

REGULAR MEETING OF THE FLAGLER BEACH CITY COMMISSION THURSDAY, SEPTEMBER 22, 2016 AT 5:30 P.M. AND TO BE CONTINUED UNTIL ITEMS ARE COMPLETE. CITY COMMISSION CHAMBERS, 105 S. SECOND STREET, FLAGLER BEACH, FLORIDA 32136

AMENDED AGENDA

1. Call the meeting to order.
2. Pledge of Allegiance followed by a moment of silence to honor our Veterans, Members of the Armed Forces and First Responders.
3. Proclamations and Awards.
  - a) Proclamation recognizing the Pink Army and Breast Cancer Awareness.
  - b) Presentation to City from Tom & Barbra Tant.
4. Deletions and Changes to the Agenda.
5. Comments regarding items not on the agenda. Citizens are encouraged to speak. However, comments should be limited to three minutes.

CONSENT AGENDA

6. Approve the minutes of the Regular meeting of September 8, 2016, the Special meeting of and September 07, 2016 – Penny Overstreet, City Clerk.
7. Approve a one year contract for State Lobbyist Service with Anfield, in an amount not to exceed \$30,000 and authorize the Mayor to sign the same – Larry Newsom, City Manager.
8. Approve a Utility Easement between Seaside Landings, LLC and the City of Flagler Beach, Florida, and authorize the Mayor to sign same – Robert Smith, Public Works Director.
9. Approve an Agreement between the Office of the Attorney General, Bureau of Advocacy and Grants Management and the City of Flagler Beach for the Victims of Crime Act (VOCA) Grant, and authorize the Mayor to sign same.
10. Award a bid to SGS Contracting Services, Inc. for the Water Treatment Plant Degasifier Odor Control Repairs in an amount not to exceed \$98,500.00 – Robert Smith, Public Works Director.

GENERAL BUSINESS

11. Consider a request for a Special Event “Flagler Fun Coast Bed Race” scheduled for November 8, 2014, 5, 2016 requested rain date November 9, 2014-6, 2016. The applicant is seeking financial compensation for required city services – Suzy Gamblain – Flagler Volunteer Services.
12. Resolution 2016-38 Resolution of the City Commission of the City of Flagler Beach, Florida amending Resolution 2015-24 which adopted the FY 15/16 budget, to reflect a budget

amendment for various city activities; providing for conflict and an effective date – Kathleen Doyle Finance Director.

13. Consider appointments to the Economic Development Task Force (EDTF) – Penny Overstreet, City Clerk.

#### COMMISSION COMMENTS

14. Commission comments, including reports from meetings attended.

#### PUBLIC HEARINGS

15. Ordinance 2016-05, an ordinance of the City of Flagler Beach, Florida providing for a small scale comprehensive plan amendment to the future land use map for a portion of lot 12 located in Bruner Subdivision Addition, as recorded in Official Records Book 05, Page 24 of the Official Records of Flagler County, Florida; amending the City of Flagler Beach Comprehensive Plan designation for the property from Other Public Facilities to Residential Low Density; providing for severability; providing for codification; providing an effective date.– second and final reading.
16. Ordinance 2016-08, an ordinance by The City Commission of the City of Flagler Beach, Florida amending Chapter 21 Vehicles for Hire, providing for codification, conflict and an effective date – first reading.

#### STAFF REPORTS

17. Staff Reports.
18. 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.

# 2016 Pink Army

## “Raise the Pink Flag” Proclamation

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**WHEREAS**, October is National Breast Cancer Awareness Month; and

**WHEREAS**, the Florida Hospital Flagler’s breast cancer awareness campaign is called “The Pink Army”; and

**WHEREAS**, the Pink Army campaign is aimed at creating greater awareness about the life-saving benefits of annual mammograms and early detection; and

**WHEREAS**, the Florida Hospital Flagler Foundation, through the Pink Army program, provides mammography assistance to qualified women in our area; and

**WHEREAS**, the 2016 Pink Army campaign is kicking off with local municipalities “Raising the Flag”; and

**WHEREAS**, the City of Flagler Beach, FL raised the Pink Army flag on Friday, October 7, 2016 in Veteran’s Memorial Park as part of the First Friday event;

**NOW THEREFORE**, I LINDA PROVENCHER, MAYOR OF THE CITY OF FLAGLER BEACH do hereby proclaim the City of Flagler Beach raised the Pink Army flag to encourage its residents to intensify their awareness of breast cancer and the importance of screening mammograms.

IN WITNESS WHEREOF, I have hereunder set my hand this 22<sup>th</sup> day of September, 2016.

*CITY OF FLAGLER BEACH, FLORIDA*

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Linda Provencher, Mayor

ATTEST:

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Penny Overstreet, City Clerk

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SPECIAL MEETING OF THE FLAGLER BEACH CITY COMMISSION, WEDNESDAY, SEPTEMBER 7, 2016 AT 5:01 P.M. 105 SOUTH 2<sup>ND</sup> STREET FLAGLER BEACH, FLORIDA 32136.

MINUTES

PRESENT: Mayor Linda Provencher, Chair Jane Mealy, Vice-Chair Marshall Shupe, Commissioners Rick Belhumeur, Kim M. Carney and Joy McGrew, City Attorney D. Andrew Smith, III, City Manager Larry M. Newsom, Finance Director Kathleen Doyle, and City Clerk Penny Overstreet.

1. CALL THE MEETING TO ORDER: Chair Mealy called the meeting to order at 5:01 p.m.
2. PLEDGE OF ALLEGIANCE: Mayor Provencher led the pledge to the flag.
3. OVERVIEW OF 2016-17 FY BUDGET – CITY MANAGER LARRY NEWSOM: Finance Director Kathleen Doyle and City Manager Larry Newsom reviewed a revised budget summary. The changes recommended from the last budget workshop reduced the millage rate from 5.5007 to 5.0211 which equates to a 6% reduction on the proposed tax bills mailed out by the tax collector.
4. FIRST PUBLIC HEARING ON THE 2016/2017 FISCAL YEAR BUDGETS: Chair Mealy opened the public hearing. Jane Rene Raymond, 2 year resident 15 Ocean Palm Villa North, requested clarification of the reduction in the millage from 5.5 to 5.2. Patty Sinclair requested the city include \$500.00 in the 16/17 fiscal year budget, funding for the Trap Neuter Release (TNR) program to control the feral cat colonies. Ms. Sinclair distributed a hand out from Dr. Rosado. Ms. Sinclair reported Dr. Rosado performs the spaying and neutering at a discounted rate. The Commission reached a consensus to use the discretionary line to fund \$500.00 for the TNR program. Sandy Judy appreciates the money to control the population. Commissioner Belhumeur inquired how the money would be managed. City Clerk Overstreet stated the purchasing policy would be followed and that the Finance Department would establish parameters for how the City will be invoiced and how those invoices would be paid. Commissioner Belhumeur offered an additional \$500.00 donation to fund the program.
5. RESOLUTION 2016-36, A RESOLUTION OF THE CITY OF FLAGLER BEACH, FLORIDA LEVYING THE AD VALOREM PROPERTY TAX MILLAGE RATE FOR MUNICIPAL PURPOSES ON ALL TAXABLE PROPERTY WITHIN THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2016 AND ENDING SEPTEMBER 30, 2017, STATING THE MILLAGE TO BE LEVIED IS 5.2100 IN FLAGLER COUNTY AND 5.2100 IS THE RATE TO BE LEVIED FOR VOLUSIA COUNTY; AND PROVIDING AN EFFECTIVE DATE: Attorney Smith read title of Resolution 2016-36 into the record. Motion by Commissioner Shupe that we approve Resolution 2016-36. Commissioner Belhumeur seconded the motion. Chair Mealy opened public comments. No comments were offered. Chair Mealy closed public comments. The motion carried unanimously, after a roll call vote.

6. RESOLUTION 2016-37, ADOPTING BUDGETS FOR THE GENERAL FUND, UTILITY FUND, SANITATION FUND, STORMWATER FUND, CRA FUND, PIER ENTERPRISE FUND, AND BUILDING CODE INSPECTION FUND FOR THE FISCAL YEAR 2016-17, FIXING APPROPRIATIONS THEREIN; PROPOSING EXPENDITURES THEREUNDER; AND DETERMINING THE AMOUNT OF MONEY TO BE RAISED BY TAXATION AND PROVIDING AN EFFECTIVE DATE HEREOF; FIRST READING: Attorney Smith read the title of Resolution 2016-37 into the record. Motion by Commissioner Belhumeur to approve Resolution 2016-37. Commissioner Shupe seconded the motion. Chair Mealy opened public comments. No comments were offered. Chair Mealy closed public comments. The motion carried unanimously, after a roll call vote.
  
7. ADJOURNMENT: Commissioner McGrew motioned to adjourn the meeting at 5:26 p.m. Commissioner Carney seconded the motion. The motion carried unanimously.

Attest:

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Penny Overstreet, City Clerk

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Jane Mealy, Chair

REGULAR MEETING OF THE FLAGLER BEACH CITY COMMISSION THURSDAY, SEPTEMBER 08, 2016 AT 5:30 P.M. AND TO BE CONTINUED UNTIL ITEMS ARE COMPLETE. CITY COMMISSION CHAMBERS, 105 S. SECOND STREET, FLAGLER BEACH, FLORIDA 32136

MINUTES

PRESENT: Mayor Linda Provencher, Chair Jane Mealy, Vice-Chair Marshall D. Shupe, Commissioners Rick Belhumeur, Kim M. Carney and Joy McGrew, City Attorney D. Andrew Smith, III, City Manager Larry M. Newsom and City Clerk Penny Overstreet.

1. CALL THE MEETING TO ORDER: Chair Mealy 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.
  - a) PROCLAMATION RECOGNIZING THE 10<sup>TH</sup> ANNIVERSARY OF THE UNIVERSITY WOMEN OF FLAGLER. Jane Mealy, Susan Slaughter, Barbra Holley, Chris Lynette were present to accept the proclamation from Mayor Provencher.
  - b) PROCLAMATION SUPPORTING NATIONAL ARTS IN EDUCATION WEEK: Dana Davis, Kim Carney and Lisa McDevitt presented a flag for the City to fly during Arts in Education Week. Mayor Provencher presented the group with the proclamation.
  - c) PRESENTATION OF FIRST RESPONDER PHOTOGRAPHS TO THE CITY – COMMISSIONER JANE MEALY: Chair Jane Mealy presented First Responder photographs to the Flagler Beach Police and Fire Departments. Morgan Walden accepted the photograph and thanked Commissioner Mealy.
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: Teresa Boyd suggested the hotels and restaurants have their employees pick up trash from the beach in the areas they front. She additionally suggested the City Commission create a rule banning business from handing out free balloons. Denise Striet requested a refund for trash pickup she states she did not receive. Regina Cinelli spoke of a drum group that congregates at the boardwalk. She asked the City to have them moved to Wadsworth or Betty Steflick Park, or even down on the beach. Paul Eik provided an update on the action of the Bicycle/Pedestrian Advisory Committee (BPAC). Paul Eik asked for a consensus from the Commission regarding a recommendation to expand the Safe Route study. The Commission granted the consensus.

CONSENT AGENDA

6. APPROVE THE MINUTES OF THE REGULAR MEETINGS OF JULY 28, AND AUGUST 11, 2016, THE SPECIAL MEETINGS OF MAY 19, AND AUGUST 29, 2016, THE WORKSHOP MEETINGS OF AUGUST 1, AND AUGUST 25, 2016:
7. APPROVE AGREEMENT BETWEEN THE FLAGLER BEACH FIREFIGHTERS' PENSION PLAN AND THE CITY OF FLAGLER BEACH REGARDING A MUTUAL CONSENT TO PROVIDE THE CITY WITH REVENUES TO OFFSET REQUIRED CONTRIBUTIONS:
8. APPROVE AGREEMENT BETWEEN THE FLAGLER BEACH POLICE OFFICERS' PENSION PLAN AND THE CITY OF FLAGLER BEACH REGARDING TERMS FOR CONTRIBUTIONS AS DEFINED BY THE COLLECTIVE BARGAINING AGREEMENT:
9. APPOINT THE 5<sup>TH</sup> MEMBER (JOINT APPOINTEE) TO THE POLICE PENSION BOARD:

Chair Mealy reviewed the items on the consent agenda. Chair Mealy opened public comments. No comments offered. Chair Mealy Closed public comments. Motion by Commissioner Carney to approve the consent agenda. Commissioner Shupe seconded the motion. The motion carried unanimously.

The agenda moved to Item #11.

#### COMMISSION COMMENTS

10. COMMISSION COMMENTS, INCLUDING REPORTS FROM MEETINGS ATTENDED: The Elected Officials reported their attendance at events, gatherings and meetings since their last regular meeting.

#### PUBLIC HEARINGS

11. ORDINANCE 2016-05, AN ORDINANCE OF THE CITY OF FLAGLER BEACH, FLORIDA PROVIDING FOR A SMALL SCALE COMPREHENSIVE PLAN AMENDMENT TO THE FUTURE LAND USE MAP FOR A PORTION OF LOT 12 LOCATED IN BRUNER SUBDIVISION ADDITION, AS RECORDED IN OFFICIAL RECORDS BOOK 05, PAGE 24 OF THE OFFICIAL RECORDS OF FLAGLER COUNTY, FLORIDA; AMENDING THE CITY OF FLAGLER BEACH COMPREHENSIVE PLAN DESIGNATION FOR THE PROPERTY FROM OTHER PUBLIC FACILITIES TO RESIDENTIAL LOW DENSITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE.– FIRST READING: Attorney Smith read the title of the ordinance into the record. Chair Mealy opened public comments. The following person provided comment. Paul Eik. Chair Mealy closed public comments. Motion by Commissioner Belhumeur to approve Ordinance 2016-05. Commissioner Carney seconded the motion. The motion carried unanimously, after a roll call vote.
12. ORDINANCE 2016-06, AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, REPEALING CHAPTER 21 VEHICLES FOR HIRE, PROVIDING FOR

CODIFICATION, CONFLICT, REPEAL AND AN EFFECTIVE DATE – FIRST READING: Attorney Smith read the title of the ordinance into the record. Members of the Commission expressed they did not want to repeal the entire chapter. Discussion ensued and included the following sections the Commission reached consensus upon to retain in the chapter. Retain section 21-1 and remove the word “commission “ after the word “city”, leave in section 21-1(1) and add the word “city” before the word “state”. Retain Section 21-7. City Clerk Overstreet advised the ordinance would come back as first reading due to the title change.

13. ORDINANCE 2016-07, AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING CHAPTER 2, ARTICLE VII, FINANCE, DIVISION 3, INVESTMENT POLICY, SECTIONS 2-189.5 AND 2-189.6, PROVIDING FOR CODIFICATION, CONFLICT, REPEAL AND AN EFFECTIVE DATE: Attorney Smith read title of the ordinance into the record. Chair Mealy inquired to Attorney Smith if the committee was required to have training per Florida Statute. Attorney Smith responded the amendment to the ordinance as presented meets the states requirements. Chair Mealy opened public comments. No comments were offered. Chair Mealy closed public comments. Motion b Commissioner Belhumeur to approve Ordinance 2016-07. Commissioner Carney seconded the motion. The motion carried unanimously, after a roll call vote.

The agenda moved back to Item No. 10.

#### STAFF REPORTS

14. STAFF REPORTS: Attorney Smith provided an update on the Pilittieri lawsuit, advising it is not the same as the Bert J. Harris letter previously sent. The case has been transferred to Bell & Roper, the city’s insurance company’s legal representatives. Attorney Smith reported Attorney Scott has filed for the issue to be a federal claim. City Manager Newsom reported he will travel to Tallahassee to attempt to secure more funding for the needed improvements at the Wastewater Treatment Plant. Mr. Newsom reported staff is reviewing the proposals submitted for lobbyist services, and plan to have an item on the next regular agenda to contract with one of the three companies who provided proposals.
15. ADJOURNMENT: Commissioner Carney put forth a motion to adjourn the meeting at 7:10 p.m. Commissioner Shupe seconded the motion. The motion carried unanimously.

ATTEST:

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Penny Overstreet, City Clerk

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Jane Mealy, Chair



# FLAGLER BEACH CITY COMMISSION

## City Manager's Report

### Item No. 7

**Meeting Date:** September 22, 2016

**Issue:** Approve a one year contract for State Lobbyist Service with Anfield Consulting in an amount not to exceed \$30,000, and authorize the Mayor to sign same.

**From:** City Manager Larry Newsom

**Organization:**

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**RECOMMENDATION:** Approve the contract and authorize the Mayor to endorse the contract.

**BACKGROUND:**

Staff consisting of the City Clerk, Finance Director and myself reviewed the submittals received after the close of the Request for Proposals for State Lobbyist Services for Flagler Beach (RFP-1-02-001). Staff received three proposals from the firms, Gray Robinson, Statecraft, LLC and Anfield Consulting. Staff then participated in conference calls with the three firms. All three of the companies' presentations are impressive. After an arduous review Staff recommends. Based upon the foreseen priorities for the City's Wastewater Treatment Plant, we feel Anfield can assist the city in securing the needed funding, in the time frame we have laid out in our Multi -Year Utility Capital Improvement Project Plan for Wastewater Management.

**BUDGETARY IMPACT:** For the 2016/17 Budget Year the City budgeted \$30,000 for lobbyist.

Anfield Consulting proposed an annual fee of \$30,000 for a three year term. Any request for travel reimbursement would be discussed with City Staff in advance.

**POLICY/REQUIREMENT FOR BOARD ACTION:** Approve the consent agenda item and authorize the Mayor to sign.

**IMPLEMENTATION/COORDINATION:** The City Manager will work with the consulting firm to achieve the objectives laid out by the City Commission.

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### Attachments

- RFP Submittal from Anfield Consulting
- Contract

Attach  
to  
Item # 7  
9-22-16ayrda



## AGREEMENT FOR PROFESSIONAL SERVICES

This contract for professional services (hereinafter referred to as "Agreement") is by and between Anfield Consulting, Inc. a privately-owned corporation registered in the State of Florida (hereinafter referred to as "ANFIELD"), and the City of Flagler Beach, Florida (hereinafter referred to as "CLIENT"). ANFIELD and CLIENT shall collectively be referred to as the "Parties."

- (1) Services: ANFIELD shall assist CLIENT with Lobbying the Florida Legislature, the State Executive Branch and its agencies and subdivisions where directed. All representations made by ANFIELD on CLIENT'S behalf shall be subject to prior approval by CLIENT'S authorized representative Larry Newsom.
- (2) Term and Compensation: The term of this Agreement will commence on September 15, 2016 and end on September 15, 2017. CLIENT will pay ANFIELD the sum total of THIRTY THOUSAND dollars (\$30,000.00) to perform the services specified in Section (1) (the total sum may also be referred to as the "fee"). Fee payment shall be made as follows: a retainer in the amount of TWO THOUSAND FIVE HUNDRED Dollars (\$2,500.00) due upon Agreement execution; eleven (11) additional payments in the amount of TWO THOUSAND FIVE HUNDRED Dollars (\$2,500.00) each shall be payable monthly beginning with the following month, and upon receipt of an invoice from ANFIELD. All payments will be made by check or money order consistent with Section (3) of this Agreement. The retainer and monthly fee payable to ANFIELD covers all incidental costs or fees related to services provided by subcontractors identified by ANFIELD and authorized by CLIENT for retention such as regular U.S. mail, copies, and telephone. In addition, ANFIELD shall be responsible for those additional expenses including but not limited to business travel, lodging, state lobbying registration and fees, express mail costs, costs of preparing presentation materials needed to represent the client, and similar related costs during the term of the Agreement.
- (3) Issuance of Payments and Notice: CLIENT shall make checks payable to ANFIELD Consulting, Inc. and send payment(s) to: 201 West Park Avenue, Suite 100, Tallahassee, FL 32301. All written notices from CLIENT to ANFIELD shall also be sent to this address.
- (4) Renewal and Termination: This Agreement may be modified or extended only by a written document signed by both Parties. Conversely, either Party may terminate this Agreement prior to the date (if applicable) established in section (2) of this Agreement by providing written notice to the other Party thirty (30) days prior to the desired date of termination. CLIENT shall pay ANFIELD for any and all services and CLIENT approved expenses during the term of this Agreement up to and until the established date of termination. In the event of early termination, the final amount to be paid shall be established on a pro-rata basis based

on number of business days in a calendar year. If retainer and monthly fee exceed the pro-rata amount due, ANFIELD shall remit the difference within 30 days of termination in a check or money order payable to: City of Flagler Beach.

- (5) Governing Law: This Agreement is executed in the State of Florida and shall be construed, interpreted, and governed by the laws of such state, and by all applicable laws of the United States of America.
- (6) Confidentiality: ANFIELD acknowledges and understands that this Agreement and the services rendered to the CLIENT are confidential between the two Parties and that a violation or breach of confidentiality is cause for termination and other relief pursuant to section (5) of this Agreement. Notwithstanding, the Parties acknowledge and agree to comply with Chapter 119, Florida Statutes.
- (7) Agreement Execution: The Parties, after reviewing, reading, and understanding the contents of this document, do hereby execute this Agreement by their respective signatures. This Agreement is effective as of the date of the last signature below.

For the Anfield Consulting, Inc.:

\_\_\_\_\_

Name (Title)

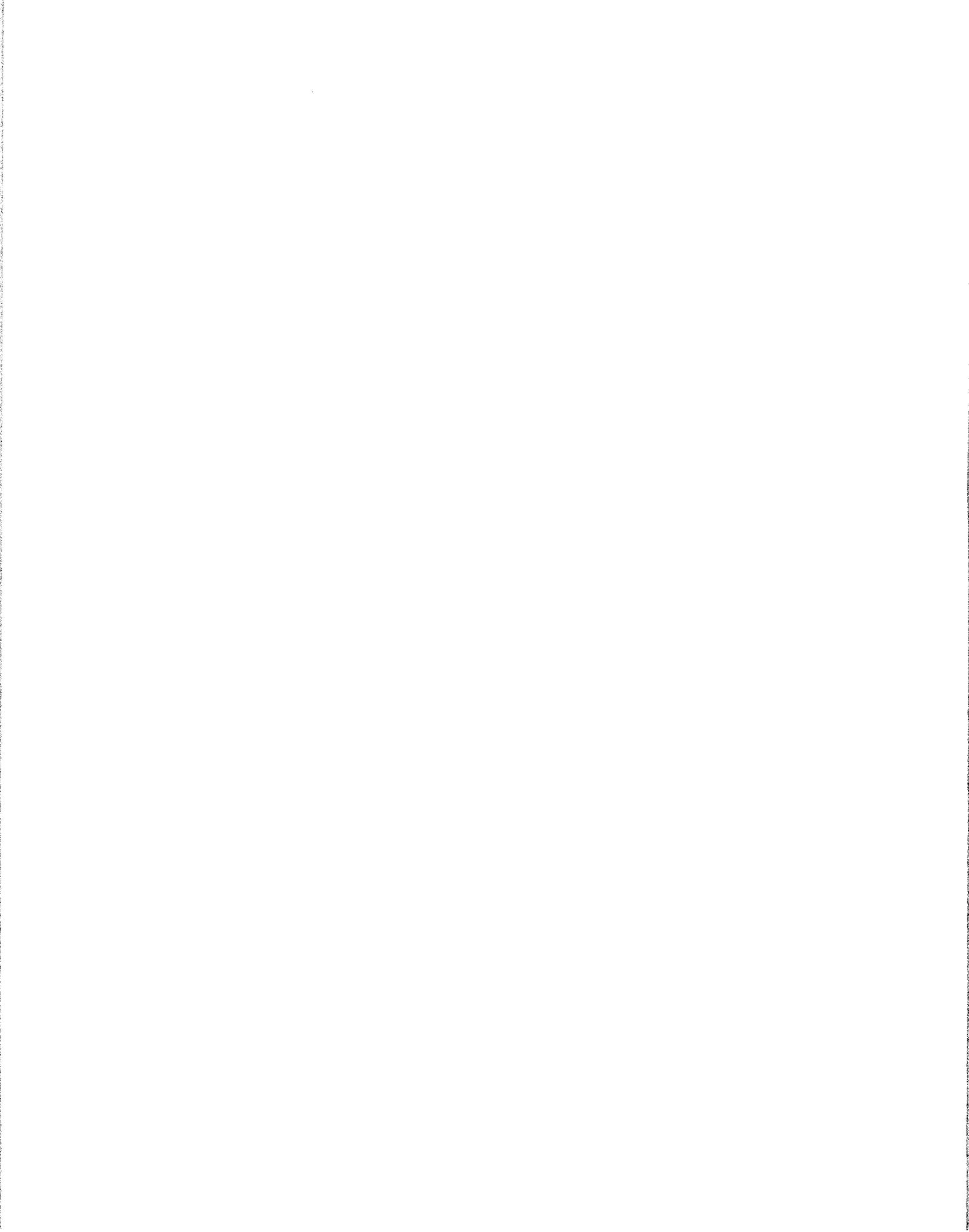
\_\_\_\_\_ Date Executed

For The City of Flagler Beach:

\_\_\_\_\_

Name (Title)

\_\_\_\_\_ Date Executed





**Proposal for State Lobbying Services for Flagler Beach, Florida  
RFP Number 16-02-001**

**Submitted By:  
Anfield Consulting  
201 W. Park Ave, Suite 100  
Tallahassee, FL 32301  
850-251-3440**



March 4, 2016

Re: RFP Number 16-02-001, State Lobbying Services

**INTRODUCTION**

Anfield Consulting is pleased to submit this proposal for State Lobbying Services for the City of Flagler Beach. Anfield is a boutique governmental affairs firm with a proven track record handling legislative issues for local government clients. Our lobbying team is as follows:

Albert Balido  
Managing Partner  
850-251-3440  
[Albert@anfieldflorida.com](mailto:Albert@anfieldflorida.com)

Frank Bernardino  
Firm Member  
561-718-2345  
[Frank@anfieldflorida.com](mailto:Frank@anfieldflorida.com)

Edgar G. Fernandez  
Firm Member  
786-255-5755  
[Edgar@anfieldflorida.com](mailto:Edgar@anfieldflorida.com)

Pepper Uchino  
Firm Member  
850-727-9040  
[Pepper@anfieldflorida.com](mailto:Pepper@anfieldflorida.com)

This Response is in full compliance with all the provisions of RFP Number 16-02-001 issued by the City of Flagler Beach on February 18<sup>th</sup> 2016. Anfield acknowledges that the firm is responsible for ensuring that the RFP complies with any amendments that were published in connection with this RFP.

Sincerely,

A handwritten signature in black ink, appearing to read 'Albert Balido', with a long horizontal flourish extending to the right.

Albert Balido  
Managing Partner  
201 W. Park Avenue, Suite 100  
Tallahassee, FL 32301  
850-251-3440  
[Albert@anfieldflorida.com](mailto:Albert@anfieldflorida.com)

# Table of Contents

- Technical Proposal and Costs

## Required Forms

- Solicitation, Offer and Award Form
- Proposal Form
- Sworn Statement on Entity Crimes
- Drug Free Workplace Form
- Information Sheet for Transactions and Conveyances/Identification
- State of Florida Department of State Certificate
- Florida Department of Business and Professional Regulation Form

## Additional Materials

- Professional Liability Insurance Policy
- Workers Compensation Insurance Policy
- Firm Member Resumes

# Technical and Cost Proposal

## 2-3 PROPOSAL REQUIREMENTS

### 1. Qualifications

Anfield Consulting is a leader among environmental, growth management, and local government lobbying firms. We have successfully represented clients before the Florida Legislature, the Governor and Cabinet, state agencies, boards, task forces, commissions, water management districts, and local governments. Our team comes from diverse backgrounds and training and uses our individual expertise to collectively produce outstanding results for our clients.

Our firm was founded in 2010 by partners Albert Balido and Frank Bernardino. We have proudly represented local governments throughout the five-year history of the firm and have built a solid reputation as the go-to experts on the unique issues local governments face. We are fiscally sound, with over \$2 million in annual revenue. We are a Florida corporation, with offices in Tallahassee and West Palm Beach. Small by design, our team develops an intimate knowledge of our clients' issues and needs and ensures that each client receives personal attention.

With a unique combination of technical, legal, and political experience, Anfield Consulting has the ability to comprehend and convey essential information about all manner of local government issues. We have developed strong relationships with members and staff of the Florida Cabinet, Florida Legislature, state agencies, and interested professionals and stakeholders throughout Florida. These strong relationships allow our team superior access to critical decision makers to provide services virtually unmatched in the profession.

Anfield has extensive experience representing Florida counties and cities, priding ourselves on the diversity of the local governments we represent. We currently provide full lobbying services for Indian River and Polk Counties as well as the City of St. Augustine. Anfield is part of the lobby teams for Palm Beach, Broward and Monroe Counties as well as the Cities of Cutler Bay and Miami. Members of the Anfield team also represent the American Water Works Association, an association of local drinking water utilities throughout the state of Florida, giving us unparalleled expertise in the areas of infrastructure, wastewater treatment, and water system expansion. But, we are much more than a "water" firm. In addition to our natural resources and growth management work, we have developed strong practices in the areas of healthcare, education, and criminal justice, and, herein, offer these skills for the benefit of the citizens of the City of Flagler Beach.

