

REGULAR MEETING OF THE FLAGLER BEACH CITY COMMISSION THURSDAY, MAY 12, 2022, 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.
Received a book donation from local author/collector Frank Consentino – Gold, Silver and Bronze medalist; Florida Authors and Publishers Association.
4. Deletions and changes to the agenda.
5. Public comments regarding items not on the agenda. Citizens are encouraged to speak. However, comments should be limited to three minutes. *A thirty-minute allocation of time for public comment on items not on the agenda. Each speaker has up to three-minutes to address the Chair, and one opportunity to speak, no time can be allotted to another speaker.*

CONSENT AGENDA

6. Approve the regular meeting minutes of April 28, 2022 – Penny Overstreet, City Clerk.
7. Approve the Evaluation Committees ranking and authorize the City Manager to begin contract negotiation for the engagement of engineering services for the Flagler Beach Fishing Pier Design.

GENERAL BUSINESS

8. Discussion and follow-up report regarding the Pier Restaurant Dumpster Pad project – William R. Whitson.
9. Resolution 2022-09, a resolution by the City Commission of the City of Flagler Beach, Florida authorizing the execution of a Memorandum of Understanding between the City of Flagler Beach, Florida and the Florida Department of Transportation for the maintenance of State Road Rights-of-Way by the City; setting forth an effective date – William R. Whitson, City Manager.

PUBLIC HEARINGS

10. Ordinance 2022-07, an ordinance of the City of Flagler Beach, Florida, relating to signs; amending Article VII of the City of Flagler Beach Land Development Regulations relating to signs; amending provisions related to temporary signs expanding the area in which temporary a-frame signs ("sandwich signs") are allowed; providing for severability; providing for codification, conflicts, and effective date – final reading.
11. Ordinance 2022-05, an Ordinance of the City of Flagler Beach, Florida, relating to the outdoor display of retail merchandise; providing location, size, and time, requirements for outdoor displays of retail merchandise; providing for codification; providing for severability; providing an effective date – First reading.

12. Ordinance 2022-08, an ordinance of the City of Flagler Beach, Florida, incorporation the re-Plats for Block 34, Moody Subdivision providing instructions to the City Clerk; repealing all conflicting ordinances; and providing a severability clause; and providing for an effective date – first reading.
13. Staff Reports.
 - City Attorney:
 - City Manager:
 - a. Approve a contract between Island Outdoor Management, Inc., a Florida corporation, d/b/a North Florida Pyrotechnics to deliver, to the City an aerial fireworks display on July 4, 2022 lasting at least twenty (20) minutes in length, for an amount not to exceed \$25,000.

COMMISSION COMMENTS

14. Commission comments, including reports from meetings attended.
15. Public comments regarding items not on the agenda. Citizens are encouraged to speak. However, comments should be limited to three minutes. *A thirty-minute allocation of time for public comment on items not on the agenda. Each speaker has up to three-minutes to address the Chair, and one opportunity to speak, no time can be allotted to another speaker.*
16. Adjournment.

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

#3

Penny Overstreet

From: Matthew Doughney
Sent: Friday, April 8, 2022 3:45 PM
To: Penny Overstreet
Subject: FW: Book
Attachments: 2018 FAPA Book Awards.jpg

Good Monday morning Penny,

Frank would like to donate his award winning book to our Library. Can we get him on the May 12th agenda under Proclamations/Awards? TY ☺

Matt

From: Frank Consentino
Sent: Friday, April 8, 2022 2:22 PM
To: Matthew Doughney <MDoughney@fbpd.org>
Subject: Book

Matt

Below you will find a link to my book web site, and a picture taken at the second awards ceremony.

My book is entitled Figural Acid Etchings 1870-1970 - A Glass Collectors Guide to a Century of American Figural Acid Etchings with their Background and Story Significance (in two volumes). It took me 19 years to write and photograph the glass in this book. Every piece is in my personal collection which I have collected over some 45 years. I have nearly 1000 pieces on display
Flagler Beach photographer Joe Zaia did all the photography and photo-shopping. It took us 2 1/2 years to do that.

The two books won two gold, two silver and a bronze medal from the Florida Authors and Publishers Assoc.

The Daytona News Journal did a wonderful story on my glass collection.

<https://figuralacidetchings.com/>

Thanks Frank



FLAGLER BEACH CITY COMMISSION

Item No: 7

Meeting Date: May 12, 2022

Issue: Approve the Evaluation Committees ranking and authorize the City Manager to begin contract negotiation for the engagement of engineering services in the recommended rank order for the Fishing Pier Design.

From: William R. Whitson, City Manager

Organization:

RECOMMENDATION: Motion to approve the Evaluators results and authorize the City Manager to engage in negotiations with the firms in ranked order to replace the Flagler Beach Fishing Pier.

BACKGROUND: The Evaluators consists of five individuals with varying backgrounds. The Evaluators reviewed each submission, a total of six proposals, and at an April 6, 2022 meeting the group selected three of the firms to schedule for in person presentations of their proposal. The top three firms selected for presentations were Kisinger Campo and Associates, Moffatt and Nichol, and Mott MacDonald. The direction to the evaluation committee was that the top three firms would start back with a zero score at the in person presentations. The finalist made their presentations to the evaluators on May 03, 2022. The evaluators gave the top score to Moffatt and Nichol, based upon their experience, knowledge of our asset and previous large projects that are FEMA funded. Their experience, ideas, and team members were a significant reason for the proposed ranking. Should negotiations fail with the top firm, it is understood that the City Manager is authorized to go to the runner up, or second ranked firm (KCA), and finally to Mott MacDonald to negotiate a federally compliant design contract. Once the contract is in final draft with the successful firm, it will be brought back to the City Commission for review and approval.

BUDGETARY IMPACT:

LEGAL CONSIDERATIONS/SIGN-OFF:

PERSONNEL:

POLICY/REQUIREMENT FOR BOARD ACTION:

IMPLEMENTATION/COORDINATION:

Attachments

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RFQ SCORECARD

CRITERIA CHECKLIST

Finalist Score Card Clerk Tabulation

				BASIS FOR SCORE	
Tab 1. Minimum Criteria	Kisinger Campo & Assoc.	Moffatt & Nichol	Mott MacDonald		
Minimum Requirements				Minimum Requirements, 2 page letter, licenses & resumes can be attached and not count against the 35 page maximum Pass	
	Pass	Pass	Pass		Bryan, K.
	Pass	Pass	Pass		Carpenter, L.
	Pass	Pass	Pass		Whitson, W.
	Pass	Pass	Pass		Richards, L.
	Pass	Pass	Pass		Tabassian, H.
Tab 2. Qualifications & Experience Maximum Score of 40 points	Kisinger Campo & Assoc.	Moffatt & Nichol	Mott MacDonald	BASIS FOR SCORE	
Description of Qualifications & Experience, list of other Gov entities that have retained service of proposer, 3 client letters of reference in past 5 years, names & contact info (address & Phone No.) w/ brief				List of other Government entity clients and positive references from 3 clients provided (checked) , up to 10 points	
Organizational Chart w/ all key personnel, and subcontractors proposed for work.				Explained structure /org chart, up to 10 points	
List of completed similar projects, include project name, team members involved, firm employing team member, team members role, start & completion date, budget, owner performance evaluation (if available) & owner's rep's, titles, telephone no.'s & emails				Proof of similar sized projects and focused experience, up to 10 points	

Brief resumes of key personnel "Attachment"				Key Personnel resumes, up to 10 points	
	38	40	38		Bryan, K.
	38	40	37		Carpenter, L.
	32	39	36		Whitson, W.
	40	40	40		Richards, L.
	35	38	33		Tabassian, H.
Score		183	197	184	
Tab 3. Current Workload		Kisinger Campo & Assoc.	Moffatt & Nichol	Mott MacDonald	BASIS FOR SCORE
List No. & size of relevant project s currently being performed , including personnel and status of each.					Up to 5 points
Include schedule of availability of proposed key personnel and subcontractors, if any, beginning three (3) months from the deadline for the Proposal submission and extending for one (1) year, as exists at the time of the Proposal, and provide sufficient information so reviewers can determine for themselves the availability of proposed key staff members. Any significant commitment of listed personnel which could conflict with their availability for the project should be clearly shown, and planned contingencies to deal with such conflicts, if they occur, should be noted.					Proof of availability to complete project on schedule, up to 5 points
Provide evidence of the Proposer's ability to provide the required insurance coverage, either by means of an existing policy or by virtue of a project specific endorsement.					Proof of insurability, up to 5 points
	15	15	14		Bryan, K.
	14	15	12		Carpenter, L.
	15	15	13		Whitson, W.

		15	15	15		Richards, L.
		14	14	12		Tabassian, H.
	73	74	66			

Tab 4. Methodology & Approach

Kisinger Campo & Assoc.	Moffatt & Nichol	Mott MacDonald
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BASIS FOR SCORE

Describe methodology & approach, provide a conceptual design proposal, identify special problems or concerns & propose solutions

Overall Comprehension of Project Objectives, and how the firm will apply these methods for assurance of quality. **Up to 45 points**

					Bryan,K.
	40	45	40		Carpenter, L.
	42	45	38		Whitson, W.
	36	41	39		Richards, L.
	35	43	40		Tabassian, H.
	42	43	38		

[illegible]



City of Flagler Beach

PO Box 70 105 South 2nd Street
Flagler Beach, Florida 32136

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

MEMORANDUM

From: Richard McFadden, Building Official

To: William R. Whitson, City Manager

Subject: Funky Pelican Dumpster Enclosure

Date: May 11, 2022

You requested that I send you this memo to follow-up on our discussions over the last year regarding the repairs and improvements needed to the Funky Pelican Dumpster area. I would also like to provide you with some important background data as to the various safety concerns that must be addressed when we make the required repairs. Hopefully, this will explain exactly why this project is an important priority.

Attached to this memo is a series of photos that show issues that must be addressed by code. Both the Fire Marshall for the City and I recommend that we address these matters as soon as possible. For example, cooking oil and several chemicals are stored too close to the electric meter. Another major concern is the lack of room inside the enclosure to accommodate all the activities for the restaurant support staff.

Before you arrived, I discussed this situation with the former City Manager and members of the Commission. As Acting City Manager, I continued this discussion and it was clear to me that we had to move this project forward and there was agreement to do so. When you first arrived, we discussed this matter and Commission members were informed. This issue was placed on your priority Project list.

In closing, it is my duty to administer the building code to all concerned. This includes City projects as well as those that are submitted by commercial properties. My recommendation to you is to proceed with the project as proposed in the plans bid.

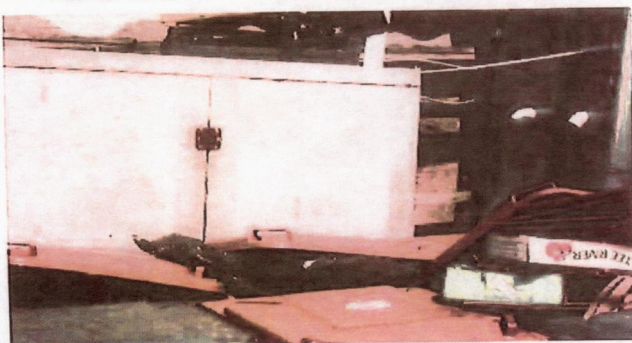
Current Condition of Dumpster/Trash Pad at Funky Pelican

Electric meter



Chemicals stored in front of electric meter

Cooking oil stored within 10' of electric meter



Propane tanks within 15' of electrical meter - code allows 10' but space is too confining to conform. Tanks take up 21 SF (only 6.5% of total space)

No space around tippy carts to move around - too congested and has caused accidents in the past

#9

EXHIBIT A to the FDOT MOA Contract No ASP16 FPN # 414979-1-78-03

Resolution 2022-09

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AUTHORIZING MAYOR SUZIE JOHNSTON TO EXECUTE A MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF FLAGLER BEACH, AND THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE MAINTENANCE OF STATE ROAD RIGHTS-OF-WAY BY THE CITY; SETTING FORTH AN EFFECTIVE DATE

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

SECTION ONE. That the Mayor and City Clerk are hereby authorized to execute that "Memorandum of Agreement – Highway Maintenance" between the CITY and the FLORIDA DEPARTMENT OF TRANSPORTATION, and mutually agreed upon renewals, a copy of which is attached hereto and incorporated herein by reference.

SECTION TWO. That this Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED this ____ day of May, 2022.

Suzie Johnston, Mayor

ATTEST:

Penny Overstreet, City Clerk

Attach to
Item 9

REV. 01/21/2021

**FLORIDA DEPARTMENT OF TRANSPORTATION
HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT**

CONTRACT NO.: ASP16

FINANCIAL PROJECT NO.: 414979-1-78-03

This AGREEMENT, entered this _____ day of _____, 20____, by and between the Florida Department of Transportation, a component agency of the State of Florida, hereinafter called the **DEPARTMENT** and the City of Flagler Beach, a municipal corporation duly enacted under the laws of the State of Florida, hereinafter called the **LOCAL GOVERNMENT**.

RECITALS

WHEREAS, as part of the continual updating of the State of Florida Highway System, the **DEPARTMENT**, for the purpose of safety and functionality, has constructed roadway, roadside areas, and medians on that part of the State Highway system within the limits of the **LOCAL GOVERNMENT** or adjacent to;

WHEREAS, the **LOCAL GOVERNMENT** acknowledges that there is mutual benefit in effectively maintaining these areas and the **LOCAL GOVERNMENT** is of the opinion that said roadway, roadside areas and median strips shall be attractively maintained;

WHEREAS, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party;

WHEREAS, the **LOCAL GOVERNMENT**, by Resolution _____ dated the _____ day of _____, 20____ attached hereto as **EXHIBIT "A"**, which by reference hereto shall become a part hereof, desires to enter into this Agreement and authorizes its officers to do so.

NOW THEREFORE, for and in consideration of mutual benefits to flow each to each other, the parties covenant and agree as follows:

PROVISIONS

- 1) The **LOCAL GOVERNMENT** shall be responsible for routine maintenance activities of all roadway features within the **DEPARTMENT's** right of way having limits described in **EXHIBIT "B"**, or subsequent amended limits mutually agreed upon in writing by both parties. For the purpose of this Agreement, the maintenance activities to be performed by the **LOCAL GOVERNMENT** are defined in **EXHIBIT "C"**, or as defined by amended definitions agreed upon in writing by both parties.
- 2) The **LOCAL GOVERNMENT** shall perform the maintenance activities as described in **EXHIBIT "C"** in accordance with **DEPARTMENT** publications:
 - a) Maintenance Rating Program (MRP) Handbook, latest edition, which by reference hereto shall become a part hereof. The activities shall be performed in a manner that results in a minimum MRP score of 80.

