

REGULAR MEETING OF THE FLAGLER BEACH CITY COMMISSION THURSDAY, JANUARY 12, 2017  
AT 5:30 P.M. AND TO BE CONTINUED UNTIL ITEMS ARE COMPLETE. CITY COMMISSION  
CHAMBERS, 105 S. SECOND STREET, FLAGLER BEACH, FLORIDA 32136

AMENDED AGENDA

1. Call the meeting to order.
2. Pledge of Allegiance followed by a moment of silence to honor our Veterans, Members of the Armed Forces and First Responders.
3. Proclamations and Awards.
  - a) Proclamation recognizing School Choice Week.
  - b) Election Proclamation.
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 December 08, 2016, the Executive/Shade Session of December 14, 2016, Special Meeting of January 3, 2017, and the Joint Workshop with the FCBOCC on January 3, 2017.
7. Approve an amended qualified list of Engineers and various consultants.
8. Approve the piggy-back onto Contract IFB-602347-15/GCM between Seminole County Florida and R & M Service Solutions, LLC for Hydrant & Valve Installation, Repair and Maintenance Services.
9. Sunset the waivers of building permit fees for fence and roof permits.
10. Approve the 2016/2017 Legislative Priorities Request.

GENERAL BUSINESS

11. Consider provide direction regarding a Pirate Festival in Flagler Beach – Dave Kolodzik, Southern Promotions and Events.
12. Consider a request to designate the West side of A1A (Ocean Shore Boulevard South) between 2444 and 2448 a No Parking Zone/Fire Lane – Barry Griffin Jr. Whale Watch Motel.
13. Resolution 2017-03, a resolution by the City Commission of the City of Flagler Beach, Florida, amending Resolution 2016-37 which adopted the FY 2016/17 budget, to reflect a budget amendment to roll the appropriated fund balances from fiscal year 2015/16 into

the budget for 2016/17; providing for conflict and effective date – Kathleen Doyle, Finance Director.

14. Resolution 2017-04, a resolution by the City Commission of the City of Flagler Beach, Florida designating a Canvassing Board for Flagler Beach Municipal Elections, providing for conflict and an effective date – Penny Overstreet, City Clerk.
15. Resolution 2017-05, a resolution by the City Commission of the City of Flagler Beach, Florida, declaring certain property to be surplus, providing for conflict and an effective date – Penny Overstreet City Clerk.
16. Discussion and direction regarding local sponsorship of beach projects within the Flagler Beach municipal limits which are not included in the 2.5 miles federally designated ACOE Project – Larry M. Newsom, City Manager.

#### COMMISSION COMMENTS

17. Commission comments, including reports from meetings attended.

#### PUBLIC HEARINGS

18. Ordinance 2017-01, an ordinance of the City of Flagler Beach, Flagler County, Florida, establishing a temporary 180 day moratorium within the City of Flagler Beach prohibiting the establishment and operation of qualified dispensing facilities for low-thc and medical cannabis and medical marijuana treatment centers for marijuana for medical purposes during the 180 moratorium period; providing for findings; providing for severability; providing for conflicts; and providing an effective date – first reading.

#### STAFF REPORTS

19. Staff Reports.
20. Adjournment.

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

Proclamation  
Recognizing  
Flagler Beach School Choice Week

3a.

WHEREAS all children in Flagler Beach should have access to the highest-quality education possible; and,

WHEREAS Flagler Beach recognizes the important role that an effective education plays in preparing all students in Flagler Beach to be successful adults; and,

WHEREAS quality education is critically important to the economic vitality of Flagler Beach; and,

WHEREAS Flagler County is home to a variety of high quality public and nonpublic schools from which parents can choose for their children, in addition to families who educate their children in the home; and

WHEREAS, educational variety not only helps to diversify our economy, but also enhances the vibrancy of our community; and,

WHEREAS Flagler Beach has many high-quality teaching professionals in all types of school settings who are committed to educating our children; and,

WHEREAS, School Choice Week is celebrated across the country by millions of students, parents, educators, schools and organizations to raise awareness of the need for effective educational options;

NOW, THEREFORE, BE IT PROCLAIMED, I, Linda Provencher, Mayor of the City of Flagler Beach do hereby recognize January 22-28, 2017 as Flagler Beach School Choice Week, and I call this observance to the attention of all of our citizens.

Attest:

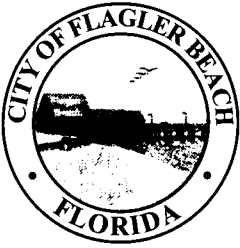
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Mayor Linda Provencher

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Penny Overstreet, City Clerk

3b.



# City of Flagler Beach

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P.O. Box 70 • 105 South 2nd Street  
Flagler Beach, Florida 32136

Phone (386) 517-2000 • Fax (386) 517-2008

## ELECTION PROCLAMATION

PROCLAMATION OF THE MAYOR OF THE CITY OF FLAGLER BEACH, FLORIDA CALLING A REGULAR MUNICIPAL ELECTION FOR THE CITY OF FLAGLER BEACH, FLORIDA, FOR THE YEAR TWO THOUSAND AND SEVENTEEN (2017).

I, Linda Provencher, Mayor of the City of Flagler Beach, Florida, do hereby give notice that a Regular Municipal Election of the City of Flagler Beach will be held on March 7, 2017. At this time, two (2) Commissioners will be elected to serve. The two Commission Candidates receiving the two highest numbers of qualified votes will serve for a period of (3) three years and/or until their successors are elected and qualified, in accordance and pursuant to the Charter of the City of Flagler Beach, Florida. Qualifying of Candidates will begin on January 13, 2017 at 9:00 a.m. Qualifying will end at 5:00 p.m. on January 20, 2016.

WITNESS by my hand and the Seal of the City of Flagler Beach, Florida on this 12<sup>th</sup> day of January, 2017.

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

Attest:

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

Filed in the Office of the City Clerk,  
City Hall, Flagler Beach, Florida

MINUTES

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

1. CALL THE MEETING TO ORDER: Chair Mealy called the meeting to order at 5:52 p.m.
2. PLEDGE OF ALLEGIANCE FOLLOWED BY A MOMENT OF SILENCE TO HONOR OUR VETERANS, MEMBERS OF THE ARMED FORCES AND FIRST RESPONDERS: Mayor Provencher led the pledge to the flag.
3. PROCLAMATIONS AND AWARDS:
  - A. PROCLAMATION RECOGNIZING THE FLAGLER COUNTY CENTENNIAL CELEBRATION: Cindy Dalecki, Carl Laundry, Virginia Giaramita, Rob Creal, Cisco Dean, and others accepted the proclamation from Mayor Provencher. The centennial celebration planners reported the activities they will hold during the centennial event.
  - B. PRESENTATION FROM THE NATIONAL FLIGHT ACADEMY SCHOLARSHIP RECIPIENT COLLIN WALLACE: Master Wallace thanked the Commission for the opportunity they provided in awarding him the scholarship. Collin then described his experiences at the academy. In closing, Collin stated, "It was the best week of my life."
4. DELETIONS AND CHANGES TO THE AGENDA: None.
5. COMMENTS REGARDING ITEMS NOT ON THE AGENDA. CITIZENS ARE ENCOURAGED TO SPEAK. HOWEVER, COMMENTS SHOULD BE LIMITED TO THREE MINUTES: Wayne Perry, Paul Eik and Phil Bassik provided public comments.

CONSENT AGENDA

6. APPROVE THE MINUTES OF THE REGULAR MEETING OF NOVEMBER 10, 2016:
7. APPROVE AN INTERLOCAL AGREEMENT BETWEEN THE TOWN OF BEVERLY BEACH AND THE CITY OF FLAGLER BEACH TO PROVIDE SOLID WASTE SERVICES TO THE TOWN OF BEVERLY BEACH:
8. APPROVE AN INTERLOCAL AGREEMENT BETWEEN THE FLAGLER COUNTY SUPERVISOR OF ELECTIONS AND THE CITY OF FLAGLER BEACH FOR THE 2017 MUNICIPAL ELECTION:
9. APPROVE THE 2017 COMMISSION MEETING SCHEDULE:
10. APPROVE THE 2017 CITY HOLIDAY SCHEDULE:

Commissioner Shupe requested Item 7 pulled for discussion.

Chair Mealy reviewed the remainder of the consent agenda items, and opened public comment. No comments were offered. Commissioner Carney motioned for approval of the consent agenda, except for item number seven. Commissioner Shupe seconded the motion. The motion carried unanimously.

Item 7: Commissioner Shupe stated he pulled the item for clarification for the public. Commissioner Shupe reported a citizen had thought that solid waste was referring to sewage. Commissioner Shupe wanted to clarify the Interlocal with Beverly Beach was for Sanitation/trash services. Chair Mealy opened public comment. Paul Eik provided comment. Motion by Commissioner Belhumeur to approve consent agenda Item #7. Commissioner Shupe seconded the motion. The motion carried unanimously.

#### GENERAL BUSINESS

11. PRESENTATION FLAGLER BEACH "OPEN FOR BUSINESS" - AMY LUKASIK, DIRECTOR OF TOURISM MARKETING, PALM COAST AND THE FLAGLER BEACHES: Ms. Lukasik thanked staff, citizens, and businesses for their community support and getting the City back up and running after Hurricane Matthew. Ms. Lukasik reviewed a power point presentation about the recovery of Flagler Beach after Hurricane Matthew.
12. RESOLUTION 2016-49, A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA EXTENDING THE DECLARATION OF A STATE OF EMERGENCY, AND EXTENDING THE TIME FRAME ENACTED BY THE POWERS OF CHAPTER 14, ARTICLE III, EMERGENCY MANAGEMENT PROVIDING FOR CONFLICT AND AN EFFECTIVE DATE: Attorney Smith read the title of the resolution into the record. City Manager Newsom reviewed, remarking on the repairs that are still needed. Mr. Newsom reported staff will have our first meeting with FEMA tomorrow. Chair Mealy opened public comments. No comments were offered, public comment was closed. Motion by Commissioner Belhumeur to approve Resolution 2016-49. Commissioner Shupe seconded the motion. The motion carried unanimously, after a roll call vote.

#### COMMISSION COMMENTS

13. COMMISSION COMMENTS, INCLUDING REPORTS FROM MEETINGS ATTENDED: The Elected Officials reported their attendance at meetings, gatherings and events since the last regular meeting. Mayor Provencher thanked all who assisted with Feed Flagler Beach Thanksgiving. Commissioner Belhumeur suggested adjusting the pier bait shop hours due to the public restrooms having the same hours as the bait shop. It was noted the Radio Station operator Vern Shank offered to keep the restrooms open until 7:00 pm and to then lock the restrooms when he leaves. Discussion ensued regarding the homeless camped at Betty Steflik Park. As a temporary measure until a formal resolution can be considered a motion was put forth. Motion by Commissioner Belhumeur to establish the Moody boat launch as a temporary place of refuge. Commissioner Shupe seconded the motion. Chair Mealy opened public comments. Wayne Perry, Eric Cooley, and Paul Eik provided comment. Chair Mealy closed public comment. The motion carried unanimously, after a roll call vote. Discussion ensued regarding the Mutual Aide Agreement in relation to how the City is protected for fire services if our crews are dispatched to another city for an auto accident.

STAFF REPORTS

14. STAFF REPORTS: Attorney Smith requested the Commission schedule an Executive Session to discuss current litigation, specifically 110 Holly Ave vs. City of Flagler Beach. The Commission reached a consensus to schedule the Executive (Shade) Session on Wednesday, December 14, 2016 at 5:30 p.m. in the Flagler Beach Fire Department Training Room. Attorney Smith inquired of the Commission if they wish to consider an ordinance to implement a 180 moratorium regarding establishment and operation of medical marijuana treatment and dispensing facilities until the State establishes guidelines. The Commission reached a consensus to have the City Attorney move forward with the ordinance. City Manager Newsom reported to the Commission the deadline to submit a referenda item for consideration on the March 7, 2017 municipal election ballot. Mr. Newsom reported on the hurricane recovery efforts. Mr. Newsom reported he would like our lobbyist to again address the concern with FDOT and the A1A repairs, as FDOT is trying to fast pace the repair.
15. ADJOURNMENT: Commissioner McGrew put forth a motion to adjourn the meeting at 8:59 p.m. Commissioner Carney seconded the motion. The motion carried unanimously.

Attest:

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

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



# FLAGLER BEACH CITY COMMISSION

City Manager's Report

Item No. 7

**Meeting Date:** January 12, 2017

**Issue:** Approve an amended qualified list of Engineers and various Consultants

**From:** Larry Newsom, City Manager

**Organization:** City of Flagler Beach

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**RECOMMENDATION:** Recommend the City Commission approve the amended qualified list of vendors, which includes Architect, Engineer, Surveyor, Mapping and other technical services.

**BACKGROUND:** The City Clerk advertised the RFQ on July 17, 2016, submittals were reviewed after August 31, 2016, and per the RFQ remains open for submissions. The purpose of the qualified list is for the City Manager to have pre-qualified list of vendors to enter into contract with when the need arises. Any contract below the threshold amount of \$19,999.99 will be reviewed by the City Attorney and signed by the Mayor. Any work/contract above the threshold will be placed on a Commission agenda for their consideration.

**BUDGETARY IMPACT:** The various departments have repair budget line items, as well as the contingency money in the general government budget for non-budgeted repair issues. Any cost above the budget /contingency dollars would require a budget amendment.

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

**PERSONNEL:** N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:** Approve the attached list of vendors.

**IMPLEMENTATION/COORDINATION:**

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## Attachments

- List of qualified vendors



## Architect

- Fisher Koppenhafer  
Cypress Green Drive  
Jacksonville, Florida 32256  
Tel. 904-367-0077 Fax 904-367-0008  
[www.fkaid.com](http://www.fkaid.com) [kope@fkaid.com](mailto:kope@fkaid.com)

## General Engineering Services

- Atkins North America, Inc.  
2114 Airport Blvd., Ste. 1450 Pensacola, FL 32504  
Tel. 850-478-9844 Fax 850-478-0620  
[www.atkinsglobal.com/northamerica](http://www.atkinsglobal.com/northamerica)
- Zahn Engineering, Inc.  
244 South Palmetto Ave. Daytona Beach, FL 32114  
Tel. 386-252-0020 Fax 386-252-6050  
[www.zahneng.com](http://www.zahneng.com)
- Mott MacDonald  
10245 Centurion Parkway, Ste. 320 Jacksonville, FL 32256  
Tel. 904-512-0383  
[www.mottmac.com/americas](http://www.mottmac.com/americas)
- Quentin L. Hampton Associates, Inc.  
P.O. Drawer 290247 Port Orange, FL 32129  
Tel. 386-761-6810 Fax 386-761-3977  
[www.qlha.com](http://www.qlha.com)
- DRMP  
1900 SW 34 Street, Ste. 204 Gainesville, FL 32608  
Tel. 352-371-2741  
[www.DRMP.com](http://www.DRMP.com)
- MetaWorld Civil Consulting, LLC  
444 Seabreeze Blvd., Ste. 715 Daytona Beach, FL 32118  
Tel. 386-944-9737  
[amalek@metaworldcivil.com](mailto:amalek@metaworldcivil.com)
- Meskel & Associates Engineering, PLLC  
8936 Western Way, Ste. 12 Jacksonville, FL 32256  
Tel. 904-519-6990 Fax 904-519-6992  
[www.meskelengineering.com](http://www.meskelengineering.com)
- Royal Consulting Services, Inc.  
211 West Warren Ave. Longwood, FL 32750  
Tel. 407-831-3095 Fax 407-831-5095  
[www.royalconsulting.com](http://www.royalconsulting.com)

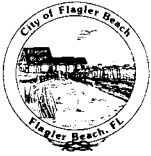
- Ellis & Associates, Inc.  
7064 Davis Creek Road Jacksonville, Florida 32256  
Tel. 904-880-0960 Fax 904-880-0970  
[www.ellisassoc.com](http://www.ellisassoc.com)
- Zev Cohen & Associates, Inc.  
300 Interchange Blvd., Suite C Ormond Beach, FL 32174  
386-677-2482 Fax 386-677-2505  
[www.ZevCohen.com](http://www.ZevCohen.com)
- Kimley-Horn & Associates, Inc.  
Spring Lake Business Center  
12740 Gran Bay Pkwy Suite #2350  
Jacksonville, FL 32258  
904-828-3900  
[www.kimley-horn.com](http://www.kimley-horn.com)
- Universal Engineering Sciences  
4 Hargrove Grade,  
Palm Coast, FL 32137  
386-986-2122  
[www.universalengineering.com](http://www.universalengineering.com)

## **Stormwater Management, Transportation and Bridge Projects**

- Ayres Associates  
5220 Shad Road, Suite 200-3 Jacksonville, FL 32257  
800-678-4713  
[www.ayresassociates.com](http://www.ayresassociates.com)

## **Surveyor, Mapping Service**

- Southeastern Surveying and Mapping Corporation  
6500 All American Blvd. Orlando, FL 32810  
407-292-8580 ext. 2215  
[www.southeastersurveying.com](http://www.southeastersurveying.com)



# FLAGLER BEACH CITY COMMISSION

## City Manager's Report

### Item No. 8

**Meeting Date:** January 5, 2017

**Issue:** Approve the piggy-back onto Contract IFB-602347-15/GCM between Seminole County, Florida and R & M Service Solutions, LLC for Hydrant & Valve Installation, Repair, and Maintenance Services.

**From:** Robert Pace, Fire Chief

**Organization:** City of Flagler Beach

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**RECOMMENDATION:** Approve the piggy back onto the Seminole County Contract.

**BACKGROUND:** At the start of the fiscal year Mr. Newsom, Alan Watts, and I met to discuss the condition of the city's fire hydrants. Both the Fire Department and Public Works have been committed over the last four years to basic maintenance and repairs to city hydrants, but considering the condition of many hydrants and some issues beyond both departments expertise's, bringing in an outside contractor was viewed as the best approach. Alan contacted a couple companies which were very expensive and required travel/lodging fees. I had been in contact with R&M Solutions out of Ocala which was viewed as very affordable for in-depth maintenance (\$52.87 per hydrant) and I explained this to Mr. Newsom and Alan Watts. In addition this company will conduct both upper/lower barrel repairs and minimal hydrant replacement when required. If the need of replacement presents itself excavation would not require shut down of the city's water supply. The funds that would be utilized for this project have been encumbered from last year's Public Works' budget. The ultimate goal is to bring all of the city's existing hydrants into good repair and to put a schedule in place for minimal hydrant replacement annually. R&M Solutions estimates the project completed over a three week period city-wide.

**BUDGETARY IMPACT:** Piggy Backing off the contract with Seminole County will save us the costs and time associated with the bidding process. Chief Pace and Public Works Supervisor Watts have contacted other companies and found that the offer by R & M Service Solutions is the best fit for the City's needs.

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

**PERSONNEL:** N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:** Approve Consent agenda Item # 8

**IMPLEMENTATION/COORDINATION:** Chief Pace and T & D Supervisor Allan Watts will coordinate the work needed with R & M Service Solutions.

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### Attachments

- Contract with Seminole County
- R & M Quote
- Notice of Selection
- Notice to proceed

Mike George  
R&M Service Solutions,  
LLC.  
mgeorge@r-m-service.net  
Phone: (352) 398-9127  
Fax: (714) 841-1262

39015 County Road 54  
Zephyrhills, FL 33542  
www.r-m-service.net



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October 26, 2016

Bobby Pace  
Fire Captain  
Flagler Beach Fire Department  
320 S Flagler Ave  
Flagler Beach Florida 32136

Subject: Hydrant Service

R&M Service Solutions will extend/honor all terms and conditions set forth in the **Seminole County Term Contract for Hydrant and Valve Installation, Repair, and Maintenance Services IFB-602347-15/GCM** .to the City of Flagler Beach.

If any additional is required, please feel free to contact me.

Sincerely,

Mike George  
Operations/Sales Manager  
(352) 398-9127



# QUOTE

39015 County Road 54  
 Zephyrhills FL 33542  
 Phone: [877-847-6747]  
 Prepared by: Mike George

DATE	12/1/2016
QUOTE #	FLBID-16030
CUSTOMER ID	
VALID UNTIL	2/1/2017

## CUSTOMER

Bobby Pace - Fire Captain  
 Flagler Beach Fire Department  
 320 S Flagler Ave  
 Flagler Beach Florida 32136

DESCRIPTION	UNIT PRICE	QTY	TAXED	AMOUNT
Seminole County Contract Term Contract for hydrant and Valve Installation, Repair, and Maintenance Services IFB-602347-15/GCM				-
A1- Hydrant Maintenance (includes wire brush paint)	52.87	225		11,895.75
A8- Upper Barrel Repair	282.25	5		1,411.25
A9- Lower Barrel Repair	645.00	5		3,225.00
A13- Replace Typical 48" Fire Hydrant includes Materail and excavation will not require a shut down	4,621.38	2		9,242.76
A-5 Furnish and install reflective Road Marker <u>225@ \$9.10 \$ 2047.50</u>				-
A-4 Furnish and install Hydrant ID Tag (With Information) <u>225@ \$7.38 \$ 1662.50</u>				-

Subtotal	\$ 25,774.76
Taxable	\$ -
Tax rate	
Tax due	
Other	\$ -
<b>TOTAL</b>	<b>\$ 25,774.76</b>

**TERMS AND CONDITIONS**

3. Please fax or mail the signed price quote to the address above  
*Customer Acceptance (sign below):*

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

If you have any questions about this price quote, please contact  
 Mike George, 352-200-9631, m-george@r-mservice.net  
**Thank You For Your Business!**

**TERM CONTRACT FOR HYDRANT AND VALVE  
INSTALLATION, REPAIR, AND MAINTENANCE SERVICES  
(IFB-602347-15/GCM)**

THIS AGREEMENT is made and entered into this 23<sup>rd</sup> day of November, 2015, by and between **R&M SERVICE SOLUTIONS, LLC**, duly authorized to conduct business in the State of Florida, whose address is 7256 Westport Place, Suite A, West Palm Beach, Florida 33413, hereinafter referred to as "CONTRACTOR", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

**WITNESSETH:**

**WHEREAS**, COUNTY desires to retain the services of a competent and qualified contractor to provide hydrant and valve installation, repair, and maintenance services for Seminole County; and

**WHEREAS**, COUNTY has requested and received expressions of interest for the retention of services of contractors; and

**WHEREAS**, CONTRACTOR is competent, qualified, and desires to provide services according to the terms and conditions stated herein,

**NOW, THEREFORE**, in consideration of the mutual understandings and covenants set forth herein, COUNTY and CONTRACTOR agree as follows:

**Section 1. Services.** COUNTY does hereby retain CONTRACTOR to furnish services as further described in the Scope of Services attached hereto as Exhibit A and made a part hereof. CONTRACTOR shall also be bound by all requirements as contained in the solicitation package and all addenda thereto. Required services shall be specifically enumerated, described and depicted

in the Release Orders authorizing specific services. This Agreement standing alone does not authorize services or require COUNTY to place any orders for work.

**Section 2. Term.** This Agreement shall take effect on the date of its execution by COUNTY and shall run for a period of three (3) years. At the sole option of COUNTY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Release Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until delivery and acceptance of the services authorized by the Release Order. The first three (3) months of the initial term shall be considered probationary. During the probationary period, COUNTY may immediately terminate this Agreement at any time, with or without cause, upon written notice to CONTRACTOR.

**Section 3. Authorization for Services.** Authorization for provision of services by CONTRACTOR under this Agreement shall be in the form of written Release Orders issued and executed by COUNTY. A sample Release Order is attached hereto as Exhibit B. Each Release Order shall describe the services required and shall state the dates for performance of services and establish the amount and method of payment. The Release Orders will be issued under and shall incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Release Orders or that CONTRACTOR will perform any Release Order for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

**Section 4. Time for Completion.** The services to be provided by CONTRACTOR shall be performed, as specified in such Release Orders as may be issued hereunder within the time specified therein.

**Section 5. Compensation.** COUNTY agrees to compensate CONTRACTOR for the professional services provided for under this Agreement on a "Fixed Fee" basis. When a Release Order is issued on a Fixed Fee basis, then the applicable Release Order Fixed Fee amount shall include any and all reimbursable expenses.

**Section 6. Payment and Billing.**

(a) CONTRACTOR shall supply all services required by the Release Order, but in no event shall CONTRACTOR be paid more than the negotiated Fixed Fee amount stated within each Release Order.

(b) For Release Orders issued on a Fixed Fee basis, CONTRACTOR may invoice the amount due based on the percentage of total Release Order services actually provided, but in no event shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(c) Payments shall be made by COUNTY to CONTRACTOR when requested as services are furnished, but not more than once monthly. Each Release Order shall be invoiced separately. At the close of each calendar month, CONTRACTOR shall render to COUNTY an itemized invoice, properly dated, describing any services provided, the cost of the services therein, the name and address of CONTRACTOR, Release Order number, Contract number, and any other information required by this Agreement.



The original invoice and one (1) copy shall be sent to:

Director of County Finance  
Seminole County Board of County Commissioners  
Post Office Box 8080  
Sanford, Florida 32772

Two (2) copies of the invoice shall be sent to:

Environment Services Department  
500 West Lake Mary Boulevard  
Sanford, Florida 32773

(d) Upon review and approval of CONTRACTOR's invoice, COUNTY shall, in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes, pay CONTRACTOR the approved amount.

**Section 7. General Terms of Payment and Billing.**

(a) Upon satisfactory performance of services required hereunder and upon acceptance of the services by COUNTY, CONTRACTOR may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement less any amount already paid by COUNTY. COUNTY shall pay CONTRACTOR within thirty (30) days of receipt of proper invoice.

(b) COUNTY may perform or have performed an audit of the records of CONTRACTOR at any time during the term of this Agreement and after final payment to support final payment hereunder. Audits may be performed at a time mutually agreeable to CONTRACTOR and COUNTY. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for of this Section and the total compensation so determined shall be used to calculate final payment to CONTRACTOR. Conduct of this audit shall not delay final payment as provided by subsection (a) of this Section.

(c) CONTRACTOR agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to services provided under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at CONTRACTOR's office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

(d) In the event any audit or inspection conducted after final payment but within the period provided for in subsection (c) of this Section reveals any overpayment by COUNTY under the terms of the Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

**Section 8. Responsibilities of CONTRACTOR.** Neither COUNTY's review, approval, or acceptance of, nor payment for any of the services required will be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement. CONTRACTOR shall be and always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONTRACTOR's negligent or wrongful provision of any of the services furnished under this Agreement.

**Section 9. Termination.**

(a) COUNTY may, by written notice to CONTRACTOR, terminate this Agreement or any Release Order issued hereunder, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill its Agreement obligations. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials of whatever

type or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONTRACTOR shall be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of CONTRACTOR to fulfill its Agreement obligations, COUNTY may take over the work and prosecute the same to completion by other agreements or otherwise. In such case, CONTRACTOR shall be liable to COUNTY for all reasonable additional costs occasioned to COUNTY thereby. CONTRACTOR shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONTRACTOR; provided, however, that CONTRACTOR shall be responsible and liable for the actions of its subcontractors, agents, employees, persons, and entities of a similar type or nature. Such causes may include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without any fault or negligence of CONTRACTOR.

(d) If after notice of termination for failure to fulfill its Agreement obligations it is determined that CONTRACTOR had not so failed, the termination shall be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price shall be made as provided for in subsection (b) of this Section.

(e) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

**Section 10. Agreement and Release Order in Conflict.** Whenever the terms of this Agreement conflict with any Release Order issued pursuant to it, this Agreement shall prevail.

**Section 11. Equal Opportunity Employment.** CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and will take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

**Section 12. No Contingent Fees.** CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate the Agreement at its sole discretion without liability, and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

**Section 13. Conflict of Interest.**

(a) CONTRACTOR agrees that it will not contract for or accept employment for the performance of any work or service with any individual, business, corporation, or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY.

(b) CONTRACTOR agrees that it will neither take any action nor engage in any conduct that would cause any COUNTY employee to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government.

(c) In the event that CONTRACTOR causes or in any way promotes or encourages a COUNTY officer, employee or agent to violate Chapter 112, Florida Statutes, COUNTY shall have the right to terminate this Agreement.

**Section 14. Assignment.** This Agreement nor any interest herein, shall not be assigned, transferred or otherwise encumbered under any circumstances by the parties hereto without prior written consent of the other party and in such cases only by a document of equal dignity herewith.

**Section 15. Subcontractors.** In the event that CONTRACTOR during the course of the work under this Agreement requires the services of subcontractors or other professional associates in connection with services covered by this Agreement, CONTRACTOR must first secure the prior express written approval of COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, CONTRACTOR shall remain fully responsible for the services of subcontractors or other professional associates.

**Section 16. Indemnification of COUNTY.** CONTRACTOR agrees to hold harmless and indemnify COUNTY and its commissioners, officers, employees, and agents against any and all claims, losses, damages, or lawsuits for damages arising from, allegedly arising from, or related to the provision of services hereunder by CONTRACTOR.

**Section 17. Insurance.**

(a) General. CONTRACTOR shall, at its own cost, procure insurance required under this Section.

(1) CONTRACTOR shall furnish COUNTY with a Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). COUNTY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. If the policy provides for a blanket additional insured coverage, please provide a copy of the section of the policy along with the Certificate of Insurance. If the coverage does not exist, the policy must be endorsed to include the additional insured verbiage. The Certificate of Insurance shall provide that COUNTY shall be given, by policy endorsement, not less than thirty (30) days written notice prior to the cancellation or non-renewal or by a method acceptable to COUNTY. Until such time as the insurance is no longer required to be maintained by CONTRACTOR, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance before expiration or replacement of the insurance for which a previous Certificate of Insurance has been provided.

(2) The Certificate of Insurance shall contain a statement that it is being provided in accordance with this Agreement and that the insurance is in full compliance with the insurance requirements of this Agreement. **The Certificate of Insurance shall have this Agreement number clearly marked on its face.**

(3) In addition to providing the Certificate of Insurance on a current ACORD Form, upon request as required by COUNTY, CONTRACTOR shall, within thirty (30) days after receipt of the request provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section. Certified copies of policies may only be provided by the insurer, not the agent/broker.

(4) Neither approval by COUNTY nor failure to disapprove the insurance furnished by CONTRACTOR shall relieve CONTRACTOR of its full responsibility for performance of any obligation including CONTRACTOR's indemnification of COUNTY under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies (other than Workers' Compensation) must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Florida Office of Insurance Regulation.

(2) In addition, such companies shall have and maintain, at a minimum, a Best's Rating of "A-" and a minimum Financial Size Category of "VII" according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: (i) lose its Certificate of Authority; or (ii) fail to maintain the requisite Best's Rating and Financial Size Category, CONTRACTOR shall, as soon as it has knowledge of any such circumstance, immediately notify COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to COUNTY, CONTRACTOR shall be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of CONTRACTOR, CONTRACTOR shall, at its sole expense, procure, maintain and keep in force

amounts and types of insurance conforming to the minimum requirements set forth in this subsection. Except as otherwise specified in this Agreement, the insurance shall become effective upon execution of this Agreement by CONTRACTOR and shall be maintained in force until the expiration of this Agreement's term and/or the expiration of all Release Orders issued under this Agreement, whichever comes first. Failure by CONTRACTOR to maintain insurance coverage within the stated period and in compliance with insurance requirements of COUNTY shall constitute a material breach of this Agreement, for which this Agreement may be immediately terminated by COUNTY. The amounts and types of insurance shall conform to the following minimum requirements:

(1) Workers' Compensation/Employer's Liability.

