

REGULAR MEETING OF THE FLAGLER BEACH CITY COMMISSION THURSDAY, MAY 12, 2016
AT 5:30 P.M. AND TO BE CONTINUED UNTIL ITEMS ARE COMPLETE. CITY COMMISSION
CHAMBERS, 105 S. SECOND STREET, FLAGLER BEACH, FLORIDA 32136

AMENDED AGENDA

1. Call the meeting to order.
2. Pledge of Allegiance followed by a moment of silence to honor our Veterans, Members of the Armed Forces and First Responders.
3. Proclamations and Awards.
4. Deletions and Changes to the Agenda.
5. Comments regarding items not on the agenda. Citizens are encouraged to speak. However, comments should be limited to three minutes.

CONSENT AGENDA

6. Approve the Minutes of the Regular Meeting of April 14 and April 28, 2016.
7. Approve a Work Assignment to Quentin Hampton Associates, Inc. for Waste Water Treatment Plant Improvements for Fiscal Year 15/16 Phase II in an amount not to exceed \$40,920. – Staff assigned Robert Smith, Public Works Director.
8. Approve a 120 day extension to the Contract with Anfield Consulting for Lobbying Services – Staff assigned Larry Newsom, City Manager.

GENERAL BUSINESS

9. Consider approval of a full-time position for the Pier Coordinator – Staff assigned Liz Mathis.
10. Resolution 2016-25, a resolution by the City Commission of the City of Flagler Beach, Florida, amending Resolution 2015-25 which adopted the 2015/2016 Fiscal Year Salary Schedule, providing for conflict and an effective date – Staff assigned Liz Mathis.
11. Resolution 2016-26, 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.
12. Approve an Interlocal Agreement for Water and Wastewater Service Area; John Anderson Corridor between Flagler County and the City of Flagler Beach – Staff Assigned Larry Newsom, City Manager.

COMMISSION COMMENTS

13. Commission comments, including reports from meetings attended.

PUBLIC HEARINGS

14. Ordinance 2016-03, an ordinance by the City Commission of the City of Flagler Beach, Florida, approving the Collective Bargaining Agreement between the City of Flagler Beach, Florida and the International Union of Police Associations; providing for conflict; providing for severability and providing an effective date – first reading.

STAFF REPORTS

15. Staff Reports.
16. 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.

MINUTES

#6

PRESENT: Mayor Provencher, Chair Mealy, Vice-Chair Shupe, Commissioners Belhumeur, Carney and 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 5:31 p.m.
2. PLEDGE OF ALLEGIANCE FOLLOWED BY A MOMENT OF SILENCE TO HONOR OUR VETERANS, MEMBERS OF THE ARMED FORCES AND FIRST RESPONDERS: Mayor Provencher led the pledge to the flag.
3. PROCLAMATIONS AND AWARDS:
 - A. PROCLAMATION RECOGNIZING APRIL 2016 AS VOLUNTEER MONTH IN THE CITY OF FLAGLER BEACH: Judy Stetson, Susie Gamblain, Charlie Helm and Bob Reese were present to accept the proclamation from the Mayor. Judy Stetson presented Presidential Awards to Carol Abbot, Steve Fields, Luis Flank, Teri Pruden, and Norma Hubber.
 - B. PROCLAMATION DECLARING APRIL 10 THROUGH 16, 2016 AS NATIONAL PUBLIC SAFETY TELECOMMUNICATIONS WEEK IN FLAGLER BEACH: Mayor Provencher presented the proclamation to Captain Matt Doughney.
 - C. PROCLAMATION RECOGNIZING THE FLAGLER BEACH WOMAN'S CLUB 70TH ANNIVERSARY. MAYOR PROVENCHER PRESENTED THE PROCLAMATION TO MEMBERS OF THE CLUB: Mayor Provencher presented the proclamation to the ladies of the Woman's Club.
 - D. PROCLAMATION RECOGNIZING APRIL AS SEXUAL ASSAULT AWARENESS MONTH: Mayor Provencher presented the proclamation to representatives of the Family Life center. Trish Giaconni, asked residents to practice and learn about the "Start by Believing Campaign." Donna Kearney reported there will be a Sunrise Ceremony at 7:00 a.m. on Saturday, April 16, 2016, to honor Victims in Flagler Beach.
4. DELETIONS AND CHANGES TO THE AGENDA: Item 8 has been removed from the agenda.
5. COMMENTS REGARDING ITEMS NOT ON THE AGENDA. CITIZENS ARE ENCOURAGED TO SPEAK; HOWEVER, COMMENTS SHOULD BE LIMITED TO THREE MINUTES: Eric Cooley thanked Larry Tornio for his openness and explanation of a recent issue regarding a large ice machine on the North end of town. Dorothy Strickland asked about the ice machine. Planner Larry Tornio stated the application was reviewed as any other application would be. The initial submittal was for exterior and interior only, the application was amended to include the request for an ice machine. The property is zoned Tourist Commercial, the property is a non-conforming structure, due to the rear set back and the interior side yard setback, is less than the required 5 feet. Mr. Torino stated he had no justification to

deny the request; there were no requirements in the code to shield the unappealing view of the large machine. The property owners have agreed to shield/screen the machine with vinyl slats and it complements the building. None of the compression units will be visible from the street level. The Officials posed questions to the Planner, to which the Planner responded.

CONSENT AGENDA

6. APPROVE THE MINUTES OF THE REGULAR AND SPECIAL MEETINGS OF MARCH 24, 2016:
7. APPROVE THE RENEWAL CONTRACT FOR PIER INSURANCE EFFECTIVE 05-17-2016 TO 05-17-2017 AND AUTHORIZE THE MAYOR TO SIGN ANY NECESSARY DOCUMENTS – STAFF ASSIGNED LIZ MATHIS:
8. APPROVE AN INTERLOCAL AGREEMENT BETWEEN FLAGLER COUNTY AND THE CITY OF FLAGLER BEACH FOR WATER AND WASTEWATER SERVICE AREA JOHN ANDERSON CORRIDOR AND AUTHORIZE THE MAYOR TO SIGN – STAFF ASSIGNED LARRY NEWSOM:
This item was removed from the agenda.

Motion by Commissioner Carney that we move Item No. 7 to make it Item 19. The Commission reached a consensus to hear Item No. 7 after Item No. 18.

City Manager Newsom reviewed the pier insurance proposal, suggesting the coverage at 50%, adding if a storm were to take the pier out FEMA funding would cover the loss. Chair Mealy opened public comments. No comments were received, public comment closed. Motion by Commissioner Carney that we insure the pier and the guard shack at 50% of the appraised value. Commissioner Shupe seconded the motion. The motion and the second were amended to include, approve the renewal and authorize the Mayor to sign. The amended motion carried unanimously. Motion by Commissioner McGrew to approve the minutes. Commissioner Carney seconded the motion. The motion carried unanimously.

The agenda moved to Item 20

GENERAL BUSINESS

9. RECEIVE A PRESENTATION REGARDING THE FLAGLER COUNTY HURRICANE AND STORM DAMAGE REDUCTION PROJECT – CRAIG COFFEY, FLAGLER COUNTY ADMINISTRATOR:
County Commissioner Barbara Revels spoke of the County meeting and she felt it was important for Mr. Coffey to present it to the FB Officials. Craig Coffey, Flagler County Administrator and Faith Alkatib, Flagler County Engineer reviewed the presentation that was previously presented to the County Commission. Mr. Coffey reviewed the funding struggles. Mr. Coffey stated the project is now officially approved Federal project, they are pending design and permitting, currently only have engineers estimates regarding cost. Mr. Coffey reported they are seeking federal funding. Mr. Coffey reported County Staff's recommendations to the County Commission were :
 - Execute Joint Participation Agreement (JPA) with the FDOT to facilitate funding for the design phase in the amount of \$1,000,000.
 - Proceed with the execution of a Contributed Funds Agreement with the Army Corps of Engineers to allow them to begin design phase. This will be initiated by a letter of intent

from Flagler County which states that the County wishes to proceed with the design using non-federal funding and recognizes that it is non-reimbursable.

- Increase lobbying efforts on the federal level to have the project included with the next Water Resources Reform and Development Act (WRRDA) Bill to receive Federal Authorization of the project.
- Continue to lobby on the Federal level for federal funding for the construction phase of the project.
- Execute funding agreement with FDOT (approx. \$3.8 Million) to facilitate funding for the construction phase
- Seek additional funding for the construction phase of the project from FDOT, FDEP, TDC and federal funds.

Mr. Coffey reported Florida Department of Transportation has pledged 250k and 1 million for design, 3.8 million for construction, Florida Department of Environmental Protection does fund construction up to 50% we are one of a few counties that do not have a plan in place if we get approved we get 100% funding for repair if we were to be hit by a hurricane. The City Commission posed questions as follows: Will the City have a seat at the table when construction is discussed. Commissioner Carney asked if the permit has an expiration date. Commissioner Belhumeur inquired about the 10 foot extension of the dune. Commissioner Mealy inquired if they are seeking support from the City Commission for the Staff recommendations. Chair Mealy opened public comments. Hap Cameron presented a recommendation for the dune repair utilizing coquina. Doyle Lewis provided comments. The City Commission suggested Mr. Cameron get on the County's agenda and present the idea to them. Chair Mealy closed public comments. The Commission reached consensus to support the County's efforts with the Hurricane and Storm Damage reduction Project and suggested the City have a seat at the table for the project discussions.

10. CONSIDER APPOINTMENTS TO THE PLANNING AND ARCHITECTURAL REVIEW BOARD FOR THE VACANT SEAT AND THE THREE SEATS OF WHICH THE TERMS HAVE EXPIRED – STAFF ASSIGNED PENNY OVERSTREET: Chair Mealy invited the applicants to explain their interests in applying for the Board. Eric Cooley, Jarod Hutton, Don Deal and Mike Flank reviewed their qualifications. The Commission scored the applicants and provided to the Clerk for tabulation. The Clerk reported the appointments as follows: seat one (1) Michael Flank, seat two (2) Don Deal, seat three (3) Roseanne Stocker, and seat seven (7) Eric Cooley.
11. CONSIDER APPOINTMENTS TO THE PERSONNEL ADVISORY REVIEW BOARD – STAFF ASSIGNED PENNY OVERSTREET: Peter Sepe and Jackie Parrish Hutton reviewed their qualifications for appointment to the board. The Commission completed their scoring sheets and provided them to the clerk for tabulation. Clerk Overstreet reported Peter Sepe and Jackie Hutton were appointed to the Personnel Advisory Review Board.
12. RESOLUTION 2016-16, AMENDING RESOLUTION 2015-24, WHICH ADOPTED THE FY 2015/2016 BUDGET, TO REFLECT A BUDGET AMENDMENT TO PROVIDING FUNDING FOR VARIOUS CITY ACTIVITIES, PROVIDING FOR CONFLICT AND AN EFFECTIVE DATE – STAFF ASSIGNED KATHLEEN DOYLE: Attorney Smith read the title of the resolution into the record. Chair Mealy open public comment. The following person provided comments. Paul Eik. Chair Mealy closed public comments. Motion by Commissioner Carney to

approve Resolution 2016-16. Commissioner Shupe seconded the motion. The motion carried unanimously after a roll call vote.

13. RESOLUTION 2016-17, AMENDING RESOLUTION 2011-42; WHICH ADOPTED A FEE SCHEDULE FOR BUILDING PERMIT AND INSPECTIONS; CREATING A GROWTH MANAGEMENT TECHNOLOGY FEE, PROVIDING FOR CONFLICT AND AN EFFECTIVE DATE – STAFF ASSIGNED KATHLEEN DOYLE: Attorney Smith read the title of the resolution into the record. Chair Mealy opened public comment. No comments offered. Chair Mealy closed public comments. Motion by Commissioner Belhumeur that we approve Resolution 2016-17. Commissioner Shupe seconded the motion. The motion carried unanimously after a roll call vote.
14. PROVIDE STAFF DIRECTION REGARDING MONTESSORI SCHOOL GARDEN IN WICKLINE PARK – STAFF ASSIGNED LARRY NEWSOM: City Manager Newsom stated he is seeking direction from the Commission. Mr. Newsom reported the garden is disheveled and is not part of the lease. Kerri Huckabee the tenant asked the Commission to allow her to retain the garden and felt the garden was an important lesson for her students teaching them to grow their own food and to eat their vegetables. Chair Mealy opened public comment. The following person provided comments. Kerri Huckabee, Linda List, Carla Cline, Alana Carrol, Doyle Lewis, Eric Cooley and Diana Hull. Chair Mealy closed public comments. Commissioner Comments included merging the community garden with the Montessori garden, the lack of available green space at the park, a meeting with the tenant to set parameters and opening up the lease for review. City Attorney Smith advised the Commission on the lease. The Commission reached a consensus to allow the garden to continue for now and to set up a meeting in May to review the terms of the lease.

The meeting recessed at 8:02 p.m.

The meeting reconvened at 8:16 p.m.

15. APPROVE THE AMENDED JOB DESCRIPTION FOR THE CHIEF BUILDING OFFICIAL – STAFF ASSIGNED LARRY NEWSOM: Item 15 and 16 were reviewed together. Attorney Smith read the title of Resolution 2016-18 into the record. The City Manager reviewed the request, stating the Building Official will also take the duty of inspecting our facilities and will be writing the budget. Additionally, responsibilities will include building Maintenance, removing the responsibility from Public Works. Chair Mealy opened public comments. No comments were offered and Chair Mealy closed public comments. Motion by Commissioner Belhumeur to approve the job description for the Chief Building Official. Commissioner Shupe seconded the motion. The motion carried unanimously, after a roll call vote. Mr. Newsom reviewed the amendment to the salary schedule for the Building Official position. Chair Mealy opened public comments. Paul Eik provided comment. Chair Mealy closed public comments. Motion by Commissioner Shupe to approve Resolution 2016-18. Commissioner Belhumeur seconded the motion. The motion carried unanimously after a roll call vote.
16. RESOLUTION 2016-18, AMENDING RESOLUTION 2015-25 WHICH ADOPTED THE 2015/2016 FISCAL YEAR SALARY SCHEDULE, PROVIDING FOR CONFLICT AND AN EFFECTIVE DATE – STAFF ASSIGNED LARRY NEWSOM: Reviewed under item 15.

17. DISCUSSION AND DIRECTION TO STAFF REGARDING GOALS AND RE-ORGANIZATION FOR THE ECONOMIC DEVELOPMENT TASK FORCE – STAFF ASSIGNED PENNY OVERSTREET: Clerk Overstreet stated she is seeking clarification before the resolution regulating the terms and function of the task force is brought before the Commission. The Commission clarified the committee should meet at a minimum of quarterly and that a goal should be to review the density issue. To study all parking restrictions for businesses within the CRA and request Helga van Eckert, Flagler County Economic Development Director, is sent a letter from the committee, asking she attend their meetings as an ex-officio member.
18. APPROVE THE APPLICATION AND REQUIREMENTS FOR THE NATIONAL FLIGHT ACADEMY SCHOLARSHIP – STAFF ASSIGNED PENNY OVERSTREET: The Commission reviewed the revised application and requested minor revisions. City Manager Newsom reported Captain Doughney is arranging a special event “Solar Plunge” to raise funds to pay for the scholarship winner’s transportation to and from Pensacola. Chair Mealy opened public comment. Vern Shank provided public comments. Chair Mealy closed public comments. City Manager Newsom requested a special meeting date be set at the next regular meeting to select the winner and an alternate. Motion by Commissioner Belhumeur that we approve the application as revised. Commissioner Carney seconded the motion. The motion carried unanimously after a roll call vote.

COMMISSION COMMENTS

19. COMMISSION COMMENTS, INCLUDING REPORTS FROM MEETINGS ATTENDED: The Elected Officials reported their attendance at meetings gatherings and events since their last regular meeting. Mayor Provencher received consensus to place a resolution on the next regular meeting agenda to oppose any statewide preemption on local efforts regulating single use plastic bags. The Commission reached a consensus to have the Planner work with the City Attorney regarding allowed uses in the Tourist Commercial Zoning. Commissioner Carney reported she would not be in attendance at the May 12th meeting. Chair Mealy asked the Commission if there was interest in holding the annual Strategic Planning Session. The Commission was in consensus to hold the strategic Planning Session and for the City Manager to meet with the moderator to schedule the meeting.

PUBLIC HEARINGS

20. ORDINANCE 2016-01, AN ORDINANCE BY THE CITY COMMISSION AMENDING ORDINANCE 2015-03, APPENDIX “A” LAND DEVELOPMENT REGULATIONS, SECTIONS 4.07.03(D)(3) AND 4.07.09; SECTION 5.00.10 AMENDING SECTION 202 OF THE FLORIDA BUILDING CODE, BUILDING; SECTION 5.00.11 AMENDING SECTION 202 AND SECTION 1103.5 OF THE FLORIDA BUILDING CODE, EXISTING BUILDING; PROVIDING FOR APPLICABILITY; REPEAL; SEVERABILITY; AND AN EFFECTIVE DATE – SECOND READING – STAFF ASSIGNED KAY MCNEELY: Attorney Smith read the title of the ordinance into the record. Chair Mealy opened public comment. No comments offered. Chair Mealy closed public comments. Motion by Commissioner McGrew to approve Ordinance 2016-01. Commissioner Belhumeur seconded the motion. The motion carried unanimously after a roll call vote.

STAFF REPORTS

21. STAFF REPORTS: Attorney Smith reported on the current status of the Culver Case. City Manager Newsom asked the Commission to set a date for a workshop on the wayfinding signage. The Commission reached consensus to set the date of the meeting for April 26, 2016 between the hours of 3:30 p.m. and 6:30 p.m. City Manager Newsom provided the Commission updates on: Ocean Palm Stormwater Project, Silver Lake Park, Fourth of July, Flagler Sidewalk Project, Moody Lane shoulders, mosquito control property and the available grants for stormwater projects.
22. ADJOURNMENT: Commissioner McGrew put forth a motion to adjourn the meeting at 9:48 p.m. Commissioner Carney seconded the motion. The motion carried unanimously.

Attest:

Penny Overstreet, City Clerk

Jane Mealy, Chair

MINUTES

#6

1. CALL THE MEETING TO ORDER: Chair Mealy called the meeting to order at 5:30 p.m.
2. PLEDGE OF ALLEGIANCE FOLLOWED BY A MOMENT OF SILENCE TO HONOR OUR VETERANS, MEMBERS OF THE ARMED FORCES AND FIRST RESPONDERS: Mayor Provencher led the pledge to the flag.
3. PROCLAMATIONS AND AWARDS:
 - A. PROCLAMATION DECLARING MAY 2016 AS DRUG COURT MONTH: Mayor Provencher presented the proclamation to Mike Felltower and Detective Williams. Detective Williams accepted on behalf on Judge Foxman and Mr. Greenier. Detective Williams reported the next graduation is May 6th at 3:00 p.m at the Courthouse.
 - B. CERTIFICATE OF APPRECIATION TO KEN MOSCONE, ALLSTATE INSURANCE, FOR HIS GENEROUS DONATION OF A GRANT IN THE AMOUNT OF \$1,000 TO THE FLAGLER BEACH POLICE DEPARTMENT: Captain Doughney introduced Ken Moscone, local Allstate Agent, and thanked him for the donation of \$1,000 to the Flagler Beach Police Department. Captain Doughney reported another Solar Plunge is coming for this summer.
 - C. CERTIFICATE OF APPRECIATION TO ERIC COOLEY FOR HIS GENEROUS CONTRIBUTIONS TO THE EMERGENCY SERVICE PERSONNEL CLEANING UP THE CHEMICAL SPILL ON APRIL 21, 2016: Captain Doughney introduced Eric Cooley. Captain Doughney spoke of all of the community efforts Eric is involved in and thanked him for all he has done to support the City and the Police Department.
 - D. CERTIFICATE OF APPRECIATION TO MCDONALD'S STORE # 6030 FOR THEIR GENEROUS CONTRIBUTIONS TO THE EMERGENCY SERVICE PERSONNEL CLEANING UP THE CHEMICAL SPILL ON APRIL 21, 2016: Captain Doughney thanked McDonald's for their assistance in feeding the emergency response officers.
4. DELETIONS AND CHANGES TO THE AGENDA: Chair Mealy reported the minutes are removed from the agenda.
5. COMMENTS REGARDING ITEMS NOT ON THE AGENDA. CITIZENS ARE ENCOURAGED TO SPEAK; HOWEVER, COMMENTS SHOULD BE LIMITED TO THREE MINUTES: Beth Mount hoped the city would consider adding more handicap parking spaces in the downtown area, or a drop off area in front of the pier. Dorothy Strickland spoke of the extra bright lighting on the ice machine on the north side of town. Planner Torino advised it was a temporary light. City Manager Newsom stated he contacted the Building Official and the light will be off during turtle nesting season. Mr. Newsom reported has also contacted

Florida Department of Environmental Protection (FDEP) for their opinion on placement in relation to the Coastal Construction Line.

CONSENT AGENDA

6. APPROVE THE MINUTES OF THE REGULAR MEETING OF APRIL 14, 2016: This item was removed from the agenda.

GENERAL BUSINESS

7. ECONOMIC STATUS UPDATE - HELGA VAN ECKERT, FLAGLER COUNTY DEPARTMENT OF ECONOMIC OPPORTUNITY. HELGA VAN ECKERT REVIEWED A PRESENTATION ON THE ECONOMIC STATUS OF THE COUNTY: Ms. van Eckert reported on the regional partners who participate in Flagler County's development. The targeted industries are Hi-Tech, Aviation, Agriculture, Life Sciences and Health Care. Commissioner Mealy inquired about the former Food Lion location being a brownfield and could the city be part of the county grant program that is cleaning up brownfields. Ms. van Eckert responded yes. The Commission asked Ms. van Eckert if she or a representative of hers, would serve as an ex-officio member on the city's Economic Development Task Force. Ms. Van Eckert advised she would.
8. CONSIDER REQUEST TO VACATE A DRAINAGE EASEMENT – ANNA CECE - STAFF ASSIGNED ROBERT SMITH: Edward Cece reviewed the request to vacate the easement. Chair Mealy opened public comments. No comments were provided. Chair Mealy closed public comments. The City Clerk advised, if approved, she would work with the City Attorney to rescind the easement. Motion by Commissioner Belhumeur that we vacate the drainage easement as requested. Commissioner Carney seconded the motion. The motion carried unanimously.
9. CONSIDER REQUEST TO MANAGE THE VETERANS PARK AREA FOR THE FABULOUS FOURTH OF JULY EVENT ON JULY 4TH WEEKEND – CHARLENE MICHAUX – STAFF ASSIGNED CITY MANAGER: Ms. Michaux reviewed her proposal. Mayor Provencher explained the city's position on the operation of the Fourth of July holiday for 2016. City Manager Newsom reviewed the staff discussion; half of Veterans Park to a vendor for \$500 plus city services for Fourth only, and the other two days (Saturday and Sunday) would need to be applied for like any other special event. Mr. Newsom stated he is looking to the Commission to decide who will be offered the actual event on the Fourth and on the Saturday and Sunday. Discussion amongst the Commission ensued and included: both applicants, the rotation of First Friday, and what they have envisioned. Ms. Michaux stated the proposal she has submitted is not just for this year but for future years and events. The Commission reached a consensus to schedule a Workshop followed by a Special Meeting to further review the item and formulate their decision. The Commission directed staff to prepare a cost estimate for the event. The Workshop immediately followed by a Special Meeting was set for Monday, May 9, 2016, at 3:30 p.m.
10. PRESENTATION OF INFORMATION ON COQUINA ROCK REVETMENT - HAP CAMERON, CLINE CONSTRUCTION: Mr. Hap Cameron presented a video of the ocean shore in Flagler County to the Commission. Mr. Cameron reviewed the steps he has taken to get the county to buy into this idea. City Manager Newsom responded The Hurricane and

Storm Damage Protection Project is now ready to go into the design phase, the Florida Department of Transportation (FDOT) is funding the design and Flagler County will send it to the Army Corps of Engineers (ACOE) for approval. City Manager Newsom expressed there may still be opportunity for Mr. Cameron's proposal, but it would be a decision made by the Flagler Board of County Commissioners (FBCC). The City Commission agreed this proposal seemed to make sense and would be good environmentally for our beach, but agreed he needs approval from the FBCC. Chair Mealy opened public comments. Carnell Clapp felt the city and county needed to allow FDOT to do whatever they thought best to protect the road which protects his property. Chair Mealy closed public comments. The Commission took no action and urged Mr. Cameron to approach County Commissioner Revels regarding getting on a county agenda.

11. RESOLUTION 2016-19, AMENDING RESOLUTION 2015-24, WHICH ADOPTED THE FY 2015/2016 BUDGET, TO REFLECT A BUDGET AMENDMENT TO PROVIDING FUNDING FOR VARIOUS CITY ACTIVITIES, PROVIDING FOR CONFLICT AND AN EFFECTIVE DATE – STAFF ASSIGNED KATHLEEN DOYLE: Attorney Smith read the title of the resolution into the record. Finance Director Doyle reviewed the request for the budget amendment. Chair Mealy opened public comment. Paul Eik asked for an explanation on the budget amendment for the Pier fund. Chair Mealy closed public comments. Motion by Commissioner McGrew to approve Resolution 2016-19. Commissioner Carney seconded the motion. The motion carried unanimously, after a roll call vote.

The agenda moved to Item 17.

12. RESOLUTION 2016-20, AMENDING RESOLUTION 2012-46, WHICH ADOPTED A FEE SCHEDULE FOR VARIOUS ACTIVITIES AND REQUESTS, OUTLINED IN EXHIBIT "A" PROVIDING FOR CONFLICT AND AN EFFECTIVE DATE: Attorney Smith read the title of the resolution into the record. City Clerk Overstreet reported staff is recommending increasing the fees for Pier Planks, Estoppel Research Request, and Binding Lot Fees to amounts that cover the costs expended to satisfy the requests. Chair Mealy opened public comments. No comments were offered. Chair Mealy closed public comments. Motion by Commissioner McGrew to approve Resolution 2016-20. Commissioner Carney seconded the motion. The motion carried unanimously, after a roll call vote.
13. RESOLUTION 2016-21, A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, AUTHORIZING MAYOR LINDA PROVENCHER TO EXECUTE A MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF FLAGLER BEACH AND THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE MAINTENANCE OF STATE ROAD RIGHTS-OF-WAY BY THE CITY; PROVIDING FOR CONFLICT AND AN EFFECTIVE DATE: Attorney Smith read the title of the resolution into the record. City Clerk Overstreet reported this resolution and contract with FDOT for Highway Maintenance had been approved about one month ago. A representative from FDOT had contacted her advising they require the title of the resolution to reflect the signatory. Clerk Overstreet additionally reported she had referenced an expired contract number in the body of the resolution. This resolution will correct the previous and will be submitted before the expiration of the current contract for highway maintenance. Chair Mealy opened public comments. No comments were offered. Chair Mealy closed public comments. Motion by Commissioner Shupe to approve Resolution 2016-21. Commissioner Belhumeur seconded the motion. The motion carried unanimously, after a roll call vote.

14. RESOLUTION 2016-22, A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH AMENDING RESOLUTION 2007-42, WHICH CREATED THE ECONOMIC DEVELOPMENT TASK FORCE; PROVIDING FOR CONFLICT AND AN EFFECTIVE DATE: Attorney Smith read the title of the resolution into the record. City Clerk Overstreet reported the resolution reflects the Commission's previous direction. Commissioner Mealy requested the words "quality and" removed from Section 1 of the resolution. Chair Mealy opened public comments. No comments were offered. Chair Mealy closed public comments. Motion by Commissioner Shupe to approve Resolution 2016-22 as amended. Commissioner McGrew seconded the motion. The motion carried unanimously, after a roll call vote.
15. RESOLUTION 2016-23, A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, DECLARING CERTAIN PROPERTY TO BE SURPLUS, PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE: Attorney Smith read the title of the resolution into the record. City Clerk Overstreet reported the items listed for surplus are not in working order and have no value. Chair Mealy opened public comments. No comments were offered. Chair Mealy closed public comments. Motion by Commissioner McGrew to approve Resolution 2016-23. Commissioner Shupe seconded the motion. The motion carried unanimously, after a roll call vote.
16. RESOLUTION 2016-24, A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, SUPPORTING THE INITIATIVES BY LOCAL MUNICIPALITIES IN FLORIDA TO LESSEN THE NEGATIVE IMPACT OF SINGLE-USE PLASTIC BAGS ON OUR ENVIRONMENT; PROVIDING FOR CONFLICT AND AN EFFECTIVE DATE: Attorney Smith read the title of the resolution into the record. Commissioner Mealy requested the last "whereas" removed from the resolution. Chair Mealy opened public comments. No comments were offered. Chair Mealy closed public comments. Motion by Commissioner Carney to approve Resolution 2016-24. Commissioner Shupe seconded the motion. The motion carried unanimously, after a roll call vote.

The meeting recessed at 8:33 p.m.

The meeting reconvened at 8:42 p.m.

The agenda moved to Item No. 18.

17. REPORT FROM THE CITY MANAGER REGARDING THE RESULTS OF THE APRIL 26 WORKSHOP ON THE WAYFINDING SIGNAGE: City Manager Newsom thanked those who attended the Workshop. Clerk Overstreet reviewed the results from the opinion cards. Commissioner Belhumeur reported his attendance at the Scenic Highway Board meeting held the previous day. Commissioner Belhumeur felt the Scenic A1A Board will disregard our information from the workshop and recommend all of the signs installed. City Manager Newsom reported he meets with the District 5 FDOT Secretary tomorrow and from conversations he held with her it was apparent they knew nothing about the project. Mr. Newsom reported his phone conversation with the FDOT State Secretary. Mr. Newsom sought direction from the Commission. Chair Mealy opened public comment. Danielle Anderson, President of Friends of A1A, reported the meeting yesterday was about presenting options with a goal to satisfy the grant and that there is a 60 day window. She suggested removing the signs from downtown and placement of the signs at the city limits. Jackie Hutton suggested what is best for Flagler Beach should be done. Eric Cooley requested the Commission consider the will of the people. Paul Eik suggested a cease and desist order until solved. Chair Mealy closed public comments.

Motion by Commissioner Belhumeur that we do not want any signs and to direct the City Manager to properly communicate that to State Officials. Commissioner Shupe seconded the motion. The motion carried unanimously.

The agenda moved back to Item 12.

COMMISSION COMMENTS

18. COMMISSION COMMENTS, INCLUDING REPORTS FROM MEETINGS ATTENDED: The Commission reported their attendance at meetings gathering and events since the last regular meeting. Commissioner Carney reported she will not be in attendance at the May 12, 2016 meeting. Chair Mealy inquired to the City Attorney about a ruling on signs. Attorney Smith stated he has heard about the case and is currently revising a sign ordinance in another city. He advised he would update the Commission when he had more details on a solution. The Commission reached a consensus to hold a Senior Saturday Program on July 23, 2016 and directed staff to place the flyer in utility bills going out the end of May.

STAFF REPORTS

19. STAFF REPORTS: Attorney Smith reported his attendance at the Hearing for the Motion for Final Judgement on the Culver Case on April 27, 2016. Attorney Smith reported the judgement goes into a que for signature by the Judge. Once signed it will be about 45 days and the Clerk will notify him of the sale date. Attorney Smith advised we are on track for mid-June sale. Attorney Smith will place item on future agenda to receive direction from the Commission regarding the bid price. City Manager Newsom provided updates on the bridge lights and the mosquito control property. Mr. Newsom sought direction in regards to the Montessori School lease. Attorney Smith advised sending the tenant a letter advising the current lease will not be renewed, and suggested a Workshop to craft a new lease. The City Manager requested the Commission provide them their recommendations and comments. The Commission reached consensus to schedule a Workshop on May 19, 2016 at 1:00 p.m. to discuss a new lease for the Wickline building. City Manager Newsom requested the Commission schedule a special meeting to select the scholarship winner for the National Flight Academy. The Commission reached a consensus to schedule the meeting on June 13, 2016 at 3:30 p.m.
20. ADJOURNMENT: Commissioner McGrew put forth a motion to adjourn the meeting at 9:49 p.m. The motion carried unanimously.

Attest:

Penny Overstreet, City Clerk

Jane Mealy, Chair



FLAGLER BEACH CITY COMMISSION

City Manager's Report

Item No. 7

Meeting Date: 05-12-2016

Issue: Approve a Work Assignment to Quentin L. Hampton Associates, Inc. for Waste Water Treatment Plant Improvements for FY15/16 Phase II in an amount not to exceed \$40,920.

From: Robert Smith, Public Works Director

Organization:

RECOMMENDATION: Approval and authorize Mayor to sign.

BACKGROUND: We are continuing to improve the operations and safety of the Wastewater Treatment Plant. The City has several major projects budgeted in the approved Capital Improvement Plan for the Waste Water Treatment Plant, designated as Phase II. We plan on rehabilitating the South Clarifier, restoring the concrete walkways and handrails on the Oxidation Ditch, update the Return Activated Sludge (RAS) piping, installing a scum ejector, replace a wasting valve and reuse pump and constructing a redundant Chlorine Contact Chamber.

BUDGETARY IMPACT: The City budgeted \$150,000 for Phase II at the WWTP; we will use a portion of this for the QLH work assignment.

LEGAL CONSIDERATIONS/SIGN-OFF: N/A

PERSONNEL: N/A

POLICY/REQUIREMENT FOR BOARD ACTION: N/A

IMPLEMENTATION/COORDINATION: Kevin Lee of QLH will coordinate and work with Mr. Smith and the personnel at the Waste Water Treatment Plant.

Attachments

QLH proposed work assignment dated April 22, 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

April 20, 2016

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

Email: Robert.Smith@cityofflaglerbeach.com

Hard Copy Mailed Only on Request


**CITY OF FLAGLER BEACH
WWTP IMPROVEMENTS PHASE II**

Dear Mr. Smith:

Enclosed is our proposed work assignment for the WWTP Improvements Phase II. The project includes seven (7) items to continue recent R&R efforts at the Wastewater Treatment Plant. These improvements will extend the useful life of some existing equipment and increase reliability for some unit processes.

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



Kevin A. Lee, P.E.
Project Engineer



David A. King, P.E.
Vice President

KAL/DAK: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: WWTP Improvements Phase II

Background: The project includes seven (7) items as described below:

TASK A

1. Rehabilitation of South Clarifier – Sandblast and paint submerged mechanism, replace any steel that is deteriorated and repair scum collection mechanism. Similar repairs are being completed on the north clarifier currently.
2. Oxidation Ditch Concrete Repairs – Repair or replace damaged concrete along the oxidation ditch walkways and handrails.
3. RAS Piping Improvements – Install suction piping and fittings to connect RAS pumps directly to the clarifier sludge pipe. This will bypass the existing sludge box and increase reliability of the RAS system.
4. Clarifier Scum Ejector – Install scum ejector pumping which is currently out of service.
5. Replace Sludge Wasting Valve – Currently a backup system is used for sludge wasting. This will replace the original wasting system in the oxidation ditch.
6. In-House Reuse Pump Replacement – Install a new reuse pump system to serve the in-plant system for wash down water.

TASK B

7. Chlorine Contact Chamber Expansion – Doubling the capacity of the chlorine contact chamber will increase reliability of the treatment plant and provide capacity for future flows.

Purpose of Work: The CITY desires to have QLH assist with the design, permitting, and construction administration of this project.

Not To Exceed Maximum Fee: The total fee shall not exceed the following unless authorized by the CITY.

Task A - \$28,965

Task B - \$11,955

Description of Services: QLH shall provide the following services:

Design: Engineering services during design will include the following items:

Task A

1. Rehabilitation of South Clarifier
2. Oxidation Ditch concrete Repairs
3. RAS Piping Improvements
4. Clarifier Scum Ejector
5. Replace Sludge Wasting Valve
6. In-house Reuse Pump Replacement

Task B

7. Chlorine Contact Chamber Expansion

Permitting: QLH shall assist the CITY in applying for the following permits for this project:

- FDEP Wastewater Facility Minor Modification

The CITY/Contractor will be responsible for application for any required building permit(s).

Bidding Phase: QLH will assist the CITY in the public bidding of the project by completing the following work items:

- Preparation of bidding documents per CITY standards
- Distribution of electronic documents to potential bidders/plan rooms
- Attendance of pre-bid meeting
- Address bidder questions
- Preparation /Issuance of addenda
- Attendance of bid opening
- Review received bids
- Prepare certified bid tabulation
- Investigate low bidder(s) qualifications
- Prepare bid award recommendation letter
- Attend Commission meeting for bid award

Construction Contract Administration: QLH will provide the following services during the construction phase:

- Coordinate execution of contracts
- Schedule and preside over preconstruction conference

- Issue Notice to Proceed to Contractor
- Review shop drawing/material submittals
- Provide Engineer of Record services including monthly site visits
- Address Contractor/CITY questions
- Respond to Contractor's Requests for Information (RFIs)
- Review of monthly Contractor pay requests
- Review of Contractor as-built drawings
- Review change orders
- Prepare final record drawings, utilizing Contractor as-builts and inspector sketches, etc
- Determine substantial completion
- Provide final inspection
- Recommend final payment
- Coordinate execution of final paperwork
- Provide certificate of completion to permitting agencies

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

- Attend pre-construction conference
- Assist Engineer with shop drawing review
- Observe Contractor's construction activities
- Document construction activity via daily reports/logs
- Review Contractor's monthly pay requests/quantities
- Prepare supplemental as-built sketches
- Review Contractor's as-built surveys

The estimate construction time frame is three months.

Basis of Fee: The proposed fee is based on the attached man hour estimate and is summarized below:

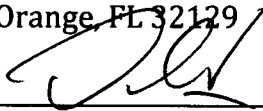
	<u>Task A</u>	<u>Task B</u>
Design and Permitting	\$14,480	\$5,220
Bidding Assistance	\$1,740	\$1,740
Construction Administration	<u>\$12,745</u>	<u>\$4,995</u>
Sub-Totals	\$28,965	\$11,955
Estimated Project Total	\$40,920	

“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.”

QLH Project Manager: Kevin A. Lee, P.E.

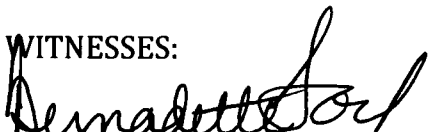
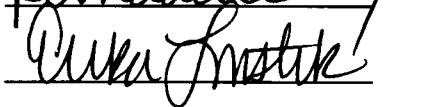
CITY Project Manager: Robert Smith

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

WWTP IMPROVEMENTS - Phase II

**City of Flagler Beach
Estimated Engineering Fees
April 20, 2016**

Person/Item	Hourly Rate	Project Design/Permitting		Bidding Assistance		Construction Admin	
		Estimated Hours	Cost	Estimated Hours	Cost	Estimated Hours	Cost
TASK A							
Project Manager	\$ 175.00	24	\$ 4,200.00	2	\$ 350.00	12	\$ 2,100.00
Project Engineer	\$ 140.00	32	\$ 4,480.00	6	\$ 840.00	16	\$ 2,240.00
CADD Operator	\$ 75.00	32	\$ 2,400.00	0	\$ -	4	\$ 300.00
Administrative Aide	\$ 50.00	8	\$ 400.00	6	\$ 300.00	8	\$ 400.00
Construction Project Representative Allowance (1)	\$ 65.00	0	\$ -	0	\$ -	117	\$ 7,605.00
Subtotal			\$ 11,480.00		\$ 1,490.00		\$ 12,645.00
Electrical Design Allowance			\$ 2,000.00				
Printing/Permit Fee Allowance			\$ 1,000.00		\$ 250.00		\$ 100.00
Total			\$ 14,480.00		\$ 1,740.00		\$ 12,745.00
Task A Total			\$28,965.00				
TASK B							
Project Manager	\$ 175.00	4	\$ 700.00	2	\$ 350.00	0	\$ -
Project Engineer	\$ 140.00	8	\$ 1,120.00	6	\$ 840.00	4	\$ 560.00
CADD Operator	\$ 75.00	12	\$ 600.00	0	\$ -	4	\$ 300.00
Administrative Aide	\$ 50.00	8	\$ 400.00	6	\$ 300.00	4	\$ 200.00
Construction Project Representative Allowance (1)	\$ 65.00	0	\$ -	0	\$ -	59	\$ 3,835.00
Subtotal			\$ 2,820.00		\$ 1,490.00		\$ 4,895.00
Structural Design Allowance			\$ 2,000.00				
Printing/Permit Fee Allowance			\$ 400.00		\$ 250.00		\$ 100.00
Total			\$ 5,220.00		\$ 1,740.00		\$ 4,995.00
Task B Total			\$11,955.00				
Task A & B Grand Total							

Notes:

- (1) Construction project representative allowance is based on estimated 2 months construction time frame or 44 actual days of construction. Part-time inspector at 4 hours (minimum) per day, split 2/3 and 1/3 between Task A and Task B, respectively.
- (2) All fees will be billed on a lump sum basis except for "allowances" which will be billed at actual cost/hours.