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- b) Standard Plans, current edition, which by reference hereto shall become a part hereof.
- 3) The **LOCAL GOVERNMENT** shall be responsible for monitoring maintenance operations and the maintenance of traffic ("MOT") throughout the term of the Agreement in accordance with the latest edition of FDOT Standard Specifications, Section 102. The **LOCAL GOVERNMENT** is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of FDOT Standard Plans, Index 102-600 series.
- 4) The **DEPARTMENT** may, at its discretion, perform periodic inspections of any or all locations. If it is determined that any of the roadway features defined in **EXHIBIT "C"** are not being maintained as required by this Agreement, the **DEPARTMENT** will issue a notice of such deficiency to the **LOCAL GOVERNMENT's** point of contact by email or certified mail. The **LOCAL GOVERNMENT** shall have thirty (30) days to correct the deficiency (ies) and to notify the **DEPARTMENT** by email or certified mail, that the deficiency (ies) has been corrected. If said deficiency or deficiencies are not corrected within this time period the **DEPARTMENT** may at its option, proceed as follows:
- a) Maintain the roadway features declared deficient with the **DEPARTMENT** or **DEPARTMENT** Contractor's material, equipment and personnel. The actual cost for such work will be deducted from payment to the **LOCAL GOVERNMENT**; or
 - b) Terminate this Agreement in accordance with the provisions of this Agreement.
- 5) In the event of a Governor Declared Emergency, a natural disaster or significant occurrence (hurricane, tornado, vehicle accident, hazardous waste spills, etc.) the **LOCAL GOVERNMENT** and the **DEPARTMENT** will cooperate and coordinate the use of their respective resources to provide for clean up, removal, and disposal of debris or other substances from the **DEPARTMENT's** right of way described in **EXHIBIT "B"** or any amended limits mutually agreed upon in writing by both parties hereto. The **DEPARTMENT** will not deduct any payment to the **LOCAL GOVERNMENT**, costs for impairment of performance of any activity or part thereof defined in **EXHIBIT "C"**, as a result of such event and the redirection of **LOCAL GOVERNMENT** forces towards fulfillment of the responsibility under this article. This paragraph shall not be interpreted to reduce the **LOCAL GOVERNMENT's** right to compensation or reimbursement from any other sources (i.e.: FEMA) for the debris removal or other activities of the **LOCAL GOVERNMENT** subsequent to a natural disaster or accident.
- 6) During the term of this Agreement, the **DEPARTMENT** may from time to time engage in transportation projects on the roads covered by this Agreement. Some of these projects may involve the **DEPARTMENT's** construction contractor temporarily assuming maintenance responsibility for the limits of the project. In that event, the **DEPARTMENT** will notify the **LOCAL GOVERNMENT** of the limits of the project and the time frame for that project. During that time and for those limits, the **LOCAL GOVERNMENT** may be released from its obligation to perform maintenance on those roads and the compensation to be paid under this Agreement may be reduced for the duration of the construction project. The reduction in compensation shall be based on the formula used to initially compute the amount of compensation under this Agreement. The **LOCAL GOVERNMENT** will be notified of the amount of the reduction as part of the aforementioned notice.

TERM

- 1) After this Agreement has been executed by the parties, the **DEPARTMENT** will issue a Notice to Proceed to the **LOCAL GOVERNMENT** which may be sent by electronic mail at the **DEPARTMENT's discretion**. The term of this Agreement commences on the effective date of the Notice to Proceed and will continue for a period of three (3) years from the effective date on the Notice to Proceed. This Agreement may be renewed for a period that may not exceed one three (3) year term.
- 2) A renewal may be made at the discretion of the **DEPARTMENT** and will be subject to the same terms and conditions set forth in this Agreement. A renewal shall be contingent upon satisfactory performance evaluations by the **DEPARTMENT** and subject to the availability of funds. Renewals must be mutually agreed upon by both parties and in writing and must be executed prior to the expiration date of its preceding term.
- 3) In the event this Agreement extends beyond the **DEPARTMENT's** current Fiscal year that begins July 1 of each year and ends June 30 of each succeeding year, the **LOCAL GOVERNMENT** and the **DEPARTMENT** mutually agree that the State of Florida's performance and obligation to pay under this contract is contingent upon and annual appropriation by the Legislature. In addition, Section 339.135(6)(a), Florida Statutes, is incorporated by reference, and is set forth herein below as follows:

F.S. "339.135(6)(a)" - The Department, during any Fiscal Year, shall not expend money, incur any liability, or enter into any Contract which, by its terms, involves any expenditure of money in excess of the amounts budgeted as available for expenditure during such Fiscal Year. Any Contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid under such contract. The Department shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such Contract or any other binding commitment of funds. Nothing herein shall prevent the making of Contracts for periods exceeding one (1) year, but any Contract so made shall be executory only for the value of services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all Contracts of the Department which are for an amount in excess of \$25,000 and having a term for a period of more than one year.

COMPENSATION

- 1) The **DEPARTMENT** agrees to pay the **LOCAL GOVERNMENT**, following a Notice to Proceed, compensation for the cost of maintenance as described in the Provisions Section of this Agreement. The payment will be for the amount of \$11,365.00 per quarter, equating to \$45,460.00 per year for the duration of the term.
- 2) Payment shall be made only after receipt of goods and services as provided in Section 215.422, Florida Statutes. Detailed quarterly invoices and any associated documents, including Maintenance Management Systems (MMS) breakdown of all activities, shall be submitted to the **DEPARTMENT's** Project Administrator: Christopher Engels. Delivery shall be effective upon receipt of a proper quarterly invoice and any required associated documents.
 - a) Upon receipt, the **DEPARTMENT** has seven (7) working days to inspect and approve the goods and services, unless otherwise specified herein. The **DEPARTMENT** has twenty (20) days to

deliver a request for payment (voucher) to the Department of Finance. The twenty (20) days are measured from the latter of the date the invoice is received, at the location stated herein, or the goods and services are received, inspected and approved.

- b) Any penalty for delay in payment shall be in accordance with Section 215.422, Florida Statutes. Section 215.422(5), Florida Statutes, provides that all purchasing Agreements between a State agency and a vendor, applicable to this section, shall include a statement of the vendor's rights and the State's responsibilities under this section. The vendor's rights shall include being provided with the name and telephone number of the Vendor Ombudsman within the Department of Financial Services.
 - c) If payment is not available within forty (40) days, a separate interest penalty as established pursuant to Section 215.422, Florida Statutes, will be due and payable, in addition to the invoice amount, to the **LOCAL GOVERNMENT**. Interest penalties of less than one (\$1.00) dollar shall not be enforced unless the **LOCAL GOVERNMENT** requests payment. Invoices, which have been returned to the **LOCAL GOVERNMENT** because of **LOCAL GOVERNMENT** preparation errors, will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is received by the **DEPARTMENT**.
 - d) A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from the **DEPARTMENT**. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Department of Financial Services Consumer Hotline, 1-800-342-2762.
- 3) Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.
 - 4) Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request of the **DEPARTMENT** at all times during the period of this Agreement and for three (3) years after final payment is made. Copies of these documents and records shall be furnished to the **DEPARTMENT** upon request. Records of costs incurred include the **LOCAL GOVERNMENT's** general accounting records and project records, together with supporting documents and records of the **LOCAL GOVERNMENT**, all subcontractors performing work, and all other records of the **LOCAL GOVERNMENT** and subcontractors considered necessary by the **DEPARTMENT** for a proper audit of costs.

CONDITIONS FOR TERMINATION

- 1) This Agreement or any part thereof is subject to termination at the discretion of the **DEPARTMENT** under any of the following conditions:
 - a) In the event the Legislature fails to make an annual appropriation to pay for the **LOCAL GOVERNMENT's** services to be performed hereunder.
 - b) The **LOCAL GOVERNMENT** has not complied with the provisions of this Agreement as described herein, or has demonstrated a pattern of repeated non-compliance.
 - c) The **DEPARTMENT** determines that the Agreement is no longer feasible.
- 2) Either party may terminate this Agreement in writing with thirty (30) days' notice.

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FINANCIAL PROJECT NO.: **414979-1-78-03**

NOTICES AND POINTS OF CONTACT

All correspondence regarding this Agreement shall be directed to the following points of contact:

a) For the **DEPARTMENT**:

Title: Maintenance Manager

Name: Christopher Engels

Address: 1650 Kepler Rd Dealnd, FL. 32724

Telephone: 386-740-3420

Email: christopher.engels@dot.state.fl.us

b) For the **LOCAL GOVERNMENT**:

Title: Maintenance Director

Name: Bill Clemence

Address: 512 S. Flagler Ave, Flagler Beach, Fl. 32136

Telephone: 386-517-2038

Email: bclemence@cityofflaglerbeach.com

ADDITIONAL PROVISIONS AND LEGAL REQUIREMENTS

- 1) **LEGAL REQUIREMENTS.** This Agreement is executed and entered into in the State of Florida and will be construed, performed, and enforced in all respects in strict conformity with local, state, and federal laws, rules, and regulations.
 - a) If any term or provision of the Agreement is found to be illegal or unenforceable, the remainder of the Agreement will remain in full force and effect and such term or provision will be deemed stricken.
 - b) The **LOCAL GOVERNMENT** shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **LOCAL GOVERNMENT** in conjunction with this Agreement. Failure by the **LOCAL GOVERNMENT** to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the **DEPARTMENT**.
 - c) The **LOCAL GOVERNMENT** and the **DEPARTMENT** agree that the **LOCAL GOVERNMENT**, its employees, contractors, subcontractors, consultants, and sub consultants are not agents of the **DEPARTMENT** as a result of this Agreement.
 - d) The **LOCAL GOVERNMENT** shall not cause any liens or encumbrances to attach to any portion of the **DEPARTMENT's** right-of-way.
 - e) Nothing herein shall be construed as a waiver of either party's sovereign immunity.
- 2) **PUBLIC ENTITY CRIME.** The **LOCAL GOVERNMENT** affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or

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consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list. The **LOCAL GOVERNMENT** agrees that it shall not violate Section 287.133(2)(a), Florida Statutes, and further acknowledges and agrees that any conviction during the term of this Agreement may result in the termination of this Agreement.

- 3) **UNAUTHORIZED ALIENS.** The **DEPARTMENT** will consider the employment of unauthorized aliens, by any contractor or subcontractor, as described by Section 274A(e) of the Immigration and Nationalization Act, cause for termination of this Agreement.
- 4) **NON-DISCRIMINATION.** The **LOCAL GOVERNMENT** will not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. The **LOCAL GOVERNMENT** shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. The **LOCAL GOVERNMENT** shall insert similar provisions in all contracts and subcontracts for services by this Agreement.
- 5) **DISCRIMINATORY VENDOR LIST.** The **LOCAL GOVERNMENT** affirms that it is aware of the provisions of Section 287.134(2)(a), Florida Statutes. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity. The **LOCAL GOVERNMENT** further agrees that it shall not violate Section 287.134(2)(a), Florida Statutes, and acknowledges and agrees that placement on the list during the term of this Agreement may result in the termination of this Agreement.
- 6) **ATTORNEY FEES.** Each Party shall bear its own attorney's fees and costs.
- 7) **TRAVEL.** There shall be no reimbursement for travel expenses under this Agreement.
- 8) **PRESERVATION OF REMEDIES.** No delay or omission to exercise any right, power, or remedy accruing to either Party upon breach or default by either Party under this Agreement, will impair any such right, power or remedy of either party; nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default.
- 9) **MODIFICATION.** This Agreement may not be modified unless done so in a writing executed by both Parties to this Agreement.
- 10) **NON-ASSIGNMENT.** The **LOCAL GOVERNMENT** may not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of the **DEPARTMENT**. Any assignment, sublicense, or transfer occurring without the required prior written approval of the **DEPARTMENT** will be null and void. The **DEPARTMENT** will at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity in the State of Florida, upon giving prior written notice to the **LOCAL GOVERNMENT**. In the event

that the **DEPARTMENT** approves transfer of the **LOCAL GOVERNMENT's** obligations, the **LOCAL GOVERNMENT** remains responsible for all work performed and all expenses incurred in connection with this Agreement.

- 11) The **LOCAL GOVERNMENT** agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, and subconsultants, who perform work in connection with this Agreement:

"The contractor / subcontractor / consultant / subconsultant shall indemnify, defend, save and hold harmless the State of Florida, Department of Transportation and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor / subcontractor / consultant / subconsultant, its officers, agents or employees."

- 12) **BINDING AGREEMENT.** This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations, or remedies upon any other person or entity except as expressly provided for in this Agreement.

- 13) **INTERPRETATION.** No term or provision of this Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

- 14) **ENTIRE AGREEMENT.** This Agreement, together with the attached exhibits and documents made a part by reference, embodies the entire agreement of the Parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement. This Agreement supersedes all previous communication, representation, or agreement, either verbal or written, between the Parties. No amendment will be effective unless reduced to writing and signed by an authorized officer of the **LOCAL GOVERNMENT** and the authorized officer of the **DEPARTMENT** or his/her delegate.

- 15) **DUPLICATE ORIGINALS.** This Agreement may be executed in duplicate originals.

- 16) **E-VERIFY – the LOCAL GOVERNMENT shall:**

- a) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the **LOCAL GOVERNMENT** during the term of the contract; and
- b) expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

The remainder of this page is intentionally left blank

17) The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

EXECUTION

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

LOCAL GOVERNMENT:

By: _____

Suzie Johnston, Mayor
Printed Name & Title

Attest: _____

Penny Overstreet, City Clerk
Printed Name & Title

Legal Approval: _____

D. Andrew Smith, III, City Attorney

DEPARTMENT:

By: _____

Ron Meade, P.E. District Maintenance Engineer

Printed Name & Title

Attest: _____

Tina Carroll, Administrative Manager

Printed Name & Title

Legal Approval: _____

EXHIBIT A

Resolution, following on next page.

