Beach employees via the EAP.
- D. Visit with the City of Flagler Beach Director of Human Resources on request, twice per year.
- E. Offer follow-up refresher training for supervisors once each year, on request from City of Flagler Beach.

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Employee Assistance Program Contract (continued)

- F. Provide an appropriately qualified or licensed therapist to work in the diagnosis, evaluation, treatment, and if necessary, the referral of employees or their family member.
- G. Provide monthly reports and a summary annual report of the progress of the services provided to The City of Flagler Beach.

The City of Flagler Beach will:


- A. Assist Dr. Townsend & Assoc., P.A. in delivering the EAP services to its employees.
- B. Provide on at least a once a year basis a letter to employees and their families indicating the existence of and support for the EAP.
- C. Provide all materials, supplies and clerical staff for the preparation and distribution of pre-program and ongoing program publicity. Brochures, letters, training materials and stamps are but a few of the items covered in this paragraph.
- D. Provide an appropriate area for training as are part of this Contract. This is to include the provision of necessary audio/visual equipment.
- E. Assure each employee that this program will maintain his/her confidentiality.
- F. Provide agreed upon reimbursement to Provider.

COMPENSATION:

The services and assistance offered through this Contract will be provided to The City of Flagler Beach for a discounted fee of \$2,000.00 per calendar year. This Contract shall remain in force for a period of one year from July 1, 2015 to June 30, 2016. This contract may be canceled by either party with 60 days written notice.

The above is agreed to by:

City of Flagler Beach



Vanessa Townsend, Psy.D.
Dr. Townsend & Associates, P.A.

Date

6/9/15

Date

**CITY OF PALM COAST
CONTRACT WITH CONNECT CONSULTING, INC.
FOR PROFESSIONAL HYDROGEOLOGICAL SERVICES (RFQ-PW-U-15-12)**

THIS CONTRACT made and entered into the 28th day of April, 2015 by and between the:

**City of Palm Coast, Florida
160 Cypress Point Parkway, Suite B-106
Palm Coast, Florida 32164**

a municipal corporation of the State of Florida, holding tax exempt status, hereinafter referred to as the "CITY," and:

**Connect Consulting, Inc.
19505 NW 184th Terrace
High Springs, Florida 32643**

a corporation, authorized to do business in the State of Florida, hereinafter referred to as the "Contractor".

The CITY and the Contractor are collectively referred to herein as the "parties".

WITNESSETH:

WHEREAS, the CITY desires to retain the Contractor for the work identified in the Request for Qualifications and description of services outlined in Exhibit A; and

WHEREAS, the CITY desires to employ the Contractor for the performance to support the activities, programs, and projects of the CITY upon the terms and conditions hereinafter set forth, and the Contractor is desirous of performing and providing such services upon said terms and conditions; and

WHEREAS, the Contractor hereby warrants and represents to the CITY that it is competent and otherwise able to provide professional and high quality services to the CITY; and

WHEREAS, all submissions submitted by the Contractor in the Qualifications/RFP submitted to the CITY are hereby incorporated to the extent not inconsistent with the terms and conditions as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between the parties hereto as follows:

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SECTION 1: DEFINITIONS.

Ad valorem - In proportion to the estimated value of the goods taxed.

Contract - This document and all subsequent Work Orders between the CITY and CONTRACTOR. Each Exhibit, as identified below, even if not physically attached, shall be treated as if they were part of this Contract.

Billing Period - The period of time between project commencement to the close of the current period, (inclusive); or from the close of the previous billing period, (exclusive), to the close of the current period, usually concurrent with the month. In no case shall this period be less than one calendar month except for the final Billing Period.

Bona Fide - Made or carried out in good faith; sincere.

City - The City of Palm Coast, a municipal corporation of the State of Florida holding tax exempt status.

Contractor - To include all principals of the CONTRACTOR including, but not limited to, full and part time employees, professional or otherwise, and all other agents employed by or for CONTRACTOR to perform its obligations hereunder.

Description of Services - Shall be written in paragraph form reasonably describing those services the CITY can expect the CONTRACTOR to provide. The description shall be written in such a manner that the type of service is clearly provided, but broad enough that all services reasonably expected of the CONTRACTOR, including services provided by partners, subcontractors, and other supporting professionals, can be provided to the CITY.

Designated Representative - A person who administers, reviews, and coordinates the provision of services. This definition applies equally to the CITY and to the CONTRACTOR.

Force Majeure - Force Majeure shall include, but not be limited to, hostility, revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation, or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Contract is beyond the control and without the fault or negligence of the party seeking relief under this Contract.

Law - Said phrase shall include statutes, codes, rules, and regulations of whatsoever type or nature enacted or adopted by a governmental entity of competent jurisdiction.

Pari Materia - of the same matter; on the same subject. Laws pari materia must be construed with reference to each other/together when related to the same matter or subject. The provisions of a Contract are to be construed together with no isolated construction of a particular provision such that it would defeat the overall intent of the Contract.

Submittals – Any item required by this Contract that the CONTRACTOR must provide the CITY either for inclusion as part of this Contract or not.

Type of Service – Professional Hydrogeological Services.

Work Order - A detailed description of quantities, services, and a completion schedule provided issued by the CITY on it's approved form which, on occasion, may contain documents published on CONTRACTOR letterhead describing all work associated with the service to be provided by the CONTRACTOR to the CITY for an agreed price referencing this Contract by title and date.

SECTION 2: CAPTIONS.

The Section headings and captions of this Contract are for convenience and reference only and in no way define, limit, describe the scope or intent of this Contract or any part thereof, or in any way affect this Contract or construe any provision of this Contract.

SECTION 3: EXTENT OF CONTRACT/INTEGRATION/AMENDMENT.

(a) This Contract, together with the Exhibits, constitutes the entire integrated Contract between the CITY and the CONTRACTOR and supersedes all prior written or oral understandings in connection therewith. This Contract, and all the terms and provisions contained herein, including without limitation the Exhibits attached, constitute the full and complete Contract between the parties hereto to the date hereof, and supersedes and controls over any and all prior agreements, understandings, representations, correspondence, and statements, whether written or oral.

(b) This Contract may only be amended, supplemented, or modified by a formal written amendment.

(c) Any alterations, amendments, deletions, or waivers of the provisions of this Contract shall be valid only when expressed in writing and duly signed by the parties.

(d) The Exhibits made part of this Contract are as follows:

- Exhibit A - Description of Services
- Exhibit B - Certificate of Liability Insurance
- Exhibit C - Draft City Work Order Form
- Exhibit D - ADA Form
- Exhibit E - Price Schedule
- Exhibit F - Business Tax Receipt – (City of Palm Coast)

SECTION 4: NO GENERAL CITY OBLIGATION.

(a) In no event shall any obligation of the CITY under this Contract be or constitute a general obligation or indebtedness of the CITY, a pledge of the ad valorem taxing power of the CITY or a general obligation or indebtedness of the CITY within the meaning of the Constitution of the State of Florida or any other applicable laws, but shall be payable solely from legally available revenues and funds.

(b) The CONTRACTOR shall not have the right to compel the exercise of the ad valorem taxing power of the CITY.

SECTION 5: CONTRACTOR UNDERSTANDING OF SERVICES REQUIRED.

(a) Execution of this Contract by the CONTRACTOR is a representation that the CONTRACTOR is familiar with local conditions and with the services to be performed. The CONTRACTOR shall make no claim for additional time or money based upon its failure to comply with this Contract. The CONTRACTOR has informed the CITY, and hereby represents to the CITY, that it has extensive experience in performing and providing the services and/or goods described in this Contract and to be identified in the Work Orders, and that it is well acquainted with the components that are properly and customarily included within such projects and the requirements of laws, ordinances, rules, regulations, or orders of any public authority or licensing entity having jurisdiction over CITY Projects. Execution of a Work Order shall be an affirmative and irrefutable representation by the CONTRACTOR to the CITY that the CONTRACTOR is fully familiar with any and all requisite work conditions of the provisions of the services.

(b) The recitals herein are true and correct and form and constitute a material part of this Contract upon which the parties have relied.

(c) It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting the CONTRACTOR (including, but not limited to, its officers, employees, and agents) the agent, representative, or employee of the CITY for any purpose, or in any manner, whatsoever. The CONTRACTOR is to be and shall remain forever an independent CONTRACTOR with respect to all services performed under this Contract.

(d) Persons employed by the CONTRACTOR in the provision and performance of the services and functions pursuant to this Contract shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the CITY'S officers and employees either by operation of law or by the CITY.

SECTION 6: GENERAL PROVISIONS.

(a) Each party hereto represents to the other that it has undertaken all necessary actions to execute this Contract, and that it has the legal authority to enter into this Contract, and to undertake all obligations imposed on it. The person(s) executing this Contract for the CONTRACTOR certifies/certify that he/she/they is/are authorized to bind the CONTRACTOR fully to the terms of this Contract.

(b) This Contract is for professional hydrogeological services needed for the CITY'S operations as set forth herein and as otherwise directed by the CITY to include all labor and materials that may be required.

(c) The CONTRACTOR acknowledges that the CITY may retain other Contractors to provide the same types of services for CITY projects. The CITY reserves the right to select which Contractor shall provide services for CITY projects.

(d) The CONTRACTOR acknowledges that the CITY has retained other Contractors and the coordination between said Contractors and the CONTRACTOR may be necessary from time to time for the successful completion of each Work Order. The

CONTRACTOR agrees to provide such coordination as necessary within the Scope of Services as contained in Section 12; Description of Services.

(e) The CONTRACTOR agrees to provide and ensure coordination between goods / services providers.

(f) Time is of the essence of the lawful performance of the duties and obligations contained in this Contract to include, but not be limited to, each Work Order. The parties covenant and agree that they shall diligently and expeditiously pursue their respective obligations set forth in this Contract and each Work Order.

(g) CONTRACTOR shall maintain an adequate and competent staff or professionally qualified persons throughout the performance of this Contract to ensure acceptable and timely completion of each Work Order.

(h) Requirements for signing and sealing plans, reports, and documents prepared by the CONTRACTOR shall be governed by the laws and regulations of Flagler County and State Regulatory agencies.

(i) The CONTRACTOR hereby guarantees the CITY that all material, supplies, services, and equipment as listed on a Purchase Order meet the requirements, specifications, and standards as provided for under the Federal Occupations Safety and Health Act of 1970, from time to time amended and in force on the date hereof.

(j) No claim for services furnished by the CONTRACTOR not specifically provided for herein shall be honored by the CITY.

SECTION 7: CODES AND DESIGN STANDARDS.

(a) All the services to be provided or performed by the CONTRACTOR shall in the minimum be in conformance with commonly accepted industry and professional codes and standards, standards of the CITY, and the laws of any Federal, State, or local regulatory agencies.

(b) The CONTRACTOR shall be responsible for keeping apprised of any changing laws applicable to the services to be performed under this Contract.

SECTION 8: SUBCONTRACTORS.

(a) Any CONTRACTOR proposed subcontractor shall be submitted to the CITY for written approval prior to the CONTRACTOR entering into a subcontract. Subcontractor information shall include, but not be limited to, State registrations, business address, occupational license tax proof of payment, and insurance certifications.

(b) The CONTRACTOR shall coordinate the provision of services and work product of any CITY approved subcontractor and remain fully responsible for such services and work under the terms of this Contract.

(c) Any subcontract shall be in writing and shall incorporate this Contract and require the subcontractors to assume performance of the CONTRACTOR duties commensurately with the CONTRACTOR'S duties to the CITY under this Contract, it being understood that nothing herein shall in any way relieve the CONTRACTOR from any of its duties under this Contract. The CONTRACTOR shall provide the CITY with executed copies of all subcontracts.

SECTION 9: ASSIGNABILITY.

The CONTRACTOR shall not sublet, assign, or transfer any interest in this Contract, or claims for the money due or to become due out of this Contract to a bank, trust company, or other financial institution without written CITY approval. When approved by the CITY, written notice of such assignment or transfer shall be furnished promptly to the CITY.

SECTION 10: COMMENCEMENT / IMPLEMENTATION SCHEDULE OF CONTRACT.

(a) The CONTRACTOR shall commence the provision of services as described in this Contract immediately upon execution of this Contract.

(b) The CONTRACTOR and the CITY agree to make every effort to adhere to the schedules established for the various Work Orders as described in each Work Order. However, if the CONTRACTOR is delayed at any time in the provision of services by any act or omission of the CITY, or of any employee of the CITY, or by any other CONTRACTOR employed by the CITY, or by changes ordered by the CITY, or by strikes, lock outs, fire, unusual delay in transportation, unavoidable casualties, or any other causes of Force Majeure not resulting from the inactions or actions of the CONTRACTOR and beyond the CONTRACTOR'S control which would not reasonably be expected to occur in connection with or during performance or provision of the services, or by delay authorized by the CITY pending a decision, or by any cause which the CITY shall decide to justify the delay, the time of completion shall be extended for such reasonable time as the CITY may decide in its sole and absolute discretion. It is further expressly understood and agreed that the CONTRACTOR shall not be entitled to any damages or compensation, or be reimbursed for any losses on account of any delay or delays resulting from any of the aforesaid causes or any other cause whatsoever.

SECTION 11: LENGTH OF CONTRACT.

(a) The term of this Contract is for a three (3) year period commencing on the date of full execution of this Contract by the parties.

(b) The CONTRACTOR services shall begin upon written notification to proceed by the CITY.

(c) CONTRACTOR services shall be on a work order basis and may include matters such as serving as an expert witness.

(d) Subsequent to the conclusion of the initial three (3) year term, this Contract may be renewed annually, at the City's discretion, for a maximum of two (2) additional years. Should the CITY wish to not have this Contract renewed for any year, the CITY shall provide written notice to the CONTRACTOR ninety (90) days prior to the ending date.

SECTION 12: DESCRIPTION OF SERVICES.

- (a) The CONTRACTOR agrees to provide professional hydrogeological services. The Description of Services is further and more specifically outlined in Exhibit A.
- (b) The CONTRACTOR shall diligently and in a professional and timely manner perform and provide the services outlined herein or as included in each subsequently entered Work Order. Unless modified in writing by the parties hereto, the duties of the CONTRACTOR shall not be construed to exceed the provision of the services pertaining to this Contract.
- (c) The CITY and CONTRACTOR agree that there may be certain additional services required to be performed by the CONTRACTOR during the performance of the Work Orders that can not be defined sufficiently at the time of execution of this Contract. Such services shall be authorized in writing as a Change Order in accordance with Section 21. The Work Orders may contain additional instructions or provide specifications upon certain aspects of this Contract pertinent to the work to be undertaken. Such supplemental instructions or provisions shall not be construed as a modification of this Contract.

SECTION 13: CONTRACTOR RESPONSIBILITIES.

- (a) The CONTRACTOR shall be responsible for the professional quality, accepted standards, technical accuracy and the coordination of all services furnished by the CONTRACTOR under this Contract as well as the conduct of its staff, personnel, employees, and agents. The CONTRACTOR shall work closely with the CITY on all aspects of the provision of the services. With respect to services, the CONTRACTOR shall be responsible for the professional quality, technical accuracy, competence, methodology, accuracy, and the coordination of all of the following which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by the CONTRACTOR under this Contract. The CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in his plans, analysis, data, reports, designs, specifications, and any and all other services of whatever type or nature.
- (b) The CONTRACTOR shall furnish a Contractor Designated Representative to administer, review, and coordinate the provision of services under this Contract and each Work Order.
- (c) Neither CITY review, approval, or acceptance of, nor payment for, any of the services required under this Contract shall be construed to operate as a waiver of any rights or of any cause of action arising out of the performance of this Contract. The CONTRACTOR shall be and shall remain liable to the CITY in accordance with applicable law for all damages to the CITY caused by the CONTRACTOR'S negligent or improper performance or failure to perform any of the services furnished under this Contract.
- (d) The rights and remedies of the CONTRACTOR, provided for under this Contract, are in addition to any other rights and remedies provided by law.

(e) In the event the CONTRACTOR fails to comply with the terms and conditions of this Contract, the CITY shall notify the Contractor's Designated Representative in writing so that the CONTRACTOR may take remedial action.

(f) Time is of the essence in the performance of all services provided by the CONTRACTOR under the terms of this Contract and each and every Work Order.

(g) CONTRACTOR shall not hire/employ any independent contractors during the term of this Contract without the express written approval of the City.

SECTION 14: CITY RIGHTS AND RESPONSIBILITIES.

(a) The CITY shall reasonably cooperate with the CONTRACTOR in a timely fashion at no cost to the CONTRACTOR as set forth in this Section.

(b) The CITY shall furnish a City Designated Representative to administer, review, and coordinate the provision of services under each Work Order.

(c) The CITY shall make CITY personnel available where, in the CITY'S opinion, they are required and necessary to assist the CONTRACTOR. The availability and necessity of said personnel to assist the CONTRACTOR shall be determined solely at the discretion of the CITY.

(d) The CITY shall furnish the CONTRACTOR with existing data, records, maps, plans, specifications, reports, fiscal data, and other engineering information that is available in the CITY'S files that is necessary or useful to the CONTRACTOR for the performance of the Work. All such documents conveyed by the CITY shall be, and remain the property of, the CITY and shall be returned to the CITY upon completion of the Work to be performed by the CONTRACTOR.

(e) The CITY shall examine all CONTRACTOR reports, sketches, drawing, estimates, Qualifications, and other documents presented to the CITY and indicate the CITY'S approval or disapproval within a reasonable time so as not to materially delay the provisions of the services of the CONTRACTOR.

(f) The CITY shall provide access to and make provisions for the CONTRACTOR to enter upon public and private lands as required for the CONTRACTOR within a reasonable time to perform work as necessary to complete the Work Order.

(g) The CITY shall transmit instructions, relevant information, and provide interpretation and definition of CITY policies and decisions with respect to any and all materials and other matters pertinent to the services covered by this Contract.

(h) The CITY shall give written notice to the CONTRACTOR whenever the City Designated Representative knows of a development that affects the services provided and performed under this Contract, timing of the CONTRACTOR'S provision of services, or a defect or change necessary in the services of the CONTRACTOR.

(i) The rights and remedies of the CITY provided for under this Contract are in addition to any other rights and remedies provided by law; the CITY may assert its right of recovery by any appropriate means including, but not limited to, set-off, suit, withholding, recoupment, or counterclaim, either during or after performance of this Contract.

(j) The CITY shall be entitled to recover any and all legal costs including, but not limited to, attorney fees and other legal costs that it may incur in any legal actions it may pursue in the enforcement of the terms and conditions of this Contract or the responsibilities of the CONTRACTOR in carrying out the duties and responsibilities deriving from this Contract.

(k) The failure of the CITY to insist in any instance upon the strict performance of any provision of this Contract, or to exercise any right or privilege granted to the CITY hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

(l) Neither the CITY'S review, approval or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Contract nor or any cause of action arising out of the performance of this Contract and the CONTRACTOR shall be and always remain liable to the CITY in accordance with applicable law for any and all damages to the CITY caused by the CONTRACTOR'S negligent or wrongful provision or performance of any of the services furnished under this Contract.

(m) All deliverable analysis, reference data, survey data, plans and reports, or any other form of written instrument or document that may result from the Consultant's services or have been created during the course of the CONTRACTOR'S performance under this Contract shall become the property of the CITY after final payment is made to the CONTRACTOR.

(n) In the event the CITY fails to comply with the terms and conditions of this Contract, the CONTRACTOR shall notify the City's Designated Representative in writing so that the CITY may take remedial action.

SECTION 15: WAIVER.

The failure of the CITY to insist in any instance upon the strict performance of any provision of this Contract, or to exercise any right or privilege granted to the CITY hereunder, shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

SECTION 16: FORCE MAJEURE.

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by Force Majeure.

SECTION 17: STANDARDS OF CONDUCT.

- (a) The Contractor warrants that it has not employed or retained any company or person, other than a Bona Fide employee working solely for the Contractor, to solicit or secure this Contract and that the Contractor has not paid or agreed to pay any person, company, corporation, individual, or firm other than a Bona Fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of making this Contract.
- (b) If the CITY determines that any employee or representative of the CONTRACTOR is not satisfactorily performing his or her assigned duties or is demonstrating improper conduct pursuant to any assignment or work performed under this Contract, the CITY shall so notify the CONTRACTOR, in writing. The CONTRACTOR shall immediately remove such employee or representative of the CONTRACTOR from such assignment.
- (c) The CONTRACTOR hereby certifies (in writing) that no undisclosed conflict of interest exists with respect to the Contract, including, but not limited to, any conflicts that may be due to representation of other clients, customers or vendees, other contractual relationships of the CONTRACTOR, or any interest in property that the CONTRACTOR may have. The CONTRACTOR further certifies that any conflict of interest that arises during the term of this Contract shall be immediately disclosed in writing to the CITY. Violation of this Section shall be considered as justification for immediate termination of this Contract.
- (d) The CONTRACTOR shall not engage in any action that would create a conflict of interest for any CITY employee or other person during the course of performance of, or otherwise related to, this Contract or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.
- (e) The CITY shall not intentionally award publicly-funded contracts to any CONTRACTOR who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) Section 274A(e) of the Immigration and Nationality Act (INA)]. The CITY shall consider the employment by the CONTRACTOR of unauthorized aliens, a violation of Section 274A (e) of the INA. Such violation by the CONTRACTOR of the employment provisions contained in Section 274A (e) of the INA shall be grounds for immediate termination of this Contract by the CITY.
- (f) The CONTRACTOR shall comply with the requirements of the Americans with Disabilities Act (ADA), and any and all related Federal or State laws which prohibits discrimination by public and private entities on the basis of disability.
- (g) The CONTRACTOR shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Contract or violate any laws pertaining to civil rights, equal protection, or discrimination.
- (h) If the CONTRACTOR or an affiliate is placed on a discriminatory vendor list, such action may result in termination by the City. The CONTRACTOR shall certify, upon request by the CITY that it is qualified to submit a bid under Section 287.134, Discrimination, (2) (c), Florida Statutes.

