

REGULAR MEETING OF THE FLAGLER BEACH CITY COMMISSION THURSDAY, AUGUST 11, 2016 AT 5:30 P.M. AND TO BE CONTINUED UNTIL ITEMS ARE COMPLETE. CITY COMMISSION CHAMBERS, 105 S. SECOND STREET, FLAGLER BEACH, FLORIDA 32136

AGENDA

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

CONSENT AGENDA

6. Approve 1 year contract with United Healthcare. –Staff Assigned Liz Mathis.
7. Approve Quentin L. Hampton Associates' Work Assignment for Agreement for Continuing Engineering Consulting Services for Ocean Palm Subdivision Stormwater Improvements in the amount of \$112,430. –Staff assigned Kay McNeely.

GENERAL BUSINESS

8. Consider a request to open a taxi company. –Applicant Ricardo Da Silva.
9. Discussion regarding 2016 City Manager Evaluations. – Staff Assigned Liz Mathis.
10. Resolution 2016-34, a Resolution by the City Commission of the City of Flagler Beach, Florida, amending Resolution 2015-24 which adopted the FY 15/16 budget, to reflect a budget amendment for various city activities; providing for conflict, providing an effective date hereof. – Staff Assigned Kathleen Doyle.
11. Resolution 2016-35, a Resolution by the City Commission of the City of Flagler Beach, Florida, adopting a personnel policy change; providing for conflict and an effective date hereof. –Staff Assigned Liz Mathis.

COMMISSION COMMENTS

12. Commission comments, including reports from meetings attended.

PUBLIC HEARINGS

13. Application: SPEX# 16-07-01: Consider a request for a Special Exception Use to construct a drive-thru financial institution in the Highway Commercial Zoning District. The property in question is identified as 2410 Moody Blvd. aka Beach Village at Flagler Beach Lot 4; Parcel ID # 11-12-31-0385-00000-0040. – Staff assigned Larry Torino.
14. Application: SP# 16-07-01: A request for Final Site Plan Approval has been received for the construction of a drive-thru financial institution in the Highway Commercial Zoning District. The property in question is identified as 2410 State Road 100 aka Beach Village at Flagler Beach Lot 4; Parcel ID # 11-12-31-0385-00000-0040. –Staff assigned Larry Torino.
15. Ordinance 2016-04, An Ordinance of the City of Flagler Beach, Florida, authorizing and approving a lease agreement for Flagler Beach Montessori School located at 800 South Daytona Avenue and providing for an effective date. Second Reading. – Staff Assigned Attorney Smith.

STAFF REPORTS

16. Staff Reports.
17. 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.



FLAGLER BEACH CITY COMMISSION

Item # 6

Meeting Date: 8/11/2016

Issue: Approve 1 year contract with United Healthcare

From: Liz Mathis, Human Resource Officer

Organization: City of Flagler Beach

RECOMMENDATION: Approve the one year agreement for Health Insurance with United Healthcare and approve Mayor to sign any necessary documents.

Recommendation Concerning

BACKGROUND: This year the City along with Brown and Brown negotiated a renewal with United Healthcare with 5% increase over last year's rates.

BUDGETARY IMPACT: This 5% increase combined with last year's 3.7% decrease puts the City in a good financial position with ever increasing healthcare costs.

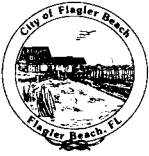
LEGAL CONSIDERATIONS/SIGN-OFF:

PERSONNEL:

POLICY/REQUIREMENT FOR BOARD ACTION:

IMPLEMENTATION/COORDINATION:

Attachments



FLAGLER BEACH CITY COMMISSION

Item No. 7

Meeting Date: August 11, 2016

Issue: Approve Quentin L. Hampton Associates' Work Assignment for Agreement for Continuing Engineering Consulting Services for Ocean Palm Subdivision Stormwater Improvements in the amount of \$112,430.

From: Kay McNeely, Public Works Department

Organization: City Staff

RECOMMENDATION: Approve Quentin L. Hampton Associates' Work Assignment for Agreement for Continuing Engineering Consulting Services for Ocean Palm Subdivision Stormwater Improvements in the amount of \$112,430.

BACKGROUND: Ocean Palm subdivision has been a priority stormwater mitigation project in the City's Stormwater Master Plan (HAI, 2002) and Stormwater Master Plan Update QLHA, 2009). Now that the City owns the golf course it surrounds, there is flexibility to incorporate the course and the surrounding streets into a comprehensive design.

BUDGETARY IMPACT: Two sources of funding specific to this project have been procured.

- 1) Through the Florida Senate Local Funding Initiative, an FDEP grant of \$200,000 can be used for design, bidding and construction. This is a "cost reimbursement" grant, meaning the City must pay expenses upfront, provide documentation of fees paid, and expect to receive 100% reimbursement.
- 2) A St. Johns River Water Management District cost-share grant of \$675,000 can be used for construction only. The grant is 77/23%. The City must make all payments upfront, provide documentation of fees paid, and expect a reimbursement of \$519,750 (City share is \$155,250). Note that it is possible total project cost could exceed \$875,000. This will not be known until the bidding phase is complete, and if any Change Orders are necessary during construction.

LEGAL CONSIDERATIONS/SIGN-OFF: NA

PERSONNEL: One City employee serving as Grant Manager.

POLICY/REQUIREMENT FOR BOARD ACTION: Approve the QLHA Work Assignment for \$112,430 for design and permitting, bidding assistance, construction contract administration, and on-site CEI.

IMPLEMENTATION/COORDINATION: City is responsible for reviewing permits and payments and for submittal of these documents to FDEP and SJRWMD because City staff applied for and was awarded the grants.

Attachments

QLHA Work Assignment for Ocean Palm Subdivision SW Project
To be signed by City Manager and City Attorney

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

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

Project Title: Ocean Palm Subdivision Stormwater Improvements

Background:

The Ocean Palm Subdivision area of the City has been subject to localized flooding. Little to no formal stormwater management facilities exist in the area. The area was studied with the 2002 Stormwater Master Plan by HAI, Inc. and again with the 2009 Stormwater Master Plan Update by QLH. Recommended improvements had not been pursued by the CITY due to funding and land acquisition.

At this time, the CITY desires to complete the design and permitting of the project. Partial funding has been obtained and additional funding is being sought by the CITY.

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

Not To Exceed Maximum Fee: The total fee of \$112,430 shall not be exceeded unless authorized by the CITY.

Description of Services: QLH shall provide the following services:

Design: Engineering services during design will include the following:

Survey: QLH will utilize a survey sub-consultant to supplement the mapping that was completed during the Master Plan Update effort. The supplementary work is required to provide finite information that is required for final design and permitting. An allowance is included for this effort.

Geotechnical Investigation: QLH will utilize a geotechnical engineering sub-consultant to investigate the existing soils and groundwater conditions and make recommendations for design. An allowance for this effort is included.

Design: QLH will provide final design for the improvements proposed in the Master Plan and Master Plan Update as approved by the CITY. Deliverables include: 60%, 90% and final design documents.

Permitting: QLH will prepare an Environmental Resource Permit (ERP) application and submit such to St. Johns River Water Management District (SJRWMD) for permitting with SJRWMD, Florida Department of Environmental Protection (FDEP), Army Corps of Engineers (ACOE), and the Fish and Wildlife Commission (FWC). A permit fee allowance has been included. QLH will respond to reasonable Requests for Additional Information (RAI's) from these agencies. No Threatened and Endangered (T&E) species are expected and; therefore, no biological consulting is included.

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

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

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

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

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

- Attend pre-construction conference
- Assist Engineer with shop drawing review
- Observe Contractor's construction activities
- Document construction activity via daily reports/logs
- Address citizen complaints
- Review Contractor's soil and erosion control efforts
- Review Contractor's locating efforts of existing utilities
- Coordinate responses to Contractor's Requests For Information (RFIs)
- Coordinate Engineer's field directives
- Coordinate material and field tests
- Review Contractor's monthly pay requests/quantities
- Prepare supplemental as-built sketches
- Review Contractor's as-built surveys

The estimated construction time frame is four (4) months.

Exclusions: This Work Assignment does not include any work not specifically described above including ecological permitting, title searches, easement acquisition, golf course design and irrigation design. CITY is aware that a portion of the existing golf course ponds exist on lands not owned by CITY and these property owners may need to be co-applicants to the required permits. CITY is responsible for negotiations with such property owners.

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

Survey Allowance	\$9,000
Geotechnical Allowance	\$5,000
Design and Permitting	\$37,850
Permit Fee Allowance	\$2,000
Bidding Assistance	\$1,800
Construction Contract Administration	\$21,660
Construction Project Representation (QLH) (assuming 4 months actual construction @ 22 days/month, 6 hours/day, \$65/hour	\$34,320
Printing Allowance	\$800
Total	\$112,430

This total represents 13% of the estimated construction cost of \$875,000.

All fees to be billed on a lump sum basis except for "allowances" which will be billed at actual cost or hours expended.

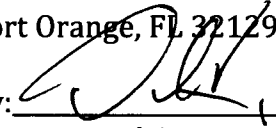
If Florida Sales Tax becomes due on professional services, the CITY shall reimburse QLH for the additional sales tax cost.

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

QLH Project Manager: David A. King, P.E.

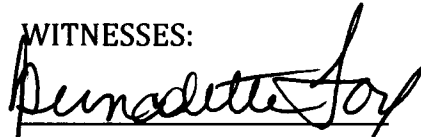

CITY Project Manager: Robert Smith

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

By: 
David A. King, P.E.

Title: Vice President

WITNESSES:

RECOMMENDED BY: _____
Larry Newsom, City of Flagler Beach, City Manager

APPROVED AS TO FORMAT AND CORRECTNESS BY: _____
Drew Smith,
City of Flagler Beach Attorney

APPROVED, this _____ day of _____, 2016

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

Penny Overstreet, City of Flagler Beach Clerk

Mayor



FLAGLER BEACH CITY COMMISSION

City Manager's Report

Item No. 8

Meeting Date: August 11, 2016

Issue: Consider a request to open a taxi company.

From: Applicant, Ricardo Da Silva

Summary Provided by: Jeanelle Pagano, Deputy City Clerk

Organization: COFB

RECOMMENDATION:

BACKGROUND:

Applicant Ricardo Da Silva wishes to expand business at Flagler County Diagnostic Center Inc., located at 212 S 5th Street, to include a taxi service.

BUDGETARY IMPACT:

LEGAL CONSIDERATIONS/SIGN-OFF:

PERSONNEL:

POLICY/REQUIREMENT FOR BOARD ACTION:

IMPLEMENTATION/COORDINATION:

Attachments

Agenda Application
Copy of Driver's Licenses
Title and Registration of vehicles
List of 3 character witnesses
State of Florida Registration
City of Flagler Beach, Code of Ordinance, Chapter 21, Vehicles for Hire

City of Flagler Beach

Agenda Application

INDIVIDUAL'S NAME: RICARDO DA SILVA

BUSINESS NAME: ATLANTIC TRANSPORTATION
(If Applicable)

STREET ADDRESS: 212 S 5TH STREET FLAGLER BEACH 32136
(If within City of Flagler Beach)

MAILING ADDRESS: SAME
(Please provide City & Zip Code)

PHONE NUMBER: 475 206 9261

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

TALK ABOUT OPEN A TAXI COMPANY

BACKGROUND INFORMATION REGARDING THE SUBJECT:

Well established business in Flagler Beach
wishing to expand to include taxi service.

(OVER)

City of Flagler Beach

Agenda Application Continued

REQUESTED ACTION SOUGHT FROM THE COMMISSION:

To APPROVE My BUSINESS APPLICATION

ATTACHMENTS: DL of Drivers, Titles & Registrations of
vehicles for hire, 3 character witness, DBA, CORP, FEIN #

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

The maximum time allowed for each request is 10 minutes.

PICARDO DA SILVA
SIGNATURE OF APPLICANT

8/1/16
DATE

Chapter 21 - VEHICLES FOR HIRE

FOOTNOTE(S):

--- (1) ---

State Law reference— Chauffeur's license, F.S. § 322.14; insurance of motor vehicles under the state financial responsibility law, F.S. Ch. 324.

Sec. 21-1. - Application to do business.

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

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

(Ord. No. 70-7, § 1, 6-11-70)

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

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

(Ord. No. 70-7, § 2, 6-11-70)

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

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

(Ord. No. 70-7, § 3, 6-11-70)

Sec. 21-4. - Cab stands.

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

(Ord. No. 70-7, § 4, 6-11-70)

Cross reference— Parking, stopping and standing, § 19-21 et seq.

Sec. 21-5. - Fee.

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

(Ord. No. 70-7, § 5, 6-11-70)

Sec. 21-6. - Safety check.

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

(Ord. No. 70-7, § 6, 6-11-70)

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

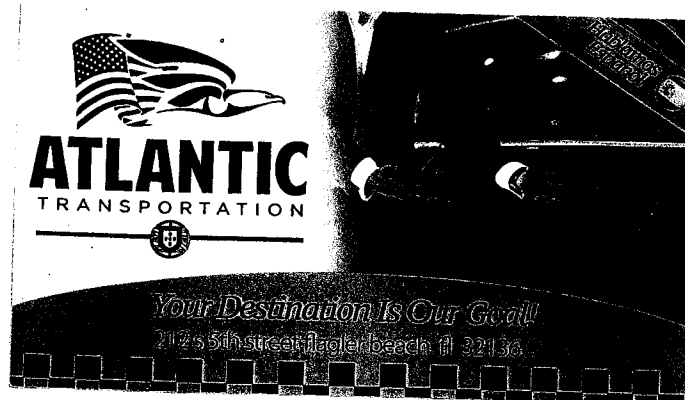
The city commission shall have the right, on and after the issuance of any license hereunder, to revoke or suspend the same upon good cause shown after notice to the licensee and a hearing at any duly scheduled or called meeting of the city commission, at which hearing the licensee may appear in person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

(Ord. No. 70-7, § 7, 6-11-70)

Sec. 21-8. - Future rules.

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

(Ord. No. 70-7, § 8, 6-11-70)



ATLANTIC
TRANSPORTATION

Your Destination Is Our Goal!
2175 5th Street Flagler Beach FL 32136



ATLANTIC
TRANSPORTATION

@Atlantictransportation Atlantic transportation
Atlantictransp@gmail.com

386.693.4932

A list of three character witness of the applicant:

Fatima Da Costa

13 BARRISTER LN PALM COAST 32137

CEL. 386.237.7727

Friend

Viktor Dussenko

206 BELLE AIR DR PALM COAST 32137

CEL. 386.569.5552

Friend

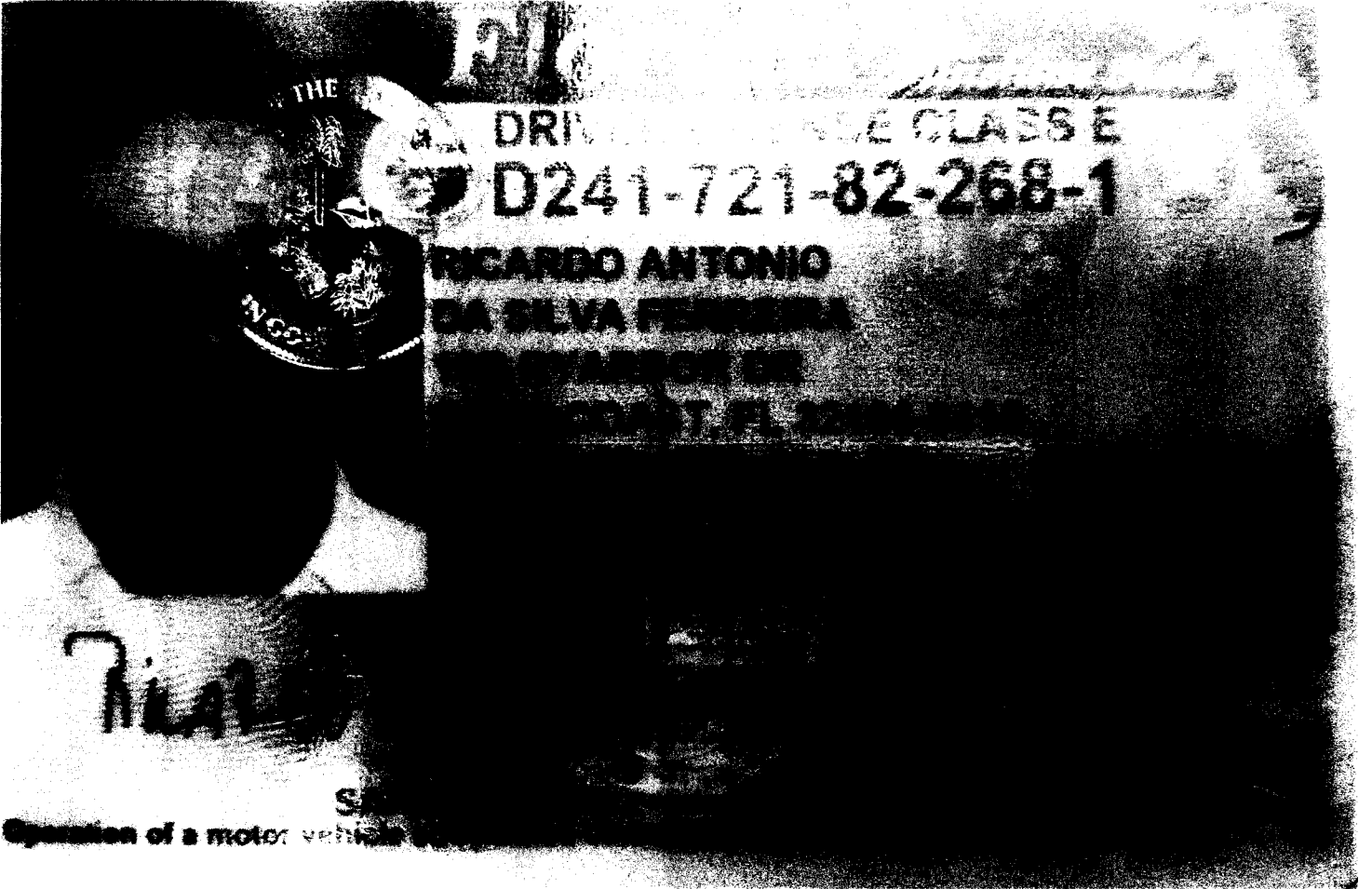
James t. Yarsley JR.

1076 KILKENNY LN ORMOND BEACH FL 32174

386.503.1716

Friend





DRIVER'S LICENSE CLASS E

D241-721-82-268-1

RICARDO ANTONIO

DA SILVA FERREIRA

RESIDENT OF

PORTO RICO

Operation of a motor vehicle

CNTY# AGY# SUB# RPT#

61 1 DLM 4421

AUDIT #



STATE OF FLORIDA
APPLICATION FOR VEHICLE/VESSEL
CERTIFICATE OF TITLE

LB 1669299
TS 917959132
BS 1016719
SS 49288581

Form with fields: TITLE NUMBER, VEHICLE/VESSEL IDENTIFICATION #, YR. MAKE, MAKE or MANUFACTURER, BODY TYPE, VEHICLE COLOR, WTL/LENGTH, GWW/LOC, DATE OF ISSUE, TRANS CODE, VEHICLE USE, HULL MATERIAL, PROPULSION, FUEL, VESSEL TYPE, WATER, FL NUMBER, AUTH DESTRUCTION

Applicant/Owner's Name & Address
RICARDO ANTONIO DA SILVA FERREIRA
19B RYARBOR DR
PALM COAST, FL 32164-3416

BIRTHDATE SEX MO. DAY YEAR Y N ALIEN CNTY RES #
M 07 28 82 X 61
1st OWNER FL/DL# OR FE.I.D.# 2nd OWNER FL/DL# OR UNIT #
D241721822681

VOLUNTARY CONTRIBUTIONS

Table with columns: AGENCY FEE, TITLE FEE, SALES TAX, GRAND TOTAL. Values: 4.75, 73.50, 0.00, 78.25

Action Requested: TRANSFER TITLE

Brands:

Form with fields: PREV. STATE, DATE ACQUIRED, NEW, USED, ODOMETER / VESSEL MANUFACTURER, ODOMETER DECLARATION CERTIFICATION

Form with fields: LIEN INFORMATION, NAME OF FIRST LIENHOLDER, ADDRESS, SALVAGE TYPE, DMV ACCOUNT #

SELLER INFORMATION

NAME OF SELLER, FLORIDA DEALER, OR OTHER PREVIOUS OWNER
ELKS AUTO INC

ADDRESS
2151 DOBBS RD UNIT 4
STAUGUSTINE, FL 32086

DEALER LICENSE NO
V110141971

CONSUMER OR SALES TAX EXEMPTION #

SALES TAX AND USE REPORT

TRANSFER OF TITLE IS EXEMPT FROM FLORIDA SALES OR USE TAX FOR THE REASON(S) CHECKED
PURCHASER HOLDS VALID EXEMPTION CERTIFICATE
VEHICLE / VESSEL WILL BE USED EXCLUSIVELY FOR RENTAL
OTHER

INDICATE TOTAL PURCHASE PRICE, INCLUDING ANY UNPAID BALANCE DUE SELLER, BANK OR OTHERS \$

INDICATE SALES OR USE TAX DUE AS PROVIDED BY CHAPTER 212, FLORIDA STATUTES \$ 0.00

SELLING PRICE VERIFIED

APPLICANT CERTIFICATION

I/WE HEREBY CERTIFY THAT THE VEHICLE/VESSEL TO BE TITLED WILL NOT BE OPERATED UPON THE PUBLIC HIGHWAYS/WATERWAYS OF THIS STATE.

I CERTIFY THAT THE CERTIFICATE OF TITLE IS LOST OR DESTROYED.

I CERTIFY THAT THIS MOTOR VEHICLE/VESSEL WAS REPOSSESSED UPON DEFAULT OF THE LIEN INSTRUMENT AND IS NOW IN MY POSSESSION.

I/WE HEREBY CERTIFY THAT I/WE LAWFULLY OWN THE ABOVE DESCRIBED VEHICLE/VESSEL, AND MAKE APPLICATION FOR TITLE. IF LIEN IS BEING RECORDED NOTICE IS HEREBY GIVEN THAT THERE IS AN EXISTING WRITTEN LIEN INSTRUMENT INVOLVING THE VEHICLE/VESSEL DESCRIBED ABOVE AND HELD BY LIENHOLDER SHOWN ABOVE. I/WE FURTHER AGREE TO DEFEND THE TITLE AGAINST ALL CLAIMS.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

Signature of Applicant/Owner

Signature of Applicant/Co-Owner

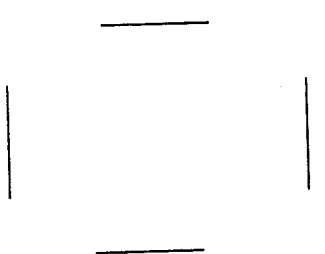
HSMV 82041 REVISED 02/06

SCAN CODE MVT

I UNDERSTAND THAT MY DRIVER LICENSE AND REGISTRATIONS WILL BE SUSPENDED IMMEDIATELY IF THE INSURER DENIES THE INSURANCE INFORMATION SUBMITTED FOR THIS REGISTRATION.

INSTRUCTIONS FOR ATTACHING DECAL

1. Clean area where new annual decal is to be affixed.
2. Peel decal from this document.
3. Affix decal in the upper right corner of license plate.



IMPORTANT INFORMATION

Section 316.613, Florida Statutes, requires every operator of a motor vehicle transporting a child in a passenger car, van or pickup truck registered in this state and operated on the highways of this state, shall, if the child is 5 years of age or younger, provide the protection of the child by properly using a crash-tested, federally approved child restraint device. For children aged through 3 years, such restraint device must be a separate carrier or a vehicle manufacturer's integrated child seat. For children aged 4 through 5 years, a separate carrier, an integrated child seat, or a child booster seat may be used. For limited exceptions, see s. 316.613, F.S.

S. 320.0605, F.S., requires the registration certificate, or true copy of a rental or lease agreement, issued for any motor vehicle to be in the possession of the operator or carried in the vehicle while the vehicle is being used or operated on roads of this state.

S. 320.02 and 627.733, F.S., requires personal injury protection and property damage liability to be continuously maintained throughout the registration period. Failure to maintain the mandatory coverage may result in the suspension of your driver license and registration.

Mail To:
RICARDO ANTONIO DA SILVA FERREIRA
19B RYARBOR DR
PALM COAST, FL 32164-3416

Important note: If you cancel the insurance for this vehicle, immediately return the license plate from this registration to a Florida driver license or tax collector office or mail it to: DHSMV, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

CO/AGY 61 / 1 T# 917959302
 B# 1016719

FLORIDA VEHICLE REGISTRATION

PLATE	Y30PNE	DECAL	11455735	Expires	Midnight Fri 7/28/2017				
YR/MK	2005/BUIC	BODY	VN	COLOR	GLD	Reg. Tax	71.10	Class Code	1
VIN	5GADV33L35D220681	NET WT	4269	TITLE	92895362	Init. Reg.	225.00	Tax Months	12
Plate Type	RGR					County Fee	3.00	Back Tax Mos	
						Mail Fee		Credit Class	
						Sales Tax		Credit Months	
DL/FEID	D241721822681					Voluntary Fees			
Date Issued	7/27/2016	Plate Issued	7/27/2016			Grand Total	299.10		

RICARDO ANTONIO DA SILVA FERREIRA
19B RYARBOR DR
PALM COAST, FL 32164-3416

IMPORTANT INFORMATION

1. The Florida license plate must remain with the registrant upon sale of vehicle.
2. The registration must be delivered to a Tax Collector or Tag Agent for transfer to a replacement vehicle.
3. Your registration must be updated to your new address within 30 days of moving.
4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.
5. I understand that my driver license and registrations will be suspended immediately if the insurer denies the insurance information submitted for this registration.

RGR - FLORIDA REGULAR PLATE ISSUED X

61 1 DLM 4421

AUDIT#



STATE OF FLORIDA
APPLICATION FOR VEHICLE/VESSEL
CERTIFICATE OF TITLE

L# 1669285
T# 917958023
B# 1016719
S# 49288234

TITLE NUMBER 112568503
VEHICLE/VESSEL IDENTIFICATION # 2C3KA43R26H216321
YR. MAKE 2006
MAKE or MANUFACTURER CHRY
BODY TYPE 4D
VEHICLE COLOR GRY
WTL/LENGTH 3712
DATE OF ISSUE MO. DAY YEAR 07 27 16
TRANS CODE TRT
VEHICLE USE PRIVATE
HULL MATERIAL
PROPULSION
FUEL
VESSEL TYPE
WATER
FL NUMBER
AUTH DESTRUCTION

Applicant/Owner's Name & Address
RICARDO ANTONIO DA SILVA FERREIRA
19B RYARBOR DR
PALM COAST, FL 32164-3416

BIRTHDATE SEX MO. DAY YEAR Y N ALIEN CNTY RES.#
M 07 28 82 X 61
1st OWNER FL/DL# OR FE.I.D.#
2nd OWNER FL/DL# OR UNIT#

D241721822681

VOLUNTARY CONTRIBUTIONS

AGENCY FEE TITLE FEE SALES TAX GRAND TOTAL
4.75 73.50 0.00 78.25

Action Requested: TRANSFER TITLE

Brands:

PREV. STATE DATE ACQUIRED NEW USED ODOMETER / VESSEL MANUFACTURER ODOMETER DECLARATION CERTIFICATION
FL 07/24/2016 XX 131,049 MILES 07/24/2016 ACTUAL

LIEN INFORMATION DATE OF LIEN RECEIVED DATE FEID # OR FL / DL AND SEX AND DATE OF BIRTH DMV ACCOUNT #

NAME OF FIRST LIENHOLDER:

ADDRESS

SALVAGE TYPE

SELLER INFORMATION

NAME OF SELLER, FLORIDA DEALER, OR OTHER PREVIOUS OWNER
ELKS AUTO INC

ADDRESS
2151 DOBBS RD UNIT 4
ST AUGUSTINE, FL 32086

DEALER LICENSE NO.
VI10141971

CONSUMER OR SALES TAX EXEMPTION #

SALES TAX AND USE REPORT

TRANSFER OF TITLE [] PURCHASER HOLDS VALID
IS EXEMPT FROM [] EXEMPTION CERTIFICATE
FLORIDA SALES OR [] VEHICLE / VESSEL WILL BE
USE TAX FOR THE [] USED EXCLUSIVELY FOR RENTAL
REASON(S) CHECKED [] OTHER

INDICATE TOTAL PURCHASE PRICE, INCLUDING ANY UNPAID BALANCE DUE SELLER, BANK OR OTHERS \$
INDICATE SALES OR USE TAX DUE AS PROVIDED BY CHAPTER 212, FLORIDA STATUTES \$ 0.00
[] SELLING PRICE VERIFIED

APPLICANT CERTIFICATION

I/WE HEREBY CERTIFY THAT THE VEHICLE/VESSEL TO BE TITLED WILL NOT BE OPERATED UPON THE PUBLIC HIGHWAYS/WATERWAYS OF THIS STATE.

[] I CERTIFY THAT THE CERTIFICATE OF TITLE IS LOST OR DESTROYED.

[] I CERTIFY THAT THIS MOTOR VEHICLE/VESSEL WAS REPOSSESSED UPON DEFAULT OF THE LIEN INSTRUMENT AND IS NOW IN MY POSSESSION.

I/WE HEREBY CERTIFY THAT I/WE LAWFULLY OWN THE ABOVE DESCRIBED VEHICLE/VESSEL, AND MAKE APPLICATION FOR TITLE. IF LIEN IS BEING RECORDED NOTICE IS HEREBY GIVEN THAT THERE IS AN EXISTING WRITTEN LIEN INSTRUMENT INVOLVING THE VEHICLE/VESSEL DESCRIBED ABOVE AND HELD BY LIENHOLDER SHOWN ABOVE. I/WE FURTHER AGREE TO DEFEND THE TITLE AGAINST ALL CLAIMS.

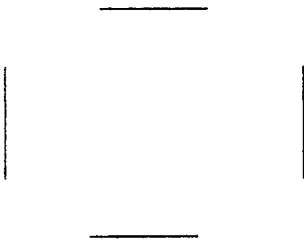
UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

Signature of Applicant/Owner

Signature of Applicant/Co-Owner

INSTRUCTIONS FOR ATTACHING DECAL

1. Clean area where new annual decal is to be affixed.
2. Peel decal from this document.
3. Affix decal in the upper right corner of license plate.



IMPORTANT INFORMATION

Section 316.613, Florida Statutes, requires every operator of a motor vehicle transporting a child in a passenger car, van or pickup truck registered in this state and operated on the highways of this state, shall, if the child is 5 years of age or younger, provide the protection of the child by properly using a crash-tested, federally approved child restraint device. For children aged through 3 years, such restraint device must be a separate carrier or a vehicle manufacturer's integrated child seat. For children aged 4 through 5 years, a separate carrier, an integrated child seat, or a child booster seat may be used. For limited exceptions, see s. 316.613, F.S.