EXHIBIT B

PROJECT LIMITS:

<u>SECTION</u>	<u>S.R.</u>	<u>LOCATION</u>	<u>LENGTH</u>
73020	100E	From Colbert Lane to SR A1A Includes ponds listed below	1.651
73020001	100E	From Flagler Ave. to Moody Ln.	0.045
73020002	100E	From Moody Ln. to Boat Ramp Park	0.395
73020003		Service Road A from Connecticut Ave. to the Intracoastal waterway & 8ft. sidewalk from Lambert Ave to Wadsworth Park; includes ponds listed below	
73030	A1A	Ocean Shore Blvd from Flagler County line to MP: 1.900 Ocean	1.900
73030	A1A	Shore Blvd. from MP: 3.700 to Beverly Beach Limits MP: 6.131	2.431
PONDS			
Under East Bridge # 730059 SR-100 over Intracoastal waterway 73020000			
Retention Pond #4 @ MP: 6.684			
Retention Pond # 8 @ MP: 0.080 (dry pond, not fenced) 73020002			
Retention Pond #9 @ MP: 0.138 (dry pond, not fenced) 73020002			
Under West Bridge #730058 SR-100 over Intracoastal waterway 73020003			
includes retention ponds MP: 2-0.027 - 0.470			

EXHIBIT C

MAINTENANCE ACTIVITIES:

(Maintenance Activities to be included and part of this Agreement will be checked in the INC. column)

<u>INC.</u>	<u>ACTIVITY</u>	<u>DESCRIPTION</u>
<input type="checkbox"/>	433	Sodding: Cutting and placing sod in areas along the roadside associated with reworking non-paved shoulders, slopes, ditches, median islands, utility strips and repairing washouts.
<input type="checkbox"/>	435	Seeding, Fertilizing and Mulching: Seeding, fertilizing, and mulching of the roadside.
<input type="checkbox"/>	436	Reworking Non-Paved Shoulders, Front Slopes, and Roadside Ditches (Mechanical): Reworking non-paved shoulders, front slopes, roadside ditches and turnouts either by the addition of suitable material and reshaping, or by cutting down built-up areas.
<input type="checkbox"/>	451	Clean Drainage Structures: Cleaning storm drains, French drains, manholes, side drains, cross drains, inlets, piped outfalls, box culverts, and other miscellaneous drain structures.
<input type="checkbox"/>	459	Concrete Sidewalk Repair: Repair or replacement of existing sections of concrete sidewalk.
<input type="checkbox"/>	461	Roadside Ditches – Clean and Reshape: Cleaning and reshaping of ditches other than outfalls.
<input checked="" type="checkbox"/>	471	Large Machine Mowing: Mowing of roadside areas with large mowers where conditions accommodate the efficient use of 7 foot and larger mowers, alone or in combination.
<input type="checkbox"/>	482	Slope Mowing: Grass, brush, and weed cutting along slopes too steep to safely mow or are inaccessible for conventional mowing tractors.
<input type="checkbox"/>	485	Small Machine Mowing: Mowing the roadside with small hand or riding mowers have a cutting width of 40 inches or less.
<input type="checkbox"/>	487	Manual Weed Control: Brush, weed, and grass cutting 100 mm (4") or less in diameter performed with hand tools.
<input checked="" type="checkbox"/>	490	Fertilizing: Fertilizing to provide required nutrients to establish and maintain an acceptable roadside turf.
<input checked="" type="checkbox"/>	492	Tree Trimming & Removal: The trimming of the height and sides of trees and removal of undesirable trees (over 4 inches in diameter or trimming that cannot be done under Activity 487 Weed Control - Manual). To include the chipping and/or removal of all debris from work site.
<input type="checkbox"/>	493	Landscaped Area Maintenance: All efforts required for proper maintenance of landscaped areas, including litter removal, mowing, edging, fertilizing, weeding, mulching, etc.
<input checked="" type="checkbox"/>	494	Chemical Grass and Weed Control: The application (handgun, basal or cut stump) of herbicides to slopes, ditches, fence, guardrail, barrier wall, reinforced earthen walls, sidewalks, bridges, curb and gutter, obstructions, shoulders, and other areas not assessable to mowers. Not to include chemical applications within landscape or mitigation areas.

<input type="checkbox"/>	498	Storm Water Management: To maintain, to the maximum extent practicable, all surface/storm water management systems to a functioning state as designed and in compliance with the permit conditions and/or applicable rules and regulations.
<input type="checkbox"/>	527	Fence Repair: To provide highway safety and deter unauthorized and unrestrained access to highway facilities.
<input checked="" type="checkbox"/>	541	Roadside Litter Removal: Cleaning roadways and roadsides of debris, such as cans, bottles, paper, Adopt-A-Highway litter. Includes the hauling and disposal of litter. Does not include wayside parks, rest areas and service plaza barrels.
<input type="checkbox"/>	542	Road Sweeping (Manual): To remove debris from the roadway where mechanical means are not feasible before a drainage or safety problem is created or before it becomes unsightly.
<input type="checkbox"/>	543	Road Sweeping (mechanical): Machine sweeping of roadway to protect the facility from excessive accumulation of debris.
<input checked="" type="checkbox"/>	545	Edging & Sweeping: Removal of vegetation and debris from the curb, gutter and sidewalk.
<input checked="" type="checkbox"/>	497	Chemical Weed & Grass Control (wiping)
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		

#10

ORDINANCE NO. 2022-07

AN ORDINANCE OF THE CITY OF FLAGLER BEACH, FLORIDA, RELATING TO SIGNS; AMENDING ARTICLE VII OF THE CITY OF FLAGLER BEACH LAND DEVELOPMENT REGULATIONS RELATING TO SIGNS; AMENDING PROVISIONS RELATED TO TEMPORARY SIGNS EXPANDING THE AREA IN WHICH TEMPORARY A-FRAME SIGNS ("SANDWICH SIGNS") ARE ALLOWED; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION, CONFLICTS, AND EFFECTIVE DATE.

WHEREAS, the City Commission wishes to protect the safety of motorists, pedestrians, and others from distraction caused by signs; and

WHEREAS, the City Commission finds that an overabundance of temporary signage can detract from the aesthetic beauty of the landscape, waterways, and the Atlantic Ocean; and

WHEREAS, the City Commission wishes to preserve the aesthetic beauty of the City of Flagler Beach; and

WHEREAS, the regulation of signage for purposes of aesthetics has long been recognized as advancing the public welfare; and

WHEREAS, the Florida Constitution provides that it shall be the policy of the state to conserve and protect its scenic beauty; and

WHEREAS, the regulation of signage for purposes of aesthetics directly serves the policy of this state by conserving and protecting its scenic beauty; and

WHEREAS, the City Commission also recognizes the importance of signage to businesses; and

WHEREAS, the City has allowed temporary sandwich signs in the Downtown Mixed Use and A1A Retail Corridor Overlay areas of the City for some time; and

WHEREAS, businesses have responsibly used this allowance for sandwich signs in accordance with the restrictions placed on same; and

WHEREAS, businesses outside the Downtown Mixed Use and A1A Retail Corridor Overlay areas of the City have requested the ability to use temporary sandwich signs; and

WHEREAS, the City Commission finds that an expansion of the sandwich sign allowance to include all of the General Commercial, Highway Commercial and Tourist Commercial zoning Districts can be effectively implemented provided businesses continue to be responsible with their use of such signs; and

WHEREAS, the Planning and Architectural Review Board, acting as the Local Planning Agency, found and determined that this Ordinance is consistent with the City's Comprehensive Plan, and the City Commission finds and determines that the following

amendments are consistent with all applicable policies of the City's Comprehensive Plan;
and

WHEREAS, the City Commission finds and determines that the City's sign regulations are concerned with the secondary effects of speech including but not limited to aesthetics and traffic safety, and are not intended to regulate viewpoints or censor speech, and for those and other reasons that the foregoing provisions are not subject to, or would not fail, a "prior restraint" analysis; and

WHEREAS, the City Commission finds and determines that adoption of this Ordinance is in the best interest of the residents, businesses, and visitors of Flagler Beach.

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

SECTION ONE. The findings set forth in the recitals above are hereby adopted as legislative findings of the City Commission pertaining to this Ordinance.

SECTION TWO. Article VII, "Signs," of the City of Flagler Beach Land Development Regulations is hereby amended as follows (note, underlined text notates additions, strikethrough text notates deletions, and ellipses (***) notate text which remains unchanged and is not reprinted here):

ARTICLE VII. SIGNS

* * *

Sec. 7.01.00. Definitions.

* * *

Sandwich sign: A portable, temporary sign that may be double or single faced, with the base of the sign being the supporting structure and the connecting point(s) located at the top. Sandwich signs may be easily moved. Sandwich signs are only allowed within the City's General Commercial, Highway Commercial and Tourist Commercial Zoning Districts, Community Redevelopment Area Downtown Mixed-Use and A1A Retail Corridor Overlay Districts under certain conditions and restrictions.

* * *

Sec. 7.07.03. Standards for temporary signs.

The number of such signs and a sign's copy area shall not be calculated in a lot or premises' total allowable number of signs and sign copy area unless otherwise specified in this article.

* * *

84 C. *Sandwich signs.*

85 1. Sandwich signs are temporary signs which are only permitted in the
86 General Commercial, Highway Commercial and Tourist Commercial
87 Zoning Districts, the Community Redevelopment Area's Downtown
88 Mixed-Use Overlay District and A1A Retail Corridor Overlay District. All
89 of the following regulations shall apply:

- 90 a. Only one (1) sandwich sign is allowed per business and can be
91 displayed only during the business hours of the business it identifies
92 and shall be stored indoors during non-business hours.
- 93 b. Maximum sign area is twelve (12) square feet, with a maximum
94 height of four (4) feet.
- 95 c. A sandwich sign shall be placed in front of the use and shall allow for
96 a minimum of at least five (5) feet of unobstructed pedestrian
97 clearance adjacent to the sign. If a sandwich sign cannot be placed in
98 front of the business because of these regulations, and the business is
99 on a corner, the sandwich sign can be placed in the side yard.
- 100 d. The sign shall not be located in a public right-of-way or on a
101 sidewalk.
- 102 e. A business located above the first floor of a building may place one
103 (1) sandwich sign on the ground level of the building in which the
104 business is located.
- 105 f. A sandwich sign does not count against other allowable sign number
106 or area of a business.
- 107 g. A sandwich sign shall not be located in a manner which violates the
108 provisions of Section 7.06.04 of this article.
- 109 h. A sandwich sign shall not be illuminated or electric, shall not have
110 any electric devices attached thereto, and shall not contain any
111 attachment for holding pamphlets, leaflets, written material, or any
112 other items.
- 113 i. A sandwich sign shall be stored indoors during tropical
114 storm/hurricane watches and warnings and other severe weather
115 advisories.

116 D. *Special events parking signs.* Signs directing participants on parking availability
117 during a special event shall be no more than sixteen (16) square feet in sign copy
118 area and six (6) feet in height.

119 E. The temporary signs shall comply with all other applicable sections of this article
120 not in conflict with this section. Specifically, prohibited signs under Section 7.05.00
121 shall not be allowed.

122 F. The temporary sign permit is in addition to any other permit required by applicable
123 county, state or federal statute, law or regulation.

G. Any decision of the city manager or designee regarding the display of temporary signs may be appealed in accordance with section 7.02.03 except that the initial time in which the city must make a determination on the sign permit application shall be ten (10) days as opposed to the forty-five (45) days provided in Section 10.02.03.

* * *

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

SECTION FOUR. Conflicts. In any case where a provision of this Ordinance is found to be in conflict with provisions of any other ordinance of this City, the conflicting provisions of the previous ordinance shall be repealed and superseded by this Ordinance.

SECTION FIVE. Effective date. This Ordinance shall take effect immediately upon adoption as provided by the Charter of the City of Flagler Beach.

PASSED ON FIRST READING THIS 14TH DAY OF APRIL, 2022.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2022.

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

Suzie Johnston, Mayor

ATTEST:

Penny Overstreet, City Clerk

Ad Preview

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

ORDINANCE NO. 2022-07

AN ORDINANCE OF THE CITY OF FLAGLER BEACH, FLORIDA, RELATING TO SIGNS; AMENDING ARTICLE VII OF THE CITY OF FLAGLER BEACH LAND DEVELOPMENT REGULATIONS RELATING TO SIGNS; AMENDING PROVISIONS RELATED TO TEMPORARY SIGNS EXPANDING THE AREA IN WHICH TEMPORARY A-FRAME SIGNS ("SANDWICH SIGNS") ARE ALLOWED; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION, CONFLICTS, AND EFFECTIVE DATE.

Public Hearings will be conducted to consider the amendments as follows:

City Commission:

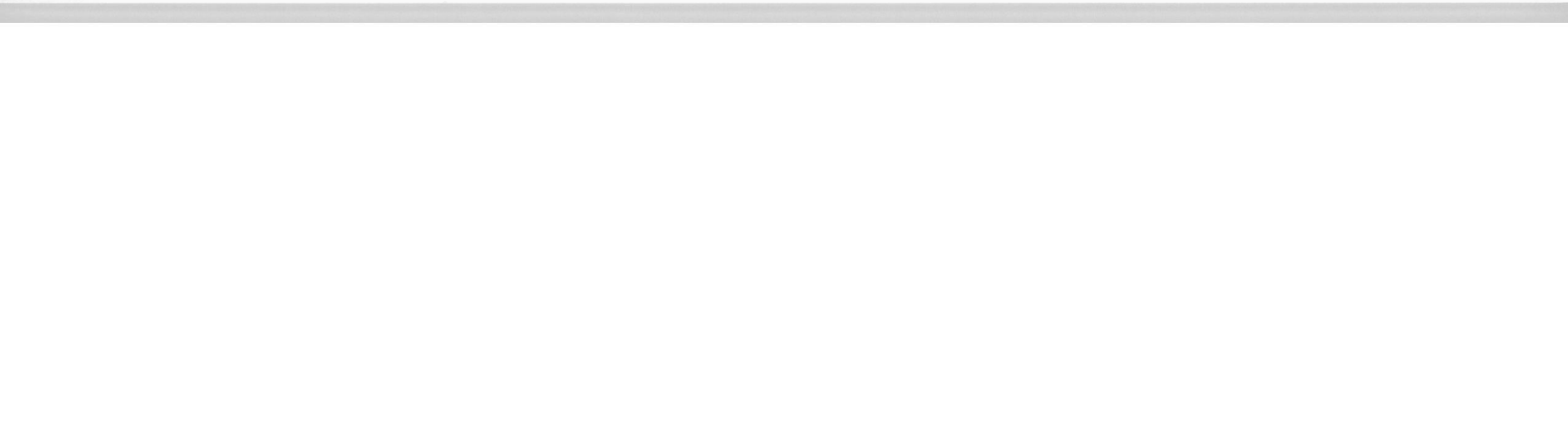
Second Reading: May 12, 2022 @ 6:00 p.m., or soon thereafter

The public hearings may be continued to a future date or dates. The times and dates of any continuances of a public hearing shall be announced during the public hearing without any further published notice. The request will be heard at 6:00 PM, or as soon thereafter as possible, in the City Commission Chambers located at 105 South Second Street, Flagler Beach, Florida.

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.