(A) CONTRACTOR's insurance shall cover CONTRACTOR for liability which would be covered by the latest edition of the standard Workers' Compensation policy as filed for use in Florida by the National Council on Compensation Insurance without restrictive endorsements. CONTRACTOR will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONTRACTOR and its subcontractors are outlined in subsection (C) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employees' Liability Act, and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's



and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation policy shall be:

\$500,000.00	(Each Accident)
\$500,000.00	(Disease-Policy Limit)
\$500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) CONTRACTOR's insurance shall cover CONTRACTOR for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess Policy) shall be as follows:

General Aggregate	Two Times (2x) the Each Occurrence Limit
Personal & Advertising Injury Limit	\$1,000,000.00
Each Occurrence Limit	\$1,000,000.00

(3) Professional Liability Insurance. CONTRACTOR shall carry Professional Insurance Liability insurance with limits of not less than One Million and No/100 Dollars (\$1,000,000.00).

(4) Business Auto Policy.

(A) CONTRACTOR's insurance shall cover CONTRACTOR for those sources of liability which would be covered by Part IV of the latest edition of the standard Business

Auto Policy (ISO Form CA 00 01) as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned and hired autos or any autos.

(B) The minimum limits to be maintained by CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per-accident combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, CONTRACTOR shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by CONTRACTOR shall be a minimum of three times (3x) the per-accident limit required and shall apply separately to each policy year or part thereof.

(C) The minimum amount of coverage under the Business Auto Policy shall be:

Each Occurrence Bodily	\$1,000,000.00
Injury and Property Damage	
Liability Combined	

(d) Coverage. The insurance provided by CONTRACTOR pursuant to this Agreement shall apply on a primary and non-contributory basis and any other insurance or self-insurance maintained by COUNTY or COUNTY's officials, officers or employees shall be in excess of and not contributing to the insurance provided by or on behalf of CONTRACTOR.

(e) Occurrence Basis. The Workers' Compensation policy, the Commercial General Liability and the Umbrella policy required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy may be on an occurrence basis or claims-made basis. If a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

(f) Obligations. Compliance with the foregoing insurance requirements shall not relieve CONTRACTOR, its employees or its agents of liability from any obligation under a Section or any other portion of this Agreement.

**Section 18. Dispute Resolution.**

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY dispute resolution procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures", Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the Prompt Payment Procedure,s arising under this Agreement within the dispute resolution procedures set forth in Section 3.5540, "Contract Claims", Seminole County Administrative Code.

(b) CONTRACTOR agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary services that were not presented for consideration in COUNTY dispute resolution procedures set forth in subsection (a) above of which CONTRACTOR had knowledge and failed to present during COUNTY dispute resolution procedures.

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

**Section 19. Representatives of COUNTY and CONTRACTOR.**

(a) It is recognized that questions in the day to day conduct of performance pursuant to this Agreement will arise. COUNTY, upon request by CONTRACTOR, will designate and advise CONTRACTOR in writing of one or more of its employees to whom all communications pertaining to the day to day conduct of this Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) CONTRACTOR shall at all times during the normal work week designate or appoint one or more representatives who are authorized to act on behalf of CONTRACTOR and bind CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement, and shall keep COUNTY continually and effectively advised of such designation.

**Section 20. All Prior Agreements Superseded.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

**Section 21. Modifications, Amendments or Alterations.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

**Section 22. Independent Contractor.** It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties or as constituting CONTRACTOR (including its officers, employees,

and agents) as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is to be and shall remain forever an independent contractor with respect to all services performed under this Agreement.

**Section 23. Employee Status.** Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees either by operation of law or by COUNTY.

**Section 24. Services Not Provided For.** No claim for services furnished by CONTRACTOR not specifically provided for herein shall be honored by COUNTY.

**Section 25. Public Records Law.**

(a) CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

(b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.071, Florida Statutes, with regard to public records, and shall:

(1) keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement;

(2) provide the public with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and

(4) meet all requirements for retaining public records and transfer, at no cost to the COUNTY, all public records in possession of CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to COUNTY in a format that is compatible with the information technology system of COUNTY.

(c) Failure to comply with this Section shall be deemed a material breach of this Agreement, for which COUNTY may terminate this Agreement immediately upon written notice to CONTRACTOR.

**Section 26. Compliance with Laws and Regulations.** In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of such services including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

**Section 27. Patents and Royalties.** Unless otherwise provided, CONTRACTOR shall be solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. CONTRACTOR, without exception, shall indemnify and save harmless COUNTY and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented or unpatented invention, process or article manufactured or supplied by CONTRACTOR. In the event of any claim against

COUNTY of copyright or patent infringement, COUNTY shall promptly provide written notification to CONTRACTOR. If such a claim is made, CONTRACTOR shall use its best efforts to promptly purchase for COUNTY any infringing products or services or procure a license at no cost to COUNTY which will allow continued use of the service or product. If none of the alternatives are reasonably available, COUNTY agrees to return the article on request to CONTRACTOR and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

**Section 28. Notices.** Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

**For COUNTY:**

Environment Services Department  
500 West Lake Mary Boulevard  
Sanford, Florida 32773

**For CONTRACTOR:**

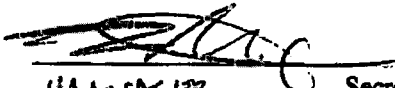
R&M Service Solutions, LLC  
7256 Westport Place, Suite A  
West Palm Beach, Florida 33413

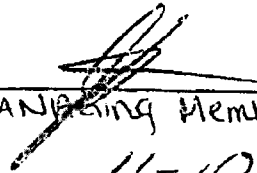
**Section 29. Rights At Law Retained.** The rights and remedies of COUNTY provided for under this Agreement are in addition and supplemental to any other rights and remedies provided by law.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date below written for execution by COUNTY.


ATTEST:

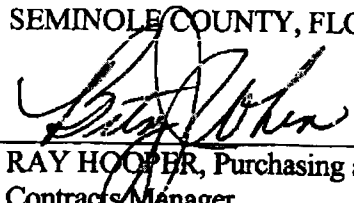
R&M SERVICE SOLUTIONS, LLC

  
M. A. R. G. L. R., Secretary  
(CORPORATE SEAL)


By:   
MANAGING Member, President  
Date: 11-10-15

SEMINOLE COUNTY, FLORIDA

  
Witness  
Gladys Marozos  
Print Name

By:   
RAY HOOPER, Purchasing and  
Contracts Manager

Date: 11/23/15

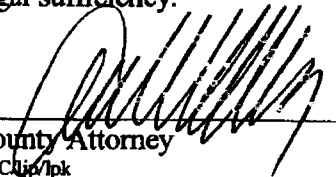
  
Witness  
Jimmy Roberts  
Print Name

For the use and reliance of Seminole County only.

As authorized for execution by the Board of Seminole County Commissioners at its NOVEMBER 10, 2015, regular meeting.

Approved as to form and legal sufficiency.

A-1418-15

  
County Attorney

AEC/lj/lpk  
6/30/15 9/23/15  
p:\users\legal secretary csb\purchasing 2015\IFB-602326 Hertz.doc


Attachments:

- Exhibit A – Scope of Services and Fee Structure
- Exhibit B – Sample Release Order



# ORIGINAL

EXHIBIT A

<b>SUBMIT BIDS TO:</b> Seminole County 1301 E. Second Street Sanford, Florida 32771 Attn: <b>PURCHASING &amp; CONTRACTS (PCD)</b>	<b>INVITATION FOR BID</b>  And Bidder Acknowledgment
Contact: Gladys Marrozos, CPPB Sr. Procurement Analyst 407-665-7110 - Phone 407-665-7858 - Fax gmarrozos@seminolecountyfl.gov	<b>IFB-602347-15/GCM</b> <b>Term Contract for Hydrant and Valve Maintenance, Repair and Flushing Services</b>
<b>Pre-Bid Conference Date: August 13, 2015</b> <b>Time: 9:00 AM</b> (Eastern Standard Time)  <b>Location of pre-Bid Conference:</b> Environmental Services Department, 500 West Lake Mary Boulevard Sanford, Florida 32773	
<b>Bid Due Date: September 2, 2015</b> <b>Time: 2:00 PM</b> (Eastern Standard Time)  <b>Location of Public Opening:</b> Purchasing & Contracts Division, PCD Conference Room 1301 E. Second Street, Sanford, FL 32771	
Proposer Name: R&M Service Solutions, LLC	Federal Employer ID Number: 27-1422685
Mailing Address: 7256 Westport Place, Suite A	If returning as a "No Submittal", state reason (if so, return only this page):
City, State, Zip: West Palm Beach, FL 33413	
Type of Entity (Circle one): Corporation Partnership Proprietorship Joint Venture Incorporated in the State of: _____ List of Principals: _____	The undersigned Bidder hereby acknowledges receipt of Addenda Numbers <u>1</u> through <u>1</u> :  Authorized Signature (Manual)      Date
Email Address: rjackson@r-mservice.net	Typed Name: John R. Rakoczy
Telephone Number: 877-874-8747	Title: Managing Member
Fax Number: 813-788-4355	Date: 09-01-2015

**THIS FORM MUST BE COMPLETED AND RETURNED WITH WRITTEN BID**

The Bidder is expected to completely analyze the information contained in this Invitation for Bid (IFB) as guidance for the preparation of their written submittal. The Bidder's written bid should be specific, detailed, and complete in order to clearly and fully demonstrate the Bidder's understanding of the requested work and/or delivery requirements.

**Part 4  
Price Submittal**

**IFB-602347-15/GCM - Term Contract for Hydrant and Valve Maintenance, Repair and Flushing Services**

Name of Bidder: R&M Service Solutions, LLC

Mailing Address: 7256 Westport Place, Suite A

Street Address: 39015 County Road 54

City/State/Zip: Zephyrhills, FL 33542

Phone Number: ( 877 ) 847-6747 FAX Number: ( 813 ) 788-4355

E-Mail Address: rjackson@r-mservice.net

**Designated Project Manager Information:**

Project Manager: Mike George

Project Manager Telephone No.: 352-398-9127 Fax No.: 813-788-4355

E-Mail Address: mgeorge@r-mservice.net

Pursuant to and in compliance with the IFB Documents, the undersigned Bidder agrees to provide and furnish any and all of the labor, material, and tools, equipment, incidentals and transportation services necessary to complete all of the Work required in connection with the required services/commodities all in strict conformity Bid Documents for the amount hereinafter set forth.

The undersigned, as Bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any person, firm or corporation; and he proposes and agrees, if the bid is accepted, that he/she will execute an Agreement with the COUNTY in the form set forth in the Contract Documents; that he/she will furnish the Insurance Certificates.

Costs shall be inclusive of all direct and indirect costs including but not limited to, materials, labor, equipment, transportation, coordination and incidentals necessary for the performance of the work specified in Bid documents.

The cost of the materials/equipment shall include all costs, including but not limited to:

- General Administrative Overhead, fringe and benefits and profit, all documentation required for operation, delivery/transportation of unit(s) to the County's service delivery address, indirect costs, i.e., insurance, etc., indirect labor costs.

ITEM	DESCRIPTION	UNIT	EST ANNUAL USAGE	UNIT PRICE	EXTENDED COST
<b>GROUP A - HYDRANT SERVICES</b>					
A1	Hydrant Maintenance (includes scrape, wire brush and paint)	EA.	350	\$ 52.87	\$ 18,504.50
A2	Hydrant Maintenance (without scrape, wire brush and paint)	EA.	1000	\$ 37.50	\$ 37,500.00
A3	Hydrant Maintenance (includes sand blast and paint)	EA.	25	\$ 253.18	\$ 6,329.50
A4	Furnish and attach Hydrant I.D. tag (with required information)	EA.	250	\$ 7.38	\$ 1,845.00
A5	Furnish and install reflective road marker	EA.	500	\$ 9.10	\$ 4,550.00
A6	Extended Flush Time (15 minute Unit)	EA.	250	\$ 37.50	\$ 9,375.00
A7	Bonnet and/or break away flange bolt replacement	EA.	25	\$ 49.00	\$ 1,225.00
A8	Upper barrel repair	EA.	35	\$ 282.25	\$ 9,878.75
A9	lower barrel repair	EA.	50	\$ 645.00	\$ 32,250.00
A10	Hydrant extension (6")	EA.	25	\$ 719.75	\$ 17,993.75
A11	Hydrant extension (12")	EA.	20	\$ 793.35	\$ 15,867.00
A12	Hydrant extension (18")	EA.	20	\$ 858.90	\$ 17,178.00
A13	Replace typical bury (48") hydrant on functioning and restrained isolation valve (includes excavation, materials, backfill and compaction). Will not require a shut down or line stop.	EA.	10	\$ 4,621.36	\$ 46,213.60
A14	Replace typical bury (48") hydrant and "tie-back" unrestrained isolation valve providing valve is mechanical joint and not "push on" (includes excavation, materials, backfill and compaction). Will not require a shut down or line stop.	EA.	10	\$ 4,748.23	\$ 47,482.30
A15	Replace typical bury (48") hydrant and (or install) isolation valve on existing restrained MJ tee (includes excavation, materials, backfill and compaction). Will require a shut down or line stop.	EA.	15	\$ 5,845.00	\$ 87,675.00
A16	Replace typical bury (48") hydrant, isolation valve and tee (includes excavation, materials, backfill and compaction). Will require a shut down or line stop.	EA.	15	\$ 5,648.88	\$ 84,702.90
A16a	With 8" x 6" tee	EA.	3	\$ 868.02	\$ 2,604.06
A16b	With 8" x 8" tee	EA.	3	\$ 989.14	\$ 2,967.42
A16c	With 8" x 10" tee	EA.	2	\$ 1,271.12	\$ 2,542.24
A16d	With 8" x 12" tee	EA.	2	\$ 1,750.43	\$ 3,500.86
A16e	With 8" x 14" tee	EA.	2	\$ 3,433.93	\$ 6,867.86
A16f	With 8" x 18" tee	EA.	1	\$ 3,515.08	\$ 3,515.08
A16g	With 8" x 20" tee	EA.	1	\$ 3,069.29	\$ 3,069.29
A16h	With 8" x 24" tee	EA.	1	\$ 3,806.99	\$ 3,806.99
A17	Install new hydrant and (isolation) valve on existing typical 48" bury water main	EA.	25	\$ 5,678.28	\$ 141,957.00
A17a	With 6" x 6" wet tap	EA.	2	\$ 1,208.07	\$ 2,416.14
A17b	With 6" x 8" wet tap	EA.	2	\$ 1,209.89	\$ 2,419.38
A17c	With 6" x 10" wet tap	EA.	2	\$ 1,232.93	\$ 2,465.86
A17d	With 6" x 12" wet tap	EA.	2	\$ 1,268.61	\$ 2,537.22
A17e	With 6" x 14" wet tap	EA.	2	\$ 1,568.61	\$ 3,137.22
A17f	With 6" x 16" wet tap	EA.	2	\$ 1,617.79	\$ 3,235.58
A17g	With 6" x 20" wet tap	EA.	2	\$ 1,674.54	\$ 3,349.08
A17h	With 6" x 24" wet tap	EA.	2	\$ 1,725.35	\$ 3,450.70
A18	Abandon existing hydrant by installing restrained cap or plug with 2" blow-off assemble in isolation valve (includes materials, excavation, backfill and compaction)	EA.	10	\$ 2,947.40	\$ 29,474.00
A19	Installation of hydrant other than typical 48" bury (adder per foot)	LF.	30	\$ 267.50	\$ 8,025.00
A20	If hydrant set is more than 6' away from centerline of tee (adder per foot)	LF.	25	\$ 157.77	\$ 3,944.25
A21	If hydrant set requires additional restrained 6" MJ bend(s) (per fitting)	EA.	15	\$ 174.35	\$ 2,615.25

ITEM	DESCRIPTION	UNIT	EST. ANNUAL USAGE	UNIT PRICE	EXTENDED COST
<b>GROUP B - VALVE SERVICES</b>					
B1	Valve maintenance (includes sub-meter GPS location)	EA.	1000	\$ 49.50	\$ 49,500.00
B2	Valve maintenance (includes sub-foot GPS location)	EA.	750	\$ 49.50	\$ 37,125.00
B3	Valve maintenance (without GPS location)	EA.	350	\$ 40.00	\$ 14,000.00
B4	Raise valve box to grade < 12" depth (excluding concrete areas and vehicular arteries)	EA.	125	\$ 71.45	\$ 8,931.25
B5	Raise valve box to grade < 12" depth in concrete areas and vehicular arteries	EA.	100	\$ 395.45	\$ 38,545.00
B6	Raise valve box to grade (or replace valve box) > 12" depth but < 42" depth in concrete areas and vehicular arteries	EA.	50	\$ 559.25	\$ 27,962.50
B7	Raise valve box to grade (or replace valve box) > 12" depth but < 48" depth in concrete areas and vehicular arteries	EA.	50	\$ 559.25	\$ 27,962.50
B8	Replace existing 2" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	15	\$ 2,330.15	\$ 34,952.25
B9	Replace existing 4" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	15	\$ 3,186.83	\$ 47,802.45
B10	Replace existing 6" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	15	\$ 4,098.62	\$ 61,479.30
B11	Replace existing 8" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	15	\$ 4,483.09	\$ 67,246.35
B12	Replace existing 10" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	10	\$ 5,211.27	\$ 52,112.70
B13	Replace existing 12" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	5	\$ 5,630.92	\$ 28,154.80
B14	Replace existing 14" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	5	\$ 10,164.13	\$ 50,820.65
B15	Replace existing 16" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	5	\$ 10,100.08	\$ 50,500.40
B16	Replace existing 20" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	5	\$ 14,146.28	\$ 70,731.30
B17	Replace existing 24" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	1	\$ 18,220.11	\$ 18,220.11
B18	Installation of 4" insertion valve (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	10	\$ 7,511.75	\$ 75,117.50
B19	Installation of 6" insertion valve (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	25	\$ 7,881.75	\$ 197,043.75
B20	Installation of 8" insertion valve (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	25	\$ 8,826.75	\$ 220,668.75
B21	Installation of 10" insertion valve (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	10	\$ 10,751.75	\$ 107,517.50
B22	Installation of 12" insertion valve (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	10	\$ 13,251.75	\$ 132,517.50

ITEM	DESCRIPTION	UNIT	EST ANNUAL USAGE	UNIT PRICE	EXTENDED COST
<b>GROUP C - VALVE RELATED SERVICES</b>					
B22	Realign valve box to grade in dirt, grass, sand or gravel (0' to 4' deep)	EA	25	\$ 150.00	\$ 3,750.00
B24	Realign valve box to grade in dirt, grass, sand or gravel (4' to 10' deep)	HOURLY <sup>2,3</sup>	25	\$ 300.00	\$ 7,500.00
B25	Realign valve box to grade in dirt, grass, sand or gravel (> 10' deep)	HOURLY <sup>2,3</sup>	25	\$ 300.00	\$ 7,500.00
B26	Realign valve box to grade in pavement (0' to 4' deep) includes permanent asphalt patch or replacement of entire "joint" if realignment is within a sidewalk	EA	15	\$ 1,717.50	\$ 25,762.50
B27	Realign valve box to grade in pavement (>4' to 10') includes permanent asphalt patch or replacement of entire "joint" if realignment is within a sidewalk	HOURLY <sup>1,2,3</sup>	15	\$ 300.00	\$ 4,500.00
B28	Realign valve box to grade in pavement (>10' deep) includes permanent asphalt patch or replacement of entire "joint" if realignment is within a sidewalk	HOURLY <sup>1,2,3</sup>	15	\$ 300.00	\$ 4,500.00
B29	Raise valve box to grade in dirt, grass, sand or gravel (> 4' to 10' deep)	HOURLY <sup>2,3</sup>	25	\$ 300.00	\$ 7,500.00
B30	Raise valve box to grade in dirt, grass, sand or gravel (> 10' deep)	HOURLY <sup>2,3</sup>	25	\$ 300.00	\$ 7,500.00
B31	Raise valve box to grade in pavement (>4' to 10') includes permanent asphalt patch or replacement of entire "joint" if realignment is within a sidewalk	HOURLY <sup>1,2,3</sup>	25	\$ 300.00	\$ 7,500.00
B32	Raise valve box to grade in pavement (>10' deep) includes permanent asphalt patch or replacement of entire "joint" if realignment is within a sidewalk	HOURLY <sup>1,2,3</sup>	10	\$ 300.00	\$ 3,000.00
B33	Clean out/vacuum valve box (pricing based on cleaning all of the County's valve boxes in lieu of assessment)	EA	1500	\$ 30.00	\$ 45,000.00
B34	Clean out valve box, where standard vacuum is not successful by digging, loosening and removing impacted debris and fill in around valve box (2 MEN AND EQUIPMENT)	EA	150	\$ 225.00	\$ 33,750.00
B35	Large valve repair as an hourly rate with the materials as a pass through. The hourly rate should factor in excavation equipment cost (3 MEN AND EQUIPMENT)	HOURLY <sup>2</sup>	100	\$ 593.75	\$ 59,375.00
B36	Small valve repair such as 2" blow off. This includes plumbing in a 2" stainless steel fitting such as a short nipple, a stainless steel 90 degree elbow or other items as may be required. Hourly rate for labor and materials will be pass through. The reason this is separate from large valves is the excavation most likely will be shallow and done manually. (2 MEN AND EQUIPMENT)	HOURLY <sup>3</sup>	250	\$ 300.00	\$ 75,000.00
	Exploratory excavation: Where no other accurate or cost effective means is available to discover, diagnose and recommend remediation, contractor will dig to uncover and identify cost effective options. This includes:			\$	\$
B37	Exploratory investigation 0' to 4' deep	HOURLY <sup>1,2,3</sup>	120	\$ 443.75	\$ 53,250.00
B38	Exploratory investigation > 4' to 10' deep	HOURLY <sup>1,2,3</sup>	150	\$ 443.75	\$ 66,562.50
B39	Exploratory investigation > 10' deep.	HOURLY <sup>1,2,3</sup>	50	\$ 443.75	\$ 22,187.50
B40	Installation of a 16" insertion valve (assume 48" bury, includes excavation, materials, backfill and compaction)	EA	2	\$ 31,800.00	\$ 63,600.00
B41	Installation of a 24" insertion valve (assume 48" bury, includes excavation, materials, backfill and compaction)	EA	2	\$ 51,550.00	\$ 103,100.00
<b>Note:</b>					
(1) For this depth range, the permanent asphalt patch or sidewalk "joint" will be a pass-through item.					
(2) Dewatering, trench safety, and any associated work (to be discussed beforehand to be billed as "pass through")					
(3) For billing purposes, the hourly rate can be proportioned into increments of 15 minutes.					

ITEM	DESCRIPTION	UNIT	EST ANNUAL USAGE	UNIT PRICE	EXTENDED COST
<b>GROUP D - FLUSHING SERVICES</b>					
D1	Uni-Directional Flushing Services performed at a combined rate			\$	\$
D1*	Contractor will review the UDF sequences developed by SCES and identify the locations and quantities of valves to be opened and closed for each sequence. Contractor will charge the price agreed upon for Item B3, valve maintenance (without GPS location) for the opening and closing of valves for each sequence.	hourly	250	\$ 150.00	\$ 37,500.00
D1b	Contractor will at identified locations flow hydrants for each sequence at flush times as defined by the UDF Engineer to generate the desired flow rate and water exchange. Contractor will use hourly rate of Maintenance flushing (D2) This hourly rate only applies to the time spent by the technician to open, flush and close each hydrant.	hourly	500	\$ 150.00	\$ 75,000.00
D2	Maintenance Flushing Services performed at an hourly rate.	hourly	250	\$ 150.00	\$ 37,500.00
<b>GROUP E - ANCILLARY SERVICES (ADD TO ANY OF THE ABOVE HYDRANT AND/OR VALVE SCENARIOS IF APPLICABLE)</b>					
E1	Required use of Ductile Iron pipe in lieu of C-900 PVC pipe (cost to include any additional labor, materials, excavation, backfill and compaction)				
E1a	6 inch	LF.	50	\$ 46.06	\$ 2,303.00
E1b	8 inch	LF.	50	\$ 46.39	\$ 2,319.50
E1c	10 inch	LF.	25	\$ 47.24	\$ 1,181.00
E1d	12 inch	LF.	25	\$ 47.88	\$ 1,197.00
E1e	14 inch	LF.	10	\$ 85.90	\$ 859.00
E1f	16 inch	LF.	50	\$ 87.59	\$ 4,379.50
E1g	20 inch	LF.	10	\$ 87.08	\$ 870.80
E1h	24 inch	LF.	10	\$ 85.37	\$ 853.70
E2	Line stop services (includes materials, excavation on < 48" bury to bottom of pipe, backfill and compaction)				
E2a	4" line stop (SS fitting)	EA.	5	\$ 3,800.00	\$ 19,000.00
E2b	4" line stop (epoxy fitting)	EA.	5	\$ 3,800.00	\$ 19,000.00
E2c	6" line stop (SS fitting)	EA.	10	\$ 4,300.00	\$ 43,000.00
E2d	6" line stop (epoxy fitting)	EA.	10	\$ 4,300.00	\$ 43,000.00
E2e	8" line stop (SS fitting)	EA.	5	\$ 4,800.00	\$ 24,000.00
E2f	10" line stop (SS fitting)	EA.	5	\$ 5,900.00	\$ 29,500.00
E2g	12" line stop (epoxy fitting)	EA.	5	\$ 6,400.00	\$ 32,000.00
E2h	14" line stop (epoxy fitting)	EA.	5	\$ 7,400.00	\$ 37,000.00
E2i	16" line stop (epoxy fitting)	EA.	5	\$ 9,000.00	\$ 45,000.00
E2j	20" line stop (epoxy fitting)	EA.	5	\$ 10,600.00	\$ 53,000.00
E2k	24" line stop (epoxy fitting)	EA.	5	\$ 13,600.00	\$ 68,000.00

## **Part 1 General Scope**

### **GENERAL DESCRIPTION:**

The Seminole County Environmental Services Department (SCES) requires services of experienced, licensed contractor(s) to provide maintenance, repair and replacement part services for fire hydrants, valves (including associated fittings, restraints and pipe), and flushing services on an "as needed" basis at locations within the SCES utility's distribution systems. SCES will furnish the successful contractor(s) with the most recent copy of the distribution systems atlas in an electronic format.

The Contractor(s) will be responsible for furnishing all labor, tools, equipment, parts and materials to complete the requested work as specified in the Scope of Service section. The Contractor(s) will also be responsible for furnishing all required ancillary services to which includes but is not limited to, mobilization, excavations, well pointing and pumping, shoring, line stops, wet taps, maintenance of traffic, and site restorations necessary to complete the requested work as specified in the Scope of Services.

### **STANDARDS:**

- A. SCES Utility Engineering Specifications for Water Distribution Construction.
- B. Seminole County Standards for applicable public right-of-way improvements under County jurisdiction.
- C. FDOT Utility Accommodation Manual (latest edition) and FDOT Design Standards for Construction, Maintenance and Utility Operations on the State Highway System (2008 or latest edition).
- D. AWWA Standards for Maintenance, Repair and Replacement of fire hydrants (M-17) and distribution system valves (M-44) (most applicable and latest edition).
- E. OSHA Standards as applicable to associated work.

### **SPECIAL CONDITIONS:**

**Contractor's Response Time:** Contractor(s) shall be adequately staffed and equipped to respond to all aspects of the requested work within 72 hours, if required by SCES.

**Contractor's Personnel:** The Contractor(s) must employ and assign a Project Manager who will oversee the described work and who has a minimum of five (5) years continuous field and supervisory experience in all aspects of the described work. The Project Manager shall serve as the single point of contact for all work, be responsible for coordinating and scheduling all work (including restoration) and be available (by phone, if not in person) while contractor's crews work within SCES distribution systems.

The Contractor shall employ and designate a qualified **Quality Control Manager** who shall be responsible for re-inspection of all field processed data if it falls outside of tolerances. All such data shall be re-collected. The Quality Control Manager shall also be responsible of random sampling of not less than 10% of the total contract value. This will provide quality assurance of all physical aspects of the service and validation of all data attributes collected.

For each job or task assigned under this contract, the Contractor's Project Manager shall assign qualified and responsible Service Technicians to complete requested work. At any time the Contractor's personnel is working within the SCES distribution systems, notification is required to the SCES SCADA

Operations Center at 407-665-2767. All Service Technicians shall wear a uniform shirt that identifies the Contractor by name. All Service Technicians shall arrive at, and travel through the Utility system in a presentable service vehicle identified with the Contractor's name, logo and telephone number.

**Contractor's Equipment:** The Contractor shall utilize and maintain all equipment in a safe and responsible manner. It is the responsibility of the Contractor to maintain all equipment so as to avoid any leaking fuel, oil, and/or hydraulic fluid. If such leakage occurs, it shall be the responsibility of the Contractor to protect the environment and the surrounding surfaces from contamination and/or damage. If said leakage is excessive or cannot be adequately contained, said equipment must cease operation and be removed from the job site. All Contractor(s) service vehicles shall be maintained in a presentable manner and have Contractor name and logo adequately displayed.

**SCES Requirements for Work and Site Visit Management:** Contractor personnel shall notify their assigned SCES representative each day, prior to beginning work within the County utility system. All contractor personnel shall display on their person a company identification badge that is clearly visible at chest level and not covered by clothing or other items. This badge must have the company name, company phone number, the individual's name and the individual's photo. In addition, SCES requires that the Contractor create a service call or job order ticket that shall have, at a minimum, the following information:

- Company name and contact information
- Company job or work order number
- SCES contact name and phone number
- SCES job number and Seminole County purchase order number
- Date/time of beginning and ending of work
- Number of Technicians
- Work location and description of work to be performed
- Detailed description of solution and/or work completed

#### **SCOPE OF SERVICES:**

**Hydrant Maintenance:** Fire hydrant testing and maintenance shall be in accordance with AWWA – M17 Manual for Installation, field testing, and maintenance of fire hydrants, to include the following procedures:

- Locate and access each fire hydrant
- Locate access and exercise fire hydrant isolation valve
- Check fire hydrant nozzle height for correct ground clearance
- Identify make, model, nozzle size and year of hydrant manufacture
- Lubricate operating nut (if appropriate for hydrant make/model) and all nozzle outlets with non-corrosive FDA approved lubricant
- Open hydrant with nozzle caps in place to check for seal leakage
- Verify that hydrant main (bottom) valve completely closes
- Flow hydrant to maximum rate for 15 minutes, record working pressure and calculate flow rate and gallons flushed. If hydrant fails to flow clear in the initial 15 minute flush, contact SCES SCADA Operations Center at 407-665-2767, notifying them of the anomaly. Continue to flow hydrant until water clears, checking in 15 minute increments. The use of a calibrated combination pitot gauge and hydrant diffuser is required for all hydrant flushing.
- Close hydrant completely. Back off the opening nut enough to take the pressure off the packing.