S. 320.0605, F.S., requires the registration certificate, or true copy of a rental or lease agreement, issued for any motor vehicle to be in the possession of the operator or carried in the vehicle while the vehicle is being used or operated on roads of this state.

S. 320.02 and 627.733, F.S., requires personal injury protection and property damage liability to be continuously maintained throughout the registration period. Failure to maintain the mandatory coverage may result in the suspension of your driver license and registration.

Mail To:
RICARDO ANTONIO DA SILVA FERREIRA
19B RYARBOR DR
PALM COAST, FL 32164-3416

Important note: If you cancel the insurance for this vehicle, immediately return the license plate from this registration to a Florida driver license or tax collector office or mail it to: DHSMV, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

CO/AGY 61 / 1 T# 917958397
 B# 1016719

FLORIDA VEHICLE REGISTRATION

PLATE	Y29PNE	DECAL	11455426	Expires	Midnight Fri 7/28/2017				
YR/MK	2006/CHRY	BODY	4D	COLOR	GRY	Reg. Tax	71.10	Class Code	1
VIN	2C3KA43R26H216321	NET WT	3712	TITLE	112568503	Init. Reg.	225.00	Tax Months	12
Plate Type	RGR					County Fee	3.00	Back Tax Mos	
						Mail Fee		Credit Class	
DL/FEID	D241721822681					Sales Tax		Credit Months	
Date Issued	7/27/2016	Plate Issued	7/27/2016			Voluntary Fees			
						Grand Total	299.10		

RICARDO ANTONIO DA SILVA FERREIRA
19B RYARBOR DR
PALM COAST, FL 32164-3416

IMPORTANT INFORMATION

1. The Florida license plate must remain with the registrant upon sale of vehicle.
2. The registration must be delivered to a Tax Collector or Tag Agent for transfer to a replacement vehicle.
3. Your registration must be updated to your new address within 30 days of moving.
4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.
5. I understand that my driver license and registrations will be suspended immediately if the insurer denies the insurance information submitted for this registration.

RGR - FLORIDA REGULAR PLATE ISSUED X

State of Florida

Department of State

I certify from the records of this office that ATLANTIC TRANSPORTATION is a Fictitious Name registered with the Department of State on June 27, 2016.

The Registration Number of this Fictitious Name is G16000063538.

I further certify that said Fictitious Name Registration is active.

I further certify that this office began filing Fictitious Name Registrations on January 1, 1991, pursuant to Section 865.09, Florida Statutes.

Given under my hand and the Great Seal of Florida, at Tallahassee, the Capital, this the Twenty Ninth day of June, 2016

Ken DeFuria

Secretary of State



Authentication ID: 000287377730-062916-G16000063538

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

<https://efile.sunbiz.org/certauthver.html>

Certificate of Status

I certify from the records of this office that LUSO AMERICAN CORP is a corporation organized under the laws of the State of Florida, filed electronically on June 15, 2016, effective June 15, 2016.

The document number of this corporation is P16000052207.

I further certify that said corporation has paid all fees due this office through December 31, 2016, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code noted below.

Authentication Code: 160620081407-600286893416#1

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Twentieth day of June, 2016

**Electronic Articles of Incorporation
For**

P16000052207
FILED
June 15, 2016
Sec. Of State
vherring

LUSO AMERICAN CORP

The undersigned incorporator, for the purpose of forming a Florida profit corporation, hereby adopts the following Articles of Incorporation:

Article I

The name of the corporation is:

LUSO AMERICAN CORP

Article II

The principal place of business address:

212 S 5TH STREET
FLAGLER BEACH, FL. 32136

The mailing address of the corporation is:

212 S 5TH STREET
FLAGLER BEACH, FL. 32136

Article III

The purpose for which this corporation is organized is:

ANY AND ALL LAWFUL BUSINESS.

Article IV

The number of shares the corporation is authorized to issue is:

10000

Article V

The name and Florida street address of the registered agent is:

BISMARACK F PARAJON
14750 SW 26TH ST
116
MIAMI, FL. 33185

I certify that I am familiar with and accept the responsibilities of registered agent.

Registered Agent Signature: BISMARCK PARAJON

P16000052207
FILED
June 15, 2016
Sec. Of State
vherring

Article VI

The name and address of the incorporator is:

RICARDO ANTONIO DA SILVA FERREIRA
19B RYARBOR DR

PALM COAST, FL 32164

Electronic Signature of Incorporator: RICARDO ANTONIO DA SILVA FERREIRA

I am the incorporator submitting these Articles of Incorporation and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of this corporation and every year thereafter to maintain "active" status.

Article VII

The initial officer(s) and/or director(s) of the corporation is/are:

Title: P
CARLOS PEREIRA
13 BARRIESTER LN
PALM COAST, FL. 32137

Title: VP
RICARDO A DA SILVA FERREIRA
19B RYARBOR DR
PALM COAST, FL. 32164

Article VIII

The effective date for this corporation shall be:

06/15/2016

**FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS**



Detail by Entity Name

Florida Profit Corporation

LUSO AMERICAN CORP

Filing Information

Document Number	P16000052207
FEI/EIN Number	NONE
Date Filed	06/15/2016
Effective Date	06/15/2016
State	FL
Status	ACTIVE

Principal Address

212 S 5TH STREET
FLAGLER BEACH, FL 32136

Mailing Address

212 S 5TH STREET
FLAGLER BEACH, FL 32136

Registered Agent Name & Address

PARAJON, BISMARACK F
14750 SW 26TH ST
116
MIAMI, FL 33185

Officer/Director Detail

Name & Address

Title P

PEREIRA, CARLOS
13 BARRIESTER LN
PALM COAST, FL 32137

Title VP

DA SILVA FERREIRA, RICARDO A
19B RYARBOR DR
PALM COAST, FL 32164

Annual Reports

No Annual Reports Filed

Document Images

06/15/2016 -- Domestic Profit [View image in PDF format](#)

Copyright © and Privacy Policies
State of Florida, Department of State



EIN Assistant

Your Progress: 1. Identity 2. Authenticate 3. Addresses 4. Details **5. EIN Confirmation**

Congratulations! Your EIN has been successfully assigned.


EIN Assigned: 81-2885373

Legal Name: LUSO AMERICAN CORP

IMPORTANT:

Save and/or print this page and the confirmation letter below for your permanent records.

The confirmation letter below is your official IRS notice and contains important information regarding your EIN.

 [CLICK HERE for Your EIN Confirmation Letter](#) [Help with saving and printing your letter](#)

Once you have saved or printed your letter, click "Continue" to get additional information about using your new EIN.

[Continue >>](#)

Help Topics

- [What if I do not have access to a printer at this time?](#)
- [Can I access this letter at a later date?](#)

Date of this notice: 06-20-2016

Employer Identification Number:
81-2985373

Form: SS-4

Number of this notice: CP 575 A

LUSO AMERICAN CORP
212 S 5TH ST
FLAGLER BEACH, FL 32136

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 81-2985373. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1120

03/15/2017

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, *Election by a Small Business Corporation*.

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, *Electronic Choices to Pay All Your Federal Taxes*. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents (payroll service providers) are available to assist you. Visit the IRS Web site at www.irs.gov for a list of companies that offer IRS e-file for business products and services. The list provides addresses, telephone numbers, and links to their Web sites.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. **This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.** You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is LUSO. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.



FLAGLER BEACH CITY COMMISSION

City Manager's Report

Item No. 9

Meeting Date: August 11, 2016

Issue: Discussion regarding 2016 City Manager Evaluations.

From: Liz Mathis

Organization: COFB

RECOMMENDATION:

BACKGROUND:

Each Elected Official has completed an evaluation of the City Manager. The City Manager has completed a self-evaluation. Each evaluation and individual's comments have been tabulated and reviewed by the Mayor.

BUDGETARY IMPACT:

LEGAL CONSIDERATIONS/SIGN-OFF:

PERSONNEL:

POLICY/REQUIREMENT FOR BOARD ACTION:

IMPLEMENTATION/COORDINATION:

Attachments

Tabulation sheet
Elected Officials' comments
City Manager self-evaluation

Summary

	Commissioner	Commissioner	Commissioner	Commissioner	Commissioner	Mayor	Total
	Belhumeur	Carney	McGrew	Mealy	Shupe	Provencher	Average
Composite Score	108	70*	90	149	149	141	117.8
Weighted Score	15.0	9.55*	12.8	21.1	21.1	19.8	16.5

***8 out of 30 questions were not scored and noted "not observed."**

up to 4.4	Unsatisfactory
4.5 - 8.8	Improvement Needed
8.9 - 13.2	Meets Job Standards
13.3 - 17.6	Exceeds Job Standard
17.7 - 22	Outstanding

Comments from Elected Officials

The following comments/reports were submitted from the Elected officials and are compiled in alphabetical order.

II. OBSERVATIONS

- Two things that the Manager does now that this Commission Member would like him/her to continue.
Maintain relationships with local governments, legislators and state agencies
Maintain the same initiative
- Two things the Manager does that this Commission member would like him/her to discontinue or modify.
Provide better back-up for agenda items
Provide better motivation of staff where needed
- Two things the Manager does not do now that this Commission member would like to see him/her do.
Provide weekly highlights

III. FUTURE GOALS AND OBJECTIVES

- Specific goals and objectives to be achieved in the next evaluation period:
Have strong, effective departments with accountability for all
Have maintenance plans implemented for all city property... buildings, parks, vehicles, equipment, etc.

II. OBSERVATIONS

- **Two things that the Manager does now that this Commission Member would like him/her to continue.**

1. Relationships outside of Flagler Beach are very important. Larry is very well versed in how to work with lobbyists. He has been effective in this area. I would like him to continue prioritizing projects and obtain as much funding as possible.

- **Two things the Manager does that this Commission member would like him/her to discontinue or modify.**

At this point I do not have anything to suggest.

- **Two things the Manager does not do now that this Commission member would like to see him/her do.**

1. I believe the Ambassador program is instrumental to successfully knowing what is happening in the business community. I would like to see these meetings scheduled with the application of each new LBTR or as needed to answer potential business owner's questions.

III. FUTURE GOALS AND OBJECTIVES

- **Specific goals and objectives to be achieved in the next evaluation period:**

See attached Goals from Strategic Planning Session. This goal sheet is very aggressive. I believe with more time and more changes they could be achieved over the years. I look forward to a prioritized list.

Notes from Evaluation:

For the first 6 months Larry needed to learn about the City of Flagler Beach and how it functions. Larry dealt with many issues. He has been very helpful with the Beach Management Plan recommendations. He is supportive of this Commissioner and allows an open discussion of ideas and suggestions.

I had a difficult time dealing with the new style for the budget. I would have been better prepared if I had more time for discussion. I suggest for next year the process start earlier. Getting a budget book three days before the workshop which included a weekend made it very difficult for me to absorb the recommendations and try to interpret the changes. I need more details on why the organizational changes not so much what they are. More justification should be required from each of the Department heads.

I look forward to working with Larry to improve our level of service, implement technology and complete capital projects as needed. His experience will lead Flagler Beach to a vital City in the future.

COMMENTS REGARDING LARRY NEWSOM'S EVALUATION

1. Relationship with City Commission

Mr. Newsom clearly understands what his relationship with the City Commission should be. The recent goal-setting session was an outstanding one. Mr. Newsom delineated a clear set of goals and ensured that the Commission concurred with his vision. The one area in which I would like to see a bit of improvement is in the timeliness of communications. Occasionally, there have been instances in which a community member asked me questions I was unable to answer regarding actions of staff between Commission meetings because I had not been informed.

2. Public Relations

Mr. Newsom responds very quickly and in person to requests from the residents, showing his understanding of their needs/desires. He has worked tirelessly to "spruce up" the city, especially the core area, even doing some of the work himself.

3. Effective Leadership of Staff

Mr. Newsom is excellent in regard to valuing the strengths of his staff, enabling them to "shine" when they are able, enabling them to learn what's involved in administrating this city. He has spoken about providing more training, cross-training, and believes in paying people to demonstrate his recognition of their value. In the short time he has been the City Manager of Flagler Beach, he has studied the roles of the city's small staff and found ways in which to create more efficiencies.

4. Fiscal Management

Mr. Newsom's first budget for Flagler Beach reflects his search for efficiencies among staff and clarity in the presentation of income and expenditures. He reflected the recently developed, extensive list of goals and objectives for the coming year within the new budget. For the first time in years, the budget reflects the needs of the City and should cause many fewer budget amendments throughout the coming fiscal year. The City has been discussing for years ways in which to better utilize City-owned properties. Mr. Newsom has already begun to implement some of those plans.

5. Communication

Mr. Newsom's communications are clear, concise, and provided to the appropriate people.

6. Personal Traits

Mr. Newsom is a true visionary. He has applied what he learned in his previous position to a small city in a way that is truly refreshing. It is exciting to hear from him what his ideas are in regard to various projects needed throughout the city and ways in which he plans to fund them. He has shown the importance of creating and implementing policies regarding City actions.

7. Intergovernmental Affairs

Due to his previous position, Mr. Newsom knows many people within the State government and state-wide organizations. He firmly believes in open communication with our State and federal leaders, as well as those from our surrounding municipalities and the County. The lobbyist he suggested the City hire has already shown his worth. Mr. Newsom has already, during his short tenure in Flagler Beach, applied for and received grant funds for necessary

projects and plans to continue to do so. His participation during City Commission meetings and workshops has been outstanding.

OBSERVATIONS

- a) I would like Mr. Newsom to continue with all that I said above.
- b) The only modification I can suggest, I mentioned above in #1.

FUTURE GOALS AND OBJECTIVES

Mr. Newsom truly “hit the ground running” in his first six months as City Manager of the City of Flagler Beach. The list of goals and objectives developed is so extensive, that I have no further suggestions at this time.

II. SUMMARY RATING

Overall Performance Rating – Considering the results obtained against established performance standards as well as overall job performance, the following rating is provided:

Unsatisfactory _____ Improvement _____ Meets Job _____ Exceeds Job X Outstanding _____
Needed Standards Standards

III. OBSERVATIONS

- Two things that the Manager does now that this Commission Member would like him/her to continue.

The manager has a great rapport with the commission, public and other cities. I would like him to continue that. I also like how he communicates with staff.

- Two things the Manager does that this Commission member would like him/her to discontinue or modify.

Nothing.

- Two things the Manager does not do now that this Commission member would like to see him/her do.

I would like to see a weekly report.

IV. FUTURE GOALS AND OBJECTIVES

- Specific goals and objectives to be achieved in the next evaluation period:
Work towards achieving the strategic goals we have put in place.

Larry is doing an outstanding job. I realize we have put several goals on him to achieve, however I feel he will be able to do this.

SHUPE

III. OBSERVATIONS

Two things that the manager does now that this Commission Member would like him to continue.

- A. Continue to work to correct our city streetscapes and the beach side.
- B. Continue to work with the "powers with the dollars" to increase the flow of money and/or grants into the city.

NOTE: I applaud Mr. Newsom for his aggressive tackle of the needs of the city, but I believe to try and make up for the lack of progressive actions of the past ten years in one budget cycle, may be too much for residents to handle.

IV. FUTURE GOALS AND OBJECTIVES

Refer to Strategic Priorities- continue to work on these as time and money is available.

M. Shupe 8-2-16



FLAGLER BEACH CITY COMMISSION

Meeting Date: 08-11-16

Item No. 10

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

From: Kathleen Doyle, Finance Director

Organization: City Staff

RECOMMENDATION: Approve Resolution 2016-34.

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

1. In August 2015 when representatives with the Florida Division of Emergency Management came to inspect the Pier to close out the FEMA Structural Hardening Grant, they were unable to do so because the one environmental component had not been completed as agreed to in 2012.

The original turtle-friendly pier lights had had their bulbs replaced with regular lighting. FDEM agreed to a third modification to the original grant to allow the City to find a vendor and contractor for a new system, and as there was still some money remaining in the Declared Emergency Fund after Hurricane Fay, they also agreed to continue to reimburse 75% of costs.

The attached table lists all of the fees associated with the installation of the new light system: design, electrical permit, fixtures, installation, and two U.S. Coast Guard-approved red navigation lights. FDEM also agreed to pay for more durable aluminum signs devoted to protected species that are required to be posted on the pier. The design and the navigation lights were not included with the original costs for the project.

An amendment to recognize the additional expense of \$2,591, the grant revenue of \$1,943 and the city match of \$648 (from General Fund Reserves) will be needed.

2. On June 20, 2016 the project "South Central Avenue (3500 Block) Drainage Improvements, 2016" was awarded to S.E. Cline Construction, Inc. at an estimated cost of \$56,900 (includes a 10% contingency).

Currently the Stormwater Fund has \$9,200 remaining for projects of this nature. An amendment in the amount of \$47,700 would be needed from the Stormwater Fund Reserves. Balance of Stormwater Fund Reserves is approximately \$285,000 prior to above mentioned project.

LEGAL CONSIDERATIONS/SIGN-OFF: N/A

PERSONNEL: N/A

POLICY/REQUIREMENT FOR BOARD ACTION: N/A

IMPLEMENTATION/COORDINATION: N/A

Attachments: Resolution 2016-34, Table for Turtle Friendly Pier Lights

RESOLUTION 2016-34

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

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

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

Increase	001.5392.606300.076	Improvements –Pier Turtle Lighting	\$2,591
Increase	001.3300.331101.076	FEMA Grant	\$1,943
Increase	001.3800.389102	General Appropriated Fund Balance	\$ 648
Increase	405.5392.606300.077	Stormwater – South Central Drainage	\$47,700
Increase	001.3800.389102	Stormwater - Appropriated Fund Balance	\$47,700

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

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2016.

ATTEST:

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

Penny Overstreet, City Clerk

Linda Provencher, Mayor

Florida Division of Emergency Management
 Hazard Mitigation Assistance Program
 Retrofit-Structural City Pier

Environmental Close-Out Requirements
 Turtle-Friendly Pier Lights
 Modification Number 3

Project # 1785-49-R
 Contract # 13HM-3E-04-28-01-287

Req/ PO Date	PO Number	Vendor	Description	Invoice Date	Check Date	Check Number	Amount Relieved	Federal Share 75%	City Share 25%
12.14.2016	15-10427	Synergy Lighting, Inc.	Design - Karen Shudes	12.18.2015	12.22.2015	74045	\$495.00	\$371.25	\$123.75
2.26.2016	16-10691	Synergy Lighting, Inc.	42 Fixtures and Installation, ~ 1/2 upfront	2.26.2015	3.3.2016	74474	\$11,697.00	\$8,772.75	\$2,924.25
4.13.2016	16-10860	City of Flagler Beach	Remainder at Completion	4.21.2016	6.22.2016	75141	\$13,668.00	\$10,251.00	\$3,417.00
3.17.2016	16-10771	Oceanshore Graphics	Electrical Permit	4.12.2016	5.24.2016	74968	\$147.50	\$110.63	\$36.88
7.20.2016	16-11183	Synergy Lighting, Inc.	12 signs, 12"x18" Aluminum	3.17.2016	4.5.2016	74661	\$342.00	\$256.50	\$85.50
7.26.2016	16-11183	Synergy Lighting, Inc.	two red USCG obstruction lights	7.20.2016			\$685.88	\$514.41	\$171.47
			Installation of two USCG red lights	7.26.2016			\$1,410.00	\$1,057.50	\$352.50
Totals							\$28,445.38	\$21,334.04	\$7,111.35



FLAGLER BEACH CITY COMMISSION

Item # 11

Meeting Date: 8/11/2016

Issue: Adopt Resolution 2016-35 to amend Section XII.2. Retirement Plan

From: Liz Mathis, Human Resource Officer

Organization: City of Flagler Beach

RECOMMENDATION: Approve Resolution 2016-35 adopting a personnel policy change.

Recommendation Concerning :

Recommend change to original resolution 2015-13 Section XII.2. Retirement Plan.

BACKGROUND: Florida Statute 112.0801 requires government entities, including the City of Flagler Beach, to make healthcare coverage available to retirees at the employee group rate. Currently, our personnel policy does not address or define retirees and the continuation of insurance coverage available. Staff would like to recommend amending Section XII.2. to include the policy in Exhibit A.

BUDGETARY IMPACT:

LEGAL CONSIDERATIONS/SIGN-OFF:

PERSONNEL:

POLICY/REQUIREMENT FOR BOARD ACTION:

IMPLEMENTATION/COORDINATION:

Attachments

RESOLUTION 2016-35

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, ADOPTING A PERSONNEL POLICY CHANGE; PROVIDING FOR CONFLICT AND PROVIDING AN EFFECTIVE DATE HEREOF.

WHEREAS, The Flagler Beach City Commission has approved the amended Flagler Beach Personnel Policy, known as Resolution 2016-35, and;

WHEREAS, a discussion of the amended policy has been held by the Flagler Beach City Commission; and

WHEREAS, agreement has been reached, by the Commission, on the additional wording and definitions included in the amended Personnel Policy.

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

SECTION 1. The personnel policies, procedures, and rules attached hereto and incorporated herein as Exhibit "A" are hereby adopted.

SECTION 2. SEVERABILITY. If any section, sentence, phrase word or portion of this Resolution 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 the Resolution not otherwise determined to be invalid, unlawful or unconstitutional.

PASSED AND ADOPTED THIS ___ DAY OF August, 2016

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

ATTEST:

Linda Provencher, Mayor

Penny Overstreet, City Clerk

- (e) All grievances at their conclusion shall be forwarded to the city manager for coordination, analysis and retention.
- (f) In some cases, steps in the grievance procedure may be waived at the discretion of the department head to allow more severe matters to progress more rapidly.
- (g) Employees may grieve without fear of retribution.
- (h) If, in the opinion of the city manager that conditions warrant, the grieving employee may be given anonymity.

ARTICLE XII.

MISCELLANEOUS RULES AND BENEFITS

SECTION XII.1. Vehicles.

Some employees, because of the nature of their work, may be issued and are responsible for a vehicle which may be driven to and from work and lunch, and to conduct official business. Such vehicle shall not be used for personal pleasure or private business. The purpose of this policy is to enable the employee in question to respond to emergency conditions promptly. Abuse of this policy may result in a withdrawal of the vehicle and appropriate disciplinary action.

SECTION XII.2. Retirement plan.

~~The city provides a retirement plan for all qualified employees to assist in providing a monthly income after their retirement. Details of the plan are maintained by the personnel office.~~

a) Retirement

Eligible City of Flagler Beach employees who meet the definition of normal retirement as provided in his/her respective plan related to both years of service and age, and who have elected to retire from the City, shall receive benefits accrued under their applicable plan and be provided the opportunity to continue participation in the City's group health and dental insurance program at said employee's expense. For the purposes of this policy, any reference to retiree shall include eligible dependents.

b) Retiree Definitions:

1. General employee: Age fifty-five (55) and at least ten (10) years of continuous eligible service with the City of Flagler Beach at the time of his/her retirement.
2. Police Officer: Age fifty-five (55) and at least ten (10) years of continuous eligible service, or at age fifty-two (52) with twenty-five (25) consecutive years of certified

law enforcement service at the time of his/her retirement (as defined by the Police Officers' Pension Plan).

3. Firefighter: Age fifty-five (55) and at least ten (10) years of continuous eligible service, or at age fifty-two (52) with twenty-five (25) consecutive years of certified firefighter/fire officer service at the time of his/her retirement (as defined by the Firefighters' Pension Plan).

4. Disabled employee: Employee placed on disability retirement (as defined by the Police Officers' and Firefighters' Pension Plan) and who begins receiving benefits immediately after retirement from employment. Disability retirement is not provided for General Employees and Elected Officials

c) Procedures for Continuation of Insurance Coverage

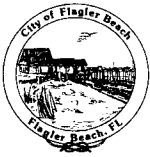
1. A retiree as defined in section (2) above shall have a one-time irrevocable election at the time of separation to continue participation in the City's health insurance program which may also include dental coverage. Said retiree may continue coverage until he/she elects otherwise, but once the coverage is discontinued it cannot be reinstated. Premiums will also be adjusted in accordance with the City's annual renewal, with said premiums calculated the same as with active employees.

2. Health benefits for retirees shall be the same coverages with the same choices as those provided other eligible City employees and eligible dependents. Each qualified retiree and eligible dependent that elects retiree continuation coverage will have the same rights under the Plan as active employees and their eligible dependents, including open enrollment and special enrollment rights.

3. Participating retirees shall pay the full cost of coverage at the current group rates. Retirees have 30 days after the date of notice or the date active coverage ends (whichever is later) to elect retiree Continuation Coverage under the Plan. Payment for first month's premium must accompany the election form (see attachment 1). Subsequent payments are made on a monthly basis and are due on the first day of the month for that coverage period. Failure to comply with this section may result in immediate cancellation and any future entitlement to this benefit.

4. The City retains the right to change carriers and increase/reduce benefits including deductibles and co-pays; and to adjust premiums at any time so long as said adjustments are the result of what the carrier(s) charges the City and said changes are also applicable to active employees.

SECTION XII.3. Unemployment compensation.



FLAGLER BEACH CITY COMMISSION

City Manager's Report

Item No. 13

Meeting Date: 8/11/2016

Issue: Application: SPEX# 16-07-01: Consider a request for a Special Exception Use to construct a drive-thru financial institution in the Highway Commercial Zoning District. The property in question is identified as 2410 Moody Blvd. aka Beach Village at Flagler Beach Lot 4; Parcel ID # 11-12-31-0385-00000-0040.

From: Larry Torino, City Planner

Organization: COFB

RECOMMENDATION:

BACKGROUND: Please see the Par Board packet attached for detailed background information. Updated reports from City Planner Larry Torino will be forthcoming.

BUDGETARY IMPACT:

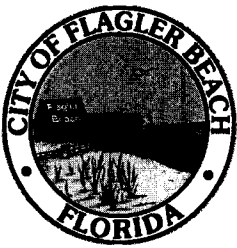
LEGAL CONSIDERATIONS/SIGN-OFF:

PERSONNEL:

POLICY/REQUIREMENT FOR BOARD ACTION:

IMPLEMENTATION/COORDINATION:

Attachments



City of Flagler Beach

P.O. Box 70 • 116 3rd Street South
Flagler Beach, Florida 32136
Phone (386) 517-2000 • Fax (386) 517-2016

NOTICE OF PUBLIC HEARING **SPECIAL EXCEPTION #16-07-01**

A request has been received for a Special Exception Use to construct a drive-thru financial institution in the Highway Commercial Zoning District as provided for in the Land Development Regulations Section 2.04.02.8, Zoning Schedule One Land Use Controls. The property in question is identified as 2410 State Road 100 AKA BEACH VILLAGE AT FLAGLER BEACH LOT 4; Parcel ID#11-12-31-0385-00000-0040. Applicant: Sun Trust Bank.

A PUBLIC HEARING IS SCHEDULED TO BE HELD AT CITY HALL, 105 S. 2ND. STREET, FLAGLER BEACH, FLORIDA AS FOLLOWS:

PLANNING AND ARCHITECTURAL REVIEW BOARD: TUESDAY, August 2, 2016 AT 5:30 P.M.

CITY COMMISSION: THURSDAY, August 11, 2016 AT 6:00 P.M. OR AS SOON THEREAFTER.

ALL INTERESTED PARTIES ARE INVITED TO ATTEND.

PLEASE DIRECT ANY QUESTIONS TO THE CITY OF FLAGLER BEACH AT (386-517-2000) EXT. 230.

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.

For further information about these requests, please call the Planning and Building Department at (386) 517-2000 Ext. 230. More detailed information and maps may be inspected by the public at the Planning and Building Department at the Flagler Beach City Hall during office hours.

THE NEWS-JOURNAL

Published Daily and Sunday
Daytona Beach, Volusia County, Florida

State of Florida,
County of Volusia

Before the undersigned authority personally appeared

Jennifer Lynch

who, on oath says that she is

LEGAL COORDINATOR

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

PUBLIC NOTICE

2204358

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

JULY 22, 2016

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

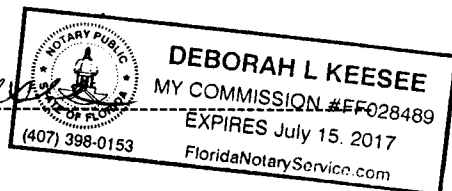
Jennifer Lynch

Sworn to and subscribed before me

This 22ND of JULY

A.D. 2016

Deborah L Keese



**NOTICE OF PUBLIC HEARING
SPECIAL EXCEPTION #20-07-01**

A request has been received for a Special Exception Use to construct a drive-thru financial institution in the Highway Commercial Zoning District as provided for in the Land Development Regulations Section 2.04.02.8, Zoning Schedule One Land Use Controls. The property in question is identified as 2410 State Road 100 AKA BEACH VILLAGE AT FLAGLER BEACH LOT 4; Parcel ID: 11-12-31-0385; 00000-0040. Applicant: Trust Bank. A PUBLIC HEARING IS SCHEDULED TO BE HELD AT CITY HALL, 105 S. 2ND, STREET, FLAGLER BEACH, FLORIDA AS FOLLOWS:

PLANNING AND ARCHITECTURAL REVIEW BOARD: TUESDAY, August 2, 2016 AT 5:30 P.M.

CITY COMMISSION: THURSDAY, August 11, 2016 AT 6:00 P.M. OR AS SOON THEREAFTER.

ALL INTERESTED PARTIES ARE INVITED TO ATTEND.

PLEASE DIRECT ANY QUESTIONS TO THE CITY OF FLAGLER BEACH AT (386-517-2000) EXT. 230.

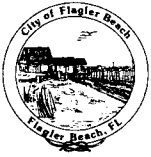
The public hearings may be continued to a future date or dates. The times and dates of any continuances of a public hearing shall be announced during the public hearing without any further published notice. The request will be heard at 6:00 PM, or as soon thereafter as possible, in the City Commission 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 these proceedings should contact the City Clerk's Office at 386-517-2000 Ext. 233 at least 48 hours prior to the meeting.

For further information about these requests, please call the Planning and Building Department at (386) 517-2000 Ext. 230. More detailed information and maps may be inspected by the public at the Planning and Building Department at the Flagler Beach City Hall during office hours.

L2204358, July 22, 2016 It.



FLAGLER BEACH CITY COMMISSION

City Manager's Report

Item No. 14

Meeting Date: 8/11/2016

Issue: Application: SP# 16-07-01: A request for Final Site Plan Approval has been received for the construction of a drive-thru financial institution in the Highway Commercial Zoning District. The property in question is identified as 2410 State Road 100 aka Beach Village at Flagler Beach Lot 4; Parcel ID # 11-12-31-0385-00000-0040.

From: Larry Torino, City Planner

Organization: COFB

RECOMMENDATION:

BACKGROUND: Please see the Par Board packet attached for detailed background information. Updated reports from City Planner Larry Torino will be forthcoming.

BUDGETARY IMPACT:

LEGAL CONSIDERATIONS/SIGN-OFF:

PERSONNEL:

POLICY/REQUIREMENT FOR BOARD ACTION:

IMPLEMENTATION/COORDINATION:

Attachments



Items 13 & 14

Back up

City of Flagler Beach

DATE: July 21, 2016
TO: Don Deal, Chairperson, Planning and Architectural Review Board
Planning and Architectural Review Board Members
FROM: Larry Torino, City Planner
RE: #SE16-07-01 – Request for Special Exception use to permit a drive-thru financial institution in the Highway Commercial District. The property in question is identified as 2410 Moody Blvd. AKA BEACH VILLAGE AT FLAGLER BEACH; LOT 4.

