

REGULAR MEETING OF THE FLAGLER BEACH CITY COMMISSION THURSDAY, OCTOBER 14, 2021, AT 5:30 P.M. AND TO BE CONTINUED UNTIL ITEMS ARE COMPLETE. CITY COMMISSION CHAMBERS, 105 S. SECOND STREET, FLAGLER BEACH, FLORIDA 32136

AMENDED AGENDA

1. Call the meeting to order.
2. Pledge of Allegiance followed by a moment of silence to honor our Veterans, Members of the Armed Forces and First Responders.
3. Proclamations and Awards.
 - Proclamation "Domestic Violence Awareness Month".
 - Proclamation "Tommy Tant Day".
 - Certificate of Appreciation to Carla Cline.
4. Intergovernmental Updates:
 - Update regarding Dunes Restoration Project – Al Hadeed, Flagler County Attorney.
 - Safety Update – Special Events – Flagler Beach Safety Officers.
5. Deletions and Changes to the Agenda.
6. Comments regarding items not on the agenda. Citizens are encouraged to speak. However, comments should be limited to three minutes.

CONSENT AGENDA

7. Approve the Regular Meeting minutes of September 23, 2021, and the Special Meeting minutes of September 23, 2021 and the Joint Workshops of September 20, and September 28, 2021.
8. Approve a one-year contract with the Flagler Humane Society for F/Y 2021-2022 – Liz Mathis, Human Resources.
9. Approve a Memorandum of Understanding between The City of Flagler Beach and Flagler Strong, Inc.
10. Approve the final draft of the 2021 Strategic Plan.

GENERAL BUSINESS

11. Approve the American Rescue Act Action Plan – William R. Whitson, City Manager.
12. Comprehensive presentation /update regarding the Waste Water Treatment Plant State Revolving Fund Loan for construction of the new plant – Benjamin Fries, CPH, Inc.

13. Receive a presentation from “Beaches Go Green” regarding their cigarette butt receptacle/recycle program.
14. Resolution 2021-29, a resolution by the City Commission of the City of Flagler Beach, Florida, for Water, Sewer, Sanitation and Stormwater Fee Increases to provide revenues that will be sufficient to operate financially self-supporting utilities; repealing Resolution 2020-34; providing for conflict and an effective date – Kathleen Doyle, Finance Director.
15. Discussion regarding the Starry Night Christmas Program.

COMMISSION COMMENTS

16. Commission comments, including reports from meetings attended.

PUBLIC HEARINGS

17. Ordinance 2021-11, an ordinance by the City of Flagler Beach, Florida, approving the Collective Bargaining Agreement between the City of Flagler Beach, Florida and the International Union of Police Associations, for the period October 01, 2021 through September 30, 2024; providing for conflicts; providing for severability and providing an effective date – final reading.
18. Ordinance 2021-12, an ordinance by the City of Flagler Beach, Florida amending Chapter 2, Article II, City Commission, Section 2-20 Rules of Procedure for City Commission meetings, (b) to add a second public comment item on regular meeting agendas; providing for codification, conflicts, severability and providing an effective date – final reading.
19. Ordinance 2021-13, an ordinance by the City of Flagler Beach, Florida, authorizing the conveyance by deed of certain city owned property consisting of Lots 7 through 22 of Block 12 of the Model Land Subdivision and a portion of Block 16 of the Gold Coast Subdivision to the Flagler County Board of County Commissioners; providing for conflicts and establishing an effective date – final reading.

STAFF REPORTS

20. Staff Reports.
 - City Attorney:
 - City Manager:
 - City Clerk:
 - Establish date for Workshop & Special Meeting.

21. Adjournment.

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

MINUTES

#7

PRESENT: Commission: Mayor Suzie Johnston, Chair Eric Cooley, Vice-Chair Rick Belhumeur, Commissioners Ken Bryan, Jane Mealy and Deborah Philips. PARB: Chair Don Deal, Kathy Feind, Joseph Pozzuoli, Joanne Soman, Brenda Wotherspoon, and Scott Chappuis. Staff City Manager William R. Whitson, Planner Larry Torino, City Clerk Penny Overstreet. Consultant: Brian Teeple, Kimmley-Horn.

ABSENT: PARB: Paul Chestnut.

1. CALL THE MEETING TO ORDER: Chair Cooley called the meeting to order at 5:00 p.m.
2. PLEDGE OF ALLEGIANCE: Mayor Johnston led the pledge to the flag.
3. LAND DEVELOPMENT CODE REWRITE JOINT WORKSHOP: REVIEW CHAPTERS IV, V & VI:

The Boards reviewed Chapters IV, V and VI of the draft Land Development Code. The following are corrections that need to be implemented to the document or content based consensus reached in the joint review of Chapters IV, V and VI.

Chapter IV

Page 125, Section 4.01.00 Accessory Structure Height. Discussion ensued regarding interpretation of the section.

Page 125, Section 4.00.01 (b): amend language to correct the grammatical error.

A consensus was reached to clean-up the language of Section 4.00.01 (b), (c) and (d).

Page 125, Section 4.01.00 (B) (2) change the word "sideways" to "perpendicular".

Page 129, Correct the graphic and language to read "no higher than base flood elevation".

Page 133, Section 4.10.00(L): a consensus was reached to add language "plus state mandated regulations".

Page 134, Section 4.13.00: remove the 3 day limit, and control with special exception.

Page 136, Section 4.15.00 (a) (5) (f): Planner to review with City Attorney to determine if item relates to vacant lots.

Page 138, Section 4.15.00 (b) (4) (c): require decorative block or vinyl wall.

Page 138-139, Section 14.17.01 Home based Businesses: Planner to review section with the City Attorney to ensure the section complies with recent legislation.

Page 142, change title of Section 4.231.00 to remove the word "Residential".