**A. Staff** – The Anfield firm is comprised of the following members (Listed alphabetically; complete resumes attached):

**Albert Balido**, prior to forming Anfield Consulting, served as the Chief Operating Officer of one of the top trade associations in the State with over 3000 consumer attorney members. During his time with the Florida Justice Association, Albert worked as a legislative and executive branch lobbyist, while also heading up its overall political and legislative operations. Since 2002, Alberto has been at the forefront of lobbying some of the most contentious legal issues on behalf of Florida consumers and helped the association accomplish many of its most important legislative victories and passed several bills on its behalf. Albert also has worked for the Florida Medical Association as a lobbyist and political consultant. While at the FMA, Albert tackled some of the biggest issues facing the healthcare industry including managed care and scope of professional practice issues. Albert also served as a staff member in the Florida House of Representatives. During his six-year tenure in the Legislature, Albert had direct involvement in the development of public policy on a wide scale, primarily focusing on healthcare, children and families, local government and budget issues. Albert holds a B.A. in History from Auburn University. He continues to advise a wide range of clients, both public and private. Albert brings over 19 years of legislative and political experience to Anfield.

**Frank Bernardino**, prior to the acquisition by Anfield Consulting, was the Managing Member of the WREN Group, Inc., a water resources and environmental consulting company, serving both public and private clients. Frank has over 25 years experience working on water and natural resource management issues in Florida. He holds a Masters Degree in Biology and a B.S. degree in Environmental Studies from Florida International University. Frank applies his knowledge of the environment derived from years of field experience as a research assistant or principal investigator of studies of the amphibians and reptiles of Everglades National Park. His policy experience includes wetland planning and regulatory work at Miami-Dade County's Department of Environmental Resources Management and lobbying for the South Florida Water Management District. Widely recognized as one of the most effective lobbyists in Tallahassee, in December of 2004, he was presented with the Florida Senate's prestigious "Medallion of Excellence" award by President Ken Pruitt, "for his dedicated service in protecting Florida's natural resources." Frank is best known for his work in securing funding support for water management initiatives, which have enabled local governments throughout the state to accelerate their implementation of key water supply, water quality, and environmental restoration projects.

**Edgar G. Fernandez** has been working in the legislative arena for over 25 years, serving in many capacities, and was with Miami-Dade County for 17 years. From 2007 to 2015, he served as the Senior Assistant responsible for coordinating the governmental affairs and policy development of all state and federal legislative and appropriations issues for the Miami-Dade County Water and Sewer Department. He also served from 2001 to 2007 as the Governmental Affairs Liaison and Assistant to the Miami-Dade County Manager, which required coordinating county, state, and federal legislative issues between the county mayor, Board of County Commission, Office of

Intergovernmental Affairs, other local governments, and county departments. From 1998 to 2001, he was the Director of Public Affairs and Chief of Staff to two county commissioners. Prior to working for Miami-Dade County, from 1992 to 1998, he was the Senior Field Director for the Florida Medical Association, where he was responsible for all legislative, membership, and political action issues for the central, south and southwest Florida regions. From 1989 to 1992, he was a Senior Legislative Aide in the Florida Senate and House of Representatives. Among his many accomplishments and time commitments, Edgar served honorably in the United States Air Force Active Duty and Reserves for 32 years until his retirement in 2015.

**Pepper Uchino** most recently served as the Staff Director for the Florida Senate Committee on Environmental Preservation and Conservation and the Select Committee on Indian River Lagoon and Lake Okeechobee Basin. As a policy expert for the Florida Legislature, Pepper's work in the Senate touched on nearly every aspect of Florida's environmental policy over the last six and a half years. During his tenure in the Senate, his opinion was sought by Senators and staff alike on every major piece of environmental legislation filed each year, including being the primary Senate drafter of the 2016 comprehensive water bill that was recently signed into law. His various roles have included the Director of Governmental Affairs for The Trust for Public Land, and the legislative attorney for the Senate Committee on Environmental Preservation and Conservation, and the Senate Select Committee on Inland Waters. He holds a Masters of Marine Affairs and Policy and a law degree from the University of Miami. He has been licensed to practice law since 2007.

Collectively our members have access to the members and staff of the Florida Cabinet, the Florida Legislature, and state agencies, including the Department of Environmental Protection, the Department of Transportation, the Department of State, the Department of Education, and the Fish and Wildlife Conservation Commission. Anfield also enjoys personal and professional relationships with the Executive Directors of the state's water management districts, and numerous stakeholders in the growth management, health care, education, and criminal justice related industries and organizations in Florida.

- B. FIRM** - Anfield has extensive experience with regard to both policy and appropriations issues on behalf of our local government clients. Its members have over 25 years experience working directly for local governments and understand the specific challenges faced by them in the legislative arena. Highest among these is the preservation of home rule and protection against unfunded mandates. Although challenging, the legislative process also presents local governments with the unique opportunity to promote legislation and appropriations that can address critical needs of a community.

Each member of the Anfield Consulting team carries at least eight years' experience in the legislative process, both as state employees and in the private sector. As a result, we know firsthand that the keys to legislative success lie in two things: communication and availability. We have built our sterling reputation as a firm that is always available to answer questions for our clients about what is happening on the ground in Tallahassee, and one that legislators rely on to deliver information thoroughly and promptly.

Our team members have experience writing legislation and amendments, passing and blocking legislation, and successfully procuring appropriations. Pepper Uchino frequently draws on his expertise as a former Senate attorney and Staff Director to draft bills for our clients and help navigate the filing process. Additionally, Edgar Fernandez and Frank Bernardino draw on networks of contacts in local government to build coalitions of broad support for any legislative proposals.

Anfield understands that the principle interest of the City of Flagler Beach relates to water, wastewater, and stormwater infrastructure as well as beach re-nourishment and transportation. Our direct experience working for our local government clients, as well as our current representation of the Florida Section of the American Water Works Association and past representation of the Florida Regional Planning Councils Association, has placed us at the center of policy discussions impacting the issues that are most important to the City of Flagler Beach. Specific examples of accomplishments on behalf of some of our clients are provided in 2 below.

### **C. Current Public Entity Clients**

Client:	City of Miami
Contact:	Diana Arteaga, Senior Advisor to the City Manager (305)250-5400 (Office) darteaga@miamigov.com
Contract Amount:	\$15,000
Client:	City of St. Augustine
Contact:	John Regan City Manager (904) 825-1006 (Office) jregan@citystaug.com
Contract Amount:	\$48,000
Client:	Broward County
Contact:	Edward Labrador

Legislative Director  
(954) 357-7579 (Office)  
ELABRADOR@broward.org  
Contract Amount: \$54,000

Client: Indian River County  
Contact: Kate Pingolt-Cotner  
Deputy County Attorney  
(772) 226-1406 (Office)  
kcotner@ircgov.com  
Contract Amount: \$120,000

Client: Monroe County  
Contact: Roman Gastesi  
(305) 292-4441 (Office)  
Gastesi-Roman@MonroeCounty-FL.Gov  
Contract Amount: \$48,000

Client: Palm Beach County  
Contact: Todd J. Bonlarron  
Director, Legislative Affairs Department  
(561) 355-3451 (Office)  
TBonlarr@pbcgov.org  
Contract Amount: \$35,000

Client: Polk County  
Contact: Lea Ann Thomas  
Deputy County Manager  
(863) 534-6031 (Office)  
LeaAnnThomas@polk-county.net  
Contract Amount: \$60,000

- D. Local Availability** - Anfield's corporate offices are located in Tallahassee at 201 West Park Ave., Suite 100, Tallahassee, FL 32301. We have been at this address since June 2013. We were previously located at another office in the City of Tallahassee. We have a satellite office in West Palm Beach. Two firm members are located in the Tallahassee office year round. During legislative sessions, all firm members are based in the Tallahassee.

Anfield's lack of a local office in Flagler Beach would in no way hinder our ability to perform the requested services. Though the majority of our firm members are based in Tallahassee, we frequently travel to connect with our clients, which span the state

from Pensacola to the Keys. We often travel to our local governments' home bases for commission meetings, delegation meetings, and meetings with staff.

The City of Flagler Beach's close proximity to Tallahassee means our firm members can travel there frequently and with little notice, but the city will still reap the benefits of a capital-based firm.

- E. **Permission to Contact Represented Entities** - Anfield expressly authorizes the City of Flagler Beach to contact any of its current clients for the purposes of verifying the information contained in this response, or for any other matter relating to the review of this submittal.
- F. **Other Qualifications** – By virtue of participation by Anfield members in state and national advocacy organization during their terms as employees of local governments, we possess insight into federal programs that could provide the City of Flagler Beach with additional resources necessary to implement critical infrastructure and beach restoration projects.

Additionally, Pepper Uchino, during his term as staff of the Florida Senate, played a significant role in the drafting of implementing legislation related to the RESTORE Act and the creation of the TRIUMPH Gulf Coast, Inc., and the Water and Land Legacy constitutional amendment (Amendment 1) implementing bill.

## 2. Experience with Other Local Governments

If selected, Anfield will apply its unique skills, professional relationships, and experience towards accomplishing the city's state legislative agenda. Examples of recent legislative accomplishments for other local governments include:

- A. **Project:** Funding for cleanup of Wagner Creek in 2013.  
**Client:** City of Miami  
**Amount:** \$500,000.  
**Personnel:** Albert Balido, Frank Bernardino  
**Description:** Anfield successfully procured funds to jump start the cleanup of Miami's Wagner Creek. Prior to Anfield's engagement, this project had failed to obtain funding despite six years of attempts.
- B. **Project:** Programmatic funding increase for the State Underground Petroleum Cleanup Program  
**Clients:** Palm Beach County and Broward County  
**Amount:** \$7 million annually  
**Personnel:** Frank Bernardino, Edgar Fernandez

**Description:** Anfield worked to closely with both Palm Beach and Broward Counties to increase programmatic funding for the state petroleum cleanup program, and created proviso language to ensure that both counties are able to take full advantage of the program.

- C. **Project:** Defeating harmful amendments to SB 620, related to Medical Examiners, in 2016

**Clients:** Indian River County, Polk County, Palm Beach County, Broward County

**Amount:** N/A

**Personnel:** Edgar Fernandez, Frank Bernardino

**Description:** Worked on behalf of multiple counties to successfully block amendments to SB 620 by Senator Grimsley, which would have resulted in increased costs for medical examiner services to local governments.

- D. **Project:** Funding for Skyview Utility Project

**Clients:** Polk County

**Amount:** \$7.5 million

**Personnel:** Frank Bernardino

**Description:** The Skyview Wastewater Treatment Plant was originally constructed as an independent utility system. By 2013 it was in desperate need of improvements. Because of its location near the City of Lakeland and its impact on the county as a whole, Polk County was responsible for procuring funding to obtain a loan to assist in construction. Anfield successfully obtain \$7.5 million from the state for this project.

- E. **Project:** Funding for specific projects for Palm Beach County

**Clients:** Palm Beach County

**Amount:** \$2 million in FY 2013/2014 and \$5.6 million in FY 2014/2015

**Personnel;** Albert Balido, Frank Bernardino

**Description:** Funding for multiple specific infrastructure projects, including the Lake Worth Lagoon Restoration, the Loxahatchee River Initiative, C-51 Reservoir Implementation, and Lake Region Water Infrastructure.

### 3. Technical Approach

- A. **Approach to Representation** - The successful representation of any client commences with understanding the client's goals and working with the client to develop a sound strategy for accomplishing well defined objectives. Despite the fact that the scope of services under this RFP is primarily focused on legislative work, the issues that impact local governments are constantly evolving. Anfield maintains a year round communication with our local government clients in order to remain informed about policy changes that could impact legislative goals. We are willing and able to communicate with legislators and committee staff during the off season as well.

Access to information and key policymakers is arguably the most important part of a lobbyist's job. Anfield has and maintains positive working relationships with the members of the Florida Cabinet and members in leadership positions in the Florida Senate and House of Representatives, as well as with senior staff in their offices. Anfield enjoys a productive relationship with members of local delegations. Anfield is ready, willing, and able to work with county elected officials throughout the legislative process to ensure they are engaged to the extent they desire.

**B. Sample Issue Approach** - When developing a work plan for local government clients, Anfield takes the following approach:

- Work with the staff and elected officials to conduct research, and draft policy papers and legislation aimed at promoting the local government's position;
- With the consent of the local government, Anfield "shops" the concept or language with a broad cross-section of stakeholders with the goal of securing support or identifying concerns. This may include face-to-face meetings or teleconferences facilitated and organized by Anfield;
- Brief key legislative staff as to the local government's position and interest in amending state statutes;
- Upon completion of the initial phase of the legislative process, work with key staff engaged on the issue on a strategy to secure approval of the position;
- Support staff as they seek to obtain approval from the Commission for the issue to be formally added to the legislative agenda and introduced for consideration in the upcoming session;
- In consultation with the appropriate staff, or with other members of the legislative team, identify the appropriate legislators to sponsor the measures;
- Once the session begins, continuously work with staff, other members of the legislative team, legislators, state agencies, and all interested stakeholders to secure approval through the committee process and full chamber approval in the both the Florida Senate and House of Representatives;
- If the measure is approved, work with the Executive Office of the Governor to secure the Governor's signature;
- After the session, be available as needed for briefings and reports;
- On a programmatic level, during session, be available on an as-needed basis by telephone, in person, or by email to address any issues or attend any meetings required by staff, the Commission, or the Legislative Delegation;
- Provide the appropriate staff with a weekly written report highlighting actions that impact a stated county interest; and
- At the end of session, produce a written report, which includes a summary of all the bills that were being monitored, as well as a summary of the General Appropriations Act.

Anfield would remain available throughout the remainder of the year to assist staff with questions regarding implementation of legislation, agency issues, and planning for the next legislative session.

#### 4. Fee Schedule

For the services described herein, Anfield Consulting proposes the following fee schedule:

May 2016 through April 2017	\$2,500/month 12 months	\$30,000
May 2017 through April 2018	\$2,500/month 12 months	\$30,000
May 2018 through April 2019	\$2,500/month 12 months	<u>\$30,000</u>
		\$90,000

Anfield acknowledges this fee includes ALL costs associated with performance of the contract including out-of-pocket expenses, with the exception of travel.

#### 5. Drug Free Workplace

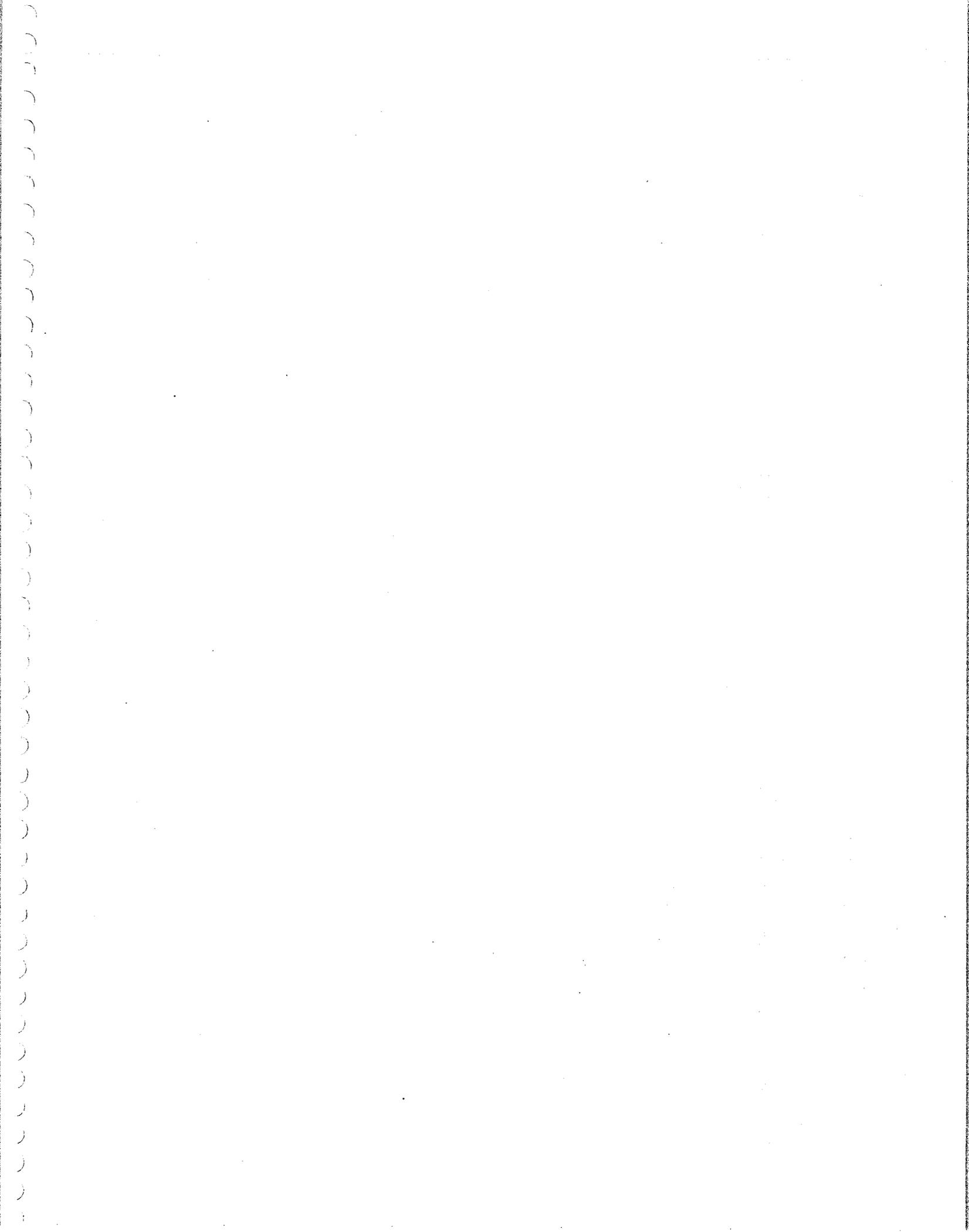
The Drug Free Workplace Form is attached hereto.

#### 2-5. CONFLICTS OF INTEREST

Anfield currently represents over 40 clients in a variety of capacities, from full-service legislative advocacy and appropriations to procurement work at the local level. Our portfolio is carefully calibrated to ensure that we maximize opportunities for each of our clients, and that our clients' needs are *never in conflict*. We represent major corporations, small not-for-profits, and local governments, allowing our team to cultivate large spheres of influence without ever exhausting our access to lawmakers.

Anfield hereby represents that its selection under this solicitation will not result in a conflict of interest, as defined in the Florida Bar's Rules of Professional Conduct, Chapter 112, Part III, Florida Statutes, or any other applicable code of conduct with any party that may be affected by the award of this contract.

Anfield hereby agrees to comply with the City of Flagler Beach's ordinance prohibiting conflicts of interest among retained consultants.



# Solicitation, Offer and Award Form

**SOLICITATION, OFFER AND AWARD FORM  
REQUEST FOR PROPOSAL**

**SOLICITATION NUMBER  
SUBMIT OFFER TO:**

**FLAGLER BEACH, FLORIDA  
State Lobbyist Services for the City  
of Flagler Beach, Florida**

**RFP 16-02-001**

**Penny Overstreet  
City Clerk**

**City of Flagler Beach**

**105 S. Second Street / P.O. Box 70**

**Flagler Beach, FL 32136**

**Phone No. (386) 517-2000**

**Fax No.: (386) 517-2008**

**MAILING DATE: 4th of \_\_\_\_\_, March \_\_\_\_\_, 2016**

**SOLICITATION**

**OFFERS WILL BE RECEIVED UNTIL: 4:00 p.m. EST, Monday, March 7 2016 and may not be withdrawn within 90 days after such date and time.**

**POSTING OF SOLICITATION TABULATIONS**

Solicitation tabulations with recommended awards will be posted for review by interested parties on the City's web site and will remain posted for a period of 72 hours. Notice of intent to challenge must be made to the city clerk within seventy-two (72) hours after receipt of the intended recommendation of award. A formal written challenge must be filed within five (5) working days of the date the notice of intent was provided. Failure to file in a timely manner will constitute a waiver of the proceedings. Notice of protest shall contain the name of the bidder, the bidder's address and phone number, the solicitation involved, and a brief summary of the basis of the protest.

**SIGN AND RETURN THIS FORM WITH YOUR PROPOSAL \*\***

**OFFER SHALL BE COMPLETED BY OFFEROR**

FEDERAL EMPLOYER IDENTIFICATION  
NUMBER OR SS NUMBER:

DELIVER DATE WILL BE 90 DAYS AFTER  
RECEIPT OF PURCHASE ORDER

VENDOR NAME:

Anfield Consulting Group, Inc.

Terms of Payment: \$2,500.00/mo (\$30,000.00 annual)

Reason for No Offer: N/A

Bid Bond Attached: \$ N/A

I certify that this offer is made without prior understanding, agreement or connection with any Corporation from or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to the City of Flagler Beach, Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to the City of Flagler Beach, Florida, all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Flagler Beach, Florida. At the City's discretion such assignment shall be made and become effective at the time the City tenders final payment to the offeror.

ADDRESS: 201 West Park Avenue  
Suite 100  
Tallahassee, FL 32301

PHONE NO: (850) 251-3440

TOLL FREE NO: (866) 960-5939

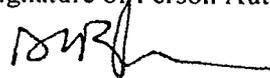
FAX NO: (866) 900-9736

*\*\* Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive*

Name and Title of Person Authorized to Sign Offer:

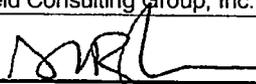
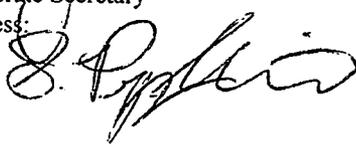
Albert Balido, Managing Partner

Signature of Person Authorized to Sign Offer:



**AWARD**

Upon certification of award the contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the City Clerk. The terms and conditions of this solicitation and the bid response of the awarded contractor is incorporated by reference herein and made a part of this contract.

<p><b>CONTRACTOR</b></p>	<p><b>FLAGLER BEACH, FLORIDA</b></p>
<p>Name and Title of Signer (typed or printed)</p> <p><u>Albert Balido, Managing Partner</u></p>	<p>Name and Title of Signer (typed or printed)</p> <p><u>By: Mayor Linda Provencher</u></p>
<p>Name of Contractor <span style="float:right">Text</span></p> <p><u>Anfield Consulting Group, Inc.</u></p> <p> <span style="float:right">03/04/16</span></p> <p>By: Signature of Person Authorized to Sign <span style="float:right">Date</span></p>	<p><b>ATTEST:</b></p> <p>Witness:</p> <p>_____</p> <p align="right">Date</p>
<p>Witness:</p> <p><u>Frank Bernardino</u> <span style="float:right">03/04/16</span></p> <p align="right">Date</p>	<p>Witness:</p> <p>_____</p> <p align="right">Date</p>
<p>[CORPORATE SEAL]</p> <p>ATTEST:</p> <p>Witness: </p> <p>Corporate Secretary <span style="float:right">Date</span></p> <p>Witness:  <span style="float:right">03/04/16</span></p> <p align="right">Date</p> <p align="right">03/04/16</p>	<p>[CITY SEAL]</p>

# Proposal Form

**PROPOSAL FORM**  
**RFP Number 16-02-001**  
**State Lobbyist Services**  
**for the**  
**City of Flagler Beach, Florida**

City Commission  
Flagler Beach, FL 32136  
Commissioners:

Date

The undersigned, Hereinafter called "Proposer," having familiarized himself with the local conditions, nature and scope of the work and having carefully developed an acceptable method of providing services as described herein, and having carefully examined the form of agreement and contract documents shall furnish all materials, labor, services and any other items for the proper execution of RFP number 16-02-001 at the proposed price stated within this proposal, subject to negotiations and final and best offers.

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PROPOSED FEES TO BE INCLUDED IN PROPOSAL

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CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the proposal period:

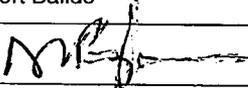
Addendum No.	Date:	Addendum No.	Date:
Addendum No.	Date:	Addendum No.	Date:

(PLEASE TYPE INFORMATION BELOW)

SEAL IF PROPOSAL IS BY CORPORATION

Proposer: Anfield Consulting Group, Inc.

By: Albert Balido

Signature 

Title: Managing Partner

Address: 201 West Park Avenue  
Suite 100  
Tallahassee, FL 32301

Person to contact concerning this bid: Albert Balido

Phone/Toll Free/Fax# (850) 251-3440

Terms of Payment \$2,500.00/mo for 12 months (\$30,000 total)

Person to contact for emergency service: Frank Bernardino

Phone/Cell (561) 718-2345

# Sworn Statement on Entity Crimes

SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (a), FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to City of Flagler Beach  
(Print name of the public entity)
- by Albert Balido, Managing Partner  
(Print individual's name and title)
- for Anfield Consulting Group, Inc.  
(Print name of entity submitting sworn statement)
- whose business address is  
201 West Park Avenue, Suite 100  
Tallahassee, FL 32301
- and (if applicable) its Federal Employer Identification Number (FEIN) is:  
27-2784703

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: \_\_\_\_\_)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or any state or federal law by a person with respect to and directly related to the transaction of business with any Public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, non-jury trial or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

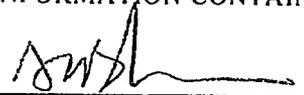
- c. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (indicate which statement applies.)

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT HIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

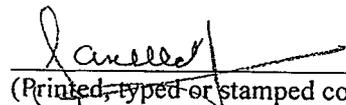


(Signature)

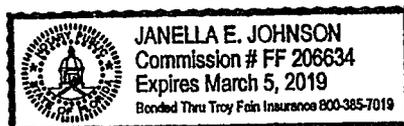
Sworn to and subscribed before me this 4<sup>th</sup> day of March, of 20 16  
 Personally known to me \_\_\_\_\_ or produced identification FL Driver License.

Notary Public State of Florida

County of Leon

  
 (Printed, typed or stamped commissioned name of notary public)

My Commission Expires March 5, 2019



# Drug-free Workplace Form

## Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that

Anfield Consulting Group, Inc.

does:

Name of Business

1. Publish a statement notifying entity that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform entity about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each entity engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the entity that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

As the person authorized to sign this statement, this firm does not comply fully with the above requirements.

  
\_\_\_\_\_  
Offeror's Signature

March 4, 2016

\_\_\_\_\_  
Date

# Information Sheet for Transactions and Conveyances/ Identification

Information Sheet for Transactions  
and Conveyances Corporation  
Identification

The following information will be provided to the City Clerk's Office for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

(Please Circle One)

Is this a Florida Corporation:  YES

or

If not a Florida Corporation,

In what state was it created:

Name as spelled in that State: \_\_\_\_\_

What kind of corporation is it:

"For Profit"

or

"Not for Profit"

Is it in good standing: YES

or

Authorized to transact business in Florida: YES

or

State of Florida Department of State Certificate of Authority Document No.:

P10000047048

Does it use a registered fictitious name: NO	or
Name of Officers:	
President Albert Balido, Managing Partner	Secretary
Vice President Noreen Reboso	Treasurer
Director:	Director:
Other:	Other:

Name of Corporation (as used in Florida):  
(spell exactly as it is registered with the state or federal government)

ANFIELD CONSULTING GROUP, INC.

Corporate Address:

P.O. Box:

City, State and Zip

Street Address:

201 WEST PARK AVENUE, STE 100

City, State, Zip

TALLAHASSEE, FL 32301

(Information Page cont'd)

Corporate Identification

Federal Identification Number: 27-2784703

Contact person for company: Albert Balido

Telephone Number: (850) 251-3440

Facsimile No.: (866) 900-9736

Name of individual who will sign the instrument on behalf of the company:

Albert Balido

(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the City Clerk's Office)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above whom will sign on behalf of the company:

Managing Partner

END



State of Florida  
Department of State Certificate

# *State of Florida*

## *Department of State*

I certify from the records of this office that ANFIELD CONSULTING GROUP, INC. is a corporation organized under the laws of the State of Florida, filed on June 3, 2010, effective June 1, 2010.

The document number of this corporation is P10000047048.