- (i) If the CONTRACTOR or an affiliate is placed on the convicted vendor list following a conviction for a public entity crime, such action may result in termination by the CITY. The CONTRACTOR shall certify, upon request by the CITY, that is qualified to submit a bid under Section 287.133, Public Entity Crime, (2)(a), Florida Statutes.
- (j) The CONTRACTOR shall certify, upon request by the CITY, that the CONTRACTOR maintains a drug free workplace policy in accordance with Section 287.0878, Florida Statutes. Failure to submit this certification may result in termination.
- (k) The CONTRACTOR agrees to comply with Federal, State, and local environmental, health, and safety laws and regulations applicable to the services provided to the City. The CONTRACTOR agrees that any program or initiative involving the work that could adversely affect any personnel involved, citizens, residents, users, neighbors or the surrounding environment shall ensure compliance with any and all employment safety, environmental and health laws.
- (l) If applicable, in accordance with Section 216.347, Florida Statutes, the CONTRACTOR shall not use funds provided by this Contract for the purpose of lobbying the Legislature, the Judicial Branch, or State Agency.
- (m) The CONTRACTOR shall not publish any documents or release information regarding this Contract to the media without prior approval of the CITY.
- (n) The CONTRACTOR shall ensure that all services are provided to the CITY after the CONTRACTOR has obtained, at its sole and exclusive expense, any and all permits, licenses, permissions, approvals or similar consents.
- (o) The CONTRACTOR shall ensure that all taxes due from the CONTRACTOR are paid in a timely and complete manner including, but not limited to, occupational license tax.

SECTION 18: NOTICES.

- (a) Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section.
- (b) For the present, the parties designate the following as the representative places for giving of notice, to-wit:

- (1) For the City:

City Manager
City of Palm Coast
160 Cypress Point Parkway, Suite B-106
Palm Coast, Florida 32164

(2) For the Contractor:

Gary E. Eichler
Vice President
19505 NW 184th Terrace
High Springs, Florida 32643
561-479-8031
geichler@ix.netcom.com

(c) Written notice requirements of this Contract shall be strictly construed and such requirements are a condition precedent to pursuing any rights or remedies hereunder. The CONTRACTOR agrees not to claim any waiver by CITY of such notice requirements based upon CITY having actual knowledge, implied, verbal or constructive notice, lack of prejudice, or any other grounds as a substitute for the failure of the CONTRACTOR to comply with the express written notice requirements herein. Computer notification (e-mails and message boards) shall not constitute proper written notice under the terms of the Contract.

SECTION 19: DESIGNATED REPRESENTATIVES.

(a) The City Manager, or his designated representative, represents the CITY in all matters pertaining to and arising from the work and the performance of this Contract.

(b) The City Manager or his designated representative shall have the following responsibilities:

(1) Examination of all work and rendering, in writing, decisions indicating the CITY'S approval or disapproval within a reasonable time so as not to materially delay the work of the CONTRACTOR;

(2) Transmission of instructions, receipt of information, and interpretation and definition of CITY'S policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Contract;

(3) Giving prompt written notice to the CONTRACTOR whenever the CITY knows of a defect or change necessary in the project; and

(c) Until further written notice, the City's Designated Representative for this Contract is:

City Manager
City of Palm Coast
160 Cypress Point Parkway, Suite B-106
Palm Coast, Florida 32164
Telephone Number: (386) 986-3700

(d) Prior to start of any work under this Contract, the CONTRACTOR shall submit to the CITY detailed resumes of key professional personnel that will be involved in performing services described in the work. The CITY hereby acknowledges its acceptance of such personnel to perform services under this Contract. At any time hereafter that the CONTRACTOR desires to change key professional personnel in an active assignment, it shall submit the Qualifications of the new professional personnel to

the CITY for prior approval. Key professional personnel shall include the principal-in-charge, project managers, and others interfacing with CITY personnel.

- (e) Until further written notice, the Contractor's Designated Representative for this Contract is:

Gary E. Eichler
Vice President
19505 NW 184th Terrace
High Springs, Florida 32643
561-479-8031
geichler@ix.netcom.com

SECTION 20: WORK ORDERS.

- (a) The provision of services to be performed under this Contract may commence immediately upon the execution of this Contract or a Work Order as directed and determined by the CITY. Services to be provided by the CONTRACTOR to the CITY shall be negotiated between the CONTRACTOR and the CITY. Each Work Order shall reference this Contract by title and date, include a detailed description of quantities, services, and a completion schedule, and will be provided on CONTRACTOR letterhead. Services described in said Work Order will commence upon the issuance of a CITY Notice-To-Proceed.
- (b) If the services required to be performed by a Work Order is clearly defined, the Work Order shall be issued on a "Fixed Fee" basis. The CONTRACTOR shall perform all services required by the Work Order but in no event shall the CONTRACTOR be paid more than the negotiated Fixed Fee amount stated therein.
- (c) The CONTRACTOR and the CITY agree to make every effort to adhere to the schedule established for the various Work Orders described in the Work Order.
- (d) If the services are not clearly defined, the Work Order may be issued on a "Time Basis Method" and contain a Not-to-Exceed amount. If a Not-to-Exceed amount is provided, the CONTRACTOR shall perform all work required by the Work Order; but in no event shall the CONTRACTOR be paid more than the Not-to-Exceed amount specified in the applicable Work Order.
- (e) For Work Orders issued on a "Fixed Fee Basis," the CONTRACTOR may invoice the amount due based on the percentage of total Work Order services actually performed and completed; but in no event shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.
- (f) For Work Orders issued on a "Time Basis Method" with a Not-to-Exceed amount, the CONTRACTOR may invoice the amount due for actual work hours performed; but in no event shall the invoice amount exceed a percentage of the Not-to-Exceed amount equal to a percentage of the total services actually completed.

(g) Each Work Order issued on a "Fixed Fee Basis" or "Time Basis Method" with a Not-to-Exceed amount shall be treated separately for retainage purposes. If the CITY determines that work is substantially complete and the amount retained, if any, is considered to be in excess, the CITY may, at its sole and absolute discretion, release the retainage or any portion thereof.

(h) For Work Orders issued on a "Time Basis Method" with a Limitation of Funds amount, the CONTRACTOR may invoice the amount due for services actually performed and completed. The CITY shall pay the CONTRACTOR one hundred percent (100%) of the approved amount on Work Orders issued on a "Time Basis Method" with a Limitation of Funds amount.

SECTION 21: CHANGE ORDERS.

(a) The CITY may revise the Description of Services set forth in any particular Work Order.

(b) Revisions to any Work Order shall be authorized in writing by the CITY as a Change Order. Each Change Order shall include a schedule of completion for the services authorized. Change Orders shall identify this Contract and the appropriate Work Order number. The Change Orders may contain additional instructions or provisions specific upon certain aspects of this Contract pertinent to the services to be provided. Such supplemental instructions or provisions shall not be construed as a modification of this Contract. An Contract between the parties on and execution of any Change Order shall constitute a final settlement and a full accord and satisfaction of all matters relating to the change and to the impact of the change on unchanged goods and/or work, including all direct and indirect costs of whatever nature, and all adjustments to the CONTRACTOR schedule.

(c) If instructed by the CITY, the CONTRACTOR shall change or revise work that has been performed, and if such work is not required as a result of error, omission or negligence of the CONTRACTOR, the CONTRACTOR may be entitled to additional compensation. The CONTRACTOR must submit for CITY approval a revised Qualification with a revised fee quotation. Additional compensation, if any, shall be agreed upon before commencement of any such additional work and shall be incorporated into the work by Change Order to the Work Order.

SECTION 22: COMPENSATION.

(a) Compensation to the CONTRACTOR for the services performed on each Work Order shall be as set forth the Work Order/Change Order.

(b) The CITY shall not pay for reimbursable items such as gas, tolls, mileage, meals, etc. and other items not directly attributable to items produced for each Work Order.

(c) Work performed by the CONTRACTOR without written approval by the City's Designated Representative shall not be compensated. Any work performed by the CONTRACTOR without approval by the CITY is performed at the CONTRACTOR'S own election.

(d) In the event the CITY fails to provide compensation under the terms and conditions of this Contract, the CONTRACTOR shall notify the City's Designated Representative in order that the CITY may take remedial action.

(e) Pricing has been calculated based on the current prices for the goods and/or services that are the subject of. However, the market for the goods and/or services that pertain to this Contract may be volatile on the basis of fuel costs and sudden and substantial price increases could occur. The CONTRACTOR agrees to use its best efforts to obtain the lowest possible prices from fuel suppliers, but should there be a substantial and prejudicial increase in fuel prices for fuel that is purchased after execution of this Contract which fuel prices directly and materially relate to the pricing of the goods and/or services provided for in this Contract, the CITY agrees, upon written request from the CONTRACTOR, to consider a reasonable adjustment to the prices set forth in this Contract based upon the following index: Engineering News Record, Construction Cost Index, etc.. Any claim by the CONTRACTOR for a price increase, as provided above, shall state, with specificity, the increased cost, the product in question, and the source of supply, and shall be supported by invoices or bills of sale and such other information as may be required by the CITY. Only one (1) such request from the CONTRACTOR will be considered in each calendar year period. The decision of the CITY shall be final and non-appealable.

(f) Expiration of the term of this Contract shall have no effect upon purchase orders/work orders issued pursuant to this Contract and prior to the expiration date.

SECTION 23: INVOICE PROCESS.

(a) Payments shall be made by the CITY to the CONTRACTOR when requested as work progresses for services furnished, but not more than once monthly. Each Work Order shall be invoiced separately. The CONTRACTOR shall render to the CITY, at the close of each calendar month, an itemized invoice properly dated, describing all services rendered, the cost of the services, the name and address of the CONTRACTOR, Work Order Number, Contract Number and all other information required by this Contract.

(b) Invoices which are in an acceptable form to the CITY and without disputable items will be processed for payment within thirty days of receipt by the CITY.

(c) The CONTRACTOR will be notified of any disputable items contained in invoices submitted by the CONTRACTOR within fifteen days of receipt by the CITY with an explanation of the deficiencies.

(d) The CITY and the CONTRACTOR will make every effort to resolve all disputable items contained in the CONTRACTOR'S invoices.

(e) Each invoice shall reference this Contract, the appropriate Work Order and Change Order, if applicable, and the billing period.

(f) The Florida Prompt Payment Act shall apply when applicable.

(g) Invoices are to be forwarded directly to:

Finance Director
City Hall
City of Palm Coast
160 Cypress Point Parkway, Suite B-106
Palm Coast, Florida 32164

SECTION 24: TERMINATION OF CONTRACT.

(a) The CITY may terminate this Contract or any Work Order for convenience at any time for one or more of the reasons as follows:

(1) If, in the CITY'S opinion, adequate progress under a Work Order is not being made by the CONTRACTOR; or

(2) If, in the CITY'S opinion, the quality of the services provided by the CONTRACTOR is/are not in conformance with commonly accepted professional standards, standards of the CITY, the requirements of Federal or State regulatory agencies, and the CONTRACTOR has not corrected such deficiencies in a timely manner as reasonably determined by the CITY; or

(3) The CONTRACTOR or any employee or agent of the CONTRACTOR is indicted or has a direct charge issued against him for any crime arising out of or in conjunction with any work that has been performed by the CONTRACTOR; or

(4) The CONTRACTOR becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or

(5) The CONTRACTOR violates the Standards of Conduct provisions herein or any provision of State or local law or any provision of the City Code of Conduct.

(b) In the event of any of the causes described in this Section, the City's Designated Representative may send a certified letter requesting that the CONTRACTOR show cause why the Contract or any Work Order should not be terminated. If assurance satisfactory to the CITY of corrective measures to be made within a reasonable time is not given to the CITY within fourteen calendar days of the receipt of the letter, the CITY may consider the CONTRACTOR to be in default, and may immediately terminate this Contract or any Work Order in progress under this Contract.

(c) In the event that this Contract or a Work Order is terminated for cause and it is later determined that the cause does not exist, then this Contract or the Work Order shall be deemed terminated for convenience by the CITY and the CITY shall have the right to so terminate this Contract without any recourse by the CONTRACTOR.

SECTION 25: TERMINATION BY CONTRACTOR FOR CAUSE.

(a) The CONTRACTOR may terminate this Contract if:

(1) The CITY materially fails to meet its obligations and responsibilities as contained in Section 14; City Rights and Responsibilities; or

(2) The CITY fails to pay the CONTRACTOR in accordance with this Contract.

(b) In the event of either of the causes described in Subsection (a), the CONTRACTOR shall send a certified letter requesting that the CITY show cause why the Contract should not be terminated. If adequate assurances are not given to the CONTRACTOR within fourteen calendar days of the receipt of said show cause notice, the CONTRACTOR may consider the CITY to be in default, and may immediately terminate this Contract.

SECTION 26: TERMINATION BY THE CITY WITHOUT CAUSE.

(a) Notwithstanding any other provision of this Contract, the CITY shall have the right at any time to terminate this Contract in its entirety without cause, or terminate any specific Work Order without cause, if such termination is deemed by the CITY to be in the public interest, provided that thirty calendar days prior written notice is given to the CONTRACTOR of the CITY'S intent to terminate.

(b) In the event that this Contract is terminated, the CITY shall identify any specific Work Order(s) being terminated and the specific Work Order(s) to be continued to completion pursuant to the provisions of this Contract.

(c) This Contract will remain in full force and effect as to all authorized Purchase Order(s)/Work Order(s) that is/are to be continued to completion.

SECTION 27: PAYMENT IN THE EVENT OF TERMINATION.

In the event this Contract or any Work Order is terminated or canceled prior to final completion payment for the unpaid portion of the services provided by the CONTRACTOR to the date of termination and any additional services shall be paid to the CONTRACTOR.

SECTION 28: ACTION FOLLOWING TERMINATION.

Upon receipt of notice of termination, given by either party, the terminated party shall promptly discontinue the provision of all services, unless the notice provides otherwise.

SECTION 29: SUSPENSION.

(a) The performance or provision of the CONTRACTOR services under any Work Order under this Contract may be suspended by the CITY at any time.

(b) In the event the CITY suspends the performance or provision of the CONTRACTOR'S services hereunder, the CITY shall so notify the CONTRACTOR in writing. Such suspension becoming effective upon the date stated in the notice. The CITY shall pay to the CONTRACTOR within thirty days all compensation which has become due to and payable to the CONTRACTOR to the effective date of such

suspension. The CITY shall thereafter have no further obligation for payment to the CONTRACTOR for the suspended provision of services unless and until the City's designated representative notifies the CONTRACTOR in writing that the provision of the services of the CONTRACTOR called for hereunder are to be resumed by the CONTRACTOR.

(c) Upon receipt of written notice from the CITY that the CONTRACTOR'S provision of services hereunder are to be resumed, the CONTRACTOR shall continue to provide the services to the CITY.

SECTION 30: ALTERNATIVE DISPUTE RESOLUTION (ADR).

(a) In the event of a dispute related to any performance or payment obligation arising under this Contract, the parties agree to exhaust any alternative dispute resolution procedures reasonably imposed by the CITY prior to filing suit or otherwise pursuing legal remedies.

(b) The CONTRACTOR agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration to the CITY in alternative dispute resolution procedures or which the CONTRACTOR had knowledge and failed to present during the CITY procedures.

(c) In the event that CITY procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

SECTION 31: SEVERABILITY.

(a) If any term, provision or condition contained in this Contract shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable, shall not be affected thereby, and each term, provision, and condition of this Contract shall be valid and enforceable to the fullest extent permitted by law when consistent with equity and the public interest.

(b) All provisions of this Contract shall be read and applied in Pari Materia with all other provisions hereof.

(c) Violation of this Contract by the CONTRACTOR is recognized by the parties to constitute irreparable harm to the CITY.

SECTION 32: CONTROLLING LAWS/VENUE / INTERPRETATION.

(a) This Contract is to be governed by the laws of the State of Florida.

(b) Venue for any legal proceeding related to this Contract shall be in the Seventh Judicial Circuit Court in and for Flagler County, Florida.

(c) This Contract is the result of bona fide arms length negotiations between the CITY and the CONTRACTOR and all parties have contributed substantially and materially to the preparation of the Contract. Accordingly, this Contract shall not be construed or interpreted more strictly against any one party than against any other party.

SECTION 33: INDEMNITY.

(a) CONTRACTOR shall indemnify and hold harmless the City, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of the Contract.

(b) Nothing herein shall be deemed to affect the rights, privileges, and immunities of the CITY as set forth in Section 768.28, Florida Statutes.

(c) In claims against any person or entity indemnified under this Section by an employee of the CONTRACTOR or its agents or subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or its agents or subcontractors, under Workers Compensation acts, disability benefits acts, or other employee benefit acts.

(d) The execution of this Contract by the CONTRACTOR shall obligate the CONTRACTOR to comply with the indemnification provision in this Contract; however, the CONTRACTOR must also comply with the provisions of this Contract relating to insurance coverages.

(e) The CITY acknowledges and agrees that this contract is subject to section 558.0035, Florida Statutes which provides that individual design professionals employed by the engineer or an agent of the engineer may not be individually liable for economic damages resulting from negligence occurring within the course and scope of professional services performed in accordance with the terms and conditions of this agreement provided certain statutory conditions are satisfied.

SECTION 34: INSURANCE.

(a) The CONTRACTOR shall obtain or possess and continuously maintain the following insurance coverage, from a company or companies, with a Best Rating of A- or better, authorized to do business in the State of Florida and in a form acceptable to the CITY and with only such terms and conditions as may be acceptable to the CITY:

(1) Workers Compensation/Employer Liability: The CONTRACTOR shall provide Worker Compensation insurance for all employees engaged in the work under this Contract in accordance with the laws of the State of Florida. Employers' Liability Insurance at limits not less than the following:

\$500,000 Each Accident
\$500,000 Disease Each Employee
\$500,000 Disease (Policy Limit)

(2) Comprehensive General Liability: The CONTRACTOR shall provide coverage for all operations including, but not limited to, contractual, independent CONTRACTOR, products and complete operations and personal injury with limits not less than the following:

\$1,000,000 Bodily Injury & Property Damage - each occurrence
\$2,000,000 General Aggregate

(3) Comprehensive Business Automobile Liability: The CONTRACTOR shall provide complete coverage with a combined single limit of not less than \$1,000,000 Bodily Injury and Property Damage in accordance with the laws of the State of Florida, as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles.

(4) Professional Liability: The Contractor shall provide professional liability insurance as well as errors and omission insurance in a minimum amount of \$1,000,000 CSL or its equivalent, with a combined single limit of not less than \$1,000,000, protecting the Contractor against claims of the City for negligence, errors, mistakes, or omissions in the performance of services to be performed and furnished by the Contractor.

(5) Other Required Insurance Coverage: Where unusual operations are necessary to complete the work, such as use of aircraft or watercraft, use of explosives, and any high risk circumstances. No aircraft, watercraft or explosives shall be used without the express advance written approval of the CITY which may, thereupon, required additional insurance coverage's.

(b) All insurance other than Workers Compensation and Professional Liability that must be maintained by the CONTRACTOR shall specifically include the CITY as an additional insured. All insurance minimum coverage's extend to any subcontractor, and the CONTRACTOR shall be responsible for all subcontractors.

(c) The CONTRACTOR shall provide Certificates of Insurance to the CITY evidencing that all such insurance is in effect prior to the issuance of the first Work Order under this Contract. These Certificates of Insurance shall become part of this Contract. Neither approval by the CITY nor failure to disapprove the insurance furnished by a CONTRACTOR shall relieve the CONTRACTOR of the CONTRACTOR'S full responsibility for performance of any obligation including the CONTRACTOR'S indemnification of the CITY under this Contract. If, during the period which an insurance company is providing the insurance coverage required by this Contract, an insurance company shall: (1) lose its Certificate of Authority, (2) no longer comply with Section 440.57, Florida Statutes, or (3) fail to maintain the requisite Best's Rating and Financial Size Category, the CONTRACTOR shall, as soon as the CONTRACTOR has knowledge of any such circumstance, immediately notify the CITY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Contract. Until such time as the CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to the CITY, the CONTRACTOR shall be deemed to be in default of this Contract.

(d) The insurance coverage shall contain a provision that requires that prior to any changes in the coverage, except increases in aggregate coverage, thirty days prior notice will be given to the City by submission of a new Certificate of Insurance.

(g) The CONTRACTOR shall provide Certificate of Insurance directly to the City's Designated Representative. The certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount, and classification required by this Contract.

(f) Nothing in this Contract or any action relating to this Contract shall be construed as the CITY waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes.

(g) The CITY shall not be obligated or liable under the terms of this Contract to any party other than the CONTRACTOR. There are no third party beneficiaries to this Contract.

(h) The CONTRACTOR is an independent Contractor and not an agent, representative, or employee of the CITY. The CITY shall have no liability except as specifically provided in this Contract.

(i) All insurance shall be primary to, and not contribute with, any insurance or self-insurance maintained by the CITY.

SECTION 35: EQUAL OPPORTUNITY EMPLOYMENT/NON-DISCRIMINATION.

The CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this Contract because of race, color, religion, sex, age, national origin, or disability and shall take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or their forms or compensation; and selection for training, including apprenticeship. The CONTRACTOR, moreover, shall comply with all the requirements as imposed by the Americans with Disability Act, the regulations of the Federal government issued thereunder, and any and all requirements of Federal or State law related thereto.

SECTION 36: ACCESS TO RECORDS/AUDIT/PUBLIC RECORDS.

(a) The CONTRACTOR shall maintain books, records, documents, time and costs accounts, and other evidence directly related to its provision or performance of services under this Contract. All time records and cost data shall be maintained in accordance with generally accepted accounting principles.

(b) The CONTRACTOR shall maintain and allow access to the records required under this Section for a minimum period of five years after the completion of the provision or performance services under this Contract and date of final payment for said services, or date of termination of this Contract.

(c) The City reserves the right to unilaterally terminate this Contract if the CONTRACTOR refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of Chapter 119, Florida Statutes, and other applicable law, and made or received by the CONTRACTOR in conjunction, in any way, with this Contract.

(d) The CITY may perform, or cause to have performed, an audit of the records of the CONTRACTOR before or after final payment to support final payment under any Work Order issued hereunder. This audit shall be performed at a time mutually agreeable to the CONTRACTOR and the CITY subsequent to the close of the final fiscal period in which services are provided or performed. Total compensation to the CONTRACTOR may be determined subsequent to an audit as provided for in this Section, and the total compensation so determined shall be used to calculate final payment to the CONTRACTOR. Conduct of this audit shall not delay final payment as required by this Section.

(e) In addition to the above, if Federal, State, County, or other entity funds are used for any services under this Contract, the Comptroller General of the United States or the Chief Financial Officer of the State of Florida, City of Palm Coast, or the County of Flagler, or any representative, shall have access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to services provided or performed under this Contract for purposes of making audit, examination, excerpts, and transcriptions.