Page 142, Section 4.20.00 (b): remove penalties, in reference to amounts and add language that fees and penalties are adopted by resolution.

Page 143, Section 4.21.05: Planner to complete section.

Chapter V:

Page 151, Section 5.06.00, a consensus was reached to change the word "County" to "City".

Chapter VI:

Page 163, Section 6.00.03 (b) & (c): cite state regulations.

Page 168, Section 6.08.00: remove penalties, in reference to amounts and add language that fees and penalties are adopted by resolution.

Page 169, Section 6.09.03 (b): missing subsection.

Page 173, Section 6.26.02 (c) (1): change address to Building Department address.

Page 184, 2nd paragraph: remove penalties, in reference to amounts and add language that fees and penalties are adopted by resolution.

Page 189, Section 6.27.14 (b): Planner and consultant to add charts, cross reference, etc.

Set Meeting Dates: The boards agreed to schedule the following meetings to review the remainder of the document. October 26, 2021 at 5:00 p.m., review Section VII and VIII 8, November 2, 2021 at 5:00 p.m., review Sections IX, X and XI, and November 9, 2021 at 5:00 p.m. review Parking Sections 3.36.00 through 3.36.05.

4. Adjournment: Commissioner Belhumeur put forth a motion to adjourn the meeting at 7:24 p.m.

Attest:

Eric Cooley, Chair

Penny Overstreet, City Clerk

MINUTES

PRESENT: Mayor Suzie Johnston, Chair Eric Cooley, Vice-Chair Rick Belhumeur, Commissioners Ken Bryan, Jane Mealy and Deborah Phillips, City Attorney D. Andrew Smith, III, City Manager William R. Whitson, Finance Director Kathleen Doyle and City Clerk Penny Overstreet.

1. CALL THE MEETING TO ORDER: Chair Cooley called the meeting to order at 5:01 p.m.
2. PLEDGE OF ALLEGIANCE: Mayor Johnston led the pledge.

PUBLIC HEARINGS

3. RESOLUTION 2021-22, A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA LEVYING THE AD VALOREM PROPERTY TAX MILLAGE RATE FOR THE MUNICIPAL PURPOSES ON ALL TAXABLE PROPERTY WITHIN THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022, STATING THE MILLAGE TO BE LEVIED IS 5.4200 IN FLAGLER COUNTY AND 5.4200 IS THE RATE TO BE LEVIED FOR VOLUSIA COUNTY; AND PROVIDING AN EFFECTIVE DATE – FINAL READING: Attorney Smith read the title of the resolution into the record adding the MIL rate is greater than the roll back rate by 9.34% for both Flagler and Volusia counties. Commissioner Bryan motioned to approve Resolution 2021-22. Commissioner Belhumeur seconded the motion. Chair Cooley opened public comments. No comments were offered. Chair Cooley closed public comments. The motion carried unanimously, after a roll call vote.
4. RESOLUTION 2021-23, A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, ADOPTING BUDGETS FOR THE GENERAL FUND, UTILITY FUND, SANITATION FUND, STORMWATER FUND, CRA FUND, PIER ENTERPRISE FUND, AND BUILDING CODE INSPECTION FUND FOR THE FISCAL YEAR 2021-22 FIXING APPROPRIATIONS THEREIN; PROPOSING EXPENDITURES THERE UNDER; AND DETERMINING THE AMOUNT OF MONEY TO BE RAISED BY TAXATION AND PROVIDING AN EFFECTIVE DATE HEREOF – FINAL READING: Attorney Smith read the title of Resolution 2021-23 into the record. Commissioner Mealy motioned to approve Resolution 2021-23. Commissioner Bryan seconded the motion. Chair Cooley opened public comments. No comments were offered. Chair Cooley closed public comments. The motion carried four to one, with Commissioner Belhumeur voting no.
5. ADJOURNMENT: Commissioner Mealy put forth a motion to adjourn the meeting at 5:05 p.m.

Attest:

Eric Cooley, Chair

Penny Overstreet, City Clerk



#7

REGULAR MEETING OF THE FLAGLER BEACH CITY COMMISSION THURSDAY, SEPTEMBER 23, 2021, AT 5:30 P.M. AND TO BE CONTINUED UNTIL ITEMS ARE COMPLETE. CITY COMMISSION CHAMBERS, 105 S. SECOND STREET, FLAGLER BEACH, FLORIDA 32136

MINUTES

PRESENT: Mayor Suzie Johnston, Chair Eric Cooley, Vice-Chair Rick Belhumeur, Commissioners Ken Bryan, Jane Mealy and Deborah Phillips, City Attorney D. Andrew Smith, III, City Manager William R. Whitson and City Clerk Penny Overstreet.

1. CALL THE MEETING TO ORDER: Chair Cooley called the meeting to order at 5:01 p.m.
2. PLEDGE OF ALLEGIANCE FOLLOWED BY A MOMENT OF SILENCE TO HONOR OUR VETERANS, MEMBERS OF THE ARMED FORCES AND FIRST RESPONDERS: Mayor Johnston led the pledge.
3. PROCLAMATIONS AND AWARDS.
 - PROCLAMATION PINK ARMY "RAISE THE FLAG": Mayor Johnston read the proclamation into the record and presented it to John Subers, Director, Advent Health Foundation. Mr. Subers thanked the officials for the recognition and promoted the Pink Army Campaign to raise dollars throughout the county to assist women with the medical expenses associated with a diagnosis of breast cancer. Mr. Subers acknowledged Carla Cline for her efforts to fund raise 20,000 worth of 20 dollar restaurant gift cards for the all of health care workers at the Palm Coast hospital.
 - CERTIFICATE OF APPRECIATION ADAM MORLEY FOR LITTER CLEAN-UP IN THE ICW: Mayor Johnston thanked Adam for his service to the community and presented him with the certificate.
4. DELETIONS AND CHANGES TO THE AGENDA: Chair Cooley noted Item 8 is removed from the agenda.
5. COMMENTS REGARDING ITEMS NOT ON THE AGENDA. CITIZENS ARE ENCOURAGED TO SPEAK. HOWEVER, COMMENTS SHOULD BE LIMITED TO THREE MINUTES: Kathy Wilcox, Director, Flagler Beach Historical Museum, reported the Museum is celebrating their 20th anniversary this month and thanked the current and past Commission for their support. Nancy Shelton posed questions related to the environmental impacts of the beach nourishment project. The Officials referred Ms. Shelton to the County public information office and County Attorney Hadeed.