Prepared By: Quentin L. Hampton Associates, Inc.



FLAGLER BEACH CITY COMMISSION

City Manager's Report

ITEM No. 8

Meeting Date: May 12, 2016

Issue: Approve a 120 day extension to the Contract with Anfield Consulting for Lobbying Services.

From: Larry Newsom, City Manager

Organization: COFB

RECOMMENDATION: Recommend approval.

Recommendation Concerning

BACKGROUND: The Commission entered into agreement with Anfield Consulting in February 2016. The contract expires May 15, 2016. Staff has applied for a grant from St. Johns River Water Management District, hoping to secure 1,000,000 in funding for a Stormwater system in the Ocean Palm Subdivision identified as Priority No. 7 in the 2009 Stormwater Master Plan Update. The grant has been provided to Anfield and they are assisting us. Staff feels it would be in the best interest of the city to extend the contract for 120 days to have Anfield continue to lobby for the grant award.

BUDGETARY IMPACT: Will require a budget amendment. If new contract is consistent with current expecting a fee of 10,000.

LEGAL CONSIDERATIONS/SIGN-OFF:

PERSONNEL: N/A

POLICY/REQUIREMENT FOR BOARD ACTION: N/A

IMPLEMENTATION/COORDINATION: N/A

Attachments

- Waiting for contract from Anfield will provide when received.
- Current contract with Anfield.
-

ANFIELD

CONSULTING

AGREEMENT FOR PROFESSIONAL SERVICES

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

- (1) Services: ANFIELD shall assist CLIENT with Lobbying the Florida Legislature, the State Executive Branch and its agencies and subdivisions where directed. All representations made by ANFIELD on CLIENT'S behalf shall be subject to prior approval by CLIENT'S authorized representative Larry Newsom.
- (2) Term and Compensation: The term of this Agreement will commence on May 15, 2016 and end on September 15, 2016. CLIENT will pay ANFIELD the sum total of TEN THOUSAND dollars (\$10,000.00) to perform the services specified in Section (1) (the total sum may also be referred to as the "fee"). Fee payment shall be made as follows: a retainer in the amount of TWO THOUSAND FIVE HUNDRED Dollars (\$2,500.00) due upon Agreement execution; three (3) additional payments in the amount of TWO THOUSAND FIVE HUNDRED Dollars (\$2,500.00) each shall be payable monthly beginning with the following month, and upon receipt of an invoice from ANFIELD. All payments will be made by check or money order consistent with Section (3) of this Agreement. The retainer and monthly fee payable to ANFIELD covers all incidental costs or fees related to services provided by subcontractors identified by ANFIELD and authorized by CLIENT for retention such as regular U.S. mail, copies, and telephone. In addition, ANFIELD shall be responsible for those additional expenses including but not limited to business travel, lodging, state lobbying registration and fees, express mail costs, costs of preparing presentation materials needed to represent the client, and similar related costs during the term of the Agreement.
- (3) Issuance of Payments and Notice: CLIENT shall make checks payable to ANFIELD Consulting, Inc. and send payment(s) to: 201 West Park Avenue, Suite 100, Tallahassee, FL 32301. All written notices from CLIENT to ANFIELD shall also be sent to this address.
- (4) Renewal and Termination: This Agreement may be modified or extended only by a written document signed by both Parties. Conversely, either Party may terminate this Agreement prior to the date (if applicable) established in section (2) of this Agreement by providing written notice to the other Party thirty (30) days prior to the desired date of termination. CLIENT shall pay ANFIELD for any and all services and CLIENT approved expenses during the term of this Agreement up to and until the established date of termination. In the event of early termination, the final amount to be paid shall be established on a pro-rata basis based

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

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

For the Anfield Consulting, Inc.:

Name (Title)
_____ Date Executed

For The City of Flagler Beach:

Name (Title)
_____ Date Executed

ANFIELD

AGREEMENT FOR PROFESSIONAL SERVICES

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

- (1) Services: ANFIELD shall assist CLIENT with Lobbying the Florida Legislature, the State Executive Branch and its agencies and subdivisions where directed, and provide a final report at end of contract. All representations made by ANFIELD on CLIENT'S behalf shall be subject to prior approval by CLIENT'S authorized representative Larry Newsom.
- (2) Term and Compensation: The term of this Agreement will commence on February 12, 2016 and end on May 15, 2016. CLIENT will pay ANFIELD the sum total of SEVEN THOUSAND FIVE HUNDRED dollars (\$7,500.00) to perform the services specified in Section (1) (the total sum may also be referred to as the "fee"). Fee payment shall be made as follows: a retainer in the amount of TWO THOUSAND FIVE HUNDRED Dollars (\$2,500.00) due upon Agreement execution; two (2) additional payments in the amount of TWO THOUSAND FIVE HUNDRED Dollars (\$2,500.00) each shall be payable monthly beginning with the following month, and upon receipt of an invoice from ANFIELD. All payments will be made by check or money order consistent with Section (3) of this Agreement. The retainer and monthly fee payable to ANFIELD covers all incidental costs or fees related to services provided by subcontractors identified by ANFIELD and authorized by CLIENT for retention such as regular U.S. mail, copies, and telephone. In addition, ANFIELD shall be responsible for those additional expenses including but not limited to business travel, lodging, state lobbying registration and fees, express mail costs, costs of preparing presentation materials needed to represent the client, and similar related costs during the term of the Agreement.
- (3) Issuance of Payments and Notice: CLIENT shall make checks payable to ANFIELD Consulting, Inc. and send payment(s) to: 201 West Park Avenue, Suite 100, Tallahassee, FL 32301. All written notices from CLIENT to ANFIELD shall also be sent to this address.
- (4) Renewal and Termination: This Agreement may be modified or extended only by a written document signed by both Parties. Conversely, either Party may terminate this Agreement prior to the date (if applicable) established in section (2) of this Agreement by providing written notice to the other Party thirty (30) days prior to the desired date of termination. CLIENT shall pay ANFIELD for any and all services and CLIENT approved expenses during the term of this Agreement up to and until the established date of termination. In the event of early termination, the final amount to be paid shall be established on a pro-rata basis based

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

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

For the Anfield Consulting, Inc.:


Name (Title)

2/16/16 Date Executed

For The City of Flagler Beach:


Name (Title)

2/11/16 Date Executed



**Florida Legislature
2016 Regular Session
Final Report**

**Anfield Consulting
201 West Park Avenue
Suite 100
Tallahassee, FL 32301
866-960-5939**

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INTRODUCTION

This year, the Florida Senate and House of Representatives were eager to put the acrimony of the 2015 session behind them and did so by passing the presiding officers' top legislative priorities the first week. Top among these bills were comprehensive water policy legislation promoted by the Speaker and the Commissioner of Agriculture and several measures relating to assistance for the learning disabled. As the session continued tension between the Governor and the Legislature came to the forefront with some of Governor Scott's priorities being partially or fully rejected.

A number of bills which would have had significant adverse impacts on home rule were introduced in both chambers, including measures relating to the assessment of ad-valorem taxes, costs of cremation certificates, the cost of relocating utility lines and the timing of referenda relating to the use of local surtaxes. Although most were defeated or amended to address concerns by the Florida Association of Counties and League of Cities, in the end, one of the most contentious issues between the Legislature and local governments was resolved with the passage of SB 1322, which settled the dispute between counties and the state regarding the costs of housing juvenile offenders.

This session, 1506 general and 35 local bills were filed. Of those, 229 general bills and 23 local bills passed both chambers. In addition, there were three concurrent resolutions, three joint resolutions, and two memorials that passed both chambers.

Last session (2015), 1,498 general and 76 local bills were filed. Of those, 188 general bills and 39 local bills passed both chambers. In addition, there were two concurrent resolutions and two memorials that passed both chambers. The year before that (2014), exactly like this year, 229 general bills passed both chambers; the year before that (2013), 259.

Recognizing the hard work of our team of colleagues, we present this End of Session Report with summaries of the enrolled bills on which Anfield Consulting focused its attention.

Budget Issues

FY 2016-17 General Appropriations Act (HB 5001)

While focusing on investing new state revenues in the most efficient manner, the Republican-led Legislature agreed on a \$82.35 billion budget with more than \$557 million in tax relief measures. Compared to the FY 2015-16 budget, this represents a \$3.65 billion (4.4%) increase. The Legislature also placed an additional \$3 billion dollars in reserves. The Governor exercised his veto authority to remove line items totaling \$256,144,027 for a final state budget of just under \$80 billion dollars.

Since the overwhelming majority of state funding support for local government programs and projects are found in the Transportation and Economic Development (TED) and Agricultural and Natural Resources (ANR) appropriations budgets we have provided more detail in these two areas. Additionally, we have included the ANR veto information for general information. If you have concerns or would like additional information on any other part of the state budget or veto not included, please let us know, and we will gladly provide it.

HB 5001 provides:

- General Revenue: \$30.3 billion
- State Trust Funds: \$25.2 billion
- Federal Trust Funds: 26.9 billion

The Budget is summarized by committee as follows:

1) Education Appropriations - \$19.8 billion.

\$ 15.5 billion General Revenue
\$ 4.3 billion Trust Funds

2) Health Appropriations – \$34.3 billion.

\$9.5 billion General Revenue
\$28.8 billion Trust Funds

3) Criminal and Civil Justice Appropriations – \$4.97 billion.

\$4.01 billion General Revenue
\$890.5 million Trust Funds

4) Transportation and Economic Development Appropriations – \$12.9 billion

\$180.4 million General Revenue
\$12.7 billion Trust Funds

Major Issues

- Transportation Work Program - \$9.8 billion TF
- Affordable Housing Programs - \$200.1 million TF
- Economic Development Incentive Programs, Projects and Initiatives - \$52.4 million (TF & GR)
- Economic Development Partners - \$129.2 million TF
- Library Grants and Initiatives - \$27.3 million GR
- Cultural and Museum Grants and Initiatives - \$47.1 million (TF & GR)
- Historic Preservation Grants and Initiatives - \$19.4 million (TF & GR)
- Motorist Modernization Project and Enterprise Data Infrastructure - \$15.3 million TF
- National Guard Tuition Assistance - \$3.5 million GR

Department of Economic Opportunity

Total: \$1.11 billion [\$33.4 million GR; \$1.08 billion TF]

- Economic Development Incentive Programs, Projects and Initiatives - \$52.4 million includes:
 - Economic Development Toolkit Payments - \$18 million
- Economic Development Partners - \$129.2 million includes:
 - Enterprise Florida (EFI) - \$23.5 million
 - VISIT Florida - \$76 million
 - Florida Sports Foundation - \$4.7 million
 - Space Florida - \$19.5 million
- Institute for the Commercialization of Public Research - \$5.5 million
- Workforce Development Programs, Projects, and Initiatives - \$19 million includes:
 - Quick Response Training Program - \$12.1 million
 - Workforce Development Projects and Initiatives – \$6.9 million
- Affordable Housing Programs - \$200.1 million:
 - SHIP - \$135.5 million (allocated to local governments), includes:
 - More flexibility in the SHIP program regarding rent subsidies and rental assistance
 - \$5.2 million allocated for homeless Challenge Grants
 - State Housing Programs - \$64.6 million includes:
 - At least 50 percent for the SAIL Program
 - \$10 million for competitive grant program for housing developments designed for persons with developmental disabilities
 - \$20 million for workforce housing to serve low-income persons and certain households in the Florida Keys
- Housing and Community Development Programs, Projects, and Initiatives - \$33.2 million includes:
 - Housing and Community Development Projects and Initiatives - \$31.9 million
 - Technical and Planning Assistance and Competitive Florida Partnership Program - \$1.3 million

Department of State

Total: \$150.1 million [\$113.0 million GR; \$37.1 million TF]

- State Aid to Libraries - \$22.3 million
- Libraries - \$5 million
 - Library Construction Grant Ranked List - \$2 million (fully funds list – 4 projects)
 - Library Construction Projects - \$1 million
 - Library Cooperatives - \$2 million recurring
- Cultural & Museum Program Support Grants – \$22.6 million
 - Ranked List – \$19 million (funds distributed proportionally to 413 projects)
 - Cultural and Museum Projects - \$3.6 million
 - Cultural Facilities Grants – \$22.3 million
 - Ranked List - \$11.9 million (fully funds list - 37 projects)
 - Cultural Facilities Projects - \$10.4 million
- Culture Builds Florida Grants - \$1.7 million (fully funds list – 80 projects)
- Cultural Endowment Grants - \$.5 million (fully funds list – 2 projects)
- Historic Small Matching Grants – \$1.8 million (fully funds list – 54 projects)
- Historic Facilities Grants - \$17.6 million
 - Ranked List - \$10.8 million (funds 37 of 50 projects on list)
 - Historic Preservation Projects - \$6.8 million
- County Elections Assistance - \$3 million

Department of Transportation

Total: \$10.8 billion [\$2.7 million GR; \$10.8 billion TF]

- Transportation Work Program - \$9.8 billion:
 - Highway and Bridge Construction - \$5.1 billion
 - Resurfacing and Maintenance - \$1.1 billion
 - Design and Engineering - \$782.8 million
 - Right of Way Land Acquisition - \$602 million
 - Public Transit Development Grants - \$546.3 million
 - Rail Development Grants - \$304.2 million
 - County Transportation Programs:
 - Small County Road Assistance Program (SCRAP) - \$43.3 million
 - Small County Outreach Program (SCOP) - \$68.1 million (includes \$9 million for Small Cities)
 - Other County Transportation Programs - \$48.8 million
 - Aviation Development Grants - \$250.6 million
 - Seaport and Intermodal Development Grants - \$216.8 million
 - Economic Development Transportation (“Road Fund”) Projects - \$42.5 million
 - Shared-Use Non-Motorized Trail Network - \$25 million
 - Transportation Disadvantaged Program Grants - \$55.2 million

Division of Emergency Management

Total: \$334.4 million [\$3.5 million GR, \$330.9 million TF]

- Federally Declared Disaster Funding, including state match - \$251.3 million:
 - Communities - \$238.8 million
 - State Operations - \$12.5 million
- Statewide Notification and Alert System - \$3.5 million
- Residential Construction Mitigation - \$3.4 million
- Emergency Management Facilities - \$3.5 million nonrecurring

5) General Government / Agriculture and Natural Resources Appropriations – \$5.9 billion

\$699.1 million General Revenue

\$893.5 million in LATF

\$4.3 billion Other Trust Funds

Department of Agriculture & Consumer Services

Total: \$1.8 billion [\$159.9 million GR; \$122.4 million LATF; \$1.5 billion TF]

- Land Management Improvements - \$18.8 million
 - Wildfire Suppression Equipment - \$4.3 million
 - Reforest Florida Cost Share Incentive Program - \$5 million
 - Forestry Roads and Bridges Maintenance - \$5.8 million
- Florida Forever/Rural and Family Lands Conservation Easements - \$35 million
- Lake Okeechobee Restoration Agricultural Projects - \$11.1 million
- Agricultural Nonpoint Sources Best Management Practices - \$19.3 million
 - Hybrid Wetland Treatment Systems - \$8.9 million
 - Water Supply Planning and Conservation Program - \$1.5 million
- Citrus Greening Research - \$8 million
- Florida Agriculture Promotion Campaign - \$5.9 million
- Farm Share and Food Banks - \$4 million
- Water & Land Conservation/Budget Restructure - \$3.1 million
- Passive Dispersed Water - \$4 million (Vetoed)
- Water Policy Workload - \$1.1 million
- Agriculture Education and Promotion Facilities - \$6.8 million (\$3,449,024 Vetoed)
- Apiary Research and Extension Laboratory - \$2 million
- Animal Disease Diagnostic Laboratory - \$7.4 million
- Licensing Regulatory Management System and Concealed Weapons License Renewal Workload - \$5 million
- Citrus Health Response Program - \$14.7 million
- State Farmers Markets Facility Improvements - \$1 million
- African Snail Eradication Program - \$2.3 million
- Child Nutrition Program Grants - \$107.1 million
- Energy Grants - \$17.3 million

Department of Environmental Protection

Total: \$1.7 billion [\$186.6 million GR; \$664.8 million LATF; \$889.8 million TF]

- Everglades Restoration - \$132 million (includes \$32 million for the Restoration Strategies Regional Water Quality Plan)
- Northern Everglades & Estuaries Protection - \$56.8 million
- Land Acquisition - \$56.9 million
 - Florida Forever/Conservation Lands - \$15.1 million
 - Florida Forever/Florida Communities Trust, Recreational Access for All - \$10 million
 - Everglades Restoration - \$27.7 million
 - Howell Branch Preserve - \$2 million
 - Helena Run Preserve - \$.6 million
 - Heritage Lake Estates Conservation Easement - \$1.5 million
- Springs Restoration - \$50 million
- Local Water Projects - \$81.8 million (**\$20,170,750 vetoed**)
 - Flagler Beach Ocean Palm Stormwater Improvement Plan Project - \$200,000
- Beach Projects - \$32.6 million
- Osborne Reef Waste Tire Removal - \$1.8 million
- Water & Land Conservation/Budget Restructure - \$2.9 million
- Florida Recreation Development Assistance Program (FRDAP) - \$10.4 million
 - Recreational Enhancements and Opportunities for Individuals with Unique Abilities - \$3 million
 - \$6.6 million for small development projects and \$.8 million for large development projects
- Land Management Operational Increase and Infrastructure Improvements - \$39.1 million
 - State Parks Maintenance and Repairs \$26.9 million
- Petroleum Tanks Cleanup Program - \$118 million
- Information Technology for Conservation Lands & Water Shed/Waterbody (CS/CS/SB 552) - \$1.1 million
- Total Maximum Daily Loads (TMDLs) - \$8.9 million
- Drinking Water & Wastewater Revolving Loan Programs - \$15.9 million GR; \$118.7 million TF
- Small County Solid Waste Management Grants - \$3 million
- Small County Wastewater Treatment Grants - \$21 million
- Lake Apopka - \$7.1 million
- Water Management Districts' Operational Support - \$8 million
- Non-mandatory Land Reclamation - \$3.2 million
- C-51 reservoir Implementation - \$2 million

Fish & Wildlife Conservation Commission

Total: \$379.6 million [\$34.7 million GR; \$106.3 million LATF; \$238.5 million TF]

- Land Management Operational Increase - \$16.7 million LATF

- **Water & Land Conservation/Budget Restructure - \$2.5 million**
- **Boating Infrastructure and Improvement Program - \$6.5 million**
- **Artificial Fishing Reef Construction - \$.6 million**
- **Derelict Vessel Removal - \$1.4 million**

Budget Implementing (HB 5003)

The Conference Committee Amendment for HB 5003, 1st Eng., implementing the 2016-2017 General Appropriations Act, provides, among other provisions, for the following:

Florida Forever Act (Section 82) - Provides direction for the expenditure of land acquisition dollars. In addition to providing over \$15 million *only* to the Division of State Lands in the Department of Environmental Protection for the Board of Trustees Florida Forever Priority List, this section provides \$35 million to DACS for the acquisition of agricultural lands through perpetual conservation easements and other perpetual less-than-fee techniques. Last in providing \$10 million to the Florida Communities Trust program this section provides the Department of Environmental Protection with the discretion to waive the requirement for 50% matches and provision for the acquisition of land for persons with unique abilities.

Florida Recreation Development Assistance Grants (Section 83) - Authorizes the use of monies in this program for the development of projects that provide recreational enhancements for persons with unique abilities. It also waives the limitation on the number of projects each community may request to allow up to three projects provided at least one will provide opportunities to persons with unique abilities.

Florida Communities Trust (Section 84) – Expands the powers of the trust to include authority to implement projects that provide accessibility, availability, or adaptability of conservation or recreation lands for individuals with unique abilities including those with physical and developmental disabilities.

Deepwater Horizon Oil Spill (Section 85) – Extends by one fiscal year the authority for the Budget Commission to increase the amounts appropriated to the Florida Fish and Wildlife Conservation Commission or the Department of Environmental Protection for certain fixed capital outlay projects.

Solid Waste Management (Sections 88 & 89) – Revise the conditions under which the Department of Environmental Protection may use the solid waste landfill closure account within the Solid Waste Management TF to contract with a third party to close and provide long-term care of certain solid waste management facilities. Section 89 also requires the Department of Environmental Protection to award \$3 million in grants to counties having populations smaller than 110,000 for waste tire and litter prevention, recycling education, and general solid waste programs.

Land Acquisition Trust Fund (Section 90 & 91) – Authorizes the Governor, if there is a specified deficiency in a land acquisition trust fund in the Department of Agriculture and Consumer Services, the Department of Environmental Protection, the Department of State, or the Fish and Wildlife Conservation Commission, to transfer funds from other trust funds in the State Treasury as a temporary loan to the LATF. This section also provides procedures for the transfer and repayment of the loan as well as a legislative determination that the repayment of the temporary loan is a constitutionally allowable use of such moneys. Lastly, Section 91 sets for the procedures and requirements for the Department of Environmental Protection to transfer designated

proportions of the revenues deposited in the Land Acquisition Trust Fund within the department to land acquisition trust funds in the Department of Agriculture and Consumer Services, the Department of State, and the Fish and Wildlife Conservation Commission as specified in the GAA.

Multiuse Trails, Bicycle and Pedestrian Ways (Sections 98) - Extends by one fiscal year DOT's authority to establish a statewide system of multiuse trails.

Substantive Issues

Natural Gas Rebate Program (SB 90)

Background: The Natural Gas Rebate Program, provided under s. 377.810, F.S., allows DACS to offer rebates of up to 50% of the eligible costs of operating a fleet vehicle using a dedicated or hybrid natural gas fuel operating system (engine), with each vehicle eligible for up to \$25,000 and a total up to \$250,000 per applicant for each fiscal year. According to DACS' reports, in the years since the program came into existence, the amount of funds expended for the rebate have fallen substantially below the amounts allocated for the program, with the unencumbered remainder reverting back to the General Revenue Fund.

Proposed Changes: This bill allows DACS to expend unencumbered funds from the Natural Gas Rebate Program on additional rebates. Between June 1 and June 30 of each fiscal year, applicants who have already exceeded the \$250,000 rebate limit will be able to apply for additional rebates for each additional eligible vehicle in their possession. Governmental applicants are given preference, followed by commercial applicants. Applications will be taken on a first-come, first-served basis.

Effective Date: July 1, 2016

Contaminated Site Rehabilitation (SB 100)

Overview: This bill deals with two major issues affecting state-funded clean up of petroleum contaminated sites: programs created under the 1986 SUPER Act, which provides funding for petroleum site clean up, and Risk-Based Corrective Action (RBCA), a statutory process by which site rehabilitation goals are set and measured.

SUPER Act

Background: Since 1983, the DEP has been in charge of regulating aboveground and belowground storage tanks for petroleum products. Of particular concern are tanks that have been abandoned or are out of service. These tanks sometimes leak into the ground and pose a risk to groundwater. In 1986, the Legislature passed the State Underground Petroleum Environmental Response (SUPER) Act. One program created under SUPER was the Early Detection Incentive Program (EDI), which allowed owners of abandoned tank sites the option of performing site cleanup themselves and then receiving reimbursement from the DEP's Inland Protection Trust Fund (IPTF), or having the state perform the cleanup in priority order. The financial costs attached to this program quickly skyrocketed above what had been originally projected. In response, the Legislature has shifted

emphasis towards funding pre-approved cleanups, with priority placed on those contaminated sites identified before 1995. Spending is limited to what is within the confines of the program's funding.

The Preapproved Advanced Cleanup Program (ACP) was also created. The program allows owners of critically contaminated sites, who did not take advantage of the EDI program before 1995, to bypass the priority ranking list and receive funding in order to facilitate a timely rehabilitation. Participants in this program are required to share at least 25% of the cost of rehabilitation and prepare limited scope assessments at their own expense. Applications are submitted to the DEP twice a year (between May 1 and June 30 and between November 1 and December 31). The applications are ranked based on the percentage of cost-sharing commitment proposed by the applicant, with the highest ranking given to the applicant that proposes the highest percentage of its share of costs. Different projects at different sites may also be bundled for greater cost effectiveness.

Two other programs affected by this bill are the Abandoned Tanks Restoration Program (ATRP) and the Petroleum Clean-up Participation Program (PCPP).

The Abandoned Tanks Restoration Program (ATRP) was created in 1990. To be eligible for the ATRP, applicants must certify that the petroleum system has not stored petroleum products for consumption, use, or sale since March 1, 1990. They must also have filed a claim before June 1, 1996.

The Petroleum Cleanup Participation Program (PCPP) was created in 1996 for sites that had missed the opportunity for state funding assistance but had reported contamination before 1995. Responsible parties in the PCPP cost share in the cleanup and prepare a limited scope assessment at their expense. Sites that qualify for this program are eligible for \$400,000 in rehabilitation funding and the owner, operator, or responsible party is required to pay 25% of the costs.

Proposed Changes: This bill enacts the following changes in regard to the SUPER Act:

- Revises the intent language of the Petroleum Restoration Program, requiring the DEP to make efficiency and productivity a priority;
- Provides that the issuance of a site rehabilitation completion order does not alter a project's eligibility for state-funded remediation if the DEP determines the site poses a hazard to human health under certain conditions;
- Expands eligibility for the Abandoned Tanks Restoration Program (ATRP);
- Provides that program funds may be expended for institutional control costs associated with performing a professional land survey, obtaining a title report, or recording fees;
- Removes a current requirement that applications for the ATRP must have been filed before June 30, 1996;
- Requires a responsible party who wishes to participate in the Low-Scored Site Initiative to provide evidence of authorization from the property owners;
- Revises the criteria to participate in the Low-Scored Site Initiative;

- Increases funding that may be encumbered from the Inland Protection Trust Fund each year to fund the Low-Scored Site Initiative from \$10 million to \$15 million;
- Increases the amount the DEP may approve for developing an assessment plan, limited remediation, and groundwater monitoring per site from \$30,000 to \$35,000, with an additional \$35,000 for limited remediation, where needed, to achieve a “No Further Action” designation;
- Authorizes the DEP to approve supplemental funding of up to \$100,000 for remediation and monitoring if it is necessary for the site to achieve a determination of “No Further Action.” A “No Further Action” designation can be made when the contamination area is confined to the property boundaries of the real property where the pollution originated from, *except* in cases where the property owner has requested or authorized a more limited area in its “No Further Action” proposal;
- Extends the period for assessment and low-level remediation from six to 15 months. The DEP may authorize an additional 12 months if additional groundwater monitoring and remediation is required;
- Increases the annual allocation for Advanced Cleanup contracts from \$15 million to \$25 million;
- Provides that the issuance of a site rehabilitation order does not automatically constitute contamination that is a danger to public health, the environment, or water resources, unless the DEP determines otherwise. In the latter case, the presence of harmful contamination does not alter a site’s eligibility for state funded rehabilitation;
- Provides two formats in which a site owner may apply to aggregate the cleanup of five or more sites;
- Requires a site access agreement between the DEP and the site owner, as well as evidence of authorization for petroleum cleanup tasks from the owner, as part of application process for aggregated or individual sites;
- Provides that a property owner or responsible party may enter into a cost-sharing agreement if the owner commits to bundle multiple sites and agrees to list future sites to be included in those future bundles;
- Provides that sites for which the current owners knew of the existing site conditions when they acquired title are not excluded from the ATRP program;
- Provides that certain sites that did not qualify for the Petroleum Cleanup Participation Program may qualify for the ATRP; and
- Allows sites reported after December 31, 1998, to be eligible for the Petroleum Cleanup Participation Program.

RBCA

Background: In 2003, the Legislature created the Global Risk-Based Corrective Action statute, requiring risk-based corrective action (RBCA, pronounced “Rebecca”) to be applied to all contaminated sites in Florida. RBCA is a process that bases remedial action for contaminated sites on potential human health effects resulting from exposure to chemical compounds. RBCA utilizes site-specific data, modeling results, risk assessment studies, institutional controls (e.g. deed restrictions limiting future use categorization to ‘industrial’), engineering controls (e.g. placing an

impervious surface over contaminated soils to prevent human exposure), or any combination thereof. The stated goal of RBCA in Florida is to provide for a flexible site-specific cleanup process that reflects the intended use of the property following cleanup while maintaining adequate protection of human health, safety, and the surrounding environment. Persons responsible for site cleanup must follow the DEP's RBCA procedure when rehabilitating a contaminated site.

To that end, each site is assigned a cleanup target level (CTL), which is the measured concentration of pollutants in the medium of concern (e.g. water, soil) surrounding the site at which a site would be deemed "clean." The state's current RBCA contains a default list of CTLs based on intended use and a prescribed methodology for each, along with institutional controls for implementing them. After a site achieves a CTL, the DEP issues a "No Further Action" (NFA) order for the site. However, this process can be difficult, as CTLs must also take into account other site conditions separate from the Exposure Point Concentration or EPC (that is, the immediate concentration of pollution around the contaminated site), including background pollutant concentrations from sources that are "naturally occurring." A CTL cannot be more stringent than the site's natural condition. This can be problematic for the DEP, since it is extremely difficult to determine which concentrations are the result of "natural" conditions and which ones are solely because of long-running human activity.

Entities responsible for cleanup have also raised concerns that the prescribed CTLs and their attached prescribed rehabilitation tasks and institutional controls are still too rigid, with many unique site conditions still not taken into account.

Proposed Changes: This bill:

- Amends the definition of "background concentration" to include concentrations of contaminants that are naturally occurring OR the result of human impacts unrelated to the discharge of pollutants or hazardous substances for which site rehabilitation is being conducted. Under this change, responsible parties are not required to achieve a CTL for any contaminant more stringent than any background contamination naturally occurring or resulting from the human impacts unrelated to the discharge of pollutants or hazardous substances for which site rehabilitation is being conducted;
- Requires the DEP's Global RBCA rule to include protocols for long-term natural attenuation for site rehabilitation;
- Requires the DEP to consider the interactive effects of contaminants, including additives, synergistic, and antagonistic effects, when determining what constitutes a rehabilitation program task;
- Creates an exception when applying state water quality standards for determining what constitutes a rehabilitation program task;
- Allows the use of risk assessment modeling and probabilistic risk assessment to create site-specific alternative CTLs; and
- Allows the use of alternative CTLs without institutional controls if certain conditions exist.

The **bill's provisions** do not apply to non-program sites unless requested by a person responsible for a non-program rehabilitation site.

Effective Date: July 1, 2016

Public-Private Partnerships (SB 124)

Background: A public-private partnership (also known as a P3) is a contractual agreement between a public sector entity and a private organization that is allowed under state law for certain public infrastructure projects that the public entity deems to be in the public's best interest.

Responsible public entities may receive unsolicited proposals or actively solicit proposals for qualifying projects. A public entity may also establish a fee for the purpose of covering the cost of reviewing unsolicited proposals.

Following a strict review process, the public entity may accept a proposal and enter into a comprehensive agreement with the private entity that submitted it. The agreement can include terms for financing, insurance, building schedules, and other details, or the two parties may enter into a more limited interim agreement that may allow the private entity to commence work in planning and laying the groundwork for the project while the comprehensive agreement is worked out.

In 2013, the Public-Private Partnerships Task Force was created with the purpose of creating a uniform set of statewide guidelines for improving the P3 review process.

Proposed Changes: This bill implements some of the Task Force's recommendations that require statutory changes. The bill:

- Requires that any application fee submitted in conjunction with an unsolicited proposal must be filed at the same time as the proposal. If the public entity finds the fee does not cover the full cost of the proposal's evaluation, it may request an additional amount, which the private entity has 30 days to pay, otherwise the public entity may stop reviewing the proposal. When a public entity declines to review an unsolicited proposal, it must return the fee;
- Allows public entities, by a majority vote, to establish an alternative timeframe for the review and acceptance of proposals. The bill also removes a requirement that school boards receive the approval of the local governing body;
- Requires proposals to include a design criteria package, including performance-based criteria, prepared by a licensed architect, engineer, or landscape architect;
- Requires public entities that solicit a proposal for a project that includes design work to also provide a design criteria package prepared by a certified architect, engineer, or landscape architect licensed in the state. This licensed professional must be retained by the public entity to advise through the construction phase.

- Clarifies the project is owned by the responsible public entity upon expiration of the comprehensive agreement, not upon completion or termination of the project;
- Requires the pricing and financial terms included in an unsolicited proposal to be specific about when they expire;
- Removes a requirement that the public entity provide notice to each affected local jurisdiction of an unsolicited proposal, although the proposal must still be published in the Florida Administrative Register;
- Provides that a financing agreement between public and private entities may not require the public entity to secure financing by mortgage on, or security interest in, real or tangible personal property that may result in a lien and loss of fee ownership of a property;
- Deletes a current provision that requires responsible public entities to appropriate on a priority basis a contractual payment obligation from the government fund from which the qualifying project will be funded;
- Provides that the DMS may accept and maintain copies of comprehensive agreements for the purpose of sharing with other responsible public entities. Submitting these agreements for filing is not mandatory. Public entities may also redact any information from the agreements that is confidential or exempt; and
- Clarifies that the P3 process is an alternative method that may be used by a local jurisdiction but does not limit it in the acquisition, design, or construction of a public project pursuant to other statutory or constitutional authorities.

Effective Date: July 1, 2016

Public-Records and Private Meetings (SB 126)

Background: This bill, which is linked to the passage of **SB 124 (see above)**, addresses P3 agreements as they relate to public transparency.

Under current law, any meeting in which official acts are taken by a board or commission of a state agency, municipality, county, or other political subdivision of the state is a matter of public record and must be reasonably open to the public. Florida's Open Government Sunshine Review Act does allow exceptions if they serve an identifiable public purpose. Once an exemption has been enacted, it must terminate within five years of its enactment unless renewed by the Legislature.

No public records exemptions currently exist for unsolicited proposals; however, sealed bids are exempt from public records requirements for a period of 30 days after the opening of the bids or until the agency provides notice of its intended decision. If any agency rejects all bids and/or decides to reissue its competitive solicitation, the unsolicited bids remain exempt until the agency reaches its final decision or withdraws the solicitation. In either case, a bid cannot remain exempt longer than 12 months.

A meeting in which a vendor makes an oral presentation and answers questions regarding a proposal as part of a competitive solicitation is exempt from the public meeting requirement. However, it remains a matter of public record, and a full recording of the meeting must still be made and no part of the meeting is considered off the record. The grace period for these records is the same as those for the sealed bids: 30 days or until the agency makes its final decision.

Proposed Changes: This bill changes the grace period of the exemption. Instead of 30 days, the unsolicited bid is exempt until the agency provides notice of its intended decision. If it reissues the solicitation, the bid will remain exempt until such time as the agency makes its final decision or withdraws the solicitation. In either case, the bid cannot remain exempt for more than 90 days after the agency has rejected all bids for the projects detailed in the unsolicited bid. If the agency does not issue a competitive solicitation, the period is 180 days.

Recordings of a closed meeting and any records generated from it are exempt from public records requirements until the underlying exemption expires.

These exemptions are subject to the Open Government Subject Review Act and will be automatically repealed on Oct. 2, 2021, unless re-enacted by the Legislature. Florida's constitution requires all public records exemptions to be passed by a two-thirds majority vote.

Effective Date: Upon SB 124 becoming law.

Trade Secrets (SB 180)

Background: Section 812.081, F.S., provides that the unauthorized theft, appropriation, or copying of trade secrets is a third degree felony, punishable by up to five years imprisonment and fines up to \$5,000.

The statute currently defines a "trade secret" as "any scientific, technical, or commercial information, including any design, process, procedure, list of suppliers, list of customers, business code, or improvement thereof, which is secret, of value, used by a business, and is of advantage to the business or provides opportunity to obtain advantage over those who do not know or use it."

Proposed Changes: This bill expands the definition of "trade secrets" under s. 812.081, F.S., to include financial information. This will have the effect of making the unauthorized dissemination of the information a third-degree felony, punishable by up to five years imprisonment and fines up to \$5,000.

The bill also re-enacts nine trade secret protection statutes to conform to this change (See **SB 182**).

Effective Date: October 1, 2016

Public Records & Meetings/Trade Secrets (SB 182)

Background: This bill, tied to the passage of **SB 180 (see above)**, further expands current trade secrets protections to include financial information. There are a number of statutes that reference the definition contained in s. 812.081, F.S., and that protect trade secrets from public disclosure otherwise required by the state's Sunshine Law. These trade secrets include certain information submitted to the DEP, DACS, and other state agencies, as well as trade secrets discussed during public meetings of Space Florida, which are exempt from open meeting requirements and the recordings of which are kept confidential for a period of time.

Proposed Changes: This bill re-enacts many of the trade secret protection statutes in order to conform to changes made to the statutory definition in s. 812.081, F.S., by **SB 180**. This will add financial information to the list of trade secrets protected by the statutes and represents an expansion of the public records exemptions afforded by law to trade secrets.

Effective Date: Upon SB 180 becoming law.

Conservation Easements (SB 190)

Background: Under current law, a property on which a perpetual conservation easement exists is afforded two tax benefits: an exemption from ad valorem taxation and a classified use assessment for property that has been subject to a conservation easement for at least 10 years. The law requires that owners with properties encumbered with such easements annually resubmit applications to get the tax benefits.

Proposes Changes: This bill eliminates the annual application process for ad valorem tax exemptions. Once property owners have filed their initial applications, they are not required to re-file for the exemption each year. The exemption remains automatically in effect until the use of the property no longer complies with the restrictions and requirements of the perpetual conservation easement.

Effective Date: July 1, 2016

Renewable Energy Source Devices (HJR 193)

Background: Over the past decade, Florida has seen an exponential growth in the alternative energy sector. Section 193.624, F.S., provides exemptions from property value assessments for certain renewable energy source devices, including wind-driven generators, solar panels, heat exchange devices, etc.

A renewable energy source device may be installed on real property through two alternative methods of ownership: the property owner may purchase and install the device, in which case it becomes a part of the real property and subject to ad valorem tax assessment, or the property owner may lease the device from another person, with it remaining separate and distinct property from the real property and subject to tangible personal property tax.

Proposed Changes: This joint-resolution proposes the passage of a constitutional amendment that allows solar and other renewable energy source devices to be exempt from the application of tangible personal property and ad valorem taxes. This has the effect of extending the ad valorem tax exemptions to any property, not just real property, for the purpose of personal property taxes. Because this HJR involves a proposed constitutional amendment, it must be passed by a three-fifths majority of each house and submitted to voters as a ballot measure. (See HB 195/Special Election)

Effective Date: Upon becoming law.

Special Election (HB 195)

Background & Proposed Changes: This bill, tied to the passage of **HJR 193**, provides for a special election to be held on August 30, 2016. The ballot question is whether to implement the constitutional changes proposed by the joint resolution.

Effective Date: July 1, 2016

Coverage for Emergency Services (HB 221)

Background: There are three common types of health insurance organizations that provide for health coverage in the state through a network of pre-approved providers: Preferred Provider Organization (PPOs), Exclusive Provider Organizations (EPOs), and the more well-known Health Maintenance Organizations (HMOs). Although these three kinds of insurance organizations differ in the types of benefits they offer to their customers, their model of service by contracting with a network of preferred providers is more or less the same: in order for the insured to benefit from

coverage, he or she must receive care through a hospital or facility that has been contracted by the insurance company as a pre-approved provider.

