

REGULAR MEETING OF THE FLAGLER BEACH CITY COMMISSION THURSDAY, JUNE 23, 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

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. Certificate of Appreciation to the Daytona Beach Bicycle Club for the donation from the "Berney" Copeland Jr. Memorial Fund of 120 bicycle helmets to the Flagler Beach Police Department.
  - B. Presentation to the City "Purple Heart Plaque" – Colonel Jack Howell.
  - C. 3<sup>rd</sup> Quarter Employee Service Awards.
  - D. Proclamation recognizing the character and generosity of James F. Sheehan.
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 June 9, 2016.
7. Approve a Work Assignment for the inspection services necessary for the on and off site utility construction for the Seaside Landings development. Amount not to exceed \$28,440 – Staff assigned Robert Smith, Public Works Director.
8. Approve the Fireworks Display Contract between Fireworks by Santore and the City of Flagler Beach, in an amount not to exceed \$21,000 – Staff assigned Larry Newsom, City Manager.
9. Approve a License Agreement between Brighthouse Networks, LLC and the City of Flagler Beach for the installation of a camera, mount, protective housing, transmission cabling and electrical connection on the Pier to provide remote weather imagery of conditions in the area – Larry Newsom, City Manager.
10. Approve Change Order No. 1 from McMahan Construction Company, Inc. for the 2015 Improvements to the Waste Water Treatment Plant Project. This change order reflects an increase of \$851 to the original contract price. – Staff assigned Robert Smith, Public Works Director.
11. Award the South Central Avenue (3500 Block) Drainage Improvement Project to S.E. Cline Construction in the amount of \$51,725.48 – Staff assigned Robert Smith, Public Works Director.
12. Approve a Memorandum of Understanding between HHH Management, Inc. and City of Flagler Beach for parking during the Fourth of July event – Staff assigned Larry Newsom, City Manager.

## GENERAL BUSINESS

13. Consider appointing Katherine Petrelli to the seat Financial Planner/Investment Advisor to the Investment Committee – Staff assigned Penny Overstreet, City Clerk.
14. Resolution 2016-29, a resolution by the City Commission of the City of Flagler Beach, Florida declaring certain property to be surplus, providing for conflict and an effective date – Staff Assigned Penny Overstreet, City Clerk.
15. Resolution 2016-30, a resolution by the City Commission of the City of Flagler Beach, Florida amending Resolution 2015-24 which adopted the FY 15/16 budget, to reflect a budget amendment for various city activities; providing for conflict and an effective date – Staff assigned Kathleen Doyle.
16. Resolution 2016-31, a resolution by the City Commission of the City of Flagler Beach, approving a business credit card account with SunTrust Bank; providing for conflict and an effective date – Staff assigned Kathleen Doyle, Finance Director.

## COMMISSION COMMENTS

17. Commission comments, including reports from meetings attended.

## PUBLIC HEARINGS

18. #SE 16-06-02: Request for a Special Exception Use to construct a single family residence in the Tourist Commercial Zoning District. The property in question is identified as 1504 Ocean Shore Boulevard South, aka Fuquay Subdivision Block 1, Lot 2; Parcel ID# 18-12-32-2750-00010-0020. Applicant: Mr. & Mrs. Michael and Gayle Carver. – Staff assigned Larry Torino, Planner.
19. #SE 16-06-01 Request for a Special Exception Use to permit a Farmer's Market in the General Commercial District as provided for in Ordinance 2015-07. The property is located at 904 Ocean Shore Boulevard South and 109 9<sup>th</sup> Street South, aka George Moody Subdivision Block 16, Lots 1-2 and George Moody Subdivision Block 16, Lot 3; Parcel ID# 12-12-31-4500-00160-0010 & 12-12-31-4500-00160-0030, Property Owner Coastal Cloud Properties, LLC. Applicant: Creative Works & Events, LLC (Travis and Kayla Moses) – Staff assigned Larry Torino, Planner.

## STAFF REPORTS

20. Staff Reports.
21. Adjournment.

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

#30

### 3rd Quarter Service Awards

Position	Name	Years of Service
Police Sergeant	<b>Frank Parrish</b>	<b>31.0</b>
Finance Director	<b>Kathleen Doyle</b>	<b>11.0</b>
Water Treatment Plant Operator	<b>Eddie Parks</b>	<b>24.0</b>
Public Works Director/City Engineer	<b>Robert Smith</b>	<b>11.0</b>
Waste Water Treatment Plant Operator	<b>Johnny Lynn</b>	<b>7.0</b>
Waste Water Treatment Plant Operator	<b>David Haddad</b>	<b>5.0</b>
Sanitation Driver	<b>Joseph Mulvilhill</b>	<b>7.0</b>
Superintendent of Water	<b>James Ramer</b>	<b>16.0</b>
Sanitation Supervisor	<b>Bruce Garrison</b>	<b>11.0</b>
Water Treatment Plant Operator	<b>Robert Neu</b>	<b>22.0</b>
Fire Lieutenant	<b>David Kennedy</b>	<b>7.0</b>

#6

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. PRESENTATION TO THE CITY "PURPLE HEART PLAQUE" – COLONEL JACK HOWELL: This item was removed from the agenda.
  - B. PROCLAMATION DECLARING THE WEEK OF JUNE 19TH THROUGH 26TH, 2016 "FLAGLER EMERGENCY COMMUNICATIONS ASSOCIATION WEEK": Mayor Provencher read the proclamation into the record.
  - C. CERTIFICATE OF RECOGNITION TO PATRICK HILE FOR HIS LIFESAVING EFFORTS: Mayor Provencher presented a certificate of recognition to Mr. Hile. Captain Pace, and Firefighter Steve Cox reported the lifesaving efforts Mr. Hile took to save the lady, putting others safety before his own.
  - D. CERTIFICATES OF APPRECIATION FOR THE VOLUNTEERS REMOVING THE INVASIVE BRAZILIAN PEPPER PLANTS: Laura Ostapko accepted the certificates for all of the volunteers. Mayor Provencher thanked the group for all they do. Ms. Ostapko thanked the Public Works and Sanitation Departments and Kay McNeely for their assistance.
4. DELETIONS AND CHANGES TO THE AGENDA: Items 3 A and 7 were removed.
5. COMMENTS REGARDING ITEMS NOT ON THE AGENDA. CITIZENS ARE ENCOURAGED TO SPEAK; HOWEVER, COMMENTS SHOULD BE LIMITED TO THREE MINUTES: Paul Eik spoke of the plans the Parking Committee drafted and the direction from the commission to the former manager. He asked that the commission review the parking plan at a future meeting. Chair Mealy responded Mr. Newsom is addressing some of the issues. Mr. Newsom advised of time constraints related to current projects. Captain Doughney reported the department has issued 399 parking tickets since January 1, double last year's statistics. Eric Cooley reported on another successful Doughnuts with Doughney meeting.

CONSENT AGENDA

6. APPROVE THE MINUTES OF THE REGULAR MEETING OF MAY 26, 2016 AND THE SPECIAL MEETING MINUTES OF MAY 19, 2016:

7. APPROVE CHANGE ORDER NO. 1 FROM MCMAHAN CONSTRUCTION COMPANY, INC. FOR THE 2015 IMPROVEMENTS TO THE WASTE WATER TREATMENT PLANT PROJECT. THIS CHANGE ORDER REFLECTS AN INCREASE OF \$1,059 TO THE ORIGINAL CONTRACT PRICE. – STAFF ASSIGNED ROBERT SMITH, PUBLIC WORKS DIRECTOR: This item was removed from the agenda.

Chair Mealy opened public comments. None offered. Chair Mealy closed public comments. Commissioner Shupe pulled the May 26<sup>th</sup> minutes for comments. Motion by Commissioner Carney to approve the May 19, 2016 minutes. Commissioner Belhumeur seconded the motion. The motion carried unanimously. Commissioner Shupe requested the May 26 minutes reflect his comment, "If approving the police contract with 4% that it's only fair and equitable to do that for all employees." in regards to the public hearing on Ordinance 2016-03. Motion by Commissioner McGrew, to approve the May 26<sup>th</sup> minutes as amended, with Commissioner Shupes comment. Commissioner Shupe seconded the motion. The motion carried unanimously.

#### GENERAL BUSINESS

8. CONSIDER A REQUEST FOR A REFUND OF A \$3,300 FEE PAID TO THE TREE FUND – DENNIS BAYER REPRESENTING CHRIS BACHE: Attorney Dennis Bayer reviewed his client's request, and a history of the issue. Discussion ensued with the Elected Officials providing their opinion on the request. Attorney Smith explained the gap in amendments to the code, and the appeal process that was used by the others who were refunded. Chair Mealy opened public comment. Paul Eik and Harry Schapiro provided comment. Chair Mealy closed public comments. Motion by Commissioner Carney that we refund \$3,000 to Mr. Bache. Commissioner Belhumeur seconded the motion. The motion carried four (4) to one (1), with Chair Mealy voting Nye.
9. CONSIDER A REQUEST FOR AN ANNUAL OUTDOOR ENTERTAINMENT PERMIT: APPLICATION OE-16-05-01 – THE ANCHOR RESTAURANT, 500 S. OCEAN SHORE BOULEVARD - APPLICANT MR. J. FRASCOGNA: Clerk Overstreet reported the Planning Board at their May 3<sup>rd</sup> meeting, voted to recommend the commission deny the request based on staff's recommendation to deny. City Attorney Smith reviewed the criteria the planning board and commission utilizes to base their decisions. Motion by Commissioner Belhumeur that we deny the request based on criteria 9 and 10. Commissioner McGrew seconded the motion. The motion carried unanimously, after a roll call vote.
10. RESOLUTION 2016-28 A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH FLORIDA ACCEPTING THE FLAGLER COUNTY LOCAL MITIGATION STRATEGY PLAN, PROVIDING FOR CONFLICT AND AN EFFECTIVE DATE: Attorney Smith read the title of the resolution into the record. Chair Mealy opened public comments. None offered. Chair Mealy closed public comments. Motion by Commissioner Belhumeur to approve Resolution 2016-28. Commissioner Shupe seconded the motion. The motion carried unanimously, after a roll call vote.

11. PROVIDE CITY ATTORNEY DIRECTION AS TO FORECLOSURE SALE SET IN MATTER OF CITY OF FLAGLER BEACH V. RICARDO OTERO CULVER: Attorney Smith reviewed the actions to date and stated he is seeking direction in regards to the bid amount. Discussion ensued regarding the possibilities of action or lack thereof by a successful bidder. Chair Mealy opened public comments. Paul Eik, Eric Cooley and Harry Schapiro provided comments. Chair Mealy closed public comments. Motion by Commissioner McGrew that we authorize the city attorney to bid up to \$25,000. Commissioner Shupe seconded the motion. The motion carried unanimously.
12. DISCUSSION AND DIRECTION TO STAFF REGARDING POTENTIAL AMENDMENTS TO SIGN CODE – STAFF ASSIGNED CITY ATTORNEY: Attorney Smith reviewed the proposed changes to the sign ordinance that are necessary because of the Supreme Court ruling related to the Town of Gilbert. Attorney Smith stated his question to the commission is, how many signs they wish to allow on a property, and the maximum size allowance. The Commission reached a consensus to direct the city attorney to do the bare minimum to bring our sign code into compliance with the Town of Gilbert ruling.
13. PROVIDE STAFF DIRECTION REGARDING THE SOUTH 27<sup>TH</sup> STREET DUNE WALK OVER – PENNY OVERSTREET, CITY CLERK: Attorney Smith reviewed the options. Discussion ensued. The commission reached a consensus for the city attorney to negotiate.

COMMISSION COMMENTS

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

STAFF REPORTS

15. STAFF REPORTS: Mr. Newsom reported he is approaching his six month anniversary and will review his expectations with staff. Mr. Newsom reported he has hired Robert Beams to the position Pier Manager. Mr. Newsom reported he directed Kay McNeely to apply for a Stormwater Grant. Mr. Newsom reported the submittal is ranked No. 9 and top 15 will probably be funded. Mr. Newsom reported the grant covers 100% of the project with no match. The grant requires the city pay for the project in full then is 100% reimbursable. Mr. Newsom reported the lifeguard program is drastically underfunded. Mr. Newsom reported his intentions to sit down with the TDC, Palm Coast, and Flagler County Administration to discuss funding. City Clerk Overstreet spoke of the Purple Heart City dedication and the request for a small sign to be placed in Veterans Park. The commission reached a consensus to allow a sign in Veterans Park with the location left to their determination.
16. ADJOURNMENT: Motion by Commissioner McGrew to adjourn the meeting at 8:10 p.m. Commissioner Carney seconded the motion. The motion carried unanimously.

Attest:

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

\_\_\_\_\_  
Jane Mealy, Chair



# FLAGLER BEACH CITY COMMISSION

City Manager's Report

Summary No. 7

**Meeting Date:** 06-23-2016

**Issue:** Approve a Work Assignment for the inspection services necessary for the on and off site utility construction for the Seaside Landings development. Amount not to exceed \$28,440

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

**Organization:** COFB

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**RECOMMENDATION:** Accept the Work Assignment Agreement for \$28,440. QLHA is familiar with the project and is well-qualified for this type of inspection work. Authorize Mayor to sign.