CONSENT AGENDA

6. APPROVE THE REGULAR MEETING MINUTES OF SEPTEMBER 09, 2021, AND THE SPECIAL MEETING MINUTES OF SEPTEMBER 09, 2021.

7. APPROVE A 1- YEAR CONTRACT WITH PGIT FOR AN INSURANCE PACKAGE FOR F/Y 2021-2022 – LIZ MATHIS HUMAN RESOURCES.
8. APPROVE a 1- YEAR CONTRACT WITH THE FLAGLER HUMANE SOCIETY FOR F/Y 2021-2022 – LIZ MATHIS, HUMAN RESOURCES: This item was removed from the agenda.

Motion by Belhumeur that we approve the consent agenda as is. Commissioner Bryan seconded the motion. Chair Coley opened public comments. No comments were offered. Chair Cooley closed public comments. The motion carried unanimously

GENERAL BUSINESS

9. RESOLUTION 2021-25, A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING RESOLUTION 2020-28 WHICH ADOPTED THE FY 2020/21 BUDGET; PROVIDING FOR CONFLICT, PROVIDING AN EFFECTIVE DATE HEREOF – KATHLEEN DOYLE, FINANCE DIRECTOR: Attorney Smith read the title of the resolution into the record. Motion by Commissioner Mealy to approve Resolution 2021-25. Commissioner Phillips seconded the motion. Chair Cooley opened public comments. No comments were offered. Chair Cooley closed public comments. The motion carried unanimously, after a roll call vote.
10. RESOLUTION 2021-27, A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA AMENDING RESOLUTION 2021-21, SECTION 2; AMENDING THE CITY MANAGERS ROLE ON THE COMMITTEE FROM EX-OFFICIO TO STAFF LIAISON TO THE COMMITTEE; PROVIDING FOR CONFLICT AND EFFECTIVE DATE HEREOF – PENNY OVERSTREET, CITY CLERK: Attorney Smith read the title of the resolution into the record. Motion by Commissioner Phillips to approve Resolution 2021-27. Commissioner Belhumeur seconded the motion. Chair Cooley opened public comments. No comments were offered. Chair Cooley closed public comments. The motion carried unanimously, after a roll call vote.
11. RESOLUTION 2021-28, A RESOLUTION BY THE CITY OF FLAGLER BEACH, FLORIDA, APPROVING AND AUTHORIZING TO JOIN WITH THE STATE OF FLORIDA AND OTHER LOCAL GOVERNMENTAL UNITS AS PARTICIPANT IN THE FLORIDA MEMORANDUM OF UNDERSTANDING AND FORMAL AGREEMENTS IMPLEMENTING A UNIFIED PLAN; AND PROVIDING AN EFFECTIVE DATE – ATTORNEY SMITH: Attorney Smith read the title of the resolution into the record. Attorney Smith reported this resolution originated from the Attorney General's Office. Attorney Smith indicated he has been working with the County Attorney on this issue. It is believed by the governments involved in the Opioid Litigation, a unified plan for the allocation and use of prospective settlement dollars from opioid related litigation will assist the agencies by working as one. Motion by Commissioner Mealy to approve Resolution 2021-28. Commissioner Belhumeur seconded the motion.

Chair Cooley opened public comments. No comments were offered. Chair Cooley closed public comments. The motion carried unanimously, after a roll call vote.

The agenda moved to item 13

COMMISSION COMMENTS

12. COMMISSION COMMENTS, INCLUDING REPORTS FROM MEETINGS ATTENDED: The officials reported their attendance at meetings, gatherings and events since the last regular meeting. Mayor Johnston participated in the International Beach Clean-up. Ken Bryan reported he will meet with managers from Lowes regarding sponsorship of material for the Veterans Memorial bench program. Commissioner Belhumeur read the proposed inscription that will go on the new Veterans Memorial Monument. The Commission reached a consensus to proceed with the proposed language on the monument. Commissioner Mealy spoke about a survey from the Florida League of Cities, Natural Resource Committee. The survey is a query regarding how people feel about stores use of plastic bags, etc. The Commission reached a consensus to put a link to the survey on the website. Commissioner Phillips spoke about the event she held to have local children voice their ideas for the revamping of the playground at Wickline Park. Commissioner Phillips spoke of the Zoom meeting she participated in regarding Irma & Pal Parker Preserve. City Manager Whitson indicated he is working with Engineers from Mott MacDonald and staff from Florida Communities Trust to complete the park amenities which were a requirement of the grant used to obtain the property.

The agenda moved to Item 15.