(f) In the event of any audit or inspection conducted reveals any overpayment by the CITY under the terms of the Contract, the CONTRACTOR shall refund such overpayment to the CITY within thirty days of notice by the CITY of the request for the refund.

(g) The CONTRACTOR agrees to fully comply with all State laws relating to public records.

(h) The CONTRACTOR agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

SECTION 37: COUNTERPARTS.

This Contract may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

SECTION 38: SUBMITTALS.

The following are items the CONTRACTOR must submit to the CITY as stated in this Contract:

- 1 Description of Services; Section 12.
- 2 Worker compensation insurance for all employees; Section 34, Paragraph (a) (1)
- 3 Certificates of Liability Insurance; Section 34, Paragraph (c)
- 4 American with Disabilities Act; Section 17, Paragraph (f)
- 5 Price Schedule
- 6 Business Tax Receipt (If applicable)

This Contract describes each item listed above in detail. All provided to the CITY must be accurate and updated certifying the CONTRACTOR is proceeding correctly.

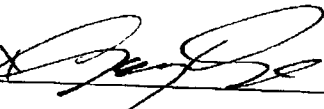
SECTION 39: EXHIBITS.

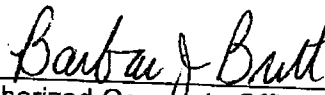
Each Exhibit referred to and attached to this Contract is an essential part of this Contract. The Exhibits and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Contract.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on the respective dates under each signature.

ATTEST/WITNESS:

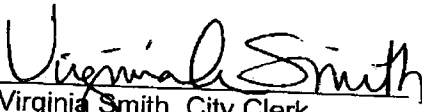
CONNECT CONSULTING, INC.

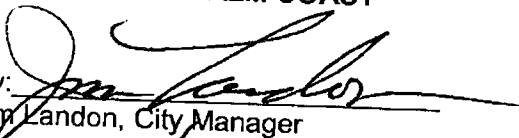
By: 
Date: 4/20/2015

By: X 
Authorized Corporate Officer
Date: 4-20-2015


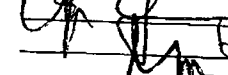
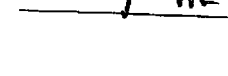

ATTEST:

CITY OF PALM COAST

By: 
Virginia Smith, City Clerk
Date: 4/28/15

By: 
Jim Landon, City Manager
Date: 4/28/15

Approved by (Signature and date):

 4/18/15
 4/18/15
 4/28/15
 4/1/15

Responsible Department Director
City Finance
PCMD
City Attorney

EXHIBIT A

Description/Scope of Services

The City requires professional hydrogeological services related to water supply planning and development, Water/Consumptive Use Permitting, monitoring data evaluation, permit compliance monitoring and any other related assignments that the City requests. Also included under this contract are professional hydrogeological and construction oversight services and turn-key design/construction services to permit, design/construct, and/or repair and test new and existing wells and associated well head appurtenances and pumps. Professional services may include, but shall not be limited to, the following areas:

1. Water Supply
 - A. Water source development
 - B. Supply and monitoring well design and construction
 - C. Supply well, aquifer performance tests
 - D. Water quality analysis and evaluation
 - E. Potable and Non-Potable ASR
 - F. Supply well repairs and rehabilitation (for both confined surficial, gravel pack screen wells and open hole, upper Floridan wells)

2. General Utility
 - A. Emergency well field power
 - B. Ordinance review and development
 - C. Grants and other financial opportunities related to water supply

3. Permitting
 - A. Consumptive Use Permit
 - B. DEP Operating Permits
 - C. SJRWMD Permitting
 - D. Reuse Permitting
 - E. ASR/DIW permitting
 - F. Operation and Maintenance Performance Reports
 - G. County/local Permitting

4. Construction Administration
 - A. Pre-construction conferences
 - B. Shop drawing reviews
 - C. Change Order development
 - D. Testing process
 - E. Construction observation
 - F. Certification process
 - G. Record Drawing development

Work will be awarded on a project by project basis consistent with the CCNA provisions that may include any or all of the previously stated services not specifically mentioned. Proposers may hire sub-consultants to be used for portions of the required services; however, the proposer

shall be responsible for all the work performed. The contract amount for services on any single project or task order will not exceed the limit set forth by Statute, and will comply with CCNA provisions relating to continuing contracts and will strictly follow the City Purchasing Policy. All agreement(s) shall be governed by and construed in accordance with the laws of the State of Florida

EXHIBIT B
Certificate of Liability



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/20/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Michael J Hall & Company A&E Professional Insurance Program Inc 19660 10th Ave NE Poulsbo WA 98370		CONTACT NAME: Michael J Hall & Company	
		PHONE (A/C, No, Ext): 360-598-3700	FAX (A/C, No):
		E-MAIL ADDRESS: certificates@hallandcompany.com	
		INSURER(S) AFFORDING COVERAGE	
INSURED Connect Consulting Inc 19505 NW 184th Terrace High Springs FL 32643	467	INSURER A: Hartford Casualty Insurance Company	NAIC # 29424
		INSURER B: The Travelers Indemnity Company of	25682
		INSURER C: Travelers Property Casualty Compan	25674
		INSURER D: Underwriters at Lloyd's, London	15792
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 1082103893 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR / WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> OCP/XCU/BFPD <input checked="" type="checkbox"/> Separation Insds GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		52SBMNL0852	9/28/2014	9/28/2015	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COM/OP AGG \$4,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		BA9715R297	9/28/2014	9/28/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000		52SBMNL0852	9/28/2014	9/28/2015	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	UB7603Y312	9/28/2014	9/28/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liab: Claims Made		1125353093/014	9/28/2014	9/28/2015	\$1,000,000 Per Claim \$1,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate Holder(s) is/are an Additional Insured on the Commercial General Liability and Auto Liability when required by written contract or agreement regarding activities by or on behalf of the Named Insured. The Commercial General Liability insurance is primary insurance and subrogation applies to the Commercial General Liability, Auto Liability, Umbrella / Excess Liability and Workers Compensation / Employers Liability in favor of the Additional Insured.

CERTIFICATE HOLDER City of Palm Coast, FL 160 Cypress Point Parkway #B-106 Palm Coast FL 32164	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Chelby Z. Johnson</i>
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BUSINESS LIABILITY COVERAGE FORM

- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
- b. Real Estate Manager**
Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
- c. Temporary Custodians Of Your Property**
Any person or organization having proper temporary custody of your property if you die, but only:
- (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
- d. Legal Representative If You Die**
Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.
- e. Unnamed Subsidiary**
Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.
The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.
- 3. Newly Acquired Or Formed Organization**
Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
- b. Coverage under this provision does not apply to:
- (1) "Bodily injury" or "property damage" that occurred; or
 - (2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
- 4. Operator Of Mobile Equipment**
With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:
- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
 - b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.
- 5. Operator of Nonowned Watercraft**
With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:
- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
 - b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.
- * **6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit**
The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written



BUSINESS LIABILITY COVERAGE FORM

- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
- (a) In connection with your premises; or
 - (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:
- This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

- (1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

- (1) Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
- (a) In the performance of your ongoing operations;
 - (b) In connection with your premises owned by or rented to you; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if
 - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

BUSINESS LIABILITY COVERAGE FORM

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs a. and b. apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO COVERAGE PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. PERSONAL EFFECTS COVERAGE

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by adding the following:

Personal Effects Coverage

We will pay up to \$400 for "loss" to wearing apparel and other personal effects which are:

- (1) owned by an "insured"; and
- (2) in or on your covered "auto";

in the event of a total theft "loss" of your covered "auto".

No deductibles apply to Personal Effects Coverage.

B. AUTO LOAN LEASE GAP COVERAGE

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by adding the following:

Auto Loan Lease Gap Coverage for Private Passenger Type Vehicles

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the Schedule or Declarations for which Physical Damage Coverage is provided, we will pay any unpaid amount due on the lease or loan for such covered "auto" less the following:

- (1) The amount paid under the Physical Damage Coverage Section of the policy for that "auto"; and
- (2) Any:
 - (a) Overdue lease/loan payments at the time of the "loss";
 - (b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (c) Security deposits not returned by the lessor;
 - (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or

Disability Insurance purchased with the loan or lease; and

- (e) Carry-over balances from previous loans or leases.

C. COVERAGE EXTENSION – AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT NOT DESIGNED SOLELY FOR THE PRODUCTION OF SOUND

SECTION III – PHYSICAL DAMAGE COVERAGE, B. Exclusions, exception paragraph a. to exclusions 4.c & 4.d is deleted and replaced with the following:

- a. Equipment and accessories used with such equipment, except tapes, records or discs, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or

D. WAIVER OF DEDUCTIBLE – GLASS

SECTION III – PHYSICAL DAMAGE COVERAGE, D. Deductible is amended by adding the following:

No deductible applies under Specified Causes of Loss or Comprehensive coverage for "loss" to glass used in the windshield.

E. HIRED AUTO PHYSICAL DAMAGE COVERAGE

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by adding the following:

Hired Auto Physical Damage Coverage Extension

If hired "autos" are covered "autos" for Liability Coverage and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – PRIMARY AND
NON-CONTRIBUTORY WITH OTHER INSURANCE**

This endorsement modifies insurance provided by the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

**SCHEDULED PERSONS OR ORGANIZATIONS
AS PER LIST ON FILE WITH AGENT
ALL OPERATIONS**

PROVISIONS

- A. The following is added to Paragraph c. in A. 1., Who Is An Insured, of SECTION II-LIABILITY COVERAGE:**

Any person or organization shown above who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

- B. The following is added to Paragraph 5., Other Insurance, in B. General Conditions of SECTION IV – BUSINESS AUTO CONDITIONS:**

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. Other Insurance, if the scheduled person or organization shown above has other insurance under which it is the first named insured and that insurance also applies, then this insurance is primary to and non-contributory with that other insurance when the written contract or agreement between you and that scheduled person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

TRAVELERS 

ONE TOWER SQUARE
HARTFORD, CT 06183

**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 00 03 13 (00)-01**

POLICY NUMBER: (XAUB-7603Y31-2-14)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

**ANY PERSON OR ORGANIZATION FOR WHICH THE NAMED INSURED
HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS
TO FURNISH THIS WAIVER.**

DATE OF ISSUE: 07-23-14

ST ASSIGN:

**EXHIBIT C
DRAFT
WORK ORDER FORM**



WORK ORDER-SERVICES# _____

Encumbrance PO Number: _____

City of Palm Coast (Buyer)

Resolution

#: _____

Vendor Name:	Date:
Address:	Bid #:
City, State & Zip:	Project:
	Council Approval Date:

Budgeted/Existing: _____
Service: _____

New: _____

Continuing

Mail Invoices in duplicate to:

City of Palm Coast

Total Cost: \$ _____

Palm Coast, Florida 321 _____

ATTACHMENTS TO THIS WORK ORDER:

- () Description of Services
- () Drawings/Plans/Specifications
- () Special Conditions
- () Rate Schedule

METHOD OF COMPENSATION:

- () Fixed Fee Basis
- () Not To Exceed
- () Unit Price

TIME FOR COMPLETION: The obligation of the Vendor to provide services to the City shall commence upon execution of this Work Order (WO) by the parties and services shall be completed by _____. Failure to meet the completion date may be grounds for termination of this WO and the underlying contract for default. Time is of the essence.

WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this _____ day of _____, 20____, for the purposes stated herein.

(THIS SECTION TO BE COMPLETED BY THE CITY)

ATTEST:

Vendor

_____, Attesting Officer

Officer with Corporate Signatory Authority

Date: _____

WITNESSES:

Department Head approved RAP on _____

CITY OF PALM COAST

Authorized Signatory

WORK ORDERS TERMS AND CONDITIONS

- Execution of this Work Order (WO) by the City shall serve as authorization for the Vendor to provide for the stated services as set out in this WO. It is expressly understood by the Vendor that this WO, until executed by the City, does not authorize the Vendor to perform any services for the City.
- This WO shall take effect on the date of its execution by the City and expires upon final completion, inspection and payment unless terminated earlier in accordance with the termination provisions herein. The Vendor shall sign this WO first and the City second. This WO will be forwarded to the Vendor upon execution by the City.
- The Vendor shall provide services pursuant to this WO, its attachments, and the underlying Agreement (as amended, if applicable) which is incorporated herein by reference as if it had been set out in its entirety. In the event that the terms and conditions of this WO are inconsistent with the terms and conditions of an underlying contract which is implemented, in whole or part, by this WO; then the terms and conditions of the underlying contract shall apply.
- Compensation is based on the method indicated on the first page of this WO.
- Payments to the Vendor shall be made by the City in strict accordance with the payment terms and conditions listed below or in the underlying contract.
- By accepting this WO, the Vendor accepts all the terms and conditions included herein.
- The City reserves the right, without liability of any type, to cancel this WO as to any services not yet performed or tendered, and to purchase substitute services and to charge the Vendor for any loss incurred.
- The City may cancel this WO, any outstanding services hereunder, or reschedule in whole or in part, for cause or no cause, upon written notice to the Vendor sent at least fourteen (14) days prior to the completion date specified. The City may cancel this WO in whole or in part at any time for default by written notice to the Vendor.
- The City shall have no liability to the Vendor beyond payment of any balance owing for services completed hereunder and accepted by the City prior to the Vendor's receipt of the notice of termination.
- Prices stated on this WO are firm, all inclusive and consistent with applicable negotiations, bid(s) and/or quotations. The City is exempt from the Florida sales and use taxes and will furnish the Vendor with proof of tax exemption upon written request.
- The City reserves the right to conduct any inspection or investigation to verify compliance of the services with the requirements of this purchase and to reject any delivery not in compliance and, if the deficiency is not visible at the time of acceptance, to take and require appropriate corrective action.
- The Vendor agrees to comply with all Federal, State of Florida, Flagler County and City laws, ordinances, regulations, authority and codes and authority having jurisdiction over the purchase.

This WO shall be governed by and interpreted in accordance with the laws of the State of Florida. In any action or proceeding required to enforce or interpret the terms of this Agreement, venue shall be of the Seventh Judicial Circuit in and for Flagler County, Florida.

- The Vendor shall indemnify, hold harmless, and defend the CITY, from and against any and all claims, damages, losses, and expenses including, but not limited to, attorney's fees, arising out of or resulting from the performance or provision for services required under this Agreement, including damage to persons or property, provided that same is caused in whole or part by the error, omission, negligent act, failure to act, malfeasance, misfeasance, conduct, or misconduct of CONTRACTOR, its agents, servants, officers, officials, employees, or subcontractors. Nothing herein shall be deemed to affect the rights, privileges, and immunities of the CITY as set forth in Section 768.28, Florida Statutes.
- The Vendor shall not assign this WO, any rights under this WO or any monies due or to become due hereunder, nor delegate or subcontract any obligations or work hereunder without the prior written consent of the City.
- The Vendor shall perform the obligations of this WO as an independent contractor and under no circumstances shall it be considered as agent or employee of the City.
- The Vendor ensures that its personnel shall comply with reasonable conduct guidelines and City policies and procedures. A person or affiliate who has been placed on the convicted vendor list may not submit a bid or transact business with the City in excess of Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. In compliance with 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act (INA)], the City will not intentionally make an award or upon discovery of a violation will unilaterally cancel this WO with any vendor who knowingly employs unauthorized alien workers.
- If this WO involves the Vendor's performance on the City's premises or at any place where the City conducts operations, the Vendor shall request information from the Purchasing Manager regarding insurance coverage requirements. Noncompliance with this item shall place the Vendor in default and subject to disbarment from the City's Vendor List.
- The failure of the City to enforce any provision of this WO, exercise any right or privilege granted to the City hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

EXHIBIT D
ADA Form

Americans with Disabilities Act Affidavit

The undersigned CONTRACTOR swears that the information herein contained is true and correct and that none of the information supplied was for the purpose of defrauding the City.

The CONTRACTOR shall not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to comply with the rules, regulations and relevant orders issued pursuant to the Americans with Disabilities Act (ADA), 42 USC s. 12101 et seq. It is understood that in no event shall the City be held liable for the actions or omissions of the CONTRACTOR or any other party or parties to the Contract for failure to comply with the ADA. The CONTRACTOR agrees to hold harmless and indemnify the City, its agents, officers or employees from any and all claims, demands, debts, liabilities or causes of action of every kind or character, whether in law or equity, resulting from the CONTRACTOR's acts or omissions in connection with the ADA.

CONTRACTOR: Connect Consulting, Inc.
Signature: *[Handwritten Signature]*
Printed Name: Gary E. Eichler
Title: Vice President
Date: February 16, 2015

Affix Corporate Seal

STATE OF FLORIDA)
COUNTY OF Alachua) ss

The foregoing instrument was acknowledged before me this 17 day of Feb., 2015, by Gary Eichler of Connect Consulting, Inc. (firm), on behalf of the firm. He/She is personally known to me or has produced FLA identification.



Jennifer W. Thompson
Print name Jennifer Thompson
Notary Public in and for the County
and State Aforementioned
My commission expires: 3-23-18

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.

EXHIBIT E
Price Schedule

EXHIBIT E
Price Schedule

Connect Consulting, Inc.
19505 NW 184th Terrace
High Springs, FL 32643
Hydrogeological Services
RFQ-PW-U-15-12

2015 Billing Rates

Category	Rate (\$/hr.)
Principal/IT Specialist	150
Principal/Sr. Hydrogeologist/Professional Geologist	150
Sr. Professional Engineer	130
Sr. Hydrogeologist/Ground Water Modeler	130
Field Professional Geologist/Engineer	120
Graphics Specialist	95
Junior Engineer/Geologist	95
Field Technician/Well Inspector	95
Office Support	70

Note: 5% escalation factor per year on labor rates

EXHIBIT F
Business Tax Receipt (If Applicable)

State of Florida

Department of State

I certify from the records of this office that CONNECT CONSULTING, INC. is a corporation organized under the laws of the State of Florida, filed on January 22, 1996.

The document number of this corporation is P96000007973.

I further certify that said corporation has paid all fees due this office through December 31, 2015, that its most recent annual report/uniform business report was filed on January 10, 2015, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Tenth day of January, 2015*



Ken Datzner
Secretary of State

Authentication ID: CC2490628079

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

<https://efile.sunbiz.org/certauthver.html>



City of Flagler Beach **AGENDA ITEM # 9**

Item Summary and Recommendation

SUBJECT: Resolution 2015-17, 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.

BACKGROUND: The resolution details the twelve vehicles that are in disrepair and are not safe for operation. Staff is requesting the Commission declare them surplus permitting us to dispose of the vehicles and remove them from our insurance coverage.

Due to the unsafe nature of the vehicles city radios and all other usable equipment will be removed before being sold for scrap.

ATTACHMENTS: Resolution 2012-17

SUBMITTED BY: Robert Smith, Public Works Director

RESOLUTION 2015-17

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.

Whereas, City Staff recommends the items listed below, be declared surplus and disposed of as they are no longer in operating condition or repairable, and

Whereas, the City Commission based upon the recommendation of City Staff, desires certain property be properly and safely disposed of, and

Whereas, prior to the disposal of any municipal assets, those assets must be declared surplus.

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

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

- 1.) 1990 F 800 VIN 1FDPK84P6LV
- 2.) 1992 Chevrolet C 2500 VIN 1GCFC24H2NZ
- 3.) 1988 GMC C 3500 VIN 1GDHC34K7JE
- 4.) 2000 Dodge Ram 2500 VIN 0043B7KC2623YM
- 5.) 2006 Ford Ranger VIN 1FTYT14657PA38109
- 6.) Dodge Ram 2500 VIN 3B7KC2623YH236758
- 7.) DODGE RAM 1500 VIN 1B7HG16X2T5690119
- 8.) 1993 Ford L-9000 Rear Load Sanitation Truck VIN 1FDZY9059PVA36428
- 9.) 2002 Sterling Rear Load Sanitation VIN2FZHATAK93AK75797
- 10.) 2002 Ford F-150 VIN 1FTPF17643NA70059
- 11.) GMC Sonoma VIN 1GTCS14W918232739
- 12.) John Deere Back-hoe Serial 1028 Model 79047

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 _____, 2015.

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

ATTEST:

Linda Provencher, Mayor

Penny Overstreet, City Clerk



City of Flagler Beach **AGENDA ITEM # 10**

Item Summary and Recommendation

SUBJECT: Resolution 2015-18, amending Resolution 2014-24, which adopted the FY 2014/15 budget, to reflect a budget amendment to provide funding for various city activities, providing for conflict and an effective date.

BACKGROUND: One amendment to the budget is needed.

1. On June 11, 2015, City Commission approved a quote from Dacom Home Accents, LLC for the needed repairs to City Hall roof; the quote was \$84,345. City Commission was also advised that a 10% contingency should be included with the amendment. This amount was not budgeted and the amended amount will be for \$92,780 from unrestricted general funds.
2. The City budgeted \$6,000 for revenues received from the Zoning & Planning Department to offset the cost of Q. L. Hampton's site plan reviews. The City budgeted \$1200 for the related expense. To date we have received \$1,890 in revenues and paid expenses of \$1,730. An amendment is needed to increase the amount budgeted as expense.
3. Earlier this year one of the Police Vehicles was sideswiped. The damage was covered by our insurance company. An amendment is needed to show the revenue from PGIT and the related expense.

RECOMMENDATIONS: Approve Resolution 2015-18

ATTACHMENTS: Resolution 2015-18

SUBMITTED BY: Kathleen Doyle, Finance Director

Date: 06/16/2015

Staff Comments:

City Manager: Recommend approval

RESOLUTION 2015-18

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING RESOLUTION 2014-24 WHICH ADOPTED THE FY 14/15 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:

1. SECTION 1. The FY 2014-2015 Approved Budget it amended as follows:

Increase	001.5392.606300.036	Improvements- City Hall Roof Repair	\$92,780.00
Increase	001.3800.389102	Appropriated Fund Balance – General Fund	\$92,780.00
Increase	001.5241.303101	Engineering Reviews-QLH	\$4,800.00
Increase	001.3800.389102	Appropriated Fund Balance – General Fund	\$4,800.00
Increase	001.5214.464100	Vehicle Repairs & Maintenance	\$3,061.35
Increase	001.3600.369200	Insurance Proceeds	\$3,061.35

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.