**BACKGROUND:** The City has a Notice to Serve agreement with the owners of Seaside Landings Development for potable water and wastewater services. Seaside Landings is a proposed subdivision of 99 single family homes in the John Anderson Corridor in Unincorporated Flagler County. Because of the proximity of the City's Water Treatment and Wastewater Treatment Plants to the Subdivision, the City has agreed to provide these services. Quentin L. Hampton Associates, on behalf of the City, has been reviewing the contractor's construction plans under "Miscellaneous Engineering" expenses. This Work Assignment will provide a part-time inspector for the construction phase, slated to begin in July, and expected to take six (6) months to complete.

**BUDGETARY IMPACT:** Seaside Landings is an expansion of our service area, therefore it can be funded with Restricted Water Impact Reserves. This project was not budgeted in 2015/16; a budget amendment will be needed.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

**IMPLEMENTATION/COORDINATION:**

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## Attachments

- Cover letter from QLH
- Proposed Works Assignment

BRAD T. BLAIS, P.E.  
DAVID A. KING, P.E.  
ANDREW M. GIANNINI, P.E.  
KEVIN A. LEE, P.E.

Quentin L. Hampton Associates, Inc.

*Consulting Engineers*

P.O. DRAWER 290247  
PORT ORANGE, FLORIDA 32129-0247

TELEPHONE: (386) 761-6810  
FAX: (386) 761-3977  
EMAIL: qlha@qlha.com

June 8, 2016

Robert Smith  
Public Works Director/City Engineer  
City of Flagler Beach  
105 Second Street  
Flagler Beach, FL 32136

Email: [R.Smith@cityofflaglerbeach.com](mailto:R.Smith@cityofflaglerbeach.com)

Hard Copy Mailed Only on Request

**SEASIDE LANDINGS DEVELOPMENT UTILITIES INSPECTION**

Dear Mr. Smith:

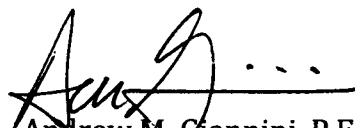
Enclosed is our proposed work assignment for the inspection services necessary for the onsite and offsite utility construction for the Seaside Landings development. The inspection will ensure the utilities are constructed in a correct manner to protect the City's operation and ownership interests in the utility facilities.

Please review the enclosure and if acceptable, execute both copies and return one to our office. We will proceed upon receipt of the executed assignment. Contact our office if you have any questions.

Sincerely,  
QUENTIN L. HAMPTON ASSOCIATES, INC



David A. King, P.E.  
Vice President



Andrew M. Giannini, P.E.  
Project Manager

DAK/AMG:bf

Enclosure - 2 copies of Work Assignment

cc: QLH file array



**WORK ASSIGNMENT  
FOR  
AGREEMENT FOR CONTINUING ENGINEERING CONSULTING SERVICES**

**General:** This Work Assignment constitutes a supplemental agreement to the Agreement for Continuing Engineering Consulting Services between the City of Flagler Beach (CITY) and Quentin L. Hampton Associates, Inc. (QLH), dated April 28, 2003 and Addendum to the Contract dated February 11, 2016. This Work Assignment is subject to all conditions listed within the Agreement including Article 9, "Work Assignments".

**Project Title: Seaside Landings Development Utilities Inspection**

**Background:**

The CITY has agreed to serve the Seaside Landings development with potable water and wastewater collection by owning and operating the onsite and offsite water and wastewater facilities. The development activity is under Flagler County jurisdiction except for the water and wastewater (utility) construction. The CITY and QLH have reviewed the utility plans and approved plans are imminent. Construction is expected to start by July 2016 and take six (6) months to complete.

**Purpose of Work:** The CITY desires to have QLH assist with the construction inspection of this project.

**Not To Exceed Maximum Fee:** The total fee of **\$28,440** shall not be exceeded unless authorized by the CITY.

**Description of Services:** QLH shall provide the following services:

**Construction Project Representative:** QLH will provide a qualified part-time inspector to provide the following services during the construction phase:

- Attend pre-construction conference(s)
- Verify shop drawing review by EOR
- Observe Contractor's construction activities
- Document construction activity via daily reports/logs
- Coordinate responses to Contractor's Requests For Information (RFIs) with EOR, CITY and County
- Verify material and field tests
- Verify utility construction is in conformance with CITY approved plans and standards
- Conduct pressure tests, leakage tests and other required tests of the utility facilities with Contractor providing labor/equipment for such tests
- Attend lift station startup with CITY personnel prior to acceptance of facilities
- Coordinate submission of Operation and Maintenance manuals by Contractor to CITY
- Coordinate tie-ins to and deactivation of CITY facilities with Contractor and CITY

QLH will also provide professional engineer services for the review of material submitted, design changes by the EOR and other non-inspection assistance as needed. The Professional Engineer will also review the construction project representative's work product and attend the final inspection(s).

The estimated construction time frame is six (6) months.

**Exclusions:** Inspection of the development construction other than the utility construction.

**Basis of Fee:** The proposed fee is based on the following breakdown per the attached manhour breakdown:

Construction Project Representation (QLH) (assuming 6 months actual construction @ an average of 16 hours/week, \$65/hour	\$27,040
Professional Engineer Services	\$1,400
<b>Total</b>	<b>\$28,440</b>

All fees to be billed at actual cost/hours expended.

If Florida Sales Tax becomes due on professional services, the CITY shall reimburse QLH for the additional sales tax cost.

**“PURSUANT TO FLORIDA STATUTE SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF QUENTIN L. HAMPTON ASSOCIATES, INC. MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.”**

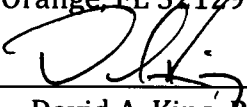
**OLH Project Manager:**

David A. King, P.E.

**CITY Project Manager:**

Robert Smith

Quentin L. Hampton Associates, Inc.  
Consulting Engineers  
P.O. Box 290247  
Port Orange, FL 32129

By:   
David A. King, P.E.

Title: Vice President

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

RECOMMENDED BY:

\_\_\_\_\_  
Larry Newsom, City of Flagler Beach, City Manager

APPROVED AS TO FORMAT AND CORRECTNESS BY:

\_\_\_\_\_  
Drew Smith,  
City of Flagler Beach Attorney

APPROVED, this \_\_\_\_\_ day of \_\_\_\_\_, 2016

CITY OF FLAGLER BEACH by its  
BOARD OF CITY OF FLAGLER BEACH  
COMMISSIONERS

\_\_\_\_\_  
Penny Overstreet, City of Flagler Beach Clerk

\_\_\_\_\_  
Mayor



# FLAGLER BEACH CITY COMMISSION

City Manager's Report

Item No. 8

**Meeting Date: 06-23-2016**

**Issue:** Approve the Fireworks Display Contract between Fireworks by Santore and the City of Flagler Beach, in an amount not to exceed \$21,000.

**From:** Larry Newsom

**Organization:** COFB

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**RECOMMENDATION:** Recommend the Commission approve the Contract and authorize the Mayor to sign.

**BACKGROUND:** The City Manager negotiated the contract price down from \$22,000. The County has budgeted \$21,000 in their 15/16 budget for the purpose of reimbursement to the City for the Fabulous Fourth of July Fireworks Show.

**BUDGETARY IMPACT:** County revenue offsets the cost of fireworks.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

**PERSONNEL:**

**POLICY/REQUIREMENT FOR BOARD ACTION:**

**IMPLEMENTATION/COORDINATION:**

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## Attachments

- Contract from Fireworks by Santore

F I R E W O R K S B Y  
SANTORE

Fireworks Display Contract

This writing, expressing the agreement made and entered into by and between Fireworks By Santore, Inc. (hereinafter "Santore") and City of Flagler Beach (hereinafter "Sponsor"), on this 3<sup>rd</sup> day of May, 2016.

WITNESSETH

Whereas, Santore is experienced in conducting fireworks exhibitions, and  
Whereas, Sponsor wishes to arrange for a fireworks exhibition, at a site and on a date of its selection, and  
Whereas, Sponsor and Santore have discussed the type of exhibition Sponsor wishes to arrange, and  
Santore is prepared to stage such an exhibition, and Sponsor wishes to have Santore stage such an exhibition.

Now therefore, in consideration of these premises, and the mutual promises, covenants and undertakings of each other, the parties hereto agree as follows:

1. Exhibition:

Santore agrees to furnish to Sponsor, on the 4<sup>th</sup> day of July, 2016 at a location to be designated by Sponsor and approved by Santore, an exhibition of Aerial Fireworks.

Location said to be: City of Flagler Beach Pier.

2. Payment:

Sponsor agrees to pay Twenty One Thousand Dollars (\$21,000.00) for this display.

3. Time and Method of Payment:

At the time this agreement is made, as evidenced by the execution of this writing, Sponsor will pay a deposit equal to one-half (1/2) of all anticipated charges and expenses as set forth in rhetorical paragraph 2. Payment is due immediately upon the completion of the exhibition and shall be paid to Pyrotechnic Operator in a sealed envelope after the exhibition has taken place. Any payment not made in full shall accrue interest at the rate of eighteen percent (18%) per annum from the date the exhibition was staged. In the event payment is not made within ten (10) days, Sponsor shall be deemed to be in default, and Santore shall have the right to retain an attorney to collect the payment amount, and shall be entitled to recover a reasonable fee for its attorney in doing so.

4. Site for Exhibition:

Sponsor acknowledges its responsibilities to provide a suitable site for the exhibition, which shall include arrangements to keep spectators at least 560 feet away from the area where the aerial fireworks firing will take place.

5. Santore's Responsibilities: Santore will obtain all required permits, not to exceed \$100.00, for the firing of the exhibition. At the completion of the exhibition, Santore will clear all equipment and debris from the firing sites.

**6. Sponsor's Responsibilities:**

Sponsor is responsible for all fire watch and fire truck fees. These fees are over and above the \$100.00 allowance for local permit fees. Santore will arrange for fire watch / inspection. Sponsor agrees to procure, furnish, and maintain a suitable place to display the said fireworks and to arrange for any security bonds as required by law in their community when necessary, and agrees to furnish necessary police, fire and Sponsor's protection, for proper crowd control and auto parking. Sponsor is responsible for removal and or protecting all property and persons in the "fireworks fallout zone". By signing below the Sponsor indemnifies and holds harmless Santore and assumes full liability for damages to property and/or injury to persons outside the "fireworks fallout zone" resulting from any source other than the fireworks produced by Santore.

**7. Postponement:**

In the event that weather conditions are such that Santore or the Authority Having Jurisdiction determines that the Fireworks Display would be impossible, impractical or risk damage or danger to person and/or property, the parties agree to immediately hold a postponement meeting at which time an attempt to reschedule the Fireworks Display shall be discussed. In the event a mutually satisfactory postponement date is made the Sponsor will be charged the actual expenses incurred by Santore related to the postponement. Actual expenses include but are not limited to: travel, lodging, labor, meals, rentals, security and permit fees.

In the event Sponsor <sup>P.O.</sup> **postpones display before July 4, 2016** and agrees to a postponement date no more than 180 days from original contracted display date, Santore will only charge the amount equal to any expenses that cannot be recovered for items such as barge / equipment rental, travel, lodging, labor, meals, security, custom products (if applicable) and permit fees. The balance of the original contact amount will be due upon completion of the display.

In the event Sponsor <sup>P.O.</sup> **postpones display after July 4, 2016** and agrees to a postponement date no more than 180 days from original contracted display date Santore will charge as follows:

15%	48 – 24 hours prior
30%	24 – 12 hours prior
60%	less than 12 hours prior

**8. Cancellation:**

If Sponsor cancels this Contract for any reason, Sponsor shall pay damages for such cancellation to Santore as follows:

25%	30 or more days
35%	29 – 11 days prior
45%	10 – 3 days prior
70%	48 – 24 hours prior
100%	less than 24 hours prior

**9. Exhibition Insurance:**

Santore will furnish an insurance certificate providing coverage in the amount of five (5) million dollars for the safe firing of the exhibition. Sponsor may, at its option, procure insurance to cover the risk of loss due to cancellation of the exhibition.

**10. Publicity:**

Any and all publicity of the exhibition, including in particular all advance announcements and advertising shall name Fireworks by Santore, Inc. as the primary contractor conducting the display.

**11. Florida Law:**

The laws of the State of Florida shall govern this agreement, and in the event of any dispute, venue for all proceedings, be they litigation, mediation, arbitration or otherwise shall be in Flagler County, Florida.

**12. Attorney's Fees:**

In the event of litigation or arbitration to enforce the terms of this agreement, the prevailing party shall recover a reasonable fee for its attorneys, plus costs reasonably incurred in the proceedings.

**13. Entire Agreement:**

This writing expresses the entire agreement between the parties, integrating all previous agreements, understandings, practices and discussions, and no modification shall be made to this agreement except as such is expressed in writing, executed by both parties.

In Witness whereof, the parties have hereunto affixed their signatures signifying their agreement on this **3<sup>rd</sup>** **day of May, 2016.**

Sponsor

Fireworks by Santore, Inc.

