

REGULAR MEETING OF THE FLAGLER BEACH CITY COMMISSION THURSDAY, SEPTEMBER 14, 2023, AT 5:30 P.M. AND TO BE CONTINUED UNTIL ITEMS ARE COMPLETE. CITY COMMISSION CHAMBERS, 105 S. SECOND STREET, FLAGLER BEACH, FLORIDA 32136

AGENDA

1. Call the meeting to order.
2. Pledge of Allegiance followed by a moment of silence to honor our Veterans, members of the Armed Forces and First Responders.
3. Proclamations and Awards.
 - a. Plaque of Appreciation to Catherine Feind for her service on the Planning & Architectural Review Board.
4. Deletions and changes to the agenda.
5. Public comments regarding items not on the agenda. Citizens are encouraged to speak. However, comments should be limited to three minutes. *A thirty-minute allocation of time for public comment on items not on the agenda. Each speaker has up to three-minutes to address the Chair, and one opportunity to speak, no time can be allotted to another speaker.*

CONSENT AGENDA

6. Approve the Regular Meeting minutes of July 12, and July 27, and August 17, 2023.
7. Approve a Service Agreement between MCCi, LLC and the City of Flagler Beach for MCCi, to serve as the city's maintenance and service provider for its Laserfiche Cloud Platform software – Penny Overstreet, City Clerk.
8. Approve Change Order No. 1 to Bid No. FB-23-0305, Clubhouse Interior Repairs in the amount of \$4,496.00 to Paul Culver Construction, Inc. – Penny Overstreet, City Clerk.
9. Approve a 1- year contract with Brown and Brown/Preferred Governmental Insurance Trust for an insurance package for F/Y 2023-2024 – Liz Mathis, Human Resources.
10. Approve a 1- year contract with the Flagler Humane Society for F/Y 2023-2024 – Liz Mathis, Human Resources.
11. Approve a 1-year contract renewal with Florida Health Care, Florida Blue and Guardian Dental for the FY 2023-2024 – Liz Mathis, Human Resources.
12. Approve a request for a temporary waiver for a Special Event as regulated by Chapter 4, Article III, and Section 4-129 (b) (4) of the Code of Ordinance to permit the consumption of alcoholic beverages in Veteran's Park, and consider a waiver of fees as regulated by Section 4-106. Exemptions from special event permit requirements, fees and/or itinerant merchant (I.M.) license requirements for a Special Event "Fall for Flagler" – Penny Overstreet, City Clerk.

GENERAL BUSINESS

13. Consider two (2) Scope of Service Agreements for Professional Engineering Services (CPH Corp. and Mead & Hunt) funded by the DEP Hurricane Wastewater Assistance Grant award for man hole rings and covers, lift station improvements, master lift station, equalization basin and pump

station, and process piping improvements at the Wastewater Treatment Facility – Lee Richards, Program Coordinator of Engineering Services.

14. Application OE-23-09-01 – 1112 S. Ocean Shore Boulevard – Outdoor Entertainment Permit, Cajun Beach Boil and Sushi – Applicant Linda MacDonald, Staff assigned Penny Overstreet, City Clerk.
15. Application SP# 23-08-01 Final Site Plan Approval - a request seeking approval to develop a three-story mixed -use building consisting of retail commercial and residential use sat 205 N. Ocean Shore Boulevard – Applicant John Zemball/Zahn Engineering.
16. Resolution 2023-16, a Resolution by the City Commission of the City of Flagler Beach, Florida, declaring a State of Emergency, and enacting the powers of Chapter 14, Article III, Emergency Management providing for conflict and an effective date – ratify adoption action taken August 28, 2023.
17. Consider voting membership scenarios for the River to Sea Transportation Planning Organization – Commissioner James Sherman, Flagler Beach Representative to the R2CTPO.
18. Staff Reports.
 - City Attorney:
 - City Manager:

PUBLIC HEARINGS

19. Ordinance 2023-02, an ordinance of the City of Flagler Beach, Florida, relating to impact fees; adopting the fee study dated July 18, 2023 prepared by Tischler Bise; increasing the amounts to be charged for water and wastewater impact fees; adopting new police, fire, library, and parks and recreation impact fees; establishing an administrative charge consistent with state law; amending regulations pertaining to the collection, use, and timing of payments of water, wastewater, police, fire, library, and parks and recreation impact fees; providing for notice of increased and new fees; providing for codification; providing for severability and conflicts, and providing an effective date – first reading.

COMMISSION COMMENTS

20. Commission comments, including reports from meetings attended.
21. Public comments regarding items not on the agenda. Citizens are encouraged to speak. However, comments should be limited to three minutes. *A thirty-minute allocation of time for public comment on items not on the agenda. Each speaker has up to three-minutes to address the Chair, and one opportunity to speak, no time can be allotted to another speaker.*
22. 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, an Ordinance by the City of Flagler Beach, Florida 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 No. 7

Meeting Date: September 14, 2023

Issue: Approve a Service Agreement between MCCi, LLC and the City of Flagler Beach for MCCi, to serve as the city's maintenance and service provider for its Laserfiche Cloud Platform software

From: Penny Overstreet, City Clerk

RECOMMENDATION: Approve the Service Agreement and Authorize the Mayor to sign same.

BACKGROUND: I presented to the Commission at the budget request workshop, that the City's current Laserfiche platform is approaching sunset. The old platforms are no longer being offered requiring integration to new tiered subscription model. The City purchased the Laserfiche document retention/management program 2005, over the years the licenses have been increased to the maximum allowance offered by our platform. The City also has a Laserfiche web client that allows the public access to public records via our website. With increased usage by the public the 10 public user licenses are becoming inadequate to serve the needs of staff and the public.

BUDGETARY IMPACT: \$13,000 is in this current year's budget which will be encumbered to next year where the project will be completed and include an additional \$13,000 requested in the 23/24 FY budget

PERSONNEL: City Clerk

POLICY/REQUIREMENT FOR BOARD ACTION: Motion to approve the Master Service Agreement with MCCi and authorize Mayor to sign same.

IMPLEMENTATION/COORDINATION: City Clerk, IT

Attachments

- Master Services Agreement

MASTER SERVICES AGREEMENT NO. 19788

This Master Services Agreement No. 19788 (this "**Agreement**") is effective on the date of the last signature, ("**Effective Date**") and is made by and between MCCi, LLC, a Florida limited liability company with its principal office located at 3717 Apalachee Parkway, Suite 201, Tallahassee, FL 32311 ("**MCCi**") and Client (defined herein). MCCi and Client may each be referred to individually herein as a "**Party**" or collectively as the "**Parties**".

The terms "**Client**" in this Agreement shall also include Client's "**Affiliates**," defined as a legal entity that directly or indirectly controls, is controlled by, or is under common control with the applicable Party. It is agreed that Client's Affiliates who are a party to the applicable Order (defined below) shall enjoy the same rights, benefits and obligations set forth in this Agreement as are applicable to Client.

As used in this Agreement, "MCCi" means the MCCi Affiliate providing the Services (defined below) to the Client in the applicable Order.

The Parties hereto intending to be legally bound hereby, agree as follows:

1. Scope of Service

MCCi and Client may develop and enter into one or more sales orders, attached hereto or incorporated by reference, incorporating a description of the specific goods and/or services requested by Client and agreed to be performed or otherwise provided by MCCi (and as modified in writing by the Parties, each an "**Order**"). MCCi will provide to Client those goods and/or services described as its obligation in the Order (collectively, the "**Services**"). If applicable, each Order will also describe items specifically required to be delivered by MCCi to Client (each a "**Deliverable**"), and the acceptance criteria, if any, for each of the Deliverables. Further, each Order will set forth, among other things, tasks to be performed by the Parties and roles and responsibilities of each Party. Each Order shall specifically identify this Agreement and indicate that it is subject to the terms hereof. Unless provided to the contrary in the applicable Order, to the extent there are any conflicts or inconsistencies between this Agreement and any Order or Client purchase order, except in regard to Sections 2 or 3 herein, the provisions of this Agreement shall govern and control. Use of pre-printed forms, including, but not limited to email, purchase orders, shrink-wrap or click-wrap agreements, except those that may appear in the applicable Order, acknowledgements or invoices, is for convenience only and all pre-printed terms and conditions stated thereon, except as specifically set forth in this Agreement, are void and of no effect. No amendment or modification to this Agreement will be valid unless set forth in writing and formally approved by authorized representatives of both parties. To the extent that there are any conflicts or inconsistencies between this Agreement and any Client-entered third-party government purchasing agreement ("**Purchasing Vehicle**"), the provisions of the Purchasing Vehicle shall govern and control.

No change order, notice, direction, authorization, notification or request (each a "**Change Order**") will be binding upon Client or MCCi, nor will such Change Order be the basis for any claim for additional

Last updated: August 2021

compensation by MCCi, until Client and MCCi have both signed such Change Order, or a new Order, as appropriate.

Each MCCi Affiliate will only be liable for those obligations expressly set forth in the applicable Order to which it is a party. In no event will a MCCi Affiliate be liable for any of the obligations or liabilities of any other MCCi Affiliate pursuant to this Agreement.

2. Fees

Client shall pay to MCCi the fees and other compensation set forth in each Order. By executing the applicable Order, Client acknowledges their pre-approval for any Order Expenses, defined below, quoted, and will reimburse MCCi for all reasonable out-of-pocket travel, living and other ancillary expenses paid or incurred by MCCi in connection with the Services ("**Order Expenses**"). If relevant, and provided to MCCi, MCCi will make commercially reasonable efforts to conform to Client's expense policy. If a dispute occurs regarding MCCi's invoicing of Order Expenses not in conformity with Client's expense policy and greater than five (5) percent of a specific invoice, such dispute will be subject to investigation and correction; otherwise, Client agrees to reimburse MCCi for the full amount of expenses invoiced. The Client acknowledges that it may incur expenses due to circumstances such as non-refundable items (e.g., airline tickets, training/install charges, hotel reservations, rental cars, and the like), in the event that (i) Client cancels or reschedules performance, after MCCi has made the applicable arrangements; or (ii) If Client is not prepared upon MCCi's arrival, which results in cancellation, delays, and/or the need to reperform any Deliverables.

Client acknowledges that the price of the license and/or subscription for the use of a third-party licensed product is subject to increases during the term of the license and/or subscription or at the time of renewal. If MCCi is reselling a license and/or subscription of a third-party product to Client, then MCCi will provide Client at least 15 days prior to written notice (an email will be sufficient) of an increase in the price of the license and/or subscription. If Client does not agree to pay such increase in the license and/or subscription, Client must provide written notice to MCCi within 15 days of the date of the notice of such increase. Upon receipt of such notice, MCCi will cancel Client's license and/or subscription to the third-party licensed product.

3. Invoicing and Payment

Unless otherwise stated in an Order, MCCi will invoice Client for all fees, charges and reimbursable expenses on a monthly basis and upon completion of each Order.

Client agrees to pay all undisputed invoices and undisputed portions of a disputed invoice in full within thirty (30) days from the date of each invoice. Failure to pay invoices by the due date, unless MCCi has been informed by said due date that an invoice is being contested and the reason therefor, may result in the imposition of interest charges to the extent allowable by law as well as any associated legal and collection fees incurred.

To the extent that Client is not exempt and/or has not communicated its tax status to MCCi, Client further agrees to pay

amounts equal to any federal, state or local sales, use, excise, privilege or other taxes or assessments, however designated or levied, relating to any amounts payable by Client to MCCi under this Agreement or any other Agreement between the Parties, exclusive of taxes based on MCCi's net income or net worth. Client understands and accepts that any pricing set forth in an Order does not include such taxes.

All recurring software maintenance support, subscriptions and/or other service packages ("**Recurring Services**") will automatically renew unless Client has

- (a) terminated the Agreement and/or applicable Order, per Section 4;
- (b) provided sixty (60) days written notice prior to the scheduled renewal date of the Recurring Services; or
- (c) not paid in full the renewal invoice by the renewal service period start date, but may be reinstated if/when the Client pays the renewal invoice in full (including any applicable reinstatement fees)

Once payment has been received, no refunds for Recurring Services are available.

4. Term, Termination, and Cancellation

This Agreement will commence on the Effective Date and will be effective for the longer of (i) a one (1) year period or (ii) the term of the original Order and will renew automatically for one (1) year periods and continue in full force and effect, unless terminated by either Party as set forth below. Termination of this Agreement or any Order hereunder may occur upon any of the following:

- (a) Thirty (30) days after a Party's receipt of written notice from the other Party that this Agreement or the Services, in whole or in part under an Order, shall be terminated; or
- (b) Thirty (30) days after a Party notifies the other in writing that they are in breach or default of this Agreement, unless the breaching Party cures such breach or default within such thirty (30) day period; or
- (c) Fifteen (15) days after the filing of a petition in bankruptcy by or against either Party, any insolvency of a Party, any appointment of a receiver for such Party, or any assignment for the benefit of such Party's creditors (a "**Bankruptcy Event**"), unless such Party cures such Bankruptcy Event within the fifteen (15) day period; or
- (d) If Client is a city, county, or other government entity the following applies: If Client's governing body fails to appropriate sufficient funds to make payments due and to become due during Client's next fiscal period, Client may, subject to the terms herein, terminate the applicable Order as of the last day of the fiscal period for which appropriations were received (each an "**Event of Non-appropriation**"). Client agrees to deliver notice of an Event of Non-appropriation to MCCi at least 30 days prior to the end of Client's then-current fiscal period, or if an Event of Non-appropriation has not occurred by that date, promptly upon the occurrence of any such Event of Non-appropriation. If this Agreement is terminated following an Event of Non-appropriation, Client agrees (but

only to the extent permitted by applicable law) that, for a period of one (1) year from the effective date of such termination, Client shall not purchase or otherwise acquire any technology performing functions similar to those performed by the Recurring Services from a third party.

In all events, Client shall be liable for full payment for Services and/or Deliverables and reimbursement of MCCi's expenses incurred through the effective date of termination. If Client cancels or suspends an Order, pursuant to this Agreement and only if allowed hereunder, between completed milestones, MCCi will invoice Client for a pro-rated share of the completed portion of each milestone(s) for Deliverables performed through the date of such termination or delay. If Services are resumed or Deliverables continued, MCCi will recommence invoicing per the applicable Order.

5. Working Arrangements

All Services shall be performed remotely, unless otherwise agreed to by the Parties. If Services are to be performed on Client's premises, Client shall provide the following to MCCi Personnel: (i) a suitable and adequate work environment, including space for work and equipment for performance of the Services; (ii) access to and use of Client's facilities and relevant information, including all necessary software, hardware and documentation; (iii) timely assistance in the acquisition, or correction of any hardware or software problems that would affect the performance of Services and/or delivery of a Deliverable; and (iv) any other items set forth in the applicable Order.

Client will ensure that all Client's personnel, vendors, and/or subcontractors who may be necessary or appropriate for the successful performance of the Services and/or delivery of a Deliverable will, on reasonable notice: (i) be available to assist MCCi Personnel by answering business, technical and operational questions and providing requested documents, guidelines and procedures in a timely manner; (ii) participate in the Services as reasonably necessary for performance under an Order; and (iii) be available to assist MCCi with any other activities or tasks required to complete the Services in accordance with the Order.

6. MCCi Personnel

Neither MCCi nor its Personnel (defined below) are or shall be deemed to be employees of Client but instead are independent contractors to Client. MCCi shall be responsible for the compensation of its Personnel, in addition to any applicable employment taxes, workmen's compensation and any other taxes, insurance or provisions associated with the engagement of such Personnel.

In addition, MCCi shall be responsible for all acts or omissions of its Personnel. MCCi will not discriminate in the referral or hiring of MCCi Personnel on the bases of race, religion, sexual orientation, color, sex, age, national origin, disability that does not affect the ability for an individual to perform his or her job, or other protected categories as required by applicable state, federal, and local laws.

MCCi may utilize independent subcontractors in satisfying its obligations under this Agreement (collectively with MCCi employees "Personnel"). MCCi remains responsible for all acts and omissions of all Personnel.

Upon receipt of notice from Client that any MCCi Personnel is not suitable, MCCi shall remove such person from the performance of Services and will provide a qualified replacement as quickly as reasonably possible.

Unless a particular MCCi Personnel member has been identified as a key resource to the relevant Order, MCCi at its sole discretion may reassign, if and as necessary, other appropriately qualified MCCi Personnel to the relevant Order as long as such assignment will not affect MCCi's fee for the Services defined or ability to satisfy its Deliverables.

Neither Party is a legal representative of the other nor does a Party have the authority, either express or implied, to bind or obligate the other in any way.

7. Non-Solicitation

To the extent permitted by law, during the term of this Agreement and for a period of twelve (12) months thereafter, neither Party shall knowingly (i) induce or attempt to induce any then-current employee or independent contractor of the other Party to terminate his or her employment or other relationship with the non-soliciting Party or (ii) solicit or hire any former employee or independent contractor that had been employed or engaged by the non-soliciting Party during the previous twelve (12) months. Notwithstanding the foregoing, either Party may solicit for employment, offer employment to, employ, or engage as a consultant or advisor, any of the other Party's personnel who: (i) had no previous direct contact with the soliciting Party's personnel in connection with, and during the performance of, the Services hereunder, or (ii) have responded to a general, publicly-available advertisement for employment by the hiring Party (including its Affiliates), or (iii) make unsolicited approaches or inquiries to such Party (including its Affiliates) regarding employment opportunities. The current engaging Party, in its sole discretion, may waive this provision in writing for an individual. In consideration for such waiver, the soliciting Party agrees to pay a placement fee equal to fifty (50) percent of such person's new total annual compensation. This placement fee shall be due immediately upon such person's commencement of services.

8. Confidential Information

The Parties acknowledge that in the course of MCCi providing Services for Client hereunder, each may receive Confidential Information (as defined below) of the other Party. Any and all Confidential Information in any form or media obtained by a Recipient (defined below) shall be held in confidence and shall not be copied, reproduced, or disclosed to third parties for any purpose whatsoever except as necessary in connection with the performance hereunder. Each Recipient further acknowledges that it shall not use such Confidential Information for any purposes other than in connection with the activities contemplated by this Agreement. All consultants assigned by MCCi to Client will sign appropriate forms of confidentiality agreements on or prior to their start date.

"**Confidential Information**" means any and all confidential information of a Party disclosed to the other Party, including, but not limited to, research, development, proprietary software, technical information, techniques, know-how, trade secrets, processes, clients, employees, consultants, pricing information and financial and business information, plans and systems. Confidential Information shall not include information which: (i) was known to the Party receiving the information (the "**Recipient**") prior to the time of disclosure by the other Party (the "**Disclosing Party**"); (ii) at the time of disclosure is generally available to the public or after disclosure becomes generally available to the public through no breach of this Agreement or other wrongful act by the Recipient; (iii) was lawfully received by Recipient from a third party without any obligation of confidentiality; or (iv) is required to be disclosed by law or order of a court of competent jurisdiction or regulatory authority.

The obligations set forth in this Section shall survive termination of this Agreement for a period of three (3) years thereafter.

9. Intellectual Property

Unless otherwise specified in any Order, or subject to a third-party license agreement, title to all materials, products software, Services, and/or Deliverables, including, but not limited to, reports, designs, programs, specifications, documentation, manuals, visual aids, and any other materials developed and/or prepared for Client by MCCi under any Order (whether or not such Order is completed) ("**Works**"), and all interest therein shall vest in Client and shall be deemed to be a work made for hire and made in the course of the Services rendered hereunder. MCCi shall retain a non-exclusive, royalty-free, world-wide, perpetual license to use, sell, modify, distribute, and create derivative works based upon any of the foregoing Works in its information technology professional services business, provided that in so doing MCCi shall not use or disclose any Client Confidential Information or Deliverables unique to Client. To the extent that title to any such Works may not, by operation of law, vest in Client or such Works may not be considered works made for hire, all rights, title and interest therein are hereby irrevocably assigned to Client. All such Works shall belong exclusively to Client, except as set forth herein, with Client having the right to obtain and to hold in its own name, copyrights, registrations, or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. MCCi agrees to give Client and any person designated by Client, reasonable assistance, at Client's expense, required to perfect the rights defined in this Section 9. Unless otherwise requested by Client, upon the completion of the Services to be performed under each Order or upon the earlier termination of such Order, MCCi shall promptly turn over to Client all Works and Deliverables developed pursuant to such Order, including, but not limited to, working papers, narrative descriptions, reports, and data.

Notwithstanding the foregoing, the following shall not constitute the property of Client: (i) MCCi software, including but not limited to any proprietary code (source and object), or that which is subject to third-party license agreements with MCCi; (ii) those portions of the Deliverables which include information in the public domain or which are generic ideas, concepts, know-how and techniques within

the computer design, support and consulting business generally; and (iii) those portions of the Deliverables which contain the computer consulting knowledge, techniques, tools, routines and sub-routines, utilities, know-how, methodologies and information which MCCi had prior to or acquired during the performance of its Services for Client and which do not contain any Confidential Information of Client conveyed to MCCi. Should MCCi, in performing any Services hereunder, use any computer program, code, or other materials developed by it independently of the Services provided hereunder ("**Pre-existing Work**"), MCCi shall retain any and all rights in such Pre-existing Work. MCCi hereby grants Client a paid up, world-wide, non-exclusive license to use and reproduce the Pre-existing Work for its internal business needs.

Client understands and agrees that MCCi may perform similar services for third Parties using the same Personnel that MCCi may use for rendering Services for Client hereunder, subject to MCCi's obligations respecting Client's Confidential Information pursuant to Section 8.

10. Data Privacy

In the event that MCCi, in the course of providing Services to Client, receives, stores, maintains, processes or otherwise has access to "**Personal Information**" (as defined by the State Data Protection Laws (defined below) and/or European Union Directives, and including, but not limited to, an individual's name and social security number, driver's license number or financial number) then MCCi shall safeguard this information in accordance with these laws. MCCi may disclose Personal Information for business purposes only on a need-to-know basis and only to (i) MCCi Personnel, (ii) any third-party service providers that have agreed to safeguard Personal Information in a like manner as MCCi safeguards such information, and (iii) with other entities authorized to have access to such information under applicable law or regulation. MCCi may disclose Personal Information when necessary to protect its rights and property, to enforce its terms of use and legal agreements, as required or permitted by law, or at the request of law enforcement authorities and the courts, and pursuant to a subpoena. MCCi shall have no duty to notify Client of such compliance with law. MCCi takes reasonable and appropriate measures to maintain the confidentiality and security of Personal Information and to prevent its unauthorized use or disclosure. To the extent that MCCi experiences a Security Breach as defined under the applicable State Data Protection Laws for information generated in connection with this Agreement or any Order hereto, MCCi shall notify Client in writing within five (5) business days of confirming the same.

11. Warranty

(a) Services Warranty.

MCCi warrants that all Services shall be performed by personnel with relevant skill sets and familiarity with the subject matter for the Order, in a professional, competent, and workman-like manner.

MCCi's delivery of a Deliverable to Client shall constitute a representation by MCCi that it has conducted a review of the Deliverable and believes it meets the written specifications, if any,

set forth in the corresponding Order. Client shall then have the right to conduct any review of the Deliverable as Client shall deem necessary or desirable. If Client, in its reasonable discretion, determines that any submitted Services or Deliverable does not meet the specifications, set forth in the applicable Order, Client shall have five (5) business days after MCCi's submission to give written notice to MCCi specifying the deficiencies in reasonable detail. MCCi shall use reasonable efforts to promptly cure any such deficiencies. After completing any such cure, MCCi shall resubmit the Deliverable for review as set forth above. Notwithstanding the foregoing, if Client fails to reject any Deliverable within five (5) business days, such Deliverable shall be deemed accepted.

MCCi DOES NOT WARRANT THAT THE SERVICES OR DELIVERABLES WILL BE UNINTERRUPTED OR ERROR-FREE, PROVIDED THAT MCCi SHALL REMAIN OBLIGATED PURSUANT TO THIS SECTION 11. IF THE SERVICES FAIL TO CONFORM TO THE FOREGOING WARRANTY IN ANY MATERIAL RESPECT OR TO THE SPECIFICATION SET FORTH IN AN ORDER, CLIENT'S INITIAL REMEDY WILL BE FOR MCCi, AT ITS EXPENSE, TO PROMPTLY USE COMMERCIALY REASONABLE EFFORTS TO CURE OR CORRECT SUCH FAILURE. UPON FAILURE OF THE FOREGOING, CLIENT'S REMEDIES, AND MCCi'S ENTIRE LIABILITY, AS A RESULT OF SUCH FAILURE, SHALL BE SUBJECT TO THE LIMITATIONS SET FORTH IN SECTION 12 BELOW. THE FOREGOING WARRANTY IS EXPRESSLY CONDITIONED UPON (I) CLIENT PROVIDING MCCi WITH PROMPT WRITTEN NOTICE OF ANY CLAIM THEREUNDER PRIOR TO THE EXPIRATION THEREOF, WHICH NOTICE MUST IDENTIFY WITH PARTICULARITY THE NON-CONFORMITY; (II) CLIENT'S FULL COOPERATION WITH MCCi IN ALL REASONABLE RESPECTS RELATING THERETO, INCLUDING, IN THE CASE OF MODIFIED SOFTWARE, ASSISTING MCCi TO LOCATE AND REPRODUCE THE NON-CONFORMITY; AND (III) WITH RESPECT TO ANY DELIVERABLE, THE ABSENCE OF ANY ALTERATION OR OTHER MODIFICATION OF SUCH DELIVERABLE BY ANY PERSON OR ENTITY OTHER THAN MCCi. MCCi ALSO DOES NOT WARRANT ANY THIRD-PARTY PRODUCTS PROCURED ON BEHALF OF CLIENT. IF THERE ARE ANY PRODUCT WARRANTIES PROVIDED BY THE MANUFACTURER OF THE PRODUCT, ANY REMEDY SHOULD BE REQUESTED DIRECTLY FROM MANUFACTURER AND MCCi HAS NO LIABILITY ASSOCIATED THEREWITH.

EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 11, MCCi DOES NOT MAKE OR GIVE ANY REPRESENTATION OR WARRANTY, WHETHER SUCH REPRESENTATION OR WARRANTY BE EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY REPRESENTATION OR WARRANTY FROM COURSE OF DEALING OR USAGE OF TRADE.

In the event that Client asserts any claim for warranty services hereunder and such claim relates to any matter that is mutually determined by the Parties not to be MCCi's responsibility hereunder (including any problem with Client's computer hardware or software that was not caused by any Services performed by MCCi), Client shall pay MCCi for all costs incurred for all evaluation, correction or other

services performed by MCCi relating to such claim on a time and materials basis at MCCi's then-standard rates.

(b) General Warranty.

MCCi shall perform the Services in compliance with all applicable federal and state laws and regulations and industry codes, including but not limited to (i) federal and state anti-kickback laws and regulations, (ii) federal and state securities laws, meaning that MCCi agrees that Client may be a publicly traded company and MCCi shall instruct MCCi Personnel that federal and state securities laws prohibit the purchase, sale, or pledge of Client stock while in possession of any material, non-public information, (iii) the Foreign Corrupt Practices Act of 1977, (iv) federal and state privacy and data protection laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act (collectively, "**State Data Protection Laws**"), and (v) MCCi also represents that it uses E-Verify to verify the work authorization of all newly hired employees.

12. Indemnification and Limitation of Liability

Each Party ("**Indemnifying Party**") shall indemnify, defend, and hold the other harmless against any loss, damage, or costs (including reasonable attorneys' fees) in connection with third party claims, demands, suits, or proceedings ("**Claims**") to the extent caused by the Indemnifying Party.

(a) MCCi Indemnification.

MCCi shall defend, indemnify, and hold Client harmless against Claims made or brought against Client for bodily injury or personal property damage arising out of the Indemnifying Party's performance within the scope of its responsibilities under this Agreement or by a third party alleging that the use of any Deliverable as provided to Client under this Agreement or any Order hereto and used in accordance with this Agreement and relevant documentation, infringes any third party's intellectual property rights. Notwithstanding the foregoing, MCCi shall not be required to indemnify Client to the extent the alleged infringement: (i) is based on information or requirements furnished by Client, (ii) is the result of a modification made by an entity other than MCCi, or (iii) arises from use of a Deliverable in combination with any other product or service not provided or approved in writing by MCCi. If Client is enjoined from using the Deliverable or MCCi reasonably believes that Client will be enjoined, MCCi shall have the right, at its sole option, to obtain for Client the right to continue use of the Deliverable or to replace or modify the same so that it is no longer infringing. If neither of the foregoing options is reasonably available to MCCi, then this Agreement may be terminated at either Party's option, and MCCi's sole liability shall be subject to the limitation of liability provided in this Section.

(b) Client Indemnification.

If the Services require MCCi to access or use any third-party products provided or used by Client, Client warrants that it shall have all rights and licenses of third parties necessary or appropriate for MCCi to access or use such third-party products and agrees to produce evidence of such rights and licenses upon the reasonable request of MCCi and to indemnify, hold harmless and defend MCCi from and

against any Claims to the extent arising from MCCi's access to or use of such third-party products. Should MCCi provide third-party licensed software hereunder, Client will indemnify, defend, and hold MCCi harmless for the breach by Client or any entity for whom Client provides access the same, for any breach of such third-party terms of use, including, without limitation, a licensor's end user license agreement, acceptable use policy, and the like.

IF CLIENT IS A CITY, COUNTY, OR OTHER GOVERNMENT ENTITY AND SUCH ENTITIES GOVERNING BODY PROHIBITS INDEMNIFICATION, THEN CLIENT'S INDEMNIFICATION OBLIGATIONS SHALL BE REDUCED TO REFLECT THE LIMITATIONS THAT ARE LEGALLY BINDING ON CLIENT.

(c) Indemnification Procedure.

Each indemnified Party shall give the Indemnifying Party (i) prompt written notice of the Claim; (ii) sole control of the defense and settlement of the Claim (provided that the Indemnifying Party may not settle any Claim unless it unconditionally releases the indemnified Party of all liability and does not otherwise negatively impact the indemnified Party's rights, including, without limitation, those in its intellectual property); and (iii) at Indemnifying Party's cost, all reasonable assistance.

(d) Limitation of Liability.

(i) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST REVENUES, PROFITS, SAVINGS OR BUSINESS) OR LOSS OF RECORDS OR DATA, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED TO SUCH PARTY IN ADVANCE OR COULD HAVE BEEN REASONABLY FORESEEN BY SUCH PARTY, AND WHETHER IN AN ACTION BASED ON CONTRACT, WARRANTY, STRICT LIABILITY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE. EXCEPT FOR A PARTY'S PAYMENT AND INDEMNIFICATION OBLIGATIONS, EACH PARTY'S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS, LOSSES, OR OTHER LIABILITY ARISING OUT OF, OR CONNECTED WITH, THIS AGREEMENT, THE SERVICES, DELIVERABLES, AND/OR SOFTWARE PROVIDED HEREUNDER OR CLIENT'S USE OF ANY SUCH SERVICES, DELIVERABLES, AND/OR SOFTWARE, AND WHETHER BASED UPON CONTRACT, WARRANTY, STRICT LIABILITY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE, SHALL IN NO CASE EXCEED THE AGGREGATE AMOUNTS PAID TO MCCi BY CLIENT UNDER THE APPLICABLE ORDER, GIVING RISE TO SUCH CLAIM DURING THE LAST SIX (6) MONTHS.

(ii) NOTWITHSTANDING SECTION 12(d) MCCi'S LIABILITY FOR CLAIMS INVOLVING ITS INDEMNIFICATION OBLIGATIONS SHALL BE LIMITED TO \$500,000.

EACH PARTY'S ENTIRE LIABILITY AND CLIENT'S REMEDIES UNDER THIS AGREEMENT SHALL BE SUBJECT TO THE LIMITATIONS CONTAINED IN THIS SECTION 12. THE LIMITATIONS ON WARRANTY AND LIABILITY SPECIFIED IN SECTIONS 11 AND 12 HEREOF WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

The Parties acknowledge that the limitation of warranties and liabilities as set out in this Agreement are an essential basis of this Agreement and that the prices agreed to be paid by Client for Services reflect these limitations.

13. Insurance

During the term of this Agreement, MCCi shall carry, at its sole expense, insurance coverage to include at a minimum the following:

- Workers Compensation: State statutory limits and \$1,000,000 employers' liability
- Comprehensive General Liability: \$2,000,000 per occurrence and \$4,000,000 in the aggregate
- Professional Liability and Errors & Omissions: \$1,000,000 per occurrence and \$3,000,000 in the aggregate
- Cyber and Technical Errors and Omissions: \$3,000,000 in the aggregate

MCCi, at Client's request, will name Client as an additional insured under the Comprehensive General Liability policy. MCCi represents that Client is automatically included as an additional insured under the Errors and Omissions and Cyber and Technical Errors and Omissions policies for vicarious liability, but no modified certificate of insurance will be provided.

14. Notices

All notices, demands, and other communications required or permitted hereunder or in connection herewith shall be in writing and shall be deemed to have been duly given if delivered (including by receipt verified electronic transmission) or five (5) business days after mailed in the Continental United States by first class mail, postage prepaid, to a Party at the following address, or to such other address as such Party may hereafter specify by notice:

<u>If to MCCi</u>	<u>If to Client:</u>
MCCi, LLC	City of Flagler Beach
3717 Apalachee Parkway	PO Box 70
Suite 201	
Tallahassee, FL 32311	Flagler Beach, FL 32136
Attn: Legal Department	Attn: Penny Overstreet
Email:	Email:
legal@mccinnovations.com	poverstreet@cityofflaglerbeach.com

15. Miscellaneous

(a) Third-Party EULA Provisions.

Client acknowledges that they are responsible for adhering to any third-party End User License Agreements, acceptable use policies, and/or terms and conditions or similar requirements ("EULA"), whether supplied by MCCi as a convenience or not, for any products procured on behalf of Client by MCCi.

(b) Use of Open-Source Code.

Except as disclosed in the Order, MCCi does not distribute nor otherwise use any open-source or similar software in a manner that would obligate MCCi to disclose, license, make available or distribute any of its material proprietary source code as a condition of such use. For purposes of this Agreement, "Open Source" shall mean any software or other Intellectual Property that is distributed or made

available as "open-source software" or "free software" or is otherwise publicly distributed or made generally available in source code or equivalent form under terms that permit modification and redistribution of such software or Intellectual Property. Open Source includes, but may not be limited to, software that is licensed under the GNU General Public License, GNU Lesser General Public License, Mozilla License, Common Public License, Apache License, or BSD License, as well as all other similar "public" licenses.

(c) Client Software Customizations.

Client may choose to customize their software internally without MCCi's help. MCCi is not responsible for any damages caused by Client's customization of the software. MCCi will not be held responsible for correcting any problems that may occur from these customizations.

(d) MCCi Software Configuration Services.

Client may elect to contract with MCCi to configure Client's software. In these situations, Client acknowledges they are responsible for testing all software configurations and as such, waives any and all liability to MCCi for any damages that could be related to these software configurations.

(e) Compliance with Laws.

To the extent applicable to the Parties each Party shall comply with and give all notices required by all applicable federal, state, and local laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on use of the Services, Deliverables and/or software and the performance of this Agreement.

(f) Equal Opportunity.

To the extent applicable to the Parties each shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a), and the posting requirements of 29 CFR Part 471, appendix A to subpart A, if applicable. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin.

(g) Excluded Parties List.

To the extent required by law and applicable to Client, MCCi agrees to promptly report to Client if an employee or contractor is listed by a federal agency as debarred, excluded or otherwise ineligible for participation in federally funded health care programs.

(h) Force Majeure.

If either of the Parties hereto are delayed or prevented from fulfilling any of its obligations under this Agreement by force majeure, said Parties shall not be liable under this Agreement for said delay or failure. "Force Majeure" means any cause beyond the reasonable control of a Party including, but not limited to, an act of God, an act or omission of civil or military authorities of a state or nation, epidemic, pandemic, fire, strike, flood, riot, war, delay of transportation, or inability due to the aforementioned causes to obtain necessary labor, materials or facilities.

(i) Audit Rights.

With reasonable notice and at a convenient location, Client will have the right to audit MCCi's records to verify the accuracy of invoicing to Client.

In addition, should any of Client's regulators legally require access to audit the Services, MCCi will, to the extent legally required by such regulators, provide access for the same. All results of such audits shall be MCCi Confidential Information.

Client shall bear all costs associated with audits.

(j) Assignment.

Neither Party may assign or otherwise transfer any of its rights, duties, or obligations under this Agreement without the prior written consent of the other Party. Either Party, however, without any requirement for prior consent by the other, may assign this Agreement and its rights hereunder to any entity who succeeds (by purchase, merger, operation of law or otherwise) to all or substantially all of the capital stock, assets, or business of such Party, if the succeeding entity agrees in writing to assume and be bound by all of the obligations of such Party under this Agreement. This Agreement shall be binding upon and accrue to the benefit of the Parties hereto and their respective successors and permitted assignees.

(k) Modification.

This Agreement may be modified only by a written amendment executed by duly authorized officers or representatives of both Parties.

(l) Provisions Severable.

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such provision shall be severed from this Agreement and the remaining provisions will continue in full force.

(m) Dispute Resolution.

Should a dispute arise between MCCi and Client involving their respective responsibilities, limitations, or the working relations between the Parties under this Agreement or any Order, then the Parties will make reasonable efforts to amicably resolve the dispute. Prior to entering arbitration as set forth below, the Parties agree that any dispute will initially be referred to their senior management for resolution within ten (10) business days of receipt of notice specifying and asking for the intervention of the Parties' superiors. If the dispute is still unresolved after such ten (10) business day period, the Parties agree, at the written request of either Party, to submit the dispute to a single arbitrator for resolution by binding arbitration under the rules of the American Arbitration Association, and that any award of the arbitrator shall be enforceable under any court having jurisdiction thereof. In any such action, the Parties will bear their own costs and will share equally in the costs and fees assessed by the American Arbitration Association for its services.

(n) Interpretation.

The descriptive headings of this Agreement and of any Order under this Agreement are for convenience only and shall not affect the construction or interpretation of this Agreement. As used herein,

"include" and its derivatives (including, "e.g.") shall be deemed to mean "including but not limited to." Each Party acknowledges that this Agreement has been the subject of active and complete negotiations, and that this Agreement should not be construed in favor of or against any Party by reason of the extent to which any Party or its professional advisers participated in the preparation of this Agreement.

(o) Publicity.

MCCi may use the name of Client, the existence of this Agreement and the nature of the associated services provided herein for marketing purposes, except that such use shall not include any Client Confidential Information as defined in Section 8 of this Agreement.

(p) Entire Agreement.

This Agreement and all Order(s) attached hereto constitute the complete and exclusive statement of the agreement between the Parties and supersedes all proposals, oral or written, and all other prior or contemporaneous communications between the Parties relating to the subject matter herein.

(q) Counterparts.

This Agreement may be executed in several counterparts, each of which will be deemed an original, and all of which taken together will constitute one single agreement between the Parties with the same effect as if all the signatures were upon the same instrument. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the Parties and the receiving Party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

(r) Governing Law.

This Agreement, any claim dispute or controversy hereunder (a "Dispute") will be governed by (i) the laws of the State of Florida, or (ii) if Client is a city, county, municipality or other governmental entity, the law of state where Client is located, in all cases without regard to its conflicts of law. The UN Convention for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply. In any Dispute, each Party will bear its own attorneys' fees and costs and expressly waives any statutory right to attorneys' fees.

(s) Bench Trial.

The Parties agree to waive, to the maximum extent permitted by law, any right to a jury trial with respect to any Dispute.

(t) No Class Actions.

NEITHER PARTY SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST EACH OTHER, SUCH PARTY'S PROVIDERS, AND/OR CLIENTS, OR PURSUE ANY CLAIM AS A REPRESENTATIVE OR CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

(u) Limitation Period.

Neither Party shall be liable for any claim brought more than two (2) years after the cause of action for such claim first arose.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

MCCI, LLC

CITY OF FLAGLER BEACH ("Client")

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO BOX 70
FLAGLER BEACH, FL 32136



FLAGLER BEACH CITY COMMISSION

Item No. 8

Meeting Date: September 14, 2023

Issue: Approve Change Order No. 1 to Bid No. FB-23-0305, Clubhouse Interior Repairs in the amount of \$4,496.00 to Paul Culver Construction, Inc.

From: Penny Overstreet, City Clerk

RECOMMENDATION: Motion to approve Change Order No. 1 in the amount of \$4,496 for Bid No. FB-23-0305, Clubhouse Interior Repairs.

BACKGROUND: The Commission awarded Bid No. FB-23-0305 to Paul Culver Construction at their May 11, 2023 Meeting in the amount of \$53,508. The change is needed to make the front entry ADA compliant, through removal and replacement of the correct concrete grade of the stoop and curb at the front entry.

BUDGETARY IMPACT: The combined insurance payment for the Clubhouse Roof and interior was \$93,714.13. The negative difference between the insurance payment and the bids including change orders is \$7,189.87. Staff will submit a claim to FEMA for the cost difference. The portion of City financial responsibility will be \$898.73 (12.5%).

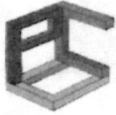
PERSONNEL: City Clerk, Building Department, Project Coordinator

POLICY/REQUIREMENT FOR BOARD ACTION: Motion to approve Change Order No. 1 to bid No. FB-23-0305 in the amount of \$4,496.

IMPLEMENTATION/COORDINATION: City Clerk, Project Coordinator

Attachments

- **Change Order No. 1 from Paul Culver Construction**



CHANGE ORDER No. 1

Change Order not valid until signed by Contractor and Owner

Project: C23-052
Flagler Beach Club House Interior Rebuild
3600 S. Central Ave
Flagler Beach, FL 32136

Change Order No. 1
Date: 08/23/23
Contract Date: 12/06/21

Contractor:
Paul Culver Construction, Inc.
201 Osceola Ave
Daytona Beach, FL 32114
(386) 763-4190

The Contract is Changed as Follows to incorporate the following additional work:

All labor and materials to complete the following per owner's request	
Remove and Replace Concrete Stoop at Entry Door	\$2,910.00
Remove and Replace Curb	\$1,000.00
Overhead & Profit	\$586.00

Grand Total: \$4,496.00

The Original Contract Sum:	<u>\$53,508.00</u>
Net Change by Previously authorized Change Orders	<u>\$0.00</u>
The Contract Sum prior to this Change Order:	<u>\$53,508.00</u>
The Contract Sum will be <input checked="" type="checkbox"/> INCREASED <input type="checkbox"/> DECREASED	<u>\$4,496.00</u>
<input type="checkbox"/> UNCHANGED	
The new Contract Sum including this Change Order will be	<u>\$58,004.00</u>
The Contract Time will be <input checked="" type="checkbox"/> INCREASED <input type="checkbox"/> DECREASED	<u>5</u> DAYS
<input type="checkbox"/> UNCHANGED	

Contractor:
Paul Culver Construction, Inc.
201 Osceola Ave.
Daytona Beach, FL 32114
By: Paul Culver
Date: 2/23/2023

Architect:

Chris Novak

Subcontractor:

Date: 8/24/23

CHRIS NOVAK

end of Charge Order

To be completed by the Project Manager

Project Manager recommends approval
PM: Paul K. Culver - President
Date: Wednesday, August 23, 2023



FLAGLER BEACH CITY COMMISSION

Item No. 10

Meeting Date: 9/14/2023

Issue: Approve 3-year contract with Flagler County Humane Society

From: Liz Mathis, Human Resources Manager

Organization: City of Flagler Beach

RECOMMENDATION: Approve a three-year agreement for Animal Control and Housing services with Flagler County Humane Society and approve Mayor to sign any necessary documents.

BACKGROUND: To meet the mandates of City ordinances and Florida Statutes with respect to stray animals, animal bites and animal investigations, the City is required to provide secured facilities to be utilized for the holding and quarantine of these animals. Because the City does not have the facilities, staff, training or capacity to meet needed service requirements; we have contracted with the Flagler Humane Society to provide this service. This includes the impoundment and care of stray, wild and domestic animals captured or impounded within the City.

This new three (3) year contract includes set annual adjustments for succeeding years. The succeeding years increase will be determined by the annual CPI, but not to exceed 5%. There will be no changes to services provided. Rabies quarantine and confiscated animal costs will remain the same as noted in the contract.

BUDGETARY IMPACT: The proposed contract amount is \$16,000.00 for the first year. This is a 5.36% increase from the 2022-2023 contract. This amount is already included in the FY 23/24 budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

CITY MANAGER: Our options to address this service area are very limited. The City Manager recommends acceptance of this contract.

PERSONNEL:

POLICY/REQUIREMENT FOR BOARD ACTION:

IMPLEMENTATION/COORDINATION:

Attachments

Contract for Services Between

Flagler Humane Society

And

City of Flagler Beach

This Services Agreement ("Agreement") made this _____ day of _____ 2022~~3~~ by and between the **Flagler Humane Society** (FHS), a Florida non-profit corporation, and the City of Flagler Beach, a Florida Municipal corporation, ("City").

Whereas, in order to enforce the ordinances of the City and the laws of the State of Florida with respect to stray animals, the City desires to deliver stray animals to FHS for the humane impoundment and humane disposition of said animals: and

Whereas, FHS is organized for the purpose, among others, of preventing cruelty to animals and is interested in assuring that impounded animals are sheltered in a humane manner and those which must be euthanized, be so euthanized in a humane manner.

Now, therefore, and in consideration of the mutual covenants, conditions, and provisions herein contained, it is expressly agreed and understood as follows:

1. **Term:** This agreement will take effect at 12:00a.m, the 1st day of October 2022~~3~~, and will remain in full force for a thirty six twelve (12 36) month period ending at 11:59 p.m. the 30th day of September 2023~~6~~. ~~The City has the option to renew the contract for up to three (3) additional one (1) year terms.~~

2. **Animal Shelter and Services**

(a) The City shall pay to FHS the annual sum of- ~~\$15,186.00.~~ \$16,000.00 This is comprised of ~~\$10,386.00 its pro-rata share to defray the costs of providing physical animal control services and a flat rate of \$4,800.00 for animal housing.~~ This amount is comprised of its pro-rata share to defray the costs of providing physical animal control services and animal housing. Such payment shall be made in monthly installments of ~~\$1,265.50~~ 1,333.33 commencing October 1, 2023~~2~~ and services rendered shall be for the term of October 1, 2023~~2~~ until September 30, 2023~~4~~

(b) FHS will maintain and operate an animal shelter ("Shelter") in a manner adequate for the confinement, remedial treatment and disposal of stray dogs or cats which may be delivered to it from all areas within the City, and will furnish at its sole expense all supervision, labor, animal food, tools, supplies and other

regarding neglected and abused animals and the issuance of citations according to the ordinances of Flagler Beach and Florida Statutes relating to animals.

(f) Animal Control Services coverage will be provided seven (7) days per week, eight (8) hours per day, except holidays.

i Emergency after hours and holiday coverage will be provided when the animal services officers are off duty. Emergencies may include but are not limited to an injured animal, an animal attack or bite and aggressive animals.

iii. After hours response shall be at the discretion of the on call officer and shall be for emergencies only.

(g) Animal Control Services officers and personnel will be employed by Flagler Humane Society, Inc and shall be duly certified as animal control officers in accordance with Florida Statutes 828.27.

2.1 The total annual compensation amounts payable to FHS provided in subsection 2a above shall be adjusted annually for succeeding years of this Agreement, including any extended term of this Agreement, which adjustment shall be effective as of October 1 of each succeeding year, computed as follows: the annual amounts (not including units of service) shall be increased by ~~3%~~ or by the increase in the CPI (as defined hereafter), whichever is ~~less~~ greater (but not to exceed 5%). The CPI adjustment shall be based on the Consumer Price Index for All Urban Consumers, South Region, US City Average (reference base of 1982-1984=100), published by the US Bureau of Labor Statistics, comparing a 12 month time period ending on June 30. If the issuance of the CPI by the US Bureau of Labor Statistics is discontinued, the PARTIES shall use the official index published by a federal government agency that is most nearly equivalent to the CPI. If no such index is available, then the PARTIES shall use such index or procedure that reasonably reflects increases or decreases in consumer process in the Flagler County, Florida area.

3. Billing and Payment:

(a) In consideration of the agreements and undertakings to be performed by FHS, the City agrees to pay FHS monthly, in arrears, for:

(i) each stray dog or cat or domesticated animal delivered to the Shelter by either the City's Police or Animal Control Officers is included in base monthly charge.

(c) FHS will submit to the City, with its monthly statement, all pick up addresses of stray animals charged to the City's account not impounded by a City Animal Control Officer.

4. Rabies Impoundment: FHS will provide space for the confinement, observation, and care of any stray animal suspected of rabies, or any stray animal which has bitten or otherwise exposed any person to rabies, and will accept, care for and dispose of any such animal delivered to its Shelter and will cause to have removed and make available to the Flagler County Health Department Officer for laboratory examination the head of any such animal which becomes ill or dies while under confinement for such reasons. Impoundments of stray animals requiring quarantine will be charged at a rate of ~~\$200.~~300. All charges to be paid by the City.

5. Confiscated Animals: FHS will agree to accept confiscated animals as strays or accept said animals as "confiscated" only when the provisions of Section 828.073, Florida Statutes are satisfied (i.e. petition the Court for a hearing). Such impoundments will be charged at a rate of \$90 for the first five (5) days and \$30 per day thereafter. All charges to be paid for by the City. The appropriate paper work must be submitted by the seizing agent to FHS within five (5) business days of impoundment of the confiscated animal. Failure to comply with this requirement will convert any "confiscated" animals to "stray" status to be charged to the City at the normal stray fees. The City agrees to fully indemnify and hold harmless FHS for any and all claims that may arise as a result of the City's decision to submit the animal as "confiscated". All charges are to be paid by the City.

6 Dangerous Dog Law: Pursuant to Sections 767.12 and 767.13, Florida Statutes, it will be the sole responsibility of the City's animal control authority to determine whether a dog is dangerous and to submit to FHS the necessary paperwork described in the applicable statutes. If quarantine is necessary, the dog may be quarantined for ten (10) days at a bona fide boarding kennel or veterinarian's office of the seizing agent's or owner's choice. Otherwise, FHS will quarantine all dogs that the City's animal control authority determines to be dangerous for ten (10) days and the impoundment for such dogs will be charged at the rate of \$300. All charges to be paid by the City. If the owner of the dog is unknown by the end of the quarantine period, the City may request that euthanasia be performed by FHS when it is in the City's belief that the dog poses a threat to public safety, the City agrees to fully indemnify and hold harmless FHS for any and all claims that may arise as a result of the City's decision to submit the animal as dangerous. All charges to be paid for by the City.

13. Mediation: Any dispute arising from this Agreement, including, but not limited to, disputes over fees for services, will be mediated prior to a lawsuit being filed. Mediation will occur within sixty (60) days of a written request by either party to mediate unless agreed to otherwise. The written request must be delivered in accordance with the provisions of Paragraph 20, below, of this Agreement. The cost of the mediator's fee will be borne equally by the parties.

14. Attorney's Fees: With the exception of the cost of the mediator's fee as provided in Paragraph 13 of this Agreement, the City agrees to pay for all costs, expenses, losses, damages and reasonable attorney's fees incurred by FHS, regardless if litigation ensues, in the collections of any fees owed to it and not paid when due under this Agreement.

15. Venue: The parties further agree that this Agreement will be governed by the laws of the State of Florida and that the venue for any and all suits arising out of or otherwise attributable to this Agreement will lie exclusively in the courts of Flagler County Florida.

16. Severability: If any provision of this Agreement or any part of any provision of this Agreement is found to be invalid by a court of competent jurisdiction, such will not affect the validity of any other provision or part thereof of this Agreement.

17. Termination: Either party may terminate this Agreement, with or without cause, by giving no less than ninety (90) days written notice.

18. Entire Agreement: This Agreement constitutes the entire and final understanding and agreement with respect to the subject matter hereof and supersedes all prior or contemporaneous negotiations, promises, covenants, agreements or representations concerning all matters directly or indirectly collaterally related to the subject matter of this Agreement.

19. Amendments: This Agreement cannot be amended or modified except by a writing executed by both the parties hereto or their respective Board of Directors, administrators, trustees, personal representatives, and successors.

20. Notices: Any written notice required to be given under this Agreement is to be mailed by registered or certified mail, postage prepaid, to the party's business address or any other address designated for that purpose by written notice by either party to the other party..

For purposes of this Agreement, the following will be designated as primary contacts should questions, issues or concerns arise during the duration of the Agreement.



FLAGLER BEACH CITY COMMISSION

Item No. 12

Meeting Date: September 14, 2023

Issue: Approve a request for a temporary waiver for a Special Event as regulated by Chapter 4, Article III, and Section 4-129 (b) (4) of the Code of Ordinance to permit the consumption of alcoholic beverages in Veteran's Park, and consider a waiver of fees as regulated by Section 4-106. Exemptions from special event permit requirements, fees and/or itinerant merchant (I.M.) license requirements for a Special Event "Fall for Flagler"

From: Penny Overstreet, City Clerk

Organization: Flagler Beach Museum, Patti King, Director

RECOMMENDATION: Approve the request.

BACKGROUND: The Commission at the September 24, 2015 meeting reached consensus to treat functions by the Museum on the Pier as a City Event. This action waived city service and application fees, along with any use fees for electricity and water. The Museum would still be responsible to pay for the Off Duty Police Officer per the IUPA Agreement. The waiver was specific to the use of the pier. Due to the uninhabitable condition of the pier the Museum plans to utilize Veterans Park for its annual fundraising event. Therefore, staff is requesting the Commission motion to waive the fees for the event in Veterans Park. This request also contains a request for alcohol sales and consumption in Veterans Park. The Commission's approval is only required for these two items. Staff will administratively process the event application, and ensure all regulations are complied with.

Sec. 4-129. Temporary waivers from certain Code provisions.

(a) The city commission may grant temporary waivers from the provisions of the Code of Ordinances as provided herein. Such waivers shall apply for the duration of the special event permit unless the city commission includes a shorter duration for the temporary waiver as a condition of approval of the waiver. In no event shall a waiver granted herein apply beyond the duration of the special event permit. The city commission shall not grant a temporary waiver to any provision of the Code of Ordinances not specifically contained herein.

(4) A temporary waiver from the prohibition on consumption and dispensing alcoholic beverages in public parks and recreation areas and upon the municipal pier provided in Sections 6-73 and 6-27 of the Code of Ordinances shall be granted upon a showing by competent substantial evidence that:

- (i) all necessary licenses for any sale or distribution of alcoholic beverages have been or will be obtained.
- (ii) The applicant will take appropriate measures to ensure compliance with Section 4-111 herein; and
- (iii) the consumption of alcoholic beverages will comply with all other Federal, State and local laws and regulations.

Staff has reviewed the application and provided the following comments and recommendations.

BUDGETARY IMPACT: Police will be paid per the IUPA Agreement. Other staff assignments for the event will be performed during regular working hours. Staff required to accommodate needs of event will be working regular scheduled hours and no overtime expenses will be accrued.

LEGAL CONSIDERATIONS/SIGN-OFF: N/A

PERSONNEL: *Captain Doughney:* I respectfully recommending approval for this event under the following criteria;

1. The applicant hires two off duty Flagler Beach Police Officers for the duration of the event at \$50.00 per hour; as per the Union agreement. The assigned Police Officers will be in a readily identifiable Police uniform, he/she will monitor the crowd for underage drinking as well as monitor the attendees as they depart to ensure that no open containers leave the Park.

Captain Pace: Recommend approval, I will have crew on standby for any emergency that may occur.

Sanitation Supervisor Smith: Recommend approval, and placement of tipper carts for recycle and

refuse.

Bill Clemence, Maintenance Supervisor: Department will ensure the Park is clean before and after the event, and will install the temporary fencing provided by the applicant.

Penny Overstreet, City Clerk: Staff will maintain communications with the applicant to ensure all needs are covered, and I will coordinate with the various departments for the assigned responsibilities. To avoid overtime expenses, the temporary fencing will remain installed in the park on Sunday and the maintenance staff will remove it on Monday during regular working hours.

POLICY/REQUIREMENT FOR BOARD ACTION: Approve the request per staff recommendations.

IMPLEMENTATION/COORDINATION: Clerk will work with applicant and staff to ensure all concerns are addressed and needs are met to support the event.

Attachments

- **Special Event Application**
- **Site Plan**

City of Flagler Beach
SPECIAL EVENTS APPLICATION



105 South 2nd Street,
Post Office Box 70
Flagler Beach, Florida 32136
Phone (386) 517-2000 Fax (386) 517-2008

INSTRUCTIONS:

Please print or type all information. The application must be filled out accurately and completely. Answer all questions. Do not leave an item blank. If an item does not apply, write N/A (not applicable). Incomplete applications will not be considered. All statements made on the application are subject to verification.

If you have a 5013 C exemption certificate please attach a copy to this application for the application fee waiver.

OFFICE USE ONLY

DATE REC'D _____

FEE REC'D \$ _____

INITIALS: TD

APPROVED

DISAPPROVED

REASONS:

sent to CC for
waivers

PX _____

BY: _____

CITY SPONSOR: YES
 NO

Please type or print legibly
Required Information

Name of Event
Producer/Promoter: Fall for Flagler - FBHM

Type of Organization: non-profit profit charitable government

Will the City be asked to sponsor or co-sponsor? Yes No

Contact Person: Patti King

Address: 207 S. Central Ave

City: Flagler Beach State: FL Zip: 32136

Work Phone: 386 517 2025 Home Phone: _____

Fax: _____ Mobile Phone: 386 338 2879

E-Mail Address: email@flaglerbeachmuseum.org

Billing Information

Is the party responsible for billing same as above? Yes No

If No, please provide the proper information below:

Attention: _____

Address: _____

City _____ State _____ Zip _____

Work Phone: _____ Fax: _____

EVENT INFORMATION

Event Name: FALL for Flagler Festival

Date(s) Requested: Sept. 23, 2023

Location: Veterans Park

Brief Description of Event: CHEER at the Pier moved - local Restaurant samples, wine & Beer, Entertainment & Silent Auction

Site Plan Attached? Yes No
If No, explain here:

Will admission fee be charged for event? Yes No

Event Time: Date 9/23/2023 Start 3⁰⁰pm End 6⁰⁰pm

Date _____ Start _____ End _____

Date _____ Start _____ End _____

Set Up: Date 9/23/2023 Start 0700am End 0300 pm

Break Down: Date 9/23/2023 Start 0600pm End 0800 pm

Rain Date: Date N/A Start _____ End _____

Total Number of Expected attendees\participants: _____

Age Breakdown: _____ 1-10 _____ 11-18 50 ²¹⁻19-25 100 26-40 450 Over 40
(Total 500-600)

Have you held this event previously? No Yes

If Yes, Previous Date(s): 4/9/2022 Cheer at the Pier (#17 previous years)

Location: Flagler Beach Pier

Does this event differ from previous years? No Yes

If Yes, explain how: location changed & added Silent Auction

SIGNS\BANNERS

Will you require signs and banners at your event? No Yes

If Yes, list # and dimensions of each:

2- DRINK TICKETS/ ID CHECK 1- DRINKS 2- ENTRANCE

Proposed locations:

see attached diagram

(no larger than 10'x2' will hang ON 10'x10' tents)

ENTERTAINMENT

Will there be entertainment? _____ No Yes

If Yes, a complete detailed listing of names and times must be provided for all entertainment.

Will you be using a sound system? _____ No Yes

If Yes,
Contractor: Vern Shank Type System same as 1st Fridays

Note: City ordinances require

Sound Times Date: 9/23/2023 Start 12 N am\pm End 6⁰⁰ am\pm
Date: _____ Start _____ am\pm End _____ am\pm

Will there be games or rides? _____ No Yes

If Yes, list all: Games for adults - Giant Jenga & Corn Hole

(Including but not limited to: carnival ride, bounce house or other inflatable, rock wall, etc.)

SPECIAL EFFECTS

Will there be special effects used? No _____ Yes

If Yes, complete the rest of this section:

Type of Effects: Fireworks _____ Laser light show _____ Other _____

**Note: Flagler Beach Fire Department will issue a permit contingent upon separate insurance being provided for fireworks*

Time(s) of Special Effects Date: _____ Start _____ am\pm End _____ am\pm
Date: _____ Start _____ am\pm End _____ am\pm

Location: _____

Effects Producer\Company: _____

Address: _____

Phone: _____ Fax: _____

PARADES

Parade permits for SR A1A or SR 100 are provided by FDOT. The City will apply for the permit but can not guarantee approval. A map of the route designating requested street closures must be attached.

Estimated number of parade units in each category:

_____ Bands _____ Floats _____ Cars _____ Marching units _____ Miscellaneous

Parade time Date: _____ Start _____ am/pm End _____ am/pm

Set-up time Date: _____ Start _____ am/pm End _____ am/pm

Break down Date: _____ Start _____ am/pm End _____ am/pm

Rain date Date: _____ Start _____ am/pm End _____ am/pm

TRAFFIC

Will normal traffic patterns be altered by the event? ___ No

If Yes, explain: Close S 2nd STREET between A1A & S. Central
for Restaurants, tent delivery & set up + break down

Will public parking, streets, sidewalks, etc. be restricted or obstructed?

No ___ Yes (If yes, designate on site sketch)

Does your plan include on-site parking? No ___ Yes (If yes, designate on site sketch)

Does your plan include off-site parking? No ___ Yes (If yes, designate on site sketch)

Will shuttles be used to transport? No ___ Yes

FACILITY REQUIREMENTS

Will you utilize temporary structures at event? ___ No Yes

If yes, indicate # of each: ___ Stages 20-30 Tents ___ Scaffolding ___ Booths Fences Temporary
___ Concession Stands ___ Miscellaneous

Location of these structures on site sketch required.

Note: Special Permits are required for tents exceeding 200 sq. ft. Special Building permits are required for temporary structures 700 or more sq. ft in area and those that are four feet above grade.

How many tents exceeding 200 sq. ft. will be used? 1 List tent location and size: 20x20
for SILENT AUCTION - S.W. corner of park - along stage area

Will you need electric? ___ No Yes

If yes, type of equipment: DRINK MACHINES / RESTAURANT equip # of Amps needed: 110v

Will you employ an electrician? No ___ Yes

If yes, provide name & phone number: using current outlets in park

PROPOSED RETAIL SALES

*** Note: All vendors are required to complete an Itinerant Merchants License application**

Estimated total number of vendors: _____ Estimated # of each type of vending: ___ Crafts
___ Clothing ___ Food/Beverage ___ Jewelry ___ Misc (Describe in detail below.)

Prepared Food and Alcoholic Beverages\Liquor Liability

Will food\beverage be prepared\sold at this event? No ___ Yes (If yes, see below.)

Note: Fire extinguishers are required and will be inspected by the Flagler Beach Fire Department, Department of Business & Professional Regulation or Department of Agriculture licenses are required and copies must be provided to the City, additional liability insurance required as set by Special Events Ordinance.

Will alcoholic beverages be dispensed, provided or served? ___ No Yes (If yes, see below.)

Note: Liquor Liability Coverage required.

Name of Organization licensed to serve alcohol at this event: Flagler Beach Historical Museum
This organization is _____ for profit not for profit (FBHM)

RESTROOM FACILITIES

Toilet Facilities available?* ___ No If Yes, how many: ___ (Pier & City Hall)

Will you provide Port-o-lets?* No ___ If Yes, how many: ___ (Designate on site plan.)

**Note: ADA requires one handicapped restroom in each group of restrooms*

AMERICANS WITH DISABILITIES ACT

ADA requires with accessibility guidelines as adopted by the State of Florida are now in effect.

SANITATION

Please review the Special Events Ordinance, and Resolution 2008-32 regarding fees for sanitary requirements. REQUEST EXTRA RECEPTACLES

POLICE SERVICES\CROWD CONTROL

Please review the Special Events Ordinance for Police\Security requirements. REQUEST TWO OFFICERS

LIABILITY INSURANCE WILL BE REQUIRED

*See Special Events Ordinance for insurance\indemnity requirements
WILL PROVIDE*

SIGNATURE(S)

I understand this is an application only and does not obligate the City in any fashion to reserve any facility location or approve an event. I also understand that if application is approved, non-compliance with event ordinances and agreements within these pages, could impact future event terms or approvals.

Signature of Applicant PK King Date 8/10/2023

Title of Applicant Fall for Flagler Festival

Affiliation Flagler Beach Historical Museum

CITY OFFICIALS

To be signed after review of application by department heads or at Special Event Planning Meeting, if required.

Chief of Police _____ Date _____

Fire Chief _____ Date _____

Sanitation _____ Date _____

City Manager _____ Date _____

City Commission Chair _____ Date _____

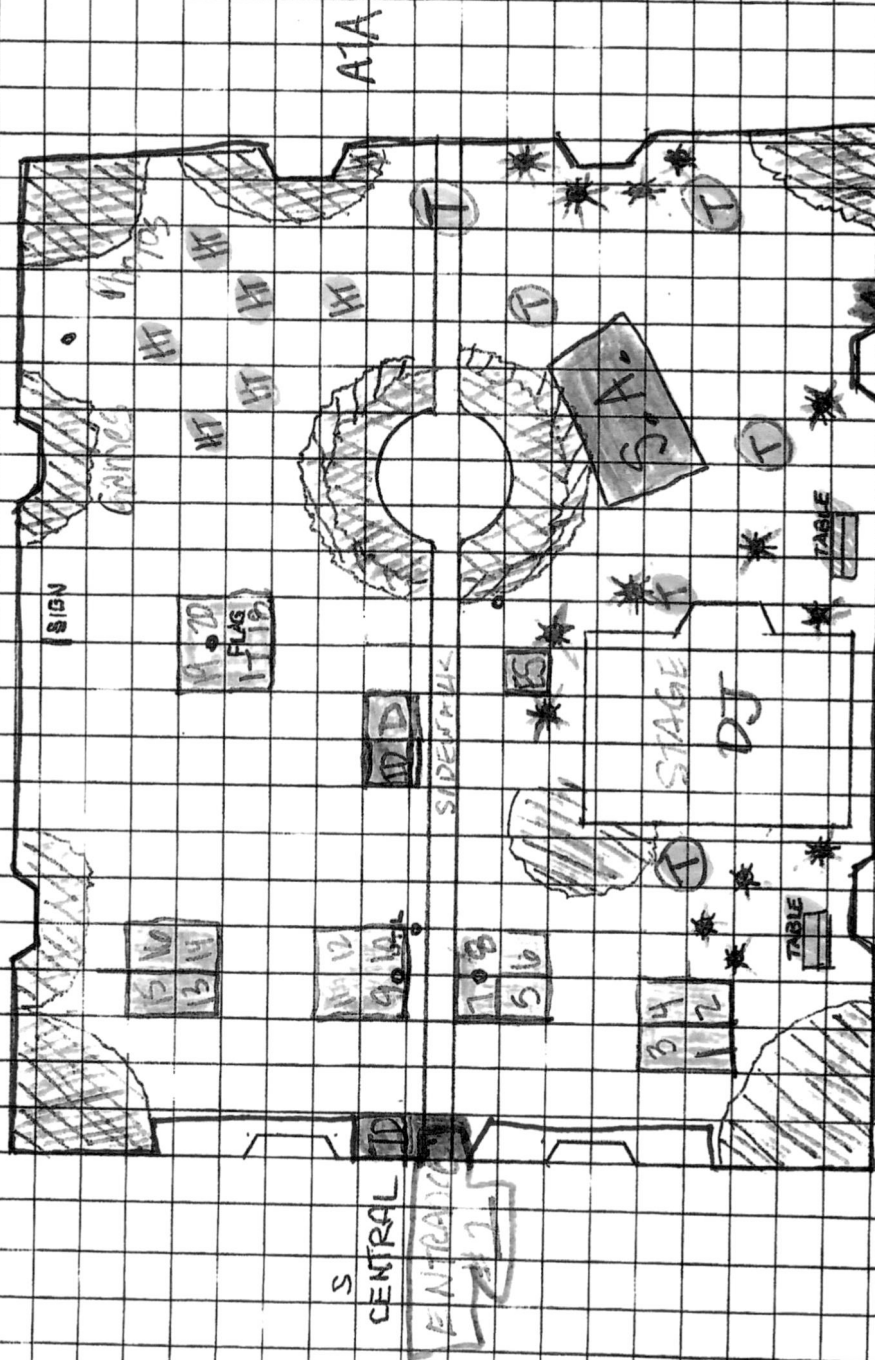
10x10' ② ID = ID check + Drink Tickets + Sales
 ① D = WINE & BEER TENT

1 # of TENTS = 6 RESTAURANTS
 10' x 10' TENTS

HT = Hi-Tops
 T = Tables w/ 6 seats

S.A. = Silent Auction TENT 20x20'
 = EVENT SCHEDULE PRIVATE TENT

MOODY



TEMP FENCING

S. 2ND STREET
 (CLOSED)
 (10-7P)

ENTRANCE
 (1-2)

1 GRID SQ = 10'

US Mail
 TO: ABT 821



FLAGLER BEACH CITY COMMISSION

Item No: 13

Meeting Date: September 14, 2023

Issue: Consider two (2) Scope of Service Agreements for Professional Engineering Services (CPH Corp. and Mead & Hunt) funded by the DEP Hurricane Wastewater Assistance Grant award for man hole rings and covers, lift station improvements, master lift station, equalization basin and pump station, and process piping improvements at the Wastewater Treatment Facility

From: Lee Richards, Program Coordinator of Engineering Services

Organization: COFB

RECOMMENDATION: Approve design contracts to CPH and Mead & Hunt for professional services for a total of \$567,219.