PUBLIC HEARINGS

13. ORDINANCE 2021-11, AN ORDINANCE BY THE CITY OF FLAGLER BEACH, FLORIDA, APPROVING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF FLAGLER BEACH, FLORIDA AND THE INTERNATIONAL UNION OF POLICE ASSOCIATIONS, FOR THE PERIOD OCTOBER 01, 2021 THROUGH SEPTEMBER 30, 2024; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE – FIRST READING. Attorney Smith read title of the ordinance into the record. Attorney Smith noted two scribes' errors on pages 43 & 55. Motion by Commissioner Belhumeur that we approve Ordinance 2021-11. Commissioner Phillips seconded the motion. Chair Cooley opened public comments. No comments were offered. Chair Cooley closed public comments. The motion carried unanimously, after a roll call vote.
14. ORDINANCE 2021-13, AN ORDINANCE BY THE CITY OF FLAGLER BEACH, FLORIDA, AUTHORIZING THE CONVEYANCE BY DEED OF CERTAIN CITY OWNED PROPERTY CONSISTING OF LOTS 7 THROUGH 22 OF BLOCK 12 OF THE MODEL LAND SUBDIVISION AND A PORTION OF BLOCK 16 OF THE GOLD COAST SUBDIVISION TO THE FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS; PROVIDING FOR CONFLICTS AND

ESTABLISHING AN EFFECTIVE DATE – FIRST READING: Attorney Smith read the title of the ordinance into the record. Motion by Commissioner Belhumeur to approve Ordinance 2021-13. Commissioner Bryan seconded the motion. Chair Cooley opened public comments. Mark Blythe provided comments. Chair Cooley closed public comments. The motion carried unanimously, after a roll call vote.

The agenda moved to Item 13.

STAFF REPORTS

15. STAFF REPORTS.

- CITY ATTORNEY: Attorney Smith reminded the Officials to be mindful of their actions regarding sunshine laws. Attorney Smith reported he is following up with Staff regarding the questions from the September 20th Land Development Code Review Workshop.
- CITY MANAGER:
 - American Rescue Act Plan Update: Mr. Whitson reported the draft plan will be on the next regular agenda for approval.

16. ADJOURNMENT: Commissioner Belhumeur put forth a motion to adjourn the meeting at 6:50 p.m.

Attest:

Eric Cooley, Chair

Penny Overstreet, City Clerk

JOINT WORKSHOP MEETING OF THE FLAGLER BEACH CITY COMMISSION AND THE PLANNING AND ARCHITECTURAL REVIEW BOARD MONDAY, SEPTEMBER 20, 2021 AT 5:00 P.M. AND TO BE CONTINUED UNTIL ITEMS ARE COMPLETE. CITY COMMISSION CHAMBERS, 105 S. SECOND STREET, FLAGLER BEACH, FLORIDA 32136

NOTES

PRESENT: PARB: Chair Don Deal, Catherine Feind, Joann Soman, Scott Chappuis, Brenda Wotherspoon and Joseph Pozzuoli. City Commission: Mayor Suzie Johnston, Chair Eric Cooley, Vice-Chair Rick Belhumeur, Commissioners Ken Bryan, Jane Mealy and Deborah Phillips, Staff: William R. Whitson, Larry Torino, Lee Richards and Penny Overstreet. Consultant, Brian Teeple, Kimmley-Horn.

ABSENT: PARB: Paul Chestnut.

1. CALL THE MEETING TO ORDER: Chair Cooley called the meeting to order at 5:00 p.m.
2. PLEDGE OF ALLEGIANCE: Mayor Johnston led the pledge.
3. POWER POINT PRESENTATION REGARDING CONTAINMENT OF STORM WATER RUNOFF FROM ROOFS, GUTTERS & DOWNSPOUTS – LEE RICHARDS, PROJECT MANAGER: Lee Richards reviewed a power point presentation regarding storm water roof runoff. The example utilized is new construction and has a 3 foot overhang in a 5 foot setback, leaving only a 2 foot separation to the property line. Mr. Richards advised 623 gallons of water would be deposited into the side yard from a 1,000 SF asphalt shingle roof, with a 3:12 pitch, during a one-inch rain fall event. City Planner, Larry Torino, suggested some architectural guidelines, and the need to incorporate something into the code that is highly visible possibly in the engineering design section. Ms. Wotherspoon stated this happens more often than just the example and provided pictures that the Clerk submitted into the public record. City Manager, William Whitson, suggested this type of regulation be included in the Standard Construction Details. Joseph Pozzuoli indicated he is the architect on both homes and admittedly stated he did not think of the run-off while designing the homes. Mr. Pozzuoli did report the buildings will have gutter systems installed. Mr. Pozzuoli suggested following the County guidelines, which only allow a maximum of 24 inches for the overhang, and further suggested allowing larger overhangs if the lots and setback are larger. Don Deal suggested asking Attorney Smith for an opinion; can the city could require gutters now on new construction, interpreting it as a part of the roof system. Consensus of the PARB and the Commission to add regulations regarding roof runoff, gutters, eave size, and retaining storm water run-off on personal property. Catherine Feind noted the need for a change to page 70, Section 3.16.04 has an exception for eaves projecting into the required yard.
4. LAND DEVELOPMENT CODE REWRITE JOINT WORKSHOP: REVIEW CHAPTERS I, II & III. (REVIEW WILL PROCEED FURTHER INTO ADDITIONAL CHAPTERS IF TIME ALLOWS)

The following are corrections that need to be implemented to the document or content based on consensus reached in the joint review of Chapters I, II and III.

Page 6, Section 1.12.00 (E), determine which percentage is correct 50% or 75% for threshold related to rebuilding of a non-conforming structure, and amend section to correct percentage. Discussion turned to the 35 foot height limit in the Charter and what would occur if one of the city's high rise buildings were damaged beyond the percentage. It was suggested Attorney Smith provide an opinion, and suggest language to incorporate to protect the owners of the high rise condos, in the event of this level of damage from a natural disaster.

Page 7, Section 1.12.00 (H), strike "City Planner" replace with "authorized official".

Page 10, Section 2.01.04 (F), change "within a radius of 300 feet" to reflect follows state statutes

Page 10, Section 2.01.05, first paragraph, change "disapprove" to "recommend disapproval".

Page 11, Section 2.01.06 A, Consensus was reached to have Attorney Smith review and provide clearer language.