By \_\_\_\_\_  
Signature Date

By  3 May 2016  
Signature Date

Printed Name & Title

Anthony J. Santore Jr.



# FLAGLER BEACH CITY COMMISSION

## City Manager's Report

Item No. 9

**Meeting Date: 06-23-2016**

**Issue:** Approve a License Agreement between Brighthouse Networks, LLC and the City of Flagler Beach for the installation of a camera, mount, protective housing, transmission cabling and electrical connection on the Pier to provide remote weather imagery of conditions in the area – Larry Newsom, City Manager

**From:** Larry Newsom, City Manager

**Organization:** COFB

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**RECOMMENDATION:** Recommend approval and authorize the Mayor to sign.

**BACKGROUND:** Representatives have approached the City requesting placement of a weather camera on the Pier. Brighthouse Channel 13, will utilize the images retrieved from the camera, and reference the City and or Pier when airing images from this camera. The Licensee will install and maintain the camera and its necessary equipment. The City will provide the power to the camera.

**BUDGETARY IMPACT:** The impact to the utility bill from the camera will be minimal.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

**PERSONNEL:**

**POLICY/REQUIREMENT FOR BOARD ACTION:**

**IMPLEMENTATION/COORDINATION:**

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### Attachments

- Agreement



## LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement"), entered into this June 1<sup>st</sup>, 2016, by and between Flagler Beach, a city government existing by and under the laws of the State of Florida ("Licensor"), whose address is 105 S 2<sup>nd</sup> St, Flagler Beach, Florida, and BRIGHT HOUSE NETWORKS, LLC, a Delaware limited liability company authorized to conduct business in the State of Florida ("Licensee"), whose address is 700 Carillon Parkway, Suite 9, St. Petersburg, Florida 33716.

WITNESSETH:

WHEREAS, Licensor owns and operates the Flagler Beach Pier located within Flagler County, Florida;

WHEREAS, the Licensee has requested the right to install a camera and mount, protective housing, transmission cabling, and electrical connection ("Licensee Equipment") on the Flagler Beach Pier roof necessary to provide remote weather imagery of conditions in the area; and

WHEREAS, the Licensor is willing to grant to the Licensee use of the Flagler Beach Pier subject to terms and conditions set forth below.

NOW THEREFORE, in consideration of one dollar and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged and the promises and covenants contained herein, the Parties agree as follows:

1. **LICENSE:** The Licensor hereby grants to Licensee, and Licensee hereby accepts from Licensor, an exclusive license to install and maintain the Licensee Equipment at the location and subject to the specifications shown on Exhibit A hereto, for the purpose of providing the public with visual weather observations of the surrounding area.
2. **TERM:** The Term of this Agreement ("Term") shall be for five (5) years, commencing on June 1<sup>st</sup>, 2016 and ending at midnight on May 31<sup>st</sup>, 2021, unless earlier terminated as provided herein. Thereafter, this License Agreement shall automatically renew for successive one (1) year periods until written notice of termination is provided by either party at least sixty (60) days prior to the end of the then current term. At the expiration or termination of this Agreement, Licensee shall remove the camera, mount, and Licensee Equipment (except any underground cable), and reasonably restore the facility to its original condition.
3. **ATTRIBUTION/SPONSORSHIP:** When visuals from the camera are used in Licensee's newscasts, the on-air shots will verbally reference the "Flagler Beach Pier"

camera. The parks name shall also appear on or near web images from the camera. Provided if Licensee procures a named Sponsor of the camera, the Sponsor's name shall appear on screen and also be mentioned verbally. Licensee shall have the right to retain all revenues from any paid sponsorships.

4. **RENT**: There shall be no rent charged for the use of the facilities.

5. **INSTALLATION**. Licensee shall pay all costs resulting from the camera installation and Licensee Equipment, including, but not limited to, installation of connectivity for transmissions from the camera, and power connections. However, the power needs of the camera will come from existing power lines that service the facilities at no charge to Licensee.

6. **FEES AND TAXES**: Licensee shall pay all fees and taxes, if any, levied on the Pole or the Licensee's Equipment. It is understood that this shall include, but not be limited to, personal property, or real property taxes, if applicable.

7. **MAINTENANCE OBLIGATIONS**: Licensee shall be responsible for any and all maintenance related to the installation and use of the camera and Licensee Equipment at its sole cost and expense. The Licensee shall ensure that the camera and Licensee Equipment are maintained so as to meet all applicable requirements of any City, County, State and Federal Laws and regulations.

8. **RIGHT OF ENTRY**: The Licensee shall have the right, at all reasonable times, to enter, inspect and make such repairs or alterations to the camera or Licensee's Equipment as it may reasonably desire, subject to any reasonable security requirements.

9. **TERMINATION FOR CAUSE**: The Licensor may terminate this Agreement upon Licensee's default of any material obligation contained herein, after written notification by Licensor to Licensee and if such default remains uncured for a period of thirty (30) days after receipt of such written notification

10. **INDEMNIFICATION**: Licensee shall, at its expense, defend, hold harmless and indemnify Licensor, its officers, employees, agents, invitees, elected and appointed officials (collectively, "Indemnified Parties") from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages including, but not limited to, reasonable costs, expenses and attorneys' fees at trial and on appeal (collectively, "Claims") for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any person or persons, which damage or injuries arise out of Licensee's use of the facilities.

11. **APPLICABLE LAW, VENUE AND JURISDICTION**: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. Venue for any action brought in state court shall be in Flagler County, Florida. Venue for any action brought in federal court shall be in the Middle District of Florida, Tampa Division.

Each party waives any defense of improper or inconvenient venue as to either court and consents to personal jurisdiction in either court. Each party waives a trial by jury.

12. **NOTICES:** All notices (except the initial construction notification), requests, demands or other communications hereunder shall be in writing, and shall be deemed to have been duly given if delivered in person, or within seven (7) days after deposit in the United States Mail, postage paid, certified with return receipt requested, or otherwise actually delivered to:

Licensee  
Bright House Networks, LLC  
Attn: Alan Mason  
700 Carillon Parkway, Suite 9  
St. Petersburg, Florida 33716

Licensor  
City of Flagler Beach  
Attn; Larry Newsom  
105 S 2<sup>nd</sup> St  
Flagler Beach, Florida 32136

with a copy to:

\_\_\_\_\_

13. **HEADINGS:** The section headings are inserted herein for convenience and reference only, and in no way define, limit, or otherwise describe the scope or intent of any provisions herein.

14. **SEVERABILITY:** Should any section or part of any section of this Agreement be rendered void, invalid or unenforceable by any court of law for any reason, such determination shall not render void, invalid or unenforceable any other section or any part of any other section of this Agreement.

15. **ENTIRE AGREEMENT:** This Agreement, including Exhibit A, constitutes the entire agreement between the Licensor and Licensee as to the subject matter hereof. No change will be valid, unless made by supplemental written instrument, executed and approved by the Parties.

16. **ASSIGNMENT:** Licensee shall not have the right to assign, transfer, convey, sublet or otherwise transfer this License without the prior written consent of Licensor except Licensee may assign this License on written notice to Licensor in the event of a merger, combination or sale of all, or substantially all, of its assets or sale of its Bay News 9 business.

IN WITNESS WHEREOF, the parties to the License have set their hands and seals as of the date(s) specified hereinafter

LICENSEE: Bright House Networks, LLC

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

Print: Alan Mason  
As its: Vice President  
News and Local Programming

ATTEST:

---

LICENSOR:

---

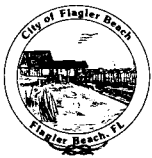
By: *City of Flagler Beach*  
Name: *Linda Provencher*  
As its: *Mayor*

ATTEST:

---

*Penny Overstreet, City Clerk*

**EXHIBIT "A"**  
*(Location/Specifications)*



# FLAGLER BEACH CITY COMMISSION

City Manager's Report

Item No. 10

**Meeting Date:** June 23, 2016

**Issue:** Approve Change Order No. 1 from McMahan Construction Company, Inc. for the 2015 Improvements to the Waste Water Treatment Plant Project. This change order reflects an increase of \$851 to the original contract price.

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

**Organization:** COFB

---

**RECOMMENDATION:** Approve the Change Order and authorize the Mayor to sign.

**BACKGROUND:** The City Commission approved the original contract with McMahan Construction Company for this project. The contract included an allowance of \$5,000 to repair the steelwork on the north clarifier. These repairs exceeded this allowance by \$851.00 due to unforeseen problems with existing steelwork. The Project schedule remains unchanged.

**BUDGETARY IMPACT:** The city budgeted \$266,000 for this project; total cost after the change order will be \$267,059. A budget amendment for \$851.00 will be needed from unrestricted utility fund balance.

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## Attachments

- Change Order No 1 dated 06/14/2016
- Invoice for welding

CHANGE ORDER FORM

Project: City of Flagler Beach  
*Wastewater Treatment Plant  
 Improvements FY15*

CHANGE ORDER NO. 1- Final

DATE OF ISSUANCE: 6/14/16

CONTRACTOR: McMahan Construction

EFFECTIVE DATE: 6/14/16

ENGINEER: Quentin L. Hampton Assocs. Inc.

OWNER'S CONTRACT NO.: N/A

The following changes are hereby made to the Contract Documents:

<p>CHANGE IN CONTRACT PRICE:</p> <p>Original Contract Price</p> <p style="text-align: right;"><u>\$266,000.00</u></p>	<p>CHANGE IN CONTRACT TIMES:</p> <p>Original Contract Times</p> <p>Substantial Completion <u>August 7, 2016</u></p> <p>Ready for final payment: <u>September 6, 2016</u>  <small>days or dates</small></p>
<p>Net changes from previous Change Orders No. <u>  </u> to No. <u>  </u></p> <p><u>\$0</u></p>	<p>Net change from previous Change Orders No. <u>  </u> to No. <u>  </u></p> <p><u>  0</u>  <small>Days</small></p>
<p>Contract Price prior to this Change Order</p> <p><u>\$ 266,000.00</u></p>	<p>Contract Times prior to this Change Order</p> <p>Substantial Completion: <u>August 7, 2016</u></p> <p>Ready for final payment: <u>September 6, 2016</u>  <small>days or dates</small></p>
<p>Net Increase (decrease) of this Change Order</p> <p><u>\$ 851.00</u></p>	<p>Net Increase (decrease) of this Change Order</p> <p><u>  0 days</u>  <small>Days</small></p>
<p>Contract Price with all approved Change Orders</p> <p><u>\$ 266,851.00</u></p>	<p>Contract Times with all approved Change Orders</p> <p>Substantial Completion: <u>August 7, 2016</u></p> <p>Ready for final payment: <u>September 6, 2016</u>  <small>days or dates</small></p>

CHANGES ORDERED:

I. GENERAL This change order is necessary to cover changes in the work to be performed under this Contract. The General Conditions, Supplementary Conditions, Specifications and all parts of the Project Manual listed in Article 1, Definitions, of the General Conditions apply to and govern all work under this change order.

II. REQUIRED CHANGES:

CONTRACT PRICE: The contract price is hereby increased by \$ 851.00

CONTRACT TIME: The contract time is not changed

III. JUSTIFICATION:

CONTRACT PRICE: The contract included an allowance for steel repairs for clarifier rehabilitation and other items, the allowance is \$5,000.00. The following list of items were identified during the project to be addressed under this allowance. The total of all items exceeded the \$5,000.00 allowance by \$851.00.

1. Installation of additional brackets for spiral screen control panel. The panel was shown to be mounted on the existing handrail, due to size of the panel additional supports were mounted to the concrete structure.
2. Oil pump power feed voltage change. Panel was specified to feed the oil pumps at 120v, the pumps are 480v and provisions were made in the control panel for this power service.
3. Steel repairs at clarifier per attached invoice.
4. 6" SS skirt at base of clarifier sludge collector column. Existing skirt was deteriorated and not able to be reinstalled.
5. Scum beach wash down water installed with new 1" PVC, sprayers and ball valve.

Item #	Description	Costs
1	Spiral Screen Control Panel Brackets	\$308.00
2	Oil Pump Voltage Change	\$1,343.00
3	Clarifier Steel Repairs	\$3,200.00
4	6" SS Skirt for Sludge Collector	\$600.00
5	Scum Beach Wash Water	\$400.00
	<b>Subtotal</b>	<b>\$5,851.00</b>
	Steel Repair Allowance	\$5,000.00
	<b>Change Order Amount</b>	<b>\$851.00</b>

CONTRACT TIME: The project contract time is not changed.



IV. PAYMENT: Payment for such changes shall be made with the progress payments to the Contractor, as described in the Contract.

V. APPROVAL AND CHANGE AUTHORIZATION:

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Acknowledgments:

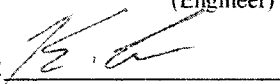
The aforementioned change, and work affected thereby, is subject to all provisions of the original contract not specifically changed by this Change Order; and,

The change in price and/or delivery date described, is considered to be fair and reasonable and has been mutually agreed upon in full agreement and final settlement of all claims arising out of the modification including all claims for delays and disruptions resulting from, caused by, or incident to such modifications and change orders.