BACKGROUND: On February 1, 2023, Florida Department of Environmental Protection announced a new funding opportunity for local governments that operate a stormwater or wastewater management system in seven counties – Flagler County was among those eligible to apply.

The City Commission approved the grant application at the March 23, 2023 meeting.

The grant application was submitted shortly thereafter and was successful. The City was awarded \$4,500,525 for a grant with three component sub-projects. These include:

1. New manhole rings and covers at twenty (20) locations that leaked and filled with runoff and standing water during the last two hurricanes.
2. Wastewater collection/transmission system improvements for building four (4) new lift stations to upgraded specifications at elevations above the historical flood levels. The replaced stations will be converted to sanitary manholes.
3. A New Flow Equalization (EQ) Basin/EQ Pump Station, a new Master Lift Station, and process piping modifications at the City's Wastewater Treatment Facility. All systems will be designed and constructed to meet all regulatory requirements and meet all Class I Reliability Criteria.

Mead & Hunt will be providing full-service Engineering for components 1 and 2 whereas CPH will be doing the same for component 3.

The entire project, all three components identified above, is being funded by the State of Florida (Hurricane SW/WW, Section 12, Senate Bill 4A, FY22-23, GR) through FDEP Grant Agreement HA009 in the amount of \$4,500,525 (100% Funding) and, based on the grant application cost breakdowns from both firms, the grant split is as follows:

Mead & Hunt - \$2,260,920 (50.24%)

CPH - \$2,239,625 (49.76%)

See the attached "Executed Agreement" and the "Cost Breakdown" between the two firms.

BUDGETARY IMPACT: None to the City. This is a no cost share grant where the State DEP is paying 100%.

LEGAL CONSIDERATIONS/SIGN-OFF:

PERSONNEL: Dr. Lee Richards, Program Coordinator for Engineering Services.

POLICY/REQUIREMENT FOR BOARD ACTION:

IMPLEMENTATION/COORDINATION: Dr. Lee Richards.

ATTACHMENTS

- Mead & Hunt Fee Proposal
- CPH Fee Proposal
- Executed Grant Agreement
- Cost Breakdown Between the two Consultants

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): **Hurricane Wastewater Management System Restoration** Agreement Number: **HA009**

2. Parties **State of Florida Department of Environmental Protection,
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **City of Flagler Beach** Entity Type: **Local Government**

Grantee Address: **800 S. Daytona Avenue, Flagler Beach, Florida 32136** FEID: **59-6002308** (Grantee)

3. Agreement Begin Date: **Upon Execution** Date of Expiration: **December 31, 2025**

4. Project Number: _____ Project Location(s): **Lat/Long: (29.4797, -81.1275)**
(If different from Agreement Number)

Project Description: **Due to the damage that the City of Flagler Beach suffered from the effects of Hurricane Nicole, the grantee will rehabilitate and construct improvements to their current wastewater treatment facility and associated stormwater systems.**

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
\$ 4,500,525.00	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	Hurr SW/WW, Section 12 SB 4A, FY 22-23, GR	\$ 4,500,525.00
	<input type="checkbox"/> State <input type="checkbox"/> Federal		\$
	<input type="checkbox"/> Grantee Match		\$
	Total Amount of Funding + Grantee Match, if any:		

<p>6. Department's Grant Manager Name: Kyleigh Revis or successor</p> <p>Address: Florida Dept. of Environmental Protection 3900 Commonwealth Blvd. Tallahassee, FL 32399-3000</p> <p>Phone: 850-245-2198</p> <p>Email: Kyleigh.Revis@FloridaDEP.gov</p>	<p>Grantee's Grant Manager Name: Lee Richards or successor</p> <p>Address: 800 S. Daytona Avenue Flagler Beach, FL 32136</p> <p>Phone: 386-517-2000 ext. 248</p> <p>Email: lrichards@cityofflaglerbeach.com</p>
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7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

<input checked="" type="checkbox"/> Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
<input checked="" type="checkbox"/> Attachment 2: Special Terms and Conditions
<input checked="" type="checkbox"/> Attachment 3: Grant Work Plan
<input checked="" type="checkbox"/> Attachment 4: Public Records Requirements
<input checked="" type="checkbox"/> Attachment 5: Special Audit Requirements
<input type="checkbox"/> Attachment 6: Program-Specific Requirements
<input type="checkbox"/> Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with §215.985, F.S.
<input type="checkbox"/> Attachment 8: Federal Regulations and Terms (Federal)
<input type="checkbox"/> Additional Attachments (if necessary):
<input checked="" type="checkbox"/> Exhibit A: Progress Report Form
<input type="checkbox"/> Exhibit B: Property Reporting Form
<input checked="" type="checkbox"/> Exhibit C: Payment Request Summary Form
<input type="checkbox"/> Exhibit D: Quality Assurance Requirements
<input type="checkbox"/> Exhibit E: Advance Payment Terms and Interest Earned Memo
<input type="checkbox"/> Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808
<input type="checkbox"/> Additional Exhibits (if necessary):

8.	The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):		
Federal Award Date to Department:		
Total Federal Funds Obligated by this Agreement:		
Federal Awarding Agency:		
Award R&D?	<input type="checkbox"/> Yes <input type="checkbox"/> N/A	

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

City of Flagler Beach

GRANTEE

By *Suzie Johnston*
(Authorized Signature)

5/22/23
Date Signed

Suzie Johnston, Mayor

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By _____
Secretary or Designee

Date Signed

Angela Knecht, Director, Division of Water Restoration Assistance

Print Name and Title of Person Signing

Additional signatures attached on separate page.

DWRA Additional Signatures

Kyleigh Revis, DEP Grant Manager

Mitch Holmes, DEP QC Reviewer

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
- i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
- (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee's match requirements;
 - (3) a change in the expiration date of the Agreement; and/or
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
- A change order to this Agreement may be used when:
- (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.
- This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction

If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address:
<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.
- e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to:
www.myfloridacfo.com/Division/AA/Vendors/default.htm.
- j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
 - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
 - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
- e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal

Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or

- iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to Sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
- i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
 - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
 - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

26. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section

287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

27. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

28. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

- i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
- ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
- iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

29. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

30. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

31. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

32. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

33. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

34. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This

Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

35. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

36. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

37. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

38. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

39. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. HA009**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is Hurricane Wastewater Management System Restoration. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement begins on January 30, 2023 and ends at the expiration of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, N/A.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel, in accordance with Section 112, F.S.
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

Retainage is permitted under this Agreement. Retainage may be up to a maximum of 10% of the total amount of the Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution] If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.
- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of

transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808

15. Additional Terms.

None.

Any terms added here must be approved by the Office of General Counsel.

ATTACHMENT 3 GRANT WORK PLAN

PROJECT TITLE: Hurricane Wastewater Management System Restoration

PROJECT LOCATION: The Project will be located in the City of Flagler Beach within Flagler County; Lat/Long (29.4797, -81.1275).

PROJECT BACKGROUND: The City of Flagler Beach (Grantee) is a coastal community that is largely an island, with the Atlantic Ocean to the east and the Intracoastal Waterway (ICW) to the west. The stormwater systems in the west portion of the city are limited and due to severe tidal flooding during heavy rain events, the street-level lift stations become covered by water. This causes the lift station wet wells to fill with water from the streets, wastewater laterals, and the ICW. The inundation damages the pumps and electrical components which are often under several feet of water. Hurricane Nicole caused flows to the Grantee's wastewater treatment facility (WWTF) to be more than 3.0 MGD, with the facility capacity being 1.0 MGD. The facility's master lift station was inundated with ICW saline water, stormwater, and raw wastewater combined, infiltration penetrated through the walls of the master lift station wet well, and the electrical panel was compromised. All of this directly affects the operations of the WWTF due to increased flows and the extremely high levels of Infiltration/Inflow. Due to the situation described above, the Grantee's manholes and lift stations leak in the low-lying areas. The manhole covers and rings have deteriorated and no longer seal. The facility does not have a flow equalization basin which could have been used to store and attenuate the severe flows that were conveyed through the treatment processes. This project, when completed, will help rehabilitate damage caused by Hurricane Nicole to the Grantee's WWTF and associated stormwater systems.

PROJECT DESCRIPTION: Due to the damage that the WWTF suffered from the effects of Hurricane Nicole, the Grantee will complete the following improvements: 1) Construction of a flow equalization basin and either rehabilitation or construction of a new master lift station to ensure that large volumes of wastewater and sludge are not discharged into the local environment; 2) construction of approximately four (4) new lift stations to upgraded specifications, that will be much more resilient, with bypass valves above ground and the control panels better protected from wind and rain; 3) replacement of the rings and covers for approximately 20 manholes that leaked and filled with runoff and standing water associated with the flooding. The old concrete/cast iron manholes will be replaced with new composite components that are highly resistant to the saltwater environment and heavy rains experienced in Flagler Beach; 4) the removal and replacement of sections of the raw wastewater piping, and; 5) improvements to the electrical, controls, instrumentation, and SCADA system.

TASKS: All documentation should be submitted electronically unless otherwise indicated.

Task 1: Design and Permitting

Deliverables: The Grantee will complete the designs for the rehabilitation and improvements of the wastewater treatment facility and associated systems and obtain all necessary permits for construction of the project.

Documentation: The Grantee will submit: 1) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 2) a summary of design activities to date, indicating the percentage of design completion for the time period covered in the payment request. For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task and a list of all required permits identifying issue dates and issuing authorities.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 2: Bidding and Contractor Selection

Deliverables: The Grantee will prepare a bid package, publish a public notice, solicit bids, conduct pre-bid meetings, and respond to bid questions in accordance with the Grantee's procurement process, to select one or more qualified and licensed contractors to complete the rehabilitations and improvements to the wastewater treatment facility and associated systems that sustained damages due to Hurricane Nicole.

Documentation: The Grantee will submit: 1) the public notice of advertisement for the bid; 2) the bid package; and 3) a written notice of selected contractor(s).

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement following the conclusion of the task.

Task 3: Project Management

Deliverables: The Grantee will perform project management, to include field engineering services, construction observation, site meetings with construction contractor(s) and design professionals, and overall project coordination and supervision.

Documentation: The Grantee will submit interim progress status summaries including summary of inspection(s), meeting minutes and field notes, as applicable.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 4: Construction

Deliverables: The Grantee will rehabilitate and improve damages to the wastewater treatment facility and associated system sustained by Hurricane Nicole in accordance with the construction contract documents.

Documentation: The Grantee will submit 1) a copy of the final design; 2) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 3) a signed Engineer's Certification of Payment Request.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by, and all documentation received by, the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Design and Permitting	Contractual Services	\$450,000	01/30/2023	12/31/2023
2	Bidding and Contractor Selection	Contractual Services	\$5,525	01/30/2023	01/31/2024
3	Project Management	Contractual Services	\$175,000	01/30/2023	06/30/2025
4	Construction	Contractual Services	\$2,720,000	01/30/2023	06/30/2025
		Miscellaneous / Other Expenses	\$1,150,000		
Total:			\$4,500,525		

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.
- f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: (850) 245-2118

Email: public.services@floridadep.gov

Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: If the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Department of Environmental Protection	2022-2023	37.114	Hurricane Stormwater and Wastewater Assistance	\$4,500,525	140123
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	\$4,500,525
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

¹ Subject to change by Change Order.

² Subject to change by Change Order.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A
Progress Report Form**

DEP Agreement No.:	HA009
Project Title:	Hurricane Wastewater Management System Restoration
Grantee Name:	City of Flagler Beach
Grantee's Grant Manager:	Lee Richards
Reporting Period:	Select Quarter - Select Year

Provide the following information for all tasks identified in the Grant Work Plan:

Summarize the work completed within each task for the reporting period, provide an update on the estimated completion date for each task, and identify any anticipated delays or problems encountered. Use the format provided below and use as many pages as necessary to cover all tasks. Each quarterly progress report is due no later than twenty (20) days following the completion of the quarterly reporting period.

Task 1: Select Task Title

- **Progress for this reporting period:**
- **Identify delays or problems encountered:**

Task 2: Select Task Title

- **Progress for this reporting period:**
- **Identify delays or problems encountered:**

Task 3: Select Task Title

- **Progress for this reporting period:**
- **Identify delays or problems encountered:**

Task 4: Select Task Title

- **Progress for this reporting period:**
- **Identify delays or problems encountered:**

Task 5: Select Task Title

- **Progress for this reporting period:**
- **Identify delays or problems encountered:**

Completion Status for Tasks

Indicate the completion status for the following tasks, if included in the Grant Work Plan. For construction, the estimated completion percentage should represent the work being funded under this Agreement.

Design (Plans/Submittal): 30% , 60% , 90% , 100%

Permitting (Completed): Yes , No

Construction (Estimated): _____ %

FOR PROJECTS with Federal ARPA funding, include this paragraph.

SLFRF Infrastructure Projects

For infrastructure projects, the Grantee shall provide the following project information:

Construction start date (month/year): _____ Projected or Actual

Initiation of operation date (month/year): _____ Projected or Actual

Project Location details:

Overall Project Completion (Estimated): _____ %

This report is submitted in accordance with the reporting requirements of the above DEP Agreement number and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager
(Original Ink or Digital Timestamp)

Date

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit C
Payment Request Summary Form**

The **Payment Request Summary Form** for this grant can be found on our website at this link:

<https://floridadep.gov/wra/wra/documents/payment-request-summary-form>

Please use the most current form found on the website, linked above, for each payment request.

	Total Project	M&H	CPH	Notes
Design & Permitting	\$389,699	\$147,636	\$242,083	
Bidding	\$8,994	\$6,244	\$2,750	
Construction Mgmt.	<u>\$168,526</u>	<u>\$77,415</u>	<u>\$91,111</u>	
Sub Total (FEE)	\$567,219	\$231,295	\$335,944	Sum of Fee Proposal
Construction	\$3,933,306	\$2,029,625	\$1,903,681	Grant Share Less Fee
TOTALS	\$4,500,525	\$2,260,920	\$2,239,625	Total Available for Projects Based on Grant Proposal
Grant Share		\$2,260,920	\$2,239,625	Total Grant Share
		50.24%	49.76%	Percentage of Entire Grant
		\$0	\$0	

August 17, 2023



Mr. Dale Martin
City Manager
City of Flagler Beach
105 South 2nd Street
Flagler Beach, FL 32136

Re: City of Flagler Beach
EQ Basin, EQ Pump Station and Master Lift Station Improvements
Hurricane Wastewater Management System Restoration, FDEP Grant No. HA009
Professional Engineering Scope of Services

Dear Mr. Martin:

CPH was successful in assisting the City in obtaining a State grant for design, permitting, construction, and Construction Engineering, Inspection and Management (CEIM) for the following:

1. *New manhole rings and covers* at twenty (20) locations that leaked and filled with runoff and standing water during the tropical event.
2. *Wastewater collection/transmission system improvements* for building four (4) new lift stations to upgraded specifications and at elevations above the historical flood elevations.
3. *A New Flow Equalization (EQ) Basin/EQ Pump Station, a new Master Lift Station, and process piping modifications* at the City's Wastewater Treatment Facility (WWTF). All systems will be designed and constructed to meet all regulatory requirements and meet all Class I Reliability Criteria.

The entire project, all three elements identified above, is being funded by the State of Florida (Hurricane SW/WW, Section 12, Senate Bill 4A, FY22-23, GR) through FDEP Grant Agreement HA009 in the amount of \$4,500,525 (100% Funding) and is broken down as follows:

Project Element	Grant Amount
Design and Permitting	\$450,000
Bidding and Contractor Selection	\$5,525
Construction Management	\$175,000
Construction	\$3,870,000
Total Grant Amount:	\$4,500,525

Per discussions with the previous City Manager, the City's lobbyist, City Staff, and City Commissioners, please find the attached Scope of Services for the design and construction engineering, inspection, and management (CEIM) services associated with the design, permitting and construction management of the new flow equalization basin/EQ pump station, new master lift station and process piping modification improvements to the City's WWTF.

Our fees for the design, permitting, bidding and contractor selection, and construction management services for the proposed improvements at the Flagler Beach WWTF are in accordance with the fee structure submitted during the State of Florida grant application process and approved by the FDEP Grant Manager. The fees are also within the allocated project budget.

If you have any questions or wish to discuss this scope of services, please do not hesitate to call me directly by phone at (407) 620-4398 or via e-mail. We thank you for the opportunity to provide these professional services to the City and look forward to working with City Staff and management on this critical wastewater management system and infrastructure project.

Sincerely,

CPH, LLC

A handwritten signature in blue ink that reads "Benjamin M. Fries". The signature is written in a cursive style.

Benjamin M. Fries
Vice-President / Program Manager
500 West Fulton Street
Sanford, FL 32771

bfries@cphcorp.com
bfries1@brighthouse.com

FLAGLER BEACH WASTEWATER TREATMENT FACILITY

EQ Basin, EQ Pump Station and Master Lift Station

Design, Permitting and CEIM Services

1. GENERAL

- A. Hurricane Nicole caused wastewater flows at the City's WWTF to exceed 3.0 MGD; however, the FDEP permitted treatment capacity is 1.0 MGD. The WWTF's existing master lift station (constructed in 1970's) was inundated with flow (ICW saline water, stormwater, and raw wastewater combined), infiltration penetrated through the walls of the master lift station wet well and the electrical control panel was compromised. In addition, the City's WWTF does not have a Flow Equalization (EQ) Basin which could have been used to store and attenuate the severe flows that were conveyed through the treatment processes.
- B. Flows were conveyed from the existing Master Lift Station to the Influent Structure which began overflowing onto the ground and began ponding throughout the WWTF with some percolation into the ground. Due to the excess flow being pushed through the treatment facility, the biological treatment reactor (Carrousel System) overflowed, spilling a large quantity of sludge and mixed liquor suspended solids onto the ground, where it began collecting, pooling, and flowing throughout the WWTF site. In addition, the sludge in the secondary clarifier was hydraulically pushed out of the tankage, and inundated the chlorine contact chamber causing a disinfection issue.
- C. Finally, the crown of the raw wastewater pipeline (below grade) conveying the flow from the Influent Structure to the biological treatment reactor (Carrousel System) failed, causing wastewater to bubble to the surface, flow onto and off of the WWTF site.
- D. This grant permitted project (100% funding) will include the design, permitting, construction, and CEIM services for the following new infrastructure improvements at the City's WWTF:
 - 1) Flow Equalization (EQ) Basin.
 - 2) EQ Basin Pump Station and metering systems.
 - 3) Master Lift Station.
 - 4) Process piping modifications.
 - 5) Electrical, controls, and instrumentation systems.

All systems will be designed and constructed to meet all regulatory requirements and meet all Class I Reliability Criteria.

2. PROFESSIONAL SCOPE OF SERVICES

A. Task No. 1 - Conceptual Layout of the Proposed Improvements

- 1) The Consultant (CPH, LLC) shall conduct a review of existing regulatory conditions and standards related to flow equalization basin and master lift station conditions, wastewater treatment, and Class I Reliability requirements at the City’s WWTF and monitoring and reporting regulated by the State of Florida and US EPA, including, but not limited to, the following:

Regulatory Rules	Title
62-4, F.A.C.	Permits
62-600, F.A.C.	Domestic Wastewater Facilities
62-610, F.A.C.	Reuse of Reclaimed Water and Land Application
62-620, F.A.C.	Wastewater Facility Permitting
62-699, F.A.C.	Treatment Plant Classification and Staffing
	Ten State Standards for Wastewater Facilities
	EPA Class I Reliability Criteria

- 2) The Consultant shall review the existing facility infrastructure, appurtenances, and ancillaries at the Flagler Beach WWTF and the integration of the proposed flow equalization basin and master lift station system improvements into said infrastructure.
- 3) The Consultant shall review the geotechnical/subsurface investigations, previously conducted, with respect to findings of the subsurface exploration and the geotechnical recommendations concerning earthwork, the design and construction of the proposed infrastructure, potential settlement issues and soils recommendations.
- 4) The Consultant shall generate a conceptual layout and master plan for the proposed flow equalization basin and master lift station system improvements, associated infrastructure, and integration of the proposed improvements into the existing Flagler Beach WWTF.
- 5) Task Deliverable: An electronic version (PDF) of the conceptual layout of the proposed flow equalization basin and master lift station system improvements for review and comment by City Operations Staff.
 - a. All City Operations Staff comments will be addressed and incorporated into the preliminary engineering design of the proposed improvements.

B. Task 2 - Preliminary Engineering Design of the Proposed Improvements

- 1) The Consultant shall provide preliminary engineering design services for the proposed flow equalization basin and master lift station system improvements, and associated infrastructure improvements at the Flagler Beach WWTF consisting of the following infrastructure:

- a. A dual compartment Flow Equalization (EQ) Basin.
 - b. Flow Equalization (EQ) Basin pump station (duty and stand-by pumps).
 - c. Master Lift Station.
 - d. Site work, yard piping, walkways, sidewalks, potable water and sanitary sewer system improvements, signage, sodding, and miscellaneous appurtenances and ancillaries.
 - e. Electrical, controls, and instrumentation system improvements.
- 2) Prepare preliminary design calculations for the proposed Flow Equalization Basin and Master Lift Station system improvements at the Flagler Beach WWTF.
 - 3) The Consultant shall conduct hydraulic modeling of the proposed improvements to ensure that systems will function under hydraulic grade line (where required) and that pressurized systems are optimized for the flows anticipated; and set preliminary elevations for all required treatment facilities and structures.
 - 4) Task Deliverable: An electronic version (PDF) of the preliminary engineering design drawings (30%) for the proposed facility improvements for review and comment by City Operations Staff.
 - a. All City comments will be addressed and incorporated into the final design of the proposed improvements at the Flagler Beach WWTF.

C. Task No. 3 - Preliminary Design Report (PDR) - Proposed WWTF Improvements

- 1) The Consultant shall generate a Preliminary Design Report (PDR) supporting the proposed flow equalization basin and master lift station system improvements at the Flagler Beach WWTF in accordance with the requirements of Department Rules 62-600, 62-620 and 62-640, F.A.C.
- 2) Preliminary Design Report Deliverable: One (1) electronic version (PDF) of the "draft" Preliminary Design Report (PDR) for the proposed facility improvements for the City's review and comment.
 - a. All City comments will be addressed and incorporated into the final PDR document that will be used for FDEP permitting of the proposed facility improvements.
 - b. Provide the City with a electronic (PDF) version of the finalized PDR to be used for FDEP permitting of the proposed facility improvements.

D. Task No. 4 - Final Engineering Design of the Proposed WWTF Improvements

- 1) The Consultant shall provide final engineering design services for the proposed flow equalization basin and master lift station improvements at the Flagler Beach WWTF consisting of the following subtasks and design elements identified below.

2) Task 4A - Final Engineering Design (to 75% Completion)

- a. Prepare a final site layout of the proposed flow equalization basin and master lift station system infrastructure improvements at the Flagler Beach WWTF in accordance with all FDEP and EPA regulations.
- b. Prepare final design calculations for the proposed flow equalization basin and master lift station system improvements at the Flagler Beach WWTF and set final grades for all required facility structures.
- c. Meet with City Operations Staff and finalize the basis of design for the proposed flow equalization basin and master lift station system facility improvements based on operational experience, energy-efficiency, manpower requirements, and continuity of treatment systems.
- d. Final design of the proposed flow equalization basin and master lift station system improvements at the Flagler Beach WWTF (civil, environmental, structural, mechanical, and electrical engineering, instrumentation, controls improvements, sidewalks, sodding, etc.).
- e. Task Deliverables
 - (1) 75% complete Contract Drawings (AutoCAD format) and Technical Specifications for the proposed flow equalization basin and master lift station system improvements at the Flagler Beach WWTF for FDEP permitting and construction.

3) Task 4B - Final Engineering Design (to 90% Completion)

- a. Completion of the final design of the proposed flow equalization basin and master lift station system improvements, to 90% completion, with respect to the civil, structural, mechanical and electrical/controls/instrumentation engineering design.
- b. Task Deliverables
 - (1) 90% complete Contract Drawings and Technical Specifications for the proposed flow equalization basin and master lift station system improvements at the Flagler Beach WWTF for FDEP permitting and construction for the City's review.
 - (2) All City comments will be addressed and incorporated into the final (100%) Contract Documents for the proposed flow equalization basin and master lift station system improvements at the Flagler Beach WWTF.

4) Task 4C - Final Engineering Design (to 100% Completion)

- a. Completion of the final design of the proposed flow equalization basin and master lift station system improvements at the Flagler Beach WWTF.

b. Task Deliverables

- (1) 100% complete Contract Drawings and Technical Specifications (PDF) for the proposed flow equalization basin and master lift station system improvements at the Flagler Beach WWTF for FDEP permitting and construction.

E. Task No. 5 - Potential Owner Direct Purchase (ODP) of Major Project Equipment

- 1) As the City is a tax-exempt entity, and desires to save the cost of taxes on large equipment purchases, and try to shorten the overall project timeline (due to industry supply chain and fabrication issues), the City may decide to Owner Direct Purchase (ODP) all or some of the following major project related equipment/infrastructure as part of the Flagler Beach WWTF flow equalization basin and master lift station system project:

Submersible mixing systems	Process piping and valving
EQ Basin and EQ Basin Pumps	Instrumentation
RAS bleed system	Master Lift Station System Equipment

- 2) The receipt, inspection, storage, installation, demonstration testing and optimization of the ODP equipment shall be the responsibility of the Contractor and included in their cost for constructing the project.
- 3) Task Deliverable: The Consultant shall work with City Staff to determine which equipment/infrastructure will be Owner Direct Purchased as part of the project. An abbreviated Technical Memorandum (TM) will be generated identifying the equipment/infrastructure that will be Owner Direct Purchased and provide an estimate of the tax savings that could be realized (based on equipment/infrastructure cost at time of the analysis).

F. Task No. 6 - Project Workshops

- 1) Four (4) project engineering workshops will be conducted with City Staff as follows:

Workshop No.	Description
1	Project Kick-off Meeting
2	Preliminary Engineering Design (30%) Review Meeting
3	Final Engineering Design (75%) Review Meeting
4	Final Engineering Design (90%) Review Meeting

G. Task No. 7 - FDEP Permitting of the Proposed WWTF Improvements

1) FDEP Permitting of the Proposed Facility Improvements

a. Conduct a pre-application permitting meeting with FDEP to go through the technical design of the proposed flow equalization basin and master lift station system improvements at the Flagler Beach WWTF; thereby *stream-lining* the permitting process. The Consultant shall generate all documentation required for permitting of the proposed facility improvements, to include, at a minimum, the following:

(1) FDEP Wastewater Permit Application Form 1: General Information: Preparation of FDEP Permit Application Form 1, for the proposed flow equalization basin and master lift station system improvements at the Flagler Beach WWTF and all accompanying documentation for the City's review, comment, and signature.

(2) FDEP Wastewater Permit Application Form 2A: Domestic WWTF's: Preparation of FDEP Permit Application Form 2A, for the proposed flow equalization basin and master lift station system improvements at the Flagler Beach WWTF and all accompanying documentation for the City's review, comment, and signature.

(3) Supporting FDEP Documents: Preparation of a revised facility site plan for the proposed improvements at the Flagler Beach WWTF, process flow diagram, process description, and other supporting documentation in accordance with the permit requirements and Chapters 62-600, 62-610 and 62-620, F.A.C.

b. FDEP Permitting Task Deliverables

(1) One (1) electronic (PDF) version of the FDEP Permit Application Package (PAP) for the City's review and comment. All City comments will be addressed and incorporated into the final Permit Application Package (PAP) document.

(2) One (1) electronic (PDF) version of signed and sealed Contract Drawings and Technical Specifications for the proposed flow equalization basin and master lift station system improvements to be implemented at the Flagler Beach WWTF for FDEP permitting.

(3) The Consultant shall submit the finalized PAP to the FDEP on behalf of the City.

c. The City shall be responsible to pay all permitting fees (fees not include in scope).

H. Task No. 8 - Construction Engineering, Inspection and Management (CEIM) Services

1) Construction Compliance Services - Phase IA Improvements

a. The Consultant shall advise and consult with the City concerning the existing construction activities associated with the proposed flow equalization basin and master lift station system improvements at the Flagler Beach WWTF and act as the City's representative concerning Construction Engineering, Inspection and Management (CEIM) matters as hereinafter described.

- b. The Consultant shall attend, represent the City and conduct project workshops, monthly progress meetings and project closeout meetings with the Owner, Contractor, suppliers, surveyors, and construction quality control and compliance testing personnel. The Consultant will also attend and represent the City during construction meetings with the Contractor to discuss the following: review of construction activities, field observations, schedule status, equipment fabrication and delivery schedules, corrective measures/procedures, project coordination, shop drawing status and issues, maintenance of quality standards, potential changes to work, project safety, critical lead time items, deliveries, etc.
- c. The Consultant shall provide Resident Project representation and inspection services during construction of the proposed flow equalization basin and master lift station system improvements at the Flagler Beach WWTF.
- d. The Consultant shall observe the construction progress and report to the City as to the amount of work completed, the overall quality of executed work, and observed impediments to the successful completion of the proposed flow equalization basin and master lift station system improvements to the existing Flagler Beach WWTF. The Consultant shall not be responsible for the construction means, methods, techniques, sequences, or procedures or the safety precautions incidental thereto; the Consultant's efforts shall be directed toward providing assurance to the City that the completed proposed flow equalization basin and master lift station system improvements shall substantially conform to the design intent but he shall not be responsible for the Contractor's failure to perform the construction work in accordance with the Contract Documents and design intent.
- e. The Consultant, based on observations as an experienced and qualified design professional, shall keep the City informed as to the progress of the Work, shall endeavor to guard the City against defects and discrepancies and shall coordinate with the City and the Contractor as to disapproving or rejecting Work that fails to meet the requirements of the Contract Drawings, specifications, design intent, or other Contract Documents.
- f. The Consultant shall review, check and approve shop drawings, catalog data, diagrams, illustrations, schedules, samples, test and inspection results, and other data the Contractor is required to submit, but only as to conformance with the overall design concept of the proposed flow equalization basin and master lift station system improvements and compliance with the Contract Documents and design intent as well as City utility standards and requirements.
- g. The Consultant shall issue all instructions of the City to the Contractor and prepare routine field orders, work directives and changes, as required, and approved by the City.
- h. Based on the Consultant's observations as an experienced and qualified design professional and on his review of the Contractor's applications for payment for the proposed flow equalization basin and master lift station system improvements Work, supporting data, and information received from the City, determine the amounts owed the Contractor and recommend approval, in writing, of payments to the Contractor in such amounts; such recommendations to constitute representations to the City, that are expressions of the Consultant's opinion, based on such

observations and review, that the Work has substantially progressed to the point indicated and that, to the best of his knowledge, information and belief, the quality of the work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning project upon Substantial Completion and to the results of any subsequent tests called for in the Contract Documents and to any qualifications stated in his approval) and design intent.

- i. The Consultant shall, in conjunction with other City representatives, conduct punch-list, substantial and final inspections of the in-place, flow equalization basin and master lift station system improvements Work to determine if the Work is completed substantially in accordance with the contract drawings, specifications, design intent, and other documents. These inspections shall form the basis for the Consultant's review and recommendation for payment on the Contractor's final pay application for the flow equalization basin and master lift station system improvements.
- j. The Consultant shall review the Contractor provided Project Record Drawings, surveys, and other As-Built data for the installed, flow equalization basin and master lift station system improvements and bring any apparent discrepancies between the As-Built conditions and the design conditions to the attention of the City. The Consultant shall coordinate with the Contractor regarding provisions of the construction Record Drawings prior to final on-site inspections and punch-list preparation.
- k. The Consultant shall prepare a statement of project completion certifying completion of the flow equalization basin and master lift station system improvements work, and submit this statement in accordance with the Contract Documents and FDEP/City requirements.
- l. The Consultant shall not be responsible for the acts or omissions of the Contractor or any of the Contractor's subcontractors, agents, employees, or other persons performing any of the Work under the construction contract, or of others.
- m. The Consultant shall coordinate all proposed work and improvements with the City, regulatory agencies (FDEP, EPA, SJRWMD, all other jurisdictional agencies, as applicable) and the Contractor.
- n. The Consultant shall provide and conduct project closeout activities for the flow equalization basin and master lift station system improvements.

2) Construction Inspection Compliance Services

- a. The Consultant shall be provide construction inspection services for the flow equalization basin and master lift station system improvements at the Flagler Beach WWTF.
- b. The Consultant shall provide observation and inspection of the installed, flow equalization basin and master lift station system improvements Project Work and Work in progress and verify Contractor compliance with the Contract Documents, design intent, change orders, work directives and field orders. The Consultant shall observe Work during execution to observe construction methods and technique.

- c. Through on-site observations of the Work in progress and field checks of installed Work, materials and equipment, the Consultant shall endeavor to provide further protection for the City against defects and deficiencies in the Work, but this inspection and observation work shall not make the Consultant responsible to find or note all discrepancies in the Work nor for the Contractor's failure to perform the construction work in accordance with the Contract Documents and design intent.
- d. The Consultant shall provide a record of the Contractor's activities throughout the construction period, including notations on the nature and cost of any extra work or changes ordered during construction; however, the Consultant shall not be responsible for the performance of the construction contract by the Contractor.
- e. The Consultant shall coordinate his inspection services with the Contractor's soils and materials testing firm representatives, surveyors and others that may, from time to time, provide inspection of the work or other related work, as well as with regulatory agency personnel.
- f. The Consultant shall coordinate the subconsultant's inspection services.
- g. Soils and materials test results furnished by the Contractor's testing firm shall be reviewed by the Consultant to help determine if fill, concrete and asphaltic concrete, and other construction is properly located and meets the project requirements.

3) Start-up and System Testing Services

- a. Start-up and system testing services shall commence with issuance of the Substantial Completion certification from the Consultant and the City to the Contractor.
- b. During the start-up services and system testing period, the Consultant shall provide the following professional engineering services:
 - (1) Operational assistance with the check-out and start-up of all newly installed equipment, electrical/controls/instrumentation, and ancillary systems, for the flow equalization basin and master lift station system improvements at the Flagler Beach WWTF.
 - (2) Operational assistance for adjustment and fine-tuning of all newly installed equipment, electrical/controls/instrumentation, and ancillary systems, for the flow equalization basin and master lift station system improvements at the Flagler Beach WWTF with respect to optimizing performance, safety and reliability under actual operating conditions.

4) Project Certification

- a. The Consultant shall certify, in writing, to the City that, based on the available facility data, the flow equalization basin and master lift station system improvements meet the applicable operational requirements, and the requirements and specifications to which the Project was planned, designed and built to meet or if they are not meeting the operational criteria and what actions are proposed to obtain compliance.

3. ITEMS NOT INCLUDED IN THIS SCOPE OF SERVICES

A. This Scope of Services **does not include** the following professional engineering services:

- 1) Development of Standard Operating Procedures and O&M Manual modifications.
- 2) Operational planning, safety, maintenance or preparedness documents, and development of updated operational work/compliance bench sheets and spreadsheets.

These professional engineering services can be added, at a later date, under a separate Scope of Services, or an amendment to this Scope of Services, presented by the Consultant to the City of Flagler Beach.

4. PROJECT SCHEDULE

Following issuance of the Project NTP by the City of Flagler Beach, CPH, LLC will strive to complete the design and construction administration/inspection work outlined herein, in accordance with the following schedule:

Project Task*	Task Description	Proposed Schedule**	
		Starting Date	Completion Date
<i>Project Notice to Proceed (NTP) is Issued to CPH, LLC</i>		<i>October 2023</i>	
1	Workshop No. 1 (Project Kick-off Meeting) and Conceptual Layout of the Proposed Improvements	October 2023	November 2023
2	Preliminary Engineering Design of the Proposed Improvements and Workshop No. 2 (Preliminary Design Review Meeting - 30%)	November 2023	December 2023
3	Preliminary Design Report (PDR) Generation	November 2023	January 2024
4	Final Engineering Design of the Proposed Improvements and Workshops No. 3 (Final Design Review Meeting - 75%) and No. 4 (Final Design Review Meeting - 90%)	December 2023	March 2024
5	Owner Direct Purchase (ODP) of Major Equipment Tech Memo	January 2024	January 2024
7	FDEP Permitting of the Proposed Improvements	January 2024	March 2024
8	Bidding Services and Contractor Selection	March 2024	April 2024
	Construction Engineering, Inspection, and Management (CEIM) Services during Construction of the proposed Improvements at the Flagler Beach WWTF	June 2024	October 2025
<i>Project Completion:</i>		<i>October 2025</i>	

* Project Task No. 6, Project Workshops (4), are dispersed throughout the Project Schedule in accordance with the Work.

** The Project Schedule is based on the proposed scope of services described herein and approved by the City of Flagler Beach. The schedule timeframes are estimates generated during the development of this Scope of Services and could be significantly impacted with respect to the time frame required to construct the proposed WWTF improvements due to unstable markets, bidding of the project, contractor selection, commission approval, issuance of the project Notice to Proceed, and supply chain issues potentially delaying materials and affecting equipment fabrication/delivery schedules (thus affecting the construction schedule) - all out of the control of CPH, LLC and the City of Flagler Beach.

5. BASIS OF COMPENSATION

CPH, LLC agrees to perform the professional engineering services for the proposed flow equalization basin and master lift station improvements at the Flagler Beach WWTF, as outlined above, for a lump sum (fixed) fee of \$335,944 inclusive of out-of-pocket expenses, in accordance with the fee structure submitted during the State of Florida grant application process, and approved by FDEP, for the grant funding of this project at the Flagler Beach WWTF.

6. ACCEPTANCE

In witness whereof, this _____ day of _____, 2023.

City of Flagler Beach, Florida

CPH, LLC

Dale Martin
City Manager
City of Flagler Beach, FL



Benjamin M. Fries
Vice-President/Program Manager
CPH, LLC

Flagler Beach WWTF: EQ Basin, EQ Pump Station and Master Lift Station Improvements

Scope of Services Fee Breakdown

Task No.	Project Element	Subconsultants		Total Task Cost
		CPH, LLC	Bailey Engineering Consultants	
		Environmental, Civil, Structural, Mechanical, etc.	Electrical, Controls, Instrumentation	
Design and Permitting of the Proposed Improvements				
1	Workshop No. 1 (Project Kick-off Meeting) and Conceptual Layout of the Proposed Improvements	\$7,260	\$1,000	\$8,260
2	Preliminary Engineering Design of the Proposed Improvements and Workshop No. 2 (Preliminary Design Review Meeting - 30%)	\$84,990	\$7,500	\$92,490
3	Preliminary Design Report (PDR) Generation	\$7,755		\$7,755
4	Final Engineering Design of the Proposed Improvements and Workshops No.'s 3 and No. 4 (Final Design Review Meetings - 75% and 90%)	\$95,988	\$12,500	\$108,488
5	Owner Direct Purchase (ODP) of Major Equipment Tech Memo	\$1,090		\$1,090
7	FDEP Permitting of the Proposed Improvements	\$5,000		\$5,000
Construction Engineering, Inspection, and Management (CEIM) Services				
	Bidding Services and Contractor Selection	\$2,750		\$2,750
8	Construction Engineering, Inspection, and Management (CEIM) Services during Construction of the proposed Improvements at the Flagler Beach WWTF	\$91,111	\$19,000	\$110,111
Professional Engineering Services - Subtotals:		\$295,944	\$40,000	
Percentage of Overall Project Work:		88.1%	11.9%	
Professional Design, Permitting, and Construction Engineering, Inspection, and Management (CEIM) Services:				\$335,944



August 7, 2023

Dr. Lee Richards, PhD
Project Coordinator
City of Flagler Beach
P.O. Box 70
Flagler Beach, FL 32136

Email: lrichards@cityofflaglerbeach.com

Subject: HURRICANE WASTEWATER MANAGEMENT SYSTEM RESTORATION – LIFT STATIONS AND MANHOLES

Dear Dr. Richards,

Please find the attached revised proposed scope of services and fee proposal for the above referenced project. This scope includes the work we believe is necessary and has been discussed with City staff.

If you have any questions or require additional information, please contact me.

Sincerely,
MEAD & HUNT, Inc.

A handwritten signature in blue ink, appearing to read 'D. King'.

David A. King, PE
Vice President

DAK;bf

Attachment: Scope of Services and Fee Estimate
Estimated Manhour Schedule

**CITY OF FLAGLER BEACH
SCOPE OF SERVICES
FOR
HURRICANE WASTEWATER MANAGEMENT SYSTEM RESTORATION – LIFT STATIONS AND
MANHOLES**

The Task Order is in conformance with the Agreement for Continuing Engineering Consulting Services, dated March 23, 2017, between the City of Flagler Beach (CLIENT) and Mead & Hunt, Inc. (MEAD & HUNT) and is referred to herein as the Contract.

GENERAL

The project involves improvements to four (4) wastewater pump/lift stations and multiple manholes in the north beachside portion of the City. The stations are to be replaced in a manner to combat future flooding and sea level rise impacts to allow continued operation during flooding events. The basis of design for the stations will be:

- CLIENT's standard construction details for lift/pump stations, modified as needed to mitigation flooding impact
- Addition of permanent diesel driven backup pumps at each station
- Abandonment of existing station/conversion of existing wetwells to manholes

The stations and proposed new locations are:

- Lift Station #5 (LS#5) – directly north of current location in Lambert Avenue right of way
- Pump Station #4 (PS#4) – Directly west of current location in South 12th Street right of way
- Pump Station #7 (PS#7) – directly north of current location on northeast corner of North Flagler Avenue and North 8th Street, in North Flagler Avenue right of way
- Lift Station #2 (LS#2) – to the northeast corner of South 27th Street and S. Daytona Avenue

The targeted manholes are located in Palm Circle and are to be improved by the replacement of manhole rings/covers and risers with CLIENT standard equipment/materials used on previous projects so to reduce inflow and infiltration. The CLIENT has acquired FDEP grant funding for the improvements.

SCOPE OF SERVICES

After receipt of authorization to proceed, MEAD & HUNT will provide the following services:

PHASE 1 – PROJECT MANAGEMENT

Kickoff Meeting: MEAD & HUNT will coordinate and preside over one (1) in-person project kick-off meeting with the CLIENT and the project team to review project goals, scope of work, project schedule and administrative issues. Following the meeting, MEAD & HUNT will prepare a written summary of the project meeting and distribute to the attendees.

Project Management: MEAD & HUNT'S Project Manager (PM) will monitor and manage the project budget, schedule, and scope throughout the estimated fourteen and a half (14.5) month project duration. The PM will manage the development of all project work and subconsultant efforts. The PM will prepare monthly invoices including monthly work activity reports as part of or separate from monthly invoices, as requested.

Quality Control/Assurance: MEAD & HUNT will implement, and the PM will monitor a quality assurance and control process, which includes the independent review of the project technical work products before its submission to the CLIENT.

Deliverables: Kickoff Meeting Agenda, Summary, Sign-in Roster; Monthly Invoices; Monthly Activity Reports

PHASE 2 – DATA COLLECTION AND SITE RECONNAISSANCE

Survey: MEAD & HUNT will obtain and coordinate the services of a licensed surveyor to conduct site surveys for LS #5, PS#7, and PS#8. The survey for the current South Flagler Stormwater project will be utilized for PS#5. The survey work scope will include collection of topographic conditions, existing features, apparent utilities, wetland delineation flagging by environmental subconsultant and other needed information.

Geotechnical Evaluation: MEAD & HUNT will obtain and coordinate the services of a geotechnical subconsultant. The geotechnical work scope will include field data collection, borings, and other investigation necessary to evaluate existing soils and groundwater conditions and to make recommendations for soil and earthwork for the proposed improvements. MEAD & HUNT will assist the geotechnical subconsultant and CLIENT in locating the CLIENT's existing facilities near the proposed boring locations so to avoid impact to these critical facilities.

Utility Data Collection: MEAD & HUNT will submit for a design ticket with Sunshine 811 to determine the existing utility owners in the vicinity of the proposed improvements. MEAD & HUNT will conduct a limited amount of Subsurface Utility Coordination (SUE) services in order to reduce the potential of conflicts between existing utilities and the proposed improvements. The CLIENT will mark their existing facilities in the field and MEAD & HUNT will coordinate collection of locations of marks via survey subconsultant or field visits and measurements.

Site Reconnaissance: MEAD & HUNT will conduct up to three (3) site visits to verify existing conditions and collect photographic and other data collection needed for the design. MEAD & HUNT will also conduct one (1) pump drawdown test for each station with CLIENT assistance to confirm existing pump capacity, pressure/head conditions, and condition assessment of wetwell for conversion to manhole.

Deliverables: Signed/Sealed Electronic Survey; Signed/Sealed Electronic Geotechnical Report; Electronic Drawdown Test and Condition Assessment Reports

PHASE 3 – PRELIMINARY/CONCEPTUAL DESIGN

MEAD & HUNT will utilize project surveys and available as-builts along with other available information to prepare a conceptual design of the proposed improvements. The conceptual design will include plan layout of the proposed improvements, letter-format Preliminary Design Report (PDR) evaluating any design alternatives and proposing recommended option, initial engineer's opinion of probable construction cost (EOPCC), and confirmation of project permitting requirements. A draft PDR will be submitted to the CLIENT for review and comment. It is assumed the CLIENT will conduct their review in a two (2) week period and a meeting will be held at the end of the CLIENT's review. MEAD & HUNT will schedule and attend a draft PDR review meeting to review the CLIENT's comments on the draft PDR. Comments received will be incorporated into the final PDR and subsequent design documents.

Deliverables: Draft Preliminary Design Report; Preliminary Design Review Meeting Summary; Final Preliminary Design Report

PHASE 4 – FINAL DESIGN

MEAD & HUNT will develop Construction Drawings and Technical Specifications that reflect the proposed improvements as agreed upon from the preliminary/conceptual design phase. MEAD & HUNT will also provide an Engineer's Opinion of Probable Construction Cost (EOPCC) based on available historical average bid pricing data. MEAD & HUNT provide the following design deliverables at the following stages:

- 60% Completion (Construction Plans, Technical Specifications, EOPCC)
- 90% Completion (Construction Plans, Technical Specifications, EOPCC, Meeting Summary from Previous CLIENT Review, Comment/Response Log from CLIENT Previous Review, Draft Permit Applications)
- 100% Completion (Construction Plans, Technical Specifications, EOPCC, Meeting Summary from Previous CLIENT Review, Comment/Response Log from CLIENT Previous Review)

It is assumed the CLIENT will conduct each of their reviews in a two (2) -week period and MEAD & HUNT will coordinate and attend a design review meeting with CLIENT upon their review. MEAD & HUNT will prepare a comment/response log will be included with the subsequent submittal documenting how the CLIENT's comments from the previous review were addressed in the current submittal.

Utility Coordination: MEAD & HUNT will coordinate with existing utilities in the project area by submission of 60% electronic construction drawings to all utility companies identified by the Sunshine 811 Design Ticket and request markups of existing facilities and resolution of any estimated conflicts with the proposed improvements. MEAD & HUNT will discuss the potential conflicts with the utility company representatives

to coordinate the relocation needs as needed. MEAD & HUNT will add information to the construction drawings based on the received utility markups and planned relocations.

Deliverables: As noted above.

PHASE 5 – PERMITTING ASSISTANCE

MEAD & HUNT will attempt to obtain the required jurisdictional permits for the proposed improvements. For each permit, MEAD & HUNT will complete the following as applicable:

- Attend up to one (1) in-person or virtual pre-application meeting with agency upon completion of the preliminary/conceptual design phase to discuss permitting requirements. MEAD & HUNT will prepare an agenda and meeting summary for the meeting.
- Incorporate any necessary revisions to the design based on the preapplication meeting(s) and review/discuss the revisions with the CLIENT
- Prepare the permit application with supporting information and submit to CLIENT for review and signature as required; via hard copy or electronic submittal per agency requirements
- Upon CLIENT approval of 90% design deliverables and permit application deliverable, submit permit application to agency per agency procedures, including submission of required permit application fee; via hard copy or electronic submittal per agency requirements
- Receive and respond to up to one (1) Request for Additional Information (RAI) from each agency with response limited to clarifications related to the submittals in accordance with the documented permit requirements or those identified in the pre-application meeting via hard copy or electronic submittal per agency requirements
- Conduct follow up phone calls or meetings with the agencies to assist with the RAI responses
- Receive and review issued permit, including permit conditions, and notify the CLIENT of any permit conditions that could affect the project success or CLIENT commitments

MEAD & HUNT will seek the following permits for this project:

- Four (4) FDEP Wastewater Collection System Construction Permits
- FDOT Utility Permit or Special Purpose Agreement for PS#8

Deliverables: Preapplication meeting summaries, draft permit application packages, final permit application packages (cc: of submittals to agencies), RAI responses (cc: of responses to agency), permit review comments

PHASE 6 – BIDDING ASSISTANCE

The CLIENT will be responsible for the overall solicitation for construction bids process, including any legal review of the bidding and contract documents (Division 0) and verifying compliance with CLIENT purchasing and contract policies (Division 0 and 1). The CLIENT will also be responsible for request for bids

advertisement, distribution of bidding documents, prebid meeting, and bid opening. MEAD & HUNT will provide the following bidding assistance phase services:

Bidding and Contract Documents: MEAD & HUNT will utilize CLIENT supplied templates, bid number and dates (advertisement, prebid, bidder question deadline and bid opening) to prepare draft bidding and contract documents as Divisions 0 and 1 of the Project Manual and submit such to CLIENT finance/purchasing/clerk for review. Upon receipt of CLIENT review comments, MEAD & HUNT will prepare final bidding and contract documents and assemble the entire Project Manual and submit the Project Manual and Construction Drawings (denoted as bid set) in electronic format to CLIENT. The CLIENT will be responsible for distributing bidding documents to interested parties.

Pre-Bid Meeting: MEAD & HUNT will attend an in-person pre-bid meeting and present the project scope/intent; construction contract duration; design and permitting highlights and any special/supplemental conditions specific to project. The CLIENT will be responsible for any pre-bid meeting agenda, recording and summary/minutes.

Addenda: The CLIENT will be responsible for receiving bidder questions. MEAD & HUNT will prepare up to two (2) addenda with suggested responses to bidders' questions regarding design intent, technical specifications, and construction drawings. CLIENT will be responsible for distribution of addenda.

Bid Opening: MEAD & HUNT will attend the bid opening at the CLIENT facility. CLIENT will be responsible for receiving, opening, and recording bids.

Bid Review and Recommendation of Award: Upon receipt of copies of the received bid documents from the CLIENT, MEAD & HUNT will review bids for completeness and conformance with the technical bidding and contract requirements. MEAD & HUNT will evaluate the low bidder(s) submitted qualifications information and contact provided references to inquire about bidders' experience. MEAD & HUNT will prepare a tabulation of received bids. MEAD & HUNT will also review submitted bid pricing for imbalances and other disparities. Based on that review, MEAD & HUNT will submit to the CLIENT the bid tabulation and a recommendation of award.

Bid Award: MEAD & HUNT will attend CLIENT Commission meeting for bid award and address Commission questions regarding project, bid review and recommendation.

Deliverables: Draft and Final Bid Documents; Addenda; Bid Review and Tabulation; Recommendation of award

PHASE 7 – SERVICES DURING CONSTRUCTION

MEAD & HUNT will incorporate applicable bid-phase modifications to the engineering drawings and technical specifications and provide those to the CITY (in electronic format) for inclusion in the contract documents. It is assumed that the CITY will coordinate execution of construction contracts with contractor. Deliverables: Issued for construction documents.

MEAD & HUNT will prepare and agenda for and conduct a pre-construction meeting with the CITY and the contractor. MEAD & HUNT will prepare and distribute meeting summary to attendees. Deliverables: Meeting Agenda and Summary

MEAD & HUNT will prepare door hangers for residents that will be affected by this construction project. Door hangers will include information on the project with a date and time for an informational, informal, neighborhood meeting (four, one per each station) to answer any questions affected residents may have. Door hangers will be submitted for review and approval by the CITY before distribution. Distribution will be completed by MEAD & HUNT. MEAD & HUNT CITY, and Contractor to attend meeting. Deliverables: Public Outreach Meeting Door Hanger

MEAD & HUNT will maintain communication with the CITY and contractor by leading and participating in up to ten (10) construction progress meetings upon contractor mobilization to monitor project progress and identify issues in a timely manner. The progress meetings will be conducted at the CITY facility or at the project site. MEAD & HUNT will prepare and distribute an agenda and meeting summary for each meeting. Deliverables: Progress meeting agendas and summaries

MEAD & HUNT will conduct up to ten (10) site visits by Engineer of Record or Project Manager in conjunction with the construction progress meetings.

MEAD & HUNT will receive, review, and respond to up to twelve (12) construction submittals/resubmittals from the contractor. MEAD & HUNT will maintain a log of submittals to include submittal number, subject, date received, reviewer, action taken, and date returned. If during the shop drawing review process the contractor requests substitute materials and/or equipment, MEAD & HUNT will provide a recommendation on the submittal to the CITY. Deliverables: Submittal log, processed submittals

MEAD & HUNT will receive, review, and respond to up to six (6) contractor RFI's from the contractor. MEAD & HUNT will prepare and maintain a RFI log, noting the date received, subject, resolution and date response was returned to the contractor. Deliverables: RFI response log, processed RFIs

MEAD & HUNT will prepare, issue, and coordinate up to four (4) field orders, work directives, Requests for Proposals (RFP's), and change orders in coordination with the CITY. MEAD & HUNT will maintain a log of field changes and pending changes. MEAD & HUNT will provide assistance during negotiations of

contractor cost proposals and will review claims and provide recommendations to the CITY. Deliverables: Field and change order packages and supporting documentation; Field and change order log

MEAD & HUNT will review up to six (6) monthly payment applications from the contractor and provide a written recommendation for payment to the CITY based on construction progress. As part of this task, MEAD & HUNT will review pay application supporting documentation, including updated construction schedules, record drawings, stored materials, release of liens, and as approved change/field orders. Deliverables: Pay application recommendations

MEAD & HUNT will determine substantial completion and attend substantial and final walkthroughs. RPR will document punchlist items at both substantial and final walkthroughs and verify completion of punchlist items before final closeout. Substantial and final punchlists to be provided electronically to CITY and Contractor. Deliverables: substantial completion punchlist, final completion punchlist

MEAD & HUNT will review contractor final as-builts for compliance with the specifications. As-builts to be provided electronically to CITY. Deliverables: Acceptable Contractor As-Builts

PHASE 8 – CONSTRUCTION OBSERVATION

MEAD & HUNT will supply a resident project representative (RPR) for part-time construction observation/documentation through substantial completion. Thirty hours per week construction observation is assumed for a three (3) week period for each lift station for critical work period with limited coverage for the non-critical work periods. The inspector will observe the construction activities, review conformance with contract documents, observe quality assurance testing, maintain a detailed log including red-line construction drawings, field verify work quantities, and collect/forward resident/property owner complaints. Deliverables: Reports of construction, construction digital photograph, redlined drawings, log of complaints and resolutions

EXCLUSIONS

This scope of services excludes all items not specifically described herein, including but not limited to:

- Easement Acquisition (need not expected)

SCHEDULE

Mead & Hunt will strive to complete the above stated work no later than as described in the following schedule:

Phase/Task	Duration to Complete (calendar days/months)	Commencing Upon	Cumulative Duration (calendar days/months)
Phase 1 – Project Management	14.5 months	Receipt of notice to proceed	14.5 months
Kickoff Coordination	15 days	Receipt of notice to proceed	15 days
Phase 2 – Data Collection and Site Reconnaissance	45 days	Kickoff meeting	60 days
Phase 3 – Preliminary/Conceptual Design	30 days	Receipt of data collection	90 days
CLIENT Review	15 days	Transmittal of PDR	105 days
Phase 4 – Final Design			
60% Design	30 days	CLIENT approval of PDR deliverable	135 days
CLIENT Review	15 days	Transmittal of each 60% deliverable	150 days
90% Design	15 days	Receipt of CLIENT 60% design comments	165 days
CLIENT Review	15 days	Transmittal of each 90% deliverable	180 days
100% Design	15 days	Agency review comments	285 days
Phase 5 – Permitting Assistance	15 days	90% Design	180 days
Agency Review	30 days	Transmittal of permit applications	210 days
Phase 6 – Bidding Assistance	45 days	CLIENT direction to proceed, assumed upon receipt of permits	255 days
Phase 7 – Services During Construction	180 days	Receipt of Notice to Proceed	435 days
Phase 8 – Construction Observation	180 days	NTP to Contractor	435 days

COMPENSATION

The not-to-exceed cost for this Scope of Services is **\$231,275** based on the following breakdown/basis and estimated labor breakdown:

Phase/Task	Fee/Cost	Basis
Phase 1 – Project Management	\$15,689	Lump Sum
Phase 2 – Data Collection and Reconnaissance	\$12,340	Lump Sum
Phase 3 – Preliminary/Conceptual Design	\$13,934	Lump Sum
Phase 4 - Project Design	\$77,858	Lump Sum
Phase 5 – Permitting Assistance	\$11,855	Lump Sum
Phase 6 – Bidding Assistance	\$6,224	Lump Sum
Phase 7 – Services During Construction	\$28,215	Lump Sum
Phase 8 – Construction Observation	\$49,200	Lump Sum
Subtotal	\$215,315	
Subconsultants/Reimbursables	\$15,960	Actual cost
TOTAL	\$231,275	

AUTHORIZATION

The scope of services and compensation stated in this proposal are valid for a period of thirty (30) days from date of submission. If authorization to proceed is not received during this period, this proposal may be withdrawn or modified by MEAD & HUNT.

Accepted by: CITY OF FLAGLER BEACH

Approved by: MEAD & HUNT, INC.

By: _____

By:  _____

Name: _____

Name: David A. King, PE

Title: _____

Title: Vice President

The above person is authorized to sign for Client and bind the Client to the terms hereof.

Date: _____

Date August 7, 2023

PURSUANT TO FLORIDA STATUTE SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF MEAD & HUNT INC. MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

Lee Richards
August 7, 2023
Page 11

IF THE CONTRACTOR (MEAD & HUNT, INC.) HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S (MEAD & HUNT, INC.'s) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT (PROPOSAL), CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY HALL, CITY OF FLAGLER BEACH, P.O. BOX 70, FLAGLER BEACH, FL 32136-0070, City Clerk, Penny Overstreet, (386) 517-2000, Ext. 233, POverstreet@CityofFlaglerBeach.com.

CITY OF FLAGLER BEACH
HURRICANE WASTEWATER MANAGEMENT SYSTEM RESTORATION - LIFT STATIONS AND MANHOLES
ESTIMATED MANHOUR SCHEDULE
August 7, 2023



Phase	Position	Principal/ Project Manager	Project Engineer	Engineer III	Engineer I	Technician II	Admin Assistant	Total
		Hourly Rate	\$ 220	\$ 171	\$ 168	\$ 137	\$ 123	
1	Project Management	58	0	0	0	0	29	\$ 15,689
2	Data Collection and Site Reconnaissance							
	Survey Coordination	1	4	0	0	0	2	\$ 1,106
	Geotech Coordination	1	4	0	0	8	2	\$ 2,090
	Utility Data Collection	1	4	0	8	0	0	\$ 2,000
	Site Recon	1	4	0	24	24	0	\$ 7,144
3	Preliminary/Conceptual Design	6	16	12	20	40	2	\$ 13,934
4	Final Design							
	60% Design	12	28	32	26	160	24	\$ 38,470
	90% Design	8	20	28	18	80	16	\$ 23,806
	100% Design	6	12	16	12	40	8	\$ 13,432
	Utility Coordination	1	2	0	8	4	0	\$ 2,150
5	Permitting Assistance							
	FDEP Permits	2	12	18	4	12	2	\$ 7,742
	FDOT Permit	2	8	4	4	8	1	\$ 4,113
6	Bidding Assistance	16	4	0	0	0	20	\$ 6,224
7	Services During Construction							
	Prepare issued for construction documents	2	1	0	4	0	4	\$ 1,563
	Schedule, coordinate, attend and preside over in-person preconstruction meeting	2	2	0	0	2	4	\$ 1,432
	Prepare/distribute door hangers and attend tailgate meeting	2	0	0	0	8	2	\$ 1,626
	Schedule, coordinate, attend and preside over 10 in-person construction progress meetings	20	0	0	0	20	30	\$ 9,890
	Site visits by EOR or PM	6	0	0	0	0	0	\$ 1,320
	Review/process/approve up to 12 construction submittals	2	6	0	12	12	6	\$ 5,192
	Receive/log/respond to up to 6 requests for information (RFI's) received from contractor	3	0	0	0	0	6	\$ 1,266
	Prepare and issue up to 4 field orders or work directives	4	0	0	0	0	4	\$ 1,284
	Review/process/approve up to 6 monthly pay requests	6	0	0	0	6	6	\$ 2,664
	Coordinate substantial/final completion, and coordinate paperwork with City to close out project	2	0	0	0	0	4	\$ 844
	Review as-built records provided by Contractor	2	0	0	0	4	2	\$ 1,134

CITY OF FLAGLER BEACH
HURRICANE WASTEWATER MANAGEMENT SYSTEM RESTORATION - LIFT STATIONS AND MANHOLES
ESTIMATED MANHOUR SCHEDULE
August 7, 2023

8	Construction Observation	0	0	0	0	400	0	\$ 49,200
	TOTAL ALL TASKS	166	127	110	140	828	174	\$ 215,315
								Subs/Reimbursables \$ 15,960
								TOTAL \$ 231,275

Subconsultant/Reimbursables Breakdown:

Description	Amount
Survey Subconsultant Allowance	\$ 5,860
Geotechnical Subconsultant Allowance	\$ 5,100
Printing/Reproduction/ Postage/Permit Fee Allowance	\$ 5,000
Total	\$ 15,960



FLAGLER BEACH CITY COMMISSION

ITEM 14

Meeting Date: September 14, 2023

Issue: Application OE-23-09-01 – 1112 S. Ocean Shore Blvd. - Outdoor Entertainment Permit, Cajun Beach Boil & Sushi

From: City Clerk

Organization: Cajun Beach Boil & Sushi

PLANNING & ARCHITECTURAL REVIEW BOARD RECOMMENDATION: The PARB reviewed the item at their September 5, 2023 meeting. Their recommendation was to approve with stipulation. Motion by Scott Chappuis that they be allowed to have speaker music, and any live music goes through the special event permit process. Joann Soman seconded the motion. The motion carried four to one, with Marshall Shupe voting no.

BACKGROUND: Applicant: Linda MacDonald, Cajun Beach Boil & Sushi 1112 S. Ocean Shore Blvd., Flagler Beach, Florida 32136. The subject property is zoned General Commercial G.C. The applicant is seeking approval of an Annual Outdoor Entertainment Permit to allow amplified and non-amplified events consisting of music, spoken word and/or other forms of entertainment. Section 4-167, Review of Permit Application states, the city commission, after receiving recommendation from the Planning and Architectural Review (PAR) Board, shall approve, approve with conditions, or deny a permit for outdoor entertainment activity based on any of the following grounds:

- (1) The activity would present an adverse impact to the health, safety or welfare of the applicant, participants, public employees or members of the public and/or fails to protect the city's environment.
- (2) The activity would unreasonably inconvenience the general public.
- (3) The proposed activity is prohibited by or inconsistent with the Flagler Beach Code of Ordinances or the Flagler Beach Comprehensive Plan.
- (4) The applicant cannot meet, or is unwilling to meet, all of the requirements of this article.
- (5) The activity is proposed for a site that does not have adequate parking to accommodate the activity.
- (6) The activity is proposed for a site that is inherently hazardous to the participants or the public.
- (7) The event would have an adverse effect, and would unreasonably infringe upon, the rights of property owners within two hundred (200) feet of the property line of the subject property.
- (8) The event would conflict with another proximate event or interfere with construction or maintenance work.
- (9) The information furnished in the application is not materially complete and accurate.
- (10) The applicant has violated a provision, restriction or condition of this article or an outdoor entertainment activity permit issued to the applicant within the past and has not presented competent substantial evidence that measures to prevent future violations will be implemented at the property.
- (11) The requirements identified by the city staff to ensure public health, safety and welfare have not been met.
- (12) The comments and/or recommendations of the planning and architectural review board have not been addressed.

- (13) The proposed event or activity is prohibited by federal, state, or local regulations.
- (14) Other issues in the public interest as identified by the city commission.
- (a) In making a determination to approve a permit the city commission may limit the type and number of temporary structures and the duration of the activity including the hours and the number of days of the activity conducted to minimize any adverse impact caused by the activity.
- (b) Upon receipt of an application for outdoor entertainment activity, the city clerk's office shall review the application within five (5) working days of receiving it to determine if it is complete, fees have been paid and if the proposed activity qualifies as an outdoor entertainment activity. If so determined, the city clerk's office shall mail via regular mail a notice to all real property owners located within two hundred (200) feet from the property line of the subject property which notice shall include: the address of the subject property, the nature of outdoor entertainment activity sought, and the date, time and location of the PAR board meeting at which the application will be heard for recommendation. In deciding its recommendation on the application, the PAR board shall consider those same grounds listed above for consideration by the city commission. The recommendation will be brought to the city commission for final decision at its next available commission meeting.

POLICY/REQUIREMENT FOR BOARD ACTION: Provide a recommendation for the City Commission's consideration at their review of the application on the 14th of September.