I further certify that said corporation has paid all fees due this office through December 31, 2016, that its most recent annual report/uniform business report was filed on January 16, 2016, and that 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 Sixteenth day of January, 2016*



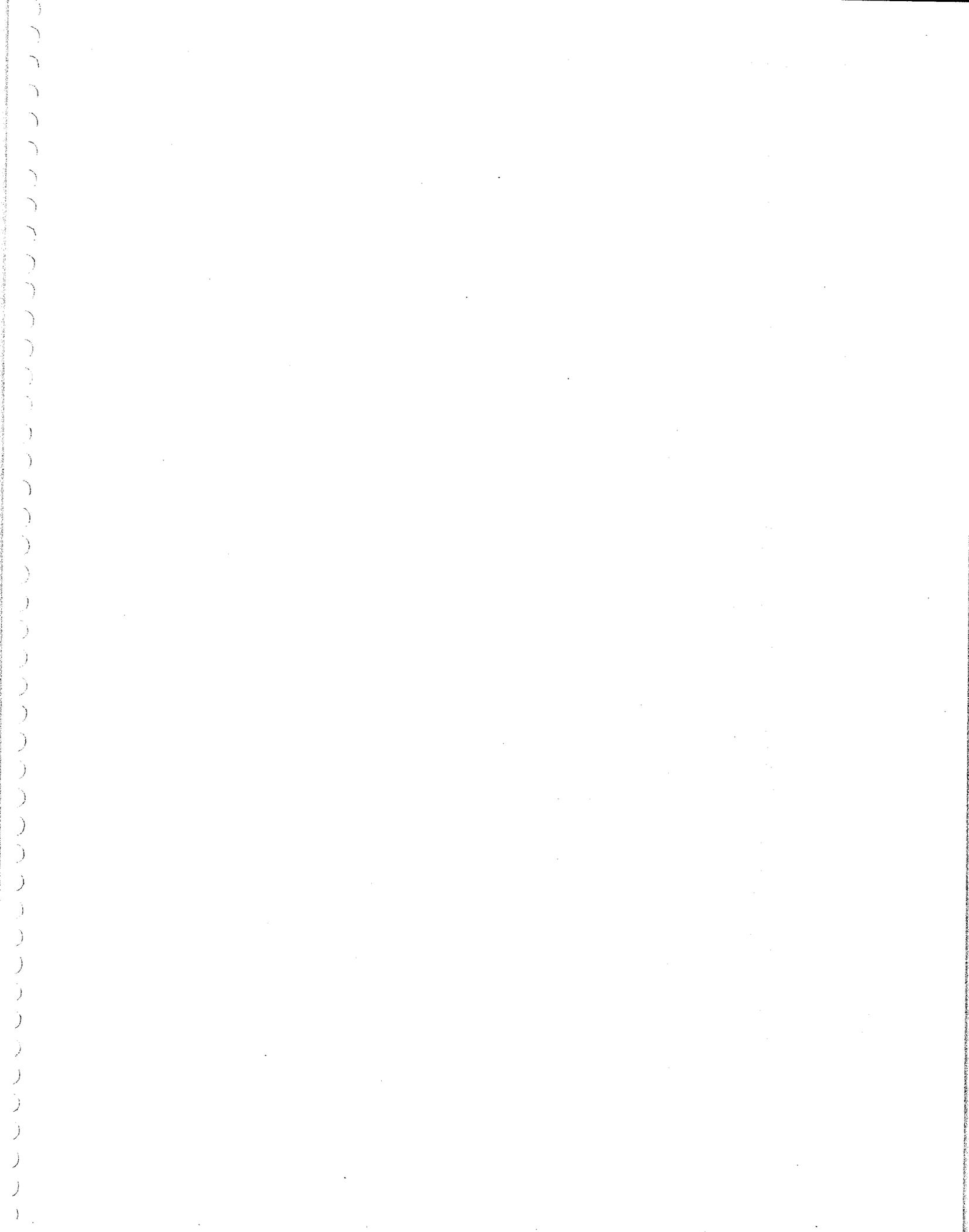
*Ken DeFina*  
*Secretary of State*

Tracking Number: CC0823412794

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Florida Department of Business  
and Professional Regulation  
(N/A)



# Professional Liability Insurance Policy



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/16/2016

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 Gil, Garden, Avetrani Insurance Group 10689 N. Kendall Drive Suite 208 Miami FL 33176	CONTACT NAME: Martha Salazar	
	PHONE (A/C, No, Ext): (305) 630-4777	FAX (A/C, No): (305) 279-3022
INSURED Anfield Consulting Group 201 W PARK AVE SUITE 100 Tallahassee FL 32301	E-MAIL: msalazar@ggaig.com	
	ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Charter Oak Fire Ins Co	NAIC # 25615
	INSURER B: Nautilus Insurance Company	
	INSURER C:	
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES CERTIFICATE NUMBER: 16/17 Master Certificate REVISION NUMBER:

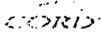
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			660-5933X673	2/18/2016	2/18/2017	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Contractual Liability						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
A	AUTOMOBILE LIABILITY			660-5933X673	2/18/2016	2/18/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
							\$
	DED						\$
	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
B	Professional Liability			NN450356	10/01/2015	10/01/2016	Aggregate Limit \$1,000,000
	Deductible: \$1,000 per						Each Claim \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER	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
	Joe Avetrani/YC

# Workers Compensation Insurance Policy



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)

02/15/2016

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).

<b>PRODUCER</b> PAYCHEX INSURANCE AGENCY, INC. 150 SAWGRASS DRIVE ROCHESTER, NY 14620	<b>CONTACT NAME:</b> PHONE (A/C, NO. EXT): 877-266-6850		<b>FAX</b> (A/C, No): 585-389-7426
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> Paychex Business Solutions LLC Anfield Consulting Group Inc 911 PANORAMA TRAIL SOUTH ROCHESTER, NY 14625-0397	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> ILLINOIS NATIONAL INSURANCE COMPANY		23817
	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

VERAGES

CERTIFICATE NUMBER:

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.

TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
<b>GENERAL LIABILITY</b> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/>						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$
						GENERAL AGGREGATE	\$
						PRODUCTS - COMP/OP AGG	\$
							\$
<b>AUTOMOBILE LIABILITY</b> ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$
							\$
UMBRELLA LIAB EXCESS LIAB DED OCCUR CLAIMS-MADE RETENTION \$						EACH OCCURRENCE AGGREGATE	\$
							\$
<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			011732318	06/01/2015	06/01/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$ 1,000,000.00
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000.00
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Worker's Compensation coverage is provided to only those employees leased to, but not subcontractors of the named insured.

Client Inception Date with PBS is 03/16/2015

Waiver of Subrogation granted in favor of the certificate holder.

CERTIFICATE HOLDER

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, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*[Signature]*

# Résumés

Alberto C. Balido  
Frank Bernardino  
Edgar G. Fernandez  
Stephen Pepper Uchino

**Alberto C. Balido**  
**2222 Glenwood Lane**  
**Tallahassee, FL 32308**  
**850.251.3440**

**Experience**

- July 2010  
To Present  
Anfield Consulting  
Principal Shareholder  
Founder and Principal Shareholder of a full service State lobby firm. Responsible for all client relations, firm communications, budget management, political consulting, media relations and the direct lobbying of the Legislature & Executive Branch, Local Governments, School Boards and Special Districts.
- May 2004  
To June 2010  
Florida Justice Association  
Chief Operating Officer  
Responsible for the overall operations of the Florida Justice Association and the Florida Justice PAC, including planning, budgeting and directing all facets of the statewide political operation including lobbying the State legislature and executive branch. The assessment of candidates and implementation of campaign strategy; including the utilization of polling, paid media, internet and earned media, phones, fundraising and coordination with allies to achieve objectives.
- February 2001  
To April 2004  
Florida Justice Association  
South Florida Political and Legislative Director  
Responsible for lobbying the State legislature and executive branch, candidate recruitment and assessment, direct campaign and field support and the execution of operations such as grassroots, paid media, earned media and research at the direction of the FJPAC Political Director.
- November 1999  
To January 2001  
Florida Medial Association  
Field Office Director/Lobbyist  
Responsible for the management and operation of the South Florida Field Office, local membership support, legislative and executive branch lobbying, candidate recruitment and assessment, direct campaign and field support and the execution of operations such as grassroots, paid media, earned media and research at the direction of the Executive Vice President & CEO.
- November 1992  
To October 1999  
Florida House of Representatives  
Senior Legislative Aide to Rep. Alex Villalobos (1992-4) and Carlos Lacasa (1994-1999)

Responsible for the management of the district office and its employees and volunteer, constituent services, media communications, community relations, maintaining House and Senate committee and legislative staff relations, legislative research and tracking, legislative drafting, and management of the member's legislation and appropriations.

May 1991  
To August 1991

U.S. House of Representatives  
Congressional Intern to Rep. Illeana Ros-Lehtinen  
Duties consisted but were not limited to constituent service, community relations and event planning and execution.

### **Public Service**

1998-1999

Member, Citrus Canker Citizens Advisory Board  
Florida Department of Agriculture

1994-1996

Member, Nuisance Abatement Board  
Miami Dade County Commission

### **Education**

1987-1991

Auburn University, Auburn Alabama  
B.A. in History and Spanish

### **Recognitions and Affiliations**

1999

Florida House of Representatives Service Award

1996

Miami Dade County Mayor's Certificate for service on the  
Nuisance Abatement Board

1995

H.R.S. District 11 Certificate for legislative service

### **Special Skills**

Fluent in Spanish

### **References**

Available upon request



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Albert Balido, Principal Shareholder, Anfield Consulting

## **FRANK BERNARDINO**

2220 Armistead Road • Tallahassee, FL 32308  
561.718.2345 (Cell) • 866.500.9736 (Office) • frank@anfieldflorida.com

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Senior manager with significant experience in legislative and intergovernmental affairs. Skilled in securing legislative support for substantive amendments to Florida Statutes and state appropriations. Uniquely knowledgeable regarding federal, state and local environmental regulatory and land-use regulations. Excellent background in environmental regulation, growth management and planning, water supply protection and development, wetlands ecology, the Everglades, and the state of Florida and water management district budget processes. Experienced in developing regional restoration initiatives, as well as, comprehensive land use development programs for governmental organizations.

Widely recognized as one of the most effective lobbyists in Tallahassee, in December of 2004 was presented with the Florida Senate's prestigious "Medallion of Excellence" by Senate President Ken Pruitt, "for his dedicated service in protecting Florida's natural resources."

### **Proven areas of Legislative and Rule Making experience include:**

- Reclaimed Water Legislation
- Comprehensive Everglades Restoration Plan - State Statutes
- Everglades Forever Act
- Florida Forever
- Water Policy Legislation (including HB 715 in 1997 and SB 444 in 2004)
- Miami-Dade County Lake Belt Plan Statutes
- "Green Utilities" Legislation
- Petroleum Underground Storage Tanks Program
- Dry-cleaning Clean-up Program
- Brownfield Redevelopment
- Local Gov. Delegation Provisions of the Environmental Resource Permit Program Statutes and Rules
- Mitigation Banking Statutes & Rules
- Wetlands Mitigation Criteria for Melaleuca Infested Wetlands
- Mangrove Protection Statutes

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## **PROFESSIONAL EXPERIENCE**

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### **Anfield Consulting Group ♦ Tallahassee and West Palm Beach, FL**

*Anfield Consulting represents local and regional governments and private sector entities, providing sound advice and experienced representation before the Florida Legislature, Executive Branch, Water Management Districts, and other governments on all aspects of growth management and environmental policy and regulation, insurance protection, health care regulation, professional standards development, financial consulting services and education.*

**Member ♦ January 2011 – Present**

- Provides strategic consulting and planning for successfully securing consulting services contracts for projects associated with the implementation of water resource development and natural resource protection and restoration programs, as well as public infrastructure in education and transportation.
- Serves as a facilitator of public outreach programs intended to promote better coordination between regional and local government entities with regard to flood control and mitigation initiatives.
- Serves as representative and spokesperson of clients in meetings with federal, state, regional and local governmental entities, members of the Florida Legislature, legislative branch staff, other stakeholders.
- As needed, represents clients as one of their designated lobbyists before the Florida Legislature during Regular Sessions and any and all Special Sessions that may convene.
- Tracks proposed environmental and growth management bills; and secure legislators to serve as spokespersons advocating the position and goal(s) of our clients.
- Promotes the dedication of recurring and non-recurring state revenues for the implementation of programs requiring the design and construction of civil works including but not limited to, the State's Total Maximum Daily Loads Program, water supply development and any other legislatively mandated program intended to improve the quality of surface and ground waters in Florida.
- Today Anfield Consulting's growing client list includes public entities such as, the Government of Canada, Palm Beach County, Broward County, Polk County, Monroe County, Indian River County, the Florida Section of the American Water Works Assoc., and the Town of Cutler Bay. Private sector clients, include: the Florida Crystals Corporation, Alico Inc., Palm Beach Aggregates, Florida Education Association, Communitel, Inc. (financial transaction entity), the Florida Certification Board, and Alliance One (debt collection org.).

### **The WREN Group, Inc. ♦ Tallahassee and West Palm Beach, FL**

*The WREN Group represents local and regional governments and private sector entities, providing sound advice and experienced representation before the Florida Legislature, Executive Branch, Water Management Districts, and other governments on all aspects of growth management and environmental policy and regulation.*

#### **Managing Member ♦ September 2005 – January 2011**

- Provides strategic consulting and planning for successfully securing consulting services contracts for projects associated with the implementation of water resource development and natural resource protection and restoration programs.
- Serves as representative and spokesperson of clients in meetings with federal, state, regional and local governmental entities, members of the Florida Legislature, legislative branch staff, other stakeholders.
- As needed, represents clients as one of their designated lobbyists before the Florida Legislature during Regular Sessions and any and all Special Sessions that may convene.
- Tracks proposed environmental bills; and secure legislators to serve as spokespersons advocating the position and goal(s) of our clients.
- Promotes the dedication of recurring and non-recurring state revenues for the implementation of programs requiring the design and construction of civil works including but not limited to, the State's Total Maximum Daily Loads Program, the Lake Okechobee Protection Plan, the Everglades Forever Act, CERP and any other legislatively

mandated program intended to restore wildlife habitat or improve the quality of surface and ground waters in Florida.

**South Florida Water Management District ◊ West Palm Beach and Miami, FL**

**Legislative Affairs Representative ◊ June 2000 – August 2005**

**Lead Planner ◊ January 1998 – May 2000**

- Managed all of the activities of the legislative affairs team in Tallahassee.
- Coordinated the development of the agency's legislative priorities.
- Coordinated and secured sponsorship of all local resource protection initiatives, including the submittal of all state appropriation requests.
- Interfaced with federal, state and local governmental entities, as well as, agricultural, industrial, land development and environmental organizations to promote sound water resource protection and management policies, and to create positive relationships with legislative, community and civic leaders.
- Represented the agency in various inter-state organizations aimed at promoting the development of alternative water supplies and progressive water resource management regulations at the federal level.
- Represented the agency, as vice-chair, of the Everglades Restoration Working Group.
- Provided technical support to the agency's legislative affairs unit during the legislative sessions.
- Coordinated the development and implementation of policy relating to Everglades restoration for the office of the Executive Director.
- Collaborated in the development of regional resource plans such as the Miami-Dade County Lake Belt Plan, and the implementation of the Modified Water Deliveries Plan for Everglades National Park.
- Collaborated in the development of the Lower East Coast Regional Water Supply Plan.

**Miami-Dade County Department of Environment Resources Management**

**Assistant to the Director ◊ April 1993 – December 1997**

**Environment Resource Project Supervisor ◊ October 1991 – March 1993**

**Biologist I and II ◊ May 1988 – September 1991**

- Represented the County before the Florida Legislature on natural resource management issues.
- Coordinated the development of agency policies relating to environmental regulation legislation.
- Coordinated agency review and comment on proposed state and water management district rules.
- Coordinated the preparation of amendments to the Code of Miami-Dade County.
- Managed the Miami- Dade County Freshwater Wetlands Trust.
- Acted as the County's liaison to federal, state and regional environmental resource entities.
- Supervised the DERM Wetland Planning Program.

- Coordinated and was senior author of the Bird Drive Everglades Wetlands Basin Special Areas Management Plan (SAMP).
- Negotiated development of uniform federal, state and local wetland regulations and the delegation of these to the County.
- Collaborated to establish the first mitigation bank in Florida located at the Hole-in-the-Donut of Everglades National Park.
- Coordinated the development of wetland resource inventories associated with the Miami-Dade Lake Belt Plan.
- Supervised the DERM Freshwater Wetlands Regulatory Program
- Coordinated all permitting and enforcement activities in freshwater wetlands.
- Coordinated the review and comment to proposed modifications to the Central & South Florida Flood Control System by the U.S. Army Corps of Engineers.
- Provided staff support to the Miami-Dade Water and Sewer Dept. in support of the construction of the West Dade Wellfield.
- Prepared wetland basin inventories in support of amendments to the Miami-Dade County Comp. Development Master Plan.

**Florida International University / Everglades National Park ♦ Homestead, FL****Research Assistant ♦ June 1984 -January 1989**

- Participated in the collection of field data, data management and analysis in support of a comprehensive study of the reptiles and amphibians of Everglades National Park.

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**EDUCATION**

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**B.S. in Environmental Studies ♦ Florida International University, Miami, FL (1987)****M.S. in Biology ♦ Florida International University, Miami, FL (1990)****References available upon request**

**Edgar G. Fernandez**

2014 SW 17 Terrace ~ Miami, FL 33145

Email: [edgar@AnfieldFlorida.com](mailto:edgar@AnfieldFlorida.com)

(786) 255-5755

Mr. Fernandez has been working over 25 years in the legislative and intergovernmental affairs arena with significant experience in water and sewer legislative and regulatory issues. Prior to joining Anfield Consulting, he was responsible for the coordination of all Local, State and Federal legislative, regulatory and appropriations issues for Miami Dade Water and Sewer Department.

Member of the AWWA, and served for 4 years as Chair of the FS AWWA Utility Council Legislative Committee. In 2008, Mr. Fernandez was selected as a Delegate by the Florida Century Commission to serve at the Water Congress held in Orlando Florida to forward recommendations to the Governor and the State Legislature of Florida. In December 2009, he was selected as one of the Ambassadors at the FS AWWA Annual Meeting Water Summit to set Florida's 2030 future priorities.

Proven areas of Legislative, Rule Making, and Appropriations experience include:

- Wastewater Disposal/Ocean Outfalls 2008 - SB 1302/HB7139
- Reclaimed Water Legislation 2012 - HB 639/SB 1086
- Domestic Wastewater Discharged Through Ocean Outfalls - 2013 - SB 444/HB 707
- City of Miami Landfill & Miami Dade County Deep Injection Well Project 2015/16
- City of Miami Wagner Creek / Seybold Canal Restoration 2015/16
- Served on the NACWA/EPA Money Matters Affordability National Task Force
- Relating to Environmental Resources 2016 - SB 516/HB7005

**02/15 – Present (Member - Anfield Consulting) Tallahassee, West Palm Beach (Based in Miami, Florida)**

Provides strategic consulting and planning for successfully securing consulting services contracts for projects associated with the implementation of water resource development and natural resource protection and restoration programs, as well as public infrastructure in education and transportation.

Serves as representative and spokesperson of clients in meetings with federal, state, regional and local governmental entities, members of the Florida Legislature, legislative branch staff, other stakeholders.

As needed, represents clients as one of their designated lobbyists before the Florida Legislature during Regular Sessions and any and all Special Sessions that may convene. Tracks proposed environmental and growth management bills; and secure legislators to serve as spokespersons advocating the position and goal(s) of our clients.

Promotes the dedication of recurring and non-recurring state revenues for the implementation of programs requiring the design and construction of civil works including but not limited to, the State's Total Maximum Daily Loads Program, water supply development and any other legislatively mandated program intended to improve the quality of surface and ground waters in Florida.

Today Anfield Consulting's growing client list includes public entities such as, the Government of Canada, Palm Beach County, Broward County, Polk County, Monroe County, Indian River County, the Florida Section of the American Water Works Assoc., City of Miami, City of St. Augustine, City of Flagler Beach and the Town of Cutler Bay. Private sector clients, include: the Florida Crystals Corporation, Alico Inc., Palm Beach Aggregates, Florida Education Association, Communitel, Inc. (financial transaction entity), the Florida Certification Board, and Alliance One (debt collection org.)

**(05/07 – 02/15) Senior Assistant Governmental Affairs/Policy Development  
Miami-Dade County Water and Sewer Department**

Coordinate intergovernmental issues between the Board of County Commissioners, Mayor Intergovernmental staff, State/Federal legislators and County departments

Liaison for County WASD with municipalities, county, state and federal agencies

Represents the department at meetings with water and sewer utilities, water and sewer associations, water management district, state and federal officials, high level government administrators and local / national trade, civic and business groups

Coordinates with NACWA, AWWA, FS/AWWA, FWEA and other water and sewer associations to ensure that the department's position on national and state water and sewer policy issues is considered when such organizations lobby for national and state water and sewer utilities as-

**(05/02 – 05/07) Assistant to the County Manager, Miami-Dade County**

Assisted in the professional, operational and administrative work for the County Manager and senior staff in the coordination and provision of a variety of County-wide services to include, but not limited to, policy formulation law enforcement, transportation, culture and recreation, infrastructure, human services and internal operations responsible for effectively assisting in coordinating and managing a variety of countywide departmental assignments. Exercises considerable independent judgment in assisting in a variety of countywide assignments

Responsible for the day to day operations, procurement, office management, personnel administration, budget for the County Manager's Office

**(05/01 - 05/02) County Manager's Governmental Liaison, Miami-Dade County**

Coordinated intergovernmental issues between the Board of County Commissioners, Mayors Intergovernmental staff and County departments

Served as Liaison for the County Manager with municipalities, county, state and federal agencies  
Attended conferences and meetings representing the County Manager

**(07/98 - 05/01) Director of Public Affairs/Executive Assistant/Chief of Staff to Miami-Dade County Commissioners**

Managed and implemented all public affairs and protocol programs

Assisted Commissioner and Director of Policy and Legislation with assigned departments and BCC Agenda workshops and legislative matters

Attended community meetings, rallies, Homeowner groups, functions and any other meetings with and on behalf of Commissioner and served as liaison with community organizations, municipalities, NET and Team Metro Offices (Miami & Miami Beach)

References Available Upon Request

# STEPHEN PEPPER UCHINO, Esq.

905 Waverly Rd., Tallahassee, Florida 32312

C: (850) 727-9040; O: (866) 960-5939

pepper@anfieldflorida.com

## Executive Summary

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I am an environmental policy expert with a formal education in environmental law and policy with extensive experience in the Florida Legislature. Since 2007, I have worked to review and craft substantive and appropriations-driven environmental legislation. In my capacity as Staff Director, and formerly as the committee attorney, I collaborated with elected members and staff of the Florida Senate to help set environmental priorities and draft bills consistent with those priorities. I directly worked on or reviewed every major piece of environmental legislation and many others that passed through the Senate during my tenure there. I have a broad base of knowledge and a unique perspective due to my legislative experience inside the Senate.

## Experience

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- |                     |   |                 |
|---------------------|---|-----------------|
| Aug 2015 – Present  | Anfield Consulting Group<br><i>Member</i>   | Tallahassee, FL |
|                     | <ul style="list-style-type: none"><li>▪ Providing strategic consulting for clients to navigate the legislative process for a wide range of issues from natural resources to millage rates</li><li>▪ Providing legal and technical analysis and consulting of legislation affecting our clients</li><li>▪ Representing clients before the Executive branch, as required</li><li>▪ Tracking all natural resource and growth management legislation and other issues as requested by our clients</li><li>▪ Securing recurring and non-recurring revenue to implement water resource development projects, restoration projects, such as CERP, basin management action plan projects, and others through coordination with the Executive branch</li></ul>   |                 |
| Nov 2012 – Aug 2015 | The Florida Senate<br><i>Staff Director – Committee on Environmental Preservation and Conservation;<br/>Select Committee on Indian River Lagoon and Lake Okeechobee Basin (2012 – 2014)</i>   | Tallahassee, FL |
|                     | <ul style="list-style-type: none"><li>▪ Coordinated with the Senate President's Office on legislative priorities</li><li>▪ Collaborated with elected members of the Florida Senate, House of Representatives, and the Governor's office to implement environmental policy</li><li>▪ Oversaw committee function and maintaining compliance with Senate Rules</li><li>▪ Drafted and reviewed major pieces of legislation, including the 2016 water bill, springs protection, Amendment 1 implementation, Everglades Restoration, Florida Forever, permitting, petroleum restoration programs, hydraulic fracturing, and many others</li><li>▪ Coordinated with Appropriations staff on budget and fiscal issues</li><li>▪ Trained and taught new employees and managed their workload and assignments</li></ul> |                 |
| Feb 2009 – Nov 2012 | The Florida Senate<br><i>Legislative Attorney – Committee on Environmental Preservation and Conservation;<br/>Select Committee on Florida's Inland Waters (2009 – 2010)</i>   | Tallahassee, FL |
|                     | <ul style="list-style-type: none"><li>▪ Personal areas of responsibility – The Department of Environmental Protection, the Water Management Districts, Everglades, consumptive use permitting, environmental resource permitting, Florida Forever, coastal zones, and springs</li></ul>   |                 |

- Drafted, reviewed, and analyzed legislation
- Rendered legal opinions on legislation and its impact on current law
- Coordinated with elected officials, agency representatives, lobbyists, and members of the public to craft environmental policy
- Researched statutory history and administrative rules and their implementation

Dec 2007 – Feb 2009      The Trust for Public Land      Tallahassee, FL  
*Florida Director of Government Affairs*

- Created and executed a statewide strategic policy that resulted in an additional \$4.5 million per year available for specific projects
- Developed and implemented legislative strategy for the reauthorization of the \$3 billion Florida Forever Program
- Coordinated between all Florida offices to meet legislative priorities for conservation funding
- Participated on the leadership team to set statewide policy and budget priorities
- Represented the Trust on the Florida Forever Coalition Steering Committee and the Board of the Collins Center for Public Policy – Sustainable Florida

## Education

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June 2007      University of Miami Rosenstiel School of Marine and Atmospheric Science      Coral Gables, FL

Dec 2005      University of Miami School of Law      Coral Gables, FL  
*Juris Doctorate / Master of Arts in Marine Affairs and Policy Joint Degree*

- Concentrations in Everglades Restoration and Ocean Law
- Award of Academic Merit for the Master of Arts degree
- CALI Excellence For The Future Award for Alternative Dispute Resolution

May 1999      University of Miami      Coral Gables, FL  
*Bachelor of Business Administration*

- Major: Marketing; minor – English
- Graduated Dean’s List from the School of Business
- Awards – Provost Honor Roll, Dean’s List, Certificate of Academic Excellence

## Affiliations

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- Florida Bar Association
- Environmental and Land Use Law Section Member of the Florida Bar
- Florida State University College of Law Environmental Law Society

## Volunteer Research

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Field research assistant for the University of Miami study “Reef Fish Movements and Marine Reserve Designs”

- Goal: determine the effectiveness of marine reserves on conserving spawning stock biomass
- GPS-locating of omnidirectional hydroacoustic receivers in an array in Dry Tortugas National Park
- Retrieving, downloading, and redeploying the hydroacoustic receivers
- Internal tagging of select fish species, mainly grouper and snapper

#8

Chiumento & Associates, P.A.

Michael D. Chiumento  
Michael D. Chiumento III  
Andrew C. Grant  
Ronald A. Hertel  
Vincent T. Lyon  
Bernice Lubvick

Scott Alan Selis, P.A.  
Scott A. Selis

Marc E. Dwyer, P.A.  
Marc E. Dwyer

Lewis A. Berns, P.A.  
Lewis A. Berns  
Of Counsel

Williams Legal, P.A.  
Douglas S. Williams



**CHIUMENTO  
SELIS DWYER P.L.**  
ATTORNEYS AT LAW

A P.L.L.C. of P.A.s

Reply To:  
Palm Coast  
145 City Place, Suite 301  
Palm Coast, FL 32164  
386-445-8900 Tel  
386-445-6702 Fax

Ormond Beach  
1414 W. Granada Blvd., Suite 4  
Ormond Beach, FL 32174  
386-868-5337 Tel

Deland  
120 S. Woodland Blvd. Suite 214  
Deland, FL 32720  
386-738-5553 Tel

E-mail: [michael3@palmcoastlaw.com](mailto:michael3@palmcoastlaw.com)  
Website: [palmcoastlaw.com](http://palmcoastlaw.com)

**MEMORANDUM**

**TO: LARRY NEWSOME OR  
BOB SMITH  
CITY OF FLAGLER BEACH  
VIA HAND DELIVERY**

**FROM: MICHAEL D. CHIUMENTO III**

**CC: KELLY DEVORE  
PETE SCERBO**

**RE: SEASIDE LANDINGS SUBDIVISION**

**DATE: SEPTEMBER 13, 2016**

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Larry or Bob:

As you know, Pete Scerbo of Seaside Landings LLC is in the process of platting the above property. The owner will construct the lift station and/or water mains and which will be dedicated to the City for maintaining the utilities. Therefore, enclosed please find the utility easement which must be executed before two witnesses and a notary public (the notary may be one witness) and returned to me for eventual recording in the public records.

Please review and advise of any questions or comments. Thank you.

This instrument prepared by  
Michael D. Chimento III, Esquire  
Chimento Selis Dwyer, P.L.  
145 City Place, Suite 301  
Palm Coast, Florida 32164

Parcel ID Numbers:  
381231-0000-04050-0000  
191232-0000-01010-0000  
241231-0000-03040-0000

### UTILITY EASEMENT

This Utility Easement is by and between **SEASIDE LANDINGS, LLC**, a Delaware limited liability company ("Grantor"), whose address is 1100 5<sup>th</sup> Avenue S., Suite 404, Naples, FL 34102, and the **CITY OF FLAGLER BEACH, FLORIDA**, a municipal corporation in the State of Florida, or its successors or assigns ("Grantee"), whose address is P.O. Box 70, Flagler Beach, FL 32136.

#### WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor agrees as follows:

WHEREAS, Grantor is the owner of the property described on the attached Exhibit "A", (the "Property"); and

WHEREAS, Grantor platted Property into a residential subdivision named Seaside Landings; and

WHEREAS, once the plat is recorded and the infrastructure is in place, Grantor will be constructing and dedicating the lift station and/or water main to the Grantee which is located on the Property;

WHEREAS, Grantee desires to maintain, repair, replace, construct and install the utilities which requires an easement upon the Property.

NOW THEREFORE, Grantor for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agrees and covenants with City as hereinafter set forth:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. Grantor does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee a non-exclusive permanent easement and right-of-way to install, construct, operate, maintain, repair, replace and remove pipes and mains constituting the gravity sewer collection system, sewer force mains, lift stations and all other equipment and appurtenances as may be necessary or convenient for the operation of the underground sewer utility services (hereinafter referred to as "Utilities") over and upon the real property described on Exhibit "B" attached hereto (the "Easement Area"); together with rights of ingress and egress to access the Easement Area as necessary for the use and enjoyment of the easement herein granted. This easement is for sewer utility services only and does not convey any right to install other utilities such as cable television service lines.

**TO HAVE AND TO HOLD**, unto Grantee, his successors and assigns for the purposes aforesaid. Said Grantor is lawfully seized of the Property in fee simple and thereby has the authority to grant said easement.

The easement herein granted is subject to covenants, restrictions, easements, liens and encumbrances of record.

(a) Grantor reserves the right and privilege to use and occupy the surface and air space over the Easement Area for any purpose which is consistent with the rights herein granted to Grantee.

(b) The Grantor, in order to aid and assist the Grantee in the full and beneficial use of the Easement Area herein granted shall permit Grantee to have the reasonable right of access to the Easement Area over the Property and Grantee shall have the right to clear, and remove from the Easement Area trees, vegetation, undergrowth and other obstructions that may interfere with location, installation, operation or maintenance of the Utilities installed thereon by the Grantee.

(e) Grantor shall not construct any new or additional improvements, or make modification to the Easement Area without prior written consent of Grantee which shall not be unreasonably withheld.

(f) Such easement rights shall also include the right to encroach upon adjacent portions of the Property as is reasonably necessary to constructing, installing, replacement, maintaining, use, repair of the Utilities. Upon completion of such constructing, installing, maintaining, replacement, use, repair of the Utilities, Grantee shall restore, at its sole cost and expense, any and all portions of Grantor's Property which were damaged or destroyed by Grantee to reasonably restore the condition that existed prior to such encroachment.

(g) Further Grantor hereby expressly reserves to itself, its successors and assigns, the use and enjoyment of the easement, provided such use does not interfere with the purposes of this grant of easement.

(h) All Utilities will be installed, operated and maintained at all times beneath the surface of the Easement Area provided that the same may be temporarily exposed or removed to the surface when necessary or desirable for the purpose of repairing and/or replacing the same. Provided, however, that Utilities which are customarily installed above ground may be installed above ground subject to the right of Grantor, consistent with good engineering practices to approve the location of such above ground installation in its reasonable discretion.

(i) Grantee shall exercise the easement rights conveyed herein in a manner which will not unreasonably interfere with use and occupancy of residential or improvements constructed upon the Property.

3. After any installation, construction, repair, replacement or removal of any utility lines or equipment as to which easement rights are granted, Grantee shall refill any holes or trenches in a proper and workmanlike manner to the condition existing prior to such installation, construction, repair, maintaining, replacement or removal, including but not limited to restoration of sod, landscaping, planting, pavement or other surface improvements which are required to be removed in connection with installation, maintenance, construction, repair, replacement or removal of utility lines or equipment. To the extent permitted by law, however, Grantee shall be responsible for damage to improvements that are caused by Grantee's negligence.

4. This Grant of Easement shall inure to the benefit of and be binding of and be binding upon Grantee and its successors and assigns.

5. For the purposes of the terms and conditions of this Grant of Easement, "Grantor" means the owner from time to time of the Easement Area or any part thereof.

6. This Grant of Easement shall become effective upon recordation in the Public Records of Flagler County.



IN WITNESS WHEREOF, the Grantee has hereunto set its hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2016.

**WITNESSES:**

**GRANTEE**

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

**CITY OF FLAGLER BEACH, FLORIDA**

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

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

Its \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing Utility Easement Agreement was acknowledged before me, an officer duly authorized in the State and County aforesaid, to take acknowledgments, this \_\_\_\_ day of \_\_\_\_\_, 2016, \_\_\_\_\_, as \_\_\_\_\_ of CITY OF FLAGLER BEACH, FLORIDA, on behalf of the municipality, who are personally known to me or who provided \_\_\_\_\_ as identification and who did not take an oath.

\_\_\_\_\_  
\_\_\_\_\_  
Notary Public, State of Florida  
My Commission Expires:

EXHIBIT "A"

PROPERTY

**EXHIBIT A**

**PROPERTY DESCRIPTION**

A portion of Sections 19, and 37, Township 12 South, Range 32 East, a portion of Section 38, Township 12 South, Range 31 East, Flagler County, Florida; and also being a portion of Bulow Grant Lot 4 lying Easterly of the Westerly mean high water line of Bulow Creek, all in Flagler County, Florida and being more particularly described as follows:

Commence at the Northeast corner of said Bulow Grant Lot 6, said point also being the Southwest corner of Government Lot 3 of Section 30, Township 12 South, Range 32 East; thence North 24° 48' 05" West, 1306.04 feet to the Southwest corner of aforesaid Section 19; thence continuing along West line of said Section 19, North 03° 56' 05" East, 969.58 feet to an intersection with the Southerly line of Bulow Grant Lot 4 for the Point of Beginning; thence run South 68° 05' 38" West, along the said South line of Bulow Grant Lot 4, 4,518 feet, more or less, to the Westerly mean high water line of Bulow Creek; thence Northwesterly and meandering along the said Westerly mean high water line of Bulow Creek to an intersection with the North line of said Bulow Grant Lot 4; thence North 67° 59' 19" East, along said North line of Bulow Grant Lot 4, 4,696 feet, more or less, to the East line of the said Bulow Grant and to the Northeast corner of said Bulow Grant Lot 4; thence South 35° 51' 25" East, along the said East line of the Bulow Grant Lot 4, 316.17 feet to an intersection with the Westerly line of the Florida East Coast Canal Intracoastal Waterway (Haulover Creek), a 500 foot right-of-way as recorded in Deed Book 19, Page 50, public records of Flagler County, Florida; thence South 49° 29' 14" East, Easterly along said West line of the Florida East Coast Canal, 1491.61 feet; thence South 35° 46' 14" East, along the said Westerly right-of-way line of the Florida East Coast Canal, 571.75 feet to the aforesaid Southerly line of Bulow Grant Lot 4; thence South 88° 31' 49" West, a distance of 905.32 feet; thence South 03° 56' 05" West, a distance of 351.20 feet to the Point of Beginning.

LESS AND EXCEPT that portion thereof lying within John Anderson Highway.

Further LESS AND EXCEPT a portion of Section 38, Township 12 South, Range 31 East, Flagler County, Florida; and also being a portion of Bulow Grant Lot 4 being more particularly described as follows:

From a point of reference commence at the Northeast corner of Bulow Grant Lot 6, said point being the Southwest corner of government Lot 3 of Section 30 Township 12 South, Range 32 East, thence North 24° 52' 38" West, a distance of 1306.04 feet to the Southwest corner of Section 19, Township 12 South, Range 32 East; thence continuing along the West line of said Section 19, North 03° 51' 32" East, a distance of 969.58 feet to an intersection with the Southerly line of Bulow Grant Lot 4; thence South 68° 01' 05" West, along the said South line of Bulow Grant Lot 4, a distance of 2315.88 feet to the Easterly right of way of John Anderson Highway (a 100 foot right of way); thence North 16° 40' 17" West, along the said Easterly right of way of John Anderson Highway a distance of 711.44 feet to the Point of Beginning; thence North 67° 45' 46" East, leaving said Easterly right of way of John Anderson a distance of 374.87 feet; thence North 08° 48' 18" West, a distance of 51.41 feet; thence South 67° 45' 46" West, a distance of 93.23 feet; thence North 20° 50' 40" West, a distance of 225.98 feet; thence South 68° 38' 22" West, a distance of 271.81 feet to the aforesaid Easterly right of way of John Anderson Highway; thence South 16° 40' 17" East, along said Easterly right of way of John Anderson Highway a distance of 281.40 feet to the Point of Beginning.

EXHIBIT "B"  
EASEMENT AREA

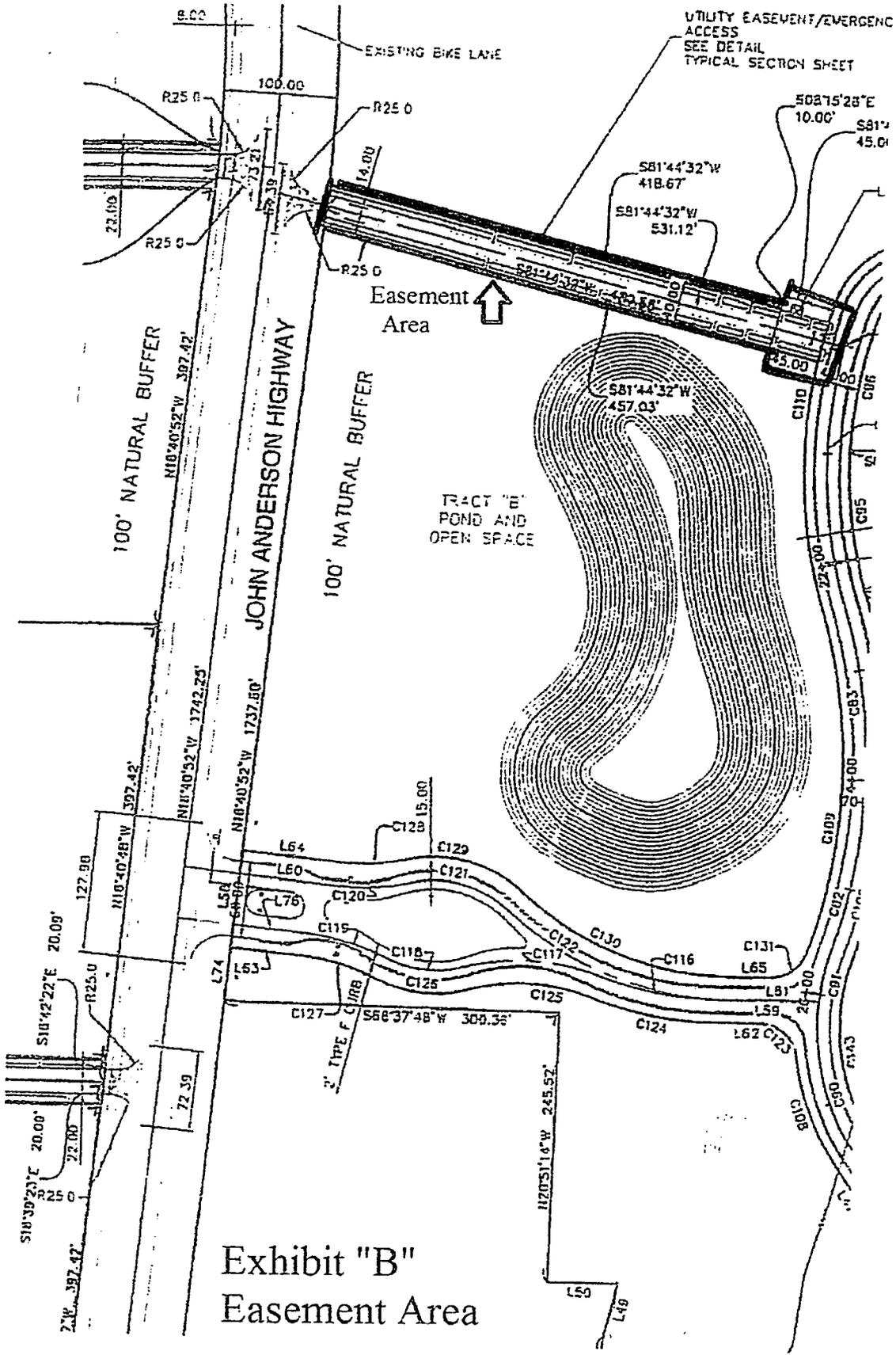


Exhibit "B"  
 Easement Area

JOINDER AND CONSENT

SHP CAPITAL II, LLC, a Maine limited liability company, the holder of that certain First Mortgage and Security Agreement recorded on December 11, 2014, in Official Records Book 2038, at Page 1426, of the Public Records of Flagler County, Florida, as the same may be amended from time to time, hereby joins in and consents to the Easement Agreement referenced herein

SHP CAPITAL II, LLC., a Maine limited liability company

BY:   
Name: MICHAEL BURNHAM  
Title: Manager



# FLAGLER BEACH CITY COMMISSION

## City Manager's Report

Item #9

**Meeting Date:** September 22, 2016

**Issue:** Approve an Agreement between the Office of the Attorney General, Bureau of Advocacy and Grants Management and the City of Flagler Beach for the Victims of Crime Act (VOCA) Grant, and authorize the Mayor to sign.

**From:** Penny Overstreet, City Clerk

**Organization:** Flagler Beach Police Department, Victim Advocate

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**RECOMMENDATION:** Staff recommends the City Commission accept the award of the Victims of Crime Act grant in the amount of \$110,691.00 for the 2016-2017 funding cycle.

**BACKGROUND:** The Victim Advocate and the Part-time Victim Advocate salary are funded from this grant.

**BUDGETARY IMPACT:** The award is \$4,986 more than originally included in the 2016/17 Draft Budget; due to Article 15's addition of \$2,000 for each approved position for use for the required training "OAG's Victim Services Practitioner Designation Training." The possibility exists for even more funding. The Victim Advocate, Detective and Finance Director are working together and communicating with the Attorney General's Office to make this determination. A budget amendment will be forthcoming to recognize the additional revenue and city match of \$319.

**POLICY/REQUIREMENT FOR BOARD ACTION:** Accept the grant and authorize the Mayor to sign same.

**IMPLEMENTATION/COORDINATION:** Finance Director is working with Detective Williams and Donna Kearney to ensure compliance with the Bureau of Advocacy and Grants Management, grant requirements.

### Attachments

- Award Letter
- Agreement

**OFFICE OF THE FLORIDA ATTORNEY GENERAL  
VOCA 2016-2017  
Organization: Flagler Beach Police Department  
Grant No.: VOCA-2016-Flagler Beach Police Depa-00649  
Award Letter**

September 12, 2016 11:19AM

Capt. Matthew Doughney  
Captain  
Post Office Box 36  
Flagler Beach , Florida 32136-0070

Dear Flagler Beach Police Department :

The Office of the Attorney General, Bureau of Advocacy and Grants Management, is pleased to inform you that Flagler Beach Police Department will be awarded a Victims of Crime Act (VOCA) grant for the 2016-2017 funding cycle in the amount of \$110,691.33.

Our staff has worked diligently to determine how best to distribute the available VOCA grant funding while maintaining mandatory federal grant distribution guidelines and mission critical services. These considerations and your agency's commitment to providing services to crime victims in your community were the key factors used in making our decision.

A member of the Bureau of Advocacy and Grants Management will contact your agency to provide information and instructions for this grant. Thank you for your continuing efforts in providing assistance to victims of crime.

Sincerely,  
Emery A. Gainey,  
Director

**FY 2016/2017  
(GRANT PERIOD)**

**AGREEMENT BETWEEN THE STATE OF FLORIDA  
DEPARTMENT OF LEGAL AFFAIRS  
OFFICE OF THE ATTORNEY GENERAL**

**AND**

**Flagler Beach Police Department**

**GRANT NO. VOCA-2016-Flagler Beach Police Depa-00649**

THIS AGREEMENT is entered into in the City of Tallahassee, Leon County, Florida by and between the State of Florida, Department of Legal Affairs, Office of the Attorney General (OAG), the pass-through agency for the Victims of Crime Act (VOCA), Catalog of Federal Domestic Assistance (CFDA) Number - 16.575, hereafter referred to as the OAG, an agency of the State of Florida, with headquarters located at PL-01, The Capitol, Tallahassee, Florida 32399-1050, and Flagler Beach Police Department hereafter referred to as the Provider. The parties hereto mutually agree as follows:

**ARTICLE 1. ENGAGEMENT OF THE PROVIDER**

The OAG hereby agrees to engage the Provider and the Provider hereby agrees to perform services as set forth herein. The Provider understands and agrees all services are to be performed solely by the Provider and may not be subcontracted or assigned without prior written consent of the OAG. The consent of the OAG does not vest any rights in the subcontractor or create any obligation on behalf of the OAG to the subcontractor. All subcontract agreements will contain a disclosure to this effect.

The Provider agrees to provide the OAG with written notification of any change in its designated representative for this Agreement. This Agreement shall be performed in accordance with the Victims of Crime Act (VOCA), Victim Assistance Grant Final Program Guidelines, Federal Register, Vol. 62, No. 77, April 22, 1997, pp. 19607-19621 and the U.S. Department of Justice, (DOJ), Office of Justice Programs, DOJ Grants Financial Guide, (Financial Guide), incorporated herein by reference, and any other regulations or guidelines currently or subsequently required by the U.S. Department of Justice and State or Federal laws.

**ARTICLE 2. SCOPE OF WORK**

For the Grant Period, the Provider will maintain a victim services program that will be available to provide direct services to victims of crime who are identified by the Provider and/or are presented to the Provider, as outlined in the approved Grant Application of the Provider for the Grant Period as approved by the OAG, incorporated herein by reference, unless otherwise approved by the OAG in writing.

**ARTICLE 3. TIME OF PERFORMANCE**

This Agreement shall become effective on October 1, 2016, or on the date when the Agreement has been signed by all parties, whichever is later, and shall continue through September 30, 2017. No costs incurred by the Provider prior to the effective date of said Agreement will be reimbursed and the Provider is solely responsible for any such expenses.

#### ARTICLE 4. GRANT FUNDS

The Provider agrees not to commingle grant funds with other personal or business accounts. The U.S. Department of Justice, DOJ Grants Financial Guide does not require physical segregation of cash deposits or the establishment of any eligibility requirements for funds which are provided to a Provider. However, the Provider's accounting systems must ensure OAG grant funds are not commingled with funds on either a program-by-program or a project-by-project basis. Grant funds specifically budgeted and/or received for one project may not be used to support another. Where the Provider's existing accounting system cannot comply with this requirement, the Provider shall establish an additional accounting system to provide adequate grant fund accountability for each project.

In accordance with the provisions of Section 287.0582, Florida Statutes (2015), if the terms of this Agreement and reimbursement contemplated by this Agreement extend beyond the current fiscal year, the OAG's performance and obligation to reimburse under this Agreement are contingent upon an annual appropriation and spending authority by the Florida Legislature. In addition, the OAG's performance and obligation to reimburse under this Agreement is contingent upon the OAG's Victims of Crime Act award, as funded through the U.S. Department of Justice, Office for Victims of Crime formula grant program.

#### ARTICLE 5. FINANCIAL CONSEQUENCES

In accordance with Section 215.971, Florida Statutes (2015), provisions specifying the financial consequences that apply if the Provider fails to perform the minimum level of service required by this Agreement are set forth in this paragraph. The Provider will be held responsible for maintaining a victim services program that will be available to provide direct services to victims of crime who are identified by the Provider and/or are presented to the Provider, and meeting the deliverables and the performance standards as outlined in the current year VOCA Grant Application and approved by the OAG, included within the OAG E-Grants Management System, and incorporated herein by reference in the approved application, unless otherwise modified as approved by the OAG in writing. If the Provider does not maintain a victim services program that will be available to provide direct services to victims of crime as outlined in the approved application without an approved justification, the OAG will impose a corrective action plan, reduction of the final payment for the grant period under this Agreement by 5% of the total award amount listed in Article 32, and/or terminate this Agreement.

#### ARTICLE 6. REGISTRATION REQUIREMENTS

Prior to execution of this Agreement, the Provider shall be registered electronically with the State of Florida at MyFloridaMarketPlace.com. If the parties agree that exigent circumstances exist that would prevent such registration from taking place prior to execution of this Agreement, then the Provider shall so register within twenty-one (21) days from execution. The online registration can be completed at:

<http://dms.myflorida.com/dms/purchasing/myfloridamarketplace>

The Provider agrees to comply with the applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by the Federal Office of Management and Budget and the DOJ's Office of Justice Programs), and to acquire and provide a Data Universal Numbering System (DUNS) number. The Provider also agrees to applicable restrictions on subcontractors that do not acquire and provide a DUNS number. The details of Provider obligations are posted on the Office of Justice Programs' website at <http://www.ojp.gov/funding/sam.htm> (Award condition: Registration with the System for Award Management and Universal

Identifier Requirements), and are incorporated by reference. This special condition does not apply to the Provider who is an individual and received the grant award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

#### ARTICLE 7. W-9 REQUIREMENT

The State of Florida Department of Financial Services requires that vendors have a verified Substitute Form W-9 on file in order to avoid delays in payments. Information on how to register and complete your Substitute Form W-9 can be found at <http://flvendor.myfloridacfo.com>. The Vendor Management Section can also be reached at (850) 413-5519.

#### ARTICLE 8. AUTHORIZED EXPENDITURES

Only expenditures which are detailed in the approved budget of the grant application, a revised budget, or an amended budget approved by the OAG are eligible for reimbursement with grant funds. Any requested modification to the budget must be submitted by the Provider in writing to the OAG and will require prior approval by the OAG. Budget modification approval is at the sole discretion of the OAG. The Provider acknowledges and agrees any grant funds reimbursed under this Agreement must be used in accordance with the Victims of Crime Act, Victim Assistance Grant Final Program Guidelines, Federal Register, Vol. 62, No. 77, April 22, 1997, pp. 19607-19621, and the Financial Guide and any other regulations or guidelines currently or subsequently required by the U.S. Department of Justice and State or Federal laws. Expenditures for the acquisition and maintenance of telephones and equipment shall be proportional to the percentage of VOCA grant funded staff who utilize the telephones and equipment, as contemplated by this Agreement.

The Provider and the OAG agree grant funds cannot be used as a revenue generating source and crime victims cannot be charged either directly or indirectly for services reimbursed with grant funds. Third party payers such as insurance companies, Victim Compensation, Medicare or Medicaid may not be billed for services provided by grant funded personnel to clients. Grant funds must be used to provide services to all crime victims, regardless of their financial resources or availability of insurance or third party reimbursements. The OAG and the Provider further agree that travel expenses will be reimbursed with grant funds only in accordance with Section 112.061, Florida Statutes (2015).

Expenditures of state financial assistance must be in compliance with all laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Florida Reference Guide for State Expenditures.

Only allowable costs resulting from obligations incurred during the term of the Agreement are eligible for reimbursement, and any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the OAG. Any funds paid in excess of the amount to which the Provider is entitled under the terms of this Agreement must be refunded to the OAG.

The Provider shall reimburse the OAG for all unauthorized expenditures and the Provider shall not use grant funds for any expenditures made by the Provider prior to the execution of this Agreement or after the termination date of the Agreement. If the Provider is a unit of local or state government, the Provider must follow the written purchasing procedures of that governmental agency or unit. If the Provider is a non-profit organization, the Provider agrees to obtain a minimum of three (3) written quotes for all single item grant-related purchases equal to or in excess of two thousand five hundred dollars (\$2,500) unless it is documented that the vendor is a sole source supplier. The Provider will utilize the lowest quote for the purchase.

The Provider understands and agrees that it cannot use any federal funds (including grant funds), either directly or

indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of the U.S. Department of Justice, Office of Justice Programs.

The Provider must report suspected fraud, waste and abuse to the OAG's Office of the Inspector General at 850-414-3300.

#### ARTICLE 9. PROGRAM INCOME

The Provider shall provide services to crime victims, at no charge, through the VOCA grant funded project. Upon request, the Provider agrees to provide the OAG with financial records and internal documentation regarding the collection and disposition of program income, including, but not limited to, Victim Compensation, insurance, Medicare, Medicaid, restitution and direct client fees.

#### ARTICLE 10. METHOD OF PAYMENT

Payment for services performed under the Agreement shall be issued in accordance with the provisions of Section 215.422, Florida Statutes (2015).

All required performance reports must be completed by the Provider and received by the OAG in order to document the provision of the project deliverables. Processing of reimbursement of a monthly invoice is contingent upon timely OAG receipt of performance reports, approval by the OAG of the level of service provided during the report period, and approval by the OAG of all performance reports due. The Provider shall provide all performance reports on a quarterly and annual basis unless otherwise requested by the OAG.

Each monthly invoice and all required supporting documentation must be submitted by the Provider to the OAG by the last day of the month immediately following the month for which reimbursement is requested. The Provider shall maintain appropriate documentation of all costs represented on the invoice. The OAG may require any and all appropriate documentation of expenditures prior to approval of the invoice, and may withhold reimbursement if services are not satisfactorily completed or if the documentation is not satisfactory. The final invoice is due to the OAG no later than 45 days after the expiration or termination of the Agreement. If complete and correct, documented invoices are not received within these time frames, all right to reimbursement may be forfeited, the OAG may not honor any subsequent requests for payment, and the OAG may terminate the Agreement.

Any reimbursement due or any approval necessary under the terms of the Agreement shall be withheld until all evaluation, financial and program reports due from the Provider, and necessary adjustments thereto, have been approved by the OAG. The Provider is required to inform the OAG if they are being investigated by any governmental agency for financial, programmatic, or other issues. If it comes to the attention of the OAG that the Provider is being investigated, all pending requests for reimbursement may not be processed until the matter is resolved to the satisfaction of the OAG.

The Provider agrees to maintain and timely submit such progress, fiscal, inventory, and other reports as the OAG may require pertaining to this grant.

The Provider is required to match the grant award as required in the VOCA Federal Guidelines. Match contributions equal to 20% (cash or in-kind) of the total cost of each VOCA project (VOCA grant funds plus match contributions) must be

reported monthly to the OAG. All funds designated as match contributions are restricted in the same manner and to be expended for the same uses as the VOCA victim assistance grant funds and must be expended within the grant period. Unless otherwise approved by the OAG, match contributions must be reported on a monthly basis in an amount consistent with the amount of funding requested for reimbursement.

#### ARTICLE 11. VENDOR OMBUDSMAN

Pursuant to Section 215.422(7), Florida Statutes (2015), the Florida Department of Financial Services has established a Vendor Ombudsman, whose duties and responsibilities are to act as an advocate for vendors who may have problems obtaining timely payments from state agencies. The Vendor Ombudsman may be reached at (850) 413-5516.

#### ARTICLE 12. LIABILITY AND ACCOUNTABILITY

The Provider, if a non-profit entity, agrees to provide continuous and adequate director, officer, and employee liability insurance coverage against any personal liability or accountability by reason of actions taken while acting within the scope of their authority during the existence of this Agreement and any renewal(s) and extension(s) thereof. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida.

#### ARTICLE 13. INDEPENDENT CONTRACTOR

The Provider agrees that it is an independent contractor and not an officer, employee, agent, servant, joint venture, or partner of the State of Florida, except where the Provider is a state Agency. Neither the Provider nor its agents, employees, subcontractors or assignees shall represent to others that the Provider has the authority to bind the OAG. This Agreement does not create any right to any state retirement, leave or other benefits applicable to State of Florida personnel as a result of the Provider performing its duties or obligations under this Agreement. The Provider agrees to take such actions as may be necessary to ensure that each subcontractor of the Provider will be deemed an independent contractor and will not be considered or permitted to be an officer, employee, agent, servant, joint venturer, or partner of the State of Florida. The OAG will not furnish support services (e.g., office space, office supplies, telephone service, and administrative support) to the Provider, or its subcontractor or assignee, unless specifically agreed to in writing by the OAG.

All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Provider, the Provider's officers, employees, agents, subcontractors, or assignees shall be the sole responsibility of the Provider.

#### ARTICLE 14. DOCUMENTATION AND RECORD RETENTION

The Provider shall maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of grant funds.

The Provider shall maintain a file for inspection by the OAG or its designee, Chief Financial Officer, Auditor General, or U.S. Department of Justice that contains written invoices for all fees, or other compensation for services and expenses, in detail sufficient for a proper pre-audit and post-audit. This includes the nature of the services performed or expenses incurred, the identity of the person(s) who performed the services or incurred the expenses, the daily time and attendance records and

the amount of time expended in performing the services (including the day on which the services were performed), and if expenses were incurred, a detailed itemization of such expenses. All documentation, including audit working papers, shall be maintained at the office of the Provider for a period of five years from the termination date of the Agreement, or until any audit has been completed and any findings have been resolved, whichever is later.