- Remove all outlet nozzle caps, clean the threads, check the condition of the gaskets replace as required, and lubricate the threads. Check the ease of operation of each cap.
- Check outlet nozzle chains for free action on each cap. If the chains bind, open the loop end around the cap until they move freely.
- Record static pressure
- Re-attach hydrant nozzle caps
- Scrape, wire brush/or sand blast and paint hydrant appropriate color. Paint shall be Sherwin-Williams Industrial Marine Coatings, ANSI Safety Yellow, Pantone 109 or approved equal. Coating shall be spray applied to a minimum of a 4 ml dry coat thickness.
- Replace (if defective) hydrant ID tag, or install (if not present) hydrant ID tag.
- Replace (if defective) blue reflective road marker, or install (if not present) blue reflective road marker. Reflective pavement markers in blue shall be used to identify the hydrant locations. Each marker is to be placed on the center line of the roadway lane closest to the hydrant.
- Obtain and record GPS site coordinates of hydrant.
- Document any operational deficiencies and/or miscellaneous findings.
- Notification of all malfunctioning and/or out of service hydrants or valves shall be immediately reported to SCES.
- Document all pertinent data into an electronic spreadsheet or database including the following:
  - Hydrant ID tag number
  - Hydrant address location
  - Hydrant GPS site coordinates
  - Date of flush or service
  - Hydrant brand
  - Hydrant model number
  - Hydrant year
  - Hydrant size
  - Hydrant flow rate obtained
  - Hydrant pressure after 5 minutes of flushing
  - Total gallons flushed during service
  - Degree of operating difficulty
  - Deficiencies and/or repairs required to be immediately reported to the Utility.
- All data shall be formatted to match existing SCES data system and/or forms. Data shall be delivered to the SCES in an electronic format compatible with SCES' ArcGIS/ArcMap system or SQL database.

**Upper Barrel Repair:** An upper bonnet repair shall consist of repairing and/or replacing all necessary components within the upper portions of the hydrant, from the operating nut downwards to the top of the break away (upper barrel) flange, in order to return hydrant to working order. Hydrant rotation shall also be considered as an upper barrel repair.

**Lower Barrel Repair:** A lower barrel repair shall consist of repairing and/or replacing all necessary components of the hydrant from the top of the break away (upper barrel) flange to the bottom of the hydrant foot valve in order to return hydrant to working order.

**Valve Maintenance:** Valve maintenance shall include the following procedures:

- Locate and access each valve
- Raise valve box to grade (if applicable)
- Align valve box to vertical position (if located outside of pavement)
- Clean debris and standing water from valve box

- Operate valve from open to close and back to open position for two (2) complete cycles
- Obtain and record GPS coordinates of valve
- Paint valve box blue
- Mark curve with a "V" marking
- Document all pertinent data including location, type, and size of valve, direction of rotation to open position, numbers of turns to full open position, degree of operating difficulty, and note deficiencies and/or closed valves to be immediately reported to the Utility. All data shall be formatted to match existing SCES data system and/or forms. Data shall be delivered to the SCES in an electronic format compatible with SCES' ArcGIS/ArcMap system.

**GPS Mapping:** All the water distribution valves and fire hydrants encountered in this contract are to be GPS mapped within sub-meter accuracy and the data delivered in an electronic format compatible with SCES' ArcGIS/ArcMap system software. Coordinate data shall be field-collected with autonomous GPS readings and subsequently differentially corrected via post-processing. The contractor(s) shall further refine positions through filtering and inspection to eliminate noise, problematic satellite geometry and multi-path degradation. Point valve features shall be collected at an epoch of one (1) second with a minimum occupation of twenty (20) seconds. Specific parameters include:

- Elevation mask: 15 degrees above the horizon
- Coordinate system: as agreed with NAD 1983 State Plane Florida EAST
- Satellites:  $\geq 4$
- Position Dilution of Precision (PDOP)  $< 6$
- Horizontal Dilution of Precision (HDOP):  $< 4$
- Minimum number of raw positions collected: 20
- In the event of obstructions – where a clear GPS position cannot be captured a laser offset will be executed from a nearby location

At a minimum, and in addition to database attribute requirements, the following coordinate data items shall be generated as a result of this process.

- PDOP value
- HDOP value
- Correction status
- Date recorded
- Time recorded
- Total positions
- Filtered positions
- Horizontal Precision
- Vertical Precision
- Standard deviation
- cor File Name
- X-coordinate
- Y-coordinate

**Documentation:** Documentation data will be collected on each distribution valve and/or hydrant and will be agreed upon, and be compatible with SCES' ArcGIS/ArcMap system software in advance of work start up.

Data documentation will include, at a minimum:

- a) **Physical data** – Identification number, map number, valve size, type of valve, use of valve, valve structure, depth of valve, number of turns, torque, if clean out was necessary, valve discrepancies (by category and details), box/vault discrepancies (by category and details) and any additional information as necessary.
- b) **Location data** – Mapping grade GPS coordinate data parameters noted in the GPS mapping section
- c) **Discrepancies** – Details on discrepancies so that a work order (as described below) can be concisely created.

**Deliverable Data:** The Contractor will provide applicable hydrant and valve data in a spatially accurate format compliant with SCES ArcGIS/ArcMap system and in the County's existing data structure. Contractor shall be able to fully integrate data into ESRI ArcGIS/ArcMap and shall be integrated into the SCES ArcGIS system. Metadata, including a detailed citation describing field data collection practices, equipment settings, post processing procedures, base stations used for differential correction and expected accuracy, are to be submitted with final and interim data deliveries. The data in electronic format shall contain the information agreed to by SCES and at a minimum the following attribute data:

- A unique identification number – For each device
- Data Dictionary – Valve Condition (operable, inoperable)
- Source document reference – valve discrepancies
- Date of Operation – Structure discrepancies
- Valve Size – PDOP value
- Valve Type – HDOP value

Obstructed GPS data shall be obtained through laser offset method.

**Flushing Services:** SCES may require the Contractor to perform unidirectional or maintenance flushing in certain locations within the utility's distribution systems. SCES will provide to contractor the flushing sequences developed by an Engineer for the specified areas. The contractor is responsible for locating the valves and hydrants identified in the Engineer's sequencing and verifying their operability. Upon completion of each sequenced flushing activities, the Contractor will return valves to their original position. This is to help with valves not being left in the wrong position. Pricing for unidirectional flushing will combine item B3 (valve maintenance without GPS location) for turning the valves and item A6 Time Unit for the actual flushing.

**Hydrant and/or Valve Replacement and Installation:** Hydrant and valve replacement and/or new installation work described in this solicitation package (see Price Schedule) shall be "all inclusive". The line item pricing of such work shall include all of but not limited to the following:

- Pre work job site evaluation
- Obtaining all utility and/or Right of Way (ROW) locates
- Notification of effected customers (with the exception of partial water system shut down)
- Job site safety and MOT
- Site excavation (typical <48" bury to bottom of pipe)
- Furnish and install all necessary materials to successfully complete the job
- Furnish and competently operate all necessary equipment to successfully complete the job
- Furnish and manage all necessary competent labor to successfully complete the job
- Excavation, backfill and compaction

- Removal of all remaining spoil, materials and waste

**Work in Utility Easement/Right of Way (ROW) and Existing Utilities/ROW Improvements:** The Contractor shall be responsible for obtaining all Utility Locates through, and in accordance with "Sunshine State One Call of Florida (SSOCOF) Excavation Guide" (latest edition). The Contractor shall take all possible precautions and be responsible for protecting all underground utilities and other improvements within the utility easement and/or ROW. The Contractor shall promptly notify SCES of any conflicts with existing utilities that occurs as a result of said work. The Contractor shall be responsible for obtaining and adhering to all applicable Maintenance of Traffic (MOT) and/or Right of Way permits as required by Seminole County, State of Florida Department of Transportation (FDOT) or jurisdictional authority.

**Job Site Management:** The Contractor shall set up, manage and restore each job site in a responsible manner that includes but is not limited to Maintenance of Traffic (MOT), pedestrian safety, and property protection. At no time during the active progress of work shall the Contractor leave the job site unattended. The Contractor must request and gain approval from SCES for any specific job site-work that may extend past one work day. If approval is granted, all excavated areas must be backfilled and enclosed with safety mesh and proper MOT activated at end of each work day. Each job site (regardless of duration of work) must be maintained at all times in a responsible manner that does not unduly impact the surrounding areas and allows for adequate ingress/egress from properties affected. Any and all road and/or ingress/egress closures must be approved by the SCES in advance of the work. The Contractor shall present a contingency plan for such closures at time of approval request. Upon completion of work, the contractor shall backfill and compact affected areas in addition to clean up and removal of any accumulated dirt and/or rubble from job site. It shall be the ultimate responsibility of the Contractor to restore the Utility easement and/or right of way to pre-excavated condition. All restoration activities including irrigation system repairs shall be the responsibility of the contractor (reference Restoration and Contractor Pass Through section of this document).

**Sub-contracted and Contractor "Pass-Through" Charges:** Certain services shall be considered as "Pass-through" charges. These charges are interpreted to mean sub-contractor invoice total plus 10% administration and management costs. For the terms of this contract these services include landscape restoration (excluding irrigation repairs and <400ft<sup>2</sup> sod), asphalt restoration, concrete restoration, de-watering (well points) services, extended MOT (>72 hours), MOT with law enforcement presence during work activities. Prior to use of sub-contracted or cost pass through services, the Contractor shall obtain three (3) separate quotes for each of the sub-contracting activities and present to the SCES a recommendation of award for each service. If the acceptance of this recommendation is not approved, SCES reserves the right to perform any and all of these pass through activities. The SCES reserves the right to perform any and all of these pass through activities to avoid the additional pass through charges. If this right is exercised by SCES, the responsibility for such work will be removed from the Contractor.

**Warranty:** In order to insure fire hydrant and valve repair, replacement and installation meets the performance guaranteed by the manufacturer and retain warranties, the contractor shall guarantee all workmanship and materials for all described work for a period of two (2) years from the date of the repair or installation.

FLORIDA SALES: 69-11-093906-63C  
FEDERAL SALES/USE: 59-74-0013K

Board of County Commissions  
Seminole County, Florida  
**PURCHASE ORDER**

**ORDER NUMBER:**

EXHIBIT " B "

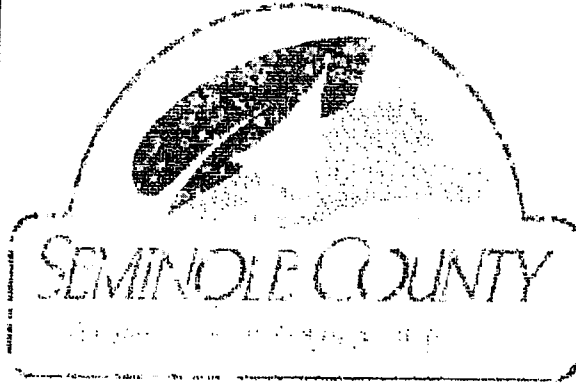
[Redacted]

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[Redacted] OP

ADMINISTRATIVE SERVICES DEPARTMENT - PURCHASING  
AND CONTRACTS DIVISION  
1181 E. 1st STREET - COUNTY SERVICES BLDG, RM. C3206  
SANFORD FLORIDA 32771  
PHONE (407) 865-7716 / FAX: (407) 865-7688

[Redacted]

			Sample of Release Order		
					
					TOTAL AMOUNT

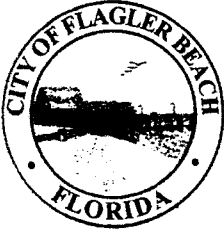
THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.

SUBMIT ALL INVOICES IN DUPLICATE TO:  
CLERK - B.C.C. FINANCE DIVISION  
POST OFFICE BOX 8080  
SANFORD, FL 32772-0889  
Accts. Payable Inquiries - Phone (407) 865-7681

\_\_\_\_\_  
PURCHASING AND CONTRACTS DIVISION - AUTHORIZED SIGNATURE  
for: SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

## Terms and Conditions

- 1. AGREEMENT.** This Purchase Order including these terms, conditions, and other referenced documents such as solicitations, specifications, and responses constitute the sole and entire agreement between the parties hereto. The County does hereby retain the Supplier to furnish those services/commodities and perform those tasks as described in this purchase order and as further described in the scope of services, attached hereto and incorporated herein, if applicable. This order shall be construed and interpreted under the laws of the State of Florida. Jurisdiction and venue, with respect to any suit in connection with this order, shall reside in Seminole County, Florida.
- 2. DELIVERY OF GOODS AND SERVICES.** Failure to deliver the items or provide the service hereby ordered strictly within the time specified shall entitle the County to cancel this order holding the Supplier accountable therefore, and may charge the Supplier with any increased cost or other loss incurred thereon pursuant to Chapter 672 of the Florida Statutes, unless deferred shipment is requested and agreed to by the County in writing. Payment or acceptance of any item after the delivery date shall not constitute a waiver of the County's right to cancel this order with respect to subsequent deliveries.
- 3. WARRANTY.** Supplier warrants all materials and services covered by this order to conform strictly to the specifications, drawings, or samples as specified or furnished, and to be free from latent or patent defects in material or workmanship. If no quality is specified, the Supplier warrants to County that the goods or service shall be of the best grade of their respective kinds, or will meet or exceed the applicable standards for the industry represented, and is fit for County's particular purpose. Supplier further warrants that at the time the goods or services are accepted by County, they shall have been produced, sold, delivered, and furnished in strict compliance with all applicable Federal and State laws, municipal ordinances, regulations, rules, labor agreements, and working conditions to which the goods or services are subject. In addition to, and not in lieu of the above, that at the time of acceptance, the goods or services are applicable, meet or exceed the applicable standards imposed by (a) Consumer Product Safety Act, (b) Occupational Safety and Health Act (Public Law 91-596), as amended, (c) Fair Labor Standards Act, as amended, and (d) the goods and services furnished hereunder are free of any claims or liens of whatever nature whether rightful or otherwise of any person, corporation, partnership, or association.
- 4. MODIFICATIONS.** This order can be modified or rescinded only in writing by the parties or their duly authorized agents.
- 5. TERMINATION.** The County may, by written notice to the Supplier, terminate this order, in whole or in part, at any time, either for the County's convenience or because of the failure of the Supplier to fulfill Supplier's agreement obligations. Upon receipt of such notice, Supplier shall discontinue all deliveries affected unless the notice directs otherwise. In such event, County shall be liable only for materials or components procured, or work done, or supplies partially fabricated within the authorization of this order. In no event shall County be liable for incidental or consequential damages by reason of such termination.
- 6. INDEMNIFICATION.** Supplier agrees to protect, indemnify, save, and hold harmless County, its officers, and employees from and against all losses, costs, and expenses, and from and against all claims, demands, suits, and actions for damages, losses, costs, and expenses and from and against all liability awards, claims of patent infringement, judgments, and decrees of whatsoever nature for any and all damages to property of the County or others of whatsoever nature and for any and all injury to any persons arising out of or resulting from the negligence of Supplier, breach of this order in the manufacture of goods, from any defect in materials or workmanship, from the failure of the goods to perform to its full capacity as specified in the order, specification, or other data, or from the breach of any express or implied warranties. The remedies afforded to the County by this clause are cumulative with, and in no way effect any other legal remedy the County may have under this order or at law.
- 7. INSURANCE.** Supplier shall obtain and maintain in force adequate insurance as directed by the County. Supplier may also be required to carry workers' compensation insurance in accordance with the laws of the State of Florida. Supplier shall furnish County with Certificate of Insurance for all service related purchase orders and other specialized services performed at Supplier's location. Any certificate requested shall be provided to the Purchasing and Contracts Division within ten (10) days from notice. Supplier shall notify the County in the event of cancellation, material change, or alteration related to the Supplier's Insurance Certificate. All policies shall name Seminole County as an additional insured.
- 8. INSPECTION.** All goods and services are subject to inspection and rejection by the County at any time including during their manufacture, construction, or preparation notwithstanding any prior payment or inspection. Without limiting any of the rights it may have, the County, at its option, may require the Supplier, at the Supplier's expense, to: (a) promptly repair or replace any or all rejected goods, or to cure or re-
- perform any or all rejected services, or (b) to refund the price of any or all rejected goods or services. All such rejected goods will be held for the Supplier's prompt inspection at the Supplier's risk. Nothing contained herein shall relieve, in any way, the Supplier from the obligation of testing, inspection, and quality control.
- 9. TAXES.** Seminole County Government is a non-profit organization and not subject to tax.
- 10. FLORIDA PROMPT PAYMENT ACT.** Suppliers shall be paid in accordance with the State of Florida Prompt Payment Act, Section 218.70, Florida Statutes, upon submission of proper invoice(s) to County Finance Department, P. O. Box 8080, Sanford, Florida 32772. Invoices are to be billed at the prices stipulated on the purchase order. All invoices must reference Seminole County's order number.
- 11. PAYMENT TERMS.** It shall be understood that the cash discount period to the County will be from the date of the invoice and not from the receipt of goods/services.
- 12. PRICE PROTECTION.** Supplier warrants that the price(s) set forth herein are equal to the lowest net price and the terms and conditions of sale are as favorable as the price(s), terms, and conditions afforded by the Supplier to any other customer for goods or services of comparable grade or quality during the term hereof. Supplier agrees that any price reductions made in the goods or services covered by this order, subsequent to its acceptance but prior to payment thereof, will be applicable to this order.
- 13. PACKAGING AND SHIPPING.** Unless otherwise specified, all products shall be packed, packaged, marked, and otherwise prepared for shipment in a manner that is: (a) in accordance with good commercial practice; and (b) acceptable to common carriers for shipment at the lowest rate for the particular product, and in accordance with ICC regulations, and adequate to insure safe arrival of the product at the named destination and for storage and protection against weather. Supplier shall mark all containers with necessary lifting, handling, and shipping information, and also this order number, date of shipment, and the name of the consignee and consignor. An itemized packing sheet must accompany each shipment. All shipments, unless specified differently, shall be FOB destination.
- 14. QUANTITY.** The quantities of goods, as indicated on the face hereof, must not be exceeded without prior written authorization from County. Excess quantities may be returned to Supplier at Supplier's expense.
- 15. ASSIGNMENT.** Supplier may not assign, transfer, or subcontract this order or any right or obligation hereunder without County's written consent. Any purported assignment transfer or subcontract shall be null and void.
- 16. EQUAL OPPORTUNITY EMPLOYER.** The County is an Equal Employment Opportunity (EEO) employer, and as such requires all Suppliers or vendors to comply with EEO regulations with regards to gender, age, race, veteran status, country of origin, and creed as may be applicable to the Supplier. Any subcontracts entered into shall make reference to this clause with the same degree of application being encouraged. When applicable, the Supplier shall comply with all State and Federal EEO regulations.
- 17. RIGHT TO AUDIT RECORDS.** The County shall be entitled to audit the books and records of Supplier to the extent that such books and records relate to the performance of the order or any supplement to the order. Supplier shall maintain such books and records for a period of three (3) years from the date of final payment under the order unless the County otherwise authorizes a shorter period in writing.
- 18. FISCAL YEAR FUNDING APPROPRIATION.** Unless otherwise provided by law, an order for supplies and/or services may be entered into for any period of time deemed to be in the best interest of the County provided the term of the order and conditions of renewal or extension, if any, are included in the solicitations, and funds are available for the initial fiscal period of the order. Payment and performance obligations for succeeding fiscal periods shall be subject to the annual appropriation by County.
- 19. FAILURE TO ACCEPT PURCHASE ORDER.** Failure of the Supplier to accept the order as specified may be cause for cancellation of the award. Suppliers who default are subject to suspension and/or debarment.
- 20. AGREEMENT AND PURCHASE ORDER IN CONFLICT.** Whenever the terms and conditions of the Main/Master Agreement conflict with any Purchase Order issued pursuant to it, the Main/Master Agreement shall prevail.
- 21. FLORIDA PUBLIC RECORDS ACT.** Vendor must allow public access to all documents, papers, letters or other material, whether made or received in conjunction with this Purchase Order which are subject to the public records act, Chapter 119, Florida Statutes.



# City of Flagler Beach

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P.O. Box 70 • 105 South 2nd Street  
Flagler Beach, Florida 32136

Phone (386) 517-2000 • Fax (386) 517-2008

Mike George  
Operation Sales Manager  
R & M Service Solutions  
39015 County Road 54  
Zephyrhills, Florida 33542

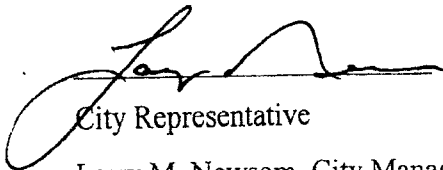
December 16, 2016

## NOTICE OF SELECTION

Based on your submittal of qualifications, you are hereby selected by The City of Flagler Beach for Hydrant and Valve Installation, Repair and Maintenance Services that are identified in your quote # FLBID-16030

Due to your company's history of experience with maintenance of hydrants as noted from your contract with Seminole County, the City of Flagler Beach determined your company is best qualified for the repairs and replacement of hydrants within Flagler Beach. We look forward to working with you.

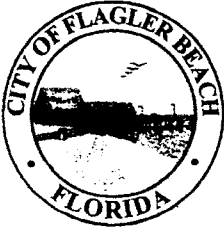
City of Flagler Beach



City Representative

Larry M. Newsom, City Manager

12/21/16  
Date



# City of Flagler Beach

P.O. Box 70 • 105 South 2nd Street  
Flagler Beach, Florida 32136

Phone (386) 517-2000 • Fax (386) 517-2008

Mike George  
Operation Sales Manager  
R & M Service Solutions  
39015 County Road 54  
Zephyrhills, Florida 33542

December 16, 2016

## NOTICE TO PROCEED

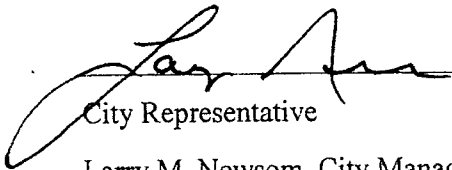
The City of Flagler Beach hereby gives R & M Service Solutions, the *Notice to Proceed* with fire hydrant maintenance, replacement, and repairs within the City of Flagler Beach.

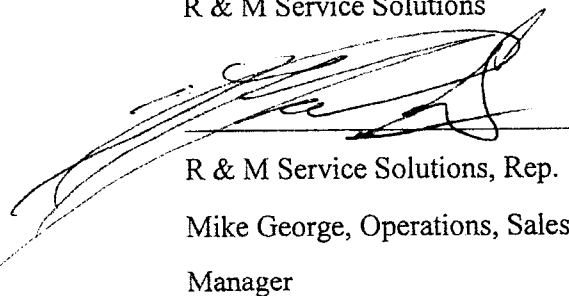
On the basis of this action, you are authorized to proceed in accordance with the work identified in your December 1, 2016 quote No. FLBID-16030.

*Notice to Proceed* is hereby given and begins on signature date and all work is to be completed before September 30, 2017, with a cost not to exceed \$25,774.76 unless additional approval is granted by City Manager.

City of Flagler Beach

R & M Service Solutions

  
City Representative  
Larry M. Newsom, City Manager

  
R & M Service Solutions, Rep.  
Mike George, Operations, Sales  
Manager

12/21/16  
Date

12-22-16  
Date





#  
10

CITY OF FLAGLER BEACH  
WASTE WATER TREATMENT PLANT IMPROVEMENTS  
LEGISLATIVE FUNDING REQUEST 2016/2017

The City of Flagler Beach has invested more than \$1,333,588 in the last three years to maintain and improve the waste water processing plant servicing citizens in the City of Flagler Beach and parts of unincorporated Flagler County. But more needs to be done. The attached document identifies a modern method of waste disposal that will allow the City to produce Class B fertilizer and eliminate its antiquated drying beds. This \$1.5 Million improvement will raise the level of service to our residents while at the same time reducing operational costs; it will lessen the amount of labor-intensive maintenance; and it mitigates environmental risk. At completion, this major phase will place our facility in a sustainable condition status wherein routine maintenance is all that is required.

As a small city with an even smaller operational budget, in order to finance this needed improvement, we are requesting your assistance.

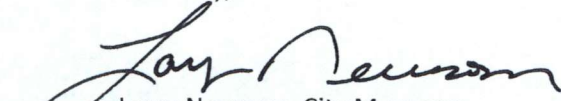
Total Cost for Engineering and Construction:

**\$1,500,000**

The City has recently begun the process of applying for a State Revolving Fund low-interest loan for \$1.5 Million. A Legislative grant of **\$750,000 is a 50/50 match** and would go far in reducing the financial burden on the City of Flagler Beach.

Thank you for your consideration on helping us to become a partner for a better environment.

Sincerely,

  
Larry Newsom, City Manager  
Flagler Beach, Florida



The City of Flagler Beach is committed to improving the operation and final by-product of its City-owned Waste Water Treatment Plant.

Over the last three years, the City of Flagler Beach has spent over \$1.3 Million in engineering studies, design, and actual construction improvements at its Waste Water Treatment Plant. Last year an evaluation was conducted of the Plant's capacity to meet an increase in demand as the City experiences customer growth. City utility fees from an Enterprise Fund were the sole source of the funding -- the City did not rely on grants or loans for these necessary upgrades.

Today, the City is eager to find a source of funding for its next major phase of modernization and sustainability: the capability to produce a useful product, Class B Biosolids, and at the same time eliminate the antiquated drying beds at the WWTP.

#### Background – Drying Beds

Currently the City's WWTP discharges its digested liquid sludge to four (4) open drying beds for dewatering. Sludge is dewatered partly through the process of evaporation and partly by filtering through a sand medium at the bottom of the beds. Each bed is 100 feet x 40 feet and can accommodate approximately 18 inches of sludge.

Removal of the dewatered sludge from the drying beds is performed manually by day laborers using shovels. The sludge is pitched into dumpsters for hauling and disposal by a contract company. But the process is weather dependent. During the rainy season, it is not unusual for the drying process to take weeks to complete. Providing ample storage for incoming waste can be a problem.

When sludge from the drying beds cannot be disposed of on a regular basis due to rainy weather, the Plant is forced to recirculate its wastewater, disrupting the biological process, and resulting in lower nitrogen removal. This less-than-optimal situation exerts additional wear and tear on pumps, pipes and valves. Sometimes it is necessary to hire tanker trucks to haul liquid sludge, which is extremely labor intensive, inefficient because of reduced hauling capacity, and much more expensive. The City has spent \$112,518 for sludge disposal in the last three years.



Drying Beds

#### Alternative Improvement

An alternative method is to install a modern system of sludge dewatering that would produce a Class B Biosolids product.

A private, waste-technology company with its home office in Florida, has a patented chemical treatment process to convert biosolids and organic waste into a Class B biosolid. Called a "digester in a box", the sludge treatment and dewatering process would be housed in an existing building at the Plant, with approximately 2,500 square feet of floor space for the equipment.

This process produces Class B Biosolids in a matter of minutes. It uses sulfuric acid (50%) and sodium chlorite (15%) to generate chlorine dioxide. The ClO<sub>2</sub> is injected into the sludge stream for disinfection and deodorization. Benefits include a reduction in energy costs, no odor is generated, and it is an environmentally sound process.

Similar systems are being used successfully in other Florida communities, such as the Cities of Starke, Deltona, and Fort Pierce; Clay County Utility Authority; and NAS Jacksonville.

At an estimated cost of \$1.5 Million, the CleanB system eliminates drying beds, the associated labor and transportation fees to a landfill, and removes the environmental risk of storing sludge on the ground. The system would place the City at the forefront of modern waste removal and production methodology, in anticipation of expanding our service area in Flagler County and meeting the needs of future growth.



To summarize the City's expenditures and needs:

Project	Status	Description	Cost	Funding Source
Phase 1 Improvements	Completed, 2013-2016	Studies, aerators, Barscreen, N clarifier	\$ 912,338	Enterprise Fund City Utility Fees
Phase 2 Improvements	2016-2017	S clarifier, oxidation ditch, disinfectant contact chamber, fiberglass launder covers	\$ 421,250	Enterprise Fund City Utility Fees
Phase 3 Proposed	Possibly late 2017 - 2018	CleanB Biosolids	\$ 1,500,000	Seeking grants

## **2017 LEGISLATIVE REQUEST LIST**

### **CITY OF FLAGLER BEACH FLORIDA**

#### **CONSIDERATION TO ENSURE NO UNFUNDED FINANCIAL MANDATES TO LOCAL MUNICIPALITIES:**

**Background:** Unexpected financial directives issued by legislators can have a negative impact on local governments. Unfunded mandates takes money away from programs intended to support or improve the quality of life of our citizens. An alternative would be to engage local governments in program-specific partnerships with state and/or federal agencies in order to provide a level of service above and beyond the basic necessities.

**Requested Action:** No unfunded mandates and more opportunities for program-specific partnerships.

**Effect:** Program-specific partnerships with cost-share budgets helps cities direct funding to projects particular to the local economy.

#### **WATER QUALITY AND WASTE WATER INFRASTRUCTURE:**

**Background:** Many communities continue to rely on decades-old water and wastewater infrastructure. In coastal communities, potable water lines are subject to saltwater intrusion. Corroding metal sewer system pipes and deteriorating lift stations pose a constant threat to the environment. Some communities still allow private septic systems because of the financial burden of extending sewer lines and putting the onus on its residents to pay impact fees. New wells need to be drilled to keep up with population growth and to provide the necessary water pressure for fire hydrants.

**Requested Action:** Increase both the number and the dollar amount of grants offered by federal and state agencies to small and rural communities in order to improve their water and waste water facilities. Provide the needed resources for communities to implement new technological improvements that will lower energy demands while meeting a higher demand.

**Effect:** Encourages local governments to plan their budgets properly and seek additional funding opportunities. This reduces the probability of a local facility becoming a burden to the State.

#### **FLAGLER BEACH RESTORATION**

**Background:** Flagler Beach has a tourist-dependent economy. In 2002, House Resolution 2676 provided for the U.S. Army Corp of Engineers to conduct a Feasibility Study of Flagler County's coastline for Beach Renourishment. The recommendation from that study was to provide shoreline protection to 2.6 miles in Flagler Beach to extend the dune 10 feet and protect SR A1A. A Joint Participation Agreement between Flagler County and FDOT was to provide \$1 Million for the design phase and \$3.8 Million for the construction phase. Additional funding is being sought from FDOT, FDEP (which will help fund construction up to 50%), the Tourist Development Council, and federal funds.

**Requested Action:** That the State of Florida promotes the funding of beach renourishment programs through partnerships with state agencies and local governments.

**Effect:** The preservation of a vital recreational resource and a section of scenic highway State Route A1A that through local, national, and international tourism has a high-impact, positive effect on the City's and County's economy.

## **MUNICIPAL ELECTION DATES**

**Background:** In the 2016 legislative session, House Bill 7059 was introduced to standardize various local government election dates. This Bill would have preempted to the state the authority to establish the dates of an election of municipal officers. The proposed Bill died and was not considered by the Senate. There is an expectation that this proposed Bill will be reintroduced in the 2017 legislative session.

**Request:** Take no action to change the existing process on municipal election dates.

**Effect:** Keeping the status quo allows the "Home Rule" concept to remain intact.

## **COMMUNICATION SERVICE TAX**

**Background:** Senate Bill 256 was introduced in the 2016 Legislative session to reduce the state's portion of the communication service tax (CST) by 2.0%. This would lower the general state rate from 4.92% to 2.92%, and the direct-to-home satellite rate from 9.07% to 7.07%. This could result in a reduction in the amount of revenue that the state shares with local governments.