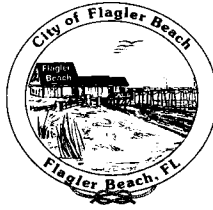
PASSED AND ADOPTED THIS _____ DAY OF _____, 2015.

ATTEST:

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

Penny Overstreet, City Clerk

Linda Provencher, Mayor



City of Flagler Beach **AGENDA ITEM # 11**

Item Summary and Recommendation

SUBJECT: Resolution 2015-19, a resolution by the City Commission of the City of Flagler Beach, Florida, adopting a Volunteer Policy, providing for conflict and an effective date.

BACKGROUND: Volunteers for the City of Flagler Beach play a vital role in the delivery of public services provided by many City departments. This policy is designed to provide a general guide for the placement and management of City volunteers. It does not include Volunteer Firefighters, Volunteer Fire Police, or Volunteers appointed to a City Board or committee.

RECOMMENDATIONS: Approve

ATTACHMENTS: Resolution 2015-19
City Volunteer Policy
City Application
City Standard Volunteer Consent Form
City Volunteer Enrollment Form
City Personal Inquiry Waiver
City Volunteer Release of Liability Form

SUBMITTED BY: Liz Mathis, HR Officer

Staff Comments:

City Manager: Recommend approval

RESOLUTION 2015-19

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, ADOPTING A VOLUNTEER POLICY; PROVIDING FOR CONFLICT AND AN EFFECTIVE DATE.

WHEREAS, the use of voluntary services can greatly improve the services the City provides to its citizens; and

WHEREAS, the use of volunteers will not cause a reduction in the pay or benefits of City employees; and

WHEREAS, the City wishes to ensure that volunteers' health and safety are protected and that the City is protected from liabilities; and

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

SECTION 1. The volunteer policies, procedures, and rules attached hereto and incorporated herein as Exhibit "A" are hereby adopted.

SECTION 2. SEVERABILITY. If any section, sentence, phrase word or portion of this Resolution is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase word or portion of the Resolution not otherwise determined to be invalid, unlawful or unconstitutional.

PASSED AND ADOPTED THIS _____th DAY OF _____, 2015.

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

ATTEST:

Linda Provencher, Mayor

Penny Overstreet, City Clerk

City of Flagler Beach

Volunteer Policy

A. Purpose.

The volunteers of the City of Flagler Beach play a vital role in the delivery of public services provided by many City departments. Accordingly, this Policy is designed to provide a general guide for the placement and management of City volunteers.

B. Volunteer: Definition; General Policies

1. *Definition:* For purposes of this policy, a *volunteer* is an individual who performs hours of service in a City department for civic, charitable, health, humanitarian, recreational, public safety or general welfare reasons, without promise, expectation or receipt of compensation for services rendered, except for reimbursement of expenses, nominal fees, or a combination thereof.
 - a. This policy applies to non-elected volunteers. This policy does not include volunteers appointed to a City board or committee or volunteer firefighters/fire police.
 - b. Volunteers do not supplant City employees: they assist paid staff or provide services that constitute elements of major regular positions and augment the established and mandated services of the City.
 - c. Individuals that are (1) volunteering or working for independent contractors hired by the City or (2) individuals or associations retained by the City by separate agreement shall be subject to the terms and conditions of such agreement.
2. *Minors:* Volunteers who have not reached the age of eighteen years must have the written consent of a parent or legal guardian prior to volunteering.
3. *Volunteers are at-will:* Volunteer service is strictly at-will and as needed. A volunteer status with the City of Flagler Beach may be terminated at any time without notice or hearing.

C. Standards of Conduct

1. **Inappropriate Conduct, Discrimination and Harassment Prohibited:** The City is an Equal Opportunity Employer and is committed to providing a workplace free of any type of unlawful discrimination or harassment.
 - a. Volunteers are prohibited from engaging in any type of inappropriate conduct, including but not limited to unlawful discrimination or harassment on the basis of race, religion, national origin, ethnicity, age, gender, marital status, pregnancy, disability and or any other legally protected characteristic.

- b. Volunteers are prohibited from engaging in unlawful harassment including verbal, physical and visual conduct based on the above legally protected characteristics which create an intimidating, offensive or hostile work environment or that interferes or could interfere with a volunteer's work performance. Some examples of harassment include racial slurs or jokes, disparaging remarks concerning any protected group, ethnic jokes, distribution or posting of offensive statements, posters or cartoons or other similar conduct.
 - c. Volunteers are prohibited from engaging in sexual harassment. Sexual harassment may exist where a volunteer requests sexual favors or makes unwelcome sexual advances towards another individual or makes unwelcome verbal comments or displays physical conduct of a sexual nature to another individual, where the comment or conduct is unwelcome. Sexual harassment may also exist where a volunteer makes a derogatory comment to an individual based on or related to such person's gender.
 - d. Volunteers must report any incident involving any perceived discrimination and/or harassment experienced or witnessed by them immediately to their Supervisor, Department Head, Human Resource Officer or City Manager. Volunteers should recognize that this policy applies equally to harassment or discrimination committed by a fellow volunteer, employee, citizen, elected official, vendor, or other third parties with whom the volunteer comes into contact.
 - e. Every complaint of unlawful discrimination or harassment that is reported will be investigated thoroughly and promptly. Retaliation against any volunteer for making such a complaint is strictly prohibited. The complainant will be made aware of the outcome of the City's investigation upon completion. If the investigations reveal reasonable cause to believe that unlawful discrimination or harassment has occurred, the City will take prompt remedial action to stop the impermissible conduct, prevent it from occurring in the future and to appropriately discipline the person responsible.
2. Substance Abuse Prohibited: The sale use, acceptance, possession, storage or being under the influence of alcohol or controlled substance at all City work sites and volunteer sites shall result in disciplinary action, up to and including termination of volunteer services.
 3. No Conflicts of interest: No person who has a conflict of interest under Florida law with any activity or program of the City shall be accepted or serve as a volunteer with the City.
 4. Dress Code: Volunteers shall dress appropriately for the conditions and performance of their duties.

D. Intake and Placement of Volunteers

1. All City volunteer positions shall require prior approval by the City Manager. Such approval shall be based on whether the volunteer position furthers the purpose of a City department, quality of services being delivered or fulfills a short-term department requirement.

2. City Departments may make requests to the City Manager for volunteer authorization based on the needs of the Department. When making such a request, the Department Head shall provide the following information:
 - a. the purpose and scope of the proposed duties for the volunteer position;
 - b. the Department's need for the volunteer position;
 - c. any special qualifications required of a successful applicant; and
 - d. any equipment required to accommodate the volunteer(s).

E. Application and Enrollment Process

1. The process for selection of City volunteers is as follows:
 - a. Applicants must complete an application and submit it to the Human Resources Department. HR will retain a copy for record-keeping purposes and forward the application to the appropriate Department Head.
 - b. The Department Head shall review the Volunteer Application Forms received and may select applicant(s) for interview(s).
 - c. Upon making an initial determination that an applicant is qualified for a volunteer position, the Department Head shall request that HR provide the required background checks and screening as set forth in Paragraph F of this policy.
 - d. HR shall determine, in its discretion and in accordance with law, whether an applicant's background checks and screening reveal any disqualifying information. If there is no such disqualifying information, HR shall authorize the applicant for the volunteer work. The applicant may commence work as a City volunteer upon HR's authorization.
2. Enrollment. All city volunteers shall read, sign, and submit the following forms prior to commencing their term as a City volunteer:
 - a. City Application form
 - b. City Standard Volunteer Consent form
 - c. City Volunteer Enrollment form
 - d. City Personal Inquiry Waiver
 - e. City Volunteer Release of Liability form
3. HR shall establish record-keeping procedures and maintain City volunteer records as required by Florida Statutes.

F. Drug Screening and Background Checks

1. Sensitive Positions. A criminal background investigation shall be completed on all volunteers applying for a sensitive position, as identified in Section F (2). The applicant must sign the Personal Inquiry Waiver authorizing the city to conduct a criminal background investigation

prior to initiation of such a background check. A volunteer may not commence volunteer services until completion of such a background check.

2. **Guidelines for Identifying Sensitive Positions:** A sensitive position may include, but not limited to, positions that involve access to custody of cash, equipment or confidential information; or involve the rendering of services to at-risk persons (such as children or the elderly).
3. **Contact with at Risk Persons.** Where volunteers are to be placed in direct contact with at-risk persons (such as children or the elderly), additional screening procedures may be instituted. These procedures may include reference checks, criminal investigation, etc., as required by law. Volunteers who refuse permission for conduct of these checks will not be accepted for the volunteer position.
4. **Special Risk/Safety Positions.** In addition to a background investigation, a pre-placement drug screening shall be required for Special Risk/Safety positions. Volunteers who refuse to submit to a drug screening or have a positive confirmed drug screen will not be accepted for the volunteer position.
5. **Dishonesty in Application.** Dishonesty during the application process for a volunteer position may be the basis for disqualification.

G. Orientation and Training

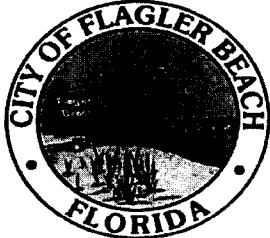
1. **Orientation.** All volunteers will receive a general orientation on the nature and operation of the program or activity of which they are recruited, and a specific orientation on the purposes and requirements of the positions which they are accepting in that effort.
2. **On-the-Job Training.** Volunteers will receive specific on-the-job training to provide them with the information and skills necessary to perform their volunteer assignment. The timing and methods for delivery of such training should be appropriate to the complexity and demands of the position and the capabilities of the volunteer.

H. Supervision

1. Volunteers shall be supervised by the Department Head, or the Department Head's designee.

City of Flagler Beach

Human Resources Division



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. Exaggerated, false, or misleading statements may be cause for rejection of the application and/or termination of employment. Eligibility for hire may be based on a rating of this application; therefore, completeness and accuracy is of the utmost importance.

OFFICE USE ONLY

APPROVED

DISAPPROVED

REASONS:

BY:

Received: _____

Position Applied For: _____
Last Name: _____ First: _____ Middle Initial: _____
Street Address: _____
City: _____ State: _____ Zip Code: _____
Home Phone: _____ Work/Message Phone: _____ E-Mail: _____

Please Check Appropriate Response

1. Have you ever worked for the City of Flagler Beach? Yes No

If yes, please give date(s) of employment. _____

2. Are you a U.S. citizen? Yes No

If no, are you authorized by Immigration and Naturalization to work in the U.S.? Yes No

Alien #A: _____

Admission #: _____

3. Will you work night shift? Yes No

Will you work weekends? Yes No

4. Have you ever been fired, forced to resign, or resigned in lieu of termination? Yes No

If yes, please explain below:

Employer's Name: _____ Date: _____

Reason: _____

5. Are you related to a City employee or is any member of your family employed by the City of Flagler Beach?

Yes No If yes, please give the person's

Name: _____

Relationship: _____

Department: _____

6. Have you ever been found guilty of, had adjudication withheld, or pled no contest to any violation of law? Yes No

If yes, please give details below:

Date: _____

Agency: _____

Offense/Charge: _____

Felony Misdemeanor Other

Explanation / outcome: _____

Note: A conviction does not automatically mean you cannot be employed by the City of Flagler Beach. The nature of the offense, how long ago it occurred, etc., are given consideration.

Attach additional sheets as needed.

7. Were you in the U. S. Armed Forces? Yes No

Did you receive an honorable discharge? Yes No

Do you claim veteran's preference? Yes No

If yes, a copy of your DD 214 must accompany this application.

8. DRIVER'S LICENSE INFORMATION

Do you have a valid Driver's License? Yes No
 Driver's License Number: _____
 State: Expiration Date: _____
 CDL Class: _____
 Endorsements: _____

Has your license ever been suspended? Yes No
 Has your license ever been revoked? Yes No
 If yes, please provide dates and explain: _____

9. PLEASE LIST ALL TRAFFIC CITATIONS RECEIVED WITHIN THE LAST SEVEN (7) YEARS (driving under the influence, driving while intoxicated, etc., should be listed under number 6 on page 1).

Date: _____
 Agency: _____
 Offense/Charge: _____
 Points: _____
 Outcome: _____

Date: _____
 Agency: _____
 Offense/Charge: _____
 Points: _____
 Outcome: _____

Date: _____
 Agency: _____
 Offense/Charge: _____
 Points: _____
 Outcome: _____

Date: _____
 Agency: _____
 Offense/Charge: _____
 Points: _____
 Outcome: _____

If you have more than four citations within the last seven years, please attach a separate sheet in the same format.

10. EDUCATION AND SPECIAL TRAINING

Do you have a High School Diploma? Yes No Date Obtained: _____ GED? Yes No Date Obtained: _____
 If not, highest grade completed: _____
 Name and location of last High School attended: _____
 Name City State

List Special Training (Business, Trade, Vocational, Armed Forces Schools, etc.) Below:

Name and Location	Total Hours Completed	Hours Required for certification	Course/Subject Taken	Certificates Received

List Colleges and Universities Attended Below:

Name and Location	Credit Hours Received		Did you graduate?		Major/Minor Degree Field of Program of Study	Type of Degree Received
	Sem.	Qtr.	Yes	No		

INSTRUCTIONS: Beginning with your present or most recent job, describe your paid work experience for the past ten (10) years and list a minimum of three (3) employers. List each promotion or transfer as a separate job even if they were with the same employer. Include Military, part time, and self-employment. List all gaps in work history in spaces provided. If you have more than four (4) separate periods of employment, sign and attach sheets in the same format as below. Resumes will not be accepted as official applications.

(Job 1) Present or most recent Employer						Employer: _____
From		To		Total Time		Address: _____
Mo.	Yr.	Mo.	Yr.	Yrs.	Mo.	Telephone Number: _____
						Your Job Title: _____
Hours per Week						Supervisor's Name and Title: _____
Starting Salary \$ _____ per _____						Reason for Leaving Position: _____
Last Salary \$ _____ per _____						May we contact your present employer? <input type="checkbox"/> Yes <input type="checkbox"/> No
Specific Duties: _____						
Number of Employees supervised (if applicable): _____						

BETWEEN THESE JOBS (if applicable): UNEMPLOYED IN SCHOOL FROM (mo/yr): _____ TO (mo/yr): _____

(Job 2) Present or most recent Employer						Employer: _____
From		To		Total Time		Address: _____
Mo.	Yr.	Mo.	Yr.	Yrs.	Mo.	Telephone Number: _____
						Your Job Title: _____
Hours per Week						Supervisor's Name and Title: _____
Starting Salary \$ _____ per _____						Reason for Leaving Position: _____
Last Salary \$ _____ per _____						May we contact your present employer? <input type="checkbox"/> Yes <input type="checkbox"/> No
Specific Duties: _____						
Number of Employees supervised (if applicable): _____						

BETWEEN THESE JOBS (if applicable): UNEMPLOYED IN SCHOOL FROM (mo/yr): _____ TO (mo/yr): _____

(Job 3) Present or most recent Employer						Employer: _____
From		To		Total Time		Address: _____
Mo.	Yr.	Mo.	Yr.	Yrs.	Mo.	Telephone Number: _____
						Your Job Title: _____
Hours per Week						Supervisor's Name and Title: _____
Starting Salary \$ _____ per _____						Reason for Leaving Position: _____
Last Salary \$ _____ per _____						May we contact your present employer? <input type="checkbox"/> Yes <input type="checkbox"/> No
Specific Duties: _____						
Number of Employees supervised (if applicable): _____						

BETWEEN THESE JOBS (if applicable): UNEMPLOYED IN SCHOOL FROM (mo/yr): _____ TO (mo/yr): _____

(Job 4) Present or most recent Employer						Employer: _____
From		To		Total Time		Address: _____
Mo.	Yr.	Mo.	Yr.	Yrs.	Mo.	Telephone Number: _____
						Your Job Title: _____
Hours per Week						Supervisor's Name and Title: _____
Starting Salary \$ _____ per _____						Reason for Leaving Position: _____
Last Salary \$ _____ per _____						May we contact your present employer? <input type="checkbox"/> Yes <input type="checkbox"/> No
Specific Duties: _____						
Number of Employees supervised (if applicable): _____						

Did You:

- Answer all questions completely?
- Cover a full 10-year employment history?
- Explain all gaps in employment?
- Complete application supplement, if applicable?
- Submit copies of documents requested, if applicable?
- Sign and date the application?

Please read this statement carefully before signing below:

The City of Flagler Beach is an Equal Opportunity Employer.

I hereby certify that each response on this application and all other information I have furnished in applying for employment with the City of Flagler Beach is true and correct. I understand that any incorrect, incomplete, or false statement or information I have furnished may subject me to disqualification in an examination or to discharge at any time.

Copies of Education Documents, Birth Certificate, Photo Identification, and Social Security Card must be submitted prior to employment. All information is subject to investigation and verification.

Subsequent to an offer of employment, I give my voluntary consent to be medically examined and to provide a sample of urine, which may be tested for use of drugs and/or controlled substances.

My signature affirms that all information is true to the best of my knowledge and that I understand that any misstatement of fact may result in disqualification or dismissal.

SIGN YOUR NAME HERE	DATE
---------------------	------

NOTES:

- Applicants must provide copies of documents required with application. Please include your full name on number on all documents submitted.
- If you require special testing accommodations due to a disability, please notify the staff BEFORE the test date.

City of Flagler Beach

EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION SURVEY

TO ALL APPLICANTS: The following information is being gathered by the City of Flagler Beach for research, affirmative action, and federal EEO reporting requirements. If you choose not to answer any of the items, you will not be subject to adverse treatment; however, we urge you to do so and assure you that this information will not be used to evaluate your application, and will be kept confidential.

JOB/POSITION APPLIED FOR: _____

NAME OF APPLICANT: _____

DATE OF BIRTH (Month/Day/Year): _____

SEX

- Male
- Female

Ethnicity or ancestry Categories (Check One)

Applicant's ethnicity or ancestry refers to an individual's nationality, lineage or the country in which the individual or individual's parents or ancestors were born before their arrival in the United States

- African American (not of Hispanic origin): All persons having origins in any of the racial groups of Africa.
- Asian or Pacific Islander: All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands. This area includes, for example, China, Japan, Korea, the Philippine Islands, and Samoa.
- Hispanic: All persons of Spanish or Portuguese culture with origins in Spain, Portugal, Mexico, South America, Central America or the Caribbean, regardless of race.
- Native American: All persons having origins in any of the Indian tribes of North America prior to 1835.
- White (not of Hispanic origin): All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.
- Asian American: persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Island, including the Hawaiian Islands prior to 1778.
- Not Known/Other

HOW DID YOU LEARN OF THIS POSITION

- Ad in newspaper
- Ad in trade journal
- City bulletin board/walk-in
- Friend/City Employee
- Internet
- Agency Referral

**City of Flagler Beach
Standard Volunteer Consent**

I agree to read and abide by the policies relating to appropriate behavior and standards of conduct to be displayed by City volunteers. I acknowledge that, if at any time such policies are amended, I will be provided the amended policies and at such time will be responsible for abiding by any amended provisions of the policy in addition to those included in the original policy.

I further understand and agree to accept the responsibilities of the volunteer position and participate in any training required by the City. I accept the guidance of my supervisor and shall notify my supervisor of absences and incidents of injury. I acknowledge that I freely donate my time without any expectation or promise of compensation. Lastly, I agree to abide by the following in carrying out my duties and understand that a violation of any of the below statements may result in my disqualification or termination.

1. I will keep confidential all information as required.
2. I will refrain from publishing any data gathered during the volunteer term and from disseminating commercial advertisements, press releases, or opinions without prior written consent from the City Manager.
3. I will refrain from any type of solicitation or charging, requesting, or accepting any fee, gift, reward or payment of any kind for my volunteer services.
4. I will maintain a current driver's license and automobile liability insurance if driving is required as part of my volunteer services.
5. I will report immediately any suspected incident of abuse to children, dependent adults, or elders to appropriate authorities and the Human Resource Officer.
6. I agree to provide an update to the Human Resource Officer of any change to the information I submitted on my application during the term of volunteer period.
7. I acknowledge that I have read and understand the "Volunteer Policy" and will not engage in inappropriate and/or illegal conduct or behavior including but not limited to harassment, discrimination, and/or drug or alcohol abuse.

Signature

Date

Print Name

Signature of Parent or Guardian (minors only)

Date

Printed Name of Parent or Guardian (minors only)

City of Flagler Beach
City Volunteer Enrollment

Name _____

Address _____

City _____ Zip _____

Telephone Number _____

Date of Birth _____

Emergency Contact Name _____

Emergency Contact Address _____

City _____ Zip _____

Emergency Contact Phone Number _____

If your volunteer assignment will include driving or operating vehicle, please provide the following information:

Driver's License: _____ Expiration Date _____

The following information will be completed by the Human Resource Officer:

Volunteer Assignment

Position: _____

Location: _____

Supervisor: _____

Start Date: _____ End Date: _____

Background Check Required? Yes/No _____

Background Check Completion Date: _____

**PERSONAL INQUIRY WAIVER
AUTHORITY FOR RELEASE OF INFORMATION**

TO: Concerned Person or Authorized Representative of Any Organization, Institution or Repository of Records

APPLICANT'S FULL NAME: _____

SOCIAL SECURITY NUMBER: _____

DRIVERS LICENSE #: _____

DATE OF BIRTH: _____

By my signature I authorize you to furnish the City of Flagler Beach Human Resources Department or their representative any and all information that you may have concerning my work record, school record, military record, criminal record, driving record, reputation and financial and credit status. Please include any and all medical, physical, and mental records or reports including all information of confidential or privileged nature, and Photostats of the same, if requested. This information is to be used to assist in determining my qualification and fitness for the position I am seeking with the City of Flagler Beach.

I hereby release you, your organization or others from any liability or damage, which may result from furnishing the information requested above.

APPLICANT'S SIGNATURE

DATE

ADDRESS

CITY STATE ZIP

AFFIDAVIT

STATE OF FLORIDA
COUNTY OF FLAGLER

Before me personally appeared _____, who says that he/she executed the above instrument of his/her own free will and accord, with full knowledge of the purpose therefore.

Sworn to and subscribed in my presence this _____ day of _____, 20____.

Who is personally known to me or has produced as identification the following: _____.

Notary Public

City of Flagler Beach
City Volunteer Release of Liability

In accepting a position as a volunteer with the City of Flagler Beach, I agree to accept voluntary Work's Compensation coverage as the sole and exclusive remedy for any injuries I might sustain while in such volunteer service. Such voluntary Workers' Compensation coverage will be in effect to pay for medical attention for actual injuries sustained during volunteer service subject to Workers' Compensation statues and regulations. Since volunteer service does not include wages, such compensation does not provide for same.