Page 12 Section 2.04.05 A, Mr. Torino to clarify highlighted section.

Page 18, Section 2.14.00, table 2-1, column 3: add City Commission final approval authority.

Page 21, Section 2.18.00, add language to require post site with temporary sign notifying public of the forthcoming plat, variance or special exception, City will post, and charge fee for material, fees to be added to Resolution 2021-24 via an amendment.

Page 22, Section 2.18.00 Table 2-3, first row, column 2, change Planning & Zoning Department to Planning & Architectural Review Board.

Consensus was reached to provide staff the authority to approve a 3 lot split if it meets code versus bringing it to the PARB and Commission for consideration.

Page 25, 2(c) change reference, a minor development does not come before PARB.

Page 42, Section 2.37.00 B, section will be deleted.

Page 44, Section 2.38.07, a consensus was reached to remove the fees and reference fees established by Resolution.

Page 33, Section 2.26.01 C 6, change the word “area” replace with the statutory notice requirements.

Page 34, Section 2.34.02, scrivener’s error the word “be”.

Page 49, Section 3.07.00 Table 3-1, Row 8, Column 2, remove the MPD reference from recreation.

Page 60, service stations/gas stations, a consensus was reached to have Attorney Smith provide an opinion on if we can regulate these uses.

Page 61, several uses do not have a designation.

Define the following items need to be included since we are regulating them: daycare facility, foster care facilities, day care large or small, modular home.

Page 63, Section 3.15.00, a consensus was reached to allow SFR in TC or GC without a special exception.

Page 63, farmers markets, the City Manager asked if we could create an exception for a farmers/handmade market co-sponsored by the city. Planner Torino recommends incorporating it as a foot note into the table or designate what the reference is to.

Page 70, Section 3.16.02, refers to 3.16.04 which is non-existent.

Page 79, remove the “C” from item 4.

Page 102, Section 3.35.02 (A) (2). Contradicts itself.

Staff sought direction regarding parking.

A discussion ensued on the topic of parking, and possibility of different standard for the barrier island.

Discussion of container homes or businesses, it was suggested adding time limitations for them and regulating them for use as emergency housing after a natural disaster.

Section 3.30.13, compliance, add verbiage if emergency is declared allow for exception.

Consensus reached to postpone parking discussion to the end of the book review.

Chair Cooley opened public comments. Annamaria Long, Executive, Flagler County Home Builders Association. Spoke of her discontent of the city not involving the HBA with these workshops. Ms. Long indicated the HBA was led to believe they would be a participant at

the table for the reviews. Mrs. Long indicated the Planner has been working with the HBA and thanked him for his cooperation. Joe Pasqual commented on parking.

5. Adjournment: Commissioner Bryan put forth a motion to adjourn the meeting at 8:50 p.m.

Attest:

Eric Cooley, Chair

Penny Overstreet, City Clerk



FLAGLER BEACH CITY COMMISSION

#8

Meeting Date: 10/14/2021

Issue: Approve 1-year contract with Flagler County Humane Society

From: Liz Mathis, Human Resource Officer

Organization: City of Flagler Beach

RECOMMENDATION: Approve the one-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 year the Humane Society is proposing a change to the annual contract. The annual animal control services portion has increased to \$10,386.00 or 2% and the Humane Society is requesting to move to flat monthly rate for animal housing. This flat rate is \$400.00 per month. Rabies quarantine and confiscated animal costs will remain the same. The flat housing rate will assist the Humane Society in providing additional programs to assist families keep animals in homes. They will be able to provide a pet food bank, affordable veterinary services and are focusing on more return-to-owners in the field (if owners can be located.) The flat monthly rate also makes budgeting easier for the City. The total 2021-2022 annual contract is \$15,186.00. There will be no changes to services provided.

BUDGETARY IMPACT: The total annual contract amount is \$15,186.00. This amount is already included in the FY 21/22 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 _____ 2020~~1~~ 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 2020~~1~~, and will remain in full force for a twelve (12) month period ending at 11:59 p.m. the 30th day of September 2021~~2~~.

2. **Animal Shelter and Services**

(a) The City shall pay to FHS the annual sum of \$10,182.00, ~~its pro-rata share to defray the costs of providing physical animal control services.~~ \$15,186.00. 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. Such payment shall be made in monthly installments of ~~\$848.50~~ \$1,265.50 commencing October 1, 2021~~0~~ and services rendered shall be for the term of October 1, 2021~~0~~ until September 30, 2022~~1~~.

(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 things necessary for the satisfactory performance of the services herein agreed to be provided. Remedial care will be provided for injured animals during

operating hours when there is a staff veterinarian available, at FHS's sole expense. The Shelter will be operated at 1 Shelter Drive, Palm Coast, FL. The Shelter's normal operating hours are 8:00 am to 5:00 pm seven days a week. The Shelter is open to the public only between 10:00 am and 5:00 pm seven days a week. The City will be notified by letter, fax, phone or email if any changes in hours or days of operation occur.

(c) FHS will provide means to accept, during the Shelter's normal operating hours, all stray dogs, cats and other animals delivered to the Shelter by the City's Police or Animal Control Officers or other designated officers appointed by the City for this purpose. FHS will accept stray animals only if it has the ability and facilities to impound and control these animals, and the decision to accept or reject these animals will be solely within the discretion of FHS.

(d) When the City delivers an animal to the Shelter for impoundment and when the animal bears an identification tag or microchip indicating the ownership of the animal, FHS will, within one (1) working day after receipt of such animal, use its best efforts to notify the owner thereof and to inform the owner of the procedure whereby the owner can recover the animal, with the exception that any animal suspected of rabies or which has bitten or otherwise exposed any person to rabies, will not be released to its owner until after a ten (10) day impoundment period and without the express approval of the Flagler County Health Department through its authorized representatives.