**Requested Action:** Do not reduce the percentages allocated to local municipalities.

**Effect:** With no reduction in shared funds, the City will not have to redirect funds from important projects to maintain an expected quality of service.



# **Proposed Priority Recommendations**

## **Energy, Environment & Natural Resources**

- A. Sustainable Florida

## **Finance, Taxation & Personnel**

- A. Communications Services Tax and Local Business Tax Protection
- B. Municipal Levy of the Local Option Infrastructure Surtax

## **Growth Management and Economic Affairs**

- A. Community Redevelopment Agencies
- B. Impact Fees

## **Transportation and Intergovernmental Relations**

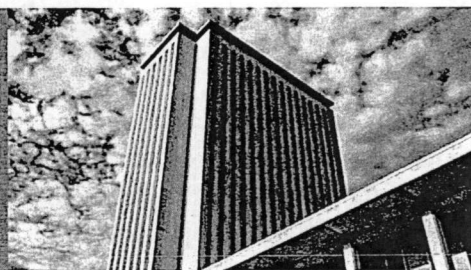
- A. Drones
- B. Transportation Funding

## **Urban Administration**

- A. Public Records
- B. Short-Term Rentals



# 2017 Legislative Action Agenda



## Sustainable Florida

### Proposed Priority:

The Florida League of Cities SUPPORTS measures that promote a sustainable Florida, including legislation that:

- Incentivizes the development and expansion of reclaimed water while protecting public ratepayer investments in reclaimed water infrastructure;
- Assists municipal utilities in addressing infrastructure deficits;
- Maintains the authority of municipalities to operate public utilities;
- Protects and improves the quality of water including surface water, drinking water, and aquifers;
- Imposes a statewide ban on hydraulic fracturing;
- Increases the ability of local governments to address water quality impairment attributable to excess nutrients; and
- Increases state and local efforts to mitigate and adapt to increasing tidal and stormwater flooding.

### Background:

Florida faces myriad challenges to the sustainability of its water resources and infrastructure. The state's water quality and its water supplies are threatened by decades of pollution and overuse from multiple causes. The state and its local governments must increase development of alternative water supplies to meet the growing demands of Florida's population and its agricultural industry. At the same time, the state, local governments, business, and agriculture must address water quality impacts attributable to their activities. Local government infrastructure is impaired by and remains vulnerable to flooding from tidal activity and extreme weather. The impacts from these natural hazards, on top of an existing multibillion-dollar infrastructure deficit, threaten the quality of life for Florida's residents and the state's economic competitiveness. State government, local governments, businesses, industry, and residents have a shared responsibility to address these sustainability challenges. Potential solutions should be coordinated among all levels of government, include both long and short term strategies, and maximize the return on investment of limited public resources.

#### *I. Water Quality & Infrastructure:*

Excess nutrients, such as nitrogen and phosphorus, significantly contribute to water quality problems throughout the state. These excess nutrients come from a variety of sources. State and federal laws require local governments to reduce nutrient pollution attributable to consumer fertilizer use and problematic septic systems. Local government strategies for reducing nutrient pollution include restrictions on the use of consumer fertilizer and requirements to inspect, repair, or replace impaired septic systems, or to convert septic systems to central sewer.

Contact: Rebecca O'Hara, Senior Legislative Advocate – 850-701-3692 – rohara@flcities.com

Local governments wishing to mitigate nutrient pollution from problematic septic systems face practical, economic and political hurdles. Restrictive state laws limit the use of local government septic system inspection programs, making it difficult to identify and focus limited resources on problem areas. Septic system repair, replacement, or conversion to central sewer can be costly for homeowners and local governments. Mandatory central sewer connection requirements are frequently opposed by property rights advocates.

Water quality impairment in Lake Okeechobee, the Caloosahatchie and St. Lucie estuaries, and the Indian River Lagoon has contributed to recent widespread algae blooms, fish kills and wildlife mortality in these ecosystems. The causes of and solutions to these problems are highly disputed. Some blame agricultural operations in the region and are advocating for accelerated acquisition of agricultural land for water storage. Others blame nonpoint source pollution from surrounding urban and suburban areas and are advocating for septic system replacement and remediation.

Water and wastewater infrastructure deficits, left unaddressed, may exacerbate the state's water quality problems. Communities in Florida and throughout the U.S. have aged and failing infrastructure. Even infrastructure in good repair can become overwhelmed during unusual storm events, causing sewage overflows. Infrastructure in coastal areas is becoming increasingly compromised by recurring flooding from tidal intrusion. The cost to repair and replace infrastructure is substantial, and current investments are not able to keep up with need. As such, infrastructure deficits persist in Florida and throughout the nation. According to 2012 estimates, anywhere from \$12.8 billion – \$16.5 billion is needed to improve Florida's drinking water infrastructure to ensure it is safe for the next 20 years, and \$19.6 billion is needed for Florida's wastewater systems.

## *II. Alternative Water Supplies – Reclaimed Water*

Florida is a national leader in the reuse of reclaimed water, overall reusing about 43 percent each year. Reclaimed water is water that has received at least secondary treatment and basic disinfection and is reused after flowing out of a domestic wastewater treatment facility. Reclaimed water is becoming an important alternative water supply source that serves as a substitute for water that would otherwise be withdrawn from freshwater ground or surface water sources. Reuse of reclaimed water also reduces the reliance on traditional methods of wastewater disposal such as surface water discharges, ocean outfalls, or deep-well injection. The cost of developing and providing reclaimed water is much higher than the cost of traditional water sources. State restrictions on how a water utility may use or allocate reclaimed water could undermine the investments made by that utility's ratepayers to develop this resource, and compromise the utility's ability to secure financing for future systems.

## *III. Hydraulic Fracturing – Potential Impacts to Water Quality*

Hydraulic fracturing and acid fracturing (collectively, "fracking") involves the pressurized injection of fluids into rock formations to allow oil and gas to escape. Florida's oil and gas permitting law is outdated and does not address fracking. Currently, an operator is not required to obtain additional state authorization before using fracking at an existing, permitted well. Fracking may have adverse environmental impacts, particularly in Florida, due to the state's porous limestone substrate and its aquifers.



#### IV. *Flood Mitigation & Adaptation*

Florida is vulnerable to frequent and recurring flooding from tidal events and stormwater. These events are increasing in frequency, and threaten municipal infrastructure, public safety, and the state's tourism industry. In coastal and nearshore areas, seasonal high tides regularly flood downtown areas, sewer systems, and canals, and have accelerated salt water intrusion into drinking water supplies. Communities throughout Florida are vulnerable to stormwater flooding caused by extreme weather events. Strategies to adapt to and mitigate the potential impacts of these increasing natural hazards will require coordination among all levels of state and local government.

##### **Status:**

###### *Water Quality:*

SB 552 (Appropriations), passed in 2016, requires local governments within defined springsheds to implement an urban landscape fertilizer ordinance by July 2017. Local governments and stakeholders in these springsheds are required to jointly develop a septic tank remediation plan if septic tanks contribute at least 20 percent of nonpoint source pollution. HB 989 (Harrell, Caldwell), passed in 2016, dedicates specified percentages of state conservation funds for projects benefitting the Everglades and surrounding estuaries, Lake Apopka and springs. One of Senate President Negron's priorities for the 2017 session is legislation to address problems associated with water discharges from Lake Okeechobee. Representative Kathleen Peters intends to file legislation in 2017 that may require water and wastewater utilities to upgrade, expand or repair infrastructure that has caused or which may contribute to sewer overflows.

###### *Reclaimed Water:*

Senator Simpson plans to file legislation in the 2017 session intended to increase the use of reclaimed water and to curtail wastewater discharges.

###### *Hydraulic Fracturing:*

Bills filed in the 2016 session would have updated Florida's oil and gas law to specifically regulate fracking, but would have also preempted local governments from regulating any oil and gas activity. The bills died for lack of votes in the Senate. Several Senators have filed, and more intend to file, bills for the 2017 session that would impose a statewide ban on fracking.

###### *Flood Mitigation & Adaptation:*

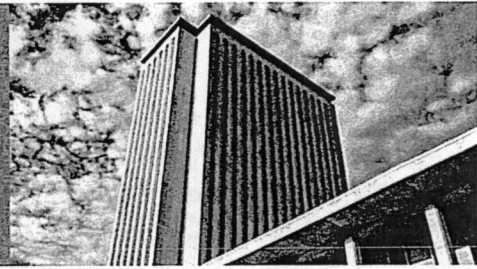
SB 1094 (Brandes), passed in 2015, requires local government comprehensive plans to include strategies to reduce the flood risk in coastal areas that result from "high tide events, storm surge, flash floods, stormwater runoff, and the related impacts of sea-level rise." Several bills intended to address flooding and hazard mitigation were filed in the 2016 session, but failed to pass. SB 112 (Brandes) has been filed for the 2017 session. The bill authorizes the Division of Emergency Management to administer a matching grant program to provide up to \$50 million in assistance (subject to appropriations) to local government to implement certain flood risk reduction policies and projects.

Revised: 12/08/2016

Contact: Rebecca O'Hara, Senior Legislative Advocate— 850-701-3692 – rohara@flcities.com



# 2017 Legislative Action Agenda



## Communications Services Tax and Local Business Tax Protection

### Proposed Priority Statement:

The Florida League of Cities SUPPORTS legislation that protects general revenues collected from the communications services tax and the local business tax. These revenues are essential to providing municipal services, such as public safety, constructing and maintaining transportation infrastructure and providing for public parks and open spaces. A diversified revenue base is necessary for the fiscal stability of local governments and improves their ability to serve citizens and businesses.

### Background:

#### *Communications Services Tax*

In 2000, the Florida Legislature restructured taxes and fees on telecommunications, cable, direct-to-home satellite and related services under the Communication Services Simplifications Act. This act replaced and consolidated seven different state and local taxes and fees into a single tax that has two centrally administered parts, the state and the local communications services tax (CST). The local CST is one of the main sources of locally levied general revenue for municipalities, providing them with more than \$421 million annually. Counties collect nearly \$234 million a year. The State of Florida collects approximately \$600 million, including direct-to-home satellite, and shares a portion of those revenues with cities through the Municipal Revenue Sharing Program and Local Half-Cent Sales Tax Program. These revenues may be used for any public purpose, including pledging the revenues to secure bonds.

The CST applies to telecommunications, video, direct-to-home satellite and related services. The definition of communications services encompasses voice, data, audio, video, or any other information or signals transmitted by any medium. Examples of services subject to the tax include local, long distance and toll telephones; voice over Internet protocol telephones; video services; video streaming; direct-to-home satellite; mobile communications; private line services; pagers and beepers; telephone charges made at a hotel or motel; facsimiles; and telex, telegram and teletype. The tax is imposed on retail sales of communications services that originate and terminate in Florida or are billed to an address within the state.

The Florida CST includes both a state tax and a gross receipts tax. Communications services, except direct-to-home satellite service, are subject to the state tax of 4.92 percent and the gross receipts tax of 2.52 percent. Direct-to-home satellite service is subject to the state tax of 9.07 percent and the gross receipts tax of 2.37 percent.

A county or municipality may authorize the levy of a local CST. The local tax rates vary depending on the type of local government. For municipalities that have not chosen to levy permit fees, the tax may be levied at a rate of up to 5.1 percent. For municipalities that have chosen to levy permit fees, the tax may be levied at a rate of up to 4.98 percent. In addition to the local CST, any

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local option sales tax that a county or school board has levied is imposed as a local CST.

Over the past few years, the economy, legislation and changes in technology have eroded the tax base for the CST. Additionally, there has been a movement by the Florida Legislature to reduce the total tax rate, both on the state and local CST.

#### *Local Business Tax*

Currently, a municipality may impose a local business tax for the privilege of engaging in or managing a business, profession or occupation within its jurisdiction. The amount of the tax, as well as the occupations and businesses on which the tax is imposed, is determined by the local government. Local business tax revenues collected by municipalities are used to assist funding of services critical to business, such as zoning, permitting, code enforcement, and police and fire. Local governments may also use business tax revenues to help fund other vital services, such as economic development programs that present a direct benefit to businesses through the marketing of local areas. Many municipalities use the business tax as general revenue funds and have pledged these revenues to secure debt. Collections for municipal local business tax revenues are approximately \$140 million annually.

Reducing either of these vital sources of general revenue would require municipalities to increase taxes, fees and millage or cut services to make up for this financial loss.

#### **Status:**

##### *Communications Services Tax*

In 2015, the Legislature passed HB 33A, which included a 1.73 percent reduction in the state CST rate and the direct-to-home-satellite rate. The bill included a “hold harmless” provision that protects local governments by modifying the revenue sharing distribution formulas to offset the negative recurring impact caused by the reduction in revenues shared with local governments.

In June 2015, the First District Court of Appeal overturned a lower court’s favorable ruling regarding the constitutionality of the direct-to-home satellite rate. The original lawsuit, from May 2005, alleged that the direct-to-home satellite rate was unconstitutional because by imposing the CST at a rate of approximately 60 percent higher on out-of-state satellite TV companies versus in-state cable companies, the tax unfairly discriminated against out-of-state companies and, therefore, violated both the Commerce Clause and the Equal Protection Clause of the U.S. Constitution. The Department of Revenue appealed this decision and the Florida Supreme Court heard oral arguments in April 2016. The Florida Supreme Court has not yet issued an opinion on this case so the impact on the structure of the CST is unknown.

##### *Local Business Tax*

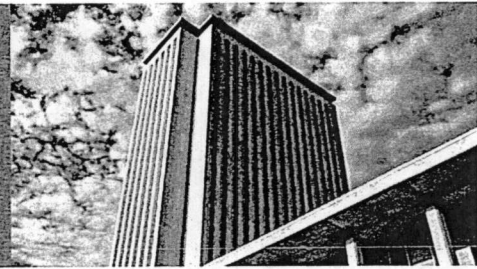
No bills were filed in 2015 or 2016 that repealed or reformed the local business tax.

Revised: 12/08/2016

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# 2017 Legislative Action Agenda



## Municipal Levy of the Local Option Infrastructure Surtax

### Proposed Priority Statement:

The Florida League of Cities SUPPORTS legislation that provides a mechanism for municipalities to levy the Local Government Infrastructure Surtax, if approved by voters.

### Background:

There are eight statutorily authorized local option sales surtaxes: the Charter County and Regional Transportation System Surtax, the Local Government Infrastructure Surtax, the Small County Surtax, the Indigent Care and Trauma Center Surtax, the County Public Hospital Surtax, the School Capital Outlay Surtax, the Voter-Approved Indigent Care Surtax, and the Emergency Fire Rescue Services and Facilities Surtax. Of the eight, only three surtaxes, the Local Government Infrastructure Surtax, the Small County Surtax, and the Emergency Fire Rescue Services and Facilities Surtax, require the proceeds to be shared with municipalities. The local option sales surtaxes apply to all transactions subject to the state tax imposed on sales, use, services, rentals, admissions and other authorized transactions authorized pursuant to Florida statutes.

The Local Government Infrastructure Surtax (the surtax) must be levied at the rate of one-half of 1 percent or 1 percent pursuant to an ordinance enacted by a majority vote of the county's governing body and approved by voters in a countywide referendum. In lieu of action by the county's governing body, municipalities representing a majority of the county's population may initiate the surtax through the adoption of uniform resolutions calling for a countywide referendum on the issue. If the proposal to levy the surtax is approved by a majority of the electors, the levy takes effect.

The surtax proceeds are distributed to the county and the municipalities within that county according to an interlocal agreement approved by the county's governing body and the governing bodies of the municipalities representing a majority of the county's municipal population. If there is no interlocal agreement, then the distribution will be based on the Local Government Half-Cent Sales Tax formula provided in Florida Statutes.

Generally, the proceeds must be expended to finance, plan and construct infrastructure; to acquire land for public recreation, conservation or protection of natural resources; or to finance the closure of local-government-owned solid waste landfills that have been closed or are required to be closed by order of the Department of Environmental Protection. Additional expenditure authority exists for select counties.

Under current law, a county cannot levy the Local Government Infrastructure, Small County, Indigent Care and Trauma Center Surtax and County Public Hospital surtaxes in excess of a combined rate of 1 percent. Based on the current levies of local option surtaxes, including local

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option sales surtaxes approved the November 2016 general election, 14 counties have capacity to levy the full 1 percent of the local infrastructure surtax and six counties have capacity to levy one-half a percent.

**Status:**

In 2016, no legislation was filed to expand the authority to levy the local government infrastructure surtax to municipalities. One bill passed, CS/CS/HB 447 (Raschein), which 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 area of critical state concern.

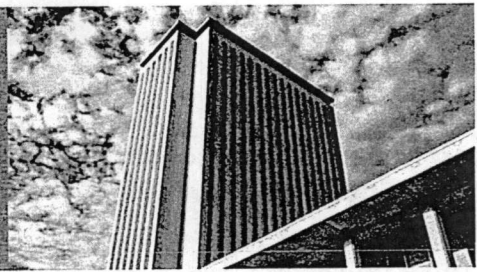
There was also legislation filed last session that would have expanded the allowable uses of this surtax. HB 689 (Stone) would have allowed a county and a municipality to use the proceeds and accrued interest of the local government infrastructure surtax for operating purposes if there was a reduction in the ad valorem levy in subsequent budget years. HB 689 died in committee. CS/SB 346 (Altman) and HB 995 (Mayfield) would have authorized a county to levy the local government infrastructure surtax for the purpose of funding capital projects to restore natural water bodies for public use, including tributaries, canals, stormwater conveyance systems and channels connected to natural water bodies. All three of these bills died in committee.

Revised: 12/08/2016

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# 2017 Legislative Action Agenda



## Community Redevelopment Agencies

### Proposed Priority Statement:

The Florida League of Cities SUPPORTS legislation to improve municipalities' use of community redevelopment agencies to effectively carry out redevelopment and community revitalization in accordance with home rule.

### Background:

There are currently 178 Community Redevelopment Agencies (CRAs) in the State of Florida. They were established to encourage new investment and job creation in urban areas that were blighted as a result of substantial growth moving away from the urban core.

For many years, residential development and commercial and governmental facilities were being built outside central urban areas. As these urban areas became vacant or underutilized, high crime rates followed, creating a decline in the economic and social vitality of many municipalities. Faced with these challenges, municipalities, working with their respective counties, have exercised their discretion to establish a CRA as a means for economic recovery in these areas.

Under Florida law (Chapter 163, Part III), local governments are able to designate areas as CRAs when certain conditions exist. Examples of conditions that can support the creation of a CRA include: the presence of substandard or inadequate structures, a shortage of affordable housing, inadequate infrastructure, insufficient roadways and inadequate parking. To document that the required conditions exist, the local government must survey the proposed redevelopment area and prepare a "Finding of Necessity". If the Finding of Necessity determines that the required conditions exist, the local government may create a CRA to provide the tax increment financing tools needed to foster and support redevelopment of the targeted area. This redevelopment tool is used by both Florida counties and cities of all sizes, from Miami-Dade County, Tampa, Orlando and Jacksonville, to Hernando County, Madison and Apalachicola to improve their targeted areas.

The tax increment used for financing projects is the difference between the amount of property tax revenue generated before the CRA designation and the amount of property tax revenue generated after the CRA designation. Since all the monies used in financing CRA activities are locally generated, CRAs are not overseen by the state; however, redevelopment plans for the CRAs must be consistent with local government comprehensive plans. This makes CRAs a specifically focused financing tool for redevelopment.

CRAs rely heavily on tax increment financing as a tool for redevelopment and to spur job growth. This financing system is very popular and successful because it provides specific public services without increasing or levying any new taxes. In addition, both residents and business owners favor this system because the taxes they pay on their investment are rewarded with direct benefits from the CRA. In many cases, these benefits have been in the form of infrastructure improvements and

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job growth. Also, unlike a city or county government, a CRA may utilize tax increment financing as a way to leverage these local public funds with private dollars to make redevelopment happen in public/private partnerships. This has been extremely successful throughout the state.

**Key Points:**

1. The state should be wary of attempts to restrict the use of tax increment financing, particularly if the debate is over money and control and not about the merits of revitalizing blighted areas. CRAs have demonstrated that the use of the funding dramatically improved the economic and social outcomes within the targeted areas. These outcomes benefit both cities and the counties and, more importantly, the taxpayers.
2. CRAs and tax incrementing financing have been integral tools for municipalities to provide improvements to run-down urban cores for more than 30 years. It is not in the state's best interest to restrict municipalities' ability to revitalize and redevelop areas that are struggling the most. This is especially true, given the sunset of the state funded Enterprise Zones program and the lack of alternative programs that address slum and blighted areas in Florida.
3. Redevelopment of an area can take different twists and turns to accommodate shifting circumstances, requiring the need for flexibility. Any attempt to increase bureaucratic or political interference would hinder the ability of the CRA to respond nimbly and comprehensively in implementing redevelopment initiatives.
4. On February 3, 2016, the Miami-Dade County Grand Jury filed a report titled "CRAs: The Good, the Bad and the Questionable." This report asserts that the highest priority of Florida's CRAs should be affordable housing. This view of CRAs incorrectly reduces and mislabels their value and core mission as versatile revitalization engines. The Grand Jury report asserts CRAs are not held accountable for their spending and therefore public tax dollars are being abused by city officials. This is incorrect. The use of TIF funds must be consistent with the redevelopment plans agreed to by the citizens in a community. Further, by allowing elected officials to serve as CRA board members, CRAs provide knowledgeable representation to taxpayers from individuals who are familiar with community needs. Ultimately, elected city officials are held accountable by their decisions.
5. Overall, the comprehensive community redevelopment plans that are created and implemented by CRAs are uniquely designed to address that area's specific needs for revitalization. Creating affordable housing is just one of the many roles that CRAs may play, and it should be part of a balanced economic development strategy. There are a variety of community, state and federal programs with the primary mission of providing affordable housing and CRAs consistently partner with and invest in these programs. The Florida Redevelopment Act, which governs CRAs, is designed to be adaptable to Florida's widely diverse communities.
6. Local governments create CRAs to respond to local needs and concerns to address slum and blight. CRA boards develop and administer a redevelopment plan for the blighted area. The CRA acts officially as a body distinct and separate from the governing body of a city or county, even when it is the same group of people.
7. At times, some county governments have been critical or uncooperative in the creation and expansion of CRAs by municipalities. These intergovernmental disputes have led to unnecessary

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conflicts between local governments. In some instances, questions regarding the interpretation of certain provisions of the Community Redevelopment Act are being disputed.

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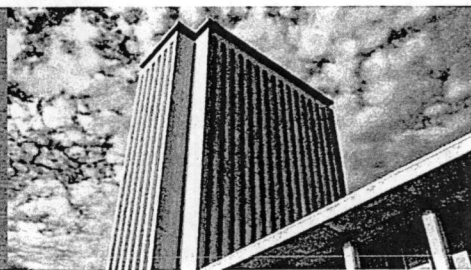
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2017

# Legislative Action Agenda



## Impact Fees

### Proposed Priority Statement:

The Florida League of Cities OPPOSES legislation that restricts a municipalities' Home Rule authority to set impact fees or transportation concurrency.

### Background:

Impact fees and transportation concurrency are mechanisms used by local governments to ensure that new developments pay for the infrastructure needs they create.

An impact fee is based on the proportionate share of the cost of the public facilities needed to serve new development. Florida law requires that calculation of an impact fee be based on the most recent and localized data. In addition, a city imposing an impact fee must provide a full accounting of reports detailing impact fee collections and expenditures.

Transportation concurrency is a state law that requires each local government in Florida to adopt a comprehensive plan and implement regulations that require adequate basic services and facilities be provided at the same time as, or *concurrent* with, any new development. For example, one of these required types of services is transportation facilities. The law states that a local government cannot approve a new development unless it finds that there will be adequate transportation facilities to serve the traffic from that new development at the time of occupancy.

Impact fees and transportation concurrency are adopted by ordinance, which is a legislative decision of the city's governing body. Current law authorizes municipalities to waive the collection of impact fees. As a result, some cities have made the local decision to waive them, hoping this will be a catalyst for economic development and foster growth. Other cities have examined their current infrastructure needs and concluded imposing impact fees or transportation concurrency is necessary to adequately fund the development or growth.

Developers have long argued that impact fees in Florida are excessive and unfair. Additionally, because the courts accord a high level of deference to the local governments' decision-making process, some developers feel that legal challenges to decisions regarding impact fees are almost impossible to win. In recent years, bills have been filed to limit or restrict a local government's ability to impose impact fees and transportation concurrency, or to make it easier for a developer to prevail in a legal challenge to an impact fee.

In 2016, the governor proposed language prohibiting local governments from imposing impact fees and transportation concurrency on small businesses of 12 or fewer employees for commercial buildings less than 6,000 square feet. The governor's proposed legislation included a provision allowing local governments to "opt out" of this prohibition by a super majority vote of the local

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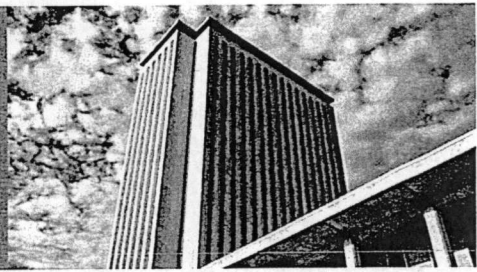
governing body. Ultimately, this provision was adopted by the House in CS/HB 1325 (Boyd) but failed to pass when it was not considered by the Senate.

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# 2017 Legislative Action Agenda



## Drones

### Proposed Priority Statement:

The Florida League of Cities SUPPORTS legislation that allows first responders to use drone technology to save lives and protect people and property. In addition, such legislation should allow municipalities to continue to apply generally applicable law to regulate drone technology to ensure public safety and retain quality of life while protecting civil liberty.

### Background:

Current law prohibits a person, state agency or political subdivision from using a drone to record an image of privately owned real property or people on private property with the intent to conduct surveillance on the individual or property and without written consent to do so. An exception for certain law enforcement agency activity was expanded in 2015 to include activities by property appraisers, utilities, aerial mappers, cargo delivery systems and any other person or entity engaged in a business licensed by the state and subject to certain conditions.

Municipalities should have the ability to craft their own drone ordinances to encourage innovation while also protecting the safety of their citizens. Local governments should retain their land use and zoning powers to designate when and where drones may take off, land and operate, as well as any operation limitations or criteria. In addition, local governments should have the ability to punish a drone operator for operating an unmanned aircraft in a manner that recklessly endangers persons or property.

Courts have regularly held that municipalities have the right, pursuant to their respective police powers, to regulate the use of land in any rational way, and such zoning decisions will be afforded a presumption of validity. Accordingly, it is likely a regulation governing where an aircraft can takeoff and/or land will be constitutionally valid unless it is found to be "clearly arbitrary and unreasonable, having no substantial relationship to the public health, safety, moral or general welfare." Cities have substantial authority in this area, as regulations enacted with the stated purpose of protecting public safety, public health, aesthetics and the general welfare are regularly found to be a legitimate exercise of a municipalities police power.

However, drones present unique challenges and concerns for cities. Drones raise safety, privacy, nuisance and trespassing concerns, all of which are compounded by the lack of accountability associated with most drone operations today. Drones can be operated remotely, making it difficult to identify operators who fly recklessly, harass individuals or cause injury to persons or property.

There are numerous safety concerns as they relate to drones. One public safety concern is what happens when drones (of all sizes) fail and fall out of the sky. Cities may have to deal with questions of liability when drones malfunction, crash, are taken over by hackers, or otherwise are rendered beyond the control of their operator. There have been numerous reported incidents involving

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drones crashing into city streets, injuring pedestrians and otherwise causing harm on the ground and in low-altitude airspace, which are of great concern to cities.

**Status:**

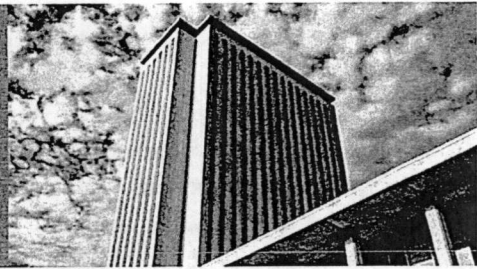
No legislation was filed during the 2016 legislative session. However, legislation relating to the preemption of local government regarding drone regulation is expected to be filed for the 2017 legislative session.

**Revised:** 12/08/2016

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# 2017 Legislative Action Agenda



## Transportation Funding

### Proposed Priority Statement:

The Florida League of Cities SUPPORTS legislation that provides alternative revenue sources and enhanced transit funding for local government.

### Background:

Municipalities have limited revenue options for funding transportation projects. A major portion of transportation funding flows to municipalities through the county, state and federal governments. Much of that funding is generated through a tax on gasoline. Recent data has shown that gas tax revenues at both the state and federal levels have decreased dramatically, primarily due to an increase in the number of fuel efficient vehicles on the road. More fuel efficient vehicles means less gas is being purchased, resulting in lower gas tax revenues. As vehicles will only become more fuel efficient, gas tax revenue is forecasted to continue to decrease. To compound this loss in revenue, the federal gas tax was last increased in 1997, the state gas tax in 1943, the county gas tax in 1941 and the municipal gas tax in 1971. None of these taxes are indexed for inflation; therefore, the real rate of tax has remained static and actual revenues have declined.

In addition, municipalities lack options to increase revenue to fund local transportation projects. For example, charter counties may currently hold a referendum on whether to impose up to a 1 percent sales tax to fund transportation infrastructure projects. Also, Florida statutes allow each county to levy up to 12 additional cents per gallon of fuel. The proceeds of these "extra" fuel taxes are distributed by interlocal agreement or by a statutory formula that is not favorable to municipalities. Municipalities lack the authority to impose these fuel taxes. This can be problematic when there are disparities between the transportation needs of municipalities versus those of the more rural areas of the county at large. For example, a referendum was held in Hillsborough County to enact such a tax. The tax was defeated countywide; however, if the election results are broken down by municipality, a majority of the residents of Tampa voted to approve the tax. Extending such transportation revenue options to municipalities would allow greater flexibility to fund their unique transportation needs.

Transportation projects are often the catalyst for economic development and the result of growth within a community. As municipalities lack options to increase revenue and continue to struggle to fund local transportation projects, increased and alternative funding sources at the state level is a necessity. Creating a revenue source from transportation network companies (TNCs) such as Uber or Lyft to be remitted back to the municipalities in which the rides originated would create a new funding mechanism to help offset the decline of transportation dollars and address transit funding issues.

### Status:

CS/CS/HB 509 (Gaetz), a comprehensive bill filed during the 2016 legislative session, would have preempted local governments from regulating TNCs such as Uber or Lyft. The bill would have

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established a statewide regulatory scheme that included insurance coverage standards, fare and rate disclosure requirements, antidiscrimination policies, background checks (Level 2 not required) and other consumer protections. The bill would have prohibited a local government from imposing a tax on, requiring a license, or subjecting a TNC or a driver to the governmental entity's rate, entry, operational or any other requirements. CS/CS/HB 509 died on the Senate floor. It is expected that similar legislation will be filed for the 2017 legislative session.

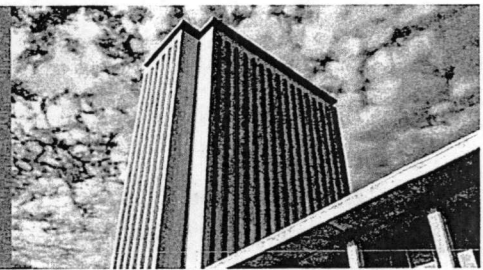
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# 2017 Legislative Action Agenda



## Public Records

### Priority Statement:

The Florida League of Cities SUPPORTS public records reform to discourage or eliminate schemes designed to generate violations of public records laws and disrupt agency operations.