HOLD HARMLESS AGREEMENT: I agree to hold the City of Flagler Beach harmless for any such injuries and agree not to pursue legal proceedings against the City for any reason associated with voluntary service except through the Worker's Compensation Act.

Signature of Volunteer

Date

Print Name of Volunteer

ORDINANCE NO. 2015-06

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AUTHORIZING THE BORROWING OF MONEY IN AN AMOUNT NOT TO EXCEED TWO MILLION FOUR HUNDRED THOUSAND DOLLARS FOR THE PURPOSE OF REFUNDING ITS STORMWATER REVENUE NOTE, SERIES 2009 AND REFUNDING THE CITY OF FLAGLER BEACH COMMUNITY REDEVELOPMENT AGENCY COMMUNITY REDEVELOPMENT REVENUE NOTE, SERIES 2009; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission (the "Commission") of the City of Flagler Beach, Florida, (the "City") has determined that it is necessary and desirable to borrow funds to refund its Stormwater Revenue Note, Series 2009 (the "Stormwater Note") and to refund the City of Flagler Beach Community Redevelopment Agency Community Redevelopment Revenue Note, Series 2009 (the "CRA Note" and together with the Stormwater Note, the "Notes");

WHEREAS, the City wishes to borrow funds from a financial institution (the "Loan") in an aggregate principal amount not to exceed \$2,400,000 for the purpose of refunding the Notes and paying the related fees and costs of entering into the Loan;

WHEREAS, it is in the City's best interest and a valid and proper municipal purpose to enter into the Loan to refund the Notes;

WHEREAS, the City's repayment obligations under the Loan shall be evidenced by a promissory note which shall be payable solely from a covenant to budget and appropriate from legally available non-ad valorem revenues of the City (the "Non-Ad Valorem Revenues");

WHEREAS, the City issued a request for proposals for the Loan on May 20, 2015 and subsequently six bank proposals were received on or before the bid closing date of June 5, 2015;

WHEREAS, the proposals received were evaluated by the City's financial advisor, Public Financial Management, Inc., and City staff, and based on their evaluation, both the financial advisor and staff recommend that the Commission agree to the terms of the proposal submitted by Ameris Bank (the "Commitment");

WHEREAS, the Loan shall bear a fixed rate of interest not to exceed 2.53% per annum and have a final maturity no later than October 1, 2029;

WHEREAS, the City Commission now wishes to accept the Commitment and authorize the Loan;

WHEREAS, Section 2.10(b)(6) of the City Charter requires the City Commission to authorize the borrowing of money by ordinance; and

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

SECTION 1. The above stated recitals are hereby incorporated as part of this Ordinance.

SECTION 2. The Commitment from Ameris Bank dated June 4, 2015 provides the terms most favorable to the City.

SECTION 3. The City Commission is hereby authorized to borrow funds in an amount not to exceed two million four hundred thousand dollars (\$2,400,000) for the purpose of financing the costs of refunding the Notes and paying the related fees and costs of entering into the Loan.

SECTION 4. The Mayor, the City Manager and other authorized officers and employees of the City are hereby authorized to accept the Commitment on behalf of the City and to take any and all necessary actions in connection with the Loan and to negotiate the terms and provisions of a loan agreement, in a form consistent with the terms hereof and to submit such loan agreement to the City Commission for approval by supplemental resolution; provided, the Loan bears a fixed rate of interest not to exceed 2.53% per annum and has a final maturity no later than October 1, 2029. THE LOAN AUTHORIZED UNDER THIS ORDINANCE AND THE OBLIGATION EVIDENCED THEREBY SHALL NOT CONSTITUTE A LIEN UPON ANY PROPERTY OF THE CITY, OR ANY PART THEREOF, BUT SHALL BE PAYABLE ONLY FROM THE NON-AD VALOREM REVENUES. NOTHING AUTHORIZED UNDER THIS ORDINANCE SHALL BE CONSTRUED AS OBLIGATING THE CITY TO REPAY THE LOAN OR THE INTEREST THEREON EXCEPT FROM THE NON-AD VALOREM REVENUES, OR AS PLEDGING THE FAITH AND CREDIT OF THE CITY, FLAGLER COUNTY, FLORIDA OR THE STATE OF FLORIDA OR ANY OTHER POLITICAL SUBDIVISION THEREOF, OR AS OBLIGATING THE CITY, FLAGLER COUNTY, FLORIDA OR THE STATE OF FLORIDA OR ANY OTHER POLITICAL SUBDIVISION, DIRECTLY OR INDIRECTLY OR CONTINGENTLY, TO LEVY OR TO PLEDGE ANY FORM OF TAXATION WHATEVER THEREFOR.

SECTION 5. All ordinances, resolutions, charter provisions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6. If any section, subsection, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion thereto.

[Remainder of page intentionally left blank]

SECTION 7. This Ordinance shall become effective immediately upon its enactment.

PASSED ON FIRST READING THIS ____TH DAY OF JUNE, 2015.

PASSED AND ENACTED THIS _____TH DAY OF JULY, 2015.

**CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION**

Linda Provencher, Mayor

ATTEST:

Penny Overstreet, City Clerk

#14



City of Flagler Beach

DATE: MAY 27, 2015

To: Don Deal, Chairperson, Planning and Architectural Review Board
Planning and Architectural Review Board Members

FROM: Larry Torino, City Planner

RE: Variance Request

Case No. VAR 15-06-01
Applicant/Owner: Nancy Harrington and Worth Strecker
Location: 208 Palm Circle
Real Estate ID No. 12-12-31-5000-00020-0220
Current FLUM designation: Low Density
Zoning District: Single Family
Current Use: Single Family residence
Subject Property Area: 9,600 square feet

ANALYSIS

Requested Action:

This is a request to:

- 1) Approve a rear property line setback for a swimming pool with structural screen enclosure measuring 1.1 feet as opposed to the minimum required 10 feet as provided for in Section 2.05.02 *Attached accessory structures* of the Land Development Regulations as follows.

Section 2.05.05.2 *Attached accessory structures in SFR, LDR, MDR districts.*

- a. When an accessory structure is attached to the principal structure, it shall comply in all respects with the yard requirements of this ordinance applicable to the principal structure (*NOTE: Single Family Residential Principal structure minimum rear yard setback; ten (10) feet*). A reduced side yard setback of five (5) feet is established for the following accessory

structures:

- i. Decks;
- ii. Swimming pools;
- iii. Pool decks;
- iv. Screen pool enclosures
- v. Gazebos; and
- vi. Porches

ANALYSIS BASED ON LAND DEVELOPMENT REGULATIONS ARTICLE VIII. ADMINISTRATION AND ENFORCEMENT; SECTION 8.04.16 VARIANCES;

The Planning and Architectural Review Board (PARB) shall recommend such variances as will not be contrary to the public interest and where, owing to special conditions a literal enforcement of the provisions of this ordinance will result in unnecessary and undue hardships. In order to recommend any variance from the terms of this ordinance the PARB must and shall find each of the following criteria is met by the applicant, and the PARB's written findings shall be sent to the City Commission.

Following, for your information and reference, are the applicant's justification responses warranting the granting of the variance request. The criteria responses were submitted by the applicant's contractor on behalf of the property owners.

1. That special conditions and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, structures or buildings in the same zoning district.

The special condition that is peculiar to this residence is abutment to the Intracoastal Waterway Marsh. (picture #1)

2. That the special conditions and circumstances do not result from the action of the applicant;

Circumstances are existing at this residence and not created by applicant. The applicant had a stipulation prior to purchase that a swimming pool can be built at this residence. An email received by the Realtor from the City of Flagler Beach stated "pool deck can go to the property line". The email did not advise that a screen enclosure could not be built on the pool deck. Given the information about a pool, the sale of the home proceeded.

3. That granting the variance requested will not confer on the applicant any special privilege that is denied by this ordinance to other lands, buildings or structures in the same zoning district;

Granting the variance will not confer any special privilege to the applicant. Other homes in the same block have screen enclosures. Any residence with direct abutment to a marsh should have the ability to enjoy their outdoor living space without concerns of pests and debris. (picture #2)

4. That literal interpretation of the provisions of this ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of this ordinance and would work unnecessary and undue hardship on the applicant;

This variance would allow the applicant to build a swimming pool of reasonable size with a screen enclosure in the same manner that their neighbors enjoy.

5. That the variance granted is the minimum variance that will make possible the reasonable use of the land, building or structure.

Variance granted would be considered reasonable use to the majority of Florida homeowners.

6. That the grant of the variance will be in harmony with the general intent and purpose of this ordinance, and that such variance will not be injurious to the area involved or otherwise detrimental to the public welfare.

Granting this variance will enhance the harmony of outdoor living on the marsh. Ordinances are in place to protect the public and land ownership values. Approving this variance will not be detrimental to the public in any way. In fact, it will bring this residence up to the neighboring properties values.

PUBLIC PARTICIPATION SUMMARY

At the time of staff report preparation, staff had not received comment from the public. Public Hearing Notification letters were sent to surrounding property owners in accordance with city ordinance requirements.

Recommendation

Staff recommends the Planning and Architectural Review Board recommend to the City Commission approval of the requested variance for the subject property to permit the construction of a swimming pool and screen enclosure with a rear yard setback of not less than 1.1 feet as opposed to the minimum required ten (10) feet. This recommendation is predicated upon the uniqueness of the circumstances, including but not limited to the following:

1. The physical geometry and configuration of the residence is not the result of actions of the current property owner (the depth of the home is atypical with those properties bordering the intra-coastal waterway; 70 feet vs 53 feet).
2. The proposed pool area and deck area is not oversized and in scale with the limited available buildable area to make reasonable use of the property.
3. The proximity of the proposed screen enclosure to the rear property line is not detrimental or injurious to an adjoining property inasmuch as the rear yard abuts the intra-coastal right-of-way which provides an expansive landscape that precludes residential development.
4. Other properties bordering the westerly extent of Palm Circle maintain an average rear yard setback of thirty-eight (38) feet which provides appreciably

more depth to construct a swimming pool with screen enclosure as opposed to the twenty-two (22+/-) feet of depth available to the property in question.

Should the Planning and Architectural Review Board find that the criteria has been met by the applicant, staff recommends that the requested variance for the subject property be approved with the following conditions:

1. Applicant provides to the city a perimeter screen plan to assure minimal disturbance of off-site vegetation.
2. A swimming pool and screen enclosure building permit is issued within twelve (12) months of the City Commission's approval of the variance.

Enclosures:

1. Variance Application Packet
2. Aerial Photograph



City of Flagler Beach
P.O. Box 70 105 S. 2nd Street
Flagler Beach, Florida 32136
Phone (386) 517-2000 Fax (386) 517-2016

Zoning Variance Application

Date: 5-6-15

Application #:

Applicant: Jill Pond 3B's Custom Concrete Email: jill@3bsflagler.com

Address: 1836 S. Daytona Ave. Phone #: 386-569-8681
Flagler Beach FL 32136

Owner of Subject Property: Nancy Harrington and Worth Strecker

Address: 208 Palm Circle Email: worthemail@gmail.com
Flagler Beach FL 32136 Phone #: 917-647-3146

Applicant Status: Owner Agent for Owner Attorney for Owner Contract Purchaser

This is a request for a Variance for a swimming pool with a screen enclosure, 10'

on _____ zoned property. The Comprehensive Plan Future Land Use designation is _____

Size or Parcel 80' by 120' Tax Parcel # 12-12-31-5000-00020-0220

Address of Property: 208 Palm Circle

- APPLICATION WILL NOT BE ACCEPTED UNLESS ALL OF THE FOLLOWING ARE ATTACHED:
- A. A filing fee of \$600.00 plus additional fees for mailing notifications to adjoining property owners and public notices in newspaper. **All of these fees are non-refundable.**
 - B. A notarized authorization form from the owner or the attorney representing the owner.

RECEIVED
MAY 13 2015

- C. A copy of the legal description.
- D. A signed and sealed survey of the property prepared by a Florida Registered Land Surveyor that shows the location and dimensions of existing and proposed structure(s) and distances of existing and proposed structure(s) from all lot lines and proposed improvement for which the variance is requested.
- E. A completed signed written petition for a variance.

THIS IS TO CERTIFY THAT I AM THE OWNER OF THE SUBJECT PROPERTY DESCRIBED IN THIS VARIANCE PETITION. I HAVE READ THIS PETITION AND THE STATEMENTS CONTAINED HEREIN ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

SIGNATURE OF PETITIONER: Jill Pond DATE: 5-6-15

Owner Authorization

Property Address: 208 Palm Circle
Flagler Beach Fl

Parcel Id: 12-12-31-5000-00020-0220

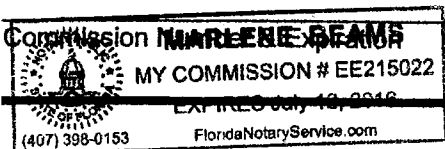
AS OWNER, I AUTHORIZE Jill Pond TO ACT AS MY AGENT IN THIS MATTER.
PRINT NAME, ADDRESS AND PHONE NUMBER OF REPRESENTATIVE, IF APPLICABLE.

NAME: Jill Pond ADDRESS: 1836 S Daytona Ave
Flagler Beach Fl 32136
PHONE: 386-569-8681
STATE OF FLORIDA,
County of Flagler

Subscribed and Sworn to (or affirmed) before me by
Worth Strecker

Worth Strecker
SIGNATURE OF OWNER
Worth Strecker
OWNER'S NAME (Print/Type)
208 PALM CIRCLE
ADDRESS (Street, City) & Phone Number

This 6 day of May, 2015. Who is personally known to me or has produced
FLDL 362881656220 as identification.



Marlene Beams
Notary Public

Instrument No: 2015004861 2/18/2015 11:44 AM BK: 2049 PG: 260 PAGES: 1 DOCTAX PD \$4,340.00
RECORDED IN THE OFFICIAL RECORDS OF Gail Wadsworth, Clerk of the Circuit Court & Comptroller Flagler, FL

This instrument prepared by:
Name: Brandy Hyder
Flagler County Abstract Company
300 N 2nd Street
Flagler Beach, Florida 32136
FILE NO. S2941

Property Appraisers Parcel Identification Number(s):
12-12-31-5000-00020-0220

SPACE ABOVE THIS LINE FOR RECORDING DATA

THIS WARRANTY DEED made the 13 day of February, 2015 by

Phillip John Andrews, Jr. aka Philip John Andrews, Jr. and Denise Andrews, husband and wife

whose street address is 7513 Royal Harbour Circle, Ooltewah, TN 31362

hereinafter called the grantor*, to

Nancy Harrington and Worth Strecker, joint tenants with full right of survivorship

whose street address is ~~1231 S Flagler Ave., Flagler Beach, FL 32136~~ 208 PALM CIRCLE, FLAGLER BCH FL 32136

hereinafter called the grantee*:

(*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 grantee and grantee's heirs forever the following described land situate in County of Flagler, State of Florida, to wit:

Lot 22, Block 2, Palm Island Subdivision (unrecorded), Flagler Beach, Florida, according to a proposed plat of Palm Island Subdivision, according to a survey of D.D. Moody, Bunnell, Florida; also described as:

Beginning at a point where the North line of Section 12, Township 12 South, Range 31 East, intersects the Easterly boundary of the 500 foot right-of-way of the Intracoastal Waterway as a point of reference; thence South 15 degrees 36' 14" East along the Easterly boundary of the Intracoastal Waterway a distance of 476.95 feet to the point of beginning; thence North 67 degrees 27' 46" East a distance of 120 feet to a point; thence South 15 degrees 36' 14" East a distance of 80.00 feet to a point; thence South 67 degrees 27' 46" West a distance of 120 feet to a point on the Easterly boundary of the 500 foot right-of-way of the Intracoastal Waterway; thence North 15 degrees 36' 14" West along said right-of-way a distance of 80.00 feet to the point of beginning of this description.

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

And the grantor hereby covenants with the grantee 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 whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31st, 2013. FURTHER SUBJECT TO Restrictions, Reservations, Covenants, Dedications, Resolutions, Conditions and Easements of record, if any, however this reference 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:

[Signature]
Witness 1 Signature
Brandy Hyder
Printed or Typed Name

[Signature]
Phillip John Andrews, Jr. aka Philip John Andrews, Jr.

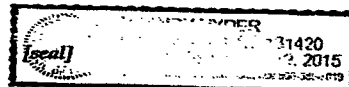
[Signature]
Witness 2 Signature
Isadora M.A. Hobbs
Printed or Typed Name

[Signature]
Denise Andrews

STATE OF FLORIDA
COUNTY OF Flagler

The foregoing instrument was acknowledged before me this 13 day of February, 2015, by Phillip John Andrews, Jr. aka Philip John Andrews, Jr. and Denise Andrews, husband and wife who is personally known to me or who produced FL license as identification and who did/did not take an oath.

[Signature]
Notary Public
My Commission Expires: 1/1/2015



This is a petition/application for a 10' variance to build a swimming pool with a screen enclosure at: 208 Palm Circle, Flagler Beach

Attachment A

The 10' variance request meets the six variance standards as follows.

- 1 The special condition that is peculiar to this residence is abutment to the Intracoastal Waterway Marsh. (picture #1)**
- 2 Circumstances are existing at this residence and not created by applicant. The applicant had a stipulation prior to purchase that a swimming pool can be built at this residence. An email received by the Realtor from the City of Flagler Beach stated "pool deck can go to the property line". The email did not advise that a screen enclosure could not be built on the pool deck. Given the information about a pool, the sale of the home proceeded.**

The information given was incomplete for this residence on the Flagler Beach marsh. A swimming pool without screen enclosure is not acceptable for the majority of homeowners in Florida. Over the past 14 years, I have built 53 swimming pools only 4 were built without screen enclosures.

- 3 Granting the variance will not confer any special privilege to the applicant. Other homes in the same block have screen enclosures. Any residence with direct abutment to a marsh should have the ability to enjoy their outdoor living space without concerns of pests and debris. (picture #2)**
- 4 This variance would allow the applicant to build a swimming pool of reasonable size with a screen enclosure in the same manner that their neighbors enjoy. (picture #3)**
- 5 Variance granted would be considered reasonable use to the majority of Florida homeowners.**
- 6 Granting this variance will enhance the harmony of outdoor living on the marsh. Ordinances are in place to protect the public and land ownership values. Approving this variance will not be detrimental to the public in any way. In fact, it will bring this residence up to the neighboring properties values.**

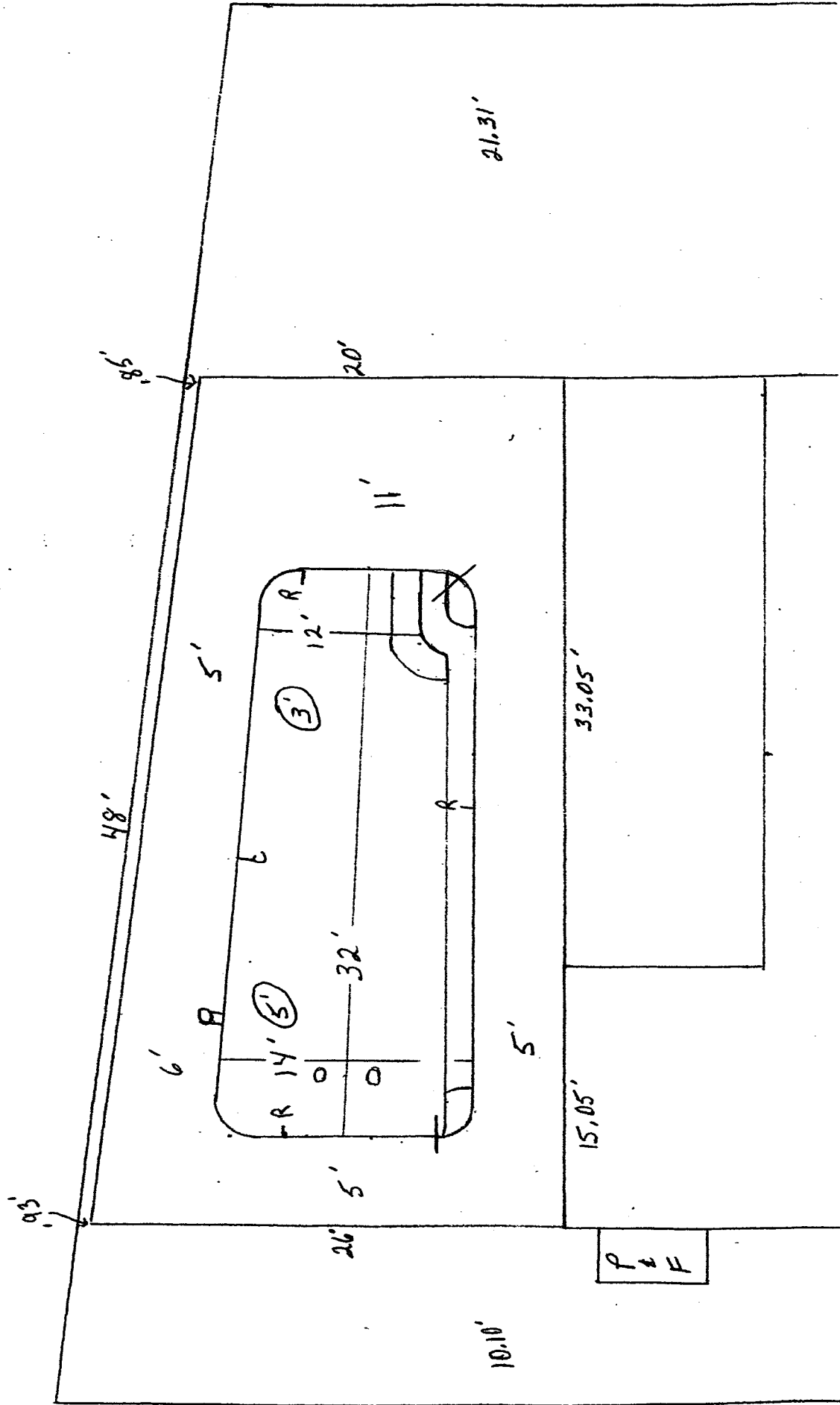
Thank you for your consideration,



**Jill Pond
3B's Custom Concrete, Inc.
CPC057220**

Custom designed swimming pool for:
 Nancy Harrington & Worth Strecker
 208 Palm Circle, Flagler Beach, FL

Concrete & Swimming Pool Experts
 Bill Snyder 386-931-5912
 Jill Pond 386-569-8681
3 B's Custom Concrete, Inc.
 386-439-6034
 Flagler County, FL
 New Construction, Repairs & Remodeling
 * Stamped Concrete *
 Licensed & Insured
 CPC057220
 www.3bsflagler.com



Notice of Public Hearing

City of Flagler Beach

VAR 15-06-01 - 208 Palm Circle (Palm Island Subdivision) - N. Harrington and W. Strickland, applicant and property owner, request a variance to construct a pool and screen enclosure, commencing 1.1 feet from the rear property line as opposed to the required minimum ten (10) feet as provided for in the City of Flagler Beach Land Development Regulations, Section 2.05.05.2, Attached accessory structures in the Single Family Residential zoning district.