When a stray dog or cat is delivered to the Shelter and is not suspected of rabies or has not bitten or otherwise exposed any person to rabies, FHS will impound the animal at the City's expense for a period of five (5) business days. If the owner has not retrieved the animal within the five (5) day period, FHS will thereafter provide for the adoption or humane disposal of the animal in accordance with its routine methods and procedures. Any animal bearing identification will be held for a period of seven (7) business days to allow for an owner to come forward and reclaim the animal.

FHS will at its discretion, humanely euthanize any animal thought to be suffering because of illness or injury or any animal determined to have a contagious condition that could affect the health of other animals at the facility or any animal that is deemed to be too dangerous to FHS staff or volunteers to be kept in the facility.

(e) Flagler Humane Society, Inc. agrees to provide animal control services in the geographical area comprised of Flagler Beach. This includes the impoundment of stray and lost animals, investigation, rescue and prosecution 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.

ii 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.

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 ~~at the rate of \$90 per animal;~~ is included in base monthly charge.
- (ii) each stray dog or cat or domesticated animal emanating from within the City and delivered to the Shelter by a private citizen ~~at the rate of \$90 per animal;~~ is included in the base monthly charge.
- (iii) each dog or cat delivered for purposes of Rabies Quarantine or Rabies testing preparation to the Shelter by either the City's Police or Animal Control Officers at the rate of \$200 per animal;
- (iv) each dog or cat emanating from within the City and delivered for purposes of Rabies Quarantine or Rabies testing preparation to the Shelter by a private citizen at the rate of \$200 per animal;
- (v) each confiscated animal delivered to the Shelter by either the City's Police or Animal Control Officers at the rate of \$90 per animal for the first five days plus an additional \$30 per day thereafter until the disposition is determined;
- (vi) each domestic dog or cat or other domesticated animal surrendered to the City by its owner, guardian or care giver and subsequently delivered

by the City to the Shelter ~~at the rate of \$90 per animal.~~ Is included in the base monthly charge.

(vii) FHS will capture, shelter and care for sick and injured wildlife in the City. This will be included in the base monthly charge. ~~The City will pay FHS \$20 per animal to defray the cost of this service.~~ The service does not include nuisance animals.

(viii) each stray dog or cat or domesticated animal the is dead on arrival and delivered to the Shelter by either the City's Police or Animal Control Officers or emanating from within the City and delivered to the Shelter by a private citizen ~~at the rate of \$20 per animal;~~ is included in the base monthly charge.

(b) Payment must be made to FHS within thirty (30) days of the date of the invoice. An eighteen (18) percent annual interest rate will be assessed to any outstanding balance which is ten (10) days past due. If FHS chooses to waive the imposition of interest on a particular invoice, such waiver will not constitute a waiver to the imposition of interest on a future invoice. If the City has a dispute about a charge on its invoice, it must contact FHS Executive Director at 386-445-1814 extension 508, within fifteen (15) days of the date of the invoice. Failure by the City to report a disputed charge within such time period will constitute a waiver of any claim by the City with respect to such disputed charge and the City will be liable for the full amount of the disputed charge. The City is still responsible for paying disputed charge (s) within 30 days of the date of the invoice; however, FHS will subsequently credit the City's account for any charge(s) improperly assessed against it.

(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. 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 \$200. 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.

7. Owner of Animal is in Custody/Deceased/Hospitalized: All animals whose owners are in police custody, deceased or hospitalized may be placed in a bona fide boarding kennel or veterinary clinic at the owner's expense. FHS will accept any of the above stated animals and the impoundment for such animals ~~will be charged at the rate of \$90. All charges paid for by the City.~~ Charges included in the base monthly charge.

8. Confiscated Animals Due to Owner Eviction: Animals seized by the City as a result of an owner eviction will be held at FHS for the period necessary to contact the owner by certified mail but not longer than seven (7) business days. Upon receipt of the certified mail, the owner will be afforded an additional five (5) days to reclaim his/her animal(s) and, if reclaimed, will be responsible for all charges from the date of seizure. If not reclaimed by the owner, all charges will be paid by the City at the rate of \$175.

As the impounding agency, if the City chooses not have FHS hold the animal for the certified mail period and makes that determination when the animal is first brought to the Shelter, the City may submit the animal to FHS as a "stray", in

which case the animal will be held for five (5) days prior to disposition. The City agrees to 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 a "stray." All charges will be paid by the City at the rate of \$90.

9. Owner-Surrendered Animals: Animals surrendered to the City by their owners, guardians, or care givers, which are subsequently delivered by the City to the Shelter, ~~will incur a cost of \$90. All charges to be paid for by the City.~~ Charges included in base monthly charge.

10. Pot-Bellied Pigs: Pot-bellied pigs delivered to the Shelter for impoundment by the City will be provided housing and care at a rate of \$90. Unless directed otherwise, FHS will transfer any pot-bellied pigs to an appropriate rescue facility within the five (5) day hold period. If the City wishes FHS to hold the pot-bellied pig for the full five (5) days or longer, the City will be charged \$175.

11. Remedy in the Event of Breach: In the event the City breaches this Agreement for any reason including the failure to make timely payments to FHS, FHS, in its sole discretion, may elect to terminate this Agreement and to cease providing services to the City. If FHS exercises this option, it will provide the City with thirty (30) days written notice of its decision to terminate the Agreement. The City will still be responsible for payment of all services rendered by FHS prior to and during the thirty (30) day notice period. Upon expiration of the thirty (30) day notice period, FHS will no longer provide any services to the City.

12: Waiver of Breach: The waiver by FHS of any breach or violation of this Agreement will not operate as or be construed to be a waiver of any subsequent breach of this Agreement.

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.