Applicant: SUNTRUST BANKS, INC.
200 SOUTH ORANGE AVENUE
ORLANDO, FLORIDA 32801

Property Owner: Red Palm Coast, LLC
One E. Washington Street, Ste. 300
Phoenix, Arizona 85004

Property Location: 2410 Moody Blvd.

Parcel I.D. No. 11-12-31-0385-00000-0040

Future Land Use: Commercial

Zoning District: Highway Commercial

Application: (See Attachment #1 Applicant Application)

Background:

The applicant requests a Special Exception use to construct a drive-thru financial institution in the Highway Commercial Zoning District as provided for in the adopted Land Development Regulations.

The property under consideration is a platted outparcel situated within a commercial subdivision known as Beach Village. The area was platted to accommodate a commercial shopping complex which included five (5) outparcels along the frontage of Moody Blvd. The subdivision was approved in 2007-08 and opened in 2009.

In December 2007, Lot 4, the parcel under consideration, was approved to be developed as a drive-thru financial institution by the granting of a Special Exception Use request, as required in the Highway Commercial District. That approval lapsed due to inaction in December 2008.

LOCATION/PHYSICAL CHARACTERISTICS:

This application request is specific to a commercial subdivision titled Beach Village at Flagler Beach, and more specifically, Lot 4 (See Attachment #2 & 2a Location Map). The property lies easterly of, and adjacent to the main entrance of the shopping center along Moody Blvd. The property measures 52,800 +/- sq. ft. or 1.2+/- acres.

The lot is one (1) of five (5) outparcels each of which is subordinate to the primary parcel, a commercial center anchored by a Publix grocery store. The entire shopping center property consists of 14.5+/- acres.

The property is generally flat, vacant and void of vegetation with the exception of turf. The site perimeter includes tree plantings installed at the time the shopping center was developed.

Analysis:

Special exception uses, as enumerated in Schedule One, Zoning Schedule of Use Controls, shall be permitted only upon authorization of the City Commission after review by the Planning and Architectural Review Board. In recommending approval or denial of the use, the reviewing boards shall provide findings and recommendations on whether the requirements of Section 2.06.01 (Special Exception Requirements 1. through 7.) is met as well as other comments such board feel will assist the City Commission in the determination of whether to grant the use. **(See Attachment #3 Applicant Special Exception Requirement Responses).**

Special Exception Requirements – (*staff assessment*)

1. *The use is a permitted special use as set forth on Schedule One, Appendix A.*

Per Appendix A – ARTICLE II - ZONING, Section 2.04.02.8. ZONING SCHEDULE ONE LAND USE CONTROLS CITY OF FLAGLER BEACH, Category of Use; Highway Commercial; Special Exception Uses, of the Land Development Regulations provides:

SCHEDULE ONE ZONING SCHEDULE OF USE CONTROLS

CATEGORY OF USE	SPECIAL EXCEPTION USES
HC – Highway Commercial	6. Financial institutions with drive-thru windows

2. *That the use is so designed, located and proposed to be operated that the health, safety, welfare and convenience will be protected.*

The proposed use has been designed to maximize the safety, welfare and convenience of the public and surrounding neighborhood **(See Attachment #4 Site Development Plan and Attachment #5 Building Elevations).**

3. *That the use will not cause substantial injury to the value of other property in the neighborhood where it is to be located*

The proposed use complements the existing shopping center. At the time the shopping center was approved it was noted that the initial intent was to market the outparcels for financial institution and/or restaurant uses. The proposed development is therefore, in keeping with the stated intent and benefit other property in the neighborhood, particularly the surrounding residential development.

4. *That the use will be compatible with adjoining development and the proposed character of the district where it is to be located.*

The proposed use, a financial institution, serves to advance the purpose and intent of the commercial center development plan, when approved and platted. The proposed facility has been designed to reflect the character of existing development and enhance the streetscape of the city gateway.

5. *That adequate landscaping and screening is provided as required herein, or otherwise required.*

The proposed Landscape plan and accompanying Landscape screening plan either meets or exceeds the requirements of Section 5.04.02 Criteria for parking lots and vehicular use areas which provides:

Ten (10) percent minimum of the gross parking area is to be devoted to living landscaping, which includes grass, ground cover, plants, shrubs and trees. The gross parking area is to be measured from the edge of the parking and/or driveway paving and sidewalks, extended five (5) feet in all directions, but is not to include any area enclosed by the building or covered by a building overhang.

- a. Total vehicular use area: 26,203 sq. ft. 10% required
- b. Total Landscape area required = 2,620 sq. ft.
- c. Total Landscape area provided = 23,109 sq. ft. (88%)

(See Attachment #6 Landscape Plan).

6. *That adequate off-street parking and loading is provided and ingress and egress is so designed as to cause minimum interference with traffic on abutting streets.*
 1. The proposed number of parking spaces meet and exceed the required number of parking spaces.
 - a. Parking required – 10
 - b. Parking provided - 26
 2. Loading – Due in large to the nature of the use, location, internal circulation, loading/unloading does not present a factor of concern.
 3. Ingress and egress – Access points are so located and designed to maximize vehicular and pedestrian safety.
7. *That the use conforms with all applicable regulations governing the district where located.*

The use is consistent with and exceeds all required applicable regulations for the district, as provided for in:

1. Appendix A – ARTICLE II - ZONING, Section 2.04.02.8. ZONING SCHEDULE ONE LAND USE CONTROLS CITY OF FLAGLER BEACH, Highway Commercial District Special Exception Uses.
2. Appendix A – ARTICLE II - ZONING, Section 2.04.02.9. Zoning Schedule Two Lot, Yard and Bulk Regulations.
3. Section 2.02.02 Automotive Services.
4. Section 5.04.00, Landscaping/Trees.

Staff Recommendation:

Planning and Architectural Review Board recommend approval to the City Commission.

Enclosures:

- Attachment #1 – Special Exception Application
- Attachment #2 – Location Map
- Attachment#2a – Location/street view
- Attachment #3 – Applicant Special Exception Requirement Responses
- Attachment #4 – Site development plan
- Attachment #5 – Building Elevations



City of Flagler Beach
PO Box 70 105 South 2nd Street
Flagler Beach, Florida 32136
Phone (386) 517-2000 Fax (386) 517-2016

Special Exception - (SPEX)

PETITION NO.: SPEX# 16-07-01

DATE: _____

Pursuant to Appendix A, Land Development Regulations, Section 2.06.01 of the Zoning Ordinance,
I hereby request a Special Exception as described below:

PURPOSE FOR THE SPECIAL EXCEPTION PETITION: Financial Institution Priority

PETITIONER: SunTrust Bank

PROJECT ADDRESS: 2410 State Road 100, 32136

PHONE NO.: 407-237-4430

OWNER OF SUBJECT PROPERTY: _____

ADDRESS: _____

PHONE NO.: _____

PETITIONER'S RELATION TO SUBJECT PROPERTY: Under contract to purchase property

ADDRESS/LEGAL DESCRIPTION: _____

LOT: _____

BLOCK: _____

SUBDIVISION: _____

ZONING DISTRICT: CH

ATTACH JUSTIFICATION STATEMENTS ADDRESSING ALL SEVEN (7) REQUIREMENTS FOR THIS SPECIAL
EXCEPTION REQUEST AS REQUIRED: (See Attachment "A" Special Exception Requirements.)

TO BE COMPLETED BY THE PLANNING & ZONING DEPARTMENT

ACCEPTED BY: _____

DATE: 7/20/16

PETITION #: SPEX# 16-07-01

Authorization

Owner/Applicant

THIS IS TO CERTIFY THAT I AM THE OWNER AND/OR PETITIONER OF THE SUBJECT PROPERTY DESCRIBED IN THIS SPECIAL EXCEPTION PETITION. I HAVE READ THIS PETITION AND THE STATEMENTS CONTAINED HEREIN ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

SIGNATURE OF PETITIONER: [Signature]

SIGNATURE OF OWNER: _____

DATE: _____

Owner- Designating Agent on his/her behalf

AS OWNER, I AUTHORIZE CPH, Inc. TO ACT AS MY AGENT IN THIS MATTER. PRINT NAME, ADDRESS AND PHONE NUMBER OF REPRESENTATIVE, IF APPLICABLE.

NAME: CPH, Inc.

ADDRESS: 1031-C W. 23rd St., Panama City, FL 32405

PHONE: 850-563-1490

STATE OF ~~FLORIDA~~ ARIZONA
County of ~~Flagler~~ MARICOPA

RED PALM COAST, LLC, a Delaware limited liability company

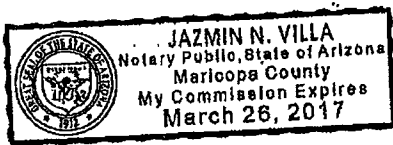
Subscribed and Sworn to (or affirmed) before me by

[Signature]

SIGNATURE OF OWNER

Michael Ebert
OWNER'S NAME (Print/Type)

One E. Washington St., Ste. 300, Phoenix AZ 85004
ADDRESS (Street, City) & Phone Number



This 18th day of July, 2016. Who is personally known to me or has produced _____ as identification.

326-17
Commission Number & Expiration

[Signature]
Notary Public

Thus instrument was prepared without
opinion of title by and after recording
return to:

Mr. Thomas E. Halter
Gust Rosenfeld P.L.C.
201 East Washington, Suite 800
Phoenix, Arizona 85004-2327
(602) 257-7991

Total Consideration \$ 9,302,500.00 (Space above this line for recording data)

Tax Identification Nos. _____

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made the 16 day of November, 2010, by **NAP Beach Village LLC**, a Florida limited liability company, whose address is 7500 College Parkway, Fort Myers, Florida 33907 (hereinafter called the "Grantor"), to **RED Palm Coast, LLC**, a Delaware limited liability company, whose address 6263 N. Scottsdale Road, Suite 330, Scottsdale, Arizona 85250 (hereinafter called the "Grantee"):

(Wherever used herein the terms "Grantors" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH: That the Grantor, for and in consideration of the sum of \$9,302,500.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in Flagler County, Florida, viz:

See Exhibit A attached hereto and made a part hereof.

This conveyance is subject to real estate taxes for the current and subsequent years, zoning and use restrictions imposed by governmental authority; easements, reservations, limitations and restrictions of record (including but not limited to oil, gas and mineral interests of record, if any, all public streets and legal highways), and any matters that would be disclosed by an accurate survey of the land (the "Permitted Exceptions").

TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anyway appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land subject to the Permitted Exceptions and will defend the same against the lawful claims of all persons claiming by, through or under the said Grantor.

IN WITNESS WHEREOF, the said Grantor has executed these presents on the day and year first above written.

Signed, sealed and delivered:
In our presence:

[Signature]
Witness Name: Greg Browne

[Signature]
Witness Name: SUSAN J. JONES

SELLERS:

NAP BEACH VILLAGE LLC, a Florida limited liability company

By: NAP II Investments Management Company, Inc., an Ohio corporation, its Manager

By: [Signature]
Dale G. Hafele, Vice President - Southeast Operations and Assistant Secretary

STATE OF Florida)
COUNTY OF Lee)

Before me, a Notary Public in and for said state, personally appeared Dale G. Hafele, as Vice President - Southeast Operations and Assistant Secretary of NAP II Investments Management Company, Inc., an Ohio corporation, the Manager of NAP Beach Village LLC, a Florida limited liability company, who is either (check one): personally known to me or _____ who produced _____ as evidence of identification, and he acknowledged that he did sign the foregoing instrument and that the same is his free act and deed as such officer and is the free act and deed of said corporation.

I am a Notary Public in the State of Florida and my commission expires: 11/19/2012.

IN TESTIMONY WHEREOF, I have hereunder set my hand and official seal this 12th day of November, 2010.

[Signature]
Notary Public



EXHIBIT A

NAP Beach Village LLC

Lots 2, 3, 4, and 5, according to the Subdivision Plat of Beach Village at Flagler Beach, recorded in Map Book 36, Pages 77 and 78, of the Public Records of Flagler County, Florida;

LOCATION MAP



ATTACHMENT #2a





1031-C West 23rd St.
Panama City, Florida 32405
Phone: 850.563.1490
Fax: 850.563.1495
www.cph.com

July 14, 2016

City of Flagler Beach
Planning and Architectural Review Board
105 Second Street
Flagler Beach, FL 32136
(386) 517-2000

**RE: Special Exception Justification Statement for the Proposed
SunTrust Bank at 2410 S.R. 100, Flagler Beach, FL,
Beach Village Outparcel (Lot 4, Publix Shopping Center)
CPH Job No. S13350 SunTrust Flagler Beach**

To Whom It May Concern:

On behalf of SunTrust Bank (under contract to purchase property) and Red Palm Coast, LLC (current property owner), we respectfully request your review of the attached Petition for Special Exception for drive-through for the above-referenced project. The subject property consists of 1.21 acres and is Flagler County Parcel No. 11-12-31-0385-00000-0040. The property is currently a cleared and undeveloped Outparcel (Lot 4) to the Publix, Beach Village Shopping Center. The proposed improvements include construction of an approximately 3,394 square feet SunTrust Bank with associated infrastructure, drive through, and landscaping. The property is bound to the east by a vacant outparcel, to the north by Beach Village Drive, to the west by Beach Village Way and to the south by S.R. 100. The following justification is provided to address the 7 individual criteria required for Special Exception approval.

1. That the use is a permitted Special Exception use as set forth in Schedule One hereof.

Drive-through is a permitted special use as set forth in Schedule One for the HC, Highway Commercial zoning district. Special exception for drive-through was previously approved for this Outparcel on 2/14/2008 (SPEX 08-01-02).

2. That the use is so designed located and proposed to be operated that the public health, safety, welfare and convenience will be protected.

The proposed use of this property, bank with drive-through, has been designed and is proposed to be constructed with signage, striping, sidewalk and lighting facilities to ensure that the public health, safety, welfare and convenience are protected. Furthermore, the site layout has been reviewed and revised considering safe access and egress throughout the site.

3. That the use will not cause substantial injury to the value of other property in the neighborhood where it is to be located.

The proposed use, bank with drive-through, will not injure the value of the other property in the neighborhood. It was the intention of the Developer of this Shopping Center for the Outparcels to have drive-through since a Special Exception for drive-through was requested and approved at the time that the Shopping Center was permitted. The Developer at that time, Red Palm Coast, LLC, has retained ownership of the Outparcels.

4. That the use will be compatible with adjoining development and the proposed character of the district where it is to be located.

The proposed bank with drive-through is compatible with adjoining development and the proposed character. The adjoining Shopping Center consists of a Publix and vacant Outparcels that will be developed in a similar fashion to the proposed SunTrust. The proposed SunTrust Bank Architecture is being designed to match the character of the existing Shopping Center.

5. That the adequate landscaping and screening is provided as required herein, or otherwise required.

Adequate landscaping and screening are proposed. The drive-through is proposed at the rear/north side of the site so that is the least visible to the site frontage along S.R. 100. The landscape is being designed to meet code requirements, be aesthetically pleasing, and to also maintain visibility throughout the site. The roll-of garbage container and A/C unit will be screened with a 6 ft. high screen wall enclosure located at the northwest corner of the building. All sides of the site are proposed to have a landscaped hedge with trees. The existing perimeter trees are also proposed to remain as much as possible.

6. That the adequate off-street parking and loading is provided and ingress and egress is so designed as to cause minimum interference with traffic on abutting streets.

The required amount of parking for this site is 1 per 350 SF, which is 10 parking spaces (3,394 S.F./350). The proposed amount is 26 spaces which meets the minimum amount required by SunTrust Bank based on their historical experience. This includes 2 handicapped spaces which meets ADA requirements. A bicycle parking rack with 5 spaces is also proposed.

The drive-through has been designed to allow 1 stacking space exiting the drive-through, and 3 stacking spaces waiting to enter each of the 2 proposed drive-through lanes. SunTrust Bank's "teller-connect" drive-through lanes are modern and very efficient. They can be described as drive-through ATMs with monitors. The monitor allows the customer to connect with SunTrust Bank personnel as needed. The personnel that assist the drive-through customers are not from the same branch building as on this site, but are from remote SunTrust corporate offices. Transactions will no longer be made between the drive-through customer and someone in this branch building, but rather between the customer and the ATM machine (in the drive-through). Customers who require assistance by someone personally in the branch would have to park and go inside the bank building.

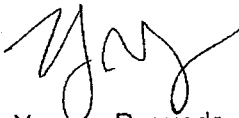
The site layout has been reviewed and revised considering safe access and egress throughout the site. The drive-through, driveways and parking spaces have been designed to minimize traffic conflicts as much as possible. A shared access to Beach Village Drive with the eastern adjacent outparcel was considered, but was found to be unfavorable since that would increase traffic at the location of conflict with the drive-through traffic. The proposed access at Beach Village Way is respectfully requested to allow SunTrust Bank traffic to ingress and egress without having to circle around the property. This will minimize the traffic at the Beach Village Drive access where the drive-through entrance is located.

7. That the use conforms with all applicable regulations governing the district where located.

The proposed bank with drive-through will meet all applicable regulations; to include City of Flagler Beach Zoning and Building regulations, FDOT utility and drainage exception permits, SJRWMD permit modification, City of Palm Coast water connection regulations, and any other applicable regulations. No variances are required for this project.

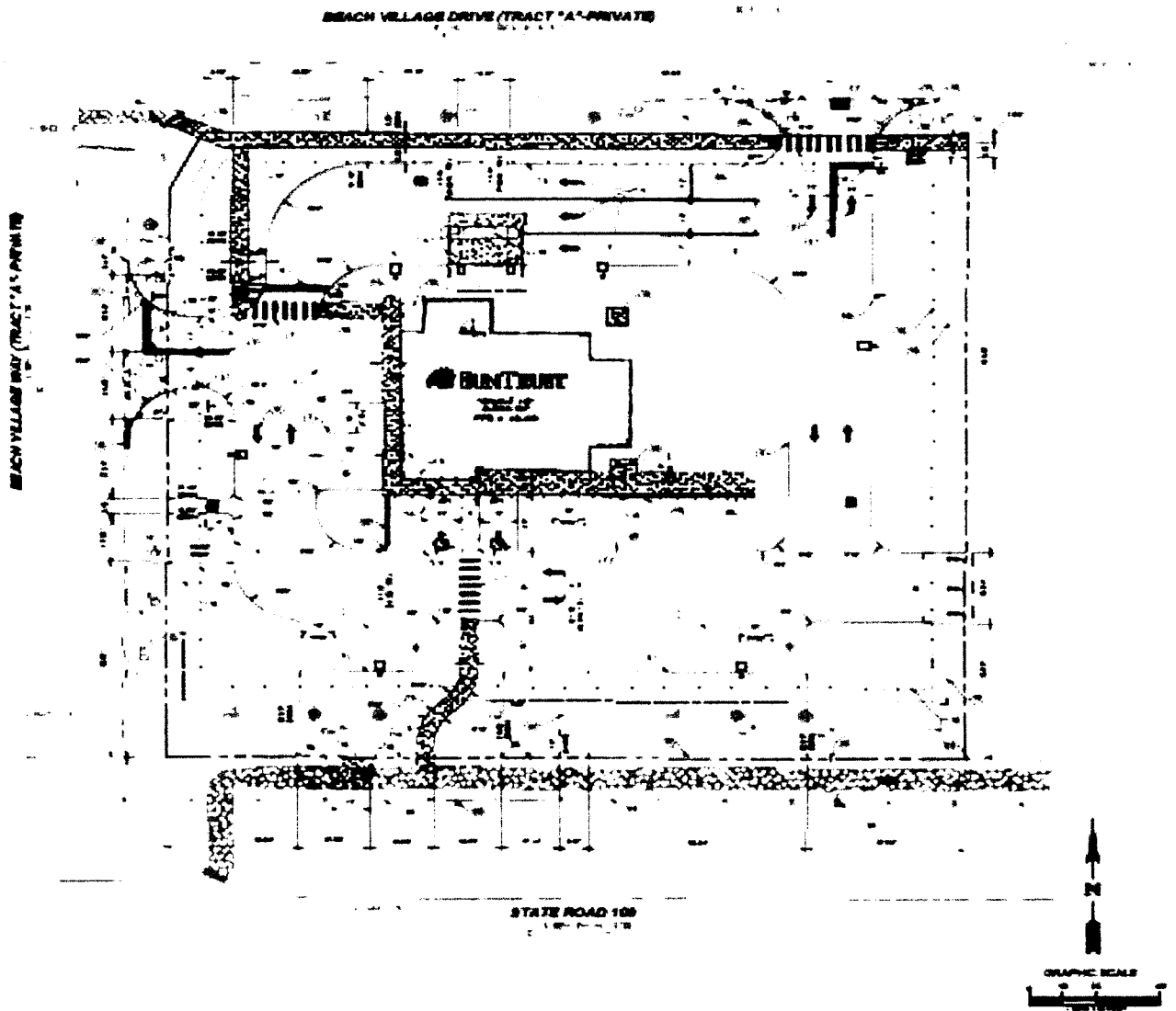
We look forward to working with the City on this project. Please do not hesitate to contact us if you should need any additional information or if you have any questions.

Sincerely,



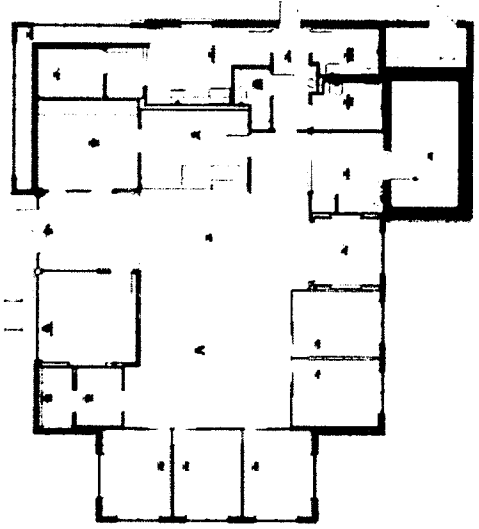
Yvonne Paguada, P.E.
Project Manager
CPH, Inc.

SITE DEVELOPMENT PLAN



BUILDING ELEVATIONS

ATTACHMENT #5



31 FLOOR PLAN

31 FLOOR PLAN

31 METAL ROOF

31 STUCCO

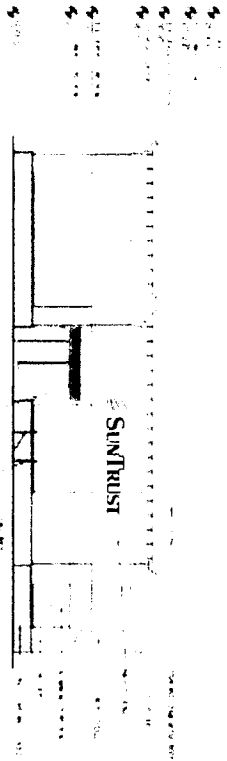
31 LAP SIDINGS

31 CORAL STONE

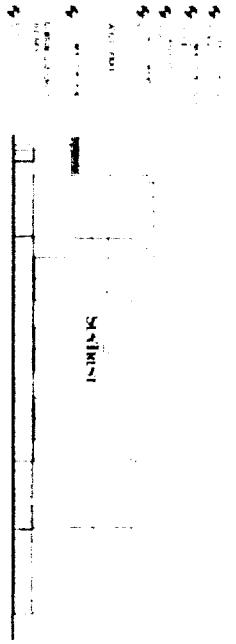
31 STEREPHAI

COLOR SAMPLE FINISHES SCHEDULE

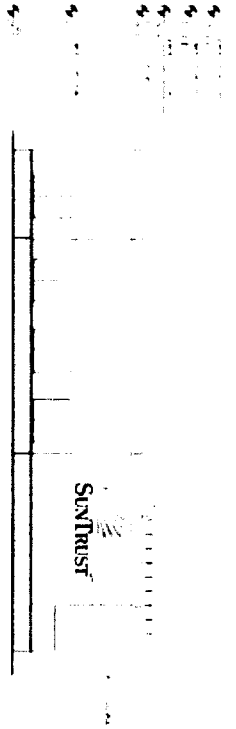
NO.	DESCRIPTION	FINISH	NOTES
1	ROOF	31 METAL ROOF	
2	WALLS	31 STUCCO	
3	WALLS	31 LAP SIDINGS	
4	WALLS	31 CORAL STONE	
5	WALLS	31 STEREPHAI	
6	WALLS	31 METAL ROOF	
7	WALLS	31 STUCCO	
8	WALLS	31 LAP SIDINGS	
9	WALLS	31 CORAL STONE	
10	WALLS	31 STEREPHAI	
11	WALLS	31 METAL ROOF	
12	WALLS	31 STUCCO	
13	WALLS	31 LAP SIDINGS	
14	WALLS	31 CORAL STONE	
15	WALLS	31 STEREPHAI	
16	WALLS	31 METAL ROOF	
17	WALLS	31 STUCCO	
18	WALLS	31 LAP SIDINGS	
19	WALLS	31 CORAL STONE	
20	WALLS	31 STEREPHAI	



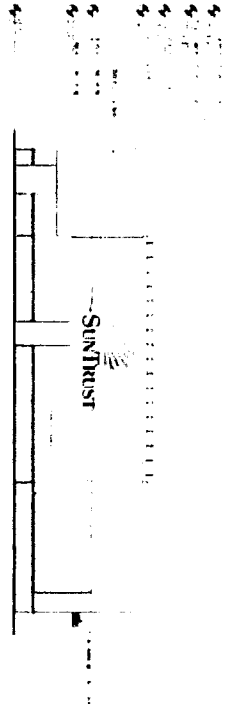
32 SOUTH EXTERIOR ELEVATION



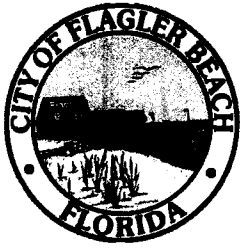
33 EAST EXTERIOR ELEVATION



34 NORTH EXTERIOR ELEVATION



35 WEST EXTERIOR ELEVATION



City of Flagler Beach

DATE: July 25, 2016
TO: Don Deal, Chairperson, Planning and Architectural Review Board
Planning and Architectural Review Board Members
FROM: Larry Torino, City Planner
RE: #SP16-07-01 – Request for final site plan approval for a drive-thru financial institution in the Highway Commercial District. The property in question is identified as 2410 Moody Blvd. AKA BEACH VILLAGE AT FLAGLER BEACH; LOT 4.

Applicant: SUNTRUST BANKS, INC.
200 SOUTH ORANGE AVENUE
ORLANDO, FLORIDA 32801

Property Owner: Red Palm Coast, LLC
One E. Washington Street, Ste. 300
Phoenix, Arizona 85004

Property Location: 2410 Moody Blvd.

Parcel I.D. No. 11-12-31-0385-00000-0040

Future Land Use: Commercial

Zoning District: Highway Commercial

Application: *(See Attachment #1 Applicant Application)*

Planning and Architectural Review Board Authorization

Sec. 8.05.02. - Site plan classification and approval responsibility.

- (2) Major site plan. A major site plan is required for the following development:
c. New non-residential buildings or structures;

1. Background:

The applicant requests a recommendation of approval to construct a drive-thru financial institution in the Highway Commercial Zoning District.

The property under consideration is a platted outparcel situated within a commercial subdivision known as Beach Village. The area was platted to accommodate a commercial shopping complex which included five (5) outparcels along the frontage of Moody Blvd. The subdivision was approved in 2007-08 and opened in 2009.

In December 2007, Lot 4, the parcel under consideration, was approved to be developed as a drive-thru financial institution by the granting of a Special Exception Use request, as required in the Highway Commercial District. That approval lapsed due to inaction in December 2008.

2. LOCATION/PHYSICAL CHARACTERISTICS:

This application request is specific to a commercial subdivision titled Beach Village at Flagler Beach, and more specifically, Lot 4 (**See Attachment #2 & 2a Location Map**). The property lies easterly of, and adjacent to the main entrance of the shopping center along Moody Blvd. The property measures 52,800 +/- sq. ft. or 1.2 +/- acres.

The lot is one (1) of five (5) outparcels each of which is subordinate to the primary parcel, a commercial center anchored by a Publix grocery store. The entire shopping center property consists of 14.5 +/- acres.

The property is generally flat, vacant and void of vegetation with the exception of turf. The site perimeter includes tree plantings installed at the time the shopping center was developed.

3. Sec. 8.04.12. - Duties of the Planning and Architectural Review Board (PARB).

In keeping with the below responsibility of the PARB, attached for your review and comment see **Attachment #3 Hardcopy Plan Set: Site Dimension Plan Sheet C-6 & 3a Exterior Elevations A-4.**

To establish, maintain and approve standards of architectural excellence for all residential dwellings of three (3) or more units, all commercial establishments, industrial buildings, and complexes, schools, churches, public buildings, amenities, parks, , and all elements related to the construction and aesthetics of the city.

4. Proposed Development

SITE DATA

THE OWNER PROPOSES TO CONSTRUCT A NEW 3,304 S.F. SUNTRUST BANK AND THE REQUIRED SITE SUPPORT ELEMENTS TO SERVE IT.

SITE TOTAL AREA: 52,705 S.F. (1.21 AC. ±)

EXISTING USE: VACANT

PROPOSED USE: BANK

MAX. BUILDING HEIGHT: 25' MAX

TOTAL BUILDING AREA: 3,304 S.F.

PROPOSED AREA CALCULATIONS

BUILDING AREA: 3,304 S.F. (6.43%)

PERVIOUS AREA: 23,371 S.F. (44.35%)

IMPERVIOUS AREA: 25,040 S.F. (49.22%)

TOTAL: 52,705 S.F. (100%)

REQUIRED PERVIOUS AREA: 15.00%

BUILDING SETBACKS

	REQUIRED	PROVIDED
NORTH:	10'	25'
WEST:	10'	70'
EAST:	10'	100'
SOUTH:	25'	100'

LANDSCAPE SETBACKS

	REQUIRED	PROVIDED
NORTH:	5'	8'
WEST:	5'	20'
EAST:	5'	37'
SOUTH:	20'	30'

5. Technical Review

Current Zoning/Future Land Use Map Designation Summary

Current Zoning/ Future Land Use Map Designation			
Current Zoning	Future Land Use Map	Proposed Land Use	Existing Current Land Use
Highway Commercial	Commercial	Commercial	Vacant

Compatibility With Zoning Code

1. Schedule Two of the Zoning Code requires minimum lot, yard and bulk regulations for General Commercial uses as outlined below.