The Planning and Architectural Review Board will consider the request and make a recommendation to the City Commission during a regular meeting on Tuesday, June 2, 2015, at 5:30 p.m., in the City of Flagler Beach Commission Chambers at 105 2nd Street South, Flagler Beach, Florida.

The City Commission will conduct a quasi-judicial public hearing on Thursday, June 25, 2015, at 6:30 p.m., or as soon thereafter as possible, in the City of Flagler Beach Commission Chambers at 105 2nd Street South, Flagler Beach, Florida.

All interested parties are invited to attend. Please direct all inquiries to Larry Torino, City Planner, at (386) 517-2000 ext. 230. L2137271. May 23, 2015. 1t



1995

Imagery Date: 1/15/2014

29°28'59.56" N

81°08'14.23" W elev

3 ft

eye alt

681 ft



Google earth

© 2015 Google

208 Palm Cir

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ORDINANCE NO.: 2015-07

AN ORDINANCE OF THE CITY OF FLAGLER BEACH, FLORIDA RELATING TO FARMER'S MARKETS; PROVIDING A DEFINITION FOR FARMER'S MARKETS AND PROVIDING THAT FARMER'S MARKETS ARE A SPECIAL EXCEPTION USE IN THE GENERAL COMMERCIAL, TOURIST COMMERCIAL AND HIGHWAY COMMERCIAL ZONING DISTRICTS; PROVIDING REGULATIONS RELATED TO FARMERS' MARKETS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the City Commission of the City of Flagler Beach recognizes the importance of private Farmer's Markets as an important cultural opportunity for residents and visitors to the City of Flagler Beach; and

WHEREAS, the City Commission of the City of Flagler Beach also recognizes the importance of private Farmer's Markets as important venue for local farmer's and specialty product vendors to exhibit their products and wares; and

WHEREAS, the City Commission of the City of Flagler Beach desires to encourage private Farmer's Markets in those zoning districts within the City of Flagler Beach in which such Farmer's Markets will harmoniously benefit surrounding businesses and development; and

WHEREAS, the City Commission desires to ensure that Farmer's Markets are located in areas in which such Farmer's Markets can be safely conducted in a manner harmonious with surrounding development; and

WHEREAS, the City Commission of the City of Flagler Beach finds that it is in the best interest of the residents, visitors and businesses of the City of Flagler Beach to recognize Farmer's Markets as a special exception use within certain areas of the General Commercial zoning district and within the Tourist Commercial and Highway Commercial zoning districts and provide for a limitation of the types of products sold at such Farmer's Markets to those traditionally associated with Farmer's Markets.

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

SECTION 1. Appendix A, "Land Development Regulations," Article II, "Zoning," of the City of Flagler Beach Code of Ordinances is hereby amended as follows (note: strikethrough text indicates deletions, underline text indicates additions, ellipses (***) identify text that remains unchanged and that is not reprinted herein):

* * *

Sec. 2.02.00. – Definitions.

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Farmer's Market: An outdoor, open air market held on private property with the owner's permission at which vendors sell or promote agricultural products, seafood, licensed products permitted by the Florida Department of Agriculture, cottage food products as defined by the Florida Department of Agriculture, eggs, plants, health food products, arts and crafts, nonprofit organizations and animal rescue adoptions.

* * *

Sec. 2.04.02.8. Zoning Schedule One Land Use Controls

SCHEDULE ONE ZONING SCHEDULE OF USE CONTROLS CITY OF FLAGLER BEACH			
CATEGORY OF USE	USES PERMITTED		
	UNRESTRICTED USES		SPECIAL EXCEPTION USES
	PRINCIPAL	ACCESSORY	
<p>TC - TOURIST COMMERCIAL The provisions of this district are to provide for uses to serve tourist needs in the community. The primary uses are intended for commercial uses for lodging, dining establishment(s), and minor retail establishments which primarily serve tourist(s) and other visitors to the city. NOTE: Section 2.06.05 provides for special requirements of Tourist Commercial in several areas of the city.</p>	<p>1. Motels and hotels. 2. Bed and breakfast inns. 3. Restaurants. 4. Gift shops. 5. Convenience commercial uses such as: a. Beauty or barber shops. b. Laundromat, laundry and dry cleaning pick-up stations. c. Newsstands or bookstores. 6. Off-street parking and loading. 7. Commercial recreational entertainment facilities. 8. Boat and marine supply</p>	<p>1. Automobile parking structures. 2. Cocktail lounges and bars which are accessory to and within a motel, hotel or restaurant. 3. Monopole communication towers and communication antennas which do not exceed the established height limitations.</p>	<p>1. Temporary structures including carnivals, circuses and other temporary commercial amusement activities and religious gatherings for special events of a temporary nature with the city commission establishing the period for which such events shall begin and end. 2. All principal uses permitted in MDR District. 3. Professional Offices. 4. Combined use buildings outside of the defined boundary excluding properties adjacent to A-1-A. 5. Convenience commercial uses such as: food, grocery, drug, or convenience stores. 6. Marinas allowing liveaboard vessels for residential uses</p>

	sales. 9. Marinas. 10. Private clubs. 11. Resort dwellings. 12. Resort condominiums.		<u>7. Farmer's Markets.</u> NOTE: All special exception uses are subject to Section 2.03.00, Section <u>2.06.01</u> and additional specific requirements as noted. (Ord. No. 2005-02, § 2, 3-24-05; Ord. No. 2005-24, § 2, 9-22-05; Ord. No. 2007-30, § 2, 9-27-07; Ord. No. 2009-17, § 4, 10-8-09)
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SCHEDULE ONE
ZONING SCHEDULE OF USE CONTROLS
CITY OF FLAGLER BEACH

CATEGORY OF USE	USES PERMITTED		
	UNRESTRICTED USES		SPECIAL EXCEPTION USES
	PRINCIPAL	ACCESSORY	
GC - GENERAL COMMERCIAL The provisions of this district are intended to serve the general commercial needs of the city, wherein a large variety of retail, commercial, governmental, financial, professional office services and other general commercial are permitted. The activities permitted are intended to be compatible with a pedestrian-oriented area, and uses not compatible with such an environment are discouraged. These include activities which require substantial parking requirements and generate traffic volumes which would be	1. Off-street parking facilities or structures. 2. Business and financial services. 3. Professional offices. 4. Funeral homes. 5. Automotive service stations. 6. Retail building supplies. 7. Restaurants. 8. Retail sales of food, hardware and other household items normally required to serve the residents of the community.	1. Automobile parking structures. 2. Cocktail lounges and bars which are accessory to and within a motel, hotel or restaurant. 3. Customary uses and structures clearly incidental to one (1) or more permitted uses or structures. 4. Residential uses accessory to a principal use, the maximum requirements of which are the same as in the MDR	1. Temporary structures as provided in the TC District. 2. All principal uses permitted in TC District. 3. Day care centers. 4. Commercial recreational facilities. 5. Zero lot line setbacks. 6a. Conversion of existing buildings lying within the defined boundary to combined use buildings. 6b. Combined use

<p>in conflict with the pedestrian character of the area.</p>	<p>9. Medical services and facilities. 10. Public administrative facilities. 11. Essential public services and facilities. 12. Park and recreational facilities. 13. Private clubs. 14. Veterinary hospitals with no kennels. There shall be no overnight stays of animals, except for emergency care. 15. All principal uses permitted in the MDR District. 16. Mini-warehouses. 17. Combined use buildings within the defined boundary. 18. Resort dwellings. 19. Resort condominiums. 20. Boutique Winery.</p>	<p>District. 5. Monopole communication towers and communication antennas which do not exceed the established height limitations.</p>	<p>buildings outside of the defined boundary excluding properties adjacent to A-1-A. 7. Adult Arcades, as permitted in Chapter 4 of the Code of Ordinances. 7. Farmers' Markets (Provided, however, that no Farmers' Market shall be permitted on that portion of Palm Drive zoned General Commercial) (Ord. No. 2005-02, § 2, 3-24-05; Ord. No. 2005-15, § 1, 7-14-05; Ord. No. 2007-33, § 2, 10-25-07) NOTE: All special exception uses are subject to Section 2.03.00, Section 2.06.01 and additional specific requirements as noted.</p>
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<p>SCHEDULE ONE ZONING SCHEDULE OF USE CONTROLS CITY OF FLAGLER BEACH</p>	
<p>CATEGORY OF USE</p>	<p>USES PERMITTED</p>

	UNRESTRICTED USES		SPECIAL EXCEPTION USES
	PRINCIPAL	ACCESSORY	
<p>HC - HIGHWAY COMMERCIAL</p> <p>a. The provisions of this district are intended to complement the Commercial designation of the Future Land Use Map by providing a variety of commercial uses indigenous with the category. The activities permitted are oriented to the need of vehicular uses. These include activities that generate traffic volumes and require high demand parking considerations.</p> <p>b. Each parcel shall be developed so that pedestrian and vehicular circulation is coordinated with the circulation patterns of adjacent properties. To minimize vehicular, pedestrian and bicycle conflict, cross access drives and internal oriented ingress, egress to individual parcels shall be employed, where applicable.</p> <p>NOTE: All commercial uses in existence at the time of the adoption date of Ordinance 2006-13, which are not in conformance with Schedule Two, Lot, Yard, and Bulk Regulations, shall hereby be deemed conforming uses (Ord. No. 2006-13, § 2, 4-3-06)</p>	<ol style="list-style-type: none"> 1. Automotive retail parts store. 2. Automotive service stations without major mechanical repairs. 3. Automotive repair centers, tire sales and service without major mechanical repairs. 4. Car wash to include self wash and/or drive-thru. 5. Bars, Cocktail lounges, taverns and nightclubs within a principal building or as an accessory to hotels and motels. 6. Financial institutions without drive-thru windows. 7. Health clubs. 8. Outdoor eating facilities and service associated with, and on the same property of an enclosed restaurant. There shall be no outdoor music or entertainment. 9. Personal services. 10. Personal storage facilities conducted within a totally enclosed structure. 11. Professional and business services including but not limited to: <ol style="list-style-type: none"> a. Medical services and facilities without overnight care of patients. 	<ol style="list-style-type: none"> 1. Automobile parking structures. 2. Customary uses and structures clearly incidental to one (1) or more permitted uses or structures. 3. Monopole communication towers and communication antennas which do not exceed the established height limitations. 	<ol style="list-style-type: none"> 1. Commercial recreational facilities (e.g. bowling alley, billiard parlor). 2. Hotel, motels and inns. 3. Automotive service stations, automotive repair centers, and lube shops if abutting any residential zoning district. 4. Bars, cocktail lounges, taverns and the like with outdoor entertainment. 5. Restaurants with drive-thru window service. 6. Financial institutions with drive-thru windows. 7. Private, social, recreational or fraternal clubs or organizations. 8. Churches, synagogues or other houses of worship. 9. Medical Marijuana Dispensaries 10. Farmer's Markets <p>NOTE: All Special Exception uses are subject to <u>Section 2.03.00</u> Establishment of Districts, and <u>Section 2.06.01</u>, Special Exception uses.</p>
	<ol style="list-style-type: none"> b. Veterinary offices. There 		

	<p>shall be no overnight stays of animals, except for emergency care.</p> <p>c. Veterinary hospitals or clinics wholly within a noise-attenuated structure with no overnight stays of animals, except for emergency care.</p> <p>12. Retail building supplies.</p> <p>13. Retail sales and services.</p> <p>14. Restaurants.</p> <p>15. Shopping centers providing retail sales of food, hardware and other household items normally required to serve the residents of the community.</p> <p>16. Sexually oriented businesses as defined in Chapter 4, Article II; City Code subject to the following:</p> <p>a. All such sexually oriented businesses, as defined in Ordinance 2006-15, shall maintain a minimum 200 foot setback from the following:</p> <p>1. An area zoned within the county, municipality or adjoining municipality for residential use,</p>		
	<p>2. Areas designated as a category that permits residential uses on the Future Land Use Map of the city/, adjoining city or county.</p> <p>3. Preexisting residence.</p> <p>4. Preexisting religious institution.</p> <p>5. Preexisting park.</p> <p>6. Preexisting education facility.</p> <p>b. The distance from a proposed sexually oriented business to the aforementioned residential areas and other uses shall be measured by drawing a straight line between the closest property line of said residential areas or other uses and the closest exterior wall of any building in which the sexually oriented business is licensed to operate.</p>		

	17. Adult Arcades, as permitted in Chapter 4 of the Code of Ordinances.		
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Sec. 2.06.03 Retail Uses

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Sec 2.06.03.3 *Farmer’s Markets*

(1) A City of Flagler Beach local business tax receipt is required for vendors provided, however, that vendors who already possess a City of Flagler Beach business tax receipt for a business selling merchandise or wares at a different location within the city may sell the same type of merchandise or wares sold at said location at a City licensed farmer’s market without obtaining an additional business license tax receipt from the city.

(2) Farmers’ Markets shall only be allowed on lots of at least ten thousand square feet.

(3) Products and services promoted or offered for sale at a Farmer’s Market shall be limited to those classes of products described in the definition of Farmer’s Market in Section 2.02.00.

(4) Products promoted or offered for sale at a Farmer’s Market shall only be promoted or offered for sale from portable stands or tables. Products shall not be promoted or offered for sale from food trucks.

(5) No tables or stands used in the promotion or selling of products at a Farmer’s Market shall be allowed to remain on the property overnight.

(6) A Farmer’s Market may not be operated on the same property more than three days in any calendar week. For purposes of this section a calendar week shall be defined as a seven day period beginning on Monday and ending on Sunday.

SECTION 2. RECOGNITION OF EXISTING USES. Any Farmers’ Market in existence and operation as of the effective date of this Ordinance shall be deemed a lawfully conforming use and shall not be required to obtain a Special Exception to continue such use. All other provisions of this Ordinance shall be applicable to existing Farmers’ Markets.

SECTION 3. CODIFICATION. It is the intent of the City Commission of the City of Flagler Beach that the provisions of this Ordinance shall be codified. The codifier is granted broad and liberal authority in codifying the provision of this Ordinance.

107 **SECTION 4. SEVERABILITY.** If any section, sentence, phrase, word or portion of
108 this Ordinance is determined to be invalid, unlawful or unconstitutional, said determination shall
109 not be held to invalidate or impair the validity, force or effect of any other section, sentence,
110 phrase, word or portion of this Ordinance not otherwise determined to be invalid, unlawful or
111 unconstitutional.
112

113 **SECTION 5. CONFLICTS.** In any case where a provision of this Ordinance is found
114 to be in conflict with a provision of any other ordinance of this City, the provision which
115 establishes the higher standards for the promotion and protection of the health and safety of the
116 people shall prevail.
117

118 **SECTION 6. EFFECTIVE DATE.** This Ordinance shall become effective
119 immediately upon its passage and adoption.
120

121 **PASSED AND ORDAINED** this __ day of ____ 2015, by the City Commission of the
122 City of Flagler Beach, Florida.
123

124 PASSED ON FIRST READING THIS _____ DAY OF _____, 2015.

125 PASSED AND ADOPTED THIS _____ DAY OF _____, 2015.

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CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

Linda Provencher, Mayor

ATTEST:

Penny Overstreet, City Clerk

NOTICE OF CHANGE TO PERMITTED USES

The City of Flagler Beach proposes to adopt the following ordinance entitled:

ORDINANCE NO. 2015 – 07

AN ORDINANCE OF THE CITY OF FLAGLER BEACH, FLORIDA RELATING TO FARMER'S MARKETS; PROVIDING A DEFINITION FOR FARMER'S MARKETS AND PROVIDING THAT FARMER'S MARKETS ARE A SPECIAL EXCEPTION USE IN THE GENERAL COMMERCIAL, TOURIST COMMERCIAL AND HIGHWAY COMMERCIAL ZONING DISTRICTS; PROVIDING REGULATIONS RELATED TO FARMERS' MARKETS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS AND ESTABLISHING AN EFFECTIVE DATE

Public Hearings on this ordinance will be conducted as follows:

City Commission: First reading June 25, 2015 6:30 p.m. or soon thereafter

The public hearings may be continued to a future date or dates. The times and dates of any continuances of a public hearing shall be announced during the public hearing without any further published notice. The hearings will be conducted in the City Commission Chambers located at 105 South Second Street, Flagler Beach, Florida.

A copy of this notice, the file relating to the proposed ordinance amendment is available for public inspection during regular business hours Monday through Friday from 8:00 a.m. to 5:00 p.m. at 105 South Second Street, Flagler Beach, Florida. The public is encouraged to participate in the processes and procedures of the City and to request copies of the proposed ordinance. For further information about the proposed ordinance, please call (386) 517-2000 Ext. 233.

Pursuant to Section 166.041(3)(a), F.S. all interested parties may appear and be heard with respect to the proposed ordinance. Any person wishing to express his/her opinion may submit written comments regarding the proposed amendment to the City. Comments should be made as early as possible to ensure full consideration.

Pursuant to Sec. 286.0105 F.S. if a person decides to appeal any decision made with respect to any matter considered at the above referenced hearings, he/she will need a record of the proceedings. For such purposes, it may be necessary to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with the *Americans with Disabilities Act*, persons needing assistance to participate in any of these proceedings should contact the City Clerk's Office at 386-517-2000 Ext. 233 at least 48 hours prior to the meeting.

Item

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Staff

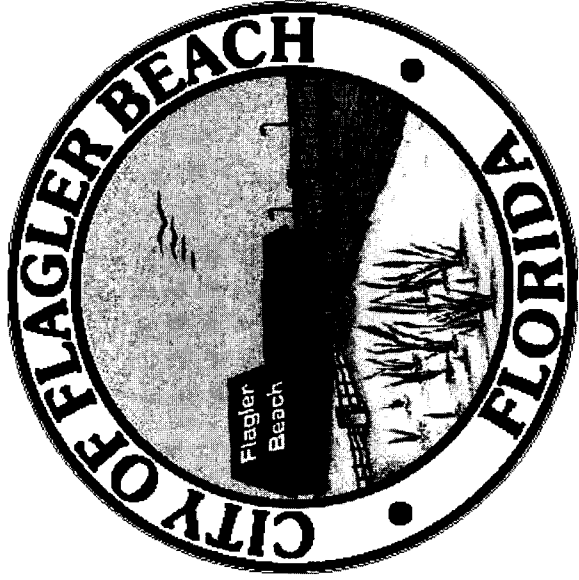
Reports

City of Flagler Beach

Budget Report

as of

May 31, 2015



May 2015

General Fund

	ORIGINAL BUDGET	AMENDED BUDGET	ACTUAL YEAR TO DATE	PERCENT REALIZED	PERCENT OF YEAR	VARIANCE
REVENUES						
Total Dept 3100- AD VALOREM, SALES AND USE TAXES	3,459,222	3,459,222	2,908,153	84.07%	66.67%	17.40%
Total Dept 3200- LICENSE & PERMITS	212,831	212,831	130,374	61.26%	66.67%	-5.41%
Total Dept 3300- INTERGOVERNMENTAL	572,001	596,204	289,304	48.52%	66.67%	-18.14%
Total Dept 3400- CHARGES FOR SERVICE	57,013	57,013	19,560	34.31%	66.67%	-32.36%
Total Dept 3500- FINES & FORFEITURES	52,600	52,600	22,768	43.29%	66.67%	-23.38%
Total Dept 3600- MISCELLANEOUS REVENUE	68,383	85,325	44,534	52.19%	66.67%	-14.47%
TOTAL Revenues	4,422,050	4,463,195	3,414,693	76.51%	66.67%	9.84%

	ORIGINAL BUDGET	AMENDED BUDGET	ACTUAL YEAR TO DATE	PERCENT REALIZED	PERCENT OF YEAR	VARIANCE
EXPENDITURES						
Total Dept 5111- COMMISSION	64,252	66,616	38,952	58.47%	66.67%	-8.19%
Total Dept 5122- EXECUTIVE	102,089	102,412	64,032	62.52%	66.67%	-4.14%
Total Dept 5123- CITY CLERK	121,243	121,243	75,201	62.03%	66.67%	-4.64%
Total Dept 5131- FINANCE	137,515	137,515	86,248	62.72%	66.67%	-3.95%
Total Dept 5141- LEGAL	179,750	179,750	81,056	45.09%	66.67%	-21.57%
Total Dept 5191- MAINTENANCE	220,110	220,110	143,934	65.39%	66.67%	-1.27%
Total Dept 5192- GENERAL GOVERNMENT	786,461	850,811	553,211	65.02%	66.67%	-1.65%
Total Dept 5214- POLICE DEPARTMENT	1,194,049	1,206,510	761,246	63.09%	66.67%	-3.57%
Total Dept 5215- VICTIM'S ADVOCATE	75,985	69,039	44,439	64.37%	66.67%	-2.30%
Total Dept 5221- FIRE DEPARTMENT	521,111	533,291	315,316	59.13%	66.67%	-7.54%
Total Dept 5241- BUILDING & ZONING	121,030	121,030	69,890	57.75%	66.67%	-8.92%
Total Dept 5392- GENERAL FUND CAPITAL	906,667	906,667	712,776	78.61%	66.67%	11.95%
Total Dept 5411- ROADS & STREETS	236,029	362,511	121,159	33.42%	66.67%	-33.24%
Total Dept 5711- LIBRARY	92,352	93,690	54,560	58.23%	66.67%	-8.43%
Total Dept 5712- MUSEUM	6,860	6,860	2,331	33.98%	66.67%	-32.69%
Total Dept 5722- BEACH DEPARTMENT	162,409	162,409	31,754	19.55%	66.67%	-47.11%
Total Dept 5723- DUNE CROSSOVERS	7,360	7,360	1,735	23.57%	66.67%	-43.09%
Total Dept 5800- RECREATION	67,647	67,647	22,377	33.08%	66.67%	-33.59%
TOTAL Expenditures	5,002,919	5,215,471	3,180,217	60.98%	66.67%	-5.69%