It is expressly understood and agreed that the approval of the Change Order shall have no effect on the original contract other than matters expressly provided herein.

RECOMMENDED BY:

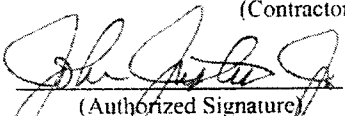
Quentin L. Hampton Associates, Inc.  
(Engineer)

By:  6/14/16  
(Authorized Signature) (Date)

Kevin Lee, P.E., Project Manager

ACCEPTED BY:

McMahan Construction  
(Contractor)

 6/14/16  
(Authorized Signature) (Date)

JOHN JUSTUS JR., VICE PRESIDENT

APPROVED BY:

\_\_\_\_\_  
(Owner)

By: \_\_\_\_\_  
(Authorized Signature) (Date)

\_\_\_\_\_  
(Authorized Signature) (Date)

\_\_\_\_\_

\_\_\_\_\_

**Lemoine's Welding, Inc.**

Lake Helen, FL 32744

Phone (386) 228-0579

Nextel (386) 804-1848

**Invoice**

DATE	INVOICE #
5/3/2016	11531

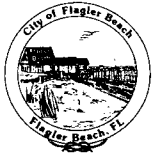
<b>BILL TO</b>
McMahan Construction Co., Inc. 123 E. Indiana Ave. P.O. Box 223 Def. and, Fl. 32721-0223

P.O. NO.	TERMS	OUR ORDER #
John J.	NET 14	

QUANTITY	DESCRIPTION	RATE	AMOUNT
1	1. Fabricate and install 8 reinforcing plates at the 6" channel connection on the center drum. 2. Weld new strut at the gear box. 3. Replace (4) 1/2" rods at the rectangular tabing. 4. Cut the lips back on the scum trough to get it back to straight. 5. Fabricate new 1-1/2" backing plates for the rubber on the scum arm. 6. Patch a 6" hole and the nipple on the trough. 7. Patch 5 holes in the rectangular tube that is the scum arm 8. Rewed the latch on the S.S. electrical box	3,200.00	3,200.00

<b>Subtotal</b>	\$3,200.00
<b>Sales Tax (6.5%)</b>	\$208.00
<b>Total</b>	\$3,408.00

\$ 3,200.00



# FLAGLER BEACH CITY COMMISSION

City Manager's Report

Item No. 11

Meeting Date: 06-23-2016

Issue: Award the South Central Avenue (3500 Block) Drainage Improvement Project to S. E. Cline Construction in the amount of \$51,725.48.

From: Robert Smith , Public Works Director

Organization:

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**RECOMMENDATION:** Award the Project to S.E. Cline Construction.

**BACKGROUND:** The South Central Avenue (3500 Block) Drainage Improvement Project is in the Ocean Palms Subdivision. The Ocean Palms Subdivision project is in the Storm Water Master Plan and originally high on the priority list. Due to unforeseen events, the project was delayed and the City currently wishes to improve the 3500 Block section before completing the overall subdivision project. This area has been the worst area for erosion and roadway flooding on South Central during storm events. S. E. Cline Construction is familiar to the City and has been found to be a responsive, responsible contractor.

**BUDGETARY IMPACT:** Finance Director: The City budgeted \$45,000 for Stormwater Capital Projects in the 2015/16 Budget. Earlier this year, the work assignment with Quentin Hampton for this project in the amount of \$9,920 was approved. A budget amendment of \$16,700 will be needed using Stormwater Funds.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

**PERSONNEL:**

**POLICY/REQUIREMENT FOR BOARD ACTION:**

**IMPLEMENTATION/COORDINATION:**

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## Attachments

- Letter of Recommendation and bid tabulation from Quentin L. Hampton Associates, Inc. dated June 13, 2016.

BRAD T. BLAIS, P.E.  
DAVID A. KING, P.E.  
ANDREW M. GIANNINI, P.E.  
KEVIN A. LEE, P.E.

Quentin L. Hampton Associates, Inc.  
**Consulting Engineers**  
P.O. DRAWER 290247  
PORT ORANGE, FLORIDA 32129-0247

TELEPHONE: (386) 761-6810  
FAX: (386) 761-3977  
EMAIL: qlha@qlha.com

June 13, 2016

Mr. Bob Smith  
Public Works Director/City Engineer  
City of Flagler Beach  
105 Second Street  
Flagler Beach, FL 32136

Email: [RSmith@cityofflaglerbeach.com](mailto:RSmith@cityofflaglerbeach.com)  
Hard Copy Mailed Only on Request

**CITY OF FLAGLER BEACH  
SOUTH CENTRAL AVENUE (3500 BLOCK)  
DRAINAGE IMPROVEMENT  
AWARD RECOMMENDATION**

Dear Mr. Smith:

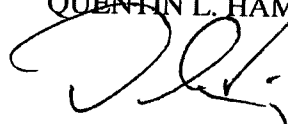
Enclosed please find the bid tabulation for the bids on the project received by the City on June 6, 2016. Four (4) bids were received with S.E. Cline Construction of Palm Coast submitting the lowest bid in the amount of \$51,725.48.

We have reviewed S.E. Cline's bid and found it complete. A \$78 mathematical error was found in their bid, but did not have any effect to the bid price ranking. S.E. Cline is a local business vendor per City ordinance, so therefore the ordinance does not affect the bid price ranking.

The City and our firm is familiar with S.E. Cline having successfully completed past projects with them. S.E. Cline holds a current State certified general contract license in good standing with no complaints. In our opinion, S.E. Cline has the necessary resources and experience to construct this project. We therefore recommend the bid award to S.E. Cline in the amount of \$51,725.48.

Contact our office if you have any questions.

Sincerely,  
QUENTIN L. HAMPTON ASSOCIATES, INC.



David A. King, P.E.  
Vice President

DAK:mt:bf

Enclosure: (bid tabulation)

**SOUTH CENTRAL AVENUE (3500 BLOCK) DRAINAGE IMPROVEMENTS  
 BID TABULATION  
 BID OPENING: JUNE 6, 2016, 2 P.M.**

Item	Description	Est. Qty.	Unit	S.E. Cline Construction Palm Coast, FL		Hazen Construction New Smyrna Beach, FL		J.D. Weber Construction Ormond Beach, FL		Tomoka Construction Flagler Beach, FL	
				Unit Cost	Cost	Unit Cost	Cost	Unit Cost	Cost	Unit Cost	Cost
1	Preconstruction Video	1	LS	\$625.00	\$625.00						
2	Soil/Erosion Control	1	LS	\$390.00	\$390.00	\$2,000.00	\$2,000.00	\$2,294.00	\$2,294.00	\$2,880.00	\$2,880.00
3	Field Locate Expose, and Survey Utilities	1	LS	\$2,875.00	\$2,875.00	\$850.00	\$850.00	\$529.00	\$529.00	\$3,305.00	\$3,305.00
4	Traffic Control	1	LS	\$625.00	\$625.00	\$4,000.00	\$4,000.00	\$5,661.00	\$5,661.00	\$5,055.00	\$5,055.00
5	Compliance with Trench Safety Act	1	LS	\$1,000.00	\$1,000.00	\$4,000.00	\$4,000.00	\$1,943.00	\$1,943.00	\$5,855.00	\$5,855.00
6	Storm Pipe										
	a 24" RCP ( 117 LF shown on plans)	120	LF	\$54.16	\$6,499.20	\$52.00	\$6,240.00	\$80.58	\$9,669.60	\$106.75	\$12,810.00
	b 18" RCP ( 112 LF shown on plans)	120	LF	\$42.43	\$5,091.60	\$42.00	\$5,040.00	\$86.24	\$10,348.80	\$96.75	\$11,610.00
7	Swale	1	LS	\$6,625.56	\$6,625.56	\$6,500.00	\$6,500.00	\$2,824.00	\$2,824.00	\$4,400.00	\$4,400.00
8	Storm Structures										
	a C Inlet (3 EA shown on plans)	3	EA	\$2,486.38	\$7,459.14	\$3,500.00	\$10,500.00	\$3,484.00	\$10,452.00	\$2,060.00	\$6,180.00
	b MES (1 EA shown on plans)	1	EA	\$1,369.08	\$1,369.08	\$1,300.00	\$1,300.00	\$3,265.00	\$3,265.00	\$1,125.00	\$1,125.00
9	Furnish and Install Rip Rap	1	LS	\$3,156.25	\$3,156.25	\$3,500.00	\$3,500.00	\$6,260.00	\$6,260.00	\$6,040.00	\$6,040.00
10	Open Cut and Repair Asphalt Road	25	SY	\$225.61	\$5,640.25	\$90.00	\$2,250.00	\$126.00	\$3,150.00	\$105.60	\$2,640.00
11	Concrete Driveway Open Cut and Repair	90	SY	\$69.46	\$6,251.40	\$40.00	\$3,600.00	\$35.00	\$3,150.00	\$51.80	\$4,662.00
12	Furnish and Install Sod	1,100	SY	\$2.73	\$3,003.00	\$3.00	\$3,300.00	\$3.56	\$3,916.00	\$5.00	\$5,500.00
13	Layout/As-Builts	1	LS	\$775.00	\$775.00	\$3,500.00	\$3,500.00	\$2,112.00	\$2,112.00	\$3,125.00	\$3,125.00
14	Unsuitable Material Excavation/Replacement	20	CY	\$17.00	\$340.00	\$30.00	\$600.00	\$37.44	\$748.80	\$100.00	\$2,000.00
<b>Total</b>				<b>\$51,725.48</b>		<b>\$58,180.00</b>		<b>\$66,563.20</b>		<b>\$78,187.00</b>	

S.E. Cline - Error in price extension Bid Item 12 - Corrected Total Shown



# FLAGLER BEACH CITY COMMISSION

City Manager's Report

Item No. 12

**Meeting Date:** 06-23-2016

**Issue:** Approve a Memorandum of Understanding between HHH Management, Inc. and City of Flagler Beach for parking during the Fourth of July event

**From:** Larry Newsom, City Manager

**Organization:** COFB

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**RECOMMENDATION:** Approve the MOU and authorize the Mayor to sign.

**BACKGROUND:** City Manager Newsom has negotiated with HHH Property Management for the use of the former Food Lion Plazas parking lot for overflow parking associated with the Fabulous Fourth of July Event. In addition to the use of the lot. The City Manager has made arrangements with Flagler County for use of their transportation Department busses and vans

**BUDGETARY IMPACT:** HHH Management is not asking for payment for the use of the lot.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

**PERSONNEL:**

**POLICY/REQUIREMENT FOR BOARD ACTION:**

**IMPLEMENTATION/COORDINATION:**

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## Attachments

- Memorandum of Understanding



**MEMORANDUM OF UNDERSTANDING  
BETWEEN the HHH Management, Inc. AND the City of Flagler  
Beach**

1. **Parties.** This Memorandum of Understanding (hereinafter referred to as "MOU" is made and entered into by and between the:

HHH Management, Inc.  
2206 West Atlantic Ave  
Delray Beach, FL 33445

City of Flagler Beach  
P.O. Box 70, 105 S. 2<sup>nd</sup> St.  
Flagler Beach, FL 32136

Herein after referred to as "HHH" and "City".

2. **Purpose.** The purpose of this MOU is to establish the terms and conditions under which HHH will provide parking areas and use of to the City.

3. **Term of MOU.** This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the respective parties to this MOU and shall remain in full force and effect for not longer than one (1) year beyond the approval date. This MOU may be terminated, without cause, by either party upon thirty (30) days written notice, which notice shall be delivered by hand or by certified mail to the address listed above.

4. **Payment.** The City will pay the HHH for any repairs to grounds, equipment, determined damage, etc. upon receipt of an invoice. All will be discussed between both parties and, if needed, pictures will be submitted and based on cost, the City Manager may be required to submit a recommendation to the City Commission for Budget allocation.

5. **Liability.** The City agrees to indemnify and hold HHH harmless as to claims brought by a third parties against HHH for property damage, bodily injury, and death caused by the negligence of the City or of the City's officers or employees related to the City's use of the parking areas provided pursuant to this MOU. The City's liability to HHH under the preceding sentence shall not include punitive damages, or interest for the period before judgment. Additionally, the City shall not be liable pursuant to this indemnity to pay a claim or judgement by any one person which exceeds the sum of \$200,000 or any claim or judgement, or portions thereof, which, when totaled with all other claims or judgements paid by the City arising out of the incident or occurrence, exceeds the sum of \$300,000.

6. **Responsibilities of HHH.** The Corporation known as HHH will be responsible for determining a schedule for use of their parking area and what defined area will be used for off-site parking for events. The defined area may change at the wishes of HHH. The designated areas is a shopping center, therefore, available parking spaces may change based on lease agreements with tenants of the shopping center.

## **7. Responsibilities of the City.**

- The City will provide HHH (parking site) with garbage cans and portable toilets with complete services. There will be at least one ADA unit onsite.
- The City will ensure the parking area is clean within 24 hours of completed use.
- The City will be responsible for all traffic control in the area and will place and remove all signage, barricades or other methods used to designate parking area.
- The City will meet with HHH after the event to review any needed improvements before next requested use.