However, there have been many cases where a patient, while staying or being transported to a pre-approved hospital, has undergone treatment by specialists and/or emergency ambulance personnel who may work with the hospital but who are not considered hospital employees, and whose services are therefore not covered under the insurance company's network of providers. An HMO, PPO, or EPO member who seeks treatment at a pre-approved member hospital can thus end up paying significant out of pocket expenses for care they received from non-hospital personnel while undergoing treatment at a member facility. This is known as balance-billing.

Current law requires an HMO to provide coverage for emergency services and other cases where outside care was provided without prior authorization, with no regard given as to whether the provider had a contract with the HMO. Under that same law, the HMO must reimburse a nonparticipating provider the lesser of the provider's charges, the usual and customary rate for provider charges in the community, or the rate agreed to between the provider and the HMO. The nonparticipating provider may not collect additional reimbursement from the subscriber. These same rules do not apply to PPOs and EPOs.

Proposed Changes: This bill requires PPOs and EPOs to reimburse non-providers for the expenses related to emergency care or uninsured care in circumstances that did not allow the insured the ability or opportunity to choose the participating provider. These circumstances are limited to care provided in hospitals (ambulance services are excluded). The billable amount quoted must be a "reasonable" amount for the care and services rendered, or an amount mutually agreed to between the insurer and the non-participating provider.

If a claim dispute arises between a contracted or un-contracted provider and the insurance company, either the provider or the insurance company may offer to settle the claim dispute by submitting a request and documentation in support of the settlement amount. The entity, to which the offer is directed, may accept the offer within 15 days. If it does not accept it, and the final order is more than 90% or less than 110% of the offer amount, the party that did not accept the offer must pay the final order, and is, for legal purposes, considered the non-prevailing party. A settlement offer by a provider must be greater than 110% of the reimbursement amount received from the insurance company. An offer by the insurance company must be less than 90% of the alleged over-payment to the provider. Both parties may agree to settle the disputed claim at any time, for any amount, regardless of whether an offer to settle was made or rejected.

All lingering claim disputes must be settled by a court of competent jurisdiction or a voluntary dispute resolution organization. The bill provides some factors that the organization must consider before issuing a final order, which is subject to judicial review.

Hospitals must post website links to all the insurance networks for which it is a provider, a list of practitioners and practice groups the hospital has contracted with, and a disclaimer that not all the personnel working at the hospital, nor all the services provided at the hospital, may be covered by the network. Insurers must likewise disclose to their customers their policies that using a non-participating provider will result in reduced benefits.

A health insurer or HMO may not retroactively deny a claim in cases where:

1. The health insurer verified the eligibility of an insured who is not a recipient of advance payments of the federal premium tax credit and the insurer issued an authorization for payment to a provider; or
2. For services authorized by the insurer and rendered during the first 30 days of a federally required grace period when an insured is a recipient of advance payments of the federal premium tax credit.

Late in the process, additional provisions were added to the bill that relate to health insurance plans for the developmentally disabled, but these provisions do not effect the original provisions of the bill.

Effective Date: October 1, 2016

Public Records/Public Agency Contracts (HB 273)

Background: The Florida Constitution provides every person the right to inspect or copy any public record made or received in connection with the official business of any public body. If a public agency unlawfully fails to provide a public record, the person making the public records request may sue to have the records request enforced. If a court finds the agency unlawfully refused access to a public record, the court must order the public agency to pay for the requestor's legal costs and attorney fees. Once an enforcement action has been filed, a public agency can be held liable for attorney fees even after the public agency has produced the requested records.

Private contractors who act on behalf of a public agency are required to comply with these public records laws in the same manner as a public agency, and public agencies are charged with making sure the contractors they employ adhere to these rules. Like the state agencies, contractors are legally liable if they do not release requested public documents on request or put unlawful conditions on the release of these materials.

In 2014, a court in Duval County found that a public request for information from a private individual to a non-profit working for the Department of Children and Families was "unreasonable" and likely made with the intent of garnering exorbitant attorney fees from the

contractor for its initial denial of records. The contract manager asserted the records were not even of public significance.

Proposed Changes: This bill makes three substantive changes to law.

First, it requires all requests for public records to be made through the public agency, not the contractor. If the public agency does not have the records, it must inform the contractor of this request and the contractor must furnish the requested records within a reasonable time. Upon completion of the contract, the contractor may either retain the records in its custody or transfer them, at no additional cost, to the public agency's designated custodian of records. If a contractor decides to hold on to its records, it is required, upon request of the public custodian, to either forward the documents or copies to the public custodian or allow the documents to be accessed and copied.

Second, it requires contracts for services to include a statement in large, bold font informing the contractor of the name and phone number of the public agency's records custodian in order to fulfill the contractor's constitutional duty to provide public records relating to the contract by redirecting queries to the public custodian's office. All agencies are required to revise their contracts to include these provisions by October 1, 2016.

Last, courts are required to award attorney's fees to a plaintiff in a public records case. In order for the fees to be awarded, the plaintiff must first provide written notice of its intent to sue at least eight days in advance of the suit being filed. This notice must be sent to both the custodian of records and the contractor. A contractor that complies with the public records request within the eight-day period is released from liability for the cost of enforcement. The bill provides penalties for failure by a contractor to provide the public agency with the requested documents within a reasonable time.

Effective Date: Upon becoming law.

Utility Projects (HB 347)

Utility Cost Containment Bonds

Background: This bill creates an alternative method for financing the costs of certain utility projects using utility cost containment bonds. These bonds are issued by an "authority" (such as the Florida Governmental Utility Authority) on behalf of a local agency that owns and operates a publicly owned utility that provides public utility services, including water, wastewater, electric, or stormwater. The bonds may receive a lower interest rate because payment is secured by a pledge of the utility project. The primary utility project property is the utility project charge, which is

imposed on customers and based on estimates of water, wastewater, electric, or stormwater service usage, to ensure timely payment of all financing costs with respect to utility cost containment bonds.

Proposed Changes: This bill creates an alternative method for funding public utility projects (specifically water and wastewater) through the issuance of utility cost containment bonds, which unlike regular bonds that are financed through utility revenues, can be financed directly from utility customer charges. Because these bonds can be financed directly through a pledge of the project's property (i.e. the utility charges), they may be subject to lower interest rates.

In order to obtain utility cost containment bonds, a local agency that owns and operates a public utility must apply to an intergovernmental public utility authority for authorization to finance a utility project with proceeds from the bonds.

The bill defines an "authority" as a separate legal entity created under s. 163.01, F.S., that, at the time it was created, provided retail water and wastewater services to at least 75,000 customers, and that is currently composed of at least two of the following:

- A public agency that provides retail water or wastewater services in two or more counties;
- A municipality; or
- A county.

Once the authority has given its authorization, it may then issue the bonds on behalf of the agency after adopting a financing resolution that the agency must abide by, as well as, a set utility project charge. This charge is assessed to all of the utility's customers who are specified in the financing resolution regardless of whether they are receiving water, wastewater, electric, or stormwater services from an entity other than the publicly owned utility. The authority may require in the financing resolution that, in the event of default by the local agency or its publicly owned utility, the authority must order the sequestration and payment to the beneficiaries of the revenues arising from the utility project property. The authority may work with local agencies to determine the most cost-effective manner of financing regional water projects.

Before applying for bonds, the agency must first determine, based on the best information available to its governing body, that the new rates resulting from the financing of the utility project with cost containment bonds will not be higher than the rates that would be charged if the project were financed with bonds payable directly from the revenues of the publicly owned utility.

The local agency must also specify the utility project to be financed by the cost containment bonds, as well as the maximum principal amount, the maximum interest rate, and the maximum stated terms of the utility cost containment bonds. An authority may issue utility cost containment bonds to finance or refinance utility projects; refinance debt of a local agency incurred in financing or refinancing utility projects, provided the refinancing results in present value savings to the local

agency; or, with the approval of the local agency, to refinance previously issued utility cost containment bonds. If a local agency that has outstanding utility cost containment bonds ceases to operate a water, wastewater, electric, or stormwater utility, these outstanding costs automatically transfer to the successor entity. The successor entity would then have to assume and perform all the obligations of its predecessor and assume the servicing agreement while the utility cost containment bonds remain outstanding. It may not file for bankruptcy or pledge tax money for repayment of the bonds or alter, rescind, or amend any financing resolution. All the public utility's property tied to the project must be pledged as security for the bonds. If the authority is financing the project through a single-purpose limited liability company, the bonds are payable from, and secured by, a pledge of amounts paid by the company to the authority from the applicable utility project property.

The authority may not file for bankruptcy while any of the bonds are outstanding.

Any savings resulting from the issuance of cost containing bonds for a utility project must be used to directly benefit the customers of the publicly owned utility through rate reductions or other programs.

Effective Date: July 1, 2016

Location of Utilities (SB 416)

Background: Historically, absent an agreement providing otherwise, utility companies generally have been required to pay for the relocation of a utility line or facility whenever such relocation is necessary for the use, maintenance, improvement, extension or expansion of a public road, highway, or publicly owned rail corridor. In 2014, the Florida Second District Court of Appeal held that a utility is required to pay to move its utility lines from one public utility easement to another public utility easement as part of a city's road construction project (*Lee County Electric Coop. Inc. v. City of Cape Coral*, Case No. 2D10-3781, Fl. 2nd Dist. Ct. App, 2014). In that case, the court held that the local electric utility was responsible for relocation costs to move power lines from an easement that had been created by recorded plat, referencing s. 337.403(1), F.S., which requires a utility, upon 30 days notice, to remove any lines or facilities "placed upon, under, over, or *along any* public road or publicly owned rail corridor" that is found by the authority to be "unreasonably interfering" with the use, expansion, improvement, or maintenance of the thoroughfare.

In 2015, SB 896, which would have, among other things, revised the statute to specify that the utility lines must be *within the right of way* (as opposed to alongside it) in order for the utility to be liable for relocation costs, but the bill did not make it through the legislative process.

Proposed Changes: This bill essentially contains the same substantive changes to statute proposed by SB 896 in 2015. It makes a utility liable for relocation costs only if its lines are located across, under, upon, or *within* the right of way, not alongside it, as it does in an easement. Furthermore, it

limits the ability of local governments, within certain confines, to license or otherwise regulate utility lines except those that are located on, over, under, or within the right-of-way.

The bill also requires that if a utility is lawfully located within an existing and valid utility easement granted by recorded plat, regardless of whether such land was subsequently acquired by the authority, the authority must bear the net cost of the utility work required to eliminate an unreasonable interference.

Lastly, it provides a legislative finding that these measures fulfill an important state interest by clarifying the language in statute.

Effective Date: Upon becoming Law.

Local Government Environmental Financing (HB 447)

Background: In 1972, the Legislature passed the Florida Environmental Land and Water Management Act, which among other things created the Areas of Critical State Concern Program. The program designates certain areas of the state that have a significant impact on environmental or historical resources, sites, preserves, and other protected zones as Areas of Critical State Concern (ACSCs). Among the list of ACSCs are the Florida Keys (Monroe County) and the City of Key West. Both areas contain unique habitats of mangrove islands and coral reefs as well as a number of important historic sites.

In the interest of safeguarding these areas from ground-source pollution, the Legislature enacted a series of statutes requiring the communities of the Keys to switch to a centralized sewer system and decommission all the region's septic tanks. Monroe County has also passed an ordinance capping the number of new constructions for the purposes of conservation and keeping the population to the minimum required to quickly and safely evacuate the Keys in the event of a hurricane. In order to avoid suits under the Constitution's takings clause, this plan will require the county to buy any unused land at its fair market value. The full cost of redeveloping the Keys waste disposal systems, as well as the cost of acquiring lands at fair market value, is estimated to be well more than \$1 billion.

Proposed Changes: This bill, known as the "Florida Keys Stewardship Act", does the following:

- Expands the number of uses for which a county may levy a discretionary sales surtax of 0.5 to 1%, including acquiring interest in land for recreation, conservation, or for the protection of natural resources, as well as reducing the impact of additional development on hurricane evacuation times. It also allows expense items beyond financing public facilities to include any fixed capital expenditure or fixed capital outlay associated with

- all other professional and related costs (procurement, contract preparation, bid protests, etc.) required to bring a public facility into service;
- Allows for counties to use their infrastructure sales tax to fund facilities that are either county or state owned;
 - Authorizes the surtax to be used to satisfy private property claims arising from limitations imposed on development;
 - Allows Everglades restoration bonds to be issued to finance or refinance the cost of acquiring land in and around the Florida Keys for purposes of conservation and water quality preservation. Bonds may also be issued to fund projects that protect, restore, or enhance near-shore water quality and fisheries, such as storm water or canal restoration projects and projects to protect and enhance the water supply to the Florida Keys;
 - Provides that lands purchased with bonds may be disposed of at appraised value should the DEP and SFWMD determine that the lands are no longer necessary for conservation or water quality purposes. Local governments where the property is located must have final say and first right of purchase on the sale;
 - Allows the DEP to consider the purchase of lands outside an Area of Critical State Concern if such lands directly impact the ACSC, such as for water supply protection;
 - Adds local governments and special districts within an Area of Critical State Concern to the list of entities that may make recommendations for additional land purchases that were not included in the state land planning agency's recommendations;
 - Specifies that water quality and water supply projects, including direct and indirect potable reuse, be included among those to be coordinated in future plans by state, regional, and local agencies;
 - Provides that at least \$5 million from the Florida Forever Trust Fund must be allocated annually to purchase lands in the ACSC through fiscal year 2026-27;
 - Provides legislative intent that federal, state, and local funding can be used for water quality improvement projects for the protection and improvement of the near-shore environment;
 - Authorizes the Land Authority to purchase lands needed to reduce impacts on hurricane evacuation clearance times, provided these purchases are not for improved public transportation or otherwise increase road capacity;
 - Authorizes the land authority to contribute to funds to lands being purchased by the DEP under certain circumstances;
 - Requires the DEP to annually consider the recommendations of the Department of Economic Opportunity (DEO) relating to land purchases within an ACSC or lands outside of an ACSC that directly impact an ACSC, which may include lands to preserve and protect water supply, and make recommendations to the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees) on the purchase of fee or lesser interest in certain lands;

- Allows local governments and special districts within an ACSC to make recommendations to the Board for additional land purchases that were not included in DEO's recommendations;
- Authorizes a land authority to acquire and dispose of real and personal property or any interest therein when the acquisition is necessary or appropriate to prevent or satisfy private property rights claims resulting from limitations imposed by the designation of an ACSC, and to contribute funds to DEP for the purchase of lands by DEP. The acquisition or contribution must not be used to improve public transportation facilities or increase road capacity to reduce hurricane evacuation clearance times;
- Modifies legislative intent provisions to specify that the Legislature intends to protect and improve the nearshore water quality of the Florida Keys through federal, state, and local funding of water quality improvement projects, including the construction and operation of wastewater management facilities;
- Provides additional principles for guiding development within the Florida Keys ACSC;
- Expands the purposes for which the local government infrastructure surtax can be used to include acquiring any interest in land to prevent or satisfy private property rights claims resulting from limitations imposed by the designation of an ACSC;
- Expands the uses for Everglades restoration bonds to include implementation of the City of Key West ACSC and projects that protect, restore or enhance near shore water quality and fisheries, and protect water resources available to the Florida Keys;
- Provides a procedure to dispose of certain lands purchased with Everglades restoration bond proceeds;
- Provides a 10-year distribution of at least \$5 million through the Florida Forever Act for land acquisition within the Florida Keys ACSC; and
- Provides an appropriation of \$5 million in fiscal year 2016-17 in nonrecurring funds from General Revenue for certain projects within the Florida Keys ACSC and the City of Key West ACSC.

Effective Date: July 1, 2016

Special Districts (HB 479)

Background: Special districts are used to provide a variety of local services and generally are funded through the imposition of ad valorem taxes, fees, and charges on the users of those services. There are two types of special districts: independent, which typically are created by special act and are operationally independent of any local general-purpose government, and dependent, which are typically created by local ordinance and are subject to the control of a local general-purpose government.

Special districts are governed according to ch. 189, F.S., the “Uniform Special District Accountability Act.” Chapter 189, F.S., underwent extensive revisions in 2014, with substantive changes made to the oversight and enforcement process for special district financial reporting, an extension of the Governor’s power to remove certain special district board members, and better organization of the underlying structure of the statute. Among those changes were requirements that special districts post certain budget information to their websites and amend their charters to include their status information (“dependent” or “independent”) where “practical.” Failure to include this information in its charter can authorize the DEO to determine for itself whether a special district is dependent or independent.

Proposed Changes: This bill expands the current requirements for special districts to post their budgets and any budget amendments on their websites. Tentative budgets must be posted for at least 45 days after a hearing, while final budgets and amendments to the budgets must be made available for at least two years after the hearing approving the budget. The bill also removes a current requirement that special districts without a website transmit their tentative and final budgets to the local governing authority or the local general-purpose government(s) with which the district shares territory. The requirement remains for adopted amendments to the budget.

The bill further clarifies the power of the Legislature to create dependent special districts by special act, at the request or with the consent of the local government upon which the district will be dependent. It also limits general oversight by local general-purpose governments to dependent special districts not created by special act.

Lastly, the bill clarifies and amends the requirement that special districts reference their status as either dependent or independent within their founding charters, and when they must amend the charter, from when it is “practical” to when it is “practical and feasible.”

Effective Date: October 1, 2016

Water & Wastewater (HB 491)

Background: This bill touches on different subjects relating to investor-owned water and wastewater utilities. Investor-owned utilities (IOUs) are privately-owned utilities set up for the express purpose of making a profit, and can vary considerably in size from very small systems, owned by an individual as a sole proprietorship and serving only a few dozen customers, to systems owned by large interstate corporations serving tens of thousands of customers in multiple counties. The Florida Public Service Commission (PSC) directly regulates all IOUs in the state, except in cases where they are already regulated by a local government or other regional agency. There are 145 IOUs in Florida that are under the direct purview of the PSC. The PSC has the power to mediate between a utility and its customers, and has almost complete

authority over setting the utility's rates, which it does in the interest of seeing that customers are given adequate service at a reasonable cost.

Not all entities that sell and provide water are "utilities" in a strict sense, however. Some small companies, individuals, and property associations pump their own water or simply resell the water provided to them by a utility to their tenants. Under current law, a "re-seller" cannot sell the water they get from a utility for more than what the utility charged, otherwise they could be re-classified as a utility themselves and thus be under PSC regulation. This expense consideration does not take into account the costs incurred from sub-metering, which means that in order to cover the cost, mobile home parks and condominium associations sometimes end up raising rents across the board instead of billing customers directly proportional to their actual water use.

In order for an IOU to increase its rates, it must file an application for a rate increase with the PSC. The application includes schedules and reports containing operational, financial, economic, and rate information in order for the PSC staff to evaluate the request. The utility is also required to forecast how much funding is necessary to cover expenses for the next year and the potential return on investment from assets used to provide services.

When considering a rate increase, the PSC must also consider the quality of the water service. Utilities shown to be providing sub-par service can have part or all of their rate increase denied or incur other penalties, such as a reduction of return on equity.

Not all rate increase or decreases require PSC approval. The law allows utilities to adjust their rates in response to certain expense items that fluctuate frequently and that are out of the utility's control. Under current statute, these items include:

- Purchased water or wastewater services;
- Electric power;
- Ad Valorem taxes;
- Regulatory assessment fees;
- DEP fees for the National Pollutant Discharge Elimination System Program; and
- Water and wastewater testing required by the DEP.

When filing a rate case, a utility may request staff assistance from the PSC. It may also hire an outside attorney or consultant whether it is filing for a rate case, appealing a PSC decision, or responding to an appeal from a third party.

Proposed Changes: This bill:

- Requires the Division of Bond Finance of the State Board of Administration to review the allocation of private activity bonds in order to determine the availability of additional bonds for re-allocation to water and wastewater infrastructure projects;
- Allows people who resell water service to their tenants or to individually metered residents to charge a fee that covers the cost of both purchase and metering, if this fee does not exceed 9% of the actual cost of service;
- Allows the PSC, when establishing rates for a utility, to authorize the creation of a utility reserve fund for infrastructure repair and replacement of obsolete or damaged utility infrastructure that is negatively impacting service and water quality. It can be funded by either a portion of the rates charged, by a secured escrow account, or by a letter of credit. The PSC may authorize a utility to create a fund either on its own motion or upon request by the utility.
- Expands the list of expense items that automatically merit a decrease or increase in the rates, including, but not limited to:
 - Approved rates for utilities receiving all or a portion of their services from a governmental authority or another utility regulated by the PSC who then redistributes those services among their own customers;
 - Rates and fees the utility is charged for electric power;
 - The amount of ad valorem taxes assessed against used and useful property;
 - Fees charged by the DEP in connection with the National Pollutant Discharge Program;
 - Regulatory assessment fees imposed by the PSC;
 - Costs incurred for water and wastewater quality testing required by the DEP.
 - Fees charged for wastewater bio-solids disposal;
 - Costs incurred for tank inspections required by the DEP or local government;
 - Treatment plant operator and water distributor licensing fees, and water and wastewater operating permit fees required by either the DEP or local government; and
 - CUPs or water use permit fees charged by a WMD.

****Note:** A utility may not increase its rates due to an increase for a specific expense item that occurred more than 12 months before the filing. The PSC may add new expense items to this list by rule and must review the list every five years in order determine if any changes must be made.

- Provides that rates may not be increased to cover the costs of attorneys or outside consultants for a rate case in which staff assistance was provided by the PSC, the exception being in cases where the Office of Public Counsel or interested parties have intervened, or if these services are provided after the staff report is released or after a protest or appeal has been made by an outside party. In instances where rate case

expenses are incurred due to an appeal or protest of the PSC's decision by a party other than the utility, the PSC is authorized (not required) to allow a recovery.

- Authorizes the PSC, either on its own initiative or in response to complaints by customers, to review water quality based on secondary drinking water standards established by the DEP, as well as any wastewater service as it pertains to odor, noise, aerosol drift, or lighting;
- Removes the current size restriction on investor-owned utilities that can apply for loans from the Drinking Water State Revolving Fund (SRF). Water IOUs of any size are now eligible to seek low-interest loans through the SRF for planning, designing, and constructing public water facilities, including storage, transmission, treatment, disinfection, and distribution facilities;
- Clarifies that the prohibition on the abandonment of a utility without 60 days notice to the commission and county government applies to all counties; and
- Provides that amortized rate case expenses accumulated over a four-year period may not be included in a current rate case filing, *except in cases where a longer period can be justified and is in the public interest*. At the conclusion of the recovery period, the public utility must immediately reduce its rates by the amount of the rate case expense previously included in rates.

Effective Date: July 1, 2016

Small Community Sewer Construction Assistance Act (HB 525)

Background: Section 403.1838, F.S., also known as the Small Community Sewer Construction Assistance Act, is a section of Florida law that allows the DEP to financially assist small, economically disadvantaged communities in providing adequate sewerage and wastewater treatment facilities for their residents. The Act allows for the DEP to grant up to 100% of the costs of designing, planning, constructing, upgrading, and replacing wastewater collection, transmission, treatment, disposal, and reuse facilities for such communities, including necessary legal and administrative expenses. The statute currently defines “financially disadvantaged small community” as any municipality with a population of 10,000 or less, and with a per capita annual income less than the state average.

Proposed Changes: This bill expands the current definition of “financially disadvantaged small community” to include counties, as well as special districts created under s. 189.012, F.S., for the purposes of water and sewer service, utilities, or wastewater service, as long as those jurisdictions meet the same population and per capita pre-requisites as municipalities.

Effective Date: July 1, 2016

Building Codes (HB 535)

Background: This bill makes a large number of changes to the Florida Building Code, including the educational requirements for Florida certified building inspectors. In order to be eligible to take the exam to become a state certified building code inspector or plans examiner, an applicant must be at least 18 years old, be of good moral character, and meet at least one of the following requirements:

Option 1: Demonstrate five years of combined experience in the field of construction or a related field, building code inspection, or plans review corresponding to the certification category sought.

Option 2: Demonstrate four years of a combination of postsecondary education in the field of construction or a related field and experience, with at least one year of experience in construction, building code inspection, or plans review.

Option 3: Demonstrate four years of a combination of technical education in the field of construction or a related field and experience, with at least one year of experience in construction, building code inspection, or plans review.

Option 4: Currently hold a standard certificate as issued by the Florida Building Code Administrators and Inspectors Board (FBCAIB), or a fire safety inspector license issued pursuant to ch. 633, F.S.; have a minimum of five years of verifiable full-time experience in inspection or plan review; and satisfactorily complete an approved building code inspector or plans examiner training program of not less than 200 hours in the certification category sought.

Option 5: Demonstrate a minimum of two years combined experience in the field of building code inspection, plan review, fire code inspections and fire plans review of new buildings as a fire-safety inspector, or construction; and the completion of an approved training program in the field of building code inspection or plan review of not less than 300 hours in the certification category sought, with not less than 20 hours of instruction in state laws, rules, and ethics relating to professional standards of practice, duties, and responsibilities of a certificate holder.

In order to take the examination to become a state certified building code administrator, an applicant must be at least 18, be of good moral character, and meet one of the following eligibility requirements:

Option 1: Demonstrate 10 years of combined experience as an architect, engineer, plans examiner, building code inspector, registered or certified contractor, or construction superintendent, with at least five years of experience in supervisory positions; or

Option 2: Demonstrate 10 years of a combination of experience as an architect, engineer, plans examiner, building code inspector, registered or certified contractor, or construction superintendent, with at least five years of supervisory experience, and postsecondary education in the field of construction or a related field, of which no more than five years may be applied.

Proposed Changes: Section 1 of this bill modifies the training requirements for building code inspectors, plan examiners, and building code administrators to take the certification exams.

In regard to training requirements for building code inspectors and plans examiners, the bill amends:

Option 4, to reduce the number of years of experience in inspection or plan review from five to three and requires the training program to be between 100 and 200 hours of cross-training; and

Option 5, to require the training program to be between 200 and 300 hours of cross-training and limits the required hours of instruction in state law to between 20 and 30 hours.

The bill also creates a new option (Option 6) for individuals who currently hold a standard certificate or a fire-safety inspector license to qualify to take the exam, if the person also:

- Has at least five years of verifiable full-time experience under the certificate or license; and
- Satisfactorily completes a building code inspector or plans examiner classroom training course or program that provides between 200 and 300 hours in the certification category sought, except for one-family and two-family dwelling training programs, which are required to provide between 500 and 800 hours of training as prescribed by the FBCAIB.

The FBCAIB must accept all classroom training offered by an approved provider if the content substantially meets the intent of the classroom component of the training program.

In regard to the training requirements for a building code administrator certification applicant demonstrating experience and education under Option 2, the bill adds the requirement that the applicant must have also completed between 20 and 30 hours training in state laws, rules, and ethics relating to professional standards of practice, duties, and responsibilities of a certificate holder.

Effective Date: July 1, 2016

Environmental Resources (SB 552)

Overview: This PCB by the State Affairs Committee is a continuation of last year's SB 918 and is similar in almost all respects to last year's bill. Among its many components, it creates the Florida Springs and Aquifer Protection Act, codifies the Central Florida Water Initiative, and revises the Northern Everglades and Estuaries Protection Program.

Minimum Flows & Levels (MFLs)

Background: Minimum flows and levels (MFLs) are measurements to determine how much water must be held in an aquifer or a surface water body (or the areas around them), to ensure the system has enough water to avoid significant harm to the water resource and the local ecology that depends on it. Once they are established, consumptive uses of the water not needed by the system can be allocated. MFLs are calculated by the DEP or the WMDs and adopted by rule. For every water body that falls below its adopted MFL or that is projected to do so within a 20-year period, a WMD or the DEP is required to develop a recovery or prevention strategy for its respective regional water supply plan (RWSP), which may include limiting consumptive use permits, instituting best management practices (BMPs), or other corrective measures.

Proposed Changes: This bill makes the following changes regarding the establishment and use of MFLs:

- Provides that the 20-year projection for a water body is set at the time the minimum flow and level is established or revised and that recovery plans must be "expeditiously" adopted whenever the MFL is expected to fall below its target within that 20-year period;
- Removes a statutory requirement that agency rules adopted for MFLs be ratified by the Legislature;
- Requires the DEP or a WMD to adopt recovery and prevention strategies concurrently with an MFL;
- Provides that recovery and prevention strategy are not limited to water shortage restrictions defined in statute;
- Requires certain RWSPs to be amended to include any water supply development projects and water resource development projects identified in a recovery or prevention strategy;
- Provides that a WMD and the DEP must review, and if necessary, revise a RWSP in cases where the WMD may no longer issue consumptive use permits (CUPs) because to do so would negatively impact the water resource under the current RWSP;
- Provides new reporting requirements for CUP holders withdrawing more than 100,000 gallons per day from wells 8 inches in diameter or greater;
- Allows WMDs to adopt more stringent rules in regard to CUPs for certain groundwater withdrawals (100,000 gallons per day from wells 8 inches in diameter or more);

- Requires WMDs to consider identifying new preferred water supply sources for users whose access to or development of new water supplies is not technically or financially feasible;
- Prohibits modifications to CUPs during the permit term if monitoring shows a reduction in water use due to documented conservation measures or because of exigent circumstances related to agriculture (this addresses so-called “use it or lose it” permits);
- Gives preference in cases where two new competing CUP applications are equally qualified. The applicant nearest the water source gets priority;
- Provides that self-suppliers are types of entity that may receive technical and financial assistance from a WMD for alternative water supply (AWS) projects. It also specifies that funding made available to a WMD through a specific appropriation should not result in a reduction in WMD or basin board funding for AWS assistance. For each AWS project identified in an RWSP, every WMD is required to identify the amount allocated to each project in its annual budget submittal. The requirement that 60% of the cost of an AWS project sponsored by water users be covered by the applicant may be waived under certain circumstances; and
- Establishes a pilot program for AWS development in restricted allocation areas.

Basin Management Action Plans

Background: Under the federal Clean Water Act, states are required to implement water quality standards for certain water bodies to ensure their beneficial uses. Pollutants, including excess nutrients (nitrogen and phosphorus) can cause an imbalance of the flora and fauna of a natural system. Excess nutrients cause the uncontrolled growth of harmful plants, both native and non-native. When a water-body is found to be impaired, the state must establish a total maximum daily load (TMDL) for the pollutant of concern for that watershed and a basin management action plan (BMAP) for meeting that TMDL, which may include best management practices (BMPs), projects for reducing pollutant loading in the basin, and other pollutant reduction measures.

Proposed Changes: This bill makes the following changes regarding BMAPs:

- Requires each new or revised BMAP to include specific management strategies for achieving TMDLs, a description of BMPs adopted by rule, and a prioritized list of projects with cost estimates, estimated completion dates, and estimated load reductions for each;
- Specifies that BMAPs, BMPs, and water quality monitoring are enforceable;
- Requires the DEP and DACS to initiate rulemaking by 2017 for the implementation and verification of water quality monitoring in lieu of BMP implementation, non-agricultural

interim measures, BMPs, and other measures. These rules must include enforcement procedures;

- Creates a new nutrient and sediment reduction and conservation pilot project program;
- Require the DEP to post progress reports on the status of each adopted TMDL, BMAP, MFL, and recovery or prevention strategy on its website and submit the report to the Governor. The report must contain the status of meeting the five, 10 and fifteen year milestones; and
- Requires the DEP to establish uniform standards for collecting and analyzing water quality, quantity, and related data. State agencies and the WMDs will be required to follow these collection and analysis standards in order to receive state funding for land acquisitions or water resource projects.

Florida Springs and Aquifer Protection Act

Background: In Florida, there are currently 33 designated 1st magnitude springs, including so-called “historic springs” where the water level has dropped but the spring still retains its first magnitude status, as well as 191 2nd magnitude springs and 151 3rd magnitude springs. Because of the interconnected nature of these springs and the aquifers they rely on, there have been growing calls to implement more stringent water conservation regulations in areas that contain a spring.

Proposed Changes: This bill creates the Florida Springs and Aquifer Protection Act to accomplish the following:

- Provides legislative intent, stating unequivocally that Florida’s springs are a natural treasure that contribute to the economic and ecological health of the state, and that the health of springs is directly tied to the health of the aquifer;
- Creates a definition for an “Outstanding Florida Spring” (OFS), which includes historic springs, and “priority focus area,” as an area where the aquifer is most vulnerable to pollutants. These must be delineated in a BMAP;
- Requires the DEP to adopt uniform rules and definitions for issuing CUPs in order to prevent harmful groundwater withdrawals. The bill allows the WMDs to implement more restrictive rules if necessary;
- Requires each OFS to have an adopted MFL by 2017 (the NFWFMD being the exception. It has until 2026). A WMD adjacent to an OFS that is affected by withdrawals in its jurisdiction must account for the OFS in its recovery and prevention strategies;
- Requires expeditious and concurrent adoption of prevention and recovery strategies with an MFL. The bill sets special requirements for recovery and prevention strategies in relation to an MFL;

- Allows local governments to apply for one 5-year extension (10 for rural areas of opportunity) for an OFS recovery project;
- Requires the DEP, by July 2016, to assess and make a determination for each OFS for which an impairment determination has not yet been made. The DEP is required to develop BMAPs for these OFSs, including a septic system remediation plan where they have been identified as a contributor of 20% or more of the non-point source pollution in the area or where septic system remediation is necessary to achieve a TMDL;
- Prohibits certain activities within a priority focus area, including new domestic wastewater facilities above a certain permitted capacity that do not meet advanced wastewater treatment standards, septic systems on less than 1 acre if they conflict with a remediation plan contained in a BMAP, new hazardous waste disposal facilities, land application of bio-solids, and agricultural operations that do not implement BMPs, etc.; and
- Requires the DEP, in conjunction with DACS and the University of Florida, to study, create, revise, or implement new rules and regulations, as well as BMPs, for improving and protecting OFSs;

Central Florida Water Initiative

Background: The Central Florida Water Initiative (CFWI) is a collaborative regional water supply endeavor to protect, conserve and restore the water resources of Orange, Osceola, Seminole and Polk counties, and southern Lake county and is where the boundaries of the SWFWMD, the SFWMD, and the SJRWMD converge. Through the CFWI, the three WMDs are working collaboratively with other agencies and stakeholders to implement effective water resource planning and conservation measures. Successful implementation of these measures requires close coordination and collaboration with state, regional and local governments, utilities, and other water users.

Proposed Changes: This bill makes the following changes regarding the CFWI:

- Revises the legislative intent of the CFWI to include language relating to the aquifer and water sustainability;
- Requires the DEP, in consultation with the SJRWMD, SFWMD, SWFWMD, and DACS, to adopt uniform rules for application in the CFWI Area that include:
 - A single, uniform definition of "harmful to the water resources," consistent with the term's usage in s. 373.219, F.S.;
 - A single method for calculating residential per capita water use;
 - A single process for permit reviews;
 - A single, consistent process, as appropriate, to set MFLs and water reservations;
 - A goal for residential per capita water use for each CUP; and

- An annual conservation goal for each CUP consistent with the RWSP; and
- Requires the DEP to initiate rulemaking for the uniform rules by December 31, 2016.

Lake Okeechobee Watershed Protection Program

Background: The Lake Okeechobee Watershed Protection Program is a series of programs aimed at reducing the level of phosphorus loading into the lake and thus into the downstream waters it feeds (water that includes Everglades National Park). In 2007, the Plan was expanded to include the Northern Everglades and Estuaries Protection Program (NEEPP), which regulates three major watersheds: The St. Lucie and Caloosahatchee Rivers, and the Lake Okeechobee Watershed.

Proposed Changes: This bill makes the following changes to NEEPP:

- Revises definitions contained in statute for clarity and conformity;
- Amends language relating to the role of the Lake Okeechobee Watershed Protection Plan, the Lake Okeechobee BMAP, the Lake Okeechobee Exotic Species Control Program, and the Lake Okeechobee Internal Phosphorous Management Program to specify that these are part of the Lake Okeechobee Watershed Protection Program;
- Requires the SFWMD, starting March 2020 and every five years after, to update the Plan to conform to the Lake Okeechobee BMAP;
- Specifies that the Lake Okeechobee BMAP is the watershed phosphorus control component for Lake Okeechobee;
- Provides new requirements for the Lake Okeechobee BMAP;
- Requires the SFWMD to revise Rule 40E-61, F.A.C., to be consistent with the changes to NEEPP contained in this bill; and
- Makes revisions to the Caloosahatchee and St. Lucie River Watershed Protection Programs, including the implementation of existing BMAPs for these water-bodies.

Regional Water Supply Plans (RWSPs)

Background: Each WMD is required to fund and implement water resource development projects in areas subject to RWSPs. Water supply development projects that are consistent with RWSPs receive priority funding assistance from the state or WMD if the project:

- Supports a dependable, sustainable supply of water that is not financially feasible;
- Provides substantial environmental benefits, but requires assistance to be economically competitive; or
- Significantly implements reuse, storage, recharge, or conservation of water that contributes to the sustainability of regional water sources.

Proposed Changes: This bill makes the following changes regarding RWSPs:

- Requires water supply development project options in a WMD's RWSP to be technically and financially feasible;
- Requires the water resource development component of the RWSP to:
 - Include a listing of water resource development projects that support water supply development for all existing and future reasonable-beneficial uses and for the natural systems as identified in the recovery or prevention strategies for adopted MFLs or water reservations; and
 - Include for each listed project an estimate of the amount of water to become available through the project for all existing and future reasonable-beneficial uses and for the natural systems as identified in the recovery or prevention strategies for adopted MFLs or water reservations;
- Requires an assessment of how the RWSP and the projects identified in the RWSP's funding plans for water supply and water resource development projects support the recovery or prevention strategies for implementation of adopted MFLs or water reservations, including MFLs for OFSS, while ensuring that sufficient water will be available for all existing and future reasonable-beneficial uses and the natural systems identified in the RWSP and avoiding the adverse effects of competition for water supplies;
- Requires the DEP to include in its annual status report to the Governor and Legislature an analysis of the sufficiency of potential funding from all sources for water resource development and water supply development projects identified in each of the WMD's RWSPs, and an explanation of how each project identified in the 5-year water resource development work program will contribute to additional water for MFLs or water reservations;
- Requires the consolidated WMD annual report to contain:
 - Information on all projects related to water quality or quantity as part of a 5-year work program, including: a list of all specific projects identified to implement a BMAP or recovery or prevention strategy; a priority ranking for each project for which state funding through the water resources work program is requested, which must be made available to the public for comment at least 30 days before submission of the report; the estimated cost and completion date for each listed project; the source and amount of financial assistance to be made available by the DEP, a WMD, or other entity for each listed project; and a quantitative estimate of each listed project's benefit to the watershed, water body, or water segment; and
 - A grade for each watershed, water body or water segment in which a listed project is located, which represents the level of impairment and violations of adopted MFLs;

- Requires a WMD's five-year water resource development work program to include an annual funding plan for each of the five years for the water resource and water supply development components of each approved RWSP, as well as an assessment of the RWSPs in supporting the implementation of MFLs and water reservations, and ensure sufficient water is available to avoid adverse effects of competition for water supplies. This information must be posted to the DEP's website;
- Authorizes WMDs to join with private landowners to carry out the WMD's duties and to contract with private landowners to finance acquisitions, construction, operation, and maintenance, as long as it is in the public interest; and
- Authorizes DACS to enter into agreements with private landowners to establish public-private partnerships that may create or impact wetlands or other surface waters.

Central & Southern Florida Project

Background: The Central & Southern Florida Project provides water control and protection from the recurrence of floodwaters for the highly developed urban area along the lower east coast of Florida and for the agricultural areas around Lake Okeechobee (including the towns around the lake), in the Upper St. Johns and Kissimmee River Basin, and in southern Miami-Dade County. Another Project function is the conservation of floodwaters for beneficial uses during dry seasons. The Project also delivers water to Everglades National Park according to a set schedule.