IMPLEMENTATION/COORDINATION: Clerk's office will place item on the September 14, 2023 Commission agenda for consideration, to include the PARB's recommendation.

Attachments

- Application
- Letter sent to applicant
- Letter sent to surrounding properties informing of request and hearing dates
- Map and List of surrounding property owners
- Applicant Liability Insurance
- Site plan showing location of outdoor entertainment for 1112 S. Ocean Shore Moody Blvd.

OFFICE USE ONLY:

DATE REC'D _____

FEE REC'D \$ _____

INITIALS: _____

APPROVED

DISAPPROVED

SENT PARB

PERMIT ISSUED _____

INSTRUCTIONS:
Please print or type all information.
 The application must be filled out accurately and completely. Answer all questions. Do not leave an item blank. If an item does not apply, write N/A (not applicable). Incomplete applications may delay your request. All statements made on the application are subject to verification.

City of Flagler Beach
 APPLICATION FOR
 OUTDOOR ENTERTAINMENT



105 South 2nd Street,
 Post Office Box 70
 Flagler Beach, Florida 32136
 Phone (386) 517-2000 Fax (386) 517-2008

**Please type or print legibly
 Required Information**

Business Name: Cajun Beach Boil + Sushi

Contact Person: Linda MacDonald

Address: 1515 s. Central Ave

City: Flagler Beach State: FL Zip: 32136

Work Phone: — Home Phone: —

Fax: — Mobile Phone: 561-951-2211

E-Mail Address: lindamac920@gmail.com

What type of permit are you applying for? (check one)

Annual Permit (permit fee = \$150.00)

Per event that occurs fewer than 12 times a year (permit fee = \$75.00)
 (Please list dates and times for the events on the bottom of page 2)

One day event on Date _____ (permit fee = \$50.00)
 Start time _____ am\pm End time _____ am\pm

Will you utilize temporary structures at your event? No Yes
 (If yes, attach a sketch of the site showing the location of these structure and see note below)
 (Indicate number of each)

Stages _____ Scaffolding _____ Fences _____ Other _____

Tents Do any of the tents exceed 200 square feet? No Yes

Note: Special Permits are required for tents exceeding 200 square feet. Special Building permits are required for temporary structures 700 or more square feet in area and those that are four feet above grade.

Does the establishment have adequate parking? No Yes
 (Attach a sketch of the site showing the location and number of current spaces. If No how do you propose to provide parking? Attach additional statement if necessary.)

PLEASE ATTACH A SITE PLAN REGARDING THE SET UP OF THE OUTDOOR ENTERTAINMENT. PLEASE ATTACH A CURRENT COPY OF YOUR LIABILITY INSURANCE TO THIS APPLICATION.

By signing below I understand:

- This is an application only and does not obligate the City in any fashion to issuing a permit or approve an event.
- I have included my application fee and understand that my application will not be processed without the application fee.
- In no case shall the City's Noise Ordinance be violated.
- The City Commission may reasonably limit the type and number of temporary structures and the duration of the activity including the hours and the number of days of the activity conducted.
- The event(s) may not be held until a permit is received.

Signature of Applicant Imda MacDonald Date 8.4.23

Title of Applicant Owner

Affiliation _____

We will be playing soft music 7 days a week outside.

1. Date _____	Start time <u>11:00</u> <u>am</u> \ pm	End time <u>9:45</u> <u>am</u> \ pm
2. Date _____	Start time _____ am \ pm	End time _____ am \ pm
3. Date _____	Start time _____ am \ pm	End time _____ am \ pm
4. Date _____	Start time _____ am \ pm	End time _____ am \ pm
5. Date _____	Start time _____ am \ pm	End time _____ am \ pm
6. Date _____	Start time _____ am \ pm	End time _____ am \ pm
7. Date _____	Start time _____ am \ pm	End time _____ am \ pm
8. Date _____	Start time _____ am \ pm	End time _____ am \ pm
9. Date _____	Start time _____ am \ pm	End time _____ am \ pm
10. Date _____	Start time _____ am \ pm	End time _____ am \ pm
11. Date _____	Start time _____ am \ pm	End time _____ am \ pm
12. Date _____	Start time _____ am \ pm	End time _____ am \ pm

The entertainment on the stage will be random. Soft music only! It will end at 9:30pm. No Karaoke, open mic, rock bands, bingo etc.



Overview



Legend

- Parcels
- Yearly Sales
 - 2019
 - 2020
 - 2021
 - 2022
- Roads
- Streams and River

Date created: 2/1/2022
Last Data Uploaded: 2/1/2022 8:05:51 AM

Developed by  Schneider
GEOSPATIAL



City of Flagler Beach

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

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

August 15, 2023

Linda MacDonald
1515 S. Central Avenue
Flagler Beach, Florida 32136

RE: Outdoor Entertainment Application

Dear Ms. MacDonald

This letter is to advise you the Planning and Architectural Review Board will hear your request for an Outdoor Entertainment Permit on September 5, 2023 at 5:30 p.m. The City Commission will hear the Planning Board's recommendation and the final decision will be made at their September 14, 2023 meeting, which begins at 5:30 p.m. I have enclosed a copy of the letter that has been mailed to the businesses and residents within 200 feet of your location. Should you have concerns or questions please contact me at jjarra@cityofflaglerbeach.com or 386-517-2000 ext. 235.

Sincerely,

Penny Overstreet
City Clerk

CC: Larry Torino, Planner
Planning & Architectural Review Board
Elected Officials
Dale L. Martin, City Manager



City of Flagler Beach

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

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

August 15, 2023

RE: Outdoor Entertainment Permit Application Review

Dear Sir or Madam:

The purpose of this letter is to advise you, the City is in receipt of a request from "Cajun Beach Boil & Sushi", located at 1112 S. Ocean Shore Blvd., requesting an Annual Outdoor Entertainment Permit. Per Ordinance 2010-02 the office of the City Clerk is required to notify property owners in a two-hundred-foot radius of the subject property of the meeting dates and times the request will be reviewed by the Planning & Architectural Review Board and the date the City Commission will have final review. The Planning & Architectural Review Board will review the request on September 5, 2023; meeting begins at 5:30 p.m. The request will be before the City Commission for consideration on September 14, 2023; meeting begins at 5:30 p.m. The intent of this notice is to provide to you the opportunity to appear at the meeting(s) to voice your concerns or approval of the requested activity. Should you have any questions please contact the Planning & Zoning Office at 386-517-2000 ext. 231 or the City Clerk's Office at 386-517-2000 ext. 235 if you wish to view the application.

Sincerely,

Penny Overstreet
City Clerk

CC: Dale L. Martin, City Manager
Larry Torino, Planner
Elected Officials
PARB Members
Linda MacDonald, Applicant

A1A OCEANSHORE LLC
5 ST ANDREW COURT
PALM COAST, FL 32164

ANNIS BETTY H
2826 MONDAUI DR
ROCKLEDGE, FL 32955

BACK SHARON M
TRUSTEE
PO BOX 1375
FLAGLER BEACH, FL 32136

BCC PROPERTIES LLC
PO BOX 418
FLAGLER BEACH, FL 32136

BURBRINK LYNDA BAND
JOSEPH R BURBRINK JTWROS
PO BOX 695
FLAGLER BEACH, FL 32136

CITY OF FLAGLER BEACH
P O BOX 70
FLAGLER BEACH, FL 32136

CITY OF FLAGLER BEACH
PO BOX 70
FLAGLER BEACH, FL 32136

EGGERT IRIS CLAXTON
LIFE ESTATE C/O LIZ RUBEIS
2563 SW 87TH DR STE 10
GAINESVILLE, FL 32608

EZRIN ALVIN & DENISE ANNE CORNWAI
1203 S CENTRAL AVENUE
FLAGLER BEACH, FL 32136

GOLDEN MAGNOLIA MARINE INC
1272 PALM COAST PKWY SW
PALM COAST, FL 32137

HARRELL MICHELLE & REBECCA
LYNNE JUSTICE & KRISTINA FOSTER TRI
106 BARRINGTON COURT
FLETCHER, NC 28732

HODOVANCE DEREK
& HEATHER RAE H&W
112 S 11TH STREET
FLAGLER BEACH, FL 32136

JAI HANUMAAN LLC
1224 S OCEANSHORE BLVD
FLAGLER BEACH, FL 32136

MONTGOMERY CALVIN & BRENDA K
LIFE ESTATE
12499 OLIVE TRAIL
PLYMOUTH, IN 46563

OCEANSIDE COTTAGES LLC
1204 S OCEANSHORE BLVD
FLAGLER BEACH, FL 32136

SEAGROVE BEACH INVESTMENTS LLC
5753 HIGHWAY 85 N , PMB 7457
CRESTVIEW, FL 32536

SEAGROVE BEACH INVESTMENTS LLC
5753 HIGHWAY 85 N PMB 7457
CRESTVIEW, FL 32536

WADSWORTH GAIL TRUSTEE
PO BOX 838
FLAGLER BEACH, FL 32136

WOTHERSPOON THOMAS Y &
BRENDA K H&W
1102 S CENTRAL AVE
FLAGLER BEACH, FL 32136

YORK GENEROSO S & SANDRA L H
EDMUNDS JTWROS
1110 S CENTRAL AVENUE
FLAGLER BEACH, FL 32136

Property Appraisers mailing list of properties within 200' of applicant

12-12-31-4500-00170-0060
CURRENT RESIDENT
112 11TH ST S
FLAGLER BEACH, FL 32136

12-12-31-4500-00180-0010
CURRENT RESIDENT
1104 S OCEAN SHORE BLVD
FLAGLER BEACH, FL 32136

12-12-31-4500-00180-0040
CURRENT RESIDENT
109 11TH ST S
FLAGLER BEACH, FL 32136

12-12-31-4500-00180-0050
CURRENT RESIDENT
113 11TH ST S
FLAGLER BEACH, FL 32136

12-12-31-4500-00180-0060
CURRENT RESIDENT
1109 S CENTRAL AVE
FLAGLER BEACH, FL 32136

12-12-31-4500-00180-0061
CURRENT RESIDENT
1115 CENTRAL AVE S
FLAGLER BEACH, FL 32136

12-12-31-4500-00180-0080
CURRENT RESIDENT
108 12TH ST S
FLAGLER BEACH, FL 32136

12-12-31-4500-00180-0090
CURRENT RESIDENT
1112 S OCEAN SHORE BLVD
FLAGLER BEACH, FL 32136

12-12-31-4500-00190-0010
CURRENT RESIDENT
1204 S OCEAN SHORE BLVD
FLAGLER BEACH, FL 32136

12-12-31-4500-00190-0011
CURRENT RESIDENT
111 12TH ST S
FLAGLER BEACH, FL 32136

12-12-31-4500-00190-0030
CURRENT RESIDENT
1224 S OCEAN SHORE BLVD
FLAGLER BEACH, FL 32136

12-12-31-4500-00190-0230
CURRENT RESIDENT
1205 S CENTRAL AVE
FLAGLER BEACH, FL 32136

12-12-31-4500-00190-0240
CURRENT RESIDENT
1203 S CENTRAL AVE
FLAGLER BEACH, FL 32136

12-12-31-4500-00190-0250
CURRENT RESIDENT
109 12TH ST S
FLAGLER BEACH, FL 32136

12-12-31-4500-00190-0260
CURRENT RESIDENT
1201 S CENTRAL AVE
FLAGLER BEACH, FL 32136

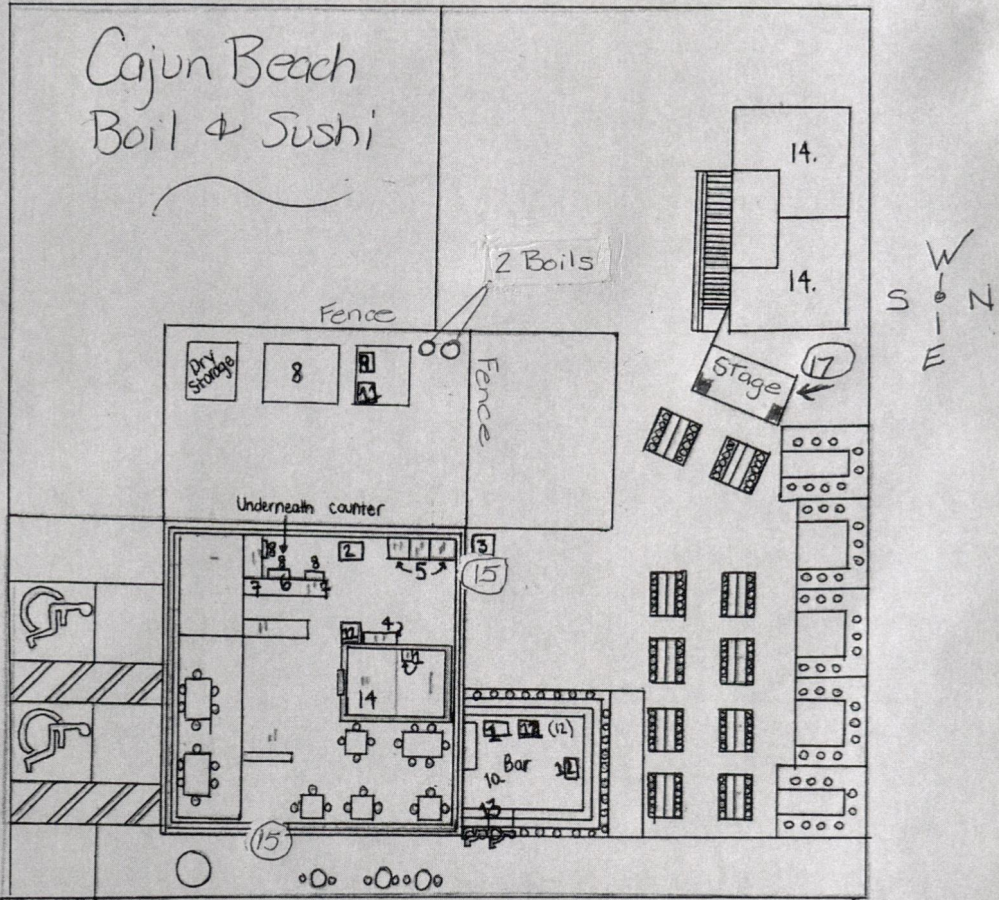
12-12-31-4500-00230-0010
CURRENT RESIDENT
1200 S CENTRAL AVE
FLAGLER BEACH, FL 32136

12-12-31-4500-00240-0110
CURRENT RESIDENT
1102 S CENTRAL AVE
FLAGLER BEACH, FL 32136

12-12-31-4500-00240-0130
CURRENT RESIDENT
1110 S CENTRAL AVE
FLAGLER BEACH, FL 32136

12-12-31-4500-00240-0140
CURRENT RESIDENT
1116 S CENTRAL AVE
FLAGLER BEACH, FL 32136

Physical mailing list of Properties within 200' of applicant



- | | |
|-------------------------------|---------------------------|
| 1. Hand sinks | 9. Freezers |
| 2. Food preparation sinks | 10. Bar equipment |
| 3. Mops sinks | 11. Ice machines |
| 4. Warewashing equipment | 12. Ice bins |
| 5. Cooking equipment | 13. Wait service stations |
| 6. Food preparation equipment | 14. Bathrooms |
| 7. Preparation tables | 15. Exit |
| 8. Refrigerators | 16. Boils (2) |
| | 17. Stage - Speakers |

1112 S. Ocean Shore Blvd.
Site Changes

2017



2020



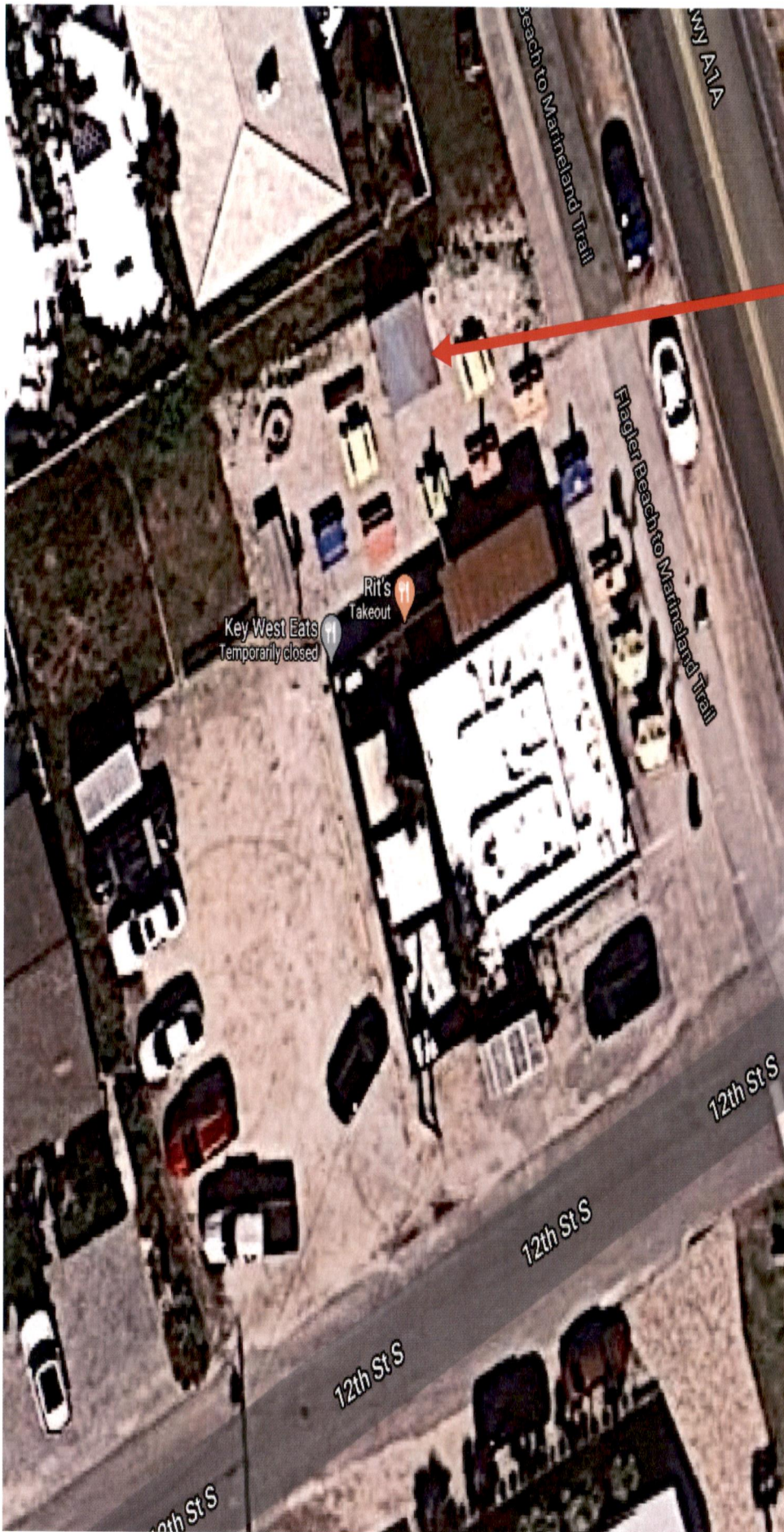
2023



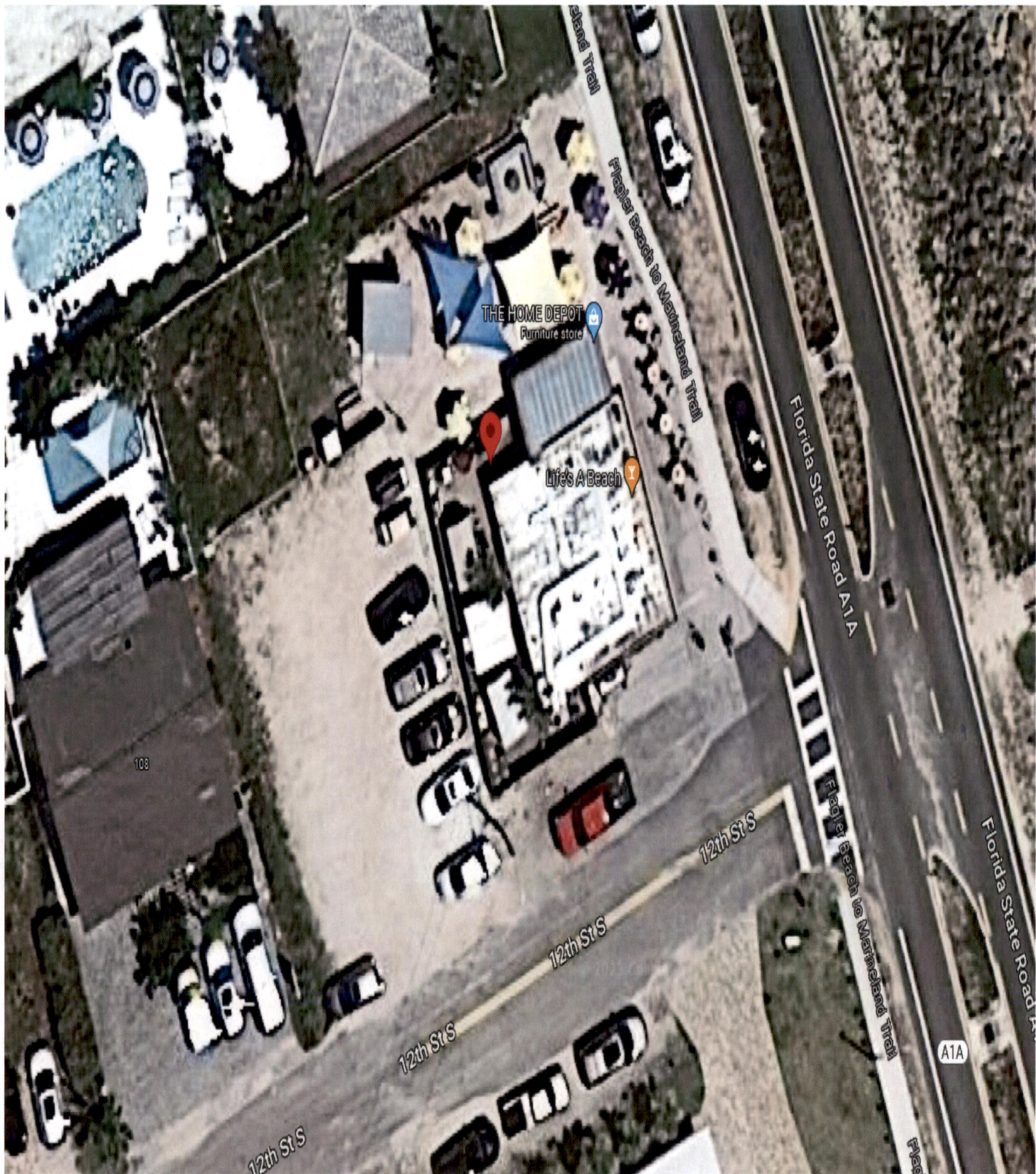
2014



Difficult to see from this aerial, but parking in the front of the restaurant was used prior to the operation under "Rit's Restaurant" in 2019/2020. The next page is the site plan submitted by Rit's Restaurant for their Outdoor Entertainment application.



Site Plan:
Temporary Stage
Speakers facing Southeast



Currently has two (2) handicap on Southside of Bldg, Sixteen regular on Westside & Seven (7) Street (R.O.W) spaces on East & South



Jimmy's Hang Ten

When FDOT redesigned AIA after Matthew they only replaced ingress & egress curbs to businesses which had a FDOT driveway permit on file, which removed the parking spaces west of the sidewalk.



Sharon Back <chichoj61@gmail.com>

1112 s oceanshore blvd entertainment permit

2 messages

Sharon <chichoj61@gmail.com>
To: cityclerkpoverstreet@cityofflaglerbeach.com

Wed, Aug 23, 2023 at 11:27 AM

August 23, 2023

City of Flagler Beach
City Clerk

Dear Madam Overstreet,

I support our local business but I am an early bird to sleep by 8pm and would prefer "No LIVE" or loud outdoor music after 8pm.

Thank you for your consideration,

Sharon Back
109 s 12 street
Flagler bch

postmaster@cityofflaglerbeach.com <postmaster@cityofflaglerbeach.com>
To: chichoj61@gmail.com

Wed, Aug 23, 2023 at 11:27 AM



Your message to cityclerkpoverstreet@cityofflaglerbeach.com couldn't be delivered.

cityclerkpoverstreet wasn't found at
cityofflaglerbeach.com.

chichoj61
Action Required

Office 365

cityclerkpoverstreet
Recipient

Unknown To address

How to Fix It

The address may be misspelled or may not exist. Try one or more of the following:

- Send the message again following these steps: In Outlook, open this non-delivery report (NDR) and choose **Send Again** from the Report ribbon. In Outlook on the web, select this NDR, then select the link "**To send this message again, click here.**" Then delete and retype the entire recipient address. If prompted with an Auto-Complete List suggestion don't select it. After typing the complete address, click **Send**.
- Contact the recipient (by phone, for example) to check that the address exists and is correct.
- The recipient may have set up email forwarding to an incorrect address. Ask them to check that any forwarding they've set up is working correctly.
- Clear the recipient Auto-Complete List in Outlook or Outlook on the web by following the steps in this article: Fix email delivery



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- The recipient may have set up email forwarding to an incorrect address. Ask them to check that any forwarding they've set up is working correctly.
- Clear the recipient Auto-Complete List in Outlook or Outlook on the web by following the steps in this article: Fix email delivery



LARRY TORINO

#15



Date: August 30, 2023
To: Joseph Pozzuoli, Chairman Planning and Architectural Review Board
 Board Members
From: Larry Torino (for the City of Flagler Beach)
Subject: Final Site Plan: Application **SP#23-08-01: 205 N. Ocean Shore Blvd.**

CITY COMMISSION: SUMMARY IN BRIEF:

The subject application was heard at the regularly scheduled meeting of the Planning and Architectural Review Board (PARB) on September 5th. The application request was previously presented to the PARB at the August 1st meeting and denied based upon several non-compliant findings of fact (see Review Findings Table below). As indicated in the 2nd Review Findings all outstanding matters were addressed and determined complying. A graphic illustration of each of the 2nd review findings is shown on pgs. 5-8.

The PARB vote was unanimous to recommend approval of Application **SP#23-08-01** to the City Commission.

Planning and Architectural review Board: UPDATED SUMMARY IN BRIEF (September 5, 2023 meeting):

Application **#SP23-08-01** was presented to the Planning and Architectural Review Board (PARB) at the August 1st meeting. The PARB voted to deny the request. The motion to deny findings and applicant action(s) are noted below.

The applicant has submitted revised documents and request's the PARB to reevaluate the updated materials accordingly. If, based upon the findings, the PARB determines each finding in compliance, to recommend approval to the City Commission.

<u>1st Review Findings</u>	<u>2nd Review Findings</u>
NON-COMPLIANCE	RESULT
Building corner design	Redesigned – determined compliant (See Illustration).
Provide building height: (angular tower, corner tower, mechanical rm.)	Provided – <i>clarify</i> east elevation "floors" designation. All other data determined compliant (Tower(s)).
Lighting plan not provided	<i>Provided – determined compliant (See Illustration)</i> .
Decrease driveway width to 18' to comply with Mixed-Use Bldgs. Development standards.	Redesigned – determined compliant by reviewer (See Illustration).
Landscape Plan – not consistent with perimeter bldg. delineation.	Revised – determined compliant by reviewer (See Illustration).

RECOMMENDATION: Planning and Architectural Review Board recommend approval of SP#23-08-01 to City Commission.

PREVIOUS REPORT

A. SUMMARY IN BRIEF:

An application has been received requesting Final Site Plan Approval to develop a mixed-use building (**See Attachment#1 Application**). The applicant proposes to raze all existing structures and redevelop the site with a structure that incorporates residential and vacation rentals above ground floor retail commercial space. The property is located at the intersection of N. Ocean Shore Blvd. and N. 2nd St.

NOTE: See General Plan Comments attached to Reviewer Report.

Location: 108 S.13th St. (**See Attachment #2 Location Map**).

Parcel ID: 12-12-31-4500-00060-0090

Legal Description: GEORGE MOODY SUB DIV BL-6 LOTS 9-10

The subject application was previously submitted and presented to the Community Redevelop Board and Planning and Architectural Review Board for comments as a Conceptual Site Plan Application in December 2022 (**CSP#22-11-01**). The project was generally well received, comments expressed were related to:

- a. Colors
- b. Roofline, east/south elevation – vary roof line, incorporate architectural elements.
- c. East elevation – railing – incorporate break(s) points along the 3rd floor façade where possible.
- d. Consider incorporating awnings and projected sills.

Parcel ID: 12-12-31-4500-00060-0090

Lot Area: 8,321sf+/-

Unit Density:

Allowed – 4.8

Proposed – 3.0

Existing Conditions

- a. Improved site.
- b. Vacated premises
- c. Generally flat.
- d. Minimal existing landscape/hardscape.
- e. Principal structure effected by Coastal Construction Control Line.

ZONING/FUTURE LAND USE/CURRENT USE

Zoning District	Future Land Use Map	Current Land Use
General Commercial (See Attachment#3)	Commercial (See Attachment#4)	Commercial /Vacated

B. Land Development Regulations Compatibility

NOTE: See pg. 4-7, FINAL SITE PLAN REVIEW COMPLIANCE WORKSHEET: MIXED-USE BUILDING SITE DEVELOPMENT STANDARDS & ARCHITECTURAL DESIGN STANDARDS.

Proposed Development

Mixed-use building:

- 1. Retail commercial space, first floor
- 2. Two (2) residential multi-family units/ one (1) resort dwelling, second floor;
- 3. One (1) residential unit, third floor;

Section 2.04.02.8. *Zoning Schedule One Land Use Controls* of the adopted Land Development Regulations allows as a Principal Unrestricted Use in the General Commercial District, Mixed Use Buildings within the defined Mixed Use District boundary. The proposed development is consistent with this standard (**See Attachment#5**).

Land Development Regulations SCHEDULE TWO ZONING DISTRICT SCHEDULE OF LOT, DENSITY, YARD, HEIGHT, AND LOT COVERAGE REQUIREMENTS, and more particularly Section 2.04.02.9.1. *Barrier Island Development Standards Tables* mandates mixed-use buildings design and development conform to the relevant Downtown Design Guidelines Mixed Use Overlay District character area development standards. The subject property is situated in the A-1-A Retail Corridor and subscribes to the following,

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

District: General Commercial	Lot Area Sq. ft.	Lot Width Ft.	Lot Depth	Unit Density 1 unit/ 2,420 ft2	Front Yard Ft.	Side Yard Ft.	Rear Yard Ft.	Height Ft.	Max. Impervious Surface Ratio
Mixed Use (Corner lot)	N/A	N/A	N/A	18 upa	0'-5"	0' – one side 20' – opposing side	20'	35'	75% (CBD)

Proposed Development

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

District: General Commercial Mixed Use	Lot Area Sq. ft.	Lot Width Ft.	Lot Depth	Unit density	Front Yard (feet)	Side Yard (feet)	Rear Yard Ft.	Height (feet)	Impervious Surface Ratio
Mixed Use	8,321sf +/-	83'	100'	3 max. 2 proposed	1.5'	3'/20'	25'	X₁	50.5%

1. verify bldg. height/tower

Reviewer Recommendation: Planning and Architectural Review Board recommend tabling Final Site Plan application **SP#23-08-01** to the City Commission based upon the following findings of fact.

1. Non-compliance -

ARCHITECTURAL DESIGN STANDARDS (Section 2.04.02.7.1. *Downtown Design Guidelines Regulations*).

1. Building Placement

Corner Lot

3. Building corner design at intersecting streets of corner lots shall be situated on a diagonal axis to establish architectural character and building frontage ingress/egress.

2. Building encroachment: (N. 2nd St.)

3. Mean Building Height – Tower (East elev.)

4. Building height – top sloped roofline (westerly elevation)

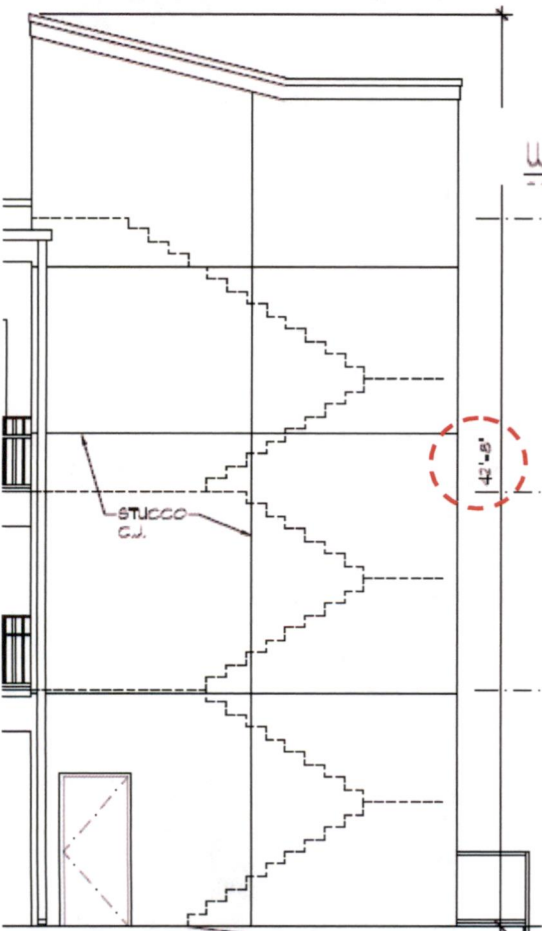
ATTACHMENTS:

Attachment #1 – General Application

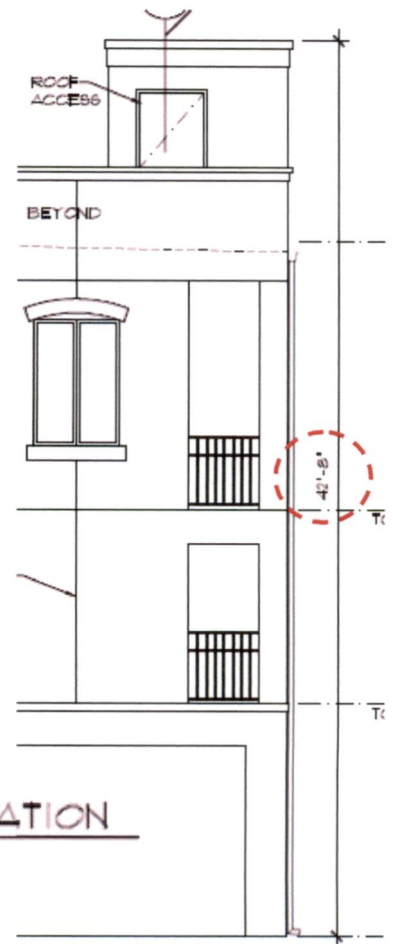
Attachment #2 – Location Map

Larry Torino Summary Report

- Attachment #3 – Zoning Map
- Attachment #4 – Future Land Use Map
- Attachment #5 – Survey
- Attachment #6 – Site Plan
- Attachment #7 – Architectural Floor Plans/elevations
- Attachment #8 – Rendering
- Attachment #9 – Corner Lot Building Elevation Non-Compliance/Compliance Illustration
- Attachment #10- Corner Survey Depiction/Building height
- Attachment #11– Civil Plan set



WEST ELEVATION



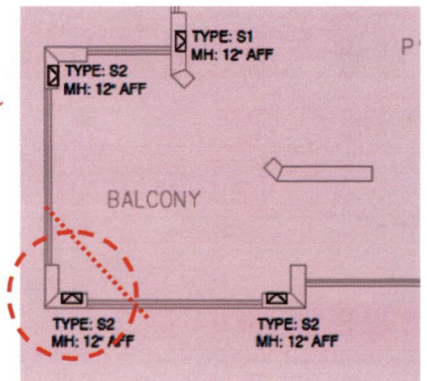
NORTH ELEVATION



SOUTH ELEVATION

SYNC DIAGONAL CORNER

FIXTURE TYPE	QUANTITY - LEVEL 3	MOUNTING HEIGHT	MANUFACTURER & CATALOG NUMBER	LAMP TYPE, COLOR, & WATTAGE	STRUCTURE LEVEL	LOCATION OF FIXTURE	DRAWING SHEET NUMBER	LABELED CUT SHEET PROVIDED (Y/N)
W	5	8-0" AFF	RAYON #T220LEDT-20-UN V-A-100-LS-XX	LED, AMBER, 20W	LEVEL 3	LANDWARD	E3	Y
S1	2	12" AFF	BEGA #33019-AMB-XX	LED, AMBER, 5.5W	LEVEL 3	BEACHSIDE	E3	Y
S2	3	12" AFF	BEGA #33017-AMB-XX	LED, AMBER, 5W	LEVEL 3	BEACHSIDE	E3	Y

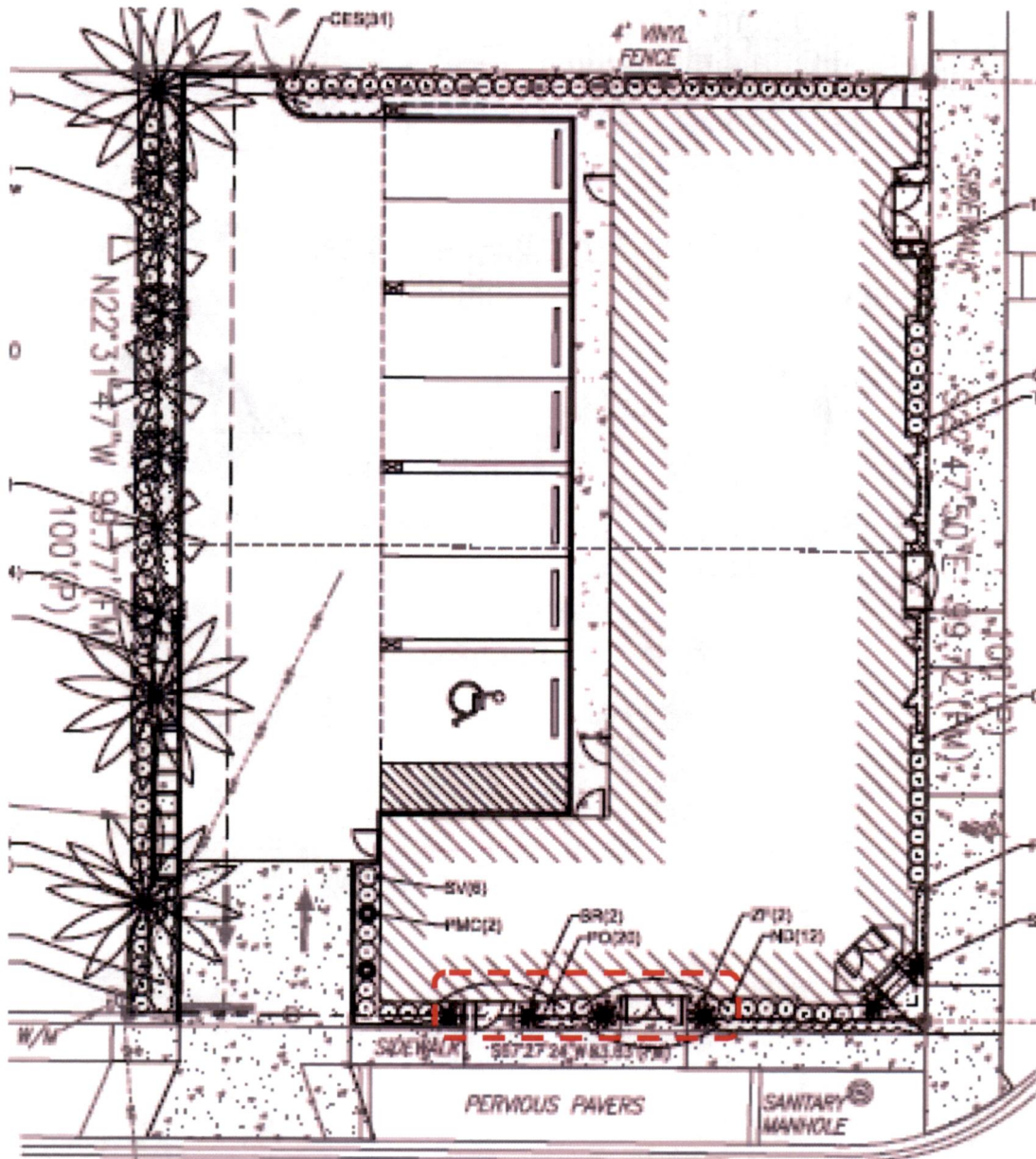
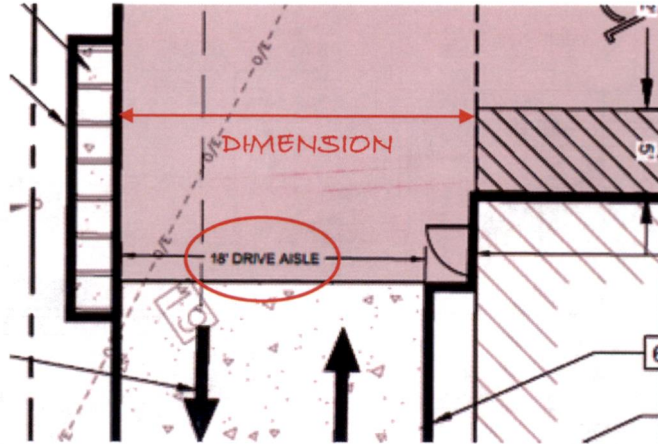


FIXTURE TYPE	QUANTITY - LEVEL 2	MOUNTING HEIGHT	MANUFACTURER & CATALOG NUMBER	LAMP TYPE, COLOR, & WATTAGE	STRUCTURE LEVEL	LOCATION OF FIXTURE
W	7	8-0" AFF	RAYON #T220LEDT-20-UN V-A-100-LS-XX	LED, AMBER, 20W	LEVEL 2	LANDWARD
S1	4	12" AFF	BEGA #33019-AMB-XX	LED, AMBER, 5.5W	LEVEL 2	BEACHSIDE
S2	2	12" AFF	BEGA #33017-AMB-XX	LED, AMBER, 5W	LEVEL 2	BEACHSIDE

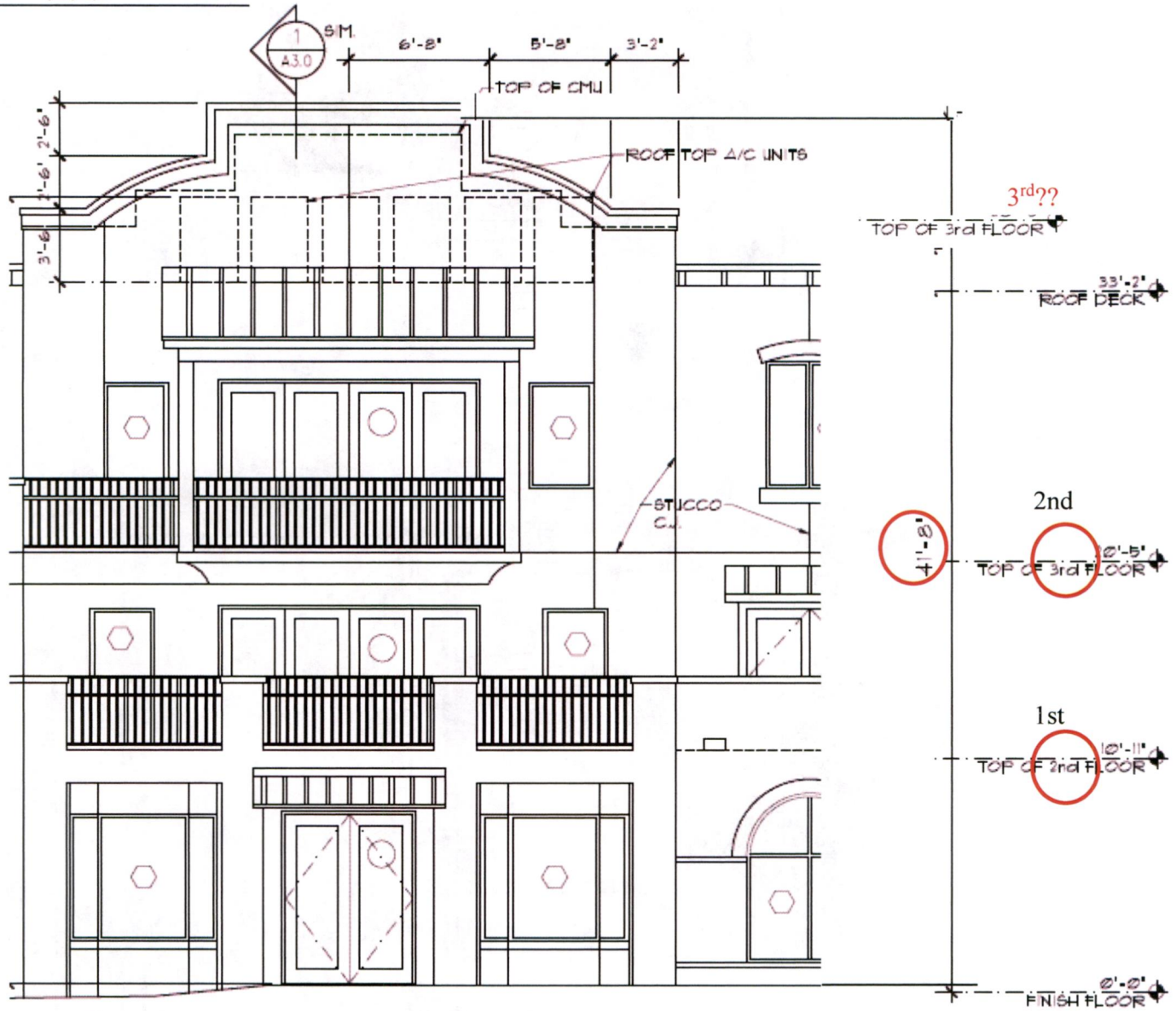


FIXTURE TYPE	QUANTITY - LEVEL 1	MOUNTING HEIGHT	MANUFACTURER & CATALOG NUMBER	LAMP TYPE, COLOR, & WATTAGE	STRUCTURE LEVEL	LOCATION OF FIXTURE
W	5	8-0" AFF	RAYON #T220LEDT-20-UN V-A-100-LS-XX	LED, AMBER, 20W	LEVEL 1	LANDWARD





EAST ELEVATION



MID-BUILDING SECTOR ELEVATION

MIXED USE BLDGS: COMPLIANCE ANALYSIS

<p>Section 2.04.02.7.1. Downtown Design Guidelines Regulations.</p> <p>Chapter 4.</p> <p>DOWNTOWN A1A RETAIL DISTRICT</p>	COMPLIANT	NOT COMPLIANT	COMMENT
--	------------------	----------------------	----------------

BUILDING PLACEMENT: CORNER LOT

Buildings on corner lots should be oriented to the street corner and the pedestrian street.	X		
Maximize the street frontage of the building.	X		
Building corner design at intersecting streets of corner lots shall be situated on a diagonal axis to establish architectural character and building frontage ingress/egress and to accommodate a line of vision for vehicular traffic from two (2) streets.		X	<p>Building corner façade (tower) non-compliant.</p> <p>Section 2.04.02.7.1. Downtown Design Guidelines Regulations.</p> <p><i>Building corner design at intersecting streets of corner lots shall be situated on a diagonal axis to establish architectural character and building frontage ingress/egress and to accommodate a line of vision for vehicular traffic from two (2) streets.</i></p>
<p><u>Build-To Line</u></p> <p>Front Line: Zero (0-5') feet</p>	X		
Sideline: Build -to property line one (1) side.	X		Note: Optional for single building/applicable to multiple structures, individual lots.
Rear Line: Build-to be determined by building location and arrangement of parking; but no closer than 10'.	X		
Buildings should be located at or within 0'-5' of property line adjoining the street for no less than sixty-five (65) percent of street frontage.	X		
Corner lots should apply the sixty-five (65) percent requirement to the entire perimeter frontage, provided that the build to requirement is met on much of any given street frontage.	X		

BUILDING MASSING

To minimize the perceived size of a building, step down its height toward the street, neighboring structures and the rear of the lot.	X		
To break up the perceived mass of structure, divide it into modules that are similar in size to buildings seen traditionally.	X		

BUILDING HEIGHT

To the mean height level between eaves and ridge for gable, hip and gambrel roofs		X	Validate maximum height of tallest roof structure and/or mean height of tallest gable roof.
---	--	---	---

FAÇADE DESIGN

<p><u>Vertical Setbacks</u></p> <p>Front:</p> <p>Between the second and third floor of the building, there should be a minimum setback of six (6) feet when possible.</p>	X		
<p>Side facing a street:</p> <p>Between the second and third floor of the building, there should be a minimum setback of six (6) feet when possible.</p>	X		
<p><u>Bands of Composition</u></p> <p>Buildings should be designed to establish the following three (3) bands of vertical composition:</p> <p>Base (one (1) story)</p> <p>Mid-section (second and third stories)</p> <p>Top (roof).</p>	X		

<u>Facade Composition</u> On the ground floor of the primary facade, there shall be a minimum of one (1) break for every fifty (50) feet of front elevation.	X		
The first floor or the primary facades of a building shall, at a minimum, utilize windows between the heights of three (3) feet and eight (8) feet above the walkway grade.	X		
<u>Ground Floor Composition</u> The ground floor facade should contain a minimum of three (3) of the following facade design elements (one of which must be awnings/canopy) Overhangs, Arcade, raised cornice parapets over the doors, projected canopies, awnings/canopies, projecting sill	X		
<u>Fenestration Ratio</u> Encourage largely transparent, open and inviting facades at the lower levels (ground floor) of the building to accentuate pedestrian environment. Encourage a greater ratio of solid wall to window allowing for more variety of architectural material and elements at the upper floors. Approximately twenty-five (25) to forty (40) percent window to wall ratio is desirable in the facade area for each building facade area adjoining a street.	X		
ARCHITECTURAL ELEMENTS			
<u>Roof Eaves</u> The roof eaves may extend five (5) feet into the building setback within the property.	X		N/A
<u>Balconies</u> Balconies may be built six (6) feet into the front and side vertical setbacks above the second floor.	X		
<u>Awnings, Arcades and Canopies</u> Awnings, arcades, and canopies on the first floor may extend five (5) feet into the building setback if the bottom of the awning is ten (10) feet above the sidewalk and they should be built within the build-to zone of the front and side setbacks.	X		
<u>Exterior Materials</u> The following materials are encouraged for exterior building construction: Stucco, Brick, Concrete masonry units, e.g. Hardiplank, Stone, Wood, Clapboard siding, Tiles	X		
SECTION 2.04.02.12 MIXED-USE BUILDING REGULATIONS: SUPPLEMENTAL SITE IMPROVEMENT REGULATIONS:			
Minimum ground floor, floor to ceiling height of ten (10) feet.	X		
Decorative finish (e.g. texture finishes and coatings) and/or design feature shall be applied to all exterior walls facing a street or residential zone.	X		
The frontage yard area between the building and property line shall be finished in a surface material to accommodate pedestrian traffic, seating or other use deemed suitable by approval of the planning and architectural review board and the city.	X		
Balconies, walkways, porticos are permitted as structural enhancements not to extend beyond six (6) feet from the building line.	X		
Joint common access drives are encouraged for two or more contiguous interior lots owned exclusively or under separate ownership to			N/A

enhance two-way access thereby decreasing access width from the required fifteen (15) feet to twelve (12) feet for each lot.			
All other applicable regulations required for site plan review to include lighting for parking areas and walkways per Appendix A; Section 5.04.02; Criteria for parking lots and vehicular use areas.	X		
Trash collection containers shall be provided behind building structures and screened. Dumpster shall be required when the total number of combined units total five (5) or greater.	X**		** Tipsters recommended by Sanitation: 1. Ease of service 2. Diminish visual blight/noise nuisance neighboring property.
PARKING			
Within the Downtown Mixed-Use District and Downtown A1A Retail sub-district, a combination of off-street parking and on-street parking can satisfy meeting the overall required number of parking spaces by means of applying the: 1. Schedule of Off-Street parking requirements, 2. Mixed Use Building Ordinance pkg. formula 3. Park Pool (North Side)	X		
On-street parking shall be provided along the perimeter of the development parcel, on the public right-of-way.	X		
Individual ingress and egress drives extending across the public sidewalks and curbs and connecting the off-street parking spaces to the public street areas shall not exceed a maximum of twelve (12) feet for a one-way drive and eighteen (18) feet for a two-way drive.		X	
Off-street parking shall be limited to the sides or rear of the building(s) and screened from street view with appropriate perimeter landscape material per Section 5.04.02, Criteria for parking lots and vehicular use, Land Development Regulations. No off-street parking shall be located between a building and the adjacent street frontage.	X		
PARKING DESIGN			
Parking stall dimensions for off-street parking and on-street parking should include the following principles: Ninety (90) degree parking should have a minimum width of eight and six- tenths (8.6) feet by eighteen (18) feet.	X		
Parking should not be located such that it interrupts the storefront continuity along the sidewalk.			N/A
On-site parking should be located behind buildings or to the side of the building, when possible.	X		
Encourage shared parking between adjacent uses, accessed from the rear of the property on corner lots.	X		
Driveways serving on-site parking should be avoided on A1A. When unavoidable, such driveways should have minimal width and should be clearly defined and visible to pedestrians from the sidewalk.	X		
DOWNTOWN A1A RETAIL CORRIDOR: PARKING			
Residential uses—Two (2) spaces per unit on site. Commercial uses—One (1) space per three hundred fifty (350) square feet <i>Mixed-use Bldg. Parking formula:</i> Commercial uses: 1. 1.33 spaces per eight hundred (800) square feet may be provided on-site. 2. Permitted on-street parking shall not exceed 40% of the total required parking.	X		

LANDSCAPING			
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.	X		
Any living barrier shall be established in a two-foot minimum wide planting strip. living barrier shall be at least thirty (30) inches high at time of planting	X		
Any living barrier shall be established in a two-foot minimum wide planting strip.	X		
Remaining required landscaped areas shall be landscaped with grass, ground cover, or other approved landscape treatment excluding paving.	X		
Interior landscaping: Interior areas of parking lots shall contain planter islands located so as to best relieve the expanse of paving. A maximum of twelve (12) parking spaces in a row will be permitted without a planter island.			N/A
Trees -			
Trees species shall be a minimum of eight (8) feet overall height at time of planting.	X		
one (1) tree in each forty (40) linear feet or fraction thereof shall be provided in the perimeter landscape planting area.	X		
TRASH RECEPTACLES			
shall be screened on all sides with a hedge or solid fence or wall of not less than six (6) feet in height and efficiently located.	X		
Miscellaneous			
signage			N/A



CITY OF FLAGLER BEACH BUILDING AND PLANNING DEPARTMENT

GENERAL APPLICATION	
<input checked="" type="checkbox"/> Final Site Plan	<input type="checkbox"/> Preliminary Plat
<input type="checkbox"/> Master Site Plan	<input type="checkbox"/> Final Plat
<input type="checkbox"/> Site Development Plan(s)	<input type="checkbox"/> Plat Vacating
<input type="checkbox"/> Rezoning	<input type="checkbox"/> Subdivision Master Plan
<input type="checkbox"/> Comprehensive Plan Amendment	<input type="checkbox"/> Non-statutory Land Division/Parcel Reconfiguration
<input type="checkbox"/> Future Land Use Map Amendment	<input type="checkbox"/> Site Plan Modification (Post approval)
<input type="checkbox"/> Special Exception	<input type="checkbox"/> Development Order Modification
<input type="checkbox"/> Variance	<input type="checkbox"/> Wireless Communication Facility (new structure)

Application Submittal Date: _____

Fee Paid: \$ _____ Date Received: _____

Employee Accepting Application (print name): _____

Rejected Date: _____ Rejected by: _____

Reason for Rejection: _____

A. PROJECT NAME: 205 N Oceanshore Blvd

B. LOCATION OF SUBJECT PROPERTY (PHYSICAL ADDRESS): 205 N Oceanshore Blvd

C. PROPERTY APPRAISER'S PARCEL ID NUMBER(s): 12-12-31-4500-00060-0090

D. LEGAL DESCRIPTION: _____ Subdivision Name: GEORGE MOODY
GEORGE MOODY SUB DIV BL-6 LOTS 9-10 OR 616 PG 150 OR SUBDIVISION
1936/1394 OR 2022/1573 OR 2229/465

Section; 41 Block(s); 6 Lot(s); 9-10

E. SUBJECT PROPERTY ACRES / SQUARE FOOTAGE: 8,320SF

F. FUTURE LAND USE MAP DESIGNATION: (MU) MIXED USE EXISTING ZONING DISTRICT: (MU) MIXED USE
 OVERLAY DISTRICT: A1A CORRIDOR

G. FLOOD ZONE: X FEMA COMMUNITY PANEL NUMBER: 12035C0232E DATE: 6/6/2018

H. CURRENT USE OF PROPERTY: STORE/OFFICE/RESID (001200)

I. DESCRIPTION OF REQUEST/PROPOSED DEVELOPMENT (ATTACH ADDITIONAL SHEETS) _____
PROPOSE A THREE STORY MIXED- USE BUILDING WITH COMMERCIAL AND
RESIDENTIAL USES. Commercial: 3717 = First floor 2653 + Second floor 1064
Residential: 5521 = Second floor 2192 + Third floor 3329

J. PROPOSED NUMBER OF LOTS (If Applicable): _____ Development Phasing: Yes No



CITY OF FLAGLER BEACH BUILDING AND PLANNING DEPARTMENT

K. LIST BELOW ANY APPLICATIONS CURRENTLY UNDER REVIEW OR RECENTLY APPROVED ASSOCIATED WITH THIS APPLICATION:

L. WATER/SEWER PROVIDER: FLAGLER BEACH

M. EXISTING MORTGAGE? Yes No

OWNER:	APPLICANT/AGENT:
Name: ELIAS HABBABEH	Name: JOHN ZEMBALL/ZAHN ENGINEERING INC
Mailing Address: 205 N OCEANSHORE BLVD	Mailing Address: 150 S PALMETTO AVE STE 201
Phone Number: 386-383-1342	Phone Number: DAYTONA BEACH, FL 32114
E-mail Address: KONAN_TRUBLE@HOTMAIL.COM	E-mail Address: 386-252-0020 INFO@ZAHNENG.COM

MORTGAGE HOLDER:	ENGINEER OR PROFESSIONAL:
Name:	Name: ZAHN ENGINEERING
Mailing Address:	Mailing Address: 150 S PALMETTO AVE STE 201
Phone Number:	Phone Number: DAYTONA BEACH, FL 32114
E-mail Address:	E-mail Address: 386-252-0020 INFO@ZAHNENG.COM

SURVEYOR:	LANDSCAPE ARCHITECT:
Name: EFRID SURVEYING GROUP INC.	Name: CARA CULLIVER
Mailing Address: 475 S. BLUE LAKE AVE	Mailing Address:
Phone Number: 386-740-4144	Phone Number: 386-676-3958
E-mail Address: LARRY@EFRIDSURVEYING.COM	E-mail Address: CULLIVERDESIGN@CFL.RR.COM

PLANNER:	TRAFFIC ENGINEER:
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:

ATTORNEY OF RECORD:	DEVELOPER:
Name:	Name: ELIAS HABBABEH
Mailing Address:	Mailing Address: 205 N OCEANSHORE BLVD
Phone Number:	Phone Number: 386-383-1342
E-mail Address:	E-mail Address: KONAN_TRUBLE@HOTMAIL.COM

I HEREBY CERTIFY THAT ALL INFORMATION ON THIS APPLICATION IS CORRECT:

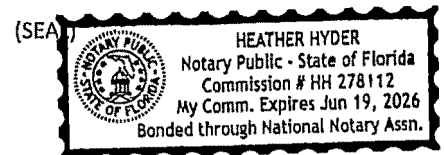
Signature of owner OR person authorized to represent this application:

Signature(s): [Signature]

Printed or typed name(s): JOHN ZEMBALL, P.E.

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 3 day of JULY 2023 by JOHN ZEMBALL individual submitted by Personal Knowledge Satisfactory Evidence: Type _____

[Signature]
Signature of Notary Public, State of Florida





FINAL SITE PLAN SITE DEVELOPMENT APPLICATION SUBMITTAL CHECKLIST

The following checklist is a tool to facilitate compliance for the submittal package. Please follow the below instructions. If questions, you are encouraged to contact the Building and Planning Dept. @ 386-517-2000 X231 or X232.

1. The checklist must be completed by the Applicant. If a required document is not provided, a statement justifying the action must be submitted and considered accordingly.
2. At minimum, the documents listed below are required to process a request for site development approval associated with the corresponding Final Site Plan.
3. It is recommended a *pre-application submittal meeting* be scheduled by contacting the Building and Planning Dept.
4. It is also recommended to contact the Building and Planning Dept. to schedule an appointment to submit the application package.
5. Mark each check box on the checklist to indicate that the item *has been addressed*;

> Mandatory > Sub-item Require As Applicable

TASK	Mandatory	As App.	Sub-item	Staff Responsibility	Checklist Items
2				Bldg. Dept.	General Application Form
3			<input type="checkbox"/>	ALL DEPT. DOCUMENTS @ INTAKE	Signed by owner or property owners representative.
4	<input checked="" type="checkbox"/>		<input type="checkbox"/>		<i>Technical Site Development Submittal Checklist</i>
5			<input type="checkbox"/>		INTAKE Checklist
6	<input checked="" type="checkbox"/>		<input type="checkbox"/>		Corporate Identity
7			<input type="checkbox"/>		Filed by property owner or managing agent as listed in the Division of Corporation.
8	<input checked="" type="checkbox"/>		<input type="checkbox"/>		Current Survey
9			<input type="checkbox"/>		1. Prepared by a registered land surveyor licensed to practice in the State of Florida.
10			<input type="checkbox"/>		2. Legal description and total acreage of the subject property.
11			<input type="checkbox"/>		3. Surveyors certificate of accuracy.
12			<input type="checkbox"/>		4. Depict all existing on-site or adjacent easements, including drainage, electricity, gas, water, wastewater, or other pipeline or utility easements.
13			<input type="checkbox"/>		5. Depict all existing on-site improvements, including buildings, structures, drainage facilities, and utilities.
14			<input type="checkbox"/>		Completed with the benefit of a title opinion that states it is current.
15			<input type="checkbox"/>		<input checked="" type="checkbox"/> All wetlands and conservation easements with upland buffers depicted if applicable.
16			<input type="checkbox"/>		8. Flood Insurance Rate Map (FIRM) information: community panel number, date, flood zones(s) and Base Flood Elevation data in NAVD 88'. Flood boundary shall be depicted.
17			<input type="checkbox"/>		9. Flood Elevation data in NAVD 88'. Flood boundary shall be depicted.
18			<input type="checkbox"/>		10. All protected trees
19	<input checked="" type="checkbox"/>		<input type="checkbox"/>		Eng. Dept.
20			<input type="checkbox"/>		1. Construction Plan/Site Plan
21			<input type="checkbox"/>		2. Cover sheet to include:
22			<input type="checkbox"/>		a. Title of project NA



SITE DEVELOPMENT APPLICATION SUBMITTAL CHECKLIST

23	<input type="checkbox"/>	b. Name, address, phone #, and e-mail address of the owner, engineer, landscape architect, surveyor, architect, environmentalist and developer (as applicable) NA
24	<input type="checkbox"/>	c. Site location map inset with a north arrow indicator and sufficient information to locate the property in the field. Street names within the area are to also be included on the map (as applicable)
25	<input type="checkbox"/>	3. Site Data analysis with the following information:
26	<input type="checkbox"/>	a. Site size (in square feet and/or acreage)
27	<input type="checkbox"/>	b. Zoning of property
28	<input type="checkbox"/>	c. FLUM of property
29	<input type="checkbox"/>	d. Intended uses and total square footage for buildings for each use
30	<input type="checkbox"/>	e. Total building(s) square footage-Gross Floor Area- (measure from outside walls); include square footage of any space with a roof (e.g. covered entry, open porch, portico, etc.)
31	<input type="checkbox"/>	
32	<input type="checkbox"/>	f. Total building footprint as percentage of site and area (via sq. ft. or acreage)
33	<input type="checkbox"/>	g. Vehicular Use Area (VUA) percentage and area
34	<input type="checkbox"/>	h. Sidewalk(s) percentage of site and area
35	<input type="checkbox"/>	i. Impervious Surface Ratio (ISR) and area
36	<input type="checkbox"/>	j. Floor Area (only for non-residential)
37	<input type="checkbox"/>	k. Pervious Ratio and area
38	<input type="checkbox"/>	l. Parking calculations to include number required, existing, proposed vehicle spaces and bicycle rack spaces. Also include required/provided ADA accessible spaces.
39	<input type="checkbox"/>	m. Total # of residential units (density calculation per LDC) and breakdown of multi-family units by bedroom and living area
40	<input type="checkbox"/>	n. Garage units for multifamily projects shall be provided for a minimum of one-third of the proposed multifamily units
41	<input type="checkbox"/>	o. Building Height
42	<input type="checkbox"/>	4. Project name and north arrow indicator and scale provided on each sheet of plans
43	<input type="checkbox"/>	5. Flood Zone information (FIRM) Panel information on cover sheet and delineate the extent of flood zone boundaries with reference to base flood elevation(s) if applicable on plans
44	<input type="checkbox"/>	6. A space measuring at least 4" in width by 3" in height shall be provided in the upper right corner at the top of each sheet of plans to be reserved for the City's approval stamp.
45	<input type="checkbox"/>	7. Easements including locations, dimensions, and types (show both existing and proposed).
46	<input type="checkbox"/>	8. All existing and proposed structures depicting dimensions and locations.
47	<input type="checkbox"/>	9. Setbacks from the property lines to all structures unless setbacks are met
48	<input type="checkbox"/>	10. Pad location, size, and setbacks for all dumpsters and recyclable containers (including details of enclosure).
49	<input type="checkbox"/>	11. Zoning of all adjacent properties and properties across rights-of-ways with the name of the rights-of-way(s) included.
50	<input type="checkbox"/>	12. Wetlands and associate upland buffer(s), water courses, waterbodies, and other natural to be located on the site. Also, other natural resources lying within, adjacent to, affecting, or potentially impacted by the site
51	<input type="checkbox"/>	13. Notes with line items to include on site plan:
52	<input type="checkbox"/>	a All utilities shall be located underground.
53	<input type="checkbox"/>	b Contractor to attend a mandatory preconstruction meeting with City staff prior to any disturbance of the property.
54	<input type="checkbox"/>	c Conservation easements with upland buffers delineated if applicable with the recording information (O.R. Book and Page #), if applicable.
55	<input type="checkbox"/>	d Any other pertinent information that should be noted.
56	<input type="checkbox"/>	14. Parking detail for each parking stall scenario (i.e. parallel space, angled parking, etc.), including accessible spaces, ADA requirements.