### Background:

The Florida League of Cities believes that access to public records is a fundamental right and that this access improves transparency and accountability. Cities, as well as numerous other governmental entities, are required to comply with the public records laws in Chapter 119, Florida Statutes. While every city incurs some level of expenses in complying with public records requests, numerous cities have incurred extraordinary or unreasonable costs. The reasons for these extraordinary costs can vary, but include records requests clearly designed to be harassing in nature (either by the frequency of requests or the extent of any particular request); requests designed to generate a technical violation of the public records laws; and requests designed to do nothing more than serve as the basis of a lawsuit, typically with offers to the city to settle and pay attorney's fees and costs.

Several individuals and entities around the state have developed a "cottage industry" designed to produce technical violations of the public records laws. These individuals have a standard method of operation. They will frequently show up at a public office, or the office of a private entity providing services to the public entity, and demand to inspect remote or obscure documents (such as insurance coverage documents). The employees working in these offices may not be used to receiving public records requests, and are clearly not the "custodian of public records." (For cities, the custodian of public records is typically the city clerk.) In attempting to comply with the public records request, the staff members may technically violate the public records laws (e.g., asking the requestor for his or her name and contact number, asking the requestor to sign an entry log, stating that they believe the information requested is not subject to the public records laws, etc.). The next communication from the person making the public records request is service of a lawsuit alleging violations of the public records laws. Typically, these lawsuits are then followed by a request for settlement, demanding attorney's fees and costs.

Various individuals and entities have filed thousands of public records requests and hundreds of lawsuits. Recently, a judge in Duval County denied a request for attorney's fees in a public records lawsuit and called a plaintiff's actions "a baiting gesture meant to achieve personal financial gain; not a legitimate request for public records" and "nothing more than a scam." However, other judges around the state have opined that fees must be awarded until action is taken by the Legislature clarifying the issue.

**These schemes are designed to do nothing more than raid the public treasury at the expense of taxpayers.**

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Examples of various issues with public records laws:

- Since 2013, the Town of Gulf Stream has received more than 1,500 public records requests and has been the subject of 42 different public records lawsuits. The town has expended over \$350,000 in litigation defense.
- Two related public- records seeking entities have filed more than 140 lawsuits in 27 counties within one year (against governmental entities and those having contracts with governmental entities).
- A public-records-seeking individual claims to have filed almost 200 lawsuits over a seven-year period.
- The Palm Beach State Attorney's Office received more than 1,300 public records requests from the same several requestors.
- In the City of Cooper City, one individual has made approximately 600 public records requests in one year, requiring extensive time by the city attorney, city manager, city clerk and other managers to properly respond.
- City of Belleair Beach, Town of Greenwood, Town of Indialantic and numerous other municipalities have received public records requests for city personnel information from 2008-2013, specifically seeking name, position, mailing address, salary, etc., in a specified format.
- In the City of Oldsmar, a frequent public records requestor sends long emails and email strings containing public records requests "embedded" within the emails.
- The following governmental entities have been named as defendants in recent public records litigation (settlement amounts are noted):

**Municipalities**

Atlantis  
Aventura  
Baldwin  
Boynton Beach (Police)  
Cape Coral: \$12,500  
Coral Gables (Police)  
Cutler Bay: \$2,000  
Dade City  
Eagle Lake: \$10,000  
Eustis (Police): \$1,500  
Fernandina Beach: \$5,000  
Florida City  
Fort Myers  
Fruitland Park  
Greenacres

Gulf Stream  
Hallandale Beach  
Hialeah  
Jacksonville Beach  
Key Biscayne  
Lake Park: \$4,000  
Lakeland (Police)  
Layton  
Macclenny  
Miami (3) (2-City; 1-Police)  
Miami Beach (2)  
Miami Lakes: \$2,000  
Naples  
New Port Richey  
Orchid  
Orlando (Fire)



Otter Creek  
Palatka (Police)  
Palm Coast  
Pembroke Pines (2)  
Pinecrest  
Punta Gorda  
Sarasota

**Counties**

Clay  
Collier  
Highlands: \$9,000  
Lake  
Miami-Dade (4) (BOCC, Police, Water & Sewer Dept.)

**School Boards**

Broward  
Charlotte  
Clay  
Duval  
Flagler  
Hardee  
Hendry  
Hillsborough  
Lee

**Sheriffs**

Broward  
Charlotte  
Clay (2)  
Flagler  
Hardee  
Hillsborough (2)  
Lake  
Lee  
Manatee  
Osceola  
Palm Beach  
Pasco (2)  
Pinellas  
St. Johns

Southwest Ranches (2)  
St. Cloud  
St. Petersburg (2)  
Tampa (3) (2-City; 1-Police)  
Venice: \$2,600  
Zephyrhills (2)

Orange  
Osceola (2) (County, Supervisor of Elections)  
Palm Beach  
Pasco  
Pinellas  
Volusia

Manatee  
Martin: \$20,000  
Miami-Dade  
Orange  
Osceola  
Polk (3)  
St. Johns  
St. Lucie

**Status:**

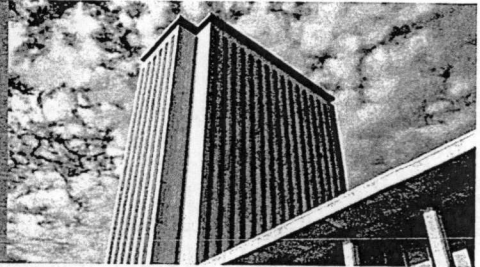
This is a recommended priority of the Urban Administration Committee.

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# 2017 Legislative Action Agenda



## Short-Term Rentals

### Proposed Priority Statement:

The Florida League of Cities SUPPORTS legislation that restores local zoning authority with respect to short-term rental properties thereby preserving the integrity of Florida's neighborhoods and communities.

### Background:

In 2011, the Florida Legislature prohibited cities from regulating short-term vacation rentals. A short-term vacation rental is defined as a property that is rented more than three times a year for less than 30 days at a time. The legislation passed in 2011 included a provision that "grandfathered" any ordinance regulating short-term rentals prior to June 1, 2011. Since that time, a number of cities, both "grandfathered" cities and those that did not have an ordinance in place, have experienced problems with these properties. The effect of the 2011 law is that two separate classes of cities were created respective to short-term rentals, those with Home Rule authority and those without.

In 2014, the Legislature passed SB 356 (Thrasher), which diminished the preemption on short-term rentals. The law allows local governments to adopt ordinances specific to these rentals so that they can address some of the noise, parking, trash and life-safety issues created by their proliferation in residential neighborhoods. Unfortunately, SB 356 left in place existing statutory language stating that cities cannot "prohibit" short-term rentals, or regulate the duration or frequency of the rental.

Those cities fortunate enough to have had an ordinance in place prior to the 2011 preemption are still allowed to regulate short-term rentals, but the question remains whether these ordinances will continue to be valid if amended. Some city attorneys believe these ordinances are "frozen" and any future amendments would cause a loss of the "grandfather." The problem with this is twofold. First, with the rise of popular rental websites like *Vacation Rental by Owner* (VRBO) and *AirBnB* making it easier to advertise and rent these properties, the number of properties used as short-term rentals in Florida has exponentially increased in the last four years. Second, as a result of this enormous growth in the rental market, the scope of the problem has changed and ordinances adopted before 2011 may no longer be effective.

It is important to note that many of Florida's larger cities (with a larger professional staff) fell into the grandfathered category. They have retained the ability to regulate these properties through zoning and may have duration and frequency requirements. Some of these cities may want to amend their ordinances to adjust to a changing problem. They are reluctant to do so out of fear of losing their existing ordinance and with it their Home Rule authority relating to short-term rentals. Recognizing that the ordinances on the books are no longer effective, cities want the ability to come up with solutions that work for their respective community, but because of the potential loss of the "grandfather," they are unable to do so. It is important to note that any potential amendments to existing ordinances would be vetted through numerous public hearings that allow neighboring

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homeowners, short-term rental owners, property managers and local businesses to weigh in on proposed legislation.

Cities without short-term rental regulations in place prior to June 1, 2011, have had their zoning authority stripped and are now seeing these rentals completely overtaking residential neighborhoods. Long-time residents are moving out as a result, and the residential character of traditional neighborhoods is slowly being destroyed.

The impacts of problematic short-term rentals on neighboring residents are felt in a number of ways:

#### The Hotel Next Door – Commercial Activity in Residential Neighborhoods

Houses that sleep 26 people are now present in what were once traditional neighborhoods. Because of the inability to regulate the duration of a renter's stay, these houses could experience weekly, daily or even hourly turnover. Obviously, the constant turnover of renters creates a number of issues for cities and neighboring property owners. Prior to the preemption, local governments were able to regulate this activity through zoning. Short-term rentals have become increasingly popular in the last five years. Because a city cannot "prohibit" these properties, they are powerless to exclude them from residential neighborhoods. As a result, investors, many of whom are located out of state or even in a different country, have purchased or built single-family homes with the sole intent of turning them into short-term rentals.

Cities use zoning as a tool to prepare for their future growth and also use it to control where commercial and residential properties are located. Hotels have different infrastructure needs than single-family residential properties. As residential neighborhoods are developed, the infrastructure installed is designed for the future use of the properties. Many neighborhoods have infrastructure in place with capacity for up to eight people per house. Now there are houses in these very same neighborhoods that sleep more people than the number originally planned for, placing a significant strain on existing infrastructure. Commercial properties like bars, hotels and restaurants typically need more parking than a single-family property, as well as have different operating hours and experience greater noise levels. The current law removes important land use and zoning tools that will impact how a city plans for future growth and levels of service.

#### Noise Complaints

In areas where short-term rentals are situated, many neighboring residents complain of the noise generated by the vacationing renters next door. When people go on vacation, often their behavior changes. They may stay awake later, consume more alcoholic beverages throughout the day, or participate in recreational activities that they would not participate in while at their own homes, such as swimming at midnight with music blaring. For those homes located near water, a lake or the ocean, it is important to note that sound travels easily over water – and residents located hundreds of yards away may be the ones calling and complaining to the police and their local elected officials.

Some cities have noise ordinances, but these have proved problematic to enforce. One such example is Lighthouse Point. Their ordinance requires sustained noise over a certain decibel threshold for 10 minutes. Many times after the police arrive at a residence, the noise dies down. These renters may leave the next day with new ones replacing them. The new renters are often

**Contact:** Casey Cook, Senior Legislative Advocate – 850-701-3609 – [ccook@flcities.com](mailto:ccook@flcities.com)

unaware of the noise ordinance or past complaints and may cause the same problems. The out-of-state property owner may not even be aware of the problems created by their renters and with the constant turnover. The problem ends as one renter leaves and begins again as new renters arrive. This causes a significant drain on law enforcement resources. When law enforcement officers are called to respond to noise complaints, one less officer is on the street either preventing or solving crimes.

### Parking

Many short-term rentals are located in single-family neighborhoods. In most cases, the driveway was built to accommodate two or three vehicles. When you now have a renovated house that acts as a small hotel, there will be more than three cars needed to get these renters to the property. This leads to cars that are parked on the street, making it difficult for emergency vehicles to respond to emergencies and causes increased response times in these neighborhoods. Cities have begun to adopt ordinances creating parking standards for short-term rental properties. Unfortunately, these ordinances only solve the parking issue, but fail to address any of the other issues created by this commercial activity in residential areas.

### Revenue Issues

As stated earlier, a property rented more than three times a year for less than 30 days at a time meets the vacation rental definition and should be licensed by the state. The Department of Business and Professional Regulation (DBPR) is tasked with investigating unlicensed vacation rentals, but lacks the resources needed to fully investigate every complaint. Unlicensed vacation rentals could be costing Florida millions of dollars each year from lost licensing revenue.

Licensed short-term vacation rentals and hotels are also required to charge a sales tax to renters and then remit this back to the state. Many licensed and unlicensed vacation rentals are not doing this. The Florida Department of Revenue (DOR) has limited resources and cannot adequately monitor these transactions costing the state millions of dollars in lost revenue. Similarly, short-term rental owners in some counties are required to collect and remit the tourist development tax to the state. DOR is often unable to track down the vacation rental owners that are not paying the tourist development tax.

The Legislature began the conversation on short-term rentals in 2014, and the Florida League of Cities supported both HB 307 (Hutson) and SB 356 (Thrasher). The bills were a step in the right direction, but only partially restored Home Rule to Florida's cities. Cities are still prevented from regulating the duration and frequency of the rentals, and local zoning does not apply to these properties. Without the ability to regulate these key areas, local governments will not be able to adequately address the problem's associated with these properties.

### **Status:**

This is a recommended priority of the Urban Administration Committee.

Revised: 12/08/2016

**Contact:** Casey Cook, Senior Legislative Advocate – 850-701-3609 – [ccook@flcities.com](mailto:ccook@flcities.com)

# City of Flagler Beach Agenda Application

#11

INDIVIDUAL'S NAME: Dave Kolodzik

BUSINESS NAME: Southern Promotions and Events, Inc.  
(If Applicable)

STREET ADDRESS: \_\_\_\_\_  
(If within City of Flagler Beach)

MAILING ADDRESS: 13 Sandpiper Ct. Palm Coast, FL 32137  
(Please provide City & Zip Code)

PHONE NUMBER: 386-405-9189

EMAIL: southernpromocvents@gmail.com

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

Potential Pirate Festival at Flagler Beach.

Looking for Commission feedback.

**BACKGROUND INFORMATION REGARDING THE SUBJECT:**

We have been approached by several local  
business owners about possibly holding this  
kind of event.

(OVER)

# City of Flagler Beach

## Agenda Application Continued

**REQUESTED ACTION SOUGHT FROM THE COMMISSION:**

Opinions and feedback

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**ATTACHMENTS:** \_\_\_\_\_

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

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

  
**SIGNATURE OF APPLICANT**

12-15-16  
**DATE**



# FLAGLER BEACH CITY COMMISSION

City Manager's Report

Item No. 12

**Meeting Date:** January 12, 2017

**Issue:** Consider a request to designate the West side of A1A (Ocean Shore Boulevard South) between 2444 and 2448 a No Parking Zone/Fire Lane.

**Submitted by:** Barry Griffin Jr.

**Organization:**

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**RECOMMENDATION:** The Police Chief respectfully recommends disapproval. The Fire Chief respectfully recommends disapproval.

**BACKGROUND:**

**Police Chief Doughney:** City Ordinance **5.02.04 (5)** specifically addresses parking in front of the entrance to any theater, hotel or church. The entrance to this motel is located on South 25<sup>th</sup> Street, which is where guests of the establishment can ingress and egress the property. Parking in our City is limited and specifically blocking parking on SRA1A for four (5) motel rooms is unreasonable. The guests for the four (4) rooms in question can park on private property. Personnel from the Police Department can gain access to the motel rooms in question by parking on SRA1A, on the motel property or on South 25<sup>th</sup> Street. The amount of parking on SRA1A in front of this location on a daily basis is minimal and the Police Chief does not endorse creating a no parking zone at this location.

**Fire Chief Pace:** I viewed the property in question today with Matt. The shoulder adjacent to A1A and directly in front of the motel could be utilized for an emergency response; however, I don't see it as a necessity. Actually insuring the safety of the crew and equipment, staging the apparatus around the corner on S. 25<sup>th</sup> St. would be a better approach. In addition if called to this location for fire suppression, the closest hydrant is located on the SE corner of 25<sup>th</sup> and S. Central Avenue and fire equipment again would stage on S. 25<sup>th</sup> in close proximity to the hydrant. In my opinion I cannot find any reason why the shoulder would be required to be a no parking zone and designated to emergency response units.

**BUDGETARY IMPACT:** None.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

**PERSONNEL:** N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

**IMPLEMENTATION/COORDINATION:**

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**Attachments**

- Application and material from applicant
- Florida Statute 316.008



# City of Flagler Beach Agenda Application

INDIVIDUAL'S NAME: BARRY GRIFFIN

BUSINESS NAME: WHALE WATCH MOTEL  
(If Applicable)

STREET ADDRESS: 2448 S. OCEANSHORE BLVD.  
(If within City of Flagler Beach)

MAILING ADDRESS: FLAGLER BEACH, FL 32136  
(Please provide City & Zip Code)

PHONE NUMBER: 386 - 439 - 2545

EMAIL: INFO@WHALEWATCHMOTEL.COM

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

SEE ATTACHED

BACKGROUND INFORMATION REGARDING THE SUBJECT:

(OVER)

# City of Flagler Beach

## Agenda Application Continued

**REQUESTED ACTION SOUGHT FROM THE COMMISSION:**

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**ATTACHMENTS:** \_\_\_\_\_

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

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

  
SIGNATURE OF APPLICANT

1/3/17  
DATE

Agenda Item:

Designate the west side of A1A (Oceanshore Blvd.) 2444-2448 a No Parking Zone/Fire Lane

Florida Statutes are designed to provide a clear path to protect the general public.

Florida Law maintains it is unlawful to park "In front of the entrance to any theater, hotel, or church".

Attached: See a publicly recognized definition of a Hotel.

Attached: See a publicly recognized definition of an Entrance.

Attached: Flagler Beach Police Department Hotels/Motels document

This information is provided to tourists, and the citizens of Flagler Beach via documents provided by the Flagler Beach Police department with laminated placards, and links on the City of Flagler Beach Webpage:

Flagler Beach Police Department Hotel/Motel Welcome Page:

<http://www.fbpd.org/wp-content/uploads/2016/11/Flagler-Beach-Code-of-Conduct-Letter.pdf>

Why aren't the State of Florida, County of Flagler, and City of Flagler Beach Laws enforced.

Why aren't fire lanes designated?

The right-of-way in front of the Whale Watch Motel (2444-2448 South Oceanshore Blvd.) is a Fire/Ambulance/Emergency Vehicle Lane and it is unlawful and unsafe to park there.

Authorities can say that the Florida Department of Transportation hasn't designated this area a "No Parking Zone". I have contacted the Florida Department of Transportation" (FDOT), and they assume our community would work to provide safety for citizens and guests. Flagler Beach has the right to designate "No Parking Zones", and local speed limits.

I am hopeful the City of Flagler Beach will feel responsible to protect citizens and visitors, and keep this at the local level.

Sincerely,

Barry N. Griffin Jr.  
2448 S. OceanShore Blvd.  
Flagler Beach, FL 32136



Dictionary.com (<http://www.dictionary.com/>)

Thesaurus.com (<http://www.thesaurus.com/>)

(<http://www.dictionary.com/>)

definitions ▼ hotel



# hotel

Word of the Day

[hoh-**tel**]

Spell Syllables

Synonyms Examples Word Origin

See more synonyms on Thesaurus.com

(<http://www.thesaurus.com/browse/hotel>)

## noun

1. a commercial establishment offering lodging to travelers and sometimes to permanent residents, and often having restaurants, meeting rooms, stores, etc., that are available to the general public.
2. (*initial capital letter*) *Military.* the NATO name for a class of nuclear-powered Soviet ballistic missile submarine armed with up to six single-warhead missiles.
3. a word used in communications to represent the letter *H*.

## Origin of hotel

French  
(<http://www.dictionary.com/browse/french>)

Old French  
(<http://www.dictionary.com/browse/old-french>)

## Difficulty index for hotel

All English speakers likely know this word

## Word Value for hotel

8 8

Scrabble

Words With Friends

## Related Words

motel

Rogue Quiz (<http://blog.dictionary.com/rogue-star-wars-words/?src=dcom-serp>)

PAGES 3-7 AVAILABLE  
UPON REQUEST

1635-1645

1635-45; < French *hôtel*, Old French *hostel* hostel  
(<http://www.dictionary.com/browse/hostel>)

## Related forms

**hotelless**, adjective

## Can be confused

hostel (<http://www.dictionary.com/browse/hostel>),  
**hotel**, motel (<http://www.dictionary.com/browse/motel>)  
(see synonym study at the current entry)

## Synonyms

See more synonyms on Thesaurus.com  
(<http://www.thesaurus.com/browse/hotel>)

**1.** *hostelry*, *hostel*, *guesthouse*, *motel*. Hotel, house, inn, tavern refer to establishments for the lodging or entertainment of travelers and others. Hotel is the common word, suggesting a more or less commodious establishment with up-to-date appointments, although this is not necessarily true: *the best hotel in the city*; *a cheap hotel near the docks*. The word house is often used in the name of a particular hotel, the connotation being wealth and luxury: *the Parker House*; *the Palmer House*. Inn suggests a place of homelike comfort and old-time appearance or ways; it is used for quaint or archaic effect in the names of some public houses and hotels in the U.S.: *the Pickwick Inn*; *the Wayside Inn*. A tavern, like the English public house, is a house where liquor is sold for drinking on the premises; until recently

(<http://www.dictionary.com/browse/motel>)

lodge  
(<http://www.dictionary.com/browse/lodge>)

apartment hotel  
(<http://www.dictionary.com/browse/apartment-hotel>)

double-book  
(<http://www.dictionary.com/browse/double-book>)

bed-and-breakfast  
(<http://www.dictionary.com/browse/bed-and-breakfast>)

checkout (<http://www.dictionary.com/browse/checkout>)

## Nearby words for hotel

hotchpot (<http://www.dictionary.com/browse/hotchpot>)

hotchpotch (<http://www.dictionary.com/browse/hotchpotch>)

hotdesking (<http://www.dictionary.com/browse/hotdesking>)

hotdog (<http://www.dictionary.com/browse/hotdog>)

hotdogging (<http://www.dictionary.com/browse/hotdogging>)

**hotel**

The Philippine Islands, 1493-1898 (<http://www.gutenberg.org/files/35391/35391-h/35391-h.htm>)

Various

## British Dictionary definitions for entrance

# entrance<sup>1</sup>

/ˈɛntrəns/

### noun

1. the act or an instance of entering; entry
2. a place for entering, such as a door or gate
3. a. the power, liberty, or right of entering; admission  
b. (*as modifier*): *an entrance fee*
4. the coming of an actor or other performer onto a stage

### Word Origin

C16: from French, from *entrer* to enter

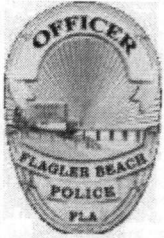
# entrance<sup>2</sup>

/ɪnˈtrɑːns/

### verb (transitive)

1. to fill with wonder and delight; enchant
2. to put into a trance; hypnotize

### Derived Forms



# FLAGLER BEACH POLICE DEPARTMENT

PO BOX 36 • FLAGLER BEACH, FL 32136

(386) 517-2023 • FAX (386) 517-2022

WWW.FBPD.ORG

*CHIEF MATTHEW P. DOUGHNEY*

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Dear Visitors,

As the Chief of Police for the City of Flagler Beach, I would like to welcome you to our beautiful City. Our mission at the Flagler Beach Police Department is to provide both visitors and residents with a safe and secure environment, so that everyone can enjoy the quaint community that makes our City unique.

During your stay in Flagler Beach, please feel free to contact any of our Police Officers, as we consider ourselves "Ambassadors" of our City. Flagler Beach has many specialty shops and restaurants, not to mention our world famous pier and our Police Officer are willing to assist with answering any questions or addressing any concerns that you may have during your stay.

In order to accomplish our goal of a safe and secure environment, I have provided you with a copy of our "Code of Conduct". This "Code of Conduct" clearly outlines some of our State Laws and local City Ordinances, which are strictly enforced throughout the year. I would ask that each visitor do your part in abiding by our "Code of Conduct", so that visitors, residents and business owners can enjoy all that Flagler Beach has to offer.

Again, welcome to the City of Flagler Beach, enjoy your stay with us, and I hope that you return to our beautiful City again in the future. If you should require any Police services during your stay in Flagler Beach please feel free to contact us for assistance.

Sincerely,

*Matthew P. Doughney*

Matthew P. Doughney  
Chief of Police

204 South Flagler Ave. Flagler Beach, FL  
Chief Matthew Doughney

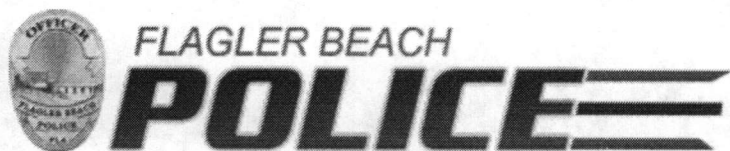
386.517.2023

Office: 8am - 5pm



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[GALLERY](#)   [CONTACT](#)

# Hotel Motel Welcome Letter

## Dear Visitors,

As the Chief of Police for the City of Flagler Beach, I would like to welcome you to our beautiful City. Our mission at the Flagler Beach Police Department is to provide both visitors

## Latest News



Rise in  
sick  
Racco



# Important Information

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## Animals

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- Animal(s) running at large; please keep your pets leashed at all times when out in public.
- Failure to remove dog waste; please pick up after your pet.
- Dogs and other animals are prohibited in Wickline Park or Veteran's Memorial Park.
- Dogs are allowed on the beach, south of South 10th street and north of North 10th street.
- Dogs must be leashed on the beach and any waste made must be picked up and disposed of properly. Leashes shall not exceed eight (8) feet in length.

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## Alcohol

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- State law prohibits drinking and driving which is strictly enforced in Flagler Beach.
- Open containers are prohibited except on the sand of the beaches.

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## Parking

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- It is unlawful to park a vehicle on the dunes and/or its vegetation; the fine for parking on the dunes could be as much as \$500.00
- It shall be unlawful for the operator of a vehicle to stop, stand or park such vehicle in any of the following places, except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer or traffic-control signal:
  - ☛ Within eight (8) feet of a street intersection;
  - ☛ On a crosswalk;
  - ☛ Upon any public sidewalk, exclusive bicycle lane or pedestrian path;
  - ☛ Within six (6) feet of any fire hydrant;
  - ☛ In front of the entrance to any theater, hotel or church;
  - ☛ Alongside or opposite any street excavation or obstructions when such stopping, standing or parking would obstruct traffic;
  - ☛ Abreast of any vehicle stopped or parked at the edge of the curb or street, or what is commonly known as double parking;
  - ☛ In front of a public or private driveway;
  - ☛ Upon any bridge or runway to a beach;
  - ☛ At any place where official signs or markers prohibit stopping, standing or parking;
  - ☛ Any Restricted areas along Ocean Shore Boulevard, ocean or east side
- We ask that you pay attention to the speed limit on the roadways and watch for citizens trying to cross to and from the beach, or walking the back roads.

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## Bonfires

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- Bonfires on the Beach between dusk and dawn are not permitted between May 1st and October 31st due to Sea Turtle nesting season
- Bonfires permits can be issued by the Fire Department.

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## Trash Removal

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- Please help keep our Beach beautiful by removing your trash. We're glad you're here and we want you to leave footprints in the sand, not your trash.

## The 2016 Florida Statutes

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Title XXIII

Chapter 316

[View Entire Chapter](#)

MOTOR VEHICLES

STATE UNIFORM TRAFFIC CONTROL

**316.008 Powers of local authorities.—**

(1) The provisions of this chapter shall not be deemed to prevent local authorities, with respect to streets and highways under their jurisdiction and within the reasonable exercise of the police power, from:

- (a) Regulating or prohibiting stopping, standing, or parking.
- (b) Regulating traffic by means of police officers or official traffic control devices.
- (c) Regulating or prohibiting processions or assemblages on the streets or highways, including all state or federal highways lying within their boundaries.
- (d) Designating particular highways or roadways for use by traffic moving in one direction.
- (e) Establishing speed limits for vehicles in public parks.
- (f) Designating any street as a through street or designating any intersection as a stop or yield intersection.
- (g) Restricting the use of streets.
- (h) Regulating the operation of bicycles.
- (i) Regulating or prohibiting the turning of vehicles or specified types of vehicles.
- (j) Altering or establishing speed limits within the provisions of this chapter.
- (k) Requiring written crash reports.
- (l) Designating no-passing zones.
- (m) Prohibiting or regulating the use of controlled access roadways by any class or kind of traffic.
- (n) Prohibiting or regulating the use of heavily traveled streets by any class or kind of traffic found to be incompatible with the normal and safe movement of traffic.
- (o) Designating hazardous railroad grade crossings in conformity to criteria promulgated by the Department of Transportation.
- (p) Designating and regulating traffic on play streets.
- (q) Prohibiting pedestrians from crossing a roadway in a business district or any designated highway except on a crosswalk.
- (r) Regulating pedestrian crossings at unmarked crosswalks.
- (s) Regulating persons upon skates, coasters, and other toy vehicles.
- (t) Adopting and enforcing such temporary or experimental regulations as may be necessary to cover emergencies or special conditions.
- (u) Enacting ordinances or erecting signs in the rights-of-way to control, regulate, or prohibit hitchhiking on streets or highways, including all state or federal highways lying within their boundaries.
- (v) Regulating, restricting, or prohibiting traffic within the boundary of any airport owned by the state, a county, a municipality, or a political subdivision and enforcing violations under the provisions of this chapter and chapter 318.
- (w) Regulating, restricting, or monitoring traffic by security devices or personnel on public streets and highways, whether by public or private parties and providing for the construction and maintenance of such streets and highways.

(2) The municipality, through its duly authorized officers, shall have nonexclusive jurisdiction over the prosecution, trial, adjudication, and punishment of violations of this chapter when a violation occurs within the municipality and the person so charged is charged by a municipal police officer. The disposition of such matters in the municipality shall be in accordance with the charter of that municipality. This subsection does not limit those counties which have the charter power to provide and regulate arterial, toll, and other roads, bridges, tunnels, and related facilities from the proper exercise of those powers pertaining to the consolidation and unification of a traffic court system within such counties.

(3) No local authority shall erect or maintain any official traffic control device at any location so as to regulate the traffic on any state road unless approval in writing has first been obtained from the Department of Transportation.

(4) A county or municipality may enact an ordinance providing a fine for the violation of s. 316.1955 in excess of the fine specified by s. 318.18(6), except that such a fine may not exceed \$250. Any such ordinance may provide for the deposit of such fines in a separate county or municipal account to be used in the following manner:

(a) One-third to be used to defray expenses for the administration of this subsection.

(b) Two-thirds to be used to provide funds to improve accessibility and equal opportunity to qualified persons who have disabilities in the county or municipality and to provide funds to conduct public awareness programs in the county or municipality concerning persons who have disabilities.

(5)(a) A county or municipality may enact an ordinance providing a fine for the violation of s. 316.1945(1)(b)2. or 5. in excess of the fine specified by s. 318.18(2), except that such fine may not exceed the fine specified in s. 318.18(2) by more than \$3. However, such ordinance shall provide that the fines collected pursuant to this subsection in excess of the fines which would be collected pursuant to s. 318.18(2) for such violations shall be used by the county or municipality for the purpose of funding a firefighter education program. The amount of the fines collected pursuant to this subsection in excess of the fines which would be collected pursuant to s. 318.18(2) for such violations shall be reported on a monthly basis by the clerk of the court to the appropriate county or municipality.

(b) A county or municipality may enact an ordinance which dedicates a portion of any fine collected for a violation of such ordinance for the purpose of funding a firefighter education program, if such ordinance is limited to the regulation of parking within a firesafety zone.