The U.S. Army Corps of Engineers operates and maintains Project works on the St. Lucie Canal, Caloosahatchee River, Lake Okeechobee levees, channels, and major spillways, and the main outlets for Water Conservation Areas 1, 2A, and 3A. The SFWMD operates the remainder of the Project in accordance with regulations prescribed by the U.S. Army Corps of Engineers.

Proposed Changes: This bill requires the SFWMD, as a sponsor of the Project, to:

- Exercise the authority of the state to allocate water quantities within its jurisdiction, including water supply in relation to the Project, and to be responsible for allocating water and assigning priorities among other water users served by the Project; and
- Provide recommendations to the U.S. Army Corps of Engineers that are consistent with all of the SFWMD's programs and plans, when developing or implementing water control plans or regulation schedules required for operation of the Project.

Surface Water Use Classification

Background: The federal Clean Water Act requires that states adopt water quality standards for navigable waters and water bodies that are specific to the use of that water body. Florida has five different classifications, ranging from Class I, potable water supplies used for fishing, recreation, and wildlife preservation, to Class 5, waters fit only for navigation, utility, and industrial use.

Reclassification of a water body's designated beneficial use can be initiated by DEP or by petition from another entity. A designated beneficial use may be upgraded, but there must be credible information showing the existence or attainability of the beneficial use. Currently, there is no separate classification for "treated" potable water supplies.

Proposed Changes: This bill authorizes the DEP to adopt by rule a specific surface water classification to protect surface water used for treated potable water supplies. The bill requires these designated water sources to have the same water quality criteria protections as surface waters designated for fish consumption, recreation, and the propagation and maintenance of a healthy well-balanced population of fish and wildlife.

The bill also requires the DEP to add treated potable water supply as a designated use for a surface water whenever a new or existing water treatment facility that provides drinking water from that water source is built.

Miscellaneous

In addition to making the above changes, this bill also:

- Makes revisions regarding the membership and responsibilities of the Harris Chain of Lakes Restoration Council;
- Requires the DEP to create a web portal for disseminating public information about access to conservation and recreation lands;
- Requires the DEP to study and evaluate the cost and feasibility of creating a centralized web database detailing all the state's watersheds, along with their impairment statuses, adopted MFLs, BMAPs, TMDLs, and other information pertaining to the health and recovery of the individual watersheds; and
- Requires the Office of Economic and Demographic Research to conduct an annual assessment of water resources and conservation lands to determine historical spending trends, and current and future funding requirements to comply with federal or state laws.

Effective Date: July 1, 2016

Organizational Structure of DEP (HB 561)

Background: The Department of Environmental Protection (DEP) is organized into the following structure:

- The Secretary is the head of the agency.
- Three deputy secretaries are appointed by the Secretary.

- Managers are appointed by the secretary and head the following special offices: the Office of Chief of Staff, the Office of General Counsel, the Office of Inspector General, the Office of External Affairs, the Office of Legislative Affairs, the Office of Intergovernmental Programs, the Office of Greenways and Trails, and the Office of Emergency Response.
- Six districts are headed by managers, appointed by the Secretary and involved in regulatory matters concerning waste management, water resource management, wetlands, and air resources.
- Divisions may have one assistant or two deputy division directors that direct the districts and bureaus on matters of interpretation and applicability of DEP rules and programs to ensure statewide and intradepartmental consistency. The divisions are: the Division of Administrative Services, the Division of Air Resource Management, the Division of Water Resource Management, the Division of Environmental Assessment and Restoration, the Division of Waste Management, the Division of Recreation and Parks, and the Division of State Lands.

Proposed Changes: This bill makes the following changes to DEP's organizational structure:

- Removes the Office of Chief of Staff, Office of General Counsel, Office of Inspector General, Office of External Affairs, Office of Legislative Affairs, Office of Intergovernmental Programs, Office of Greenways and Trails, and Office of Emergency Response;
- Establishes the Office of the Secretary and allows the secretary to establish offices within divisions or within the Office of the Secretary to promote the efficient and effective operation of DEP;
- Allows the Secretary to appoint a general counsel and entrusts the counsel with responsibility for all DEP legal matters;
- Requires that offices and districts be headed by managers and divisions be headed by directors;
- Exempts office/district managers and divisional directors from the Career Service System and includes them in the Senior Management Service.
- Adds the Division of Water Restoration Assistance as a division within DEP.

Effective Date: July 1, 2016

Public Educational Facilities (SB 576)

Background: Under current law, colleges that are a part of Florida College System, that are located within a municipality designated as an area of critical state concern, and that have a comprehensive plan and land development regulations which limit annual growth may construct

dormitories for up to 100 students. Currently only one such facility meets these requirements: Florida Keys Community College in Monroe County. Monroe County has strict ordinances against further development that may result in a population increase. As a result, many students find it difficult to find affordable housing.

Proposed Changes: This bill authorizes the construction of dormitories for up to 400 beds on an FCS institution campus that is located within a municipality designated as an area of critical state concern, and that has a comprehensive plan and land development regulations containing a building permit allocation system that limits annual growth.

Effective Date: July 1, 2016

Environmental Control (HB 589)

Background/Overview: Regulation of water resources continues to be a hotly debated topic within the state of Florida. Whether it is criteria for issuance of consumptive use permits (CUPs), water quality credits for trading, extension or issuance of well-operating permits, or membership requirements for inter-agency boards and regional councils, it seems there is significant legislation each year to address Florida's water resources. **CS/CS/CS/HB 589** is one of this year's "water bills." Its provisions touch on a number of different water regulation statutes.

Proposed Changes: This bill enacts the following changes:

- Exempts constructed clay settling areas at phosphate mines from rate of reclamation requirements where its beneficial use has been extended;
- Allows land set-asides and land use modifications not otherwise required by state law or permit to be used to generate credits for water quality credit trading;
- Modifies the prohibition against granting any variances that would result in the modified provision or requirement being less stringent than federal law. The bill authorizes moderating provisions or requirements under state law on the provision that it be subject to approval by the U.S. Environmental Protection Agency;
- Allows Solid Waste Management Trust Fund monies to be used to perform or complete the closure or long-term care of a solid waste landfill, provided the owner has previously submitted proof of insurance or an alternative form of financing. Funds may be used in cases where the insurance policy or alternative financial assurance mechanism is insufficient or otherwise inaccessible;
- Revises the licensure requirements for water well contractors;
- Amends the application requirements for general permits for the construction, alteration, and maintenance of stormwater management systems, requiring the application be

submitted prior to construction and requiring a licensed professional to certify the project; and

- Repeals s. 373.245, F.S., which provides supplemental liability for violations of consumptive use permit conditions that damage abutting permit holders, but requires the permit holder to first apply for and be denied relief from a water management district before availing themselves of other causes of action, remedies, or procedures.

Effective Date: Upon becoming law.

Agriculture (HB 749)

Background: Under current law, private landowners, as well as government agencies, may set aside a portion of their land as a “conservation easement.” A conservation easement is an undivided interest in the land, which must be maintained in a semi-natural state, with certain activities such as tree and shrub removal, dumping, and commercial sign posting forbidden. They may be temporary or perpetual. This interest runs with the land and is binding upon all subsequent owners. Conservation easements are entitled to reduced ad valorem taxes, or, in cases where the land is used exclusively for conservation, no ad valorem taxes at all. Although many commercial activities are banned, some agricultural practices such as grazing are allowed if they are conducted according to best management practices adopted by DACS.

In recent years, some private landowners have voiced concerns that the DEP may reclassify those lands that are recorded as conservation easements as non-agricultural wetlands due to their being taken out of production, despite the owners’ intention to continue using the land for bona fide agricultural purposes in the near future.

Proposed Changes: This bill allows for conservation easement agreements to permit agricultural activities (including livestock, silviculture, and forestry) if such activity is a current or historic use of the land placed under easement and the activity is in accordance with applicable best management practices adopted by DACS. The bill’s provisions do not restrict or diminish the authority granted in a previous conservation easement agreement for forest management and livestock grazing as a compatible use on lands subject to a conservation easement.

Effective Date: July 1, 2016

Solid Waste Management (SB 922)

Overview: This bill touches on two issues related to solid waste management. The first deals with the long-term care and maintenance of solid waste disposal facilities (i.e. landfills), and the second with the disposal of waste tires.

Solid Waste Management Trust Fund (SWMTF)

The Solid Waste Management Trust Fund was set-up to provide funding for solid waste management activities, technical assistance, and enforcement on the part of the DEP, as well as litter and mosquito control by the DOT and DACS, respectively. In order to open and operate a landfill, an operator must apply for a landfill closure permit and provide in the permit application a feasible closure plan, a cost estimate for the landfill's long-term maintenance and eventual closure (which must be updated every year), and proof that it has the financial means to meet these costs. In 2015, the landfill closure account was created within the SWMTF for the purpose of providing funds for the closure of five abandoned landfills. Funds to the account were provided by pre-existing insurance policies attached to the sites before they were abandoned. The monies are used to contract with third-parties to carry out the site closures. The statute creating the account is set to expire in 2016.

Waste Tire Abatement

Another program that receives funds from the SWMTF is the DEP's solid waste management grant program, which among its unofficial components includes a waste tire abatement program. This program provides funding to small counties for waste tire removal, collection, and disposal; construction of facilities for processing and recycling waste tires; and enforcement of waste tire ordinances. Funding for the program has dropped off since 2009.

Proposed Changes: This bill allows 5% of the 37% currently being allotted to the solid waste management grant program to be used for the waste tire abatement program. The solid waste management consolidated small county-grant program is also expanded to specifically include waste tire abatement. The population requirement to qualify for the program is raised from 100,000 to 110,000.

The bill revises the solid waste landfill closure account to authorize the DEP to provide funding for the closing and long-term care of a solid waste management facility beyond 2016. If the DEP contracts with a third party, the bill expands the DEP's authority by:

- Authorizing the DEP to use funds from the account to contract with a third party for the closing and long-term care of a solid waste management facility if the facility was not required to obtain a permit to operate from the DEP. This serves to increase the number of facilities that the DEP may provide funding for cleanup; and

- Allowing the DEP to use funds from the solid waste landfill closure account when the permittee provided an acceptable alternative form of sufficiently documented financial assurance for closing and long-term care of a solid waste management facility. This also increases the number of facilities for which the DEP may provide funding to cleanup.

The bill provides that if the funds available under an insurance policy or an alternative form of financial assurance are insufficient or otherwise inaccessible to perform or complete the closing or long-term care of a facility, the DEP may use funds from the solid waste landfill closure account to pay for or reimburse additional expenses needed for performing or completing the approved facility closure or long-term care activities. This will expand the circumstances under which the DEP may expend funds for closure and long-term care.

Effective Date: July 1, 2016

Implementation of Water & Land Amendment (HB 989)

Background: The Comprehensive Everglades Restoration Program (CERP) is an expansive, long-term partnership with the federal government to restore the Everglades. The plan, originally approved in the 2000 federal Water Resources Development Act, includes more than 60 projects that will take more than 30 years to complete and will cost an estimated \$13.5 billion. Florida and the federal government have a 50/50 cost share agreement to implement CERP.

One proposed source of funding is the Land Acquisition Trust Fund (LATF), which, as the result of a constitutional amendment in 2014, now receives 33% of the revenues from the documentary stamp tax.

Proposed Changes: This bill provides for the distribution of funds deposited into the LATF for Everglades, springs and Lake Apopka restoration. Of the funds remaining after the payment of certain debt service obligations, the Legislature must appropriate a minimum of 25% of the fund or \$200 million, whichever is less, for Everglades projects that implement CERP, including the Central Everglades Planning Project, the Long-Term Plan, and the Northern Everglades & Estuaries Protection Program. Funding is also dedicated for springs and Lake Apopka. The funds must be distributed in the following manner:

- \$32 million each fiscal year through to the 2023-2024 fiscal year to the South Florida WMD for the purposes of implementing the Long-Term Plan. After deducting the \$32 million
- A minimum of 76.5% or \$100 million, whichever is less, each fiscal year through to the 2025-2026 fiscal year for the planning, design, engineering and construction of CERP

projects (preference must be given to projects that reduce harmful discharges from Lake Okeechobee to the St. Lucie or Caloosahatchee estuaries in a timely manner.)

- 7.6% or \$75 million, whichever is lesser, must also be appropriated annually from the LATF for spring restoration, protection, and management projects.
- \$5 million annually through to the fiscal year 2025-2026 to the St. John's Water Management District for projects dedicated to the restoration of Lake Apopka.

Effective Date: July 1, 2016

Public Records/Security of Utility Agency Technology (HB 1025)

Background: Article I, section 24(a) of the Florida Constitution sets forth the state's public policy regarding access to government records. This section guarantees every person a right to inspect or copy any public record of the legislative, executive, and judicial branches of government. The Legislature, however, may provide by general law for the exemption of records from the constitutional requirements. The general law must state the public necessity justifying the exemption.

In recent years, the number and severity of unauthorized cyber intrusions of both private and government owned digital networks has increased exponentially. Amid an increasing awareness of the pressing need for better cyber security, there is also a growing concern that people may use public records laws to access sensitive documentation regarding the cyber security measures of public utilities that control access to electricity grids, water supplies, and other vital public infrastructure

Proposed Changes: This bill creates a public records exemption from Article I, section 24(a) of the Florida Constitution, and 119.07(1), F.S., for certain types of information regarding the cyber security measures of public utilities.

The bill defines a "utility" broadly as "any person or entity of whatever form that provides electricity, natural gas, telecommunications, water, chilled water, reuse water, or wastewater."

The types of information that are exempted include:

- Information related to the cyber security measures and technologies employed by a utility owned or operated by a local government; and
- Information related to the security of existing or proposed information technology systems or industrial technology control systems employed or operated by a local government.

The exemption will apply to information obtained before, on, or after the effective date of the bill. The exemption expires Oct. 2, 2021, unless re-enacted.

Effective Date: Upon becoming law.

State Lands (HB 1075)

Background: The State of Florida owns lands for many purposes, including preservation, conservation, recreation, water management, historic preservation, and administration of government. State lands are held in trust for the use and benefit of the people of Florida by the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees) while the DEP, through its Division of State Lands (DSL), performs the day to day staff duties and functions related to the acquisition, administration, and disposition of state lands.

According to the DEP, the Board of Trustees owns approximately 13 million acres. Approximately 3.4 million of these acres are conservation lands, 113,000 acres are non-conservation lands, and 9 million acres are sovereign submerged lands.

Proposed Changes: This bill makes the following changes to how state lands are acquired, managed, and disposed of:

- Combines the acquisition procedures for all state lands into one section of law;
- Requires conservation lands to be managed for conservation and recreation purposes, rather than for the purpose for which they were acquired;
- Combines the disposition procedures for all state lands into one section of law;
- Directs land managers, as part of their every 10-year management plan update, to identify conservation lands that could be disposed of in fee simple or with the state retaining a permanent conservation easement;
- Provides an exchange process that allows a person who owns land contiguous to Board of Trustees-titled land to submit a request to the DSL to exchange all or a portion of the state-owned land, with the state retaining a permanent conservation easement, for a permanent conservation easement over all or a portion of the contiguous privately owned land;
- Requires the DSL, in reviewing a request to exchange state lands with a private landowner, to submit the request to ARC for recommendation, and to submit ARC's recommendations to the Board of Trustees;
- Authorizes minimal secondary non-water dependent uses that are related to a water-dependent use over sovereign submerged lands;

- Requires ARC to give priority to proposed projects under the Florida Forever Program that can be acquired in less-than-fee and projects that contribute to improving springs or groundwater;
- Requires the DEP to add federally owned conservation lands, lands on which the federal government holds a conservation easement, and all lands on which the state holds a conservation easement to the SOLARIS state lands data base by July 1, 2018;
- Requires each county and city to submit to the DEP, by July 1, 2018, a list of all conservation lands owned by the local government and lands on which the local government holds a permanent conservation easement. Financially disadvantaged small communities have until July 1, 2019, to submit the same information;
- Directs the DEP to complete a study by January 1, 2018, regarding the technical and economic feasibility of including privately owned conservation lands in the public lands inventory.
- Authorizes the DEP to submit conservation lands managed or leased by an entity that is not meeting its short-term goals to ARC to consider whether the goals should be modified, the land offered to another entity for management or lease, or the land declared surplus;
- Provides that parcels of land appraised at \$25,000 or less may be declared surplus. Notice of intention to sell such parcels must be published on the water management district's website and sent by certified mail to all adjacent property owners. The district may receive bids to buy the parcel from these adjacent owners and sell to one of them within 14 days of the notice. The district has 30 days total following the notice to either accept the highest bid or reject all offers;
- Extends the deadline period during which a certified appraisal of surplus land must be obtained for land that a district intends to sell from 120 days to 360 days before the contract of sale is approved. The period in which the selling district must publish notice of the sale is extended from 45 to 360 days before the sale;
- Provides that a district board is not required to first offer title to lands no longer needed for conservation purposes to the Board of Trustees if the land was part of larger purchase already deemed surplus at the time of acquisition;
- Allows agencies to group non-conservation lands under one land use plan when the land uses are similar;
- Authorizes the Florida Fish and Wildlife Conservation Commission to adopt by rule protection zones that restrict the speed and operation of vessels to protect and prevent harm to springs;
- Requires DACS to follow certain acquisition procedures when acquiring conservation easements through the Rural and Family Lands Program; and

- Authorizes four full-time positions as well as \$396,040 in recurring and \$1,370,528 in non-recurring funds to the DEP for the purpose of implementing certain sections of the bill.

Effective Date: July 1, 2016

Dredge & Fill Activities (SB 1176)

Background: Dredging means excavation in wetlands or other surface waters or excavation in uplands that creates wetlands or other surface waters. Filling means deposition of any material in wetlands or other surface waters. Dirt, sand, gravel, rocks, shell, pilings, mulch, and concrete are all considered fill if they are placed in a wetland or other surface water. Dredging and filling activities are regulated by local governments, WMDs, the DEP, and the U.S. Army Corps of Engineers (Corps). At the federal level, permits are issued by the Corps using EPA guidelines, although the EPA may also issue general permits for certain low-intensity dredging and fill activities outside of Phase 1 waters (which are solely within the purview of the Corps) that can cover a regional or state-wide area. Furthermore, current law allows states, after a thorough review process by the EPA, to assume the EPA's responsibility for issuing general permits via their own programs. The Corps is also allowed to review and delegate federal general permitting to state government agencies via its State Programmatic General Permit program (SPGP). Because state agencies are acting under the purview of the Corps when issuing SPGP permits, they are allowed to authorize work in Phase 1 navigable waters. Current law authorizes the DEP and WMDs to issue general programmatic permits for dredge and fill activities impacting three acres or less of wetlands and navigable waters under the SPGP program.

Proposed Changes: This bill increases the acreage threshold that the DEP is authorized to implement a voluntary SPGP program for all dredge and fill activities pursuant to an agreement with the Corps. The threshold is increased to encompass activities impacting 10 acres or less of wetlands and other surface waters, including navigable waters. Applicants seeking to utilize a permit under this program must consent to federal wetland jurisdiction criteria contained in Section 404 of the CWA and Section 10 of the Rivers and Harbors Act.

The bill also removes a requirement that the delegation or assumption encompass all dredge and fill activities in, on, or over jurisdictional wetlands or waters, including navigable waters, within the state. Because the program is limited to activities impacting 10 acres or less, this requirement would have become a legal obstacle.

Effective Date: Upon becoming law.

Juvenile Detention Costs (SB 1322)

Background: Currently, the Department of Juvenile Justice (DJJ) operates secure detention facilities in 21 counties. During Fiscal Year 2014-2015, the DJJ served a total of 15,580 individual youths in these facilities. Marion County, Polk County, and Seminole County operate their own detention centers.

In 2004, the Legislature enacted statutes requiring joint financial participation by the state and counties in the provision of juvenile detention. The statute makes counties responsible for all pre-dispositional detention costs, while the DJJ is responsible for post-dispositional detention costs, costs for detention care in fiscally constrained counties, and costs for the detention of out-of-state youths.

Historically by this arrangement, the counties were responsible for 74% of detention costs and the state for 26%. The DJJ's apportionment of costs has been a source of administrative litigation by counties, with some counties disputing the DJJ's rules and interpretation of the financial apportionment statutes.

Proposed Changes: This bill amends the apportionment statute, requiring non-fiscally constrained counties to pay their proportionate share of the "total shared detention cost."

The bill defines the "total shared detention cost" as the amount of funds expended by the department for the costs of detention care for the prior fiscal year, including the recent actual certified forward amounts minus any funds expended by the department on detention care for juveniles residing in fiscally constrained counties or out of state youth.

"Fiscally-constrained counties" are defined as counties within a rural area of economic opportunity or counties for which the value of a mill will raise no more \$5 million in revenue (based on the certified school taxable value from the previous July).

For Fiscal Year 2016-2017, this amount is capped at \$42.5 million. Each county's percentage share is determined by dividing the number of juvenile detention days for juveniles residing in that county in the prior calendar year by the total number of detention days for juveniles in all non-fiscally constrained counties during the prior calendar year. Each county is then required to pay its percentage share in 12 equal payments on the first day of each month, beginning on July 1, 2016. The state is required to pay any remaining costs.

Beginning in the Fiscal Year 2017-2018 and for every fiscal year thereafter, non-fiscally constrained counties are required to annually pay a total of 50 percent of the total shared detention costs for the prior calendar year. The DJJ is responsible for calculating each county's share and providing this information to the counties on a specified date.

Effective Date: Upon becoming law.

Growth Management (HB 1361)

Overview: This bill touches a wide array of issues relating to growth management, in particular, the development of regional impact (DRI) process, modification of development orders, sector plans, aggregation, and annexation of enclaves.

DRI & The State-Coordinate Review Process

Background: A DRI is defined in statute as a planned development that would have a substantial effect on the health, safety, or welfare of the citizens of more than one county. There are currently two main review processes contained in statute, the old DRI process in s. 380.06 F.S., which is in the process of being phased out, and the newer state coordinated process in s. 163.3184, F.S. This often raises the question as to which review process is definitive.

Proposed Changes: This bill amends s. 163.3184, F.S., to clarify that a development subject to review under s. 380.06(30), F.S., must follow the state coordinated review process in s. 163.3184(4), F.S.

Administrative Decisions Regarding Plan Amendments

Background: In plan amendment cases, DEO enters final orders finding a plan amendment “in compliance,” and the Administration Commission enters final orders finding a plan amendment “not in compliance.” When an Administrative Law Judge (ALJ) with the Division of Administrative Hearings (DOAH) issues a recommended order to find a plan amendment “in compliance,” DOAH sends the recommended order to the DEO. The DEO can then enter a final order finding the plan amendment in compliance or, if it disagrees with the ALJ’s recommendation, it must refer the matter to the Administration Commission with its recommendation to find the plan amendment “not in compliance.” Statute requires that the DEO make every effort to enter the final order or refer the matter to the Administration Commission expeditiously but at a minimum within the time period provided by statute, which is 90 days after the recommended order is submitted to the agency.

Proposed Changes: This bill requires that recommended orders submitted under s. 163.3184(5)(e), F.S., become final orders within 90 days after issuance unless all parties agree to a time extension in writing, or the state land planning agency acts pursuant to subparagraph 163.3184(5)(e)1. or 2., F.S. This section also adds that absent written consent of the parties, if the ALJ recommends that the amendment be found not in compliance, the Administration Commission shall issue a final order within 45 days after the issuance of the recommended order. If the ALJ recommends the amendment be found in compliance, the state land-planning agency

must issue a final order within 45 days after the issuance of the recommended order. If the agency fails to do so, the recommended order becomes final.

The bill also requires that comprehensive plan amendments and land development regulations in the Apalachicola Bay Area of critical state concern be reviewed by the state planning agency rather than the Administration Commission.

Sector Plans-Minimum Acreage

Background: Current statute allows for local governments to adopt sector plans within the framework of their over-all comprehensive plans. Sector plans are a group of detailed, specific area plans that are developed, sometimes in coordination with other local governments in the region, with the purpose of addressing growth management issues within a planned area that impacts the wider region. The current statute requires such areas to be at least 15,000 acres in size.

Proposed Changes: This bill lowers the minimum acreage requirement from 15,000 to 5,000 acres.

Annexation of Enclaves

Background: Current law allows municipalities to annex some unincorporated areas for the purpose of providing municipal services and utilities to the residents of those unincorporated areas. There are voluntary and involuntary methods for achieving annexation, although state statute also provides for “expedited” annexations of unincorporated areas that are 10 acres or less in size. This may happen one of two ways:

- By inter-local agreement with the county having jurisdiction over the enclave, or
- By referendum of the enclave’s registered voters in cases where the number of voters residing in the enclave is less than 25.

Proposed Changes: This bill increases the size of an enclave that a municipality may annex using the expedited method from 10 acres to 110 acres.

Built-Out DRIs

Background: Current statute prohibits a local government from issuing permits for development in a DRI after the build-out date in the development order except under certain circumstances. For an essentially built out DRI, the developer, the local government, and the DEO may enter into an agreement establishing the terms and conditions for continued development, after which the development proceeds pursuant to the local comprehensive plan and land development regulations without further DRI review. Some agreements may be modified on request, with the consent of all parties and without further formal review. However, in cases where a proposed

change to a previously approved development creates the reasonable likelihood of additional regional impact, or any type of regional impact created by the change was not previously reviewed by the regional planning agency, such changes may subject the DRI to further review. This can be problematic in cases where the development is not increasing in size or intensity but rather decreasing, which calls into question the necessity for such a review.

Proposed Changes: This bill provides that a person does not lose the right to proceed with a development authorized as a DRI if a change is made to the development that only has the effect of reducing height, density, or intensity of the development from that originally approved. The change will allow parties to amend an essentially built out agreement between the developer, state land planning agency, and the local government without the submission, review, or approval of a notification of proposed change pursuant to the DRI process. Phase date extensions, if they are approved by the state land planning agency in consultation with the DOT and regional land planning council, are also exempted from review.

Additionally, one approved land use may be exchanged for another approved land use specified in the agreement for developing unimproved land. Before the issuance of a building permit pursuant to this exchange, the developer must demonstrate to the local government that the exchange ratio will not result in an increased impact to public facilities and will meet all applicable requirements of the comprehensive plan and land development code. In cases where a development is previously determined to impact inter-modal facilities defined in s. 339.63, F.S., the local government must first consult with the DOT before approving the exchange.

Any proposed change that exceeds DRI criteria is still subject to DRI review. A proposed development that is consistent with the existing comprehensive plan will not be required to undergo review pursuant to the state coordinated review process for comprehensive plan amendments. (Note: this subsection does not apply to amendments to a development order governing an existing DRI.)

The bill also provides that a DRI is essentially built out if developers are in compliance with the development order, but have not met all the reporting requirements.

Aggregation

Background: Current law provides that if two or more developments are determined to be part of a unified plan of development and are physically proximate to one another, they must be aggregated and treated as a single DRI. There are exceptions to this rule:

- DRIs that have already received development approval;
- Developments that were authorized before September 1, 1988, and could not have been aggregated under the law existing at that time; or
- Developments already exempted from DRI review.

Proposed Changes: This bill adds another exemption: newly acquired lands added to an existing DRI that comprise an area equal to or less than 10% of the total acreage that is subject to the existing DRI development order.

Rescission of DRI Status

Background: Changes in statutes or in a developer's development program may result in a development that is no longer considered a DRI, but was at the time it was approved. Section 380.115, F.S., preserves the vested rights of those developments and establishes a procedure under which the developers of such projects may seek to rescind the DRI development orders. Developments subject to this provision are those that are no longer defined as DRIs under the applicable guidelines and standards, developments that have reduced their size below the DRI guidelines and standards, and developments that are exempt from DRI review.

Proposed Changes: This bill clarifies the right of rescission of existing DRI orders. A development that elects to rescind a development order will be governed by the provisions of s. 380.115, F.S.

Military Representatives on Planning Boards

Background: Under current law, all members of a local government land planning or zoning board are required to file a statement of financial interest before being allowed to sit on the board. Current law also allows, and in some circumstances requires, a representative from any nearby military installations to be present at these board meetings in cases where a plan amendment may affect operations at these installations. However, military representatives are not allowed to vote at these meetings.

Proposed Changes: The bill provides that a non-voting military representative of county or local government land planning or zoning board is not required to file a statement of financial interest as is required of other board members.

County Boards

Proposed Changes: This bill allows county boards to hold joint meetings with the governing bodies of one or more adjacent local government districts in order to discuss matters relating to land development, economic development, or other matters of mutual interest. Public notice must be given to all participating counties and municipalities. Votes may not be taken during these meetings.

Effective Date: July 1, 2016

Transportation (HB 7027)

Background: This bill constitutes this year's transportation package, and as such contains a fair number of provisions touching on all aspects related to transportation infrastructure development and regulation. One section of the bill that is of particular relevance in the field of growth management deals with the DOT's established methods of ensuring compliance with federal highway and environmental regulations for road projects that involve federal funding. Whenever the DOT wishes to advance a highway project as being eligible for federal support, the department must first vet the project's consistency with the National Environmental Protection Act (NEPA) and other federal rules and requirements via two methods: the Efficient Transportation Decision Making (EDTM) and Project Development and Environment (PD&E) processes. The former involves the DOT reaching out to various agencies and stakeholders for the purpose of gathering the necessary input on the project. The latter requires the DOT to analyze and document this data, develop alternative plans and modifications, and ultimately submit its reports and recommendations to the Federal Highway Administration for comment, approval, and ultimate decision.

In 2012, Congress passed legislation (MAP-21) that authorizes states to take responsibility for ensuring compliance with NEPA and other federally mandated environmental laws, which was formerly with the Secretary of the US Department of Transportation (USDOT). This act allows Florida's DOT to assume final decision making authority in regard to highway project compliance with NEPA, as opposed to simply submitting data back and forth with the US Department of Transportation.

Proposed Changes: Section 5 of this bill creates a new sub-section of law authorizing the Florida DOT to take on the responsibilities of the US DOT with respect to highway projects regulated by NEPA and other environmental regulations. The FDOT will need to initiate rulemaking and adopt federal standards for approving these projects. The state will also be required to waive sovereign immunity for cases involving the state's enforcement of NEPA regulation as it relates to state highway projects, with the standard for review set by the US Administrative Procedures Act. The Florida DOT will also be authorized to enter into a memorandum of understanding with the US Secretary of Transportation. This action would effectively consolidate the NEPA decision making process within the FDOT itself, removing the need for direct federal oversight.

Effective Date: July 1, 2016

Public Corruption (HB 7071)

Background: Chapter 838, F.S., establishes a number of criminal offenses related to public officials or employees in the performance of their official duties, including bribery, unlawful compensation for official behavior, official misconduct, and bid tampering. In order to be convicted of an offense under ch. 838, F.S., a person must act “corruptly” or “with corrupt intent,” which is defined as “acting knowingly and dishonestly for a wrongful purpose.”

The statute as it is currently written applies to the following public officials:

- An officer or employee of a state, county, municipal, or special district agency or entity;
- A legislative or judicial officer or employee;
- A person, except a witness, who acts as a general or special magistrate, receiver, auditor, arbitrator, umpire, referee, consultant, or hearing officer while performing a governmental function; and
- A candidate for election or appointment to any of the positions listed above, or an individual who has been elected to, but has yet to officially assume the responsibilities of, a public office.

Proposed Changes: This bill makes a number of revisions to ch. 838, F.S., which are designed to further expand the scope of this chapter’s anti-corruption purpose. The bill:

- Expands the applicability of the criminal offenses enumerated under ch. 838, F.S., to include officers and employees of a public entity created or authorized by law;
- Provides that public contractors are eligible for prosecution on charges of official misconduct;
- Widens the scope of bid tampering to include public servants and public contractors who have contracted with a governmental entity to assist in a competitive procurement; and
- Revises the level of intent that must be demonstrated to prove corruption from “corruptly” or “with corrupt intent” to “knowingly and intentionally.”

Effective Date: October 1, 2016

Some portions of this report regarding the substance of the bills have been taken from staff analyses prepared by legislative staff of the Florida House and Senate, and some portions or analyses have been prepared by Anfield.



FLAGLER BEACH CITY COMMISSION

#9

City Manager's Report

Meeting Date: 5/12/16

Issue: Create a Full-time Pier Bait Shop Coordinator Position

From: Liz Mathis, Human Resource Officer

RECOMMENDATION:

Approve creating a full-time position for the Pier Coordinator with a salary category of SAM1. SAM1 range is minimum of \$25,458 and a maximum of \$38,188.

BACKGROUND:

Currently the Bait Shop Coordinator is a part-time position. It is becoming increasingly necessary to have a full-time coordinator to manage the overall Bait Shop operations and inventory more effectively.

BUDGETARY IMPACT:

LEGAL CONSIDERATIONS/SIGN-OFF:

PERSONNEL:

POLICY/REQUIREMENT FOR BOARD ACTION:

IMPLEMENTATION/COORDINATION:

Attachments

City of Flagler Beach

JOB TITLE: PIER BAIT SHOP COORDINATOR

DEPARTMENT: Beach

SUMMARY: Under general supervision of the Recreation Director performs public contact and general coordination of the City Pier Bait Shop.

ESSENTIAL FUNCTIONS: (Essential functions, as defined under the Americans with Disabilities Act, may include the following tasks, knowledge, skills and other characteristics. This list is ILLUSTRATIVE ONLY and is not a comprehensive listing of all functions and tasks performed by incumbents of this class.)

DUTIES AND RESPONSIBILITIES: (which are not in any hierarchical order)

1. Collect pier admission fees from the public and maintain a record of fees collected.
2. Write reports as required by management to assist in tracking fees and inventory.
3. Monitor Pier Shop inventory and order additional inventory as necessary.
4. Keep the work area clean and organized.
5. Create weekly work schedule and monitor employee hours
6. Coordinate Pier Shop employees and operations.
7. Maintain a working environment under the guidelines established by the City of Flagler Beach.
8. Monitor pier and restroom for issues including but not limited to disturbances and vandalism and call police to resolve these situations.
9. Monitor weather conditions and alert supervisor when dangerous conditions may occur and insures Pier is closed when necessary to promote public safety.
10. Assist the public by providing information about the facility.
11. Clean public restrooms and keep stocked with sanitary products (e.g. paper goods, etc.)
12. Perform other related duties as required and assigned.

KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge of the Pier services.
Knowledge of sales of baits and tackle supplies.
Knowledge of local fishing.
Ability to supervise employees.
Ability to work well with the public and other City Employees.
Ability to work on a computerized cash register.
Ability to count change.
Skilled in inventory control

PHYSICAL REQUIREMENTS AND WORK ENVIRONMENT: Work involves sedentary to light work in both indoor and outdoor settings. There is frequent need to stand, stoop, walk, sit, climb small ladders, lift light objects (up to 25 pounds) and perform other similar actions during the course of the day. This position may also have varying shifts. The City of Flagler Beach promotes a drug/alcohol free work environment through the use of mandatory pre-employment, random and/or reasonable suspicion drug testing.

MINIMUM QUALIFICATIONS: High School diploma or equivalent. Basic understanding of financial computations. Experience in working with the public and a Valid Florida Driver's License required. Knowledge of local fishing preferred.

#10

RESOLUTION 2016-25

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING RESOLUTION 2015-25 WHICH ADOPTED THE 2015/2016 FISCAL YEAR SALARY SCHEDULE, PROVIDING FOR CONFLICT AND AN EFFECTIVE DATE.

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

SECTION 1. The Salary Schedule for Fiscal Year 2015/2016 is amended as outlined in exhibit "A" to amend the salary range of the Pier Coordinator.

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

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

PASSED AND ADOPTED THIS ____ DAY OF APRIL, 2016.

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

ATTEST:

Linda Provencher, Mayor

Penny Overstreet, City Clerk

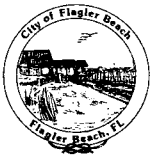
Exhibit "A"
Resolution
2016-25

Pier Coordinator

Department	Job	FY	Classification	Status	Code	Minimum	Mid point	Standard	Max
		15/16							

Proposed Range:

		F/T							
5242	Pier Coordinator	Hourly	SAM-1	\$25,458	\$31,824	\$38,188			



FLAGLER BEACH CITY COMMISSION

Item No. 11

Meeting Date: 05-12-2016

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

From: Kathleen Doyle, Finance Director

Organization: City Staff

RECOMMENDATION: Approve Resolution 2016-26.

BACKGROUND: The pier restrooms are due for some repairs and maintenance; unfortunately, this was not addressed in the current budget. Estimates for the repairs are between \$5800 and \$7500. Also, the amount of funds budgeted for citywide repairs and maintenance was enough for the needs of the city. An amendment for an additional \$10,000 to cover pier restrooms and remaining citywide maintenance is requested.

BUDGETARY IMPACT: The amount of \$10,000 will be needed from the Unrestricted General Fund Balance.

LEGAL CONSIDERATIONS/SIGN-OFF: N/A

PERSONNEL: N/A

POLICY/REQUIREMENT FOR BOARD ACTION: N/A

IMPLEMENTATION/COORDINATION: N/A

Attachments:

- Resolution 2016-26

RESOLUTION 2016-26

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	001.5191.304600	Repairs & Maintenance – Building Maintenance	\$10,000
Increase	001.3800.389102	General Appropriated Fund Balance	\$10,000

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 MAY, 2016.

ATTEST:

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

Penny Overstreet, City Clerk

Linda Provencher, Mayor

Penny Overstreet

#12

From: Drew Smith <dsmith@shepardfirm.com>
Sent: Wednesday, April 27, 2016 2:08 PM
To: Penny Overstreet
Cc: Larry Newsom
Subject: RE: scan of interlocal

Penny:

I note that the Interlocal provides that there shall be no out of city surcharges charged by the City within the service area in the County. I assume that that is the end result of the discussions with the County on that portion. I point it out only to make sure that that was in fact the end result of those discussions (since there was some talk about removing it).

If that item is as the City intends it, I am fine with the Interlocal.

Thanks.

Drew



DISCLAIMER:

The information transmitted is intended only for the person or entity to which it is addressed and contains confidential and/or privileged materials protected under the Attorney-Client Privilege. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited. If you received this in error, please contact the sender and delete the material from any computer.

From: Penny Overstreet [<mailto:POverstreet@CityofFlaglerBeach.com>]
Sent: Wednesday, April 27, 2016 12:43 PM
To: Drew Smith
Subject: scan of interlocal

Penny Overstreet CMC
City Clerk
City of Flagler Beach

Administration

1769 E. Moody Blvd Bldg 2
Bunnell, FL 32110



www.flaglercounty.org

Phone: (386)313-4001

Fax: (386)313-4101

April 25, 2016

Larry Newsom, City Manager
City of Flagler Beach
105 South Second Street
P.O. Box 70
Flagler Beach, FL 32136

RE: Interlocal Agreement for Water and Wastewater Service - Area John Anderson Corridor

Mr. Newsom:

Enclosed please find one original copy of the Interlocal Agreement for Water and Wastewater Service - Area John Anderson Corridor. Please sign and return this original document. Flagler County will execute the document and send you a digital copy for your records.

Sincerely,



Sally Sherman
Deputy County Administrator

Attachment
SS/ld

Charles Ericksen, Jr.
District 1

Frank Meeker
District 2

Barbara Revels
District 3

Nate McLaughlin
District 4

George Hanns
District 5

AFTER RECORDING RETURN TO:

Al Hadeed, Attorney Flagler County
1969 E. Moody Blvd, Bldg 2
Bunnell, Florida 32110

**INTERLOCAL AGREEMENT
WATER AND WASTEWATER SERVICE AREA
JOHN ANDERSON CORRIDOR**

THIS INTERLOCAL AGREEMENT is made and entered into this ___ day of May, 2016 by and between **FLAGLER COUNTY**, a political subdivision of the State of Florida (the "County") and the **CITY OF FLAGLER BEACH**, a municipal corporation created and existing under the laws of the State of Florida (the "City") and, collectively known as the "Parties".