## **8. General Provisions.**

**A. Amendments.** Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument and effective when executed and signed by all parties to this MOU.

**B. Applicable Law.** The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Florida. The court of the State of Florida that shall have jurisdiction over any action arising out of this MOU and over the parties and the venue shall be the 7<sup>th</sup> Judicial District of the Flagler County Court.

**C. Entirety of Agreement.** This MOU, consisting of 3 pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

**D. Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

**E. Sovereign Immunity.** The City and their respective governing body do not waive their sovereign immunity by entering into this MOU and fully retain all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

**F. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.



**9. Signatures.**

In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein. The effective date of this MOU is the date of the signature last affixed to this page.

Representative:  
HHH Management Inc.

Representative  
City of Flagler Beach

---

Linda Provencher, Mayor

---

Dated:  
June \_\_\_\_, 2016

---

Dated:  
June \_\_\_\_, 2016

**Jeanelle Pagano**

#13

**From:** noreply@civicplus.com  
**Sent:** Monday, June 06, 2016 7:45 PM  
**To:** Jeanelle Pagano  
**Subject:** Online Form Submittal: Advisory Board and Committee Application Form

## Advisory Board and Committee Application Form

First Name	Katherine
Last Name	Petrelli
Street Number	2141
Street Name	North Ocean Shore
Street Type	Blvd
P.O. Box	<i>Field not completed.</i>
City	FLAGLER BEACH
State	Florida
Zip	32136
Phone Number	3866934142
Cell Phone	9546074455
Email Address	<u><a href="mailto:Kipetrelli@gmail.com">Kipetrelli@gmail.com</a></u>
Occupation	Financial Planner / Investment advisor
Number of Years as a Resident	-1
Are you registered to vote in Flagler County	Yes
Please describe your professional and/or volunteer experience which best qualifies you for your selection to the board(s) or committee(s).	Financial Planner / Investment Advisor. LPL Financial Former treasurer Emerald Estates HOA, Weston Active member of the Flager County Church of Christ

Please check all boxes of the Committees you would like to serve.

Boards and Committees

Planning and Architectural Review Board, Investment  
Committee, Personnel Advisory Committee

Have you served on a  
City Board or Committee  
in the past?

No

Email not displaying correctly? [View it in your browser.](#)

RESOLUTION 2016-29

#14

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

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

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

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

Table "A"

<u>Item</u>	<u>Vendor</u>	<u>Quantity</u>	<u>Department</u>	<u>City Tag</u>	<u>Model</u>
Mower	X-Mark	1	Parks/T&D	01127	374520

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

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

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

CITY OF FLAGLER BEACH, FLORIDA  
CITY COMMISSION

ATTEST:

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

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



## FLAGLER BEACH CITY COMMISSION

Item No. 15

**Meeting Date:** 06-23-16

**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

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**RECOMMENDATION:** Approve Resolution 2016-30.

**BACKGROUND:** During the course of the fiscal year 2015-16 a few items that were not originally budgeted are needed to maintain normal city operations.

1. One of our ATV's for the beach department is inoperable and needs to be replaced immediately. The condition of the other ATV is not good and will end up costing us money in repairs. The ATV's were purchased in 2013 and 2014. Originally, our capital plan called for replacement of an ATV every year, but was not funded in 2015/16. Staff recommends replacing both ATV's this year and scheduling future replacements in the Capital Plan. An amendment in the amount of \$12,500 from Unrestricted General Fund will be needed.
2. New radios for the lifeguards were purchased earlier this year; additional equipment and licensing is needed to be able to run lifeguard operations proactively. An amendment in the amount of \$6,500 is needed from Unrestricted General Fund.
3. The city had two old ice machines to provide cold water for our public works, sanitation and maintenance departments; both are inoperable and need to be replaced immediately. An amendment for the \$7,700 purchase will be funded by Unrestricted General Fund, Utility and Sanitation Funds.

**BUDGETARY IMPACT:** Appropriated General Fund Balance will increase by \$21,567; Appropriated Utility Fund Balance will increase by \$2,567; Appropriated Sanitation Fund will increase by \$2,567.

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

**PERSONNEL:** N/A

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

**IMPLEMENTATION/COORDINATION:** N/A

### Attachments

- Resolution 2016-30

RESOLUTION 2016-30

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

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

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

Increase	001.5392.606400	Capital Equipment – General Fund	\$19,000
Increase	001.5191.606401	Equipment Maintenance	\$ 2,567
Increase	001.3800.389102	General Appropriated Fund Balance	\$21,567
Increase	403.5341.606401	Equipment – Sanitation	\$ 2,567
Increase	403.3800.389102	Sanitation Appropriated Fund Balance	\$ 2,567
Increase	401.5332.606401	Equipment – Utility	\$ 2,567
Increase	401.3800.389102	Utility Appropriated Fund Balance	\$ 2,567

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 JUNE, 2016.

ATTEST:

CITY OF FLAGLER BEACH, FLORIDA  
CITY COMMISSION

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

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

#16

RESOLUTION 2016-31

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, APPROVING A BUSINESS CREDIT CRAD ACCOUNT WITH SUNTRUST BANK, PROVIDING FOR CONFLICT; AN EFFECTIVE DATE

WHEREAS, the City of Flagler Beach utilizes credit card accounts for convenience in purchasing necessary items for various departments to function, and

WHEREAS, Chapter II, Administration of the Flagler Beach Code of Ordinance regulates purchasing and provides regulatory procedures for purchasing of goods for use by the City.

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

SECTION 1. This resolution will authorize the City Manager, Finance Director and City Clerk to execute and deliver on behalf of the City any documents, agreements, or other instruments the bank may require in order to establish and administer the card account.

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

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

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

CITY OF FLAGLER BEACH, FLORIDA  
CITY COMMISSION

ATTEST:

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

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



Unincorporated Organization Certificate of Authority
(Commercial Credit Card Account)

I, the undersigned, hereby certify that I am the City Clerk and custodian of the records of The City of Flagler Beach (the "Organization"), that the following is a true and correct copy of certain resolutions duly adopted by the board of trustees or other governing body of the Organization at a meeting duly held on the 23rd day of June, 2016 at which a quorum was present and acting, and that the following resolutions are in conformity with the charter and by-laws of the Organization and have not since been rescinded or modified.

RESOLVED that the Organization enter into a commercial credit card account ("Card Account") relationship with SunTrust Bank ("Bank") and that any 3 (number required) of the individuals listed below:

Table with 2 columns: Print Name, Title. Rows include Kathleen Doyle (Finance Director), Penny Overstreet (City Clerk), and Larry Newsom (City Manager).

Is (are) authorized to enter into, and execute and deliver on behalf of this Organization any agreements, documents, or other instruments the Bank may require in order to establish and administer the Card Account, and that this Organization shall be bound by the terms and conditions of said agreements, documents, or other instruments as the same may be amended from time to time.

FURTHER RESOLVED, that the undersigned is (are) authorized and directed to furnish the Bank a certified copy of these resolutions, which resolutions shall continue in full force and effect until written notice of modification or revocation of the same has been received by the Bank and the Bank has had reasonable time to act on such notice, and to furnish to the Bank the names and specimen signature of the authorized person(s) named herein, and those persons from time to time holding such positions.

I hereby certify that the following are the names and specimen signatures of the authorized person(s) designated in the foregoing resolutions and that each presently holds that title indicated and has full authority for all acts noted herein.

Table with 3 columns: Print Name, Title, Signature. Row includes Linda Provencher (Mayor).

IN WITNESS WHEREOF I have hereunto subscribed my name and affixed the seal of said Organization this 23rd day of June, 2016.

(Organization Seal)
Signature \_\_\_\_\_ Title \_\_\_\_\_





For Bank Use Only

Promotion Code	Status Code
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To help the government fight the funding of terrorism and money laundering activities, federal law requires us to collect and verify your name, address, Social Security number and birth date. We may also ask to see your driver's license or other identifying documents.

### Business Credit Card Application

#### About Your Business

Business Legal Name City of Flagler Beach		Tax ID # 59-6002308	
Business Name to Appear on Card (if different from Legal Name-Max. 21 characters) City of Flagler Beach		Tax ID Type <input checked="" type="checkbox"/> Business <input type="checkbox"/> Personal <input type="checkbox"/> Non-Resident Alien	
Legal Structure			
Municipality			
Street Address (Physical address other than P.O. Box) 105 S 2 Street		City Flagler Beach	State FL
		Zip Code 32137	Country USA
Physical Address Structure (Select one): <input type="checkbox"/> APO/FPO Military <input checked="" type="checkbox"/> Domestic <input type="checkbox"/> International <input type="checkbox"/> Rural Route			
Mailing Address (if different from street address)		City	State
		Zip Code	Country
Mailing Address Structure (Select one): <input type="checkbox"/> APO/FPO Military <input type="checkbox"/> Domestic <input type="checkbox"/> International <input type="checkbox"/> Rural Route			
NAICS Code (Industry Type)	To obtain the NAICS Code for your business, visit <a href="http://www.census.gov/eos/www/naics/">http://www.census.gov/eos/www/naics/</a> and enter your business industry type as a keyword (ex: painting, clothing store) in the NAICS Search section.		
Date of Legal Formation 1925	Number of Employees 70	Places of Legal Formation Flagler Beach, FL	
Business Gross Annual Revenue \$10,000,000	Work Phone* 386-517-2000	Cell Phone*	Primary Phone* 386-517-2000
*You agree as follows: On each phone number that you give us on this application, whether land line or cell phone, you consent to SunTrust Bank, its affiliates, our agents, and assignees of any of us contacting you at the number by calling, texting, or sending other electronic messages, from time to time, for any reason about your accounts with SunTrust Bank and its affiliates, including but not limited to, for collection and payment purposes. You agree that automated dialing equipment or prerecorded voice messages may be used for any of these purposes.			

#### About You

<input type="checkbox"/> Guarantor or <input type="checkbox"/> Authorized Signer's	First Name	Middle Initial	Last Name	Checking Account Balance \$
Who Is Your Employer?	Job Title		What Is Your Occupation?	
Authorizing Title (must be one of the following): <input type="checkbox"/> Owner <input type="checkbox"/> Partner <input type="checkbox"/> President <input type="checkbox"/> Vice President <input type="checkbox"/> Treasurer/Secretary <input type="checkbox"/> Other (Explain)				
Ownership %*	Current Owner Since			
Street Address (Physical residential address other than P.O. Box)		City	State	Zip Code
		Country		
Physical Address Structure (Select one): <input type="checkbox"/> APO/FPO Military <input type="checkbox"/> Domestic <input type="checkbox"/> International <input type="checkbox"/> Rural Route				
Social Security Number	Date of Birth	Are you a Non-Resident Alien?	List All Countries of Citizenship	
Home Phone*	Your Email (By providing this information, I authorize SunTrust to send me information via email.)			
Gross Annual Salary and Investment Income (Alimony, child support or separate maintenance income need not be revealed if you do not choose to have it considered for repaying the obligation) \$				
Rewards (Please select one of the following options for rewards on your card account. If left blank, the default is No Rewards.) <input checked="" type="checkbox"/> Cash Rewards <input type="checkbox"/> Point Rewards <input type="checkbox"/> No Rewards				
Overdraft Protection (available with business packaged checking accounts, Analyzed Checking Accounts are excluded) <input type="checkbox"/> Yes, Account Name				
Account Number		Routing/Transit Number		

My signature as the authorized signer and guarantor means that I agree to the Conditions and the SunTrust Business Credit Card Terms and Disclosures on a separate page of this application, the Application information, and the Business Credit Card Agreement that will be sent with the card(s).

Signature of Authorized Officer/Guarantor (see Conditions on separate page of this application)	Date
X	06/23/2016

**Add Additional Cardholders**

Additional Cardholder Name (First, MI, Last)	Social Security #	Additional Cardholder Name (First, MI, Last)	Social Security #
1. See Attached List		2.	
3.		4.	

\* If you would like to include an additional guarantor on this application, please call 800.752.2515 or visit your local branch.

The above-signed Owner or Authorized Signer, on behalf of the above named Company ("Company"), request(s) a Business Credit Card account ("Account") and agree(s) as follows: (1) the Account is governed by the terms and conditions of the SunTrust Business Credit Card Agreement and other disclosures ("Agreement") that will be delivered with the cards, (2) SunTrust Bank ("Bank") and its affiliates are authorized to obtain consumer and/or business information including credit bureau reports, (3) Bank has the right to set-off any of the Company's accounts with Bank or any of Bank's affiliates in order to pay sums due under the Agreement, and (4) the above-signed represent and warrant that (a) the above information is submitted for the purpose of obtaining credit and is true, complete, and accurate, (b) the cards will be used for business purposes only and cannot be used for personal, family, or household purposes, (c) the above-signed has/have read this application and Agreement and agree(s) with its terms, individually and on behalf of the Company, and (d) the above-signed is/are representative(s) of the Company and is/are authorized to apply for the Account and to receive a card and become a Cardholder.