(6) A county or municipality may enact an ordinance providing for the establishment of a "combat automobile theft" program, and may charge a fee for the administration of the program and the cost of the decal. Such a program shall include:

(a) Consent forms for motor vehicle owners who wish to enroll their vehicles.

(b) Decals indicating a vehicle's enrollment in the "combat automobile theft" program. The Department of Law Enforcement shall approve the color, design, and other specifications of the program decal.

(c) A consent form signed by a motor vehicle owner provides authorization for a law enforcement officer to stop the vehicle when it is being driven between the hours of 1 a.m. and 5 a.m., provided that a decal is conspicuously affixed to the bottom left corner of the back window of the vehicle to provide notice of its enrollment in the "combat automobile theft" program. The owner of the motor vehicle is responsible for removing the decal when terminating participation in the program, or when selling or otherwise transferring ownership of the vehicle. No civil liabilities will arise from the actions of a law enforcement officer when stopping a vehicle with a yellow decal evidencing enrollment in the program

when the driver is not enrolled in the program provided that the stop is made in accordance with the requirements of the "combat automobile theft" program.

(7) A county or municipality may enact an ordinance to permit, control, or regulate the operation of vehicles, golf carts, mopeds, motorized scooters, and electric personal assistive mobility devices on sidewalks or sidewalk areas when such use is permissible under federal law. The ordinance must restrict such vehicles or devices to a maximum speed of 15 miles per hour in such areas.

(8)(a) A county or municipality may use traffic infraction detectors to enforce s. 316.074(1) or s. 316.075(1)(c)1. when a driver fails to stop at a traffic signal on streets and highways under its jurisdiction under s. 316.0083. Only a municipality may install or authorize the installation of any such detectors within the incorporated area of the municipality. Only a county may install or authorize the installation of any such detectors within the unincorporated area of the county.

(b) Pursuant to paragraph (a), a municipality may install or, by contract or interlocal agreement, authorize the installation of any such detectors only within the incorporated area of the municipality, and a county may install or, by contract or interlocal agreement, authorize the installation of any such detectors only within the unincorporated area of the county. A county may authorize installation of any such detectors by interlocal agreement on roads under its jurisdiction.

(c) Pursuant to s. 316.0083, a county or municipality may use traffic infraction detectors to enforce s. 316.074(1) or s. 316.075(1)(c)1. when a driver fails to stop at a traffic signal on state roads under the original jurisdiction of the Department of Transportation when permitted by the Department of Transportation.



## FLAGLER BEACH CITY COMMISSION

Item No.13

**Meeting Date:** 01-12-2017

**Issue:** Resolution 2017-03, a resolution by the city commission of the city of Flagler Beach, Florida, amending resolution 2016-37 which adopted the FY 2016/17 budget, to reflect a budget amendment to roll the appropriated fund balances from fiscal year 2015/16 into the budget for 2016/17; providing for conflict, and an effective date.

**Submitted by:** Kathleen Doyle, Finance Director

**Organization:** City Staff

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**RECOMMENDATION:** Approve Resolution 2017-03

**BACKGROUND:** During fiscal year 2015/16 City Commission approved a work assignment with Quentin Hampton Engineering for Design, Permitting and Bidding Services for Phase II at the Wastewater Treatment Plant. City Staff set up project funding in the amount of \$346,250 from the 2015-16 Budget, which included \$40,920 for Engineering, \$277,000 for the project, plus \$28,330 for contingencies.

In November, when the encumbrances for the entire city were approved, staff only included the portion for design, permitting and bid package. A resolution must be approved to provide funding for the project for the amount of \$305,330.

**BUDGETARY IMPACT:** Based on the details of the project, \$100,000 of the project qualifies for the use of Sewer Impact Fees. \$28,750 will be funded with the Infrastructure Reserve and the remaining \$179,580 will be funded with Unrestricted Utility Fund Balance.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

**PERSONNEL:**

**POLICY/REQUIREMENT FOR BOARD ACTION:** Approve Resolution 2017-03

**IMPLEMENTATION/COORDINATION:**

### Attachments

Resolution 2017-03

RESOLUTION 2017-03

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING RESOLUTION 2016-37 WHICH ADOPTED THE FY 2016/17 BUDGET, TO REFLECT A BUDGET AMENDMENT TO ROLL THE APPROPRIATED FUND BALANCES FROM FISCAL YEAR 2015/16 INTO THE BUDGET FOR 2016/17; PROVIDING FOR CONFLICT, PROVIDING AN EFFECTIVE DATE HEREOF.

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

1. SECTION 1. The FY 2016-2017 Approved Budget is amended as follows:

Increase	401.5351.606300.084	Improvements WWTP PHASE II	\$ 277,000
Increase	401.5392.909302.084	Improvements - Infrastructure	\$ 28,330
Increase	401.3800.389101	Encumbered to Fund Balance from Prior Year	\$ 305,330

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 \_\_\_\_\_, 2017.

ATTEST:

CITY OF FLAGLER BEACH, FLORIDA  
CITY COMMISSION

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

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

for agenda  
Jan 15th

ENCUMBRANCE SCHEDULE 2016-2017

PO Number	Vendor Name	Description	Account #	Original Amount	Remaining Balance
16-11397	PALM COAST FLOORING OUTLET	CARPET BEHIND DIAS IN COMMISSION ROOM	001.5111.304600	2,270	2,270
16-10966	FLAGLER COUNTY BOARD CO COMMISSION	RESIDENTIAL CONSTRUCTION MITIGATION GRANT (Note: Offset with Mitigation Grant Revenue; no dollar cost to the city)	001.5192.303100.082	194,000	190,054
16-11353	DAVID WALLACE CONSTRUCTION, INC.	FIRE DEPARTMENT REPAIRS	001.5221.304600	5,594	2,797
16-11252	ACTION RADIOS	RADIO EQUIPMENT FOR THE BEACH	001.5392.606400.086	5,500	5,500
		ENCUMBER FOR PAVING PROJECTS	001.5411.304600.090	321,325	71,015

TOTAL ENCUMBRANCE GENERAL FUND \$ 271,637

PO Number	Vendor Name	Description	Account #	Original Amount	Remaining Balance
16-11336	LIBERTY SEAL COAT LTD CO.	COATING THE DRIVEWAY AT WTP	401.5331.304600	3,150	3,150
15-10339	Q.L.HAMPTON ASSOC., INC.	CUP PERMIT RENEWAL	401.5331.305400	59,670	49,057
16-11308	Q.L.HAMPTON ASSOC., INC.	QLH WORK ASSIGNMENT FOR SEASIDE LANDINGS INSPECTIONS (Note: This cost will be paid with Restricted Water Impact Funds)	401.5331.606300.116	28,440	17,912
16-10970	Q.L.HAMPTON ASSOC., INC.	ENCUMBER FOR FIRE HYDRANT REPAIRS/REPLACEMENT	401.5332.606400.048	40,000	40,000
16-11225	KEHLE PLUMBING	WORK ASSIGNMENT FOR WWTP IMPROVEMENTS PHASE II	401.5392.303100.084	40,920	29,760
16-10917	CONNECT CONSULTING, INC.	PLUMBING PUBLIC WORKS BUILDING	401.5392.606200.026	7,100	3,132
16-10768	QUENTIN L. HAMPTON ASSOC INC	DRILL AND COMPLETE PWS FB-12R	401.5392.606300.002	214,500	214,500
16-11386	SGS CONTRACTING SERVICE, INC.	WTP DEGASSIFIER ODOR CONTROL REPAIRS	401.5392.606300.078	12,180	5,210
16-11342	HDR ENGINEERING, INC.	WASTEWATER TREATMENT PLANT OPERATIONS PHASE III	401.5392.606300.078	98,500	98,500
16-11405	JON M HALL COMPANY, INC.	REPAIR & PLUG HYDRANT LATERAL AT SR100 & OLD KINGS	401.5392.606300.119	13,000	13,000
16-11247	POWER & PUMPS, INC.	VALVES FOR M.G.T.B.S. AT WATER TREATMENT PLANT	401.5392.909306.065	13,415	13,415
			401.5392.909309.066	18,603	18,603

TOTAL ENCUMBRANCE UTILITY FUND \$ 506,239

PO Number	Vendor Name	Description	Account #	Original Amount	Remaining Balance
16-10767	QUENTIN L. HAMPTON ASSOC INC	SOUTH CENTRAL AVE (3500 BLOCK) DRAINAGE IMPROVEMENTS	405.5392.606300.077	9,920	1,231
16-11341	S.E. CLINE CONSTRUCTION, INC.	S CENTRAL AVE (3500 BLOCK) DRAINAGE IMPROVEMENTS	405.5392.606300.077	52,000	79,780
16-11267	QUENTIN L. HAMPTON ASSOC. INC	OCEAN PALM SUBDIVISION STORMWATER PROJECT (Note: This cost is offset with Grant Revenue; no match for the city)	405.5392.606300.089	112,430	86,645

TOTAL ENCUMBRANCE STORMWATER FUND \$ 167,656

only encumbered QLT PO, Did not encumber the project from 15/16 to 16/17. I will have to amend the budget for \$277,000 project of 28,330 for contingency. \$D

RESOLUTION 2017-04

#14

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, DESIGNATING A CANVASSING BOARD FOR THE FLAGLER BEACH MUNICIPAL ELECTIONS, PROVIDING FOR CONFLICT AND AN EFFECTIVE DATE.

WHEREAS, a Canvassing Board is necessary to canvass the absentee and provisional ballots for the March 7, 2017 City of Flagler Beach Municipal Election, and

WHEREAS, the Florida Statutes are clear in their regulations for canvassing board members for a County Election, but defer to a city's charter when referring to the composition of a canvassing board for a municipal election, and

WHEREAS, the City of Flagler Beach Charter does not designate the positions this board should consist of, and

WHEREAS, the Flagler Beach City Charter does permit Municipal Elections to piggyback onto Presidential Preference Elections, and in this instance when the municipal ballot would include County, State and Federal items, the city would utilize the County Canvassing Board for those specific elections, and

WHEREAS, the need exist to designate roles for the composition of a Municipal Canvassing Board for the 2017 and future Municipal Elections.

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

SECTION 1. The City Commission designates the following for the composition of a City of Flagler Beach Municipal Canvassing Board. Each year that a Flagler Beach Municipal Election is not part of a Presidential Preference the City Clerk shall designate a Canvassing Board. This Board shall consist of the Flagler Beach City Clerk, the Flagler County Supervisor of Elections, and a resident of the City of Flagler Beach.

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

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

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.

CITY OF FLAGLER BEACH, FLORIDA  
CITY COMMISSION

ATTEST:

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

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





# FLAGLER BEACH CITY COMMISSION

City Manager's Report

Item No. 15

**Meeting Date:** January 12, 2017

**Issue:** Resolution 2017-05, a resolution by the City Commission of the City of Flagler Beach, Florida declaring certain property to be surplus, providing for conflict and an effective date.

**From:** Penny Overstreet, City Clerk

**Organization:** City of Flagler Beach

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**RECOMMENDATION:** Approve Resolution 2017-05, which authorizes the City Clerk to auction the asset, and removing the property from our insurance policy and asset catalogue.

**BACKGROUND:** The man lift purchased in 2006, is in need of repair. Additionally, the lift does not serve the needs of the City. Staff is looking to take the proceeds from the auction of the asset and apply it towards the purchase of a different man lift that would provide greater mobility and reach which is not available with the current man lift.

I have met with a representative from Gov Deals, Inc. after speaking with vendors at Florida Association of City Clerk conferences and Florida League of Cities conferences. Below is a summary of their services.

GovDeals, Inc.

Surplus Auction Liquidation. GovDeals enables local and state government entities as well as school boards, public utilities and other public authorities to sell surplus assets in every asset category. GovDeals provides comprehensive training, support and marketing services as part of the GovDeals online auction solution. Over 7,100 government entities in the United States and Canada have established GovDeals selling accounts. GovDeals registered buyer base combines with a nationwide field-based sales and client support team to drive the best net results in our industry. Our team is anxious to visit and discuss all the things we built in our program to serve government clients. For over thirteen years, transparently selling government surplus and confiscated items online remains GovDeals' only business.

**BUDGETARY IMPACT:**

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

**PERSONNEL:** N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

**IMPLEMENTATION/COORDINATION:** City Clerk, Finance, and Maintenance Department

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## Attachments

- Resolution 2017-05

RESOLUTION 2017-05

#15

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

WHEREAS, City Staff recommends the item listed below in table "A", be declared surplus and auctioned, as the item is no longer in optimal operating condition or it is not cost effective to have it repaired.

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

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

Table "A"

<u>Item</u>	<u>Vendor</u>	<u>Department</u>	<u>Model/Serial</u>	<u>Asset Tag #</u>
Tow Behind Man Lift	JGL	Maintenance	JGL 3500/T350 0030081614	05269

SECTION 2. The following property listed in table "A" is declared surplus, and it is the will of the City Commission to auction the property.

SECTION 3. All resolutions or parts of resolutions in conflict herewith be and the same are hereby repealed.

SECTION 4. This Resolution shall become effective immediately upon passage as provided by law.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF JANUARY, 2017.

CITY OF FLAGLER BEACH, FLORIDA  
CITY COMMISSION

ATTEST:

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

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



# FLAGLER BEACH CITY COMMISSION

City Manager's Report

Item No. 16

**Meeting Date:** January 12, 2017

**Issue:** Discussion and direction regarding local sponsorship of beach projects within the Flagler Beach municipal limits which are not included in the 2.5 miles federally designated ACOE Project

**From:** Larry Newsom, City Manager

**Organization:** City of Flagler Beach

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**RECOMMENDATION:** .

**BACKGROUND:** The Commission since 2002 has adopted resolutions in support of the ACOE Project , opposition to a seawall, and has officially requested the County sponsor the ACOE Project.

**BUDGETARY IMPACT:**

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

**PERSONNEL:** N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

**IMPLEMENTATION/COORDINATION:**

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**Attachments**

- Resolution 2002-23
- Resolution 2006-011(failed to pass minutes attached)
- Resolution 2011-15
- Resolution 2014-21
- Resolution 2017-02

RESOLUTION 2002-23

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, REQUESTING FINANCIAL ASSISTANCE FROM THE FEDERAL GOVERNMENT FOR AN APPROPRIATION FOR FUNDING FOR THE UNITED STATES ARMY CORPS OF ENGINEERS TO CONDUCT A SHORE LINE PROTECTION STUDY RECONNAISSANCE REPORT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Flagler Beach has experienced significant coastal erosion due to natural disasters;

WHEREAS, State Road A1A has been designated as a Scenic Highway by both the State and Federal Government;

WHEREAS, the erosion has required expenditure of significant tax payer's dollars in order to restore and protect the A1A road bed;

WHEREAS, the erosion and the road maintenance activities have destroyed the natural dune system which provides significant wildlife habitat as well as aesthetic beauty for the City's visitors and residents;

WHEREAS, State and Federal legislators have agreed to work with the City of Flagler Beach in seeking re-nourishment funds to reestablish the beach and dune system;

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

SECTION 1. that a request for financial assistance be made to the Federal Government to provide an appropriation for funding to allow the United States Army Corps of Engineers and any necessary consultants to conduct a Shoreline Protection Study Reconnaissance Report. The City of Flagler Beach will work with the State, Federal and Local Agencies to streamline the study and report in order to benefit all residents of the City of Flagler Beach as well as Flagler County and it's visitors.

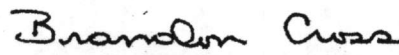
SECTION 2. This Resolution shall become effective immediately upon passage as provided by law.

PASSED AND ADOPTED THIS 23rd DAY OF May, 2002.


Resolution 2002-23 continued

CITY OF FLAGLER BEACH, FLORIDA  
CITY COMMISSION

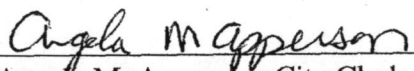
  
Randy Busch, Chairman

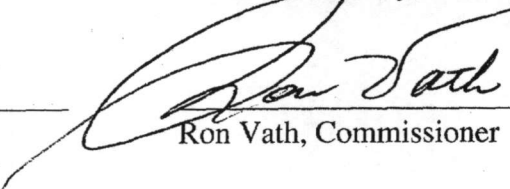
  
Brandon Cross, Vice-Chairman

absent  
Mike Evans, Commissioner

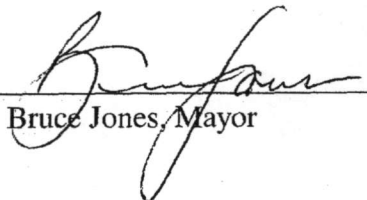
  
Richard Matyaney, Commissioner

ATTEST:

  
Angela M. Apperson, City Clerk

  
Ron Vath, Commissioner

APPROVED THIS 23rd DAY OF May, 2002.

  
Bruce Jones, Mayor

RESOLUTION 2006-01

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, OPPOSING THE CONSTRUCTION OF ANY AND ALL FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) SEAWALLS ALONG THE BEACHES OF THE CITY OF FLAGLER BEACH, PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the Flagler Beach City Commission is charged with the responsibility to oversee the wellbeing of the environment for the enjoyment of its residents, visitors and future generations; and

**WHEREAS**, preservation of the natural environment is of great concern to the City Commission and is a vital component in maintaining the quality of life in Flagler Beach; and

**WHEREAS**, the construction of seawalls along the beaches of Flagler Beach would negatively affect the quality of life, endanger or substantially impair the nesting grounds of sea turtles and indigenous species; and

**WHEREAS**, seawalls are not conducive to the sound economic growth of Flagler Beach, which relies in large part on tourism related to the famous Flagler Beaches; and

**WHEREAS**, the construction of seawalls would inhibit the ability of citizens and visitors to peacefully enjoy the beach; and

**WHEREAS**, the beaches along A1A are known and appreciated for their recreational opportunities and also serve as valuable wildlife habitats; and

**WHEREAS**, the City Commission hereby requests that FDOT consult with Flagler Beach before taking any action regarding any seawall construction in Flagler Beach;

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

SECTION 1. The City Commission opposes the construction of any and all seawalls in Flagler Beach. That is resolution shall be immediately transmitted to FDOT so that Flagler Beach's opposition to any seawall construction is clearly stated as a matter of record.

SECTION 2. This Resolution shall take effect immediately upon its adoption.

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2006.

ATTEST:

\_\_\_\_\_  
Ed Kuhnlein, Mayor

\_\_\_\_\_  
Angela M. Apperson, City Clerk

### COMMISSION COMMENTS

14. COMMISSION COMMENTS: Commissioner Bates asked Mr. Veach if he is planning on attending a meeting in Tallahassee regarding beach alternatives. Mr. Veach reported that he had planned on asking the Commission permission to attend.

Commissioner Busch spoke regarding a letter from Community Affairs regarding Flood Mitigation Assistance Program. She also thanked the Finance Director for two reports that she had completed regarding Mirror Lakes and the Utilities Fund rate increases.

Commissioner Feind stated the Fire Department is in desperate need of volunteers.

Commissioner Mish spoke regarding a group of citizens concerned about the beach and the talk of a sea wall. The group will be meeting next Wednesday with Congressman Mica's Office. He also requested the Commission to give one month's salary to Brett Smith's family while the family is going through a very difficult time. It was suggested that this topic be brought before the Commission as an agenda item for next meeting.

Commissioner Vath requested an update on the Sayler case. Mr. Cino gave him an update. He was also concerned about the Safety Program for the City after the accident in Daytona. Libby Kania reported on the Safety Program. He also suggested having a Resolution opposing eminent domain or any action that would allow the taking of private property for private gain.

### GENERAL BUSINESS

15. FY 04/05 AUDIT PRESENTATION – JAMES MOORE & COMPANY. TIME CERTAIN AT 6:00 P.M.: This item was removed from the agenda.

16. RESOLUTION 2006-01, OPPOSING THE CONSTRUCTION OF ANY AND ALL FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) SEAWALLS ALONG THE BEACHES OF THE CITY OF FLAGLER BEACH, PROVIDING FOR AN EFFECTIVE DATE – COMMISSIONER MISH: Discussion ensued regarding alternatives to a seawall, keeping all alternatives open, the need to complete a feasibility study, cooperation with the City and all other possible government agencies. The issue was opened to the public. Allan Polowski spoke about a flyer that was left on his door. Patty Brown came forward regarding the seawall and her knowledge of seawalls in New Jersey and the research she has done on the internet. She urged the commission sign a resolution that says the citizens of Flagler are opposed to a seawall. Allen Ferver came forward to explain his position regarding the seawall. Dale Hench spoke on the subject as a former natural resource planner. He spoke of his experience in Illinois and the efforts made on Lake Michigan. Mr. Hench supported a resolution if that resolution was tempered to add seawalls to be used as a last resort. Val Sanson came forward and spoke of her experience with seawalls in South Florida. She supported Ms. Brown's position. Frank Nevaretta spoke of an article in Audobon which reflected a similar situation. He read part of the article into the record. Sue Brown came forward and supported the resolution if the resolution read as a last resort and urged the Commission to support the County's resolution. Allen Ferver came forward, once again, and inquired if the Commission had read the information from

01/12/2006

Audubon he had sent. He expressed his frustration. John Thompson came forward would like to see the Commission send a Resolution to FDOT to show unity with the County and with the citizens. Discussion ensued back on the dias; part of the article was read by Commissioner Bates, the right of the citizens to contact FDOT directly, information from other studies and programs and the need for cooperation. **Motion** by Commissioner Bates, seconded by Commissioner Mish, to amend this resolution to include "as anything other than a last resort." The **motion** carried three to two with Vath and Feind voting nye. **Motion** by Commissioner Mish, seconded by Commissioner Bates, that we approve the resolution as amended. The motion failed two to three. Commissioners Vath, Feind, and Busch voting Nye

17. DISCUSSION AND PROVIDE DIRECTION REGARDING THE UTILITY SERVICE AREA – CITY ATTORNEY: Attorney Cino explained the research and steps taken since the last Commission meeting on said topic. His research brought him to a lawyer, Mr. John Jenkins, who practices in Tallahassee and is very knowledgeable on the Section 180 of the law. Mr. Cino continued to explain to the Commission that the lawyer has contacted him by letter outlining his expertise. He further explained to the Commission there are more parties involved with the said Utility Service than originally thought. He wanted to forward the City's Ordinance regarding the service area to the lawyer. It was the consensus of the Commission to move forward to obtain an opinion. It was also the consensus of the Commission to prepare a Conflict Resolution.

18. RESOLUTION 2006-02, URGING MEMBERS OF THE FLORIDA LEGISLATURE TO SUPPORT THE CERTAIN ISSUES DURING THE 2006 LEGISLATIVE SESSION; PROVIDING FOR AN EFFECTIVE DATE – CITY MANAGER: Attorney Cino read the title of the resolution into the record. Discussion ensued regarding the League of Cities and the background to the resolution. **Motion** by Commissioner Busch, seconded by Commissioner Mish, that we accept Resolution 2006-02. The public hearing was opened. There were no comments and the public hearing was closed. The **motion** carried unanimously, after a roll call vote

19. FINANCE DIRECTOR

A. RESOLUTION 2006-03, PERTAINING TO THE MAKEUP OF THE INVESTMENT COMMITTEE OF THE CITY; PROVIDING FOR CONFLICT AND PROVIDING AN EFFECTIVE DATE: Attorney Cino read the title of the resolution into the record. The Investment Committee names the mayor, a commissioner, an attorney and an investment broker/counselor and a banker as the voting members and the City Manager and the Financial Director as non-voting members. Discussion ensued regarding the wording of the document, and length of terms. Section 1 was revised to read "the investment committee consists of the city mayor, city commissioner, an attorney, an investment broker/counselor and a banker. Both the City Manager and the Finance Director will be non-voting members. The attorney, investment broker/counselor and the banker shall serve a term not to exceed two years. The mayor and the commissioner will be appointed at the sine die meeting. In the absence of the investment committee, the commission shall serve in that capacity." **Motion** by Commissioner Bates, seconded by Commissioner Busch, to approve Resolution 2006-03 as amended. The **motion** carried unanimously, after a roll call vote.

B. RESOLUTION 2006-04, PERTAINING TO THE INVESTMENT POLICY OF THE CITY, PROVIDING FOR CONFLICT AND PROVIDING AN EFFECTIVE DATE: Attorney

01/12/2006



**RESOLUTION 2011-15**

**A RESOLUTION OF THE CITY OF FLAGLER BEACH  
OPPOSING THE CONSTRUCTION OF PROPOSED  
FLORIDA DEPARTMENT OF TRANSPORTATION  
SEAWALLS ALONG THE BEACHES OF FLAGLER BEACH**

**WHEREAS**, the Florida Department of Transportation is planning construction of seawalls along the Atlantic Coast of Flagler Beach; and

**WHEREAS**, the City Commission of the City of Flagler Beach is charged with responsibility to protect the health, safety and welfare of the residents of and visitors to the City of Flagler Beach; and

**WHEREAS**, preservation of the natural environment is of great concern to the City Commission of the City of Flagler Beach as well as the residents of the City of Flagler Beach; and

**WHEREAS**, the beaches along the Atlantic Coast of Flagler Beach are known and appreciated for their recreational opportunities and also serve as valuable wildlife habitats; and

**WHEREAS**, the beaches of Flagler Beach are critically important natural resources of both Flagler Beach and Flagler County; and

**WHEREAS**, the beaches of Flagler Beach are critically important to the economies of Flagler Beach and other jurisdictions located in Flagler County; and

**WHEREAS**, the construction of seawalls along the beaches of Flagler Beach would negatively affect the quality of life for the residents of and visitors to the City of Flagler Beach as well as endanger or substantially impair the nesting grounds of sea turtles and indigenous species; and

**WHEREAS**, the construction of seawalls along the Atlantic Coast of Flagler Beach would inhibit the ability of citizens and visitors to peacefully enjoy the beaches; and

**WHEREAS**, seawalls are not conducive to the sound economic growth of Flagler Beach; and

**WHEREAS**, alternatives to seawalls exist that will effectively protect SR AIA without the damaging effects to the environment and economy that seawalls will cause; and

**WHEREAS**, the City Commission of the City of Flagler Beach requests the Florida Department of Transportation halt current plans to build seawalls along the Atlantic Coast of the City of Flagler Beach and explore alternatives that more adequately protect and promote the natural resources of Flagler Beach; and

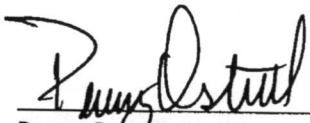
**WHEREAS**, the Flagler Beach City Commission requests the Florida Department of Transportation to involve and consider input from the various local governments of Flagler County as well as the citizens and businesses of all Flagler County jurisdictions.

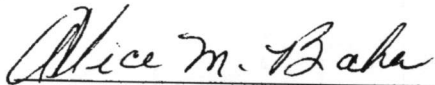
**NOW, THEREFORE** BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, that the City Commission opposes the construction of the currently planned seawalls along the Atlantic Coast of the City of Flagler Beach.

This Resolution shall take effect upon its adoption and shall be transmitted to the Florida Department of Transportation and may be transmitted to any other interested agencies or officials.

ADOPTED this ~~24<sup>th</sup>~~ day of March, 2011 by the City Commission of the City of Flagler Beach.

ATTEST:

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

  
\_\_\_\_\_  
Alice M. Baker, Mayor

RESOLUTION 2014-21

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, SUPPORTING THE FLAGLER COUNTY SHORE PROTECTION PROJECT HURRICANE AND STORM DAMAGE REDUCTION STUDY, PROVIDING FOR CONFLICT AND AN EFFECTIVE DATE.

**WHEREAS**, the City Commission of the City of Flagler Beach supports Flagler County in its efforts to obtain funding for the Flagler County Shore Protection Project, and

**WHEREAS**, the Army Corps Civil Works Review Board (CWRB) meets on Tuesday, August 26, 2014 to review the project, and

**WHEREAS**, the City of Flagler Beach stands in solidarity with Flagler County in urging the Civil Works Review Board to approve the project, thus allowing the County to seek approval from the United States Congress and allows them to move forward to the design and construction phases.

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

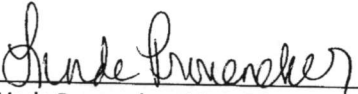
SECTION 1. . All resolutions or parts of resolutions in conflict herewith be and the same are hereby repealed.

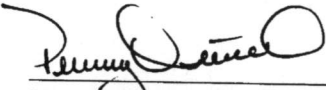
SECTION 4. This Resolution shall become effective immediately upon passage as provided by law.

PASSED AND ADOPTED THIS 12<sup>th</sup> DAY OF August, 2014.

ATTEST:

CITY OF FLAGLER BEACH, FLORIDA  
CITY COMMISSION

  
Linda Provencher, Mayor

  
Penny Overstreet, City Clerk

RESOLUTION 2017-02

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, URGING THE FLORIDA DEPARTMENT OF TRANSPORTATION TO COMMUNICATE WITH THE ARMY CORPS OF ENGINEERS TO ENSURE MEASURES TO PROTECT/REINFORCE STATE ROAD A1A WILL NOT IMPACT THE FEDERAL BEACH PROJECT, PROVIDING FOR CONFLICT AND AN EFFECTIVE DATE.

WHEREAS, on October 7, 2016, the City of Flagler Beach and State Road A1A within the City Limits was impacted by Hurricane Matthew; and

WHEREAS, the scenic and historic byway know as State Road A1A in Flagler Beach sustained damage within the Army Corps of Engineers defined "critical area" in need of beach restoration; and

WHEREAS, the Florida Department of Transportation is planning construction to reinforce and protect State Road A1A within the City limits of Flagler Beach; and

WHEREAS, the Flagler Beach City Commission is urging the Florida Department of Transportation to communicate and share their project plans for the State Road with the Army Corps of Engineers to ensure any protective or restoration measures they implement will not negatively impact the Federal Beach Project; and

WHEREAS, state road A1A is vitally important for economic stability of Flagler Beach and all of Flagler County; and

WHEREAS, alternatives to sea walls exist that will effectively protect State Road A1A without the damaging effects to the environment and our economy; and

WHEREAS, the City Commission of the City of Flagler Beach request the Florida Department of Transportation halt any current plans for the State Road until the Army Corps of Engineers and the Florida Department of Transportation agree that permanent road (SR A1A) construction plans will in no way negatively affect or revoke the Federal Beach Project, and

WHEREAS, the City Commission of the City of Flagler Beach will have the opportunity to review roadway (A1A) design plans prior to final allowing for public comments and to solicit response, and

WHEREAS, the City Commission is reaffirming the spirit and content of Resolution 2011-15 as adopted March 24, 2011.

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


SECTION 1. The City Commission of the City of Flagler Beach request the Florida Department of Transportation halt any current plans for the State Road until the Army Corps of Engineers and the Florida Department of Transportation agree that permanent road (SR A1A) construction plans will in no way negatively affect or revoke the Federal Beach Project

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

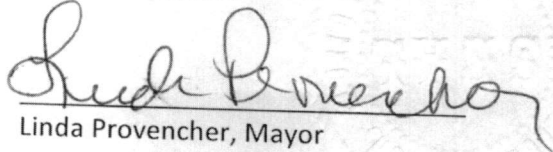
SECTION 3. This Resolution shall become effective immediately upon passage as provided by law.

PASSED AND ADOPTED THIS 3<sup>rd</sup> DAY OF JANUARY, 2017.