Schedule Two: Zoning Schedule of Lot, Yard & Bulk Regulations

Category/District	Lot Area	Lot Width	Lot Depth	Front Yard (feet)	Side Yard (feet)	Rear Yard (feet)	Height (feet)	Impervious Lot Coverage %
Highway Commercial	21,780 sq.ft.	150 ft.	N/A	20 ft.	**10 ft.	10'	35'	75

** Except where side yard is a corner lot wherein the minimum side yard shall be twenty (20) feet.

Proposed Development

Schedule Two: Zoning Schedule of Lot, Yard & Bulk Regulations

Category/District	Lot Area	Lot Width	Lot Depth	Front Yard (feet)	Side Yard (feet)	Rear Yard (feet)	Height (feet)	Impervious Lot Coverage %
Highway Commercial	52,705 Sq.Ft.	225 ft. ave.	210 ft. ave.	100 ft.	70/100 ft.	58 ft.	25 ft.	56

Parking Requirements

PARKING INFORMATION	
TOTAL SPACES REQUIRED 10	1 SPACES PER 350 SF 3,304 / 350 SF = 10 PARKING STALLS
TOTAL SPACES PROVIDED 26	11 PROPOSED SPACES: 10' X 20' STANDARD @ 90°
	13 PROPOSED SPACES: 10' X 18' STANDARD @ 90°
	2 PROPOSED SPACES: 12' X 20' ACCESSIBLE @ 90°

Traffic/Traffic Circulation: The Land Development Regulations requires that pedestrian and vehicular traffic be adequately addressed to minimize any conflict. Cross access driveways and internal ingress and egress are required.

Comments: The plans as submitted are consistent with these provisions.

Landscaping: The Land Development Regulations requires that 10% of the gross parking area be devoted to living vegetation. Xeriscape landscaping techniques using native vegetation shall be required landscaping for all new construction.

Comments: The plans conform to the standards of the LDR's and exceed this requirement as indicated below (**See Attachment #4 Plan Set Sheet L-1 Hardcopy**).

TOTAL PROPERTY AREA	52705 S.F.
TOTAL LANDSCAPE AREA.	25334 S.F.
TOTAL VEHICULAR USE AREA	22863 S.F.

TOTAL VEHICULAR USE AREA (22863) X 10%=	2286 S.F.
2286 S.F. OF LANDSCAPE AREA REQUIRED.	
25334 S.F. OF LANDSCAPE AREA PROVIDED.	

Interior Landscaping: The Land Development Regulations requires that planter islands be provided between 12 parking spaces in a row.

Comments: The plans conform to the Code and exceed this requirement.

Planter Islands: The Land Development Regulations require that planter islands must be a minimum of 50 square feet in area and contain at least one tree having a minimum clear trunk of five feet and a minimum overall height of eight feet.

Comments: Please identify on the landscape plans that the planter islands conform to the minimum standard.

Perimeter Screening: The Land Development Regulations requires all parking lots to be screened from all abutting properties and rights-of-way with walls, fences, hedges or other durable landscape barriers.

Comments: The plans conform to the Code and exceed this requirement.

Lighting: Sec. 2.06.02. - Automotive services and more particularly **Section 2.06.02.1 Off-street parking (10) of the LDR's** require that all new all parking lots and vehicular use areas shall be well lighted.

Comments: The proposed lighting plan is consistent and/or exceeds the provisions and requirement of the LDR's. Off-site lighting and glare at the property perimeter are minimized. (**See Attachment #5 Lighting Plan (Plan Set Sheet LP- 1) Hardcopy**).

Traffic Impact Statement:

Comments: The Traffic Impact Statement analysis submitted demonstrates that based upon the driveway analysis, all driveways are anticipated to continue to operate at acceptable levels of service with the addition of the proposed project (**See Attachment #6 Traffic Impact Statement Hardcopy**).

Signage (Architectural Graphics):

Comments: All proposed signage (i.e. wall, wayfinder, directional and principal signage appear consistent with all applicable provisions of ARTICLE VII. – SIGNS; Sec. 7.07.02. Highway Commercial District (See Attachment #7 Signs **Hardcopy**)

Staff Recommendation:

Planning and Architectural Review Board recommend approval to the City Commission.

Enclosures:

- Attachment #1 – Site Plan Application
- Attachment #2 & 2a – Location Map/street view location
- Attachment #3 – Site Dimension Plan (Plan Set Sheet C-6 Hardcopy)
- Attachment #3a – Exterior Elevations Plan (A-4 Hardcopy) (**separate document**)
- Attachment #4 – Landscape Plan (Plan Set Sheet L-1) Hardcopy
- Attachment #5 – Photometric Plan (Plan Set Sheet LP-1 Hardcopy)
- Attachment #6 – Traffic Impact Statement **Hardcopy only**
- Attachment #7 –Architectural Graphics Plan Hardcopy (**separate document**)
- Attachment #8 – Service Availability – City of Palm Coast Verification



City of Flagler Beach
PO Box 70 - 105 South 2nd Street
Flagler Beach, Florida 32136
Phone (386) 517-2000 Fax (386) 517-2016

SITE PLAN REVIEW

INFORMATION PACKET

AN APPOINTMENT WITH THE CITY PLANNER IS REQUIRED PRIOR TO FORMAL
APPLICATION SUBMITTAL

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED

TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
Submittal Requirements and Fee Schedule	2
Site Plan Review Application	3
Owner Authorization	4
General Information	5, 6
Project Description	7, 8
Existing Conditions	9, 10
Site Plan Review Checklist	11-13

SITE PLAN REVIEW SUBMITTAL REQUIREMENTS

Note:

- A Pre-submittal meeting is recommended with City Staff.
- Plans will **not** be accepted unless all required documents are completed.

Required Documents:

- Fifteen (15) sets of all required documents.
- Site Plan Application
- Two checks made payable to the City of Flagler Beach
- Warranty Deed
- Survey
- Surrounding Land Use
- Location Map
- Site Plan
- Building Elevations
- Landscape Plan
- Lighting Plan
- Water, Sewer, Paving and Drainage Plan

FEE SCHEDULE: SITE PLAN REVIEW

Site Development Plan Review Initial Submittal:

- | | |
|---|--|
| • Commercial buildings <10,000 sq. ft. | \$1,000.00 |
| • Commercial buildings >10,000 | \$1000.00 + \$3.00 per 1,000
sq. ft. area over 10,000 sq. ft. |
| • Multifamily w/20 dwelling units or less | \$1,000.00 |
| • Multifamily w/more than 20 dwelling units | \$1000.00 + \$3.00 per
unit >20 |
| • Each re-submittal of site plans | \$150.00 Minimum |

SP#: _____ DATE FILED: _____

SITE PLAN REVIEW APPLICATION

PROJECT TITLE: SunTrust Bank at Flagler Beach

PROJECT ADDRESS: 2410 STATE ROAD 100, 32136

Subdivision: Beach Village **Block:** _____ **Lot(s):** 4

TAX MAP NUMBER: 11-12-31-0385-00000-0040 **ZONING DISTRICT:** HC

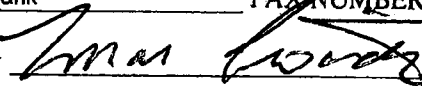
OWNERS INFORMATION:

OWNERS NAME: RED PALM COAST, LLC
ADDRESS: ONE E WASHINGTON ST, STE 300, PHOENIX AZ 85004
PHONE NUMBER: 480-947-7772 **FAX NUMBER:** 480-947-7997

SIGNATURE OF OWNER: 

APPLICANTS INFORMATION:

APPLICANTS NAME (IF OTHER THAN OWNER): SunTrust Bank
ADDRESS: 200 S. Orange Ave., Orlando, FL 32801
PHONE NUMBER: SunTrust Bank **FAX NUMBER:** 407-237-4430

SIGNATURE OF APPLICANT: 

REPRESENTATIVE:

NAME: CPH, Inc.
ADDRESS: 1031-C W. 23rd St., Panama City, FL 32405
PHONE NUMBER: 850-563-1490 **FAX NUMBER:** 850-563-1495

SIGNATURE OF REPRESENTATIVE: _____

PROPERTY OWNER AUTHORIZATION

FOR USE WHEN APPLICANT IS NOT THE OWNER OF SUBJECT PROPERTY:

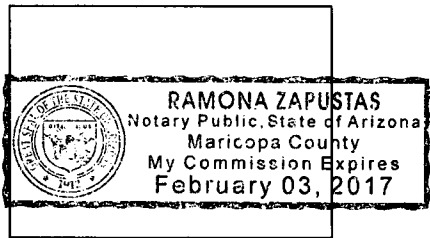
Property Address: 2410 STATE ROAD 100, 32136

Parcel ID: 11-12-31-0385-00000-0040

This is to certify that I am the owner of the subject property described above and that I authorize: (PRINT NAME) SunTrust Bank and CPH, Inc. to make and file the aforesaid application for site plan review.

OWNER'S SIGNATURE: *[Signature]*
PRINT OWNER'S NAME: MICHAEL EBERT

Sworn to and subscribed before me this 13 day of June, 2016.
Personally known to me or produced identification: N/A (type)
Notary Public: *[Signature]* My commission expires: 2.3.17



Notary Seal

Site Plan Review

General Information

A. Site Plan Review

Site Plan Review is the process by which the City of Flagler Beach and agencies working in concert with the City, review a development project for code compliance and identify the requirements and conditions, if warranted, prior to approval of a development project. Issues identified during Site Plan Review are resolved prior to submittal to the Planning and Architectural Review Board for their review and subsequent approval or denial.

B. Pre-Submittal Meeting

It is recommended that the applicant meet with City Staff once it has been determined that Site Plan Review is required. Staff will meet with the applicant to discuss any questions regarding plan proposals, City processes, deposits, fees, and requirements listed on the Site Plan Review Checklist.

C. Site Plan Submittal

It will be necessary to make an appointment with city Staff when you are prepared to formally submit your plans for Site Plan Review. Staff will meet with you to ensure that all items required on the Site Plan Review Checklist have been provided and collect appropriate fees. **All items on the checklist must be provided** before the site plan package will be accepted.

D. Site Plan Processing and Review

City Staff may forward your plans to other review agencies as deemed necessary. The timeframe for other agency review may require approximately three weeks to complete. Upon receipt of other agency review, city Staff will contact the applicant to resolve any outstanding issues. A document will be prepared and forwarded to the applicant indicating the requirements and conditions of approval for the project. The correspondence will include comments from the respective agency involved in the review of the project plans.

E. Receipt/Review of Comments by Applicant

After the applicant has reviewed the conditions and requirements provided, it is recommended the applicant and/or his representative(s), contact city Staff to discuss any issues requiring modification or meeting code compliance standards. City Staff can facilitate any meeting(s) between the applicant(s) and participating agencies to clarify outstanding issues. It is the goal of the City of Flagler Beach to provide you, the applicant, with a clear understanding of the Site Plan Review issues in order to complete the review process in an expeditious manner.

F. Site Plan Review Completion

Once all Site Plan Review issues have been resolved and the site plan has been deemed acceptable to city Staff, your site plan application will be scheduled for presentation before the Planning and Architectural Review Board. The PARB is an advisory board that reports directly to the City Commission. The Board is comprised of City of Flagler Beach residents appointed by the City Commission. Upon review of the site plan, the PARB will render a decision of approval or denial. Said decision will then be forwarded to the **City Commission** for their review and **final decision**.

SITE PLAN REVIEW

PROJECT DESCRIPTION

PRINT OR TYPE INFORMATION

- A.** Provide a detailed description of the proposed project:
Proposed 3,394 SF SunTrust Bank with
drive-through with associated
infrastructure.
- B.** Provide the lot size (parcel) and square footage of all building(s):
1.21 acres and proposed 3,394 SF

- C.** Provide the size, height and proposed use of each building:
Proposed bank building height is 25 ft. 4.5", please
refer to attached elevations and site plans.

- D.** Provide a detailed description of the following:

Exterior finish and color: Stucco "Jersey Cream" SW6379
Roof material and color: Standing Seam Metal "Aluminum Silver"
- E.** Indicate the project floor area ratio or lot coverage (if applicable):
FAR = 6.43%, ISR = 55.7%

- F.** Provide the total number of:

Required on-site parking spaces: _____ 10
Proposed on-site parking spaces: _____ 26
Required on-site Handicapped parking spaces: _____ 2
Proposed on-site Handicapped Parking spaces: _____ 2
- G.** Any off-site parking spaces proposed? If yes, describe number, location, and distance from proposed project location:
No

- H.** Will project be accomplished in phases? If Yes, describe phasing plans and timeframe:
No

I. Describe the nature of any tree and native vegetation removal, if applicable:

One 4" Elm tree will need relocated or replaced due
to Beach Village Drive driveway location.

J. If a Commercial use, describe the operational characteristics of the development (proposed hours of operation, any unique characteristics of the proposed use.

Proposed bank hours will follow normal business
hours.

K. Provide other pertinent information regarding the proposed development:

Site Plan Review

Existing Conditions

A. Describe all previous uses or activities on the site:

Existing vacant outparcel.

B. Describe all existing structures on the site in terms of their use, construction type, height, density, and size:

N/A

C. Describe the project site as it presently exists before the project in terms of:

- Site topography:

Existing vacant outparcel previously cleared and rough graded to be fairly level.

- Plant life (existing trees, vegetative cover):

Perimeter trees were planted at the time of shopping center construction.

- Soil conditions:

Geotechnical report forthcoming.

- Historic or cultural resources (if applicable):

N/A

D. Describe the land use and zoning of surrounding properties within 200 feet of project location:

North:

Beach Village Dr. followed by Publix - HC

South:

S.R. 100 (Moody Blvd.)

East:

Beach Village Outparcel - HC

West:

Beach Village Way followed by Outparcel - HC

SITE PLAN REVIEW CHECKLIST

Note: All plans submitted with the application must be folded and stapled to standard notebook size.

1. SURVEY

The survey shall be based on current title work and shall be reflected as such on the survey. The following information is required:

- Angles and bearings, including utility poles catch basins, manholes, fire hydrants and water, sewer lines.
- Natural features (topography: existing and proposed contours and/or spot grades).
- N/A The location of buildings, including the location & size of berms & walls.
- Location of light poles & fire hydrants.
- Location of underground facilities.
- Location of intersections, sidewalks, driveway, curbs and streets.
- Abutting and internal streets and their widths
- Easements and/or dedications with O.R. Books and Page Number provided.
- N/A If site has wetlands, provide applicable permits from outside permitting agencies. Indicate wetlands jurisdiction line and required buffer.
- Provide a tree survey showing location of existing trees. Overlay all existing trees on the site plan.

2. SURROUNDING LAND USE

The following information is required on an aerial photograph of property within 200 ft. of the subject property.

- Identification of land use and zoning.

3. LOCATION MAP

Provide on the cover sheet.

4. SITE PLAN

The following information is required on the site plan:

Note: Drawn to a regular engineering scale (i.e. 1 inch = 10 feet, 1 inch = 20 feet, but no larger than 1 inch = 40 feet) and plotted on a sheet no larger than 24 by 36 inches in size.

- Parcel boundaries and dimensions.
- Title Block:
 1. Development's name
 2. Site address
 3. Scale
 4. North arrow

5. Legend
6. Site Acreage
7. Name and address of the Developer and the designer of the plans.
8. Date
9. Legal Description of subject property.

- Building footprints.
- Dimensions for **all** proposed improvements.
- Street improvements (curb, lane striping, sidewalks, fire hydrants, street lights, etc.).
- Dedicated rights of ways and street names.
- Pedestrian Facilities.
- Points of access in driveways.
- Parking lots, including circulation patterns.
- Walls, fences and retaining walls, including height and materials (on and adjacent to site).
- Dumpster enclosures, including height and screening materials.
- Drainage facilities (on an adjacent to site).
- Minimum setback lines.
- Dimensions between building(s) and all perimeter uses.
- Open space and parks (if applicable).
- Phase lines if the development will be built in stages.
- Site Plan Summary to include:
 - Total site area
 - Indicate pervious/impervious land coverage
 - Required vs. proposed parking spaces

5. BUILDING ELEVATIONS

Building elevations must be drawn for all sides of the building to an architectural scale (1/4 inch = 1 foot is preferred).

- The height of the building is measured from grade to the top of the roof for a flat roof, or from grade to the mean height between the eave and the ridge for pitched roofs.
- Elevations for all sides of all structures as they will appear upon completion.
- Building materials and finishes for all exterior surfaces, including roofs.
- Color of all exterior surfaces, including roofs.

6. WATER, SEWER, PAVING AND DRAINAGE PLANS

Water, sewer, paving and drainage plans and calculations for all parking lots, driveways, and other large paved and unpaved area, and the direction of drainage.

- On-site drainage provisions.
- Delineate retention facilities and disposition of storm water.
- Delineate the direction of drainage flow.

- Location and finished elevation of swales.
- Location of manholes, swales and catch basins.
- TB Delivered* Provide written approval from the St. Johns Water Management District (if applicable).
- Water and sewer availability (application form provided).

7. LANDSCAPE PLAN

Landscape plans must be drawn to the same scale as the site plan. For simple site plans, the landscape plan can be made part of the site plan. All landscape plans must include or show the following information:

- Signed and sealed landscape plans, including detail and specifications on plant material.
- The location, size and species of all proposed plantings.
- Existing trees which are being used to offset landscape requirements.
- Groundcover for all landscaped or disturbed areas.
- Landscaping calculations for parking areas per code.
- TB Provided* Irrigation system, including lines.
- N/A* If applicable, retaining walls with landscape treatment.
- Buffer areas and specific landscape treatment.
- Indicate any overhead power lines.
- Lift stations, dumpsters, and transformer vaults with landscape treatments.

8. SITE LIGHTING PLAN

All lighting plans must include or show the following information:

- The location of all existing and proposed exterior light fixtures (can be included on the landscape plan).
- N/A* Sea Turtle Lighting Standards (if applicable)

9. PRELIMINARY SIGNAGE PLAN

All preliminary signage plans must include or show the following information:

- The location of all existing and proposed signage (can be included on the site plan and/or landscape plan).
- Drawings showing the size, copy, materials, illumination, and general design/layout of all proposed signs.

10. OTHER DESIGN FEATURES (IF APPLICABLE)

- Awnings (material, design and color).
- Address, directory signs.
- N/A* Walkway treatment or pavers.
- Other _____



COMMUNITY DEVELOPMENT DEPARTMENT

Building (386) 986-3780 ♦ Code Enforcement (386) 986-3764 ♦ Planning (386) 986-3736
Construction Management & Engineering (386) 986-3794

April 26, 2016

Ms. Yvonne Paguada, P.E

CPH

Re: Service Availability for Commercial Lot 4 Beach Village-Flagler Beach
City of Palm Coast, Flagler County

This letter confirms that City of Palm Coast is the water service provider to the referenced property in Flagler County, Florida. Enclosed are copies of the system maps of the City's utility system showing existing water mains in the area, as the City believes that they exist, for your use in project design. No representation is made as to the precise location of facilities. It is your responsibility to ensure that utility lines and other facilities are located at locations and in a sufficient condition to meet the requirements of your proposed development and the requirements of the City.

If a main extension is required, the design, permitting, and construction of the extension are your responsibility. Plan review by the City is required for all commercial projects and those projects involving a main extension. Construction must meet City Standards and Specifications. The Standards and Specifications Manual, with Standard Details, is available to you via City web-site or regular mail. All such matters must be memorialized by written city approvals.

When you are ready to proceed, provide all required City application forms, the annexation petition required by section 49-53 (e) of the City Code along with one copy of the FDEP Permit Applications (fax, or include with plan submittal.) The City will redline the Operating Utility information, and return it to you, for you to incorporate onto the Applications. Upon completion, provide the number of completed, signed/sealed original Applications required by FDEP, plus one original for the City's files.

Please note that all applicable fees must be paid to the City, and plans must be stamped "Authorized For Construction," before the FDEP permit applications will be returned for your submittal to FDEP. Upon plan approval, the City will conduct construction inspection. Also, legal documents as necessary to convey the new facilities to the City must be completed and approved by the City, and FDEP/HRS clearance must be received **prior to service** being provided. Sample legal documents will be provided to you by the City to assist you during this phase of the project. The City will implement the annexation petition in accordance with its terms.

If you have any questions please feel free to contact me.

Sincerely,

City of Palm Coast Community Development Department

Irma Velez

Office (386) 986-2355 Fax (386) 986-2393

SUNTRUST

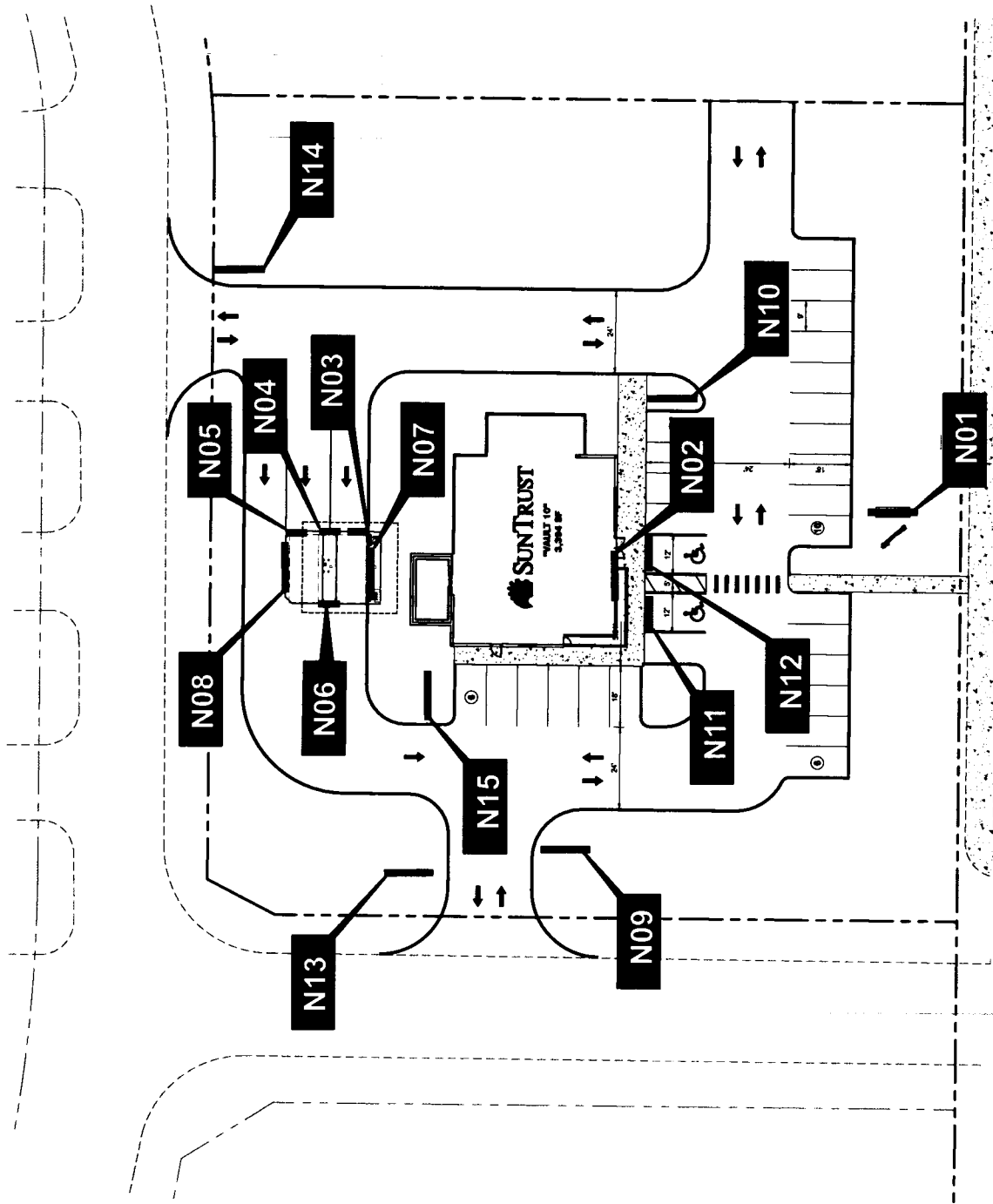
FLAGLER BEACH RELO BRANCH
414 BEACH VILLAGE DRIVE
FLAGLER BEACH, FL 32136

DATE: 07.12.16



Architectural Graphics, Inc.

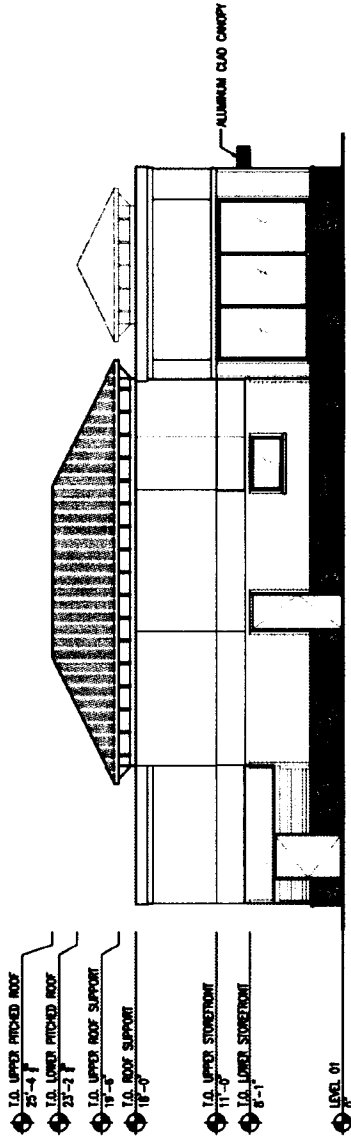
2655 Inter national Pkwy., Virginia Beach, V. A 23462
PHONE: (757) 427-1500 • Fax (757) 430-1297
www.AGISign.com



LOCATION NAME: SunTrust Flagler Beach Relo
 ADDRESS: 414 BeachVillage Drive
 CITY, STATE, ZIP: Flagler Beach, FL 32136

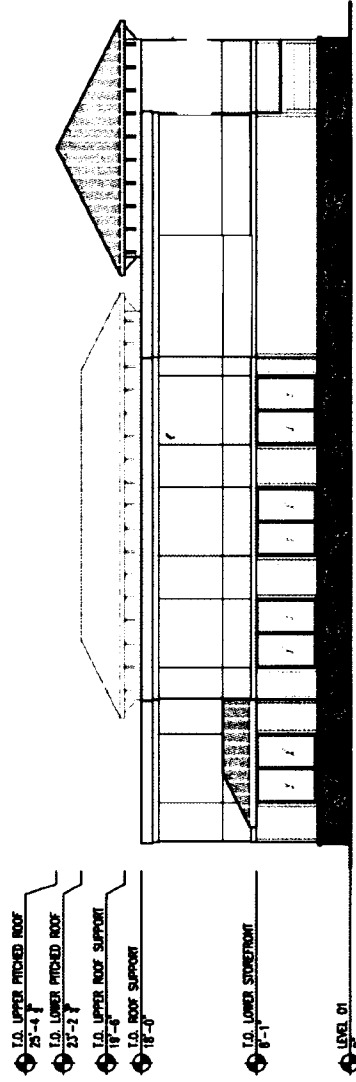
DRAWN BY: J. Gleason
 DATE: 07/12/2016
 REVISION DATE:

APPROVED BY:
 APPROVED DATE:



1 WEST ELEVATION

SCALE: 1/16" = 1'



2 NORTH ELEVATION

SCALE: 1/16" = 1'



LOCATION NAME: SunTrust Flagler Beach Relo

ADDRESS: 414 Beach Village Drive

CITY, STATE, ZIP: Flagler Beach, FL 32136

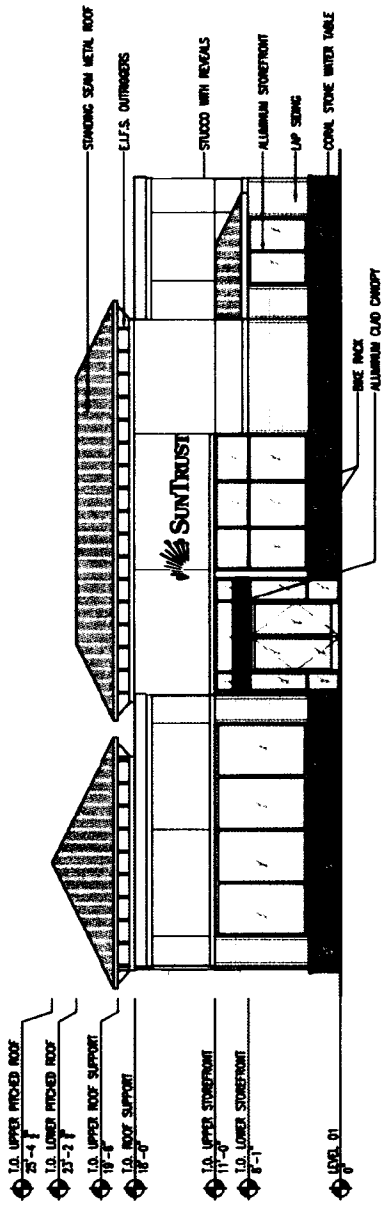
DRAWN BY: J. Gleason

DATE: 07/12/2016

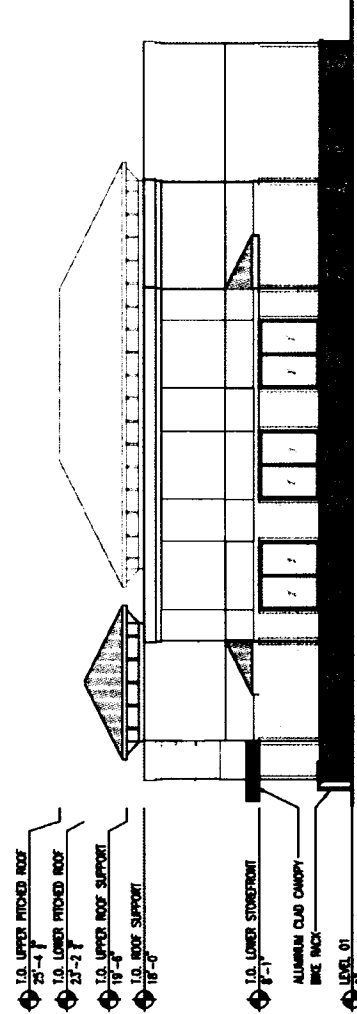
REVISION DATE: _____

APPROVED BY: _____

APPROVED DATE: _____



3 SOUTH ELEVATION
SCALE: 1/16" = 1'



4 EAST ELEVATION
SCALE: 1/16" = 1'

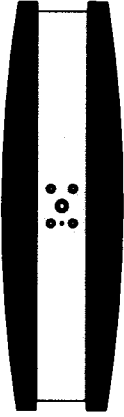


LOCATION NAME: SunTrust Flagler Beach Relo
 ADDRESS: 414 Beach Village Drive
 CITY, STATE, ZIP: Flagler Beach, FL 32136

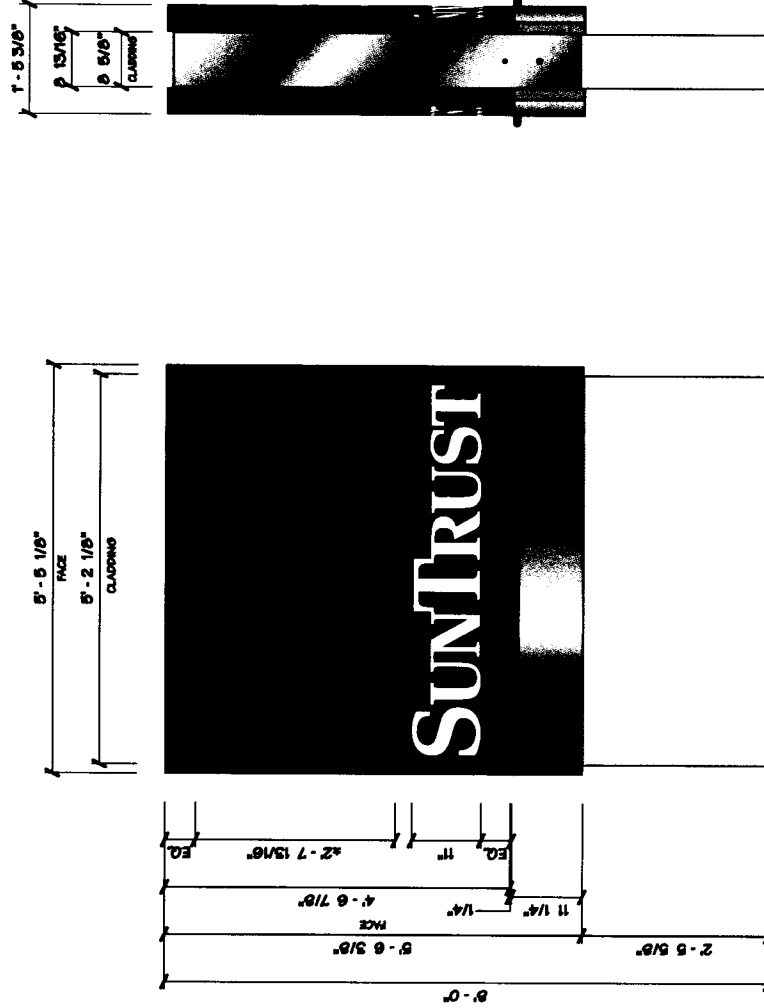
DRAWN BY: J. Gleason
 DATE: 07/12/2016
 REVISION DATE: _____

APPROVED BY: _____
 APPROVED DATE: _____

N01



1 PLAN VIEW
1/2" = 1'-0"



1 FRONT ELEVATION
1/2" = 1'-0"

3 SIDE VIEW
1/2" = 1'-0"

M-30, Qty. 1

LOCATION NAME: SunTrust Flagler Beach Relo

ADDRESS: 414 Beach Village Drive

CITY, STATE, ZIP: Flagler Beach, FL 32136

DRAWN BY: J. Gleason

DATE: 07/12/2016

REVISION DATE:

APPROVED BY:

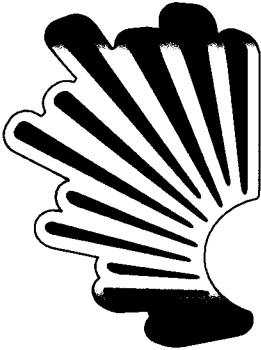
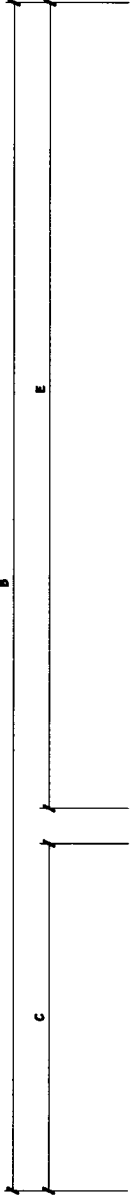
APPROVED DATE:



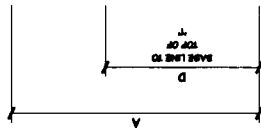
Architectural Graphics, Inc.