For FHS, the primary contact is: Amy Wade-Carotenuto, Executive Director, 1 Shelter Drive, Palm Coast, FL 32137. The phone number is 386-445-1814 x 508.

For the City, the primary contact is: Liz Mathis, Human Resources Manager, P.O. Box 70, Flagler Beach, 32136. 386-517-2000 ext 237
lmathis@cityofflaglerbeach.com

In Witness Whereof, the parties hereto have made and executed this Agreement on the respective dates under each signature.

Flagler Humane Society

City of Flagler Beach

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____





FLAGLER BEACH CITY COMMISSION

Item No: 9

Meeting Date: October 14, 2021

Issue: Approve a Memorandum of Understanding between The City of Flagler Beach and Flagler Strong, Inc.

From: William R. Whitson, City Manager

Organization: COFB

RECOMMENDATION: To approve the Memorandum of Understanding (MOU) with the Flagler Strong organization a 501C-3 Organization.

BACKGROUND: The Flagler Strong citizens group grew out of the tragic experience of Hurricane Matthew back in 2016/17. This not-for-profit citizens group has a mission that is in direct support of multiple City of Flagler Beach issues including those created due to the recent COVID-19 Pandemic. The Attached MOU with Flagler Strong establishes a more formal working relationship with this citizen initiated and run organization. Having a 501-C3 organization of volunteer assistance can be of tremendous value to the City especially given the history, membership and mission of the organization.

BUDGETARY IMPACT: NA for this action

LEGAL CONSIDERATIONS/SIGN-OFF:

PERSONNEL:

POLICY/REQUIREMENT FOR BOARD ACTION:

IMPLEMENTATION/COORDINATION:

Attachments

- MOU

Memorandum of Understanding

This proposed agreement by and between the City of Flagler Beach, a Florida Municipal corporation ("City") and Flagler Strong Inc., a Florida not for profit organization ("organization").

WHEREAS, the Flagler Strong organization began to form in 2016 following the aftermath of Hurricane Matthew; and

WHEREAS, the Flagler Strong organization has now incorporated as a 501(c)(3) not for profit organization dedicated to disaster preparedness, disaster relief, citizens of Flagler Beach relief, business owners of Flagler Beach, and the beautification and restoration of Flagler Beach ; and

WHEREAS, the City of Flagler Beach desires to engage citizens in voluntary efforts that can be constructively organized to assist the city with recovery operations and other desirable civic goals of the City; and

WHEREAS, the City appreciates and desires to partner with organizations such as Flagler Strong to further the goals of the City and build a better, stronger community.

NOW, THEREFORE, be it resolved that both the City and Flagler Strong desire to cooperate in various projects and resolve to:

1. Recognize Flagler Strong as an official organization that can coordinate and organize volunteer efforts in a declared disaster.
2. That the parties establish this memorandum of understanding to coordinate and operate within the Flagler Strong charter in order to achieve various community goals as directed by the City Commission from time to time.
3. That the City Manager is hereby authorized to represent the city and its ongoing interests as a liaison to Flagler Strong for said purpose.
4. This agreement is made between the two organizations and will be reviewed and/or renewed every five (5) years as long as Flagler Strong exists as a recognized 501(c)(3) not for profit organization.

This memorandum of understanding accurately reflects the understanding between the City of Flagler Beach and Flagler Strong made this _____ day of _____, 2021.

Suzie Johnston, Mayor

City of Flagler Beach

Tracy Callahan-Hennessey

President Flagler Strong

Witness

#10

CITY OF FLAGLER BEACH



STRATEGIC PRIORITIES

2021-2022



A Message from Flagler Beach City Manager, William S. Whitson

The City of Flagler Beach enjoys so much of what nature has to offer and it is our responsibility to be good stewards to protect and maintain all of these beautiful amenities. Additionally, we must maintain our infrastructure to support our community needs, provide public safety services and be prepared to respond in the event of a natural disaster.

With the realization that some priorities are higher and more immediate than others and in preparation for the budget process, the Flagler Beach City Commissioners convened a retreat to discuss some of these pressing needs and priorities affecting the City.

The following report addresses these priorities in rank order. The Commission worked to try and identify the most important items and outline some important priorities.

In future years, our strategic planning process will incorporate more specific goals and we will need to better develop and refine those choices. In addition, I will encourage more specific measures of success to be outlined and developed. All in all, this report represents a positive step forward for our new team as we get the budget process started in new directions.

The following report addresses these initial management and budget priorities in rank order.

The City of Flagler Beach Strategic Priorities
Fall into Six Goal Areas

FISCAL—Primary impact of these strategies is on City’s budget and finances 4

ECONOMIC DEVELOPMENT—Primary impact of these strategies is on increasing revenue through new opportunities and balanced development 5

GROWTH MANAGEMENT—Primary impact of these strategies focus on maintaining the City’s beauty and quality of life 6

INFRASTRUCTURE & FACILITIES—Primary impact of these strategies focus on maintaining, improving or replacing City’s infrastructure, that provides vital services like transportation, water and sewer. Facilities involve structures like buildings and major equipment that supports service delivery in the city 7

NATURAL RESOURCE PROTECTION—Primary impact of these strategies focus on coastal habitat, beach and dunes 8

TRANSPORTATION—Primary impact of these strategies focus on pedestrian safety, parking and sightlines 9



HIGHEST PRIORITIES

- Upgrade Wastewater Treatment Plant
- Address Water Loss & ways to improve
- Hire person/firm to acquire & manage grants
- Pier – usage plan to create revenue
- Create structure for user/impact fees
- Improve cooperation from County, City & business partners on regional events hosted by Flagler Beach & sales tax split, infrastructure surtax split