The Provider shall give authorized representatives of the OAG the right to access, receive and examine all records, books, papers, case files, documents, goods and services related to the grant funds. If the Provider fails to provide access to such materials, the OAG may terminate this Agreement. Sections 119.071, and 960.15, Florida Statutes (2015), provide that certain records received by the OAG are exempt from public record requests, and any otherwise confidential record or report shall retain that status and will not be subject to public disclosure. The Provider, by signing this Agreement specifically authorizes the OAG to receive and review any record reasonably related to the purpose of the grant as authorized in the original approved grant application and or the amendments thereto. Failure to provide documentation as requested by the OAG under the provisions of this Agreement shall result in either the termination of the agreement or suspension of further reimbursements to the Provider until all requested documentation has been received, reviewed, and the costs are approved for reimbursement by the OAG.

The Provider shall allow public access to all documents, papers, letters, or other materials made or received in conjunction with this Agreement, except for those records exempt from disclosure under one of the statutory provisions mentioned in the paragraph above, or are otherwise exempt from disclosure by operation of Section 119.071, Florida Statutes (2015) or Chapter 119, Florida Statutes. Failure by the Provider to allow the aforementioned public access constitutes grounds for unilateral cancellation by the OAG at any time, with no recourse available to the Provider. The Provider shall also keep and maintain all public records consistent with the State of Florida's record retention schedule. The Provider shall provide the OAG with a copy of all requested public records or allow the records to be inspected and copied within a reasonable time or as otherwise provided by law. The provider will ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of the Agreement if the Provider does not transfer the records to the OAG at that time.

Upon completion of the Agreement, the Provider shall keep and maintain public records required by the OAG to perform the services to be provided in the scope of this Agreement or electronically transfer, at no cost, to the OAG all public records in possession of the Provider. If the Provider transfers all public records to the OAG upon completion of the Agreement, the Provider shall destroy all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Provider keeps and maintains public records upon completion of the Agreement, the Provider shall meet all applicable requirements for retaining public records. All public records stored electronically must be provided to the OAG, upon request of its Custodian of Public Records, in a format compatible with the information technology systems of the OAG.

**IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-414-3300, pam.bondi@myfloridalegal.com, OFFICE OF THE ATTORNEY GENERAL, PL-01, THE CAPITOL, TALLAHASSEE, FL 32399-1050.**

**ARTICLE 15. VICTIM SERVICES PRACTITIONER DESIGNATION TRAINING**

The Provider agrees to have all VOCA grant funded staff members complete training through the OAG's Victim

Services Practitioner Designation Training.

ARTICLE 16. PROPERTY

The Provider agrees to be responsible for the proper care and custody of all property purchased with grant funds and agrees not to sell, transfer, encumber, or otherwise dispose of property acquired with grant funds without the written permission of the OAG. If the Provider is no longer a grant funds recipient, all property acquired by grant funds shall be subject to the provisions of the U.S. Department of Justice, Office of Justice Programs, Office of the Comptroller Financial Guide.

ARTICLE 17. AUDITS

The Provider shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Agency's Office of the Inspector General (Section 20.055, Florida Statutes (2015), or as authorized by law.

The administration of funds disbursed by the OAG to the Provider may be subject to audits and or monitoring by the OAG, as described in this section.

This part is applicable if the Provider is a Non-Federal Entity, meaning a State, local government, Indian tribe, institution of higher learning, or nonprofit organization that carries out a Federal award as a recipient or subrecipient, as defined in Title 2 C.F.R. Part 200, Subpart A.

1. In the event the Provider expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards, it must have a single or program-specific audit conducted for that year in accordance with the provisions of Title 2 C.F.R. Part 200, Subpart F. Article 32 to this Agreement indicates the amount of Federal funds disbursed through the OAG by this Agreement. In determining the Federal awards expended in its fiscal year, the Provider shall take into account all sources of Federal awards, including Federal resources received from the OAG. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by Title 2 C.F.R. Part 200. An audit of the Provider conducted by the Auditor General in accordance with Title 2 C.F.R. Part 200, Subpart F, will meet the requirements of this part.
2. In connection with the audit requirements addressed in this part, the Provider shall fulfill the requirements relative to auditee responsibilities as provided in Title 2 C.F.R. Part 200, Subpart F.
3. If the Provider expends less than \$750,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of Title 2 C.F.R. Part 200, Subpart F is not required. In the event the Provider expends less than \$750,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of Title 2 C.F.R. Part 200, Subpart F, the cost of the audit must be reimbursed from non-Federal funds (i.e., the cost of such an audit must be reimbursed from Provider resources obtained from other than Federal entities), as mandated in Title 2 C.F.R Part 200, Subpart E.

ARTICLE 18. AUDIT REPORT SUBMISSION

Audits must be submitted no later than 150 days following termination or expiration of the Agreement.

1. Copies of audit reports for audits conducted in accordance with the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule, and required by this Agreement shall be submitted, when required by Section 200.512, the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule, by or on behalf of the Provider directly to the following:
  - A. Office of the Attorney General  
Bureau of Advocacy and Grants Management  
PL-01, The Capitol  
Tallahassee, Florida 32399-1050
2. Any reports, management letters, or other information required to be submitted to the OAG pursuant to this Agreement shall be submitted timely in accordance with Title 2 C.F.R. Part 200, Subpart F, as applicable.
3. Providers should indicate the date the financial reporting package was delivered in correspondence accompanying the financial reporting package.

#### ARTICLE 19. MONITORING

In addition to reviews of audits conducted in accordance with Title 2 C.F.R. Part 200, Subpart F, by entering into this Agreement, the Provider agrees to comply and cooperate with any monitoring procedures/processes and additional audits deemed appropriate by the OAG, including but not limited to on-site visits. The Provider further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the OAG, Chief Financial Officer, Auditor General or the U.S. Department of Justice.

The Provider may not accept duplicate funding for any cost, position, service or deliverable funded by the OAG. Duplicative funding is defined as more than 100% payment from all funding sources for any cost, position, service or deliverable. If there are multiple funding sources and a program is funded by the OAG, the OAG or its designee has the right to review all documents related to those funding sources to determine whether duplicative funding is an issue. If duplicate funding is found, the Agreement may be suspended, terminated or both while the extent of the overpayment is determined. Failure to comply with state law, or the Code of Federal Regulations, and the U.S. Department of Justice Programs, Financial Guide, may also result in the suspension, termination or both of the Agreement while the extent of the overpayment is determined. Absent fraud, in the event that there has been an overpayment to a Provider for any reason, if the amount of the overpayment cannot be determined to a reasonable degree of certainty, as determined in the sole discretion of the OAG, both parties agree that the Provider shall reimburse to the OAG one half of the monies previously paid to the Provider for that line item for the grant year in question.

#### ARTICLE 20. RETURN OF FUNDS

The Provider shall return to the OAG any overpayments made to the Provider for unearned income or disallowed items pursuant to the terms and conditions of this Agreement. In the event the Provider or any outside accountant or auditor determines that an overpayment has been made, the Provider shall immediately return to the OAG such overpayment without prior notification from the OAG. In the event the OAG discovers that an overpayment has been made, the contract manager, on behalf of the OAG, will notify the Provider and the Provider shall forthwith return the funds to the OAG. Should the Provider fail to immediately reimburse the OAG for any overpayment, the Provider will be charged interest at the rate in effect

on the date of the overpayment, as determined by the State of Florida, Chief Financial Officer, pursuant to Chapter 55, Florida Statutes, on the amount of the overpayment or outstanding balance thereof. Interest will accrue from the date of the Provider's initial receipt of funds up to the date of reimbursement of said overpayment funds to the OAG.

#### ARTICLE 21. PUBLIC ENTITY CRIME

Pursuant to Section 287.133, Florida Statutes (2015), the following restrictions are placed on persons convicted of public entity crimes to transact business with the OAG: When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, he/she may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes (2015), for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

#### ARTICLE 22. GRATUITIES

The Provider agrees that it will not offer or give any gift or any form of compensation to any OAG employee. As part of the consideration for this Agreement, the parties intend that this provision will survive the Agreement for a period of two years. In addition to any other remedies available to the OAG, any violation of this provision will result in referral of the Provider's name and description of the violation of this term to the Department of Management Services for the potential inclusion of the Provider's name on the suspended vendors list for an appropriate period. The Provider will ensure that its subcontractors, if any, comply with these provisions.

#### ARTICLE 23. PATENTS, COPYRIGHTS, AND ROYALTIES

The Provider agrees that if any discovery or invention arises or is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected herewith, the discovery or invention shall be deemed transferred to and owned by the State of Florida. Any and all patent rights accruing under or in connection with the performance of this Agreement are hereby reserved to the State of Florida.

In the event that any books, manuals, films, or other copyrightable materials are produced, the Provider shall identify all such materials to the Agency. The Provider does hereby assign to the OAG and its assigns or successors, all rights accruing under or in connection with performance under this Agreement, including the United States Copyright, all other literary rights, all rights to sell, transfer or assign the copyright, and all rights to secure copyrights anywhere in the world.

The Provider shall indemnify and hold the OAG and its employees harmless from any claim or liability whatsoever, including costs and expenses, arising out of any copyrighted, patented, or unpatented invention, process, or article manufactured or used by the Provider in the performance of this Agreement. The Provider shall indemnify and hold the OAG and its employees harmless from any claim against the OAG for infringement of patent, trademark, copyright or trade secrets. The OAG will provide prompt written notification of any such claim. During the pendency of any claim of infringement, the Provider may, at its option and expense, procure for the OAG, the right to continue use of, or to replace or modify the article to render it non-infringing. If the Provider uses any design, device, or materials covered by letters patent, or copyright, it is mutually agreed and understood without exception the compensation paid pursuant to this Agreement includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this

## Agreement.

Subcontracts must specify that all patent rights and copyrights are reserved to the State of Florida.

### ARTICLE 24. INDEMNIFICATION AND ASSUMPTION OF LIABILITY

To the extent permissible under Florida law, the Provider shall be liable for and indemnify, defend, and hold the OAG and all of its officers, agents, and employees harmless from all claims, suits, judgments, or damages, including attorney's fees and costs, arising out of any act or omission or neglect by the Provider and its agents, employees and subcontractors during the performance or operation of this Agreement or any subsequent modifications or extensions thereof.

The Provider's evaluation or inability to evaluate its liability shall not excuse the Provider's duty to defend and to indemnify the OAG within seven (7) days after notice by the OAG. After the highest appeal taken is exhausted, only an adjudication or judgment specifically finding the Provider not liable shall excuse performance of this provision. The Provider shall pay all costs and fees including attorney's fees related to these obligations and their enforcement by the OAG. The OAG's failure to notify the Provider of a claim shall not release the Provider from these duties. The Provider shall not be liable for any claims, suits, judgments, or damages arising solely from the negligent acts of the OAG.

This Agreement and the rights and obligations created by it are intended for the sole benefit of the OAG and the Provider. No third party to this Agreement, including the victims served by the Provider, have any rights under this Agreement, no third party may rely upon this Agreement or the rights and representations created by it for any purpose.

The Provider agrees to assume all liability associated with providing services under the terms and conditions of this Agreement. This includes, but is not limited to, premises liability and any travel taken by any employee of Provider or any recipient of Provider's services.

### ARTICLE 25. TERMINATION OF AGREEMENT

This Agreement may be terminated by the OAG for any reason upon five (5) days written notice via certified U.S. mail, hand delivery, or email to the Provider to the physical or email address provided by the Provider in the application.

In the event this Agreement is terminated by the OAG, the Provider shall deliver documentation of ownership or title, if appropriate for all supplies, equipment and personal property purchased with grant funds to the OAG, within 30 days after termination of the Agreement. Any finished or unfinished documents, data, correspondence, reports and other products prepared by or for the Provider under this Agreement shall be made available to and for the exclusive use of the OAG.

Notwithstanding the above, the Provider shall not be relieved of liability to the OAG for damages sustained by the OAG by virtue of any termination by the OAG or breach of this Agreement by the Provider. In the event this Agreement is terminated by the OAG, the Provider shall be reimbursed for satisfactorily performed and documented services provided prior to the effective date of termination.

### ARTICLE 26. AMENDMENTS

Modification of any provision of this Agreement must be mutually agreed upon by all parties, and requires a written and fully executed amendment to this Agreement, except as provided for budget modifications submitted by the Provider in writing which have been previously approved by the OAG pursuant to the terms of Article 7, Authorized Expenditures.

## ARTICLE 27. NONDISCRIMINATION

Recipients of federal financial assistance must comply with applicable federal civil rights laws, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. §10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §7 94), Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); and Exec. Order 13279 (67 Fed. Reg. 241).

Pursuant to applicable federal laws and Chapter 760, Florida Statutes (2015), the Provider agrees not to discriminate against any client or employee in the performance of this Agreement or against any applicant for employment because of age, race, religion, color, disability, national origin, marital status or sex. The Provider further assures that all contractors, subcontractors, sub-grantees, or others with whom it arranges to provide services or benefits to clients or employees in connection with any of its programs and activities are not discriminating against those clients or employees because of age, race, religion, color, disability, national origin, marital status or sex.

The Provider must have policies and procedures in place for responding to complaints of discrimination that employees and beneficiaries file directly with the Provider. Information provided by the U.S. Department of Justice, Office of Justice Programs, to assist with policy and procedure development is available at <http://ojp.gov/about/offices/ocr.htm>.

In the event a Federal or State court, or a Federal or State administrative agency, makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, marital status or sex against the Provider, the Provider will forward a copy of the findings to the Office of Justice Programs, Office for Civil Rights (OCR), and the OAG.

As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Safe Streets Act and Title VI of the Civil Rights Act of 1964, the Provider must take reasonable steps to ensure that LEP persons have meaningful access to its programs and activities. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. The Provider is encouraged to consider the need for language services for LEP persons served or encountered both in developing its budgets and in conducting its programs and activities. Additional assistance and information regarding your LEP obligations can be found at <http://www.lep.gov>.

In accordance with federal civil rights laws, the Provider shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

All Providers must complete a review of the Office of Justice Programs, Office for Civil Rights training modules and confirm compliance with this requirement to the OAG through self-reporting by December 31, 2016. The training modules are available at <http://ojp.gov/about/ocr/assistance.htm>.

Pursuant to Section 287.134, Florida Statutes (2015), an entity or affiliate who has been placed on the Florida Department of Management Services' discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide goods or services to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

The OCR issued an advisory document for Federal grant recipients on the proper use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at [http://ojp.gov/about/ocr/pdfs/UseofConviction\\_Advisory.pdf](http://ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf). Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the Advisory, recipients should consult local counsel in reviewing their employment practices. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans (EEOs).

#### ARTICLE 28. NONDISCRIMINATION IN PROGRAMS INVOLVING STUDENTS

The Provider shall not use award funding to discriminate against students that are participating in (or benefiting from) programs that are funded by those same federal funds. As an example provided by the Office for Victims of Crime, Office of Justice Programs, the Provider cannot use VOCA funding to treat a Catholic student differently than a non-Catholic student when both are applying for, or receiving benefits from, the VOCA program. This same protection also applies to the students' parents or legal guardians.

#### ARTICLE 29. ACKNOWLEDGMENTS

All publications, advertising or written descriptions of the sponsorship of the program shall state: "This project was supported by VOCA-2016-Flagler Beach Police Depa-00649 awarded by the Office for Victims of Crime, Office of Justice Programs. Sponsored by Flagler Beach Police Department and the State of Florida."

The Provider is required to display a civil rights statement prominently on all publications, websites, posters and informational materials mentioning USDOJ programs in bold print and no smaller than the general text of the document. The full civil rights statement must be used whenever possible. Single page documents that do not have space for the full civil rights statement may contain a condensed version in a print size no smaller than the text used throughout the document. If the civil rights statement is missing on a publication, the statement must be included the next time the publication is revised or reprinted and printed copies of the statement must be attached to the current supply of the publication until the next revision is reprinted.

Full Civil Rights Statement: In accordance with federal law and U.S. Department of Justice policy, this organization is prohibited from discriminating on the basis of race, color, national origin, religion, sex, age, or disability. To file a complaint of discrimination, write the Florida Department of Legal Affairs, Federal Discrimination Complaint Coordinator, PL-01 The Capitol, Tallahassee, Florida, 32399-1050, or call 850-414-3300, or write Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, NW, Washington, DC 20531 or call 202-307-0690 (Voice) or 202-307-2027 (TDD/TYY). Individuals who are hearing impaired or have speech disabilities may also contact OCR through the Federal Relay Service at 800-877-8339 (TTY), 877-877-8982 (Speech), or 800-845-6136 (Spanish).

Condensed Civil Rights Statement: The Flagler Beach Police Department is an equal opportunity provider and employer.

The Provider is required to display the OAG's "Civil Rights Fact Sheet" at locations open to the public. The "Civil Rights Fact Sheet" will be made available to the Provider via the OAG E-Grants Management System.

#### ARTICLE 30. EMPLOYMENT

The employment of unauthorized aliens by the Provider is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Provider knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. Any services performed by any such unauthorized aliens shall not be paid. The Provider shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all persons hired during the Agreement term.

#### ARTICLE 31. ADMINISTRATION OF AGREEMENT

All approvals referenced in this Agreement must be obtained from the parties' contract administrators or their designees. The OAG's contract administrator is the Bureau Chief, Christina F. Harris. All notices must be given to the parties' contract administrator.

#### ARTICLE 32. CONTROLLING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Florida. Any and all litigation arising under the Agreement shall be instituted in the appropriate court of general jurisdiction in Leon County, Florida.

#### ARTICLE 33. AMOUNT OF FUNDS

The OAG agrees to reimburse the Provider for contractual services and/or availability to provide services for the entire Time of Performance, as set forth in Article 3 of this Agreement, and completed in accordance with the terms and conditions of the Agreement. The total sum of monies available for reimbursement to the Provider for services provided shall not exceed \$110691.33.

"Availability to Provide Services" is defined as maintaining sufficient capacity to assist victims during the Provider's core business hours throughout the Time of Performance, as set forth in Article 3 of this Agreement. Core business hours are assumed to be at least from 8:00 AM to 5:00 PM, Monday through Friday, unless otherwise approved as alternative core business hours by the OAG. Employee leave earned under this grant period is reimbursable; however, the Provider must continue to maintain sufficient capacity to assist victims.

"Contractual Services" are defined as those specified services established within the OAG approved budget for which the Provider is to be paid upon completion at the set rate also established within the OAG approved budget, as authorized expenditures eligible for payment, or reimbursement pursuant to Article 7 of this Agreement.

#### ARTICLE 34. AGREEMENT AS INCLUDING ENTIRE AGREEMENT

This instrument and the approved 2016-2017 grant application in the E-grants Management System, embody the entire Agreement of the parties. There are no provisions, terms, conditions, or obligations other than those contained herein.

This Agreement supersedes all previous communications, representations or Agreements on this same subject, verbal or written, between the parties.

There are no representations or statements that are relied upon by the Provider that are not expressly set forth herein.

The Provider's signature below specifically acknowledges understanding of the fact that the privilege of obtaining a VOCA grant is not something this or any Provider is entitled to receive. This Agreement is for one-time funding only, covering one fiscal year. There is absolutely no expectation or guarantee, implied or otherwise, the Provider will receive VOCA funding in the future. The OAG strongly encourages the Provider to secure funding from other sources if the Provider anticipates the program will continue beyond the current grant year.

Each of the parties executing this Agreement have full authority to do so and have received all lawfully necessary approvals to enter into this Agreement.

IN WITNESS WHEREOF, the OFFICE OF THE ATTORNEY GENERAL and Flagler Beach Police Department, have executed this agreement.

\_\_\_\_\_  
Authorizing Official

Linda Provencher, Mayor

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorizing Official

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

\_\_\_\_\_  
Date

569002308

\_\_\_\_\_  
FEID# of Provider

\_\_\_\_\_  
SAMAS Code

\_\_\_\_\_  
OAG Authorizing Official

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorizing Official

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

\_\_\_\_\_  
Date



# FLAGLER BEACH CITY COMMISSION

## City Manager's Report

### Item No. 10

**Meeting Date:** September 22, 2016

**Issue:** Award a bid to SGS Contracting Services, Inc. for the Water Treatment Plant Degasifier Odor Control Repairs in an amount not to exceed \$98,500.00.

**From:** Robert Smith, Public Works Director

**Organization:** City of Flagler Beach

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**RECOMMENDATION:** Staff recommends the City Commission award the bid to SGS Contracting Services, Inc.

**BACKGROUND:** The City advertised for public bids to perform the repairs to the Water Treatment Degasifier Odor Control Repairs. Only one bid was received after extending the bid period by one week to allow more time for potential bidders.

The City's Water Treatment Plant includes a degasifier process after the Low Pressure RO treatment to condition the water. Entrained gases such as H<sub>2</sub>S are released during treatment. Therefore, it is important to have odor control to treat the process air.

Based on a field evaluation, the concrete basin that is part of the biological odor control unit has been deteriorated from the process air. It is recommended that the unit be taken off line for repair of the concrete and protective coatings inside the unit. At this time no structural problems are apparent but further evaluation will be required after sand blasting. This project will specify a coatings system repair, including surface preparation, concrete repairs and installing a new protective coating.

**BUDGETARY IMPACT:** A budget amendment will be needed to proceed with this project. Fund source will be Unrestricted Utility Funds.

**POLICY/REQUIREMENT FOR BOARD ACTION:** The Commission will need to approve the budget amendment Item No.13 on this agenda to provide the funding for the project.

**IMPLEMENTATION/COORDINATION:** Water Treatment Plant Supervisor Jim Ramer will coordinate the work at the Plant. The Public Works Director will work with the Finance Director for invoice processing.

### Attachments

- Proposal dated August 16, 2016

SECTION 00300

PROPOSAL

FOR

**WTP DEGASIFIER ODOR CONTROL REPAIRS**  
**(To be Completed in Duplicate)**

ORIGINAL

Bidder's Name: SGS Contracting Services, Inc.

Submitted: Aug 16, 20 16

City of Flagler Beach  
City Manager  
105 S. Second Street  
Flagler Beach, Florida 32137

Gentlemen:

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Proposal, as principal or principals, is or are named herein and that no other persons than herein mentioned has any interest in the Proposal or the Contract to which the work pertains; that this Proposal is made without connection or arrangement with any other person, company, or parties making a bid or proposal and that the Proposal is in all respects fair and made in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and that from personal knowledge and experience, or that he/she has made sufficient test holes and/or other subsurface investigations to fully satisfy self that such site is a correct and suitable one for this work and he/she assumes full responsibility therefore; that he/she is familiar with all legal requirements (Federal, State and local laws, ordinances, rules and regulations) pertaining to the Work; that he/she has examined the Drawings and Specifications for the work and from his/her own experience or from professional advice that the Drawings and Specifications are sufficient for the work to be done and he/she has examined the other Contract Documents and all addenda relating thereto, and that he/she has satisfied himself/herself fully, relative to all matters and conditions with respect to the work to which this Proposal pertains.

The Bidder proposes and agrees, if this Proposal is accepted, to contract with the City of Flagler Beach, (Owner) in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, transportation, and labor and to perform all work necessary to complete the Work specified in the Proposal and other Contract Documents.

The Bidder further proposes and agrees to comply in all respects with the time limits for commencement and completion of the Work as stated in the Contract Form.



**ACKNOWLEDGMENT OF ADDENDA**

Addenda will be issued via email and it is the Bidder's responsibility to confirm that all addenda have been received prior to submitting a bid for the project. Acknowledgment is hereby made of the following Addenda received since issuance of Drawings and Specifications.

Addendum No. 1 Dated: 8/15/16 Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_ Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_ Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Bank of \_\_\_\_\_  
or Bid Bond for the sum of 5% of bid total \_\_\_\_\_ Dollars  
( \_\_\_\_\_ ), made payable to City of Flagler Beach (Owner).

SGS Contracting Services, Inc.  
(Name of Bidder) (Affix Seal)  
  
(Signature of Officer)  
President  
(Title of Officer)

SGS Contracting Services, Inc.  
Name of Bidder  
14207 NW State Road 45  
Address  
High Springs, FL 32643  
City/State/Zip  
352-745-6950  
Telephone

CGC 1514772 / CUC 1225090  
Contractor's Florida License Number

The full names and residences of persons and firms interested in the foregoing bid, as principals, are as follows:

Seth Simmons  
14207 NW SR 45  
High Springs, FL 32643



# FLAGLER BEACH CITY COMMISSION

## City Manager's Report

Item No. 11

**Meeting Date:** September 22, 2016

**Issue:** Consider a request for a Special Event "Flagler Fun Coast Bed Race" scheduled for November 5, 2016 and requested rain date of November 6, 2016. The applicant is seeking financial compensation for required city services.

**From:** Suzy Gamblain

**Organization:** Flagler Volunteer Services

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**BACKGROUND:** The Bed Races have become an annual event in Flagler Beach. Flagler Beach Police and Fire Department will be participating and entering a team. Police will set up barricades once delivered by T & D Department.

**BUDGETARY IMPACT:** The volunteering of the police and fire departments reduces the cost of city services significantly. City Services amount to less than \$100.00

**POLICY/REQUIREMENT FOR BOARD ACTION:** Approve the request for road closure and financial compensation of less than \$150.00

**IMPLEMENTATION/COORDINATION:**

---

### Attachments

- Application

# City of Flagler Beach

## Agenda Application

INDIVIDUAL'S NAME: Suzy Gamblain

BUSINESS NAME: Flagler Volunteer Services  
(If Applicable)

STREET ADDRESS: Ⓟ  
(If within City of Flagler Beach)

MAILING ADDRESS: PO Box 353755 Palm Coast FL  
(Please provide City & Zip Code) 32135

PHONE NUMBER: (386) 597-2950

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

Flagler Fun Coast Bed Race -  
\_\_\_\_\_  
\_\_\_\_\_

**BACKGROUND INFORMATION REGARDING THE SUBJECT:**

8<sup>th</sup> year conducting the Bed Race.  
City has always waived fees and we  
are requesting your support again this  
year.

(OVER)

# City of Flagler Beach

## Agenda Application Continued

**REQUESTED ACTION SOUGHT FROM THE COMMISSION:**

Waive Fees associated with the  
Bed Race.

**ATTACHMENTS:**

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

**The maximum time allowed for each request is 10 minutes.**

Sy. Gull  
**SIGNATURE OF APPLICANT**

9/1/16  
**DATE**

## **Penny Overstreet**

---

**From:** Robert Pace  
**Sent:** Sunday, September 11, 2016 7:35 AM  
**To:** Penny Overstreet  
**Subject:** RE: Bed Race Special Event Application

Penny,  
There are no issues with the event. The department is anticipating competing in the event, so there will be multiple members present to cover any incidents that may arise.

Thanks,  
Bobby

---

**From:** Penny Overstreet  
**Sent:** Friday, September 09, 2016 9:03 AM  
**To:** Larry Newsom; Matthew Doughney; Robert Pace; Tom Gillin; Bill Clemence; Allen Watts  
**Subject:** RE: Bed Race Special Event Application

Didn't attach yesterday..... ☹

---

**From:** Penny Overstreet  
**Sent:** Thursday, September 08, 2016 4:14 PM  
**To:** Larry Newsom; Matthew Doughney; Robert Pace; Tom Gillin; Bill Clemence; Allen Watts  
**Subject:** Bed Race Special Event Application

Hello,  
All this will be on the September 22<sup>nd</sup> agenda for request for city to waive fees. Please provide your comments/suggestion to me before 9-14-2016.  
Thank you

### **Penny Overstreet CMC**

City Clerk  
City of Flagler Beach  
105 S. 2<sup>nd</sup> Street  
Flagler Beach, FL 32136  
[www.cityofflaglerbeach.com](http://www.cityofflaglerbeach.com)  
☎ 386-517-2000 ext. 233  
📠 386-517-2008

Florida has a very broad Public Records Law. Virtually all written communications to or from State and Local Officials and employees are public records available to the public and media upon request. The City of Flagler Beach's policy does not differentiate between personal and business emails. This means email messages, including your e-mail address and any attachments and information we receive online might be disclosed to any person or media making a public records request. E-mail sent on the City system will be considered public and will only be withheld from disclosure if deemed confidential or exempt pursuant to State Law. If you are an individual whose identifying information is exempt under 119.071, Florida Statutes, please so indicate in your email or other communication. If you have any questions about the Florida public records law refer to Chapter 119 Florida Statutes.  
Website: [www.cityofflaglerbeach.com](http://www.cityofflaglerbeach.com)

## Penny Overstreet

---

**From:** Matthew Doughney  
**Sent:** Friday, September 09, 2016 10:50 AM  
**To:** Penny Overstreet; Larry Newsom; Robert Pace; Tom Gillin; Bill Clemence; Allen Watts  
**Subject:** RE: Bed Race Special Event Application

Recommend approval and we can monitor with on-duty resources.

Bobby: We need to get a team together.