#7200323 5/2/2022 11



#11

ORDINANCE NO. 2022-05

AN ORDINANCE OF THE CITY OF FLAGLER
BEACH, FLORIDA, RELATING TO THE
OUTDOOR DISPLAY OF RETAIL MERCHANDISE;
PROVIDING LOCATION, SIZE, AND TIME,
REQUIREMENTS FOR OUTDOOR DISPLAYS OF
RETAIL MERCHANDISE; PROVIDING FOR
CODIFICATION; PROVIDING FOR
SEVERABILITY; PROVIDING AN EFFECTIVE
DATE

WHEREAS, from time to time some retail businesses with the City utilize outdoor displays of merchandise; and

WHEREAS, the City Commission has observed that some businesses utilizing outdoor displays of merchandise have been more cognizant of the impact of such displays on traffic, parking, pedestrian movement, and aesthetic impact on neighboring properties than others; and

WHEREAS, the City Commission desires to continue to allow the outdoor display of retail merchandise but also desires to ensure that such displays are used in a safe manner that does not negatively impact neighboring properties and businesses; and

WHEREAS, the City Commission finds that outdoor merchandise displays present greater challenges on the barrier island due to the typically smaller commercial lot sizes, more compact development patterns, and more compressed vehicular and pedestrian traffic; and

WHEREAS, the City Commission finds that limiting the regulations contained in this ordinance to the barrier island better targets the impacts sought to be addressed; and

WHEREAS, the City Commission finds that locational standards related to outdoor merchandise displays are appropriate on the barrier island to ensure pedestrian traffic is not impaired and to minimize the risk of negative pedestrian and vehicular interaction; and

WHEREAS, the City Commission finds that size and time restrictions on outdoor merchandise displays are appropriate on the barrier island to protect the aesthetic appeal and natural beauty of the city; and

WHEREAS, the City Commission finds that the requirements provided in this Ordinance are necessary and appropriate to protect the health, safety, and welfare of the residents, visitors, and businesses of the City of Flagler Beach.

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

SECTION 1. The City of Flagler Beach Code of Ordinances, Appendix "A," "Land Development Regulations," Section 2.06.03. "Retail Uses," is hereby amended as follows (note: strikethrough text indicates deletions, underline text indicates additions, ellipses (***) identify text that remains unchanged and that is not reprinted herein):

Sec. 2.06.03. Retail uses.

* * *

Section 2.06.03.4. Intent and purpose.

The purpose of Sections 2.06.03.4 through 2.06.03.10 is to provide limitations on the time, place, and manner outdoor displays are used on private property. These regulations shall only apply upon that portion of the barrier island located within the city's jurisdictional boundaries. "Retail merchandise display" shall include any display of consumer goods available for purchase.

Section 2.06.03.5. Retail merchandise displays outside commercial buildings generally.

All retail merchandise displays located on private property and outside a commercial building shall comply with the following general criteria:

- (1) such displays must be located within seven feet of the exterior wall of the building as measured from the point of the display furthest from the exterior wall of the building;
- (2) At all times, a minimum of one unobstructed pedestrian path at least five feet wide to building entrances shall be maintained;
- (3) such displays shall not be located upon any sidewalk within a public right-of-way;
- (4) such displays shall not be located within a vehicular parking area;
- (5) such displays, if located along the front of the building, shall not extend or be located beyond the area between two lines drawn perpendicular to the right-of-way and the front corners of the building space occupied by the business erecting the outdoor display.

Section 2.06.03.6. Outdoor clothing displays.

Clothing displays located on private property and outside a commercial building shall comply with the following additional criteria:

- (1) clothing displays shall be no taller than five feet in height;
- (2) individual clothing displays shall be no longer than six feet along the longest dimension;
- (3) individual clothing displays shall be no wider than 3 feet along the narrowest dimension;
- (4) no more than two outdoor clothing displays shall be allowed at any one time;

- 90 (5) clothing displayed on outdoor clothing display shall not be used or second-
91 hand;
92 (6) outdoor clothing displays shall be moved inside the structure between the hours
93 of 9:00 p.m. and 7:00 a.m.;
94 (7) outdoor clothing displays shall be properly secured to avoid accidental falls.
95

96 Section 2.06.03.7. Outdoor sporting and/or home good displays.
97

98 Displays of sporting and home goods located on private property and outside a commercial
99 building shall comply with the following additional criteria:
100

- 101 (1) sporting and home good displays shall be no taller than ten feet or the eave line of the
102 building, whichever is less;
103 (2) no more than ten linear feet of sporting and home goods shall be displayed at any one
104 time;
105 (3) sporting and home good displays shall be moved inside the structure between the hours
106 of 9:00 p.m. and 7:00 a.m.;
107 (4) all items displayed shall be properly secured to avoid accidental drops.
108

109 Section 2.06.03.8. Outdoor firewood displays.
110

111 Firewood displays located on private property and outside a commercial building shall
112 comply with the following additional criteria:
113

- 114 (1) firewood displays shall be no taller than 3.5 feet;
115 (2) firewood displays shall occupy an area no greater than 25 square feet;
116 (3) firewood displayed in an outdoor firewood display shall be stacked and secured in a
117 manner than minimizes the risk of accidental drops.
118

119 Section 2.06.03.9. Propane cages.
120

121 Propane cages located on private property and outside a commercial building shall comply
122 with the following additional criteria:
123

- 124 (1) propane cages shall be no taller than seven feet in height;
125 (2) propane cages shall be longer 6 feet in length as measured along the longest dimension;
126 (3) propane cages shall be no wider than 3.5 feet in width as measured along the narrowest
127 dimension;
128 (4) propane cages shall be properly secured to avoid falling.
129

130 Section 2.06.03.10. Exemptions
131

- 132 (1) The requirements for the outdoor display of retail merchandise shall not apply to a
133 special event permitted by the city provided that the location of any outdoor displays
134 are included in the special event application.
135
136 (2) The requirements for the outdoor display of retail merchandise shall not apply to booths
137 and tables erected at permitted farmers markets.
138
139 (3) The requirements for the outdoor display of retail merchandise shall not apply to
140 displays not visible from a right-of-way or adjacent property.
141
142 (4) The requirements for the outdoor display of retail merchandise shall not apply to
143 outdoor displays specifically included within a site plan which has been approved by
144 the City Commission provided such displays are maintained in a manner consistent
145 with such approved site plan.
146
147 (5) No more frequently than one time per year, a business may apply for a temporary
148 waiver of the provisions of Sections 2.06.03.5 through 2.06.03.7 for a period no longer
149 than seven consecutive days. Such application shall be administratively approved if
150 the application establishes that the temporary displays will not interfere with pedestrian
151 or vehicular traffic, create a safety hazard, occupy any required parking space, or create
152 any hazard due to visual obstruction.
153

154 **SECTION 2. CODIFICATION.** It is the intent of the City Commission of the City of
155 Flagler Beach that the provisions of this Ordinance shall be codified. The codifier is granted broad
156 and liberal authority in codifying the provision of this Ordinance.
157

158 **SECTION 3. SEVERABILITY.** If any section, sentence, phrase, word or portion of
159 this Ordinance is determined to be invalid, unlawful or unconstitutional, said determination shall
160 not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase,
161 word or portion of this Ordinance not otherwise determined to be invalid, unlawful or
162 unconstitutional.
163

164 **SECTION 4. CONFLICTS.** In any case where a provision of this Ordinance is found
165 to be in conflict with a provision of any other ordinance of this City, the provision which
166 establishes the higher standards for the promotion and protection of the health and safety of the
167 people shall prevail.
168

169 **SECTION 5. EFFECTIVE DATE.** This Ordinance shall become effective immediately
170 upon its passage and adoption.
171

172 **ADOPTED** by the City Commission of the City of Flagler Beach, Florida, this ____ day
173 of _____, 2022.
174
175
176

Suzie Johnston, Mayor

177
178
179
180
181
182
183
184
185

ATTEST:

Penny Overstreet, City Clerk



FLAGLER BEACH CITY COMMISSION

Item No: 12

Meeting Date: May 12, 2022

Issue: Ordinance 2022-08, an ordinance of the City of Flagler Beach, Florida, incorporation the re-Plats for Block 34, Moody Subdivision providing instructions to the City Clerk; repealing all conflicting ordinances; and providing a severability clause; and providing for an effective date – first reading.

From: Penny Overstreet, City Clerk

Organization:

RECOMMENDATION: Motion to approve Ordinance 2022-08.

BACKGROUND: This ordinance was requested by the Attorney for the Block 34 property owner, to record in the Flagler County Official Records a plat amendment. Block 34 was re-formed in the late 70's early 80's while the City was developing its Land Development Regulations and creating its zoning map. While the property shows this amendment on our City Maps, while performing the title work it was noted the official changes were not recorded in the official records. The adoption of this ordinance and recording of the document in the Flagler County Official Records will clear up the title issue.

BUDGETARY IMPACT: N/A The Clerk has invoiced the Clients Attorney for the cost of the legal advertising.

LEGAL CONSIDERATIONS/SIGN-OFF:

PERSONNEL:

POLICY/REQUIREMENT FOR BOARD ACTION:

IMPLEMENTATION/COORDINATION:

Attachments

- Ordinance 2022-08
- Correspondence with Attorney Bayer
- Legal Ad draft

FYI: Attorney Bayer has requested the item pushed to first reading on May 28, 2022. To avoid additional legal ad fees. Please propose a Motion to table Ordinance 2022-08 to a date certain (May 26, 2022) meeting at 6:00 p.m. or soon thereafter.

ORDINANCE NO. 2022-08

AN ORDINANCE OF THE CITY OF FLAGLER BEACH, FLORIDA, INCORPORATING THE RE-PLATS FOR BLOCK 34, MOODY SUBDIVISION PROVIDING INSTRUCTIONS TO THE CITY CLERK; REPEALING ALL CONFLICTING ORDINANCES; AND PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, by previous ordinance, the Flagler Beach City Commission adopted the various plats and zoning maps for property within the City's jurisdiction; and

WHEREAS, Lots 1-12 in Block 34, Moody Subdivision ("Subject Property") have been replatted as shown on various public records, but the document authorizing the re-plat has not been located in public records for Flagler County, Florida; and

WHEREAS, this ordinance is necessary to clarify the platting and re-platting of lots in Block 34 Moody Subdivision to conform with the layout shown on attached Exhibit A for the Subject Property; and

WHEREAS, the real property shown on Exhibit A was originally platted as shown on the Map of Flagler Beach dated 1917, as recorded in Plat Book 1, Page 24 of the Public Records of Flagler County ("Original Plat") The Original Plat is attached as Exhibit "B"; and

WHEREAS, The Original Plat shows 10 lots and a portion of South Daytona Avenue on the Subject Property as shown on attached Exhibit "C". On September 1965 Watson and Company prepared a Property Assessment Map of Flagler County, Florida showing 12 lots and a right of way for South Daytona Avenue for the Subject Property as shown on Exhibit D.

WHEREAS, in December 1965, the City of Flagler Beach approved the Flagler Beach Map showing 12 lots and no South Daytona Avenue right of way on the Subject Property, as shown on attached Exhibit "D". This same Map was revised, approved, and signed June 12, 1980 by the City Commission for Flagler Beach, Florida as shown on attached Exhibit "E". A motion for Resolution No. 80-32 was approved in a regular meeting of the Flagler Beach City Commission stating the June 1980 map needed a few corrections as shown on Exhibit "F". Resolution No. 80-32 stated the map was now revised, approved and accepted as a permanent record of Flagler County; and

WHEREAS, no zoning designations are being amended by this ordinance; and

WHEREAS, the Flagler Beach City Commission introduced this Ordinance on May 12, 2022, and subsequently in accordance with Section 166.041, Florida Statutes the Flagler Beach City Commission duly advertised this Ordinance and held two public hearings on May 12, 2022 and May 26, 2022 to allow public input; and

WHEREAS, the Flagler Beach City Commission adopts the foregoing “Whereas” clauses as its legislative findings and finds that the proposed amendments will promote the public health, safety, welfare, economic order and aesthetics of both the region and the community.

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

SECTION 1. Map Amendment. Upon the effective date of this Ordinance, the City Clerk or designee shall amend the official records to establish that the plat for the Subject Property consists of 12 lots and no South Daytona Right of Way as shown on attached Exhibit ____ and shall record a certified copy of this ordinance in the official records of Flagler County, Florida.

SECTION 2. Ordinances in Conflicts. All ordinances or parts thereof, which may be determined to be in conflict herewith, are hereby repealed and superseded by this Ordinance, to the extent of such conflict.

SECTION 3. 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 4. Effective Date. This Ordinance shall become effective immediately upon its passage and adoption.

ADOPTED by the City Commission of the City of Flagler Beach, Florida, this ____ day of May, 2022.

City of Flagler Beach, Florida

By: _____
Suzie Johnston, Mayor

F

Attest:

Penny Overstreet, City Clerk

Penny Overstreet

From: Dennis Bayer <dennis@Bayerlegal.com>
Sent: Wednesday, May 4, 2022 12:49 PM
To: Penny Overstreet
Cc: 'Drew Smith'; Jeffrey Brock; William Whitson; Jeanelle Jarrah
Subject: RE: Ordinance 2022-08

Thanks, Penny
Please send me an invoice. We will pay it and then the parties will reimburse my office.
Appreciate the assistance

Dennis

Dennis Bayer

Attorney at Law | Circuit Court Mediator | Bayer Law

109 South 6th Street, Flagler Beach Fl., 32136

Dennis@bayerlegal.com **386.439.2332**

From: Penny Overstreet <POverstreet@CityofFlaglerBeach.com>
Sent: Wednesday, May 4, 2022 12:33 PM
To: Dennis Bayer <dennis@Bayerlegal.com>
Cc: 'Drew Smith' <dsmith@shepardfirm.com>; William Whitson <wwhitson@cityofflaglerbeach.com>; Jeanelle Jarrah <JJarrah@CityofFlaglerBeach.com>
Subject: Ordinance 2022-08

Hello Dennis,

I have attached the proof for the ordinance to record the past action of the re-plat of Block 34 (Mr. Boohla's property). I will remit payment to the News Journal when I receive an actual invoice from them (the attached is an order confirmation w/ cost \$2,408.26). Do you need me to send you an invoice from the City or will this suffice for the reimbursement your office or Mr. Boohla will be remitting to the City? Please advise.