265 Main Street, Suite 100, Palm Beach, FL 33480
Phone: (561) 427-1900 Fax: (561) 427-1901
www.AGIsg.com

N02

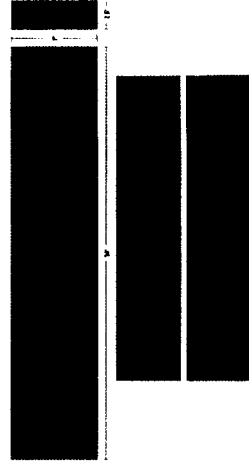


SUNTRUST



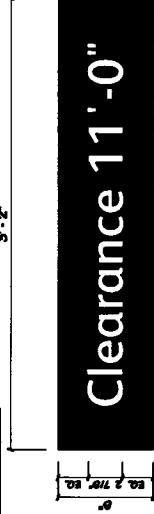
SIGN SIZE	A	B	C	D	E
LIL-19-B	±33"	±153 3/16"	±44"	±20 5/8"	±103 3/4"

N03 & N05



TELLER CONNECT/ATM Qty: 2

N04 & N06



DU-1-W Qty: 2

Clearance 11'-0"

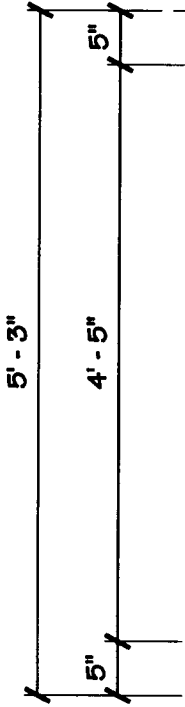
Do Not Enter



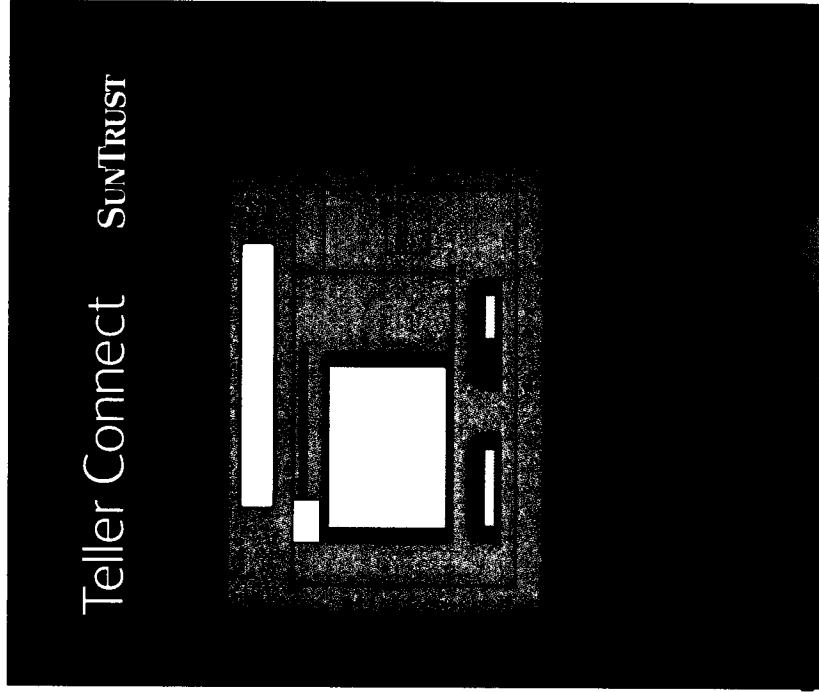
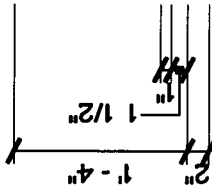
LOCATION NAME: SunTrust Flagler Beach Relo
 ADDRESS: 414 Beach Village Drive
 CITY, STATE, ZIP: Flagler Beach, FL 32136

DRAWN BY: J. Gleason
 DATE: 07/12/2016
 REVISION DATE: _____

APPROVED BY: _____
 APPROVED DATE: _____

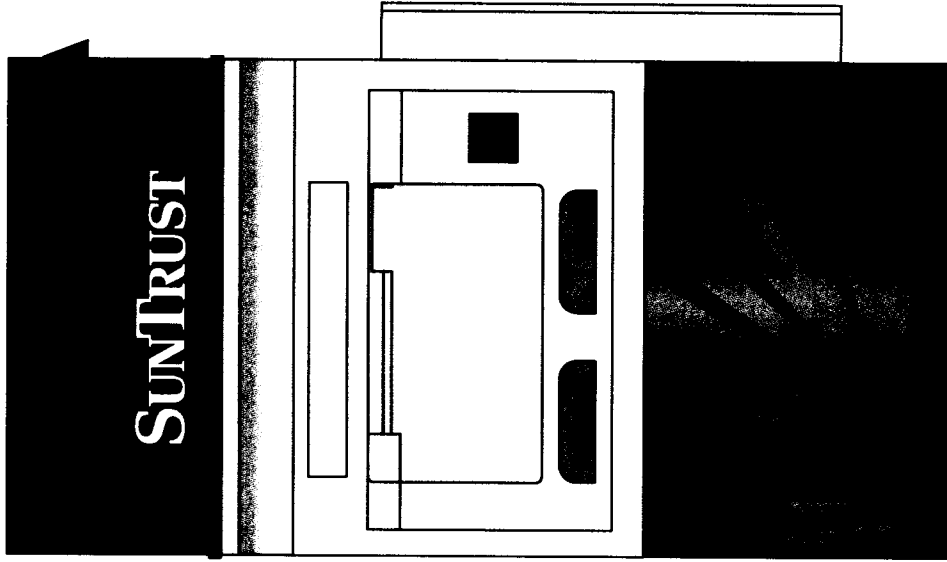
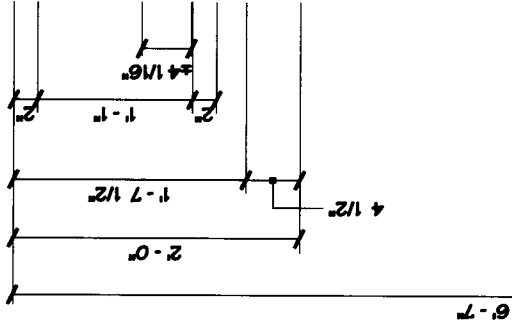


N07



2 FRONT ELEVATION
1 1/2" = 1' - 0"

N08



2 ELEVATION VIEW
ATM-3057/1 3/4" = 1' - 0"

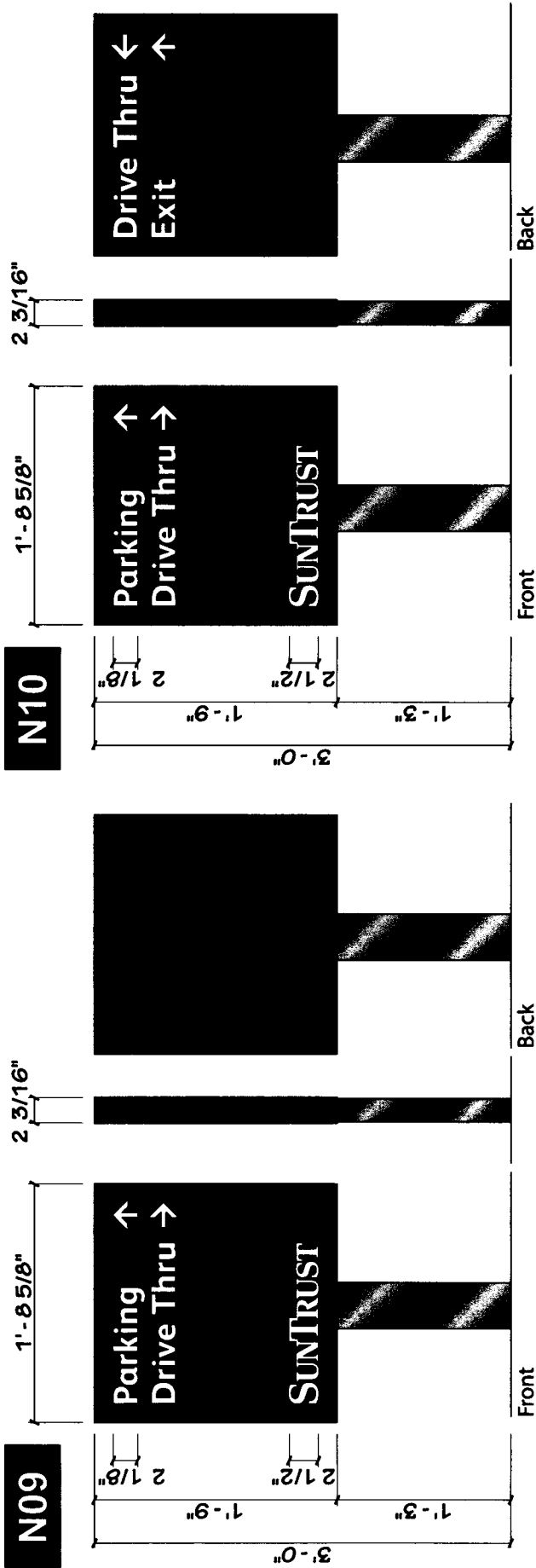


LOCATION NAME: SunTrust Purcellville
 ADDRESS: 160 Purcellville Gateway Dr.
 CITY, STATE, ZIP: Purcellville, VA 20132

DRAWN BY: J. Gleason
 DATE: 07/06/2016
 REVISION DATE: _____

APPROVED BY: _____
 APPROVED DATE: _____





D-3 Qty. 2 TOTAL

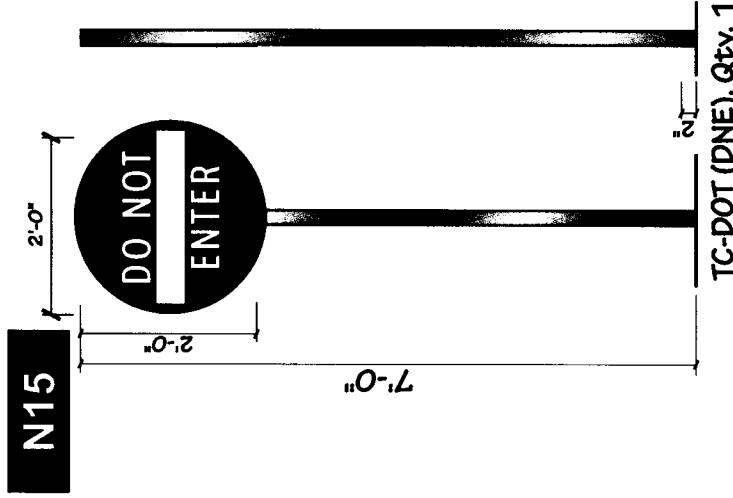
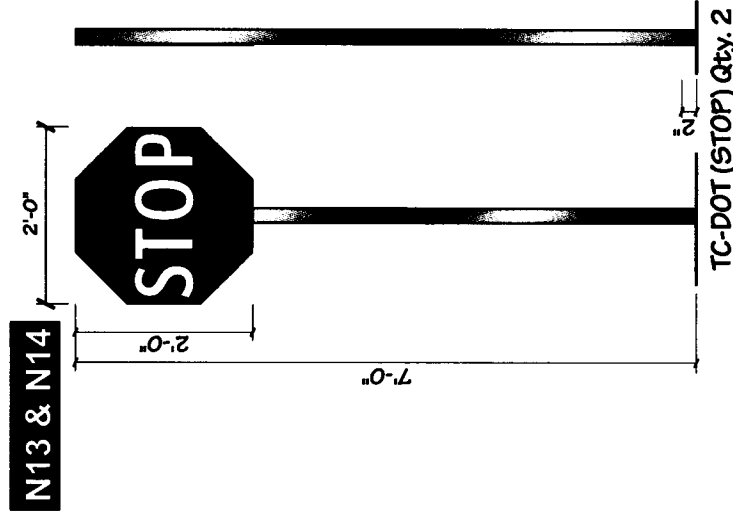
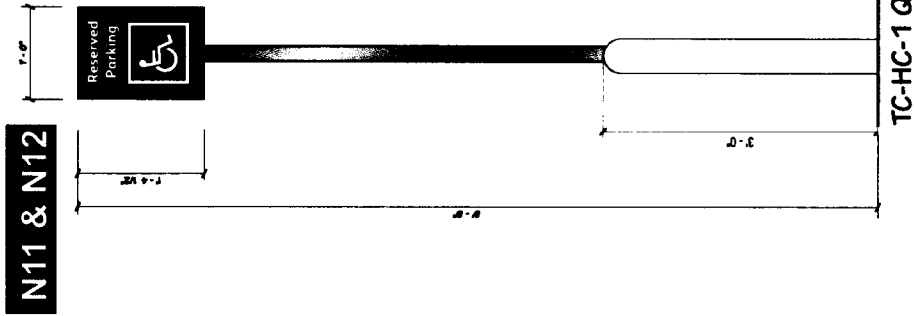


LOCATION NAME: SunTrust Flagler Beach Relo
 ADDRESS: 414 Beach Village Drive
 CITY, STATE, ZIP: Flagler Beach, FL 32136

DRAWN BY: J. Gleason
 DATE: 07/12/2016
 REVISION DATE: _____

APPROVED BY: _____
 APPROVED DATE: _____





LOCATION NAME: SunTrust Flagler Beach Reio
 ADDRESS: 414 Beach Village Drive
 CITY, STATE, ZIP: Flagler Beach, FL 32136

DRAWN BY: J. Gleason
 DATE: 07/12/2016
 REVISION DATE: _____

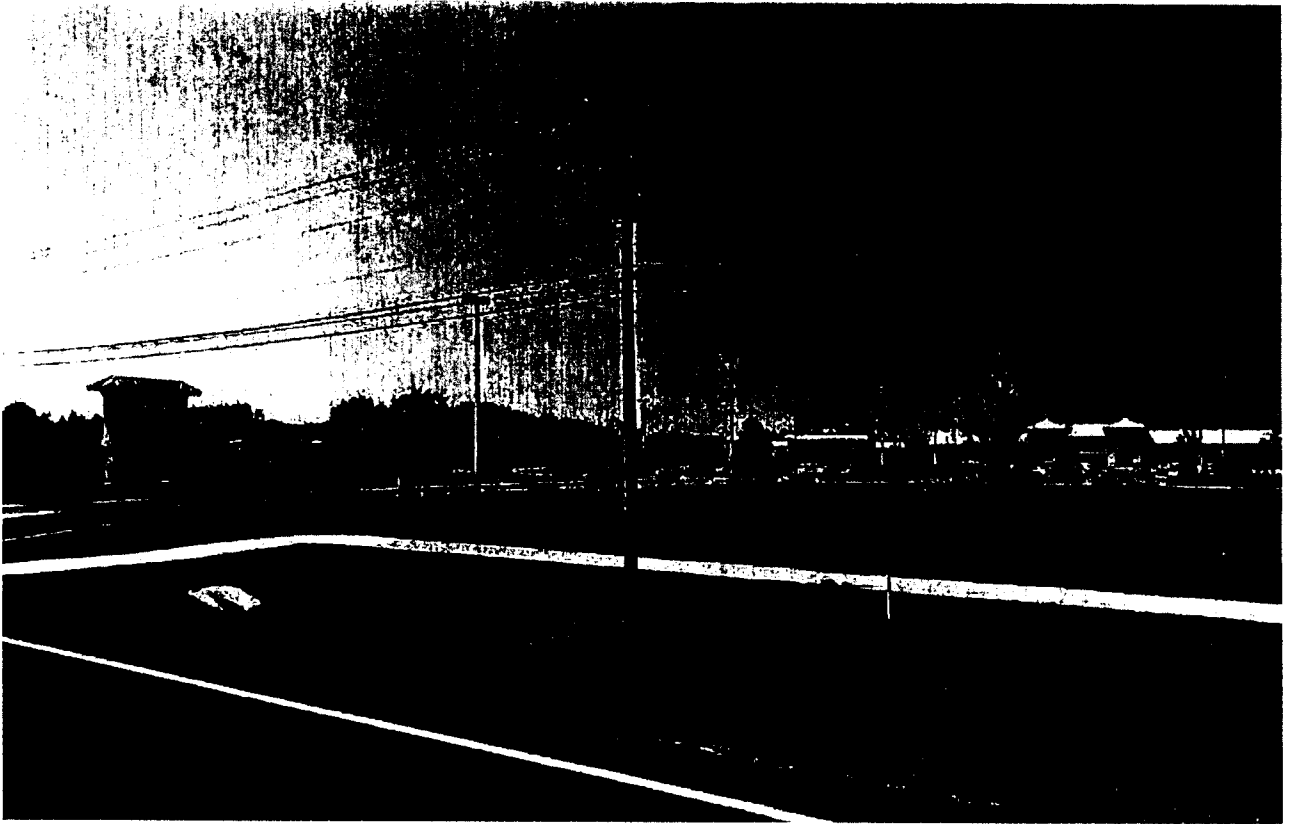
APPROVED BY: _____
 APPROVED DATE: _____



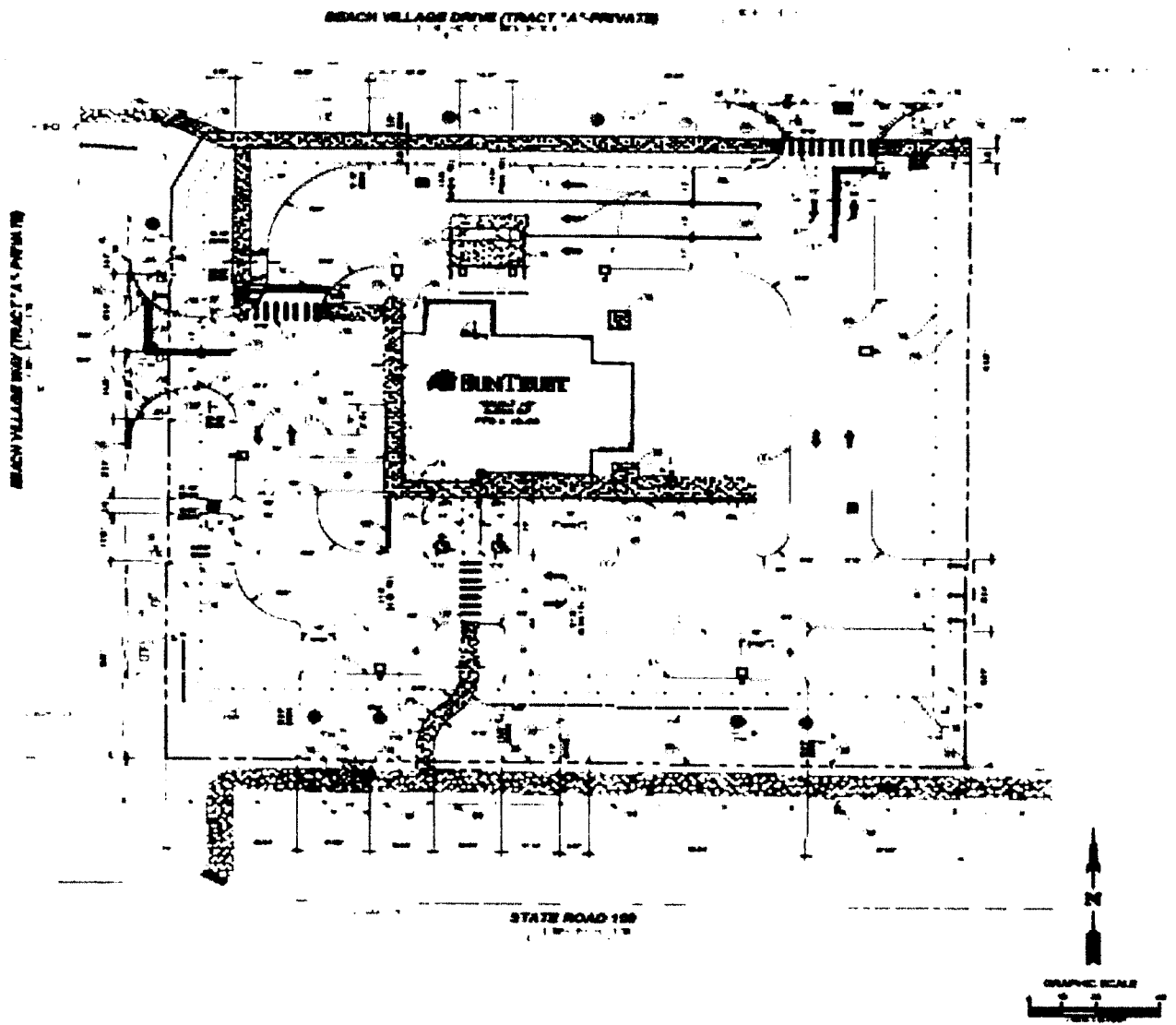
LOCATION MAP



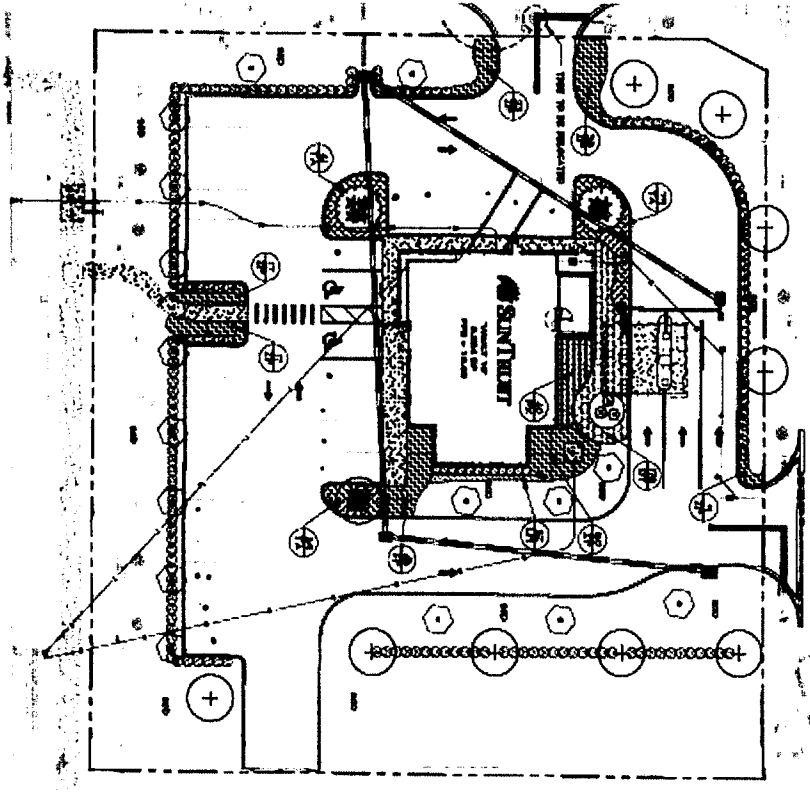
ATTACHMENT #2a



SITE DEVELOPMENT PLAN

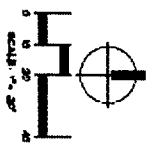


ASBESTOS ABANDONED TRACT 77-0000130



STATE ROAD 100

29
2-HC
27



PLANT LIST

SYMBOL	PLANT NAME	QUANTITY	COMMENTS
1	GRASS MIXTURE	1.00	1.00
2	LIVE OAK	1.00	1.00
3	SHRUB MIXTURE	1.00	1.00
4	EXISTING TREES	1.00	1.00
5	TREES TO BE RELOCATED	1.00	1.00
6	SPRING	1.00	1.00
7	SEWER	1.00	1.00
8	WATER	1.00	1.00
9	STREET LIGHT	1.00	1.00
10	UTILITY	1.00	1.00
11	CONCRETE	1.00	1.00
12	ASPHALT	1.00	1.00
13	PAVEMENT	1.00	1.00
14	LANDSCAPE	1.00	1.00
15	CONSTRUCTION	1.00	1.00
16	UTILITY	1.00	1.00
17	CONSTRUCTION	1.00	1.00
18	UTILITY	1.00	1.00
19	CONSTRUCTION	1.00	1.00
20	UTILITY	1.00	1.00
21	CONSTRUCTION	1.00	1.00
22	UTILITY	1.00	1.00
23	CONSTRUCTION	1.00	1.00
24	UTILITY	1.00	1.00
25	CONSTRUCTION	1.00	1.00
26	UTILITY	1.00	1.00
27	CONSTRUCTION	1.00	1.00
28	UTILITY	1.00	1.00
29	CONSTRUCTION	1.00	1.00
30	UTILITY	1.00	1.00
31	CONSTRUCTION	1.00	1.00
32	UTILITY	1.00	1.00
33	CONSTRUCTION	1.00	1.00
34	UTILITY	1.00	1.00
35	CONSTRUCTION	1.00	1.00
36	UTILITY	1.00	1.00
37	CONSTRUCTION	1.00	1.00
38	UTILITY	1.00	1.00
39	CONSTRUCTION	1.00	1.00
40	UTILITY	1.00	1.00

NOTES:
 1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF TAMPA SPECIFICATIONS FOR CONSTRUCTION.
 2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF TAMPA SPECIFICATIONS FOR CONSTRUCTION.
 3. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF TAMPA SPECIFICATIONS FOR CONSTRUCTION.
 4. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF TAMPA SPECIFICATIONS FOR CONSTRUCTION.
 5. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF TAMPA SPECIFICATIONS FOR CONSTRUCTION.
 6. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF TAMPA SPECIFICATIONS FOR CONSTRUCTION.
 7. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF TAMPA SPECIFICATIONS FOR CONSTRUCTION.
 8. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF TAMPA SPECIFICATIONS FOR CONSTRUCTION.
 9. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF TAMPA SPECIFICATIONS FOR CONSTRUCTION.
 10. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF TAMPA SPECIFICATIONS FOR CONSTRUCTION.
 11. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF TAMPA SPECIFICATIONS FOR CONSTRUCTION.
 12. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF TAMPA SPECIFICATIONS FOR CONSTRUCTION.
 13. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF TAMPA SPECIFICATIONS FOR CONSTRUCTION.
 14. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF TAMPA SPECIFICATIONS FOR CONSTRUCTION.
 15. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF TAMPA SPECIFICATIONS FOR CONSTRUCTION.
 16. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF TAMPA SPECIFICATIONS FOR CONSTRUCTION.
 17. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF TAMPA SPECIFICATIONS FOR CONSTRUCTION.
 18. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF TAMPA SPECIFICATIONS FOR CONSTRUCTION.
 19. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF TAMPA SPECIFICATIONS FOR CONSTRUCTION.
 20. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF TAMPA SPECIFICATIONS FOR CONSTRUCTION.
 21. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF TAMPA SPECIFICATIONS FOR CONSTRUCTION.
 22. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF TAMPA SPECIFICATIONS FOR CONSTRUCTION.
 23. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF TAMPA SPECIFICATIONS FOR CONSTRUCTION.
 24. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF TAMPA SPECIFICATIONS FOR CONSTRUCTION.
 25. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF TAMPA SPECIFICATIONS FOR CONSTRUCTION.
 26. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF TAMPA SPECIFICATIONS FOR CONSTRUCTION.
 27. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF TAMPA SPECIFICATIONS FOR CONSTRUCTION.
 28. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF TAMPA SPECIFICATIONS FOR CONSTRUCTION.
 29. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF TAMPA SPECIFICATIONS FOR CONSTRUCTION.
 30. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF TAMPA SPECIFICATIONS FOR CONSTRUCTION.
 31. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF TAMPA SPECIFICATIONS FOR CONSTRUCTION.
 32. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF TAMPA SPECIFICATIONS FOR CONSTRUCTION.
 33. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF TAMPA SPECIFICATIONS FOR CONSTRUCTION.
 34. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF TAMPA SPECIFICATIONS FOR CONSTRUCTION.
 35. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF TAMPA SPECIFICATIONS FOR CONSTRUCTION.
 36. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF TAMPA SPECIFICATIONS FOR CONSTRUCTION.
 37. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF TAMPA SPECIFICATIONS FOR CONSTRUCTION.
 38. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF TAMPA SPECIFICATIONS FOR CONSTRUCTION.
 39. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF TAMPA SPECIFICATIONS FOR CONSTRUCTION.
 40. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF TAMPA SPECIFICATIONS FOR CONSTRUCTION.