RECITALS

WHEREAS, The Parties are authorized by Florida Statutes 163.01 to enter into interlocal agreements to cooperatively and efficiently use their powers to provide public services that will advance the general health, safety and welfare for the citizens of Flagler County; and

WHEREAS, The County, the Cities of Flagler Beach and Palm Coast and the Gardens at Hammock Beach Property Developers' Association, Inc., entered into a Stipulated Settlement Agreement for Water and Wastewater Service Area ("Agreement"), on January 31, 2007, Recorded in Book 1560 Page 471 thru 514, to provide water and wastewater services to customers within and outside of their respective service areas as more particularly described in the Agreement (Exhibit "B"); and

WHEREAS, in accordance with the Agreement, the Parties desires to enter into this interlocal agreement which will serve as written consent to allow the City to provide utility services in a specific area within the unincorporated County as shown in Exhibit "A"; and

WHEREAS, the City is willing and able to provide direct Water and Wastewater Utility services to this area and the future residents within it; and

WHEREAS, it is determined to be in the best interest of the public, and to the mutual benefit of both Parties, that each of the Parties work in concert to ensure utilities are properly provided to the expanded area, in an effective and efficient matter.

NOW, THEREFORE, in consideration of the recitals and mutual obligations contained herein, the Parties hereby covenant and agree as part of this written consent as follows:

SECTION 1. RECITALS. The above recitals are true and correct, and by this reference are incorporated in this Interlocal Agreement.

SECTION 2. SERVICE AGREEMENT TERM.

- a. **Provision of Utility Services:** The County hereby consents to allow the City to provide water and wastewater services along John Anderson Corridor, subject to all of the terms and conditions stated herein.

- b. **Improvements and Dedications:** The City shall be responsible for the installation of improvements or procuring their installation from a developer or other third party source ("Developer") deemed necessary by the City for delivery of the utility services to property within the service area (the "offsite improvements"). The City shall be responsible for dedicating or causing to be dedicated all easements deemed necessary for delivery of the utility services.
 1. As used in this Agreement, "Installation" includes all designing, planning, engineering, constructing, inspecting, and testing activities related to the improvements or facilities for which installation is required.
 2. The offsite improvements shall be designed and improvement plans prepared by a professional engineer.
 3. The offsite improvements shall be installed in accordance with City standards.
 4. The City agrees to reimburse the developer for the cost of oversizing the utility pipes along John Anderson Corridor. More specifically, after acceptance by the City of certain over-sized utility pipes that have been installed by the Developer and acceptance of final engineering certified construction costs, the City will reimburse the difference in eligible costs between the oversized utility pipes actually installed and the minimum size line that would have been required to service the Developer's Project.

SECTION 3. CUSTOMERS, RATES AND CHARGES. Customers within the service area as depicted in Exhibit "A" shall be direct customers of the City. In accordance with Section 4.2 of the Agreement, no "out-of-city" surcharges will be added for water and wastewater services. The provision of water and wastewater services is subject

to prevailing rates, fees, and charges of the City. These rates, fees, and charges are subject to change.

SECTION 4. WATER AND WASTEWATER IMPACT FEE. All connections made to the water and wastewater system shall be charged the full amount of the current impact fee.

SECTION 5. ANNEXATION. No property described herein shall be required to, as a condition of the provision of water and wastewater, annex into the City upon becoming contiguous and adjacent to the City corporate limits.

SECTION 6. NOTICE. All notices, consents, approvals, waivers and elections that any party shall be required or shall desire to make or give under this Agreement shall be in writing and/or shall be sufficiently made or given only when mailed by Certified Mail, postage prepaid, return receipt requested, addressed as follows to the parties listed below or to such other address as any party hereto shall designate by like notice given to the other parties hereto:

COUNTY: County Administrator
Flagler County
1769 East Moody Blvd., Building 2
Bunnell, Florida 32110

CITY: City Manager
City of Flagler Beach
P.O. Box 70
Flagler Beach, FL 32136

SECTION 7. ENTIRE AGREEMENT AND MODIFICATION: This agreement constitutes the entire understanding of the Parties and there are no representations or undertakings other than those expressed and set forth herein. No modification of any of the terms of this agreement shall be valid unless in writing and executed with the same formality as this agreement.

Section 8: Effective Date: This Agreement shall be effective as of the date it is recorded by the Clerk of the Courts.

[REMAINDER OF THIS PAGE IS LEFT BLANK]

IN WITNESS WHEREOF, the County and the City have caused this written consent for Water and Wastewater Service Area Agreement and authorized officials of the Parties executed this Interlocal Agreement on the dates indicated below.

**FLAGLER COUNTY BOARD OF
COUNTY COMMISSIONERS**

By: _____
Barbara Revels, Chair

Date Signed: _____

ATTEST:

Gail Wadsworth, Clerk of the
Circuit Court and Comptroller

APPROVED AS TO FORM:

Al Hadeed, County Attorney

THE CITY OF FLAGLER BEACH

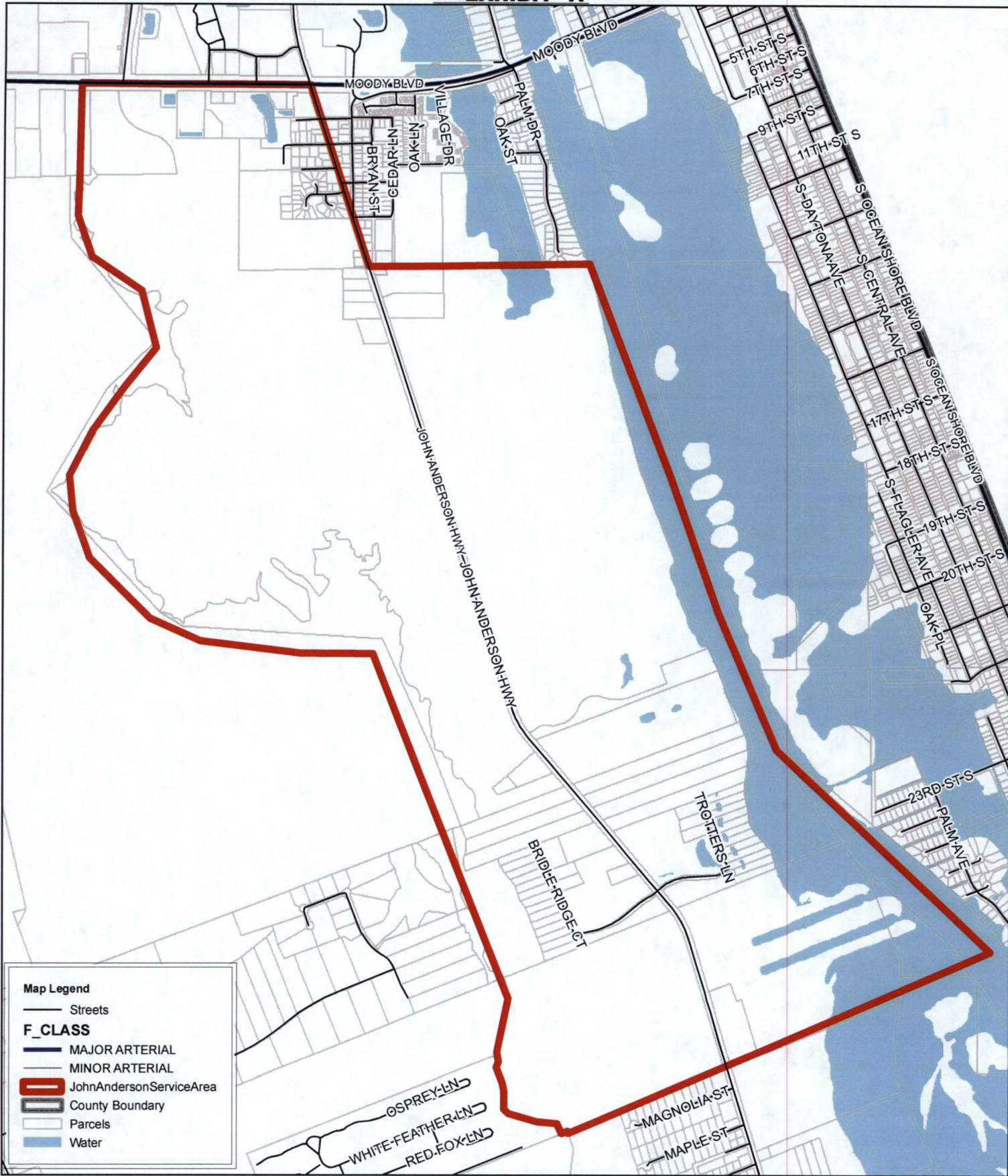
By: _____
Mayor Linda Provencher

Date Signed: _____

ATTEST:

City Clerk of the City of Flagler Beach

EXHIBIT "A"

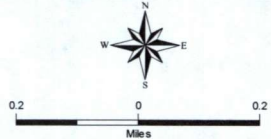


Map Legend

- Streets
- F_CLASS**
- MAJOR ARTERIAL
- MINOR ARTERIAL
- JohnAndersonServiceArea
- ▭ County Boundary
- ▭ Parcels
- ▭ Water

John Anderson Service Area

Prepared by: Victoria Denson	Checked by: Victoria Denson	Approved by: Kevin Guthrie
Date: 4/19/2016	Date: 4/19/2016	Date: 4/19/2016
Source: FLAGLER COUNTY EMERGENCY MANAGEMENT SERVICES		
Source: FLAGLER COUNTY GIS		
Revisions:		
Revisions:		



Disclaimer: "This map is for reference only. Data provided are derived from multiple sources with varying levels of accuracy. Putnam County and its employees disclaim all responsibility for the accuracy or completeness of the data shown hereon."



IN THE CIRCUIT COURT OF THE SEVENTH JUDICIAL CIRCUIT IN AND
FOR FLAGLER COUNTY, FLORIDA

CITY OF FLAGLER BEACH,
a municipal corporation of the
State of Florida, and
CITY OF PALM COAST, a municipal
corporation of the State of Florida

Plaintiff,

CASE NO.: 06-001531CA

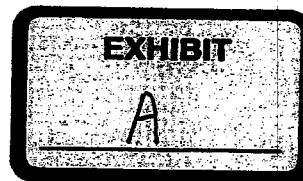
v.

HAMMOCK BEACH RIVER CLUB PROPERTY
OWNERS' ASSOCIATION, INC., n/k/a
THE GARDENS AT HAMMOCK BEACH
PROPERTY OWNERS' ASSOCIATION, INC.,
a Florida Non-Profit Corporation, and
FLAGLER COUNTY, a Political subdivision
of the State of Florida

Defendants.

SETTLEMENT AGREEMENT

This Stipulated Settlement Agreement ("Agreement") is made and entered into this ____ day of January, 2007 by and among CITY OF FLAGLER BEACH, a municipal corporation of the State of Florida ("FLAGLER BEACH"), FLAGLER COUNTY, a political subdivision of the State of Florida ("COUNTY"), THE GARDENS AT HAMMOCK BEACH PROPERTY OWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation, f/k/a Hammock Beach River Club Property Owners' Association, Inc. ("POA"), and the CITY OF PALM COAST, a municipal corporation of the State of Florida ("PALM COAST"). FLAGLER BEACH, COUNTY, POA, and PALM COAST shall hereafter collectively be referred to as the "Parties."



55

RECITALS

1. The Parties have raised disputes over who should provide water and wastewater service in portions of Flagler County, Florida.
2. PALM COAST, COUNTY, and FLAGLER BEACH initiated proceedings under Chapter 164, *Florida Statutes*, and met throughout 2006 to resolve their disputes.
3. FLAGLER BEACH and PALM COAST have entered a series of four interlocal agreements in March, July and August of 2006 regarding water and wastewater service areas (the "Initial Agreements").
4. The COUNTY and POA entered into a Utility Asset Transfer Agreement approved August 21, 2006, and executed on September 26, 2006, regarding the provision of water, wastewater, and reclaimed water service to property described in Composite Exhibit "A" to that agreement (the "Utility Asset Transfer Agreement").
5. FLAGLER BEACH filed a complaint against COUNTY and POA on or about August 30, 2006, in the above captioned action (the "Action"), in which PALM COAST was granted subordinate intervenor status on October 5, 2006.
6. FLAGLER BEACH filed a Notice of Voluntary Dismissal without prejudice of its Action against COUNTY on December 14, 2006.
7. The Parties mediated this dispute on December 22, 2006, and have reduced to writing their agreement in this document.
8. The governmental signatories to this Agreement wish to create a mutually binding agreement which cannot be abrogated during its term by future commissions, councils, or boards.
9. The Parties have consented to the rejoinder of the COUNTY into the Action as a party-Defendant and for PALM COAST to be granted full party status in the litigation as a party-Plaintiff for the purposes of settling said Action with this mutually binding agreement.
10. All Parties now wish to resolve the Action.

ACCORDINGLY, in consideration of the above-stated Recitals, the covenants set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties hereto, the Parties agree as follows:

TERMS

SECTION 1. RECITALS. The above Recitals are true and correct and are hereby incorporated in this Agreement as a material part thereof.

SECTION 2. SUBMISSION OF ORDER. The Parties to this proceeding will submit to the Court a joint motion and agreed Order approving this Agreement, a copy of which joint motion and agreed Order are attached to this Agreement as a material part, upon its full execution by the Parties.

SECTION 3. INCORPORATION OF EXHIBIT "A," UTILITIES TERRITORIAL SERVICE AREA BOUNDARY MAP. The Parties agree to and do hereby incorporate, as a material part, into this Agreement Exhibit "A" (two maps hereafter collectively "Map"). The Map shall be referred to and explained as set forth in this Agreement.

SECTION 4. AGREEMENTS AMONG FLAGLER BEACH, COUNTY, PALM COAST AND POA.

4.1. Service Area Agreement.

(1) The Parties agree to the retail water and wastewater service areas as depicted on the Map, and shall not offer to serve or serve within the service area of another Party without the express written consent of the other Party. The COUNTY shall be the retail water and wastewater provider along the John Anderson Highway corridor north and east of Bulow Creek and south of State Road 100 as depicted on the Map ("John Anderson Corridor"). FLAGLER BEACH shall provide reclaimed water directly to the POA for use on the project known as the Gardens at Hammock Beach Planned Unit Development ("PUD") the property description of which is set forth in Exhibit "B" (the "PUD Property") as further set forth below.

(2) FLAGLER BEACH shall provide to the COUNTY sufficient wholesale water and wastewater service capacity for the COUNTY to provide retail water and wastewater service to the PUD Property, and also to provide retail water and wastewater service to the John Anderson Corridor utilizing said wholesale capacity. FLAGLER BEACH shall provide up to 216,250 gallons per day, annual average daily flow ("GPDADF") of water service capacity and 173,000 GPDADF of wastewater service capacity to the COUNTY ("Wholesale Capacity"), of which 178,750 GPDADF of water service capacity and 143,000 GPDADF of wastewater capacity shall be expressly reserved for use on the PUD Property ("PUD Reserved Capacity"). In the event that additional water service capacity or wastewater capacity in excess of the PUD Reserved Capacity is required for the build-out development of the PUD Property, the COUNTY shall make such capacity available for the PUD Property to the extent available from the Wholesale Capacity. If the COUNTY has no such capacity available at the time of the request, then FLAGLER BEACH shall make such capacity available to the COUNTY for the PUD Property to the extent available at the time of the request. In the event that the COUNTY requires additional water service capacity or wastewater capacity for the John Anderson Corridor in excess of the Wholesale Capacity available to the COUNTY, then FLAGLER BEACH shall make such capacity available to the COUNTY to the extent available at the time of the request. If FLAGLER BEACH has no capacity available at the time of a request for additional capacity for either the PUD Property or the John Anderson Corridor, FLAGLER BEACH, the POA and the COUNTY will cooperate to timely expand capacity to the extent financially feasible and permit-able. Additional water service capacity and wastewater capacity that may be made available by

FLAGLER BEACH to the COUNTY as set forth above shall be added to the definition of Wholesale Capacity. The PUD Reserved Capacity and any other capacity reserved for the PUD Property in the future may not be used by the County without the prior written consent of the POA.

(3) The County and the POA shall not build water or wastewater treatment plants to serve the John Anderson Corridor, provided, however, if FLAGLER BEACH is unwilling or unable to timely expand capacity for COUNTY needs in the John Anderson Corridor (including the PUD Property), COUNTY may build or expand plants to serve said area. The POA shall design, permit, and construct a wastewater line to be metered at FLAGLER BEACH's wastewater plant and a metered water line along John Anderson Highway to connect FLAGLER BEACH facilities to the PUD Property and to loop the water system, as more fully described on Exhibit "C" to this Agreement, incorporated as a material part of this Agreement.

4.2. Rates and Charges.

(1) FLAGLER BEACH agrees that the wholesale water and wastewater rates to be charged COUNTY ("Wholesale Rates") will be equal to the base facility charge per equivalent residential connection ("ERC") and gallonage rates charged by FLAGLER BEACH to its retail water and wastewater customers inside the FLAGLER BEACH city limits based upon and calculated by the number of ERCs connected to the COUNTY'S retail system in the John Anderson Corridor, with ~~no out-of-city surcharge added thereto as a material part of the consideration for the COUNTY and POA settling the Action and entering into this Agreement.~~ A further explanation of the rate calculation is set forth in Exhibit "D." Such FLAGLER BEACH ~~in-city retail base facility charges and~~

gallorage rates may be changed from time to time provided FLAGLER BEACH agrees to provide COUNTY and POA sixty (60) days advance written notice prior to applying any such increases to the COUNTY Wholesale Rates. The COUNTY agrees that the retail rates charged by the COUNTY to customers within the PUD Property shall be consistent with Section 5.06(b) of the Utility Asset Transfer Agreement (which Utility Asset Transfer Agreement is otherwise terminated pursuant to the provisions of Section 4.3(1) below). FLAGLER BEACH agrees that the COUNTY retail customers within the PUD Property shall have standing to participate in any change in the Wholesale Rates as if they were direct retail customers of FLAGLER BEACH.

(2) FLAGLER BEACH agrees that the water and wastewater capacity / capital charges / impact fees ("Impact Fees") as set forth in FLAGLER BEACH rate ordinances for in-city customers ("Rate Ordinance") shall be applicable, without surcharge, to the COUNTY for the Wholesale Capacity serving the PUD Property. FLAGLER BEACH agrees that the POA shall, on behalf of the COUNTY, pay or be responsible to FLAGLER BEACH directly for payment of Impact Fees related to the PUD Property, which Impact Fees shall be paid directly from the POA to FLAGLER BEACH. Impact Fees shall be based upon an annual average flow on a per ERC basis, with an ERC defined as 250 GPDADF for water and 200 GPDADF for wastewater. Payment of said Impact Fees by the POA for the PUD Property shall be offset by the POA credits as set forth below. The Impact Fees set forth in the Rate Ordinance, as amended from time to time, shall also apply to any additional water and wastewater capacity requested by the COUNTY or the PUD Property owners from time to time, provided any such additional capacity shall require a further agreement among

the COUNTY, FLAGLER BEACH and the PUD Property owners (as applicable). The capacity in excess of the PUD Property owner's use made available by FLAGLER BEACH shall be acquired by FLAGLER COUNTY as needed for units within the John Anderson Highway Corridor.

4.3. Regulatory Matters.

(1) COUNTY and POA agree that all developer orders as defined in Section 380.04, *Florida Statutes*, are hereby amended to delete the requirement for POA to convey a utility site and build a water plant and wastewater plant. Water and wastewater pipelines in the PUD Property shall be designed, permitted, constructed, and conveyed to the COUNTY pursuant to Article 5 of the Utility Asset Transfer Agreement, which Utility Asset Transfer Agreement is otherwise hereby terminated.

(2) FLAGLER BEACH, COUNTY, PALM COAST and POA shall support modifying FLAGLER BEACH's water use permit issued by the St. Johns River Water Management District ("SJRWMD") to increase permitted water allocation for the water Wholesale Capacity. This Agreement is subject to such modification of FLAGLER BEACH's water use permit by SJRWMD.

(3) FLAGLER BEACH, COUNTY, PALM COAST and POA shall support modifying the POA's water use permit application in review by the SJRWMD to remove the potable water demand while maintaining interim water for golf construction with long-term back-up well withdrawals in case reclaimed water is unavailable from time to time due to maintenance or other momentary lapses in service. This Agreement is subject to approval of such POA water use permit by SJRWMD.

(4) FLAGLER BEACH, PALM COAST and COUNTY shall execute proper Florida Department of Environmental Protection ("FDEP") permit applications for the PUD Property consistent with this Agreement. This Agreement is subject to approval and issuance of FDEP permits or permit modifications for construction and operation of the reclaimed water facility and concentrate disposal as provided in Section 4.4 below.

(5) In the event necessary permits required above are not issued in a timely manner, then the affected Parties shall have the right to take any reasonable actions to effectuate the provision of utility service as needed.

4.4. Irrigation / Reclaimed Water Issues.

(1) The POA shall design, permit, and construct a reclaimed water treatment facility capable of producing 1.0 million GPDADF of reclaimed water ("Reclaimed Water Capacity") meeting FDEP requirements under Chapter 62.610 F.A.C. ("Reclaimed Facility"), at its expense, to be located on the FLAGLER BEACH wastewater treatment plant site, to be conveyed at completion to FLAGLER BEACH. The Reclaimed Facility shall be constructed as a condition of delivery of the Wholesale Capacity by FLAGLER BEACH, subject to the provisions of Section 4.5(2) below. The Reclaimed Facility design capacity is subject to further coordination among FLAGLER BEACH, the POA and FDEP and shall depend, in part, on the level of mixing of FLAGLER BEACH treated effluent allowed by the FDEP for irrigation, and on the approval of FDEP and USEPA on the surface water discharge of the confluence of FLAGLER BEACH effluent and Reclaimed Facility byproduct effluent.

(2) FLAGLER BEACH agrees to an Impact Fee credit in favor of the POA equal to 865 ERCs of water service capacity and 865 ERCs of

wastewater service capacity against Impact Fees that would otherwise be charged by FLAGLER BEACH to the POA for the Wholesale Capacity, to be credited upon conveyance of the Reclaimed Facility to FLAGLER BEACH (pro rata Impact Fee credit shall be reasonably granted by FLAGLER BEACH during construction of the Reclaimed Facility if requested by the POA based upon verified interim project cost payments by the POA). The POA may assign excess Impact Fee Credits to the COUNTY and to PUD Property owners. In addition, the POA shall be entitled to utilize Impact Fee Credits from FLAGLER BEACH on property that may be developed by the POA Parties within the John Anderson Corridor ("Future Development"), provided, the cumulative Impact Fee Credits for the Wholesale Capacity shall not exceed the cost of the Reclaimed Water Capacity constructed by the POA.

(3) POA agrees to accept, and FLAGLER BEACH agrees to deliver the Reclaimed Water Capacity, based on a cost recovery charge of twenty five cents (\$0.25) per thousand gallons ("Cost Recovery Charge"). Such Cost Recovery Charge may be adjusted from time to time for cost reductions or increases in chemicals, electricity and direct labor, provided that FLAGLER BEACH provides the POA sixty (60) days notice of any such proposed change. FLAGLER BEACH agrees to provide to POA all Reclaimed Water Capacity meeting FDEP requirements, subject to POA need for irrigation uses. Should FLAGLER BEACH have insufficient Reclaimed Water Capacity available from time to time due to treatment plant maintenance, service interruptions or non-specification reclaimed water to serve all the PUD Property, the POA shall have the right to provide backup irrigation quality water to the PUD Property from other permitted sources. POA or a community development district may be the

recipient of the Reclaimed Water Capacity. Should FLAGLER BEACH have more reclaimed water than the POA can accept for irrigation purposes on the PUD Property from time to time, FLAGLER BEACH shall reuse or dispose of such excess reclaimed water elsewhere.

4.5. Miscellaneous Agreements.

(1) FLAGLER BEACH, POA, PALM COAST and COUNTY agree to and incorporate the Map into this Agreement. This Agreement shall survive any future annexations that may occur of all or any part of the PUD Property, and this Agreement shall not be used as a basis for supporting annexation of all or any portion of the PUD Property.

(2) FLAGLER BEACH represents and warrants to the POA that it has or will have the capacity and infrastructure available to provide all of the Wholesale Capacity on or before January 1, 2008, subject to the terms of this Agreement, and such Wholesale Capacity shall be provided at an adequate pressure to meet current and future fire flow requirements for the PUD Property. Notwithstanding the foregoing and for purposes of PUD Property construction utility demands, development models, initial landscaping and pre-opening facility needs, FLAGLER BEACH agrees to provide thirty (30) ERCs of the Wholesale Capacity for the PUD Property from FLAGLER BEACH's water and wastewater utility system (collectively "Construction ERCs") upon the payment by the POA to FLAGLER BEACH of Impact Fees for such capacity, which Impact Fees shall be refunded by FLAGLER BEACH to the POA upon the POA's completion and conveyance of the Reclaimed Water Facility to FLAGLER BEACH. The POA acknowledges that delivery of the Construction ERCs by FLAGLER BEACH shall

be subject to the POA's completion of the required interconnection facilities as provided in Section 4.1(3) above.

(3) FLAGLER BEACH further represents and warrants to the POA that except for the payment of Impact Fees by the POA and payment of the cost of the Reclaimed Water Capacity as set forth above, FLAGLER BEACH shall not charge the POA or customers within the PUD Property any additional fees or charges related to the reservation or provision of Wholesale Capacity and Reclaimed Water Capacity (exclusive of any rates, fees and charges related to Wholesale Capacity to the County as provided above).

(4) The COUNTY represents and warrants to the POA that the COUNTY shall not charge the POA any Impact Fees or other fees or charges related to the reservation or provision of Wholesale Capacity and Reclaimed Water Capacity (exclusive of equal rates, fees and charges related to retail service to customers).

4.6. Beverly Beach Interconnect. FLAGLER BEACH agrees to provide COUNTY with up to 20,000 GPDADF of wholesale water service capacity through the Beverly Beach interconnect within 180 days of approval of this Agreement, at a time mutually agreed upon with the County. Delivery of this capacity shall be subject to payment of impact fees and rates as set forth in Exhibit "D" hereof.

SECTION 5. AGREEMENTS BETWEEN PALM COAST AND COUNTY.

PALM COAST and COUNTY agree as follows:

5.1. Service Area Agreements. PALM COAST and COUNTY agree to the retail water, wastewater, and reclaimed water service areas as depicted on the Map, and shall not offer to serve or serve within the service area

of another without the express written consent of the other. PALM COAST may serve within its current and future City Limits; provided, however, it may not serve within COUNTY's service area as depicted on the Map, subject, however, to the provisions of Section 5.3 of this Agreement. PALM COAST and the COUNTY may enter into subsequent agreements in order to provide efficient and cost effective utility service to the public.

5.2. Wholesale Water Supply and Extension of Water Line.

PALM COAST agrees to make available to COUNTY water and/or wastewater service on a wholesale basis subject to but not in excess of wholesale rates charged by PALM COAST to any other entity. PALM COAST agrees to extend at its cost as depicted on the Map a water line and install one (1) 6-inch diameter meter.

5.3. Agreements Regarding Annexation.

PALM COAST agrees that it will not require annexation as a condition of providing retail water and wastewater service in those areas depicted on the Map that are currently in the PALM COAST's Chapter 180, *Florida Statutes*, Service Area, south and/or east of the existing PALM COAST city limits, and lands east of the Intracoastal Waterway and the provisions of this Agreement shall prevail over PALM COAST's policy relating to mandatory annexation as part of the provision of utility services in those areas. PALM COAST is not restrained by this Agreement from lawfully annexing property in accordance with the controlling provisions of State law and providing utility services to annexed areas within its City Limit; provided, however, that if PALM COAST should, in the future, annex areas into its City Limits which are now located in the COUNTY's service area, the COUNTY agrees it will negotiate in good faith but shall not be compelled to sell or transfer

the utility service customers and facilities located within such annexed area to PALM COAST at a just, full and fair market value to be determined. Any such negotiated sale shall not compromise the integrity of the COUNTY's independent operating system or adversely affect COUNTY system hydraulics. Furthermore, no such sale or transfer shall violate the terms of any agreements to which the COUNTY may be a party or any bond covenants or restrictions which may now or hereafter exist with regard to either party.

5.4. Miscellaneous Agreements. COUNTY will provide, at no cost to PALM COAST, a master pump station site either by grant of utility easement or conveyance of fee simple interest in the COUNTY-owned property located next to Hammock Dunes Bridge, said site adequate in size for use as a master pump station, but which requirement shall not require the COUNTY to procure additional lands or otherwise violate any conditions under which COUNTY holds title to the land. COUNTY and PALM COAST shall cooperate with each other regarding any and all permitting for utility development or implementing other provisions of this Agreement, including, but not limited to, development orders, development permitting, right-of-way use and well activation.

SECTION 6. AGREEMENTS OF ALL PARTIES. All Parties to this Agreement agree as follows:

6.1. Territorial Agreements. Each Party agrees that it shall honor all other Parties' service area boundary lines as specified on the Map and shall not seek to offer or provide service in the other Parties' exclusive water, wastewater, and reclaimed water service areas as depicted on the Map. Notwithstanding anything to the contrary, the Parties agree that the interlocal

agreements between PALM COAST and FLAGLER BEACH shall apply to the Colbert Lane area.

6.2. Enforceable Agreement. The Parties that are governmental entities agree and acknowledge that they have complied with the requirements of applicable law. In executing this Agreement, the Parties are involving and utilizing the authority granted pursuant to both Section 163.01, *Florida Statutes* (the "Florida Interlocal Cooperation Act of 1969"), the provisions of Part II, Chapter 163, *Florida Statutes* (2006); an agreement entered into under the home rule powers of the parties as set forth in Article VIII of the *Constitution of the State of Florida* and Chapters 125 and 166, *Florida Statutes*. Notwithstanding anything to the contrary, the Parties agree that this Agreement is valid, binding, and enforceable, and each Party warrants to all other Parties that it has the requisite power and authority to be bound by this Agreement. The Parties agree that they shall not challenge in any forum the validity or enforceability of this Agreement.

6.3. Dismissal of Proceedings. That all legal proceedings between the Parties and entities referenced above shall be dismissed upon entry of the Order, each Party to pay its own attorney's fees and costs. The Parties agree that they shall not challenge the necessary permits and approvals required by the Parties in the execution of their respective responsibilities relating to their respective utility service areas in accordance with the controlling requirements of law. Within three (3) business days after the full execution of this Agreement and the date that the Court enters the Order approving this Agreement and Dismissing the Action with Prejudice, the Parties, through their counsel, shall cause to be filed in the Circuit Court of Flagler County, Florida, a Joint Stipulation

for Dismissal, with prejudice, relative to any other litigation or any administrative proceedings that may be pending between or among the Parties.

6.4. Cooperation. Neither Party nor entity referenced above shall take any action or refrain from taking any action in a manner which is inconsistent with the intent and spirit of this Agreement. This cooperation shall include but not be limited to the support of all Parties for the approval of the modification of FLAGLER BEACH's water use permit as described in Subsection 4.3(2) hereof. The Parties that are governmental entities agree to engage in ongoing activities that will result in the provision of utility services to the public in a coordinated manner. The Parties that are governmental entities agree to exchange technical information and engage in intergovernmental coordination and collaboration in order to benefit the public. The Parties that are governmental entities agree to amend their respective comprehensive plans and codes and ordinances as may be necessary to implement the provisions of this Agreement.

SECTION 7. EFFECTIVE DATE. Upon the full execution of this Agreement by the Parties, the COUNTY shall file a certified copy of this Agreement with the Clerk of the Circuit Court for Flagler County pursuant to Section 163.01, *Florida Statutes*. This Agreement shall be effective upon the later of (1) entry of the Order by the Court and (2) filing of the Agreement by the COUNTY with the Clerk of the Circuit Court for Flagler County, and shall be perpetual in nature and be subject only to amendment by mutual agreement by all of the applicable Parties as to provisions of this Agreement that affect such Parties.

SECTION 8. RELEASES. The Parties on their own behalf and on behalf of their past and present agents, successors, assigns, and any all persons or

entities claiming through them or under them, hereby each release and forever discharge the other and their respective past, present and future parent corporations, subsidiaries, affiliates, shareholders, agents, employees, directors, officers, servants, assigns, insurers, partners, attorneys, predecessors, successors, officers, directors, staff and elected officials ("Released Parties"), from any and all claims and demands, actions and causes of action, at law or in equity, known and unknown, which either now owns or holds, or has at any time heretofore owned or held against the other or any of the Released Parties, including, but not limited to, any and all claims, demands or causes of action of any kind whatsoever arising out of this Action or any litigation pending between and among the Parties. Notwithstanding the foregoing, no Party is released of its rights or obligations under this Agreement.

SECTION 9. VENUE. The venue for all lawsuits brought by any Party hereto involving any dispute, controversy, or claim arising out of or in connection with this Agreement shall be brought in the Circuit Court of Flagler County, Florida.

SECTION 10. BINDING UPON SUCCESSORS. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, heirs, parent corporations, subsidiaries, affiliates, representatives, and assigns. Without limiting the foregoing, the POA's rights and benefits under this Agreement shall inure to the benefit of Hammock Beach River Club, LLC; Ginn-LA Bulow, Ltd., LLLP; Ginn Golf, LLC; Ginn Development Company, LLC; The Club at Hammock Beach, LLC; Northshore Ocean Hammock Investment Ltd., LLLP; other PUD Property owners; and The Gardens at Hammock Beach Community Development District (collectively, the "POA Parties"). The POA

shall not be required to obtain the consent of any other Party to full or partial assignment of its rights under this Agreement to the POA Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

ATTEST:

FLAGLER BEACH

CITY OF FLAGLER BEACH

Angela M. Apperson
Angela Apperson, City Clerk

By Alice M. Baker
ALICE M. BAKER, Mayor

Date: 1/25/07

COUNTY

FLAGLER COUNTY, FLORIDA

Christie L. Mayer
Print Name: CHRISTIE L. MAYER

Carl Lawlorie
Print Name: CARL LAWLORIE

By: James A. Darby 1.26.07
Name: JAMES A. DARBY

Title: CHAIRMAN, FLAGLER
COUNTY BOARD OF
COUNTY COMMISSIONERS

APPROVED AS TO FORM AND LEGALITY.

Christie L. Mayer

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this 26th day of January, 2007 by JAMES A. DARBY the CHAIRMAN, BOCC of Flagler County, on behalf of Flagler County, He is personally known to me and did not take an oath.



Christie L. Mayer
MY COMMISSION # DD196978 EXPIRES
April 8, 2007
BONDED THROUGH TROY FAIR INSURANCE, INC

AFFIX NOTARY STAMP

Christie L. Mayer
Signature of Notary Public

CHRISTIE L. MAYER
Print Notary Name
My Commission Expires: 4/8/07
Commission No.: DD196978
 Personally known, or
 Produced Identification
Type of Identification Produced

POA

THE GARDENS AT HAMMOCK
BEACH PROPERTY OWNERS'
ASSOCIATION, INC., f/k/a
HAMMOCK BEACH RIVER CLUB
PROPERTY OWNERS'
ASSOCIATION, INC.

Deborah Smith

Print Name: Deborah Smith

GREG FOLD

Print Name: GREG FOLD

By: Daniel Baker

Name: Daniel Baker

Title: Vice President

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this 26 day
of JANUARY, 2007 by DANIEL BAKER, the VICE PRESIDENT
of The Gardens at Hammock Beach Property Owners' Association, Inc., f/k/a
Hammock Beach River Club Property Owners' Association, Inc., on behalf of The
Gardens at Hammock Beach Property Owners' Association, Inc. He is
personally known to me and did not take an oath.

Joan M. Raby
Signature of Notary Public

JOAN M. RABY
Print Notary Name

My Commission Expires: 2-21-2010

Commission No.: DD 520633

Personally known, or

Produced Identification

Type of Identification Produced

AFFIX NOTARY STAMP



ATTEST:

PALM COAST

CITY OF PALM COAST

Clare M. Hoeni
Clare M. Hoeni, City Clerk

By: James V. Canfield
JAMES V. CANFIELD, Mayor

Date: 1-31-07

For use and reliance of the Palm Coast
City Council only. Approved as to form
and legality.