Thank you in advance,



Penny Overstreet, CMC

City Clerk
City of Flagler Beach
105 S. 2nd Street
Flagler Beach, FL 32136
www.cityofflaglerbeach.com
☎ 386-517-2000 ext. 233
📠 386-517-2008

Florida has a very broad Public Records Law. Virtually all written communications to or from State and Local Officials and employees are public records available to the public and media upon request. The City of Flagler Beach's policy does not differentiate between personal and business emails. This means email messages, including your e-mail



The Daytona Beach News-Journal
Daytona Pennysaver

Order Confirmation

Not an Invoice

Account Number:	464924
Customer Name:	City Of Flagler - Legal
Customer Address:	City Of Flagler - Legal Po Box 70 Flagler Beach FL 32136-0070
Contact Name:	CITY OF FLAGLER BEACH CITY OF FLAGLER - LEGAL
Contact Phone:	3865172000
Contact Email:	poverstreet@cityofflaglerbeach.com
PO Number:	

Date:	05/04/2022
Order Number:	7245371
Prepayment Amount:	\$ 0.00

Column Count:	2.0000
Line Count:	
Height in Inches:	1.0000

Print

Product	#Insertions	Start - End	Category
DTB Daytona Beach News-Journal	2	05/08/2022 - 05/17/2022	

Total Order Confirmation

\$2408.26

**CITY OF FLAGLER BEACH
NOTICE OF PROPOSED
OFFICIAL MAP CLARIFICATION**

The City of Flagler Beach City Commission will
consider Ordinance No. 2022-08 Entitled:

ORDINANCE NO. 2022-08

AN ORDINANCE OF THE CITY OF FLAGLER BEACH, FLORIDA, INCORPORATING THE REPLATS FOR BLOCK 34, MOODY SUBDIVISION PROVIDING INSTRUCTIONS TO THE CITY CLERK; REPEALING ALL CONFLICTING ORDINANCES; AND PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

The City Commission of the City of Flagler Beach, Florida is requesting this Official Map clarification for property currently zoned General Commercial (GC). The property consists of 1.327+/- acres and is generally situated on the westerly side of South Central Avenue and lying east South Daytona Avenue and lying south of Moody Boulevard and lying north of South 2ND Street also known as Lots 1-12, All of Block 34, Moody Subdivision (See Location Map below). Public Hearings will be conducted for this request as follows:

City Commission: First reading May 12, 2022 6:00 p.m. or as soon thereafter

City Commission: Second Reading May 26, 2022 6:00 p.m. or as soon thereafter

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

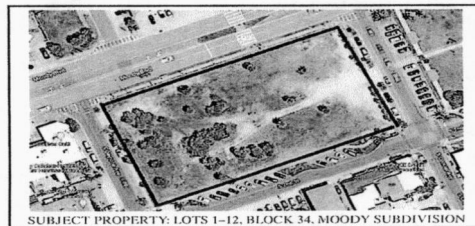
A copy of this notice, the file relating to the proposed Official Map clarification and the proposed ordinance are available for public inspection during regular business hours Monday through Friday from 8:00 a.m. to 5:00 p.m. at 105 South Second Street, Flagler Beach, Florida. The public is encouraged to participate in the processes and procedures of the City and to request copies of the proposed ordinance.

Any person wishing to express his/her opinion may submit written comments regarding the proposed clarification to the City through the Office of the City Clerk. Comments should be made as early as possible to ensure full consideration.

If a person decides to appeal any decision made with respect to any matter considered at the above referenced hearings, he/she will need a record of the proceedings. For

such purposes, it may be necessary to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

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



SUBJECT PROPERTY: LOTS 1-12, BLOCK 34, MOODY SUBDIVISION

AGREEMENT FOR JULY 4, 2022 FIREWORKS DISPLAY

THIS AGREEMENT is made and entered this ____ day of _____, 2022, by and between ISLAND OUTDOOR MANAGEMENT, INC., a Florida corporation, d/b/a NORTH FLORIDA PYROTECHNICS (the "**Contractor**") whose mailing address is 805 Arthur Moore Drive, Green Cove Springs, Florida 32043 and the CITY OF FLAGLER BEACH, FLORIDA (the "**City**"), a municipal corporation, whose mailing address is 105 S. Second Street, P.O. Box 70, Flagler Beach, Florida 32136.

WHEREAS, the **Contractor** is in the business of performing exhibitions of fireworks and hereby certifies that it possesses all necessary qualifications, experience, staff, and licenses to perform the work contemplated herein; and

WHEREAS, the parties acknowledge that the City has relied upon **Contractor's** representations regarding its qualifications, experience, staffing, and licensure as material inducements to enter this Agreement; and

WHEREAS, the **City** desires that the **Contractor** provide an exhibition of fireworks for the **City** pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the parties agree as follows:

1. **THE DISPLAY.** The **Contractor** agrees to sell, furnish, and deliver, to the **City** an aerial fireworks display on July 4, 2022 (the "Display") lasting at least twenty (20) minutes in length. For purposes of this Agreement, a substantial pause or interruption shall be deemed to mean a pause or interruption lasting longer than sixty seconds. In the event the Contractor must pause or interrupt the display longer than sixty seconds due to safety considerations, the time of such pause or interruption shall not be counted toward the required total Display length. In the event the Contractor fails to deliver the Display in accordance with this Paragraph, unless for a reason specifically set forth herein, the Contractor shall forfeit all payments provided for herein and return all deposits or other payments received by the City. In the event the **Contractor** experiences or anticipates any necessary modifications to the Display due to supply chain limitations, the **Contractor** shall notify the **City** at least thirty days prior to the Display date and renegotiate payment terms based on products available within the supply chain at such time; if the **Contractor** and the **City** are unable to agree to modified payment terms, the **City** may terminate this Agreement and the **Contractor** shall return to the **City** all deposits or other monies paid by the **City**.
2. **THE LOCATION.** The location for the Display shall be the **City** of Flagler Beach Pier.
3. **THE CONTRACT PRICE.** The **City** shall pay the **Contractor** TWENTY-FOUR THOUSAND DOLLARS (\$24,000.00) (the "Contract Price") for the Display as follows:
 - a. At the time of entering this Agreement, the **City** shall pay to the **Contractor** a deposit equal to one-half (1/2) of the Contract Price (the "Deposit").
 - b. Upon completion of the Display, the **Contractor** shall apply the Deposit to the amount due from the **City**. Within seven (7) days of the completion of the Display, the **City** shall pay to the **Contractor** the remaining outstanding balance of the Contract Price. In the event payment is not timely paid, late payments shall accrue interest at the rate of

eighteen percent (18%) per annum from the first day after the payment was due until payment is made.

4. **CITY RESPONSIBILITIES.** The **City** acknowledges that is responsible for providing a suitable location for the Display, which shall include making arrangements to keep all spectators at least three hundred fifty (350) feet away from the area where the aerial fireworks firing will take place. The **City** shall furnish necessary police and fire protection, and crowd control. The **City** shall be responsible for all fire watch / inspection fees incurred by the **Contractor**. Said fees will be paid by the **City** to the **Contractor** upon notification of any amounts due. The **City** shall be responsible for removal or protection of all property within the "fireworks fallout zone" as shown in Exhibit 1 to this Agreement. By entering this Agreement the **City** agrees to indemnify and hold harmless the **Contractor** for damage caused to property or persons within the "fireworks fallout zone" resulting from any source other than the fireworks presented by the **Contractor**.
5. **CONTRACTOR RESPONSIBILITIES.** The **Contractor** will obtain all required permits for the firing of the Display and secure any security bonds required by law. At the completion of the Display, the **Contractor** will clear all equipment, debris, and any unexploded fireworks from the firing site. The **Contractor** shall arrange for fire watch / inspection. The **Contractor** shall furnish the services of display technicians who are sufficiently trained to present the Display in a safe and professional manner. The **Contractor** shall notify and obtain any necessary permission from the Federal Aviation Administration for the Display.
6. **EXHIBITION INSURANCE.** Within seven (7) days of entering this Agreement, the **Contractor** shall furnish to the **City** proof of insurance coverage in the amount of five million dollars \$5,000,000.00 per Occurrence combined single limit for bodily injury and property damage, including products liability, which insurance shall include the **City** as additional insured. The insurance furnished by the **Contractor** shall include a provision that it shall not be cancelled without prior written notice to the **City**. If the **Contractor** fails to furnish the required insurance or if the insurance is canceled prior to the Display, the **City** may immediately and without prior notice terminate this Agreement without penalty or expense and the **Contractor** shall return all monies received from the **City** within seven (7) days of written notice of termination of the Agreement.
7. **WORKERS' COMPENSATION INSURANCE.** The **Contractor** shall obtain workers' compensation insurance for its employees as required by law. No employee of **Contractor** shall be allowed to provide any services to the **City** unless covered by workers' compensation insurance.
8. **CANCELLATION INSURANCE.** The **City** may, at its option, procure insurance to cover the risk of loss due to cancellation of the Display.
9. **INDEMNIFICATION.** The **Contractor** shall protect, defend, indemnify, save and hold harmless the **City**, all departments, agencies, boards and commissions, its officers, agents, servants, and employees, from and against any and all claims, demands, expense, and liability arising out of injury or death to any person or the damage, loss, or destruction of any property which may occur in any way arising from the Display due to the negligent act or omission of the **Contractor**, its agents or employees. Nothing in this indemnification provision shall be interpreted as a waiver of the **City's** sovereign immunity rights, including those provided under Section 768.28, Florida Statutes. This indemnification shall survive any expiration or termination of this Agreement.
10. **POSTPONEMENT OF DISPLAY.** It is agreed and understood that should inclement weather prevent firing of the Display on the Display date, then the Display shall be postponed and fired on a postponement date that shall occur within seven months of the originally planned Display date.

If the **City** does not provide a postponement date within seven months of the originally planned Display date, the **Contractor** shall be entitled to keep the Deposit paid by the **City**.

11. **PROMOTION.** The **City** will include reference to the **Contractor** in its promotional materials, including event schedules and radio, television, newspaper and internet announcements.
12. **GOVERNING LAW AND VENUE.** The laws of the State of Florida shall govern this agreement, and in the event of any dispute, venue for all proceedings, be they litigation, mediation, arbitration or otherwise shall be in a court of appropriate jurisdiction in Flagler County, Florida.
13. **ATTORNEYS' FEES AND WAIVER OF JURY TRIAL.** In the event of litigation or arbitration to enforce the terms of this Agreement the prevailing party shall be entitled to recover a reasonable fee for its attorneys and to recover all costs reasonably incurred in such proceedings. IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.
14. **CONTROLLING AGREEMENT.** This writing expresses the entire agreement between the parties, integrating all previous agreements, understandings, practices and discussions, and no modification shall be made to this Agreement except as expressed in writing and executed by both parties.
15. **CANCELLATION OF DISPLAY.** The **City** may cancel the Display for any reason subject to written notice to the **Contractor** and subject to the following:
 - a. If the **City** cancels the Display thirty (30) or more days prior to the Display date, the **Contractor** shall be entitled to payment of twenty-five percent (25%) of the Contract Price, which amount shall be paid from the Deposit and the remainder of the Deposit returned to the **City** less any reimbursable fees paid by **Contractor**;
 - b. If the **CITY** cancels the Display eleven (11) to twenty-nine (29) days before the Display date, the **Contractor** shall be entitled to payment of thirty-five percent (35%) of the Contract Price, which amount shall be paid from the Deposit and the remainder of the Deposit returned to the **City** less any reimbursable fees paid by **Contractor**;
 - c. If the **City** cancels the Display three (3) to ten (10) days prior to the Display date, the **Contractor** shall be entitled to payment of forty-five percent (45%) of the Contract Price, which amount shall be paid from the Deposit and the remainder of the Deposit returned to the **City** less any reimbursable fees paid by **Contractor**;
 - d. If the **City** cancels the Display 48 -24 hours prior to the Display date, the **Contractor** shall be entitled to payment of seventy percent (70%) of the Contract Price.
 - e. If the **City** cancel s the Display less than 24 hours prior to the Display date, the **Contractor** shall be entitled to payment of one hundred percent (100%) of the Contract Price.
16. **TERMINATION FOR CAUSE.** In the event either party is in default of any term of this Agreement, the other party may terminate this Agreement immediately upon written notice to the party in default. In the event the City terminates this Agreement due to any breach by the Contractor, the Contractor shall forfeit any payments due from the City and return all deposits or other monies already paid by the **City**.
17. **COOPERATION WITH REGULATORY AGENCIES.** The parties agree to cooperate with all regulatory agencies having jurisdiction over the Display, including but not limited to: local fire and police departments, the Bureau of Alcohol Tobacco, Firearms, and Explosives, the Department of Transportation, the Department of Homeland Security, and the USCG. The parties acknowledge

that such governmental regulatory authorities have the right to prohibit the Display until unsafe or unsuitable conditions are corrected.

18. **COMPLIANCE WITH LAWS.** The parties agree to comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out the Display.
19. **DISSOLUTION, BANKRUPTCY, OR RECEIVERSHIP** In the event the **Contractor** is dissolved, files a petition in bankruptcy, or has a receiver appointed for it prior to the Display, the **Contractor** shall forfeit any payments due from the City and the **City** shall be entitled to immediate return of the full amount of the Deposit or other monies already paid by the **City**.
20. **FORCE MAJEURE.** Each party shall be excused for the period of delay in the performance of any of its obligations and shall not be liable for failure to perform or considered in default hereunder when prevented from performing by a natural disaster.
21. **NOTICES.** Notices required or permitted to be given by either party in writing shall be deemed delivered when mailed via certified mail to the respective addresses first set forth above or any other address provided in writing by either party.
22. **COUNTERPARTS.** This Agreement may be executed in on or more counterparts, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
23. **SUCCESSORS AND ASSIGNS.** This Agreement and all the rights and powers granted thereby shall bind and inure to the benefit of the parties and their respective successors and assigns.
24. **PUBLIC RECORDS.** All work, deliverables, and services provided by the **Contractor** are subject to Florida's Public Records Law (Chapter 119, Florida Statutes, including but not limited to the following:
 - a. All records, books, documents, maps, data, deliverables, papers, and financial information (the "Records") that result from the **Contractor** providing the agreed upon services to the **City** shall be the property of the **City**;
 - b. The **Contractor** agrees to keep and maintain public records in the **Contractor's** possession or control in connection with the **Contractor's** performance under this Agreement. The **Contractor** further agrees to comply with the provisions of Section 119.0701, Florida Statutes. The **Contractor** shall ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law, for the duration of the Agreement and, following completion of the Agreement, until the records are transferred to the **City**;
 - c. Upon request from the custodian of records for the **City**, the **Contractor** shall provide the **City** with a copy on any requests records related to the provision of services pursuant to this Agreement within a reasonable time at a cost that does not exceed that allowed by Chapter 119, Florida Statutes, or as otherwise provided by law;
 - d. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the **Contractor** shall be delivered to the **City** at no cost to the **City**.

IF THE CONTRACTORS HAS QUESTIONS RELATED TO THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATED TO THIS AGREEMENT, IT SHOULD CONTACT THE CUSTODIAN OF RECORDS FOR THE CITY, PENNY

OVERSTREET, CITY CLERK, (386) 517-2000,
POVERSTREET@CITYOFFLAGLERBEACH.COM.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties have set their hand and seal as set forth below:

CITY OF FLAGLER BEACH

ISLAND OUTDOOR MANAGEMENT, INC.
d/b/a North Florida Pyrotechnics

BY: _____ Date: _____
SUZIE JOHNSTON, MAYOR

By: _____ Date _____
RYAN L. ALLEN

#13a

Penny Overstreet

From: William Whitson
Sent: Thursday, May 12, 2022 12:34 PM
To: Elected Officials
Cc: Department Heads
Subject: FW: City of Flagler Beach Collaborative 4th of July Fireworks Proposal
Attachments: ETE AUD City of Flagler Beach 2022 Fireworks Proposal.pdf

FYI.....This will be discussed tonight. I will try and round up some additional details as well.

In advance, thank you for your time and patience with this process. COVID-19 has effected so many things and services we use to take for granted.