GENERAL FUND SUMMARY		
	ORIGINAL BUDGET	ACTUAL YEAR TO DATE
TOTAL REVENUES	4,422,050	3,414,693
TRANSFERS OUT (INFRASTRUCTURE SURTAX)	633,273	
USE (RETURN) OF FUND BALANCE RESERVES	(52,404)	
ENCUMBERED FROM PRIOR YEAR	171,407	
TOTAL EXPENDITURES	5,002,919	3,180,217
NET OF REVENUES & EXPENDITURES	-	234,476

May 2015

CRA Fund

REVENUES	ORIGINAL BUDGET	AMENDED BUDGET	ACTUAL YEAR TO DATE	PERCENT REALIZED	PERCENT OF YEAR	VARIANCE
Total Dept 3100- TAX INCREMENT FUNDING	115,782	115,782	115,552	99.80%	66.67%	33.13%
Total Dept 3200- LICENSE AND PERMITS	-	-	-	#DIV/0!	66.67%	#DIV/0!
Total Dept 3600- MISCELLANEOUS REVENUE	-	-	-	#DIV/0!	66.67%	#DIV/0!
TOTAL Revenues	115,782	115,782	115,552	99.80%	66.67%	33.13%

EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	ACTUAL YEAR TO DATE	PERCENT REALIZED	PERCENT OF YEAR	VARIANCE
Total Dept 5391- FUND EXPENSE	94,516	94,516	70,205	74.28%	66.67%	7.61%
Total Dept 5392- FUND CAPITAL	-	-	-	#DIV/0!	66.67%	#DIV/0!
TOTAL Expenditures	94,516	94,516	70,205	74.28%	66.67%	7.61%

CRA FUND SUMMARY		
	AMENDED BUDGET	ACTUAL YEAR TO DATE
TOTAL REVENUES	115,782	115,552
USE (RETURN) OF FUND BALANCE RESERVES	(21,266)	(21,266)
ENCUMBERED FROM PRIOR YEAR	0	0
TOTAL EXPENDITURES	94,516	70,205
NET OF REVENUES & EXPENDITURES	-	45,347

Building Code Inspection Fund

REVENUES	ORIGINAL BUDGET	AMENDED BUDGET	ACTUAL YEAR TO DATE	PERCENT REALIZED	PERCENT OF YEAR	VARIANCE
Total Dept 3200- LICENSE & PERMITS	117,750	117,750	104,073	88.38%	66.67%	21.72%
TOTAL Revenues	117,750	117,750	104,073	88.38%	66.67%	21.72%

EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	ACTUAL YEAR TO DATE	PERCENT REALIZED	PERCENT OF YEAR	VARIANCE
Total Dept 5242- BUILDING CODE INSPECTION	131,145	131,145	81,711	62.31%	66.67%	-4.36%
TOTAL Expenditures	131,145	131,145	81,711	62.31%	66.67%	-4.36%

BUILDING CODE INSPECTION FUND SUMMARY		
	AMENDED BUDGET	ACTUAL YEAR TO DATE
TOTAL REVENUES	117,750	104,073
USE (RETURN) OF FUND BALANCE RESERVES	17,145	17,145
TRANSFERS OUT (EDUCATION FEES)	(3,750)	(3,750)
TOTAL EXPENDITURES	131,145	81,711
NET OF REVENUES & EXPENDITURES	-	16,400

May 2015 **Pier Fund**

REVENUES	ORIGINAL BUDGET	AMENDED BUDGET	ACTUAL YEAR TO DATE	PERCENT REALIZED	PERCENT OF YEAR	VARIANCE
Total Dept 3400- CHARGES FOR SERVICE	272,561	272,561	159,470	58.51%	66.67%	-8.16%
Total Dept 3600- MISCELLANEOUS REVENUE	80,300	80,300	56,568	70.45%	66.67%	3.78%
TOTAL Revenues	352,861	352,861	216,038	61.22%	66.67%	-5.44%

EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	ACTUAL YEAR TO DATE	PERCENT REALIZED	PERCENT OF YEAR	VARIANCE
Total Dept 5725- PIER BAIT SHOP	346,308	346,308	181,280	52.35%	66.67%	-14.32%
TOTAL Expenditures	346,308	346,308	181,280	52.35%	66.67%	-14.32%

PIER FUND SUMMARY		
	AMENDED BUDGET	ACTUAL YEAR TO DATE
TOTAL REVENUES	352,861	216,038
USE (RETURN) OF FUND BALANCE RESERVES	(6,553)	
TOTAL EXPENDITURES	346,308	181,280
NET OF REVENUES & EXPENDITURES	-	34,758

May 2015 Utility Fund

REVENUES	ORIGINAL BUDGET	AMENDED BUDGET	ACTUAL YEAR TO DATE	PERCENT REALIZED	PERCENT OF YEAR	VARIANCE
Total Dept 3400	2,723,523	2,723,523	1,775,082	65.18%	66.67%	-1.49%
Total Dept 3500	33,093	33,093	22,469	67.90%	66.67%	1.23%
Total Dept 3600	88,975	88,975	263,840	296.53%	66.67%	229.87%
TOTAL Revenues	2,845,591	2,845,591	2,061,391	72.44%	66.67%	5.77%

EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	ACTUAL YEAR TO DATE	PERCENT REALIZED	PERCENT OF YEAR	VARIANCE
Total Dept 5331- WATER TREATMENT PLANT	638,639	638,639	353,590	55.37%	66.67%	-11.30%
Total Dept 5332- D - WATER TRANSMISSION & DISTRIBUTION	241,384	241,384	125,536	52.01%	66.67%	-14.66%
Total Dept 5351- WASTE WATER TREATMENT PLANT	548,330	548,330	322,019	58.73%	66.67%	-7.94%
Total Dept 5352- SEWER COLLECTION	69,999	69,999	36,781	52.55%	66.67%	-14.12%
Total Dept 5391- FUND EXPENSE	889,630	902,563	520,054	57.62%	66.67%	-9.05%
Total Dept 5392- FUND CAPITAL	1,033,000	1,702,178	209,300	12.30%	66.67%	-54.37%
TOTAL Expenditures	3,420,982	4,103,093	1,567,280	38.20%	66.67%	-28.47%

UTILITY FUND SUMMARY		
	ORIGINAL BUDGET	AMENDED BUDGET
TOTAL REVENUES	2,845,591	2,845,591
USE (RETURN) OF FUND BALANCE RESERVES	635,167	635,167
TRANSFERS OUT (RESTRICTED IMPACT FEES)	(59,776)	(59,776)
ENCUMBERED FROM PRIOR YEAR	0	682,111
TOTAL EXPENDITURES	3,420,982	4,103,093
NET OF REVENUES & EXPENDITURES	-	327,418

NOTE: High balance in Miscellaneous Revenue due to collection of Sewer & Water Impact Fees These are transferred out as restricted.

May 2015

Sanitation Fund

REVENUES	ORIGINAL BUDGET	AMENDED BUDGET	ACTUAL YEAR TO DATE	PERCENT REALIZED	PERCENT OF YEAR	VARIANCE
Total Dept 3400	920,024	920,024	603,404	65.59%	66.67%	-1.08%
Total Dept 3500	10,000	10,000	7,197	71.97%	66.67%	5.30%
Total Dept 3600	9,800	9,800	6,556	66.90%	66.67%	0.23%
TOTAL Revenues	939,824	939,824	617,157	65.67%	66.67%	-1.00%

EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	ACTUAL YEAR TO DATE	PERCENT REALIZED	PERCENT OF YEAR	VARIANCE
Total Dept 5341	804,649	804,649	445,370	55.35%	66.67%	-11.32%
Total Dept 5391	59,732	59,732	49,366	82.65%	66.67%	15.98%
Total Dept 5392	185,000	185,000	0	0.00%	66.67%	-66.67%
TOTAL Expenditures	1,049,381	1,049,381	494,736	47.15%	66.67%	-19.52%

SANITATION FUND SUMMARY

	ORIGINAL BUDGET	AMENDED BUDGET	ACTUAL YEAR TO DATE
TOTAL REVENUES	939,824	939,824	617,157
USE (RETURN) OF FUND BALANCE RESERVES	109,557	109,557	
TOTAL EXPENDITURES	1,049,381	1,049,381	494,736
NET OF REVENUES & EXPENDITURES	-	-	122,421

Stormwater Fund

REVENUES	ORIGINAL BUDGET	AMENDED BUDGET	ACTUAL YEAR TO DATE	PERCENT REALIZED	PERCENT OF YEAR	VARIANCE
Total Dept 3300	0	292,773	192,334	65.69%	66.67%	-0.97%
Total Dept 3400	207,360	239,860	154,619	64.46%	66.67%	-2.20%
Total Dept 3500	2,500	2,500	1,787	71.48%	66.67%	4.81%
Total Dept 3600	902	902	278	30.78%	66.67%	-35.89%
TOTAL Revenues	210,762	536,035	349,018	65.11%	66.67%	-1.56%

EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	ACTUAL YEAR TO DATE	PERCENT REALIZED	PERCENT OF YEAR	VARIANCE
Total Dept 5391-	219,740	219,740	78,831	35.87%	66.67%	-30.79%
Total Dept 5392-	30,000	442,521	272,522	61.58%	66.67%	-5.08%
TOTAL Expenditures	249,740	662,261	351,353	53.05%	66.67%	-13.61%

STORMWATER FUND SUMMARY

	ORIGINAL BUDGET	AMENDED BUDGET	ACTUAL YEAR TO DATE
TOTAL REVENUES	210,762	536,035	349,018
USE (RETURN) OF FUND BALANCE RESERVES	38,978	38,978	
ENCUMBERED FROM PRIOR YEAR	249,740	87,248	
TOTAL EXPENDITURES	-	662,261	351,353
NET OF REVENUES & EXPENDITURES	-	-	(2,335)

May 2015

All Funds Budget Report

REVENUES

FUND	ORIGINAL BUDGET	AMENDED BUDGET	ACTUAL YEAR TO DATE	PERCENT REALIZED	PERCENT OF YEAR	VARIANCE
001	4,422,050	4,634,602	3,414,693	73.68%	66.67%	7.01%
101	94,516	94,516	115,552	122.26%	66.67%	55.59%
102	117,750	117,750	104,073	88.38%	66.67%	21.72%
103	352,861	352,861	216,038	61.22%	66.67%	-5.44%
304	38,827	38,827	25,576	65.87%	66.67%	-0.79%
401	3,480,758	4,162,869	2,061,390	49.52%	66.67%	-17.15%
403	1,049,381	1,049,381	617,157	58.81%	66.67%	-7.86%
405	210,762	536,035	349,018	65.11%	66.67%	-1.56%
TOTAL REVENUES	9,766,905	10,986,841	6,903,496	62.83%	66.67%	-3.83%

EXPENDITURES

FUND	ORIGINAL BUDGET	AMENDED BUDGET	ACTUAL YEAR TO DATE	PERCENT REALIZED	PERCENT OF YEAR	VARIANCE
001	4,422,050	4,634,602	3,180,217	68.62%	66.67%	1.95%
101	94,516	94,516	70,205.00	74.28%	66.67%	7.61%
102	134,895	134,895	87,673	64.99%	66.67%	-1.67%
103	346,308	346,308	181,280	52.35%	66.67%	-14.32%
304	38,827	38,827	25,576	65.87%	66.67%	-0.79%
401	3,480,760	4,162,872	1,733,973	41.65%	66.67%	-25.01%
403	1,049,381	1,049,381	494,736	47.15%	66.67%	-19.52%
405	210,762	623,283	351,353	56.37%	66.67%	-10.30%
TOTAL EXPENDITURES	9,777,499	11,084,684	6,125,013	55.26%	66.67%	-11.41%

REVENUES LESS EXPENDITURES

FUND	ACTUAL YEAR TO DATE
001	234,476
101	45,347
102	16,400
103	34,758
401	327,417
403	122,421
405	(2,335)
TOTAL REVENUES LESS EXPENDITURES	778,483

Encumbered, Restricted and Available Cash Balances					
Sunday, May 31, 2015					
	General	Utility	Sanitation	Stormwater	CRA
Operating Accounts	2,082,776	932,534	425,975	262,664	161,802
Inter Fund Transfers Pending	139,707	-	-	-	(139,707)
Budgeted Salaries & Operations Averaged Monthly	(463,470)	(194,212)	(92,253)	(8,887)	(2,115)
SBA Accounts	1,517,771	1,113,607	500,878	94,451	-
FL Municipal	2,744,164	4,007,483	498,939	-	-
Total Cash & Investments	6,020,948	5,859,412	1,333,539	348,228	19,980
Encumbrances:					
CRA Loan Payments	-	-	-	-	15,853
Reserved for Paving	170,557	-	-	-	-
Oceanwalk Promenade Parking Spaces (Engineering O	5,351	-	-	-	-
Tuition Firefighters	7,481	-	-	-	-
City Hall Improvements	-	-	-	-	-
Landscaping Grant (City Costs Only)	10,000	-	-	-	-
Wickline Building Improvements	10,000	-	-	-	-
Dune Post & Rope	15,000	-	-	-	-
Cooling System Police Dept	10,000	-	-	-	-
City Hall Roof Improvements	92,780	-	-	-	-
Public Works Building	-	172,985	-	-	-
Lift Station Pumps & Panels	-	58,000	-	-	-
Lift Station Rebuild	-	130,000	-	-	-
WTP Projects encumbered from 2009/10	-	-	-	-	-
Slip Lining (Contracted)	-	270,000	-	-	-
S 12th Street Lift Station (Sewer Impact Fees)	-	-	-	-	-
Telemetry at WTP	-	15,000	-	-	-
Fencing for Water Tanks	-	5,400	-	-	-
Replace Fire Hydrants - Citywide	-	40,000	-	-	-
New Wells	-	150,000	-	-	-
Grit Removal - WWTP (Improvement)	-	60,000	-	-	-
Bar Screen/Grit Removers (Equipment)	-	120,000	-	-	-
WWTP North Clarifier	-	125,000	-	-	-
Nano Filters WTP	-	84,000	-	-	-
3/4 Ton Pickup Truck WTP	-	40,000	-	-	-
Meter Reader Truck	-	25,000	-	-	-
Altitude Valve WTP	-	7,000	-	-	-
WTP High Service Pump	-	15,000	-	-	-
VFD Aerators/Disolved Oxygen Pumps	-	30,000	-	-	-
Trench Box	-	12,000	-	-	-
Awnings for Well Cabinets - WTP	-	10,000	-	-	-
Potable Well #12	-	138,377	-	-	-
SRF Loan for the Water Treatment Plant	-	232,875	-	-	-
Customer Utility Deposits	-	197,842	-	-	-
Sanitation Truck	-	-	185,000	-	-
South Flagler Parking Lot (from reserved paving funds	20,000	-	-	5,830	-
Lambert Avenue Swale Maintenance	-	-	-	30,000	-
Stormwater Loan Payment	-	-	-	105,195	-
Remaining Stormwater Project (City Costs Only)	-	-	-	-	-
Total Encumbered Funds	341,169	1,938,479	185,000	141,025	15,853
Restricted For Projects funded by:					
Infrastructure (ISX)	481,748	-	-	-	-
Sewer Impact	-	1,437,852	-	-	-
Water Impact	-	1,538,631	-	-	-
Police Training	3,663	-	-	-	-
Confiscated Property	-	-	-	-	-
Law Enforcement Automation	22,060	-	-	-	-
A1A Land Purchases	18,490	-	-	-	-
Restricted Education Fund - Bldg Code Inspection	23,107	-	-	-	-
Reserve for Contingencies	19,449	-	-	-	-
Reserve for Radios (Transferred from ISX)	116,667	-	-	-	-
Reserve for Fire Truck (Transferred from ISX)	31,759	-	-	-	-
Reserve for Utility Infrastructure	-	31,759	-	-	-
Reserve for Pumps	-	25,000	-	-	-
Total Restricted Funds	716,943	3,033,242	-	-	-
Total Encumbered and Restricted Funds	1,058,112	4,971,721	185,000	141,025	15,853
Unencumbered, Unrestricted Funds (Cash Balance)	4,962,836	887,691	1,148,539	207,203	4,128
Total All Funds	6,020,948	5,859,412	1,333,539	348,228	19,980
Total Available Funds (after Encumbrances)	5,679,779	3,920,933	1,148,539	207,203	4,128

Journal Number GL Number	Date Description	JNL	Description	User	DR	CR
3870 POSTED BY KDoyle 001.5111.304800 001.5111.305500	04/07/2015 PROMOTIONAL ACTIVITIES ELECTION EXPENSES	BA	90TH BIRTHDAY CELEBRATION	KDoyle		1,000.00
					1,000.00	1,000.00
3892 POSTED BY KDoyle 001.5214.304910 001.3600.384000 401.5392.303100.040 401.3800.389102 001.3300.334300 001.5214.305201	04/10/2015 ConProp, Educ, Automtn, Expense Other Funding Sources WWTP STUDY AMENDED APPROPRIATED FUND BALANCE STATE GRANT OFFICE OF CRIMINAL JUSTICE EQUIP - GRANT FUNDS LESS THAN \$5000	BA	RESOLUTION 2015-12	KDoyle		11,000.00 23,420.00 1,000.00
					35,420.00	35,420.00
3893 POSTED BY KDoyle 401.5391.304600 401.5391.303100	04/10/2015 REPAIRS & MAINTENANCE PROFESSIONAL SERVICES	BA	INCREASE FOR METER READER REPAIR	KDoyle		300.00
					300.00	300.00
3939 POSTED BY KDoyle	04/21/2015 TEMP LABOR	BA	TEMP LABOR	KDoyle		
Notes: HAD TO HIRE A TEMP WORKER TO REPLACE DERRICK (LABORER T&D). DERRICK IS DRIVING THE SANITATION TRUCK SINCE HE HAS CORRECT LICENSING.						
401.5332.101200 401.5332.303100	SALARY PROFESSIONAL SERVICES				1,500.00	1,500.00
					1,500.00	1,500.00
3941 POSTED BY KDoyle 001.5191.303400 001.5191.304600	04/21/2015 CONTRACTUAL SERVICES REPAIRS & MAINTENANCE	BA	INCREASE FOR PIER BATHROOM CLEANING	KDoyle		40.00
					40.00	40.00
3957 POSTED BY KDoyle 001.5221.304800 001.5221.303100	04/29/2015 PROMOTIONAL ACTIVITIES PROFESSIONAL SERVICES	BA	INCREASE PROMOTIONAL EXPENSES	KDoyle		20.00
					20.00	20.00
3958 POSTED BY KDoyle 001.3600.384000 001.5711.305200	04/29/2015 Other Funding Sources OPERATING SUPPLIES	BA	USE OF LIBRARY DONATION FUND	KDoyle		300.00
					300.00	300.00
3967 POSTED BY KDoyle 001.5122.305200 001.5122.305400	04/30/2015 OPERATING SUPPLIES MEMBRSHPS SUBSCRPTS DUES	BA	INCREASE OPERATING SUPPLIES	KDoyle		66.00
					66.00	66.00
3981 POSTED BY KDoyle 001.3600.384000 001.5711.304600 001.5711.304000 001.3300.334309	05/12/2015 Other Funding Sources REPAIRS & MAINTENANCE TRAVEL/TRAINING EDUCATION GRANTS	BA	LIBRARY DONATIONS & GRANT FOR EDUCATION	KDoyle		157.00 149.00
					306.00	306.00
3982 POSTED BY KDoyle 001.5411.304600.041 001.5411.304600	05/12/2015 REPAIRS & MAINTENANCE REPAIRS & MAINTENANCE	BA	OCEAN PROMENADE PARKING	KDoyle		29,000.00
					29,000.00	29,000.00

Journal Number GL Number	Date Description	JNL	Description	User	DR	CR
					29,000.00	29,000.00
3990 POSTED BY KDoyle	05/15/2015	BA	INCREASE FOR COFFEE, CUPCAKES	KDoyle		
001.5192.305100	OFFICE SUPPLIES				300.00	
001.5192.304800	PROMOTIONAL ACTIVITIES					300.00
					300.00	300.00
3991 POSTED BY KDoyle	05/15/2015	BA	INCREASE FOR OFFICE SUPPLIES	KDoyle		
401.5351.305100	OFFICE SUPPLIES					100.00
401.5351.304000	TRAVEL/TRAINING				100.00	
					100.00	100.00
4007 POSTED BY KDoyle	05/21/2015	BA	NEED TO ORDER BIO ESSAY TESTS	KDoyle		
401.5351.304601	R&M MACHINERY & EQUIPMENT				5,000.00	
401.5351.305200	OPERATING SUPPLIES					5,000.00
					5,000.00	5,000.00
			Total:		73,352.00	73,352.00

Bruce Campbell

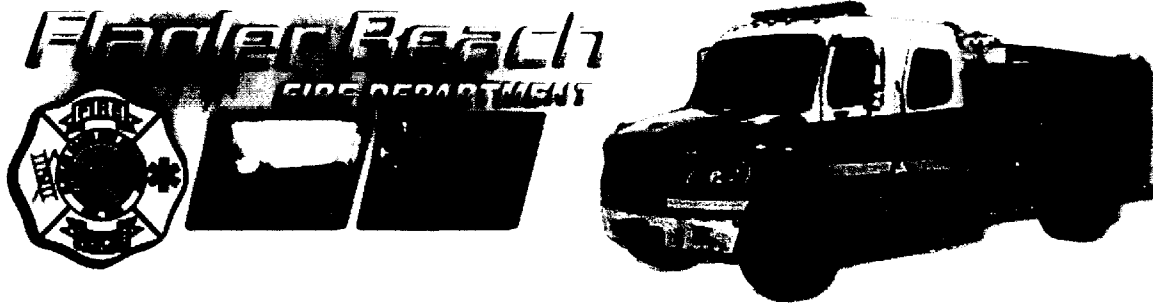
From: Stephen Cox
Sent: Friday, June 12, 2015 12:18 PM
To: Bruce Campbell
Subject: Weekly
Attachments: new weekly report.docx

Sorry for the delay here is the weekly report.