Lonnie N. Groot
Lonnie N. Groot, City Attorney
JANUARY 30, 2007

Richard M. Kelton
Richard M. Kelton, City Manager



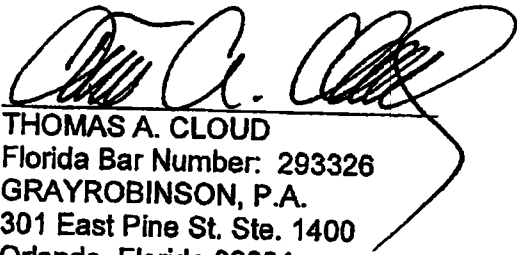
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850-656-4029 Facsimile
Counsel for Plaintiff
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INC., n/k/a THE GARDENS AT
HAMMOCK BEACH PROPERTY
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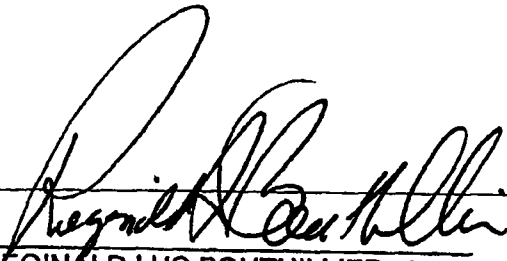
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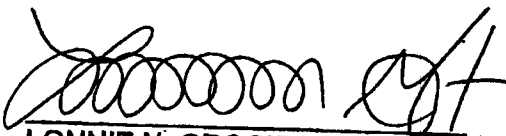
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Counsel for Intervenor
CITY OF PALM COAST, FLORIDA

1/30/07

EXHIBIT "A"

MAP

Legend

— County Boundary	Territorial Service Area
Municipal Boundary	Flagler County #1
Flagler Beach	Flagler County #2
Palm Coast	Flagler County #3
Bunnell	Flagler County #4
Severly Beach	City of Flagler Beach
Wholesale Meter	City of Palm Coast
	City of Bunnell
	Volusia County

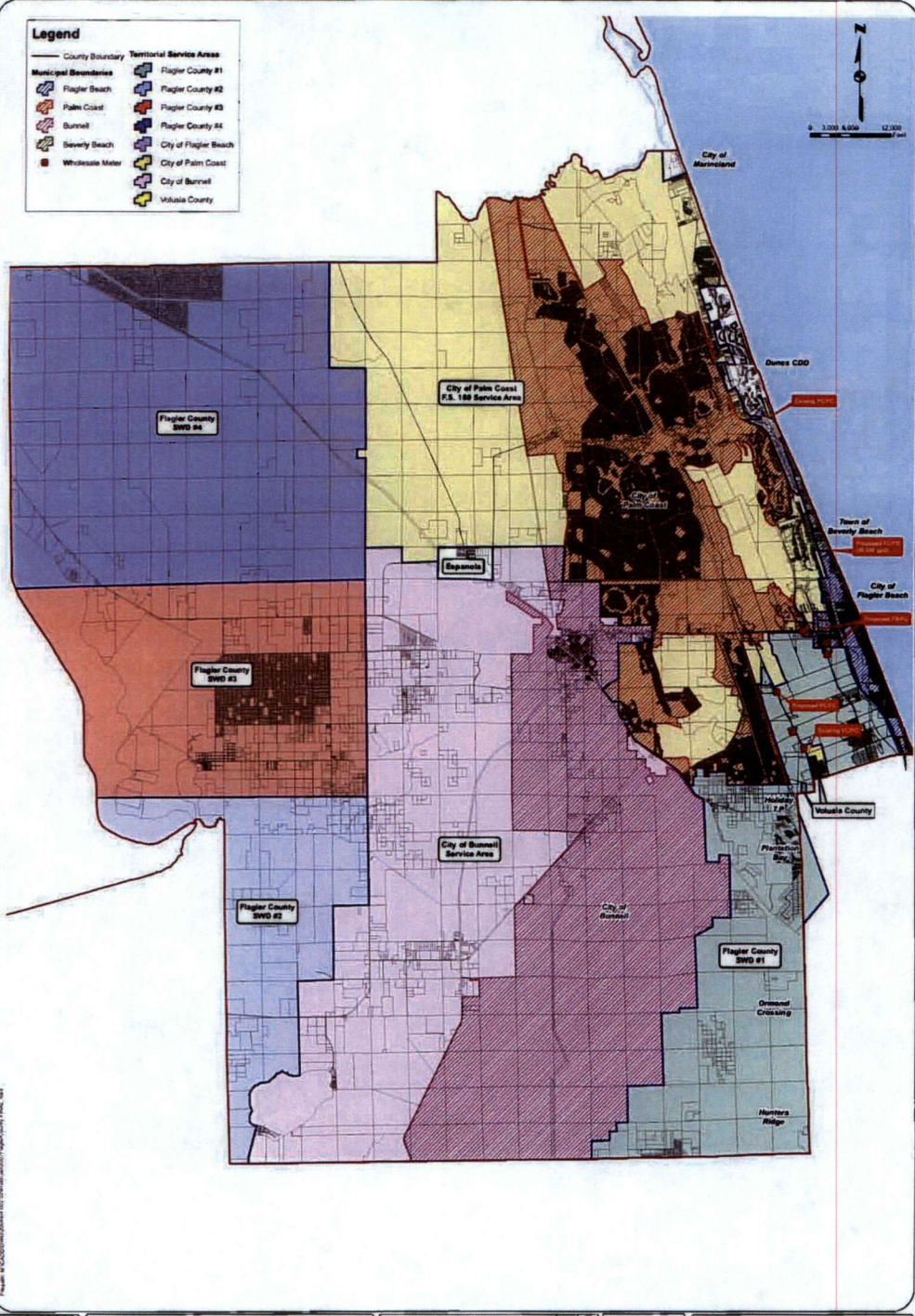


Exhibit "B"
PUD Property Description

EXHIBIT "B"

LEGAL DESCRIPTION

PARCEL "A"

A PARCEL OF LAND LYING IN SECTIONS 10, 11, 14, 15, 38, AND 39, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, AND BEING A PORTION OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 26, PAGE 558 OF THE PUBLIC RECORDS OF SAID FLAGLER COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 100, (ALSO KNOWN AS MOODY BOULEVARD), BEING THE NORTHEAST CORNER OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 22, PAGE 128 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE $S02^{\circ}11'10''E$, DEPARTING SAID RIGHT OF WAY LINE, A DISTANCE OF 1200.23 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING, THENCE $N87^{\circ}21'40''E$, A DISTANCE OF 4304.57 FEET; THENCE $N88^{\circ}32'23''E$, A DISTANCE OF 330.58 FEET; THENCE $N88^{\circ}28'36''E$, A DISTANCE OF 2641.30 FEET; THENCE $S01^{\circ}24'50''E$, A DISTANCE OF 345.10 FEET; THENCE $S88^{\circ}36'24''W$, A DISTANCE OF 150.00 FEET; THENCE $S01^{\circ}28'15''E$, A DISTANCE OF 300.30 FEET; THENCE $N88^{\circ}36'24''E$, A DISTANCE OF 150.00 FEET; THENCE $S01^{\circ}08'43''E$, A DISTANCE OF 24.77 FEET; THENCE $N88^{\circ}54'22''E$, A DISTANCE OF 749.54 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD 201, (ALSO KNOWN AS JOHN ANDERSON HIGHWAY), THENCE $S18^{\circ}11'55''E$ ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 401.46 FEET; THENCE $S77^{\circ}14'08''W$, DEPARTING SAID RIGHT OF WAY LINE, A DISTANCE OF 99.57 FEET; THENCE $S01^{\circ}16'02''E$, A DISTANCE OF 216.94 FEET; THENCE $S88^{\circ}50'35''W$, A DISTANCE OF 126.47 FEET; THENCE $S01^{\circ}10'25''E$, A DISTANCE OF 660.84 FEET; THENCE $N88^{\circ}37'24''E$, A DISTANCE OF 158.75 FEET; THENCE $S18^{\circ}14'33''E$, A DISTANCE OF 330.09 FEET; THENCE $N88^{\circ}50'18''E$, A DISTANCE OF 330.04 FEET TO A POINT ON THE AFOREMENTIONED WEST RIGHT OF WAY LINE OF STATE ROAD 201; THENCE $S18^{\circ}14'52''E$ ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 1793.42 FEET; THENCE $S18^{\circ}10'03''E$ CONTINUING ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 3179.91 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1196.28 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE AND CONTINUING ALONG SAID RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF $22^{\circ}09'31''$, AN ARC DISTANCE OF 462.65 FEET TO THE POINT OF TANGENCY, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF $S29^{\circ}14'49''E$, 459.77 FEET; THENCE $S40^{\circ}19'34''E$ CONTINUING ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 775.72 FEET TO THE

SOUTHEAST CORNER OF THE MONUMENTED SOUTHERLY LINE OF TRUSS
 LANDS AS DESCRIBED IN DEED BOOK 26, PAGE 558 OF SAID PUBLIC
 RECORDS; THENCE S69°18'54"W ALONG SAID SOUTHERLY LINE, A
 DISTANCE OF 8705.99 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY
 LINE OF STATE ROAD 5A, (ALSO KNOWN AS OLD KINGS ROAD); THENCE
 N26°39'29"W ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF
 4.52 FEET; THENCE N26°28'14"W A DISTANCE OF 126.15 FEET; THENCE
 N69°18'54"E DEPARTING SAID RIGHT OF WAY A DISTANCE OF 1415.84 FEET
 TO THE WESTERLY EXTENDED LINE OF OFFICIAL RECORDS BOOK 397,
 PAGE 332 - AND OFFICIAL RECORDS BOOK 402, PAGE 101; THENCE
 N20°40'59"W A DISTANCE OF 881.67 FEET; THENCE N76°49'01"E A DISTANCE
 181.51 FEET; THENCE N13°10'59"W A DISTANCE OF 1877.17 FEET; THENCE
 S76°49'01"W TO A POINT ON A LINE AS RECORDED IN OFFICIAL RECORD
 BOOK 274, PAGE 894 A DISTANCE OF 205.26 FEET; THENCE CONTINUING
 ALONG SAID BOOK AND PAGE THE FOLLOWING FOUR CALLS, N30°41'26"W
 A DISTANCE OF 142.28 FEET; THENCE N13°04'14"W A DISTANCE OF 254.18
 FEET; THENCE N21°33'19"W A DISTANCE OF 481.89 FEET; THENCE
 N1°45'17"W A DISTANCE OF 442.13 FEET; THENCE N30°05'11"W DEPARTING
 THE EASTERLY LINE OF SAID BOOK AND PAGE A DISTANCE OF 1151.29
 FEET TO THE NORTHEAST CORNER OF OFFICIAL RECORDS BOOK 274, PAGE
 894 AND OFFICIAL RECORDS BOOK 277, PAGE 100; THENCE N21°11'01"W A
 DISTANCE OF 2727.00 FEET; THENCE N19°04'21"W, A DISTANCE OF 458.74
 FEET; TO THE POINT OF CURVATURE OF A CURVE CONCAVE
 SOUTHWESTERLY HAVING A RADIUS OF 300.00 FEET; THENCE
 NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF
 57°12'26", AN ARC DISTANCE OF 299.53 FEET TO THE POINT OF TANGENCY,
 SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF
 N47°35'58"W, 287.25 FEET; THENCE N76°12'10"W, A DISTANCE OF 101.30 FEET;
 THENCE N50°40'00"W, A DISTANCE OF 263.61 FEET; THENCE N07°54'38"W, A
 DISTANCE OF 962.35 FEET; THENCE N02°30'05"W, A DISTANCE OF 229.54
 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE
 SOUTHWESTERLY HAVING A RADIUS OF 300.00 FEET; THENCE
 NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF
 43°58'32", AN ARC DISTANCE OF 230.26 FEET TO THE POINT OF TANGENCY,
 SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF
 N24°26'47"W, 224.64 FEET; THENCE N46°25'30"W, A DISTANCE OF 324.38 FEET;
 THENCE N36°12'00"W, A DISTANCE OF 251.06 FEET; THENCE N02°32'28"W, A
 DISTANCE OF 69.67 FEET; THENCE N87°48'42"E, A DISTANCE OF 58.22 FEET
 TO THE POINT OF BEGINNING.

CONTAINING: 68,041,746 SQUARE FEET OR 1,562.02 ACRES, MORE OR LESS
 AS SHOWN ON THAT CERTAIN BOUNDARY SURVEY PREPARED BY ALBERT
 D. BRADSHAW (NO. 5257) OF PRIVETT-NILES AND ASSOCIATES, INC., DATED
 DECEMBER 31, 2003, PROJECT NO. 658-001.

LESS AND EXCEPT

PARCEL "A-1"

A PARCEL OF LAND LOCATED IN SECTION 38, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM A POINT OF BEGINNING BEING THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF OLD KINGS ROAD (STATE ROAD 5A, A 100 FOOT WIDE RIGHT-OF-WAY) WITH THE SOUTHERLY LINE OF LANDS AS DESCRIBED IN DEED BOOK 26, PAGES 558 THROUGH 569 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE N26°39'29"W FOR A DISTANCE OF 4.52 FEET; THENCE CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE N26°28'14"W FOR A DISTANCE OF 126.15 FEET; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE N69°18'54"E FOR A DISTANCE OF 1415.84 FEET; THENCE S20°40'59"E FOR A DISTANCE OF 130.00 FEET TO THE SAID SOUTHERLY LINE OF LANDS AS DESCRIBED IN DEED BOOK 26, PAGES 558 THROUGH 569; THENCE ALONG SAID SOUTHERLY LINE S69°18'54"W FOR A DISTANCE OF 1402.65 FEET TO THE AFOREMENTIONED POINT OF BEGINNING OF THIS DESCRIPTION.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 4.21 ACRES, MORE OR LESS AS SHOWN ON THAT CERTAIN BOUNDARY SURVEY PREPARED BY ALBERT D. BRADSHAW (NO. 5257) OF PRIVETT-NILES AND ASSOCIATES, INC., DATED DECEMBER 31, 2003, PROJECT NO. 658-001.

TOGETHER WITH

PARCEL "B"

A PARCEL OF LAND IN THE SOUTH 1/2 OF SECTION 11, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A POINT OF REFERENCE BEING THE SOUTHEAST CORNER OF GOVERNMENT SECTION 10, TOWNSHIP 12 SOUTH, RANGE 31 EAST AS MONUMENTED BY A 4" x 4" CONCRETE MONUMENT INSCRIBED WITH A "T"; THENCE NORTH 01 DEGREES 28 MINUTES 02 SECONDS WEST, ALONG THE WEST LINE OF SECTION 11, A DISTANCE OF 1263.34 FEET TO A POINT ON

THE SOUTHERLY LINE OF LANDS KNOWN AS THE LANDS VESTED BY THE AGREEMENT BETWEEN IIT COMMUNITY DEVELOPMENT CORPORATION AND THE DIVISION OF STATE PLANNING OF THE DEPARTMENT OF ADMINISTRATION, STATE OF FLORIDA AS RECORDED IN OFFICIAL RECORDS BOOK 352, PAGES 75 THROUGH 768, INCLUSIVE; THENCE NORTH 87 DEGREES 21 MINUTES 29 SECONDS EAST ALONG SAID SOUTHERLY LINE, A DISTANCE OF 225.57 FEET; THENCE NORTH 87 DEGREES 21 MINUTES 29 SECONDS EAST, A DISTANCE OF 104.57 FEET; THENCE ALONG SAID SOUTHERLY LINE NORTH 88 DEGREES 32 MINUTES 12 SECONDS EAST A DISTANCE OF 330.58 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 01 DEGREES 27 MINUTES 01 SECONDS WEST, A DISTANCE OF 1088.02 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 100 (A 200 FOOT RIGHT OF WAY AS NOW ESTABLISHED); THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE, SOUTH 89 DEGREES 28 MINUTES 56 SECONDS EAST, A DISTANCE OF 959.84 FEET; THENCE, DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE, SOUTH 00 DEGREES 31 MINUTES 04 SECONDS WEST, A DISTANCE OF 210.00 FEET; THENCE SOUTH 89 DEGREES 28 MINUTES 56 SECONDS EAST, A DISTANCE OF 210.00 FEET; THENCE SOUTH 00 DEGREES 31 MINUTES 04 SECONDS WEST, A DISTANCE 390.00 FEET; THENCE SOUTH 89 DEGREES 28 MINUTES 56 SECONDS EAST, A DISTANCE OF 822.42 FEET; THENCE SOUTH 00 DEGREES 06 MINUTES 52 SECONDS EAST, A DISTANCE OF 417.46 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID VESTED LANDS; THENCE SOUTH 88 DEGREES 28 MINUTES 25 SECONDS WEST ALONG SAID SOUTHERLY LINE, A DISTANCE OF 560.75 FEET; THENCE SOUTH 88 DEGREES 28 MINUTES 25 SECONDS WEST, ALONG SAID SOUTHERLY LINE A DISTANCE OF 1,400.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 35.38 ACRES MORE OR LESS AS SHOWN ON THAT CERTAIN BOUNDARY SURVEY PREPARED BY ALBERT D. BRADSHAW (NO. 5257) OF PRIVETT-NILES AND ASSOCIATES, INC., DATED DECEMBER 31, 2003, PROJECT NO. 658-001.

TOGETHER WITH

PARCEL "C"

A PARCEL OF LAND LYING IN SECTION 12, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT 4 INCH BY 4 INCH CONCRETE MONUMENT MARKED WITH A "4" ON TOP, SAID POINT BEING THE SOUTHWEST CORNER OF SAID SECTION 12; THENCE NORTH 01°30'23" WEST, DEPARTING SAID SOUTHERLY LINE AND ALONG THE WESTERLY LINE OF SAID SECTION, A DISTANCE OF 1,203.23 FEET; THENCE NORTH 88°52'15" EAST, DEPARTING SAID WESTERLY

SECTION LINE, A DISTANCE OF 649.96 FEET; THENCE SOUTH $19^{\circ}05'27''$ EAST, A DISTANCE OF 1,265.64 FEET TO THE SOUTHERLY LINE OF SAID SECTION; THENCE SOUTH $88^{\circ}56'30''$ WEST, ALONG SAID SECTION LINE, A DISTANCE OF 1,030.73 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,011.514 SQUARE FEET OR 23.22 ACRES, MORE OR LESS AS SHOWN ON THAT CERTAIN BOUNDARY SURVEY PREPARED BY ALBERT D. BRADSHAW (NO. 5257) OF PRIVETT-NILES AND ASSOCIATES, INC., DATED DECEMBER 31, 2003, PROJECT NO. 051-001.

TOGETHER WITH

PARCEL "D"

A PARCEL OF LAND IN SECTION 10, 11 AND 39, TOWNSHIP 12 SOUTH RANGE 31 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A POINT OF REFERENCE BEING THE SOUTHEAST CORNER OF GOVERNMENT SECTION 10, TOWNSHIP 12 SOUTH, RANGE 31 EAST AS MONUMENTED BY A 4" X 4" CONCRETE MONUMENT INSCRIBED WITH A "T"; THENCE SOUTH $87^{\circ}22'23''$ WEST, ALONG THE SOUTH LINE OF SECTION 10, A DISTANCE OF 244.44 FEET TO A POINT ON THE EASTERLY LINE OF SECTION 39, TOWNSHIP 12 SOUTH, RANGE 31 EAST, SAID POINT BEING THE SOUTHWEST CORNER OF SAID SECTION 10 AS MONUMENTED BY A 4" X 4" CONCRETE MONUMENT INSCRIBED WITH A "T"; THENCE NORTH $20^{\circ}42'23''$ WEST ALONG THE EASTERLY LINE OF SAID SECTION 39, A DISTANCE OF 1328.49 FEET TO A POINT ON THE SOUTHERLY LINE OF LANDS KNOWN AS THE LANDS VESTED BY THE AGREEMENT BETWEEN CIT COMMUNITY DEVELOPMENT CORPORATION AND THE DIVISION OF STATE PLANNING OF THE DEPARTMENT OF ADMINISTRATION, STATE OF FLORIDA AS RECORDED IN OFFICIAL RECORDS BOOK 352, PAGES 759 THROUGH 768, INCLUSIVE, SAID POINT BEING THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH $87^{\circ}21'40''$ WEST ALONG SAID SOUTHERLY LINE, A DISTANCE OF 3291.83 FEET; THENCE, DEPARTING SAID SOUTHERLY LINE, NORTH $02^{\circ}11'10''$ WEST, A DISTANCE OF 1200.23 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY OF STATE ROAD 100 (A 200 FOOT RIGHT OF WAY AS NOW ESTABLISHED); THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE NORTH $87^{\circ}48'42''$ EAST, A DISTANCE OF 514.27 FEET TO THE NORTHWEST CORNER OF THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) WATER RETENTION AREA NUMBER 2 AS RECORDED IN OFFICIAL RECORDS BOOK 497, PAGES 1771 THROUGH 1773, INCLUSIVE; THENCE, DEPARTING SAID RIGHT OF WAY LINE, SOUTH $02^{\circ}11'10''$ EAST ALONG THE WESTERLY LINE OF SAID FDOT LANDS, A DISTANCE OF 415.00 FEET; THENCE ALONG THE

SOUTHERLY LINE OF SAID FDOT LANDS NORTH 01 DEGREES 48 MINUTES 18 SECONDS EAST, A DISTANCE OF 300.87 FEET; THENCE ALONG THE EASTERLY LINE OF SAID FDOT LANDS NORTH 02 DEGREES 11 MINUTES 18 SECONDS WEST, A DISTANCE OF 415.00 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF SAID STATE ROAD 100; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE NORTH 87 DEGREES 48 MINUTES 42 SECONDS EAST, A DISTANCE OF 384.95 FEET; THENCE CONTINUE ALONG SAID RIGHT OF WAY LINE NORTH 87 DEGREES 48 MINUTES 42 SECONDS EAST A DISTANCE OF 1155.17 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY HAVING A CENTRAL ANGLE OF 01 DEGREE 22 MINUTES 12 SECONDS, A RADIUS OF 22818.31 FEET, A CHORD BEARING OF NORTH 88 DEGREES 28 MINUTES 21 SECONDS EAST; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 545.65 FEET TO THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY OF STATE ROAD 100 AND THE EASTERLY LINE OF SAID SECTION 39 AS PRESENTLY MONUMENTED, BEING A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY HAVING A CENTRAL ANGLE OF 01 DEGREE 20 MINUTES 10 SECONDS, A RADIUS OF 22818.31 FEET, A CHORD BEARING OF NORTH 89 DEGREES 49 MINUTES 32 SECONDS EAST; THENCE ALONG THE ARC OF SAID CURVE AND SOUTHERLY RIGHT OF WAY, A DISTANCE OF 532.07 FEET; THENCE SOUTH 89 DEGREES 28 MINUTES 56 SECONDS EAST, A DISTANCE OF 231.02 FEET TO THE NORTHWEST CORNER OF THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) WATER RETENTION AREA NUMBER 3 AS RECORDED IN OFFICIAL RECORDS BOOK 497, PAGES 1771 THROUGH 1773, INCLUSIVE; THENCE, DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE, ALONG THE WESTERLY LINE OF SAID FDOT LANDS SOUTH 01 DEGREE 27 MINUTES 45 SECONDS EAST, A DISTANCE OF 500.15 FEET; THENCE ALONG THE SOUTHERLY LINE OF SAID FDOT LANDS SOUTH 89 DEGREES 28 MINUTES 11 SECONDS EAST, A DISTANCE OF 325.06 FEET; THENCE ALONG THE EASTERLY LINE OF SAID FDOT LANDS NORTH 01 DEGREES 27 MINUTES 45 SECONDS WEST, A DISTANCE OF 500.22 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF SAID STATE ROAD 100; THENCE ALONG THE SAID SOUTHERLY RIGHT OF WAY LINE SOUTH 89 DEGREES 28 MINUTES 58 SECONDS EAST, A DISTANCE OF 330.90 FEET; THENCE, DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE, SOUTH 01 DEGREE 26 MINUTES 59 SECONDS EAST, A DISTANCE OF 1099.15 FEET TO A POINT ON THE AFOREMENTIONED SOUTHERLY LINE OF THE VESTED LANDS; THENCE ALONG THE SAID SOUTHERLY LINE SOUTH 87 DEGREES 21 MINUTES 40 SECONDS WEST, A DISTANCE OF 1012.74 FEET TO THE POINT OF BEGINNING.

CONTAINING 109.40 ACRES MORE OR LESS AS SHOWN ON THAT CERTAIN BOUNDARY SURVEY PREPARED BY ALBERT D. BRADSHAW (NO. 5257) OF PRIVETT-NILES AND ASSOCIATES, INC., DATED DECEMBER 31, 2003, PROJECT NO. 658-001.

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LESS AND EXCEPT

PARCEL D-"1"

A PARCEL OF LAND LOCATED IN GOVERNMENT SECTION 10, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CORNER OF SECTION 10, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA; THENCE ALONG THE EAST LINE OF SAID SECTION 10, $N01^{\circ}27'45''W$ FOR A DISTANCE OF 1263.77 FEET TO THE SOUTHERLY LINE OF LANDS KNOWN AS THE LANDS VESTED BY THE AGREEMENT BETWEEN ITT COMMUNITY DEVELOPMENT CORPORATION AND THE DIVISION OF STATE PLANNING OF THE DEPARTMENT OF ADMINISTRATION, STATE OF FLORIDA, AS RECORDED IN OFFICIAL RECORDS BOOK 352, PAGES 759 THROUGH 768, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE DEPARTING SAID EAST LINE ALONG SAID SOUTHERLY LINE, $S87^{\circ}21'40''W$ FOR A DISTANCE OF 324.93 FEET; THENCE DEPARTING SAID SOUTHERLY LINE $N01^{\circ}27'45''W$ FOR A DISTANCE OF 635.13 FEET TO THE SOUTHERLY LINE OF LANDS KNOWN AS WATER RETENTION AREA 3; THENCE ALONG SAID SOUTHERLY LINE $S89^{\circ}28'11''E$ FOR A DISTANCE OF 325.06 FEET; THENCE DEPARTING SAID SOUTHERLY LINE $S01^{\circ}27'45''E$ FOR A DISTANCE OF 617.15 FEET TO THE AFOREMENTIONED POINT OF BEGINNING OF THIS DESCRIPTION.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 4.67 ACRES, MORE OR LESS AS SHOWN ON THAT CERTAIN BOUNDARY SURVEY PREPARED BY ALBERT D. BRADSHAW (NO. 5257) OF PRIVETT-NILES AND ASSOCIATES, INC., DATED DECEMBER 31, 2003, PROJECT NO. 658-001.

AND LESS AND EXCEPT

PARCEL D-"2"

A PARCEL OF LAND LOCATED IN GOVERNMENT SECTION 11, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY,

FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS
FOLLOWS:

AS A POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST
CORNER OF SECTION 10 (ALSO BEING THE SOUTHWEST
CORNER OF SAID SECTION 11), TOWNSHIP 12 SOUTH, RANGE 31
EAST, FLAGLER COUNTY, FLORIDA; THENCE ALONG THE EAST
LINE OF SAID SECTION 10, $N01^{\circ}27'45''W$ FOR A DISTANCE OF
1263.77 FEET TO THE SOUTHERLY LINE OF LANDS KNOWN AS
- THE LANDS VESTED BY THE AGREEMENT BETWEEN ITT
COMMUNITY DEVELOPMENT CORPORATION AND THE
DIVISION OF STATE PLANNING OF THE DEPARTMENT OF
ADMINISTRATION, STATE OF FLORIDA, AS RECORDED IN
OFFICIAL RECORDS BOOK 352, PAGES 759 THROUGH 768,
PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, AND THE
POINT OF BEGINNING OF THIS DESCRIPTION; THENCE
CONTINUE ALONG SAID EAST LINE (AND ALONG THE EAST
LINE OF LANDS KNOWN AS WATER RETENTION AREA 3),
 $N01^{\circ}27'45''W$ FOR A DISTANCE OF 1117.37 FEET TO THE
SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 100 (A 200
FOOT WIDE RIGHT-OF-WAY); THENCE DEPARTING SAID EAST
LINE ALONG SAID SOUTHERLY LINE $S89^{\circ}28'56''E$ FOR A
DISTANCE OF 330.90 FEET; THENCE DEPARTING SAID
SOUTHERLY LINE $S01^{\circ}26'59''E$ FOR A DISTANCE OF 1099.15
FEET; THENCE $S87^{\circ}21'40''W$ FOR A DISTANCE OF 330.53 FEET TO
THE AFOREMENTIONED POINT OF BEGINNING OF THIS
DESCRIPTION.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 8.41
ACRES, MORE OR LESS AS SHOWN ON THAT CERTAIN
BOUNDARY SURVEY PREPARED BY ALBERT D. BRADSHAW
(NO. 5257) OF PRIVETT-NILES AND ASSOCIATES, INC., DATED
DECEMBER 31, 2003, PROJECT NO. 658-001.

TOGETHER WITH

Parcel "E" (on survey by Tomoka Engineering)

A PARCEL OF LAND LOCATED IN GOVERNMENT SECTIONS 13, 14 AND 38,
TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING
A PORTION OF LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 104,
PAGES 131 THROUGH 133 OF THE PUBLIC RECORDS OF FLAGLER COUNTY,
FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF JOHN ANDERSON HIGHWAY (STATE ROAD 201, A 100 FOOT WIDE RIGHT-OF-WAY) WITH THE NORTH LINE OF SECTION 38, TOWNSHIP 12 SOUTH, RANGE 31 EAST; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE OF JOHN ANDERSON HIGHWAY N18°14'59"W FOR A DISTANCE OF 2087.53 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE N88°47'53"E FOR A DISTANCE OF 710.35 FEET TO A POINT ON THE WEST LINE OF SECTION 13, TOWNSHIP 12 SOUTH, RANGE 31 EAST; THENCE ALONG SAID WEST LINE N01°13'39"W FOR A DISTANCE OF 661.23 FEET TO THE NORTHWEST CORNER OF SAID SECTION 13; THENCE DEPARTING SAID WEST LINE ALONG THE NORTH LINE OF SAID SECTION 13 (A PORTION OF WHICH BEING THE SOUTH LINE OF CUSTER'S PALM HARBOR SUBDIVISION AS RECORDED IN MAP BOOK 27, PAGE 10 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA) N88°56'19"E FOR A DISTANCE OF 1890.40 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF THE FLORIDA INTRACOASTAL WATERWAY (A 500 FOOT WIDE RIGHT-OF-WAY); THENCE DEPARTING SAID NORTH LINE ALONG SAID WESTERLY LINE S13°59'24"E FOR A DISTANCE OF 2750.14 FEET; THENCE CONTINUING ALONG SAID WESTERLY LINE S21°17'54"E FOR A DISTANCE OF 2767.63 FEET TO THE SOUTHERLY LINE OF LANDS AS DESCRIBED IN DEED BOOK 26, PAGES 558 THROUGH 569, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE DEPARTING SAID WESTERLY LINE ALONG SAID SOUTHERLY LINE S69°10'09"W FOR A DISTANCE OF 2520.12 FEET TO A POINT ON SAID EAST RIGHT-OF-WAY LINE OF JOHN ANDERSON HIGHWAY; THENCE DEPARTING SAID SOUTHERLY LINE ALONG SAID EASTERLY LINE N40°21'40"W FOR A DISTANCE OF 74.31 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT (CONCAVE NORTHEASTERLY) 423.92 FEET, SAID CURVE HAVING A RADIUS OF 1096.28 FEET, A CENTRAL ANGLE OF 22°09'21", A CHORD BEARING N29°14'16"W AND A CHORD DISTANCE OF 421.29 FEET; THENCE DEPARTING SAID CURVE, CONTINUING ALONG SAID EASTERLY LINE N18°10'26"W FOR A DISTANCE OF 3184.44 FEET TO THE AFOREMENTIONED POINT OF BEGINNING OF THIS DESCRIPTION.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 340.368 ACRES (14,826,430 SQUARE FEET), MORE OR LESS AS SHOWN ON THAT CERTAIN BOUNDARY SURVEY OF A PORTION OF GOVERNMENT SECTIONS 13, 14 AND 38, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA PREPARED BY KENNETH J. KUJAR (NO. 6105) OF TOMOKA ENGINEERING, DATED DECEMBER 24, 2003, PROJECT NO. T1008GINN-A.

DESCRIPTION:

LESS OUT

A PARCEL OF LAND IN THE SOUTH 1/2 OF SECTION 11, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF GOVERNMENT SECTION 11, TOWNSHIP 12 SOUTH, RANGE 31 EAST; THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 11 NORTH 88°51'19" EAST A DISTANCE OF 2591.75 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTHERLY LINE NORTH 00°06'41" EAST A DISTANCE OF 1287.36 FEET; THENCE NORTH 88°28'36" EAST, A DISTANCE OF 680.27 FEET; THENCE SOUTH 01°24'50" EAST, A DISTANCE OF 345.10 FEET; THENCE SOUTH 88°36'24" WEST, A DISTANCE OF 150.00 FEET; THENCE SOUTH 01°28'15" EAST, A DISTANCE OF 300.30 FEET; THENCE NORTH 88°36'24" EAST, A DISTANCE OF 150.00 FEET; THENCE SOUTH 01°08'43" EAST, A DISTANCE OF 24.77 FEET; THENCE NORTH 88°54'22" EAST, A DISTANCE OF 749.54 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD 201, (ALSO KNOWN AS JOHN ANDERSON HIGHWAY); THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE, SOUTH 18°11'55" EAST, A DISTANCE OF 401.46 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE, SOUTH 77°14'08" WEST, A DISTANCE OF 99.57 FEET; THENCE SOUTH 01°16'02" EAST, A DISTANCE OF 216.94 FEET; THENCE SOUTH 88°50'35" WEST, A DISTANCE OF 126.47 FEET TO A POINT ON THE SOUTHERLY LINE OF AFORESAID SECTION 11; THENCE ALONG SAID SOUTHERLY LINE SOUTH 88°51'19" WEST, A DISTANCE OF 1,350.55 FEET TO THE POINT OF BEGINNING.

CONTAINING 30.86 ACRES (1,344,179 SQUARE FEET), MORE OR LESS.

In accordance with CH-61G17-6
of the Florida Administrative Code,
this Description and Sketch of Description
bears the notation:

THIS IS NOT A SURVEY.

HAMMOCK BEACH RIVER CLUB
LESS OUT
SHEET 1 OF 2
SEE SHEET 2 OF 2 FOR SKETCH

THE BEARINGS SHOWN HEREON ARE BASED ON THE SOUTHERLY
LINE OF SECTION 11; TOWNSHIP 12 SOUTH, RANGE 31 EAST;
FLAGLER COUNTY, FLORIDA AS BEING NORTH 88°51'19" EAST,
AS SHOWN.

SKETCH OF DESCRIPTION

HAMMOCK BEACH RIVER CLUB
LESS OUT

FLAGLER COUNTY, FLORIDA SECTION 11-12-31

DATE: 08/25/05

REVISED:

SCALE: 1"=300'

APPROVED BY: SMP

JOB NO

DRAWN BY: AG



AMERICAN SURVEYING & MAPPING
INCORPORATED
CERTIFICATION OF AUTHORIZATION NUMBER: 12821833
1030 N. ORLANDO AVENUE, SUITE B
WATER PARK, FLORIDA 32788
32801 (407) 428-7978

1. THE SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREON FOR EASEMENTS, RIGHT OF WAY, RESTRICTIONS OF RECORD WHICH MAY AFFECT THE TITLE OR USE OF THE LAND.
2. NO UNDERGROUND IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN.
3. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.


BRETT A. MOSCOVITZ PSM 75011
DATE: 08/25/05

DESCRIPTION:

LESS OUT

A PARCEL OF LAND IN SECTION 12, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID GOVERNMENT SECTION 12, THENCE DEPARTING SAID SOUTHERLY LINE NORTH 01°30'23" WEST A DISTANCE OF 1203.23 FEET ALONG THE WESTERLY LINE OF SAID SECTION 12; THENCE NORTH 88°52'15" EAST, A DISTANCE OF 649.96 FEET; THENCE SOUTH 19°00'52" EAST, A DISTANCE OF 1,265.64 FEET; THENCE SOUTH 88°56'30" WEST, ALONG SAID SECTION LINE, A DISTANCE OF 1,030.73 FEET TO THE POINT OF BEGINNING.

CONTAINING 23.22 ACRES (1,011,514 SQUARE FEET), MORE OR LESS.

In accordance with CH-61617-6
of the Florida Administrative Code,
this Description and Sketch of Description
bears the notation:

THIS IS NOT A SURVEY

HAMMOCK BEACH RIVER CLUB
LESS OUT
SHEET 1 OF 2
SEE SHEET 2 OF 2 FOR SKETCH

THE BEARING SHOWN HEREON ARE BASED ON THE WESTERLY LINE
OF SECTION 12; TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER
COUNTY, FLORIDA, AS BEING NORTH 01°30'23" WEST, ASSUMED.

SKETCH OF DESCRIPTION

OF
HAMMOCK BEACH RIVER CLUB
LESS OUT

FLAGLER COUNTY, FLORIDA SECTION 12-12-31

DATE: 08/25/05
SCALE: 1"=300'
APPROVED BY: SMP
JOB NO.
DRAWN BY: AD

REVISED:



AMERICAN SURVEYING & MAPPING
CERTIFICATION OF AUTHORIZATION NUMBER US/6383
1030 N. ORLANDO AVENUE, SUITE 8
WINTER PARK, FLORIDA 32789
32801 (407) 435-7879

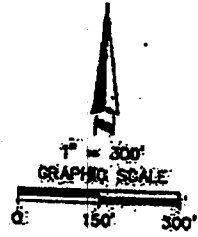
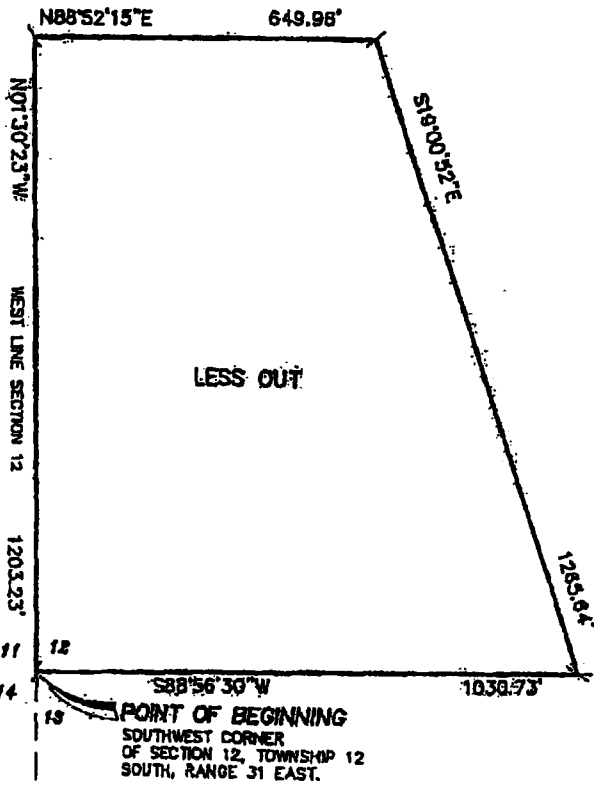
1. THE SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREON FOR EASEMENTS, RIGHT OF WAY, RESTRICTIONS OF RECORD WHICH MAY AFFECT THE TITLE OR USE OF THE LAND.
2. NO UNDERGROUND IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN.
3. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.


BRETT A. MOSCOVITZ PSM #5011
DATE: 08/25/05

Public Domain: ALL PROPERTY AND RIGHTS OF DESCRIPTION ARE RESERVED BY THE SURVEYOR AND MAPPER.

SKETCH OF DESCRIPTION:

FLAGLER BEACH
WASTE WATER
TREATMENT PLANT



11 12
14 13
POINT OF BEGINNING
SOUTHWEST CORNER
OF SECTION 12, TOWNSHIP 12
SOUTH, RANGE 31 EAST.

LESS OUT
SHEET 2 OF 2
SEE SHEET 1 OF 2 FOR DESCRIPTION

DATE: 06/25/2005	REVISED:
SCALE: 1"=300'	
APPROVED BY: EMP	
JOB NO.	
DRAWN BY: AD	

AMERICAN SURVEYING & MAPPING
CERTIFICATION OF AUTHORIZATION NUMBER LP3583
1000 N. ORLANDO AVENUE, SUITE B
WINTER PARK, FLORIDA 32789
(407) 466-7878

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THE GARDENS
AT HAMMOCK RUN

DEVELOPMENT PROGRAM

PHASE	NO. OF UNITS	NO. OF BLDGS	NO. OF APARTS	NO. OF CONDOS	NO. OF TOWNHOMES	NO. OF SINGLE-FAMILY HOMES
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ILLUSTRATIVE MASTER PLAN

Ginn

November 10, 2006



- A - BULK WATER SERVICE POINT w/ METER
- B - BULK WATER SERVICE POINT w/ METER
- C - BULK WASTEWATER SERVICE POINT w/ METER

Exhibit "D"
Flagler Beach Rates

Water

Current Flagler Beach rates charged customers within the City are as follows:

Base Facility Charge: \$4.57 per ERC

Gallorage Charge (per 1000 gallons):

<u>Gallorage</u>	<u>Rate</u>
0 - 2,000	\$3.44
2,001 - 8,000	5.36
over 8,000	6.49

Wastewater

Base Facility Charge: \$7.60 per ERC

Gallorage Charge (per 1000 gallons): \$5.36

By the 15th day of each month during the term of this Agreement the County shall provide to Flagler Beach a report identifying the number of ERC's to which the County provided service on the first and last day of the preceding month within the John Anderson Corridor (including within the PUD Property). Flagler Beach will then divide the number of gallons of Wholesale Capacity provided the County during the month by the average number of ERCs served during the month to determine the per ERC usage during that month. Flagler Beach will then apply the appropriate rate block for such usage for each ERC to determine the volumetric charge for the month. To this Flagler Beach will add the base facility charge for each ERC to determine the total monthly bill.

IN THE CIRCUIT COURT OF THE SEVENTH JUDICIAL CIRCUIT IN AND
FOR FLAGLER COUNTY, FLORIDA

CITY OF FLAGLER BEACH,
a municipal corporation of the
State of Florida, and
CITY OF PALM COAST, a municipal
corporation of the State of Florida

Plaintiff,

CASE NO.: 06-001531CA

v.

HAMMOCK BEACH RIVER CLUB PROPERTY
OWNERS' ASSOCIATION, INC., n/k/a
THE GARDENS AT HAMMOCK BEACH
PROPERTY OWNERS' ASSOCIATION, INC.,
a Florida Non-Profit Corporation, and
FLAGLER COUNTY, a Political subdivision
of the State of Florida

Defendants.