Sincerely,

W W

From: Ryan Allen <sales@wholesalefireworksdirect.com>
Sent: Thursday, May 12, 2022 9:58 AM
To: William Whitson <wwhitson@cityofflaglerbeach.com>
Cc: sales@angryunicornimports.com
Subject: Fwd: City of Flagler Beach Collaborative 4th of July Fireworks Proposal

William, Attached is an updated proposal based upon our research on past shows including 2019 which Santore produced for Flagler Beach. The first proposal I saw was very old and was missing quite a bit of data. As earlier discussed this is a collaboration between Explosive Touch Enterprises and North Florida Pyrotechnics sharing our resources and man power to save The Forth of July Fireworks for Flagler Beach.

Ryan Allen
904-333-6622
North Florida Pyrotechnics
Wholesale Fireworks Direct
www.wholesalefireworksdirect.com
sales@wholesalefireworksdirect.com
[Facebook@wholesalefireworksdirect](https://www.facebook.com/wholesalefireworksdirect)

Begin forwarded message:

From: "info explosivetouch.com" <info@explosivetouch.com>
Date: May 12, 2022 at 9:12:53 AM EDT
To: Ryan Allen <sales@wholesalefireworksdirect.com>
Subject: City of Flagler Beach Collaborative 4th of July Fireworks Proposal

Here you go!

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Here you go!

EXPLOSIVE

TOUCH ENTERPRISES

&



JOINT COLLABORATIVE FIREWORKS PROPOSAL TO SAVE THE

**City of Flagler Beach, FL 4th of July
2022 Fireworks Display**



A Spectacular Division of...

EXPLOSIVE
TOUCH ENTERPRISES

WE CREATE BLASTING IMPRESSIONS!

City of

Flagler Beach

Fireworks Display

July 4th, 2022

About Angry Unicorn Displays:

Angry Unicorn Displays was established in 2018 and is a sister company of Explosive Touch Enterprises. It is branded to coincide with ETE's Import Company Angry Unicorn Imports and evolved from the experience of a decade old fireworks company that originated in the Theme Park Entertainment Capital of the World, Orlando, FL.

Angry Unicorn Displays will be your direct source of fireworks and special effect entertainment especially with our sister company Angry Unicorn Imports supplying all of our High Quality Fireworks.

We have experience with all types of events which range from small backyard type displays to Major Professional Aerial Productions. To achieve success with all of our events, we use state of the art digital electronic firing systems and design software that gives us the availability to produce world class displays using the most brilliant and unique effects the industry has to offer. From large sky filling displays, to concise choreographed pyro-musicals... we can do it all!

In closing, Angry Unicorn Displays offers our (AIS) All-Inclusive solution in producing the fireworks and special effects elements of your show or event. All of our events include site inspections, display permits, Coast Guard permits (if necessary), FAA clearance (if necessary) \$1,000,000.00 in General and \$5M Auto Liability Insurance, Fire Marshal Fire Watch fees, Fire Truck Standby Fee (If Required), all travel costs, professional and trained pyrotechnics crew, and of course cleanup.



Westgate Resorts - Orlando, FL;
River Ranch, FL; Kissimmee, FL

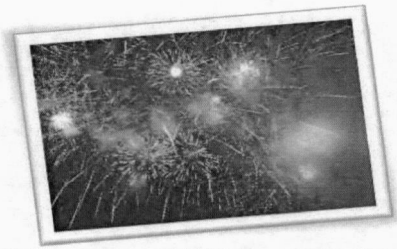


Six Flags Over Georgia Theme
Park - Austell, GA

Our Displays

Our pyrotechnic displays include over 100 different types of pyrotechnic effects and patterns. We have the highest selection of premium products from all over the world including, but not limited to Europe, Asia, and the United States. We combine the pyrotechnic effects from these countries to provide you with the best possible design or synchronization to reflect the musical score of your show.

We have the newest and most technologically advanced computerized digital firing systems to ensure the effects are perfectly and safely fired or choreographed to any genre of live or pre-recorded music.



Featured Manufacturers:

1.3G Display Fireworks:



1.4G UN0431 Articles Pyrotechnics:





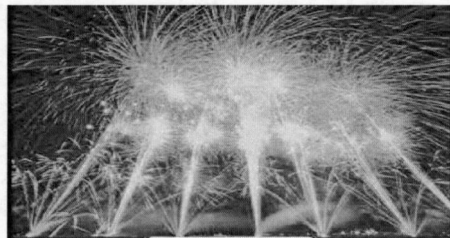
The Westin Resort Cape Coral, FL



Wall of Fire Special F/X

High Explosives

Our Team and Crews



Sun 'n Fun AirShow

The leadership at Angry Unicorn Displays has over 50 combined years of experience working with fireworks and special effects for some of the largest entertainment companies and venues in the world. We ensure that our technicians are educated annually on all applicable safety standards including new ATF regulations, NFPA Codes, DOT standards and more, ensuring that your show will meet and exceed all safety standards.

EJ Weppel - CEO and President

EJ is the founder of Angry Unicorn Displays. He began his career working for a major theme park in Orlando, FL. When he left there, he continued his path to pyrotechnic greatness working with a large competing company. From there, he decided to branch out on his own and Angry Unicorn Displays was born.

Pyrotechnic Crew

Angry Unicorn Displays has a vast pool of pyrotechnicians that work with us on a regular basis. Senior Shooters have been with the company since the beginning and have been trained and certified each year. Most of them have other full-time jobs for some of the biggest names in the Entertainment Industry and shoot their shows regularly. All our show site assistants are 100% trained in the company policies of safe handling of materials and under the direction of the onsite shooter. Assistants have a wide range of skill sets and most are working toward being full fledged pyrotechnic shooters within the company.

ANGRY UNICORN DISPLAYS



Technician Fireworks Display Proposal

Opener:

_____ 166 _____ Total Display Shells
100 : 1" - 2.5" Premium single shot and multi shot cake effects
30 : 3" Premium Fireworks variety of effects
18 : 4" Premium Fireworks variety of effects
12 : 5" Premium Fireworks variety of effects
6 : 6" Premium Fireworks variety of effects
_____ : 7" Premium Fireworks variety of effects
_____ : 8" Premium Fireworks variety of effects
_____ : 10" Premium Fireworks variety of effects

Main Body:

_____ 1,513 _____ Total Display Shells
800 : 1" - 2.5" Premium single shot and multi shot cake effects
170 : 3" Premium Fireworks variety of effects
270 : 4" Premium Fireworks variety of effects
198 : 5" Premium Fireworks variety of effects
75 : 6" Premium Fireworks variety of effects
_____ : 7" Premium Fireworks variety of effects
_____ : 8" Premium Fireworks variety of effects
_____ : 10" Premium Fireworks variety of effects

Grand Finale:

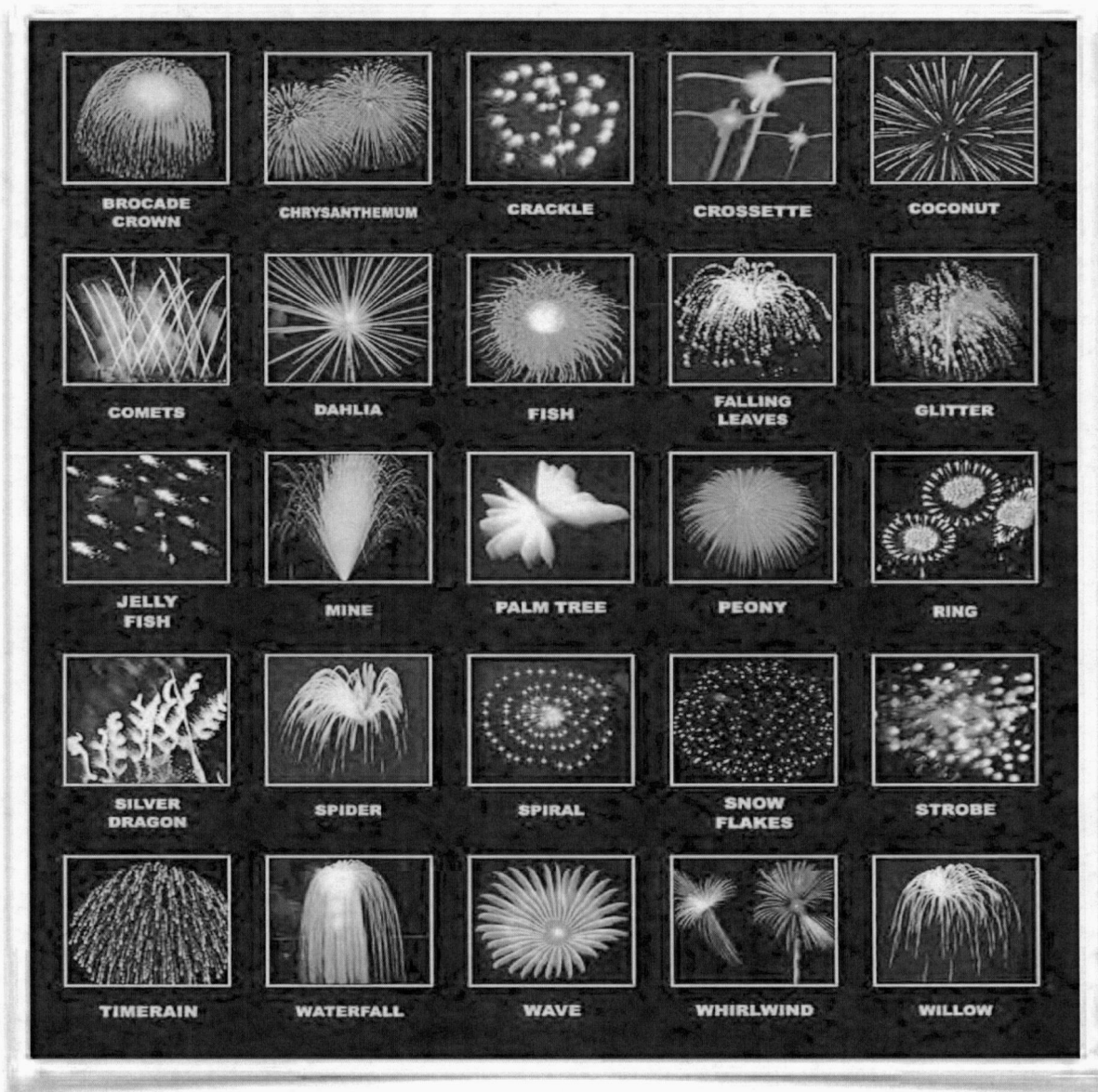
_____ 729 _____ Total Display Shells
300 : 1" - 2.5" Premium single shot and multi shot cake effects
300 : 3" Premium Fireworks variety of effects
72 : 4" Premium Fireworks variety of effects
30 : 5" Premium Fireworks variety of effects
27 : 6" Premium Fireworks variety of effects
_____ : 7" Premium Fireworks variety of effects
_____ : 8" Premium Fireworks variety of effects
_____ : 10" Premium Fireworks variety of effects

_____ 2,408 _____ TOTAL SHELL COUNT
_____ 20 Minutes _____ Duration of Fireworks Display

* All Fireworks/Effects will be fired 100% electronically. We do not hand fire any of your display which provides you with non-stop action*

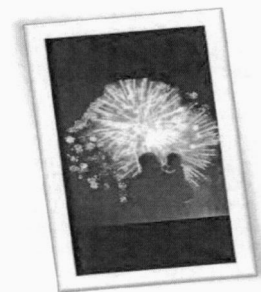


Our most commonly used effects inventory used to create a unique display keeping your audience excited and craving more!



ANGRY UNICORN
DISPLAYS

Pyrotechnic Effect Definitions



Brocade — A spider like effect in the sky, much like fine lace. The brocade effect is generally a golden tail effect, and is brighter than the willow or tiger tail effect. Most brocade effects use glitter to produce the long brocade tails.

Chrysanthemum — A flower-like aerial pattern, usually resulting from a cake or mortar.

Comet — A type of star that leaves a long trail of sparks as it flies through the air.

Crossette — A type of comet that breaks into multiple comets, usually forming a cross shape.

Pearls — Bright balls of color that fly through the sky and burn themselves out after reaching maximum height.

Dragon Eggs — A delayed crackle effect displayed in egg-shaped patterns with loud crackle near the end.

Waterfall — Glowing embers that fall slowly in the air, creating a willow or waterfall effect.

Flying Fish — An aerial effect that looks like a swarm of objects squirming through the air. This effect usually lasts only a few seconds. Fish are a type of fuse that propels itself through the air, creating a swimming effect.

Palm Tree — An aerial effect that produces a gold or silver stem as the shell rises into the sky (known as a rising tail), followed by a brocade or willow effect that creates palm fronds. It resembles a gold or silver palm tree in the sky.

Peony — An aerial effect that looks like a spherical ball of colored lights in the sky. A very common aerial effect on most fireworks displays.

Ghost - An aerial effect that creates a disappearing and re-appearing color trail new to the fireworks industry.

Rising Tail — A rising tail is a gold or silver tail effect that is created when a shell is shot into the sky, similar to the trunk of a tree. Commonly used with palm tree shells.



Strobe — A strobe is a blinking effect. When used in a shell with hundreds of strobe stars, the strobe effect looks like shimmering water in the sky. Strobes can be a variety of colors, including white, green, blue, and orange.

Tourbillion — Another name for a serpent. A tourbillion is a type of star that spins in the sky and gives off large quantities of gold, silver, or white light.

Willow — An aerial effect that looks like a giant gold willow tree in the sky. A true willow effect has delicate golden trails that hang in the sky ten seconds or more.

Pattern - An aerial effect including but not limited to Smiles, Hearts, Squares, Diamonds, Stars, 3D Cubes always a crowd pleaser



What is included in your All-Inclusive Package

SITE INSPECTION

FIREWORKS DISPLAY PERMIT

COAST GUARD PERMIT (IF REQUIRED)

FAA CLEARANCE (IF REQUIRED)

\$5,000,000.00 GENERAL LIABILITY INSURANCE

\$5,000,000.00 AUTO LIABILITY INSURANCE AS REQUIRED BY THE US DOT

FIRE MARSHAL FIRE WATCH FEES

FIRE TRUCK STANDBY FEE (IF REQUIRED)

ALL TRAVEL/LOGISTICS COSTS

PROFESSIONAL PYROTECHNICS CREW

100% ELECTRONICALLY FIRED DISPLAY

STRIKE/CLEAN UP

Item
13
Staff
Reports

Beach/Parks/Recreation

Weekly Highlights April 27, 2022

- Our first Brazilian cut was on Friday, April 22. We began cutting at Silver Lake Park and cleared a large area of Brazilian Peppers on the south end of the park. Cutting will resume in the same area on Friday, April 29.
- This year's Watersafe spring event will be at the Belle Terre Swim and Racquet Club in Palm Coast on May 21.
- We will continue with our elementary school water safety presentations on April 28 where we will be at Old Kings Elementary School and April 29 where we will be presenting at Rymfire Elementary School.
- Our Junior Lifeguard summer camp information and application packet has been completed and is posted on the City website.
- We began our Ocean Rescue supervisor orientation and training on Saturday, April 23.
- This past weekend was our final prerequisite swim testing for lifeguard recruits. New recruit training will begin on Saturday, April 30.
- Next First Friday on May 6 featuring "Starfire" as the band.
- All vehicles and vessels have been checked and operated as part of our ongoing off-season maintenance.