SITE DEVELOPMENT APPLICATION SUBMITTAL CHECKLIST

57			<input type="checkbox"/>	15. Location of bike racks and detail specifications.
58			<input type="checkbox"/>	16. Show stacking lanes on plans including any menu boards and pickup windows, including queuing dimensions. Stacking analysis required if staff sees any potential issues.
59			<input type="checkbox"/>	17. Show loading zones and along with dimensions.
60			<input type="checkbox"/>	18. If phasing proposed, include construction phasing lines and note that the development order will be for the proposed phase only.
61			<input type="checkbox"/>	
62			<input type="checkbox"/>	19. Sight triangles.
63			<input type="checkbox"/>	20. Location of all mechanical equipment and utility boxes. Ground-mounted mechanical equipment shall be located within 20' of the principal structure, except transformers. Mechanical equipment includes, but is not limited to, air conditioning units, pool pumps, generators, and gas tanks.
64			<input type="checkbox"/>	21. Location of all outdoor storage areas, loading and unloading areas, truck parking (this includes fleet storage). And depict all service support equipment (i.e. ice machines and dispensers, outdoor vending machines, and propane tanks and refilling areas, etc.) and label each.
65			<input type="checkbox"/>	22. Show the minimum height of vehicular overhead obstructions shall not be less than 13'6"
66			<input type="checkbox"/>	23. Must provide 2 ingress and egress locations for single-family and multi-family residential developments of 51 units or greater
67			<input type="checkbox"/>	a. Primary, secondary and emergency access roads including site access locations, minimum access clearance widths and heights, lane widths for multi-lane / two-way roads, turning radius (including turning radius of any turn-arounds), lengths of dead-ends listed; gates and other controlled access points with width clearance dimensions. All fire department access roads shall be designed for a minimum 75,000 lb. apparatus /equipment weight.
68			<input type="checkbox"/>	24. Depict location of any public supply well sites and show 500' radius setback.
69			<input type="checkbox"/>	25. Depict internal and external walkways/sidewalks, connections, width and provide specifications. (Sidewalk fund, if applicable)
70			<input type="checkbox"/>	26. ADA compliance regarding width, slope, railings, truncated domes, and other ADA warning devices
71			<input type="checkbox"/>	27. Show width and type of Landscape Buffers
72			<input type="checkbox"/>	28. Dimensioned radii of all retention and detention ponds.
73			<input type="checkbox"/>	29. Internal Vehicular Circulation
74			<input type="checkbox"/>	30. Internal Signage and Striping
75			<input type="checkbox"/>	31. Interconnectivity between project including access agreement
76	<input checked="" type="checkbox"/>	<i>Eng. Dept.</i>		Grading, Drainage and Erosion Control Plan (not less than 1"=40')
77			<input type="checkbox"/>	1. Base Information (under Site Plan outlined above)
78			<input type="checkbox"/>	2. Provide predevelopment drainage plan
79			<input type="checkbox"/>	3. Grading and Drainage Plan
80			<input checked="" type="checkbox"/>	a. Show existing and proposed contours at one foot (min) intervals with spot elevations as needed for clarity and to adequately depict drainage patterns (NAVD 1988 DATUM)
81			<input type="checkbox"/>	b. Details and sections for all grade changes. Location, extent, amount, and proposed final grades of any filling, grading, or excavation. Where the placement of fill is proposed, the amount, type, and source of fill material; compaction specifications; a description of the intended purpose of the fill areas; Evidence that the proposed fill areas are the minimum necessary to achieve the intended purpose Existing and proposed alignment of any proposed alteration of a watercourse.
82			<input type="checkbox"/>	c. Grading to include lowest floor / top of foundation / finished slab elevations for all buildings and structures. Slopes / grades perpendicular to all sides of all buildings for a minimum distance of ten (10) feet from foundations with slopes expressed in percentages. Minimum slopes of 2% for impervious surfaces and 5% (6 inches fall within the first 10 feet); finished ground surface elevations adjacent to all corners of buildings and various intervals (approximately every ten feet) along buildings indicating minimum ground-earth separation of four (4), six (6) or eight (8) inches depending on construction materials and finishes used in exterior wall construction. Include details of surface improvements required to facilitate drainage away/perpendicular from foundations where 5% slope in the first ten feet cannot be provided.
83			<input type="checkbox"/>	4. Contour and spot elevations along roadways at a minimum 100-ft. intervals indicating centerline,



SITE DEVELOPMENT APPLICATION SUBMITTAL CHECKLIST

				edge of pavement, shoulder, swales, ditches, and roadway right-of-way.
84	<input type="checkbox"/>	<input type="checkbox"/>		5. Roadway profiles showing utility and drainage improvements
85	<input type="checkbox"/>	<input type="checkbox"/>		6. Demolition and/or relocation plan for existing items
86	<input type="checkbox"/>	<input type="checkbox"/>		7. Details of construction and connection to adjacent roads serving project
87	<input type="checkbox"/>	<input type="checkbox"/>		8. Stormwater Management System
88	<input type="checkbox"/>	<input type="checkbox"/>		a. Section views of all proposed retention/detention ponds, swales, berms, etc. indicating top of bank, bottom, normal water level, 5-year, 25-year and 100-yr stormwater elevations.
89	<input type="checkbox"/>	<input type="checkbox"/>		b. slopes with vegetation requirements or other erosion control measures called out.
90	<input type="checkbox"/>	<input type="checkbox"/>		c. details for all proposed manholes, inlets, and other stormwater control structures.
91	<input type="checkbox"/>	<input type="checkbox"/>		d. Location, size, length, and elevations of all proposed piping systems and related structures.
92	<input type="checkbox"/>	<input type="checkbox"/>		e. Stormwater Analysis with pipe calculations.
93	<input type="checkbox"/>	<input type="checkbox"/>		f. Geotechnical report signed and sealed by a professional engineer.
94	<input type="checkbox"/>	<input type="checkbox"/>		9. Erosion and Sediment Control Plan.
95	<input type="checkbox"/>	<input type="checkbox"/>		a. Location and details for all BMPs.
96	<input type="checkbox"/>	<input type="checkbox"/>		b. Temporary and permanent vegetation requirements.
97	<input type="checkbox"/>	<input type="checkbox"/>		c. Include a Stormwater Pollution Prevention Plan (SWPPP).
98	<input type="checkbox"/>	<input type="checkbox"/>		10. Copies of permits from all regulatory agencies having jurisdiction (prior to commencement of construction).
99	<input type="checkbox"/>	<input type="checkbox"/>		11. Tree Protection Fencing.
100	<input type="checkbox"/>	<input type="checkbox"/>		Note: Existing trees shown to remain should have no alteration of grade made within their Tree Protection Zone (TPZ). If grading as shown proposes to alter grade within this TPZ then field adjustments will need to be made to avoid such circumstance; Use of retaining walls may be required.
101	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Eng. Dept.	Utility Plans (not less than 1"=40')
102	<input type="checkbox"/>	<input type="checkbox"/>		1. Review potable, sewer, reclaim systems. Include dimension of backflow pad. Show scale
103	<input type="checkbox"/>	<input type="checkbox"/>		2. Review plats for easements and possible parcels for pump stations.
104	<input type="checkbox"/>	<input type="checkbox"/>		3. Provide adequate size piping to provide required fire flow.
105	<input type="checkbox"/>	<input type="checkbox"/>		4. Minimum 6" pipe or larger, as required.
106	<input type="checkbox"/>	<input type="checkbox"/>		5. Pump Station Calculation
107	<input type="checkbox"/>	<input type="checkbox"/>		6. Water and Sewer:
108	<input type="checkbox"/>	<input type="checkbox"/>		a. Pipe data including size, lengths, and material
109	<input type="checkbox"/>	<input type="checkbox"/>		b. All conflicts with other utility and drainage systems
110	<input type="checkbox"/>	<input type="checkbox"/>		c. All manhole locations, invert and rim elevations
111	<input type="checkbox"/>	<input type="checkbox"/>		d. Size, type, and location of fittings, valves, hydrants, air release/vacuum relief valves
112	<input type="checkbox"/>	<input type="checkbox"/>		e. Pipe restraint requirements and method of restraint
113	<input type="checkbox"/>	<input type="checkbox"/>		f. Details of connections to existing system
114	<input type="checkbox"/>	<input type="checkbox"/>		g. Location and construction details for wastewater pumping stations including size and type of pumps
115	<input type="checkbox"/>	<input type="checkbox"/>		h. All utility related accesses and easements
116	<input type="checkbox"/>	<input type="checkbox"/>		i. Construction notes regarding cover, horizontal and vertical control, special construction requirements and related details
117	<input type="checkbox"/>	<input type="checkbox"/>		7. Location of existing and proposed potable and irrigation wells
118	<input type="checkbox"/>	<input type="checkbox"/>		8. Utility Agreement
119	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Plng. Dept.	Landscape Plans (not less than 1"=40')
120	<input type="checkbox"/>	<input type="checkbox"/>		1. Designed, signed, and sealed (on final set) by a registered Florida landscape architect.
121	<input type="checkbox"/>	<input type="checkbox"/>		2. A tree survey showing all protected trees.



SITE DEVELOPMENT APPLICATION SUBMITTAL CHECKLIST

122			<input type="checkbox"/>		3. All easements shown on plans.
123			<input type="checkbox"/>		4. All landscape buffer lines shown on plans . Label type and dimension.
124			<input type="checkbox"/>		5. Tree removal plan if needed, that shows landscape buffer lines on plan and tree protection barricades around any trees to remain that are within the silt fence.
125			<input type="checkbox"/>		6. Tree Density calculations shown on plans of property area, excluding ponds, lakes and canals
126			<input type="checkbox"/>		7. If re-use water is not being used, verify 50% of pervious area is being landscaped with drought tolerant or native plants and grasses.
127			<input type="checkbox"/>		8. Verify that any signage has plantings around the entire perimeter.
128			<input type="checkbox"/>		9. Littoral zone plantings around all stormwater detention ponds or littoral zone alternative
129			<input type="checkbox"/>		10. All HVAC equipment, utility structures, and backflow preventers screened from public view
130			<input type="checkbox"/>		a. Screening planting hedges need to be a minimum of 30" tall at time of planting and continuous.
131			<input type="checkbox"/>		11. Provide street tree plantings 40' O.C. in any common areas where new streets or shared private access roads have been created.
132			<input type="checkbox"/>		12. Overhead power lines shown on plans and shade trees planted at a minimum of 15' away.
133			<input type="checkbox"/>		13. All site lighting poles shown on plans and shade trees planted at a minimum distance of 15' away.
134			<input type="checkbox"/>		14. All utilities shown as a shaded layer on plans and shade trees planted at a minimum of 10' away.
135			<input type="checkbox"/>		a. Fire hydrants shown on plan with trees and shrubs at proper clearance.
136			<input type="checkbox"/>		15. Site triangles on plans Shrubs higher than 2' or trees with branches lower than 7' not to be planted in sight triangles.
137			<input type="checkbox"/>		16. Verify that foundation plantings are provided
138			<input type="checkbox"/>		17. Wildfire hazard assessment as needed
139			<input type="checkbox"/>		18. Requirement for all trees and plants to be a Florida Number 1 or better quality
140			<input type="checkbox"/>		19. Size, quantity, and variety of all trees and plants and shrubs / ground covers with spacing.
141			<input type="checkbox"/>		a. Shade trees are a minimum of 3 1/2" caliper
142			<input type="checkbox"/>		b. Understory trees are a minimum of 1 1/2" caliper and 30 gallon container.
143			<input type="checkbox"/>		c. Vehicular Use Area island understory trees are a minimum height of 10-12'.
144			<input type="checkbox"/>		20. Type of sod to be used (Bahia required for non-irrigated areas).
145			<input type="checkbox"/>		21. All disturbed areas of the right-of-way to be sodded with Bahia sod.
146			<input type="checkbox"/>		22. Mulch material needs to be specified with depth between 2-4" deep.
147			<input type="checkbox"/>		23. Clearing limits on the plan and description of sod or mulch limits.
148			<input type="checkbox"/>		24. Provide short screening plantings of parking areas visible from right-of-way and adjoining properties where not already provided by buffer screening plantings. 2' setback if 20' parking stall depth.
149			<input type="checkbox"/>		25. Provide VUA calculations on plans.
150			<input type="checkbox"/>		a. Internal parking lot landscaping need to be a minimum of 10% of VUA area excluding areas beneath vehicular canopies.
151			<input type="checkbox"/>		b. VUA landscape islands shall have at least (1) tree credit for every 165 sf of required internal parking lot landscaping area. (Shade Trees = 2 credits, Palm Trees = 1.5 credits, Understory Trees = 1 credit)
152			<input type="checkbox"/>		c. VUA landscape Islands shall be a minimum of 150 sf. pervious area. If planted with a shade tree then a minimum of 300 sf unless using alternate planting requirements for parking lot and 9' wide OR 450 sf with shade tree and light pole. Terminal islands must be a minimum of 5' wide.
153			<input type="checkbox"/>		d. Detail sheet that includes tree staking details and if any trees are to be retained include Standard Tree Protection Zone Detail, Root Pruning Detail and Tree Protection Fencing Detail.
154			<input type="checkbox"/>		e. All VUA parking lot Islands curbed to protect the shrubs and trees from vehicular damage
155			<input type="checkbox"/>		f. VUA Islands placement allowing runs of no more than 10 spaces without an Island unless allowed optional designs.



SITE DEVELOPMENT APPLICATION SUBMITTAL CHECKLIST

156								g. Show in tabulation form all VUA Islands used for credit by number with location map.
157								h. Note on plans that as-built landscape plans are required from the project's landscape architect.
158								i. Delineate the extent of wetlands and associated upland buffers
159								J. Irrigation location source
160	<input checked="" type="checkbox"/>		Plng.	Eng.				Irrigation Plan (not less than 1"=40')
161								1. Required on 2nd submittal due to likely changes on plan for 1st submittal, but Development Order will not be issued without a complete plan
162								2. Minimize runoff or spraying of irrigation water onto impervious areas and adjacent properties. Irrigation design to locate plants into water use zones having the same irrigation needs and provide head to head coverage within each individual zone. Water source shall be provided from the lowest quality water source available and feasible for the site. <i>Order of water source from lowest to highest quality is the following: 1. Reclaimed water 2. Stormwater, lake or canal 3. Groundwater (well) 4. Potable water</i>
163								3. Temporary irrigation systems should include an irrigation schedule and use super absorbents in planting backfill, as well as native or xeric plants and trees. Specifications shall be included to provide one of the following: 1. Automatic irrigation 2. Hand watering via hose bib or other water source 3. Water truck hand watering 4. Automated water bags
164								4. Bubblers, drip lines, side strip nozzles for hedges are recommended for water conservation.
165								5. Mainlines and lateral lines shown on plans.
166								6. Backflow preventers provided on all metered water connections.
167								7. Permitted wells shall have a serviceable double-check valve.
168								8. Irrigation to be installed with a moisture sensing device or smart irrigation system.
169								9. If re-use water is being used add note to plans that states all heads, pipes, valve box covers and bubblers to be coded in purple. Include City's standard re-use water signage detail on plans and indicate their locations on plan.
170								10. <i>Note on plans that as-built irrigation plans (signed and sealed) required from the project landscape architect.</i>
171	<input checked="" type="checkbox"/>		Plng.	Eng.				Lighting Plan (not less than 1"=40')
172								1. Photometric Plan Sec. 9.08.05.A
173								2. The Lighting Plan should contain the following notes:
174								a. No lights allowed 90 degrees above horizontal plane, except accent lighting.
175								b. Light shielding requirements shall protect from glare, light spillage to pedestrians, aircraft and cars.
176								c. Mercury Vapor shall not be allowed.
177								d. Lighting Plan meet the requirements of Section 14 of IESNA RP-20-98 lighting 1998 or current edition.
178								3. Pole location and height(s)
179								4. Light head product cut sheet to include lighting equipment specifications indicating compliance with the Florida Building Code-Energy Conservation
180								5. Pole base detail - direct bury, etc. Sec. 9.08.05.D
181								6. Conduit Size (Electrical Information to be provided with building permit)
182	<input checked="" type="checkbox"/>		Fire Dept.					Building Services (includes electrical and fire code review)
183								1. Location of existing and proposed fire hydrants both on-site and those off-site that are used to determine minimum fire-flow calculations
184								2. Fire-flow calculations based on area and proposed construction type for all buildings and structures
185								3. Location of Fire Department Connection (FDC)
186								4. Dimensioned distances from the closest fire department access to each building measured along exterior walls of each building indicating no point of exterior wall is more than 150 feet from fire department access for buildings not provided with a fire sprinkler system throughout and no point of exterior wall is more than 450 feet from fire department access for buildings provided with a fire
187								



SITE DEVELOPMENT APPLICATION SUBMITTAL CHECKLIST

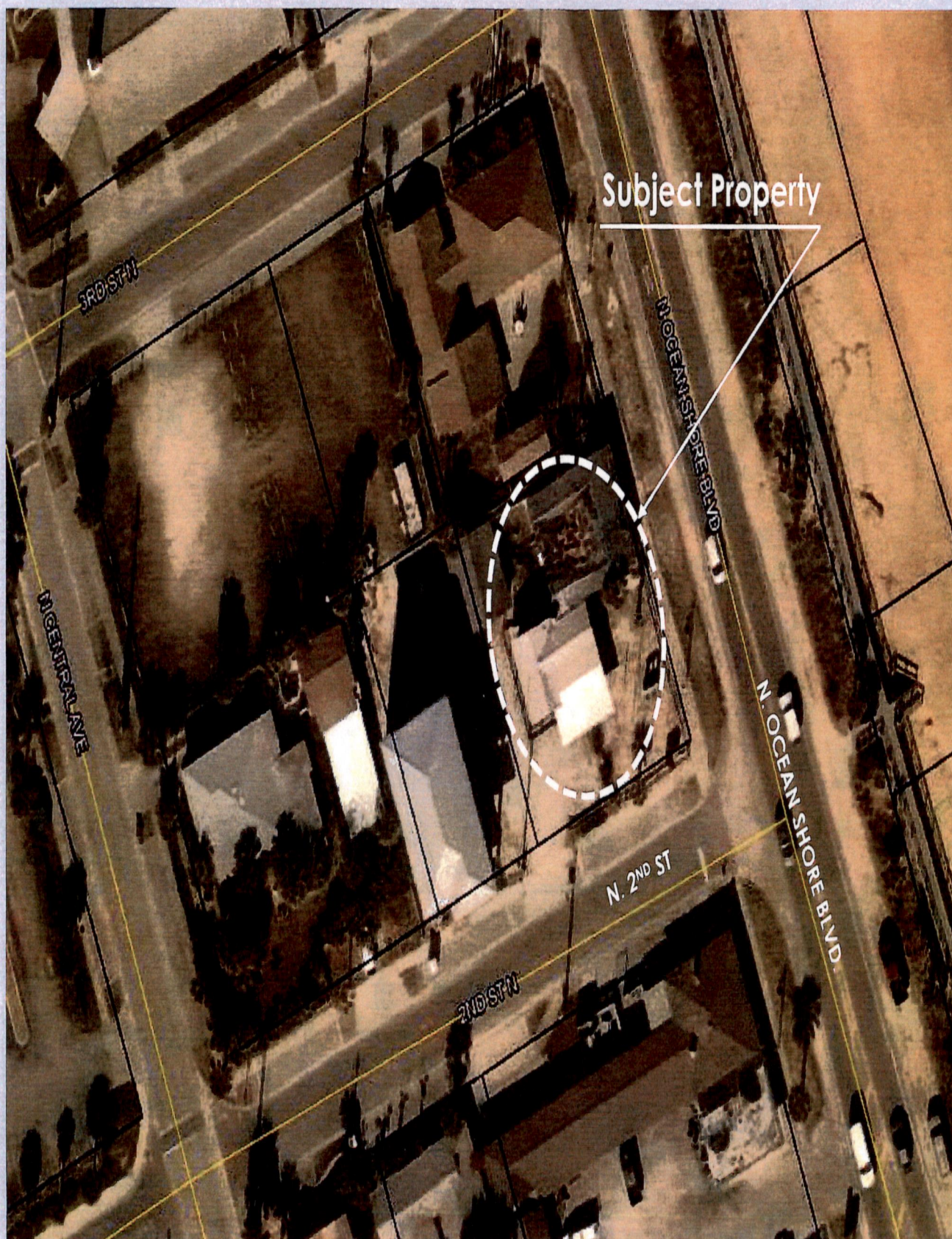
188				sprinkler system throughout.
189			<input type="checkbox"/>	5. Gated communities shall require installation of a KNOX key override switch(s) for emergency vehicle access.
190			<input type="checkbox"/>	6. Communities with secondary emergency vehicle access gate(s) shall require a KNOX padlock for access.
191		Sanitation/Plng		Dumpster location/screening



SITE DEVELOPMENT APPLICATION SUBMITTAL CHECKLIST

188					sprinkler system throughout.
189		<input type="checkbox"/>			5. Gated communities shall require installation of a KNOX key override switch(s) for emergency vehicle access.
190		<input type="checkbox"/>			6. Communities with secondary emergency vehicle access gate(s) shall require a KNOX padlock for access.
191			Sanitation/Plng		Dumpster location/screening

LOCATION



CITY OF FLAGLER BEACH FUTURE LAND USE MAP



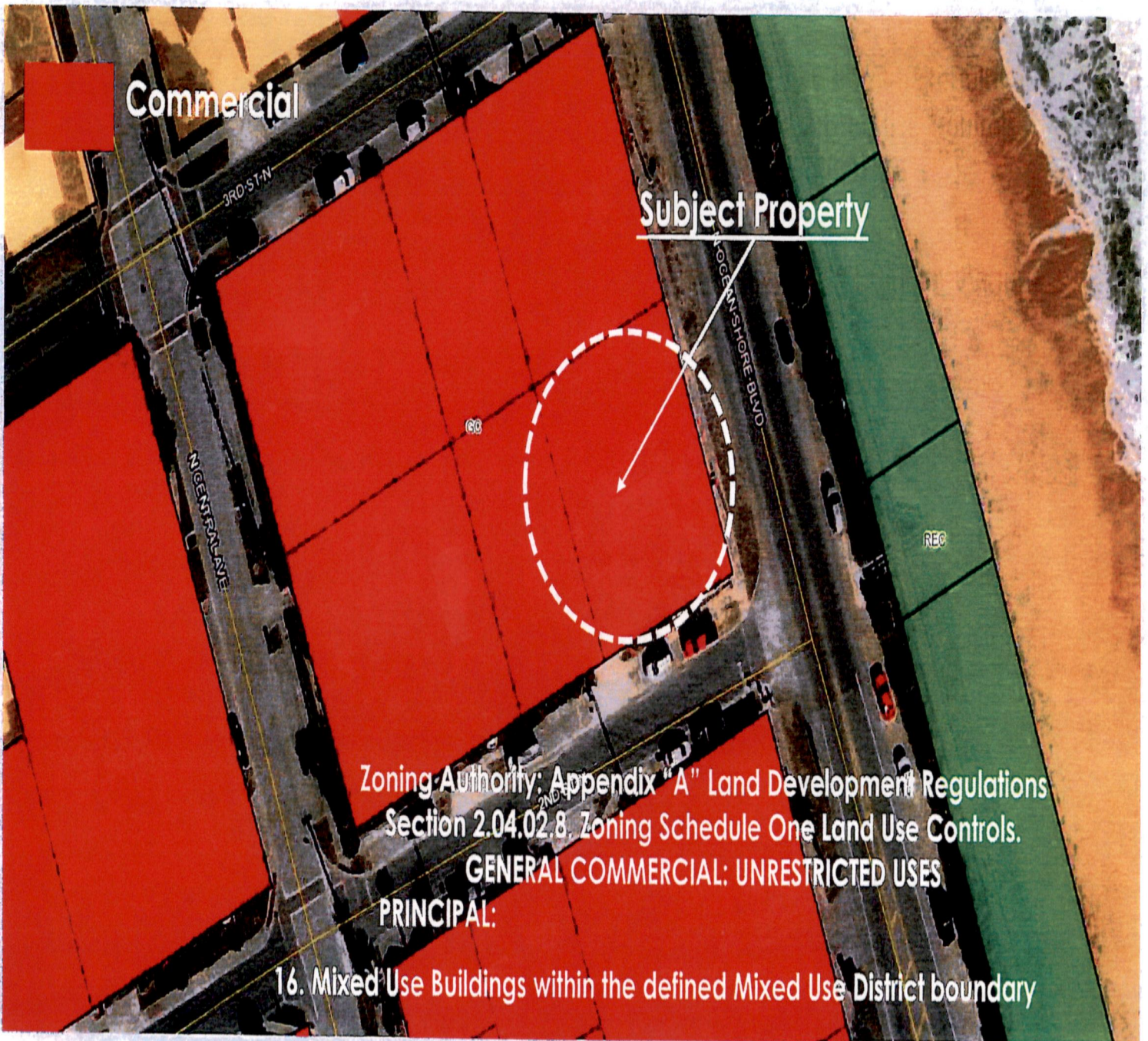
Zoning Authority: Appendix "A" Land Development Regulations
Section 2.04.02.8. Zoning Schedule One Land Use Controls.

GENERAL COMMERCIAL: UNRESTRICTED USES

PRINCIPAL:

16. Mixed Use Buildings within the defined Mixed Use District boundary

CITY OF FLAGLER BEACH FUTURE LAND USE MAP



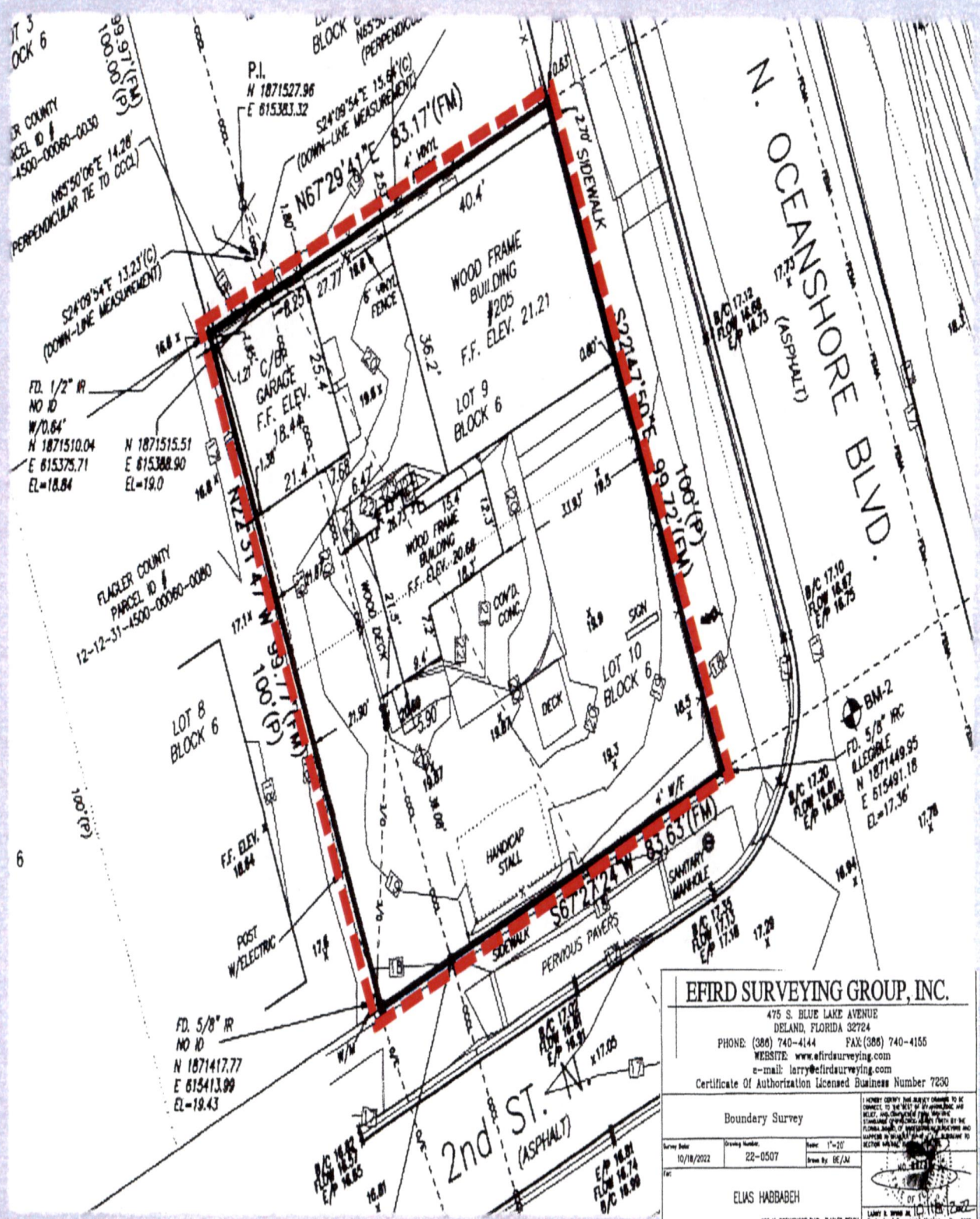
Zoning Authority: Appendix "A" Land Development Regulations
Section 2.04.02.8. Zoning Schedule One Land Use Controls.

GENERAL COMMERCIAL: UNRESTRICTED USES

PRINCIPAL:

16. Mixed Use Buildings within the defined Mixed Use District boundary

BOUNDARY SURVEY



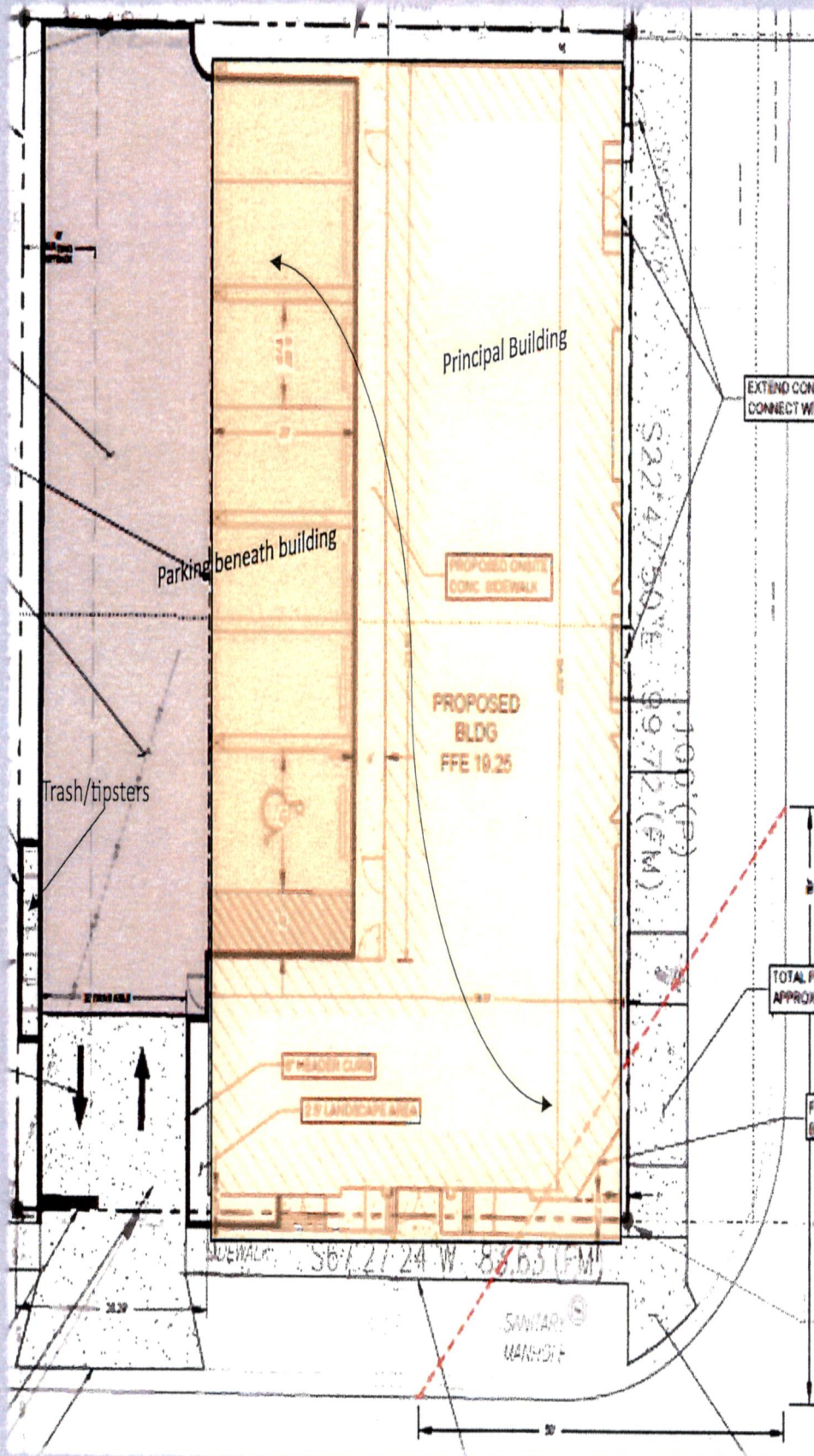
EFIRD SURVEYING GROUP, INC.

475 S. BLUE LAKE AVENUE
 DELAND, FLORIDA 32724
 PHONE: (386) 740-4144 FAX: (386) 740-4155
 WEBSITE: www.efirdsurveying.com
 e-mail: larry@efirdsurveying.com
 Certificate of Authorization Licensed Business Number 7230

Boundary Survey		<small>AGENCY CERTIFY THAT SURVEY ORIGINATOR IS A LICENSED SURVEYOR IN THE STATE OF FLORIDA AND THAT THE SURVEYOR HAS COMPLETED THE REQUIRED CONTINUING EDUCATION COURSE AND IS CURRENTLY LICENSED BY THE FLORIDA BOARD OF SURVEYING AND MAPPING. THE SURVEYOR IS NOT PROVIDING ANY GUARANTEE OR WARRANTY TO THE CLIENT REGARDING THE ACCURACY OF THE SURVEY.</small>	
Survey Date: 10/18/2022	Drawing Number: 22-0507	Scale: 1"=20'	
ELIAS HABBABEH		Drawn by: GE/AM	
<small>205 N. OCEANSHORE BLVD., FLAGLER BEACH</small>			

SITE PLAN

ATTACH T 6



CODE REVIEW DATA

APPLICABLE CODES:
 FLORIDA BUILDING CODE - BUILDING (7TH EDITION - 2010)
 FLORIDA BUILDING CODE - EXISTING BUILDING (7TH EDITION - 2010)
 FLORIDA BUILDING CODE - ACCESSIBILITY (7TH EDITION - 2010)
 FLORIDA BUILDING CODE - ENERGY CONSERVATION (7TH EDITION - 2010)
 FLORIDA BUILDING CODE - FUEL GAS (7TH EDITION - 2010)
 FLORIDA BUILDING CODE - MECHANICAL (7TH EDITION - 2010)
 FLORIDA BUILDING CODE - PLUMBING (7TH EDITION - 2010)
 FLORIDA FIRE PREVENTION CODE (7TH EDITION - 2010)
 NATIONAL ELECTRICAL CODE (2011 EDITION)

AUTHORITY HAVING JURISDICTION:
 CITY OF FLAGLER BEACH
 GROUP BUILDING OFFICIAL - RICHARD KORNHAGEN

OCCUPANCY TYPE (CHAPTER 3):
 GROUP R-1 BUSINESS / RESIDENTIAL

ALLOWABLE AREA (CHAPTER 5):
 TABLE 504.4 - GROUP R-1
 TOTAL ALLOWABLE AREA = 65,000 SF

PROJECT BUILDING AREA AND HEIGHT:
 GROUND FLOOR - 16,73 SF
 SECOND FLOOR - 19,10 SF
 THIRD FLOOR - 29,17 SF
 TOTAL BUILDING - 65,00 SF

CONSTRUCTION TYPE (CHAPTER 6):
 TYPE II - SPRINKLERED (10)
 STRUCTURAL FRAME - 0 HR
 BEARING WALLS - EXTERIOR - 0 HR
 BEARING WALLS - INTERIOR - 0 HR
 FLOOR CONSTRUCTION - 0 HR
 ROOF CONSTRUCTION - 0 HR

FIRE SUPPRESSION SYSTEM (CHAPTER 7):
 ALL NEW CONSTRUCTION WILL BE COVERED BY AN AUTOMATIC FIRE SPRINKLER SYSTEM

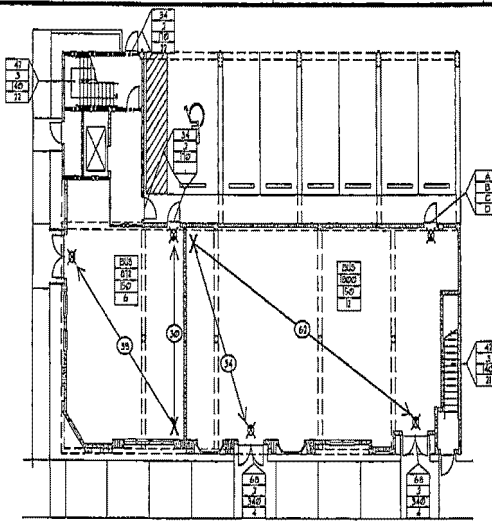
INTERIOR FINISH REQUIREMENTS (CHAPTER 8):
 VERTICAL EXITS AND EXIT PASSAGeways CLASS 10'
 EXIT ACCESS CORRIDORS AND OTHER EXITS CLASS 10'
 ROOMS AND ENCLOSED SPACES CLASS 10'

OCCUPANT CAPACITY (TABLE 1004.5):
 BUSINESS AREA - OCC / 100 GPF
 RESIDENTIAL - OCC / 200 GPF
 TOTAL FA OCCUPANT

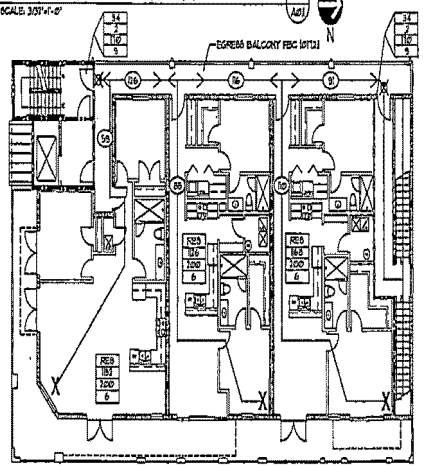
EGRESS CALCULATION (FBC 1002):
 REQUIRED: PROPOSED
 $2x / pm + 12' / FT$
 MAXIMUM ALLOWABLE TRAVEL DISTANCE (TABLE 1012.1)
 300 FT

**LIFE SAFETY PLAN LEGEND
 PARTITION SYMBOLS**

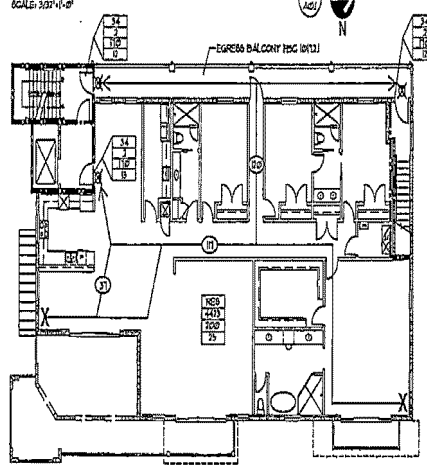
SYMBOL	DESCRIPTION	REMARKS
[Symbol]	1 HOUR FIRE RATING	
[Symbol]	2 HOUR FIRE RATING	
[Symbol]	FIRE DOOR / RATING (HOURS)	
[Symbol]	LIFE SAFETY SYMBOLS	
[Symbol]	FIRE EXTINGUISHER	
[Symbol]	EGRESS CAPACITY FACTOR	
[Symbol]	A) DOOR SIZE OR STAIR WIDTH	
[Symbol]	B) EGRESS CAPACITY FACTOR	
[Symbol]	C) MAX ALLOWABLE LOAD	
[Symbol]	D) ACTUAL OCCUPANT LOAD	
[Symbol]	OCCUPANT LOAD	
[Symbol]	A) OCCUPANCY PER TABLE 1004.5	
[Symbol]	B) ACTUAL FLOOR AREA	
[Symbol]	C) OCCUPANT LOAD FACTOR PER TABLE 1004.5	
[Symbol]	D) ACTUAL LOAD	
[Symbol]	TRAVEL DISTANCE	
[Symbol]	DISTANCE FROM MOST REMOTE POINT IN OCCUPANT AREA	FBC 1012.1
[Symbol]	DIRECTION OF TRAVEL / PATH OF TRAVEL FROM REMOTE POINT	
[Symbol]	START / PATH OF TRAVEL DISTANCE	
[Symbol]	EMERGENCY EXIT LIGHTS	



FIRST FLOOR LIFE SAFETY PLAN
 SCALE: 3/32\"/>



SECOND FLOOR LIFE SAFETY PLAN
 SCALE: 3/32\"/>



THIRD FLOOR LIFE SAFETY PLAN
 SCALE: 3/32\"/>

dj DESIGN, INC.
 818 NORTH NOVA RD.
 HOLLY HILLS, FL 32117
 PHONE: (386) 266-5887
 FAX: (386) 266-5888

ARCHITECT:
 CONSULTANTS:

REV #	ISSUES / REVISIONS	DATE

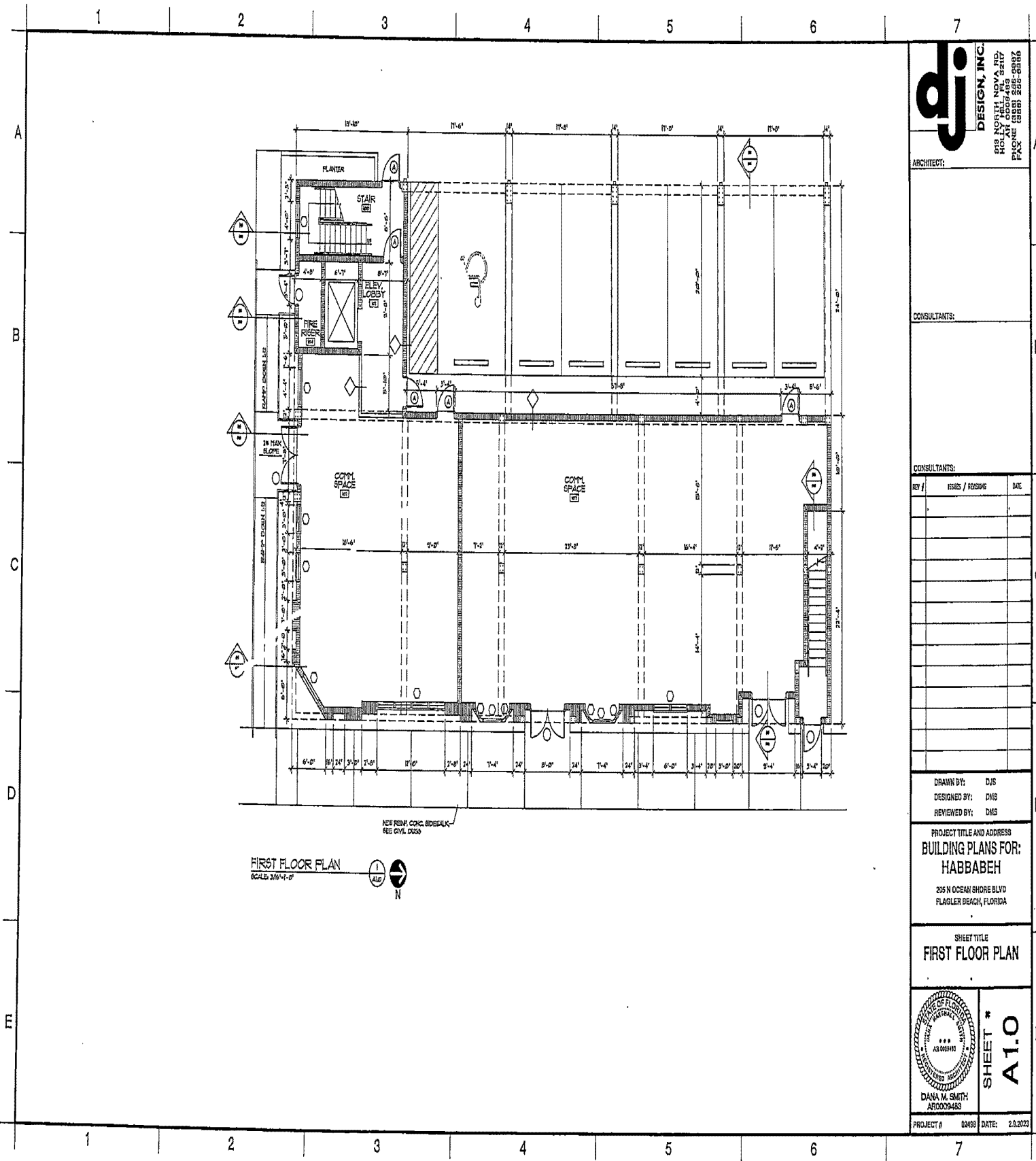
DRAWN BY: DMS
 DESIGNED BY: DMS
 REVIEWED BY: DMS

PROJECT TITLE AND ADDRESS
**BUILDING PLANS FOR:
 HABBABEH**
 235 N OCEAN SHORE BLVD
 FLAGLER BEACH, FLORIDA

SHEET TITLE
LIFE SAFETY PLAN

STATE OF FLORIDA
 PROFESSIONAL SEAL
 ARCHITECT
 DANA H. SMITH
 A00005483

SHEET #
A0.1
 PROJECT # 02458 DATE: 2.9.2022



dj DESIGN, INC.
 818 NORTH NOVA RD. SUITE 2017
 HOLY CLOUD, FL 32117
 PHONE (386) 285-0882
 FAX (386) 285-0882

ARCHITECT:

CONSULTANTS:

CONSULTANTS:

REV #	ISSUE / REVISION	DATE

DRAWN BY: DJS
 DESIGNED BY: DMS
 REVIEWED BY: DMS

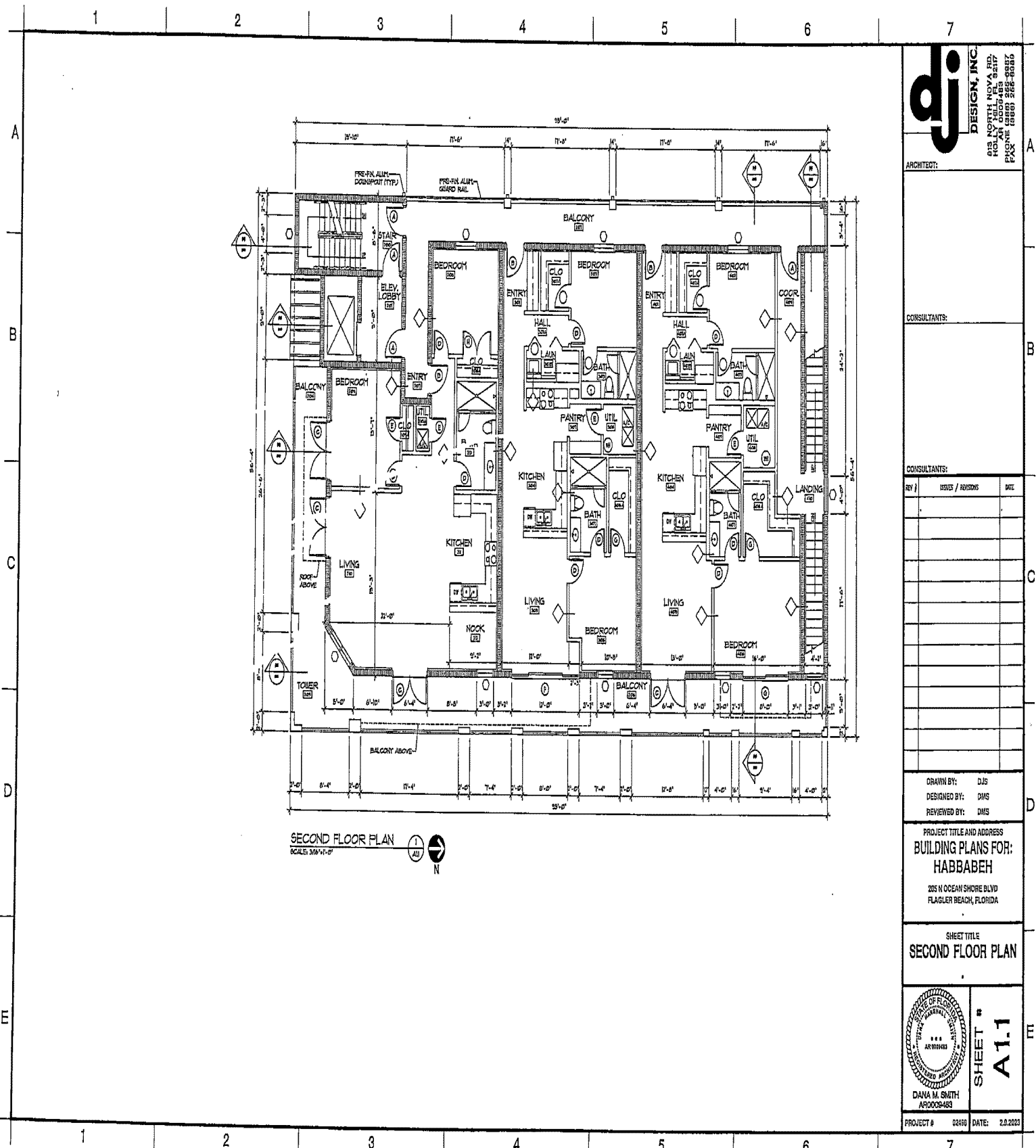
PROJECT TITLE AND ADDRESS
BUILDING PLANS FOR:
HABBABEH
 295 N OCEAN SHORE BLVD
 FLAGLER BEACH, FLORIDA

SHEET TITLE
FIRST FLOOR PLAN

PROFESSIONAL SEAL OF FLORIDA ARCHITECTS
 DANA M. SMITH
 A00009483

SHEET #
A1.0

PROJECT # 02693 DATE: 2.9.2022



dj DESIGN, INC.
 100 W. HILL AVE., SUITE 200
 FORT MYERS, FLORIDA 33901
 PHONE: (888) 266-8887
 FAX: (888) 266-8886

ARCHITECT:

CONSULTANTS:

CONSULTANTS:

REV /	ISSUES / REVISIONS	DATE

DRAWN BY: DJS
 DESIGNED BY: DMS
 REVIEWED BY: DMS

PROJECT TITLE AND ADDRESS
BUILDING PLANS FOR:
HABBABEH
 205 N OCEAN SHORE BLVD
 FLAGLER BEACH, FLORIDA

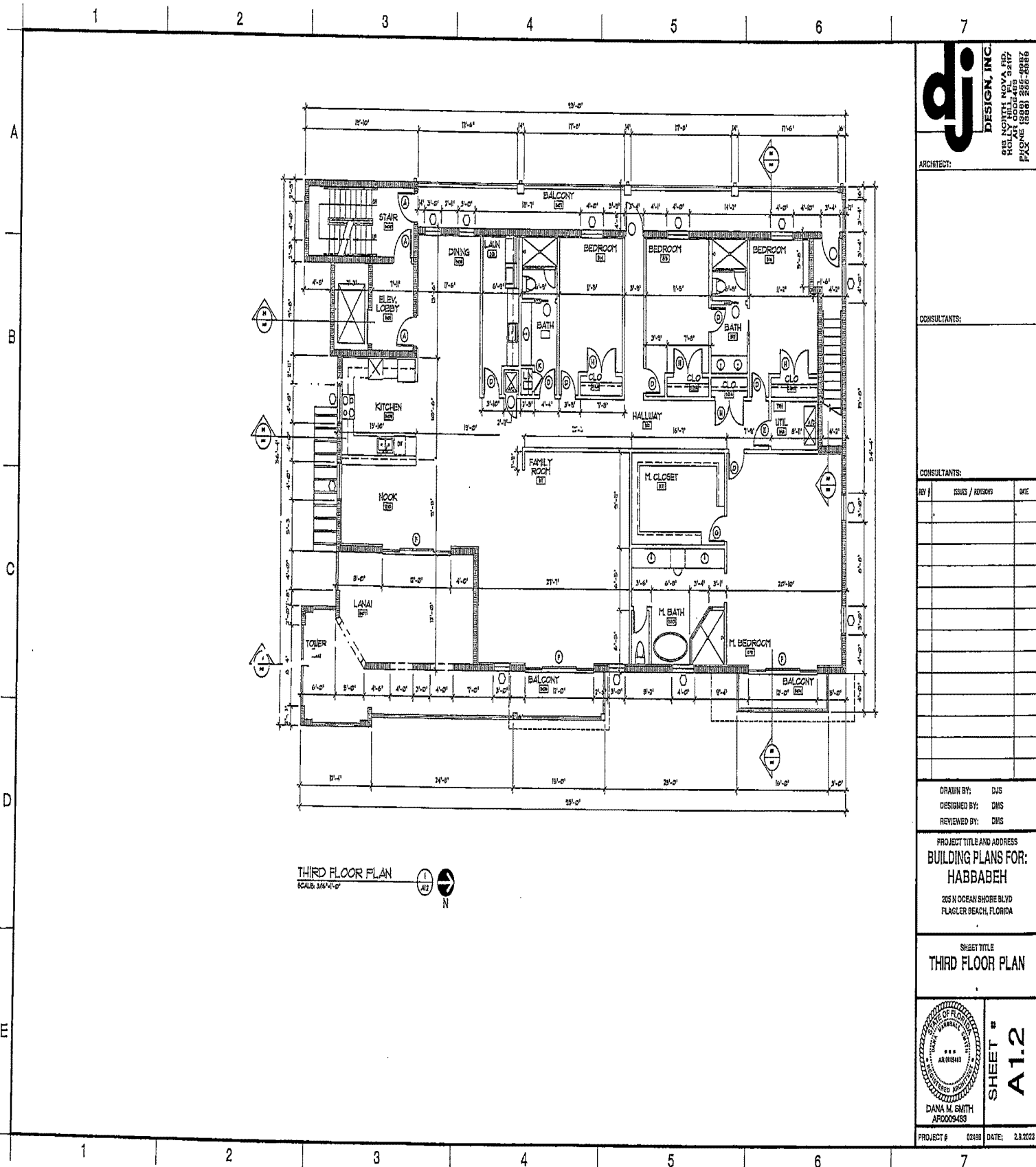
SHEET TITLE
SECOND FLOOR PLAN



DANA M. SMITH
 AR0008483

PROJECT # 02450 DATE: 2.8.2023

SHEET #
A1.1



THIRD FLOOR PLAN
 SCALE: 3/16"=1'-0"
 (A1.2)
 N

dj DESIGN, INC
 918 NORTH MOVA RD.
 HOLLY HILLS, FL 32617
 PHONE: (888) 286-6886
 FAX: (888) 286-6886

ARCHITECT:

CONSULTANTS:

CONSULTANTS:

REV #	ISSUES / REVISIONS	DATE

DRAWN BY: DJS
 DESIGNED BY: DMS
 REVIEWED BY: DMS

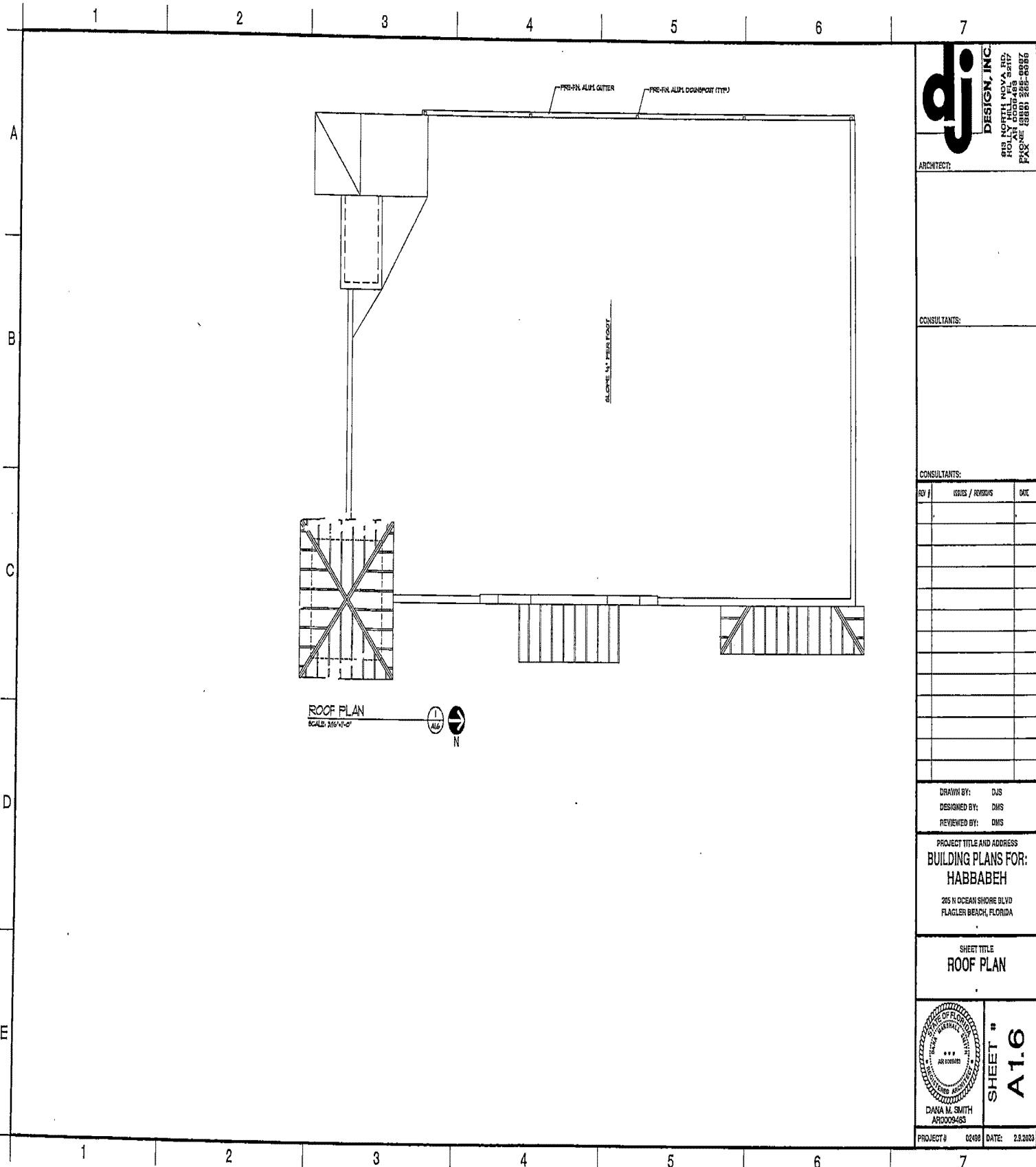
PROJECT TITLE AND ADDRESS
 BUILDING PLANS FOR:
 HABBABEH
 265 N OCEAN SHORE BLVD
 FLAGLER BEACH, FLORIDA

SHEET TITLE
 THIRD FLOOR PLAN



PROJECT # 02488 DATE: 2.8.2022

SHEET #
A1.2



dj DESIGN, INC.
 918 NORTH NOVA RD.
 HOLLY HILLS, FL 32117
 PHONE: (386) 285-5887
 FAX: (386) 285-6886

ARCHITECT:
 CONSULTANTS:

CONSULTANTS:

REV.	ISSUES / REVISIONS	DATE

DRAWN BY: DJS
 DESIGNED BY: DMS
 REVIEWED BY: DMS

PROJECT TITLE AND ADDRESS
**BUILDING PLANS FOR:
 HABBABEH**
 265 N OCEAN SHORE BLVD
 FLAGLER BEACH, FLORIDA

SHEET TITLE
ROOF PLAN

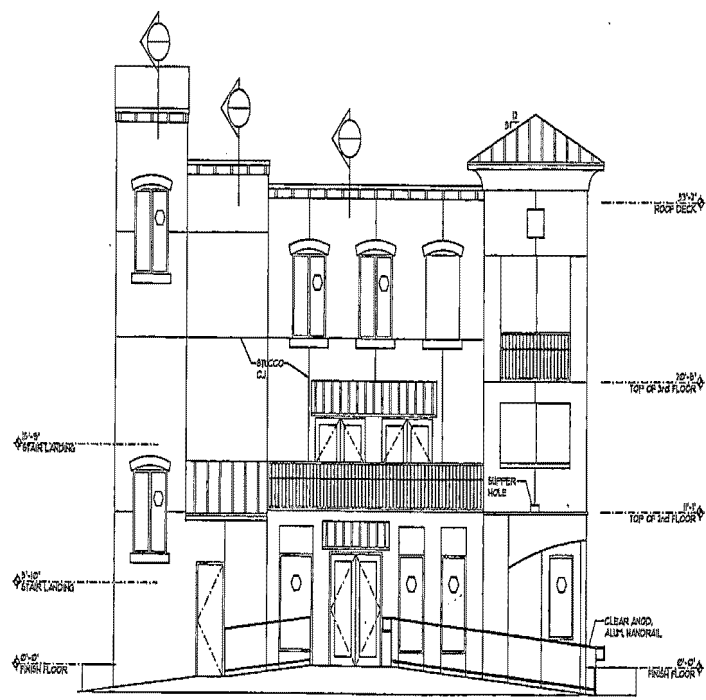
STATE OF FLORIDA
 ARCHITECT
 DANA M. SMITH
 AR0009483

**SHEET #
 A1.6**

PROJECT # 02488 DATE: 2.5.2023



EAST ELEVATION
SCALE: 3/16" = 1'-0"



SOUTH ELEVATION
SCALE: 3/16" = 1'-0"

dj DESIGN, INC.
 818 NORTH NOVA RD
 HOLLY HILLS, FL 32107
 PHONE (386) 265-6887
 FAX (386) 265-6886

ARCHITECT:

CONSULTANTS:

CONSULTANTS:

REV	ISSUES / REVISIONS	DATE

DRAWN BY: DJS
 DESIGNED BY: DMS
 REVIEWED BY: DMS

PROJECT TITLE AND ADDRESS
**BUILDING PLANS FOR:
 HABBABEH**
 205 N OCEAN SHORE BLVD
 FLAGLER BEACH, FLORIDA

SHEET TITLE
ELEVATIONS

SHEET #
A2.0

DANA M. SMITH
AR0209483

PROJECT # 02499 DATE: 2.9.2022



NORTH ELEVATION
SCALE 3/8"=1'-0"

WEST ELEVATION
SCALE 3/8"=1'-0"

dj DESIGN, INC
 638 NORTH HOLLY RD.
 HOLLY HILLS, FL 32117
 PHONE: (386) 255-8887
 FAX: (386) 255-8886

ARCHITECT:
 CONSULTANTS:

REV #	ISSUES / REVISIONS	DATE

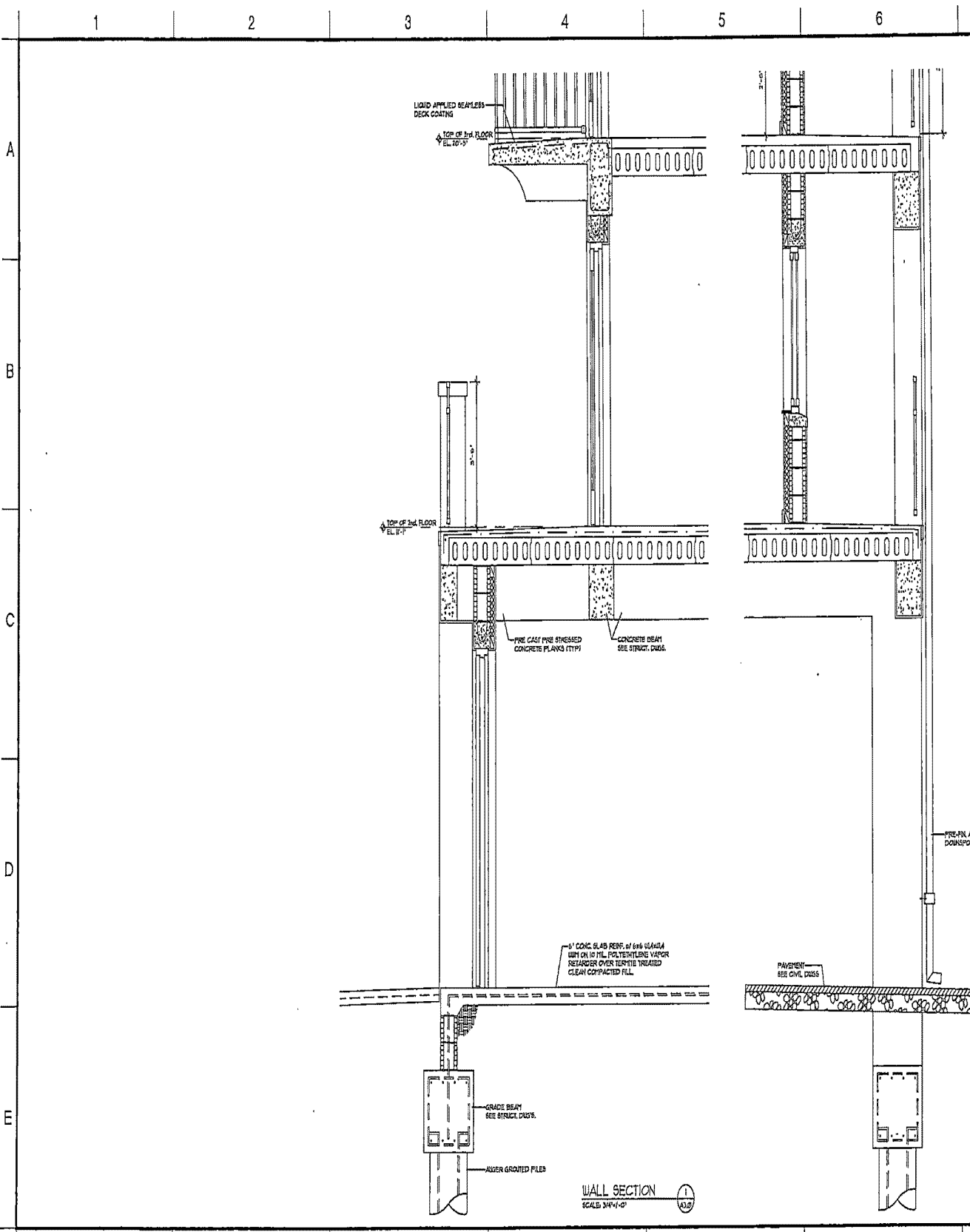
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 DESIGNED BY: DMS
 REVIEWED BY: DMS

PROJECT TITLE AND ADDRESS
**BUILDING PLANS FOR:
 HABBABEH**
 235 N OCEAN SHORE BLVD
 FLAGLER BEACH, FLORIDA

SHEET TITLE
ELEVATIONS

FLORIDA BOARD OF ARCHITECTURE
 ARCHITECT
 DANA M. SMITH
 AR0009483
 SHEET #
A2.1

PROJECT # 02459 DATE: 2.5.2023



dj
DESIGN, INC.
 881 NORTH NOVA RD.
 HOLLY HILLS, FL 32117
 PHONE (386) 288-8887
 FAX (386) 288-8888

ARCHITECT:

CONSULTANTS:

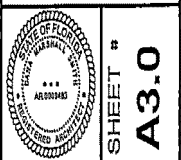
CONSULTANTS:

REV #	ISSUES / REVISIONS	DATE

DRAWN BY: DJS
 DESIGNED BY: DHS
 REVIEWED BY: DHS

PROJECT TITLE AND ADDRESS
**BUILDING PLANS FOR:
 HABBABEH**
 235 N OCEAN SHORE BLVD
 FLAGLER BEACH, FLORIDA

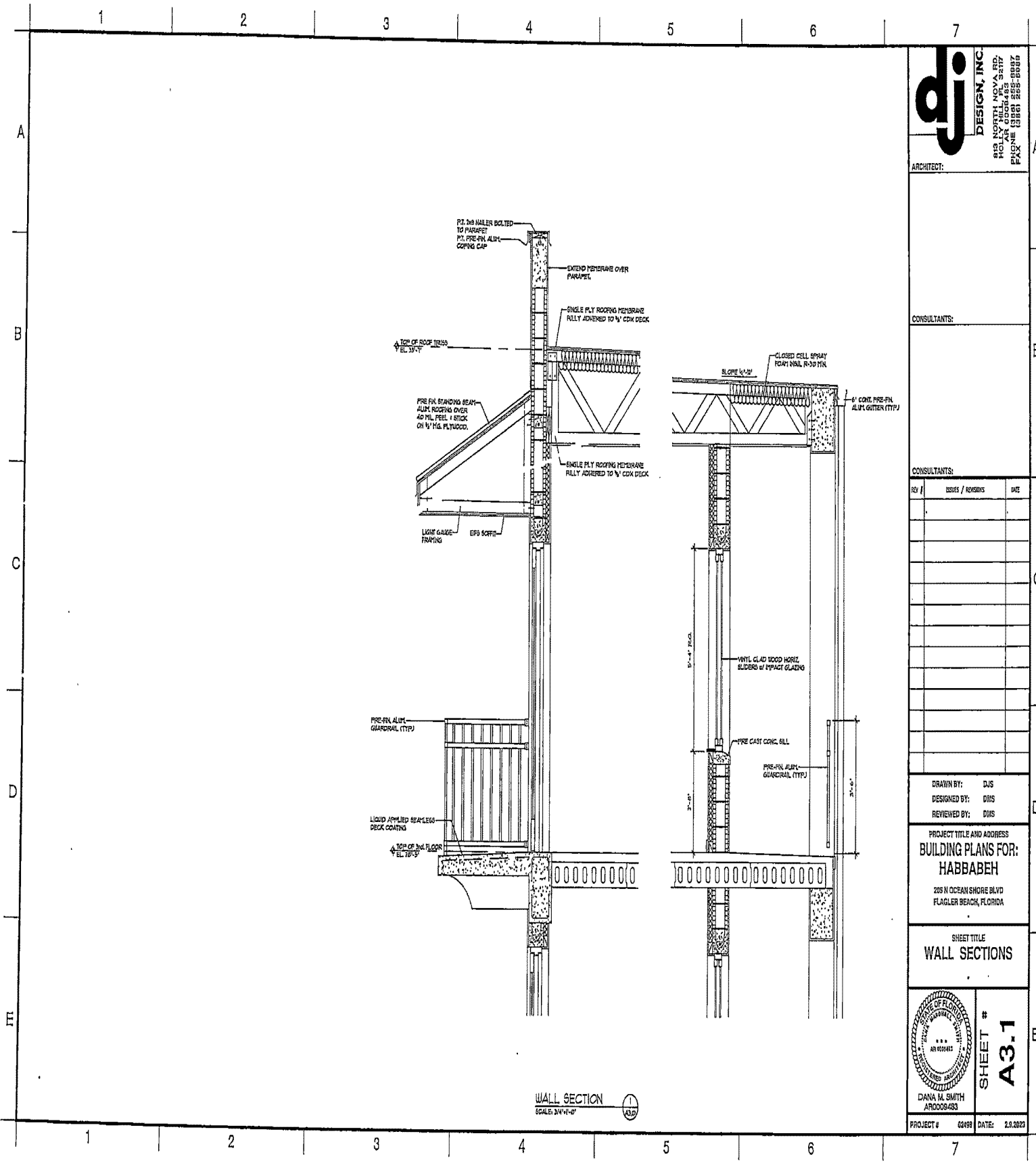
SHEET TITLE
WALL SECTIONS



DANA M. SMITH
 AR0003483

PROJECT # 02490 DATE: 2.9.2023

WALL SECTION (1)
 SCALE: 3/4"=1'-0"



dj DESIGN, INC.
 ARCHITECTS
 1101 N. HILL BLVD. SUITE 200
 FLAGLER BEACH, FLORIDA 32114
 PHONE (386) 265-8887
 FAX (386) 265-8888

ARCHITECT:

CONSULTANTS:


CONSULTANTS:

NO.	ISSUES / REVISIONS	DATE

DRAWN BY: DJS
 DESIGNED BY: DMS
 REVIEWED BY: DMS

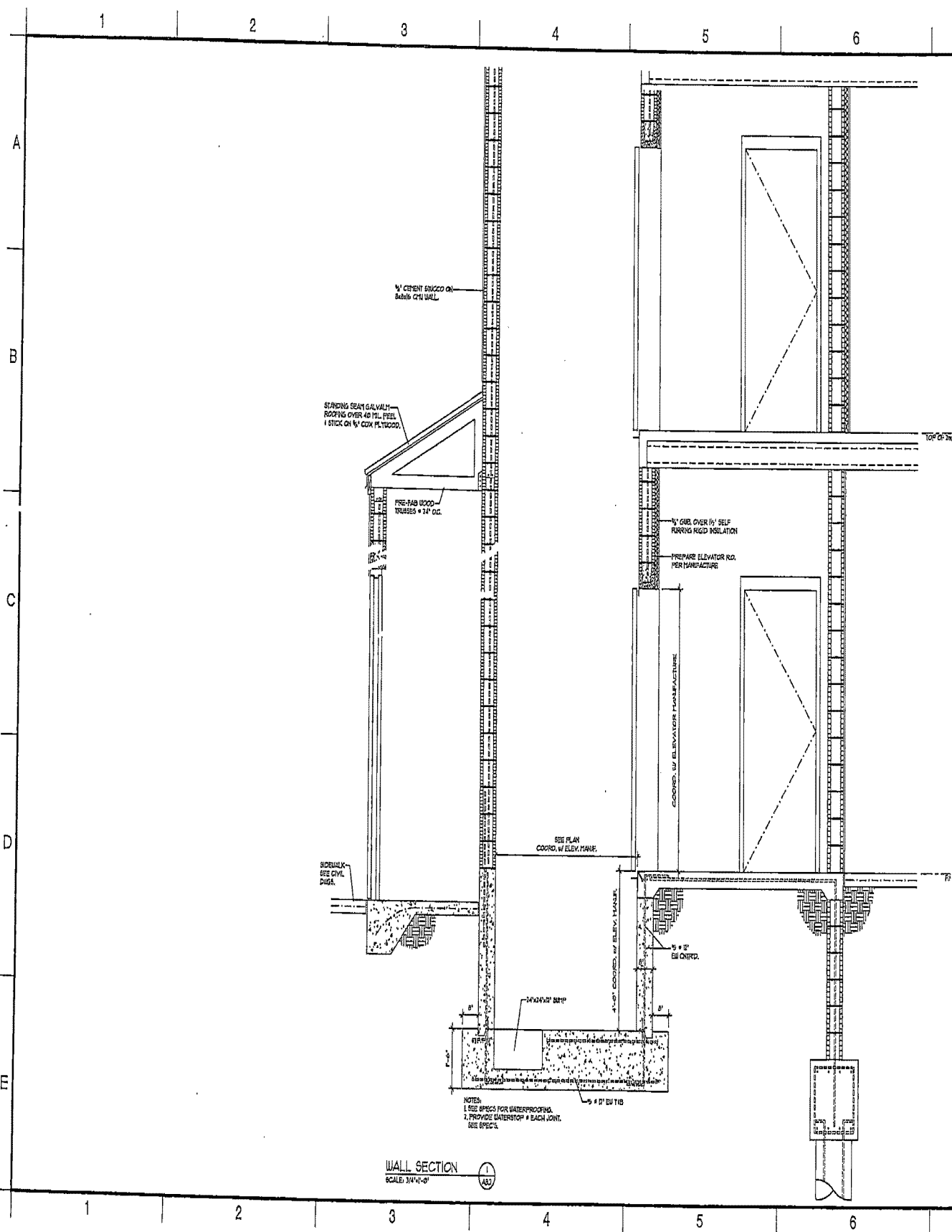
PROJECT TITLE AND ADDRESS
**BUILDING PLANS FOR:
 HABBABEH**
 209 N OCEAN SHORE BLVD
 FLAGLER BEACH, FLORIDA

SHEET TITLE
WALL SECTIONS


**SHEET #
 A3.1**
 DANA M. SMITH
 AR0008483

PROJECT # 02499 DATE: 2.8.2003

WALL SECTION 1
 SCALE: 3/4"=1'-0"



dj DESIGN, INC.
 835 MARSH LANE, SUITE 100
 HOLLY HILL, FL 32187
 PHONE (386) 889-9987
 FAX (386) 255-0888

ARCHITECT:

CONSULTANTS:

CONSULTANTS:

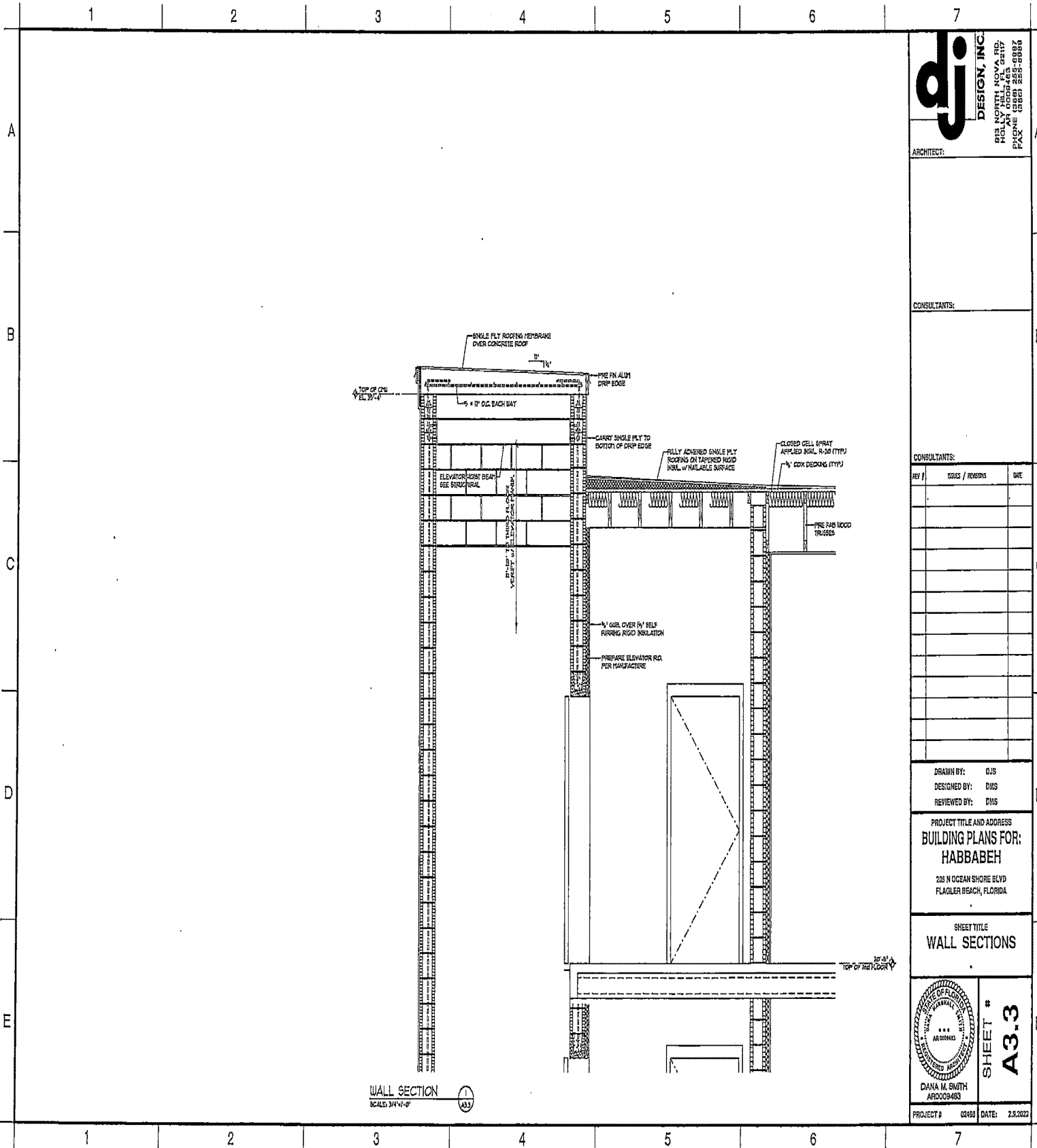
REV	ISSUES / REVISIONS	DATE

DRAWN BY: DJS
 DESIGNED BY: DMS
 REVIEWED BY: DMS

PROJECT TITLE AND ADDRESS
**BUILDING PLANS FOR:
 HABBABEH**
 205 N OCEAN SHORE BLVD
 FLAGLER BEACH, FLORIDA

SHEET TITLE
WALL SECTIONS

	SHEET # A3.2



dj DESIGN, INC.
 ARCHITECTS
 1015 N. PALM AVENUE
 SUITE 100
 FLAGLER BEACH, FLORIDA 32208
 PHONE: (386) 288-0887
 FAX: (386) 288-0886

ARCHITECT:

CONSULTANTS:

CONSULTANTS:

REV #	ISSUES / REVISIONS	DATE

DRAWN BY: DJS
 DESIGNED BY: DMS
 REVIEWED BY: DMS

PROJECT TITLE AND ADDRESS
**BUILDING PLANS FOR:
 HABBABEH**
 235 N OCEAN SHORE BLVD
 FLAGLER BEACH, FLORIDA

SHEET TITLE
WALL SECTIONS

REGISTERED PROFESSIONAL ARCHITECT
 STATE OF FLORIDA
 NO. 13780
 DANA M. SMITH
 ARCHITECT

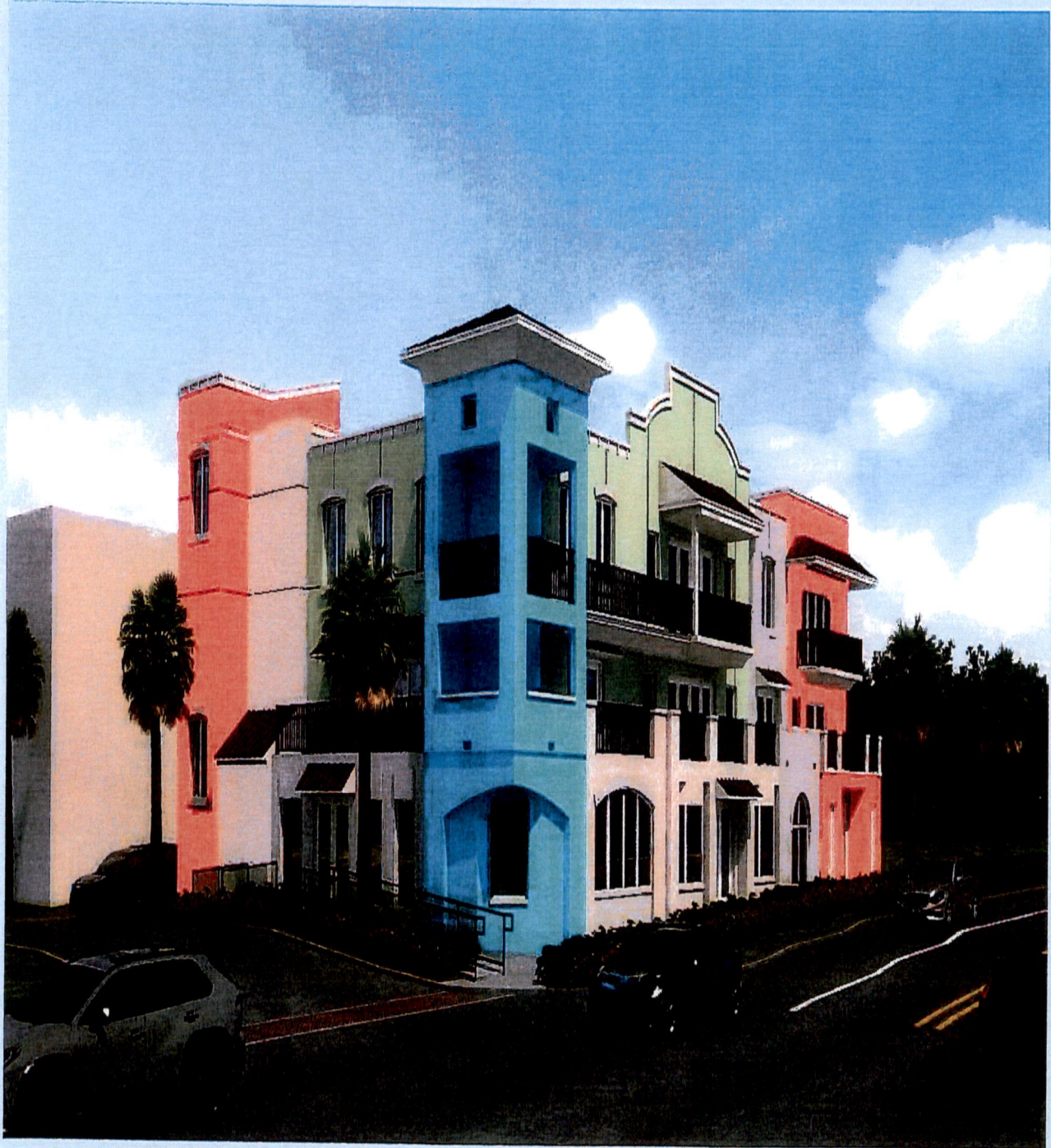
**SHEET #
A3.3**

DANA M. SMITH
ARCHITECT

WALL SECTION
 SCALE: 3/4" = 1'-0"
1

RENDERING

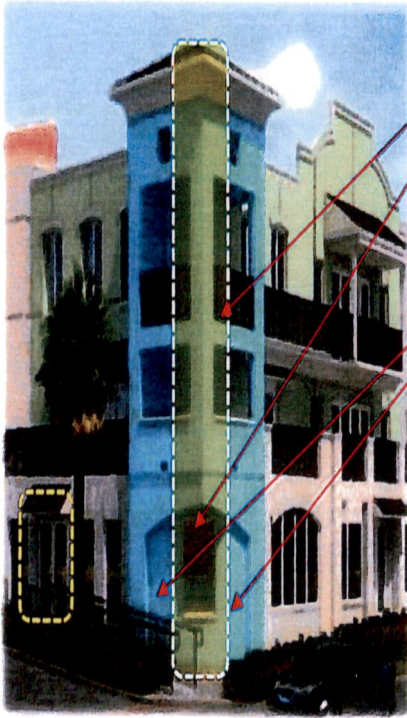
ATTACHMENT 8



200 N. OCEANSTREET BLVD.

CORNER LOT BUILDING ELEVATION NON-COMPLIANCE/COMPLIANCE ILLUSTRATION

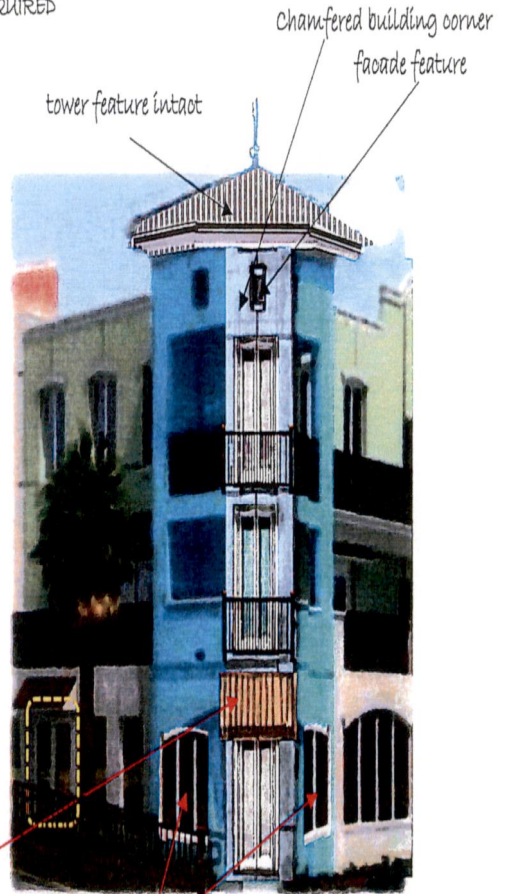
ATTACHMENT 9



CHAMFERED BUILDING CORNER REQUIRED

INGRESS/EGRESS REQUIRED

BLANK WALL(S)



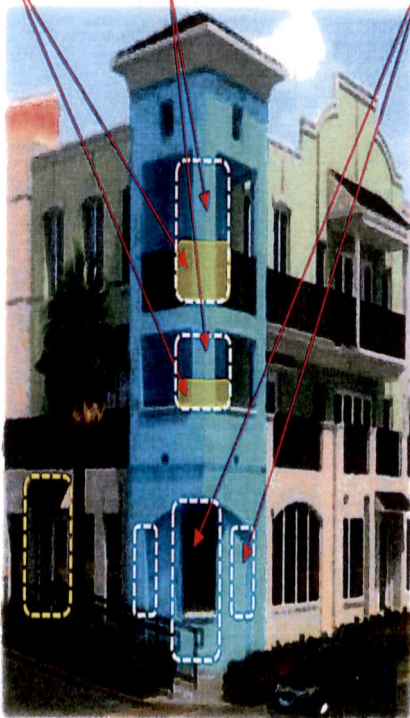
Chamfered building corner
facade feature

tower feature intact

Awning

Enhanced ground floor fenestration

View:
unobstructed/panoramic
open balcony
Prominent entry/visual interest



CORNER LOTS: BLDG CORNER CHARACTERISTICS

THE DOWNTOWN ARCHITECTURAL DESIGN PRINCIPLES FOR CORNER LOTS IN THE DOWNTOWN MIXED-USE DISTRICT/CRA ARE ALIGNED TO CAPTURE THE SAME VALUES AND CHARACTERISTICS.

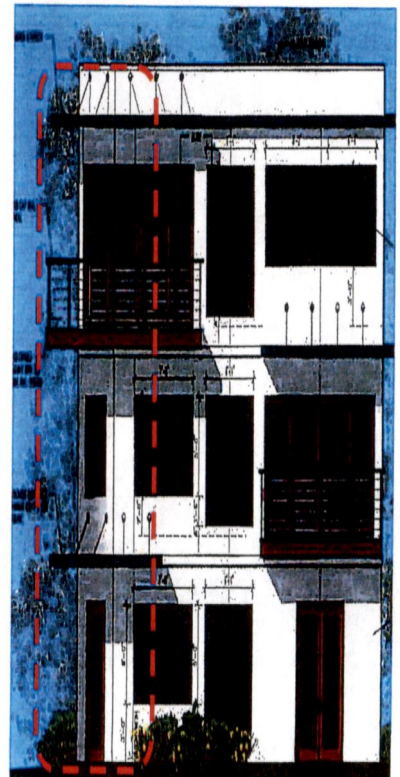
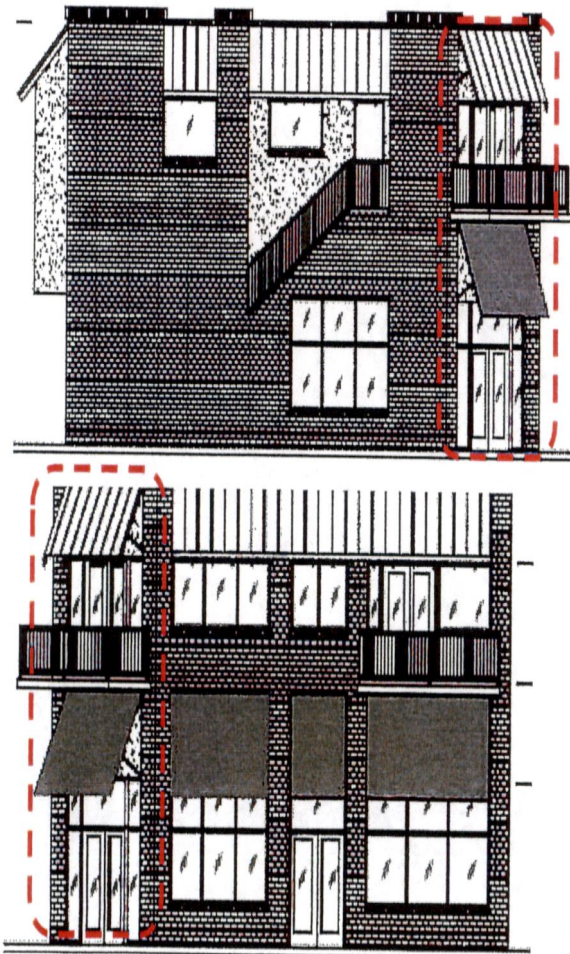


MIXED USE BLDG: CORNER LOT
NON - COMPLIANT

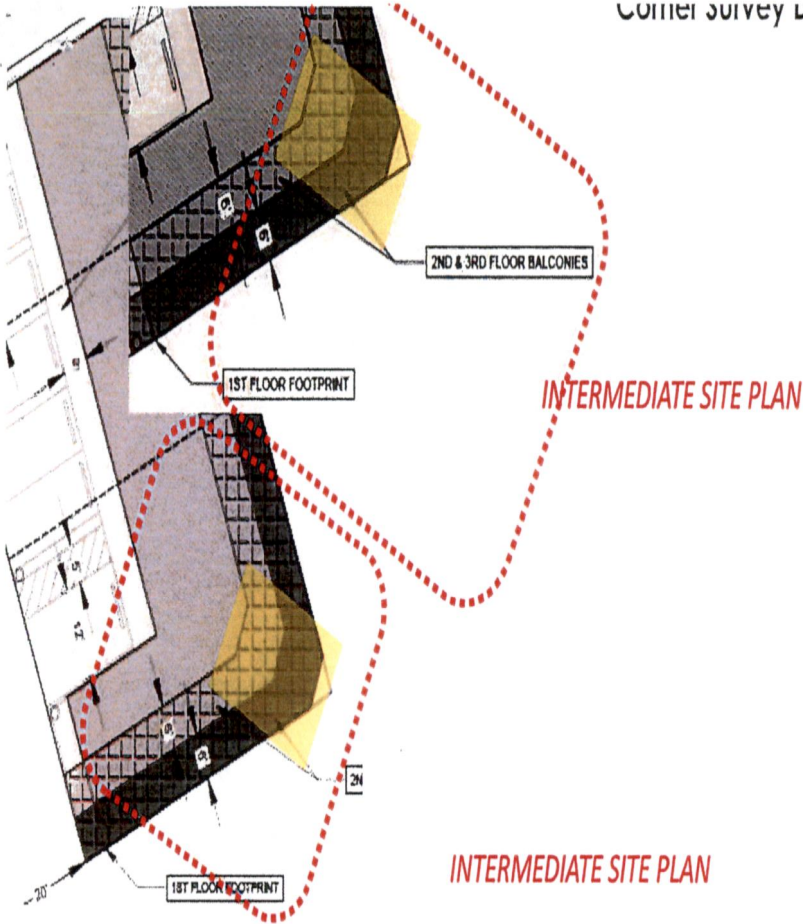
ATTACHMENT 9



PROPOSED MIXED USE BLDG: CORNER LOT
COMPLIANT

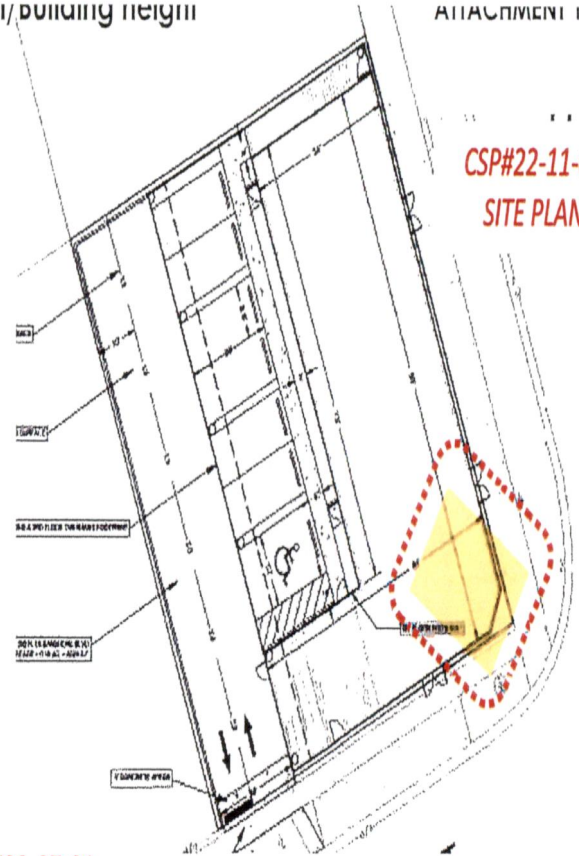


CSP#22-11-01
SITE PLAN

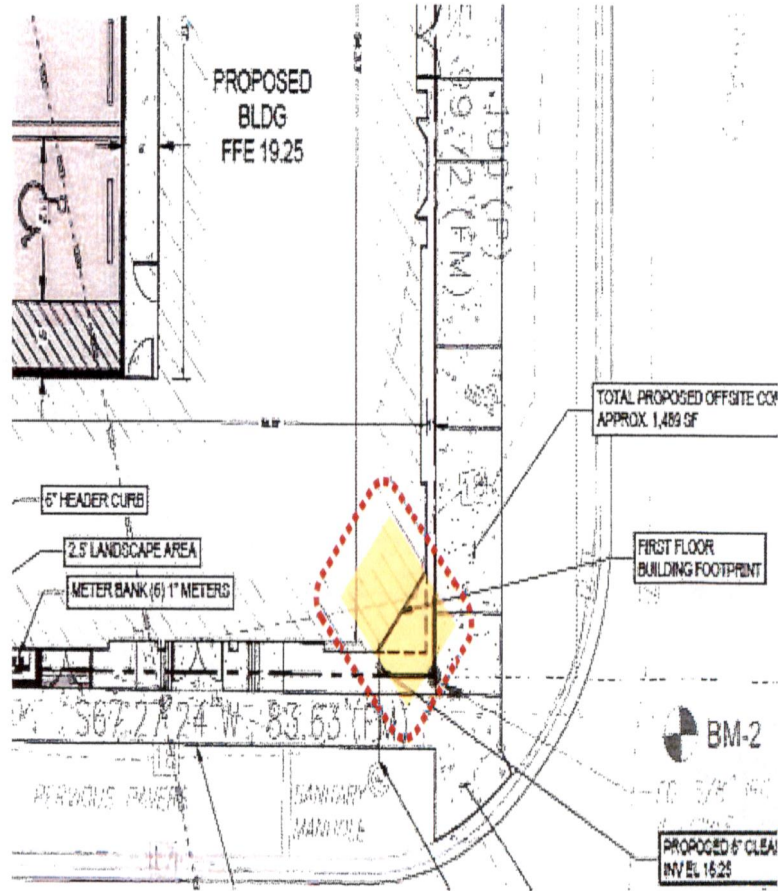
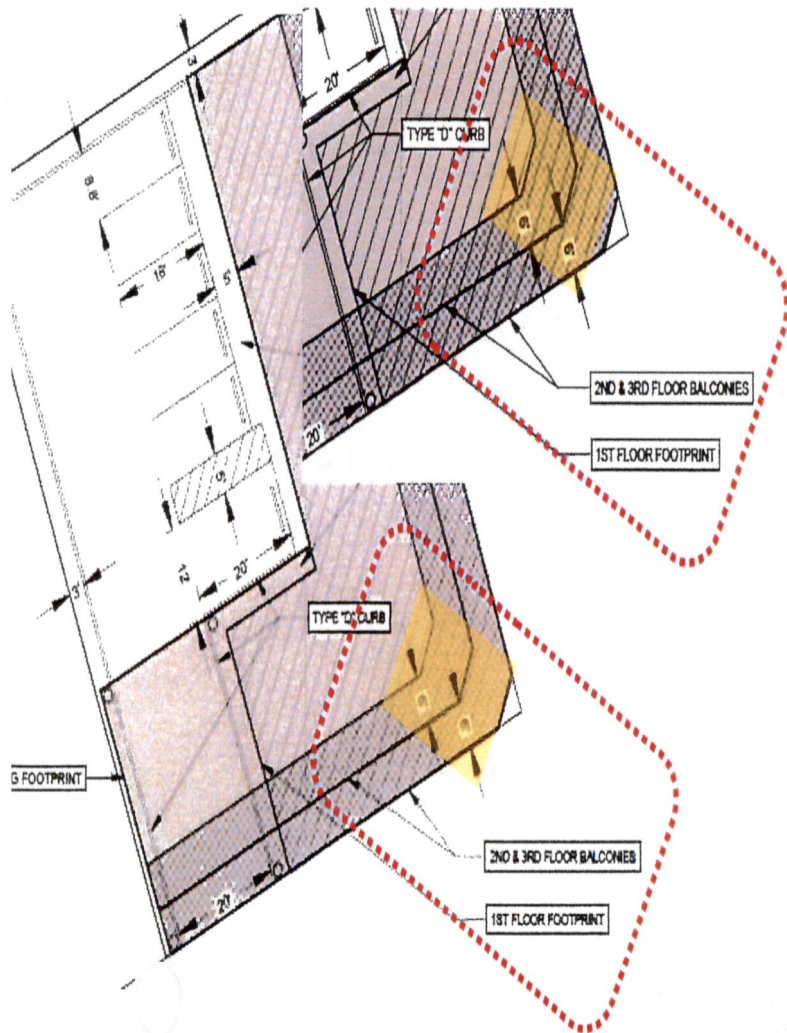


INTERMEDIATE SITE PLAN

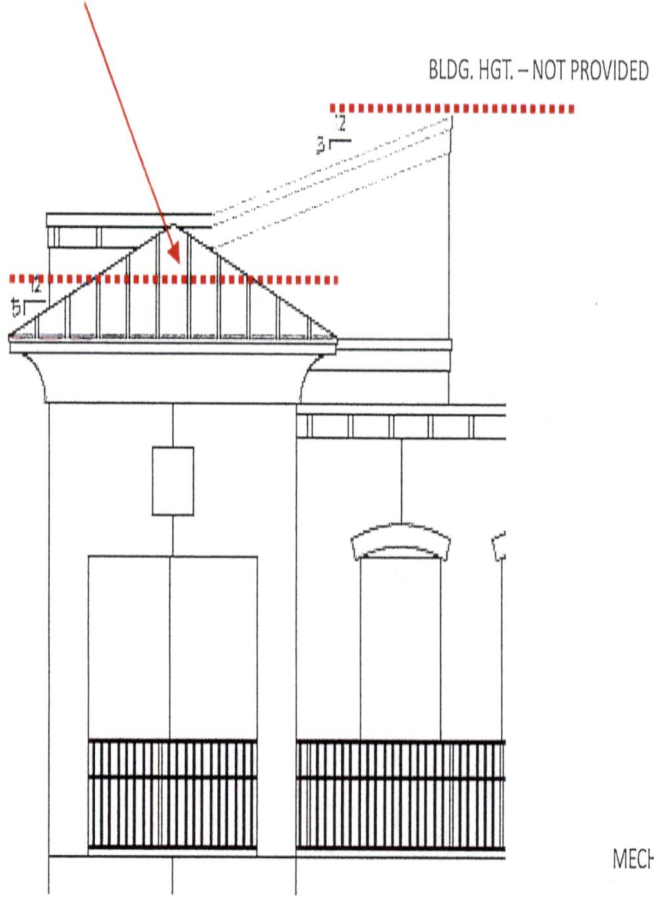
INTERMEDIATE SITE PLAN



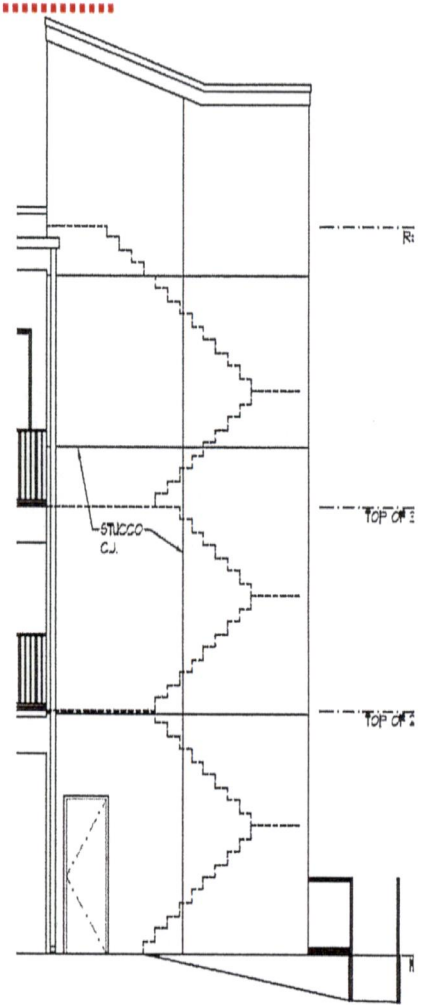
SP#23-07-01
SITE PLAN



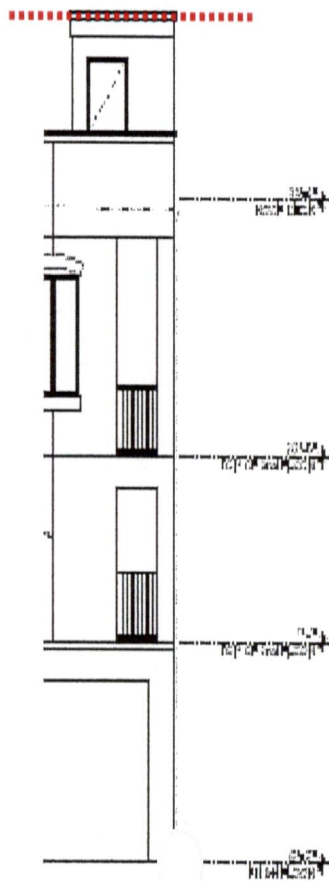
BLDG. HGT. - INDICATE MEAN HEIGHT RIDGE/EAVE PER LDR'S

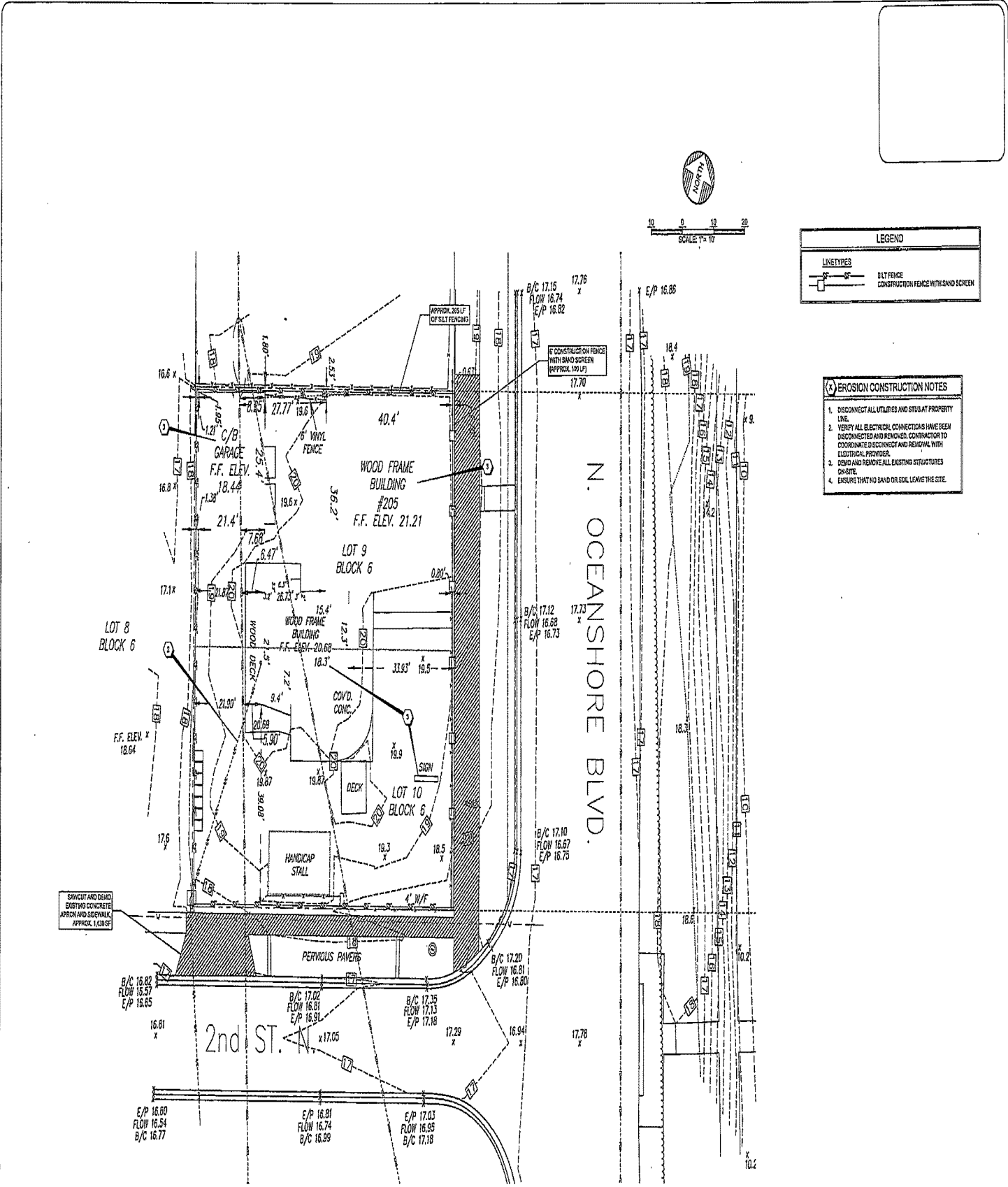


BLDG. HGT. - NOT PROVIDED



MECH. RM./BLDG. HGT.



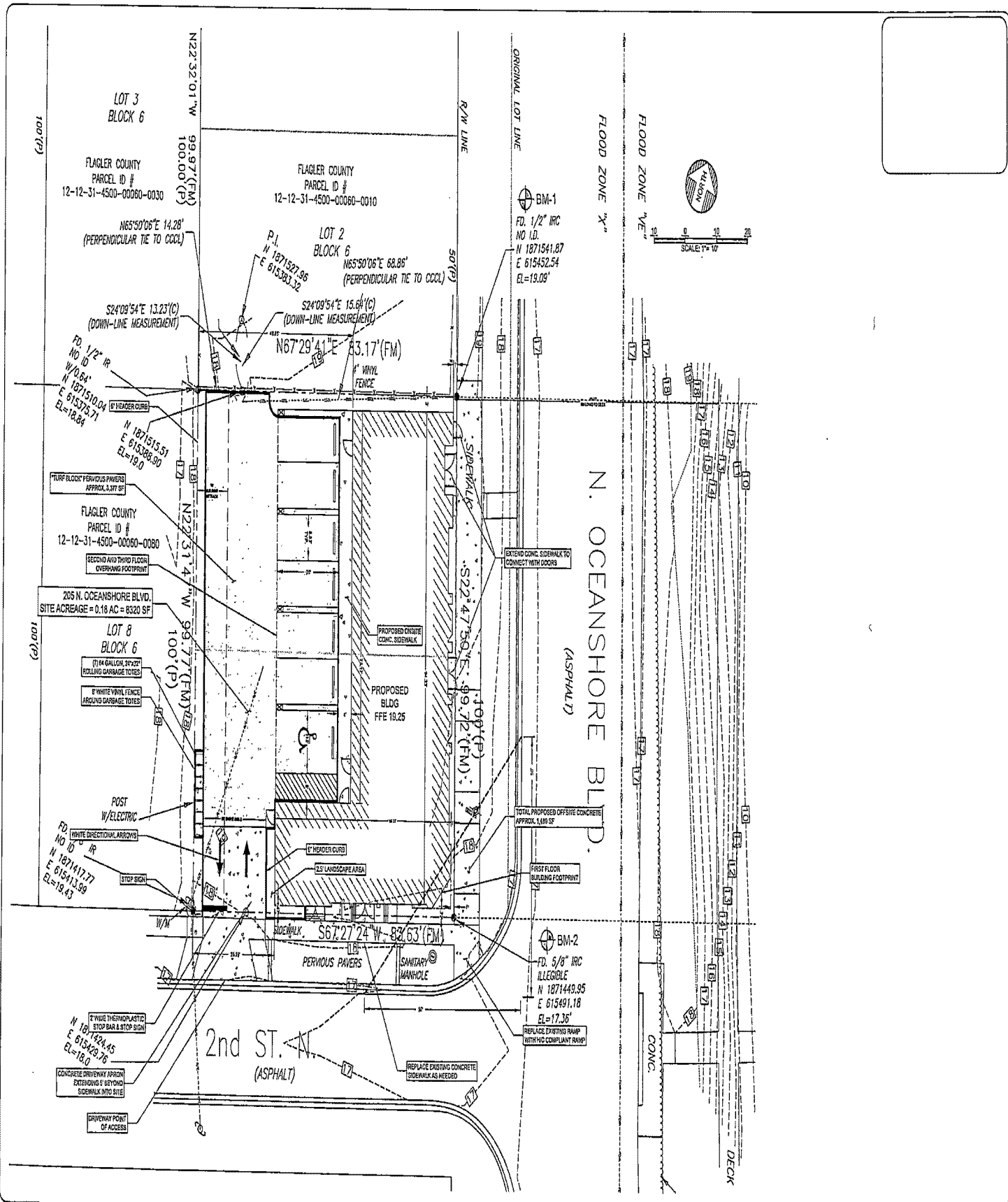


10 0 10 20
SCALE: 1" = 10'

LEGEND	
	SILT FENCE
	CONSTRUCTION FENCE WITH SAND SCREEN

- EROSION CONSTRUCTION NOTES**
1. DISCONNECT ALL UTILITIES AND STUBS AT PROPERTY LINE.
 2. VERIFY ALL ELECTRICAL CONNECTIONS HAVE BEEN DISCONNECTED AND REMOVED. CONTRACTOR TO COORDINATE DISCONNECT AND REMOVAL WITH ELECTRICAL PROVIDER.
 3. DEMO AND REMOVE ALL EXISTING STRUCTURES ON-SITE.
 4. ENSURE THAT NO SAND OR SOIL LEAVES THE SITE.

DATE	BY	REVISION	
NO.	NO.	NO.	NO.
DATE	BY	REVISION	NO.
NO.	NO.	NO.	NO.
DATE	BY	REVISION	NO.
<p>Zahn Engineering, Inc. Civil Engineering • Land Planning • Permitting 168 South Palmbeach Avenue, Suite 201, Daytona Beach, Florida 32114 Tel: (386) 252-4400 Fax: (386) 252-4401 www.zahneng.com</p>			
<p>DEMOS AND EROSION CONTROL PLAN</p>		<p>205 N OCEANSHORE BLVD FLAGLER COUNTY, FL FLAGLER BEACH</p>	
<p>PROJECT NUMBER 205</p>			
<p>THIS PLAN HAS BEEN ELECTRONICALLY CHECKED AND SEALED BY JOHN BULLI, P.E., ON THE DATE SPECIFIED BELOW.</p>			
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<p>FL. REG. NO. 13964, 13174, 13410 SHEET 001 OF 05</p>			



SCALE: 1" = 10'

REVISION	DATE

Zahn Engineering, Inc.
 Civil Engineering • Land Planning • Permitting
 150 South Palmbeach Avenue, Suite 201, Daytona Beach, Florida 32114
 Ph: (386) 232-2222 Fax: (386) 232-0202
 www.zahninc.com

PROJECT NO.	205
DATE	06/20/2023
SCALE	AS SHOWN

SITE PLAN
 205 N OCEANSHORE BLVD
 FLAGLER BEACH
 FLAGLER COUNTY, FL

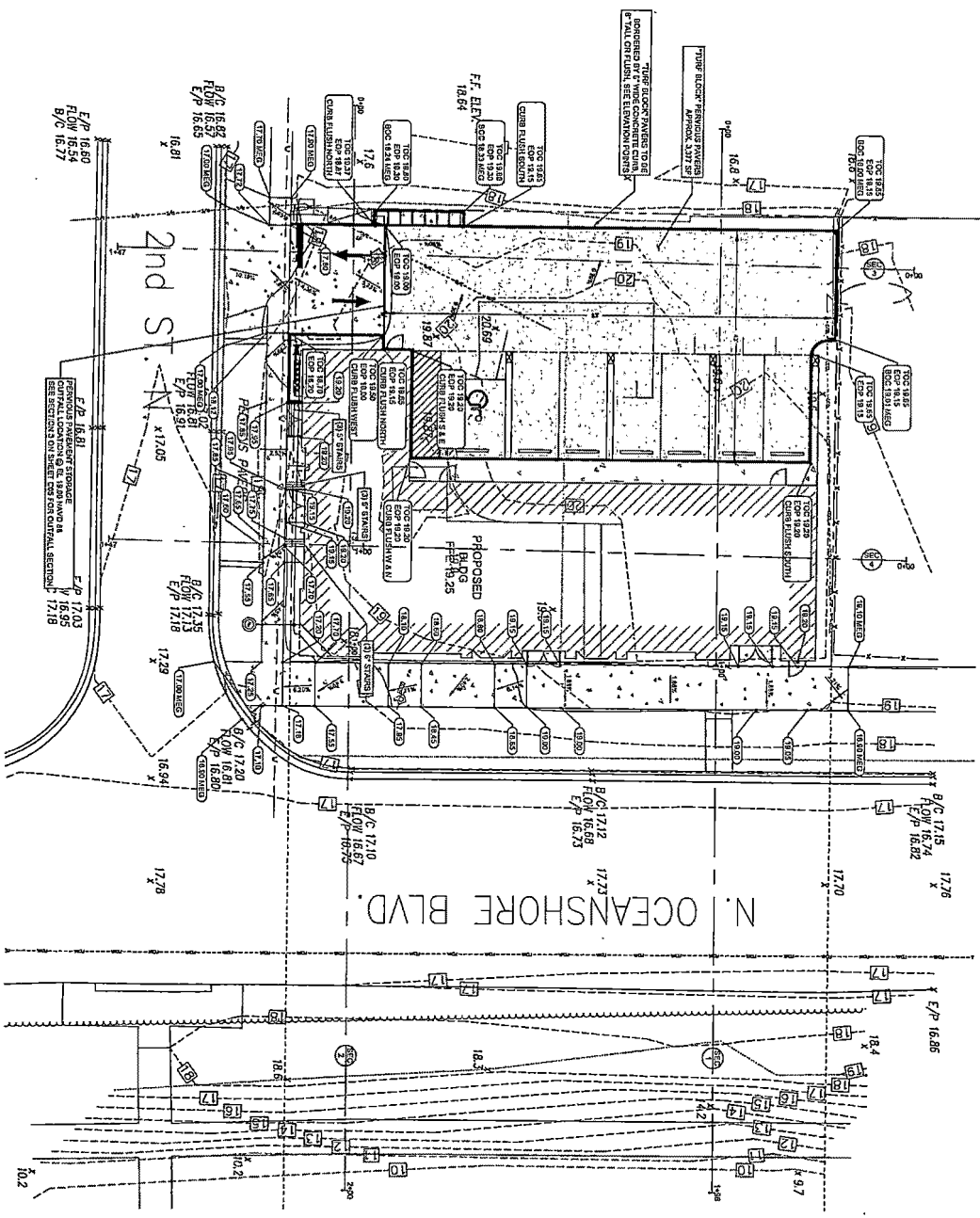
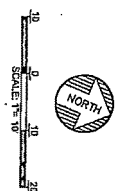
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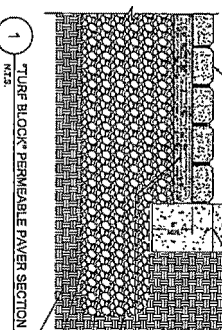
FL REG. NO. 12468, BRUN, BEAUM
 SHEET C02 03 OF 13



N. OCEANSHORE BLVD.

2nd S.

LEGEND	
	EXISTING GRADE FROM SURVEY
	PROPOSED GRADE
	PROPOSED GRADE MATCH EXISTING



1 "TURF BLOCK" PERMEABLE PAVEMENT SECTION

1/2" PAVERS

3/4" TYPICAL CURB DRAINAGE PAVERS. SEE GRADING CALLOUT FOR ELEVATIONS. CURB HEIGHT SHALL BE 4" MINIMUM. SEE GRADING PLAN FOR LOCATIONS.

3/4" TYPICAL CURB FROM BLOCK

AGGREGATE ON TOP AND

BASE OF SUBBASE

8" THICK NO. 57 STONE

AGGREGATE ON BOTTOM

IN SITU SOIL. SUBGRADE MUST BE COMPACTED TO A MINIMUM DENSITY AS SHOWN.

NOT VALID WITHOUT 2022

GRADING, DRAINAGE, AND UTILITY PLAN

205 N OCEANSHORE BLVD

FLAGLER BEACH FLAGLER COUNTY, FL

PROJECT NUMBER: 205

DATE: 7/2/2021

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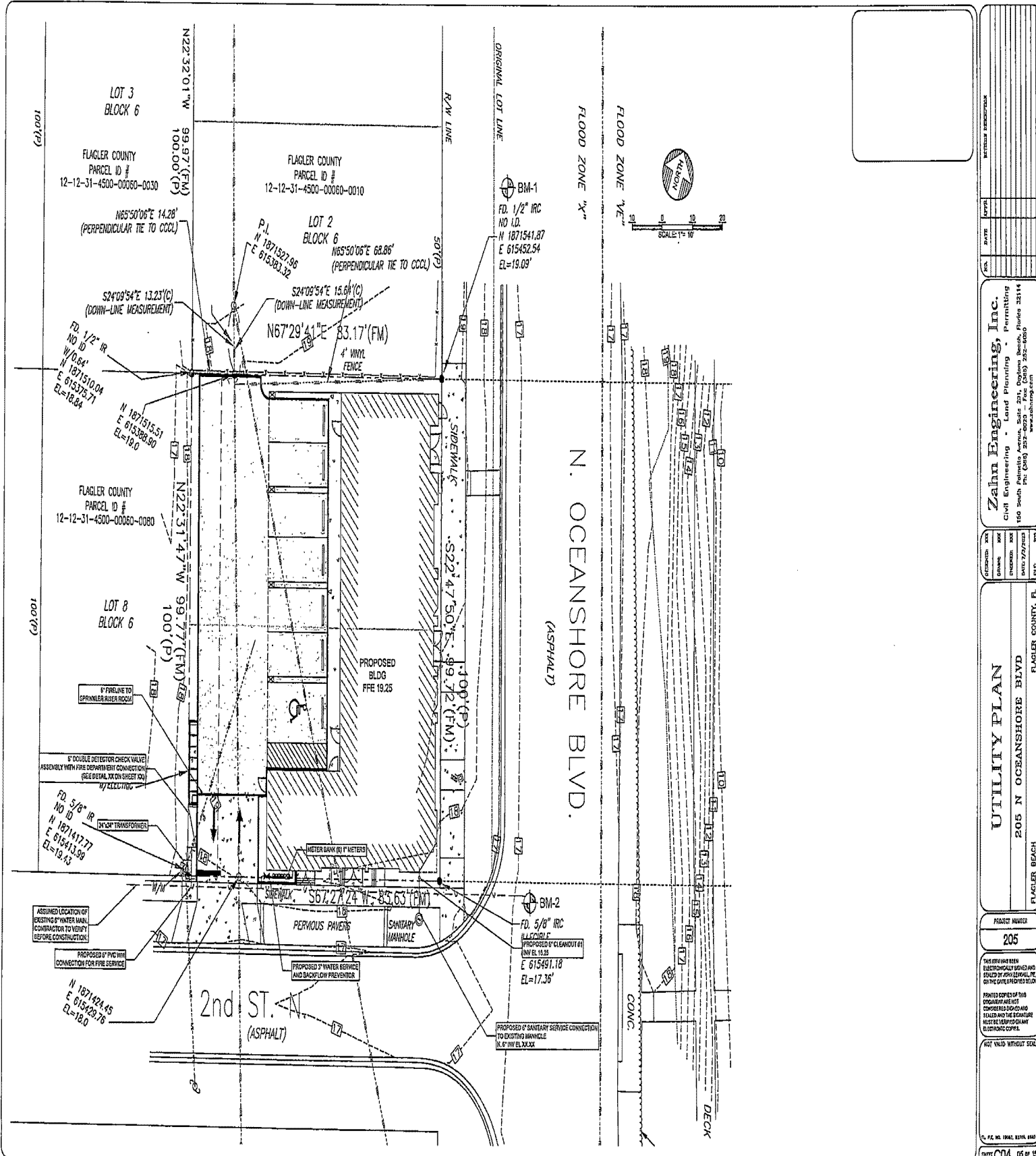
Civil Engineering • Land Planning • Permitting

150 South Palmello Avenue, Suite 201, Boynton Beach, Florida 33414

Ph: (561) 252-0000 - Fax: (561) 252-0000

www.zahneng.com

NO.	DATE	APP'D.	REVISION DESCRIPTION



REVISION	DATE	BY

Zahn Engineering, Inc.
 Civil Engineering • Land Planning • Permitting
 160 South Palmview Avenue, Suite 221, Daytona Beach, Florida 32114
 P.O. Box 1287, Daytona Beach, Florida 32114
 www.zahnenr.com

REVISION	DATE	BY

UTILITY PLAN
 205 N OCEANSHORE BLVD
 FLAGLER COUNTY, FL
 FLAGLER BEACH

PROJECT NUMBER
 205

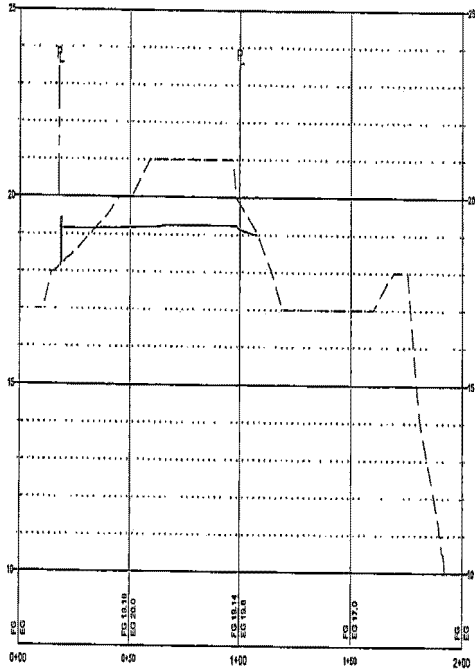
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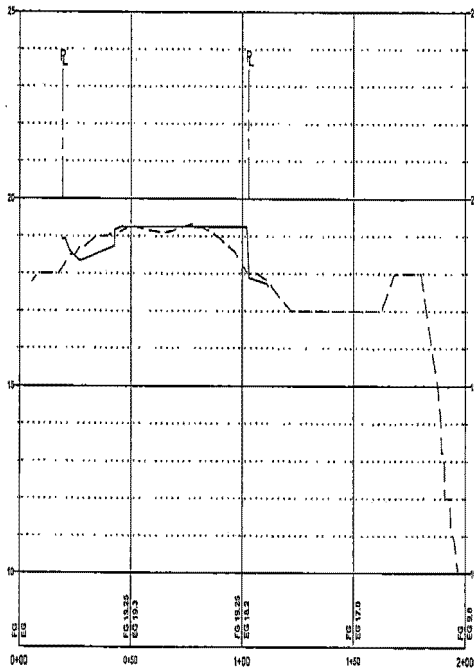
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P.C. NO. 17841, E.P.M. 18484
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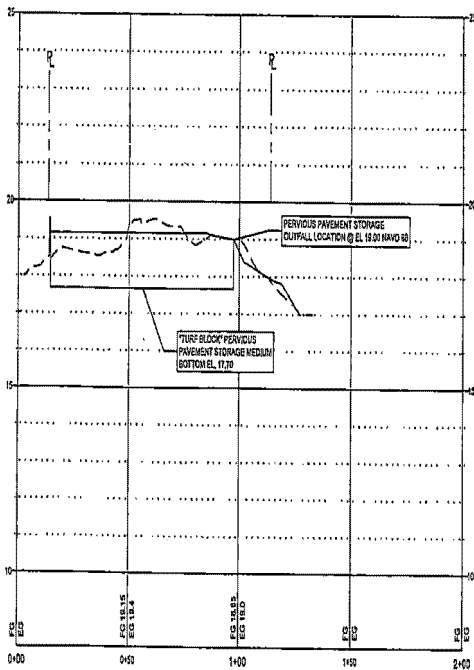
SECTION 1



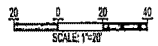
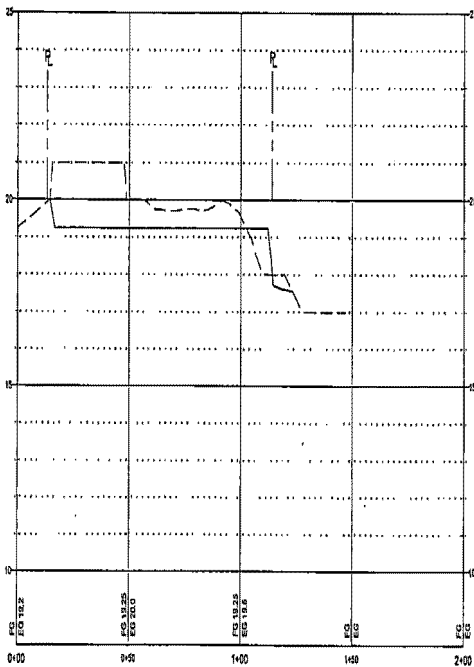
SECTION 2



SECTION 3



SECTION 4



REVISION DESCRIPTION

DATE

BY

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 Civil Engineering • Land Planning • Permitting
 156 South Palm Beach Avenue, Suite 201, Palm Beach, Florida 33414
 P.O. Box 10000, Palm Beach, Florida 33411
 www.zahneng.com

PROJECT NO. 205
 SHEET NO. 05
 DATE 12/20/2010
 DRAWN BY

SECTIONS
 205 N OCEANSHORE BLVD
 FLAGLER COUNTY, FL
 FLAGLER BEACH

PROJECT NUMBER
205

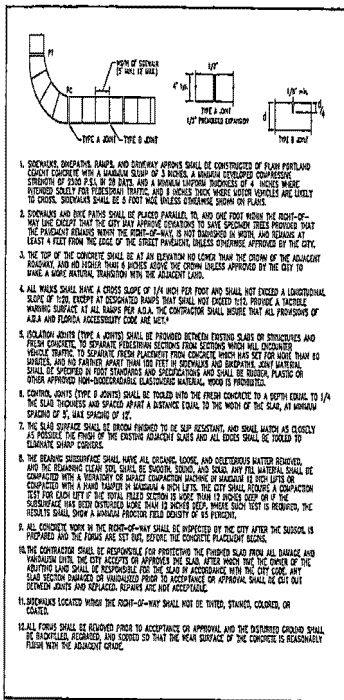
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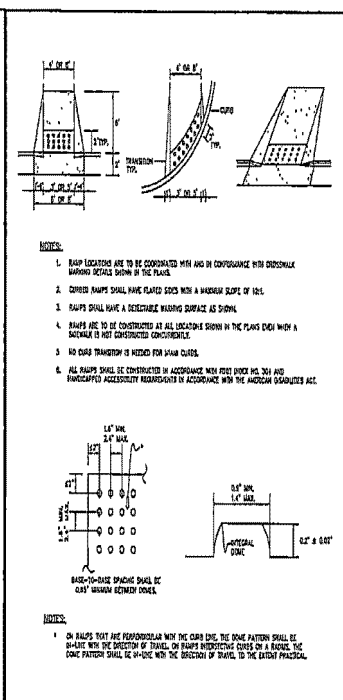
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FL. P.E. NO. 12942, JOHN ZAHN

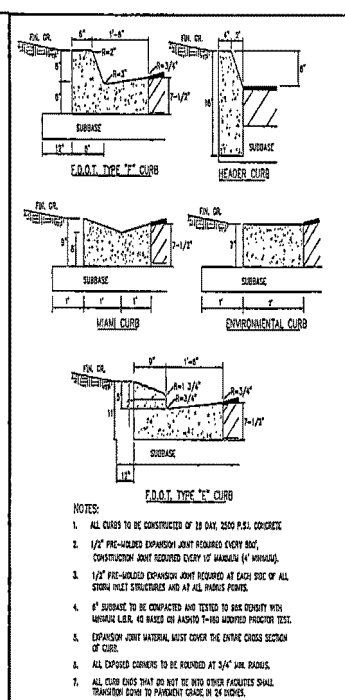
SHEET C05 08 OF 13



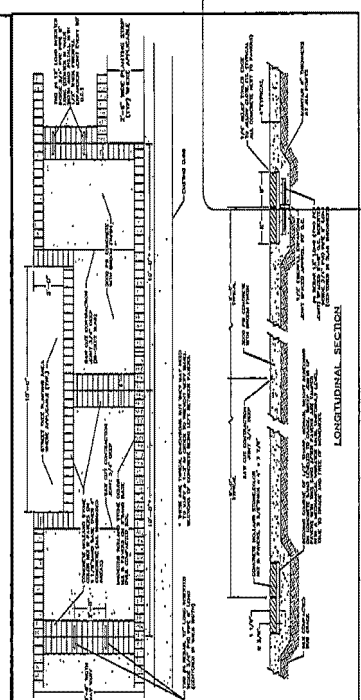
1. DRIVEWAY, SIDEWALK, RAMP, AND DRIVEWAY APRON SHALL BE CONSTRUCTED OF FRESH PORTLAND CEMENT CONCRETE WITH A MINIMUM SLAB OF 3 INCHES, A MINIMUM UNIFORM THICKNESS OF 4 INCHES, AND A MINIMUM UNIFORM SURFACE OF 4 INCHES. DRIVEWAY SHALL BE 5 FEET WIDE UNLESS OTHERWISE SHOWN ON PLANS.
2. DRIVEWAYS AND SIDEWALKS SHALL BE PLACED PARALLEL TO AND ONE FOOT FROM THE RIGHT-OF-WAY LINE UNLESS OTHERWISE SHOWN ON PLANS. DRIVEWAYS SHALL BE 5 FEET WIDE UNLESS OTHERWISE SHOWN ON PLANS.
3. THE TOP OF THE CONCRETE SHALL BE AT AN ELEVATION NO LOWER THAN THE CROWN OF THE ADJACENT DRIVEWAY AND NO HIGHER THAN 4 INCHES ABOVE THE FINISH GRADE APPROVED BY THE CITY TO MAINTAIN A SMOOTH TRANSITION WITH THE ADJACENT DRIVEWAY.
4. ALL JOINTS SHALL HAVE A CROSS SLOPE OF 1/4" PER FOOT AND SHALL NOT EXCEED A LONGITUDINAL SLOPE OF 1/20' EXCEPT AT DESIGNATED JOINTS THAT SHALL NOT EXCEED 1/20'. PROVIDE A TACKLE FINISH SURFACE AT ALL JOINTS PER A.C.I. THE CONTRACTOR SHALL INSURE THAT ALL PROVISIONS OF A.C.I. AND FLORIDA ACCESSIBILITY CODE ARE MET.
5. ISOLATION JOINTS (TYPE A JOINTS) SHALL BE PROVIDED BETWEEN EXISTING SLABS OR STRUCTURES AND FRESH CONCRETE TO SEPARATE FRESH CONCRETE FROM EXISTING CONCRETE WHICH HAS SET MORE THAN 90 HOURS, AND NO FARTHER THAN 10 FEET IN SIDEWALKS AND DRIVEWAY JOINT MATERIAL SHALL BE USED IN DRIVEWAYS AND SIDEWALKS AND SHALL BE PLACED ON OTHER APPROVED NON-CORROSIVE ELASTIC MATERIAL, WOOD IS PROHIBITED.
6. CONTROL JOINTS (TYPE B JOINTS) SHALL BE TOOK INTO THE FRESH CONCRETE TO A DEPTH EQUAL TO 1/4 THE SLAB THICKNESS AND SPACED AT A MAXIMUM OF 12 FEET, TO THE MOIST OF THE SLAB, AT MAXIMUM SPACING OF 8', MAX SPACING OF 12'.
7. THE SLAB SURFACE SHALL BE BROKEN PRIOR TO BE SET REINFORCEMENT, AND SHALL BE CLEAN AND FREE OF ALL OILS, GREASES, AND OTHER CONTAMINANTS. ALL JOINTS SHALL BE TOOK TO ELIMINATE SHARP CORNERS.
8. THE FINISH SURFACE SHALL HAVE ALL CORNERS, EDGES, AND COULTERS FINISHED. THE FINISH SURFACE SHALL BE COMPACTED WITH A VIBRATOR OR ROLLER COMPACTOR MACHINE IN MAXIMUM 12" HIGH LIFTS OR SET FOR EACH LIFT OF THE ROLLER COMPACTOR MACHINE. THE CITY SHALL PROVIDE A COMPACTOR FOR EACH LIFT OF THE ROLLER COMPACTOR MACHINE. THE CITY SHALL PROVIDE A COMPACTOR FOR EACH LIFT OF THE ROLLER COMPACTOR MACHINE. THE CITY SHALL PROVIDE A COMPACTOR FOR EACH LIFT OF THE ROLLER COMPACTOR MACHINE.
9. ALL CONCRETE WORK IN THE RIGHT-OF-WAY SHALL BE COMPLETED BY THE CITY AFTER THE SUBSIDY IS PREPARED AND THE PAVEMENT ARE SET BUT BEFORE THE CONCRETE PLACEMENT BEGINS.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING THE FINISHED SLAB FROM ALL DAMAGE AND MAINTAINANCE UNTIL THE CITY ACCEPTS OR APPROVES THE SLAB. AFTER WORK THE OWNER OF THE ADJUTING LAND SHALL BE RESPONSIBLE FOR THE SLAB IN ACCORDANCE WITH THE CITY CODE. ANY SLAB SECTION DAMAGED OR INJURED FROM TO ACCEPTANCE OF APPROVAL SHALL BE REPAIRED BY THE CONTRACTOR AT HIS OWN EXPENSE. REPAIRS ARE NOT ACCEPTABLE.
11. DRIVEWAYS LOCATED WHERE THE RIGHT-OF-WAY SHALL NOT BE TYPED, STAINED, COLORED, OR GATED.
12. ALL FORMS SHALL BE REMOVED PRIOR TO ACCEPTANCE OF APPROVAL AND THE FINISHED DRIVEWAY SHALL BE REPAIRED, REFINISHED, AND SMOOTHED SO THAT THE FINISH SURFACE OF THE CONCRETE IS REASONABLY FLAT WITH THE ADJACENT DRIVEWAY.