**From:** Penny Overstreet  
**Sent:** Friday, September 09, 2016 9:03 AM  
**To:** Larry Newsom <[LNewsom@CityofFlaglerBeach.com](mailto:LNewsom@CityofFlaglerBeach.com)>; Matthew Doughney <[MDoughney@fbpd.org](mailto:MDoughney@fbpd.org)>; Robert Pace <[RPace@fbfire.org](mailto:RPace@fbfire.org)>; Tom Gillin <[TGillin@CityofFlaglerBeach.com](mailto:TGillin@CityofFlaglerBeach.com)>; Bill Clemence <[BClemence@CityofFlaglerBeach.com](mailto:BClemence@CityofFlaglerBeach.com)>; Allen Watts <[AWatts@CityofFlaglerBeach.com](mailto:AWatts@CityofFlaglerBeach.com)>  
**Subject:** RE: Bed Race Special Event Application

Didn't attach yesterday..... ☹

**From:** Penny Overstreet  
**Sent:** Thursday, September 08, 2016 4:14 PM  
**To:** Larry Newsom; Matthew Doughney; Robert Pace; Tom Gillin; Bill Clemence; Allen Watts  
**Subject:** Bed Race Special Event Application

Hello,  
All this will be on the September 22<sup>nd</sup> agenda for request for city to waive fees. Please provide your comments/suggestion to me before 9-14-2016.  
Thank you

### Penny Overstreet CMC

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

**City of Flagler Beach**  
SPECIAL EVENTS APPLICATION



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

**INSTRUCTIONS:**

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

OFFICE USE ONLY  
DATE REC'D \_\_\_\_\_

FEE REC'D \$ \_\_\_\_\_

INITIALS: \_\_\_\_\_

APPROVED

DISAPPROVED

REASONS:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PX \_\_\_\_\_

BY: \_\_\_\_\_

CITY SPONSOR:  YES

NO

**Please type or print legibly  
Required Information**

Name of Event

Producer/Promoter: Flagler Fun Coast Bed Race

Type of Organization:  non-profit \_\_\_\_\_ profit \_\_\_\_\_ charitable \_\_\_\_\_ government

Will the City be asked to sponsor or co-sponsor?  Yes \_\_\_\_\_ No

Contact Person: Suzy Gamblain - Flagler Volunteer Services

Address: PO Box 353755

City: ~~Flagler Beach~~ Palm Coast State: FL Zip: 32135

Work Phone: (386) 597-2950

Home Phone: \_\_\_\_\_

Fax: (386) 597-2953

Mobile Phone: (386) 503-0549

E-Mail Address: SuzyFvs@cfi.fl.com

**Billing Information**

Is the party responsible for billing same as above?  Yes \_\_\_\_\_ No

If No, please provide the proper information below:

Attention: \_\_\_\_\_

Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Work Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

### EVENT INFORMATION

Event Name: Flagler Fun Coast Bed Race

Date(s) Requested: 11/5/16

Location: Race is run on streets adjacent to Veterans Park

Brief Description of Event: Teams will race homemade beds as a fundraiser

Site Plan Attached?  Yes  No  
If No, explain here:

Will admission fee be charged for event?  Yes  No Bed Race Teams No pay a fee attendees do not.

Event Time: Date 11/5/16 Start 8:00 pm End 5:30 pm

Date \_\_\_\_\_ Start \_\_\_\_\_ End \_\_\_\_\_

Date \_\_\_\_\_ Start \_\_\_\_\_ End \_\_\_\_\_

Set Up: Date 11/5/16 Start 12:00 pm End 3:00 pm

Break Down: Date 11/5/16 Start 5:30 pm End 6:30 pm

Rain Date: Date 11/6/16 Start 3:00 pm End 5:30 pm

Total Number of Expected attendees/participants: 300 / 75

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

Have you held this event previously?  No  Yes

If Yes, Previous Date(s): 11/7/15 most recent

Location: same

Does this event differ from previous years?  No  Yes

If Yes, explain how: \_\_\_\_\_

### SIGNS/BANNERS

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

If Yes, list # and dimensions of each:  
2 banners 2 x 6

Proposed locations:  
across central avenue start finish line.

### ENTERTAINMENT

Will there be entertainment?  No  Yes

If Yes, a complete detailed listing of names and times must be provided for all entertainment.

Will you be using a sound system?  No  Yes

If Yes,

Contractor: \_\_\_\_\_ Type System \_\_\_\_\_

Note: City ordinances require ....

Sound Times Date: 11/5/16 Start 3:00 am/pm End 5:30 am/pm

Date: \_\_\_\_\_ Start \_\_\_\_\_ am/pm End \_\_\_\_\_ am/pm

Will there be games or rides?  No  Yes

If Yes, list all: \_\_\_\_\_

(Including but not limited to: carnival ride, bounce house or other inflatable, rock wall, etc.)

### SPECIAL EFFECTS

Will there be special effects used?  No  Yes

If Yes, complete the rest of this section:

Type of Effects: Fireworks  Laser light show  Other \_\_\_\_\_

*\*Note: Flagler Beach Fire Department will issue a permit contingent upon separate insurance being provided for fireworks*

Time(s) of Special Effects Date: \_\_\_\_\_ Start \_\_\_\_\_ am/pm End \_\_\_\_\_ am/pm

Date: \_\_\_\_\_ Start \_\_\_\_\_ am/pm End \_\_\_\_\_ am/pm

Location: \_\_\_\_\_

Effects Producer/Company: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

### PARADES

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

Estimated number of parade units in each category:

Bands     Floats     Cars     Marching units     Miscellaneous  
 Parade time    Date: \_\_\_\_\_ Start \_\_\_\_\_ am\pm    End \_\_\_\_\_ am\pm  
 Set-up time    Date: \_\_\_\_\_ Start \_\_\_\_\_ am\pm    End \_\_\_\_\_ am\pm  
 Break down    Date: \_\_\_\_\_ Start \_\_\_\_\_ am\pm    End \_\_\_\_\_ am\pm  
 Rain date    Date: \_\_\_\_\_ Start \_\_\_\_\_ am\pm    End \_\_\_\_\_ am\pm

### TRAFFIC

Will normal traffic patterns be altered by the event?  No  Yes  
 If Yes, explain: See attached map for roads that the beds will race on.

Will public parking, streets, sidewalks, etc. be restricted or obstructed?  No  Yes (if yes, designate on site sketch)  
 Does your plan include on-site parking?  No  Yes (if yes, designate on site sketch)  
 Does your plan include off-site parking?  No  Yes (if yes, designate on site sketch)  
 Will shuttles be used to transport?  No  Yes

### FACILITY REQUIREMENTS

Will you utilize temporary structures at event?  No  Yes  
 If yes, indicate # of each:  Stages  Tents  Scaffolding  Booths  Fences  
 Concession Stands  Miscellaneous

Location of these structures on site sketch required.  
*Note: Special Permits are required for tents exceeding 200 sq.ft. Special Building permits are required for temporary structures 700 or more sq.ft in area and those that are four feet above grade.*  
 How many tents exceeding 200 sq.ft. will be used?  List tent location and size: \_\_\_\_\_

Will you need electric?  No  Yes  
 If yes, type of equipment: PIA system - crack pots # of Amps needed: \_\_\_\_\_  
 Will you employ an electrician?  No  Yes  
 If yes, provide name & phone number: \_\_\_\_\_

**PROPOSED RETAIL SALES**

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

Estimated total number of vendors: 1 Estimated # of each type of vending: \_\_\_ Crafts  
\_\_\_ Clothing X Food/Beverage \_\_\_ Jewelry \_\_\_ Misc (Describe in detail below.)

**Prepared Food and Alcoholic Beverages\Liquor Liability**

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

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

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

*Note: Liquor Liability Coverage required.*

Name of Organization licensed to serve alcohol at this event: \_\_\_\_\_

This organization is \_\_\_\_\_ for profit X not for profit

**RESTROOM FACILITIES**

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

Will you provide Port-o-lets?\* \_\_\_ No X If Yes, how many: 2 (Designate on site plan.)

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

**AMERICANS WITH DISABILITIES ACT**

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

**SANITATION**

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

**POLICE SERVICES\CROWD CONTROL**

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

**LIABILITY INSURANCE WILL BE REQUIRED**

*See Special Events Ordinance for insurancelindemnity requirements*

**SIGNATURE(S)**

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

Signature of Applicant Sybil Gault Date 9/1/16

Title of Applicant Executive Director

Affiliation Flagler Volunteer Services

**CITY OFFICIALS**

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

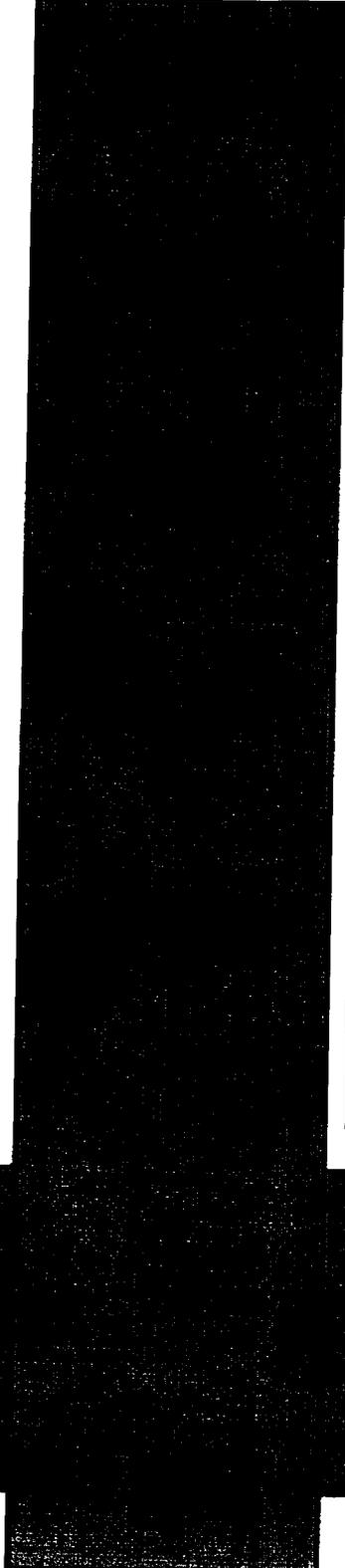
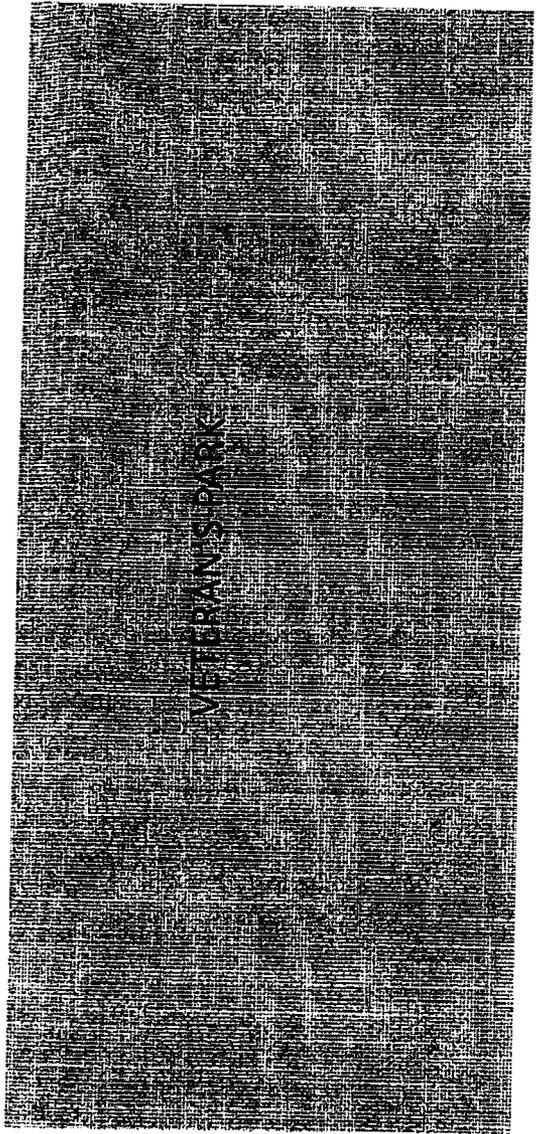
Chief of Police \_\_\_\_\_ Date \_\_\_\_\_

Fire Chief \_\_\_\_\_ Date \_\_\_\_\_

Sanitation \_\_\_\_\_ Date \_\_\_\_\_

City Manager \_\_\_\_\_ Date \_\_\_\_\_

City Commission Chair \_\_\_\_\_ Date \_\_\_\_\_





## FLAGLER BEACH CITY COMMISSION

Item No. 12

**Meeting Date:** 09-22-16

**Issue:** A resolution by the city commission of the city of Flagler Beach, Florida, amending resolution 2015-24 which adopted the FY 15/16 budget, to reflect a budget amendment for various city activities; providing for conflict, providing an effective date hereof.

**From:** Kathleen Doyle, Finance Director

**Organization:** City Staff

---

**RECOMMENDATION:** Approve Resolution 2016-38

**BACKGROUND:** During the course of the fiscal year 2015-16, items that were not originally budgeted are needed to maintain normal city operations and provide funding for capital projects.

1. For the 2015/16 Budget, staff requested a heat exchanger to fix the problems with the water cooled air conditioning system at the Police Department; the estimated cost was \$10,000. During budget workshops for 2016/17 staff proposed replacing the system with an air to air unit. Unfortunately, the entire system went down at the Police Department two weeks ago. Estimates were gathered, and the new system will cost \$20,950. We have to cool the police station by renting temporary cooling units and anticipate the total cost to be \$6,000. An amendment in the amount of \$16,950 will be needed from Unrestricted General Funds.
2. City Commission approved the work assignment design, permitting and construction administration for the Ocean Palm Stormwater Project with Q. L. Hampton Engineering at a cost of \$112,430 on August 11, 2016. Grant monies are available under the 2016-2017 General Appropriations Act under Line Item 1600A in the amount of \$200,000 to pay for this cost and part of the construction. There is no match for the city on this funding. An amendment to recognize the project and the grant revenue will be necessary. *Note: the remaining \$87,570 in grant revenue was budgeted in the 2016/17 Draft Budget since the construction will not begin until after October 1, 2016*
3. City Commission approved the work assignment requested by Q. L. Hampton for Construction Engineering Inspection related to the Seaside Landings Development, located in the city's water district. The city will provide potable water and wastewater collection to the development. The cost of the assignment is \$28,440. The cost is for expansion of the water and sewer infrastructure and can be paid with Restricted Water and Sewer Impact Fees. An amendment will be made to the Utility Fund.
4. On January 26, 2016 Q. L. Hampton submitted a Work Assignment for Water Treatment Plant De-gasifier Odor Control Repairs. A single bid was submitted on August 23, 2016. The project was not included in the current 2015/16 budget, if approved the amount to proceed with the contract is \$98,500. This amount will come from unrestricted Utility Fund Reserves.

**BUDGETARY IMPACT:**

1. Appropriated General Fund Balance will increase by \$16,950; Unrestricted General Fund Balance will decrease.
2. Appropriated Utility Fund Balance will increase by \$28,440; Restricted Utility Water Impact Fees will decrease by \$14,220; Restricted Utility Sewer Impact Fees will decrease by \$14,220.
3. Stormwater Grant Revenues will increase by \$112,430; reserves will not be used. This is a reimbursable grant, invoices for reimbursement will be submitted quarterly.
4. Utility Fund Reserves will decrease by \$98,500; Appropriated Utility Fund Balance will increase by \$98,500.

**LEGAL CONSIDERATIONS/SIGN-OFF: N/A**

**PERSONNEL: N/A**

**POLICY/REQUIREMENT FOR BOARD ACTION: N/A**

**IMPLEMENTATION/COORDINATION: N/A**

---

**Attachments: Resolution 2016-38**

RESOLUTION 2016-38

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

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

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

Increase	001.5392.606400.073	Improvements –Facilities	\$16,950
Increase	001.3800.389102	General Appropriated Fund Balance	\$ 16,950
Increase	405.5392.606300.089	Stormwater – Ocean Palm Project	\$112,430
Increase	405.3300.331102.089	Stormwater – Federal Grant Revenue	\$112,430
Increase	401.5331.606300.116	Utility – Infrastructure – John Anderson	\$28,440
Increase	401.3600.38400	Other Revenue Sources – Water Impact Fees	\$12,220
Increase	401.3600.38400	Other Revenue Sources – Sewer Impact Fees	\$12,220
Increase	401.5392.606300.078	Utility Improvements – De-gasifier	\$98,500
Increase	401.3800.3891000	Utility Appropriated Fund Balance	\$98,500

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 SEPTEMBER, 2016.

ATTEST:

CITY OF FLAGLER BEACH, FLORIDA  
CITY COMMISSION

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

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





# FLAGLER BEACH CITY COMMISSION

City Manager's Report

Item No. 13

**Meeting Date:** September 22, 2016

**Issue:** Consider appointments to the Economic Development Task Force (EDTF).

**From:** Penny Overstreet, City Clerk

**Organization:** City of Flagler Beach

---

**RECOMMENDATION:** Put forth a motion to reappoint Eric Cooley, Christina Hutsell and Joseph Pozzuoli to the EDTF for a two year term.

**BACKGROUND:** The terms for three of the members of the EDTF are expiring. The Committee was reorganized via Resolution 2016-22 on April 28 of this year. It was staff intention to adjust the terms when the member list was presented at that April 28<sup>th</sup> meeting. This was not done and the Committee has met only once since adoption of the resolution. Therefore Staff is requesting the three current members retain their seats.

**BUDGETARY IMPACT:** None

**LEGAL CONSIDERATIONS/SIGN-OFF:** None.

**PERSONNEL:**

**POLICY/REQUIREMENT FOR BOARD ACTION:** Motion to reappoint the three members to the term 9/27/2016 through 09/26/2018.

**IMPLEMENTATION/COORDINATION:** Deputy Clerk Jeanelle Pagano will coordinate with the members to complete the necessary paperwork.

---

## Attachments

- Proposed member list

**ECONOMIC DEVELOPMENT TASK FORCE  
MEMBER LIST**

Member	Name/Address	Phone	E-mail	Term
<b>Member 1</b>	John Luljguraj 621 S. 23 <sup>rd</sup> Street Flagler Beach, FL 32136	439-6345 248-872-9814	<u>HEARTALENT@gmail.com</u>	04/29/2016 through 04/30/2018
<b>Member 2</b>	Teri Pruden P.O. Box 2136 Flagler Beach, FL 32136	439-6262	<u>teri@vistmemorylane.com</u>	04/29/2016 through 04/30/2018
<b>Member 3</b>	Michael J. Akialis 1609 S. Flagler Avenue Flagler Beach, FL 32136	793-5435	<u>makialis@hotmail.com</u>	04/29/2016 through 04/30/2018
<b>Member 4</b>	Joseph Pozzuoli 314 E. Moody Blvd. Flagler Beach, FL 32136	439-5650	<u>Joseph@ipalfloida.com</u>	09/27/2016 through 09/26/2018
<b>Member 5</b>	Christina Hutsell 202 S. Central Avenue Flagler Beach, FL 32136	313-3546	<u>Hutsell@yahoo.com</u>	09/27/2016 through 09/26/2018
<b>Member 6</b>	Eric Cooley 1617 N Central Avenue Flagler Beach, FL 32136	614-554-6919	<u>eric@cooley.cc</u>	09/27/2016 through 09/26/2018
<b>Member 7</b>	Karen Barchowski 1399 N. Ocean Shore Blvd Flagler Beach, FL 32136	864-0641	<u>Kbarchowski@ymail.com</u>	04/29/2015 through 04/30/2018
<b>Ex-Officio Member Flagler Beach Commission</b>	Commissioner Joy McGrew	386-439-3106	<u>imgrew@cityofflaglerbeach.com</u>	03/2016 through 03/2017
<b>Ex-Officio Member Flagler County Department of Economic Development</b>	Helga van Eckert	386-313-4071	<u>hvaneckert@flaglercountyledc.com</u>	04/2016 through 04/2017
<b>Ex-Officio Member Flagler Beach City Manager</b>	Larry Newsom	386-517-2000	<u>lnewsom@cityofflaglerbeach.com</u>	04/2016 Through 04/2017

#15

**ORDINANCE NO. 2016-05**

**AN ORDINANCE OF THE CITY OF FLAGLER BEACH, FLORIDA PROVIDING FOR A SMALL SCALE COMPREHENSIVE PLAN AMENDMENT TO THE FUTURE LAND USE MAP FOR A PORTION OF LOT 12 LOCATED IN BRUNER SUBDIVISION ADDITION, AS RECORDED IN OFFICIAL RECORDS BOOK 05, PAGE 24 OF THE OFFICIAL RECORDS OF FLAGLER COUNTY, FLORIDA; AMENDING THE CITY OF FLAGLER BEACH COMPREHENSIVE PLAN DESIGNATION FOR THE PROPERTY FROM OTHER PUBLIC FACILITIES TO RESIDENTIAL LOW DENSITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, in the exercise of its authority pursuant to Sections 163.3187 and 1643.3184, Florida Statutes, the City of Flagler Beach has determined it necessary and desirable to amend the City Comprehensive Plan Future Land Use Map so that the property, for comprehensive planning and zoning purposes, is changed from City of Flagler Beach Comprehensive Plan designation "Other Public Facilities" to City of Flagler Beach Comprehensive Plan designation "Low Density" and,

**WHEREAS**, a small-scale development amendment may be adopted only under the conditions set forth in Section 163.3187, Florida Statutes and other provisions of State and local law; and

**WHEREAS**, Section 163.3187, Florida Statutes, provide that amendments to the of Flagler Beach Comprehensive Plan which are directly related to proposed small scale development activities may be approved without regard to statutory limits on the frequency of consideration of amendments to such Comprehensive Plan; and

**WHEREAS**, the City of Flagler Beach has initiated this amendment to the Comprehensive Plan Future Land Use Map to redesignate property located at 1901 Daytona Avenue North (the subject property) from the "Other Public Facilities" Future Land Use Map category to the "Low Density" Future Land Use Map category with the legal description, and other relevant information regarding the subject property and proposed amendment to the Future Land Use Map being attached to this Ordinance as Exhibit A and hereby incorporated by reference; and

**WHEREAS**, the City Commission determined that amending the City Comprehensive Plan Future Land Use Map designation from "Other Public Facilities," to "Low Density" as applied to the property, is necessary to promote, protect and improve the general health, safety, appearance, and general welfare of the public and will help accomplish the goals and objectives of the City of Flagler Beach Comprehensive Plan, and

WHEREAS, in accordance with the requirement that the City of Flagler Beach Local Planning Agency is required to review all proposed amendments to the Comprehensive Plan, the Local Planning Agency at a duly noticed meeting held on September 8, 2016, conducted a hearing on this ordinance and provided to the City Commission comments that were reviewed by the City Commission at hearing on September 8, 2016 and adopted at a public meeting, duly noticed on September 22, 2016.

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

**SECTION 1. INCORPORATION OF RECITALS.** The above "whereas" clauses are incorporated herein as though fully set forth.

**SECTION 2. FINDINGS OF FACT AND CONCLUSIONS OF LAW AS TO WHETHER APPLICATION MEETS CRITERIA TO BE CONSIDERED FOR A SMALL-SCALE AMENDMENT.** In accordance with the requirements of Section 163.187(c), Florida Statutes, the City Commission attests to the following findings of fact:

- (1) The proposed amendment *does* involve a use of 10 acres or fewer;
- (2) The cumulative annual effect of the acreage of all small scale amendments *does not* exceed certain the statutory threshold of 80 acres;
- (3) The proposed amendment *does not* involve the same property granted a change within the previous 12 months;
- (4) The proposed amendment *does not* involve the same owner's property within 200 feet of a property granted a change within the previous 12 months;
- (5) The proposed amendment *does not* involve a text change to the goals, policies and objectives of the Town's Comprehensive Plan and *does* only involve a change to the FLUM;
- (6) The property *is not* located in an "area of critical state concern";
- (7) Any proposed residential use involved *does* have a density of 10 units or less per acre; and
- (8) Applicants' application *does* meet the statutory requirements to be considered for a small-scale amendment.

**SECTION 3. AMENDMENT OF COMPREHENSIVE PLAN FUTURE LAND USE MAP.**

The City Commission hereby grants applicants' request to amend the City of Flagler Beach Comprehensive Plan Future Land Use Map as set forth on Exhibit A

**SECTION 4. DIRECTION TO CITY MANAGER.** The City Manager, or his designee, is hereby directed to send copies of the public notice for the City Commission as well as a copy of the amendment as soon as possible following said hearing to the state land planning agency, the regional planning council and any other person or entity requesting a copy. This information shall also include a statement identifying any property subject to the amendment that is located within a coastal high-hazard area as identified in the local comprehensive plan and shall otherwise comply in all respects to the requirements of Page 2 of 3 Section 163.3187, Florida

Statutes. Upon the Ordinance becoming effective as provided in Section 6 below, the City Manager, or his designee, is directed to take all actions necessary to codify this amendment into the Comprehensive Plan Future Land Use Map.

**SECTION 5. SEVERABILITY.** If any section, sentence, phrase, word or portion of this Ordinance is determined invalid, unlawful or unconstitutional, said determination shall not be held to invalidate the validity, force or effect of any other section, sentence, phrase, word or portion of this Ordinance not otherwise determined to be invalid, unlawful or unconstitutional.

**SECTION 7. CONFLICTS.** In any case where a provision of this Ordinance is found to be in conflict with a provision of any other ordinance of this City, the provision which establishes the higher standards for the promotion and protection of the health and safety of the people shall prevail.

**SECTION 6. EFFECTIVE DATE.** In accordance with the requirements of Section 163.3187, Florida Statutes, this ordinance shall become effective upon the expiration of 31 days after its adoption. However, if challenged within 30 days after adoption, this ordinance shall not become effective until the state land planning agency or the Administration Commission, respectively, issues a final order determining this Ordinance is in compliance.

PASSED AND ORDAINED this \_\_\_\_ day of \_\_\_\_\_ 2016 by the City Commission of the City of Flagler Beach, Florida

PASSED ON FIRST READING THIS 8TH DAY OF SEPTEMBER, 2016.

PASSED AND ADOPTED THIS \_\_\_\_ day of \_\_\_\_\_, 2016.

CITY OF FLAGLER BEACH, FLORIDA  
CITY COMMISSION

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

Attest:

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

THE NEWS-JOURNAL

Published Daily and Sunday  
Daytona Beach, Volusia County, Florida

State of Florida,  
County of Volusia

Before the undersigned authority personally appeared

Jennifer Lynch

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

LEGAL COORDINATOR

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

PUBLIC NOTICE

L 2211510

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

SEPTEMBER 11, 2016

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

*Deborah L. Keesee*

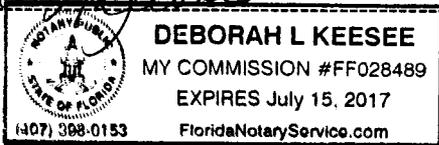
Sworn to and subscribed before me

This 13<sup>TH</sup> of SEPTEMBER

A.D. 2016

*Deborah L. Keesee*

49D



DF-000221151001

#15

**A NOTICE OF  
PROPOSED  
SMALL-SCALE  
COMPREHENSIVE  
PLAN AMENDMENT  
TO THE FUTURE  
LAND USE MAP**

The City of Flagler Beach proposes to recommend the  
adoption of the following ordinance:

ORDINANCE 2016-05

**AN ORDINANCE OF THE CITY OF FLAGLER  
BEACH, FLORIDA PROVIDING FOR A SMALL  
SCALE COMPREHENSIVE PLAN AMENDMENT  
TO THE FUTURE LAND USE MAP FOR A PORTION  
OF LOT 12 LOCATED IN BELNER SUBDIVISION  
ADDITION, AS RECORDED IN  
BOOK 05, PAGE 24 OF THE  
FLAGLER COUNTY, FLORIDA**

**CITY OF FLAGLER BEACH COMPREHENSIVE  
PLAN DESIGNATION FOR THE PROPERTY FROM  
OTHER PUBLIC FACILITIES AND RESIDENTIAL  
LOW DENSITY PROVIDING FOR SEVERABILITY  
PROVIDING FOR CERTIFICATION; PROVIDING AN  
EFFECTIVE DATE.**

Public Hearings will be conducted to consider the  
amendment, as follows:

Planning and Architectural Review Board: Tuesday,  
September 6, 2016 at 5:30 P.M.

City Commission: Thursday, September 8, 2016 at 6:00  
p.m. or as soon thereafter.

City Commission: Thursday, September 22, 2016 at 6:00  
p.m. or soon thereafter.

The public hearings may be continued to a future date  
date. The times and dates of any continuances of a public  
hearing shall be announced during the public hearing  
without any further published notice. The request will be  
heard at 5:30 PM, or as soon thereafter as possible, 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  
amendments and the proposed ordinance are available for  
public inspection at the Planning and Building Department  
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.

Any person wishing to express his/her opinion may submit  
written comments regarding the proposed amendment to  
the City through the Planning and Building Department.  
Comments should be made as early as possible to ensure  
full consideration.

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.