**The Guaranty to which the Owner or Authorized Signer and Guarantor(s) agree(s) is contained on a separate page of this application.**

### Additional Card Holders

Name	Social Security #
Larry Newsom	
Kathleen Doyle	
Penny Overstreet	
Liz Mathis	
Robert Smith	
Robert Pace	
Rick McFadden	
Matt Doughney	
Jim Ramer	
Johnny Lynn	
Bill Clemence	
Allen Watts	
Ruth Young	
Robert Beams	
Bruce Garrison	
Tom Gillin	

Officer ID#	
-------------	--

**SUNTRUST BUSINESS CREDIT CARD TERMS AND DISCLOSURES****Interest Rates and Interest Charges**

<b>Annual Percentage Rate (APR) for Purchases</b>	<b>0%</b> Introductory APR for the first 12 months. After that your APR will be <b>10.49% to 16.49%</b> . Your APR will be based on your creditworthiness. This APR will vary with the market based on the Prime Rate. (See definition of Prime Rate below.)
<b>Other APRs</b>	Balance Transfer APR: <b>10.49% to 16.49%</b> Cash Advance APR: <b>16.49% to 19.49%</b> Overdraft Advances: <b>16.49% to 19.49%</b> These APRs will vary with the market based on the Prime Rate.
<b>Default (penalty) APR and When It Applies</b>	<b>23.99%</b> If You miss two (2) consecutive payments, the Bank has the right, in its sole discretion, to increase the APR for Purchases, Cash/Overdraft Advances, Balance Transfers, and Promotional Balances up to a maximum APR. In the Bank's sole discretion, Your original APRs for Purchases, Cash/Overdraft Advances, and Balance Transfers and Promotional Balances described above may be reinstated after the Account is maintained in good standing for six (6) consecutive months.
<b>Paying Interest</b>	Your Due Date is at least 25 days after the close of each Billing Period. SunTrust will not charge You any interest on Purchases if You pay Your entire (Full Balance) by the Due Date each month. SunTrust will begin charging interest on Cash Advances and Overdraft Advances on the posting date.
<b>Minimum Interest Charge</b>	If SunTrust charges You interest, the charge will be no less than \$0.50.
<b>Fees</b>	
<b>Annual Fee</b>	<b>None</b>
<b>Transaction Fees</b>	<ul style="list-style-type: none"> <li>• Balance Transfer Fee</li> <li>• Cash and Overdraft Advance</li> <li>• Foreign Transaction Fee</li> </ul>
<b>Penalty Fees</b>	<ul style="list-style-type: none"> <li>• Late Payment</li> <li>• Returned Payment</li> <li>• Over-the-Credit Limit</li> </ul>
<b>Other Charges</b>	<ul style="list-style-type: none"> <li>• Stop Payment Fee</li> <li>• Research Fee</li> </ul>

**How We Calculate Your Balance:** We use a method called "average daily balance (including new transactions)." See the Card Account Agreement for more details.

**Loss of Introductory or Promotional APR:** We may end Your introductory or promotional APR and apply the Purchase APR or Balance Transfer APR if You make a late payment.

You are not obligated to accept the Card, and You are not required to pay any fees assessed to the Account (such as the annual fee) unless You accept/use the Account. In addition, SunTrust will refund the annual fee, if You notify SunTrust (within 30 days after You receive Your card and card mailer) that You wish to close Your Account and Your Account is then closed.

"Prime Rate" is the highest Prime Rate as published in *The Wall Street Journal* on the 28th day of each month (or the next business day if the 28th falls on a weekend or holiday). The terms of your account, including APRs, are subject to change. We reserve the right to change the terms (including APRs) at any time, for any reason, in addition to the APR increases that may occur for failure to comply with the terms of your account. Your actual APR will be dependent upon your credit history and the information you supply on your application. Information about the costs of the card described above is accurate as of April 23, 2016. The information may have changed after this date. To find out what might have changed, write Cardmember Services, P.O. Box 4997, Orlando, FL 32802-4997.

**GUARANTY:** The Owner or Authorized Signer and Guarantor(s), jointly and individually, absolutely and unconditionally, agree(s) to be personally liable for the full payment of all obligations, liabilities, and undertakings of the Company, now existing or thereafter arising, from the acceptance and use of the Account. The Owner or Authorized Signer and Guarantor(s) waive(s) the right to require Bank to proceed against the Company and authorize(s) Bank, without notice or approval, to waive, rescind, renew, extend, modify, or otherwise alter any term or condition of the Agreement or the Account or to increase and/or decrease the Account credit line. **THE OWNER OR AUTHORIZED SIGNER AND GUARANTOR(S) CONSENT(S) TO THE ATTACHMENT OR GARNISHMENT OF HIS/HER/THEIR EARNINGS.** The Owner or Authorized Signer and Guarantor(s) agree(s) to subordinate to the obligation of this Guaranty, any debts now existing or hereafter arising of the Company to the Owner or Authorized Signer and Guarantor(s) and authorize(s) Bank, at any time and without demand or notice, to set-off against any deposit balances, funds, accounts, certificates of deposit or other property or monies of the Owner or Authorized Signer and Guarantor(s) now or hereafter in Bank's custody or possession and apply the same to the obligations hereunder of the Owner or Authorized Signer and Guarantor(s). The Owner or Authorized Signer and Guarantor(s) agree(s) to pay all attorneys' fees and other expenses incurred to enforce this Guaranty. Further, pertaining to the Company's Account, the Owner or Authorized Signer and Guarantor(s) hereby instruct(s), consent(s) to, and authorize(s) Bank, or any affiliate, subsidiary or other related entity, to obtain a consumer credit report and any other information relating to the individual credit status of the Owner or Authorized Signer and Guarantor(s) in the following circumstances: (1) the opening of or application for the Account, (2) thereafter, periodically according to Bank's credit review and audit procedures, and (3) Bank's review or collection of the Account. This is a continuing Guaranty and will remain in effect until the Bank receives written notice from the Owner or Authorized Signer and Guarantor(s) terminating or modifying the Guaranty and the Bank has a reasonable time period to act upon such notice. The termination of the Agreement or this Guaranty will not release the Owner or Authorized Signer and Guarantor(s) from liability with respect to any obligations incurred before the effective date of termination. The obligation of the Owner or Authorized Signer and Guarantor(s) under this Guaranty survives any sale or other disposition of the ownership or other interest in the Company and will not be effected by any change of the legal status of the Company or the relationship of the Owner or Authorized Signer and Guarantor(s) with the Company. This Guaranty will be binding on and inure to the benefit of the personal representatives, heirs, administrators, successors or assigns of the Owner or Authorized Signer and Guarantor(s) and the Bank.

All credit cards are subject to credit approval. The SunTrust Business Credit Card is issued by SunTrust pursuant to a license from MasterCard. Once you become a Business Cardmember, we reserve the right to change your account terms should your credit profile change or for other reasons described in your Business Cardmember Agreement.

Overdraft Protection is an option available with business packaged checking accounts (Analyzed Checking Accounts are excluded) when linked to a business credit card. Cash Advance and Transfer fees may apply.

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SunTrust Bank, Member FDIC. ©2016 SunTrust Banks, Inc. SunTrust, SunTrust Rewards and Enterprise Spend Platform are federally registered service marks of SunTrust Banks, Inc.

Applications may be submitted by faxing to 1.866.403.7826 or mailing to SunTrust Bank PO Box 4997 Orlando, FL 32802-4997.

**Cash Rewards Program Summary****SunTrust Business Credit Card with Cash Rewards**

This is a summary of the Cash Rewards Program for your SunTrust Business Credit Card. The complete and most up to date terms for the Cash Rewards Program can be found in the SunTrust Rewards Program Agreement at [www.suntrust.com/rewards](http://www.suntrust.com/rewards). If there is a conflict between this Summary and the Program Agreement, the Program Agreement will govern. Your SunTrust Business Credit Card Account Agreement contains the terms and conditions related to your card account. If there is a conflict between your Business Credit Card Account Agreement and either the Summary or the Program Agreement, the Business Credit Card Account Agreement will govern.

**Cash Rewards Earnings**

Through the Program,<sup>1</sup> you will earn Cash Rewards<sup>2</sup> credits of 1% on new Qualifying Purchases<sup>3</sup> on your Card,<sup>4</sup> if Your Card Account<sup>5</sup> is in Good Standing.<sup>6</sup> There is no restriction on the amount of Cash Rewards that you may earn or redeem, subject to the \$25 minimum redemption amount (see below). SunTrust reserves the right to determine your eligibility for enrollment in the Program and your continued participation. There is no cost for Program participation. If eligible, you are automatically enrolled. Your Cash Rewards Program will be established in the name of the business and all business credit cards associated with the business will be enrolled in the business' designated SunTrust Cash Rewards Account.<sup>7</sup> Only the Primary Authorized Contact<sup>8</sup> can view and redeem Cash Rewards. Participation in and use of the Program may be restricted for certain types of organizations, including, but not limited to, tax-exempt entities and trusts. Please consult your tax and legal advisors to determine if these restrictions apply to your organization.

During the first 12 months after account opening, Qualifying Purchases at participating gas stations and office supply retailers will earn 5% in Cash Rewards credits (of which 1% is the base rate and 4% is a bonus) up to \$2,000 spent during each billing cycle, and all other Qualifying Purchases earn the standard rate of 1%. The 5% Cash Rewards benefit is only available during the first 12 months after account opening. After the first 12 months, Qualifying Purchases at participating gas stations and office supply retailers will earn 3% in Cash Rewards credits (of which 1% is the base rate and 2% is a bonus) up to \$2000 spent during each billing cycle, and all other Qualifying Purchases earn the standard rate of 1%. Gas stations and office supply retailers that qualify for the Cash Rewards bonus rates are those with Merchant Category Classification (MCC) codes 5021, 5111, 5172, 5541, 5542, and 5543. Wholesale clubs and discount stores (MCC codes 5300, 5310) will earn 0.25%. A Qualifying Purchase is determined to qualify for the additional bonus reward rate if the merchant assigns the appropriate MCC code to the transaction information received by SunTrust. All other MCC Codes not specified will earn the base rate of 1%. SunTrust is not responsible for inaccurate reporting by participating merchants.

SunTrust may also award bonus Cash Rewards credits for certain transactions and/or promotions from time to time. (Details will be provided with such offers.)

SunTrust Cash Rewards Accounts are updated daily. Your Card Account billing statement will include your total number of Cash Rewards earned for the then current billing period.

**Cash Rewards Redemption, Expiration, and Forfeiture**

You can redeem Cash Rewards for cash back, gift cards, eGifts, merchandise, travel and experiential rewards, subject to the terms and conditions found in the SunTrust Rewards Program Agreement. Redemptions can be made through the Program website or by calling the Rewards Service Center. After close of the billing period in which the Cash Rewards are earned, if your Card Account is in Good Standing, upon your request, you may redeem your Cash Rewards in U.S. dollars for cash back with a minimum of \$25 and any greater amount (not to exceed the total Cash Rewards earned, but not yet redeemed, on your Card Account at time of redemption). You may redeem your Cash Rewards for cash back through (1) a statement credit to your Card Account or (2) an ACH credit into the deposit account that you designate. Cash Rewards earned on Business Card Accounts that are redeemed through an ACH deposit into a SunTrust checking, savings, or money market account will receive a cash back bonus of 10% or 25% on redemption, depending on your deposit relationship with SunTrust as of the last day of the month preceding redemption, or if you redeem in the first few days of the month, the last day of two months' prior to redemption (see Redemption Details<sup>9</sup>), as follows:

- Clients with SunTrust Business Advantage Plus Demand Deposit Accounts (DDA) will receive a cash back bonus of 25%. On \$100 in base Cash Rewards, these clients would earn an additional \$25, totaling \$125 in Cash Rewards earnings.
- All other clients with a SunTrust business checking, savings or money market account will receive a cash back bonus of 10%. On \$100 in base Cash Rewards, these clients would earn an additional \$10, totaling \$110 in Cash Rewards earnings.

SunTrust will not be liable for fulfilling Cash Rewards redemption requests from persons that SunTrust believes in good faith have authority to act on behalf of the business.

Redemption requests are typically initiated within 5 business days, however, the processing time could be longer. You are still responsible for the minimum monthly payment in any given month that a cash back redemption is applied against your Card Account balance. Therefore, if you wish to avoid interest charges on your Account, you must pay your outstanding balance in full as a statement credit redemption may be delayed in posting to your Account. Cash Rewards credits may not be applied to your Card Account statement to produce a credit balance on your Card Account.

Cash Rewards credits are not your property and cannot be transferred, gifted, sold, attached, pledged or bartered under any circumstance, including disability, death, upon operation of law or in connection with a domestic relations or other legal dispute. SunTrust may suspend redemption rights of your Cash Rewards earnings if a dispute occurs between you and SunTrust or between you and an authorized user or joint owner regarding the business's Card Account or Cash Rewards Account.

Cash Rewards earnings will expire on the last day of the year, 5 years after the year that SunTrust posts the earnings to your SunTrust Cash Rewards Account. Any Cash Rewards earned prior to January 1, 2012 will expire 5 years from the date they were earned.