ATTEST:

  
Penny Overstreet, City Clerk

CITY OF FLAGLER BEACH, FLORIDA  
CITY COMMISSION

  
Linda Provencher, Mayor

# Suggested Positions for Consideration

- Above all else - robust, vegetated, Protective Dune Along A1A for entire 6.25 miles as most affordable and comprehensive solution for A1A, Property, Tourism, and Turtles.
- Request FDOT Funding Support on Ongoing Maintenance Plan of Protective Dunes through MOU similar to other Maintenance Activities.
- Avoid negating any federal money eligibility and the federalized ACOE project/future protections.
- Request FDOT/FHA to provide initial nonfederal match for ACOE project \$5,150,000 and provide the County with FDEP match for all other areas where A1A directly abuts the Ocean.
- Request State FDOT and FDEP assistance federally with securing the ACOE project for the protection of A1A, the Community and the environment.
- ~~County will continue to be the local sponsor for the ACOE project and will serve as a local sponsor for the FDEP project areas outside of the Army Corps Projects for these areas.~~

#18

ORDINANCE NO. 2017-XXXX

**AN ORDINANCE OF THE CITY OF FLAGLER BEACH, FLAGLER COUNTY, FLORIDA, ESTABLISHING A TEMPORARY 180 DAY MORATORIUM WITHIN THE CITY OF FLAGLER BEACH PROHIBITING THE ESTABLISHMENT AND OPERATION OF QUALIFIED DISPENSING FACILITIES FOR LOW-THC AND MEDICAL CANNABIS AND MEDICAL MARIJUANA TREATMENT CENTERS FOR MARIJUANA FOR MEDICAL PURPOSES DURING THE 180 MORATORIUM PERIOD; PROVIDING FOR FINDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, in 2014, the Florida Legislature passes the Compassionate Medical Cannabis Act of 2014, legalizing the cultivation, processing and dispensing of low-THC cannabis by qualified dispensing organizations to qualified patients; and

**WHEREAS**, in 2016, the Florida Legislature amended the Compassionate Medical Cannabis Act of 2014, legalizing the cultivation, processing and dispensing of medical cannabis and derived products by qualified dispensing organizations to eligible patients; and

**WHEREAS**, Constitutional Amendment No. 2 was approved by the voters of the State of Florida on November 8, 2016 by a margin of 71.3% in favor of the amendment to 28.8% opposed, and will become effective on January 3, 2017; and

**WHEREAS**, Constitution Amendment No. 2 provides for facilities for the medical use of marijuana, to be known as Medical Marijuana Treatment Centers ("MMTCs"); and

**WHEREAS**, Constitutional Amendment No. 2 provides that the Department of Health is to promulgate rules within six months after the effective date of the Amendment that provide, among other things, for the registration of MMTCs no later than nine months after the effective date of the Amendment; and

**WHEREAS**, future legislation may further expand the legal use of low-THC and medical cannabis and marijuana for medical purposes in Florida; and

**WHEREAS**, the City of Flagler Beach desires to study the impacts of qualified dispensing organizations for dispensing low-THC and medical cannabis and MMTCs for dispensing marijuana for medical purposes; and

**WHEREAS**, the City Commission of the City of Flagler Beach intends, as part of its study, to provide regulatory guidance for the establishment and operation of qualified dispensing organizations for dispensing low-THC and medical cannabis and MMTCs for dispensing marijuana for medical purposes within the City of Flagler Beach; and

**WHEREAS**, the City Commission of the City of Flagler Beach finds that enacting this temporary moratorium is appropriate to protect the health, safety, and general welfare of its citizens.

**NOW, THEREFORE**, be it enacted by the City Commission of the of Flagler Beach, Florida on this \_\_\_\_\_ day of 2017 as follows:

**Section 1.** Findings. The above recitals are incorporated herein as Findings of Fact.

**Section 2.** Moratorium on the Establishment and Operation of Qualified Dispensing Organizations for Dispensing Low-THC and Medical Cannabis and Medical Marijuana Treatment Centers.

- a. A temporary moratorium is in effect prohibiting the acceptance, processing, or approval of any application, including any application for a business tax receipt, within the City of Flagler Beach, Florida, relating to the establishment or operation of qualified dispensing organizations for dispensing low-THC and medical cannabis and Medical Marijuana Treatment Centers for dispensing marijuana for medical purposes from the effective date of this Ordinance until the date 180 days after the effective date of this Ordinance, until the City Commission approves and enacts land development regulations addressing the uses subject to this moratorium, or until the City Commission approves an enacts an Ordinance terminating this moratorium, whichever occurs first;
- b. During the effectiveness of the moratorium, the City shall study the establishment and operation of qualified dispensing organizations for dispensing low-THC and medical cannabis and Medical Marijuana Treatment Centers for dispensing marijuana for medical purposes;
- c. City staff shall report its findings to the City Commission, together with any recommended ordinance for the City Council's consideration, prior to the expiration of the temporary moratorium; and
- d. If the City requires additional time to complete the study and provide its recommendations to the City Commission, the Council may consider extending the moratorium through a subsequent ordinance providing the justification for the extension, with the extension of the moratorium subject solely to the Council's discretion, provided, however, that the moratorium shall not be unnecessarily extended so as to prevent the establishment or operation of qualified dispensing organizations for dispensing low-THC and medical cannabis and Medical Marijuana Treatment Centers for dispensing marijuana for medical purposes within the City of Flagler Beach.

**Section 3.** Non-codification. The provisions of this Ordinance, being temporary in nature, are not intended to be codified as a part of the Code of Ordinances of the City of Flagler Beach.

**Section 4.** Severability. If any section, sentence, phrase, word or portion of this ordinance is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word or portion of this Ordinance not otherwise determined to be invalid, unlawful or unconstitutional.

**Section 5.** Conflicts. All ordinances that are in conflict with this Ordinance are hereby repealed.



**Section 6.** Effective Date. This Ordinance shall become effective immediately upon its passage and adoption.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by the City Commission of the City of Flagler Beach, Florida.

PASSED ON FIRST READING: \_\_\_\_\_

PASSED ON SECOND READING: \_\_\_\_\_

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

*ATTEST:*

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

**CITY OF FLAGLER  
BEACH  
NOTICE OF  
CONSIDERATION  
OF MORATORIUM  
ORDINANCE  
REGARDING QUALIFIED  
DISPENSING FACILITIES  
FOR LOW-THC AND  
MEDICAL CANNABIS AND  
MEDICAL MARIJUANA  
TREATMENT CENTERS**

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

**ORDINANCE NO. 2017-01**

**AN ORDINANCE OF THE CITY OF FLAGLER BEACH, FLAGLER COUNTY, FLORIDA, ESTABLISHING A TEMPORARY 180 DAY MORATORIUM WITHIN THE CITY OF FLAGLER BEACH PROHIBITING THE ESTABLISHMENT AND OPERATION OF QUALIFIED DISPENSING FACILITIES FOR LOW-THC AND MEDICAL CANNABIS AND MEDICAL MARIJUANA TREATMENT CENTERS FOR MARIJUANA FOR MEDICAL PURPOSES DURING THE 180 MORATORIUM PERIOD; PROVIDING FOR FINDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE**

Public Hearings on this ordinance will be conducted as follows:

Planning and Architectural Review Board: Tuesday, January 3, 2017  
City Commission: First reading Thursday, January 12, 2017  
City Commission: Second Reading Thursday, January 26, 2017

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

A copy of this notice, the file relating to the proposed ordinance amendment is available for public inspection during regular business hours Monday through Friday from 8:00 a.m. to 5:00 p.m. at 105 South Second Street, Flagler Beach, Florida. The public is encouraged to participate in the processes and procedures of the City and to request copies of the proposed ordinance. For further information about the proposed ordinance, please call the Planning and Building Department at (386) 517-2000 Ext. 230.

Pursuant to Section 166.041(3)(a), F.S. all interested parties may appear and be heard with respect to the proposed ordinance.

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

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

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

**PROOF O.K. BY:** \_\_\_\_\_

**O.K. WITH CORRECTIONS BY:** \_\_\_\_\_

**PLEASE READ CAREFULLY • SUBMIT CORRECTIONS ONLINE**

**DF-0002227595-01 (100%)**

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NEXT RUN DATE: 12/27/16

PROOF DUE: 12/26/16 07:59:55

# STAFF- ATTORNEY CORRESPONDENCE

**Penny Overstreet**

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**From:** Drew Smith <dsmith@shepardfirm.com>  
**Sent:** Wednesday, December 28, 2016 2:29 PM  
**To:** Penny Overstreet  
**Cc:** Larry Newsom; Jeanelle Pagano; Larry Torino  
**Subject:** Re: Medical Marijuana Dispensaries

Thanks Penny,

It's actually slightly different than tattoo parlors and SOBs. Those are both protected speech (yes, the courts have determined tattoo parlors engage in protected speech) which is why cities cannot simply say "not in our town." Medical marijuana dispensaries, on the other hand are not "speech" activities. We are cautious about simply prohibiting medical marijuana dispensaries because of the constantly evolving set of regulations and the potential for preemption. That said, even though there may not be a property in the City where the zoning and spacing requirements line up, the Code allows for the potential of a rezoning, so, there is not a simple prohibition on the activity. I fully expect that there will be some modifications during our moratorium period and we can discuss this topic further along with any others that come up as we get a better sense of what the State regulations are going to look like.

Thanks, again.

Drew

On Dec 28, 2016 2:10 PM, Penny Overstreet <[POverstreet@CityofFlaglerBeach.com](mailto:POverstreet@CityofFlaglerBeach.com)> wrote:

Hello Drew,

After speaking with Larry Torino he raised concern about exclusion of these types of establishments based on current code. I attached a rough measurement from the furthest West Highway Commercial Zoned property to Wadsworth Park, not an exact measurement but close, it's 2330 feet which would preclude any dispensary from opening in Flagler Beach with the current code of Special Exception Use in Highway Commercial Zoning and Section 2.06.04(4) requires 2,500' separation from a pre-existing, church, school, day care public park or another dispensary. Larry T. added he's not an Attorney but thought we were not permitted to exclude the type of business similar to SOB's or tattoo parlors. Wanted to run by you, so if needed we could start the amendment to the current ordinance.

Happy New Year,

**Penny Overstreet CMC**

City Clerk  
City of Flagler Beach  
105 S. 2<sup>nd</sup> Street  
Flagler Beach, FL 32136

[www.cityofflaglerbeach.com](http://www.cityofflaglerbeach.com)

☎ 386-517-2000 ext. 233

☒ 386-517-2008

Reports

Parcel	+
Parcel List	+
Search	+
Legend	+
Measure	-

Click on the map to gather points, double click last point to complete.

Length: 2330.754 ft ✖

1) 29°28'26", -81°09'04"  
 2) 29°28'35", -81°08'39"

\*\* Enlarged text \*\*

Length: 2330.754 ft

1) 29°28'26", -  
 81°09'04"  
 2) 29°28'35", -  
 81°08'39"



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Web Maps Served: 500444 (Since Jan 01)

Interactive Layers  
 Parcels  
 Parcel Numbers  
 Dimensions  
 Lots  
 Yearly Sales  
 MLS Listings  
 Roads  
 Railroads  
 Lakes & Rivers  
 2016 Preliminary FEMA FIF  
 FEMA FIRM (flood zones)  
 Soil Types  
 Sec-Twin-Ring  
 Parks  
 Zoning Layers  
 Future Land Use Layers  
 Aerial Layers  
 2014 Aerial Photos  
 2011 Aerial Photos  
 2009 Aerial Photos  
 2008 Aerial Photos  
 2005 Aerial Photos  
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\*measurements are not exact

Example is the furthest West; Highway Commercial zoned property inside City limits. Measurement is from the Southwest corner of example property to Southwest corner of Wadsworth Park. The rough measurement is 2330.754 feet. Our current ordinance requires "Separation distances. No medical marijuana dispensary shall operate within two thousand five hundred (2,500) feet of any pre-existing school, church, day care facility, public park or another medical marijuana dispensary."



Reports  
 Parcel  
 Parcel List  
 Search  
 Legend  
 Measure

Click on the map to gather points, double click last point to complete.

Length: 2129.358 ft

1) 29°28'25", -81°09'04"  
 2) 29°28'42", -81°08'46"

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Controls  
 Layers  
 Interactive Layers  
 Parcels  
 Parcel Numbers  
 Dimensions  
 Lots  
 Yearly Sales  
 MLS Listings  
 Roads  
 Railroads  
 Lakes & Rivers  
 2016 Preliminary FEMA Flood  
 FEMA FIRM (flood zones)  
 Soil Types  
 Sec-Twn-Rng  
 Parks  
 Zoning Layers  
 Future LandUse Layers  
 Aerial Layers  
 2014 Aerial Photos  
 2011 Aerial Photos  
 2009 Aerial Photos  
 2008 Aerial Photos  
 2005 Aerial Photos  
 Static Map Links

Web Maps Served: 500444  
 (Since Jan 01)

Show Scale



# CURRENT FB CODE

**Sec. 2.02.00. - Definitions.**

*Medical marijuana dispensary.* A facility that is operated by an organization or business holding all necessary licenses and permits from which marijuana, cannabis, cannabis-based products, or cannabis plants are delivered, purchased, possessed, or dispensed for medical purposes and operated in accordance with all local, federal and state laws. Physicians authorized by State law to order low-THC cannabis, as defined in the state statutes, for patients' medical use are not included in the definition of medical marijuana dispensary.

*Non-medical marijuana sales.* The purchase, sale, transfer or delivery of marijuana, cannabis, cannabis-based products or cannabis plants when such sale, transfer or delivery is not associated with any medical purpose or use, whether or not such purchase, sale, transfer or delivery is lawful under federal or state law.

**Section 2.04.02.8. Zoning Schedule One Land Use Controls.**

SCHEDULE ONE ZONING SCHEDULE OF USE CONTROLS CITY OF FLAGLER BEACH			
CATEGORY OF USE	USES PERMITTED		
	UNRESTRICTED USES		<b>SPECIAL EXCEPTION USES</b>
	PRINCIPAL	ACCESSORY	
HC — HIGHWAY COMMERCIAL a. The provisions of this district are intended to complement the Commercial designation of the Future Land Use Map by providing a variety of commercial uses indigenous with the category. The activities permitted are oriented to the need of vehicular uses. These include activities that generate traffic volumes and require high demand parking considerations. b. Each parcel shall be developed so that pedestrian and vehicular circulation is coordinated with the circulation patterns of adjacent	1. Automotive retail parts store. 2. Automotive service stations without major mechanical repairs. 3. Automotive repair centers, tire sales and service without major mechanical repairs. 4. Car wash to include self-wash and/or drive-thru. 5. Bars, Cocktail lounges, taverns and nightclubs within a principal building or as an accessory to hotels and motels. 6. Financial institutions without drive-thru windows. 7. Health clubs. 8. Outdoor eating facilities and	1. Automobile parking structures. 2. Customary uses and structures clearly incidental to one (1) or more permitted uses or structures. 3. Monopole communication towers and communication antennas which do not exceed the established height	1. Commercial recreational facilities (e.g. bowling alley, billiard parlor). 2. Hotel, motels and inns. 3. Automotive service stations, automotive repair centers, and lube shops if abutting any residential zoning district. 4. Bars, cocktail lounges, taverns and the like with outdoor entertainment.

<p>properties. To minimize vehicular, pedestrian and bicycle conflict, cross access drives and internal oriented ingress, egress to individual parcels shall be employed, where applicable.</p> <p>NOTE: All commercial uses in existence at the time of the adoption date of Ordinance 2006-13, which are not in conformance with Schedule Two, Lot, Yard, and Bulk Regulations, shall hereby be deemed conforming uses</p>	<p>service associated with, and on the same property of an enclosed restaurant. There shall be no outdoor music or entertainment.</p> <p>9. Personal services.</p> <p>10. Personal storage facilities conducted within a totally enclosed structure.</p> <p>11. Professional and business services including but not limited to:</p> <p>a. Medical services and facilities without overnight care of patients.</p>	<p>limitations.</p>	<p>5. Restaurants with drive-thru window service.</p> <p>6. Financial institutions with drive-thru windows.</p> <p>7. Private, social, recreational or fraternal clubs or organizations.</p> <p>8. Churches, synagogues or other houses of worship.</p> <p><b>9. Medical Marijuana Dispensaries</b></p> <p>10. Farmer's Markets</p> <p>NOTE: All Special Exception uses are subject to <a href="#">Section 2.03.00</a> Establishment of Districts, and <a href="#">Section 2.06.01</a>, Special Exception uses.</p>
	<p>b. Veterinary offices. There shall be no overnight stays of animals, except for emergency care.</p> <p>c. Veterinary hospitals or clinics wholly within a noise-attenuated structure with no overnight stays of animals, except for emergency care.</p> <p>12. Retail building supplies.</p> <p>13. Retail sales and services.</p> <p>14. Restaurants.</p> <p>15. Shopping centers providing retail sales of food, hardware and other household items normally required to serve the residents of the community.</p> <p>16. Sexually oriented businesses as defined in <a href="#">Chapter 4</a>, Article II; City Code subject to the following:</p> <p>a. All such sexually oriented businesses, as defined in Ordinance 2006-15, shall maintain a minimum 200 foot setback from the following:</p> <p>1. An area zoned within the county, municipality or adjoining</p>		



	municipality for residential use,		
	<p>2. Areas designated as a category that permits residential uses on the Future Land Use Map of the city/, adjoining city or county.</p> <p>3. Preexisting residence.</p> <p>4. Preexisting religious institution.</p> <p>5. Preexisting park.</p> <p>6. Preexisting education facility.</p> <p>b. The distance from a proposed sexually oriented business to the aforementioned residential areas and other uses shall be measured by drawing a straight line between the closest property line of said residential areas or other uses and the closest exterior wall of any building in which the sexually oriented business is licensed to operate.</p> <p>17. Adult Arcades, as permitted in <u>Chapter 4</u> of the Code of Ordinances.</p>		

(Ord. No. 2006-13, § 2, 4-3-06; Ord. No. 2007-30, § 2, 9-27-07; Ord. No. 2007-33, § 2, 10-25-07; Ord. No. 2014-11, § 1, 5-22-14; Ord. No. 2014-12, § 1, 5-22-14; Ord. No. 2015-07, § 1, 8-27-15)

**Sec. 2.06.04. - Marijuana and cannabis.**

Non-medical marijuana sales and cannabis farms shall be prohibited uses in all zoning districts of the city. Medical marijuana dispensaries shall be a prohibited use in all zoning districts of the city except Highway Commercial. Medical marijuana dispensaries shall be allowed as a special exception use within the Highway Commercial zoning district upon application, hearing and approval as provided in this Code. An application for special exception use for a medical marijuana dispensary may be denied, approved or approved with conditions. In addition to all other requirements and conditions, the applicant shall comply with all the following conditions contained herein and no special exception for a medical marijuana dispensary shall be approved unless the applicant has shown by competent substantial evidence its ability to comply with each of the conditions contained herein.

(1)

*Loitering* . A medical marijuana dispensary shall provide adequate seating for its patients and business invitees and shall not allow patients or business invitee to stand, sit

(including in a parked car), or gather or loiter outside of the building where the dispensary operates, including in any parking areas, sidewalks, right-of-way, or neighboring properties for any period of time longer than that reasonably required to arrive and depart. The medical marijuana dispensary shall post conspicuous signs on at least three (3) sides of the building that no loitering is allowed on the property.

(2)

*No drive through service.* No medical marijuana dispensary shall have a drive through or drive in service aisle. All dispensing, payment for and receipt of products shall occur from inside the medical marijuana dispensary.

(3) *Alcoholic beverages* . No consumption of alcoholic beverages shall be allowed on the premises on which a medical marijuana dispensary is located, including the parking areas and sidewalks.

\* (4) *Separation distances.* No medical marijuana dispensary shall operate within two thousand five hundred (2,500) feet of any pre-existing school, church, day care facility, public park or another medical marijuana dispensary.

(5) *Compliance with other laws* . All medical marijuana dispensaries shall at all times be in compliance with all federal, state and local laws and regulations.

Each application for a special exception shall be accompanied by a site plan incorporating the regulations established herein. The site plan shall be drawn to scale indicating property lines, rights-of-way, and the location of buildings, parking areas, curb cuts and driveways.

(Ord. No. 2014-12, § 1, 5-22-14)

**Editor's note**— Ord. No. 2014-12, § 1, adopted May 22, 2014, set out provisions for use herein as § 2.06.04. Prior to the adoption of those provisions § 2.06.06 was repealed by Ord. No. 2010-15, § 3, adopted November 18, 2010. The former § 2.06.04 pertained to signs and was derived from Ord. No. 2004-32, § 1, adopted October 8, 2004. See §§ 7.00.00—7.13.04 for provisions relating to signs.

## ORDINANCE NO. 2017-\_\_\_\_\_

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA ESTABLISHING A TEMPORARY MORATORIUM WITHIN THE JURISDICTIONAL LIMITS OF THE CITY OF PALM COAST; ADOPTING FINDINGS OF FACT; PROHIBITING ANY AND ALL MEDICAL CANNABIS ACTIVITIES DURING THE MORATORIUM PERIOD INCLUDING THE GROWING, CULTIVATION, PROCESSING, MANUFACTURE, DISPENSING, DISTRIBUTION, AND SALE OF MEDICAL CANNABIS, LOW-THC CANNABIS, DERIVATIVE PRODUCTS, AND RELATED ACTIVITIES; DIRECTING STAFF TO DEVELOP PROPOSED UNIFIED LAND DEVELOPMENT CODE PROVISIONS AND OTHER RECOMMENDATIONS REGARDING SUCH CANNABIS RELATED ACTIVITIES; PROVIDING AN ADMINISTRATIVE RELIEF PROCEDURE; PROVIDING FOR PENALTIES, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.**

**WHEREAS**, the City is granted the authority, under Section 2(b), Art. VIII of the State Constitution, and Section 166.021, Florida Statutes, to exercise any power for municipal purposes, except when expressly prohibited by law; and

**WHEREAS**, in 2014, the Florida Legislature passed the Compassionate Medical Cannabis Act, codified at Section 381.986, Florida Statutes (the "Compassionate Use Act"), which authorizes a licensed dispensing organization to cultivate, process, transport, and dispense "Low-THC Cannabis," as defined by Section 381.986(1)(e), Florida Statutes, and derivative products for use by certain "qualified patients," as defined by Section 381.986(1)(h); and

**WHEREAS**, in 2015 the Florida Legislature passed the Right to Try Act, codified at Section 499.0295, Florida Statutes, which amended the Compassionate Use Act and authorizes a licensed dispensing organization to cultivate, process, transport, and dispense "Medical Cannabis," as defined by Section 381.986(1)(f), Florida Statutes, and derivative products for use by certain "eligible patients," as defined by Section 499.0295, Florida Statutes; and

**WHEREAS**, to date, the Florida Department of Health has approved six (6) dispensing organizations throughout the State of Florida, which are authorized to cultivate, process, transport, and dispense Medical Cannabis, Low-THC Cannabis, and derivative products; and

**WHEREAS**, on November 8, 2016, Florida voters voted on the Florida Right to Medical Marijuana Initiative, and passed an amendment which would amend the Florida Constitution to authorize "Medical Marijuana Treatment Centers," defined therein as "an entity that acquires, cultivates, possesses, processes (including development of related products such as food, tinctures, aerosols, oils, or ointments), transfers, transports, sells, distributes, dispenses, or administers

marijuana, products containing marijuana, related supplies, or educational materials to qualifying patients or their caregivers and is registered by the Department;” and

**WHEREAS**, the passage of the Florida Right to Medical Marijuana Initiative expands the medical use of cannabis and related products to patients suffering from certain “Debilitating Medical Conditions,” as defined therein, which represents a broader population of patients than those eligible under the Compassionate Use Act and the Right to Try Act; and

**WHEREAS**, the recent legalization of Low-THC Cannabis and Medical Cannabis by the Compassionate Use Act and the Right to Try Act, respectively, and changes in the law including but not limited to passage of the Florida Right to Try Medical Marijuana Initiative, raise substantial questions regarding the impact of Medical Cannabis Activities, as defined herein, upon the public health, safety, and welfare of citizens within the City of Palm Coast; and

**WHEREAS**, the purpose of this ordinance is to place a temporary moratorium on Medical Cannabis Activities, as defined herein, for a period of time reasonably necessary for the City of Palm Coast to investigate the impacts of such Medical Cannabis Activities upon the public health, safety, and welfare, and to promulgate reasonable regulations relating to such activities if deemed advisable by the City; and

**WHEREAS**, the Palm Coast City Council finds that this Ordinance advances important government purposes, including but not limited to reducing the likelihood of potentially negative effects of unregulated Medical Cannabis Activities, as defined herein, upon residents and businesses located within the City; and

**WHEREAS**, the City Council of the City of Palm Coast, Florida, hereby finds this ordinance to be in the best interests of the public health, safety, and welfare of the citizens of Palm Coast.

**NOW THEREFORE, IT IS HEREBY ORDAINED BY THE CITY OF PALM COAST, FLORIDA:**

**SECTION 1. RECITALS.** The foregoing recitals are hereby ratified and fully incorporated herein by reference as legislative findings of the City Council of Palm Coast.

**SECTION 2. DEFINITIONS.** For the purposes of this ordinance, the following words, terms, and phrases, including their respective derivatives, have the following meanings:

- a. *Derivative Product* means any form of cannabis suitable for routes of administration.
- b. *Low-THC Cannabis* has the meaning established in Section 381.986(1)(e), Florida Statutes, and means a plant of the genus Cannabis, the dried flower of which

contain 0.8 percent or less of tetrahydrocannabinol and more than 10 percent of cannabidiol weight for weight; the seeds thereof; the resin extracted from any part of such plant; or any compound, manufacture, salt, derivative, mixture, or preparation of such plant or its seed or resin.

- c. *Medical Cannabis* has the meaning established in Section 381.986(1)(f), Florida Statutes, and means all parts of any plant of the genus Cannabis, whether growing or not; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant or its seeds or resin.
- d. *Medical Cannabis Activities* means, without limitation, the growing, cultivation, processing, manufacture, dispensing, distribution, storage, and wholesale and retail sale of Medical Cannabis, Low-THC Cannabis, and Derivative Products, and other related activities. The term Medical Cannabis Activities shall include any single activity or combination of activities described in this definition.

**SECTION 3. TEMPORARY MORATORIUM.** Beginning on the effective date of this ordinance and continuing for a period of 270 days, or sooner if provided by an ordinance by the Palm Coast City Council, a moratorium is hereby imposed upon Medical Cannabis Activities, except for activities that have previously received final approval by the City, and except where City regulation is preempted or is otherwise inconsistent with Florida law. Further, the review of any applications for Medical Cannabis Activities that may be pending on the date of the adoption of this Ordinance, shall be abated, and no new applications for such permits shall be accepted or processed during the moratorium period. In addition, to the extent that a person or entity is authorized to carry out any Medical Cannabis Activities within the City by previous final approval by the City, this moratorium shall prohibit the expansion or relocation of any such authorized activity or facility and the opening of any new facility.

**SECTION 4. EXPIRATION OF THE TEMPORARY MORATORIUM.** The temporary moratorium imposed by Section 3 of this Ordinance expires 270 days from the effective date of this ordinance, or at an earlier date if provided by ordinance of the Palm Coast City Council.

**SECTION 5. RECOMMENDATIONS FOR UNIFIED LAND DEVELOPMENT CODE.** City Staff, at the City Council's direction & City Manager's direction and in consultation with the City Attorney, is hereby directed to study Medical Cannabis Activities and their impact on the health, safety, and welfare of residents and businesses located within the City, and to develop and recommend, as deemed advisable by the City Manager, land development code provisions for Medical Cannabis Activities in the City, and any other relevant regulations and recommendations, with such recommendations and proposed regulations being delivered to the Palm Coast City Council within a reasonable time before the expiration of this moratorium.

**SECTION 6. ADMINISTRATIVE RELIEF PROCEDURE.**

(a) The City Council may authorize exceptions to the moratorium imposed by this Ordinance when it finds, based upon substantial competent evidence presented to it, that deferral of action on an application for permit, development order, or other official action of the City for the duration of the moratorium would impose an extraordinary hardship on a landowner or petitioner.

(b) A request for an exception based upon extraordinary hardship shall be filed with the City Manager or designee, including a non-refundable fee of \$350.00 by the owner/petitioner, or the petitioner with the consent of the owner/petitioner, to cover processing and advertising costs, and shall include a recitation of the specific facts that are alleged to support the claim of extraordinary hardship, and shall contain such other information as the City Manager shall prescribe as necessary for the City Council to be fully informed with respect to the application.

(c) A public hearing on any request for an exception for extraordinary hardship shall be held by the City Council at the first regular meeting of the City Council that occurs after the expiration of the period for publication of notice of the request for an exception.

(d) Notice of filing of a request for an exception, and the date, time, and place of the hearing thereon shall be published once at least 7 days prior to the hearing in a newspaper of general circulation within the city limits of the City of Palm Coast, Florida.

(e) In reviewing an application for an exception based upon a claim of extraordinary hardship, the City Council shall consider, at a minimum, the following criteria:

- (1) The extent to which the applicant has, prior to \_\_\_\_\_, 20\_\_\_\_, received City of Palm Coast license, permit or approval for Cannabis related use as defined in this Ordinance.
- (2) The extent to which the applicant has, prior to \_\_\_\_\_, 20\_\_\_\_, made a substantial expenditure of money or resources in reliance upon license, permits or other approvals of the City of Palm Coast directly associated with the operation or construction of a Medical Cannabis Activity as defined in this Ordinance, such as the installation of utility infrastructure or any other improvements.
- (3) Whether the applicant, prior to \_\_\_\_\_, 20\_\_\_\_, has contractual commitments in reliance upon license, permits or other approvals of the City of Palm Coast to operate or construct a Medical Cannabis Activity as defined in this Ordinance.
- (4) Whether the applicant, prior to \_\_\_\_\_, 20\_\_\_\_, has in reliance upon license, permits or other approvals of the City of Palm Coast incurred financial obligations to a lending institution which, despite a thorough

review of alternative solutions, the applicant cannot meet unless a Medical Cannabis Activity as defined in this Ordinance is permitted or allowed.

- (5) Whether the moratorium will expose the applicant to substantial monetary liability to third persons; or would leave the applicant completely unable, after a thorough review of alternative solutions, to earn a reasonable investment backed expectation on the real property that is affected by this Ordinance.

(f) At a minimum, the City Council shall consider the following non-exclusive factors under the criteria set forth in subsection (e) above:

- (1) The history of the property;
- (2) The history of the commercial, business or any use on the property; and
- (3) The location of the property relative to any major highway, collector or arterial streets.

(g) At the conclusion of the Public Hearing and after reviewing the evidence and testimony placed before it, the City Council shall act upon the request either to approve, deny, or approve in part and deny in part the request made by the applicant.

**SECTION 7. PENALTIES.** Violations of this Ordinance are punishable as provided by the City Code of Palm Coast, Florida, or other applicable Code provisions.

**SECTION 8. SEVERABILITY.** It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Code are severable, and if any phrase, clause, sentence, paragraph or section of this Code shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Code.

**SECTION 9. CONFLICTS.** All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

**SECTION 10. EFFECTIVE DATE.** This Ordinance shall become effective immediately upon its passage and adoption.

Approved on first reading this 20th day of December 2016.