Penny Overstreet

From: Robert Pace
Sent: Thursday, April 28, 2022 2:15 PM
To: William Whitson
Cc: Penny Overstreet
Subject: Weekly Highlights

Mr. Whitson,

The following are the weekly highlights;

- Station Tour

Considering the pandemic, there has not been an abundance of station tours over the last two years. Now that the majority of restrictions were lifted, the department has once again began to accept requests for station tours. On April 22nd, B Shift's crew hosted a tour for 22 special needs children. The kids were given a tour through the station house, a demonstration of the trucks/ equipment, and able to flow water through a booster line. The children were also given lolly- pops and station stickers before departing. The teachers were very appreciative and crew thoroughly enjoyed it

- Annual Aerial and Ground Ladder Testing

I recently reported to you that the department is conducting annual tests/inspections on various pieces of equipment. The latest on the list was the annual inspection of the aerial on the ladder truck and ground ladders. The aerial is ran through multiple evolutions and a weight test is conducted. The ground ladders are also weight tested and heat sensors are inspected. The aerial and ground ladders successfully passed inspections. This annual test is an ISO requirement

- Visit to MD Anderson Cancer Center

Chief Ensalaco (FCFR), Lieutenant Driscoll (PCFD), and I traveled to Baptist Hospital in Jacksonville to visit the MD Anderson Cancer Center. This is a state of the art cancer center and recognized as one of the best treatment centers in Northeast Florida. The MD Anderson Cancer Center offers the services to fire service personnel and their families. We could have not been more impressed with the facility and the three of us on the visit were given direct points of contact, if a need should arise within our agencies. Considering the Cancer imitative implemented over the last few years, this a great benefit to all the agencies within the county

- 4th of July Planning Meeting

Another 4th of July Planning Meeting took place at the EOC yesterday. This was the third meeting and there were several updates since the last meeting. Law enforcement reviewed the traffic plan, utilization of message boards, cones, and barricades. I advised the group that the resource requests of the other fire agencies was approved and that the alternate landing zone was secured. The city will not be able to utilize the golf carts from Santa Maria Del Mar this year. The Knights of Columbus have their own event and the carts will not be available. I am currently working on securing two golf carts for the hydration teams through another source. The next planning meeting is scheduled for May 25th

- Early Closure of Bond Fire Permits

I was advised earlier in the week that there was an early arrival of sea turtles nesting on Flagler Beach. Considering that bond fire permits will still be issued until May 1st, this posed an issue. I spoke with Chief Doughney and Captain Cox and the decision was made to terminate issuing bond fire permits early. This update was posted on the department's social

media page. This news reached over 50,000 people and received 855 likes. Chief Doughney also took part in a radio interview with WNZF and received nothing, but positive responses

- National Crime Victims' Rights Week

This is National Crime Victims' Rights Week and tomorrow morning there will be a ceremony at the pier. There will be several public safety members in attendance to recognize victims of crime. There will also be a presentation addressing people affected by crime and local resources that are available. I received an invite to come the ceremony and I will be honored to be in attendance

I look forward to talking to you soon.

Thanks,

Bobby

FBFD Operational Response Report

This weekly report conducted by the Flagler Beach Fire Department contains the following data:

- Number of incidents responded to over the dates listed below.
- Incident types.
- Total number of incidents for 2022.

Report Conducted: **April 21st - April 28th**

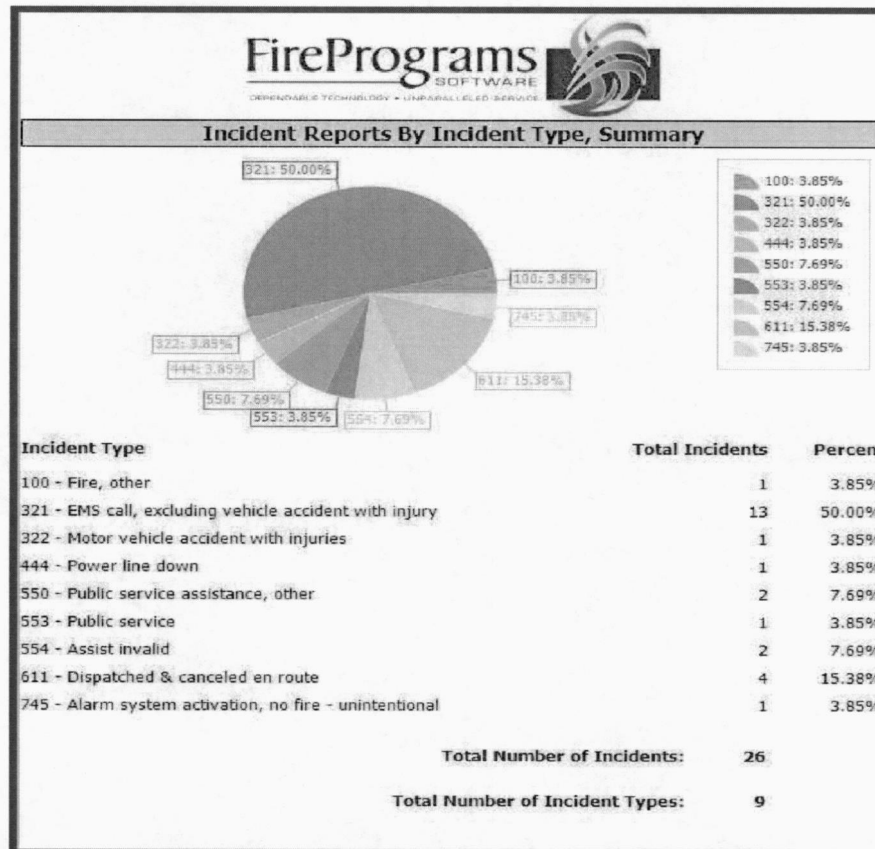
Flagler Beach Fire Department

Captain Stephen Cox

Scox@Fbfire.org



Weekly Incident Response Data



Total Number of Incident for 2022

504



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		4/22/2022		To: Thursday		4/28/2022	
Calls For Service	86	Felony Arrest	1	Reports Written	11	Citations Issued	15
Self-Initiated	78	Misd. Arrest	0	Comm. Policing	18	Warnings (Written/Verbal)	40
Traffic Stops	22	City Ordinance	4	Security Checks	304		

Chief's Weekly Summary

Friday: The Police Department hosted a tour, and a question and answer forum with participants from the TRAIL Transition Program. The TRAIL Transition Program is an outcome oriented program whose focus is to assist Flagler County's 18 to 22 year-old persons with disabilities in finding meaningful, age appropriate vocational placements in our community, while keeping in mind their unique learning styles and individual needs. **The participants and Staff from the Police Department had a great time with these amazing young adults, and they're now part of the TBPD family.**

Friday: Dayshift Officers conducted proactive traffic enforcement at the following locations and times:
1300 block of South Central Avenue, from 7:07 a.m. to 7:25 a.m. No violations.
1800 block of North Central Avenue, from 7:11 a.m. to 7:43 a.m. No violations.
400 block of John Anderson Highway, from 10:09 a.m. to 10:29 a.m. No violations.
1300 block South Central Avenue, from 4:53 p.m. to 5:15 p.m. No violations.

Friday: 4/22/22 @ 7:42 p.m. / Noise Complaint / 1104 South Oceanshore Boulevard (Golden Magnolia Resort): A Patrol Officer responded in reference to loud music. The reporting party advised that the music was coming the old White Orchid Inn. Upon Officer arrival, there was no music playing within a two (2) block radius of the area/resort. The reporting party did not want contact.

Friday: 4/23/22 @ 1:06 a.m. / Suspicious Vehicle / 800 South Daytona Avenue (Wickline Park): While on proactive patrol, Officers made contact with an occupied vehicle in the parking lot. Once contact was made with the four (4) occupants, a small amount of suspected Cannabis was observed. The investigation resulted in a small amount of cannabis being seized and tagged for destruction. A Police report was completed, and the four (4) occupants of the vehicle were trespasses from Wickline Park.

Friday: Nightshift Officers conducted proactive traffic enforcement at the following location and time:

1300 block of South Central Avenue, from 8:15 p.m. to 8:45 p.m. No violations.

Saturday: Officers conducted foot patrol in Wickline Park for approximately thirty (30) minutes to increase the Police presence in the Park for the return of the Farmers Market.

Saturday: Dayshift Officers conducted proactive traffic enforcement at the following locations and times:

1800 block of North Central Avenue, from 6:51 a.m. to 7:29 a.m. No violations.

1300 block of South Central Avenue, from 6:56 a.m. to 7:25 a.m. No violations.

200 block of John Anderson Highway, from 7:32 a.m. to 8:12 a.m. One (1) traffic stop, one (1) written warning issued.

600 block of South Oceanshore Boulevard, from 7:56 a.m. to 8:11 a.m. No violations.

800 block of South Oceanshore Boulevard (crosswalk), 8:54 a.m. to 9:12 a.m. One (1) traffic stop (speeding), one (1) written warning issued.

2400 block of South Oceanshore Boulevard, from 9:13 a.m. to 9:28 a.m. No violations.

800 block of South Oceanshore Boulevard (crosswalk), from 9:55 a.m. to 10:21 a.m. One (1) traffic stop (speeding), one (1) citation issued.

1300 block of South Central Avenue, from 7:07 a.m. to 7:25 a.m. No violations.

1800 block of North Central Avenue, from 7:11 a.m. to 7:43 a.m. No violations.

400 block of John Anderson Highway, from 10:09 a.m. to 10:29 a.m. No violations.

1300 block of South Central Avenue, from 4:53 p.m. to 5:15 p.m. No violations.

Saturday: Nightshift Officers conducted proactive traffic enforcement at the following location and times:

1300 block of South Central Avenue, from 7:32 p.m. to 8:02 p.m. No violations.

Sunday: Dayshift Officers conducted proactive traffic enforcement at the following locations and times:

1300 block of South Central Avenue, from 6:39 a.m. to 7:18 a.m. No violations.

1800 block of North Central Avenue, from 6:57 a.m. to 7:28 a.m. No violations.

300 block of Moody Boulevard (crosswalk), from 1:07 p.m. to 1:41 p.m. No violations.

800 block of South Oceanshore Boulevard (crosswalk), from 2:30 p.m. to 2:42 p.m. One (1) traffic stop, one (1) verbal warning issued.

Sunday: Officers monitored Life's Beach for noise violations. The music ended before 7:00 p.m.

Sunday: Nightshift Officers conducted proactive traffic enforcement at the following locations and times:

1100 block of South Central Avenue, from 6:36 p.m. to 7:10 p.m. No violations.

2100 block of Moody Boulevard, from 9:08 p.m. to 9:32 p.m. No violations.

Monday: 4/25/22 @ 1:10 p.m. / Missing Person - Recovered / 414 Beach Village Drive (Publix): Two (2) juveniles that were reported missing from Jacksonville, Florida were located in the restrooms at Publix. The juveniles were turned over to their respective parents, and the reporting agency was notified. A Police report was completed.

Monday: Chief Doughney and Captain Blanchette attended the Breakfast Budget meeting with Mr. Whitson that was held at SunBros. Café from 8:00 a.m. to 9:00 a.m. Chief Doughney and Captain Blanchette also attended an initial Compass Hotel Construction logistics meeting at City Hall from 1:00 p.m. to 2:15 p.m.

Monday: Dayshift Officers conducted proactive traffic enforcement at the following locations and times:
800 block of South Central Avenue (crosswalk), from 7:30 a.m. to 8:00 a.m. No violations.
1800 block of North Central Avenue, from 8:20 a.m. to 8:50 a.m. No violations.
1300 block of South Central Avenue, from 8:50 a.m. to 9:20 a.m. No violations.
400 block of John Anderson Highway, from 10:10 a.m. to 11:00 a.m. Three (3) traffic stops, with three (3) written warnings.

Monday: Nightshift Officers conducted proactive traffic enforcement at the following locations and times:
1500 block of South Central Avenue, from 7:05 p.m. to 7:58 p.m. No violations.
1800 block of North Central Avenue, from 6:20 p.m. to 6:50 p.m. No violations.

Tuesday: Chief Doughney attended the Strategic Planning Retreat that was facilitated at the Tourist Development Council (TDC) Office in Palm Coast, from 8:45 a.m. to 5:00 p.m.

Tuesday: Dayshift Officers conducted proactive traffic enforcement at the following locations and times:
100 block of Roberts Road, from 7:10 a.m. to 7:40 a.m. No violations.
1300 block of South Central Avenue, from 7:45 a.m. to 8:15 a.m. No violations.
2200 block of North Oceanshore Boulevard, from 8:45 a.m. to 9:15 a.m. No violations.
400 block of John Anderson Highway, from 9:40 a.m. to 10:10 a.m. One (1) traffic stop, with one (1) written warning.
1300 block of South Oceanshore Boulevard, from 10:20 a.m. to 11:00 a.m. Four (4) traffic stops, with four (4) written warnings.
1800 block of North Central Avenue, from 1:20 p.m. to 1:50 p.m. No violations.

Tuesday: Nightshift Officers conducted proactive traffic enforcement at the following locations and times:
1300 block of South Central Avenue, from 6:26 p.m. to 6:56 p.m. No violations.
1800 block of North Central Avenue, from 6:33 p.m. to 7:03 p.m. No violations.

Wednesday: Chief's Doughney and Pace, along with a small group of citizens participated in Wellness Walk Wednesday from 8:00 a.m. to 9:00 a.m. Chief Doughney attended a multi-agency planning meeting for **this year's 4th** of July celebration, that was conducted at the Flagler County Emergency Operations Center (EOC) from 10:00 a.m. to 11:00 a.m. The next planning meeting is scheduled for May 25th at 10:00 a.m.

Wednesday: 4/27/22 @ 9:53 a.m. / Unattended Death / 2100 Block of South Oceanshore Boulevard: Officers responded in reference to the unattended death of a sixty-nine (69) year old male subject. Upon Police arrival, personnel from the Fire Department were on scene and had pronounced the male deceased. Detective Vinci and Officers conducted a lengthy investigation due to the death being unattended. The deceased was turned over to a funeral home per the Medical Examiner's Office. A Police report was completed and Detective Vinci will follow up with Staff from the Medical Examiner's Office.

Wednesday: 4/27/22 @ 7:35 p.m. / Disturbance Domestic / 200 Block of 26th Street South: Patrol Officers responded in reference to a report of two (2) subjects yelling in the street. Upon Police arrival, contact was made with both parties involved. The investigation resulted in one (1) party leaving. A Police report was completed.