If you close your Card Account, you must request and redeem your Cash Rewards within 60 days after the date of your Card Account closing. If you request your redemption after you close your Card Account, SunTrust will issue a check in the name of the business for the Cash Rewards. There is no minimum redemption requirement after Card Account closure; however, all earnings less than \$5 are of such nominal value that they will be forfeited and are not redeemable. If you do not redeem your Cash Rewards within 60 days after your Card Account is closed, you will forfeit the Cash Rewards earnings.

Cash Rewards will be forfeited if (1) You file for bankruptcy, or (2) You close every Card Account enrolled in the Program and your Cash Rewards have not

been redeemed within 60 days after your **Card Account** is closed; provided, however, that this 60 day grace period to redeem after **Card Account** closure will not apply if any **Card Account** is not in **Good Standing** at the time of closure and any circumstances of (1) or (2) above apply.

## Additional Information

SunTrust Card Services manages SunTrust Business Credit Card Cash Rewards. For questions or to address concerns about your **Cash Rewards Account** or to redeem **Cash Rewards** earnings, call the Rewards Service Center at 800.255.7125, Monday through Friday from 7:00 a.m. - 9:00 p.m. ET and on Saturday and Sunday from 9:00 a.m. - 9:00 p.m. ET.

If you believe there is an error on your **Cash Rewards Account**, you must report such error to us promptly but in no event more than 60 days after the date the **Qualifying Purchase** or any subsequent adjustment is posted to your SunTrust **Cash Rewards Account**. SunTrust is not liable for any error after that time period, and your SunTrust **Cash Rewards Account** will be deemed correct. SunTrust **Cash Rewards Account** errors are not billing errors under your **Card Account Agreement**. SunTrust's decision regarding any error will be final.

**Taxes.** Earning **Cash Rewards** and redemption of **Cash Rewards** earnings may be subject to income tax and/or other taxes. Any applicable federal, state, or local tax obligations related to the **Program** are your responsibility. Please consult your tax advisor concerning any such income or other tax consequences related to your participation in the **Program**.

**Changes.** SunTrust may, from time to time and in SunTrust's sole discretion, amend, delete, or add to these **Program** terms and may change or limit any aspect of the **Program** and its restrictions, benefits, or features, in whole or in part. Such changes may be retroactive as allowed by applicable law. SunTrust will post any such changes to these **Program** terms at [www.suntrust.com/rewards](http://www.suntrust.com/rewards) and it is your responsibility to review the updated **Program** terms for any such changes.

**Termination.** SunTrust reserves the right to suspend or terminate the **Program** at any time. If the **Program** is terminated, you will be notified of the date by which you must redeem all your accumulated **Cash Rewards** earnings.

## Definitions

The following definitions apply each time the bolded word or phrase is used in this Program Summary.

<sup>1</sup> **Program** or **Rewards Program** means the program offered by SunTrust whereby use of your Card allows your business to earn Cash Rewards in accordance with the Rewards Program Agreement.

<sup>2</sup> **Cash Rewards** are the credits for cash earned on your SunTrust Business Credit Card with Cash Rewards in accordance with the SunTrust Rewards Program Agreement.

<sup>3</sup> **Qualifying Purchases** means any new qualifying net retail purchase transactions (qualifying purchases less credits, returns and adjustments) charged to any Card each billing cycle. **Qualifying Purchases** do not include balance transfers, convenience checks, payments made for stored value cards such as gift cards and similar cards, wire transfers, money transfers, quasi cash or cash-equivalent items (e.g., travelers checks, Rewards and any other items that serve as cash or are convertible to cash), and similar products that may be converted to cash, cash advances (including withdrawals from ATMs and originations from the Card itself), payment of existing Card balances, fees charged by us (for example; annual fees, finance charges, fees and other charges including, but not limited to, fees for products that protect or insure a Card balance), fraudulent/unauthorized transactions, overdraft advances, and purchases made when your Card is not in **Good Standing**. We reserve the right to determine in our sole discretion whether a particular transaction is a **Qualifying Purchase**. A **Qualifying Purchase** is determined to qualify for the additional bonus reward rate if the merchant assigns the appropriate MCC code to the transaction information received by SunTrust. SunTrust is not responsible for inaccurate reporting by participating merchants.

<sup>4</sup> **Card** means your SunTrust Business Credit Card account and the credit card issued under your SunTrust Business Credit Card account enrolled in the Program.

<sup>5</sup> **Card Account** or **Account** means your SunTrust Business Credit Card with Cash Rewards account.

<sup>6</sup> **Good Standing** means that your **Card Account** is not in default and you are in full compliance with the terms of your **Card Account Agreement**.

<sup>7</sup> **Cash Rewards Account** means the rewards account where your business's Cash Rewards credits will be placed. This account is solely used to reflect your Cash Rewards earnings and is not a checking, savings, money market or other deposit-type account. Cash Rewards must be requested and redeemed before they can be made available to you in a deposit account, per the conditions described above and in the SunTrust Rewards Program Agreement.

<sup>8</sup> **Primary Authorized Contact** means the Guarantor or designated user who is authorized to view and redeem Rewards on behalf of the Business Card Account.

<sup>9</sup> **Redemption Details:** For the purposes of the Cash Rewards redemption bonus, your deposit relationship will be determined as of the last day of the month preceding redemption if you redeem after the first calendar day that falls after the first business day of the month. If, however, you redeem on or before the first calendar day of the month that falls after the first business day of the month, then your deposit relationship will be determined as of the last day of the month that is two months' prior to redemption. So, for example, if the first of November is on a Sunday, then:

- If you redeem on Wednesday, November 4, your deposit relationship will be determined on October 31.
- If you redeem on Tuesday, November 3, your deposit relationship will be determined on September 30.
- If you redeem on Sunday, November 1, your deposit relationship will be determined on September 30.

# SunTrust Business Credit Card Rewards Terms



P-1783  
Rev. 3/16

## Point Rewards Program Summary

## SunTrust Rewards Card

This is a summary of the Point Rewards Program for your SunTrust Credit Card. The complete and most up to date terms for the Point Rewards Program can be found in the SunTrust Rewards Program Agreement at [www.suntrust.com/rewards](http://www.suntrust.com/rewards). If there is a conflict between this Summary and the Program Agreement, the Program Agreement will govern. Your SunTrust Credit Card Account Agreement contains the terms and conditions related to your card account. If there is a conflict between your Credit Card Account Agreement and either the Summary or the Program Agreement, the Credit Card Account Agreement will govern.

### Point Rewards Earnings

Through the Program,<sup>1</sup> you will earn 1 Point Reward<sup>2</sup> for each \$1.00 spent on Qualifying Purchases<sup>3</sup> made with your Card,<sup>4</sup> if your Card Account<sup>5</sup> is in Good Standing.<sup>6</sup> There is no restriction on the amount of Point Rewards that you may earn or redeem, subject to the \$25 minimum redemption amount if you redeem your points for cash (see below), and except in cases where your Commercial Card<sup>7</sup> is restricted by the terms of your company's Commercial Card Account Agreement. SunTrust reserves the right to determine your eligibility for enrollment in the Program and your continued participation.

Eligible Business Card<sup>8</sup> Accounts are automatically enrolled, and there is no cost for Program participation. Your Point Rewards Program will be established in the name of the business and all business credit cards associated with the business will be enrolled in the business' designated SunTrust Point Rewards Account. For Business Card Accounts, only the Primary Authorized Contact<sup>9</sup> can view and redeem Point Rewards. Participation in and use of the Program may be restricted for certain types of organizations, including, but not limited to, tax-exempt entities and trusts. Please consult your tax and legal advisors to determine if these restrictions apply to your organization.

The cost to enroll each Commercial Card in the Program is \$75 annually. Commercial Cards must be proactively enrolled in the Rewards Program at the Program website prior to the accrual of any Point Rewards. Please check the terms of your company's Commercial Card Account Agreement or consult with your employer's Commercial Card Program Administrator to confirm whether or not Your Commercial Card account is eligible for enrollment in the Rewards Program to earn Point Rewards. Any Qualifying Purchases made prior to enrollment are not eligible and Point Rewards cannot be applied retroactively.

You can purchase Point Rewards in 3,000 point increments for \$30, up to 30,000 points in each Point Rewards purchase transaction. SunTrust will bill this cost directly to your Card Account. Your Point Rewards purchase is irrevocable upon SunTrust's authorization and purchased Point Rewards are immediately available for obtaining rewards offerings. There is no limit to the number of Point Rewards you may purchase in each calendar year. All purchased Point Rewards are subject to the Program Agreement, including forfeiture. Purchased Point Rewards follow the same rules for expiration and forfeiture described herein.

SunTrust Point Rewards Accounts<sup>10</sup> are updated daily. Your Card Account billing statement will include your total number of Point Rewards earned for the then current billing period.

SunTrust may also award bonus Point Rewards credits for certain transactions and/or promotions from time to time. (Details will be provided with such offers).

### Point Rewards Redemption, Expiration, and Forfeiture

After close of the billing period in which the Point Rewards are earned, if your Card Account is in Good Standing, upon your request, you can redeem Point Rewards for cash back, gift cards, eGifts, merchandise, travel and experiential rewards, subject to the terms and conditions found in the SunTrust Rewards Program Agreement. Redemptions can be made through the Program website at [www.suntrust.com/rewards](http://www.suntrust.com/rewards) or by calling the Rewards Service Center. You may redeem your Point Rewards for cash back in U.S. dollars with a minimum of \$25 and any greater amount (not to exceed the total Point Rewards earned, but not yet redeemed, on your Card Account at time of redemption) through (1) a statement credit to your Card Account or (2) an ACH credit into the deposit account that you designate.

Requests to redeem your Point Rewards for cash are typically initiated within 5 business days; however, processing time could be longer. You are still responsible for the minimum monthly payment in any given month that a cash back redemption is applied against your Card Account balance. Therefore, if you wish to avoid interest charges on your Account, you must pay your outstanding balance in full as a statement credit redemption may be delayed in posting to your Account. When you redeem your Point Rewards credits for statement credit, it may not be applied to your Card Account statement to produce a credit balance on your Card Account.

Most rewards offerings can be shipped within 48 hours from receipt of your order; however, some rewards offerings may take up to 5 days to process, and may take 4-6 weeks for delivery. SunTrust will notify you if additional time is needed to ship your rewards offerings.

Point Rewards credits are not your property and cannot be transferred, gifted, sold, attached, pledged or bartered under any circumstance, including disability, death, upon operation of law or in connection with a domestic relations or other legal dispute. SunTrust may suspend redemption rights of your Point Rewards earnings if a dispute occurs between you and SunTrust or between you and an authorized user or joint owner regarding the business's Card Account or Point Rewards Account.

Point Rewards will expire on the last day of the year, five years after the year in which the Point Rewards posted to your Point Rewards Account. If you close your Card Account, you must request and redeem your Point Rewards within 60 days after the date of your Card Account closing. If you request your redemption after you close your Card Account, SunTrust will issue a check for the Point Rewards. If you do not redeem your Point Rewards within 60 days after your Card Account is closed, you will forfeit the Point Rewards.

There is no minimum redemption requirement after Card Account closure, however, all earnings less than \$5 are of such nominal value that they will be forfeited and are not redeemable.

Point Rewards will be forfeited if (1) you file for bankruptcy, or (2) you close every Card Account enrolled in the Program and your Point Rewards have not been redeemed within 60 days after your Card Account is closed; provided, however, that this 60 day grace period to redeem after Card Account closure will not apply if any Card Account is not in Good Standing at the time of closure and any circumstances of (1) or (2) above apply.

### Additional Information

SunTrust Card Services manages SunTrust Point Rewards. For questions or to address concerns about your Point Rewards Account or to redeem Point



**Rewards earnings**, call the Rewards Service Center at 800.255.7125, Monday through Friday from 7:00 a.m. - 9:00 p.m. ET and on Saturday and Sunday from 9:00 a.m. - 9:00 p.m. ET.

If you believe there is an error on your **Point Rewards Account**, you must report such error to us promptly but in no event more than 60 days after the date the **Qualifying Purchase** or any subsequent adjustment is posted to your SunTrust **Point Rewards Account**. SunTrust is not liable for any error after that time period, and your SunTrust **Point Rewards Account** will be deemed correct. SunTrust **Point Rewards Account** errors are not billing errors under your **Card Account Agreement**. SunTrust's decision regarding any error will be final.

**Taxes**. Earning **Point Rewards** and redemption of **Point Rewards** earnings may be subject to income tax and/or other taxes. Any applicable federal, state, or local tax obligations related to the **Program** are your responsibility. Please consult your tax advisor concerning any such income or other tax consequences related to your participation in the **Program**.

**Changes**. SunTrust may, from time to time and in SunTrust's sole discretion, amend, delete, or add to these **Program** terms and may change or limit any aspect of the **Program** and its restrictions, benefits, or features, in whole or in part. Such changes may be retroactive as allowed by applicable law. SunTrust will post any such changes to these **Program** terms at [www.suntrust.com/rewards](http://www.suntrust.com/rewards) and it is your responsibility to review the updated **Program** terms for any such changes.