Traffic Impact Statement
For Submittal to City of Flagler Beach

SunTrust Bank # 513350
2410 STATE ROAD 100, 32136
CITY OF FLAGLER BEACH /FLORIDA

Prepared for:
SunTrust Real Estate Corp

June 2016



Engineers
Planners
Landscape Architects
Surveyors
Construction Management
Design/Build

Certificate of Authorization No. 00003215

5601 Mariner Street
Suite 105
Tampa, FL 33609
Tel: (813) 288-0233
Fax: (813) 288-0433
Contact: Sandra Gorman

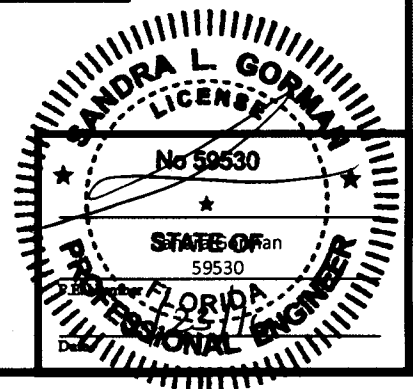


TABLE OF CONTENTS

Executive Summary.....	1
Introduction.....	2
Project Impacts.....	5
Project Trip Generation	5
Trip Distribution and Assignment.....	5
Roadway Analysis.....	8
Site Access Analysis.....	10
Conclusions.....	11

LIST OF TABLES

Table 1 – ITE Trip Generation.....	5
Table 2 – Adjacent Roadway Level of Service	9
Table 3 – Driveway Level of Service.....	10

LIST OF FIGURES

Figure 1 – Site Location Map.....	3
Figure 2 – Site Plan.....	4
Figure 3 –Project Traffic Assignment.....	6
Figure 4 –Total Traffic Condition.....	7

LIST OF APPENDICES

APPENDIX A	TRAFFIC COUNTS
APPENDIX B	TRIP GENERATION
APPENDIX C	TRIP DISTRIBUTION
APPENDIX D	TURNING MOVEMENT COUNT WORKSHEETS
APPENDIX E	HCS DRIVEWAY ANALYSIS
APPENDIX F	FLAGLER COUNTY COMPREHENSIVE PLAN

Executive Summary

A new 3,394 square foot SunTrust Bank is proposed to be developed on the north side of Highway 100, south of Beach Village Drive in the City of Flagler Beach, Florida. CPH has prepared a Traffic Impact Statement for submittal to the City of Flagler Beach to address the impacts of the project.

Access to the project is proposed through two existing driveways including one driveway located on State Road 100 (Highway 100) and one on Roberts Road.

The project is anticipated to generate an 82 PM peak hour driveway trips (41 entering/41 exiting). Based upon the driveway analysis, all driveways are anticipated to continue to operate at acceptable levels of service with addition of the project.

Introduction

A new 3,394 square foot SunTrust Bank is proposed to be developed on the north side of Highway 100, south of Beach Village Drive in the City of Flagler Beach, Florida. The new SunTrust Bank will be connected to Highway 100 through Beach Village way.

Figure 1 illustrates the project location and **Figure 2** is a site plan of the proposed development.

Access to the project is proposed through two existing driveways including one driveway located on State Road 100 (Highway 100) and one on Roberts Road.

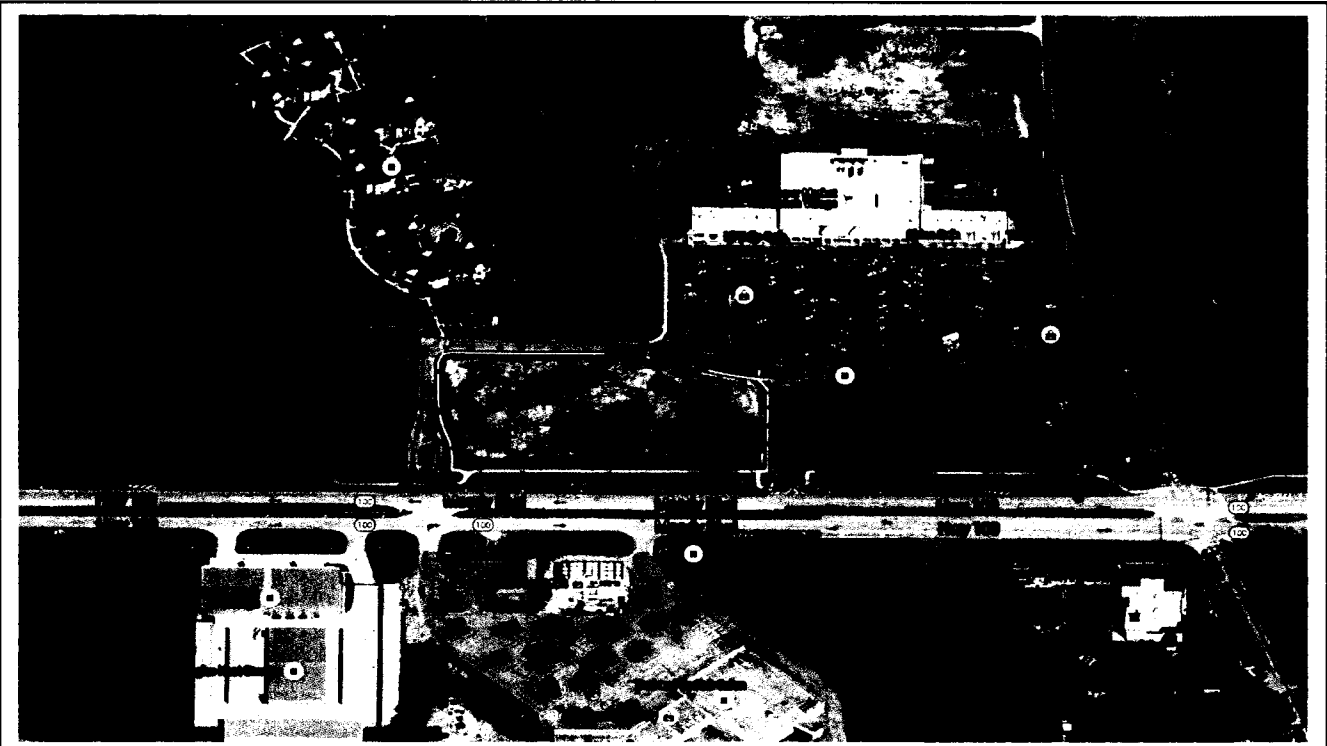
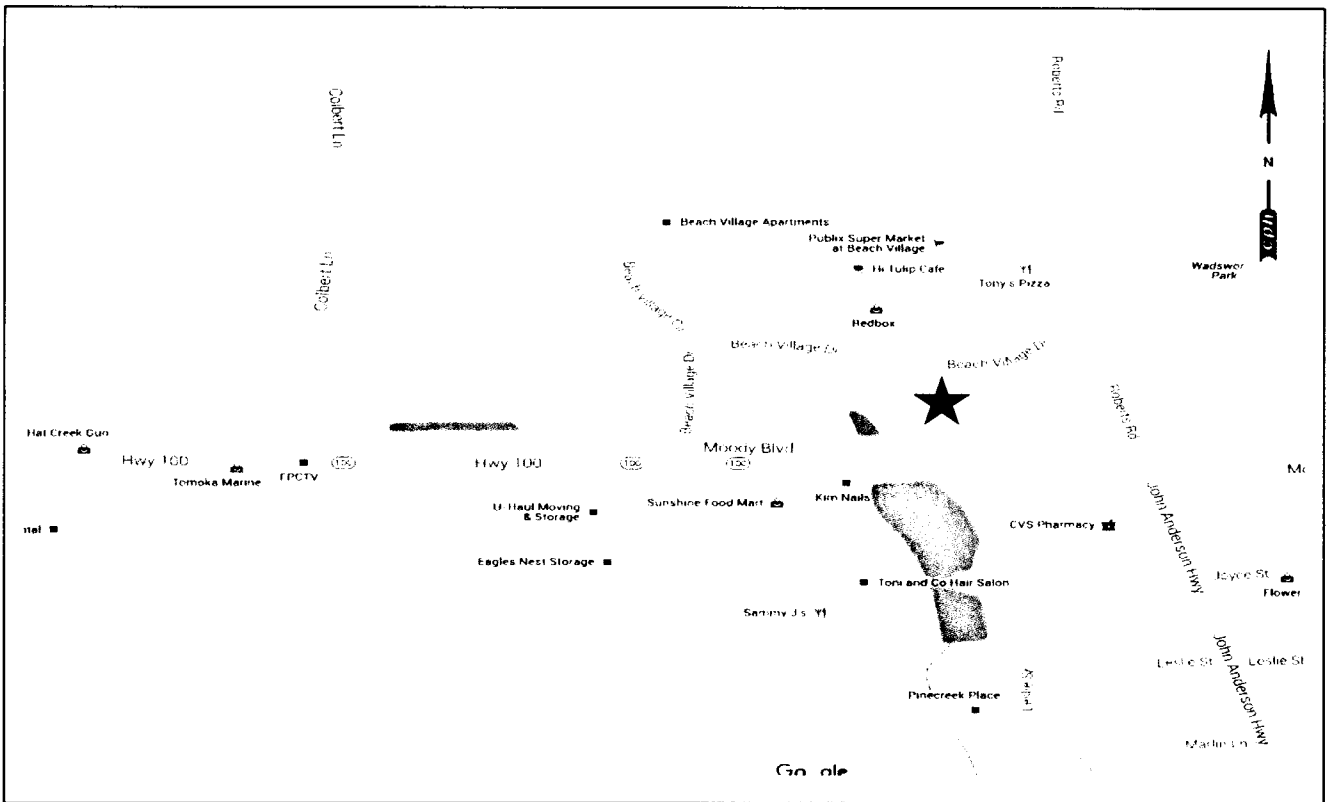


Figure 1
SunTrust Bank
Site Location Map
City of Flagler Beach, Florida

cph **Engineers**
Planners
Landscape Architects
Surveyors
Construction Management
Design/Build
www.cphengineers.com

Project Impacts

Project Trip Generation

The land use description used to determine trip generation potential for the project was based upon the Institute of Transportation Engineers (ITE) Trip Generation, 9th Edition. ITE Land Use Codes 912 – Drive-in Bank was used in the analysis. Pass-By Capture was calculated using the methods outlined in the ITE Trip Generation Handbook. Internal Capture was not applicable in this analysis.

Table 1 summarizes the trip generation estimated for the project, and detailed worksheets from the OTISS Traffic Analysis Software are included in the Appendix. .

Table 1 - ITE Trip Generation

Scenario	Land Use	Size	Weekday			Weekday, Peak Hour of Adjacent Street Traffic, One Hour Between 4 and 6 p.m.		
			Entry	Exit	Total	Entry	Exit	Total
Proposed SunTrust Bank	912 – Drive-in Bank	3,394 Square Feet	251	251	502	41	41	82
		Pass By	-118	-118	-236	-19	-20	-39
		Net Trips	133	133	266	22	21	43

Trip Distribution and Assignment

Project traffic was distributed based upon the observed traffic patterns in the area.

Figure 3 illustrates the project traffic assignment and **Figure 4** demonstrates the total traffic volumes.

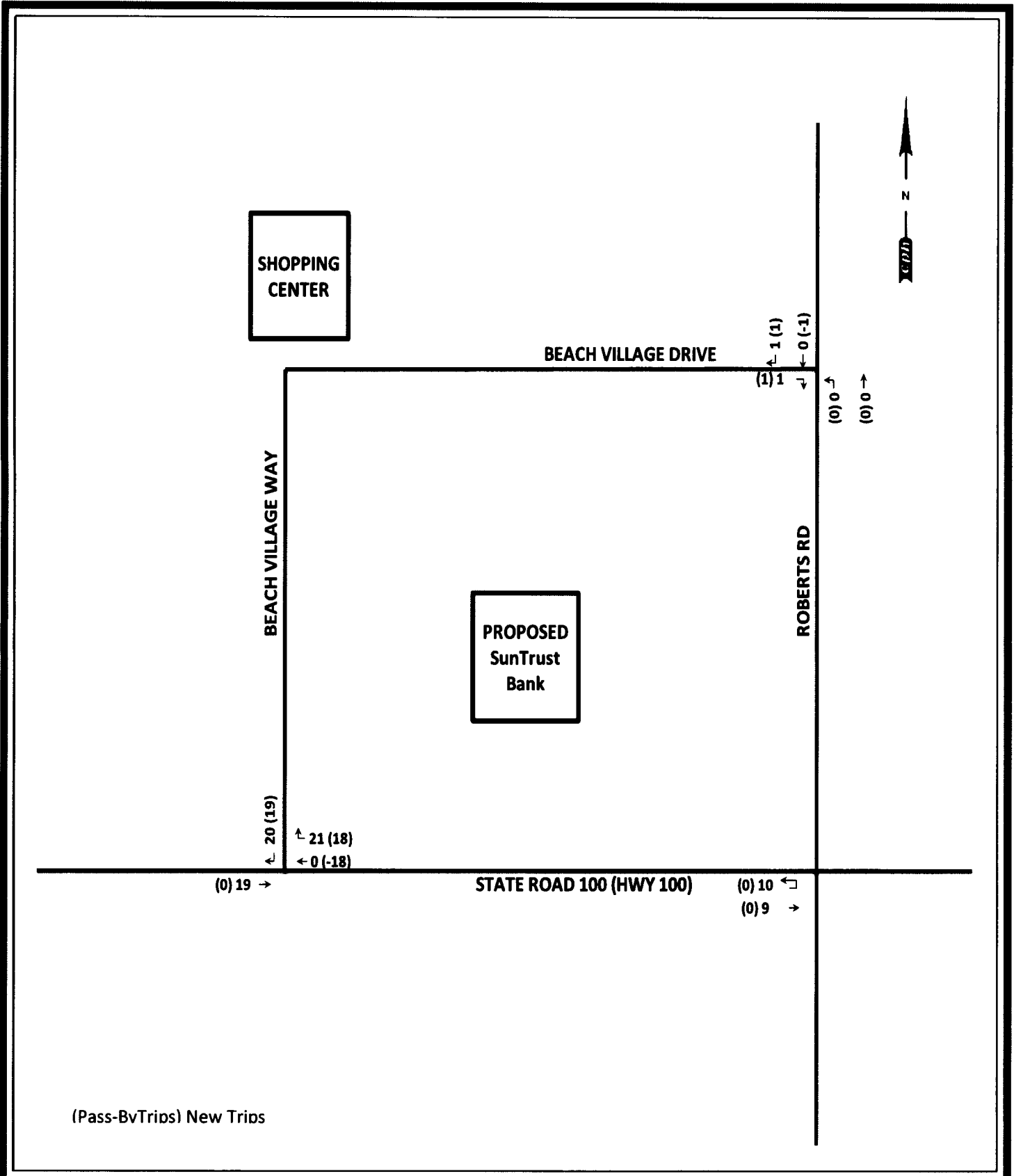


Figure 3
SunTrust Bank
Flagler Beach, Florida
PM Peak Hour Project Traffic Assignment



Engineers
Planners
Landscape Architects
Surveyors
Construction Management
Design/Build
www.cphengineers.com

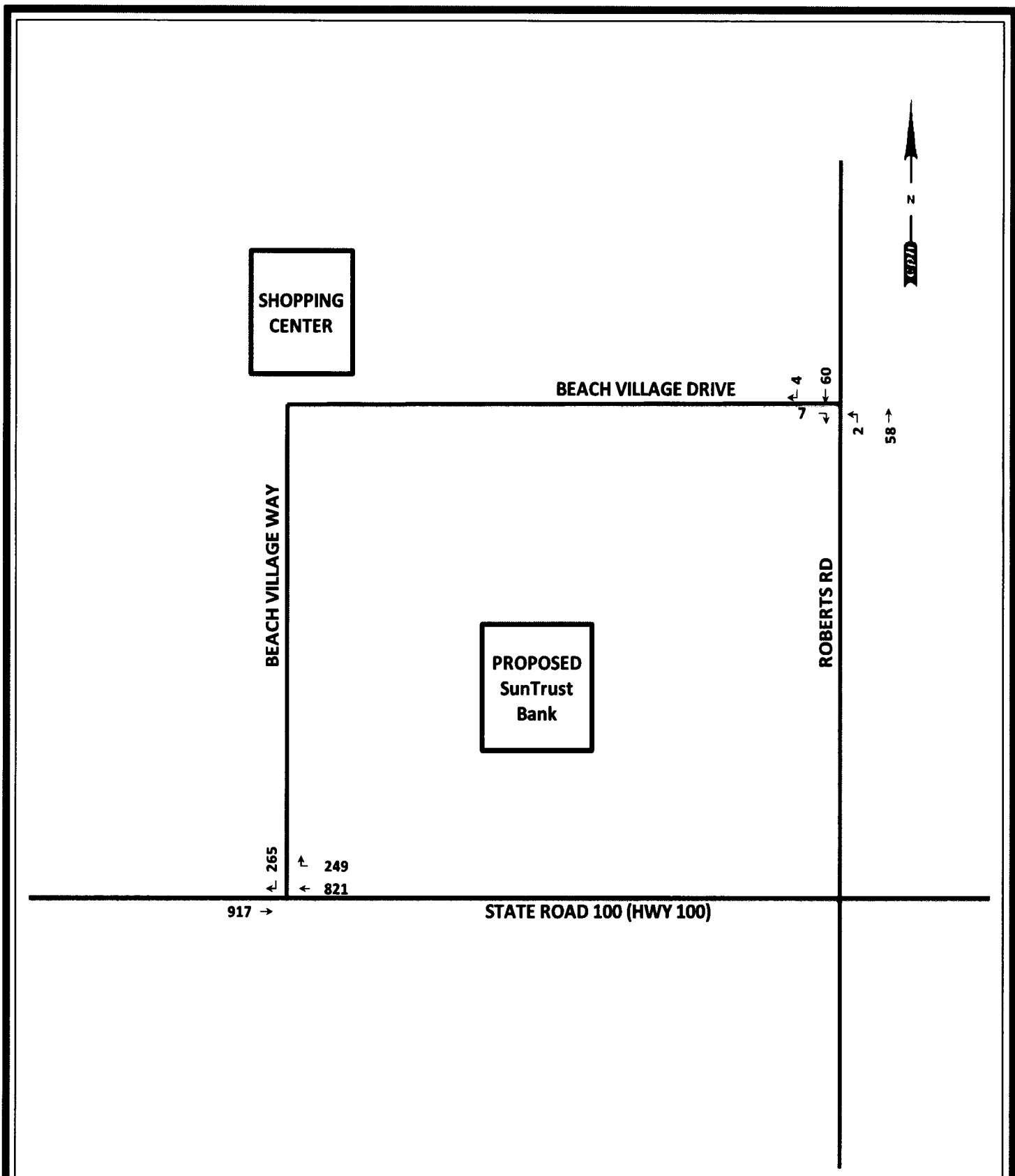


Figure 4
SunTrust Bank
Flagler Beach, Florida
PM Peak Hour Total Traffic Volumes



Engineers
 Planners
 Landscape Architects
 Surveyors
 Construction Management
 Design/Build
www.cphinc.com

Roadway Analysis

General planning analysis was performed using the methodology presented in the Flagler County Comprehensive Plan 2010-2035 to determine whether the adjacent roadways will continue to operate at acceptable levels of service. Generalized analysis indicates acceptable levels of service for the adjacent roadway with the addition of the project.

Table 2 summarizes the adjacent roadway analysis

Table 2 - Adjacent Roadway Level of Service

Roadway	From	To	Number of Lanes	LOS Standard	LOS Standard Service Volume	Existing Condition			Background Condition				Future Condition			
						2010 Volume	v/c Ratio	LOS	2% Growth	2017 Volume	v/c Ratio	LOS	Project Traffic	Future Volume	v/c Ratio	LOS
Moody Boulevard	Colbert Lane	Flagler Beach City Limits	4-D	D	33,800	17,460	0.54	B	1069	18,529	0.55	B	502	19,031	0.56	B

Site Access Analysis

HCS intersection analysis was performed for each of the project driveways and indicated that project driveways are anticipated to operate at acceptable levels of service with addition of the project traffic.

Table 3 summarizes the driveway analysis.

Table 3- Driveway Level of Service

Intersection	Direction	PM Peak Hour LOS
Beach Village Way & State Road 100 (Hwy 100)	SBR	C
Beach Village Drive & Roberts Road	EBR	A

Conclusion

A new 3,394 square foot SunTrust Bank is proposed to be developed on the north side of Highway 100, south of Beach Village Drive in the City of Flagler Beach, Florida. CPH has prepared a Traffic Impact Statement for submittal to the City of Flagler Beach to address the impacts of the project.

Access to the project is proposed through two existing driveways including one driveway located on State Road 100 (Highway 100) and one on Roberts Road. Based upon the analysis, all driveways and area roadways are anticipated to continue to operate at acceptable levels of service with the addition of the proposed project.

APPENDIX

- APPENDIX A TRAFFIC COUNTS
- APPENDIX B TRIP GENERATION
- APPENDIX C TRIP DISTRIBUTION
- APPENDIX D TURNING MOVEMENT COUNT WORKSHEETS
- APPENDIX E HCS DRIVEWAY ANALYSIS
- APPENDIX F FLAGLER COUNTY COMPREHENSIVE PLAN

APPENDIX A TRAFFIC COUNTS

FLORIDA DEPARTMENT OF TRANSPORTATION
 TRANSPORTATION STATISTICS OFFICE
 2014 HISTORICAL AADT REPORT

COUNTY: 73 - FLAGLER

SITE: 0335 - SR-100, 1500' E OF OLD KINGS ROAD, FLAGLER CO.

YEAR	AADT	DIRECTION 1	DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
2014	18908 C	E 9608	W 9300	9.00	52.30	3.60
2013	18804 C	E 9591	W 9213	9.00	52.30	3.50
2012	18363 C	E 9390	W 8973	9.00	52.50	3.30
2011	17998 C	E 9207	W 8791	9.00	52.90	3.20
2010	17306 C	E 8865	W 8441	9.86	53.13	3.50
2009	16723 C	E 8559	W 8164	9.96	52.89	3.80
2008	15477 C	E 7898	W 7579	9.79	53.31	4.20
2007	16061 C	E 8193	W 7868	9.74	52.25	5.00
2006	17100 C	E 8751	W 8349	10.05	52.90	5.40
2005	16758 C	E 8571	W 8187	9.90	52.00	5.50
2004	16357 C	E 8256	W 8101	9.80	53.60	3.70
2003	16416 C	E 8337	W 8079	9.80	53.60	3.70
2002	15109 C	E 7508	W 7601	9.90	52.00	2.60
2001	14199 C	E 7046	W 7153	10.40	51.00	2.30
2000	13804 C	E 6865	W 6939	10.40	51.60	2.50
1999	12655 C	E 6300	W 6355	9.80	55.00	2.60

AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
 S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; F = FOURTH YEAR ESTIMATE
 V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN
 *K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

FLORIDA DEPARTMENT OF TRANSPORTATION
 TRANSPORTATION STATISTICS OFFICE
 2014 HISTORICAL AADT REPORT

COUNTY: 73 - FLAGLER

SITE: 1000 - ON SR-100, 0.057 MI. E OF CR-201 (RVL)

YEAR	AADT	DIRECTION 1	DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR	
2014	18500	C	E 9700	W 8800	9.00	62.50	5.00
2013	17300	C	E 9000	W 8300	9.00	60.70	4.70
2012	16300	C	E 8500	W 7800	9.00	60.90	4.30
2011	16700	C	E 8700	W 8000	9.00	61.50	4.60
2010	16400	C	E 8600	W 7800	9.79	57.48	4.70
2009	17400	C	E 9200	W 8200	10.15	58.20	4.40
2008	16600	F	E 8700	W 7900	10.39	60.51	5.60
2007	16900	C	E 8900	W 8000	9.41	60.67	6.10
2006	17000	C	E 8900	W 8100	9.99	57.72	6.70
2005	18000	C	E 9500	W 8500	10.50	56.60	5.50
2004	17100	C	E 9000	W 8100	10.20	60.00	6.80
2003	16900	C	E 8800	W 8100	10.20	57.20	6.20
2002	15900	C	E 7900	W 8000	9.60	55.60	4.20
2001	15500	C	E 7700	W 7800	10.60	54.60	2.70
2000	12900	C	E 6200	W 6700	9.80	58.50	4.00

AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
 S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; F = FOURTH YEAR ESTIMATE
 V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN
 *K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

COUNTY: 73
 STATION: 1000
 DESCRIPTION: ON SR-100, 0.057 MI. E OF CR-201 (RVL)
 START DATE: 04/22/2014
 START TIME: 0945

TIME	DIRECTION: E				DIRECTION: W				COMBINED TOTAL		
	1ST	2ND	3RD	4TH	TOTAL	1ST	2ND	3RD		4TH	TOTAL
0000	17	11	7	7	42	10	11	12	4	37	79
0100	3	6	2	6	17	4	8	4	7	23	40
0200	8	4	4	4	20	8	5	7	4	24	44
0300	4	2	4	2	12	5	4	7	1	17	29
0400	2	0	7	3	12	1	8	21	18	48	60
0500	8	13	20	28	69	13	14	26	28	81	150
0600	20	38	63	57	178	36	40	68	87	231	409
0700	58	102	114	122	396	89	89	152	130	460	856
0800	135	141	149	216	641	135	109	129	116	489	1130
0900	163	152	161	189	665	124	139	122	135	520	1185
1000	148	155	157	171	631	142	141	157	164	604	1235
1100	185	223	228	226	862	118	141	136	151	546	1408
1200	192	187	212	209	800	163	176	156	188	683	1483
1300	191	204	174	196	765	179	188	186	195	748	1513
1400	154	187	164	193	698	184	181	202	172	739	1437
1500	198	200	226	205	829	205	207	189	177	778	1607
1600	184	204	225	234	847	172	183	181	169	705	1552
1700	195	201	206	190	792	180	203	165	146	694	1486
1800	188	149	146	148	631	130	141	104	128	503	1134
1900	121	121	95	96	433	103	101	106	110	420	853
2000	96	81	79	76	332	112	81	85	74	352	684
2100	71	53	42	37	203	79	48	41	43	211	414
2200	31	33	29	21	114	38	44	25	23	130	244
2300	22	25	14	16	77	31	33	16	11	91	168
24-HOUR TOTALS:					10066					9134	19200

PEAK VOLUME INFORMATION

DIRECTION: E		DIRECTION: W		COMBINED DIRECTIONS	
hour	volume	hour	volume	hour	volume
A.M. 845	692	730	526	845	1193
P.M. 1615	858	1430	786	1500	1607
DAILY 1115	869	1430	786	1500	1607

COUNTY: 73
 STATION: 1000
 DESCRIPTION: ON SR-100, 0.057 MI. E OF CR-201 (RVL)
 START DATE: 04/23/2014
 START TIME: 0945

TIME	DIRECTION: E				DIRECTION: W				COMBINED TOTAL		
	1ST	2ND	3RD	4TH	TOTAL	1ST	2ND	3RD		4TH	TOTAL
0000	11	10	7	5	33	14	9	5	4	32	65
0100	7	3	6	4	20	10	2	10	6	28	48
0200	6	2	7	2	17	6	4	2	3	15	32
0300	2	6	4	1	13	5	2	3	5	15	28
0400	3	5	8	8	24	6	5	17	11	39	63
0500	10	9	17	21	57	4	19	28	27	78	135
0600	13	37	51	52	153	35	35	67	56	193	346
0700	51	81	116	117	365	88	91	146	124	449	814
0800	156	136	175	192	659	111	138	145	140	534	1193
0900	165	154	148	192	659	128	130	145	149	552	1211
1000	174	180	169	173	696	140	157	167	122	586	1282
1100	182	209	230	244	865	164	153	136	153	606	1471
1200	228	188	211	232	859	157	168	180	175	680	1539
1300	205	201	197	160	763	196	165	187	189	737	1500
1400	202	164	219	174	759	196	195	177	196	764	1523
1500	170	198	223	210	801	230	173	198	186	787	1588
1600	181	211	186	204	782	162	197	166	156	681	1463
1700	194	222	229	213	858	181	172	152	133	638	1496
1800	196	171	180	140	687	149	149	129	120	547	1234
1900	123	131	114	118	486	127	122	113	112	474	960
2000	98	102	75	56	331	140	98	84	91	413	744
2100	52	53	54	47	206	81	58	61	47	247	453
2200	52	41	23	24	140	38	49	24	18	129	269
2300	24	22	24	18	88	26	25	23	21	95	183
24-HOUR TOTALS:					10321					9319	19640

PEAK VOLUME INFORMATION

DIRECTION: E		DIRECTION: W		COMBINED DIRECTIONS	
HOURLY	VOLUME	HOURLY	VOLUME	HOURLY	VOLUME
A.M.	830	815	551	830	1229
P.M.	1715	1415	798	1500	1588
DAILY	1115	1415	798	1500	1588

FLORIDA DEPARTMENT OF TRANSPORTATION
 TRANSPORTATION STATISTICS OFFICE
 2014 HISTORICAL AADT REPORT

COUNTY: 73 - FLAGLER

SITE: 8030 - JOHN ANDERSON, N OF VOLUSIA COUNTY LINE - OFF SYSTEM

YEAR	AADT	DIRECTION 1	DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
2014	950 C	N 450	S 500	9.50	62.50	7.00
2013	800 C	N 400	S 400	9.50	60.70	6.60
2012	950 F	0	0	9.50	60.90	6.20
2011	950 C	N 0	S 0	9.50	61.50	6.50

AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
 S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; F = FOURTH YEAR ESTIMATE
 V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN
 *K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

COUNTY: 73
 STATION: 8030
 DESCRIPTION: JOHN ANDERSON, N OF VOLUSIA COUNTY LINE - OFF SYST
 START DATE: 12/02/2014
 START TIME: 1930