**UNOPPOSED JOINT MOTION FOR ENTRY OF ORDER ADDING FLAGLER
COUNTY AS PARTY AND THE CITY OF PALM COAST AS FULL PARTY,
APPROVING SETTLEMENT AGREEMENT, AND DISMISSING ACTION WITH
PREJUDICE**

Plaintiff, CITY OF FLAGLER BEACH, a municipal corporation of the State of
Florida ("FLAGLER BEACH"), Defendants FLAGLER COUNTY, a political subdivision
of the State of Florida ("COUNTY") and HAMMOCK BEACH RIVER CLUB PROPERTY
OWNERS' ASSOCIATION, INC., n/k/a THE GARDENS AT HAMMOCK BEACH
PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation
("POA"), and Intervenor CITY OF PALM COAST, a municipal corporation of the State of
Florida ("PALM COAST") shall hereafter be collectively referred to as the "Parties." By
and through their undersigned counsel, Parties move this Court to enter the attached

Agreed Order adding FLAGLER COUNTY as a Party-Defendant and the CITY OF PALM COAST as a Party-Plaintiff in this case, approving the attached Settlement Agreement and dismissing this action with prejudice, and as grounds therefore the Parties state as follows:

1. On December 22, 2006, the Parties to the foregoing cause reached a consensus in mediation.
2. The Parties have conferred and agreed upon a Settlement Agreement (the "Agreement"), which is attached hereto as Exhibit "A", and the Agreement along with its exhibits has been approved and executed by all Parties.

WHEREFORE, the Parties move this Court to enter the attached Agreed Order Adding the COUNTY as a Party-Defendant and PALM COAST as a Party-Plaintiff, Approving the Settlement Agreement, and Dismissing the Action with Prejudice.

Thomas A. Cloud, Esquire
Florida Bar Number: 293326
Tracy A. Marshall, Esquire
Florida Bar Number: 86330
Joseph D. Ort, Esquire
Florida Bar Number: 0015587
GRAYROBINSON, P.A.
301 East Pine Street, Suite 1400
Orlando, Florida 32801
Telephone: (407) 843-8880
Facsimile: (407) 244-5690
Attorney for Flagler County

Daren L. Shippy, Esquire
Florida Bar Number: 508810
John R. Jenkins, Esquire
Florida Bar Number: 435546
Rose Sundstrom & Bentley
2548 Blairstone Pines Drive
Tallahassee, FL 32301
Telephone: (850) 877-6555
Facsimile: (850) 656-4029
Special Counsel, City Of Flagler Beach
AND

Charles J.B. Cino, Esquire
Florida Bar Number 198196
555 W. Granada Boulevard
Suite E12
Ormond Beach, Florida 32174
Telephone: (386) 673-3420
Facsimile: (386) 673-0082
City Attorney, City of Flagler Beach

Susan F. Komspan, Esquire
Florida Bar Number: 854603
Reginald Luc Bouthillier, Jr., Esquire
Florida Bar Number: 948535
Greenberg Traurig, P.A.
777 South Flagler Drive
Third Floor East
West Palm Beach, Florida 33401-6167
Telephone: (561) 650-7900
Facsimile: (561)655-6222
Attorneys for Hammock Beach Property
Owners' Association, Inc., n/k/a The
Gardens at Hammock Beach Property
Owners' Association, Inc.

Lonnie N. Groot
Florida Bar Number: 266094
City Hall
2 Commerce Boulevard
Palm Coast, Florida 32164
Telephone: (386) 986-3709
Facsimile: (386) 986-3703
City Attorney, City of Palm Coast
AND
Jacob David Varn
Florida Bar Number: 139615
Fowler White
101 North Monroe Street
Suite 1090
Tallahassee, Florida 32301
Telephone: (850) 681-0411
Facsimile: (850) 681-6036
Special Counsel, City of Palm Coast

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been furnished by U.S. mail to Daren L. Shippy, Esquire, John R. Jenkins, Esquire, Rose Sundstrom & Bentley, 2548 Blairstone Pines Drive, Tallahassee, FL 32301; Charles J. B. Cino., Esquire, Charles J.B. Cino, P.A., 555 W. Granada Blvd., Suite E12, Ormond Beach, FL 32174; Phillip C. Gildan, Esquire, Susan F. Komspan, Esquire, Greenberg Traurig, P.A., 777 S. Flagler Drive, Suite 300 East, West Palm Beach, FL 33401-6167; Reginald Luc Bouthillier, Jr., Esquire, Greenberg Traurig, P.A. 101 E. College Ave., Tallahassee, FL 32301; Carl E. Kern, III, Esquire, County Attorney, Flagler County, 1200 E. Moody Blvd., #1, Bunnell, FL 32110; and Lonnie N. Groot, Esquire, City of Palm Coast, 2 Commerce

Blvd., Palm Coast, FL 32164; Jacob D. Varn, Esquire, Fowler White, P.O. Box 11240,
Tallahassee, FL 32302-3240 on this _____ day of _____, 2007.

THOMAS A. CLOUD

IN THE CIRCUIT COURT OF THE SEVENTH JUDICIAL CIRCUIT IN AND
FOR FLAGLER COUNTY, FLORIDA

CITY OF FLAGLER BEACH,
a municipal corporation of the
State of Florida, and
CITY OF PALM COAST, a municipal
corporation of the State of Florida

Plaintiff,

CASE NO.: 06-001531CA

v.

HAMMOCK BEACH RIVER CLUB PROPERTY
OWNERS' ASSOCIATION, INC., n/k/a
THE GARDENS AT HAMMOCK BEACH
PROPERTY OWNERS' ASSOCIATION, INC.,
a Florida Non-Profit Corporation, and
FLAGLER COUNTY, a Political subdivision
of the State of Florida

Defendants.

**AGREED ORDER ADDING FLAGLER COUNTY AS PARTY AND THE CITY OF
PALM COAST AS FULL PARTY, APPROVING SETTLEMENT AGREEMENT, AND
DISMISSING ACTION WITH PREJUDICE**

THIS CAUSE having come before the Court on the Unopposed Joint Motion for Entry of Order Adding Flagler County as Party and the City of Palm Coast as a Full Party, Approving Settlement Agreement, and Dismissing Action With Prejudice (the "Motion") and the Court, having considered the Motion and the pleadings and papers constituting the record in this matter to include the Settlement Agreement (the "Agreement"), and being otherwise fully advised in the premises, it is thereupon;

CONSIDERED, ORDERED AND ADJUDGED as follows:

1. The Motion is hereby **GRANTED**.

2. FLAGLER COUNTY is hereby added as a Party-Defendant in this case and the Intervenor, CITY OF PALM COAST, is hereby added as a Party-Plaintiff in this case.

3. The Agreement is declared to be: a judicially enforceable interlocal agreement under the provisions of Section 163.01, *Florida Statutes*, (the "Florida Interlocal Cooperation Act of 1969"); a judicially enforceable joint planning agreement entered under the provisions of Part II, Chapter 163, *Florida Statutes*; as well as a judicially enforceable agreement entered under the home rule powers of the parties as set forth in Article VIII of the *Constitution of the State of Florida* and Chapters 125 and 166, *Florida Statutes*; and the Agreement is hereby adopted as an order of this Court.

4. This action is hereby dismissed with prejudice, with all Parties to bear their own attorneys' fees and costs.

5. Notwithstanding the dismissal of this action with prejudice, each Party has the right to seek enforcement of the Agreement, and accordingly, the Court retains jurisdiction to enforce the Agreement.

DONE AND ORDERED at Flagler County, Florida this _____ day of _____, 2007.

Raul A. Zambrano
Circuit Judge

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been furnished by U.S. mail to Daren L. Shippy, Esquire, John R. Jenkins, Esquire, Rose Sundstrom & Bentley, 2548 Blairstone Pines Drive, Tallahassee, FL 32301; Charles J. B. Cino., Esquire, Charles J.B. Cino, P.A., 555 W. Granada Blvd., Suite E12, Ormond Beach, FL 32174; Phillip C. Gildan, Esquire, Susan F. Kornspan, Esquire, Greenberg Traurig, P.A., 777 S. Flagler Drive, Suite 300 East, West Palm Beach, FL 33401-6167; Reginald Luc Bouthillier, Jr., Esquire, Greenberg Traurig, P.A. 101 E. College Ave., Tallahassee, FL 32301; Carl E. Kern, III, Esquire, County Attorney, Flagler County, 1200 E. Moody Blvd., #1, Bunnell, FL 32110; and Lonnie Groot, Esquire, City of Palm Coast, 2 Commerce Blvd., Palm Coast, FL 32164; Jacob D. Varn, Esquire, Fowler White, P.O. Box 11240, Tallahassee, FL 32302-3240 on this _____ day of _____, 2007.

JUDICIAL ASSISTANT

Item #13

Penny Overstreet


From: Kim Carney
Sent: Thursday, May 05, 2016 4:25 PM
To: Penny Overstreet
Subject: FW: Letter of Support for the Flagler Auditorium

I should have copied you on this!

Kim M. Carney
City of Flagler Beach
City Commissioner

From: Kim Carney
Sent: Thursday, May 05, 2016 4:24 PM
To: Larry Newsom
Subject: Letter of Support for the Flagler Auditorium

Larry,

 The Flagler Auditorium and Dennis Fitzgerald Performing Arts Center is applying for a state of Florida Cultural Grant. The Governing Board is asking for letters of support for the Performing Arts Center. Since I will not be at the next meeting on May 12th. Can you get a consensus on writing the letter? Can you see if they want to write individually, from the Mayor or one with all signatures. This grant will allow the Performing Arts Center to expand their lobby and bathrooms. It will add an administration wing, a small 100 seat theater and relocate the loading dock. The Flagler Auditorium and Performing Arts Center has been Flagler County's Performing Arts Center for 25 years. We need local support to achieve the expansion financial goals. IF they decide on one letter signed by Mayor or all, I will be happy to compose the letter and bring it to City hall for signatures. I can also have it for the next meeting.

Thanks,

Kim M. Carney
City of Flagler Beach
City Commissioner

#14

ORDINANCE 2016-XXXX

AN ORDINANCE OF THE CITY OF FLAGLER BEACH, FLORIDA, APPROVING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF FLAGLER BEACH, FLORIDA AND THE INTERNATIONAL UNION OF POLICE ASSOCIATIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Flagler Beach, Florida and the Florida State Fraternal Order of Police, Inc., as bargaining representative, entered into that certain Collective Bargaining Agreement effective from October 1, 2015 until September 30, 2018(the "Existing Collective Bargaining Agreement"); and

WHEREAS, the represented employees have elected the International Union of Police Associations as their new bargaining representative; and

WHEREAS, pursuant to the Existing Collective Bargaining Agreement the City and IUPA have negotiated amendments to the Existing Collective Bargaining Agreement.

NOW THEREFORE, be it ordained by the City Commission of the City of Flagler Beach, Florida as follows:

SECTION 1. That the Collective Bargaining Agreement between the City of Flagler Beach, Florida and the International Union of Police Associations, attached hereto as Exhibit "A," is hereby approved by the City Commission.

SECTION 2. If any Section or portion of a Section of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Ordinance.

SECTION 3. All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

SECTION 4. This Ordinance shall become effective immediately upon its passage and adoption as provided by law.

PASSED ON FIRST READING THIS _____ DAY OF _____, 2016.
PASSED AND ADOPTED THIS _____ DAY OF _____, 2016.

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

ATTEST:

Linda Provencher, Mayor

Penny Overstreet, City Clerk

AGREEMENT BETWEEN
CITY OF FLAGLER BEACH
AND THE
~~F~~~~L~~~~O~~~~R~~~~I~~~~D~~~~A~~ ~~S~~~~T~~~~A~~~~T~~~~E~~ ~~F~~~~R~~~~A~~~~T~~~~E~~~~R~~~~N~~~~A~~~~L~~
~~O~~~~R~~~~D~~~~E~~~~R~~INTERNATIONAL UNION
OF POLICE, ~~INC~~ ASSOCIATIONS

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ARTICLE 2	NON-DISCRIMINATION
ARTICLE 3	MANAGEMENT RIGHTS
ARTICLE 4	WORK STOPPAGES
ARTICLE 5	PERSONNEL RECORDS
ARTICLE 6	HOURS OF WORK AND OVERTIME
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ARTICLE 40	SIGNATURES AND ATTEST

AGREEMENT

This Agreement is entered into by the City of Flagler Beach, Florida, hereinafter referred to as the "City" and the ~~Florida State Fraternal Order~~ International Union of Police, Inc., Associations, hereinafter referred to as the ~~"FOP"~~ "IUPA" or "Union."

ARTICLE 1

RECOGNITION

| The City hereby recognizes ~~the~~ FOPIUPA as the exclusive bargaining representative; as defined in Chapter 447 Florida Statutes as amended for all employees employed in the unit defined by the Public Employees Relations Commission in its Certification No. 1812, which certification includes all personnel in the job titles of Patrolman, Sergeants, Corporals, and Detectives. It is specifically understood by the parties that all other employees of the City of Flagler Beach are excluded from this recognition.

ARTICLE 2

NON-DISCRIMINATION

- 2.1 The parties agree not to interfere with the right of any employee covered by this Agreement to become a member, or to refrain from becoming a member, of the ~~FOPJUPA~~. There shall be no discrimination against any employee covered by this Agreement by reason of race, creed, color, national origin, sex, ~~FOPJUPA~~ membership or activity, or lack of ~~FOPJUPA~~ membership or activity, age, or disability.

- 2.2 The City opposes any form of employment discrimination, which is made unlawful under applicable state and Federal law. Any claim of discrimination by an employee against the City, its officers or representatives, shall not be subject to grievance or arbitration under the provision of this contract, but shall be subject only to the method of review prescribed by law.

ARTICLE 3

MANAGEMENT RIGHTS

- 3.1 Except as expressly provided for in this Agreement, the City has the sole and exclusive right to manage and direct the Police Department of the City of Flagler Beach, set standards of service to be offered to the public and to exercise control and discretion over its operation.
- 3.2 The City, except as provided in the Agreement, specifically, but not by way of limitation, reserves the exclusive right to: hire, promote, and lay off employees; fire, demote and suspend for just cause; transfer employees from location to location, re-hire employees; maintain the efficiency of employees through supervisory personnel; merge, consolidate, expand or close the Department or any part hereof or expand, reduce, alter, combine, assign or cease any positions with adequate notice; control the use of equipment and property of the City; fill any position on a temporary, emergency or interim basis, determine the number, location, and operation of headquarters, annexes, divisions, substations and departments thereof; schedule and assign the work to the employees and determine the size and composition of the work force; formulate and implement departmental policy, rules and regulations; and introduce new or improve services, maintenance procedures, materials, facilities and equipment.
- 3.3 If the City fails to exercise any one, or more, of the above functions from time to time, it shall not be deemed a waiver of the City's right to exercise any or all of such functions.
- 3.4 The above rights of the City are not all-inclusive but indicate the type of matters, or rights, which belong to and are inherent to the City in its capacity of management and direction of the City of Flagler Beach. Any rights, powers and authority of the City had prior to entering into this Agreement are retained by the City except as expressly and specifically abridged, delegated, granted or, modified by this Agreement.
- 3.5 If it is determined that civil emergency conditions exist, including riots, disorders, hurricane conditions, what is judged to be a public danger, or emergency, the provisions of this Agreement may be suspended by Ordinance 2008-12 during the time of the declared emergency, provided that the wage rates and monetary fringe benefits shall not be suspended.
- 3.6 However, the exercise of the above rights shall not preclude employees or their representatives from raising grievances, should decisions on the above matters have the practical consequence of violating the terms and conditions of this Agreement.
- 3.7 The City and the Commanding Officer of the Police Department acknowledge that the language in this Article is not a waiver of any of the FOP's IUPA's rights under Federal and Florida statutes nor is it a waiver of any employee or group of employee's rights under Federal or Florida statutes.

- 3.8 When filling a temporary vacancy, the City shall offer that shift or assignment to full time bargaining unit employees as an overtime assignment and it shall be given to full time police officers based on seniority and availability. The City may utilize part time/reserve police officers, to temporarily augment manpower requirements to cover special events, natural disasters, and other circumstances where additional manpower may be necessary for the protection and welfare of citizens.

ARTICLE 4

WORK STOPPAGES

The covered employees will not authorize, instigate, condone, excuse, ratify, support, or acquiesce in any strikes, work stoppages, slowdowns, job actions, or refusals to perform assigned work. Recognizing that Florida law prohibits the activities enumerated in the sentence above, the parties agree that the City shall retain the right to discharge, or otherwise discipline, some or all of the employees participating in, or promoting any of the aforesaid activities, and the exercise of such rights by the City will not be subject to recourse under the grievance arbitration procedures. It is recognized by the parties that the activities enumerated in the two sentences above are contrary to the ideals of professionalism and to the Police Department's community responsibility. Accordingly, it is understood and agreed that in the event of any violations of this Article, the City shall be entitled to seek and obtain legal and/or equitable relief in any court of competent jurisdiction, or through binding arbitration. For the purpose of this Article, it is agreed that the ~~FOPI~~IUPA shall be responsible and liable for any act committed by the ~~FOP's~~IUPA's officers, agents, and/or representatives, which act constitutes a violation of State Law or the provisions herein. In addition to all other rights and remedies available to the City under State Law, in the event of a breach of the provisions herein, the City shall have the right to unilaterally and without further notice terminate the Collective Bargaining Agreement and withdraw recognition from the ~~FOPI~~IUPA.

ARTICLE 5
PERSONNEL RECORDS

- 5.1 Each employee covered by this Agreement shall have the right to inspect his official personnel file, provided however that such inspection shall take place during working hours at the location where the official personnel file is kept. The employee shall have the right to make one duplicate copy at city expense of any item contained in his official personnel file.
- 5.2 Employees shall have the right to file a written response to any letter of reprimand, or other document, which is placed in the employee's official personnel file subsequent to the effective date of this Agreement as a result of supervisory action or citizen's complaint. Any such written response shall be included in the employee's official personnel file together with the letter of reprimand, or other document, against which it is directed.
- 5.3 To the extent permitted by law, and in order to protect the privacy and promote the safety of individual police officers, the City agrees not to directly, or indirectly, furnish the news media or the public with any employee's home address, telephone number or photograph unless failure to do so would violate the Sunshine Law.,
- 5.4 ~~The FOIUPA~~ agrees to neither directly, or indirectly furnishes the news media or the public with the employee's personnel records without the consent of the City and the employee thus mutually agreeing to the confidentiality of personnel records other than required by law.

ARTICLE 6
HOURS OF WORK AND OVERTIME

The following provisions shall govern hours of work and overtime:

- A. A normal pay period shall consist of two (2) consecutive weeks of eighty four (84) hours for all covered employees. Nothing herein shall guarantee any employee payment for the work period unless the employee actually works eighty four (84) hours in such pay period or his/her actual hours worked and his/her authorized compensated leave or sick leave, totals (84) hours as applicable.
- B. Hours worked in excess of eighty-four (84) hours, as applicable in a work period, shall be compensated at the rate of time and one-half of the employee's regular straight time rate. An employee may elect to take compensatory leave time in lieu of pay, where applicable in this Agreement, up to a maximum accumulation of eighty four (84) hours. All employees will have until September 30th of each year to reduce their current compensatory time to 84 hours. All hours in excess of the maximum shall be in the form of pay. An employee separating from the Department on a voluntary or involuntary basis shall receive lump sum payment for accumulated compensatory time. Employees may elect to sell back up to forty (40) hours of compensatory time each year. Request for sell back must be made during the month of November and payout will be made on the pay period before Christmas of that year.
- C. If any employee covered by this Agreement is called out to work at a time outside his normal working hours, he/she shall receive a minimum of three (3) hours pay at the rate of time and one- half his/her straight time rate or elect to take compensatory leave time in lieu of pay.
- D. The aforementioned minimum call out compensation and the other provisions of paragraph C. of this Article shall apply to require off duty appearances as a subpoenaed witness in the Federal, Circuit, or County Courts on pending criminal, civil, or traffic cases where the employee is involved as a witness, in his official capacity, arresting officer, and/or investigation officer.
- E. No supervisor, or official, shall take action to cause the non-payment of time and one-half when the employee has performed work, which entitles him/her to such payment.
- F. Management will not unilaterally change or alter work schedules to avoid the payment of overtime.
- G. The Commanding Officer of the Police Department shall make a good faith effort to assign overtime as equally as possible.

- H. Employees shall be given fourteen (14) calendar days' notice of any permanent change in their regular hours of work; except in case of emergency situations, the Department will avoid scheduling an employee to work continuous shifts. If an employee is not notified prior to forty-eight (48) hours of a shift change, he/she shall receive one and one-half times the straight time hourly rate for the first twelve hours of the new shift. Fourteen (14) calendar day notice can be waived by the employee.
- I. A shift work schedule will be posted showing the schedule for a period of at least 28 days and will be posted at least fourteen (14) days in advance of the expiration of the previous schedule.
- J. Patrol Shifts will be for twelve (12) hours for all employees covered by this agreement. Employees not assigned to regular patrol duties may be assigned alternate shift schedules at the discretion of the Commanding Officer of the Police Department.
- K. Department meetings will be held on employee's duty time, for the purpose of conveying policy changes and operating procedures, or the discussion of anything pertaining to the operation of the Flagler Beach Police Department.
- L. At no time will volunteers be used to replace the duties, or functions, of regular full-time certified officers. The City may institute a Citizens on Patrol (COP) program to assist full-time certified police officers in accomplishing tasks which do not require the presence and/or authority of a full-time certified police officer. It is not the intention of the City to use the COP program to replace any full-time certified police officer.

ARTICLE 7

MILEAGE ALLOWANCE AND TAKE HOME VEHICLES

- 7.1 Employees directed and authorized to use their private automobile for personal conveyance only, shall be reimbursed in accordance with the mileage allowance permitted by the City.
- 7.2 The City will make a good faith effort to provide each non-probationary sworn police officer living within a 25 air mile radius of the City of Flagler Beach a marked/unmarked take-home police vehicle (when available-) at no cost to the employee. The assigned vehicle will be driven to and from work and to conduct official business only.
- ~~7.3 Employees eligible to participate in the take home program will reimburse the City via payroll deduction at the following rates:~~
- ~~Officers living within the Flagler Beach City limits: (\$0) no cost~~
 - ~~Sergeants living within the Flagler Beach City limits: (\$0) no cost~~
 - ~~Officers living within Flagler County: twenty five dollars (\$25) per month~~
 - ~~Sergeants living within Flagler County: fifteen dollars (\$15) per month~~
 - ~~Officers living outside of Flagler County: thirty dollars (\$30) per month~~
 - ~~Sergeants living outside of Flagler County: twenty dollars (\$20) per month.~~
- 7.3 The Commanding Officer of the Police Department will have the sole discretion to allow probationary sworn police officers the rights within this article. The Commanding Officer of the Police Department will also have the sole discretion to withdraw the same rights to any probationary sworn police officer at any time.
- 7.4 Employees shall adhere to all City and Flagler Beach Police Department policies and rules regarding use of take home vehicles. The City shall be responsible for each vehicle assigned to employees and keep each vehicle in a safe operating condition.

ARTICLE 8
DISCIPLINE AND DISCHARGE

- 8.1 No Employee shall be discharged, or disciplined, except for **JUST CAUSE**.
- 8.2 In the event an employee who has successfully completed his probationary period is discharged, suspended, or demoted, the City will furnish the employee with written notification of reason for the discharge, suspension, or demotion, shall be hand delivered to the employee prior to effective date or sent by certified mail, return receipt requested, to the address of employee as recorded in the City personnel records.
- 8.3 Upon request, any employee may obtain one copy of any written statement, which he personally has given to the City, or Police Department, in connection with any investigation based upon which disciplinary action can, or will be, taken against the employee.
- 8.4 In the event an employee becomes the subject of a formal departmental internal investigation arising from any complaint or allegation, the department shall provide written notification of such complaint, or allegation, to the employee and/or employees and of the disposition of the complaint upon conclusion of the formal investigation. All investigations shall comply with the "Law Enforcement Officer's Bill of Rights" as set forth in Florida Statute §§ 112.531 - 112.534.
- 8.5 In the event that an officer, or employee, is charged with conduct which might affect job performance or endanger the public good, such officer, or employee, may with the approval of the City Manager, be suspended with pay, or without pay pending the outcome of the charges.
- 8.6 If an employee is suspended without pay or discharged, and the charge is determined to be unfounded, or he is not guilty, the employee shall receive all back pay retroactive to the time of suspension or discharge.

ARTICLE 9

RANDOM DRUG TESTING

- 9.1 The City, ~~the FOPIUPA~~ and the employees covered under this agreement recognize that employee substance and alcohol abuse may have an adverse impact on the operations of the City, the image of the employees and the Department, and the general health, welfare and safety of the employees and the general public.
- 9.2 In an effort to maintain a drug and alcohol-free workplace, employees will be subject to urine drug and/or alcohol testing in accordance with this agreement. Any employee who refuses to comply with a request for drug or alcohol testing, who provides false information in connection with a test, or who attempts to falsify test results through tampering, contamination, adulteration or substitution shall be subject to disciplinary action, up to and including termination. Failure to provide an adequate urine sample (consistent with the most current federal rules, regulations and guidelines) without a valid medical explanation from a doctor shall constitute refusal to submit.
- 9.3 Required Drug Testing: Employees covered herein or applicants for positions covered herein will be required to take a drug and alcohol test;
- a. Employment: Prior to employment with the City.
 - b. Transfer: Prior to transferring into or out of any assignment whose primary responsibilities include the enforcement of narcotics/drug laws.
 - c. Vehicle Crash: Whenever an employee is involved in a City vehicle crash/accident, he/she must submit to a test as soon as reasonably possible and prior to the end of their shift.
 - d. Reasonable Suspicion: At any time when "Reasonable Suspicion" exists than an employee has engaged in the illicit use of narcotics, drugs or controlled substances. "Reasonable Suspicion" shall mean an articulated belief based on specific facts and reasonable inferences drawn from those facts.
 - e. Fitness of Duty Examination: Any time an employee is referred to a physician or psychologist for a fitness of duty examination.
 - f. Monthly Random Testing: One (1) sworn Officer, to include the Commanding Officer of the Police Department and Reserve Officers, will be selected randomly and the selected Officer will submit to a drug test (urinalysis).
 - g. After Care Monitoring: Anytime within two (2) years after an employee has tested positive for the presence of alcohol or any of the substances listed in Section ##.3 of this agreement or two (2) years after completing initial rehabilitation, whichever is later is subject to follow up testing.

- 9.4 Random Testing Procedure: The random selection process will be conducted at City Hall on the first Monday of each Month (on the first Tuesday in the case of a City holiday on the 1st Monday). The Commanding Officer of the Police Department and an employee selected by the Union will make the random selection. Each employee will have a specific number that identifies him/her and the selection will be conducted randomly, with all parties present. Should the Commanding Officer of the Police Department become unavailable (vacations, illness, etc.) his/her representative will be present for the random selection. The randomly selected employee shall be contacted during their next regularly scheduled duty assignment day/night and instructed to respond to the City's contracted and licensed provider for testing. The selected employee will be accompanied by a Police Supervisor as designated by the Commanding Officer of the Police Department.
- 9.5 Drugs to be tested for: When an employee or applicant is required to take a drug/alcohol test as required in Section 9.2 of this agreement, a urinalysis test will be given to detect the presence of the following;
- a. Alcohol (Ethanol)
 - b. Amphetamines
 - c. Barbiturates (e.g., Amobarbital, Butabarbital, Phenobarbital, Secobarbital)
 - d. Benzodiazepines
 - e. Benzoyllecgonine (Cocaine)
 - f. Creatine
 - g. Methadone
 - h. Opiates (e.g., Codeine, Heroin, Morphine, Mydromorphone, Hydrocodone)
 - i. Oxycodone and/or Oxymorphone
 - j. THC (Marijuana Metabolite)
- 9.6 Collection Location and Cost: The City shall select the certified lab/testing facility and will incur the financial costs associated with random drug testing.
- 9.7 Confidentiality of Test Results: All information from an employee's drug and alcohol test is considered confidential and only the City's Human Resource Director will be informed of the test results. The results of a positive test for alcohol or drugs shall not be released until the results are confirmed.
- In any case where the test results may warrant disciplinary action and/or termination proceedings, the test results will be provided to the Commanding Officer of the Police Department.
- 9.8 Refusal to Consent to Testing: Any employee under this agreement that refuses to consent to a drug and/or alcohol test as outlined in Section 9.2 is subject to disciplinary action up to and including termination. The reason for the refusal shall be considered in determining the appropriate disciplinary action. Probationary employees that refuse to consent to random testing or test positive for alcohol or drugs will be dismissed.

- 9.9 Self-Reporting: Any employee who voluntarily reports a substance abuse problem to the City, excluding all drugs not obtained for an originally legitimate medical reason, shall be permitted to use annual leave, holiday leave, sick leave, compensatory leave, or take a personal leave of absence in accordance with the Family Medical Leave Act in order to obtain substance abuse counseling. Such leave requests must also comply with the City's policy for accrued and authorized leave.
- 9.10 Confirmation of Controlled Substance Use: Upon confirmation of controlled substance use, the employee shall be notified by the lab/testing facility within seventy-two (72) hours and shall be provided an opportunity to submit evidence of legal use by prescription to the lab/testing facility.
- a. Additionally, an employee whose drug test yields a positive result shall be given a second test using a chromatography/mass spectrometry (DS/MS) test. The second test shall use a portion of the same test (original) sample from the employee used in the first test. If the second test is determined to have been adulterated, this constitutes a refusal to submit and the employee will be subject to disciplinary action, up to and included termination. When evidence of adulteration is reported and the presence of a drug or drug metabolite is confirmed, the Human Resource Director is not to report the presence of the drug. Under these circumstances the employee is not permitted to have a second urine sample from the original test sample.
 - b. If the second test confirms the positive test results, the employee shall be notified of the results in writing by the Commanding Officer of the Police Department. The letter of notification shall identify the particular substance found and its concentration level. When a test result is reported as substituted, this constitutes a refusal to submit and the employee will be subject to disciplinary action, up to and including termination. Under these circumstances the City will not conduct any additional tests from the original sample.
 - c. Any employee whose second test confirms the original positive test result may, at the employee's own expense, have a third test conducted on the originally submitted sample at a laboratory approved by the City.
- 9.11 Employees seeking alcohol or drug rehabilitation may request assistance from the Employee Assistance Program (EAP).
- 9.12 The City of Flagler Beach will not discharge, discipline or discriminate against any employee solely based on the fact that the employee has sought treatment, while employed with the City of Flagler Beach, for a drug/alcohol related problem if the employee has not previously tested positive for drugs/alcohol, entered an employee assistance program for drug problems, or entered an alcohol or drug rehabilitation program.

ARTICLE 10

INSURANCE

- 10.1 The City agrees to maintain a Health Insurance plan including hospitalization. Employees covered under this Agreement will be provided individual coverage at City expense; ~~provided however each Employee shall pay four point two percent (4.2%) of the premium cost up to a maximum of thirty dollars (\$30) per month, which payment shall be made as a payroll deduction each pay period.~~ Dependent coverage and any additional premium for plans elected by the employee above the base plan offered by the City will be paid by the employee. The City shall pay any employee covered under this Agreement an amount equal to any amount withheld as the employee share of the base plan offered by the City in accordance with the predecessor agreement between the City and Fraternal Order of Police, Inc. between February 18, 2016 and the effective date of this Agreement.
- 10.2 The City agrees that if an employee covered by this Agreement chooses to join, or desires to discontinue the City program, he shall sign a card provided by the City to this effect.
- 10.3 Eligibility for a Health Insurance plan including hospitalization under the City plan shall be on the first day of the month following thirty (30) days from the date of full time employment. Example: Employee hired on the May 10th would not be eligible for coverage until July 1st.
- 10.4 Any employee who suffers a catastrophic injury, as defined in s. 440.02, in the line of duty shall have the entire premium of the employer's health insurance plan shall be paid for by the City for the employee, the employee's spouse, and for each dependent child of the injured employee until the child reaches the age of majority or until the end of the calendar year in which the child reaches the age of 25 if the child continues to be dependent for support, or the child is a full-time or part-time student and is dependent for support. The term "health insurance plan" does not include supplemental benefits that are not part of the basic group health insurance plan. If the injured employee subsequently dies, the City shall continue to pay the entire health insurance premium for the surviving spouse until remarried, and for the dependent children, under the conditions outlined in this paragraph.

ARTICLE 11
LEAVE OF ABSENCE

- 11.1 The City Manager may grant any bargaining unit member a leave of absence with, or without pay, for a period not to exceed thirty (30) days. Leaves of absence without pay for a period in excess of thirty (30) days, but not more than one year, may be granted only upon the written approval of the City Manager. Failure of any employee to return to duty upon expiration of his leave of absence shall constitute the resignation of that employee. Holidays, sick leaves, annual leave, and any other benefits based on time spent in the employment of the City shall not accrue, or be credited, during a leave of absence without pay, provided however, the employee may maintain his life insurance and health insurance by paying both his and the City's share of any premiums due, for a period not to exceed ninety (90) days. Merit increases and any other increases for which an employee may become eligible based in whole, or in part, on length of service with the City, shall not be credited during any period of leave of absence. The employee shall be returned to the same salary grade as when he left.
- 11.2 Any employee covered hereunder may be given educational leave for the purpose of taking courses, or attending conferences, and/or seminars directly related to the employee's work as determined by the City Manager. The decision to grant, or not to grant, such educational leave and the determination as to whether such leave will be compensated shall be the sole and exclusive function of the City Manager.
- 11.3 An employee, who is a member of the National Guard, or an organized military reserved unit of the United States, will be allowed a maximum of seventeen (17) calendar days leave of absence with pay during any twelve (12) month period when called to active duty or for training with the armed forces. During such period of leave with pay, the employee's benefits continue in the same manner as if he were on active duty with the City.

ARTICLE 12
WORKER'S COMPENSATION BENEFITS

Employees disabled because of an injury arising out of and in the course of performing their duties will be governed by the Florida State Workers' Compensation Law.

ARTICLE 13
VACATIONS

13.1 Eligibility and rate of earning.

A. Each regular full-time employee will earn vacation leave with pay on the following basis:

CONTINUED EMPLOYMENT	ANNUAL VACATION EARNED
1 through 4 years	84 hours
5 through 9 years	120 hours
10 through 14 years	168 hours
15 through 19 years	204 hours
20 +	252 hours

B. Annual leave is computed on the City employment anniversary date for each employee.

13.2 Using vacation time.

A. Annual vacation can be used in hourly increments of no less than one hour.

B. Holidays, which occur during the period selected for vacation by the employee, will not be charged as vacation time.

13.3 Request for leave.

A. Annual vacation may be taken after approval by the Commanding Officer of the Police Department. The Commanding Officer of the Police Department or his designee will arrange the vacation schedule and re-allocate duties as to cause minimum interference with normal functions and the operation of the department.

B. In the event of an emergency, or hardship, the City Manager may approve an employee taking unpaid leave in advance of having earned such vacation.

13.4 Annual vacation may be granted for the following purposes.

- A. Regular scheduled vacations.
- B. Absences for transacting personal business, which cannot be conducted during off-duty hours.
- C. Religious holidays other than those designated by the City as official holidays.
- D. For uncovered portions of absences due to medical reasons, once sick leave has been exhausted.
- E. Any scheduled absence from work not covered by other types of leave provisions established by these policies.

13.5 Unused Vacation Time.

When termination through retirement, resignation, or termination, occurs the employee will be compensated for all annual leave accumulated.

13.6 Unused Vacation Time.

- A. Employees may carry-over any amount of unused Annual Vacation from one year to the next, for a maximum of 400 hours. Time in excess of 400 hours must be used by the employee or lost at the end of the City designated Fiscal Year during which the leave was accrued.
- B. An employee may elect to sell back forty (40) hours increments of vacation time annually. The initial sell back time for a forty (40) hour increment shall be during the first pay period in December and the second forty (40) hour increment shall be during the first pay period in June. The employee may exercise one or both sell back periods by submitting their request fifteen (15) days prior to the respective pay out date.

ARTICLE 14
SICK LEAVE

14.1 Eligibility and rate of earning.

- A. Each employee will earn sick leave at the rate of twelve (12) hours per month.
- B. Sick leave may be taken during the employee's probationary period.
- C. Sick leave will not be granted in advance of accrual.
- D. Sick leave will be considered as time worked for overtime computation.

14.2 Charging leave.

- A. Sick Leave will be charged to the employee in increments of no less than one (1) hour.
- B. Should a holiday occur during sick leave, it shall not be charged as sick leave.

14.3 Request for leave.

- A. To receive compensation while on sick leave, the employee shall notify his/her immediate supervisor, or the Commanding Officer of the Police Department, in accordance with departmental regulations. Any employee must notify the department within the established time limit set by the Commanding Officer of the Police Department. This provision may be waived if the employee submits to the Commanding Officer of the Police Department evidence that would have made it impossible to give such notification.
- B. The Commanding Officer of the Police Department may request a physician's certificate to verify the illness of any employee on sick leave for three (3) days or more of absence within a 30 day period.

- 14.4 Use of sick leave may be granted for the following reasons:
- A. Personal injury, employee pregnancy or illness of the employee, provided this meets ADA requirements.
 - B. Medical, dental, optical or chiropractic examination or treatment when it is not possible to arrange the appointment for off-duty hours.
 - C. Exposure to contagious disease, which would endanger others as determined by a physician.
 - D. Illness of a member of the employee's immediate family, which requires the personal care, and attention of the employee. Immediate family for the purpose of this contract shall be defined as follows: father, mother, spouse, child, brother, sister, father-in-law, mother-in-law, son-in-law, sister-in-law, and daughter-in-law, brother-in-law, stepparent, grandparents and grandchildren of the employee.

14.5 Employees may accumulate 800 hours of sick leave. Any excess of 800 hours must be used prior to October 1, of each year. Employees may cash in unused sick time up to 40 hours at or by December 30 of the year at normal rate of pay.

14.6 Unused sick leave. Employees who resign or retire voluntarily and provide at least fifteen (15) calendar days of notice to the city will receive pay for their unused sick leave in accordance with the following schedule:

CONTINUOUS EMPLOYMENT	SICK LEAVE PAY
1 to 5 years	25%
6 to 10 years	35%
11 years and over	50%

14.7 The required 15 day notice may be waived at the sole discretion of the City Manager and may not be subject to appeal or arbitration.

ARTICLE 15
MISCELLANEOUS LEAVES

15.1 EXTENDED ILLNESS/NON-LINE OF DUTY INJURY OR ACCIDENT

When an employee's term of illness or non-work injury/accident exceeds accrued personal leave, the granting of leave without pay will be at the discretion of the City Manager. In all instances, a physician's certificate concerning the illness, injury, time of absence, etc., will be required at time of consideration.

15.2 MILITARY LEAVE

All employees who are commissioned reserve officers, or reserve enlisted personnel in the United States Military, or Naval Service, or members of the National Guard, shall be entitled to leave of absence from their perspective duties without loss of pay, or time, on all days during which they shall be engaged in field, or coast defensive exercise, or other training ordered under the provisions of the United States Military, or Naval training regulations, or such personnel, when assigned to active duty; provide however, that such leave of absences granted as a matter of legal rights under the provisions of this section shall not exceed seventeen consecutive days in any one annual period, provided further, that leave of absence for additional, or longer periods of time, without pay for assignment to duty with civilian conservation corps, units, or other functions of military character may be granted at the discretion of the City Manager. Request for military leave shall be submitted in writing at least one (1) month prior to the commencement date of the proposed leave, along with proper orders.

15.3 COURT

An employee shall receive full pay for any absence from work necessary to serve on a jury, or to attend court as a witness under subpoena, provided however, any compensation received for said service or attendance, other than mileage, shall be paid over the appropriate fund as a salary reimbursement. Any employee who is required to attend court on his day off is exempt from the reimbursement procedure. The employee must return to work when released from duty. These same provisions apply to employees subpoenaed for depositions that are work related.

15.4 MATERNITY LEAVE

Both parties agree to abide by Federal Law.

ARTICLE 16

HOLIDAYS

16.1 The City will recognize the following as paid holidays:

New Year Eve
New Year Day
Martin Luther King Day
Good Friday
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
The Day after Thanksgiving Day
Christmas Eve
Christmas Day

One (1) Personal Day that must be taken within that calendar year. Cannot be carried over and cannot receive pay in lieu thereof.