1. RAMP LOCATIONS ARE TO BE COORDINATED WITH AND IN CONFORMANCE WITH ORDINANCE 100000 REGARDING RAMP DESIGN IN THE BACK.
2. CURBS RAMP SHALL HAVE A MINIMUM SLOPE OF 1/4%.
3. RAMP SHALL HAVE A DETECTABLE WARNING SURFACE AS SHOWN.
4. RAMP ARE TO BE CONSTRUCTED AT ALL LOCATIONS SHOWN IN THE PLANS EVEN WHEN A SMOOKE IS NOT CONSTRUCTED CONCURRENTLY.
5. NO CURB TRANSITION IS NEEDED FOR RAMP CURBS.
6. ALL RAMP SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY CODE AND THE FINISHED SURFACE SHALL BE REFINISHED TO MATCH THE ADJACENT DRIVEWAY.



1. ALL CURBS TO BE CONSTRUCTED OF 18 DAY, 2500 P.S.I. CONCRETE.
2. 1/2" FREE-WALD EXPANSION JOINT REQUIRED EVERY 80'. CONSTRUCTION JOINT REQUIRED EVERY 12' MAXIMUM (4' MINIMUM).
3. 1/2" FREE-WALD EXPANSION JOINT REQUIRED AT EACH END OF ALL STORM DRAIN STRUCTURES AND AT ALL DRIVEWAY ENDS.
4. 6" SUBGRADE TO BE COMPACTED AND TESTED TO 95% DENSITY WITH MARIETTA L.B.A. 45 BASED ON A.S.H.T.O. T-155 ADAPTED PROCTOR TEST.
5. EXPANSION JOINT MATERIAL MUST COVER THE ENTIRE CROSS SECTION OF CURB.
6. ALL CURB CORNERS TO BE FINISHED AT 3/4" MAX. RADIUS.
7. ALL CURB ENDS THAT DO NOT SET INTO OTHER PAVEMENT SHALL TRANSITION INTO TO EXISTING DRIVEWAY IN 24" MINIMUM.



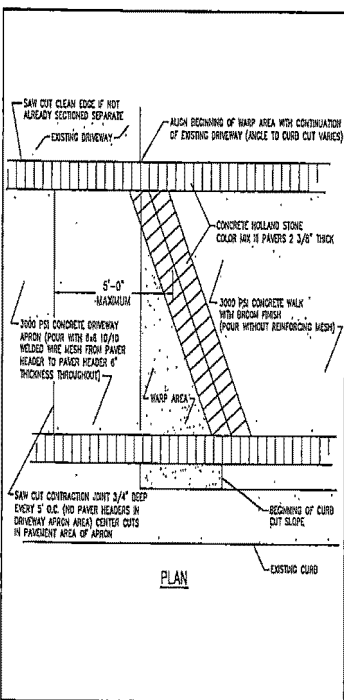
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	STANDARD CONSTRUCTION DETAIL	INDEX
	SIDEWALK, RAMP, AND DRIVEWAY APRON CONSTRUCTION REQUIREMENTS	M-3
		FEB 2018

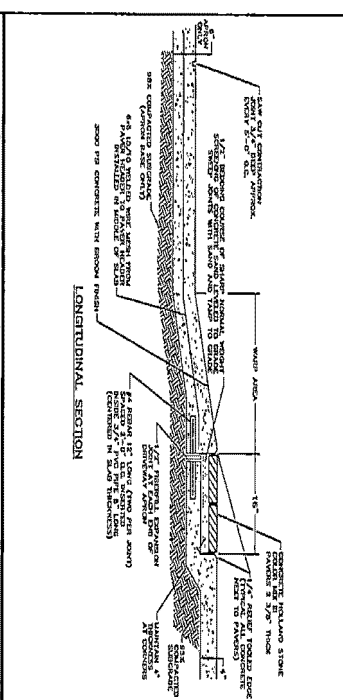
	STANDARD CONSTRUCTION DETAIL	INDEX
	SIDEWALK AND BIKE PATH RAMP	M-4
		FEB 2018

	STANDARD CONSTRUCTION DETAIL	INDEX
	STANDARD CURB CONSTRUCTION	R-4
		FEB 2018

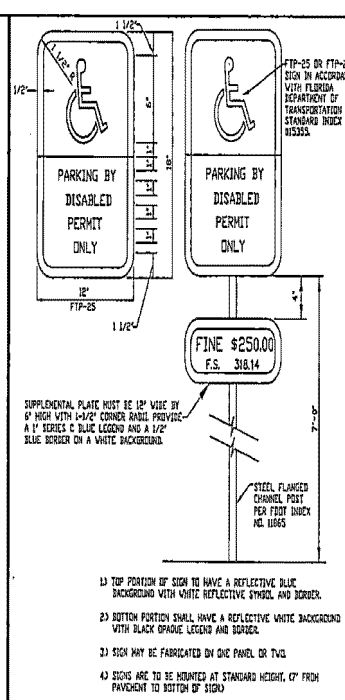
	STANDARD CONSTRUCTION DETAIL	INDEX
	SIDEWALK DETAIL PLAN VIEW & LONGITUDINAL SECTION	SC-1
		FEB 2018



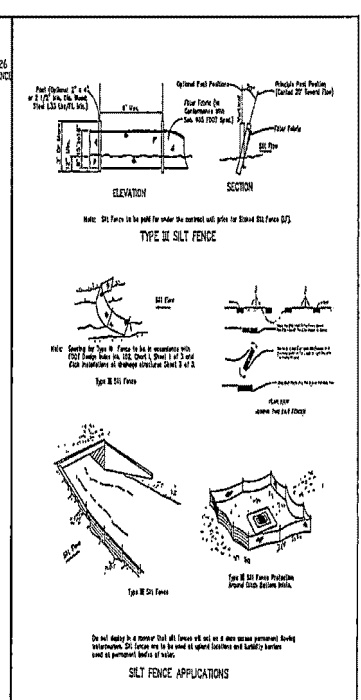
	STANDARD CONSTRUCTION DETAIL	INDEX
	SIDEWALK DETAILS AT DRIVEWAY	SC-4A
		FEB 2018



	STANDARD CONSTRUCTION DETAIL	INDEX
	SIDEWALK DETAILS AT DRIVEWAYS	SC-4B
		FEB 2018



	STANDARD CONSTRUCTION DETAIL	INDEX
	HANDICAP PARKING SIGN DETAIL	M-12B
		FEB 2018



	STANDARD CONSTRUCTION DETAIL	INDEX
	EROSION CONTROL - SILT FENCE	M-15
		FEB 2018

Zahn Engineering, Inc.
 Civil Engineering - Land Planning - Permitting
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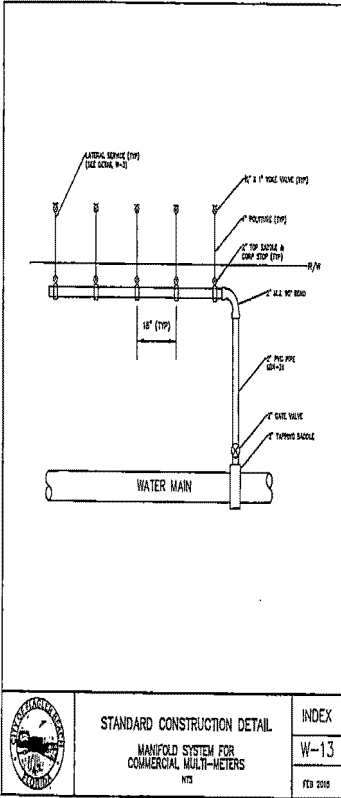
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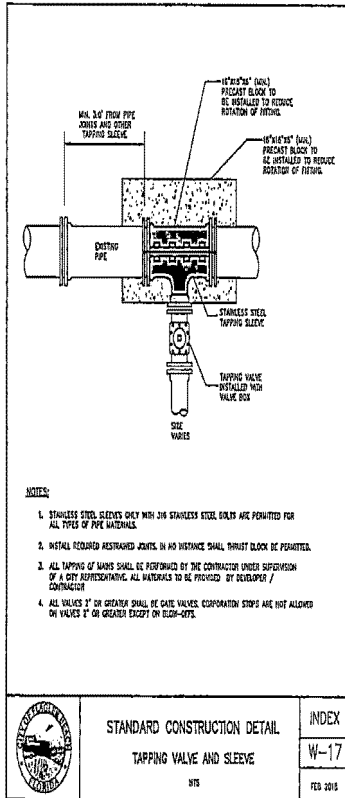
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FLORIDA COUNTY, FL
 205 N OCEANSHORE BLVD
 PALM BEACH

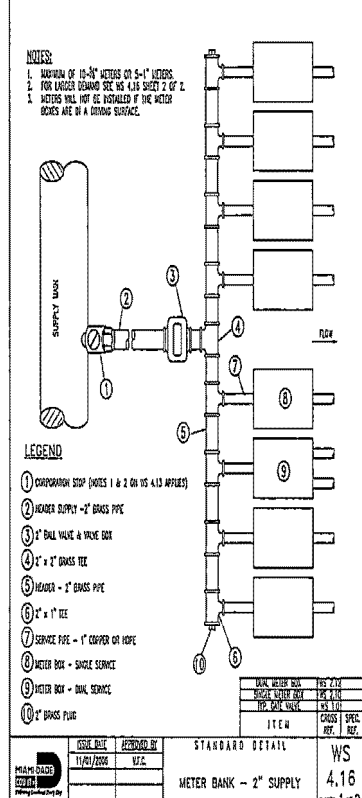
Sheet C07 of 13



STANDARD CONSTRUCTION DETAIL
MANIFOLD SYSTEM FOR
COMMERCIAL MULTI-METERS
N13
INDEX
W-13
FEB 2015



STANDARD CONSTRUCTION DETAIL
TAPPING VALVE AND SLEEVE
N15
INDEX
W-17
FEB 2015



- NOTES:
1. MAXIMUM OF 10-15 METERS ON 5-1' SPACING.
 2. FOR LARGER DRAWING SEE HS 4.16 SHEET 2 OF 2.
 3. METERS SHALL NOT BE INSTALLED IF THE METER BOXES ARE IN A DITCH SURFACE.

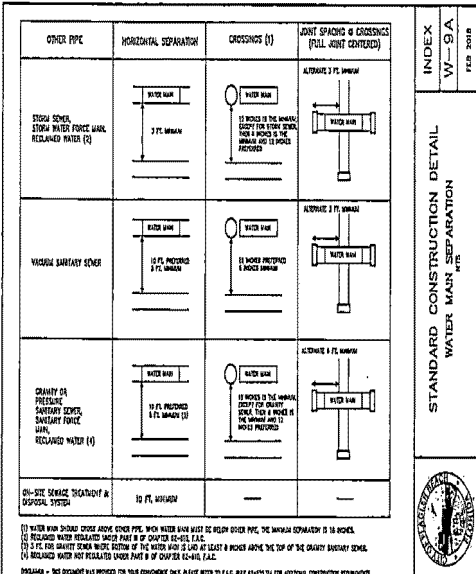
LEGEND

- 1 CORPORATION STOP (NOTES 1 & 2 ON HS 4.16 APPLIES)
- 2 HEADER SUPPLY - 2" GRASS PIPE
- 3 1" BALL VALVE & VALVE BOX
- 4 1" x 1" GRASS FIT
- 5 HEADER - 1" GRASS PIPE
- 6 1" x 1" FIT
- 7 SERVICE PIPE - 1" COPPER OR HOPE
- 8 METER BOX - SINGLE SERVICE
- 9 METER BOX - DUAL SERVICE
- 10 1" BRASS PLUG

ITEM	CROSS REF.	SPEC. REF.
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

REVISION	DATE	BY	DESCRIPTION
1	11/20/2006	WJC	

STANDARD DETAIL
METER BANK - 2" SUPPLY
INDEX
WS
4.16
SHEET 1 of 2



OTHER PIPE	HORIZONTAL SEPARATION	CROSSINGS (1)	JOINT SPACING OR CROSSINGS (FULL JOINT CENTERED)
FRESH WATER STORM WATER FORCE MAIN RECLAIMED WATER (2)	3 FT. MINIMUM	WATER MAIN (3) NOTES IN THE MANUAL EXCEPT FOR CRAWL SPACE. (4) & (5) IN RECLAIMED WATER (2) FORCE MAIN	ALTERNATE 3 FT. MINIMUM WATER MAIN
WASTEWATER	3 FT. MINIMUM	WATER MAIN (3) NOTES IN THE MANUAL EXCEPT FOR CRAWL SPACE. (4) & (5) IN RECLAIMED WATER (2) FORCE MAIN	ALTERNATE 3 FT. MINIMUM WATER MAIN
CRAWL SPACE PRESSURE SAFETY SERVICE SAFETY SERVICE RECLAIMED WATER (1)	3 FT. MINIMUM (3)	WATER MAIN (3) NOTES IN THE MANUAL EXCEPT FOR CRAWL SPACE. (4) & (5) IN RECLAIMED WATER (2) FORCE MAIN	ALTERNATE 3 FT. MINIMUM WATER MAIN
ON-SITE SEWAGE TREATMENT & DISPOSAL SYSTEM	10 FT. MINIMUM		

(1) WATER MAIN SHOULD CROSS ABOVE OTHER PIPE. WHEN WATER MAIN MUST BE BELOW OTHER PIPE, THE MINIMUM SEPARATION IS 18 INCHES.
(2) RECLAIMED WATER RECLAIMED WATER MAIN SHALL BE 6" ABOVE 18-INCH DIA.
(3) 3 FT. FOR CRAWL SPACE WHICH IS NOT PART OF THE WATER MAIN IS LAD TO BE AT LEAST 18 INCHES ABOVE THE TOP OF THE CRAWL SPACE MAIN.
(4) RECLAIMED WATER NOT RECLAIMED WATER PART OF COVERED CHANNEL.
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PROJECT NUMBER
205

PROJECT ADDRESS
**205 N OCEANSHORE BLVD
FLAGLER BEACH**

PROJECT COUNTY, FL
FLAGLER COUNTY, FL

DATE
11/20/2006

DRAWN BY
WJC

CHECKED BY
WJC

DATE
11/20/2006

DESIGNED BY
WJC

DATE
11/20/2006

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205

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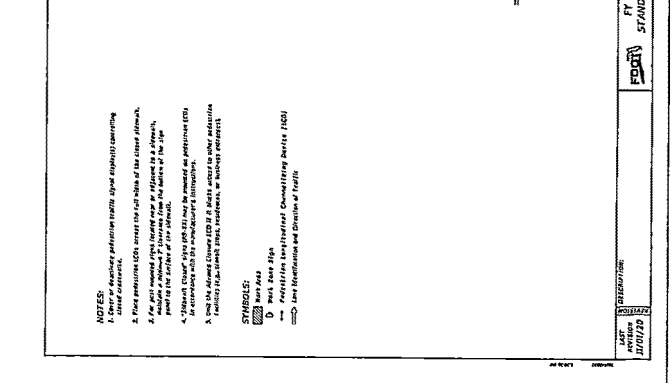
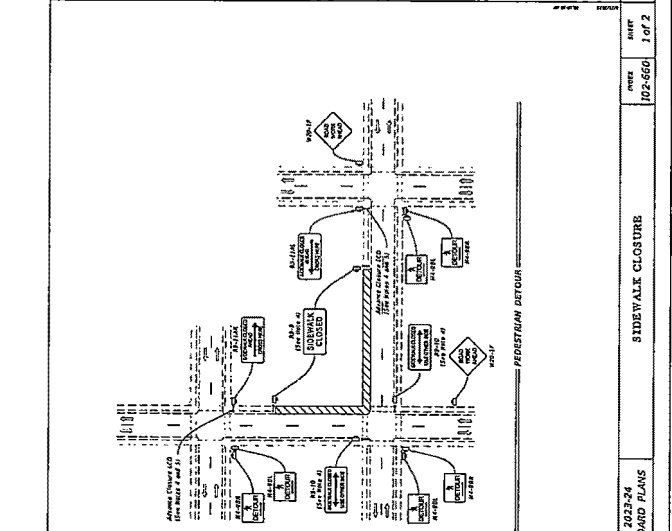
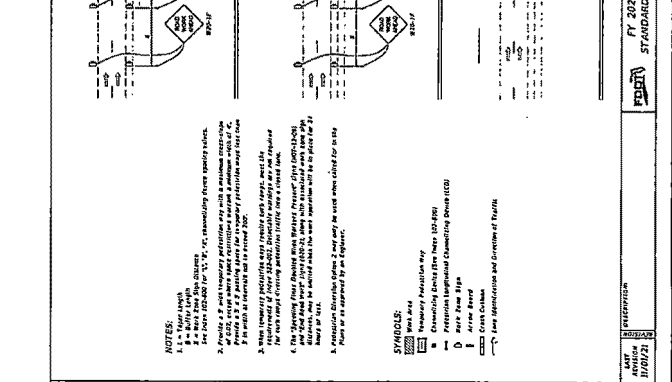
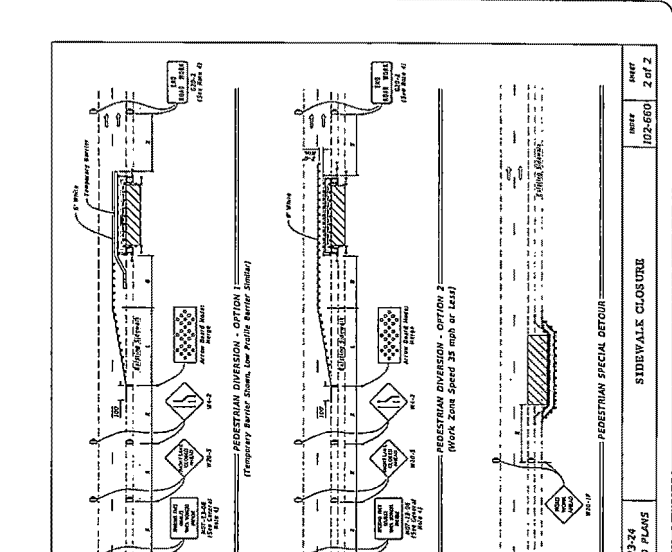
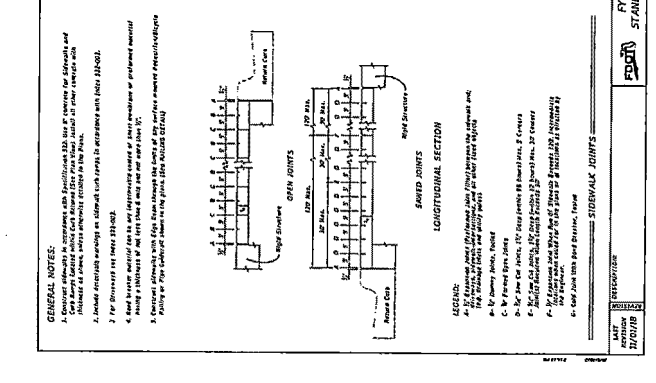
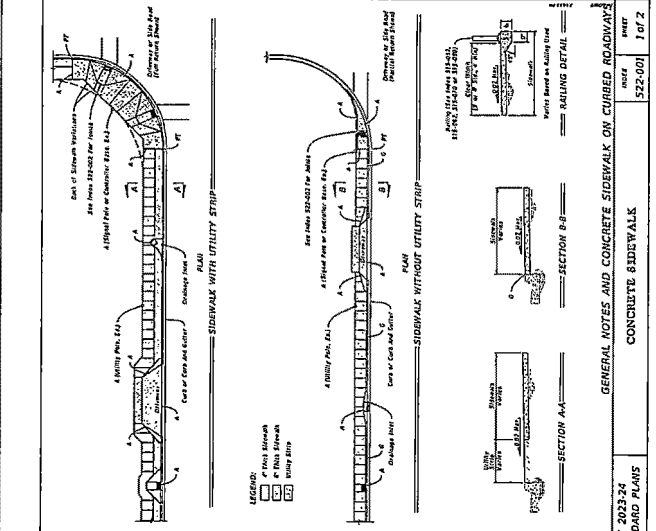
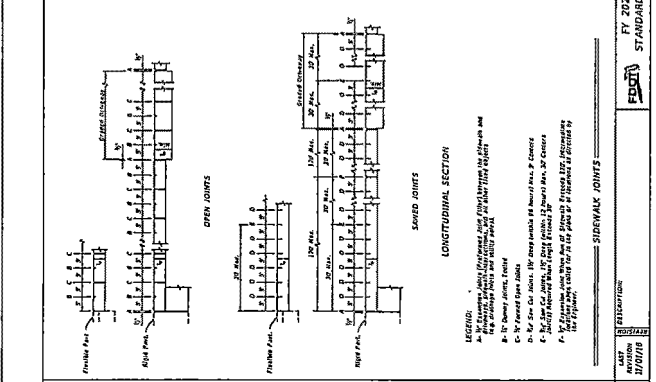
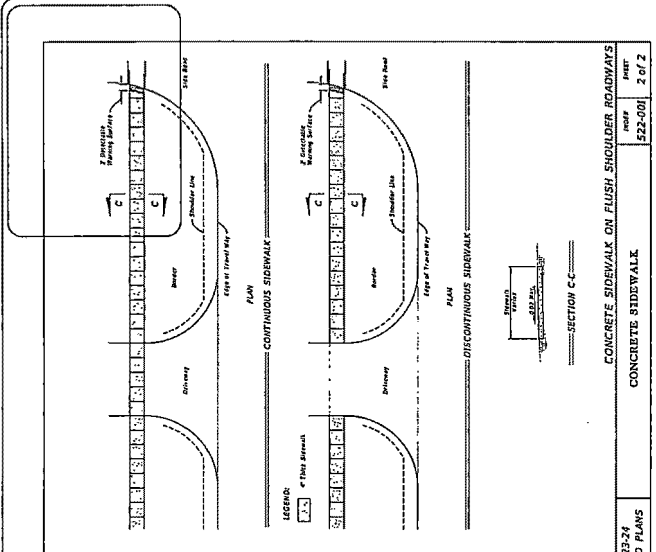
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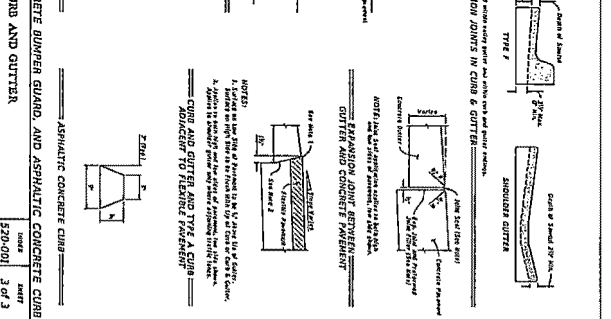
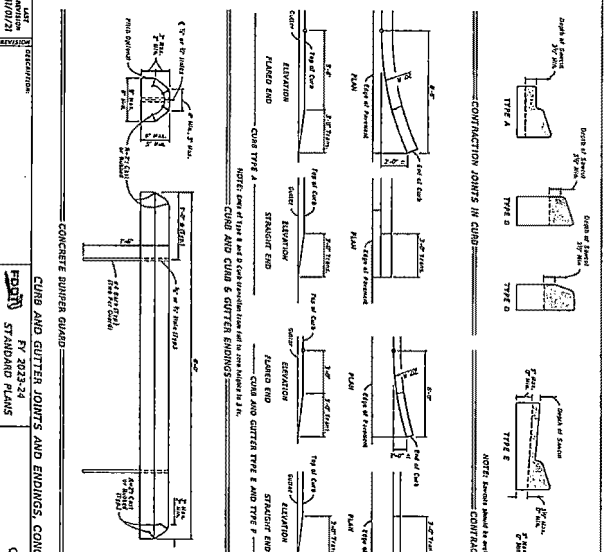
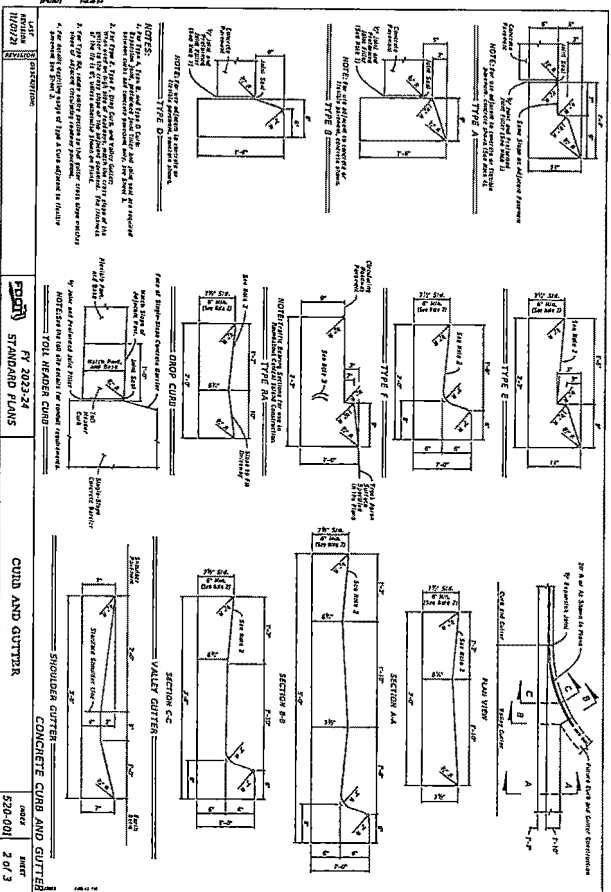
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11/20/2006

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WJC

DATE
11/20/2006





PROJECT NUMBER: **205**

205 N OCEANSHORE BLVD

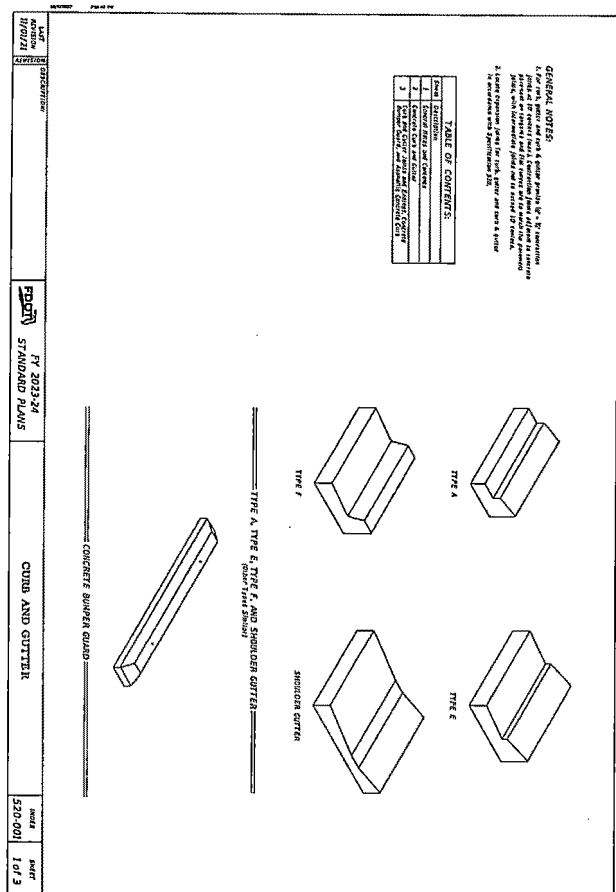
FLAGLER BEACH FLAGLER COUNTY, FL

DATE: 7/7/2021

SCALE: AS SHOWN

DRAWN BY: [Name]

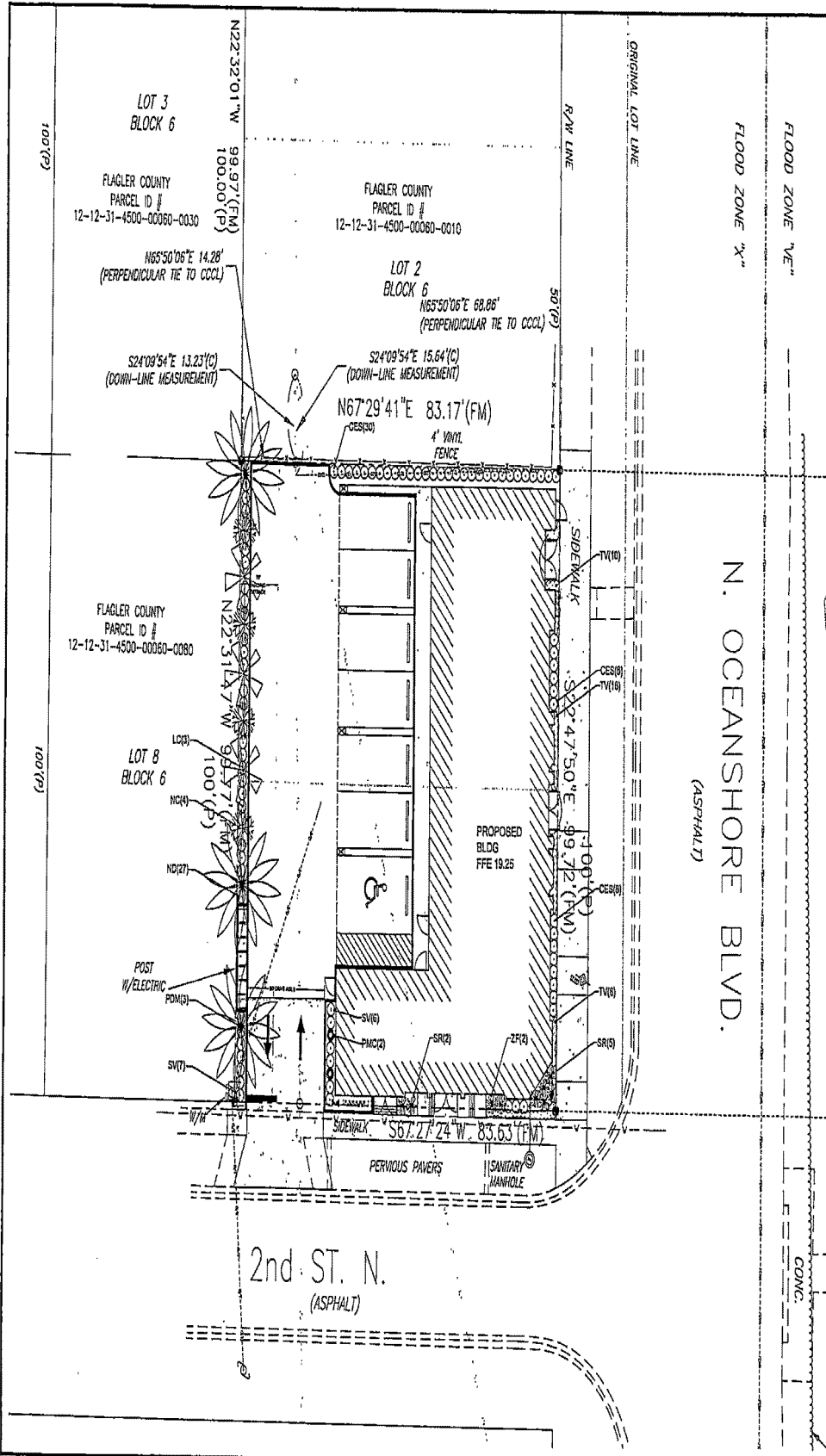
CHECKED BY: [Name]



Zahn Engineering, Inc.
Civil Engineering • Land Planning • Permitting

150 South Palmatto Avenue, Suite 201, Daytona Beach, Florida 32114
Ph: (386) 252-0020 • Fax: (386) 252-6000
www.zahneng.com

NO.	DATE	APPR.	REVISED DESCRIPTION



PLANT LIST:

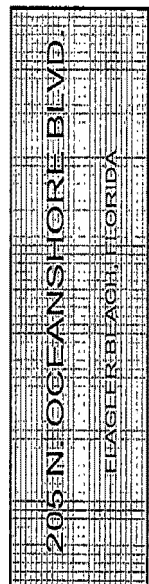
QUAN.	KEY	BOTANICAL/COMMON NAME	DESCRIPTION
3	LC	Urbium citrinum CHINESE FAN PALM	14' c.l.; Wellhead M. 888 Specimen
3	PWM	Phoenix dactyloides 'Wedg'	15' c.l.; Wellhead M. 888 Specimen
4	MC	Heliconia albertiana 'Calypso' CALYPSO CLEANDER STD.	2" caliper min. 30 gal. 36" h. x 30" sp.
44	CES	Conocarpus erectus var. verticillatus SILVER BUFFBERNARD	7 gal. 35" ac.
27	ND	Heliconia albertiana 'Pelle Pink' SILV. PINK CLEANDER	24" h. x 30" sp.
2	PWC	Podocarpus neriifolius CONE JAPANESE YEW	3 gal. 30" ac. 4 1/2" h. x 1 1/2" sp.
7	SR	Stenandrium speciosum ORANGE BIRD OF PARADISE	35" h. x 35" sp. 15 gal. 35" ac.
13	SV	Schefflera arboricola 'Niteflora' DWARF VAREGATED SCHEFFLER	20" h. x 20" sp. 3 gal. 30" ac.
32	TV	Tillandsia violacea PURPLE SOCIETY GARLIC	1 gal. 16" (2) 8ba min. 20" ac.
2	ZF	Zamia furfuracea CARIBBEAN PALM	35" h. x 35" sp. 15 gal. 35" ac.

GENERAL NOTES:

- The Landscape Contractor is to locate and verify all underground and overhead utilities prior to beginning work. Contact proper utility companies and/or General Contractor prior to digging for field verification. The City shall not be responsible for any damages to utility or irrigation lines.
- Landscape Contractor is to verify all current drawings and check for discrepancies and bring to the attention of the Landscape Architect prior to commencing with the work.
- All unshaded and unplanted tree pits are to be properly backfilled and flagged during installation.
- All planting plans are issued as directives for site layout. Any deviations and site changes are to be brought to the attention of the Landscape Architect for clarification prior to installation.
- In the event mechanical equipment is installed on the site in a different area than shown on the plans or if mechanical equipment is added that is not shown on the plans it shall be fully screened by either fencing or vegetation or a combination of both.

PLANTING NOTES:

- (See plant specification and details for additional standards)
- All plant material is to be Florida Number 1 or better pursuant to the Florida Department of Agriculture's Grades and Standards for Nursery Plants.
- All trees within lawn areas shall have a 48" diameter mulch ring.
- Soil is to be grade "W" wood free.
- All areas marked "LAWN" shall be sodded with St. Augustine's Floratam seed sod. See firm on plan.
- All areas marked "Balsa Grass" shall be sodded with Paspalum notatum. All sod is to be laid head, tight, and cut even along planting beds.
- All plants are to be top dressed with a minimum of 2" inch layer of amended hardwoods mulch, Grade A or equal.
- Planting plans shall take precedence over plant list in case of discrepancies.
- No changes are to be made without the prior consent of the Landscape Architect and Owner. Additions and/or deletions to the plant material must be approved by the project manager.
- Landscape Contractor is responsible for providing their own square footage labels and field verifications for 100% and coverage for all areas specified.
- All landscape areas are to be provided with automatic irrigation system which will provide 100% coverage, and 50% overlap.
- All lawn located in parking islands is to be set flush with top of curb. Provide adequate soil to within 3" of top of curb.
- Trees are to be planted within parking islands after soil is brought up to grade. Deeply set root balls are not acceptable. (REFER TO PLANTING DETAILS)
- A clear zone free of obstruction must be maintained around all fire hydrants. The clear zone must be 7'-6" in front of end to the sides of fire hydrants, with a 4' clear zone to the rear. Fire Department connections shall have a clear zone of 7'-4" in front & to the sides.



REVISIONS:

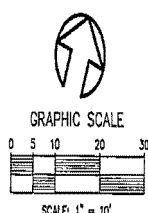
NO.	DATE	DESCRIPTION

CULLIVER DESIGN, INC.

LANDSCAPE ARCHITECTURE

CHRIS A. CULLIVER
15 CRESCENT LANE
GAINESVILLE, FL 32609
TEL: 352-336-1233
EMAIL: culliverdesign@earthlink.net

SCALE: 1" = 10'

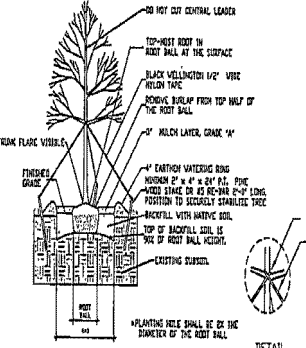


NOTES:

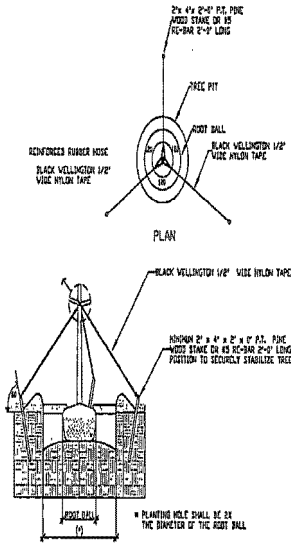
DATE: 10/15/2011

SCALE: 1/8" = 1'-0"

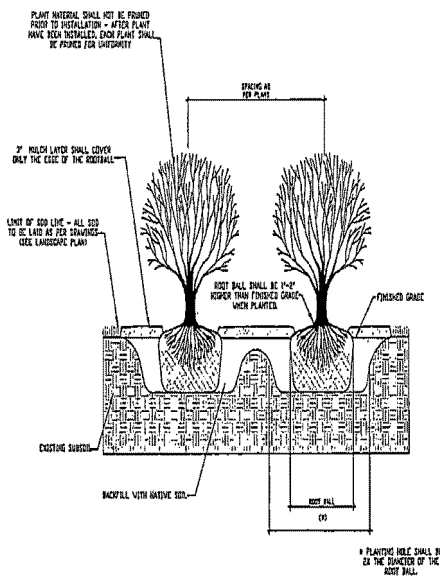
DRAWING NO.: 21



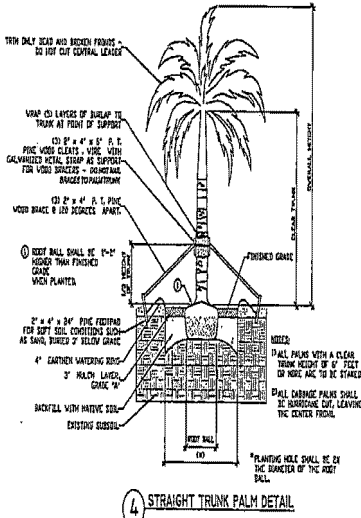
1. LARGE TREE PLANTING DETAIL



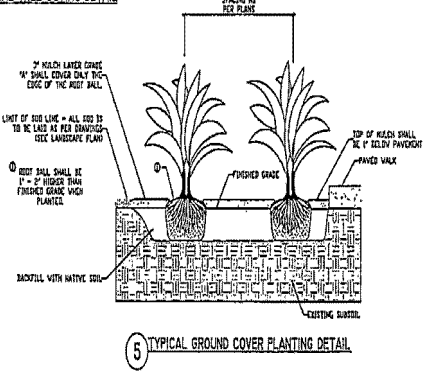
2. TYPICAL TREE GUYING DETAIL



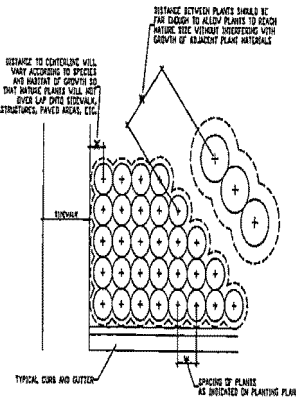
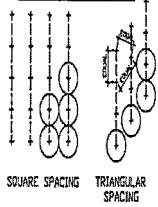
3. TYPICAL SHRUB PLANTING DETAIL



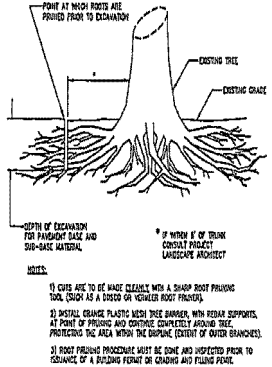
4. STRAIGHT TRUNK PALM DETAIL



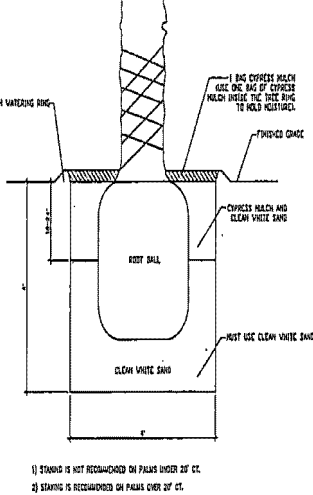
5. TYPICAL GROUND COVER PLANTING DETAIL



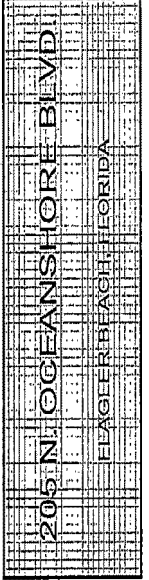
7. TYPICAL CONTAINER SPACING



8. ROOT PRUNING DETAIL



9. MEDJOO PALM INSTALLATION SCHEMATIC



REVISIONS	

CULLER DESIGN, INC.

LANDSCAPE ARCHITECTURE
15 CRENSHAW LAKE WAY
CHANDLER, AZ 85024
TEL: 480.487.5333
EMAIL: culler@cdesign.com

REGISTERED ARCHITECT/LANDSCAPE ARCHITECT
ILLUSTRATION

TITLE: LANDSCAPE DESIGN
DATE: 10/20/17
SCALE: 1/4\"/>

LOT 8
BLOCK 6

2nd ST. N.

PERVIOUS PAVERS

N. OCEANSHORE BLVD.

10' 0' 10' 0' 10' 0' 10' 0'
SCALE 1" = 10'



LIGHTING PLAN

205 N OCEANSHORE BLVD

FLAGLER BEACH

FLAGLER COUNTY, FL

Zahn Engineering, Inc.

Civil Engineering • Land Planning • Permitting

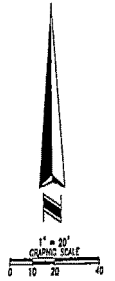
150 South Palmiste Avenue, Suite 201, Daytona Beach, Florida 32114
Ph: (386) 252-0020 - Fax: (386) 252-0008
www.zahneng.com

NO.	DATE	APP'R	REVISION DESCRIPTION

PROFESSIONAL ENGINEER
STATE OF FLORIDA
EXPIRES 12/31/2014
2015
NOT VALID WITHOUT SEAL

FORM C13 12 OF 13

SECTION 12, TOWNSHIP 12 SOUTH, RANGE 31 EAST
 FLAGLER BEACH
 FLAGLER COUNTY, FLORIDA



DESCRIPTION (PER ONE BEING PG. 412)
 LOT 1 AND 1/2 OF BLOCK 6, OF MOORE SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN MAP BOOK 1, PAGE 24, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

NOTE
 THIS SURVEY IS CONVEYED TO AND PREPARED FOR THE STATE AND FEDERAL GOVERNMENTS OF THE UNITED STATES OF AMERICA. THE SURVEYOR HAS CONDUCTED THIS SURVEY IN ACCORDANCE WITH THE PUBLIC RECORDS OF THE COUNTY, THE SURVEY IS PROVIDED WITHOUT LIABILITY OF ANY KIND OR KINDS TO THE SURVEYOR, HIS SUCCESSORS OR ANY OTHER PARTY. THE SURVEYOR HAS CONDUCTED THIS SURVEY IN ACCORDANCE WITH THE PUBLIC RECORDS OF THE COUNTY, THE SURVEY IS PROVIDED WITHOUT LIABILITY OF ANY KIND OR KINDS TO THE SURVEYOR, HIS SUCCESSORS OR ANY OTHER PARTY. THE SURVEYOR HAS CONDUCTED THIS SURVEY IN ACCORDANCE WITH THE PUBLIC RECORDS OF THE COUNTY, THE SURVEY IS PROVIDED WITHOUT LIABILITY OF ANY KIND OR KINDS TO THE SURVEYOR, HIS SUCCESSORS OR ANY OTHER PARTY.

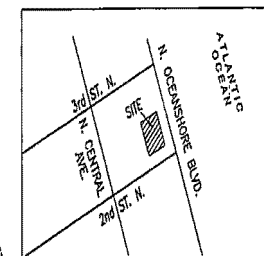
NOTES
 1. ALL DIMENSIONS OF RECORDS REFLECTING ELEVATIONS, BEYOND OF THAT AND/OR OTHERWISE MAY BE SUBJECT TO THE SURVEYOR'S DISCRETION AS SHOWN.
 2. THE SURVEYOR HAS CONDUCTED THIS SURVEY IN ACCORDANCE WITH THE PUBLIC RECORDS OF THE COUNTY, THE SURVEY IS PROVIDED WITHOUT LIABILITY OF ANY KIND OR KINDS TO THE SURVEYOR, HIS SUCCESSORS OR ANY OTHER PARTY.
 3. THE SURVEYOR HAS CONDUCTED THIS SURVEY IN ACCORDANCE WITH THE PUBLIC RECORDS OF THE COUNTY, THE SURVEY IS PROVIDED WITHOUT LIABILITY OF ANY KIND OR KINDS TO THE SURVEYOR, HIS SUCCESSORS OR ANY OTHER PARTY.

ABBREVIATIONS	
BL	BOUNDARY
CCCL	CONCRETE CONSTRUCTION CONTROL LINE
CONC	CONCRETE
DI	DIAPHRAGM
DOPE	EXISTING'S PRIMARY NETWORK CONTROL
FDO	FLORIDA DEPARTMENT OF TRANSPORTATION
FL	FLORIDA
FLOR	FLORIDA DEPARTMENT OF TRANSPORTATION
HWY	HIGHWAY
PA	POINT OF INTERSECTION
PL	POINT OF LINE
P/P	POWER POLE
RA	RIGHT OF WAY
SEA	SEASONAL HIGH WATER LINE
SL	SLURRY

THIS SURVEY IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND/OR INDIVIDUALS SHOWN HEREON ON THE MOST CURRENT DATE SHOWN, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL, WHOMSOEVER.

ABBREVIATIONS	
AD	ADJUSTMENT
AS	ASBESTOS
BL	BOUNDARY
CCCL	CONCRETE CONSTRUCTION CONTROL LINE
CONC	CONCRETE
DI	DIAPHRAGM
DOPE	EXISTING'S PRIMARY NETWORK CONTROL
FDO	FLORIDA DEPARTMENT OF TRANSPORTATION
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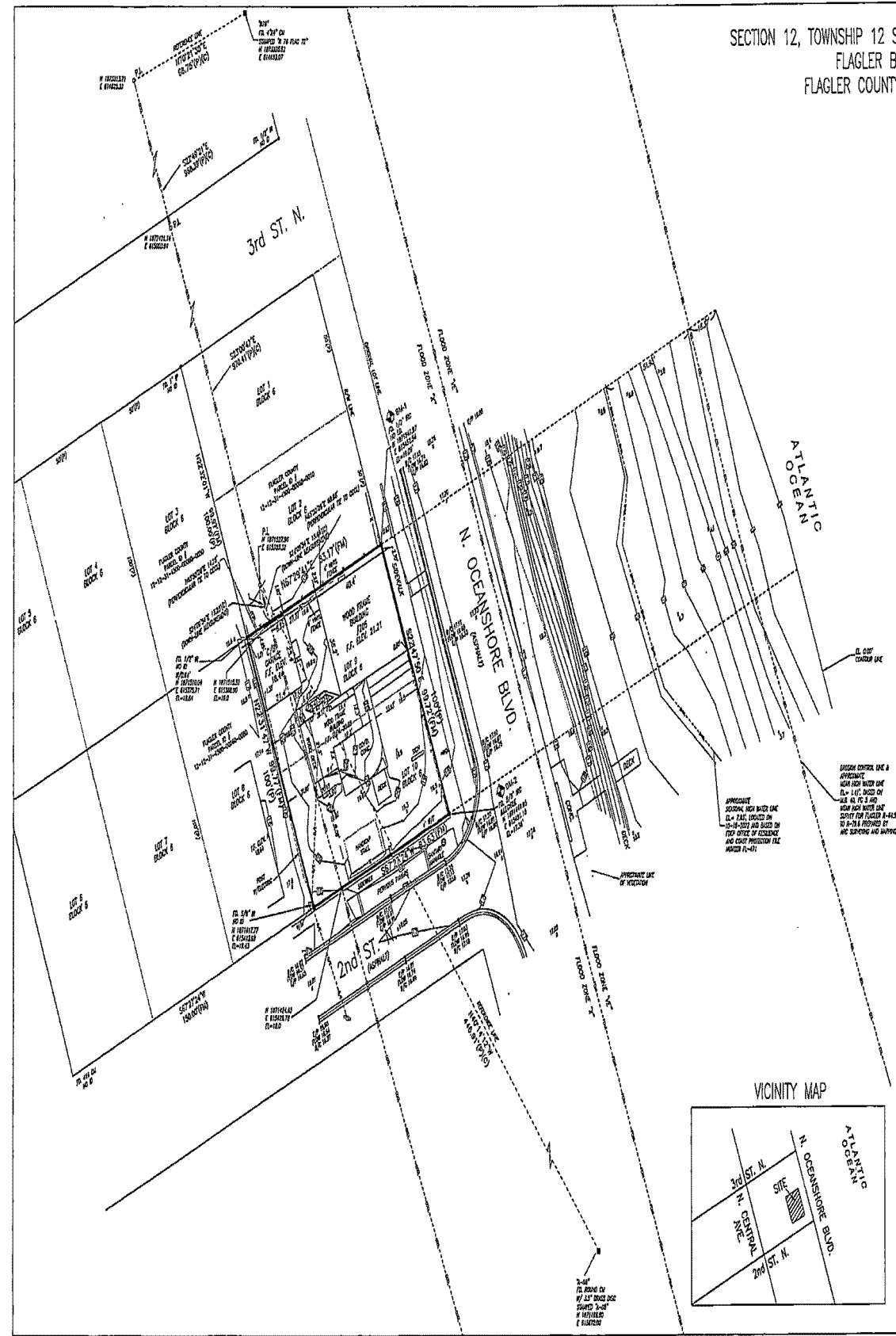
VICINITY MAP



BEIRD SURVEYING GROUP, INC.
 475 S. BLUE LAKE AVENUE
 DELAND, FLORIDA 32724
 PHONE: (386) 740-4144 FAX: (386) 740-4155
 WEBSITE: www.beirdsurveying.com
 e-mail: larry@beirdsurveying.com
 Certificate of Authorization Licensed Business Number 7230

Boundary Survey
 Date: 10/18/2022
 Drawing Number: 22-0507
 Scale: 1"=20'
 Drawn by: BEJ/M

ELIAS HUGBARTH
 202 N. OCEAN SHORE BLVD., FLAGLER COUNTY, FLORIDA 32112





FLAGLER BEACH CITY COMMISSION

Item No. 16

Meeting Date: September 14, 2023

Issue: Resolution 2023-16, a resolution by the City Commission of the City of Flagler Beach, Florida, declaring a State of Emergency, and enacting the powers of Chapter 14, Article III, Emergency Management providing for conflict and an effective date.

From: Penny Overstreet, City Clerk

RECOMMENDATION: Motion to approve the ratification of the resolution adoption action taken on August 28, 2023.

BACKGROUND: Governor DeSantis signed Executive Order No. 23-172 on August 28, 2023. Flagler County was one of the forty-six Florida counties named in the Declaration of Emergency due to the imminent approach of Hurricane Idalia, forecasted to strike Florida's West Coast. A proactive measure was taken to have the mayor sign into effective Resolution 2023-16. In the event the storm impacted Flagler Beach causing damage that would be reimbursable through the Florida Department of Emergency Management and FEMA, the declaration would have to be in place to receive reimbursement. Fortunately, the storm did not impact our city. The resolution automatically terminated after a seven (7) day period and expired on Monday, September 4, 2023.

Attorney Smith advised ratification of the resolution approval was needed on the next regular agenda. The ratification will not reengage the resolution, it purely a formal action to recognize its adoption and provide the public notice and opportunity for public comment which was not possible, due to the circumstances.

BUDGETARY IMPACT: N/A

PERSONNEL: City Clerk, City Attorney

POLICY/REQUIREMENT FOR BOARD ACTION: Motion to approve the ratification of Resolution 2023-16.

IMPLEMENTATION/COORDINATION: City Clerk

Attachments

- Resolution 2023-16

Resolution 2023-16

DECLARATION OF STATE OF EMERGENCY 2023-01

A DECLARATION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, DECLARING A STATE OF EMERGENCY, AND ENACTING THE POWERS OF CHAPTER 14, ARTICLE III, EMERGENCY MANAGEMENT PROVIDING FOR CONFLICT AND AN EFFECTIVE DATE.

WHEREAS, on August 28, 2023 by Executive Order Number 23-172, Governor Ron DeSantis declared a State of Emergency for 46 counties, including Flagler County, in the State of Florida due to the imminent approach of Tropical Storm Idalia which is forecasted to become a major hurricane and strike Florida's West Coast; and

WHEREAS, on August 28, 2023 the Flagler County Board of County Commissioners adopted a Proclamation declaring a State of Local Emergency; and

WHEREAS, on August 28, 2023 the Flagler Beach City Commission approved Declaration of State of Emergency 2023-01 declaring the State of Emergency in the City of Flagler Beach; and

WHEREAS, the City Officials and staff are following the orders and recommendations of the Florida Division of Emergency Management, and our County Emergency Manager, and

WHEREAS, the health safety and welfare of the City of Flagler Beach residents, business, and visitors and staff is of the utmost importance to the City, additional future measures may be needed to protect the community, and to enable the City to respond to situations it is necessary to waive the procedures and formalities otherwise required of the City; and

WHEREAS, the Flagler Beach Code of Ordinance, Chapter 14, Article III, Emergency Management, empowers the City Commission to declare that a state of emergency exists within the City, consistent with Chapter 252, Florida Statutes; and

WHEREAS, Section 252.38(3), Florida Statutes, provides authority for local governments, such as the City of Flagler Beach, to take actions in emergency situations and to waive the procedures and formalities otherwise required of political subdivisions by law pertaining to: performing of public work and taking whatever action is necessary to ensure the health, safety, and welfare of the community; entering into contracts; incurring obligations; employing of permanent and temporary workers; utilizing of volunteer workers; renting equipment; acquiring and distributing, with or without compensation, of supplies, materials and facilities; and appropriating and expending of public funds.

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

SECTION 1. The City Commission of the City of Flagler Beach, does hereby find that the

circumstances set forth above do indeed continue to exist, and that the damage caused from poses Tropical Storm Idalia a serious threat to the lives and property of the residents of the City of Flagler Beach and that a state of local emergency is hereby extended, effective immediately, pertaining to all territory within the legal boundaries and jurisdictional limits of the City of Flagler Beach.

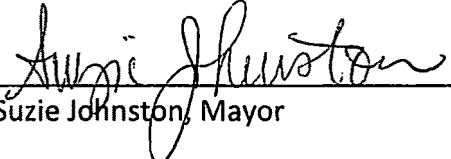
SECTION 2. The City Manager is hereby delegated the powers and authority to take all actions necessary to address the emergency situations that may arise as a result of the Tropical Storm Idalia in accordance with the provisions of State law and emergency management procedures or may have been adopted by the City, as well as by any State and Federal Disaster Assistance procedures.

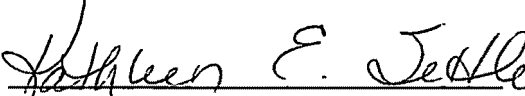
SECTION 3. This declaration shall become effective immediately upon its execution and shall terminate automatically within seven (7) days unless otherwise terminated or extended.

PASSED AND ADOPTED THIS 28TH DAY OF AUGUST 2023.

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

ATTEST:


Suzie Johnston, Mayor


Kathleen E. Settle, Deputy City Clerk



FLAGLER BEACH CITY COMMISSION

Item No. 17

Meeting Date: September 14, 2023

Issue: Consider voting membership scenarios for the River to Sea Transportation Planning Organization

From: Commissioner James Sherman

RECOMMENDATION: Provide consensus or motion to give direction to Commissioner Sherman to report to the River to Sea Transportation Planning Organization(R2CTPO) Governing Board regarding the City's desire to have a 1% vote instead of the current shared vote.

BACKGROUND: Currently the City's voting power on the Governing Board of the R2CTPO is shared with Beverly Beach, alternating each year. While the percentage of the vote is not much it does however provide a stronger voice, which in light of our current discussions to submit projects may be a benefit.

BUDGETARY IMPACT:

PERSONNEL: Commissioner Sherman

POLICY/REQUIREMENT FOR BOARD ACTION: Provide direction

IMPLEMENTATION/COORDINATION:

Attachments

- Current and Proposed Metropolitan Planning area boundaries
- R2CTPO Current voting membership

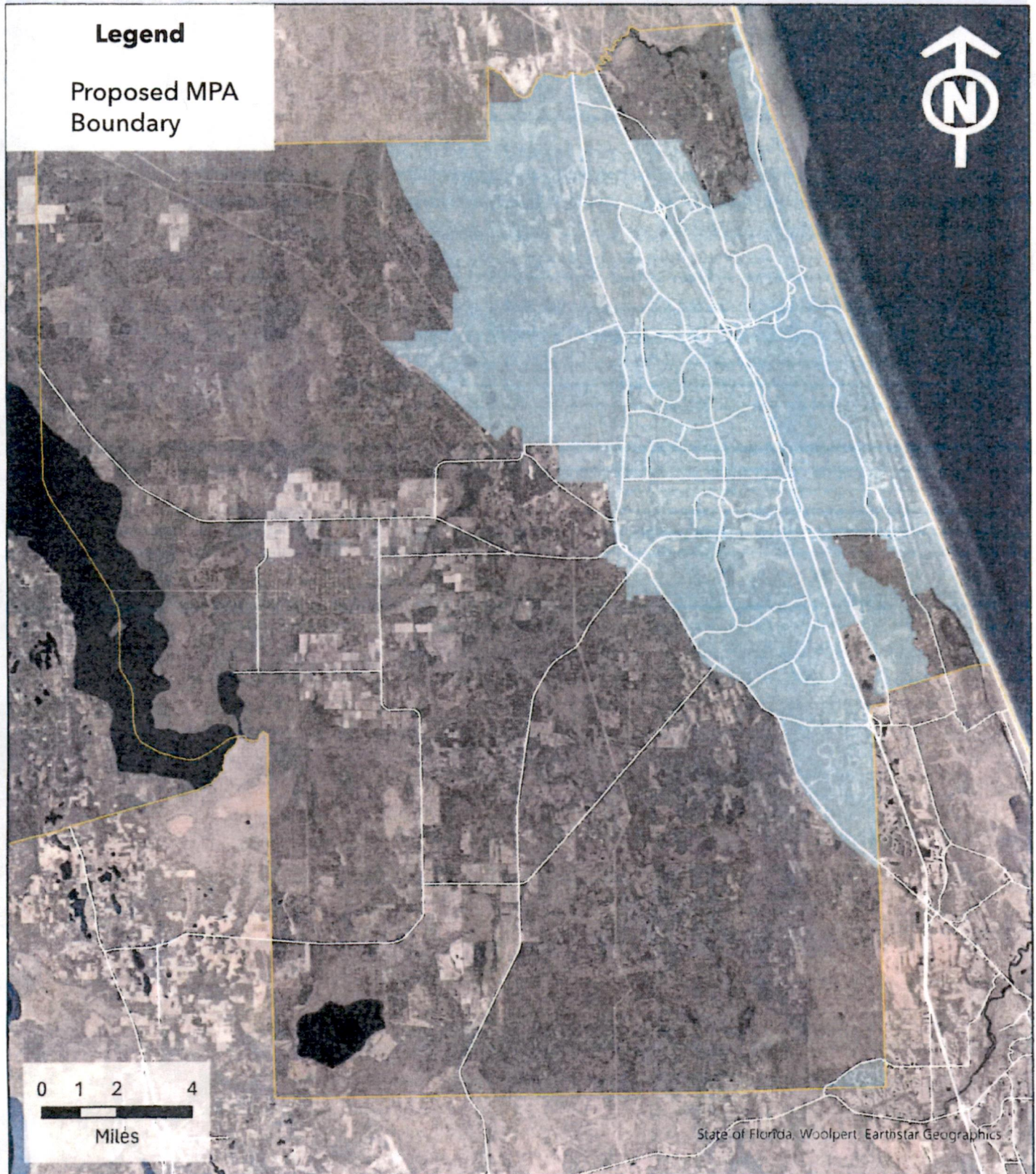
River to Sea TPO Metropolitan Planning Area (MPA) - Flagler County

Scenario 1: Smoothed Containing New Census 2020 Urban Areas



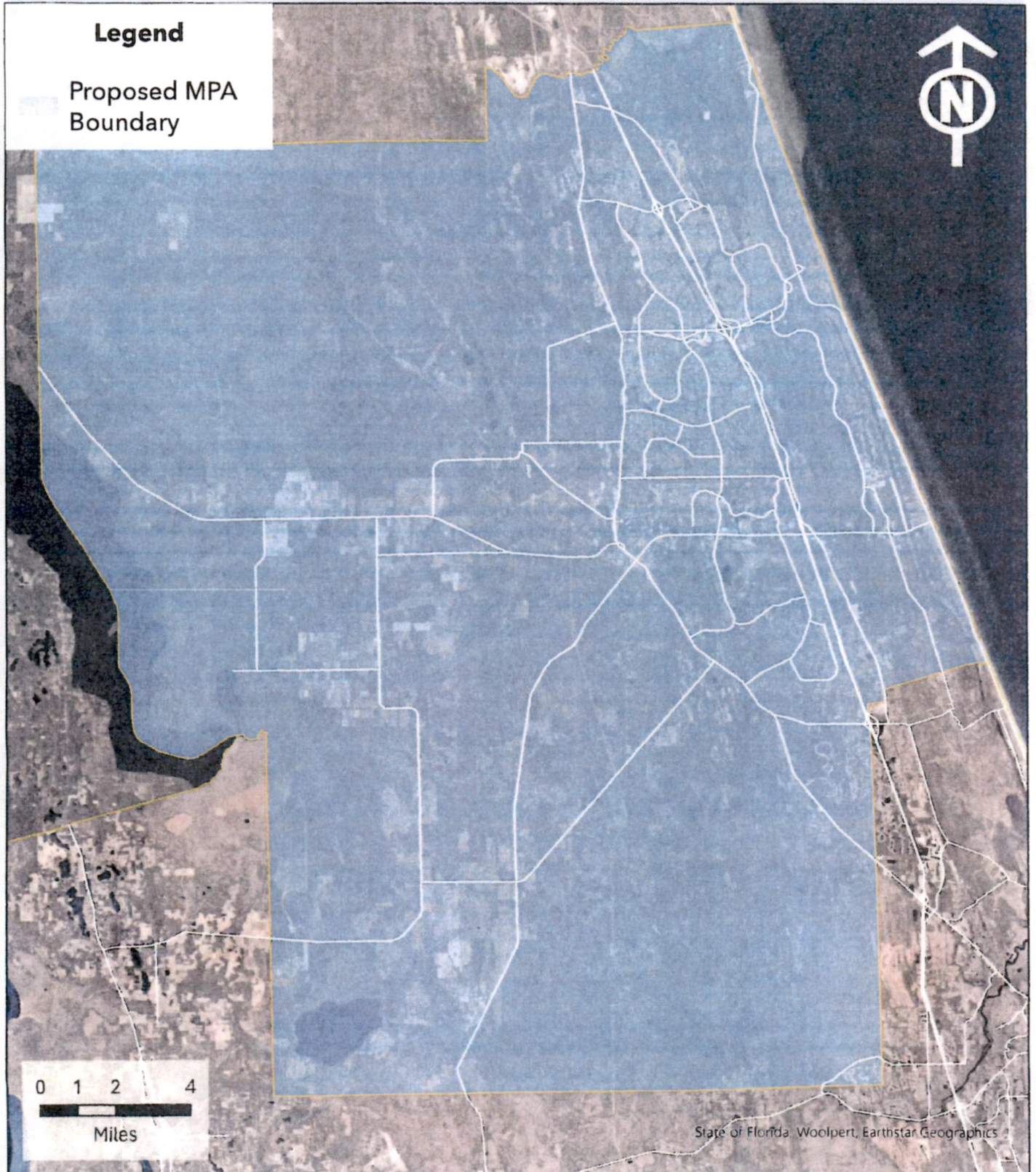
River to Sea TPO Metropolitan Planning Area (MPA) - Flagler County

Scenario 2: New Census 2020 Urban Areas & All of Palm Coast Mun. Limits



River to Sea TPO Metropolitan Planning Area (MPA) - Flagler County

Scenario 3: All of Flagler County



River to Sea TPO Governing Board Membership

CURRENT VOTING MEMBERSHIP				POPULATION UPDATES	
Jurisdiction	Seats	2018 BEBR Population (Current)	2018 Seat Weight (Current)	2020 Census Population	2022 BEBR Population Estimate
County Representation	6	122,522	33.33%	133,667	135,207
Volusia County	1	116,678	6.35%	116,397	116,945
Volusia County	1		6.35%		
Volusia County	1		6.35%		
Volusia County	1		6.35%		
Volusia County	1		6.35%		
Flagler County ¹	1	5,844	1.59%	17,270	18,262
Municipal Representation	13	506,579	66.67%	535,266	561,822
Larger City Total	12	484,985	63.82%	511,419	537,058
Deltona	1	91,007	11.98%	93,692	95,918
Palm Coast ¹	1	84,575	11.13%	89,258	96,504
Daytona Beach	1	66,267	8.72%	71,488	77,633
Port Orange	1	61,009	8.03%	62,596	64,230
Ormond Beach	1	41,140	5.41%	43,080	44,677
DeLand	1	34,106	4.49%	37,351	29,282
New Smyrna Beach	1	26,407	3.48%	30,142	31,380
Edgewater	1	23,319	3.07%	23,097	23,855
DeBary	1	20,774	2.73%	22,260	23,336
South Daytona	1	12,703	1.67%	12,865	13,362
Holly Hill	1	11,958	1.57%	12,958	12,983
Orange City	1	11,720	1.54%	12,632	13,898
Small Cities Alliance	1	21,594	2.84%	23,847	24,764
* Flagler Beach	Shared	4,726	-	5,160	5,254
Daytona Beach Shores	Shared	4,294	-	5,179	5,279
Ponce Inlet	Shared	3,111	-	3,364	3,391
Lake Helen	Shared	2,752	-	2,842	2,974
Bunnell ¹	Shared	2,598	-	3,276	3,752
Oak Hill	Shared	1,997	-	1,986	2,036
Pierson	Shared	1,760	-	1,542	1,564
Beverly Beach	Shared	356	-	474	490
Marineland		-	-	12	12
TOTAL	19	629,101		668,933	697,029

¹ Current Population and Voting Weight for Bunnell, Palm Coast, and Unincorporated Flagler County represents the population within the current planning area only. 2020 and 2022 Population for these areas represents the entire municipal boundary.