TIME	DIRECTION: N				DIRECTION: S				COMBINED TOTAL		
	1ST	2ND	3RD	4TH	TOTAL	1ST	2ND	3RD		4TH	TOTAL
0000	1	0	1	0	2	0	0	0	0	0	
0100	0	0	0	0	0	0	0	1	0	1	
0200	0	0	0	0	0	0	1	0	0	1	
0300	0	0	0	0	0	0	0	0	1	1	
0400	0	0	1	0	1	0	1	3	0	4	
0500	0	2	0	1	3	0	0	2	0	5	
0600	0	0	1	3	4	7	2	3	7	19	
0700	1	3	4	6	14	10	8	11	11	40	
0800	3	7	13	10	33	10	12	12	11	45	
0900	6	2	5	7	20	9	8	12	6	35	
1000	3	7	14	8	32	9	12	6	2	29	
1100	6	9	8	9	32	6	12	10	6	34	
1200	4	11	10	12	37	9	10	9	9	37	
1300	8	12	10	12	42	6	16	9	13	44	
1400	9	9	11	11	40	10	11	13	13	47	
1500	15	7	15	16	53	8	23	5	1	37	
1600	4	15	12	16	47	14	9	8	10	41	
1700	12	13	10	9	44	10	12	13	8	43	
1800	6	8	3	8	25	6	4	6	2	18	
1900	6	0	2	2	10	5	5	5	0	15	
2000	2	4	3	4	13	3	0	2	0	5	
2100	2	4	5	3	14	2	1	2	0	5	
2200	2	1	1	1	5	0	1	2	2	5	
2300	1	1	0	0	2	0	1	0	0	1	
24-HOUR TOTALS:					473					511	984

PEAK VOLUME INFORMATION

DIRECTION: N		DIRECTION: S		COMBINED DIRECTIONS	
HOURLY	VOLUME	HOURLY	VOLUME	HOURLY	VOLUME
A.M.	815	745	45	815	80
P.M.	1615	1430	57	1430	101
DAILY	1615	1430	57	1430	101

COUNTY: 73
 STATION: 8030
 DESCRIPTION: JOHN ANDERSON, N OF VOLUSIA COUNTY LINE - OFF SYST
 START DATE: 12/03/2014
 START TIME: 1930

TIME	DIRECTION: N				DIRECTION: S				COMBINED TOTAL		
	1ST	2ND	3RD	4TH	TOTAL	1ST	2ND	3RD		4TH	TOTAL
0000	0	0	1	0	1	0	0	0	0	0	
0100	0	0	0	0	0	0	0	0	0	0	
0200	0	0	0	0	0	1	1	0	0	2	
0300	0	0	0	0	0	0	0	2	1	3	
0400	1	0	2	0	3	0	1	1	0	5	
0500	0	0	0	0	0	3	0	0	2	5	
0600	1	1	3	7	12	2	5	7	7	33	
0700	4	3	10	6	23	8	9	11	10	61	
0800	6	5	8	5	24	11	11	13	14	73	
0900	9	4	5	4	22	5	5	6	4	42	
1000	3	7	0	10	20	10	10	13	9	62	
1100	9	7	15	4	35	6	12	6	14	73	
1200	12	9	11	9	41	7	16	6	9	79	
1300	5	7	8	3	23	7	7	6	4	47	
1400	13	10	6	10	39	8	9	11	6	73	
1500	14	15	12	13	54	2	10	16	12	94	
1600	13	14	10	13	50	11	14	11	16	102	
1700	11	11	8	8	38	13	16	11	9	87	
1800	9	6	10	13	38	5	8	2	5	58	
1900	4	4	6	5	19	3	6	1	2	31	
2000	9	1	2	1	13	0	4	0	1	18	
2100	4	1	0	0	5	1	0	1	1	8	
2200	1	0	0	0	1	0	2	0	2	5	
2300	1	3	0	0	4	0	1	0	1	6	
24-HOUR TOTALS:					465					503	968

PEAK VOLUME INFORMATION

DIRECTION: N		DIRECTION: S		COMBINED DIRECTIONS	
HOURLY VOLUME	HOURLY VOLUME	HOURLY VOLUME	HOURLY VOLUME	HOURLY VOLUME	HOURLY VOLUME
730	27	800	49	800	73
1500	54	1630	56	1530	105
DAILY	54	1630	56	1530	105

APPENDIX B TRIP GENERATION

PROPOSED SUNTRUST TRIP GENERATION

PERIOD SETTING

Analysis Name : Weekday, Peak Hour of Adjacent Street Traffic, One Hour Between 4 and 6 p.m.
Project Name : SunTrust Bank City of Flalger No : Beach Proposed
Date: 6/2/2016 **City:** Flalger Beach
State/Province: Florida **Zip/Postal Code:**
Country: **Client Name:** SunTrust
Analyst's Name: MK **Edition:** ITE-TGM 9th Edition

Land Use	Independent Variable	Size	Time Period	Method	Entry	Exit	Total
912 - Drive-in Bank	1000 Sq. Feet Gross Floor Area	3.39	Weekday, Peak Hour of Adjacent Street Traffic, One Hour Between 4 and 6 p.m.	Average 24.3	41 50%	41 50%	82

TRAFFIC REDUCTIONS

Land Use	Entry Reduction	Adjusted Entry	Exit Reduction	Adjusted Exit
912 - Drive-in Bank	0 %	41	0 %	41

EXTERNAL TRIPS

Land Use	External Trips	Pass-by%	Pass-by Trips	Non-pass-by Trips
912 - Drive-in Bank	82	47 %	39	43

ITE DEVIATION DETAILS

Weekday, Peak Hour of Adjacent Street Traffic, One Hour Between 4 and 6 p.m.
 Landuse No deviations from ITE.
 Methods No deviations from ITE.
 External Trips No deviations from ITE.

SUMMARY

Total Entering	41
Total Exiting	41
Total Entering Reduction	0
Total Exiting Reduction	0
Total Entering Internal Capture Reduction	0
Total Exiting Internal Capture Reduction	0
Total Entering Pass-by Reduction	19
Total Exiting Pass-by Reduction	20
Total Entering Non-Pass-by Trips	22
Total Exiting Non-Pass-by Trips	21

PERIOD SETTING

Analysis Name : Weekday
Project Name : SunTrust Bank City of Flalger No :
 Beach Proposed
Date: 6/2/2016 **City:** Flalger Beach
State/Province: Florida **Zip/Postal Code:**
Country: **Client Name:** SunTrust
Analyst's Name: MK **Edition:** ITE-TGM 9th Edition

Land Use	Independent Variable	Size	Time Period	Method	Entry	Exit	Total
912 - Drive-in Bank	1000 Sq. Feet Gross Floor Area	3.39	Weekday	Average 148.15	251 50%	251 50%	502

TRAFFIC REDUCTIONS

Land Use	Entry Reduction	Adjusted Entry	Exit Reduction	Adjusted Exit
912 - Drive-in Bank	0 %	251	0 %	251

EXTERNAL TRIPS

Land Use	External Trips	Pass-by%	Pass-by Trips	Non-pass-by Trips
912 - Drive-in Bank	502	47 %	236	266

ITE DEVIATION DETAILS

Weekday
 Landuse No deviations from ITE.
 Methods No deviations from ITE.
 External Trips 912 - Drive-in Bank
 ITE does not recommend a particular pass-by% for this case.

SUMMARY

Total Entering	251
Total Exiting	251
Total Entering Reduction	0
Total Exiting Reduction	0
Total Entering Internal Capture Reduction	0
Total Exiting Internal Capture Reduction	0
Total Entering Pass-by Reduction	118
Total Exiting Pass-by Reduction	118
Total Entering Non-Pass-by Trips	133
Total Exiting Non-Pass-by Trips	133

Proposed SunTrust Bank Trip Generation

Project Information	
Project Name:	SunTrust Bank City
No:	6/2/2016
Date:	Flalger Beach
City:	Florida
State/Province:	
Zip/Postal Code:	
Country:	SunTrust
Client Name:	MK
Analyst's Name:	ITE-TGM 9th
Edition:	

Land Use	Size	Weekday		Weekday, Peak Hour of Adjacent Street Traffic, One Hour Between 4 and 6 p.m.	
		Entry	Exit	Entry	Exit
912 - Drive-in	3.39 1000 Sq. Feet	251	251	41	41
Reduction		0	0	0	0
Internal		0	0	0	0
Pass-by		118	118	19	20
Non-pass-by		133	133	22	21
Total		251	251	41	41
Total Reduction		0	0	0	0
Total Internal		0	0	0	0
Total Pass-by		118	118	19	20
Total Non-pass-by		133	133	22	21

EXISTING SHOPPING CENTER TRIP GENERATION

PERIOD SETTING

Analysis Name : Weekday, Peak Hour of Adjacent Street Traffic, One Hour Between 4 and 6 p.m.
Project Name : SunTrust Bank City of Flalger No : Beach Existing
Date: 6/2/2016 **City:** Flalger Beach
State/Province: Florida **Zip/Postal Code:**
Country: **Client Name:**
Analyst's Name: **Edition:** ITE-TGM 9th Edition

Land Use	Independent Variable	Size	Time Period	Method	Entry	Exit	Total
820 - Shopping Center	1000 Sq. Feet Gross Leasable Area	64.06	Weekday, Peak Hour of Adjacent Street Traffic, One Hour Between 4 and 6 p.m.	Best Fit (LOG) Ln(T) = 0.67Ln(X) +3.31	214 48%	231 52%	445

TRAFFIC REDUCTIONS

Land Use	Entry Reduction	Adjusted Entry	Exit Reduction	Adjusted Exit
820 - Shopping Center	0 %	214	0 %	231

EXTERNAL TRIPS

Land Use	External Trips	Pass-by%	Pass-by Trips	Non-pass-by Trips
820 - Shopping Center	445	44 %	196	249

ITE DEVIATION DETAILS

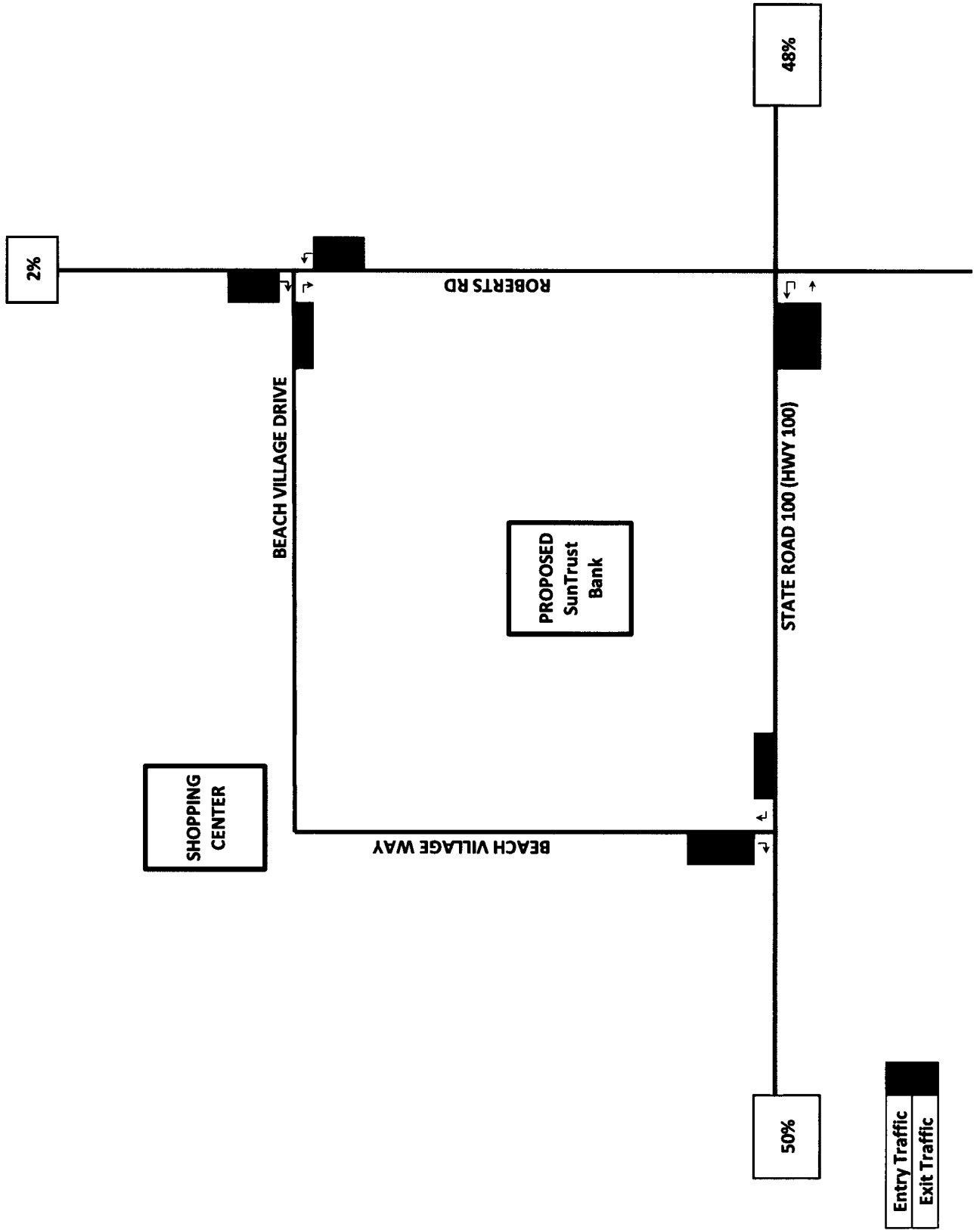
Weekday, Peak Hour of Adjacent Street Traffic, One Hour Between 4 and 6 p.m.
 Landuse No deviations from ITE.
 Methods No deviations from ITE.
 External Trips No deviations from ITE.

SUMMARY

Total Entering	214
Total Exiting	231
Total Entering Reduction	0
Total Exiting Reduction	0
Total Entering Internal Capture Reduction	0
Total Exiting Internal Capture Reduction	0
Total Entering Pass-by Reduction	94
Total Exiting Pass-by Reduction	102
Total Entering Non-Pass-by Trips	120
Total Exiting Non-Pass-by Trips	129

APPENDIX C TRIP DISTRIBUTION

PROPOSED PM TRAFFIC DISTRIBUTION



APPENDIX D TURNING MOVEMENT COUNT WORKSHEETS

TRAFFIC VOLUMES FOR PROPOSED PROJECT AT STUDY INTERSECTIONS

INTERSECTION: Hwy 100 & Beach Village way
COUNT DATE: 4/22/2014
TIME PERIOD: 5:00 - 6:00
PEAK HOUR FACTOR: 0.920

"EXISTING TRAFFIC"		EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR	
Raw Turning Movements		0	859	0	0	792	210	0	0	0	0	0	226	
100th Highest Hour Factor		1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	
EXISTING PEAK SEASON		0	859	0	0	792	210	0	0	0	0	0	226	
"BACKGROUND TRAFFIC"		EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR	
Years To Buildout		3	3	3	3	3	3	3	3	3	3	3	3	
Yearly Growth Rate		2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	
BACKGROUND TRAFFIC GROWTH		0	39	0	0	47	0	0	0	0	0	0	0	
NON-PROJECT TRAFFIC		0	898	0	0	839	210	0	0	0	0	0	226	
"PROJECT TRAFFIC"														
LAND USE	TRIP TYPE	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR	TOTAL
Proposed	Pass - By	0	0	0	0	-18	18	0	0	0	0	0	0	19
Project	New	0	19	0	0	0	21		0	0	0	0	0	60
TOTAL PROJECT TRAFFIC		0	19	0	0	-18	39	0	0	0	0	0	0	79
TOTAL TRAFFIC		0	917	0	0	821	249	0	0	0	0	0	265	

TRAFFIC VOLUMES FOR PROPOSED PROJECT AT STUDY INTERSECTIONS

INTERSECTION: Roberts Rd & Beach Village Dr
COUNT DATE: 4/22/2014
TIME PERIOD: 5:00 - 6:00
PEAK HOUR FACTOR: 0.920

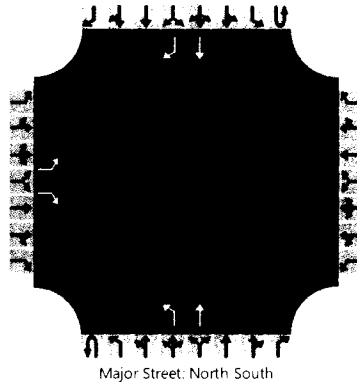
"EXISTING TRAFFIC"		EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR	
Raw Turning Movements		0	0	5	0	0	0	2	55	0	0	57	2	
100th Highest Hour Factor		1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	
EXISTING PEAK SEASON		0	0	5	0	0	0	2	55	0	0	57	2	
"BACKGROUND TRAFFIC"		EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR	
Years To Buildout		3	3	3	3	3	3	3	3	3	3	3	3	
Yearly Growth Rate		2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	
BACKGROUND TRAFFIC GROWTH		0	0	0	0	0	0	0	3	0	0	3	0	
NON-PROJECT TRAFFIC		0	0	5	0	0	0	2	58	0	0	60	2	
"PROJECT TRAFFIC"														
LAND USE	TRIP TYPE	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR	TOTAL
Proposed	Pass - By	0	0	1	0	0	0	0	0	0	0	-1	1	1
Project	New	0	0	1	0	0	0	0	0	0	0	0	1	2
TOTAL PROJECT TRAFFIC		0	0	2	0	0	0	0	0	0	0	0	2	3
TOTAL TRAFFIC		0	0	7	0	0	0	2	58	0	0	60	4	

APPENDIX E HCS DRIVEWAY ANALYSIS

HCS 2010 Two-Way Stop Control Summary Report

General Information		Site Information	
Analyst	MK	Intersection	Beach Vill Dr& Roberts Rd
Agency/Co.	CPH	Jurisdiction	City of Flagler Beach
Date Performed	6/6/2016	East/West Street	Beach Village Dr
Analysis Year	2016	North/South Street	Roberts Road
Time Analyzed	PM	Peak Hour Factor	0.92
Intersection Orientation	North-South	Analysis Time Period (hrs)	0.25
Project Description	SunTrust Bank		

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Movement																
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		1	0	1		0	0	0	0	1	1	0	0	0	1	1
Configuration		L		R						L	T				T	R
Volume (veh/h)		0		7						2	58				60	4
Percent Heavy Vehicles		3		3						3						
Proportion Time Blocked																
Right Turn Channelized	No				No				No				No			
Median Type	Undivided															
Median Storage																

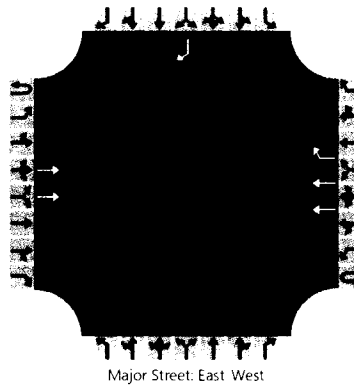
Delay, Queue Length, and Level of Service

Flow Rate (veh/h)				8									2			
Capacity		858		996									1524			
v/c Ratio				0.01									0.00			
95% Queue Length				0.0									0.0			
Control Delay (s/veh)		9.2		8.6									7.4			
Level of Service (LOS)		A		A									A			
Approach Delay (s/veh)	8.6								0.2							
Approach LOS	A								A							

HCS 2010 Two-Way Stop Control Summary Report

General Information		Site Information	
Analyst	MK	Intersection	Beach Vill Way & Hwy 100
Agency/Co.	CPH	Jurisdiction	City of Flagler Beach
Date Performed	6/6/2016	East/West Street	State Road 100 (Hwy 100)
Analysis Year	2016	North/South Street	Beach Village Way
Time Analyzed	PM	Peak Hour Factor	0.92
Intersection Orientation	East-West	Analysis Time Period (hrs)	0.25
Project Description	SunTrust Bank		

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Movement	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Priority																
Number of Lanes	0	0	2	0	0	0	2	1		0	0	0		0	0	1
Configuration			T				T	R								R
Volume (veh/h)			917				821	249								256
Percent Heavy Vehicles																3
Proportion Time Blocked																
Right Turn Channelized	No				No				No				No			
Median Type	Undivided															
Median Storage																

Delay, Queue Length, and Level of Service

Flow Rate (veh/h)																	278
Capacity																	557
v/c Ratio																	0.50
95% Queue Length																	2.8
Control Delay (s/veh)																	17.7
Level of Service (LOS)																	C
Approach Delay (s/veh)	17.7																
Approach LOS	C																

APPENDIX F FLAGLER COUNTY COMPREHENSIVE PLAN



Flagler County Comprehensive Plan 2010-2035
Flagler County, Florida

Transportation Element

Data and Analysis

October 18, 2010

Route Number	Roadway	From	To	Length (Miles)	Number Of Lanes	Functional Classification	Maintaining Agency	Existing ROW (Feet)	Area Type
SR 100		CR 305	CR 205	1.5	2-U	Principal Arterial	State	100	Rural Developing
		CR 205	CR 302	2.2	2-U	Principal Arterial	State	100	Rural Developing
		CR 302	Bunnell City Limits (W)	2.7	2-U	Principal Arterial	State	100	Rural Developing
	Moody Boulevard	Bunnell City Limits (W)	US 1	0.7	2-U	Principal Arterial	State	100-250	Transitioning
SR 100		US 1	Bunnell City Limits (E)	1.4	2-U	Principal Arterial	State	75-80	Transitioning
SR 100		Bunnell City Limits (E)	Belle Terre Parkway	1.1	4-D	Principal Arterial	State	80-200	Urbanized
		Belle Terre Parkway	Seminole Woods Blvd.	1.7	4-D	Principal Arterial	State	200	Urbanized
		Seminole Woods Blvd.	195 West Ramps	0.6	4-D	Principal Arterial	State	200-220	Urbanized
		195 West Ramps	195 East Ramps	0.1	4-D	Principal Arterial	State	NA	Urbanized
		195 East Ramps	Old Kings Road	0.2	4-D	Principal Arterial	State	200	Urbanized
		Old Kings Road	Colbert Lane	1.7	4-D	Principal Arterial	State	200-210	Transitioning
		Colbert Lane	Flagler Beach City Limits	0.1	4-D	Principal Arterial	State	200	Transitioning
		Flagler Beach City Limits	John Anderson Highway	0.4	4-D	Principal Arterial	State	200	Urbanized
		John Anderson Highway	SR A1A	1.2	4-D	Principal Arterial	State	75-200	Urbanized
SR 11	Moody Boulevard	Volusia County Line	Dupont Road	6.0	2-U	Minor Arterial	State	110-190	Rural
		Dupont Road	Bunnell City Limits (S)	8.4	2-U	Minor Arterial	State	200	Rural
		Bunnell City Limits (S)	Old Haw Creek Road	0.6	2-U	Minor Arterial	State	200	Transitioning
		Old Haw Creek Road	US 1	0.5	2-U	Minor Arterial	State	55-200	Transitioning
US 1		Volusia County Line	S. Old Dixie Highway	4.8	4-D	Principal Arterial	State	15-225	Transitioning
		S. Old Dixie Highway	Seminole Woods Boulevard	0.1	4-D	Principal Arterial	State	225-240	Transitioning
		Seminole Woods Boulevard	Dupont Road	0.1	4-D	Principal Arterial	State	140-260	Transitioning
		Dupont Road	Belle Terre Parkway	0.9	4-D	Principal Arterial	State	140-230	Transitioning
		Belle Terre Parkway	Bunnell City Limit (S)	1.4	4-D	Principal Arterial	State	230	Transitioning
		Bunnell City Limit (S)	SR 100 S	1.1	4-D	Principal Arterial	State	100	Transitioning
		SR 100 S	SR 100 N	0.4	4-D	Principal Arterial	State	100	Transitioning
		SR 100 N	Espanola Road	0.6	4-D	Principal Arterial	State	85-165	Transitioning
		Espanola Road	Royal Palm Parkway	1.1	4-D	Principal Arterial	State	150-300	Urbanized
		Royal Palm Parkway	Otis Stone Hunter Road	1.0	4-D	Principal Arterial	State	300	Urbanized
		Otis Stone Hunter Road	White View Parkway	0.8	4-D	Principal Arterial	State	150-300	Urbanized
		White View Parkway	Palm Coast Parkway	2.1	4-D	Principal Arterial	State	150-300	Urbanized
		Palm Coast Parkway	Matanzas Woods Parkway	3.7	4-D	Principal Arterial	State	150-300	Urbanized
		Matanzas Woods Parkway	Old Kings Road	7.0	4-D	Principal Arterial	State	150-220	Urbanized
		Old Kings Road	St Johns County Line	3.4	4-D	Principal Arterial	State	220	Urbanized

Sources: Florida Department of Transportation, 2010.
 Flagler County Transportation Element Update and Technical Support Document, Final Report September 28, 2007.
 England-Thims & Miller, Inc., 2010.

2-U: 2 lanes, undivided
 6-D: 6 lanes, divided
 LA: Limited Access

Flagler County Comprehensive Plan 2010-2035

Route Number	Roadway	From	To	Level of Service (LOS) Standard	Maximum Service Volume	2010	
						AADT (vpd)	LOS
	Colbert Lane	SR 100	South Park Road	D	12,330	5,055	C
		South Park Road	Waterside Parkway	D	12,330	5,302	C
		Waterside Parkway	Palm Coast Parkway (EB)	D	13,680	7,476	C
CR 205		SR 100	Espanola Road	C	8,100	462	B
CR 302	Canal Avenue	Water Oak Road	CR 305	D	12,330	410	C
CR 302		CR 305	SR 100	D	12,330	2,100	C
CR 305		Volusia County Line	CR 2009	C	8,100	1,160	B
		CR 2009	Dupont Road	C	8,100	1,470	B
		Dupont Road	CR 2006	C	8,100	1,050	B
		CR 2006	Tangerine Avenue	C	8,100	1,050	B
		Tangerine Avenue	CR 302 (Canal Avenue)	D	12,330	1,680	C
		CR 302 (Canal Avenue)	SR 100	D	12,330	1,260	C
CR 304	Dupont Road	CR 305	SR 11	C	8,100	1,260	B
		SR 11	Old Haw Creek Road	D	12,330	1,050	C
		Old Haw Creek Road	US 1	D	12,330	1,260	C
CR 13		CR 205	US 1	D	12,300	3,260	B
I 95 (SR 9)	Interstate 95	Volusia County Line	SR 100	C	90,500	64,550	B
		SR 100	Palm Coast Parkway	C	90,500	60,860	B
		Palm Coast Parkway	Matanzas Woods Parkway	C	90,500	53,570	B
		Matanzas Woods Parkway	St Johns County Line	C	90,500	53,570	B
CR 201	John Anderson Highway	Volusia County Line	SR 100	C	8,100	1,380	B
SR A1A		Volusia County Line	SR 100	D	16,500	9,290	B
		SR 100	Flagler Beach City Limits (N)	D	16,500	6,460	B
SR A1A	N. Ocean Shore Boulevard	Flagler Beach City Limits (N)	Beverly Beach City Limit (N)	D	16,500	6,060	B
		Beverly Beach City Limit (N)	Mariner Drive	D	15,200	5,340	B
		Mariner Drive	Palm Coast Parkway	D	15,200	5,450	B
		Palm Coast Parkway	Malacompra Road	D	16,500	9,580	B
		Malacompra Road	Marine Land City Limits	D	15,200	5,880	B
		Marine Land City Limits	St Johns County Line	D	15,200	5,880	B
CR 325	Old Dixie Highway	US 1	Plantation Bay Drive	C	8,100	3,290	B
		Plantation Bay Drive	I 95	C	8,100	3,430	B
CR 2003	Old Haw Creek Road	Dupont Road	SR 11 (Moody Blvd.)	D	21,000	1,090	B
CR 2001	Old Kings Road	Volusia County Line	SR 100	D	21,000	4,420	B
		Forest Grove Drive	US 1	D	21,000	1,570	B
CR 1422	Otis Stone Hunter Road	Main Street	US 1	D	21,000	3,200	B
SR 100		Putnam County Line	Water Oak Road	C	14,200	4,810	B
		Water Oak Road	CR 305	C	14,200	3,030	B
		CR 305	CR 205	C	14,200	3,010	B
		CR 205	CR 302	C	14,200	3,010	B
		CR 302	Bunnell City Limits (W)	D	15,200	5,600	B
		Bunnell City Limits (W)	US 1	D	15,200	9,100	C
SR 100	Moody Boulevard	US 1	Bunnell City Limits (E)	D	15,200	12,710	C
SR 100		Bunnell City Limits (E)	Belle Terre Parkway	D	36,700	14,140	B
		Belle Terre Parkway	Seminole Woods Parkway	D	36,700	21,920	B
		Seminole Woods Parkway	I 95 West Ramps	D	36,700	22,500	B
		I 95 West Ramps	I 95 East Ramps	D	36,700	23,290	B
		I 95 East Ramps	Old Kings Road	D	36,700	21,210	B
		Old Kings Road	Colbert Lane	D	33,800	16,890	B
		Colbert Lane	Flagler Beach City Limits	D	33,800	17,460	B
		Flagler Beach City Limits	John Anderson Highway	D	33,200	17,570	C
		John Anderson Highway	SR A1A	D	33,200	14,080	C
SR 11	Moody Boulevard	Volusia County Line	Dupont Road	C	8,100	2,420	B
		Dupont Road	Bunnell City Limits (S)	C	8,100	3,470	B

illustrates the number of vehicular crashes for all of Flagler County including the unincorporated area for the period between January 2006 and September 2009. As

ORDINANCE 2016-04

AN ORDINANCE OF THE CITY OF FLAGLER BEACH, FLORIDA, AUTHORIZING AND APPROVING A LEASE AGREEMENT FOR FLAGLER BEACH MONTESSORI SCHOOL LOCATED AT 800 SOUTH DAYTONA AVENUE AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Flagler Beach is the owner of property located at 800 South Daytona Avenue; and

WHEREAS, the City and Flagler Beach Montessori School, have negotiated terms of a lease subject to agreement of all parties (the "Lease Agreement"); and

WHEREAS, the City is authorized pursuant to Section 2.10 of the Charter and the legislative grant of its home rule power to lease public lands; and

WHEREAS, the State of Florida has recognized the lease of public lands to a private entity to be a valid public purpose; and

WHEREAS, the Lease Agreement does not require or operate as an issuance of any bonds.

WHEREAS, the City finds that the lease of the subject property to Flagler Beach Montessori School is a valid public purpose.

NOW THEREFORE, BE IT ENACTED by the City Commission of the City of Flagler Beach, Florida:

SECTION 1. The Lease Agreement attached hereto is hereby approved by the City Commission of the City of Flagler Beach, Florida and the Mayor is hereby authorized to execute the Lease Agreement on behalf of the City of Flagler Beach, Florida.

SECTION 2. This Ordinance shall become effective immediately upon its adoption as provided by law.

PASSED ON FIRST READING THIS 28th DAY OF July, 2016.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2016.

ATTEST:

Penny Overstreet, City Clerk

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

Linda Provencher, Mayor

ORDINANCE NO. 2016-04

AN ORDINANCE OF THE CITY OF FLAGLER BEACH, FLORIDA, AUTHORIZING AND APPROVING A LEASE AGREEMENT FOR FLAGLER BEACH MONTESSORI SCHOOL LOCATED AT 800 SOUTH DAYTONA AVENUE AND PROVIDING FOR AN EFFECTIVE DATE.

PUBLIC HEARING'S AND FINAL READING WILL BE HELD ON AUGUST 11, 2016 AT 6:00 P.M., OR AS SOON THERE AFTER AS POSSIBLE, IN THE CITY COMMISSION CHAMBERS, 105 S. 2ND ST., FLAGLER BEACH, FL. THIS PUBLIC HEARING 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 ORDINANCE MAY BE VIEWED AT THE ABOVE LOCATION. INTERESTED PARTIES MAY APPEAR AT THE MEETING AND BE HEARD WITH RESPECT TO THE PROPOSED ORDINANCE.