- A. If the holiday falls on an employee's off duty day, he shall receive an additional days compensation paid at his regular rate of pay or the employee may elect to take compensatory leave time in lieu of pay .
- B. If the holiday falls on an employee's regular scheduled workday or day off, and he/she is required to work, he/she will receive overtime compensation for all hours worked for the entire shift and holiday pay/compensatory leave time for all hours worked.
- C. In order to be eligible for holiday pay he must work both his last scheduled workday before the holiday and the first scheduled work day after the holiday unless the absence is due to compensated leave.
- D. The holiday to be recognized is the specific holiday mentioned above and not any other designated day.

ARTICLE 17
BEREAVEMENT LEAVE

The City agrees when a death occurs in the immediate family of an employee, that employee shall be thirty six (36) hours off.

- A. The City agrees the immediate family as cited above shall be defined as: father, mother, spouse, child, brother, sister, father-in-law, mother-in-law, son-in-law, sister-in-law, daughter-in-law, brother-in-law, stepparent, grandparents and grandchildren of the employee. If the employee was raised by someone other than one of the above names, he may request the leave as though he had been reared by one of the above named.
- B. The definition of immediate families is confined to only one set of stepparents or one other set of people if raised by someone other than immediate family as designated by this article. The employee may be required by the City to submit proof or verification should the deaths of the family member occur out of town.
- C. The City agrees that bereavement leave will not be charged against sick leave, vacation, or holiday leave. Additional time off may be taken from accrued vacation, holiday, compensatory or sick leave as approved by the commanding officer of the Police Department.

ARTICLE 18

VOTING

During a primary, special, or general election, an employee who is registered to vote, and whose hours of work do not allow sufficient time for voting, shall be allowed necessary time off with pay for this purpose. Where the polls are open at least one (1) hour before and one (1) hour after the employee's regular scheduled work period, it shall be considered sufficient time for voting.

ARTICLE 19

SENIORITY

The City agrees that seniority shall consist of continuous accumulated paid service with the City, except as provided below:

- A. It shall be computed from the date of appointment after completion of the probation period. Seniority shall accumulate during leaves of absence due to injury, illness, vacation, or any other leave authorized and approved by the City Manager.
- B. Vacation periods for each calendar year shall be drawn by employees on the basis of seniority. The Commanding Officer of the Police Department shall make the final decision as to how many employees may be on vacation at the same time.
- C. In the event of lay off reduction of work force, employees shall be laid off in inverse order of seniority in their classifications. Employees to be affected by a lay off shall have the opportunity to bump into a lower paid classification if a permanent appointment to said lower classification was previously held, and the affected employee is senior to an employee in the lower classification. Employees will be called from lay off in the inverse order of lay off, last laid off, first recalled, if said employee to be recalled is physically qualified to perform the work available at time of recall. The City further agrees that no new employees will be hired until all qualified employees who have been laid off for less than twelve months have been given an opportunity to return to work in accordance with the provisions of this Article. Recall from lay off shall mean notifying a laid off employee to return to work by certified mail, return receipt requested, to the last address listed with the Police Commanding Officer of the Police Department as his home address. Employees recalled shall return to work within fourteen (14) days of the recall notification.
- D. In the event the City creates any additional administrative position within the department and chooses a bargaining unit member to fill such position, the parties agree to allow the bumping rights listed in section "C" to apply to such employee.
- D. Any employee who has been laid off from employment with the City for a period of twelve (12) months and is rehired shall accumulate seniority as a new employee.
- E. In the event of a vacancy in any division, unit, shift, or promotional vacancy, seniority will be given reasonable consideration, but will not be determining the factor.

- F. Seniority will be given reasonable consideration in the selection of any employee to attend any type of schooling.

ARTICLE 20

PROMOTIONS

- 20.1 Whenever a budgeted promotional vacancy exists in a Corporal or Sergeant classification, the Commanding Officer of the Police Department upon conferring with the City Manager shall promote an employee to fill such vacancy within thirty (30) days, from an existing eligibility list, if a valid eligibility list is in existence. Should there exist no valid eligibility list at the time a budgeted promotional vacancy occurs, the City shall establish a new eligibility list within sixty (60) days. Upon certification of the new eligibility list, the budgeted promotional vacancy shall be filled. An eligibility list shall remain in effect for a period of one (1) year.
- 20.2 The Commanding Officer of the Police Department will announce promotional examinations at least forty-five (45) days in advance of said examinations and provide the name of the test with the publication date and/or series number.
- 20.3 The City agrees that upon execution of this agreement the promotional probationary period shall be of six (6) month duration and cannot be extended except when the probational employee is incapacitated because of illness or injury.
- 20.4 Promotions will be made from an eligibility list, the ranking of which will be determined by the following:
- Experience - $\frac{1}{2}$ point per year of paid police service not to exceed 10 points.
 - Oral Board - This board will consist of an officer selected by the Commanding Officer of the Police Department from an outside Police Agency, an officer selected by the bargaining unit from an outside Police Agency and a member selected by the first two members from an outside Police Agency. The Board will award a score not to exceed 45 points.
 - Written Test - This test will be a professionally developed from Florida Law and the Flagler Beach Police Department's Policy and Procedure manual for the open rank. The written test shall account for a score not to exceed 45 points.
- 20.5 The points will be totaled for each officer and the officer will be placed on the eligibility list upon obtaining an overall minimum score of 70 points.

- 20.6 Selection - The City Manager upon recommendation from the Commanding Officer of the Police Department shall select an officer for promotion from among the three highest scoring candidates.
- 20.7 An officer will be eligible to take the promotion test for Sergeant upon obtaining five consecutive years paid full-time experience with three consecutive years of paid full-time service with the Flagler Beach Police Department or ten consecutive years paid full-time experience with two consecutive years of paid full-time service with the Flagler Beach Police Department. In the event a Corporal position exists, an officer will be eligible to take the promotion test for Corporal upon obtaining two years of paid consecutive full-time service with the Flagler Beach Police Department.

ARTICLE 21
BULLETIN BOARD

- 21.1 The City shall provide the ~~FOP~~IUPA a bulletin board in the squad room of the police department that the ~~FOP~~IUPA may use post notices of the ~~FOP's~~IUPA's recreational and social functions, elections, Association business meetings, and names and addresses of officers, directors, and representatives of the Union.
- A. A copy of each notice to be posted shall be first transmitted to the Commanding Officer of the Police Department, or his designee, prior to posting and his approval will be his initials on the item to be posted.
 - B. Other City bulletin boards, or blackboards, or similar structures may not be used for ~~FOP~~IUPA purposes.

ARTICLE 22
DUES DEDUCTION

- 22.1 Upon receipt by the Commanding Officer of the Police Department of a properly executed written authorization card from an employee the City agrees to deduct FOPIUPA dues of such employee from his wages. The dues so collected shall be transmitted to ~~the~~ FOPIUPA once a month. The City shall have no responsibility, or any liability, for the improper deduction system. ~~The~~ FOPIUPA shall notify the City in writing thirty (30) working days prior to any change in regular FOPIUPA dues. Under no circumstances shall the City be required to deduct FOPIUPA fines, penalties, or assessments, from the wages of any member. Employees covered by this Agreement, may upon thirty (30) days written notice to the City and ~~the~~ FOPIUPA, have the City cease deducting dues from his wages.
- 22.2 The City has the right to discontinue an employee's dues deductions upon resignation, termination, transfer, promotion, or any other act, which removed the employee from the bargaining unit.
- 22.3 In the event an employee's salary earnings within any pay period, after deductions for withholding, pension, or social security, health and/or hospitalization insurance, or other standard, or legally required deductions, are not sufficient to cover dues and special assessment, it will be the responsibility of ~~the~~ FOPIUPA to collect its dues for the pay period from the employee.

ARTICLE 23

FOIUPA REPRESENTATIVE

- 23.1 ~~The FOIUPA~~ shall be represented by the Staff Representative/Business Agent of ~~the FOIUPA~~ or his/her representative.
- 23.2 The Business Agent and two members of the Negotiating Team, if employees of the City, shall be permitted to participate in bargaining sessions and hearings without loss of pay
- 23.3 An employee representative of ~~the FOIUPA~~ and/or Staff Representative/Business Agent shall be permitted reasonable access to all departmental work locations at reasonable times to handle specific grievances and matters of interpretation of this Agreement, upon proper notification to the Commanding Officer of the Police Department

ARTICLE 24
WORKING OFF DUTY

- 24.1 Upon approval of the Commanding Officer of the Police Department, bargaining unit employees shall be allowed to work off duty in uniform, and with a City Police vehicle when required by the detail. The Commanding Officer of the Police Department shall have cause to deny an employee the right to work an off duty detail.
- 24.2 Upon a written request, the City will meet with ~~FOPI~~IUPA to discuss the rate being charged. Officers working off duty details will be paid \$36.00 dollars per hour.
- 24.3 Employees covered by this agreement agree to reimburse the City two (\$2.00) dollars per hour worked off-duty to compensate for use of department vehicle and uniform.
- 24.4 Officers will provide a copy of all compensation received

ARTICLE 25

INDIVIDUAL RIGHTS

Nothing contained in this collective bargaining Agreement shall foreclose any employee covered by this Agreement from pursuing any right, or remedy, available under this Agreement without representation of ~~the FOPIUPA~~. Further, nothing contained in this Agreement shall foreclose any employee from discussing a problem directly with his immediate supervisor, or other departmental officials, without the intervention of ~~the FOPIUPA~~; provided that the immediate supervisor, or other departmental official, agrees to discuss and/or to attempt to resolve the matter outside the formal grievance procedure. In matters involving a formal grievance, ~~the FOPIUPA~~ shall be given the opportunity to be present at any meeting called for the resolution of such grievance.

ARTICLE 26

INTERNAL INVESTIGATIONS AND OBLIGATIONS TO THE PUBLIC

The parties recognize that the security of the City and its citizens depends to a great extent upon the manner in which the employees covered by this Agreement perform their various duties. Further, the parties recognize that the performance of such duties involves those employees in all manner of contacts and relationships with the public and that out of such contacts and relationships, questions and complaints may arise concerning the actions of employees covered by this Agreement. Investigation of such questions and complaints must necessarily be conducted by, or under the direction of the Commanding Officer of the Police Department whose primary concern must be the security of the City and the preservation of public interest. The parties agree to follow Florida State Statutes §§112.531 - 112.534 known as the Law Enforcement Officers Bill of Rights. Any provisions of this Article not covered, or in conflict with, the Law Enforcement Officers Bill of Rights, the State Law shall prevail. In order to maintain the security of the City and protect the interest of citizens, the parties agree that the City must have the unrestricted right to conduct investigations of citizens' complaints and matters of internal security; provided, however, that any investigation, or interrogation, of any employee covered by this Agreement relative to a citizen's complaint and/or a matter of internal security, shall be conducted under the following conditions.

- A. The interrogation shall be conducted at a reasonable hour, preferably at a time when the law enforcement officer or correctional officer is on duty, unless the seriousness of the investigation is of such a degree that immediate action is required.
- B. The interrogation shall take place either at the office of the command of the investigating officer or at the office of the local precinct, police unit, or correctional unit in which the incident allegedly occurred, as designated by the investigating officer or agency.
- C. The law enforcement officer or correctional officer under investigation shall be informed of the rank, name, and command of the officer in charge of the investigation, the interrogating

officer, and all persons present during the interrogation. All questions directed to the officer under interrogation shall be asked by or through one interrogator during any one investigative interrogation, unless specifically waived by the officer under investigation.

- D. The law enforcement officer or correctional officer under investigation must be informed of the nature of the investigation before any interrogation begins, and he or she must be informed of the names of all complainants. All identifiable witnesses shall be interviewed, whenever possible, prior to the beginning of the investigative interview of the accused officer.

The complaint, all witness statements, including all other existing subject officer statements, and all other existing evidence, including, but not limited to, incident reports, GPS locator information, and audio or video recordings relating to the incident under investigation, must be provided to each officer who is the subject of the complaint before the beginning of any investigative interview of that officer. An officer, after being informed of the right to review witness statements, may voluntarily waive the provisions of this paragraph and provide a voluntary statement at any time.

- E. Interrogating sessions shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary.
- F. The law enforcement officer or correctional officer under interrogation may not be subjected to offensive language or be threatened with transfer, dismissal, or disciplinary action. A promise or reward may not be made as an inducement to answer any questions.
- G. The formal interrogation of a law enforcement officer or correctional officer, including all recess periods, must be recorded on audio tape, or otherwise preserved in such a manner as to allow a transcript to be prepared, and there shall be no unrecorded questions or statements. Upon the request of the interrogated officer, a copy of any recording of the interrogation session must be made available to the interrogated officer no later than 72 hours, excluding holidays and weekends, following said interrogation.

- H. If the law enforcement officer or correctional officer under interrogation is under arrest, or is likely to be placed under arrest as a result of the interrogation, he or she shall be completely informed of all his or her rights before commencing the interrogation.
- I. At the request of any law enforcement officer or correctional officer under investigation, he or she has the right to be represented by counsel or any other representative of his or her choice, who shall be present at all times during the interrogation whenever the interrogation relates to the officer's continued fitness for law enforcement or correctional service.
- J. Notwithstanding the rights and privileges provided by this part, this part does not limit the right of an agency to discipline or to pursue criminal charges against an officer.
- K. During interrogations covered hereunder, questions shall be limited to the circumstances surrounding the allegations, which are the subject of the investigation.
- L. A complaint filed against a law enforcement officer or correctional officer with a law enforcement agency or correctional agency and all information obtained pursuant to the investigation by the agency of such complaint shall be confidential and exempt from the provisions of s. 119.07(1) until the investigation ceases to be active, or until the agency head or the agency head's designee provides written notice to the officer who is the subject of the complaint, either personally or by mail, that the agency has either:
1. Concluded the investigation with a finding not to proceed with disciplinary action or to file charges; or
 2. Concluded the investigation with a finding to proceed with disciplinary action or to file charges.
- M. The officer who is the subject of the complaint may review the complaint and all statements regardless of form made by the complainant and witnesses prior to the beginning of the investigative interview. If a witness to a complaint is incarcerated in a correctional facility and may be under the supervision of, or have contact with, the officer under investigation, only the names and written statements of the complainant and non-incarcerated witnesses may be reviewed by the officer under investigation immediately prior to the beginning of the investigative interview.

- N. The findings of any internal investigations shall be labeled "sustained" (guilty as charged), the investigation disclosed sufficient evidence to clearly provide the allegations made in the complaint; or "not sustained" (not guilty), the investigation fails to discover sufficient evidence to clearly prove or disprove the allegations made in the complaint; "exonerated", acts did occur, but were justified, lawful, and proper or "unfounded", the investigation indicates that the act(s) complained of did not occur or failed to involve police personnel;. No other terminology may be used.
- O. Only "sustained" complaints will be inserted in an officer's personnel record.
- P. "Not- sustained" "unfounded" and "exonerated" complaints will not be inserted in an officer's personnel record.
- Q. In the interest of internal security and fairness to the employee under investigation, the City insofar as is legally permissible, agrees to make any statements concerning the validity of the allegations under investigation until such time as the employee under investigation, or any organization, or person representing said employee, make public statements concerning the allegations under investigation. The City shall have the right to respond in any manner it deems appropriate.
- R. As per Statute, the employee is entitled to a copy of any information of whatever type contained in the internal file and has the right to review any and all information contained therein prior to making any statements.
- S. The City agrees that no adverse action will be taken against any employee who exercises the rights provided in this Article.
- T. Any officer covered by this agreement shall have the right to have an attorney present prior to any statement written, or oral, whenever he is involved in a shooting where a death or injury occurred.
- U. No suspension, demotion, or termination will be instituted until the employee's grievance procedures are completed.
- V. Any employee charged with a felony may be placed on unpaid administrative leave by the Commanding Officer of the Police Department or City Manager.
- W. All internal investigations shall be conducted in accordance with the "Law Enforcement Officer's Bill of Rights" as set forth in Florida Statute §§ 112.531 - 112.534

ARTICLE 27

GRIEVANCE AND ARBITRATION PROCEDURE

In a mutual effort to provide a harmonious working relationship between the parties to this Agreement, it is agreed and understood that there shall be a procedure for the resolution of grievances between the parties and that such procedure shall cover grievances involving the application, or interpretation of this Agreement only. Every effort will be made by the parties to settle any grievance as expeditiously as possible. Should the grieving party fail to observe the time limits as set out in the steps of this Article, his grievance shall be considered conclusively abandoned. Any grievance not answered by management within the prescribed time limits shall automatically advance to the next higher step.

- A Time limits specified in days shall mean working days Monday through Friday excluding holidays
- B Grievances shall be presented in the following manner:

- Step 1. The employee shall first take up his grievance with their immediate supervisor within ten (10) workdays of the occurrence of the events, which gave rise to the grievance. If the events which gave rise to the grievance occurred at a time when the employee was on sick leave, vacation, or other compensated leave, the ten (10) day period shall commence running immediately upon the employee's return from such compensated leave. This first step shall be on an informal or oral basis, and shall be witnessed by a representative of the Association.
- Step 2. Any grievance, which cannot be satisfactorily completed under Step 1 shall be reduced to writing by the employee and presented within five (5) working days of the day of completion of Step 1, either through a representative of the Association and the employee, or by the employee himself at the employee's option, and discussed with the Commanding Officer of the Police Department of Police. The Commanding Officer of the Police Department shall, within five (5) workdays after presentation of the grievance, render his decision on the grievance in writing.

Step 3. Any grievance, which cannot be satisfactorily settled with the Commanding Officer of the Police Department in step 2 shall within five (5) workdays after completion of Step 2, be discussed with the City Manager, who shall within seven (7) workdays after this discussion, render his decision in writing, with a copy to the Association.

Step 4. In the event the grievance processed as above has not been resolved at Step 3 above, either party may request that the grievance be submitted to arbitration within fifteen (15) work days after the City Manager renders a written decision the grievance. The arbitrator may be an impartial person mutually agreed upon by, and between parties. However, in the event the parties are unable to agree upon an impartial arbitrator within fifteen (15) work days after the grievance is submitted to arbitration, the parties shall jointly request the Federal Mediation and Conciliation Service to furnish a panel of seven (7) names from which each party shall have the option of striking three (3) names in alternating fashion, thus leaving the seventh who shall be the arbitrator.

Step 5. The City and the employee of FOPIUPA shall mutually agree in writing, to the statement of the grievance to be arbitrated prior to the arbitration hearing, and the arbitrator thereafter shall confine his decision to the particular grievance thus specified. In the event the parties fail to agree on the statement of the grievance to be submitted to the arbitrator, the arbitrator will confine his consideration and determination to the written statement of the grievance presented in Step 2 above. The arbitrator shall have no authority to consider, or rule upon, any matter which is not a grievance as defined in this Agreement, not shall this Collective Bargaining Agreement be construed by the arbitrator to supersede applicable laws in existence at the time of signing of this Agreement, except to the extent as specifically provided herein.

Step 6. Each party shall bear the expense of its own witness and of its own representatives for the purpose of the arbitration hearing. The impartial arbitrator's fee and related expenses, and expenses in obtaining a hearing room, if any, shall be divided equally between the parties. Any party desiring a transcript must pay the cost unless both parties mutually agree to share the cost.

Step 7. The Arbitrator's award shall be final and binding on both parties

ARTICLE 28
SEVERABILITY CLAUSE

Should any provision of this Collective Bargaining Agreement or any part thereof, be rendered, or declared invalid by reason of any existing, or subsequently enacted state, or federal legislation, or by a decree of a court of competent jurisdiction, all other articles and sections of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 29
RULES AND REGULATIONS

Upon request from Union (FOPIUPA) all rules and regulations and changes will be provided.

ARTICLE 30
PENSION PLAN

- 30.1 Chapter 185 will govern the pension plan for police officers. The City agrees that the Police Pension Plan will be maintained pursuant to Section 414 H of the Internal Revenue Code.
- 30.2 Employees can at any time of their choice choose to increase their contribution to the pension plan,
- 30.3 Employees will be allowed to voluntarily contribute to a personal 457 Pension plan.
- | 30.4 In accordance with Section 185.35, Florida Statutes. The City and the FOPIUPA mutually agree that 50% of any base premium tax revenues attributable to the Police Pension Plan and received by the Police Pension Plan shall be used to fund minimum benefits or other or other retirement benefits in excess of the minimum benefits as determined by the City and 50% of any base premium tax revenues attributable to the Police Pension Plan and received by the Police Pension Plan shall be placed in a defined contribution plan component to fund special benefits.

ARTICLE 31
SAVINGS CLAUSE

The Agreement will not deprive any employee of any benefits, or protection granted by federal legislation, the laws of the State of Florida, the ordinances of the City of Flagler Beach, or the personnel rules and regulations of Flagler Beach and its Police Department Rules and Regulations unless abridged by this contract.

ARTICLE 32
EQUIPMENT

32.1 Each marked police vehicle, excluding police motorcycles will be equipped with the following equipment:

- A. Siren
- B. Overhead lighting that rotates or flashes giving off adequate light to indicate that the vehicle is a police vehicle.
- C. A protection barrier
- D. Blanket
- E. Fire Extinguisher
- F. 50 feet of rope
- G. First Aid kit
- H. Storage Container
- I. Flashlight with baton for traffic direction
- J. Leg Cuffs

32.2 Each unmarked vehicle will be equipped with the following:

- A. Siren
- B. Dash/roof rotating/flashing emergency light giving off adequate light to indicate that the vehicle is a police vehicle.
- C. Blanket
- D. Fire Extinguisher
- E. 50 feet of rope

- F. First Aid kit
- G. Storage Container
- H. Flashlight with baton for traffic direction
- I. Leg Cuffs

- 32.3 No equipment other than what is listed in this Agreement is permitted to be installed by an employee in the vehicle without permission from the Commanding Officer of the Police Department.
- 32.4 The City reserves the right to add or remove any additional equipment not listed in this Agreement it deems necessary to/from the marked/unmarked police vehicles as per the Departmental Policies.
- 32.5 Each marked/unmarked police vehicle assigned to an employee shall be maintained and kept in a state of repair so as to meet the State Statutes at all times in respect to safety requirements. The employee assigned to the vehicle shall follow the procedures for having the vehicle maintained as required by departmental policy.

ARTICLE 33
UNIFORMS AND EQUIPMENT

33.1 The City agrees to provide the following clothing and /or equipment to the employees, except motorcycle officers, upon employment. The City reserves the right to add or remove any additional clothing/equipment, not listed in this Agreement, it deems necessary as per departmental policy.

- A. Four (4) Class B uniforms to include short sleeve shirts, trousers, shorts and polo style short sleeve shirts.
- B. One (1) Class A uniform to include one (1) pair of dress trousers, one (1) long sleeve dress shirt and one (1) clip-on tie.
- C. Baseball style hat
- D. Shirt Badge
- E. Winter Jacket
- F. Rain Gear
- G. Bullet resistant vest
- H. Name tag
- I. Semi-automatic Firearm with 3 magazines
- J. One (1) pair of boots
- K. Gloves for traffic direction
- L. One (1) complete duty belt set to include holster, magazine holder, single handcuff case, rubber glove pouch, and an inner belt
- M. Taser (after officer has been trained by the City of Flagler Beach Police Department to carry and use same)
- N. Handcuffs
- O. Citation Holder

33.2 The City agrees to provide the motorcycle officers with the following clothing/equipment:

- Four (4) Class B motorcycle uniforms to include short sleeve shirts and motorcycle style trousers.
- B. One (1) Class A uniform to include one (1) pair of dress trousers, one (1) long sleeve dress shirt and one (1) clip-on tie
- C. Baseball style hat

- D. Shirt Badge
- E. Leather Jacket
- F. Rain gear
- G. Bullet resistant vest
- H. Name tag
- I. Semi-automatic firearm with three (3) magazines
- J. One (1) pair of boots
- K. Gloves used for traffic direction
- L. One (1) complete duty belt set to include holster, magazine holder, single handcuff case, rubber glove pouch, and an inner belt.
- M. Helmet

33.3 The City agrees to repair or replace said clothing/equipment due to normal wear and tear after the item has been presented for inspection.

33.4 Personal property required in the line of duty which is damaged or destroyed in the performance of such duty, shall be replaced by the City. If reimbursed for the damaged item by the court, said reimbursement shall go to the City.

A. All replacement items will be furnished to the employee within thirty (30) days of approval, or must be on order.

B. Employees shall be required to maintain the clothing/equipment outlined in this Article in an acceptable condition as prescribed by the Commanding Officer of the Police Department and to return all assigned uniforms and equipment to the Commanding Officer of the Police Department in the event of termination or transfer and to otherwise be accountable for said clothing and equipment.

C. All clothing and equipment outlined in this Article shall be provided at no expense to the employee.

D. The City agrees to provide uniform cleaning at no cost to employees. Employees assigned detective duties will receive an additional \$300 dollars annual clothing allowance which shall be paid quarterly.

E. The City shall retain ownership of the issued semi-auto firearm and the three (3) magazines. In the event an employee is terminated, or resigns he/she shall return the issued firearm and magazines to the Commanding Officer of the Police Department. Upon retirement, he/she will be allowed to retain his/her issued firearm.

33.5 Any replacements or repairs must be approved by the Commanding Officer of the Police Department or his designee and the item will be replaced/repared after it is determined that the item needs to be replaced or repaired.

ARTICLE 34
EDUCATION

- 34.1 The City agrees to post notices of any forthcoming courses and seminars that are directly related to Police Department employees. Each employee will be allowed ample time and opportunity to evaluate and prepare for attendance.
- A. Employees will notify the Commanding Officer of the Police Department of a desire to attend such courses. The Commanding Officer of the Police Department, in turn, may arrange scheduling of shifts so as to allow an employee attendance.
 - B. Eligible employees desiring to attend courses and seminars will be assigned by the Commanding Officer of the Police Department based on the Department's needs.
 - C. All cost will be paid for by the City, including transportation and appropriate time off for the attendance of the courses and seminars, provided the employee completes the course of instruction.
 - D. Attendance of seminars and courses shall have prior approval by the Commanding Officer of the Police Department of Police, if the City is expected to pay.
 - E. Any employee covered hereunder may be given educational leave for the purpose of taking courses, or attending conferences and/or seminars directly related to the employee's work as determined and approved by the Commanding Officer of the Police Department. An employee granted educational leave with full pay shall be entitled to receive all City benefits in the same manner as if he were on active duty during the period of leave, excluding overtime provisions. Entitlement to benefits for employees on partially compensated, or uncompensated, educational leave shall be determined by the City Manager.
 - F. The City agrees to the following pay schedule for reimbursement for tuition, lab fees and books, for an employee that is working toward an Associate of Arts, Bachelor of Arts, or a degree in a police related field. Pre-approval by the Commanding Officer of the Police Department is required.

100% if employee receives an "A"
75% if the employee receives a "B"
50% if the employee receives a "C"
100% for a "pass" grade in pass/fail grading system

34.2 The employee will not receive reimbursement if the employee receives a grade below "C", or receives a "fail" in a pass/fail class grading system.

34.3 In the event an employee covered by this agreement leaves the City's employment after receiving a tuition grant under this article, the employee will be required to refund a prorated amount of the grant. Such refund shall be based on the following sliding scale;

Within one year:	100% of the grant
within two years:	50% of the grant
after three years:	0% of the grant

ARTICLE 35

TRAINING

- 35.1 All sworn officers will be required to train and qualify with their duty weapon and shotgun annually. The training will be conducted by a Certified Firearms Instructor. All ammunition used for this purpose will be furnished by the City. Any employee required to attend such training during his off duty hours shall be compensated in accordance with Article 6, Hours of Work and Overtime.
- 35.2 The City agrees to make every effort to promote classroom type, and/or on-the-job training, for the purpose of improving the performance of sworn officers, aiding employees to equip them for advancement to higher positions and greater responsibilities, and improving the quality of service rendered to the public.
- 35.3 Where the City requires any employee to attend supervisory training and/or training in specialized police techniques, the City will make every reasonable effort to facilitate the employee attending such training during his normal working hours. In the event the City is unable to schedule the employee to attend such training during his normal working hours, the employee shall be required to attend such training during his off duty hours; provided, however, that the time spent by the employee in such training during his off duty hours shall be compensated in accordance with Article 6, Hours of Work and Overtime.
- 35.4 Employees promoted to the next highest rank will receive training during the probationary period.
- 35.5 Any training, which is required to maintain an employee's State Certification, shall be done on City time, exclusive of overtime.

ARTICLE 36
COMPENSATION

- 36.1 All permanent employees will receive a three (3%) percent adjustment to his/her base salary effective 1 October 2015 for ~~physical~~fiscal year 2015/2016.
- 36.2 All permanent employees will receive a four (4%) percent adjustment to his/her base salary effective 1 October 2016 for ~~physical~~fiscal year 2016/2017.
- 36.3 All permanent employees will receive a four (4%) percent adjustment to his/her base salary effective 1 October 2017 for ~~physical~~fiscal year 2017/2018.
- 36.4 Longevity Pay: Employees who have completed two (2) years of continuous, active service will receive a two percent (2%) pay adjustment upon the anniversary of their employment with the Flagler Beach PD. Once so established, longevity pay will then be applied every two (2) years of active, continuous service at the same rate.
- 36.5 When an employee is promoted to the next higher rank, the employee will receive a minimum of a five percent (5%) increase to their base salary.
- 36.6 Beginning salary for new hires will be \$15.70 an hour beginning 1 October, 2015. After satisfactorily completing a one (1) year probation period, he/she will receive an additional 3.5% percent increase to their hourly wage.

ARTICLE 37
PROBATIONARY PERSONNEL

- 37.1 All new members in the department shall serve a probationary period of one (1) year in duration; which may be extended up to six (6) months, upon recommendation of Field Training Officer, Supervisor or Commanding Officer of the Police Department. Probationary period will begin from date of successful completion of Field Training, and will not exceed eighteen (18) months from date of hire. Probationary employees shall not be entitled to any seniority or tenure rights during the probation period, but during such period they shall be subject to all other terms and conditions of this agreement and applicable Personnel Rules and Regulations.
- 37.2 Upon completion of said probation period, members shall be known as permanent members and notified of such in writing, and seniority rights and tenure shall accrue from commencement of the full time probationary period and shall be considered a part of such member's seniority rights.

ARTICLE 38

TEMPORARY ASSIGNMENT TO A HIGHER CLASSIFICATION

- 38.1 In the event that the City Manager determines that there is a need to temporarily fill a regularly budgeted vacant supervisory position with an employee from a lower classification, and there exists no current eligibility list relative to the budgeted position, the Commanding Officer of the Police Department, with approval of the City Manager, may select an employee from a lower classification to temporarily fill such budgeted position. If the employee selected for the temporary position is not selected to the permanent position, this employee shall be returned to his/her previous classification and pay rate. An employee who is temporarily assigned to a position of higher rank for fifteen (15) calendar days or more, shall be entitled to a five percent (5%) increase above existing pay, retroactive to the first day of assignment. Any temporary assignment shall be carried through via personnel action forms and be subject to grievance procedure.
- 38.2 During the time an employee is assigned as a Field Training Officer training a Probationary Police Officer, he/she shall be entitled to receive a five percent (5%) increase above their existing pay.

ARTICLE 39
TERM OF AGREEMENT

This agreement will become effective upon execution hereof and shall remain in full force until the 30th day of September 2018, or until a new contract is agreed upon, and from year to year thereafter unless terminated or modified. Upon written consent of both parties, up to two articles may be reopened each calendar year during the term of this agreement. Notification of requests must be received by April 1st of each year. If either party wishes to modify said agreement in 2018, notification must be received by April 1, 2018 and negotiations will begin no later than April 15, 2018.

ARTICLE 40
SIGNATURES AND ATTEST

This Agreement contains the entire agreement of the parties on all matters related to wages, hours, working conditions, and all other matters which have been, or could have been, negotiated by and between the parties prior to the execution of this Agreement. Upon formal adoption by the City Council and execution by the parties, this Agreement shall become effective ~~October 1, 2015~~ immediately and shall remain in full force and effect until September 30, 2018.

City of Flagler Beach
of Police, ~~Inc~~ Associations.

~~Florida State Fraternal Order~~ International Union

Item

15

Staff

Reports

TO: Larry Newsom, City Manager
FROM: Penny Overstreet, City Clerk
SUBJ: Monthly Report January 16, 2016 – March 30, 2016



Administrative support for the Commission:

- 5 Regular City Commission Meeting(s)
- 6 Special Meeting(s)
- 2 Planning & Architectural Review Board
- 11 Staff Meeting(s)
- 2 Workshop(s)
- 7 Citizen Academy Classes
- 1 Fourth of July Planning Meeting

Administrative support for the City Manager's Office/Other Departments: Assisted the City Manager, provided support for general correspondence, agenda items and memos. Provided coverage to the Finance Department during Jeanelle's transition from Cashier to Deputy City Clerk. Until the Customer Service Clerk is trained, the City Clerk's Office is taking over the responsibility of taking meetings and minutes of the Special Magistrate and the PARB.

Assessments: Completed eighty-one requests from title companies inquiring about balances of assessments, code enforcement, open or expired building permits, and outstanding utility bills. This resulted in collecting \$902.17 in utility bad debt and \$1,660.00 in fees for research.

Computer Network Preventative Maintenance and Support: A chunk of data related to purchase orders was lost. After discussion it was discovered the County were rewriting files after two weeks of backups. Solution is to purchase a device that holds a larger amount of data, the equipment is in the purchasing process. The Police Department seems to be struggling with the IT transition; the County has placed temporary fixes in merging reports into their system. Issues in City Hall appear to be minor and were expected during the learning curve.

Public records requests: This office processes hundreds of requests for public records. These requests came from various sources, including but not limited to individuals, attorneys, other City Departments, other Agencies. This includes the many phone calls and e-mails that are received by our department requesting verbal and written information. The office collected \$15.00 for this report period.

Records Retention: One thousand two hundred and forty three megabytes and two cubic feet of electronic data has been retained electronically and has been destroyed in accordance with the Florida Department of State Division of Library and Information Services. Four cubic feet of paper records have met their retention per the Florida Department of State Division of Library and Information Services, General Records Schedule for Municipal Government. They were destroyed on March 22, April 1, and April 8, 2016.

Training: Jeanelle attended an online webinar for Laserfiche training on March 23, 2016 and will be attending the Florida Department of State 2016 Records Management Seminar in Orlando on May 24, 2016.

Website: 39,386 hits to the site in the period for report. (As far away as Kathmandu!) Breakdown: First Friday page: 1,439, Employment page: 2,993, Transparency page: 691, Commission Video page: 152, Welcome to Flagler Beach (new page) 231 hits.

Election: Commissioners Belhumeur and Mealy were unopposed and were sworn in at the March 25, 2016 Organizational Meeting.

Deputy Clerk Position: Kate left us in March for a position as City Clerk in Stone Mountain, Georgia. I miss her like crazy, my confidant and friend, and wish nothing but the best for her, this was a great opportunity for her. I selected Jeanelle Pagano as the new Deputy Clerk, she is burgeoning in the position, extremely adaptive, seems excited to learn the duties of the Clerk in local government. I plan to send her to the Clerks Academy in October to begin the process of obtaining her Municipal Clerk Certification.

Penny Overstreet

From: Robert Pace
Sent: Thursday, April 28, 2016 3:44 PM
To: Larry Newsom
Cc: Penny Overstreet
Subject: Weekly Highlights

Mr. Newsom,

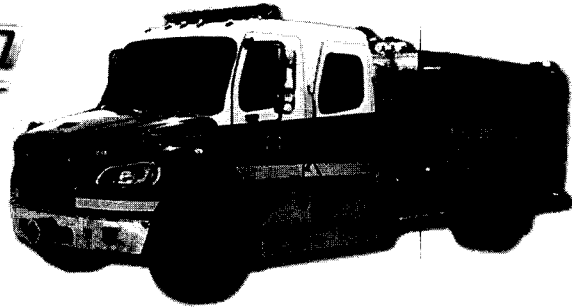
The following are the weekly highlights;

- FF/EMT J. Feldman attended and successfully completed Strategy & Tactics I. This is a state certified fire officer course that was offered at Daytona State College.
- I investigated two fire mitigation projects this week within the city. The first on Jasper Dr. that was eventually determined not to be hazard according to parameters set within the city ordinance. The second project is located on the 1600 block of N. Central Ave. and work is expecting to begin early next week.
- I've been in contact with Steve Garten after our meeting on Wednesday concerning the Hurricane Evacuation Plan. It is the commitment of Steve and I to make the necessary improvements to the plan. There is a training session scheduled for May 20th that will be very beneficial towards those efforts.
- Today the department conducted flow testing for SCBAs. A technician from Fisher Scientific arrived at the station this morning to provide the service. All the packs passed with the exception of one with a faulty seal. The pack was taken to Fisher's maintenance facility and the department can expect its return in approximately a week. The pack is still under warranty so there is no cost for repairs.
- WSA Systems Inc. conducted the annual fire inspection of the Wickline Building today as required by the Division of State Fire Marshall. The system passed without issue and the company plans to return tomorrow to install additional fire protection equipment we have discussed.
- This week's training covered fire control. The firefighters reviewed basic principles of fire control and discussed how to use various suppression agents to extinguish a fire.

Look forward to talking to you soon.

Thanks,

Bobby Pace
Fire Captain
Flagler Beach Fire Department



Flagler Beach Fire Department

Weekly Run Report from 4/21/16 - 4/28/16

CALLS BY INCIDENT TYPE

EMS

9

FIRE

4

Hazardous Condition (No Fire)

1

Service Call

2

Motor Vehicle Accident

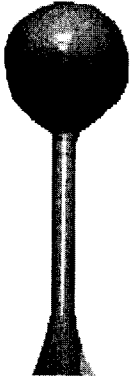
1

Fire Alarm

1

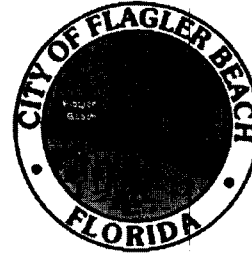
Total Calls

18



City of Flagler Beach

Water Treatment Plant



To: Bob Smith, City Engineer and City Commissioners
From: Jim Ramer, Water Plant Superintendent
Subject: Monthly Report for April 2016

May 2, 2016

In April we produced 17,650,000 gallons of drinking water. This amount was 790,000 gallons less than the amount we treated in March. Rainfall for the month of April was 1.35 inches. We used 3,700 Gallons at the plant and used 7,972 Gallons on irrigation. The fire department used 9,000 gallons. We flushed a couple dead end lines and used 3,600 gallons.

We have routine duties that are performed every day on each of the shifts. Samples taken every hour to make sure we keep the chemistry of the water within the parameters for DEP. We regularly perform over 200 tests on the City water and raw water daily between the three shifts. We do routine plant maintenance. We mow the plant grounds. We take well samples and draw downs for St. Johns River Water Management, also keeping daily records for the monthly reports that are required to be turned into the Department of Environmental Protection Agency every month. We also do quarterly reports for DEP on disinfection byproducts. We have the mid night shift flush the trains with high pH permeate water. We do yearly TTHM and HAA5 tests.

DEP requires us to take 5 bacteriological samples from the distribution system monthly, according to our population. All samples passed on April 12th.

I have Dennis Walker perform weekly vehicle checks. He checks all the fluids such as Brake fluid, windshield wiper fluid, transmission fluid, and all the lights.

We cleaned both Degasifiers.

We installed new elements in trains 1 and 3. We changed the cartridge filters on train 3. We sent data information from our new elements to the representatives for Hydranautics.

We installed new pressure gauges on the trains.

We installed new wood frame work on the utility shed. We cleaned out our PVC pipe pile of old pipe and cleaned area. We installed new roof on our utility shed with the help of the T & D Department. We installed new wood panels and painted them on our utility shed.

We fueled up our generator on the plant grounds.

We contacted three coating companies Tnemec, Belzona, and GML Coating about references for our Biofilter project. We are in the process of contacting them to get there experience with the products. We contacted some of the customers of Tnemec about their product and how well it works. We are waiting on customer contacts from GML and Belzona.

We installed a conduit to run from the front gate controls to the gate control pad. We installed new cables and power cord from the front gate controls to the gate control pad.