FLAGLER BEACH CITY COMMISSION

Item No. 18 - Staff Reports City Clerk

Meeting Date: September 14, 2023

Issue: Margaritaville Hotel by Compass, Construction

From: Penny Overstreet, City Clerk

RECOMMENDATION: No action necessary.

BACKGROUND: At the August 30th Pre-construction meeting staff held with the Hotel Developer and his contractor, staff was advised the concrete deliveries will occur after 7:00 p.m. approximately once per week for a three-week period. The contractor advised this is a low noise operation but wanted the city to be aware on this activity. Staff assumed a waiver would be necessary however, I discovered the code before amendment had codified construction hours of 7:00 a.m. to 7:00 p.m., but apparently the noise regulation removed those hours and instituted the maximum sound levels in its place.

Staff is providing this information for transparency purposes.

Sec. 13-27. Noise level exemptions.

The following uses and activities shall be exempt from this article's noise level regulations except as listed in table 1.

(3) Construction operations for which building permits have been issued, or construction operations not requiring permits due to ownership of the project by an agency of government; providing all equipment is operated in accord with the manufacturers' specifications and with all standard equipment, mufflers and noise-reducing equipment in use and in proper operating condition.

**TABLE 1
MAXIMUM SOUND LEVELS FOR
USE OCCUPANCY CATEGORY
RECEIVING LAND USE**

Use Occupancy Category ¹	Time	Maximum Sound Level Limit—dBA	Maximum Sound Level Limit—dBC
Residential ²	7:00 a.m.—10:00 p.m.	60	65
	10:00 p.m.—7:00 a.m.	55	60
Commercial or Tourist	7:00 a.m.—10:00 p.m.	70	75
	10:00 p.m.—7:00 a.m.	65	70
Light Industrial	At all times	75	80

BUDGETARY IMPACT: None

PERSONNEL:

POLICY/REQUIREMENT FOR BOARD ACTION: None

IMPLEMENTATION/COORDINATION: N/A

•



FLAGLER BEACH CITY COMMISSION

Item No. 18 - Staff Reports City Clerk

Meeting Date: September 14, 2023

Issue: Reach a consensus on who speak on behalf of the City at the Legislative Delegation Meeting & Public Forum.

From: Penny Overstreet, City Clerk

RECOMMENDATION: Provide staff with your consensus on who will speak on behalf of the city for its 2023/2024 Legislative Priority requests.

BACKGROUND: Annually the County hosts the Flagler County Legislative Delegation Meeting and Public Forum. Mr. Martin sent the Legislative Priorities Request to Administrator Petito on August 25th. Senator Hutson's Office has requested notification for speakers at the meeting.

BUDGETARY IMPACT: None at this time.

PERSONNEL:

POLICY/REQUIREMENT FOR BOARD ACTION: Provide direction to Staff.

IMPLEMENTATION/COORDINATION: City Clerk, City Manager

Attachments

- Meeting Notice
- Legislative Priority requests



Senator Travis Hutson, Chair



Representative Paul Renner, Vice-Chair



NOTICE OF PUBLIC MEETING

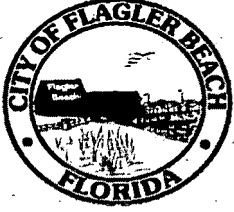
FLAGLER COUNTY LEGISLATIVE DELEGATION MEETING AND PUBLIC FORUM

- Date:** October 13, 2023
3:00 p.m. to 5:00 p.m.
- Location:** Flagler County Commission Chambers
1769 Moody Blvd., Building 2
Bunnell, Florida 32110
- Purpose:** The Flagler County Legislative Delegation will hear public testimony on general issues, legislation, local bills and appropriations.
- Contact:** Anyone looking to be placed on the October 13, 2023, agenda must contact Danielle Curbow with Senator Travis Hutson's office at 386-446-7610, prior to October 6, 2023.

In accordance with the Americans with Disabilities Act (ADA), and Chapter 286.26, Florida Statutes, persons in need of special accommodations to participate in the meeting, including agendas, interpreters or assisted listening devices, shall contact the office of Senator Travis Hutson no later than two (2) weeks prior to the meeting so that accommodations can be satisfied.

###

Please take notice that individual Elected Officials of the City of Flagler Beach may attend this meeting. The Elected Officials who attend will not take any action or take any vote at this meeting. This is not an official meeting of the Flagler Beach City Commission. This notice is being provided to meet the spirit of the Sunshine Law to inform the public that Elected Officials may be present at this meeting. 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.



City of Flagler Beach

P.O. Box 70 • 105 South Second Street
Flagler Beach, Florida 32136
Phone (386) 517-2000

August 25, 2023.

Ms. Heidi Petito
County Administrator, Flagler County
1769 E. Moody Blvd., Bldg 2
Bunnell, FL 32110

Ms. Petito:

On behalf of the City of Flagler Beach City Commission, please consider the following projects as the City's Legislative Priorities:

1. *Lambert Avenue Water Main Extension.* The City of Flagler Beach maintains and operates a municipal water system. This system, which includes extraction, treatment, and distribution, supports the City's residents and businesses. A critical shortcoming of the system, though, is the lack of redundancy: only one sixteen-inch transmission main crosses (below) the Atlantic Ocean Intracoastal Waterway (AICW). Due to that sole crossing, the transmission network is not effectively "looped," especially at the north end of the City's service area east of the AICW. This systemic shortcoming puts water system users at increased risk if the sole crossing were damaged or severed or if water at the north end of the system is not adequately circulated.

The estimated cost to design an extended water main north on Lambert Avenue and then cross the AICW as a redundant service and additionally "loop" the system is approximately \$300,000. The estimated cost of construction for the extended water main is approximately \$3,000,000. The City of Flagler Beach requests an appropriation of \$1,650,000, which the City would similarly match, to design and construct the Lambert Avenue Water Main Extension.

2. *Flood Mitigation Measures for City Facilities.* Several City facilities are vulnerable to storm surge and flooding, especially those located in the vicinity of the AICW. These facilities include the Police and Fire stations; a 1,000,000-gallon water storage tank; two City Maintenance facilities, and the Library. Although a berm is currently being designed to protect this general area, additional equipment can be utilized to enhance protection in specific areas.

The estimated cost for sufficient protective measures (HydroDefense Flood Planks) is approximately \$150,000. The City requests an appropriation of \$150,000 for the purchase of an estimated twenty flood planks.

Mr. Dale L. Martin, City Manager; dmartin@cityofflaglerbeach

The Flagler Beach City Commission respectfully submits these two projects for consideration as part of the Flagler County comprehensive 2024/2025 Legislative Priorities. These projects will enhance the health, safety, and welfare of Flagler Beach residents during all phases of an emergency: preparedness, response, recovery, and mitigation.

Given the need for these projects, the City will also pursue alternative funding through federal, state, and regional agencies.

If you desire additional supporting documentation, please contact me.

Sincerely,



Dale L. Martin
City Manager

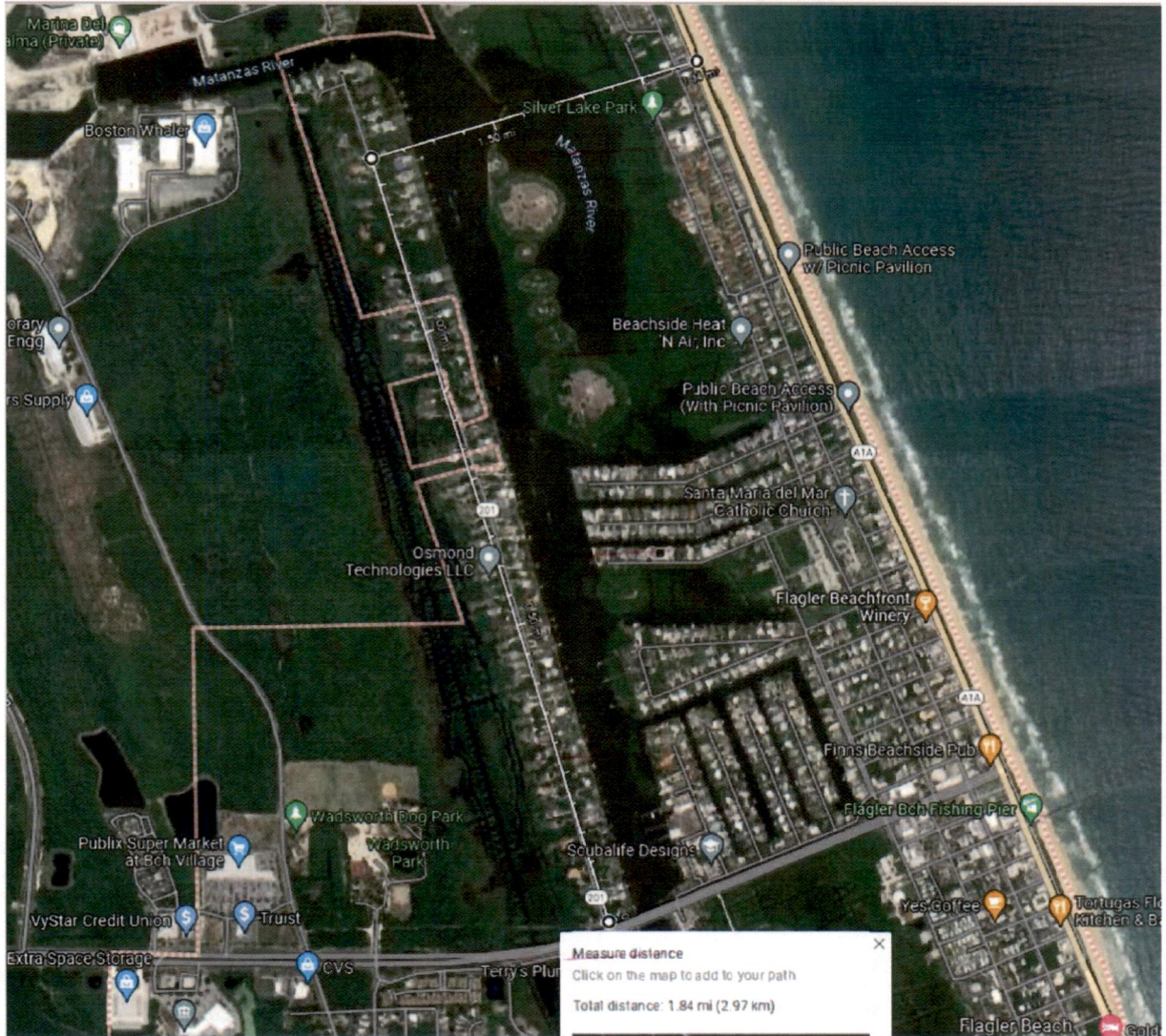
Cc: Flagler Beach City Commission
E. Fernandez, Anfield Consulting

Encl: Map, Lambert Avenue Water Main Extension and AICW Crossing
Cost Estimate, Water System Improvements
Cut Sheet, PS Flood Barriers HydroDefense Flood Plank

Mr. Dale L. Martin, City Manager; dmartin@cityofflaglerbeach

**Proposed Lambert Avenue Water Main Extension and
Atlantic Ocean Intracoastal Waterway Crossing**

(depicted in white)



Flagler Beach Additional Storage at WTP and Redundant WM River Crossing
Order of Magnitude Project Cost Estimate
Revised 8/8/23

Description: Project involves addition of a 1MG ground storage tank (GST) on existing water treatment plant (WTP) site. Project also involves construction of 16" water main (WM) along Lambert Avenue from SR100, then cross the Matanzas River at N 17th Street and along N. 17th Street to SRA1A

Item	Description	Est. Qty	Unit	Est. Unit Price	Est. Extended Cost
1	Mobilization	1	LS	\$ 75,000	\$ 75,000
2	MOT/Soil & Erosion Control/Etc.	1	LS	\$ 60,000	\$ 60,000
3	GST Site Prep	1	LS	\$ 90,000	\$ 90,000
4	GST Site Piping	1	LS	\$ 120,000	\$ 120,000
5	1MG GST	1	LS	\$ 1,600,000	\$ 1,600,000
6	GST Painting	1	LS	\$ 55,000	\$ 55,000
7	GST Chlorination/Activation	1	LS	\$ 25,000	\$ 25,000
8	16" WM Tie-ins	2	EA	\$ 25,000	\$ 50,000
9	16" HDPE via HDD (Upland)	6800	LF	\$ 175	\$ 1,190,000
10	16" HDPE via HDD (Subaqueous)	2400	LF	\$ 300	\$ 720,000
11	16" PVC via Open Cut	500	LF	\$ 65	\$ 32,500
12	16" Valves	10	EA	\$ 7,900	\$ 79,000
13	Fittings	1	LS	\$ 85,000	\$ 85,000
14	Restoration	1	LS	\$ 75,000	\$ 75,000
15	General Conditions	1	LS	\$ 100,000	\$ 100,000
Subtotal					\$ 4,356,500
20% Contingency					\$ 871,300
15% Design/ Permitting/CEI					\$ 653,475
Total					\$ 5,881,275

Notes:

1. Mead & Hunt does not guarantee estimate; actual costs may vary.
2. HDD costs provided by regional specialty contractor.



100%
Customizable



Stackable Planks



Quick Deployment

HYDRODEFENSE® FLOOD PLANK XL (FP-535)

FOR FLOOD PROTECTION ON LARGE OPENINGS, THE BEST DEFENSE IS HYDRODEFENSE®

The HydroDefense® Flood Plank XL (FP-535) from PS Flood Barriers™ is the most dependable way to protect large openings like driveways, loading docks, storefronts, retaining walls and full building perimeters from the advance of flood water. Specifically engineered to protect extra-large openings, the HydroDefense system is custom built using our proprietary flood planks, also known as stop logs, to address your distinct flood vulnerabilities. The HydroDefense Flood Plank XL is stored away from your opening, providing the perfect solution when you need protection in place only at the time of flooding.

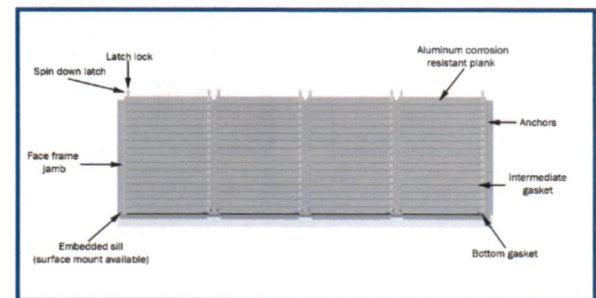
EASY DEPLOYMENT

- No sealant required on planks during deployment – watertight protection that deploys quickly without mess or dry time
- Identical flood planks of symmetrical shape allow for quick assembly because planks fit either way
- Easy-grip construction makes part handling simpler and safer
- Fewer pieces to track mean less stress during assembly
- Easy-to-replace seal can be changed in the field in minutes



KEEPS WATER OUTSIDE WHERE IT BELONGS

- Rugged extruded-aluminum planks and durable gaskets are tested to withstand the rigors and unpredictable nature of flooding
- Components are engineered to integrate together to form a structural watertight wall
- Rugged T-Lock seal is mechanically locked in place



CUSTOMIZABLE, ADJUSTABLE AND SAFE – HYDRODEFENSE MAKES MORE SENSE

- 100% customizable to meet virtually any building or large area opening requirements
- Unique spin-down latches enable walls to be set up with varying heights (instead of all or nothing)
- Lockable spin-down latches allow the deployed barrier to lock in place
- Affordable replacement seals make it easier to keep a well-maintained flood solution

Ask About Our Other Flood Barriers For Large Openings:



Self-closing
Flood Barrier



Vertical Lift
Flood Barrier



Sliding
Flood Barrier

STANDARD TECHNICAL DATA

MATERIAL:

- **Flood Planks and Frame:** 6000 series aluminum alloy
- **Seal:** UV Resistant EPDM (High-grade material)
- **Installation:** To be installed to structural walls, typically concrete or masonry
- **Floor Surface:** Seals to existing floor surface or optional embedded steel sill
- **Mullions:** Removable mullions create a sectional barrier of any length

HARDWARE:

- Spin-down compression latches with security locking

PERFORMANCE RATING:

- Tested to the American National Standard for Flood Abatement Equipment, ANSI/FM 2510 2014, section 4.3.3, for water protection up to 12 feet

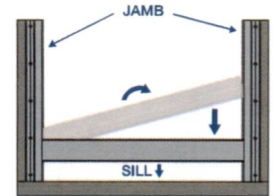
DEPLOYMENT INSTRUCTIONS:

Step 1. Remove cover assembly from jambs and spray jamb seals with a water-soap mixture.



Step 2. Install the plank that is labeled "Bottom Plank" first. This plank is unique and the gaskets have been factory sealed to ensure a watertight junction with the sill.

- Place one corner of the bottom plank into the jamb.
- Angle the opposite end of the plank upward until it clears the opposite jamb.
- Slide the plank into the jamb, taking care to not tear the jamb gasket.
- Level plank and slide down.
- Center the plank between the jambs and ensure that the plank fully overlaps both jamb gaskets.



Step 3. Install the intermediate planks in the same manner as the bottom plank, ensuring that each plank is fully seated onto the plank below. If this is not achieved, lift and re-seat the plank on the plank below before continuing.

Step 4. Install latching, making certain to tighten both latch sides evenly to compress planks uniformly. Tighten latch bolts to a torque of 100 in.-lb. To ensure that the gaskets are compressed uniformly, measure from the floor to the top plank on both ends. These dimensions are required to be within 1/4" of each other. Use of supplied latch-lock is optional but recommended in locations where tampering of the HydroDefense™ Flood Plank Wall System is prevalent.



Item

18

Staff

Reports

Beach/Parks/Recreation

Weekly Highlights August 30, 2023

- Lifeguard staff spent the majority of the day on Tuesday preparing for the forthcoming hurricane conditions on Wednesday. Towers were removed from the beach and all buildings and equipment were secured. We are encouraging people not to plan on visiting the beach on Wednesday.
- As the temperatures continue to be hot, we are reminding people to stay hydrated and be conscious of too much activity in the heat. As always, after the storm passes, lifeguards are always encouraging swimmers to always swim in front of a lifeguard tower and always seek shelter indoors when lightning is present.
- Ocean Rescue will have a full staff on duty throughout the Labor Day weekend.
- We will be distributing free boat kits in preparation for our annual "Raingutter Regatta" during our September First Friday. The races are scheduled for October First Friday.

Beach/Parks/Recreation

Weekly Highlights September 6, 2023

- Labor Day weekend was a busy weekend for lifeguards as offshore storms created heavy surf conditions and a high risk of rip currents. As of September 5, lifeguards will be on the beach weekends only and there will be no lifeguard coverage on weekdays. Weekend coverage will continue through the end of October.
- Our September First Friday was well attended and we were able to pass out free "Raingutter Regatta" boat kits to anyone who is interested in entering the races which will take place at our October First Friday.
- The damage windscreens on the tennis courts at Wickline Park have been replaced with new heavy-duty screens.
- The annual 9/11 ceremony which traditionally has taken place on the pier will be relocated to Veterans Park on Monday, September 11.

FBFD Operational Response Report

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

- Number of incidents responded to over the dates listed below.
- Incident types.
- Total number of incidents for 2023.

Report Conducted: August 10th -August 16th

Flagler Beach Fire Department

Captain Stephen Cox

Scox@Fbfire.org



Weekly Incident Response Data

Last 7 Days ▾ Aug 10, 2023 - Aug 16, 2023 ▾

44%

FIRE
Percentage of Total Incidents

56%

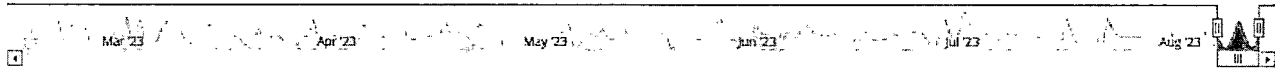
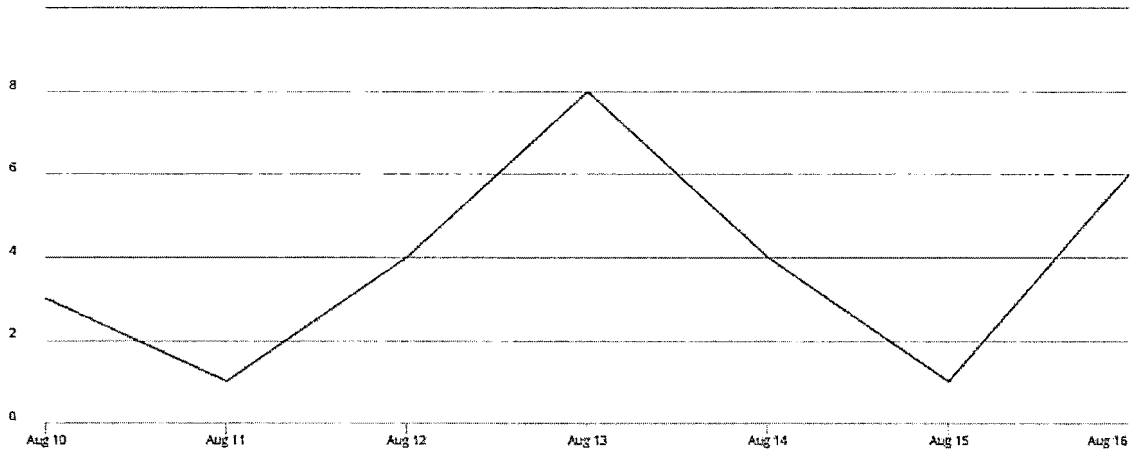
EMS
Percentage of Total Incidents

27

INCIDENTS
In Selected Time Slice

7

DAYS
In Selected Time Slice



	8/10/23	8/11/23	8/12/23	8/13/23	8/14/23	8/15/23	8/16/23	8/17/23	8/18/23	8/19/23	8/20/23	8/21/23	8/22/23	Total
(10) Fire, other			1											1
(16) Special outside fire	1													1
(32) Emergency medical service (EMS) incident	2		2	5	3		3							15
(44) Electrical wiring/equipm. problem							1							1
(53) Public service assistance				1	1									2
(51) Dispatched and canceled en route				2			1							3
(52) Wrong location, no emergency found		1					1							2
(70) False alarm and false call, other						1								1
(74) Unintentional system/detect... operation (no fire)			1											1
Total	3	1	4	8	4	1	6							27

Total Number of Incident for 2023

1013

Penny Overstreet

From: Robert Pace
Sent: Thursday, August 24, 2023 12:04 PM
To: Dale Martin
Cc: Penny Overstreet; Kathleen Settle
Subject: Weekly Highlights

Mr. Martin,

The following are the weekly highlight that took place 08/10/23 – 08/24/23;

- Monthly Chief's Meeting

The Monthly Chief's Meeting took place at the EOC. Several items were discussed in the meeting. All chiefs were in agreement that ESO representative should share incident report data amongst themselves to insure uniformity within the county. Proper PPE for line fire fighters, post COVID came into question. Donning face mask will only be mandated while working in the back of the rescue unit or if the call warrants it (respiratory issues/infectious diseases). New street locations have been updated by Flagler County GIS. The GIS technicians will follow up with hydrant locations, the E-911 System, and future plats. Target hazards were updated through CFI accreditation. The Interagency Policy Team will make their next presentation on policy revisions at the Monthly Chief's Meeting in September. Web CAD is to be set up and utilized at each fire station within the county.

- Fire Service Course Design Class

As mentioned in a recent report, the State Certified Fire Service Course Design Class was instructed in the department's training room 08/14/23 – 08/19/23. Students that attended represent several agencies within the region. The curriculum draws from many recognized authorities in exploring the methods and mechanics of imparting information and adult learning principles. The course emphasizes techniques which have wide application in teach situations, as well as devices for specific training areas. The course also stresses measuring teaching effectiveness, and the use of media and visual aids. Fire and Emergency Services Instructor Book 9th Edition was utilized for the class.

- Structure Fire at the Next-Door Beach Bistro

C Shift's crew were busy with structure fires as of late. I outlined in the report two weeks ago, the excellent job this crew did with a quick down on what had the potential to be a significant structure fire in the annex Budling of Santa Maria Del Mar Catholic Church. This same crew were toned out on Thursday 08/10/23 for a structure fire at the Next-Door Beach Bistro. It was an electrical fire and with the quick actions of the crew, the fire was kept to the exterior of the building. FPL did an outstanding job in restoring power and the business was able to reopen two days later. I received this e-mail from the business owner (Tony Marlow) after the call. "Good morning Bob, I just like to thank you and the Flagler Beach Fire Department for your help the other day when there was an electrical fire at the Next-Door Beach Bistro. Your swift response was greatly appreciated. As always, if we can ever help you guys in anyway, please don't hesitate to call me. Thanks again and kind regards. Tony Marlow" I simply replied to Mr. Marlow that the Flagler Beach Fire Department is always happy to serve.

- Revisions on ICS 214s Hurricanes Ian & Nicole

The department is always committed to submitting quality 214s in the midst and aftermath of a storm. We all so pride ourselves in doing this in a prompt timeframe. Although a thorough mindset is instilled into staff when completing this documentation, unfortunately, there are typically items missed. This was the case for the city's most recent storms, Hurricanes Ian & Nicole. Three of the department's officers, Lieutenants Rainey and Evans, as well as Captain Cox conducted a Zoom meeting with the IEM Representative (Niki Boyette). The officers and Ms. Boyette went through each 214 to identify any discrepancies. The majority of issues involved obtaining full credit for all equipment utilized and recognizing staff members that were assigned to another crew. I pleased to announce that all revisions were made and the 214s for both storms are completed.

- Service Dog Visits

I met with FF/PM Rob Errette to discuss a program involving a service dog. FF/PM Errette is employed by Flagler County Fire Rescue and is assigned to Community Paramedicine. FF/PM Errette advised me in our meeting that Community Paramedicine has been utilizing a service dog to visit some of their regular patients throughout the county. He went on to explain that he would like to utilize the service dog (Taco/a Lab) to conduct station visits for fire crews and that the other chiefs supported the idea. I obviously agreed and support the idea as well. With a huge focus being placed on the mental well-being of first responders, this is viewed as just another positive outlet for public safety members. Taco will begin his visits over the next couple of months.

- Annual Inspection/Service of AEDs

The last annual inspection of equipment for the year is the department's Automatic External Defibrillators (AEDs). This involves inspecting all parts, hardware and recalibrating the machines. Lieutenant Rainey is the department's EMS Coordinator and she is working with the technician on scheduling this year's visit. The department is tentatively scheduled for the inspection/service of AEDs over the next couple of weeks.

- Impact Issues

Both FBFD and FBOR are expecting busy beach days and thousands of visitors to the city. In addition, the Perch-A-Thon Event will be taking place in Veterans Park 08/25/23 – 08/27/23. This event is also expected to bring hundreds of visitors to the city over the weekend.

I look forward to talking to you soon.

Thanks,

Robert Pace

Fire Chief

Flagler Beach Fire Rescue

320 S. Flagler Ave

Flagler Beach, Florida 32136

Office-386-517-2010

Cell-386-276-0405

FBFD Operational Response Report

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

- Number of incidents responded to over the dates listed below.
- Incident types.
- Total number of incidents for 2023.

Report Conducted: August 17th -August 23rd

Flagler Beach Fire Department
Captain Stephen Cox
Scox@Fbfire.org



Weekly Incident Response Data

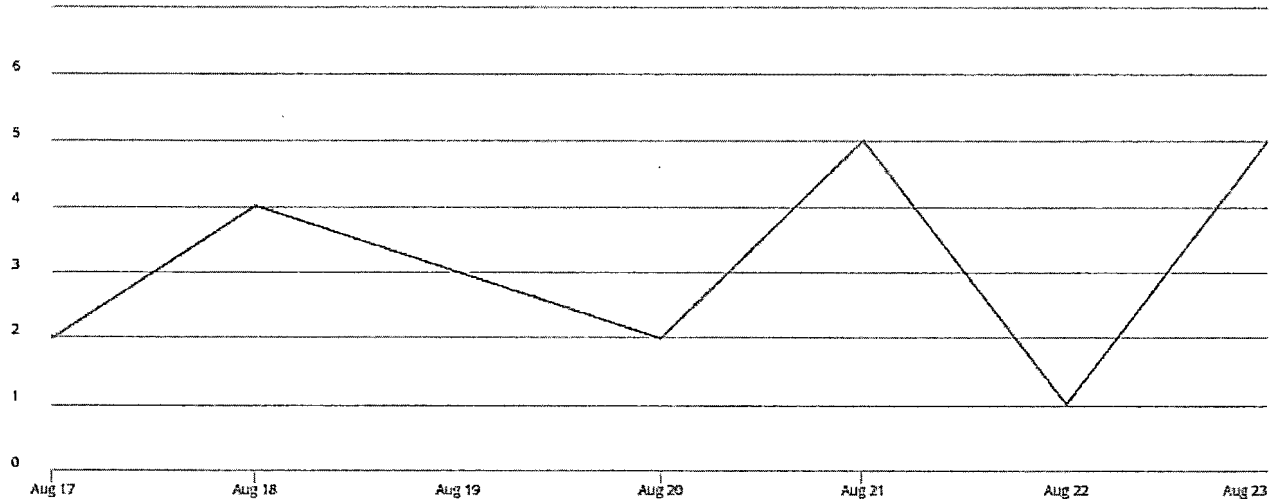
Last 7 Days ▾ Aug 17, 2023 - Aug 23, 2023 ▾

41%
FIRE
 Percentage of Total Incidents

59%
EMS
 Percentage of Total Incidents

22
INCIDENTS
 In Selected Time Slice

7
DAYS
 In Selected Time Slice



Mar '23 Apr '23 May '23 Jun '23 Jul '23 Aug '23

	8/17/23	8/18/23	8/19/23	8/20/23	8/21/23	8/22/23	8/23/23	8/24/23	8/25/23	8/26/23	8/27/23	8/28/23	8/29/23	Total
(32) Emergency medical service (EMS) incident	2		3	2	2	1	3							13
(55) Public service assistance		1					1							2
(61) Dispatched and canceled en route		2			1		1							4
(70) False alarm and false call, other					2									2
(74) Unintentional system/detect... operation (no fire)		1												1
Total	2	4	3	2	5	1	5							22

Total Number of Incident for 2023

1035

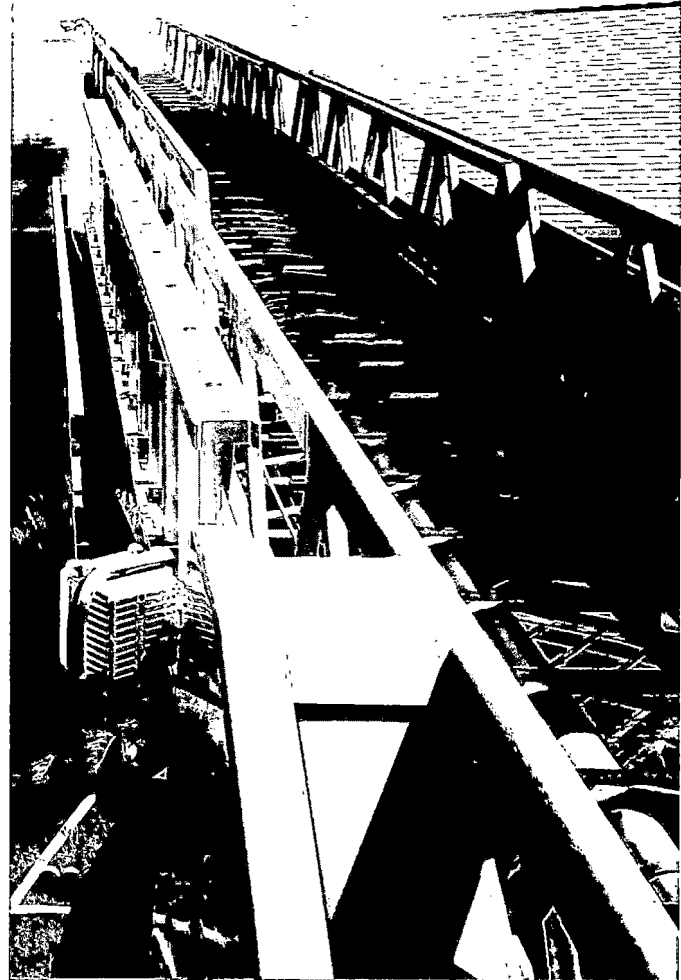
FBFD Operational Response Report

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

- Number of incidents responded to over the dates listed below.
- Incident types.
- Total number of incidents for 2023.

Report Conducted: August 24th -August 30th

Flagler Beach Fire Department
Captain Stephen Cox
Scox@fbfire.org



Weekly Incident Response Data

Last 7 Days ▾ Aug 24, 2023 - Aug 30, 2023 ▾

55%

FIRE
Percentage of Total Incidents

45%

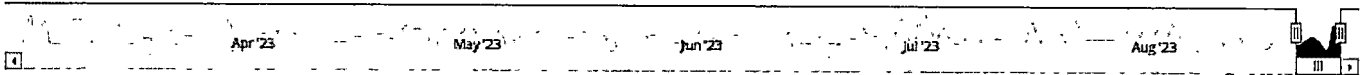
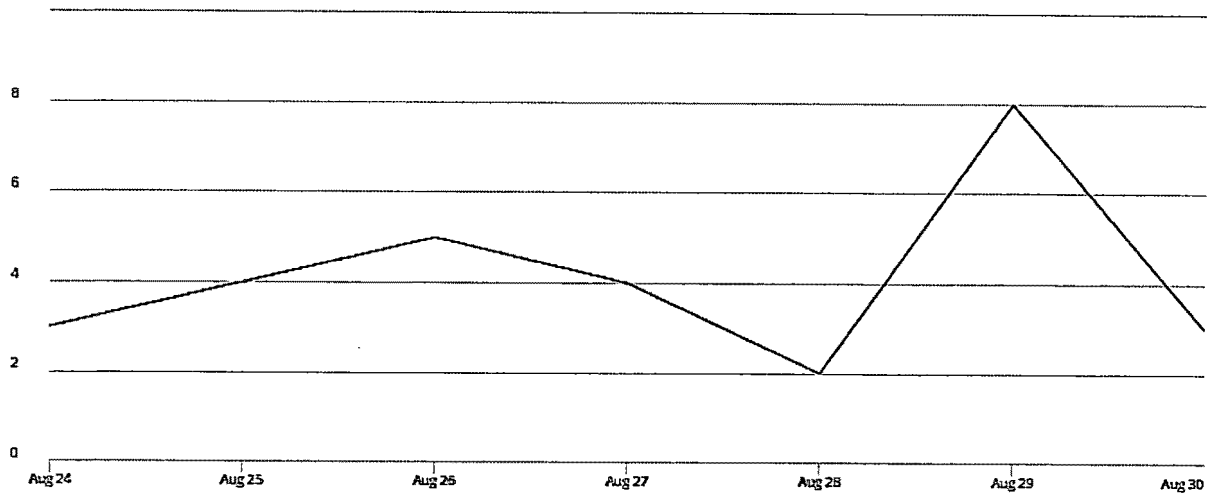
EMS
Percentage of Total Incidents

29

INCIDENTS
In Selected Time Slice

7

DAYS
In Selected Time Slice



	8/24/23	8/25/23	8/26/23	8/27/23	8/28/23	8/29/23	8/30/23	8/31/23	9/1/23	9/2/23	9/3/23	9/4/23	9/5/23	Total
(14) Natural vegetation fire			1											1
(32) Emergency medical service (EMS) incident	2	1	2	3		4	1							13
(44) Electrical wiring/equipm. problem		1		1										2
(55) Public service assistance		1				1								2
(61) Dispatched and canceled en route	1		2		2	2								7
(62) Wrong location, no emergency found		1												1
(70) False alarm and false call, other						1	2							3
Total	3	4	5	4	2	8	3							29

Total Number of Incident for 2023

1064

Penny Overstreet

From: Robert Pace
Sent: Thursday, August 31, 2023 1:48 PM
To: Dale Martin
Cc: Penny Overstreet; Kathleen Settle
Subject: Weekly Update

Mr. Martin,

As you are well aware, I have spent much time with family after the passing of my mother. During this time, I was consumed with responsibilities that coincide with the end of life. Upon my return and prior for the rest of staff, the main focus and commitment this week was geared towards preparations of Hurricane Idalia. Chief Cox and all of staff did an excellent job in scheduling mandates, gathering supplies, equipment checks, obtaining additional/required equipment, and damage assessment. I will send you a full report next week.

- Impact Issues

Considering the storm has passed, a promising forecast, and the Labor Day Holiday, both FBOR and FBFD are expecting a very busy weekend for city beaches.

I look forward to talking to you soon.

Thanks,

Robert Pace

Fire Chief

Flagler Beach Fire Rescue

320 S. Flagler Ave

Flagler Beach, Florida 32136

Office-386-517-2010

Cell-386-276-0405



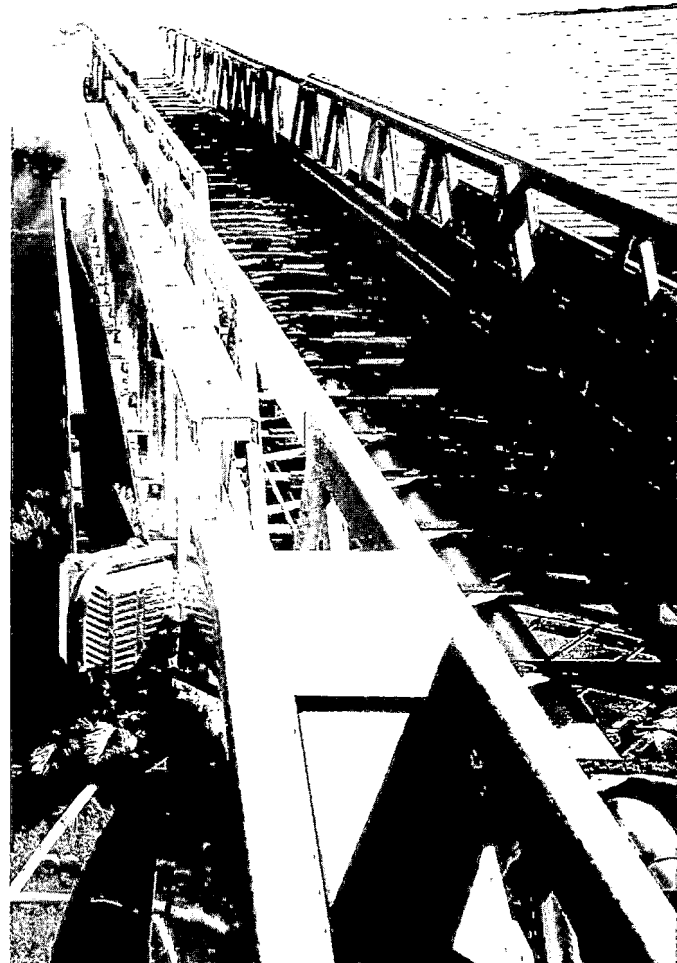
FBFD Operational Response Report

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Report Conducted: August 24th -August 30th

Flagler Beach Fire Department
Captain Stephen Cox
Scox@Fbfire.org



Weekly Incident Response Data

Last 7 Days ▾ Aug 24, 2023 - Aug 30, 2023 ▾

55%

FIRE
Percentage of Total Incidents

45%

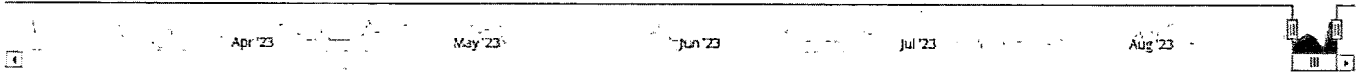
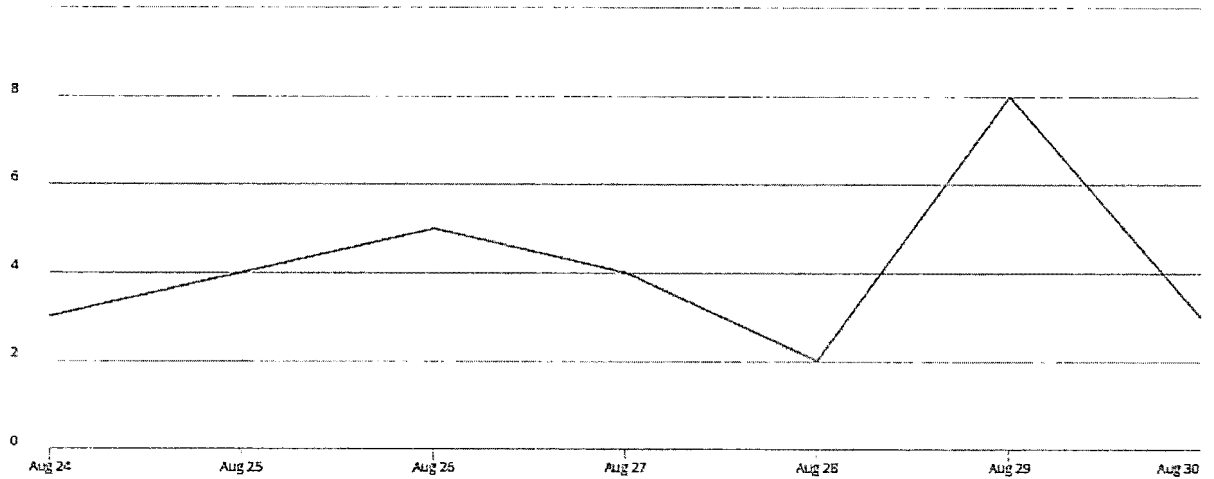
EMS
Percentage of Total Incidents

29

INCIDENTS
In Selected Time Slice

7

DAYS
In Selected Time Slice



	% Rows	% Columns	% All											
	8/24/23	8/25/23	8/26/23	8/27/23	8/28/23	8/29/23	8/30/23	8/31/23	9/1/23	9/2/23	9/3/23	9/4/23	9/5/23	Total
(14) Natural vegetation fire			1											1
(32) Emergency medical service (EMS) incident	2	1	2	3		4	1							13
(44) Electrical wiring/equipm. problem		1		1										2
(55) Public service assistance		1				1								2
(61) Dispatched and canceled en route	1		2		2	2								7
(62) Wrong location, no emergency found		1												1
(70) False alarm and false call, other						1	2							3
Total	3	4	5	4	2	8	3							29

Total Number of Incident for 2023

1064

Penny Overstreet

From: Robert Pace
Sent: Thursday, September 7, 2023 10:18 AM
To: Dale Martin
Cc: Penny Overstreet; Kathleen Settle
Subject: Weekly Highlights

Mr. Martin,

The following are the weekly highlights;

- Flagler Creates

I was contacted by Brenda Wotherspoon with Flagler Creates. Mrs. Wotherspoon reached out concerning a couple issues. The first is an upcoming scarecrow event in October. There will be several scarecrows decorated and placed around town. There will be multiple residents and businesses participating. Volunteer Firefighter Carrie Cardascia will be decorating a scarecrow and representing the department at the event. The second issue involved Flagler Creates repairing and painting the bulletin board in Wickline Park. Mrs. Wotherspoon advised once the board was repaired, she would like some new/updated flyers to be displayed. Deputy Chief Cox crafted three flyers for the bulletin board. There is a flyer encouraging homeowners to have physical addresses clearly marked for incoming public safety members. Another that reviews fire safety tips in the kitchen. The final flyer addresses generator safety and properly staging generators outside and away from the home. The completed flyers were delivered to Mrs. Wotherspoon.

- Appreciation from a Local Resident

I love hearing positive feedback from local residents regarding professionalism by staff and jobs well done. This week a lady came in the front lobby and was speaking with Larry Wolfe. I could hear the conversation from my office and was very pleased with what I was hearing. Our guest was explaining to Larry that her sister recently suffered a very significant cardiac episode and a BFD crew responded to her. It was A Shift's crew and every life-saving intervention was provided for the woman in distress. After quick life-saving measures were given, rapid transport took place. The visitor went on to tell Larry those early interventions saved her sister's life according to the ER Doctor. The lady came to the station to advise her sister was home now and her sincere gratitude for the care given by the crew. This information was obviously passed onto A Shift's crew for a job well done.

- Emergency Repair on the Station's Generator

I mentioned to you a couple of weeks ago that the stations generator was in need of repair due to a faulty transfer switch. I was especially concerned about this concerning that we are in the midst of the hurricane season. The technicians from Ring Power explained to me that the transfer switch can at points be a difficult item to obtain and delivery may take weeks. The representatives did an outstanding job expediting the order and the generator has been repaired. The amazing thing is the repair was completed four days before the arrival of Hurricane Idalia to the state.

- Hurricane Preparations

I briefly mentioned to you in a memo last week about hurricane preparations taken by the department. Although, Flagler County was fortunate with the impacts to the area, I am very proud of the approach taken by staff. The all-hands

mandate was put out and all of staff were staged at the station within hours. Vehicles that needed to be removed from the island were transported and reserve/high water vehicles were brought in. Provisions were purchased that could last staff up to a week if needed. Extra fuel was secured and all required equipment was inspected/cycled. The stated preparations were completed over a course of twelve hours. Documentation was completed and submitted daily. It's almost a shame to state it, but staff has gotten really good at preparing for hurricanes and everyone did an excellent job preparing for Idalia.

- Firefighter of the Year

Every October, each fire agency within the county selects a firefighter to represent their department as Firefighter of the Year. The ceremony coincides with Fire Prevention Week. For the last several years the selection is determined for FBFD by the department's officers. The Deputy Chief and the three Lieutenants will nominate an individual. If there is a deadlock, I'll be the deciding vote. In the past, recipients have always been a part-time or full-time member. This was not the case this year. Volunteer Firefighter Larry Wolfe was unanimously selected by the officers and I am in complete agreement. Larry does a lot for the department and is more than deserving of the award. The ceremony will take place on October 4th at 11:45 and is hosted by the Flagler Palm Coast Kiwanis Club. The Elks Club in Palm Coast is utilized for the event. You are welcome to be a guest at the ceremony. There are usually a couple Commissioners in attendance.

- Continual Education Unit

Staff was assigned a continual education unit called Assessing the Patient with Major Trauma. After successfully completing the course, the firefighters are expected to obtain several objectives. Understand the factors involved in traumatic incidents and how to conduct the scene size-up. Determine the primary assessment of a trauma patient: airway, breathing, and circulation. Explain the different examinations EMS responders must perform when treating a trauma patient. Finally, determine what assessments elements are applicable to specific traumatic injuries.

- Impact Issues

As always, both FBOR and FBFD are expecting thousands of visitors and to be very busy at the beach this weekend. In addition, the 911 Ceremony will take place in Veterans Park on Monday. There will be hundreds of visitors in attendance. There will also be a procession through North A1A after the event to Santa Maria Del Mar Catholic Church.

I look forward to talking to you soon.

Thanks,

Robert Pace
Fire Chief
Flagler Beach Fire Rescue
320 S. Flagler Ave
Flagler Beach, Florida 32136
Office-386-517-2010
Cell-386-276-0405

FBFD Operational Response Report

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

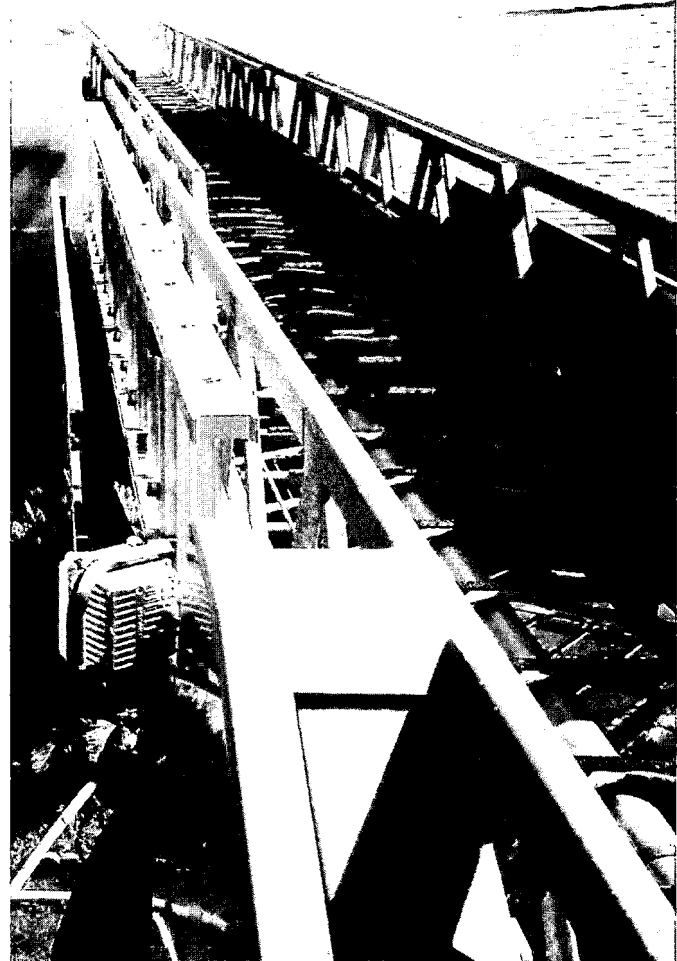
- Number of incidents responded to over the dates listed below.
- Incident types.
- Total number of incidents for 2023.

Report Conducted: August 31st -September 6th

Flagler Beach Fire Department

Captain Stephen Cox

Scox@Fbfire.org



Weekly Incident Response Data

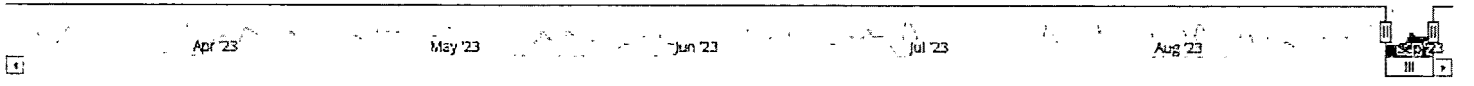
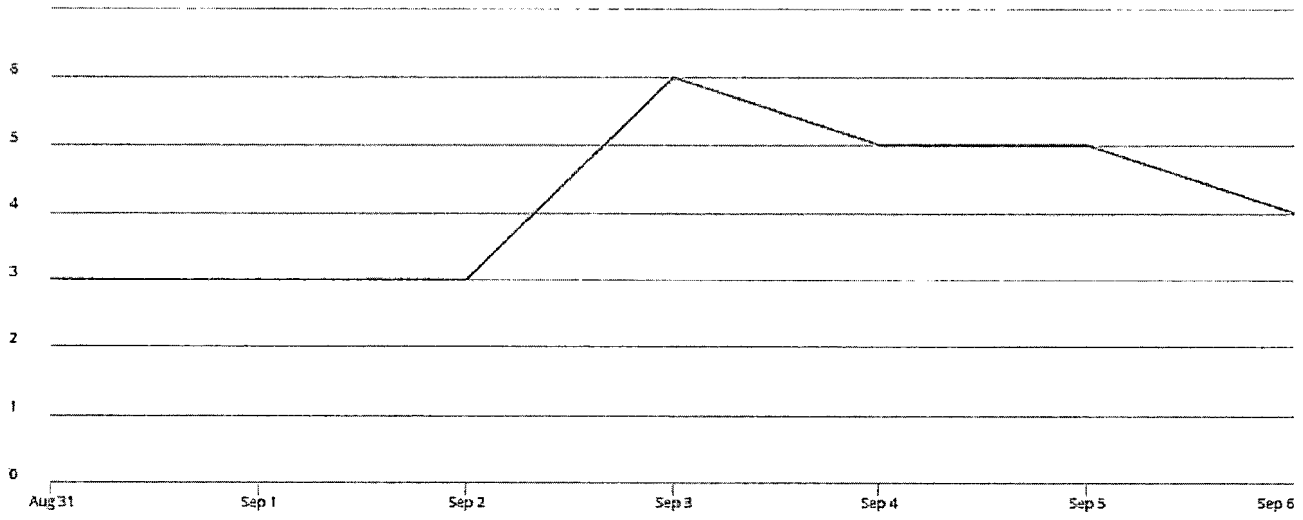
Last 7 Days ▾ Aug 31, 2023 - Sep 6, 2023 ▾

54%
FIRE
 Percentage of Total Incidents

46%
EMS
 Percentage of Total Incidents

26
INCIDENTS
 In Selected Time Slice

7
DAYS
 In Selected Time Slice



	8/31/23	9/1/23	9/2/23	9/3/23	9/4/23	9/5/23	9/6/23	9/7/23	9/8/23	9/9/23	9/10/23	9/11/23	9/12/23	Total
(32) Emergency medical service (EMS) incident		3	2	1	2	1	3							12
(36) Water or ice-related rescue				1	1	1								3
(44) Electrical wiring/equipm. problem				1		1								2
(55) Public service assistance			1			2								3
(61) Dispatched and canceled en route				3	2		1							6
Total		3	3	6	5	5	4							26

Total Number of Incident for 2023
1092



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

Chief's Weekly Report

From: Friday		8/11/2023		To: Thursday		8/17/2023	
Calls For Service	58	Felony Arrest	1	Reports Written	7	Citations Issued	17
Self-Initiated	31	Misd. Arrest	1	Comm. Policing	2	Warnings (Written/Verbal)	47
Traffic Stops	35	City Ordinance	3	Security Checks	393		

Chief's Weekly Summary

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

2200 block of North Oceanshore Boulevard, from 8:26 a.m. to 8:49 a.m. No violations.

400 block of John Anderson Highway, from 2:12 p.m. to 2:44 p.m. No violations.

Friday: Chief Doughney attended the Flagler County Domestic Violence Task Force meeting via ZOOM from 11:00 a.m. to 12:00 p.m.

Friday: 8/12/23 @ 3:59 a.m. / Sex Offence - Arrest / 815 Moody Lane (Under Bridge): A Patrol Officer checked out with a vehicle parked under the bridge with a female and male occupying it. Upon contact, the Officer observed both subjects shuffling around, putting clothes back on. The female was seventeen (17) year of age and the male gave a false date of birth that indicated that he was twenty-two (22) years old; it was discovered later that the subject is twenty- nine (29) years of age. The juvenile's mother was notified and she responded to the Police Department. The male subject was transported to the Flagler County Inmate Facility for providing false information. After further investigation, Sexual Battery charges were delivered to the Inmate Facility on the evening of August 12th. A Police report was completed.

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

1800 block of South Oceanshore Boulevard, from 12:03 p.m. to 12:40 p.m. No violations.

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

1900 block of North Oceanshore Boulevard, from 9:08 a.m. to 9:37 a.m. No violations.

Sunday: Nightshift Officers walked the wooden docks between Wickline Park and Betty Stelfik Park at 4:00 a.m. looking for Ordinance violations in reference to sleeping/camping. No persons or violations were observed.

Sunday: Nightshift Officers conducted proactive traffic enforcement at the following location and times:
2200 block of South Oceanshore Boulevard, from 6:30 p.m. to 7:00 p.m. Two (2) traffic stops, with written warnings issued.

Monday: Chief Doughney and Deputy Chief Blanchette participated via TEAMS in a Cybersecurity meeting with County Information Technology (IT) from 10:00 a.m. to 11:00 a.m.

Monday: Dayshift Officers conducted proactive traffic enforcement at the following location and times:
2100 block of South Oceanshore Boulevard, from 10:55 a.m. to 11:25 a.m. No violations.

Monday: 8/14/23 @ 8:46 p.m. / Crash - No Injuries / 608 South Oceanshore Boulevard (Tortugas): Officers were dispatched to a minor crash involving two (2) vehicles; with no injuries and minimal damage. The involved parties had already exchanged all of their required information prior to our Officers arrival, and they were provided with a Drivers Exchange form, in case they chose to complete it. The vehicles were removed from the scene by their respective drivers.

Monday: Nightshift Officers conducted proactive traffic enforcement at the following locations and times:
2200 block of South Oceanshore Boulevard, from 6:45 p.m. to 7:30 p.m. Three (3) traffic stops, with written warnings issued.
1700 block of North Oceanshore Boulevard, from 8:15 p.m. to 8:45 p.m. No violations.

Tuesday: Dayshift Officers conducted proactive traffic enforcement at the following locations and times:
2200 block of North Oceanshore Boulevard, from 7:56 a.m. to 8:18 a.m. No violations.
400 block of John Anderson Highway, from 9:45 a.m. to 10:16 a.m. No violations.

Tuesday: Nightshift Officers conducted proactive traffic enforcement at the following location and times:
2200 block of South Oceanshore Boulevard, from 7:45 p.m. to 8:45 p.m. Three (3) traffic stops, with written warnings issued.

Wednesday: 8/16/23 @ 1:46 a.m. / Violation of Injunction / 1900 Block of South Oceanshore Boulevard: Officers were dispatched to a residence in reference to a female calling in, stating that a male subject that she has a "No Contact Order" against was just knocking on her door. While our Officers were enroute, the male subject in question was located a few blocks away, and he was detained without incident. During the investigation, it was discovered that the female had been calling and texting the male all day, and that she was actually the one who initiated the contact. The male was released once the investigation was complete. A charging affidavit was completed and forwarded to the State Attorney Office. A Police report was completed.

Wednesday: Chief Doughney participated in this week's *Wellness Walk Wednesday* from 8:00 a.m. to 8:40 a.m. Chief Doughney also attended the Department Head Staff meeting with Mr. Martin at City Hall for 9:00 a.m. to 10:00 a.m. Chief Doughney participated via TEAM's in a meeting from 1:30 p.m. to 2:30 p.m. with City Staff, as well as Staff from Mead & Hunt, in reference to coordination for an upcoming sewer lateral and lift station lining project.

Wednesday: 8/16/23 @ 5:45 p.m. / Crash - No Injuries / Moody Boulevard at Colbert Lane: A Patrol Officer was dispatched in reference to a single vehicle crash at the intersection. The Driver of the involved vehicle lost control, and crashed into the woods. There were no reported injuries, and vehicle was towed from the scene by a rotation wrecker. A State Crash report was completed.

Thursday: Chief Doughney and Jennifer Crews from Public Works met conflicting neighbors on Oak Lane from 9:00 a.m. to 10:00 a.m. in reference to right-of-way parking, a view obstruction and the clearing of the City's right-of-way. Chief Doughney assisted patrol with parking enforcement during lunchtime, issuing two (2) City parking citations for vehicles parked the wrong direction in the 500 block of South Central Avenue. Deputy Chief Blanchette attended a Family Life Center Board or Directors meeting, in person, from 10:00 a.m. to 11:30 a.m. Chief Doughney attended the regular meeting of the City Commission at City Hall, from 5:30 p.m. to 9:45 p.m.

Thursday: 8/17/23 @ 9:08 a.m. / Fraud / 712 South Oceanshore Boulevard (Absolutely Haven): A Patrol Officer responded in reference to a report of a fraudulently cashed check. The victim advised that her accountant notified her that there was a suspicious check from her business account in the amount of \$1,460.00. Additional follow-up is required, and a Police report was completed.

Thursday: Nightshift Officers walked the wooden docks between Wickline Park and Betty Stelfik Park looking for Ordinance violations in reference to sleeping/camping. No persons or violations were observed.

Professional Career Training: Officer Scherr attended 2nd week of the Florida General Instructor Techniques Course, at Daytona State College (DSC), from Monday, August 7th to Wednesday, August 16th. The free, sixty-four (64) hour course was held at the Advanced Training Center (ATC) in Daytona Beach. This fun, interactive, and motivating course is designed to prepare the Officer interested in teaching either in-service Officers, or Criminal Justice Standards Training Curriculum (CJSTC) Police Academy students on Criminal Justice topics. The course uses a variety of teaching methods and presentation requirements to assist students in becoming an effective Instructor.

S.W.A.T Training: Officer Sylvester attended training with the Flagler County Sheriff's Office S.W.A.T. Team on Wednesday, August 16th.

Monthly Training: All Sworn Officers continued to work on completing their August 2023 online monthly training through Police Law Institute. This month's topic; **New Florida Laws 2023 - Part 2 of 3.**

Sea Dune Parking: Officers monitored sea dune parking for violation during the week, and two (2) City parking citation was issued.



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

Chief's Weekly Report

From: Friday		8/18/2023		To: Thursday		8/24/2023	
Calls For Service	55	Felony Arrest	6	Reports Written	21	Citations Issued	43
Self-Initiated	67	Misd. Arrest	2	Comm. Policing	9	Warnings (Written/Verbal)	100
Traffic Stops	79	City Ordinance	2	Security Checks	374		

Chief's Weekly Summary

Friday: Dayshift Officers conducted proactive traffic enforcement at the following location and times:
 2200 block of North Oceanshore Boulevard, from 7:20 a.m. to 7:40 a.m. No violations observed.

Friday: 8/18/23 @ 5:29 p.m. / Burglary Commercial - Arrest / 215 South Oceanshore Boulevard (Funky Pelican): While Officers were on a separate call for service, they were notified by Funky Pelican Management that an unknown male subject had trespassed on the back deck of the business the night before, and stole alcohol. Officers were able to identify the male subject from video footage, and they located the suspect shortly thereafter. The suspect was taken into custody without incident and he was transported to the Flagler County Inmate Facility. The suspect was charged with Burglary, Petit Theft and Trespassing. A Police report completed. **Great Police Work!**

Friday: 8/18/23 @ 9:32 p.m. / Driving Under the Influence - Arrest / 2200 Moody Boulevard: A traffic stop was conducted on a Buick sport utility for failure to maintain a traffic lane and running a red light. The Driver was found to be operating the vehicle while impaired, and she had an open container in her vehicle. The Driver was taken into custody without incident, and she was transported to the Flagler County Inmate Facility. A Police report was completed.

Friday: Chief Doughney worked in Patrol from 3:00 p.m. to 12:00 a.m. During the shift, Chief Doughney rode with Sergeant Yelvington.

Friday: Nightshift Officers conducted proactive traffic enforcement at the following location and times:
 2200 block of South Oceanshore Boulevard, from 8:00 p.m. to 9:00 p.m. Three (3) traffic stops, with written warnings issued.

Saturday: 8/19/23 @ 8:25 p.m. / Violation of Probation - Arrest (LPR – Alert) / 300 Block of South Central Avenue: A Patrol Officer conducted a traffic stop on a gray Honda sedan due to an alert from a License Plate Reader (LPR) in reference to the registered owner not having a valid Driver's License. The registered owner was found to be operating the vehicle, and he was taken into custody without incident. The Driver was also found to be on Felony Probation for Possession of Marijuana Over 20 grams and he was in violation of his probation stipulations. The Driver was transported to the Flagler County Inmate Facility and he was charged with Driving While License Suspended (with knowledge) and Violation of Probation. A Police report was completed. **Good Job!**

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

2200 block of North Oceanshore Boulevard, from 7:31 a.m. to 8:15 a.m. No violations observed.

800 block of North Flagler Avenue, from 8:51 a.m. to 9:11 a.m. Two (2) traffic stops conducted, with written warnings issued.

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

200 block of Roberts Road, from 6:15 p.m. to 6:45 p.m. No violations.

2200 block of South Oceanshore Boulevard, from 8:15 p.m. to 8:45 p.m. One (1) traffic stop, with a written warning issued.

Monday: 8/21/23 @ 5:02 a.m. / Larceny Shoplifting- Arrest / 408 South Oceanshore Boulevard (7-11): Officers responded to the business in reference to a report of retail theft that just occurred. The reporting party advised that a female entered the store and stole a flashlight, and left the area in a tan Cadillac. Officers located both the car and the female suspect, and the investigation resulted in the female being taken into custody without incident for Petit Theft. The female was transported to the Flagler County Inmate Facility without incident. A Police report was completed. **Good Job!**

Monday: 8/21/23 @ 11:05 a.m. / Narcotics - Arrest / 2299 North Oceanshore Boulevard (Carwash): Officers responded to the business in reference to a report of a male subject passed out in a truck. Upon our Officers arrival, contact was made with the male subject in question. The Officer could smell the odor of cannabis coming from inside the vehicle, and the ensuing investigation resulted in the male subject being taken into custody. The subject was transported to the Flagler County Inmate Facility, and he was charged with Possession of Synthetic Cannabinoids. A Police report was completed.

Tuesday: 8/22/23 @ 2:06 a.m. / Unsecured Business / 608 South Oceanshore Boulevard (Tortugas): While Officers were on foot patrol on South Oceanshore Boulevard, they found the north facing door to the business unsecured. The building was cleared, and contact was made with the business owner who, responded and secured the building. **Good proactive patrol!**

Tuesday: 8/22/23 @ 2:21 a.m. / Unsecured Business / 400 South Oceanshore Boulevard (WHAAM Burger): While Officers were on foot patrol on South Oceanshore Boulevard, they found the front door to WHAAM Burger unsecured. The building was cleared and an attempt was made to contact the owner; with negative results. The building could be secured via the rear door. A message was left for the owner and Dayshift Officer make contact business management in order to get updated emergency contact information should the need for emergency contact occur in the future. **Good proactive patrol and follow up!**

Tuesday: 8/22/23 @ 6:20 a.m. / Property Found / 215 South Oceanshore Boulevard (Pier): While a Patrol Officer was on a security check on the Boardwalk, a citizen turned in a cell phone that he had just found. The phone had been rebooted, and no owner information was available. The phone was submitted into Property & Evidence for safekeeping. A Police report was completed. A social media post with regards to "Lost and Found" property and how to retrieve it at our Department was published on 8.22.23 at 7:00 p.m.