Wednesday: Nightshift Officers conducted proactive traffic enforcement at the following locations and times:

1100 block of South Central Avenue, from 6:28 p.m. to 6:57 p.m. No violations.

2100 block of Moody Boulevard, from 10:53 p.m. to 11:17 p.m. No violations.

Thursday: Captain Blanchette and Chief Pace sanitized City Hall with our newly purchased Aoeroclaves. Chief Doughney attended the Community Redevelopment Area (CRA) meeting at City Hall from 4:30 p.m. to 5:30 p.m., followed by regular meeting of the City Commission from 5:30 p.m. to 10:00 p.m.

Thursday: Dayshift Officers conducted proactive traffic enforcement at the following locations and times:

1700 block of North Central Avenue, from 9:31 a.m. to 10:01 a.m. No violations.

2400 block of South Central Avenue, from 7:11 a.m. to 7:27 a.m. No violations.

Thursday: 4/28/22 @ 3:53 p.m. / Crash with Injuries / Lakeshore Drive at 26th Street South: Officers responded in reference to a single vehicle crash with injuries. The Driver of the vehicle drove at a high rate of speed, missing the turn and crashing into a palm tree. The Driver of the motor vehicle was transported to Advent Health in Palm Coast for a laceration to her forehead. A State Crash report was completed.

Thursday: 4/28/22 @ 8:29 p.m. / Disturbance - Physical Follow-up / 2600 Block of South Central Avenue: Officers responded to the above crash, and the Driver advised that her boyfriend had struck her and choked her the night before. The victim stated that she was afraid to tell Officers the previous night. Officers responded to the suspects residence and he was taken into custody for Domestic Battery Strangulation, without incident. A Police report was completed, and the subject was transported to the Flagler County Inmate Facility.

Thursday: Nightshift Officers conducted proactive traffic enforcement at the following locations and times:

1300 block of South Central Avenue, from 6:38 p.m. to 7:08 p.m. No violations.

1800 block of North Central Avenue, from 8:02 p.m. to 8:13 p.m. No violations.

Sea Dune Parking: Officers monitored sea dune parking during the week, and they issued one (1) warning and four (4) City parking citations.



City of Flagler Beach

P.O. Box 70 • 105 South 2nd Street
Flagler Beach, Florida 32126

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

MEMORANDUM

From: William R. Whitson, City Manager

To: Mayor & City Commission

Subject: Line of Site Safety concerns- 2700 South Ocean Shore Blvd.

Date: May 11, 2022

I am writing to follow-up on questions from the City Commission on a fence that was recently installed near 27th St. South and A1A.

Attached you will find a copy of a fence permit request from the owner of 2700 South Ocean Shore Blvd. The subject permit was issued, but is still pending final action in our permit tracking system. In addition, I have also provided you with some photos of the site.

Background:

As you know, the owner has been asking questions regarding parking on the public Rights-of-Way (ROW) near his home. He personally appeared a few weeks ago when the ROW Ordinance was adopted. Not only was a fence installed, but, sea grapes have also been planted along the fence line.

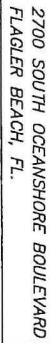
Staff has looked at this issue due to several Commission inquiries, citizen complaints and because we have some line of site questions/concerns that we would like to resolve regarding this location.

Issue #1) Since the fence permit has not been made final, we believe staff would be able to approach the owner and work on site adjustments to improve the safety concerns created at this location.

Issue #2) If the owner decides not to adjust the fence voluntarily to alleviate the City's safety concerns, what options could be considered. Note: We will consult with the City Attorney should this occur.

Issue #3) Are the sea grapes planted along the fence line on the owners property or the City ROW. We would need a survey to determine this issue.

In closing, I am recommending that we work cooperatively with the property owner to proactively address the issues identified here. I believe good old fashion courtesy and open dialog is the best way to resolve this matter. Our desire is to work with all concerned to address the issues that are within our scope to influence and resolve respectfully. Should you have any additional comments/concerns, please let me know.



LONG
SURVEYING,
INC.

Long Surveying, Inc.

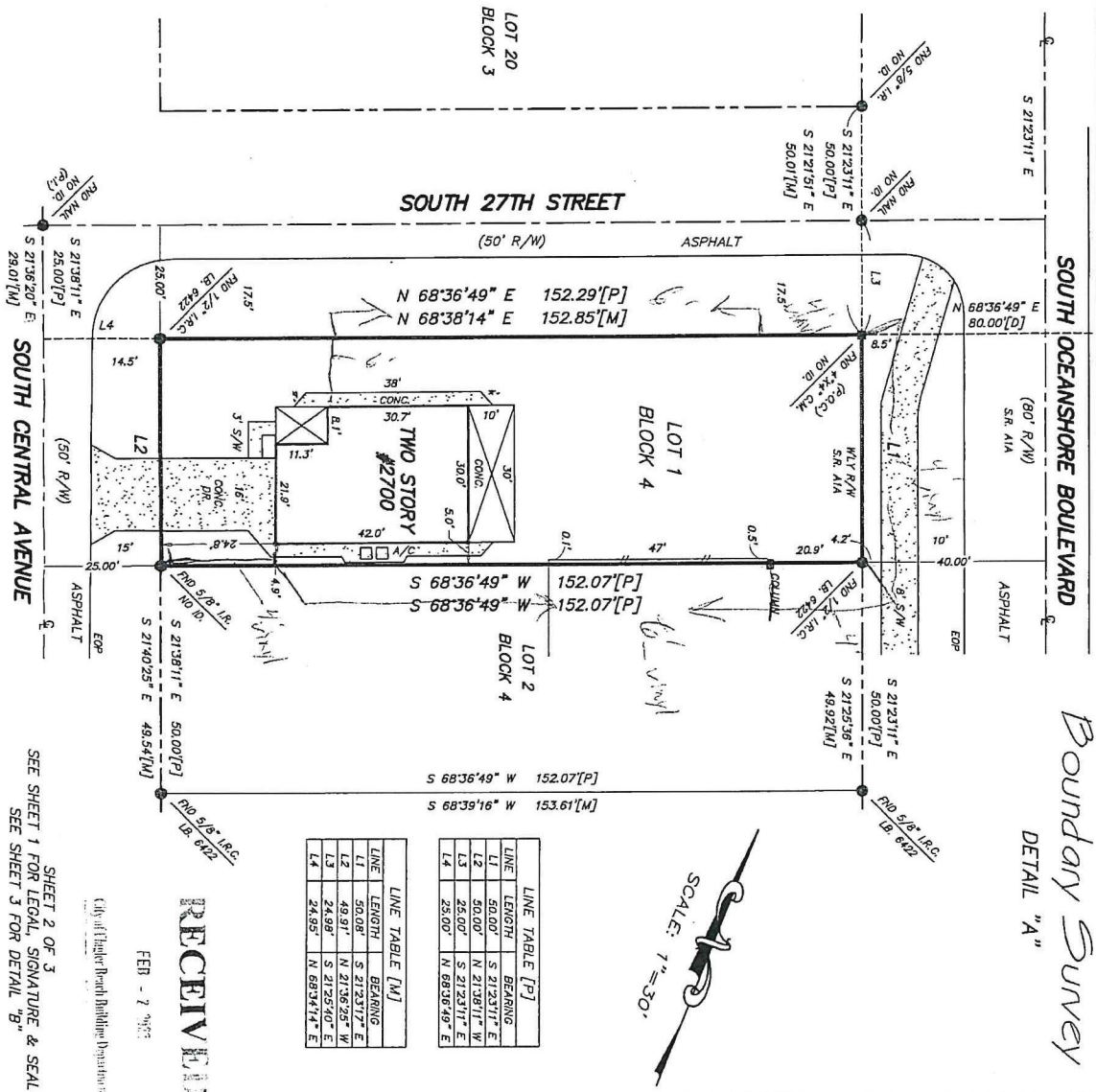
1061 S. Sun Dr. Ste. #1113
Lake Mary, FL 32746
Office 407-330-9717 or 407-330-9716
Fax 407-330-9775
www.longsunveylng.com

DRAWN BY: KZR GG
CHECKED BY: BRETT

CERTIFIED TO:
GREG MCKINLEY

COMMUNITY NO.: 120087
PANEL: 0253 SUFFIX: E
FLOOD ZONE: F.I.R.M. DATE: 06/06/18
X

SURVEY NO. 121743 **FIELD DATE:** 12/28/21



SHEET 2 OF 3
SEE SHEET 1 FOR LEGAL, SIGNATURE & SEAL
SEE SHEET 3 FOR DETAIL "B"

City of Taylor Beach Building Department

FEB - 2 1966

SECRET

Certification: I certify that this survey was made under my direction and that it meets the minimum technical standards set forth by the Board of Professional Land Surveyors and Mappers in Chapter 55-17.002, Florida Administrative Code, pursuant to Section 472.021, Florida Statutes.

6) Not valid without a signature and the authenticated electronic seal or the original raised seal of a Florida licensed Surveyor and Mapper

OFFICE #407-330-9717

LOUIS RAMIREZ L.S. NO. 6304

BEARINGS SHOWN HEREON ARE BASED UPON
THE CENTERLINE OF DUMAINE AVENUE BEING
S 89°41'53" W PER PLAT

P.A.M.	PERMANENT RESERVE ASSOCIATION
K.W.L.	KAYE-WALKER COMPANY MAIL
R.T.	POINT OF TANGENT
P.	POUND POINT
R.M.	RIGHT OF WAY
S/M	SIDEWALK
U.S.	UTILITY ESSENTIAL
M.F.S.	WOOD FRAME STRUCTURE
—	—
—	—
—	—
—	—
—	—
X	RIGHT-OF-WAY LINE
//	CENTERLINE
—	BARB WIRE FENCE
—	WOOD FENCE
X	CHAIN LINK FENCE
—	PLASTIC FENCE
/	/
/	/

P.O.B. — POINT OF BEGINNING
P.O.C. — POINT OF COMMENCEMENT
P.O.L. — POINT ON LINE
P.R.C. — POINT OF REVERSE CURVE

P.C. - POINT OF CURVATURE
P.C.C. - POINT OF COMPOUND CURVATURE
P.C.P. - PERMANENT CONTROL POINT
P.L. - PROPERTY LINE

M.E. - MAINTENANCE EASEMENT
N&D - NAIL AND DISK
P - PLAT
P.E. - PEDESTRIAN EASEMENT

L.B. - LAND SURVEYING BUSINESS
L.S. - LAND SURVEYOR
L.E. - LANDSCAPE EASEMENT
M - MEASURED

I.P. - IRON PIPE
I.R. - IRON ROD
I.R.C. - IRON ROD & CAP
L - ARC LENGTH

F.C.C. - FOUND CROSS CUT
F.F.E. - FINISHED FLOOR ELEVATION
FND - FOUND
ID. - IDENTIFICATION

- CONCRETE
- CONG.
- DEED
- DRAINAGE EASEMENT
- D.E.
- E.D.P.
- EDGE OF PAVEMENT

BLK - BLOCK
C.B. - CONCRETE BLOCK
C.B.S. - CONCRETE BLOCK STRUCTURE
C.M. - CONCRETE MONUMENT

A/C - AIR CONDITIONER
A/E - ALLEY EASEMENT
B/C - BLOCK CORNER

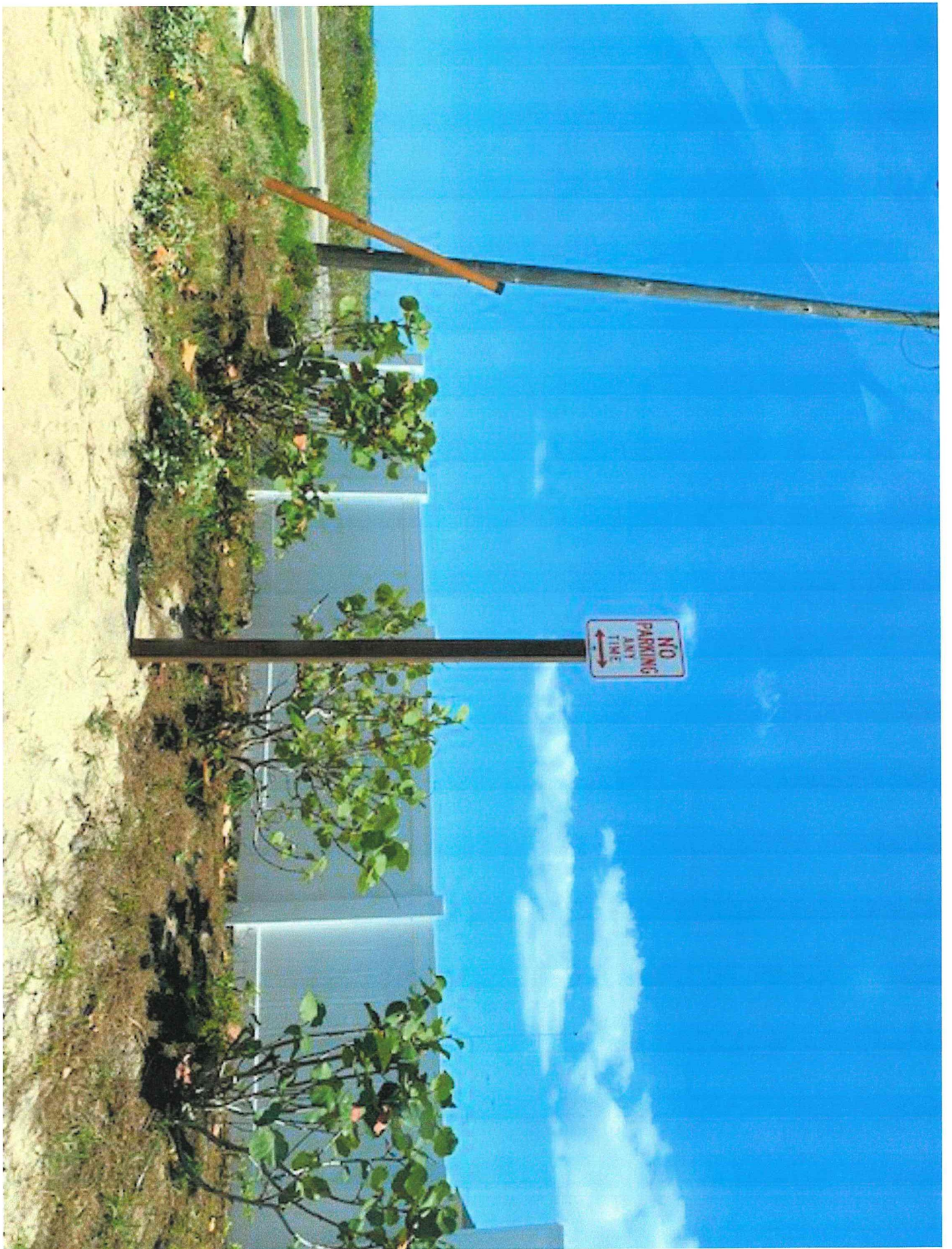






Figure 1



Figure 2



Figure 3