Adopted on the second reading after due public notice and hearing this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**CITY OF PALM COAST, FLORIDA**

*ATTEST:*

\_\_\_\_\_  
MILLISSA HOLLAND, MAYOR

\_\_\_\_\_  
VIRGINIA A. SMITH, CITY CLERK

APPROVED AS TO FORM AND CONTENT

\_\_\_\_\_  
WILLIAM E. REISCHMANN, JR.  
CITY ATTORNEY



Item

19

Staff

Reports

## **Penny Overstreet**

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**From:** Robert Pace  
**Sent:** Thursday, December 08, 2016 1:17 PM  
**To:** Larry Newsom  
**Cc:** Penny Overstreet  
**Subject:** Weekly Highlights

12/08/2016

Mr. Newsom,

The following are the weekly highlights;

- The department has installed many smoke detectors for local residents over the last year. Our supply is nearly depleted and staff has applied for another grant from the Kidde company. We expect to receive the new detectors in the next couple of weeks
- United Fire is house this week teaching the Hydraulics portion of the Driver Engineer class. The Pump Operator portion of the 90 hour course will take place next week making all of our newer members eligible for their state exams
- Fire Marshal Gocke conducted five inspections of local businesses this week. There were four courtesy inspections and one completed inspection
- The department has finally received all the equipment for the Toughbook computer to be installed in Ladder11. Unfortunately the swing arm unit will not work in the cab, the computer will eventually be mounted in a slide tray. I will continue to work with IT to resolve this issue
- Several department members attended the Firefighter of the Year luncheon on Wednesday. As you D/E Morgan Walden was selected for Flagler Beach and we are all very proud of her
- Though the notifications are dated when received, the department received its 2015 certificate for incident reporting from the State Fire Marshal's Office. This is the fourth year running the department has received a certificate for 100% compliance

Look forward to talking to you soon.

Thanks,

Bobby Pace  
Fire Chief  
Flagler Beach Fire Department



# Flagler Beach Fire Department

Weekly Run Report from 12/1/16-12/7/16

## CALLS BY INCIDENT TYPE

### EMS

13

### FIRE

2

### Hazardous Condition (No Fire)

1

### Service Call

5

### Motor Vehicle Accident

4

### Fire Alarm

0

### Total Calls

25

## Penny Overstreet

---

**From:** Robert Pace  
**Sent:** Thursday, December 15, 2016 1:08 PM  
**To:** Larry Newsom  
**Cc:** Penny Overstreet  
**Subject:** Weekly Highlights

12/15/2016

Mr. Newsom,

The following are the weekly highlights;

- On Saturday one the department's volunteers (George Sipes) dressed as Santa Claus at the Women's club for a pancake breakfast supporting FBPD. The feedback I received was the breakfast was a great success and that George did an outstanding job
- I've spoken with Jared (Rep with TAW) and let him know that we can schedule a meeting after the first of the year. I will get with Liz to see when your schedule will allow
- I was contact with Overhead Door of Daytona and it is my hopes to have the quote for maintenance contract in the next couple of days. If time allows I like to discuss it with you possibly early next week
- The department's 4 newest members have been attending an 80 hr. Hydraulics/ Pump Operator course the last 2 weeks. Hydraulics was completed 12/09 and Pump Operator will wrap up tomorrow
- Jarod Shupe is now working with Ridgeline Inc. to exchange the improper equipment for mounting the Toughbook. I was informed the required slide tray should be delivered in the next couple of weeks
- I will have the additional quote we discussed concerning the brush truck tomorrow. I would like to discuss the quote with you and the department's next course of action

I look forward to talking to you soon.

Thanks,

Bobby Pace  
Fire Chief  
Flagler Beach Fire Department



# Flagler Beach Fire Department

Weekly Run Report from 12/8/2016 – 12/15/2016

## CALLS BY INCIDENT TYPE

### EMS

10

### FIRE

4

### Hazardous Condition (No Fire)

0

### Service Call

6

### Good Intent Call

0

### False Alarm & False Call

2

### Total Calls

22

## **Penny Overstreet**

---

**From:** Robert Pace  
**Sent:** Thursday, January 05, 2017 4:29 PM  
**To:** Larry Newsom  
**Cc:** Penny Overstreet  
**Subject:** Weekly Highlights

Mr. Newsom,

Considering the short weeks and holiday routine, I've combined the last two weeks into one report. The weekly highlights are listed as followed;

- I've spoken with Patrick Juliano once again this week and I am expecting a response back next week concerning emergency response on the pier
- As you know repair work has begun on Brush Attack 11. Flagler Diagnostic Center will be completing the repairs. This unit is expected to be back in service sometime next week
- The Quarterly Safety Meeting took place at the department before the break. Safety shoes and eye protection were the topics reviewed
- Final information concerning the hydrant maintenance/repair contract was delivered to Penny today
- Final information concerning the overhead door contract was delivered to Kathleen today
- On 12/16/16 the department conducted a station tour for 108 children from the Imagine School
- There was a slight delay due to several members participating in the Driver/Engineer course, but A shift completed annual hose testing on 12/22/16
- Three of the department's air packs were in need of minor service and were sent out to Fisher Safety for the repairs. The packs have been returned to the station and placed back in service on 01/02/17

I look forward to talking to you soon.

Thanks,

Bobby Pace  
Fire Chief  
Flagler Beach Fire Department



# Flagler Beach Fire Department

Weekly Run Report from 12/25/2016 – 1/5/2017

## CALLS BY INCIDENT TYPE

### EMS

15

### FIRE

3

### Hazardous Condition (No Fire)

1

### Service Call

4

### Good Intent Call

0

### False Alarm & False Call

2

### Total Calls

25

**FLAGLER BEACH LIBRARY**

**MONTHLY REPORT**

MONTH: NOVEMBER, 2016

CIRCULATION:

BOOKS: 455

DVDS: 3

AUDIOS: 20

MEMBERSHIPS:

NEW: 4

RENEWALS: 18

BOOKS PURCHASED:

FICTION: 30

NON-FICTION: 10

LARGE PRINT: 20

YOUNG ADULT/CHILDREN: 2

DVDS PURCHASED: 0

AUDIOS PURCHASED: 2

CD MUSIC:





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

**Chief's Weekly Report**

From: Friday	11/25/2016		To: Thursday		12/1/2016
Calls For Service	44	Felony Arrest	0	Reports Written	12
Self-Initiated	53	Misd. Arrest	1	Comm. Policing	50
Traffic Stops	77	City Ordinance	11	Security Checks	274
				Citations Issued	15
				Warnings (Written/Verbal)	80

**Chief's Weekly Summary**

**Saturday:** 11/26/16 @ 11:48 p.m. / Crash with Injuries / 1700 Block of North Oceanshore Boulevard: The crash involved a green Honda CRV and a white Nissan Sentra. The Nissan Sentra was travelling south on North Oceanshore and the Honda was travelling north. The Honda then attempted to turn onto North 17th Street from North Oceanshore when the Nissan's front bumper then impacted the Honda's front passenger side causing air bag deployment on both vehicles. All parties involved were checked medically by Rescue 11 (and cleared) and both vehicles were towed from the scene.

**Sunday:** 11/27/16 @ 5:52 p.m. / Baker Act / 1000 Block of South Daytona Avenue: The reporting party called in to advise that his wife had taken a bottle of prescription medication. Upon arrival the victim stated she did not want to live and she'd ingested a large amount of prescription pills due to a child custody battle between her and her ex-husband. Rescue 11 transported the victim to Florida Hospital Flagler while a Patrol Officer followed them. A Baker Act form was completed and left at the Hospital.

**Monday:** 11/28/16 @ 10:10 p.m. / Missing Person Recovered (Juvenile) / SR100 & Old Kings Road: A Patrol Officer observed a vehicle matching the description of a vehicle possibly being driven by a female juvenile who had been reported missing. The vehicle was traveling west on SR100 within our City limits and was eventually stopped at Old Kings Road. The traffic stop resulted in the recovery of the missing juvenile. A Flagler County Sheriff's Office Deputy responded to the scene and turned the juvenile over to her parents.

**Tuesday:** 11/29/16 @ 10:49 a.m. / Traffic Arrest / 1900 Block of South Central Avenue: A Patrol Officer conducted a traffic stop on a motor vehicle and the Driver was found to be operating the vehicle with a Suspended Driver's License. The Driver was arrested without incident and transported to the Flagler Inmate Facility without incident.

**Wednesday:** Two (2) local Girl Scout Troops toured the Police Department between 4:00 p.m. and 4:30 p.m.

**Wednesday:** 11/30/16 @ 9:23 p.m. / Assist Other Agency / 1400 Block of Lambert Avenue: The Flagler County Sheriff's Office requested assistance in locating a female that was issued an Ex-Parte order earlier in the day. Officers located the female at a private residence and secured her. The subject advised she was there with her sixteen (16) year old son. The subject was uncomfortable leaving her child with the available family members. The Department of Children & Families was notified and a Staff member responded to take custody of the juvenile.

**Thursday:** 12/1/16 @ 1:48 p.m. / Larceny / 2500 Block of South Central Avenue: Officers responded in reference to nail gun being stolen from a framing company trailer. The owner of the company advised he believes one of his employees that asked him for a loan and was denied stole a Hitachi coil nail gun (Serial # 0352079) from his trailer on the job site. The nail gun was worth \$280.00 and was entered into Leads on line and entered as stolen in FCIC/NCIC.

**SRA1A Zone:** During the week Officers conducted radar operations in the 25 mph zone on South Oceanshore Boulevard. Officers issued three (3) written warnings, three (3) verbal warnings and one (1) traffic citation. Officers will continue to monitor this location.

**Toys for Tickets:** During the third week of this year's campaign, Officers issued fifty-three (53) written warning citations and accompanying "toy waivers". To date we've issued one hundred and twenty four (124) warnings in conjunction with this year's campaign.

**Training:** Officer Guerrero attended a free, forty (40) hour training class this week at Daytona State College. The class, "Investigating Crimes Against Children" provided instruction on the forensic interviewing of children, crime scene processing and interviewing offenders. Sergeant Blank attended a free, forty (40) hour Stress Management techniques class at Daytona State College. The course is instructed from 6:00 p.m. to 10:00 p.m. over ten (10) nights, starting on November 28<sup>th</sup> and concluding on December 9<sup>th</sup>. The topics of instruction included managing change, the role of physical fitness and nutrition, substance abuse, dealing with critical incident stress and the assessment of stressors and reactions.



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

**Chief's Weekly Report**

From: Friday	12/2/2016		To: Thursday		12/8/2016
Calls For Service	72	Felony Arrest	0	Reports Written	13
Self-Initiated	36	Misd. Arrest	3	Comm. Policing	34
Traffic Stops	32	City Ordinance	13	Security Checks	239
				Citations Issued	9
				Warnings (Written/Verbal)	38

**Chief's Weekly Summary**

**Friday:** 12/2/16 @ 1:31 a.m. / DUI Arrest / 200 Block of North Central Avenue: The reporting party advised that he observed two (2) intoxicated females enter a gold Chevrolet Cavalier and drive out of the Finn's parking lot. A Patrol Officer located the vehicle and observed an erratic driving pattern. The vehicle then entered the parking lot of the PNC bank at 205 North Central Avenue and parked in the middle of the travel lane. Field sobriety exercise were completed and the female driver was subsequently arrested without incident and charged with Driving under the Influence.

**1st Friday:** Flagler County School Choirs and Bands provided outstanding holiday entertainment for this month's event. A large crowd was on hand at 7:00 p.m. when Veteran's Park was illuminated with holiday lights. During the event two (2) small children were separated from their parents and they were reunited relatively quickly.

**Holiday @ the Beach:** A parachuting Santa Claus landed on our Beach at 1:00 p.m. signaling the start of the holiday parade. The weather for the parade was absolutely beautiful and the parade route was packed with residents and visitors alike. The traffic detour for the parade was put into effect at 12:45 p.m. The parade ended at approximately 2:15 p.m. and all roadway restrictions were removed before 2:45 p.m. Traffic assistance for the parade was provided by R.E.A.C.T. 4800 as well as the Flagler County Sheriff's Office Motor Unit and the Citizens Observer Patrol.

**Friday:** 12/2/16 @ 8:37 p.m. / Crash with Injuries / SR100 & Flagler Avenue: A white SUV traveling east on SR100 ran the red light at Flagler Avenue and collided with another white SUV traveling northbound on Flagler Avenue. The involved vehicles had extensive damage and were towed from the scene by Saxon's. One (1) driver with non-life threatening injuries was transported to Florida Hospital Flagler by Rescue 11.

**Friday:** 12/4/16 @ 5:40 a.m. / Baker Act / 2000 Block of South Daytona Avenue: The reporting party called to report that a female on scene had cut her wrist in an attempt to commit suicide. Upon Officers arrival the female had already been transported to Florida Hospital Flagler via a friend. Officers responded to the Hospital where an interview was conducted and the female admitted to being depressed. Baker Act paperwork was completed and left with Hospital Staff.

**Tuesday:** 12/6/16 @ 12:35 a.m. / Trespass / 800 South Daytona Avenue: While conducting a security check of the "T-Docks" a Patrol Officer encountered four (4) subjects; one (1) of which had an open beer. A City Ordinance Citation was issued as well as a Notice of Trespass.

**Thursday:** Chief Doughney attended the monthly Multi-Disciplinary Team meeting which is conducted at the State Attorney's Office. Members from the State Attorney's Office, the University of Florida's Child Protection Team, the Department of Children and Families (DCF) and the Flagler County Sheriff's Office were also in attendance. Chief Doughney also attended the Flagler County Sheriff's Office annual awards luncheon.

**Thursday:** 12/8/16 @ 10:41 p.m. / Burglary Vehicle / 1200 Block of North Oceanshore Boulevard: The victim reported that he left his vehicle with the passenger door un-secured and an unknown person(s) entered and took a construction level and miscellaneous paperwork from the glove box. There were other expensive items in the vehicle that the suspect(s) did not take. The victim stated that the incident happened sometime Tuesday evening through early Wednesday morning.

**Thursday:** 12/8/16 @ 7:07 p.m. / Residential Burglary / 200 Block of 8<sup>th</sup> Street South: The victim reported that he was away from his residence between 5:30 p.m. – 7:00 p.m. and upon his return he noticed that entry to his home had been made through the eastside bathroom window via a ladder. Taken were two (2) Dell Laptops, iPhone 6, and a firearm. All items were on the front dining room table with blinds partially open for several days. A possible suspect has been identified and Detective Williams will be following up on this case.

**SRA1A Zone:** During the week Officers conducted radar operations in the 25 mph zone on South Oceanshore Boulevard. Officers issued two (2) traffic citations and we'll continue to monitor this location.

**Toys for Tickets:** During the fourth week of this year's campaign, Officers issued fifteen (15) written warnings and accompanying "toy waivers". To date we've issued one hundred and thirty nine (139) warnings in conjunction with this year's campaign.

**Training:** On Friday, December 2<sup>nd</sup> Sergeant Shamp attended the third of five (5) sessions in the "Leadership Innovation & Supervision Course Series" conducted at Daytona State College. The lesson for this session was "Mastering Leadership Communication". The fourth session in the series has yet to be announced.



**FLAGLER BEACH POLICE DEPARTMENT**  
 Matthew P. Doughney, Chief of Police  
 204 South Flagler Avenue  
 Flagler Beach, FL 32136  
 386.517.2023

**Chief's Weekly Report**

From: Friday	12/16/2016		To: Thursday		12/22/2016
Calls For Service	64	Felony Arrest	0	Reports Written	17
Self-Initiated	32	Misd. Arrest	3	Comm. Policing	32
Traffic Stops	24	City Ordinance	8	Security Checks	273
				Citations Issued	11
				Warnings (Written/Verbal)	22

**Chief's Weekly Summary**

**Friday:** 12/16/16 @ 11:44 a.m. / Warrant Arrest / 1500 Block of South Oceanshore Boulevard: Flagler County's Civil Division received an e-mail tip that a fugitive with an active arrest warrant was at a location within our City limits. Officers obtained the warrant information, they located the subject and arrested him without incident. The confirmed active warrant was for Violation of Pre-Trial Release and the subject as transported to the Flagler Inmate Facility.

**Friday:** Chief Doughney and Officer Cozzone assisted the Flagler Beach Rotary Club with this year's "Project Share" initiative. Hundreds of toys and bicycles were loaded into trucks at the Old Food Lion store and were delivered by Rotarians to families in need during the holidays. Chief Doughney also attended the retirement ceremony for Flagler County Clerk of the Court, Gail Wadsworth, which was held at the County Courthouse in Bunnell.

**Friday:** Fourteen (14) members of the Police Department participated in the year's "Christmas with a Deputy" community policing event at the Target store on SR100. Each member of the Police Department was paired with a child and we were escorted to the Target store from Chimento Building by the Flagler County Sheriff's Office Motorcycle Unit. Each child was presented with a \$150 gift card and they were accompanied by members of our Staff. The children and our Staff had an amazing time and there was a great turnout for this year's event!

**Saturday:** 12/17/16 @ 11:35 a.m. / Burglary Vehicle / 400 Block of 19th Street South: The victim reported that sometime between 9:00 p.m. on 12/16/16 and 11:15 am this date an unknown person(s) entered her 2012 Chrysler vehicle and took her GPS, her Handicap Placard and the vehicle owner's manual. There was no forced entry and no suspects at this time.

**Saturday:** 12/17/16 @ 12:09 p.m. / Burglary Vehicle / 1900 Block of South Palmetto Avenue: The victim reported that sometime between 11:00 p.m. on 12/16/16 and 9:00 a.m. today, an unknown person(s) entered her 2002 Ford Truck and took two (2) Flashlights and a jar of change. There was no forced entry, and the vehicle was unsecured (driver's side window down). There are no suspects at this time.

**Saturday:** 12/17/16 @ 10:36 p.m. / Larceny Shoplifter / 414 Beach Village Drive (Publix): While a Patrol Officer was conducting a nightly security at Publix, the Store Manager advised he believed that a female customer was up so something suspicious earlier in the night. The Manager checked the security footage and discovered that the female in question entered the store and took items off the shelves, placed them in a bag then went to service desk and used old receipts for some items to obtain cash. The investigation lead to the female being located at Poor Wait's, where she was subsequently arrested without incident.

**Sunday:** 12/18/16 / 12:50 p.m. / Larceny Shoplifter / 2301 Moody Blvd (CVS): Store management called to report a Larceny that occurred thirty (30) minutes prior to them calling. Two (2) unknown females came into the store, one (1) requested to see Nicorette Lozenges and when the cashier was distracted the theft occurred. The Manager of CVS stated that the females have shoplifted before, but the Police were not notified. The Lozenges were valued at \$37.99 and a Police report was completed. An "Attempt to Identify" flyer was issued to the media and was also posted on the Police Departments social media sites. Detective Williams has a suspect in this case and she's working on a photo lineup that will provided to the manager for possible identification purposes.

**Monday:** Chief Doughney attended the City Safety meeting held at the Fire Department. The topics for this safety meeting were safety for employee's feet/proper footwear and eye/face protection at work.

**Tuesday:** 12/20/16 @ 3:53 p.m. / Warrant Arrest / 1900 Block of South Oceanshore Boulevard: Officers received information from Flagler County's Civil Division that a fugitive with an active arrest warrant was at a location within our City limits. Officers obtained the warrant information, they located the subject and arrested her without incident. The confirmed active warrant was for Violation of Pre-Trial Release and the subject as transported to the Flagler Inmate Facility.

**Thursday:** Our Victim Advocate, Ms. Donna Kearney, picked up her newly purchased City vehicle at Tom Gibbs Chevrolet. The 2015 Chevrolet Trak will be used by our Victim Advocate to assist her in the transportation of victims to shelters, Court appearances, etc. "Thank You" to our City Manager and our City Commission for their continued support of the Victim Advocate Program and for affording us with the opportunity to purchase a new vehicle in this year's budget.



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

**Chief's Weekly Report**

From: Friday	12/9/2016		To: Thursday		12/15/2016
Calls For Service	57	Felony Arrest	1	Reports Written	15
Self-Initiated	32	Misd. Arrest	2	Comm. Policing	53
Traffic Stops	53	City Ordinance	10	Security Checks	251
				Citations Issued	12
				Warnings (Written/Verbal)	53

**Chief's Weekly Summary**

**Saturday:** 12/10/16 @ 8:16 a.m. / Fraud / 600 Block of Springdale Drive: The victim reported that an unknown person(s) made approximately \$700.00 in unauthorized charges through her PayPal account. Items that were unlawfully purchased were shipped to an address in Davenport, Florida. A Police report was completed.

**Saturday:** Chief Doughney assisted the Flagler Beach All-Stars with a Beach cleanup from 9:00 a.m. – 10:30 a.m.

**Sunday:** 12/11/16 @ 3:57 a.m. / 100 Block of Village Drive / Grand Theft (Auto): The victim called stating her 2012 Chevy Malibu was missing from her parking spot and further advised she believed a friend took the vehicle without her permission. The victim stated she allowed the suspect to borrow her vehicle approximately one (1) week earlier and he returned it with damage (cosmetic and functional). The suspect called the victim numerous times on Saturday asking to use the vehicle again and she stated she told him no many times. While Officers were on scene, the suspect drove through the complex in the victim's vehicle and fled from Officers. The victim's vehicle information was entered into NCIC/FCIC as stolen and a charging affidavit completed and turned over to the State Attorney's Office. The vehicle was recovered (unoccupied) by the Flagler County Sheriff's Office in Palm Coast on Sunday, December 18<sup>th</sup>.

**Sunday:** 12/11/16 @ 4:15 p.m. / Hit & Run Crash - No Injuries / 800 Block of Moody Lane (Hidden Treasures): A black in color Chevrolet Suburban stuck an unattended 2003 Harley Davidson. Additional follow will be required to pick up surveillance video from the business parking lot.

**Tuesday:** 12/13/16 @ 2:00 p.m. / Narcotics Arrest / North Flagler Avenue & North 2<sup>nd</sup> Street: A Patrol Officer conducted a traffic stop and immediately smelled the presence of marijuana as she approached the vehicle. Upon the Officer searching the vehicle the following narcotics were recovered: Hydrocodone, Adderall, and Marijuana. The Driver was arrested without incident and the Passenger was issued a Notice to Appear in Court for Misdemeanor Possession of Marijuana and released. Good Job!

**Wednesday:** 12/14/16 @ 11:55 a.m. / Violation of Injunction / 300 Block of South 13<sup>th</sup> Street: The victim reported that her ex-boyfriend, who she has a child in common with, violated a valid Court order of protection. The victim advised that the suspect attempted to forcefully remove the victim's engagement ring and also took her Samsung Galaxy S4 cell phone without her permission. The suspect departed the residence prior to Police arrival and a charging affidavit was completed and forwarded to the State Attorney's Office.

**Thursday:** 12/15/16 @ 6:33 p.m. / Missing Person - Adult / 1200 Block of South Central Avenue: Officers were dispatched in reference to an elderly male with dementia that was missing. The male was located by Officers, uninjured and in good health at the Baptist Church; 302 North Central Avenue. Good Job!

**SRA1A Zone:** During the week Officers conducted radar operations in the 25 mph zone on South Oceanshore Boulevard. Officers issued two (2) written warnings and three (3) traffic citations and we'll continue to monitor this location.

**Toys for Tickets:** During the fifth and final week of this year's campaign, Officers issued thirty-two (32) written warnings with accompanying "toy waivers". The final tally of written warnings for this year's campaign was one-hundred and seventy-eight (178). The response from the public was so overwhelming that Nadine King from "Christmas Come True" had to place a second box in the Police Department front lobby due to the volume of donated toys. A "Job Well Done" by all involved!

**Training:** Two (2) Patrol Officers and two (2) of our Victim Advocates attended a free, eight (8) hour training class at Daytona State College. The class, "Mental Health First Aid Training - Law Enforcement Assisting People in Crisis" covered topics to include depression and mood disorders, anxiety disorders, trauma, psychosis. Our personnel learned valuable intervention techniques designed to assist them in the performance of their duties when they encounter individuals in crisis.





**FLAGLER BEACH POLICE DEPARTMENT**  
 Matthew P. Doughney, Chief of Police  
 204 South Flagler Avenue  
 Flagler Beach, FL 32136  
 386.517.2023

**Chief's Weekly Report**

From: Friday	12/23/2016		To: Thursday		12/29/2016
Calls For Service	66	Felony Arrest	2	Reports Written	13
Self-Initiated	19	Misd. Arrest	1	Comm. Policing	37
Traffic Stops	20	City Ordinance	9	Security Checks	272
				Citations Issued	10
				Warnings (Written/Verbal)	22

**Chief's Weekly Summary**

**Friday:** 12/13/16 @ 12:21 a.m. / Warrant Arrest / 1000 Block of North Oceanshore Boulevard (Johnny D's): While on-scene for a vehicle crash, a Patrol Officer observed a subject known to have a local outstanding arrest warrant. The active warrant was confirmed and the subject was taken into custody without incident. The warrant was in reference to Violation of Pre-Trial Release.

**Friday:** 12/23/16 @ 10:19 a.m. / Missing Persons - Recovered / 915 North Central Avenue: Officers were dispatched to this location in regards to a suspicious vehicle parked in the west parking lot of Santa Maria del Mar Church. Church Staff stated that two (2) juveniles approached them wanting money and food, but they refused to provide them with anything due to their suspicious behavior. Upon Officers arrival, the juveniles were found occupying a silver in color car bearing a tag from Ohio. The subjects attempted to use false names and a check through teletype confirmed that both juveniles were entered into NCIC/FCIC as missing persons from the State of Ohio. The juveniles were transported to the Police Department where the Department of Children & Families (DCF) responded to complete their investigation. Upon DCF completing their investigation both juveniles were transported to the Department of Juvenile Justice in Daytona Beach.

**Saturday:** 12/24/16 @ 3:19 p.m. / Domestic Disturbance (Arrest) / 200 Block of Palm Drive: Officers were dispatched in reference to a verbal argument between a husband and wife. Upon Officers arrival the wife stated that her husband had pushed her and also spit in her face. The husband fled the scene prior to our arrival but he was located shortly thereafter at his mother's residence by Flagler County Deputies. The subject was taken into custody without incident and transported to the Flagler Inmate Facility.

**Sunday:** 12/25/16 @ 9:17 a.m. / Baker Act / 2500 Block of Lakeshore Drive: The reporting party stated that while eating breakfast he observed a male subject standing on his property line staring into their residence and talking to himself. When approached by the homeowner, the male subject left the area and was located in the 2500 block of South Oceanshore Boulevard. The male subject made threats to harm himself in the presence of Officers and he was transported to Halifax Hospital without incident under the Baker Act.

**Monday:** 12/26/16 @ 9:36 a.m. / Assist Other Agency / John Anderson Highway: The Volusia County Sheriff's Office requested assistance in attempting to stop a vehicle headed into Flagler Beach on John Anderson Highway. Officers observed the vehicle westbound on SR100 and it was noted that the vehicle had a large aluminum extension ladder in the bed of the truck. When Officers caught up to the vehicle, the driver had switched tags. Continued...

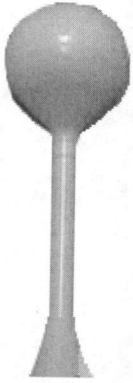
The driver fled northbound on 1-95 where Florida Highway Patrol fell in behind at which time the driver fled on foot into the woods. Credit cards were found in the vehicle belonging to a person in Palm Coast. The suspect has not been captured.

**Tuesday:** 12/27/16 @ 9:29 a.m. / Assist Other Agency/ Bulow Woods Circle: The Sheriff's Office received a call in reference to a domestic disturbance between a boyfriend and girlfriend. The boyfriend was identified as the primary aggressor and he fled the area. Our Officers located the suspect in the 100 Block of John Anderson Highway and he was stopped in the Publix parking lot. The suspect was subsequently arrested without incident on Domestic Battery charges and transported by a Flagler County Deputy. Good Job!

**Thursday:** 12/28/16 @ 5:31 p.m. / Domestic Disturbance / 1900 Block of North Central Avenue: Officers were dispatched a residence in reference to a husband and wife fighting. Upon arrival the male subject was found attempting to leave the residence and he was immediately taken into custody. The female subject stated that they were fighting over the male's drinking problems and the male then threw a glass vase at her. The vase did not strike the female, but did strike the wall next to her shattering into pieces and all over the residence. While enroute to Flagler County Inmate Facility the male stated that he was having heart problems and was then transported to Florida Hospital Flagler where he was admitted. The male was subsequently released days later and booked on Aggravated Domestic Assault charges.

Recreation Staff report  
Tom Gillin  
Recreation Director  
November 2016

1. Music in the Park
  - a. Featured J.D. Souther Blues Band
    - a. Approximately 1000 people attended.
    - b. Approximately 30 vendors participated
  - b. Planned holiday events for "Holiday at the Beach"
    - a. Park lighting, Letters to Santa, and Pictures with Santa on December 2nd.
    - b. Parade scheduled for December 3rd.
    - c. Santa will jump to start the parade.
2. Lifeguards
  - a. Planned for 2017 summer staffing
  - b. Scheduled spring Lifeguard training class at Belle Terre Swim and Racquet Club.
  - c. Updated Lifeguard Instructor Training.
    - a. Renewed Red Cross Lifeguard Instructor Certification.
    - b. Updated CPR and First Aid supplies.
3. Junior Lifeguards
  - a. Updated camp curriculum.
  - b. Developed 2017 summer schedule.
  - c. Began making contacts for summer staffing.
4. Special Events
  - a. Tommy Tant Surf Tournament and bed race cancelled due to hurricane.
  - b. Final beach cleanup October 5<sup>th</sup> (south side).
  - c. Veterans Day ceremony on November 11<sup>th</sup>.
5. Upcoming events
  - a. First Friday on December 2nd.
  - b. Holiday Parade on December 3rd.
  - c. 3<sup>rd</sup> annual Polar Plunge on February 4<sup>th</sup>.



# City of Flagler Beach

## Water Treatment Plant



To: Kay McNeely, Environmental Program Manager and City Commissioners  
From: Jim Ramer, Water Plant Superintendent  
Subject: Monthly Report for December 2016

January 4, 2017

In December we produced 17,181,000 gallons of drinking water. This amount was 858,000 gallons less than the amount we treated in November. Rainfall for the month of December was .90 inches. We used 2,900 Gallons at the plant and used 7,950 Gallons on irrigation. The fire department used 5,500 gallons. We drained the Million Gallon Tank Booster Station for repairs. We drained 276,000 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 December 13<sup>th</sup>.

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.

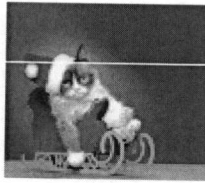
We had our preconstruction meeting about the Biorem building. They will start work on the first of the New Year. We had the T & D Department camera the Biorem building floor under the media. We found what we think is damage to the actual floor. We send a copy of the recording to Kevin with Quinton Hampton on a CD.

We pulled the meter from the Million Gallon Tank Booster Station to be repaired by The Avanti Company. They are the only Specialty Meter supplier in Florida.

We contacted roofing contractors again about quotes on repairs to the plant roof. They will be here next week, hopefully.

We had repairs on the South Tank aviation light, vents and door by Utility Service. They also cleaned and inspected the inside of the tank per DEP rules every 5 years. We had to do bacteriological test on the tank.

We installed our new raw water meter with the help of the T & D Department.



**MERRY CHRISTMAS AND HAPPY NEW YEAR!!!!!!**