LOCATION MAP



**THE NEWS-JOURNAL**

Published Daily and Sunday  
Daytona Beach, Volusia County, Florida

**State of Florida,  
County of Volusia**

Before the undersigned authority personally appeared

**Jennifer Lynch**

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firm or corporation any discount, rebate, commission or  
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*Jennifer Lynch*

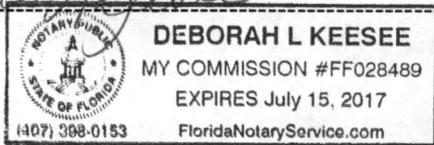
Sworn to and subscribed before me

This **13<sup>TH</sup>** of **SEPTEMBER**

A.D. 2016

*Deborah L. Keesee*

49D



DF-0002211510-01

#15

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BEACH, FLORIDA PROVIDING FOR A SMALL  
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TO THE FUTURE LAND USE MAP FOR A PORTION  
OF LOT 12 LOCATED IN BRUNER SUBDIVISION  
ADDITION, AS RECORDED IN OFFICIAL RECORDS  
BOOK 05, PAGE 24 OF THE OFFICIAL RECORDS OF  
FLAGLER COUNTY, FLORIDA; AMENDING THE  
CITY OF FLAGLER BEACH COMPREHENSIVE  
PLAN DESIGNATION FOR THE PROPERTY FROM  
OTHER PUBLIC FACILITIES TO RESIDENTIAL  
LOW DENSITY; PROVIDING FOR SEVERABILITY;  
PROVIDING FOR CODIFICATION; PROVIDING AN  
EFFECTIVE DATE.**

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includes the testimony and evidence upon which the  
appeal is to be based.

In accordance with the Americans with Disabilities Act,  
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proceedings should contact the City Clerk's Office at  
386-517-2000 Ext. 233 at least 48 hours prior to the  
meeting.

**LOCATION MAP**



#76

ORDINANCE 2016-06

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING CHAPTER 21 VEHICLES FOR HIRE, PROVIDING FOR CODIFICATION, CONFLICT, REPEAL AND AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Flagler Beach, Florida, finds that a majority of the regulations adopted in 1970 regarding vehicles for hire are no longer applicable to the application process.

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

SECTION 1. Chapter 21 Vehicles for Hire, Sections 21-1 Application to do Business through Section 21-8 Future Rules are 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. 21-1. - Application to do business.

Any person engaged in the business of transporting persons or property by taxi cabs, limousines or other modes of transportation within the confines of the city shall make application therefor to the city ~~commission~~ in writing, signed by the applicant and the application shall contain the following:

- (1) Satisfactory proof that all necessary licenses and permits required by the city, state, the federal government and the county have been acquired or applied for;
- (2) ~~A list of the make, model and year of all equipment to be utilized in the operation of the business;~~
- (3) ~~A list of three (3) character witnesses of the applicant;~~
- (4) ~~Satisfactory proof that all equipment listed has been duly inspected by the state and that the same is current.~~

~~Sec. 21-2. - Chauffeur's license.~~

~~The applicant shall not employ any person to operate any vehicle used in the business who does not have a chauffeur's license and the driver must be a competent operator.~~

~~Sec. 21-3. - Soliciting for hotel, motel, lodginghouse.~~

~~No person issued a license under the provisions of this chapter shall advocate, recommend or solicit any trade or business for any hotel, motel or lodginghouse.~~

~~Sec. 21-4. - Cab stands.~~

~~Any person issued a license under the provisions of this chapter shall use only areas designated by the city commission for the stopping, standing or parking of the vehicles of any such licensee and the same shall hereafter be designated as taxicab stands.~~

~~Sec. 21-5. Fee.~~

~~The applicant shall submit to the city clerk with his application a license fee of fifty dollars (\$50.00) and if the license is issued, renew the same each year after issuance thereof and a license fee of fifty dollars (\$50.00) per year shall be charged therefor.~~

~~Sec. 21-6. Safety check.~~

~~Any applicant or licensee hereby consents to a safety check of any and all equipment owned or operated by the license at any and all reasonable times by the chief of police, any policeman or any other person designated by the city commission and if any equipment owned by the licensee is found to be unsafe, the same shall be immediately repaired or removed from service.~~

Sec. 21-7. - Revocation, suspension; notice, hearing.

The city commission shall have the right, on and after the issuance of any license hereunder, to revoke or suspend the same upon good cause shown after notice to the licensee and a hearing at any duly scheduled or called meeting of the city commission, at which hearing the licensee may appear in person or by his agent or attorney to show cause why the license should not be revoked or suspended.

~~Sec. 21-8. Future rules.~~

~~The licensee shall be bound by any future rules, regulations or ordinances that may be hereafter adopted by the city commission regulating the business of the licensee and the licensee's agents, servants or employees.~~

SECTION 2. If any Section, Subsection, sentence, clause, phrase, or portion of this ordinance, or application thereof, is for any reason held invalid or unconstitutional by any Court, such portion or application shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions or application hereof.

SECTION 3. It is the intent of the City Commission of Flagler Beach, and is hereby provided that the provisions of this ordinance shall be made a part of the Flagler Beach Code; that the sections of this ordinance may be re-numbered or re-lettered; and that the word "ordinance" may be changed to "section", "article", "chapter" or other appropriate designation to accomplish such intention.

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

SECTION 5. This ordinance shall take effect immediately upon passage as provided by law.

PASSED ON FIRST READING THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

CITY OF FLAGLER BEACH, FLORIDA  
CITY COMMISSION

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

ATTEST:

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

Item

17

Staff

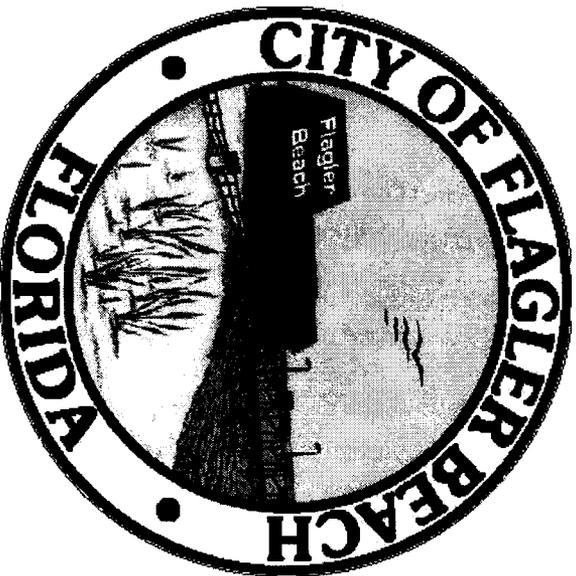
Reports

# City of Flagler Beach

## Budget Report

AS OF

August 31, 2016



# August 2016

## General Fund

	ORIGINAL BUDGET	AMENDED BUDGET	ACTUAL YEAR TO DATE	PERCENT REALIZED	PERCENT OF YEAR	VARIANCE	
<b>REVENUES</b>							
Total Dept 3100-	AD VALOREM SALES AND USE TAXES	3,575,507	3,575,507	3,368,287	94.20%	91.67%	2,54%
Total Dept 3200-	LICENSE & PERMITS	204,202	204,202	228,653	111.97%	91.67%	20.31%
Total Dept 3300-	INTERGOVERNMENTAL	620,609	843,243	403,495	47.85%	91.67%	-43.82%
Total Dept 3400-	CHARGES FOR SERVICE	48,451	48,451	31,584	65.19%	91.67%	-26.48%
Total Dept 3500-	FINES & FORECLOSURES	40,050	40,071	43,782	109.26%	91.67%	17.59%
Total Dept 3600-	MISCELLANEOUS REVENUE	50,100	53,679	91,902	171.21%	91.67%	79.54%
<b>TOTAL Revenues</b>		<b>4,538,919</b>	<b>4,765,153</b>	<b>4,167,703</b>	<b>87.46%</b>	<b>91.67%</b>	<b>-4.20%</b>

	ORIGINAL BUDGET	AMENDED BUDGET	ACTUAL YEAR TO DATE	PERCENT REALIZED	PERCENT OF YEAR	VARIANCE	
<b>EXPENDITURES</b>							
Total Dept 5111-	COMMISSION	61,874	67,874	57,744	85.08%	91.67%	-6.59%
Total Dept 5122-	EXECUTIVE	102,843	124,486	102,007	102.007	91.67%	-9.72%
Total Dept 5123-	CITY CLERK	127,669	128,651	103,610	80.54%	91.67%	-11.13%
Total Dept 5131-	FINANCE	155,091	156,791	134,726	85.93%	91.67%	-5.74%
Total Dept 5141-	LEGAL	170,900	170,900	90,496	52.95%	91.67%	-38.71%
Total Dept 5191-	MAINTENANCE	241,030	286,274	236,685	82.68%	91.67%	-8.99%
Total Dept 5192-	GENERAL GOVERNMENT	778,579	1,008,635	655,553	64.99%	91.67%	-26.67%
Total Dept 5214-	POLICE DEPARTMENT	1,206,253	1,218,851	993,577	81.52%	91.67%	-10.15%
Total Dept 5215-	VICTIM'S ADVOCATE	96,059	69,039	61,107	88.51%	91.67%	-3.16%
Total Dept 5221-	FIRE DEPARTMENT	515,676	520,119	434,441	83.53%	91.67%	-8.14%
Total Dept 5241-	BUILDING & ZONING	107,826	116,738	92,661	79.38%	91.67%	-12.29%
Total Dept 5392-	GENERAL FUND CAPITAL	342,834	429,177	122,912	28.64%	91.67%	-63.03%
Total Dept 5411-	ROADS & STREETS	248,256	450,813	336,906	74.73%	91.67%	-16.93%
Total Dept 5711-	LIBRARY	98,637	101,488	85,634	84.38%	91.67%	-7.29%
Total Dept 5712-	MUSEUM	5,080	5,080	4,772	93.94%	91.67%	2.27%
Total Dept 5722-	BEACH DEPARTMENT	163,929	196,629	161,844	82.31%	91.67%	-9.36%
Total Dept 5723-	DUNE CROSSOVERS	6,000	6,000	2,863	47.72%	91.67%	-43.95%
Total Dept 5800-	RECREATION	75,458	75,908	55,875	73.61%	91.67%	-18.06%
<b>TOTAL Expenditures</b>		<b>4,503,994</b>	<b>5,133,453</b>	<b>3,733,413</b>	<b>72.73%</b>	<b>91.67%</b>	<b>-18.94%</b>

### GENERAL FUND SUMMARY

	ORIGINAL BUDGET	AMENDED BUDGET	ACTUAL YEAR TO DATE
TOTAL REVENUES	4,538,919	4,765,153	4,167,703
TRANSFERS OUT (INFRASTRUCTURE SURTAX)	45,227	45,227	90,836
USE (RETURN) OF FUND BALANCE RESERVES	(80,152)	232,237	3,733,413
ENCUMBERED FROM PRIOR YEAR			
TOTAL EXPENDITURES	4,503,994	5,133,453	434,290
<b>NET OF REVENUES &amp; EXPENDITURES</b>	<b>-</b>	<b>-</b>	<b>434,290</b>

August 2016

**CRA Fund**

	ORIGINAL BUDGET	AMENDED BUDGET	ACTUAL YEAR TO DATE	PERCENT REALIZED	PERCENT OF YEAR	VARIANCE
<b>REVENUES</b>						
Total Dept 3100-	TAX INCREMENT FUNDING	132,551	131,518	99.22%	91.67%	7.55%
<b>TOTAL Revenues</b>		132,551	131,518	99.22%	91.67%	7.55%

	ORIGINAL BUDGET	AMENDED BUDGET	ACTUAL YEAR TO DATE	PERCENT REALIZED	PERCENT OF YEAR	VARIANCE
<b>EXPENDITURES</b>						
Total Dept 5391-	FUND EXPENSE	17,854	28,585	160.10%	91.67%	68.44%
Total Dept 5392-	DEBT SERVICE	105,321	105,321	0.00%	91.67%	-91.67%
<b>TOTAL Expenditures</b>		123,175	28,585	23.21%	91.67%	-68.46%

CRA FUND SUMMARY			ACTUAL YEAR TO DATE	PERCENT REALIZED	PERCENT OF YEAR	VARIANCE
	ORIGINAL BUDGET	AMENDED BUDGET	DATE			
TOTAL REVENUES	132,551	132,551	131,518			
USE (RETURN) OF FUND BALANCE RESERVES	(11,286)	(9,376)	0			
ENCUMBERED FROM PRIOR YEAR		0				
TOTAL EXPENDITURES	123,175	123,175	28,585			
<b>NET OF REVENUES &amp; EXPENDITURES</b>	<b>(1,910)</b>	<b>-</b>	<b>102,933</b>			

Note: All TIF Revenues are collected for 15/16

**Building Code Inspection Fund**

	ORIGINAL BUDGET	AMENDED BUDGET	ACTUAL YEAR TO DATE	PERCENT REALIZED	PERCENT OF YEAR	VARIANCE	
<b>REVENUES</b>							
Total Dept 3200-	LICENSE & PERMITS	146,500	149,610	139,830	93.46%	91.67%	1.80%
<b>TOTAL Revenues</b>		146,500	149,610	139,830	93.46%	91.67%	1.80%

	ORIGINAL BUDGET	AMENDED BUDGET	ACTUAL YEAR TO DATE	PERCENT REALIZED	PERCENT OF YEAR	VARIANCE	
<b>EXPENDITURES</b>							
Total Dept 5242-	BUILDING CODE INSPECTION	158,112	161,222	128,269	79.56%	91.67%	-12.11%
<b>TOTAL Expenditures</b>		158,112	161,222	128,269	79.56%	91.67%	-12.11%

BUILDING CODE INSPECTION FUND SUMMARY			ACTUAL YEAR TO DATE	PERCENT REALIZED	PERCENT OF YEAR	VARIANCE
	ORIGINAL BUDGET	AMENDED BUDGET	DATE			
TOTAL REVENUES	146,500	149,610	139,830			
USE (RETURN) OF FUND BALANCE RESERVES	19,112	19,112				
TRANSFERS OUT (EDUCATION FEES)	(7,500)	(7,500)	(9,702)			
TOTAL EXPENDITURES	158,112	161,222	128,269			
<b>NET OF REVENUES &amp; EXPENDITURES</b>	<b>-</b>	<b>-</b>	<b>1,859</b>			

August 2016

Pier Fund

	ORIGINAL BUDGET	AMENDED BUDGET	ACTUAL YEAR TO DATE	PERCENT REALIZED	PERCENT OF YEAR	VARIANCE
<b>REVENUES</b>						
Total Dept 3400-	251,200	269,700	273,554	101.43%	91.67%	9.76%
Total Dept 3600-	111,092	111,092	107,281	96.57%	91.67%	4.90%
<b>TOTAL Revenues</b>	<b>362,292</b>	<b>380,792</b>	<b>380,835</b>	<b>100.01%</b>	<b>91.67%</b>	<b>8.34%</b>

	ORIGINAL BUDGET	AMENDED BUDGET	ACTUAL YEAR TO DATE	PERCENT REALIZED	PERCENT OF YEAR	VARIANCE
<b>EXPENDITURES</b>						
Total Dept 5725-	309,928	348,668	296,350	84.99%	91.67%	-6.67%
<b>TOTAL Expenditures</b>	<b>309,928</b>	<b>348,668</b>	<b>296,350</b>	<b>84.99%</b>	<b>91.67%</b>	<b>-6.67%</b>

PIER FUND SUMMARY		ACTUAL YEAR TO DATE	
	ORIGINAL BUDGET	AMENDED BUDGET	DATE
TOTAL REVENUES	362,292	380,792	380,835
USE (RETURN) OF FUND BALANCE RESERVES	(52,364)	(32,124)	
TOTAL EXPENDITURES	309,928	348,668	296,350
<b>NET OF REVENUES &amp; EXPENDITURES</b>	<b>-</b>	<b>-</b>	<b>84,485</b>

# August 2016

## Utility Fund

	ORIGINAL BUDGET		AMENDED BUDGET		ACTUAL YEAR TO DATE		PERCENT REALIZED	PERCENT OF YEAR	VARIANCE
<b>REVENUES</b>									
Total Dept 3400	1,800,404	1,800,404	1,696,048	94.20%	91.67%	2.54%			
Total Dept 3400	1,100,900	1,100,900	1,002,379	91.05%	91.67%	-0.62%			
Total Dept 3500	35,000	35,000	33,562	95.89%	91.67%	4.22%			
Total Dept 3600	272,400	372,400	305,226	81.96%	91.67%	-9.70%			
<b>TOTAL Revenues</b>	<b>3,208,704</b>	<b>3,308,704</b>	<b>3,037,215</b>	<b>91.79%</b>	<b>91.67%</b>	<b>0.13%</b>			

	ORIGINAL BUDGET		AMENDED BUDGET		ACTUAL YEAR TO DATE		PERCENT REALIZED	PERCENT OF YEAR	VARIANCE
<b>EXPENDITURES</b>									
Total Dept 5331-	718,458	718,458	535,751	74.57%	91.67%	-17.10%			
Total Dept 5332-	262,719	265,286	214,193	80.74%	91.67%	-10.93%			
Total Dept 5351-	560,551	560,551	490,099	87.43%	91.67%	-4.24%			
Total Dept 5352-	69,352	69,352	52,586	75.82%	91.67%	-15.84%			
Total Dept 5391-	416,451	420,270	319,418	76.00%	91.67%	-15.66%			
Total Dept 5391-	465,750	465,750	465,750	100.00%	91.67%	8.33%			
Total Dept 5392-	943,000	1,704,908	716,742	42.04%	91.67%	-49.63%			
<b>TOTAL Expenditures</b>	<b>3,436,281</b>	<b>4,204,575</b>	<b>2,794,539</b>	<b>66.46%</b>	<b>91.67%</b>	<b>-25.20%</b>			

### UTILITY FUND SUMMARY

	ORIGINAL BUDGET	AMENDED BUDGET	ACTUAL YEAR TO DATE
TOTAL REVENUES	3,208,704	3,308,704	3,037,215
USE (RETURN) OF FUND BALANCE RESERVES	429,577	463,963	
TRANSFERS OUT (RESTRICTED IMPACT FEES)	(202,000)	(202,000)	(193,333)
ENCUMBERED FROM PRIOR YEAR	0	633,908	
TOTAL EXPENDITURES	3,436,281	4,204,575	2,794,539
<b>NET OF REVENUES &amp; EXPENDITURES</b>	<b>-</b>	<b>-</b>	<b>49,343</b>

Base Fees vs. Capital Costs (Revenues & Expenses to date)		
Base Fees Collected	\$	1,002,379
Capital Expenditures/Debt Service	\$	1,182,492
<b>SHORTFALL</b>	<b>\$</b>	<b>(180,113)</b>

June 2016

Sanitation Fund

	ORIGINAL BUDGET	AMENDED BUDGET	ACTUAL YEAR TO DATE	PERCENT REALIZED	PERCENT OF YEAR	VARIANCE
<b>REVENUES</b>						
Total Dept 3400	923,836	923,836	852,664	92.30%	91.67%	0.63%
Total Dept 3500	10,500	10,500	9,071	86.39%	91.67%	-5.28%
Total Dept 3600	8,350	8,350	11,317	135.53%	91.67%	43.87%
<b>TOTAL Revenues</b>	942,686	942,686	873,052	92.61%	91.67%	0.95%

	ORIGINAL BUDGET	AMENDED BUDGET	ACTUAL YEAR TO DATE	PERCENT REALIZED	PERCENT OF YEAR	VARIANCE
<b>EXPENDITURES</b>						
Total Dept 5341	797,842	837,151	751,879	89.81%	91.67%	-1.85%
Total Dept 5391	59,409	60,264	55,779	92.56%	91.67%	0.89%
Total Dept 5392	0	183,907	183,907	100.00%	91.67%	8.33%
<b>TOTAL Expenditures</b>	857,251	1,081,322	991,565	91.70%	91.67%	0.03%

**SANITATION FUND SUMMARY**

	ORIGINAL BUDGET	AMENDED BUDGET	ACTUAL YEAR TO DATE
TOTAL REVENUES	942,686	942,686	873,052
USE (RETURN) OF FUND BALANCE RESERVES	(85,435)	(45,271)	
ENCUMBERED FROM PRIOR YEAR	0	183,907	
TOTAL EXPENDITURES	857,251	1,081,322	991,565
<b>NET OF REVENUES &amp; EXPENDITURES</b>	-	-	(118,513)

Stormwater Fund

	ORIGINAL BUDGET	AMENDED BUDGET	ACTUAL YEAR TO DATE	PERCENT REALIZED	PERCENT OF YEAR	VARIANCE
<b>REVENUES</b>						
Total Dept 3400	248,138	248,138	228,806	92.21%	91.67%	0.54%
Total Dept 3500	2,800	2,800	2,397	85.61%	91.67%	-6.06%
Total Dept 3600	400	400	763	190.75%	91.67%	99.08%
<b>TOTAL Revenues</b>	251,338	251,338	231,966	92.29%	91.67%	0.63%

	ORIGINAL BUDGET	AMENDED BUDGET	ACTUAL YEAR TO DATE	PERCENT REALIZED	PERCENT OF YEAR	VARIANCE
<b>EXPENDITURES</b>						
Total Dept 5391-	79,923	80,114	68,571	85.59%	91.67%	-6.07%
Total Dept 5391-	117,863	117,863	17,432	14.79%	91.67%	-76.88%
Total Dept 5392-	45,000	45,000	6,261	13.91%	91.67%	-77.75%
<b>TOTAL Expenditures</b>	242,786	242,977	92,264	37.97%	91.67%	-53.65%

STORMWATER FUND SUMMARY

	ORIGINAL BUDGET	AMENDED BUDGET	ACTUAL YEAR TO DATE
TOTAL REVENUES	251,338	251,338	231,966
USE (RETURN) OF FUND BALANCE RESERVES	(8,552)	(8,361)	
ENCUMBERED FROM PRIOR YEAR		0	
TOTAL EXPENDITURES	242,786	242,977	92,264
<b>NET OF REVENUES &amp; EXPENDITURES</b>	-	-	139,702

June 2016

All Funds Budget Report

REVENUES

FUND	ORIGINAL BUDGET	AMENDED BUDGET	ACTUAL YEAR TO		PERCENT REALIZED	PERCENT OF YEAR	VARIANCE
			DATE				
001	4,535,419	4,765,153	4,167,703		87.46%	91.67%	-4.20%
101	132,551	132,551	131,518		99.22%	91.67%	7.55%
102	146,500	149,610	139,830		93.46%	91.67%	1.80%
103	362,292	380,792	380,835		100.01%	91.67%	8.34%
401	3,208,704	3,308,704	3,037,214		91.79%	91.67%	0.13%
403	942,686	942,686	873,052		92.61%	91.67%	0.95%
405	251,338	251,338	231,966		92.29%	91.67%	0.63%
<b>TOTAL REVENUES</b>	<b>9,579,490</b>	<b>9,930,834</b>	<b>8,962,118</b>		<b>90.25%</b>	<b>91.67%</b>	<b>-1.42%</b>

EXPENDITURES

FUND	ORIGINAL BUDGET	AMENDED BUDGET	ACTUAL YEAR TO		PERCENT REALIZED	PERCENT OF YEAR	VARIANCE
			DATE				
001	4,503,994	5,133,453	3,733,413		72.73%	91.67%	-18.94%
101	123,175	123,175	28,585.00		23.21%	91.67%	-68.46%
102	158,112	161,222	128,269		79.56%	91.67%	-12.11%
103	309,928	348,668	296,350		84.99%	91.67%	-6.67%
401	3,436,281	4,406,578	2,794,539		63.42%	91.67%	-28.25%
403	857,251	1,081,322	991,565		91.70%	91.67%	0.03%
405	242,786	242,977	92,264		37.97%	91.67%	-53.69%
<b>TOTAL EXPENDITURES</b>	<b>9,631,527</b>	<b>11,497,395</b>	<b>8,064,985</b>		<b>70.15%</b>	<b>91.67%</b>	<b>-21.52%</b>

REVENUES LESS EXPENDITURES

FUND	DATE
001	GENERAL FUND
101	CRA FUND
102	BUILDING CODE INSPECTION FUND
103	PIER FUND
401	UTILITY FUND
403	SANITATION FUND
405	STORMWATER FUND
<b>TOTAL REVENUES LESS EXPENDITURES</b>	

434,290  
102,933  
1,859  
84,485  
49,342  
(118,513)  
139,702  
**694,098**

Encumbered, Restricted and Available Cash Balances  
Wednesday, August 31, 2016

	General	Utility	Sanitation	Stormwater	CRA
Operating Accounts	1,273,283	871,852	326,485	371,905	216,469
Inter Fund Transfers Pending		-			
Remaining Budgeted Salaries & Operations Averaged Monthly	(475,561)	(190,351)	(99,640)	(5,635)	(1,582)
SBA Accounts	2,531,968	1,361,176	503,631	95,403	
FL Municipal	2,778,195	4,057,180	505,126	-	-
<b>Total Cash &amp; Investments</b>	<b>6,107,885</b>	<b>6,099,857</b>	<b>1,235,602</b>	<b>461,673</b>	<b>214,887</b>
<b>Encumbrances:</b>					
CRA Loan Payments (Revenue Note & General Fund)					64,044
Wickline Building Improvements	10,000				
Beach Management Support	15,000				
Cooling System Police Dept	10,000				
Public Works Building (includes \$13,000 amendment)		12,460			
Lift Station Pumps & Panels		26,030			
Lift Station Rebuild Citywide		109,247			
New Wells		55,278			
Improvements Well #12		250,100			
Drying Beds - WWTP		16,250			
Replace Fire Hydrants - Citywide		40,000			
WWTP Phase I		5,862			
WWTP Phase II		346,150			
Antenna WTP		25,000			
Tractor		17,000			
Consumptive Use Permit Renewal		51,306			
De-Gasifier WTP		8,030			
SRF Loan for the Water Treatment Plant		-			
Customer Utility Deposits	-	203,495	-	-	-
S Central Stormwater/Improvement and Repairs				84,130	
Stormwater Loan Payment				100,432	
	-	-	-	-	-
<b>Total Encumbered Funds</b>	<b>35,000</b>	<b>1,166,208</b>	<b>-</b>	<b>184,562</b>	<b>64,044</b>
<b>Restricted For Projects funded by:</b>					
Infrastructure (ISX)	501,287				
Reserve for Fire Truck (Transferred from ISX)	81,579				
Radio Reserve (ISX Reserve)	233,334				
Support Equipment Reserve - Fire Department (ISX Funds)	29,167				
Computer Hardware Reserve	1,370				
Police Training	1,896				
Law Enforcement Automation	7,383				
A1A Land Purchases	18,490				
Restricted Education Fund - Bldg Code Inspection	29,423				
Restricted Technology Fund - Bldg Code Inspection	1,460				
Reserve for Contingencies	3,346				
Reserved for Paving					
S 8th Street Parking Lot Improvements (Paving Funds)	5,000				
S 4th Street Parking (Demolition) (Paving Funds)	15,000				
S 4th Street & S Flagler Parking Lot Improvements (Paving Funds)	40,000				
Sidewalk - N Flagler (Paving Funds)	8,000				
Sewer Impact		1,168,580			
Water Impact		1,548,962			
Reserve for Utility Infrastructure		22,226			
Reserve for Pumps	-	29,214	-	-	-
<b>Total Restricted Funds</b>	<b>976,734</b>	<b>2,768,982</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Total Encumbered and Restricted Funds</b>	<b>1,011,734</b>	<b>3,935,190</b>	<b>-</b>	<b>184,562</b>	<b>64,044</b>
<b>Unencumbered, Unrestricted Funds (Cash Balance)</b>	<b>5,096,151</b>	<b>2,164,667</b>	<b>1,235,602</b>	<b>277,111</b>	<b>150,843</b>
<b>Total All Funds</b>	<b>6,107,885</b>	<b>6,099,857</b>	<b>1,235,602</b>	<b>461,673</b>	<b>214,887</b>
<b>Total Available Funds (after Encumbrances)</b>	<b>6,072,885</b>	<b>4,933,649</b>	<b>1,235,602</b>	<b>277,111</b>	<b>150,843</b>