Tuesday: 8/22/23 @ 11:10 a.m. / Larceny Shoplifting Arrest - Follow Up / 408 South Oceanshore Boulevard (7-11): A dayshift Patrol Officer contacted the business about collecting video surveillance footage from the early morning retail theft case mentioned above. The video evidence was unavailable, and management will call when the video is available for collection and submittal into Evidence.

Tuesday: 8/2/23 @ 10:45 a.m. / Burglary Arrest - Follow Up / 215 South Oceanshore Boulevard (Funky Pelican): A dayshift Patrol Officer contacted the business in reference to collecting video from the August 18th Burglary. Video evidence was collected and submitted into Evidence. A supplement to the original report was completed.

Tuesday: 8/22/23 @ 8:14 p.m. / Assist Other Agency / 100 Block of Palm Drive: Officers responded in reference to Dispatch receiving multiple 911 hang-up calls from the same number; with no communication. Upon our Officers arrival, they checked out with a vehicle parked on Palm Drive. The operator of the vehicle advised that she called 911 due to the power lines catching a palm tree on fire, but her phone was not working properly. The fire went out while Officers were on scene. Contact was made with Florida Power and Light (FP&L) and work ticket #1049 was created.

Tuesday: Nightshift Officers attempted to locate two (2) felony fugitives who's last know addresses were in our City. The attempts did not yield any arrests, as the subjects no longer live at the addresses of file. Additionally, nightshift Officers walked the wooden docks between Betty Steflik Park and Wickline Center, beginning at 1:05 a.m. in an effort to locate person(s) committing City Ordinance and State law violations related to sleeping/camping/narcotics. No persons were located. **Good proactive work on nightshift!**

Wednesday: Dayshift Officers conducted "**Operation Clean Sweep**" at the start of their shift. The core of the City (from 8th Street South to North 8th Street) was checked for homeless persons in violation of City Ordinance. No violations were observed. **Good Job!**

Wednesday: Chief Doughney and Mayor Johnston participated in this week's **Wellness Walk Wednesday** from 8:00 a.m. to 8:45 a.m. Chief Doughney attended a meeting at the Flagler County Sheriff's Office new Operation Center from 11:00 a.m. to 12:00 p.m. in reference to Mass Casualty Incidents (MCI's). Lastly, Chief Doughney attended the Special Magistrate hearing at City Hall from 3:00 p.m. to 3:45 p.m., as a citizen contested a parking citation that the Chief issued on July 26th of this year. The citizen did not deny that they parked the wrong direction, and the Special Magistrate imposed a thirty-dollar (\$30) fine and three (3) hours of community service.

Wednesday: Dayshift Officers conducted proactive traffic enforcement at the following location and times:
1200 block of South Oceanshore Boulevard, from 1:13 p.m. to 1:46 p.m. One (1) traffic stop, with a written warning issued.

Wednesday: Nightshift Officers conducted "**Operation Garage Door**" during their shift. Officers patrolled the residential streets of the City looking for residences where homeowners forgot to close their garage door for the night. Two (2) residences were found to have open garage doors. The owners were contacted, and the garage doors were secured. **Great Job!**

Wednesday: 8/23/23 @ 7:12 p.m. / Larceny Shoplifter Arrest – Follow Up / 408 South Oceanshore Boulevard (7-11): Officers conducted a follow up investigation on the retail theft case from the business that occurred on Monday, August 21st. The suspect that was arrested is currently on Probation for Uttering a False Instrument, and per the request of the arrestees Probation Officer, a charging affidavit was completed for Violation of Probation; for the new law violation. The charges were dropped off at the Flagler County Inmate Facility due to the female still being in custody. A supplement to the original Police report was completed. **Fantastic Follow Up!**

Wednesday: Nightshift Officers conducted proactive traffic enforcement at the following locations and times:
400 block of John Anderson Highway, from 7:00 p.m. to 7:30 p.m. No violations observed.
2200 block of Moody Boulevard, from 9:30 p.m. to 10:30 p.m. Three (3) traffic stops, with written warnings issued.

Thursday: Dayshift Officers conducted proactive traffic enforcement at the following location and times:
2200 block of North Central Avenue, from 7:18 a.m. to 8:04 a.m. No violations.

Thursday: 8/24/23 @ 6:22 p.m. / Disturbance with Weapons - Arrest / 400 Block of South Oceanshore Boulevard: Officers were dispatched in reference to a male subject who was acting belligerent and waving a plastic bat in the air. The male was also attempting to tear apart hand railing from the 4th Street South Dune Walkover, and he was able to remove two (2) boards. The subject was taken into custody without incident and he was transported to Advent Health for medical clearance. Once the subject was cleared, he was transported to the Flagler County Inmate Facility. While the subject was in a patrol vehicle, he attempted to cause damage to the door and window (by kicking) and he was restrained without incident. A Police report was completed. The suspect was charged with the following crimes; Felony Criminal Mischief, Disorderly Intoxication, Resisting Without Violence, Possession of Drug Paraphernalia, Threats to a Law Enforcement Officer and Improper Exhibition of a Weapon. **Good Job!**

Thursday: 8/24/23 @ 9:07 p.m. / Crash (No Injury) - Arrest / 1700 Block of South Oceanshore Boulevard: Officers were dispatched in reference to a Chevrolet pickup that had crashed into the concrete median; and became lodged on-top of a FDOT sign. After the crash investigation was completed, an investigation for Driving Under the Influence was conducted. The Driver was found to be operating the vehicle while impaired, and she was taken into custody without incident. The Driver was transported to the Flagler County Inmate Facility. A State Crash report and a Police report were completed. The Driver was charged with the following crimes; Possession of a Legend Drug without a Prescription, Driving Under the Influence (DUI), DUI with Property Damage, and Refusal to Submit to a Breath Test (prior refusal). **Great Job!**

Congratulations: Officer Sylvester has successfully completed his Bachelor's Degree in Criminal Justice – with a focus on Homeland Security and Counter Terrorism from Southern New Hampshire University. This has been a long journey and congratulations to Officer Sylvester on his commitment to both the S.W.A.T. Team and higher education; we're all very proud of him! **KUDOS!**

Property & Evidence: On Tuesday, August 22nd, our Property & Evidence Custodian travelled to the Florida Department of Law Enforcement (FDLE) Crime Laboratory in Jacksonville, Florida to drop off evidence in multiple criminal cases.

Follow Up: Detective Vinci completed two (2) search warrant affidavits for the sex offense that occurred under the Moody Bridge last week. The warrant for the suspects clothing worn on the night of the incident, and his DNA, was approved issued and completed. The search warrant for the suspects cell phone was approved by Judge Perkins on Monday and the phone will be delivered by Detective Vinci to and Investigator at the Flagler County Sheriff's Office for further investigation.

Emergency Contact Forms (Business): Chief Doughney e-mailed the leadership of the Flagler Beach Business Bureau (FB3) our Department's "Emergency Contact Forms" in order to get up to date contact information for our City businesses; should the need arise. Once the forms are received, they'll be logged into our system here at the Police Department, and they'll also be provided to Dispatch as well.

Speed Data Analysis: On Friday, August 18th at 4:00 p.m. Chief Doughney met with a citizen in reference to a complaint of speeding on North Central Avenue. Our stealth radar equipment, JAMAR, was deployed on North Central Avenue on Monday, August 7th and was removed on Wednesday, August 16th. During said timeframe, 2,659 vehicles were analyzed and the average speed was 21 mph; the speed limit is 30 mph. There were only five (5) vehicles that were traveling 10 mph over the posted speed limit; with four (4) of them occurring after 1:00 a.m. The citizen was very thankful for the information, and a copy of the speed data analysis was e-mailed to the citizen on Monday morning.

Monthly Training: All Sworn Officers continued to work on completing their August 2023 online monthly training though Police Law Institute. This month's topic; **New Florida Laws 2023 - Part 2 of 3.**

Mental Health Class: On Thursday, August 24th, Chief Doughney attended a free mental health certification course at the Health Department-Flagler, from 5:00 p.m. to 7:00 p.m. The class, "**Question.Persuade.Refer**" provided instruction on how to recognize the warning signs of a suicide crisis, in partnership with Epic Behavioral Healthcare. The course Instructor is willing to teach our City Staff this course for free, and Chief Doughney will work with Liz Mathis to facilitate this important training in Flagler Beach in the near future.



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

Chief's Weekly Report

From: Friday		8/25/2023		To: Thursday		8/31/2023	
Calls For Service	58	Felony Arrest	0	Reports Written	23	Citations Issued	34
Self-Initiated	63	Misd. Arrest	2	Comm. Policing	11	Warnings (Written/Verbal)	93
Traffic Stops	90	City Ordinance	3	Security Checks	423		

Chief's Weekly Summary

Friday: 8/25/23 @ 8:27 a.m. / Reckless Driving / 2300 Block Moody Boulevard: A Patrol Officer responded to the area in reference to a "Be on the Lookout" (BOLO) for a reckless driver. The vehicle in question was located, observed operating in an unlawful manner, and a traffic stop was conducted. The investigation resulted in the Driver receiving two (2) State traffic citations and being released from the scene. **Good Job!**

Friday: From 7:00 a.m. to 8:45 a.m. Chief Doughney and Mr. Ed Fendly, a resident and member of the "River to Sea Transportation Planning Organization (TPO)", patrolled the City on bicycles. The tour of the City started at the Police Department and travelled north to Beverly Beach, south to the Volusia County line and through residential streets leading back to the Police Department.

Friday: Dayshift Officers conducted proactive traffic enforcement at the following location and times:
 2200 block of Moody Boulevard, from 12:52 p.m. to 1:25 p.m. No violations.

Friday: Dayshift Officers conducted two (2) golfcart inspections during their shift.

Friday: 8/26/23 @ 2:09 a.m. / Driving Under the Influence – (LPR) Arrest / Moody Boulevard at Colbert Lane: A Patrol Officer conducted a traffic stop on a black BMW in reference to an alert from a License Plate Reader (LPR) for an expired tag. During the stop, the investigation revealed that the Driver appeared to be intoxicated and he was requested to perform field sobriety exercises; which he refused. The Driver was taken into custody on suspicion of Driving Under the Influence and he was transported to the Flagler County Inmate Facility. While at the Inmate Facility the Driver refused to give a breath sample. A Police report was completed. **Good Job!**

Saturday: Dayshift Officers conducted "Operation "Build it, and they will come", whereas they completed twelve (12) physical security checks at construction sites throughout the City. The operation was conducted to physically inspect the sites, in an effort to locate trespassers; none were found.

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

2100 block of Moody Boulevard, from 10:30 a.m. to 11:24 a.m. Two (2) traffic stops, with two (2) written warnings issued.

200 block of Roberts Road, from 2:05 p.m. to 2:35 p.m. No violations.

Saturday: 8/26/23 @ 10:12 a.m. / Larceny / 414 South Central Avenue: A Patrol Officer responded in reference to a theft. The victim was contacted and stated that an unknown culprit(s) stole his fishing gear from under the stairwell sometime over the past three (3) to four (4) days. Follow-up is needed in reference to video from building cameras. A Police report was completed.

Saturday: 8/26/23 @ 12:24 p.m. / Baker Act / 1400 Block of South Flagler Avenue: Officers responded to a residence in reference to a welfare check. Contact was made with a male subject at the residence who complained about being sick and having issues. The investigation resulted in the male subject being taken to Advent for treatment with a Baker Act form completed and left with Staff. A Police report was completed.

Saturday: 8/26/23 @ 3:01 p.m. / Missing Person - Recovered / 312 Moody Boulevard (Dollar General): Officers responded to the business in reference to trespassing. Upon our Officers arrival, they contacted a male and a female sleeping outside the business on the ground. During the investigation the male subject was found to be a missing person from Kentucky. The male subject's personal information was removed from teletype and the entering agency was contacted. The two (2) subjects were issued notices of trespass from this location. A Police report was completed.

Saturday: 8/26/23 @ 7:42 p.m. / Verbal Disturbance / 2805 South Oceanshore Boulevard (Snack Jack's): Officers responded to the business in reference to a disturbance. A parking attendant for the business advised that he told patrons that they could not self-park, and an argument started between the parking attendant and a male passenger. The parking attendant advised that the male implied he had a gun by saying "I got the heat for you". The vehicle left the area but was located and stopped by our Officers. The persons in the vehicle advised that the parking attendant was very aggressive and no mention of a gun was ever made. The Driver allowed our Officers to search the vehicle, with negative results in locating a gun. The persons in the vehicle were released; no crimes were committed.

Saturday: 8/26/23 @ 9:05 p.m. / Verbal Disturbance / 300 Block of South Oceanshore Boulevard: While on patrol, an Officer heard loud yelling and checked out with three (3) male subjects on the sidewalk. One (1) of the male subjects was yelling and disrupting the other two (2) elderly males as they were sitting in front of a business. The male in question was causing a scene and bothering people as they walked by, and he was taken into custody for Breach of Peace/ Disorderly Conduct. The subject was transported to the Flagler County Inmate Facility without incident. A Police report was completed.

Saturday: 8/26/23 @ 9:30 p.m. / Verbal Disturbance / 608 South Oceanshore Boulevard (Tortugas): Officers responded in reference to a bartender calling and advising that a male subject threatened to beat him up. Upon our Officers arrival, the male suspect had already left the area in a silver sedan. Officers checked the area for the silver sedan, with negative results. The bartender was advised to call back if the male returned. No further action taken at this time.

Saturday: Nightshift Officers conducted proactive traffic enforcement at the following location and times:
1300 block of South Oceanshore Boulevard, from 8:14 p.m. to 8:45 a.m. No violations.

Sunday: Dayshift Officers conducted proactive traffic enforcement at the following locations and times:
1800 block of South Oceanshore Boulevard, from 7:45 a.m. to 8:45 a.m. Two (2) traffic stops, with two (2) State traffic citations issued.
2000 block of Moody Boulevard, from 11:45 a.m. to 12:15 p.m. One (1) traffic stop, with a written warning issued.
1700 block of North Oceanshore Boulevard, from 2:00 p.m. to 2:30 p.m. No violations.

Sunday: 8/27/23 @ 11:58 a.m. / Traffic Stop (LPR) / 100 Block of 2nd Street South: A traffic stop was conducted on a red Jeep due to an alert from a License Plate Reader (LPR) with regards to the registered owner of the vehicle having a suspended Driver's License. The registered owner was the Driver and he did not know that his Driver's License was suspended. There was a seize tag order on the vehicle's tag, and the tag was seized. The Driver was issued a State traffic citation for Driving While License Suspended (without knowledge) and the vehicle was towed from the scene.

Sunday: 8/27/23 @ 12:31 p.m. / Crash - No Injury / North Oceanshore Boulevard and 4th Street North: Officers were dispatched in reference to a crash involving two (2) vehicles; with no injuries and minor damage. The involved vehicles were removed from the scene by their respective Drivers. A Drivers Exchange of Information was completed.

Sunday: Dayshift Officers conducted "Operation Wrong Way Parking" throughout the City, and they issued four (4) City parking citations for vehicles parked the wrong direction.

Sunday: 8/27/23 @ 7:31 p.m. / Verbal Disturbance / 600 Block of 23rd Street South: Officers were dispatched in reference to a disturbance between neighbors over the watering of plants. Upon arrival, contact was made with the reporting party who advised that the neighbor was watering her plants and the spray was hitting his house. The neighbors then had a verbal argument over the issue and that's when the reporting party called the Police. This has been an on-going issue between neighbors and charges were recently filed for Criminal Mischief. Officers spoke to both parties and advised them to avoid contact with each other. A Police information report was completed.

Sunday: 8/27/23 @ 11:42 p.m. / Verbal Disturbance / 408 South Oceanshore Boulevard (7-11): Officers responded to the business in reference to a disturbance between the store clerk and a customer. The store clerk called due to the customer arguing with her about him bringing a backpack into the store. The store clerk asked the male to leave several times, but he refused until Officers arrived. The clerk did not want the male trespassed, but wanted him to leave the property for the night. The male left the property. No further action required.

Monday: Officers conducted "Stop Stick" training during their morning briefing. Officers discussed tactics that are unique to our City as well as our Department's Stop Stick Policy & Procedure. **Good training review!**

Monday: Dayshift Officers conducted "Operation Stop Sign", focusing on stop sign enforcement at multiple intersections in the City. The operation resulted in six (6) traffic stops; with one (1) verbal warning and five (5) written warning (see locations below).

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

North Central Avenue at 10th Street, from 10:00 a.m. to 10:30 a.m. Two (2) traffic stops; one (1) verbal warning and one (1) written warning.

South Flagler Avenue at 7th Street, from 11:00 a.m. to 11:45 a.m. One (1) traffic stop, with a written warning issued.

South Flagler Avenue at 3rd Street, from 12:45 p.m. to 1:15 p.m. One (1) traffic stop, with a written warning issued.

North Daytona Avenue at 10th Street, from 1:00 p.m. to 1:45 p.m. Two (2) traffic stops, with written warnings issued.

Monday: Nightshift Officers conducted four (4) traffic stops on alerts from License Plate Readers (LPR's), which resulted in the issuance of three (3) written warnings, one (1) State Traffic citation, and the seizure of two (2) Suspended Driver's Licenses. **Good Job!**

Monday: 8/28/23 @ 2:59 p.m. / Burglary Vehicle / South Oceanshore Boulevard @ South Central Avenue: Officers were dispatched to the parking area across from the water tower in reference to a vehicle window being smashed out. The victim had been on the beach for approximately two (2) hours, and upon returning to her vehicle she noticed the window smashed out; with items missing. The vehicle was processed for latent prints, which yielded nothing of evidentiary value. No suspect(s) or suspect vehicle information available. A Police report was completed. A social media post on preventing car breaks was published today at 7:00 p.m.

Monday: 8/28/23 @ 4:50 p.m. / Trespassing / 1112 South Oceanshore Boulevard (Cajun Beach): Officers were dispatched to the business in reference to an intoxicated male who was on scene causing issues. The subject was issued a notice of trespass and went home via Uber. No further Police action required.

Monday: Nightshift Officers conducted "Operation Under Construction" where they conducted foot patrol on North Central Avenue, with a targeted emphasis on homes under construction. Additionally, Officers reviewed the Florida Litter Law (F.S.S. 403.413) in reference to lawful and unlawful uses of construction-related dumpsters. Officers also proactively patrolled several levels of the new restaurant under construction restaurant at 206 South Central Avenue.

Monday: Nightshift Officers also conducted "Operation Auto-Guard" as a result of the "Smash & Grab" car break that occurred on the south end of the City this afternoon. Consequently, numerous proactive patrols were conducted in this general area throughout the night, to include the Water Tower, Gamble Rogers, and Snack Jack's. No parked vehicles or other suspicious activity was observed.

Monday: Dayshift Officers conducted training at their briefing on the soon-to-be introduced protocol for the submission of seized cell phones utilizing the newly-acquired Faraday cage canisters.

Monday: 8/28/23 @ 10:03 p.m. / Assist Other Agency / South Oceanshore Boulevard at Clubhouse Drive: Officers were alerted by an Officer from the State Florida Wildlife Commission (FWC) of subjects picking palmetto berries south of our City limits. Officers staged at the South County Line in the event that these subjects fled northbound to avoid apprehension by FWC, but this did not occur. Afterwards, security checks were conducted of City parks to ensure no berry pickers were present within the City. None were located.

Monday: 8/28/23 @ 11:23 p.m. / Suspicious Vehicle / 800 South Daytona Avenue (Wickline Park): Officers conducting a security check at Wickline Park and located an occupied vehicle after Park was closed. A welfare- check on the occupants revealed no suspicious or criminal activity. The occupants were advised of Park hours, and they departed the Park without further Police involvement. **Good job checking the Park!**

Tuesday: 8/29/23 @ 12:26 a.m. / Baker Act / 100 Block of Village Drive: Officers responded in reference to an Assist Other Agency in which the caller was requesting emergency medical services for a friend. The friend was evaluated by EMS and declined transport. The caller was found to be experiencing an acute manic episode induced by illicit narcotics use, and he was subsequently taken into protective custody, without incident, under the Baker Act. The subject was transported to Halifax Hospital in Daytona for evaluation. A Police report was completed.

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

1800 block of North Oceanshore Boulevard, from 6:45 a.m. to 7:15 a.m. No violations.

North Flagler Avenue at Palm Circle, from 9:00 a.m. to 10:00 a.m. Two (2) traffic stops, with written warnings.

South Flagler Avenue at 7th Street, from 10:15 a.m. to 10:45 a.m. One (1) traffic stop, with a written warning.

2000 Moody Boulevard, from 10:45 a.m. to 11:15 a.m. Two (2) traffic stops, written warnings from LPR alerts.

Tuesday: Dayshift Officers conducted "Operation Sandbag" by assisting several residents with filling their sandbags at Santa Maria Del Mar Church. The Church parking lot was a self-serve sandbag location for residents preparing for Hurricane Idalia, and their assistance was greatly appreciated by those they assisted.

Tuesday: 8/29/23 @ 9:03 a.m. / Larceny - Follow-Up / 414 South Central Avenue: Officers attempted to retrieve video footage for the investigating Officer on this case; which occurred on Saturday, August 26th. The video footage was not ready, as the owner is still reviewing it. Officers also made contact with the victim and requested that he drop off his paperwork today. **Good teamwork & follow up!**

Tuesday: 8/29/23 @ 12:43 p.m. / Marchman Act / 700 Block South Oceanshore Boulevard: Officers were dispatched to the area of the beach in reference to a male who appeared to be intoxicated; allegedly approaching people and harassing them. Upon our Officers making contact with the male in question, he appeared to be under the influence of an unknown narcotic. Continued on next page...

Continued: The subject was evaluated for a Marchman Act, and he was taken into protective custody without incident. Once cleared at Advent Health, he was transported to Stewart Marchman's Facility in Daytona Beach for assessment. A Police report was completed.

Tuesday: 8/29/23 @ 9:15 p.m. / Assist Public / 1700 of North Central Avenue: Officers responded to this residence to assist the elderly homeowners in relocating several items from an upper-level porch into the interior of their home in advance of the storm. **Great community policing!**

Tuesday: 8/29/23 @ 9:42 p.m. / Suspicious Person / South 3rd Street at South Central Avenue: Officers stopped out with a male subject wearing dark clothing and standing in an awkward manner with his arms extended. The subject was a transient with mild cognitive impairments and nowhere to stay for the coming storm. The subject was provided a courtesy ride to the emergency shelter at Rymfire Elementary School.

Tuesday: 8/30/23 @ 3:46 p.m. / Assist Other Agency / Halifax Publix: Officers were contacted in reference to a mentally ill female calling in on 911 to report that her boyfriend had been shot and that her life was in danger. The female's whereabouts were unknown and she refused to identify herself to the call-taker at Dispatch. Officers were able to build rapport with the female and use investigative techniques to determine the female's identity and approximate location. Volusia County Sheriff's Office Deputies responded to the area of the Halifax Publix in Ormond by the Sea and located the female. **Good Job!**

Tuesday: Nightshift Officers conducted Operation "Homeless Outreach Before Oncoming Storm" where they patrolled the Pier and Boardwalk areas on foot, and located two (2) homeless subjects without a means to shelter themselves from the coming storm. The subjects were relocated to Rymfire Elementary School where an emergency shelter had been established.

Tuesday: Nightshift Officers conducted proactive traffic enforcement at the following locations and times:
1300 block of South Oceanshore Boulevard, from 6:24 p.m. to 7:10 p.m. Two (2) traffic stops, with written warnings issued.
200 block of Moody Boulevard, from 12:15 a.m. to 12:50 a.m. One (1) traffic stop, with a written warning issued.

Wednesday: 8/30/23 @ 7:17 a.m. / Suspicious Incident / 1900 Block of South Palmetto Avenue: Officers responded in reference to a possible Burglary in progress. Upon arrival, our Officers detained two (2) male subjects; one (1) subject was outside the residence and the other was in the rear apartment; over the garage. The reporting party rents the house, and through investigation it was found that the owner of the house had given her son permission to stay in the garage apartment that is detached from the main house; and is not part of the lease. The males were released and a Police report was completed.

Wednesday: 8/30/23 @ 1:00 p.m. / Trespassing / 319 Moody Boulevard (Johnny D'S): Officers responded to the business in reference to a male subject that refused to pay his \$20.00 tab, and was yelling at customers. The male was gone upon our Officers arrival, but he was located a short distance away. The reporting person at the business did not want to pursue charges, and wanted the subject trespassing. The male subject was issued a notice of trespass from the business.

Wednesday: This week's *Wellness Walk Wednesday* was cancelled due to Hurricane Adalia; next week's walk is scheduled for 8:00 a.m. on 9.6.12.

Wednesday: Dayshift Officers conducted training on the State Law and City Ordinance with regards to the consumption of alcohol.

Wednesday: Hurricane Idalia impacted our State on the west coast of Florida in the "Big Bend" area, as a Category 3 Hurricane. We'd been monitoring the storm since Sunday, August 27th, and to be prepared for any type of negative impacts in our City, three (3) additional Officers were brought in on dayshift, and two (2) additional Officers on nightshift. Deputy Chief Blanchette worked until midnight to assist with staffing. Social media was updated through the storm, and a total of thirty-four (34) posts were created and published between Sunday, August 27th and 8:00 p.m. on Wednesday, August 30th.

Wednesday: Nightshift Officers conducted training on a traffic stop video from another agency. The video was reviewed and critiqued in reference to Officer Safety, the Officers overall approach, and what could have been done differently in this type of situation.

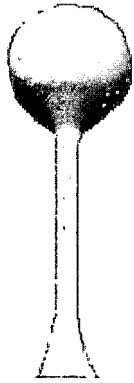
Thursday: 8/31/23 @ 2:02 a.m. / Crash - Hit and Run / 2000 Block of South Central Avenue: Officers responded in reference to a "Hit and Run" crash that just occurred. Contact was made with the reporting party/victim, who advised that the sound of the impact awoke him. The investigation revealed that the suspect vehicle left the roadway, and struck the victim's car; which was parked. The area was checked for the suspects vehicle, with negative results. Follow up on this case is required for possible video footage from neighbors. A State Crash report was completed.

Thursday: 8/31/23 @ 9:01 p.m. / Found Property / 100 Block of South Oceanshore Boulevard: A citizen approached a Patrol Officer with regards to a found wallet. The Officer was able to locate a phone number for the parents of the wallet's owner, and a voicemail message was left. The wallet was submitted for safekeeping into Property and Evidence. A Police report was completed.

Thursday: Nightshift Officers conducted Operation "Take a Hike" in the core of the City. During the shift, Officers conducted foot patrols where they checked closed businesses, and left (10) ten "Lookout" security check cards. **Good job!**

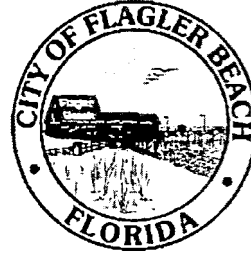
Hurricane Idalia Meetings: Chief Doughney and Deputy Chief Blanchette participated in Microsoft Teams meetings with the Team at Flagler County's Emergency Operations Center (EOC) on Sunday, Monday, Tuesday and Wednesday.

Monthly Training: All Sworn Officers completed their August 2023 online monthly training though Police Law Institute. This month's topic; **New Florida Laws 2023 - Part 2 of 3.**



City of Flagler Beach

Water Treatment Plant



To: Dale Martin, City Manager
From: Jim Ramer, Water Plant Superintendent
Subject: Monthly Report for August 2023

September 1, 2023

In August, we produced 17,523,000 gallons of drinking water. This amount was 1,415,000 gallons less than the amount we treated in July. The rainfall for August was 6.23 inches. We used 2,700 Gallons at the plant and used 12,850 Gallons for irrigation. We checked the chlorine residual in Seaside Landings. We used 30,000 gallons. The fire department used 15,000 gallons. Flushed the North End of town due to low chlorine residual. We used 649,200 gallons. We flushed Lakeshore Dr. due to low chlorine residual. We used 6,000 gallons.

We have routine duties that we perform every day on each of our shifts. We collect samples every hour to make sure we keep the chemistry of the drinking water within the parameters for DEP. We regularly perform over 200 tests on the City water and raw water daily between the three shifts. We do routine plant maintenance. We mow the plant grounds. We collect monthly Well samples for statics and drawdowns for St. Johns River Water Management. We keep daily records for our monthly reports that are required to be turned in to the Department of Environmental Protection Agency. We also do quarterly reports for DEP on disinfection byproducts. We have the midnight shift flush the trains with high pH permeate water. We do yearly TTHM and HAA5 tests. We clean both de-gasifiers every two weeks.

DEP requires us to take five bacteriological samples from the distribution system monthly, according to our population. All samples passed on August 9th.

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

We repaired our gate sensor. We saved the City around \$700.

We tried to repair our Degasifier cleaning pump, but it is beyond repair.

We changed out the flow meter at the Million Gallon Tank Booster Station. Also working on the MGTBS High Service Pump #3 relay.

We cleaned the trucks and the Gator.

We cleaned the Degasifier.

We worked on the PLC on train #1.

We repaired our exhaust fans in the Train room.

We collected our monthly Well Drawdowns and samples. We also collected our third-quarter Well samples for the St. Johns River Water Management District.

We collected our Wells Static levels and meter readings. We also collected our plant meter readings.

Sun State on-site to install a new PLC – Programmable Logic Controller. We lost over 300,000 gallons of water in the process.

We installed new rear brakes on the F-150. We saved the City around \$300.

We collected EPA PFOS samples that will be required in the future. None was detected. Great news because we use Nano-Filtration as our water treatment.

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ORDINANCE NO. 2023-02

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AN ORDINANCE OF THE CITY OF FLAGLER BEACH, FLORIDA, RELATING TO IMPACT FEES; ADOPTING THE FEE STUDY DATED JULY 18, 2023 PREPARED BY TISCHLER BISE; INCREASING THE AMOUNTS TO BE CHARGED FOR WATER AND WASTEWATER IMPACT FEES; ADOPTING NEW POLICE, FIRE, LIBRARY, AND PARKS AND RECREATION IMPACT FEES; ESTABLISHING AN ADMINISTRATIVE CHARGE CONSISTENT WITH STATE LAW; AMENDING REGULATIONS PERTAINING TO THE COLLECTION, USE, AND TIMING OF PAYMENTS OF WATER, WASTEWATER, POLICE, FIRE, LIBRARY, AND PARKS AND RECREATION IMPACT FEES; PROVIDING FOR NOTICE OF INCREASED AND NEW FEES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY AND CONFLICTS, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, under its home rule powers and pursuant to §163.31801, *Florida Statutes*, the City of Flagler Beach may impose impact fees to ensure that new development pays for its proportional share of capital facilities required by such new development; and

WHEREAS, the City of Flagler Beach last amended its water and wastewater impact fee program in 2012; and

WHEREAS, the City Commission of the City of Flagler Beach has studied the necessity for and implications of the adoption of an ordinance updating the water and wastewater impact fees and adopting police, fire, library, and parks and recreation impact fees and has retained a professional consulting firm to prepare a study relating to these fees (the “Study”) to determine the proportionate demand that new development generates for additional water, wastewater, police, fire, library, and parks and recreation facilities and improvements; and

WHEREAS, the Study has been presented to and reviewed by the City Commission of the City of Flagler Beach, and it has been determined: (1) water, wastewater, police, fire, library, and parks and recreation impact fees are necessary to offset the costs associated with meeting future demands for the City’s water, wastewater, police, fire, library, and parks facilities pursuant to the

32 projections set forth in the Study; (2) that the new impact fees bear a reasonable relationship to the
33 burden imposed upon the City to provide infrastructure and facilities to meet the demand of new
34 City residents; (3) that impact fee revenues will provide a direct benefit to such new City residents
35 reasonably related to the fees assessed; (4) that an essential nexus exists between projected new
36 development and the need for additional facilities and infrastructure to be funded with impact fees
37 and the benefits that accrue to new development paying the fees; (5) that the amount of the impact
38 fees are roughly proportional to the *pro rata* share of the additional facilities and infrastructure
39 needed to serve new development; and

40 **WHEREAS**, §163.31801, *Florida Statutes* requires impact fee increases to be
41 implemented in annual increments as directed by the statute; and

42 **WHEREAS**, Section 163.31801, *Florida Statutes* requires that local governments ensure
43 that collection of an impact fee not be required to occur earlier than the date of issuance of issuance
44 of the building permit for the property that is subject to the fee; and

45 **WHEREAS**, the fees adopted herein are consistent with the maximum increase and phase-
46 in provisions of Section 163.31801, *Florida Statutes*;

47 **WHEREAS**, the decisions of the City Commission as set forth herein are reasonable and
48 prudent steps pertaining to sound growth management which have been taken for the benefit of
49 the citizens of the City, both present and future; and

50 **WHEREAS**, the City is projected to significantly grow in population and further
51 economically develop in the future; and

52 **WHEREAS**, this Ordinance contains an administrative framework to ensure that the
53 benefit of facilities and infrastructure funded with impact fees will accrue proportionately to new
54 development paying the fees; and

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WHEREAS, Section 163.3202(3), *Florida Statutes*, encourages the use of innovative land use regulations and impact fees by local governments to manage growth and to provide the necessary public facilities and for the imposition by local governments of impact fees on development to fund the capital cost of facilities necessitated by such development; and

WHEREAS, requiring future growth to contribute its fair share of the costs necessary to fund required capital improvements and additions is an integral and vital part of the regulatory plan of growth management in the City and is a practice consistent with sound and generally accepted growth management, fiscal and public administration practices and principles; and

WHEREAS, for clarity and ease of reference all impact fees provisions shall be located in a new Chapter 12 of the Code of Ordinances entitled “Impact Fees” and deletion of the existing provisions related to water and wastewater impact fees contained herein is a relocation of the provisions establishing and regulating those impact fees, not a repeal of said impact fees.

Note: Underlined words constitute the new text of the City of Flagler Beach Code of Ordinances, asterisks (***) indicate an omission from the original text of the Code of Ordinances, City of Flagler Beach, which is intended to remain unchanged, and ~~striketrough~~ constitutes deletions from the original Code of Ordinances.

NOW, THEREFORE, BE IT ORDAINED by the City Commission of the City of Flagler Beach, Florida, as follows:

SECTION 1. The above recitals, or “Whereas” clauses, are hereby adopted as the City Commission’s legislative findings and are incorporated herein by reference.

SECTION 2. Chapter 12 of the Flagler Beach Code of Ordinances is hereby created as follows:

78 **CHAPTER 12 – IMPACT FEES**

79 **ARTICLE I. ADOPTION OF FEE STUDY AND RATIONAL NEXUS**

80 (a) The city commission hereby adopts by reference the Impact Fee Study dated
81 July 18, 2023 as prepared by Tischler Bise relating to the capital costs of the City of Flagler
82 Beach to meet facilities and infrastructure needs related to the impacts of new development
83 for water, wastewater, police, fire, library parks and recreation, and administrative services.

84 (b) The city commission finds that there is a reasonable connection, or rational
85 nexus, between the need for new or expanded facilities and infrastructure in the city and
86 the growth in population anticipated within the city. In addition, the city commission finds
87 there is a reasonable connection, or rational nexus, between the anticipated expenditures of
88 the police impact fees collected and the benefits accruing to anticipated new development.

89 **ARTICLE II. DEFINITIONS**

90 The following words, terms and phrases, when used in this chapter, shall have
91 the meaning ascribed to them in this section, except where the context clearly indicates
92 a different meaning, or except as otherwise provided.

93 *Applicant* means any person, developer, builder or entity which requires public
94 services as a result of development for the benefit of itself or a prospective future
95 occupant.

96 *Building* is any structure, either temporary or permanent, designed or built for
97 the support, enclosure shelter or protection of persons, chattels or property of any kind.
98 This term shall include trailers, mobile homes or any other vehicles serving in any way
99 the function of a building. This term shall not include temporary construction sheds or

100 trailers erected to assist in construction and maintained during the time of a
101 construction.

102 *Nonresidential* includes all land uses not otherwise specified as residential or
103 exempted as set forth herein. This shall include, but is not limited to day care facilities,
104 residential care facilities, nursing homes, boarding houses, educational facilities,
105 cultural facilities, churches, all commercial uses, all transient lodging and entertainment
106 facilities except those which are temporary in nature, all automotive facilities and/or
107 structures, all miscellaneous business uses and services and all industrial uses.

108 *Owner of record* means the most recent owner of a parcel of property appearing
109 in the official records of Flagler County, Florida.

110 *Residential* means multifamily dwelling units, mobile homes, and single-family
111 detached houses.

112 **ARTICLE III. GENERAL TERMS RELATED TO COLLECTION AND ACCOUNTING**
113 **OF IMPACT FEE FUNDS**

114 (a) There are established capital fund accounts for impact fees, to be generally
115 designated as the "Impact Fee Capital Improvement Trust Fund for the Extension of
116 Primary Water Systems," "Impact Fee Capital Improvement Trust Fund for the Extension
117 of Primary Wastewater Systems," "Police Impact Fee Account," "Fire Impact Fee
118 Account," "Library Impact Fee Account, and "Parks and Recreation Impact Fee
119 Account." Each capital fund account for impact fees shall continue to be maintained
120 separate and apart from all other accounts of the city. The monies deposited into the
121 impact fee capital fund accounts shall be used solely for the purposes allowed by *Florida*
122 *Statutes* and as set forth in this chapter.

123 (b) Funds on deposit in impact fee accounts established within this article
124 shall not be used for any expenditure that would be classified as an operational expense,
125 a maintenance expense or a repair expense.

126 (c) Any funds on deposit in an impact fee account not immediately
127 necessary for expenditure shall be invested in interest-bearing accounts. Applicants
128 shall not receive a credit for or be entitled to interest from the investment of such funds,
129 except as otherwise required in this chapter.

130 (d) An applicant may request an estimate of impact fees which may be
131 imposed by filing a written request to the city. Any estimate which the city provides is
132 non-binding and may be subject to change when the impact fees become due and
133 payable pursuant to this chapter. Non-binding estimates are for the sole benefit of the
134 prospective applicant and neither bind the city, nor preclude it from making
135 amendments or revisions to any provisions of this chapter. No vested rights, legal
136 entitlements, or equitable estoppel accrue by reason of a non-binding estimate. A non-
137 binding fee estimate does not constitute a final decision and may not be appealed
138 pursuant to this chapter.

139 (e) Any person who disagrees with a decision or interpretation of this
140 chapter may appeal to the city manager or designee by filing a written notice of appeal
141 within ten (10) days after the date of the action or decision complained of. The written
142 notice of appeal shall set forth concisely the action or decision appealed as well as the
143 grounds upon which the appeal is based. The city manager or designee shall consider
144 all facts material to the appeal and render a written decision within thirty (30) days of
145 receiving the appeal. Any person who disagrees with the decision of the city manager

146 or designee may appeal to the city commission by filing a written notice of appeal with
147 the city manager's office setting forth concisely the decision appealed within ten (10)
148 days after the date of the city manager's decision. The appeal shall be set for the next
149 available city commission meeting for consideration. The city commission's written
150 decision shall constitute final administrative review

151 (f) Failure to pay an impact fee when determined by the city that an
152 obligation is required to satisfy the impact of development may result in the amount
153 due becoming a lien against the property. The city shall provide a written notice of the
154 impact fee due by personal service, certified, return receipt requested United States
155 Mail or Federal Express or other equivalent overnight letter delivery company. Upon
156 failure to pay the impact fee within thirty (30) days of the date of the notice, a notice of
157 lien may be served upon the applicant owing impact fees and recorded in official
158 records of Flagler County, Florida. Such lien may be foreclosed in the manner
159 provided by law, and there shall be added to the amount of such lien all costs incident
160 to such proceedings including reasonable attorney's fees

161 (g) If impact fees have not been expended or encumbered by the end of the
162 calendar quarter immediately following ten (10) years from the date the fees were paid,
163 upon application of the fee payer of proof of payment, or proof of the date the
164 development permit was approved by the city and that development was never begun,
165 the fees shall be returned with interest at the rate determined by the city based upon the
166 average interest earning rate incurred by the city in accordance with the following
167 procedure:

168 (1) The present owner must petition the city Commission for the
169 refund within one (1) year following the end of the calendar quarter immediately
170 following ten (10) years from the date on which the fee was received.

171 (2) The petition must be submitted to the city manager and must
172 contain:

173 (i) A notarized sworn statement that the petitioner is the
174 current owner of the property;

175 (ii) A copy of the dated receipt issued for payment of the fee
176 or other document evidencing the date the development was approved by
177 the city, which development was never begun;

178 (iii) A certified copy of the latest recorded deed; and

179 (iv) A copy of the most recent ad valorem tax bill.

180 If reimbursement is approved, the city shall remit to the petitioner within sixty (60)
181 days of approval. In determining whether a petitioner is entitled to a refund, it shall be
182 assumed that impact fees are expended or encumbered in the same order in which they
183 were received (that is, "first in, first out"). No refund shall be made of any
184 administrative fee authorized and collected pursuant to this chapter.

185 (h) Any change in the use of property shall require payment of an impact fee
186 in an amount equal to any increase in density or intensity.

187 (i) All impact fee revenues expended from an impact fee fund shall be used
188 for the purpose of providing growth necessitated capital improvements and acquiring,
189 designing, constructing, extending, expanding, relocating, and/or separating capital

190 facilities and infrastructure determined by the city commission to be necessary to serve
191 new development.

192 (j) The City shall be exempt from impact fee charges.

193 **ARTICLE IV. POTABLE WATER IMPACT FEE**

194 (a) Any applicant who seeks to develop land or make improvements to real
195 property shall pay the following potable water impact fees in the manner and amount
196 established and computed pursuant to this article.

197 (b) Subject to the phase-in of fees pursuant to Section 163.31801, Florida
198 Statutes, as set forth in paragraph (c) below, impact fees charged and collected for potable
199 water shall be as follows:

<u>Meter Size and</u> <u>Type</u>	<u>Capacity Ratio</u>	<u>Total Impact</u> <u>Fee to be</u> <u>Collected after</u> <u>Phase-In</u>	<u>Existing</u> <u>Impact Fee</u> <u>at Time of</u> <u>Adoption</u>	<u>Increase Over</u> <u>Existing</u>
<u>0.75 Displacement</u>	<u>1.00</u>	<u>\$1,755</u>	<u>\$1,170</u>	<u>\$585</u>
<u>1.00 Displacement</u>	<u>1.67</u>	<u>\$2,931</u>	<u>\$1,954</u>	<u>\$977</u>
<u>1.50 Displacement</u>	<u>3.33</u>	<u>\$5,844</u>	<u>\$3,896</u>	<u>\$1,948</u>
<u>2.00 Displacement</u>	<u>5.33</u>	<u>\$9,354</u>	<u>\$6,236</u>	<u>\$3,118</u>
<u>3.00 Singlejet</u>	<u>10.67</u>	<u>\$18,726</u>	<u>\$12,484</u>	<u>\$6,242</u>
<u>3.00 Compound</u>	<u>10.67</u>	<u>\$18,726</u>	<u>\$12,484</u>	<u>\$6,242</u>
<u>3.00 Turbine</u>	<u>11.67</u>	<u>\$20,481</u>	<u>\$13,654</u>	<u>\$6,827</u>
<u>4.00 Singlejet</u>	<u>16.67</u>	<u>\$29,256</u>	<u>\$19,505</u>	<u>\$9,752</u>
<u>4.00 Compound</u>	<u>16.67</u>	<u>\$29,256</u>	<u>\$19,504</u>	<u>\$9,752</u>

<u>4.00 Turbine</u>	<u>21.00</u>	<u>\$36,855</u>	<u>\$24,570</u>	<u>\$12,285</u>
<u>6.00 Singlejet</u>	<u>33.33</u>	<u>\$58,494</u>	<u>\$38,996</u>	<u>\$19,498</u>
<u>6.00 Compound</u>	<u>33.33</u>	<u>\$58,494</u>	<u>\$38,996</u>	<u>\$19,498</u>
<u>6.00 Turbine</u>	<u>43.33</u>	<u>\$76,044</u>	<u>\$50,696</u>	<u>\$25,348</u>
<u>8.00 Compound</u>	<u>53.33</u>	<u>\$93,594</u>	<u>\$62,396</u>	<u>\$31,198</u>
<u>8.00 Turbine</u>	<u>93.33</u>	<u>\$163,794</u>	<u>\$109,196</u>	<u>\$54,598</u>
<u>10.00 Turbine</u>	<u>140.00</u>	<u>\$245,700</u>	<u>\$163,800</u>	<u>\$81,900</u>
<u>12.00 Turbine</u>	<u>176.67</u>	<u>\$310,056</u>	<u>\$206,704</u>	<u>\$103,352</u>

200
201 (c) Implementation of the increased fees provided herein shall be phased in
202 over four equal installments. During the twelve month period beginning January 1, 2024,
203 the impact fee to be collected shall be the Existing Impact Fee at Time of Adoption amount
204 plus one-fourth (1/4) of the Increase Over Existing amount. During the twelve month
205 period beginning January 1, 2025, the impact fee to be collected shall be the Existing
206 Impact Fee at Time of Adoption amount plus one-half (1/2) of the Increase Over Existing
207 Amount. During the twelve month period beginning January 1, 2026, the impact fee to be
208 collected shall be the Existing Impact Fee at Time of Adoption amount plus three-fourths
209 (3/4) of the Increase Over Existing amount. Beginning January 1, 2027 the impact fee to
210 be collected shall be the Total Impact Fee to be Collected after Phase-In.

211 **ARTICLE V. WASTEWATER IMPACT FEE**

212 (a) Any applicant who seeks to develop land or make improvements to real
213 property shall pay the following wastewater impact fees in the manner and amount
214 established and computed pursuant to this article.

215 (b) Subject to the phase-in of fees pursuant to Section 163.31801, *Florida*
 216 *Statutes*, as set forth in paragraph (c) below, impact fees charged and collected for
 217 wastewater shall be as follows:

218

<u>Meter Size and Type</u>	<u>Capacity Ratio</u>	<u>Total Impact Fee to be Collected after Phase-In</u>	<u>Existing Impact Fee at Time of Adoption</u>	<u>Increase Over Existing</u>
<u>0.75 Displacement</u>	<u>1.00</u>	<u>\$1,860</u>	<u>\$1,240</u>	<u>\$620</u>
<u>1.00 Displacement</u>	<u>1.67</u>	<u>\$3,106</u>	<u>\$2,071</u>	<u>\$1,035</u>
<u>1.50 Displacement</u>	<u>3.33</u>	<u>\$6,194</u>	<u>\$4,129</u>	<u>\$2,065</u>
<u>2.00 Displacement</u>	<u>5.33</u>	<u>\$9,914</u>	<u>\$6,609</u>	<u>\$3,305</u>
<u>3.00 Singlejet</u>	<u>10.67</u>	<u>\$19,846</u>	<u>\$13,231</u>	<u>\$6,615</u>
<u>3.00 Compound</u>	<u>10.67</u>	<u>\$19,846</u>	<u>\$13,231</u>	<u>\$6,615</u>
<u>3.00 Turbine</u>	<u>11.67</u>	<u>\$21,706</u>	<u>\$14,471</u>	<u>\$7,235</u>
<u>4.00 Singlejet</u>	<u>16.67</u>	<u>\$31,006</u>	<u>\$20,671</u>	<u>\$10,335</u>
<u>4.00 Compound</u>	<u>16.67</u>	<u>\$31,006</u>	<u>\$20,671</u>	<u>\$10,335</u>
<u>4.00 Turbine</u>	<u>21.00</u>	<u>\$39,060</u>	<u>\$26,040</u>	<u>\$13,020</u>
<u>6.00 Singlejet</u>	<u>33.33</u>	<u>\$61,994</u>	<u>\$41,329</u>	<u>\$20,665</u>
<u>6.00 Compound</u>	<u>33.33</u>	<u>\$61,994</u>	<u>\$41,329</u>	<u>\$20,665</u>
<u>6.00 Turbine</u>	<u>43.33</u>	<u>\$80,594</u>	<u>\$53,729</u>	<u>\$26,865</u>
<u>8.00 Compound</u>	<u>53.33</u>	<u>\$99,194</u>	<u>\$66,129</u>	<u>\$33,065</u>
<u>8.00 Turbine</u>	<u>93.33</u>	<u>\$173,594</u>	<u>\$115,729</u>	<u>\$57,865</u>

<u>10.00 Turbine</u>	<u>140.00</u>	<u>\$260,400</u>	<u>\$173,600</u>	<u>\$86,800</u>
<u>12.00 Turbine</u>	<u>176.67</u>	<u>\$328,606</u>	<u>\$219,071</u>	<u>\$109,535</u>

219
220 (c) Implementation of the increased fees provided herein shall be phased in
221 over four equal installments. During the twelve month period beginning January 1, 2024,
222 the impact fee to be collected shall be the Existing Impact Fee at Time of Adoption amount
223 plus one-fourth (1/4) of the Increase Over Existing amount. During the twelve month
224 period beginning January 1, 2025, the impact fee to be collected shall be the Existing
225 Impact Fee at Time of Adoption amount plus one-half (1/2) of the Increase Over Existing
226 Amount. During the twelve month period beginning January 1, 2026, the impact fee to be
227 collected shall be the Existing Impact Fee at Time of Adoption amount plus three-fourth
228 (3/4) of the Increase Over Existing amount. Beginning January 1, 2027 the impact fee to
229 be collected shall be the Total Impact Fee to be Collected after Phase-In.

230 **ARTICLE VI. POLICE IMPACT FEE**

231 (a) Any applicant who seeks to develop land or make improvements to real
232 property shall pay the following police impact fees in the manner and amount established
233 and computed pursuant to this article.

234 (b) Beginning January 1, 2024, the police impact fee to be charged and
235 collected shall be as follows:

<u>Residential Fee per Unit</u>	
<u>Square Footage</u>	<u>Impact Fee to be Collected</u>
<u>1,100 or less</u>	<u>\$455</u>

<u>1,101 to 1,500</u>	<u>\$717</u>
<u>1,501 to 2,000</u>	<u>\$905</u>
<u>2,001 to 2,500</u>	<u>\$1,054</u>
<u>2,501 to 3,000</u>	<u>\$1,176</u>
<u>3,001 to 3,500</u>	<u>\$1,281</u>
<u>3,501 or more</u>	<u>\$1,373</u>

236

<u>Nonresidential Fee per 1,000 Square Feet</u>	
<u>Development Type</u>	<u>Impact Fee to be Collected</u>
<u>Industrial</u>	<u>\$381</u>
<u>Commercial</u>	<u>\$1,911</u>
<u>Office & Other Services</u>	<u>\$848</u>
<u>Institutional</u>	<u>\$1,166</u>

237

238 **ARTICLE VII. FIRE IMPACT FEE**

239 (a) Any applicant who seeks to develop land or make improvements to real
 240 property shall pay the following fire impact fees in the manner and amount established and
 241 computed pursuant to this article.

242 (b) Beginning January 1, 2024, the fire impact fee to be charged and collected
 243 shall be as follows:

<u>Residential Fee per Unit</u>
--

<u>Square Footage</u>	<u>Impact Fee to be Collected</u>
<u>1,100 or less</u>	<u>\$538</u>
<u>1,101 to 1,500</u>	<u>\$849</u>
<u>1,501 to 2,000</u>	<u>\$1,071</u>
<u>2,001 to 2,500</u>	<u>\$1,247</u>
<u>2,501 to 3,000</u>	<u>\$1,392</u>
<u>3,001 to 3,500</u>	<u>\$1,516</u>
<u>3,501 or more</u>	<u>\$1,625</u>

244

<u>Nonresidential Fee per 1,000 Square Feet</u>	
<u>Development Type</u>	<u>Impact Fee to be Collected</u>
<u>Industrial</u>	<u>\$451</u>
<u>Commercial</u>	<u>\$2,261</u>
<u>Office & Other Services</u>	<u>\$1,003</u>
<u>Institutional</u>	<u>\$1,380</u>

245

246 **ARTICLE VIII. LIBRARY IMPACT FEE**

247 (a) Any applicant who seeks to develop land or make improvements to real
 248 property for residential development shall pay the following library impact fees in the
 249 manner and amount established and computed pursuant to this article.

250 (b) Beginning January 1, 2024, the library impact fee to be charged and
251 collected shall be as follows:

<u>Residential Fee per Unit</u>	
<u>Square Footage</u>	<u>Impact Fee to be Collected</u>
<u>1,100 or less</u>	<u>\$123</u>
<u>1,101 to 1,500</u>	<u>\$193</u>
<u>1,501 to 2,000</u>	<u>\$244</u>
<u>2,001 to 2,500</u>	<u>\$284</u>
<u>2,501 to 3,000</u>	<u>\$317</u>
<u>3,001 to 3,500</u>	<u>\$345</u>
<u>3,501 or more</u>	<u>\$370</u>

252

253 **ARTICLE IX. PARKS AND RECREATION IMPACT FEE**

254 (a) Any applicant who seeks to develop land or make improvements to real
255 property for residential development shall pay the following parks and recreation impact
256 fees in the manner and amount established and computed pursuant to this article.

257 (b) Beginning January 1, 2024, the parks and recreation impact fee to be
258 charged and collected shall be as follows:

<u>Residential Fee per Unit</u>	
<u>Square Footage</u>	<u>Impact Fee to be Collected</u>
<u>1,100 or less</u>	<u>\$1,352</u>

<u>1,101 to 1,500</u>	<u>\$2,132</u>
<u>1,501 to 2,000</u>	<u>\$2,691</u>
<u>2,001 to 2,500</u>	<u>\$3,133</u>
<u>2,501 to 3,000</u>	<u>\$3,497</u>
<u>3,001 to 3,500</u>	<u>\$3,809</u>
<u>3,501 or more</u>	<u>\$4,082</u>

259

260 **ARTICLE X. ADMINISTRATIVE FEE**

261 Beginning January 1, 2024, the administrative fee charged and collected for new
 262 development shall be as follows:

<u>Residential Fee per Unit</u>	
<u>Square Footage</u>	<u>Administrative Charge</u>
<u>1,100 or less</u>	<u>\$13</u>
<u>1,101 to 1,500</u>	<u>\$20</u>
<u>1,501 to 2,000</u>	<u>\$26</u>
<u>2,001 to 2,500</u>	<u>\$30</u>
<u>2,501 to 3,000</u>	<u>\$33</u>
<u>3,001 to 3,500</u>	<u>\$36</u>
<u>3,501 or more</u>	<u>\$39</u>

263

<u>Nonresidential Fee per 1,000 Square Feet</u>	
<u>Development Type</u>	<u>Administrative Charge</u>
<u>Industrial</u>	<u>\$18.11</u>

<u>Commercial</u>	<u>\$24.49</u>
<u>Office & Other Services</u>	<u>\$37.52</u>
<u>Institutional</u>	<u>\$34.95</u>

264
265 **SECTION 3.** Appendix “A,” “Land Development Regulations” of the City of Flagler Beach,
266 Code of Ordinances is amended by deleting existing Sections 5.03.87 through 5.03.93 which is
267 being replaced by portions of the new language in Section 2, above.

268 ~~Sec. 5.03.87. Impact Fee.~~

269 ~~Sec. 5.03.88. Definitions.~~

270 ~~The following words, terms and phrases, when used in this article, shall have the meanings~~
271 ~~ascribed to them in this section, except where the context clearly indicates a different~~
272 ~~meaning:~~

273 ~~Combination accounts.~~ Accounts that contain both residential and commercial facilities
274 served through a common meter may be treated as nonresidential.

275 ~~Equivalent living unit.~~ The following is a definition of equivalent living unit (E.L.U.)

276 ~~(1) Residential Single family.~~ Each single family residence served by the city
277 through a single sewer service and/or water meter shall be one (1) equivalent living unit.

278 ~~(2) Residential Rooms, combinations of rooms, etc.~~ Each residential room,
279 combination of rooms, apartment, or prepared mobile home space, that includes connection
280 points for sewer and/or water service that is owner occupied, offered separately for rent as
281 a rental unit, or vacant, shall be one (1) equivalent living unit.

282 (3) — ~~Nonresidential, commercial and industrial.~~ For nonresidential uses not specifically
 283 defined elsewhere in this article, the number of equivalent living units shall be computed
 284 by the building official using the fixture unit count as defined in the following table:

Fixture Units	E.L.U.	Fixture Units	E.L.U.
—1—15	1	—241—340	—8
—16—30	2	—341—480	—9
—31—60	3	—481—620	10
—61—80	4	—621—800	11
—81—100	5	—801—1000	12
101—160	6	1001—1300	13
161—240	7	1301—1650	14

285
 286 For each additional increment of seven hundred fifty (750) fixture units, add one (1) E.L.U.
 287 ~~Expansion of an existing connection.~~ If a building permit is issued for an existing
 288 connection which will increase water or sewer demand, or if a building changes from
 289 residential to nonresidential occupancy, the total number of E.L.U.'s for the old and new
 290 parts of the facility shall be computed as outlined in the definition of "equivalent living
 291 unit." The number of new E.L.U.'s shall be determined by subtracting the old E.L.U.'s from
 292 the total number of E.L.U.'s in the entire facility. The impact fee will be assessed on the
 293 number of new E.L.U.'s. As an example, if an existing building contained one hundred fifty
 294 (150) fixture units and it was expanded to three hundred (300) fixture units, the impact fee
 295 would equal (8 E.L.U.'s — 6 E.L.U.'s) or 2 E.L.U.'s.

296 ~~*Sanitary sewer facilities.* A sanitary sewer system includes two (2) broad categories or~~
297 ~~subsystems, which are:~~

298 ~~(1) Primary systems:~~

299 ~~a. Plant facilities:~~

300 ~~i. Treatment plants;~~

301 ~~ii. Effluent disposal facilities.~~

302 ~~b. Transmission facilities:~~

303 ~~i. Master pump stations;~~

304 ~~ii. Force mains;~~

305 ~~iii. Interceptors.~~

306 ~~(2) Secondary or local collection systems:~~

307 ~~a. House laterals;~~

308 ~~b. Eight inch or smaller collector sewers;~~

309 ~~e. Lift stations;~~

310 ~~d. Low pressure sewer mains;~~

311 ~~e. Eight inch or smaller force mains.~~

312 ~~*Water facilities.* A water facility system includes two (2) broad categories or subsystems,~~
313 ~~which are:~~

314 ~~(1) Primary systems:~~

315 ~~a. Plant facilities:~~

316 ~~i. Wells and well pumps;~~

317 ~~ii. Raw water mains;~~

318 ~~iii. Treatment plans;~~

319 ~~b. — Transmission facilities:~~

320 ~~i. — High service pumps;~~

321 ~~ii. — Storage and re-pumping;~~

322 ~~iii. — Transmission mains.~~

323 ~~Cross reference(s) — General definitions, § 1-2.~~

324 ~~Sec. 5.03.89. Purpose.~~

325 ~~(a) — This article is to establish procedures to facilitate the orderly expansion of the city's~~
326 ~~water supply system and wastewater treatment system.~~

327 ~~(b) — In order to fund primary capital improvements, several combined methods of~~
328 ~~financing will be necessary, one (1) of which is an impact fee defined as "a new building's~~
329 ~~contribution toward its equitable share of the cost of capital improvements required to serve~~
330 ~~new users."~~

331 ~~(c) — All secondary facilities shall be provided by the customer or developer in~~
332 ~~accordance with the Uniform Extension Policy to facilitate the orderly expansion of this~~
333 ~~portion of the water and sewer systems.~~

334 ~~Sec. 5.03.90. Reserved.~~

335 ~~Sec. 5.03.91. Fee schedule.~~

336 ~~(a) — There is hereby imposed an impact fee based on the city commission's~~
337 ~~determination of the equitable portion of the system upon the equivalent living unit~~
338 ~~responsible for the need for additional system financing.~~

339 ~~(b) — The fee for each equivalent living unit connected to the system shall be as follows:~~

340 ~~(1) — Water impact fee for primary systems:~~

Plant facilities	\$ 320.00
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Transmission facilities	—850.00
—Total	—1,170.00

341

342 (2) — Sewer impact fee for primary systems:

Plant facilities	\$ 725.00
Transmission facilities	—515.00
—Total	—1,240.00

343

344 (e) — Each additional equivalent living unit occasioned by changes in property usage
 345 subsequent to the effective date of this section shall be subject to an additional impact fee
 346 computed in accordance with the foregoing criteria.

347 (d) — There shall be an annual adjustment of rates as set forth in Ordinance No. 2000-08
 348 [2000-28], such adjustment shall be calculated by using the annual indexing factor based
 349 on the Engineering News Record (ENR) Construction Cost Index. The resulting fee will
 350 become effective each October 1, starting October 1, 2002, and will be valid for the new
 351 fiscal year.

352 ~~Sec. 5.03.92. Imposing fee; when payable; penalty for nonpayment~~

353 (a) — The fee in Section 5.03.91 shall be imposed on every equivalent living unit
 354 connected to the water or sewer system whether those units are new or existing as follows:

355 (1) — On every new connection or addition to the water or sewer system where the
 356 building permit was issued on October 5, 1979, and subsequent thereto;

357 (2) — On every equivalent living unit connecting to the water or sewer system as it existed
358 on October 5, 1979 (excepting there from any equivalent living unit for which a building
359 permit was issued prior to October 5, 1979);

360 (3) — On every equivalent living unit connecting to the water or sewer system and not
361 having obtained final building inspection as of September 25, 1980.

362 (b) — The fee in Section 5.03.91 shall be imposed on every equivalent living unit
363 constructed or connected in areas served by the existing sewer or water system as well as
364 in those areas that will be on an extension of the local collection and distribution system as
365 well as those areas where the local facilities have been installed by the developer.

366 (c) — Except as otherwise provided in this article, impact fees shall be due and payable
367 as follows:

368 (1) — In full, upon application for the building permit;

369 (2) — If building permit has already been issued, the fees shall be paid within six (6)
370 months from the date the permit was issued or upon request for final inspection by the
371 building official, whichever occurs sooner;

372 (3) — Regardless of method or time of payment, no final inspection shall be made or
373 approved, nor shall a certificate of occupancy be issued until all such fees are paid in full;

374 (4) — All deferred impact fee payments and all delinquent impact fees shall bear interest
375 at the rate of four point seven five (4.75) percent per annum, compounded monthly from
376 the effective date of this section or from the date due, whichever occurs later.

377 (d) — For those equivalent residential units that:

378 (1) — Obtained a building permit on October 5, 1979 and thereafter, and have obtained a
379 final building inspection as of October 23, 1980;

380 ~~(2) — Are existing structures in areas that will be on future extensions of the local~~
381 ~~collection and distribution system, a deferred payment plan, known as monthly payback,~~
382 ~~is hereby established as follows:~~

383 ~~a. — For each water and sewer connection, the city shall receive thirty five dollars and~~
384 ~~seventy nine cents (\$35.79) per month. This is in addition to all other rates and fees. This~~
385 ~~fee shall be paid every month until the balance of the fee has been paid. In addition, all~~
386 ~~"monthly payback" accounts open on each May 1, commencing May 1, 1981, shall be~~
387 ~~assessed a service fee of twenty five dollars (\$25.00) in order to defray the administrative~~
388 ~~expense of the monthly payback system. The owner of the E.L.U. can pay the remaining~~
389 ~~amount due on the account at any time during the payback period;~~

390 ~~b. — For each water connection, the city shall receive seventeen dollars and seventy six~~
391 ~~cents (\$17.76) per month. This is in addition to all other rates and fees. This fee shall be~~
392 ~~paid every month until the balance of the fee has been paid. In addition, all "monthly~~
393 ~~payback" accounts open on each May 1, commencing May 1, 1981, shall be assessed a~~
394 ~~service fee of twenty five dollars (\$25.00) in order to defray the administrative expense of~~
395 ~~the monthly payback system. The owner of the E.L.U. can pay during the payback period;~~

396 ~~c. — For each sewer connection, the city shall receive eighteen dollars and three cents~~
397 ~~(\$18.03) per month. This is in addition to all other rates and fees. This fee shall be paid~~
398 ~~every month until the balance of the fee has been paid. In addition, all "monthly payback"~~
399 ~~accounts open on each May 1, commencing May 1, 1981, shall be assessed a service fee~~
400 ~~of twenty five dollars (\$25.00) in order to defray the administrative expense of the monthly~~
401 ~~payback system. The owner of the E.L.U. can pay during the payback period;~~

402 d. — The monthly payback and service fee will be added to the monthly water and sewer
403 bill for the unit and will be the owner's responsibility to ensure payment whether or not the
404 unit is owner or tenant occupied.

405 (e) — Nonpayment of the impact fee including the monthly pay back where applicable
406 shall be grounds for discontinuing service.

407 (f) — The impact fee is comprised of two (2) separate fees, i.e., water and sewer. In areas
408 where only one (1) of these services is available, the applicable fee for the other service or
409 for both services if neither was available at the time of construction will be imposed when
410 service is made available.

411 **Sec. 5.03.93. Liens.**

412 ~~All charges due under this article shall be the obligation of the record owner of the~~
413 ~~equivalent residential unit, irrespective of actual occupancy, and shall constitute a~~
414 ~~lien against the property until paid. Notice of such lien need not be recorded in the~~
415 ~~official records of the county in order to be effective, but the city may cause such a~~
416 ~~notice to be recorded. If such charges are not promptly paid when due, such lien may~~
417 ~~be foreclosed in the manner provided by law, and there shall be added to the amount~~
418 ~~of such lien all costs incident to such proceedings including reasonable attorney's fees.~~

419 **SECTION 4.** The City Clerk is directed to post notice on the City's website informing interested
420 parties of this ordinance and the new and increased impact fees contemplated herein.

421 **SECTION 5.** Codification. It is the intent of the City Commission of the City of Flagler Beach
422 that the provisions of Section 2 of this Ordinance shall be codified. The codifier is granted broad
423 and liberal authority in renumbering and codifying the provisions of Section 2 of this Ordinance;
424 article and section numbers assigned throughout are suggested by the City.

425 **SECTION 6.** Severability. If any section, sentence, phrase, word or portion of this Ordinance is
426 determined to be invalid, unlawful or unconstitutional, said determination shall not be held to
427 invalidate or impair the validity, force or effect of any other section, sentence, phrase, word or
428 portion of this Ordinance not otherwise determined to be invalid, unlawful or unconstitutional.

429 **SECTION 7.** Conflicts. In any case where a provision of this Ordinance is found to be in conflict
430 with a provision of any other existing ordinance of this City, the provision which establishes the
431 higher standards for the promotion and protection of the health and safety of the people shall
432 prevail.

433 **SECTION 8.** Effective Date. **This Ordinance shall become effective on January 1, 2024,**
434 which date is more than ninety (90) days from the date of adoption of this Ordinance, pursuant to
435 the requirements of §163.31801, Florida Statutes.

436

437 **PASSED AND ADOPTED** this ____ day of _____, 2023, by the City Commission
438 of the City of Flagler Beach, Florida.

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ATTEST:

446

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By: _____

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Penny Overstreet, City Clerk

Suzie Johnston, Mayor