CITY OF FLAGLER BEACH
P.O. BOX 70, 105 S. 2ND STREET
FLAGLER BEACH, FL 32136
PHONE (386) 517-2000 FAX (386) 517-2008

FAX COVER SHEET

DATE: JULY 29, 2016
TO: NEWS JOURNAL, ATTN: LEGAL ADS
FROM: Penny Overstreet, City Clerk

NUMBER OF PAGES (including this cover sheet) 1

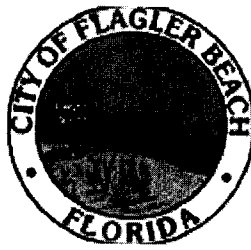
MEMO: Please place a legal ad in the News Journal to run one time, on Tuesday, August 2, 2016.
Purchase Order # 15-8725

(Ordinance 2016-04)

ORDINANCE NO. 2016-04
AN ORDINANCE OF THE CITY OF
FLAGLER BEACH, FLORIDA,
AUTHORIZING AND APPROVING A
LEASE AGREEMENT FOR FLAGLER
BEACH MONTESSORI SCHOOL
LOCATED AT 800 SOUTH DAYTONA
AVENUE AND PROVIDING FOR AN
EFFECTIVE DATE.

PUBLIC HEARING'S AND FINAL
READING WILL BE HELD ON AUGUST 11,
2016 AT 6:00 P.M., OR AS SOON THERE
AFTER AS POSSIBLE, IN THE CITY
COMMISSION CHAMBERS, 105 S. 2ND
ST., FLAGLER BEACH, FL. THIS PUBLIC
HEARING 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 ORDINANCE
MAY BE VIEWED AT THE ABOVE
LOCATION. INTERESTED PARTIES MAY
APPEAR AT THE MEETING AND BE
HEARD WITH RESPECT TO THE
PROPOSED ORDINANCE.

CITY OF FLAGLER BEACH
P.O. BOX 70, 105 S. 2ND STREET
FLAGLER BEACH, FL 32136
PHONE (386) 517-2000
FAX (386) 517-2008
L2206185, August 2, 2016 lt.



**LEASE AGREEMENT
BETWEEN THE CITY OF FLAGLER BEACH
AND
THE FLAGLER BEACH MONTESSORI SCHOOL**

THIS LEASE AGREEMENT is entered into between the **CITY OF FLAGLER BEACH** (The City) and **FLAGLER BEACH MONTESSORI SCHOOL** (School) for the lease of the Moody-Wickline Center Building located at 800 South Daytona Avenue, Flagler Beach, FL 32136, as more particularly show on Exhibit "A," attached hereto.

NOW THEREFORE, for and in consideration of the mutual covenants, conditions and provisions contained herein, and the benefits flowing to each party, the parties hereto mutually agree as follows:

1. UNDERSTANDING OF THE PARTIES

- a. The City has placed the Moody-Wickline Center Building in good and habitable condition before execution of this Agreement.
- b. School has examined and found the condition of the Moody-Wickline Center Building suitable for the uses contemplated herein.
- c. The City will annually conduct routine maintenance Moody-Wickline Center Building.
- d. The City will respond to written maintenance request from a school representative within twenty-four (24) hours in a work week or the first regular work day, unless the City considers the request a health and safety issue.
- e. The School will upon entering into a lease will pay the City a security deposit of Three Thousand One Hundred and Thirty Six Dollars and Eighty Cents (\$3,136.80).
- f. The security deposit will be returned in full upon separation of parties if determined by the City funds will not be needed to return facility to original condition.

2. DURATION OF THE AGREEMENT

- a. The initial term of this Agreement shall begin on August 16, 2016 and shall continue until August 15, 2017.
- b. At the expiration of the initial term and at the end of each extended term thereafter, this Agreement shall automatically be extended for a period of twelve

months unless by June 1 of any given rental year either party provides notice in writing to the other party that it does not intend to renew this Agreement.

3. RENT

a. School shall pay the City monthly rent for the Moody-Wickline Center Building in the amount of ONE THOUSAND FIVE HUNDRED and SIXTY EIGHT DOLLARS and FORTY CENTS plus all sales tax due. Rent shall be due in full and without invoice in advance on the first day of each calendar month during the term of this Agreement. Upon any renewal of this Agreement, the rent amount shall be increased by three percent (3%) over the rental amount for the prior twelve month term.

b. School's rental obligation provided herein shall be increased August of each year after the initial term in the amount of three percent (3%) or an amount equal to the Consumer Price Index for all Urban Consumers (CPI-U), South Region, whichever is greater, during the twelve months prior. The City has the option to implement any additional adjustments to the rental obligation in a subsequent renewal term upon written notice provided to School by June 1 of any given rental year.

4. USE OF MOODY-WICKLINE CENTER BUILDING

a. School covenants and agrees to use the Moody-Wickline Center Building solely for use as a school building, including all uses incidental to such use, and for no other use unless contained herein or specifically approved by the City in writing.

b. School may sublet portions of the Moody-Wickline Center Building to groups and organizations for the purposes of conducting functions such as meetings and educational sessions upon prior written approval by the City.

c. School shall maintain continuous occupancy of the Moody-Wickline Center Building during the term of this Agreement.

d. School shall allow those users of the Moody-Wickline Center Building (School) who currently have a Rental Agreement with the City for use of a portion of the Moody-Wickline Center Building, including Alcoholics Anonymous, Overeaters Anonymous, the yoga class, and the belly-dance class, to continue to use the Moody-Wickline Center Building in a manner consistent with the applicable Rental Agreements. The City shall continue to collect and retain the facility rental payments made on such Rental Agreements.

e. School shall make the northeast room of the Moody-Wickline Center Building available for official City functions such as meetings and events without rent or charge provided that the City requests use of the Moody-Wickline Center Building or portion thereof in writing as soon as practicable in advance of the function and provided that said function does not conflict or interfere with School's ordinary use or special use of the Moody-Wickline Center Building, as provided in this agreement, or any other function scheduled by School pursuant to its allowed uses of the Moody-

Wicklaine Center Building provided herein. In such an event, the City shall assume all liability for such event and shall indemnify and hold School harmless from any loss, claim, suit, damage, charge or expense arising from the City's use of the Moody-Wicklaine Center Building pursuant to this subparagraph. The City shall further be responsible for clean-up and security during any such event.

f. School shall allow the City to continue to use the basement of the Moody-Wicklaine Center Building for storage of City equipment and supplies during the Term of this Agreement.

g. Except as otherwise provided herein, School shall not construct or erect anything upon nor make any modifications to the grounds surrounding the Moody-Wicklaine Center Building without prior written approval by the City. In addition to any other remedies provided in this Agreement, anything constructed or erected upon the grounds surrounding the Moody-Wicklaine Center Building (School) or any modifications made thereto may be removed by the City, in its sole discretion, without prior notice to School.

h. Any use of the Moody-Wicklaine Center Building by School other than the uses expressly described herein, without prior written consent of the City, shall constitute a default under the terms of this Agreement.

i. School agrees to conduct its business in a proper manner and neither to do nor suffer anything to be done to the detriment of said Moody-Wicklaine Center Building nor to permit any waste, reasonable wear and tear excepted, nor to permit said Moody-Wicklaine Center Building to be used for any illegal purpose.

5. NOTICE

All rent payable and notices given to the City under this Agreement shall be paid and given at 105 S. Second Street, Flagler Beach, Florida 32136 or such other address as the City shall specify in writing. All notices given under this Agreement to School shall be given at the Moody-Wicklaine Center Building or such other address as School shall specify in writing. Any notice properly mailed by registered mail, postage prepaid, shall be deemed delivered 48 hours after mailed, whether received or not.

6. UTILITIES AND OPERATING EXPENSES

a. Except as otherwise provided herein, School shall place all utilities in its name and pay all utilities related to the Moody-Wicklaine Center Building.

b. School shall be responsible for the purchase and stocking of all operating supplies necessary to operate the Moody-Wicklaine Center Building. This includes but is not limited to the male and female restrooms located within the Moody-Wicklaine Center Building, hallway and classroom trash liners and cleaning supplies.

7. REPAIR AND CARE OF PREMISE

a. Maintenance by the City. The City shall be responsible for the following items:

- (i) all exterior components of the Moody-Wickline Center Building;
- (ii) all structural components of the Moody-Wickline Center Building;
- (iii) all components of the HVAC system serving the Moody-Wickline Center Building;

b. Maintenance by School. Except to the extent responsibility for all or a portion of the following is expressly assigned to the City herein, School shall be responsible for maintenance, repair and replacement of the following:

(i) School shall be responsible for maintenance and upkeep of all fixtures, including but not limited to plumbing and lighting fixtures, used in the operation of the School;

(ii) School shall be responsible for turning off all lights on the Moody-Wickline Center Building when same are not in use;

(iii) All portions of the Moody-Wickline Center Building used by School shall be kept in a neat and orderly manner free of accumulation of trash or debris.

8. COMPLIANCE WITH LAWS AND REGULATIONS

School shall comply with all Federal, State, County, and City laws, ordinances, rules and regulations affecting or respecting the use or occupancy of the Moody-Wickline Center Building by School. School shall comply with all applicable rules which have been or may be adopted hereafter by the City, including those attached hereto as Exhibit "B." School shall not conduct any activities or use or exhibit any materials or works upon the Moody-Wickline Center Building (School) which require any license or permission unless such license or permission has been obtained from the entity with the legal right to grant such license or permission.

9. TAXES AND OTHER FEES

School shall, at School's sole cost and expense, timely pay any and all taxes, permit, license or registration fees, and any other charge or assessment for which School is responsible, or which may be charged or assessed against School, the Moody-Wickline Center Building, or any property of School thereon, whether real or personal or in any way otherwise related to this Agreement.

10. HOLDING OVER

Except as otherwise provided in this paragraph, upon expiration of this Agreement, School's continued possession of the Moody-Wickline Center Building shall be a default hereunder and, in addition to all other remedies available to the City, the City shall be entitled to collect from School the statutory rental amount for a holdover. Prior to any treatment of School as a holdover tenant, the City shall give thirty (30) days written notice of the City's intent to invoke its rights contained in this paragraph.

11. WARRANTY OF QUIET ENJOYMENT

School, upon paying the sums herein, and keeping and performing the covenants of this Agreement, shall peacefully and quietly hold, occupy, and enjoy the Moody-Wickline Center Building during the Agreement Term or any renewal thereof without any hindrance or molestation by the City or any persons lawfully claiming under the City.

12. ASSIGNMENT AND SUBLETTING

a. School shall not assign this Agreement nor sublet or rent out all or any part of the Moody-Wickline Center Building without first securing the City's written consent. Such consent shall be in the sole discretion of the City. No assignment or sublease shall relieve the assignor or sub-lessor of any obligation of this Agreement.

b. The consent of the City to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting.

13. FIXTURES AND ALTERATIONS

a. School covenants and agrees that all fixtures, equipment and improvements of the Moody-Wickline Center Building, owned by the City or acquired with the City's funds, including but not limited to all plumbing, heating, lighting, electrical and air conditioning fixtures and equipment, whether or not attached to or affixed to the Moody-Wickline Center Building, shall be and remain the property of the City upon the expiration of the term of this Agreement.

b. School shall not, without the City's prior written consent, attach any permanent fixtures in or to the Moody-Wickline Center Building or change, alter or make additions to the Moody-Wickline Center Building, overload the floor, install any permanent construction or deface the Moody-Wickline Center Building. School may install temporary fixtures, dividers or walls and may repurpose rooms within the Moody-Wickline Center Building without prior written consent of the City so long as any such activity requires no permanent alterations and causes no damage to the Moody-Wickline Center Building that is not cured by School. Any attached fixtures or any alterations, additions or improvements made or attached by School upon the property shall, on the expiration or termination of the Agreement, if requested by the City, be promptly removed at School's expense and the Moody-Wickline Center Building restored by School at its expense to its original condition, ordinary wear and tear excepted. Upon the expiration or termination of this Agreement, the City shall

take title and possession of any attached fixtures or alterations, additions or improvements made or attached by School and not removed pursuant to this subparagraph.

14. REDELIVERY OF MOODY-WICKLINE CENTER BUILDING

a. School, upon the expiration of this Agreement, shall deliver up the Moody-Wickline Center Building in as good order and condition as it is at the signing of this Agreement, reasonable use and ordinary wear and tear thereof and damage by fire or other unavoidable casualty, condemnation or appropriation excepted, and School shall promptly surrender all keys to the Moody-Wickline Center Building to the City. School shall be responsible for any damage caused to the Moody-Wickline Center Building by its officers, agents, employees, volunteers, guests and invitees whether through negligence or intentional acts or omissions.

b. Upon redelivery of the Moody-Wickline Center Building, School shall restore all items identified in the correspondence attached hereto as Exhibit "C" to the condition in which they existed prior to School's tenancy in the Moody-Wickline Center Building.

15. ACCESS BY THE CITY

Provided reasonable advance notice is given, the City may inspect, enter, and make such repairs to the Moody-Wickline Center Building as the City may reasonably desire at all reasonable times. In so doing, the City will not interfere with School's, its employees', guests', and invitees' right to use the Moody-Wickline Center Building. In no event shall the locks on any buildings on the Moody-Wickline Center Building be changed without notice to the City. Additionally, in the event that any locks are changed, School shall provide the City with new keys within seventy-hours of changing any locks.

16. FIRE OR OTHER CASUALTY

a. In the event that the Moody-Wickline Center Building or any part thereof is damaged or destroyed by fire, flood, windstorm, hurricane, earth movement, or other casualty, School shall notify the City in writing within seven (7) days of the damage or destruction, such notification including what, if any, emergency work has already been completed. No repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to and to protect public safety, shall be undertaken by School without the City's prior written approval.

b. In the event the Moody-Wickline Center Building or any portion thereof are damaged to an extent that would render the Moody-Wickline Center Building uninhabitable, the City shall assess the nature and extent of the damage, the availability of insurance proceeds and the feasibility of restoring and reconstructing the Moody-Wickline Center Building. After assessing the nature and extent of the damage and the availability of insurance proceeds, the City may, in its sole discretion, determine if the Moody-Wickline Center Building or any portion thereof shall be

repaired or restored. Upon determining if the Moody-Wickline Center Building or portion thereof are to be repaired or restored, the City shall notify School of such determination in writing. In the event that the City determines not to repair or restore the Moody-Wickline Center Building or damaged portion thereof, this Agreement shall terminate.

17. REMEDIES FOR FAILURE TO PAY

If any rent, utilities, shared expenses, insurance, or other sums payable by School as required by this Agreement shall not be paid when due, the City shall have the option after thirty (30) days written notice to:

a. Terminate this Agreement, resume possession of the Moody-Wickline Center Building for its own account and recover immediately from School the difference between the total rent specified for the full term of this Agreement and the total amount of rent already paid by School; or

b. Resume possession and re-lease or rent the property for the remainder of the term for the account of School, and recover from School at the end of the term or at the time each payment of rent comes due under this Agreement, as the City may choose, the difference between the rent specified in the Agreement and the rent received on the re-leasing or renting; or

c. Pursue any other remedy allowed by law.

18. REMEDIES FOR BREACH OF AGREEMENT

If either the City or School shall fail to perform, or shall breach any term of this Agreement, and such failure or breach continues for thirty (30) days after written notice thereof to the other given, said party may terminate this Agreement in whole or in part or complete performance of this Agreement.

19. TERMINATION

In addition to the remedies set forth in other sections of this Agreement, the City shall have the right and option to terminate this Agreement, said termination to be effective immediately upon the City's exercise of such option, in the event of any of the following: School is adjudicated as bankrupt or insolvent, or takes the benefit of a reorganization against creditors' actions; School's leasehold interest is levied upon; or a receiver is appointed for School.

20. ENTIRE AGREEMENT

This Agreement and all exhibits attached hereto constitute the entire agreement between the parties and supersedes all prior oral or written agreements. No waiver, modifications, additions or addenda to this Agreement shall be valid unless in writing and signed by both the City and School.

21. ATTORNEYS' FEES AND COURT COSTS

In the event that any party hereto shall bring an action or proceeding for an alleged breach of any provision of this Agreement, the prevailing party shall be entitled to recover, as part of such action or proceeding, reasonable attorneys' fees, paralegal fees, and court costs at both trial and appellate levels.

22. STANDARDS OF CONDUCT

School shall not discriminate on the grounds of race, color, religion, sex, or national origin or violate any laws pertaining to civil rights, equal protection or discrimination.

23. INDEMNIFICATION

School agrees to and shall, to the extent permitted by law, at all times, indemnify, save, defend, and hold harmless the City and its officers, directors, employees, subcontractors, consultants and agents from and against all claims, causes of action, proceedings, orders and injuries (including without limitation wrongful death) to persons and damages to property of each other and other, losses, liabilities, costs, expenses, and detriments of every nature and description including without limitations attorney's and consultant's fees to which the parties may be subjected to in connection with the lease and use of the Moody-Wickline Center Building (except where any such claim, action, proceeding, order, damage, loss, liability, cost expense, and/or detriment is due solely to the City's negligence). None of the foregoing provisions shall deny the City of any action, right or remedy otherwise available to it at law or in equity.

24. CONTROLLING LAWS AND VENUE

a. This Agreement is to be governed by the laws of the State of Florida.

b. Venue for any legal proceeding related to this Agreement shall be in the Seventh Judicial Circuit Court in and for Flagler County, Florida.

IN WITNESS THEREOF, the parties hereto have caused this agreement to be executed by their undersigned officials as duly authorized.

Kerri Huckabee
Flagler Beach Montessori School

Date _____

Linda A. Provencher, Mayor
City of Flagler Beach, FL

Date _____

Attest:

**Penny Overstreet, City Clerk
City of Flagler Beach**

Date: _____

Approved for Text:

D. Andrew Smith, Esq, City Attorney

Date: _____



EXHIBIT "B"

MOODY- WICKLINE CULTURAL CENTER FACILITIES

RULES AND REGULATIONS

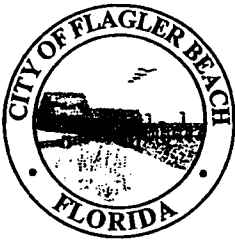
In addition to Ordinance 2006-25 rules and regulations, the following shall be observed at all times when renting any building at the Wickline Center

1. NO alcoholic beverages of any kind are permitted inside or outside of the building at any time.
2. Do not damage or deface the building. Nails and tacks shall not be used on the walls or ceilings. If applicable, Renter is responsible for any/all losses or damages and is subject to the full extent of the Law.
3. Smoking is not permitted in any City building.
4. EACH RENTER UNDERSTANDS THAT AUTHORIZED CITY PERSONNEL MAY ENTER THE BUILDING AT ANY TIME DURING THE SCHEDULED RENTAL FOR PERIODIC CHECKS OF THE FACILITY. ANY VIOLATION OF THE LISTED RULES AND REGULATIONS MAY RESULT IN IMMEDIATE TERMINATION OF THE RENTAL AGREEMENT AND ALL PERSONS BEING REMOVED FROM THE PROPERTY AND FORFEITURE OF ENTIRE DEPOSIT.
5. Before leaving the building, the building must be cleaned and the lights turned off.
6. Trash is to be bagged and placed in the proper receptacle.
7. Do NOT wet mop the floors. Dust mop only please.
8. Any equipment or other furniture used/moved during rental of the building must be placed back in its proper assigned location.
9. Secure all doors and windows upon leaving.
10. **Businesses and Not-for-Profit organizations must provide proof of Liability Insurance.**

IN CASE OF EMERGENCY - PLEASE CALL THE FLAGLER BEACH POLICE DEPARTMENT AT 386-517-2020.

Kerri Huckabee
Flagler Beach Montessori School

Date _____



City of Flagler Beach

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

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

January 27, 2015

Ms. Keri Huckabee
Flagler Beach Montessori School
624 South 23rd Street
Flagler Beach, Florida 32136

RE: Wickline Center Lease Agreement and letter dated November 19, 2014 (attached.)

Dear Ms. Huckabee:

Thank you for meeting with Bob Smith and I yesterday afternoon. The purpose of our meeting was to follow-up on the reported "alterations" noted in my November 19th letter to you.

As found yesterday, there has been in fact alterations to the Wickline building that were not approved, permitted or inspected by the City and our Florida Building Code Official.

As such, and as discussed yesterday, the City is requiring the following actions:

1. The City requires you submit permits for the alterations made within the East main corridor in the South wall, the temporary wall erected within the main classroom, and the doorway off the main classroom into the men's restroom. Contact Bob Smith to obtain the permits for the City owned property.
2. Inspections of all of the alterations are necessary to ensure compliance with the Florida Building Code. Contact Richard McFadden, Chief Building Official.
3. Return the building interior to the original condition of lease origination, at the termination of the lease. If not, the City will perform the restoration work and then bill you for the labor, material and permit expenses.
4. Any future building alterations without prior approval of the City are in violation of Section 12 b of the lease agreement. Section 17 and 18 of the lease agreement describe remedies and termination steps for such breaches.

As also discussed yesterday, you are now aware of the proper process for any desired future alterations. We trust that any such building alterations will comply with the lease agreement.

Sincerely,


Bruce C. Campbell
City Manager

cc: Robert (Bob) Smith, Public Works Director
Penny Overstreet, City Clerk

EXHIBIT "D"

MOISTURE AND MOLD ADDENDUM

There are no established guidelines for unacceptable air quality caused by mold. Mold is a naturally occurring phenomenon. Mold and/ or mildew should be cleaned as soon as it appears. Mold and/or mildew growth can often be seen in the form of discoloration. The different colors of mold range from white to black, including, but not limited to, green, gray, brown, orange, yellow and other colors. Your housekeeping and living habits are an integral part of the ability of mold to grow. In order for mold to grow, water and/or moisture must be present.

School Agrees to maintain the Moody-Wickline Center Building in a manner that prevents the occurrence of mold or mildew growth within said building. In furtherance of such obligation, School agrees to perform the following:

1. To keep the Premises free from dirt and debris that can harbor mold;
2. To inspect the Premises regularly for the indications and sources of indoor moisture;
3. To immediately report to the City any discoloration evidenced on walls, floors, or ceiling and/or any water intrusion, such as plumbing leaks, drips or flooding;
4. To not air dry wet clothes indoors;
5. To immediately notify the City in writing of overflows from bathroom, kitchen or any other water source facilities, especially in cases where the overflow may have permeated walls, flooring or cabinets;
6. *TO IMMEDIATELY WIPE DOWN ANY WATER OR CONDENSATION THAT APPEARS AND/OR DEVELOPS ON ANY AREA OR ANY SURFACE;*
7. To clean *upon first appearance*, any mildew from condensation on window interiors, bathroom & kitchen walls, floor and/or ceilings.
8. *TO IMMEDIATELY REPORT TO THE CITY IN WRITING AND VERBALLY THE PRESENCE OF ANY MOLD GROWTH on surfaces inside the Premises;*
9. To allow the City *immediate entry* to the building to inspect and make necessary repairs in the event mold or water intrusion is present;
10. To use all reasonable care to close all windows and other openings in the building to prevent outdoor water from penetrating into the interior unit;
11. To clean and dry any visible condensation/moisture on windows and window tracks, walls and other surfaces, including personal property as soon as reasonably possible.
12. To notify the City of any problems with air-conditioning or heating systems that are discovered by School;
13. To maximize the circulation of air by keeping furniture away from walls and out of corners;
14. *In addition to the above, Resident further agrees to perform all responsibilities set forth in the MOLD/MOISTURE DISCLOSURE STATEMENT.*

SCHOOL FURTHER AGREES to indemnify and hold the City Harmless from any suits, actions, claims, losses, damages, and expenses (including reasonable attorney's and court costs) and any liability whatsoever that School, its employees, agents, students, or guests may sustain or incur as a result of School's failure to comply or perform with the obligations set forth above or as the result of intentional or negligent action or failure to act on the part of School.

Kerri Huckabee
Flagler Beach Montessori School

Date _____

AGENDA ITEM #15

I would like to share the following:

I will be vacationing with family in Maryland on August 11th and therefore will not be participating in discussions in reference to agenda item #15.

Ordinance 2016-04, An Ordinance of the City of Flagler Beach, Florida, authorizing and approving a lease agreement for Flagler Beach Montessori School located at 800 South Daytona Avenue and providing for an effective date.

I would appreciate your consideration of my following suggestions (pg. 2)

Rick Belhumeur

These are my suggestions as changes to what has been presented to us as of 8/05/16

The leased premises are not identified as a specific building. I suggest that the word "school" be entered everywhere that the Moody-Wickline Center (School) Building is identified.

Correct sentence 1c to read: The City will annually conduct routine maintenance of the Moody-Wickline Center School Building.

The security deposit as written only covers previous alterations to the building. I suggest that the following language be inserted in lieu of what is currently written: On the execution of this lease, School shall deposit with the City, the sum of Three Thousand One Hundred and Thirty Six Dollars and Eighty Cents (\$3,136.80) receipt of which is acknowledged by the City, as security for the faithful performance by School of the terms hereof. Such deposit shall be held for the benefit of School, and shall be returned to School on the full and faithful performance by the Flagler Beach Montessori School of the provisions hereof. The City may, but shall not be obligated to, apply all or portions of said deposit on account of School's obligation hereunder. School shall not have the right to apply the security deposit in payment of the last month's rent.

I suggest that the term of the lease agreement not end during the time that school may be in session. Maybe July 15th instead of August 15th.

I suggest that a walk-through with the Tenant be performed prior to the execution of the lease and that the condition of the premises and inventory of city property be documented (including photos) and added as an exhibit(s). Two lists need to be added to the lease in order to document both the condition of the building and what belongs to whom. Making these lists a part of the lease means that both parties agree what is there and it's condition.

A list of prior alterations made by the school should be compiled and made a part of the agreement as an exhibit. There has to be an agreement between the parties as to exactly what the alterations were. Making it part of the lease documents that.

A tenant's application should be completed and made a part of the agreement as an exhibit. Who exactly is the Flagler Beach Montessori School? Who is the responsible party? There needs to be an address on record as to where written notices will be sent.

The following should be added to the lease:

The following exhibits have been made a part of this agreement before the parties execution hereof:

- Exhibit "A" Rules and Regulations
- Exhibit "B" Moisture and Mold Addendum
- Exhibit "C" Alterations made to the Moody-Wickline Center School Building
- Exhibit "D" Flagler Beach Montessori School application
- Exhibit "E" Inventory List
- Exhibit "F" Condition Report

ITEM

#16

STAFF

REPORTS



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

Captains Weekly Report

From: Friday	7/15/2016	To: Thursday	7/21/2016				
Calls For Service	87	Felony Arrest	0	Reports Written	16	Citations Issued	27
Self-Initiated	61	Misd. Arrest	0	Comm. Policing	18	Warnings (Written/Verbal)	35
Traffic Stops	37	City Ordinance	11	Security Checks	336		

Captains Weekly Summary

Friday: 7/15/16 @ 8:29 a.m. / Traffic Stop / 800 Block of South Daytona Avenue: Officers conducted a traffic stop on a motor vehicle and the smell of burnt cannabis was emanating from the vehicle. The Driver of the vehicle was very cooperative with Officers and turned over a small hand rolled cigarette containing a green leafy substance. The subject stated that the cigarette was the only marijuana he had in his possession. The Officers utilizing their discretion seized the cigarette, warned the driver about marijuana possession and submitted the hand rolled cigarette into Evidence for destruction.

Saturday: 7/16/16 @ 1:23 a.m. / Suspicious Incident / 400 Block of North Daytona Avenue: The reporting party called and advised that someone was beating on her door and ringing the doorbell. The reporting party lives alone and was not expecting anyone at this hour. While checking the area, Patrol Officers located four (4) juveniles a block from the reporting party's residence. The juveniles were contacted, they admitted to playing "Ding Dong Ditch" and they admitted that they had snuck out without their parents knowing. The parents of all four (4) juveniles were contacted and their children were turned over to them.

Sunday: 7/16/16 @ 11:58 p.m. / Suspicious Incident / Florida Hospital Ormond: A subject arrived at Flagler Hospital Ormond with a gunshot wound to his left arm. He originally stated he was shot in Wadsworth Park at approximately 10:00 p.m. A Flagler Beach Patrol Officer responded to the hospital while other Officers canvased the Park for a possible crime scene. During our Officers investigation it was revealed that the shooting did not occur in our City. The shooting actually occurred in Palm Coast and the investigation was turned over to the Flagler County Sheriff's Office.

Sunday: 7/17/16 @ 11:23 p.m. / Stolen Vehicle / 408 South Oceanshore Boulevard (7-11): A Patrol Officer was approached by a male subject who stated that his vehicle was just stolen while he was in the store. A "BOLO" was issued and passed on to Volusia County, as the vehicle was last seen southbound on South Oceanshore Boulevard. The victim stated he had met the subject in Palm Coast and was giving him a ride to a motel in Flagler Beach due to the suspects' vehicle being broken down. The victim reported that he stopped at the 7-11 and left the suspect in the running vehicle while he went into the store. The investigation revealed that the suspects "broke down" vehicle in Palm Coast was stolen. The victim's vehicle was located in Ormond Beach and stop sticks were deployed. The vehicle was recovered and the Volusia County Sheriff's Office took the suspect into custody for Grand Theft Auto. Great Job!

Tuesday: Captain Doughney attended a community meeting in re: to Trauma Care at the News-Journal Center from 2:00 p.m. to 5:00 p.m. The well attended event was hosted by The Department of Children & Families (DCF), Community Partnership for Children and the House Next Door.

Tuesday: Officer Vinci-Bustos attended a free training course offered by the Flagler County Sheriff's Office. The course, "Female Enforcer" focused on defensive tactics for female Officers as well as behavior recognition/detecting hostile intentions. There will be another training day in the near future which Officer Vinci-Bustos will attend.

Wednesday: 7/20/16 @ 8:08 p.m. / Criminal Mischief / 2100 Block of Moody Boulevard: Officers received information in reference to vandalism on the SR100 Bridge. Officers located graffiti on the west side of the bridge and City Public Works Staff responded and painted over the damage. An "Officer Safety Bulletin" was issued due to the nature of the graffiti.

Wednesday: 7/20/16 @ 11:41 p.m. / Narcotics / 408 South Oceanshore Boulevard (7-11): Officers observed what appeared to be a hand to hand narcotic transaction in the store parking lot. The investigation revealed that a subject was in possession of a small amount of marijuana and a piece of drug paraphernalia. The subject was cooperative and the small amount of marijuana and piece of paraphernalia were seized for destruction. The subject was a juvenile and he was turned over to a parent.

Training: Sergeant Blank and Dee Ramirez attended the Criminal Justice Information Systems (CJIS) annual conference in Orlando this week. The forty (40) hour training conference provided instruction on the following topics: Sovereign Citizens encounters, coping with the death of an Officer, why mentoring matters, Uniformed Crime Report and how to reduce tensions between citizens and Police (using social media).

Sea Dune Parking: Officers monitored sea dune parking during the week and issued five (5) verbal warnings and six (6) citations.