*Budget Line Transfers*

Journal Number GL Number	Date Description	JNL	Description	User	DR	CR
5598 POSTED BY KDoyle	07/01/2016	BA	INCREASE FOR MEMBERSHIP	KDoyle		
001.5241.305400	MEMBRSHPS SUBSCRPTS DUES					250.00
001.5241.464100	VEHICLE REPAIRS & MAINTENANCE				250.00	
					250.00	250.00
5621 POSTED BY KDoyle	07/01/2016	BA	REDUCE JULY 4 TO PAY FOR TENNIS NETS	KDoyle		
001.5800.305200.013	FOURTH OF JULY				500.00	
001.5800.305200	OPERATING SUPPLIES					500.00
					500.00	500.00
5628 POSTED BY KDoyle	07/01/2016	BA	FOOD FOR JULY 4TH	KDoyle		
001.5111.304800.013	PROMOTIONAL ACTIVITIES					810.00
001.5111.305500	ELECTION EXPENSES				810.00	
					810.00	810.00
5638 POSTED BY KDoyle	07/01/2016	BA	RESOLUTION 2016-33	KDoyle		
001.5722.101300	OTHER SALARIES & WAGES					25,000.00
001.5722.101400	OVERTIME					4,000.00
001.5722.102100	FICA/MEDICARE					1,200.00
001.5722.304700	PRINTING					500.00
001.5722.304600	REPAIRS & MAINTENANCE					500.00
001.5392.606400.085	ATV'S FOR BEACH DEPT					1,800.00
001.5722.464100	VEHICLE REPAIRS & MAINTENANCE					500.00
001.5722.305200	OPERATING SUPPLIES					1,000.00
001.3800.389102	AMENDED APPROPRIATED FUND BALANCE			34,500.00		
001.5241.606401	EQUIPMENT LESS THAN \$5000					1,500.00
001.3800.389102	AMENDED APPROPRIATED FUND BALANCE			1,500.00		
102.5242.304000	TRAVEL/TRAINING					1,000.00
102.3600.384000	OTHER FUNDING SOURCES-EDUCATION FUND			1,000.00		
102.5242.304900	OTHER CURRENT CHARGES					400.00
102.5242.305200	OPERATING SUPPLIES					300.00
102.5242.305400	MEMBRSHPS SUBSCRPTS DUES					400.00
102.3200.321100	OCCUPATIONAL & PROF LICNSE			1,100.00		
103.3400.347202	BAIT SHOP SALES - BAIT			18,500.00		
103.5725.305200	OPERATING SUPPLIES					12,000.00
103.5725.102300	LIFE & HEALTH INSURANCE					2,400.00
103.5725.304000						400.00
103.5725.102200	RETIREMENT					600.00
103.3800.389102	AMENDED APPROPRIATED FUND BALANCE					3,100.00
403.5341.303402	LANDFILL FEES					30,000.00
403.5341.303100	PROFESSIONAL SERVICES					30,000.00
403.5341.464100	VEHICLE REPAIRS & MAINTENANCE					54,000.00
403.3800.389102	AMENDED APPROPRIATED FUND BALANCE			114,000.00		
					170,600.00	170,600.00
5639 POSTED BY KDoyle	07/01/2016	BA	WWTP RESOLUTION 2016-33	KDoyle		
401.5351.305200	OPERATING SUPPLIES					25,000.00
401.5351.303100	PROFESSIONAL SERVICES					5,000.00
401.3800.389102	AMENDED APPROPRIATED FUND BALANCE			30,000.00		
					30,000.00	30,000.00
5645 POSTED BY KDoyle	07/01/2016	BA	NOT CAPITAL EQUIPMENT	KDoyle		
102.5242.606401	EQUIP LESS THAN \$5000					1,518.00
102.5242.606400	CAPITALIZED EQUIPMENT				1,518.00	
					1,518.00	1,518.00
5646 POSTED BY KDoyle	07/01/2016	BA	INCREASE FOR TPO MEMBERSHIP	KDoyle		
001.5192.305400	MEMBRSHPS SUBSCRPTS DUES					300.00
001.5192.304500	INSURANCE				300.00	
					300.00	300.00
5658 POSTED BY KDoyle	07/01/2016	BA	TO COVER VERIZON BILL	KDoyle		
001.5214.464105	GASOLINE & DIESEL FUEL				540.00	

Journal Number GL Number	Date Description	JNL	Description	User	DR	CR
001.5214.304100	TELEPHONE					540.00
					540.00	540.00
5663 POSTED BY KDoyle	07/06/2016	BA	JULY FOURTH LUNCH FOR DISPATCH	KDoyle		
001.5214.305200	OPERATING SUPPLIES				64.00	
001.5214.304900	OTHER CURRENT CHARGES					64.00
					64.00	64.00
5605 POSTED BY KDoyle	07/07/2016	BA	INCREASE FOR BOOK REPLACEMENT	KDoyle		
001.5711.606600	LIB. BOOKS & PUBLICATIONS					21.00
001.3500.352000	LIBRARY FINES				21.00	21.00
					21.00	21.00
5613 POSTED BY KDoyle	07/08/2016	BA	INCREASE TRAVEL	KDoyle		
001.5123.304000	TRAVEL/TRAINING					100.00
001.5123.101400	OVERTIME				100.00	100.00
					100.00	100.00
5643 POSTED BY KDoyle	07/10/2016	BA	USE OF LIBRARY DONATIONS	KDoyle		
001.5711.305200	OPERATING SUPPLIES					200.00
001.3600.384000	Other Funding Sources				200.00	200.00
					200.00	200.00
5642 POSTED BY KDoyle	07/11/2016	BA		KDoyle		
403.5341.304601	R&M MACHINERY & EQUIPMENT					1,000.00
403.5341.464100	VEHICLE REPAIRS & MAINTENANCE				1,000.00	1,000.00
					1,000.00	1,000.00
5609 POSTED BY KDoyle	07/13/2016	BA	INCREASE FOR LUAU JR LIFEGUARDS	KDoyle		
001.5800.305201	JR LIFEGUARD OPERATING EXPENSE					200.00
001.5800.304900	OTHER CURRENT CHARGES				200.00	200.00
					200.00	200.00
5610 POSTED BY KDoyle	07/13/2016	BA	MOVE TO PAY FOR WARRANTY ON SERVERS	KDoyle		
001.5192.303400	CONTRACTUAL SERVICES					4,000.00
001.5192.303100	PROFESSIONAL SERVICES				4,000.00	4,000.00
					4,000.00	4,000.00
5625 POSTED BY KDoyle	07/19/2016	BA	ADJUST SALARIES BETWEEN BLDG & PLANNING	KDoyle		
001.5192.909307	RESERVE FOR SALARY INCREASES				2,000.00	
001.5241.101200	SALARY					2,000.00
001.5241.101200	SALARY					12,700.00
001.3800.389102	AMENDED APPROPRIATED FUND BALANCE				19,500.00	19,500.00
102.3800.389102	AMENDED APPROPRIATED FUND BALANCE					19,500.00
102.5242.101200	SALARY				19,500.00	
001.5241.101300	OTHER SALARIES & WAGES					6,800.00
					41,000.00	41,000.00
5627 POSTED BY KDoyle	07/19/2016	BA	EMERGENCY REPAIR FROM NOVEMBER	KDoyle		
103.5725.304600	REPAIRS & MAINTENANCE					435.00
103.5725.304500	INSURANCE				435.00	435.00
					435.00	435.00
5631 POSTED BY KDoyle	07/21/2016	BA	INCREASE FOR OFFICE SUPPLIES, FINANCE	KDoyle		
001.5131.305100	OFFICE SUPPLIES					600.00
001.5131.304000	TRAVEL/TRAINING				600.00	600.00
					600.00	600.00

Journal Number GL Number	Date Description	JNL	Description	User	DR	CR
5636 POSTED BY KDoyle	07/27/2016	BA	TRANSFER TO MEMBERSHIPS	KDoyle		
405.5391.305400 405.5391.304000	MEMBRSHPS SUBSCRPTS DUES TRAVEL/TRAINING				250.00	250.00
					250.00	250.00
5637 POSTED BY KDoyle	07/28/2016	BA	INCREASE FOR TRACTOR PURCHASE	KDoyle		
401.5392.606400.063 401.5392.606300.052	TRACTOR DRYING BEDS WWTP				250.00	250.00
					250.00	250.00
5647 POSTED BY KDoyle	07/28/2016	BA	INCREASE FOR LIFT STATION CLEAN OUT	KDoyle		
401.5351.304601 401.5351.305200	R&M MACHINERY & EQUIPMENT OPERATING SUPPLIES				2,000.00	2,000.00
					2,000.00	2,000.00
5762 POSTED BY KDoyle	07/28/2016	BA	RESOLUTION 2016-33	KDoyle		
001.5411.304600 001.3800.389102	REPAIRS & MAINTENANCE AMENDED APPROPRIATED FUND BALANCE				21,500.00	21,500.00
					21,500.00	21,500.00
5640 POSTED BY KDoyle	07/29/2016	BA		KDoyle		
403.5341.304601 403.5341.464100	R&M MACHINERY & EQUIPMENT VEHICLE REPAIRS & MAINTENANCE				1,000.00	1,000.00
					1,000.00	1,000.00
5641 POSTED BY KDoyle	07/29/2016	BA	TO REVERSE MANUAL JOURNAL ENTRY: 5640	KDoyle		
403.5341.304601 403.5341.464100	R&M MACHINERY & EQUIPMENT VEHICLE REPAIRS & MAINTENANCE				1,000.00	1,000.00
					1,000.00	1,000.00
5662 POSTED BY KDoyle	07/30/2016	BA	INCREASE FOR CITY SHIRTS	KDoyle		
001.5131.304000 001.5131.305200	TRAVEL/TRAINING OPERATING SUPPLIES				65.00	65.00
					65.00	65.00
5745 POSTED BY KDoyle	07/30/2016	BA	INCREASE EQUIPMENT REPAIRS	KDoyle		
001.5411.304601 001.5411.464100	R&M MACHINERY & EQUIPMENT VEHICLE REPAIRS & MAINTENANCE				150.00	150.00
					150.00	150.00
5668 POSTED BY KDoyle	07/31/2016	BA	USE OF LIBRARY DONATION FUNE	KDoyle		
001.3600.384000 001.5711.606401	Other Funding Sources EQUIPMENT LESS THAN \$5000				1,492.00	1,492.00
					1,492.00	1,492.00
5735 POSTED BY KDoyle	07/31/2016	BA	INCREASE TO PURCHASE DOG TAGS FOR 16/17	KDoyle		
001.5192.305200 001.5192.305100	OPERATING SUPPLIES OFFICE SUPPLIES				75.00	75.00
					75.00	75.00
5760 POSTED BY KDoyle	07/31/2016	BA	RESOLUTION 2016-34	KDoyle		
001.5392.606300.076 001.3300.331101.076 001.3800.389102 405.5392.606300.077 405.3800.389102	PIER - FEMA TURTLE LIGHTS FEDERAL/STATE GRANT-FEMA AMENDED APPROPRIATED FUND BALANCE S CENTRAL DRAINAGE AMENDED APPROPRIATED FUND BALANCE				1,943.00 648.00	2,591.00 47,700.00
					47,700.00	

Journal Number GL Number	Date Description	JNL	Description	User	DR	CR
5761 POSTED BY KDoyle	07/31/2016	BA	MOVE TO S CENTRAL PROJECT	KDoyle	50,291.00	50,291.00
405.5392.606300 405.5392.606300.077	IMPROVEMENTS S CENTRAL DRAINAGE				32,000.00	32,000.00
					32,000.00	32,000.00
5659 POSTED BY KDoyle	08/01/2016	BA	INCREASE FOR WIFI	KDoyle		
103.5725.304100 103.5725.606401	TELEPHONE EQUIPMENT LESS THAN \$5000				200.00	200.00
					200.00	200.00
5660 POSTED BY KDoyle	08/01/2016	BA	SEE ATTACHED	KDoyle		
001.5111.305500 001.5111.304800	ELECTION EXPENSES PROMOTIONAL ACTIVITIES				350.00	350.00
					350.00	350.00
5734 POSTED BY KDoyle	08/01/2016	BA	INCREASE FOR OFFICE SUPPLIES WTP	KDoyle		
401.5331.305100 401.5331.305200	OFFICE SUPPLIES OPERATING SUPPLIES				62.00	62.00
					62.00	62.00
5667 POSTED BY KDoyle	08/04/2016	BA	PROVIDE FOR JANITORIAL CONTRACT W/ATLAS	KDoyle		
001.5191.304400 103.5725.304400 103.5725.101200 001.5191.101200	RENTALS & LEASES RENTALS & LEASES SALARY SALARY				50.00 5,200.00	5,200.00 50.00
					5,250.00	5,250.00
5718 POSTED BY KDoyle	08/07/2016	BA	INCREASE FOR TRAVEL IN EXECUTIVE	KDoyle		
001.5122.101200 001.5122.304000	SALARY TRAVEL/TRAINING				1,500.00	1,500.00
					1,500.00	1,500.00
5679 POSTED BY KDoyle	08/08/2016	BA	TO COVER PER DIEM FOR TRAVEL BCI	KDoyle		
102.3200.321102 102.5242.304000	EDUCATION FEES (RESTRICTED) TRAVEL/TRAINING				105.00	105.00
					105.00	105.00
5675 POSTED BY KDoyle	08/09/2016	BA	INCREASE REP & MAINT WWTP	KDoyle		
401.5351.304600 401.5351.305200	REPAIRS & MAINTENANCE OPERATING SUPPLIES				3,500.00	3,500.00
					3,500.00	3,500.00
5743 POSTED BY KDoyle	08/10/2016	BA	INCREASE CC PROMOTIONAL LINE	KDoyle		
001.5111.304800 001.5111.304000	PROMOTIONAL ACTIVITIES TRAVEL/TRAINING				50.00	50.00
					50.00	50.00
5683 POSTED BY KDoyle	08/11/2016	BA	INCREASE FOR SHIPPING ON RADIOS	KDoyle		
001.5722.606401 001.5722.305200	EQUIPMENT LESS THAN \$5000 OPERATING SUPPLIES				355.00	355.00
					355.00	355.00
5725 POSTED BY KDoyle	08/18/2016	BA	INCREASE REP & MAINT	KDoyle		
001.5214.304600 001.5214.304000	REPAIRS & MAINTENANCE TRAVEL/TRAINING				770.00	770.00



## Penny Overstreet

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**From:** Robert Pace  
**Sent:** Thursday, September 08, 2016 12:09 PM  
**To:** Larry Newsom  
**Cc:** Penny Overstreet  
**Subject:** Weekly Highlights

Mr. Newsom,

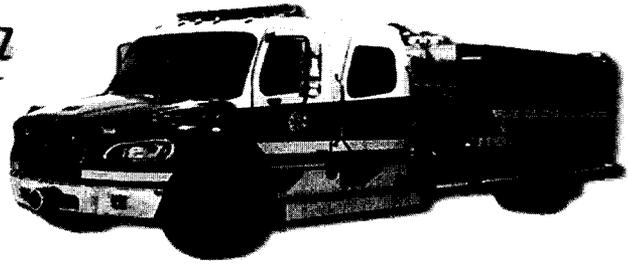
The following are the weekly highlights;

- Department members tracked all their duties that took place during Hurricane Hermine and documented them on the ICS 214 Activity Logs. All of the logs were submitted to Kay McNeely at the beginning of the week
- Lieutenant Snyder received another grant from the Firefighters Charitable Foundation for \$300. This is the fourth award he has received and the funds will be dedicated to future training courses
- I have researched hydrant distances for the future development off John Anderson. I confirmed my findings with the county fire marshal and submitted that information to Mr. Smith
- There was another completed fire mitigation project this week that is located on N. Central Avenue. Currently there is one ongoing project on S. Daytona Avenue
- As I have previously reported the department photographed and submitted an updated inventory list to the Finance Department. The department was also given a more in depth form which included serial #s and manufacturers, that for was turned in this week
- Ladder 11 received a major PM and oil change. Currently are vehicles within the fleet are up to date on routine maintenance. The next units scheduled for service will take place in October

Look forward to talking to you soon.

Thanks,

Bobby Pace  
Fire Captain  
Flagler Beach Fire Department



# Flagler Beach Fire Department

Weekly Run Report from 9/2/16-9/8/16

## CALLS BY INCIDENT TYPE

### EMS

13

### FIRE

1

### Hazardous Condition (No Fire)

0

### Service Call

2

### Motor Vehicle Accident

5

### Fire Alarm

1

### Water Rescue

0

### Total Calls

22

## **Penny Overstreet**

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**From:** Robert Pace  
**Sent:** Thursday, September 15, 2016 12:28 PM  
**To:** Larry Newsom  
**Cc:** Penny Overstreet  
**Subject:** Weekly Highlights

Mr. Newsom,

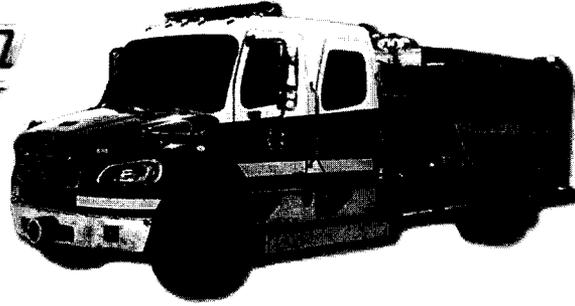
The following are the weekly highlights;

- The week began by seven department members attending the 911 Memorial held on the pier Sunday. This group also attended the Blue Mass at Santa Maria Del Mar Catholic Church. There were an additional four department members who participated in the 911 Stair Climb at the Peck Tower in Daytona
- I reported to you a few weeks ago that Lt. Cox was successful in obtaining his Fire Officer II state certification. Now Lt. Snyder and DE Walden have completed all the classes in this series and are preparing for their state exams
- B shift's crew were busy once again with the Smoke Detector Program by installing three detectors for a resident living on N. Central Avenue
- There was another completed Fire Mitigation project completed this week for a property located on S. Daytona Avenue. The completed project marks the 60<sup>th</sup> one to date
- Two SCBA air pack harnesses returned from service on Monday. There were a few issues that included faulty straps and broken buckles. All the work was completed under the warranty contract through Fisher Scientific
- Lieutenant Cox attended the Medical Advisory Review Board Meeting earlier this week. One of the bigger topics of conversation was the insurance of protocol review throughout the county

Look forward to talking to you soon.

Thanks,

Bobby Pace  
Fire Captain  
Flagler Beach Fire Department



# Flagler Beach Fire Department

Weekly Run Report from 9/8/16-9/14/16

## **CALLS BY INCIDENT TYPE**

### EMS

11

### FIRE

4

### Hazardous Condition (No Fire)

2

### Service Call

7

### Motor Vehicle Accident

10

### Fire Alarm

4

### Total Calls

38

# **FLAGLER BEACH LIBRARY**

## **MONTHLY REPORT**

MONTH: AUGUST, 2016

### **CIRCULATION:**

BOOKS: 1242

DVDS: 32

AUDIOS: 64

### **MEMBERSHIPS:**

NEW: 30

RENEWALS: 35

### **BOOKS PURCHASED:**

FICTION: 44

NON-FICTION: 8

LARGE PRINT: 10

YOUNG ADULT/CHILDREN: 13

DVDS PURCHASED: 0

AUDIOS PURCHASED: 4

CD MUSIC: 0

BROWNIE GIRL SCOUTS MEET EVERY TUESDAY, 5:30 PM

CHILDREN'S STORY & CRAFT TIME, EVERY THURS., 11 AM

FL HISTORY BOOK CLUB, MEETS 3<sup>RD</sup> THURS. EVERY MONTH



**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	8/26/2016	To: Thursday	9/1/2016
Calls For Service	57	Reports Written	21
Self-Initiated	54	Comm. Policing	19
Traffic Stops	27	Security Checks	344
		Citations Issued	23
		Warnings (Written/Verbal)	29

## Captains Weekly Summary

**Friday:** Captain Doughney attended the monthly Volusia/Flagler Police Chief's Association meeting which was held at the Daytona Beach Airport from 10:00 a.m. to 11:00 a.m.

**Saturday:** 8/27/16 @ 10:42 a.m. / Criminal Mischief / 600 Block of South Oceanshore Boulevard: The victim reported that last night between midnight and 2:00 a.m. someone slashed both passenger side tires on her vehicle. The incident was captured on a business security camera system and the suspect was identified as the victim's ex-boyfriend. Video evidence was collected and submitted and a charging affidavit for Criminal Mischief was completed and forwarded to the State Attorney's Office for review.

**Saturday:** 8/27/16 @ 12:20 p.m. / Domestic Disturbance / 300 Block of Moody Boulevard: The original call was in re; to a weapons complaint by a passerby that stated they observed a female spray a male subject in the face with what they believed to be pepper spray. Upon Officers arrival they could not locate either subject, but then were notified that the male subject was at the Fire Department. Upon making contact with the male subject he advised that he'd just broken up with his girlfriend and she became enraged. The female is alleged to have grabbed an unknown can (possibly a bug spray) and sprayed him in the eyes. The female left the scene and was last observed headed west on SR100 and was believed to be headed back to Jacksonville, Florida where she resides. A charging affidavit was completed and forwarded to the State Attorney's Office for review.

**Sunday:** 8/28/16 @ 1:18 a.m. / Narcotics (Arrest) / 2500 Block of Moody Boulevard: A Patrol Officer conducted a traffic stop on a motor vehicle and a strong odor of cannabis was emitting from within the vehicle. A search of the vehicle yielded a glass pipe commonly used for smoking cannabis in the center console. A field test of the recovered pipe yielded presumptive results for the presence of Cannabis. The Driver of the vehicle was issued a Notice to Appear in Court for Possession of Drug Paraphernalia.

**Sunday:** Captain Doughney attended a Law Enforcement Appreciation mass at St. James Missionary Baptist Church in Bunnell. The mass started at 4:00 p.m. and ended at 6:00 p.m. Law Enforcement Officers from numerous organizations in our County were in attendance and after the mass concluded we were treated to a homemade meal in the Church Hall.

**Sunday: 8/28/16 @ 7:42 p.m. / Baker Act / 215 South Oceanshore Boulevard:** A male subject walked into the Funky Pelican and stated that he wanted to harm himself and didn't know what to do. Officers responded to the restaurant and contacted the subject in question. The subject made the same threatening comments to Officer's and stated that he wanted help. The subject was transported to Stewart-Marchman's CTTU in Bunnell without incident.

**Monday: Captain Doughney** participated in a conference call with the Flagler County Emergency Center (EOC) in re; to Tropical Depression #9. The call started at 4:00 p.m. and concluded by 4:30 p.m. The storm is expected to become a Tropical Storm by Tuesday, August 30<sup>th</sup> and conditions may impact Flagler Beach on Thursday, September 1<sup>st</sup> and Friday, September 2<sup>nd</sup>.

**Tuesday: Captain Doughney** participated in another conference call with the Flagler County Emergency Center (EOC) in re; to Tropical Depression #9. The call started at 4:00 p.m. and concluded by 4:30 p.m. The storm had not been upgraded to a Tropical Storm yet and conditions may impact Flagler Beach on Thursday, September 1<sup>st</sup> and Friday, September 2<sup>nd</sup>.

**Wednesday: 8/31/16 @ 4:08 p.m. / Missing Juvenile / 100 Block of 5th Street South:** The reporting called to report that her sixteen (16) year old daughter was missing since 8/8/16. She advised that she waited to report her missing assuming she would return, but today received information she is at a known drug house in Daytona Beach. Daytona Beach Police responded to the area and verified that she had been there earlier in the day. The juvenile was entered into teletype as missing and a BOLO was created. The youth was located in Volusia County on Thursday, September 1, 2016. The Department of Children & Families (DCF) were notified.

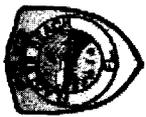
**Wednesday: Captain Doughney** participated in a conference call with the Flagler County Emergency Operations Center (EOC) in reference to Tropical Storm Hermine, which had been upgraded from a Tropical Depression earlier today. The anticipated impact for our City over the next 24-48 hours will be winds between 15-30 MPH and approximately 3-4 inches of rain.

**Wednesday: 8/31/16 @ 8:14 p.m. / Auto Theft (Recovered) 600 Block of South Oceanshore Boulevard:** An off-duty Deputy called in a vehicle that he had prior knowledge of being stolen out of Flagler County was in our City. The vehicle pulled into the public parking lot in the 100 Block of South 6th Street and the occupants of the vehicle were secured. The juvenile Driver was arrested, transported to the Flagler Inmate Facility and then turned over to a Parent; with a Court date set for September 1<sup>st</sup>. The passenger was determined to not have knowledge of the vehicle being stolen and he was released to a Parent. The vehicle was removed from teletype and the victim responded and took possession of the vehicle. Good Job!

**Thursday: 9/1/16 @ 4:13 a.m. / Unsecured Business / 100 Block of North Oceanshore Boulevard:** A Patrol Officer conducting a business security check found an unsecured door. An attempt to locate an Emergency Contact person yielded negative results. The door was unable to be secured. A Courtesy Card was left on the door and a number was located for the owner and a voicemail message left. Dayshift Officers updated the Emergency Contact list and a copy was provided to the Flagler County Sheriff's Office Communications Center. Good Job!

**Thursday: 9/1/16 @ 1:11 p.m. / Narcotics / 800 South Daytona Avenue (Wickliffe Park):** Officers contacted a group of five (5) individuals on the "T-Docks", under the gazebo. Upon further investigation a backpack containing marijuana was located in the wood line behind where the subjects were seated. All subjects were interviewed separately and only two (2) would cooperate. Charging affidavits were completed on two (2) juveniles and all subjects were trespassed from Wickliffe Park. Good Job!

**Sea Dune Parking:** Officers monitored sea dune parking this week and issued one (1) verbal warning and five (5) citations.



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

**Captains Weekly Report**

<b>From: Friday</b>	<b>9/2/2016</b>	<b>To: Thursday</b>	<b>9/8/2016</b>
<b>Calls For Service</b>	60	<b>Reports Written</b>	13
<b>Self-Initiated</b>	43	<b>Comm. Policing</b>	39
<b>Traffic Stops</b>	48	<b>Security Checks</b>	335
		<b>Citations Issued</b>	41
		<b>Warnings (Written/Verbal)</b>	49

**Captains Weekly Summary**

**Friday:** Captain Doughney participated in a 10:00 a.m. conference call with the Emergency Operations Center (EOC) in re; to Hurricane Hermine. As a result of the inclement weather, "4<sup>th</sup> Friday" was cancelled.

**Friday:** Captain Doughney along with Police Chief's from Daytona Beach Shores, Deland, Port Orange and Ormond Beach met with the Director of Emergency Services for Daytona State College. The Volusia/Flagler Police Chief's Association is partnering with Daytona State College on developing a training course specifically designed for Police Officers in reference to dealing with individuals with mental health issues and appropriate de-escalation techniques.

**Saturday:** 9/3/16 @ 3:37 p.m. / Injunction Arrest / 414 Beach Village Drive: A Patrol Officer conducted a traffic stop on a motor vehicle for speeding. During the traffic stop it was discovered that the Driver was the Respondent of an injunction and the female passenger was the Petitioner. The Driver was arrested without incident for the Violation of Injunction. Good Job!

**Sunday:** 9/4/16 @ 3:35 p.m. / Fire Department Assistance / 1848 South Oceanshore Boulevard (Oceanside Beach Grill): Officers were dispatched to assist the Fire Department in reference to a roof collapse. Upon arrival, it was found that a large section of the ceiling in the bar/dining room area had been wet from the A/C Unit and collapsed. Fire rescue personnel transported one (1) female (neck pain); no other patrons requested medical attention.

**Monday:** 9/5/16 @ 1:48 a.m. / Unsecured Building / 915 North Central Avenue (Santa Maria Del Mar Catholic Church): While performing a security check at the Church a Patrol Officer found the south Chapel door unsecured. The building was cleared and the door was secured.

**Monday:** Captain Doughney worked in Patrol from 8:30 a.m. to 4:30 p.m. for the Labor Day holiday.

**Monday:** 9/5/16 @ 10:27 a.m. / Traffic Arrest / 100 Block South Flagler Avenue: A Patrol Officer stopped a vehicle for expired registration. The investigation revealed that the Driver has a suspended Driver's License with knowledge and multiple prior suspensions. The Driver was subsequently arrested without incident.

Tuesday: 9/6/16 @ 1:51 a.m. / Disturbance Domestic (Arrest) / 1700 Block of South Central Avenue: Officers responded to a disturbance between a boyfriend and girlfriend. The investigation revealed that although the two (2) subjects were mutual combatants, the female was determined to be the primary aggressor. The female was arrested without incident and DCF was notified as a small child was present during the incident.

Wednesday: 9/7/16 @ 5:02 p.m. / Robbery (Suspicious) / 1200 Block of South Oceanshore Boulevard: Officers were dispatched in reference to a male being robbed in front of the Topaz Motel. Contact was made with the victim who advised that a white female took his wallet while two (2) male subjects held the victim. The victim advised that the female asked for \$10.00 to get gas and when the victim pulled his wallet out the two (2) males ran over to assist the female in the taking of the wallet. The suspects left heading southbound in a silver Chevy Trail Blazer. The victim advised that he had several credit cards and \$500.00 cash in his wallet. The circumstances of this case are extremely suspicious.

Wednesday: 9/8/16 @ 12:52 p.m. / Warrant Arrest / 2500 Block of South Oceanshore Boulevard: A Patrol Officer stopped out with an occupied suspicious vehicle. During the investigation an active arrest warrant for Failure to Appear in reference to Assault was discovered on one (1) of the subjects. The warrant was confirmed and the subject was arrested without incident. Good Job!

Thursday: 9/9/16 @ 1:31 a.m. / Defrauding an Innkeeper / 101 North Oceanshore Boulevard (Finn's): Officers responded and made contact with the Bartender who advised that a customer had a bar tab of \$53.00 and could not pay the bill pay. Contact was made with customer who said he did not have enough money to cover tab. He advised that he knew when he sat down and ordered he would not be able to pay for anything. The subject was arrested without incident.

Thursday: Sergeant Shamp attended training for the Flagler County Sheriff's Office Emergency Response Team (ERT) from 12:00 p.m. to 8:00 p.m.  
Sea Dune Parking: Officers monitored sea dune parking and issued one (1) written warning, six (6) verbal warnings and seven (7) citations.