This week crews participated in a County wide multi agency mass casualty drill. The scenario was to reenact a school shooting at FPCS High school with multiple patients. Agencies from all across the state of Florida assisted in putting this on as well as Lt.Cox who has been to multiple workshops to help put this together. All in all the training scenario was a great success and all agencies gained valuable training. The estimated cost of the training scenario was estimated over \$300,000. Our crews received this training at no cost.

Our department has received the new arrival of Ski-11. Crews have been training on the ski all week to meet its current maintenance as required by the manufacturer. This unit will be a great asset to serve the community and will last us many years.

Earlier this week crews have started to conduct fire walk throughs at our local businesses. These walk throughs familiarize crews of floor plans and any hazardous storage that the building contains. This helps our responding crews know the structure in case of an emergency incident.



Flagler Beach Fire Department

Weekly Run Report from 5/4/2015 – 5/11/2015

CALLS BY INCIDENT TYPE

EMS

13

FIRE

5

Hazardous Condition (No Fire)

0

Service Call

7

Good Intent Call

0

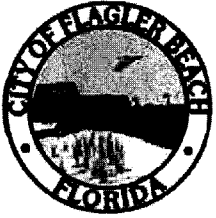
False Alarm & False Call

0

Total Calls

25

Stephen Cox
Lieutenant/Paramedic, EMS Clinical Service Director
Flagler Beach Fire Rescue
320 S. Flagler Ave
Flagler Beach, Florida 32136
386-517-2010



06/18/2015

Mr. Campbell,

I am very appreciative of the time off last week and I am happy to say it was one of the best vacations my family and I have ever had. Upon my return there has been much time dedicated this week to scheduling and duty assignments for the 4th of July. Department members have also been involved with Fire Flight training, submitting incident reports to the state database, and preparing another PSA. Many of the week's activities are listed as followed;

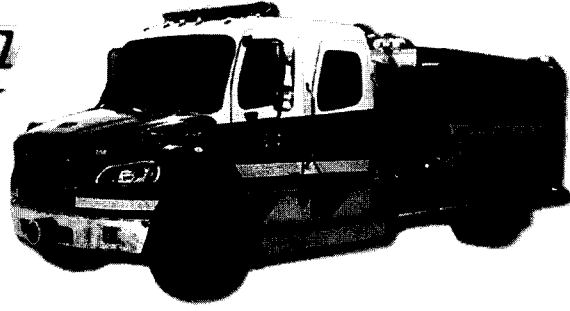
1. The department was finally able to complete landing zone training with Fire Flight on Monday evening. Due to weather delays and scheduling issues the training took 3 months to accomplish. During the training department members participated in reviewing emergency shut off equipment, directing the pilot in landing the helicopter, and loading a patient while the helicopter was operating. I am confident that each participating member gained a great deal of knowledge for any future calls that would involve Fire Flight. 14 department members successfully completed the training and received certification. Captain Doughney and I are currently working with Fire Flight's Sr. Pilot in mapping out 4 to 5 predetermined landing zones within the city.
2. Nautilus Condominiums conducted their annual testing for fire alarm certification this week. Though multi-family dwellings are not required to follow NFPA recommendations, the fire department applauds the ones that do. The annual certification falls under the guidelines of NFPA 72. During the testing there were 130 pieces of equipment inspected including smoke detectors, manual pull stations, and speakers. Only a speaker failed throughout the inspection and it is in the process of being repaired. The final test results will be turned over to the Fire Inspector to be placed in the Nautilus inspection file and the department's pre-incident planning.
3. The department has prepared another PSA to be delivered on the Surf 93.7. The latest PSA covers How to Survive a Rip Current. The following definition of rip currents will be delivered in the announcement; Rip currents are channelized currents of water flowing away from shore at surf beaches. Typically, they form at breaks in sandbars, and also near structures, such as jetties and piers, as well as cliffs that jut into the water. Rip currents are common and can be found on most surf beaches, including the Great Lakes and Gulf of Mexico. The swimming safety tips contained within the PSA are listed as followed;
 - Don't fight the current
 - Relax to conserve energy
 - Staying calm can save your life
 - Do NOT try to swim directly into shore
 - Always swim in front of a lifeguard

Lieutenant Kennedy is scheduled to deliver this announcement tomorrow.

4. Gibbs the firehouse dog joined many of the city employees in attendance at the latest Quarterly Safety Meeting. While Gibbs was receiving much desired attention by city staff, I was questioned on the absence of his city dog tag. Sadly I did not realize this was a requirement for dogs living within the city. During his stay at the Humane Society Gibbs was outfitted with a locator chip and all other tags, but had never been registered with the city after arriving at the department. FF/EMT Forehand gathered all the proper documentation on Gibbs and as of this week I am happy to say he is accordance with city ordinance.
5. I have mentioned in previous reports of the lack in state reporting I was made aware when appointed to the position of captain. The State Fire Marshal's office utilizes a program called the Florida Fire Incident Reporting System. Unfortunately I was advised shortly after entering my new position by the state that the department had not been in compliance for several years. I assigned this task to Lieutenant Cox and the department has received certificates of appreciation the last two years for 100% participation in the program. I've just recently received some positive feedback from the state regarding Lt. Cox's submissions. He has done an excellent since assigned this responsibility and the department is on track once again to receive a certificate of 100% participation for 2015.
6. This week's training was module 3 in the 4 part series of Emergency Response to Terrorism. The training once again encompassed both the Fire and EMS requirements for the week. After completing the course participating members were assigned 4 written exams on multiple topics, those topics are listed as followed;
 - Identify characteristics of the six common types of personal threats to a first responder's safety
 - Contrast the value of different self-protective measures
 - Differentiate among the hazards that can occur at various incidents
 - Relate the protective measures of time, distance, and shielding to various incidents

As mentioned in the opening there has been much time dedicated to planning for the weekend of the 4th and I'm sure the department's IAP (Incident Action Plan) will require a few modifications over the next couple of weeks. I am however confident this year's event will take place with the upmost efficiency considering all the planning that has taken place within the city and the EOC.

Thanks,
Bobby



Flagler Beach Fire Department

Weekly Run Report from 6/11/15-6/18/15

CALLS BY INCIDENT TYPE

EMS

12

FIRE

4

Hazardous Condition (No Fire)

0

Service Call

8

Fire Alarm

2

Motor Vehicle Accident

3

Total Calls

29

FLAGLER BEACH LIBRARY

MONTHLY REPORT

MONTH: MAY, 2015

CIRCULATION:

BOOKS: 1090

DVDS:19

AUDIOS: 68

MEMBERSHIPS:

NEW: 25

RENEWALS: 35

BOOKS PURCHASED:

FICTION:14

NON-FICTION:5

LARGE PRINT: 6

YOUNG ADULT/CHILDREN: 0

DVDS PURCHASED: 0

AUDIOS PURCHASED: 9

CD MUSIC: 0

LIBRARY EVENTS:

TUES., 5:30 PM- BROWNIE GIRL SCOUTS

THURSDAYS, 11 AM- TODDLER STORYTIME

MAY 21, 1:00 PM- FL HISTORY BOOK CLUB



FLAGLER BEACH POLICE DEPARTMENT
 Matthew P. Doughney, Police Captain
 204 S. Flagler Ave
 Flagler Beach, FL 32136
 386.517.2023

Captains Weekly Report

From: Friday	6/5/2015	To: Thursday	6/11/2015
Calls For Service	71	Reports Written	23
Self-Initiated	44	Comm. Policing	41
Traffic Stops	28	Security Checks	300
			Citations Issued
			Warnings (Written/Verbal)
			21
			25

Captains Weekly Summary

Friday: 6/5/15 @ 1:01 a.m. / Animal Complaint / 900 Block of North Central Avenue: Officers were dispatched in reference to a six foot (6') alligator in the roadway. The alligator walked off the road and into the front yard of a private residence. The Florida Wildlife Commission was contacted and a trapper responded. The alligator was trapped and removed without incident.

Friday: Dayshift Officers canvassed the following neighborhoods in reference to recent car break ins; Cedar Island, Cumberland Drive, Palm Avenue, Yorkshire Drive, Sherwood Drive and South Flagler Avenue. A total of fifty-four (54) Courtesy Card/Door Hangers were handed out to residents or placed on residential doors.

1st Friday: The band "Steam" was this month's musical entertainment and a crowd estimated at 400 were on hand. A good time was had by all, there were many attendees that were dancing in the park and there were no problems with this month's 1st Friday event.

Friday: 6/5/15 @ 5:32 p.m. / Warrant & Narcotics Arrest / 300 Block of South 3rd Street: A vehicle was stopped for running a stop sign. The driver had an active Flagler County Warrant for Grand Theft and he was also found to be in possession of Marijuana under 20 grams. A passenger in the vehicle was in possession of a drug paraphernalia a single Morphine pill. The driver and passenger were arrested without incident and transported to the Flagler Inmate Facility.

Saturday: 6/6/15 @ 1:48 p.m. / Warrant Arrest / 15th St. & North Oceanshore Boulevard (on the beach): Officers were dispatched in reference to two (2) suspicious individuals on the beach. The two (2) individuals were contacted and one (1) was found to have a warrant out of Flagler County for Failure to Appear in reference to; Retail Theft. The wanted subject was arrested without incident and transported to the Flagler Inmate Facility.

Saturday: Officer Pineda conducted bicycle patrol in the Boardwalk area from 6:35 p.m. until 8:30 p.m.

Sunday: 6/7/15 @ 2:02 a.m. / Commercial Burglary / 1842 South Oceanshore Boulevard (A1A Beverage): Officers were dispatched to an alarm call at the business. Upon arrival, the front and rear glass doors had been smashed and the building was cleared. Continued on next page.

Cont: In store video shows a vehicles headlights pull up in front of the business, then two (2) subjects exit the vehicle, smash out the front door glass and enter the business. A few moments later a third subject breaks the rear glass door. All three (3) subjects removed cigarettes and Lottery scratch-off tickets. The cash drawer which contained only change was also taken. Pictures and video were disseminated to the media and Detective Williams is following up on two (2) leads.

Sunday: Officer Pineda conducted bicycle patrol on the south end of the City from 12:30 a.m. until 2:40 a.m. The early morning bicycle patrols were conducted in response to the recent car break ins.

Monday: Captain Doughney patrolled the Boardwalk area from 2:30 p.m. to 4:30 p.m. A fight between a couple of teenagers on the Boardwalk lead to the arrest of one (1) juvenile for Criminal Mischief to a vehicle.

Monday: Captain Doughney attended the Executive Board Meeting for Flagler County's Police Athletic League (PAL). The meeting was held at the PAL office on Moody Boulevard from 5:30 p.m. to 6:30 p.m.

Wednesday: Officers assisted the Sheriff's Office Special Investigative Unit with a narcotics search warrant at an apartment in the 200 block of South 26th Street. Over one (1) pound of marijuana was seized as were other narcotics and a .380 handgun. Two (2) arrests were made and we've received positive feedback from the community in re; to these arrests.

Wednesday: Captain Doughney attended the Communications (Radio) User Group meeting at the EOC from 10:00 a.m. to 11:30 a.m.

Wednesday: 6/10/15 @ 8:37 a.m. / Burglary / 2444 South Oceanshore Boulevard: The business owner called to report that overnight, an unknown person(s), broke a window to the business with some type of blunt object. The suspect(s) reached in and took multiple bottles of liquor. There was no video surveillance footage of the crime.

Wednesday: 6/10/15 @ 11:36 p.m. / Unsecure Building / 2119 North Oceanshore Boulevard (Jose Gasper): While conducting a security check, Officers found the front door of this business unlocked. The business was cleared and the owner was contacted. The owner looked around, advised everything was fine and the business was secured.

Thursday: A Countywide "Active Assailant" exercise was conducted today at Flagler Palm Coast High School. Sergeant Shamp was involved in the pre-planning/organization of the exercise and today he participated as one of the exercise "Safety Officers".

Thursday: 6/11/15 @ 7:42 a.m. / Larceny / 2700 Block of South Central Avenue: The reporting party called to report that a cement mixer was left on the job yesterday afternoon. When the work crew returned this morning the mixer was gone. The mixer is red with the initials J.M. spray painted in white on the underside of the motor cover and on the sides of the mixer. There are no suspects at this time.

Thursday: Officers on night shift conducted security checks on closed businesses throughout the City and left ten (10) Courtesy Cards/Door Hangers.

Sea Dune Parking: Officers monitored sea dune parking and took the following enforcement actions; one (1) warning and one (1) citation.



FLAGLER BEACH POLICE DEPARTMENT
 Matthew P. Doughney, Police Captain
 204 S. Flagler Ave
 Flagler Beach, FL 32136
 386.517.2023

Captains Weekly Report

From: Friday	6/12/2015		To: Thursday		6/18/2015
Calls For Service	76	Felony Arrest	1	Reports Written	18
Self-Initiated	38	Misd. Arrest	2	Comm. Policing	43
Traffic Stops	16	City Ordinance	30	Security Checks	353
				Citations Issued	29
				Warnings (Written/Verbal)	34

Captains Weekly Summary

Friday: 6/12/15 @ 3:42 a.m. / Unsecured Building / 800 Block of North Oceanshore Boulevard: Officers found a business unsecured while conducting a security check. The business was cleared and everything appeared normal. An attempt to locate an Emergency Contact to no avail. The business was secured and a courtesy card was left for the owner.

Saturday: 6/13/15 @ 7:33 a.m. / Ordinance Violation - Animal Bite / 2200 Block of South Daytona Avenue: Officers responded to a dog bite call and the investigation revealed that the dog owner did not properly restrain her dog, therefore it was able to run at large. While the dog in question was running at large it bit a neighbor. Animal Control was notified and they decided to allow the dog owner to keep the dog detained at home during the mandatory quarantine period. The Health Department was notified and several citations were issued to the dog owner. On Wednesday, June 17th the investigating Officer followed up on this case and the dog owner was issued two (2) additional City citations for not having her two (2) dogs vaccinated.

Saturday: 6/13/15 @ 6:34 p.m. / Zone 2 / Hit & Run Crash / 101 North Oceanshore Boulevard: Officers responded in reference to a vehicle that backed into a motorcycle (knocking it over) and then leaving the area. A witness obtained the suspects' vehicle tag number and the Officer investigating the crash obtained video from Finns security cameras. The owner of the vehicle was contacted and advised that he'd come to the Police Department on 6/14/15. On 6/14/15 @ 6:58 p.m. the driver of the suspect vehicle arrived at the Police Department. The subject advised that he did not know that he'd hit the motorcycle or he would have stayed on scene. The crash report was completed with all relevant information. A traffic citation was issued to the vehicle operator.

Sunday: 6/14/15 @ 11:49 p.m. / Narcotics / 1544 South Oceanshore Boulevard (Beach Front Motel): Officers responded in reference to a narcotics complaint at a room in the motel. Upon arrival, Officers located a subject sitting in front of the room in question. Officers approached and asked the subject if he'd been smoking marijuana and he advised "yes". The male had a glass pipe in his pocket and a small baggie containing marijuana. The male was cooperative, he was arrested and issued a Notice to Appear in Court for Possession of Marijuana under 20 grams and Possession of Drug Paraphernalia.

Monday: Captain Doughney patrolled the City on one (1) of our Police bicycles from 12:30 p.m. to 4:30 p.m. Time was spent on the Boardwalk as well as riding the alleyways on the south end of the City.

Tuesday: 6/16/15 @ 10:02 a.m. / Missing Person Found / 2300 Block of South Oceanshore Boulevard: While following up on a recent burglary case, Officers located a missing runaway juvenile on the beach. The juvenile had been reported missing on 6/15/15 and he was recovered unharmed. The juvenile was transported to the Police Department at which time his mother arrived to pick him up. A Police report was completed and the juvenile's info was removed from FCIC/NCIC.

Tuesday: 6/16/15 @ 5:10 p.m. / Missing Person Found / 200 Block of South Oceanshore Boulevard (Boardwalk): While Officers were in the area of the Pier, a missing juvenile was located unharmed. The juvenile had an active warrant out of Flagler County in re; to Burglary of a Conveyance and he was transported to the Police Department. The youth's Father was notified and the youth was transported to the Department of Juvenile Justice in Daytona Beach. A Police report was completed and he youths information was removed from NCIC/FCIC.

Wednesday: 6/17/15 @ 2:11 a.m. / Domestic Disturbance / 1200 Block of South Daytona Avenue: Officers were dispatched to a civil dispute in reference a male taking his girlfriend's car. The investigation revealed that while the victim and suspect were arguing about the use of a car, the suspect jammed the car keys into the victims face, causing a minor laceration to her lip. The suspect left the scene prior to Officers arrival and the car in question was located (un-occupied) in the area of the Boardwalk. At 3:37 a.m. the male suspect was located walking in the 600 block of South Central Avenue and he was subsequently arrested (without incident) and charged with Domestic Battery.

Wednesday: 6/17/15 @ 3:11 a.m. / Crash - Vehicle vs. Deer / 2200 Block of South Oceanshore Boulevard: The vehicle operator advised that the deer came up from the beach and darted out directly into his path. There was minor damage to vehicle and no injuries to driver. The deer was severely injured and was euthanized. The deer was removed from the scene.

Thursday: Thirty four (34) of our current "Junior Lifeguards" toured the Police Department today. Sergeant Parrish provided a guided tour of the Police Department and he and Captain Doughney answered questions from the inquisitive group.

Sea Dune Parking: Officers monitored sea dune parking and took the following enforcement actions; one (1) citation and two (2) warning were issued.

PUBLIC WORKS DEPARTMENT
WEEKLY REPORT TO THE CITY MANAGER
JUNE 19, 2015

MAJOR PROJECTS

Maintenance Building – The new public works building has all the walls in place and the roof work is done except for a few minor pieces. I expect the overhead and personnel doors will be installed next week as well as starting the interior electrical work.

Well #11 – The well is on line and operating. The next discussion will be the feasibility of resurrecting well #12 for production. CCI contract renewal is on the agenda for June 25.

WWTP – We are preparing a new RFP for the clean-out of accumulated debris in the carousel oxidation ditch. I discussed the situation with Kevin Lee and he recommended re-bidding with finite numbers for volume to use unit pricing.

City Hall – Dacom Home Accents, LLC's quote for demo and repair for \$84,345 was approved by Commission last night, including a new roof. The contractor has been informed of bid award and will make preparations to commence. They will be on site the week of July 20th. Project estimated to take 4-6 weeks.

Slip-lining Project – Financial considerations have been resolved with Insituform. Also, an FPL power line was drilled through our sewer main, causing the point repair at 1500 N. Central. FPL has no record of work in this area.

8th STREET PARKING

The Public Works crew has started work on the S. 8th St. parking area with the intention of being open for July 4th. An old septic system has been found in the SE corner of the lot beside the auto repair shop. Gray water appears to be coming from the old "Tee Times" building. The building manager will connect to sewer and disconnect for abandonment. Concrete will be delivered Monday for HC parking and aprons. Work will start on Promenade area.

WATER DEPARTMENT

We flushed the north end of town due to low chlorine residual, using 13,950 gallons. We may be getting feedback from the pressure regulator on the main going to Beverly Beach. T&D will investigate.

CCI was on site at Well 11, running pumping tests and chlorinating the well.

Bacteriological tests on the well were good and it is now in service. We are having a sand problem from the drought and are flushing the cartridge cans every hour and a half when we are running two trains. We need rain.

WASTEWATER DEPARTMENT

Polston Technologies checked on the amount of sand and grit removal will be necessary to help estimate their bid for the oxidation ditch RFP.

The low rainfall of 2.0 inches so far this month is allowing for evaporation of the 2 big and 1 little drying beds.

MLSS readings are still around 3000 to 3100 mg/L, an improvement over the 3500+.

TN for May was 24,212.02 lbs/yr, which is under the old limit of 25,915.

We pulled our second set of bio assay samples for retesting this week.

TSS was 1.0 mg/L which is better than expected since the filter is out.

LIFT STATIONS

All lift stations are pumping normally. Dave Taylor met with contractors for estimates on minor repairs to lift stations at South 20th, South 3rd, Lambert and Palm Ave.

Repairs were made to the PEP system at 1140 Lambert Avenue; it is now functioning properly.

SANITATION DEPARTMENT

Bruce G. has been busy making sure the new drivers are learning the routes. We have also been helping Allen's crew with S. 8th street by removing palm trees and trimmings. Steve Wood will be back on Monday for driving and light duty. Rumor has it that the Bunnell Transfer Station will be approved for operations in a month. Bruce will negotiate with the owner regarding fees.

T & D, WATER TRANSMISSION & DISTRIBUTION

Work continues on the S. 8th St. parking lot; forms were set.

We repaired a water break at South 8th and Daytona.

We connected water service at 1811 S. Central and 132 Lehigh.

We cleared a vacant lot north of 1104 S. Daytona.

Maintenance Department

The irrigation time clock was replaced in Vet's Park.

Flags were stored following Flag Day, 6-14-15.

Fencing was installed at the North 20th Street dune walkover

At the pier, a broken railing, a shower valve, and the window at the lifeguard hut were repaired

Wayfinder signs were spiffed up by replacing rusty bolts

Portable generators were inspected

We continue to cut and install inscribed pier planks

PUBLIC WORKS DEPARTMENT
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We continue to cut and install inscribed pier planks

Recreation Staff report
Tom Gillin
Recreation Director
May 2015

1. Junior Lifeguards
 - a. Visited Old Kings, Rymfire, Wadsworth and Imagine Elementary Schools to promote water safety and Junior Lifeguards
 - b. Began registration for summer programs.

2. Music in the Park
 - a. May 1st, “Liquid Jade” performed
 - i. Approximately 800 people attended.
 - b. Next event is planned for June 5th

3. Lifeguards
 - a. Completed USLA ocean training of lifeguards for 2015 season.
 - b. Scheduled training for Saturdays and Sundays in May.
 - i. All lifeguards meet USLA requirements.
 - ii. Training included CPR and First Aid and ocean rescue.
 - c. Began Full time lifeguard coverage on Memorial Day weekend.

4. Pier Bait Shop
 - a. Supervised pier operations for May
 - b. Planned for June schedule
 - c. Reviewed procedures for fireworks on the pier.

5. Special Events
 - a. Continued planning for July 4th weekend.
 - b. USLA Southeast Regional Lifesaving Championships
 - i. Hosted by Flagler Beach July 16, 17, 18
 - ii. Over 200 competitors and 1,000 spectators expected