**Termination**. SunTrust reserves the right to suspend or terminate the **Program** at any time. If the **Program** is terminated, you will be notified of the date by which you must redeem all your accumulated **Point Rewards** earnings.

## Definitions

The following definitions apply each time the bolded word or phrase is used in this Program Summary.

- <sup>1</sup> **Program** or **Rewards Program** means the program offered by SunTrust whereby use of your Card allows you to earn Point Rewards in accordance with the Rewards Program Agreement.
- <sup>2</sup> **Point Rewards** means that, if your Card Account is enrolled in the Point Rewards Program, the points that you earn via the Program and which you may use to obtain Rewards Offerings, including cash back, merchandise, gift cards, eGifts and Travel.
- <sup>3</sup> **Qualifying Purchases** means any new retail purchase transactions (qualifying purchases less credits, returns and adjustments) charged to any Card each billing cycle. Qualifying Purchases do not include balance transfers, convenience checks, payments made for stored value cards such as gift cards and similar cards, wire transfers, money transfers, quasi cash or cash-equivalent items (e.g., travelers checks, Rewards and any other items that serve as cash or are convertible to cash), and similar products that may be converted to cash, cash advances (including withdrawals from ATMs and originations from the Card itself), payment of existing Card balances, fees charged by us (for example; annual fees, finance charges, fees and other charges including, but not limited to, fees for products that protect or insure a Card balance), fraudulent/unauthorized transactions, overdraft advances, and purchases made when your Card is not in Good Standing. We reserve the right to determine in our sole discretion whether a particular transaction is a Qualifying Purchase.
- <sup>4</sup> **Card** means your SunTrust Credit Card Account (Business Card or Commercial Card) enrolled in the Program for Point Rewards and the credit card issued under your SunTrust Card Account enrolled in the Program.
- <sup>5</sup> **Card Account** or **Account** means your SunTrust Point Rewards Credit Card account.
- <sup>6</sup> **Good Standing** means that your Card Account is not in default and you are in full compliance with the terms of your Card Account Agreement.
- <sup>7</sup> **Commercial Card** means a SunTrust Corporate Card, Executive Corporate Card or Commercial One Card. Account enrolled in the Program for Point Rewards and the credit card issued under your SunTrust Commercial Card Account.
- <sup>8</sup> **Business Card** means your SunTrust Business Credit Card account enrolled in the Program for Point Rewards and the credit card issued under your SunTrust Business Credit Card Account.
- <sup>9</sup> **Primary Authorized Contact** means the Guarantor or designated user who is authorized to view and redeem Rewards on behalf of the Business Card Account.
- <sup>10</sup> **Point Rewards Account** means the rewards account where your Point Rewards credits will be placed. This account is solely used to reflect your Point Rewards earnings and is not a checking, savings, money market or other deposit-type account. Point Rewards must be requested and redeemed before they can be made available to you in a deposit account, per the conditions described above in these Terms.

# Item 20 Staff Reports

## **Penny Overstreet**

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**From:** Robert Pace  
**Sent:** Thursday, June 09, 2016 4:20 PM  
**To:** Larry Newsom  
**Cc:** Penny Overstreet  
**Subject:** Weekly Report

06/09/2016

Mr. Newsom,

The following are the weekly highlights;

- I have been working on 40 hours of Continual Education Units for the last several weeks. The training hours were required to recertify as a State Instructor II. Those hours were completed as of this week.
- On Tuesday Lieutenant Snyder and FF/EMT J. Feldman attended an 8 hour training class in Vero Beach. The training class was How to Read Your Smoke.
- On Wednesday Technicians from Breathing Air Systems arrived at the station to install air lines and the unit's pneumatic equipment. There were several department members in attendance to go through the technician's in-service training after installation.
- I reported to you earlier in the week that the incident reports for both fires last weekend had been submitted to the clerks. As of this morning both fire inspection reports were delivered to the clerks.
- Tomorrow Lieutenant Kennedy will meet with Nick Carubbe (Site Manager for Santa Maria Del Mar Catholic Church). The purpose of Lt. Kennedy's visit is to finalize the church's safety/evacuation plan.
- This week's training covered Firefighter Safety and Health. The purpose of the training was to identify laws pertaining to occupational safety and health in the fire industry. Upon completion the firefighters were to explain the importance of identifying hazards (Both actual and potential).

Look forward to talking to you soon.

Thanks,  
Bobby

## **Weekly Run Report from 6/3/16 through 6/9/16**

### **CALLS BY INCIDENT TYPE**

**EMS**

**8**

**FIRE**

**2**

**Hazardous Condition (No Fire)**

**3**

**Service Call**

4

**Motor Vehicle Accident**

1

**Fire Alarm**

1

**Water Rescue**

0

**Total Calls**

19

## Penny Overstreet

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**From:** Robert Pace  
**Sent:** Thursday, June 16, 2016 11:37 AM  
**To:** Larry Newsom  
**Cc:** Penny Overstreet  
**Subject:** Weekly Highlights

Mr. Newsom,

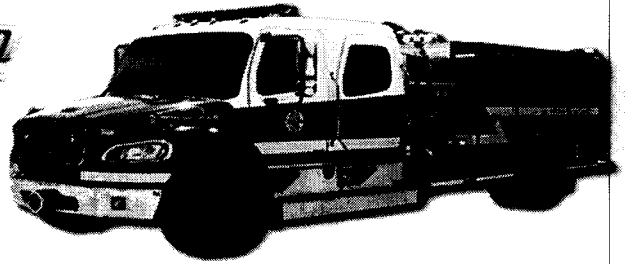
The following are the weekly highlights;

- Paul Stevenson ( the Rosenbauer Rep.) visited the station earlier in the week. The point of his visit was to deliver a pull strap for the rear compartment, hose bed covers, and to determine some type of cover for the wire harness in cab. Ladder 11 also received maintenance work at Maudlin International on Monday.
- The department's IAP (Incident Action Plan for the 4<sup>th</sup>) was completed this week and submitted to Chief Fraser of the Bunnell Fire Department. He is the Planning Chief for the event and will complete a final IAP that addresses all agencies participating.
- FF/EMT A. Forehand conduct an AED training class at the Police Department this week. The training was a refresher for some of the officers, but a useful introductory tool for the recent new hires.
- Training was held Monday – Wednesday at the home scheduled for demolition located in the S. 1600 block. Crews from multiple agencies utilized the training house and I have received nothing but positive feedback.
- Lieutenant Snyder attended both a New World Systems and Communication User's Group meetings at the EOC on Wednesday. One of the bigger topics was the discussion on unit identifiers.
- As previously mentioned, PSAs were posted on the city's/department's websites and an announcement made on SURF 97.3 on Wednesday concerning special needs residents. I have also been in contact with Commissioner Mealy who is going to coordinate with some ladies in the Women's Club to get the word out to local special needs residents.

I look forward to talking to you soon.

Thanks,

Bobby Pace  
Fire Captain  
Flagler Beach Fire Department



# Flagler Beach Fire Department

Weekly Run Report from 6/10/16-6/16/16

## CALLS BY INCIDENT TYPE

### EMS

14

### FIRE

1

### Hazardous Condition (No Fire)

2

### Service Call

9

### Motor Vehicle Accident

2

### Fire Alarm

5

### Water Rescue

0

### Total Calls

33



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

**Captains Weekly Report**

From: Friday	6/3/2016	To: Thursday	6/9/2016
Calls For Service	84	Reports Written	24
Self-Initiated	62	Comm. Policing	26
Traffic Stops	24	Security Checks	340
		Citations Issued	18
		Warnings (Written/Verbal)	31

**Captains Weekly Summary**

1<sup>st</sup> Friday: This month's musical guest was G.W. Souther and they play to an enthusiastic crowd estimated at 800-900. The weather was hot and humid, but that didn't distract from the good music and good times that was had by all. One (1) parking citation was issued for a vehicle blocking the exit of City Hall. Next month's 1<sup>st</sup> Friday is scheduled for July 1<sup>st</sup>.

Friday: 6/3/16 @ 12:53 p.m. / Animal Bite / 3600 Block of South Central Avenue: The reporting party's girlfriend is a U.S. Postal Carrier and while delivering mail at a residence she was bitten by a homeowner's dog. The victim received medical treatment on scene and the Humane Society and Health Department were notified. The dog was quarantined at the residence and the dog was current on its rabies shots.

Friday: 6/3/16 @ 6:09 p.m. / Structure Fire / 900 Block of North Oceanshore Boulevard: An electrical box caught fire causing surrounding brush and the rear of a structure to catch fire. Officers assisted in traffic control as our City Fire Department contained and extinguished the fire. No injuries were reported.

Friday: From 2:17 a.m. to 4:01 a.m. bicycle patrols were conducted of the south end of the barrier island due to recent crime in area; no problems to report. From 1:17 a.m. to 2:00 a.m. community policing was conducted in the area of South 6th Street due to recent complaints of noise and speeding; no problems to report. Security checks were conducted at Poor Watt's at 11:50 p.m. and again during bar closing. The parking lot was cleared with no problems to report.

Saturday: Two (2) of our Officers assisted Agents from the State's Division of Alcoholic Beverages & Tobacco with business compliance checks in the City. The compliance checks were conducted at eight (8) establishments in the City that sell alcoholic beverages and tobacco and five (5) Notice to Appears were issued to individuals that sold either alcohol or tobacco to underage operatives supplied by the State. Additional compliance checks will be conducted by the State Agents in the future.

Saturday: 6/5/16 @ 3:03 a.m. / Structure Fire / 1500 Block of South Daytona Avenue: Officers arrived on scene to a fully involved house fire. Officers assisted Ladder 11 until additional Fire personnel arrived on scene. Officers maintained scene security after the additional Fire personnel arrived and the scene was eventually turned over to State Fire Marshall.

Sunday: 6/6/16 @ 1:15 a.m. / D.U.I. Arrest / 2000 Block of Palm Drive: Officers were dispatched to a suspicious vehicle backed in driveway of a vacant residence. Upon arrival, Officers observed a male sleeping in the vehicle that was backed into the driveway. The subject was awakened and the investigation concluded that the subject was intoxicated and in control of the vehicle. The male subject was arrested for DUI without incident and transported to the Flagler Inmate Facility.

Monday: Captain Doughney participated in a countywide multidisciplinary conference call in reference to Tropical Storm Colin.

Tuesday: 6/7/16 @ 1:33 p.m. / Narcotics Arrest / 1200 Block South Daytona Avenue: A traffic stop was conducted in reference to a reckless driver report. Upon contacting the driver the odor of cannabis was emanating from the interior of the vehicle. A search of the vehicle resulted in the seizing of several grams of suspected cannabis. Due to the location of the substance found, all three (3) juveniles in the vehicle were arrested and released to their parents.

Wednesday: Captain Doughney and Sergeant Arcieri attended the Palm Coast Kiwanis Clubs "Law Enforcement Recognition" luncheon held at the Elks Club. Sergeant Arcieri was recognized as our Departments "Officer of the Year" and there were representatives present from the Bunnell Police Department and the Flagler County Sheriffs Office as well.

Wednesday: 6/8/16 / 1:34 p.m. / Burglary Vehicle / 2200 Block of Moody Boulevard: The victim called in to report that an unknown male suspect entered her Mercedes SUV and took her purse. The victim stated that she believes she locked her doors, however there was no sign of forced entry. A local BOLO was put out, but the suspect was not located.

Thursday: 6/9/16 @ 12:01 a.m. / Sex Offense (Arrest) / 215 South Oceanshore Boulevard: Officers conducted a proactive security check of the Pier due to observing a group of subjects congregating. While on scene Officers received a complaint from two (2) juvenile females that a male had exposed himself to them moments earlier. An investigation was conducted, the suspect was contacted and interviewed and post Miranda the suspect admitted to exposing himself. The suspect was arrested without incident and transported to the Flagler Inmate Facility on the following charges: Lewd & Lascivious Exhibition (X2) to a Person under 16 years of age. Good Job!



Recreation Staff report  
Tom Gillin  
Recreation Director  
May 2016

1. Junior Lifeguards
  - a. Visited Rymfire, Wadsworth and Imagine and First Baptist Elementary Schools to promote water safety and Junior Lifeguards
  - b. Began registration for summer programs.
  
2. Music in the Park
  - a. May 6th, "Mercury 49's" performed
    - i. Approximately 800 people attended.
    - ii. First annual photo contest rescheduled for June
  - b. Next event is planned for June 3rd
  
3. Lifeguards
  - a. Completed USLA ocean training of lifeguards for 2016 season.
  - b. Scheduled training for Saturdays and Sundays in May.
    - i. All lifeguards meet USLA requirements.
    - ii. Training included CPR and First Aid and ocean rescue.
  - c. Began Full time lifeguard coverage on Memorial Day weekend.
  
4. Pier Bait Shop
  - a. Supervised pier operations for May
  - b. Planned for June schedule
  - c. Reviewed procedures for fireworks on the pier.
  
5. Special Events
  - a. Continued planning for July 4<sup>th</sup> weekend.
  - b. USLA Southeast Regional Lifesaving Championships
    - i. Will be in Siesta Key July 13, 14, 15
    - ii. Junior Lifeguard Competition in Hollywood Beach, July 23