OTHER PRIORITIES

- Management of minimum wage increases over phase in period to avoid compression
- Utilization of volunteers to free-up dollars
- Employee Benefits – day care benefits, step up minimum wage, medical, financial strain on the city
- Parks – fix up, bring back Parks Department
- Raise for commissioners and mayor
- Non ad valorem sources to maintain and upgrade big ticket infrastructure (water treatment plant, pier)
- New sources of revenue – advertising income
- Growth of Public Safety
- City Hall remodel or move/sell
- Staff capacity
- Succession planning
- Ensure developers are paying their fair share for impacts
- Pier – new concrete pier (2 piers/double insurance). Put jewel back in crown. Vendors for income

ECONOMIC DEVELOPMENT

HIGHEST PRIORITIES

- Leverage County Economic Development to work more closely with Flagler Beach on tourism impact
- Consider future annexation areas (Gardens, Roberts Road, Sea Ray)

OTHER PRIORITIES

- Ordinance review & update to address blighted properties and beautification
- Re-examine use of CRA grants for beautification of private properties
- Penny split with TDC to benefit FB economic development (impacts vs. advertising)
- Move City Hall away from prime property
- Improve pier operations through automation – open 24 hours – trademark images and logos
- Rental/entrance fees for events in Veterans Park
- Utilize TDC opportunities
- Focus CRA money to benefit business that generate CRA funds
- Improve streetscape (master plan) include business
- Business partnership/sponsorship of FB events/pier to offset costs, advertising
- Proposed City owned broadband
- Enhance golf course/explore alternative use (water park)
- Incentives for new businesses (waive permit fees). Encourage tourist type businesses
- Raise LBTR/fire inspection
- Lobbyist for smaller hotels – grants – we don't bring in high surtax
- Parking – Purchase properties, better signage and wayfinding needed
- Create better gateway into city (bridge)
- Pay to park (kiosk)
- Increase bed tax

GROWTH MANAGEMENT

HIGHEST PRIORITIES

- Pro-active Code Enforcement (full-time position) & improve redevelopment efforts

OTHER PRIORITIES

- Be more reactive to code issues
- Short term rental violations (education needed for owners)
- Restrictive density
- Marketing Director
- Reimagine code enforcement
- Department partnering – Sanitation, FD, PD, WW
- Educate on code and inform
- Link volunteers and code enforcement rehab
- Examine codes & programs to encourage adaptive re-use of unused or underused properties
- Continue to focus on market control and setting reasonable goals

INFRASTRUCTURE & FACILITIES

HIGHEST PRIORITIES

- Wastewater Treatment Plant Rebuild
- Grant funds to cover upgrades
- Pier Improvements/Replacement
- Identify and reduce Saltwater Intrusion/Wastewater

OTHER PRIORITIES

- Maintenance & improvements to city buildings
- Stormwater maintenance & improvements
- Initiation of reclaimed water
- Consider new IT -Improve technology support throughout the city functions
 - Warehouse Inventory maintenance system
 - POS system (golf course, Funky Pelican, Bait Shop)
 - Distribution maps
 - Telemetry water meters
 - Wi-Fi enhancements
 - Expand Broadband
- Protection from flooding/storms
- Use reserves to bring facilities used by city up to code
- Address technology needs of inefficient buildings developed over time
- Playground upgrades/repairs
- Upgrade aging facilities – ADA & code compliance
- Update plan to identify facilities that are underutilized or too expensive to maintain & consolidate uses to maximize efficiency
- Inspection plan to assess health of infrastructure to avoid failures and costly emergency repair/replacement
- Replacement plan to ensure costs of replacement is amortized in advance
- New building projects to use green products (solar on new roof), create new revenue stream
- Review with other Florida cities how they are selling/moving efficient H₂O
- Lighting crossovers
- Repair broken sidewalks in certain areas of the city
- Utilizing Senior Center (rent to theatre groups, bingo, luncheons, showers, etc.)
- Ensure impact of development is accounted for/ private participation in re-claimed water issue

NATURAL RESOURCE PROTECTION

HIGHEST PRIORITIES

- Add Post & Rope/Sand fencing on all dunes
- More enforcement on dune protection
- Staffing adequate to better enforce ordinances to protect human & natural environments (beach patrol)

OTHER PRIORITIES

- Education program/visitor center/eco-tourism
- Enforce fines on removal of trees that should not be removed
- Parks & Rec Department
- Flood mitigation (maintenance) on ICW
- Plan for future impact of sea level rising
 - Wet land
 - Well field
 - Underground aquifer
 - Beach
 - Community
- Add full time Public Information Officer to coordinate & maximize public education efforts
- Resiliency planning – dune system/beach itself
- Invasive Species Program – aggressive removal of Brazilian peppers
- Expand beach clean ups
- Evaluate artificial reef to build habitat and better protect beach
- Better communication with state agencies to ensure local resources are not used to monitor/enforce state responsibilities
- Review environmental laws & apply where possible – same for local ordinances
- Aggressively enter the recycle business – integrate ww & recycle
- Plan for Canal dredging
- Partnership with citizens to keep waterways clean (Adam Morley)
- Stay mindful of sea level rise
- Conduct sea level vulnerability assessment
- Support Turtle Patrol
- Private sponsorship opportunities – “This section of beach/walkover sponsored by...”
- Consider xeriscaping on new construction

TRANSPORTATION

HIGHEST PRIORITIES

- Create plan for safer streets
- On-street parking/sightlines at intersections

OTHER PRIORITIES

- Increase golf cart parking at dangerous intersections for visibility increase
- Preserve A1A road
- Improve parking system through “parking walkways”
- Explore vertical parking options
- Should City Hall stay in same location?
- Automated lighting at crosswalks
- More traffic calming
- Electric car charging in city lots and near city buildings
- Invite neighboring jurisdictions to participate in conversations regarding beach parking and help address the problems
- City trolley or golf cart rides with charge
- City car/truck advertisements (not FD/PD)
- Improve streetscapes
- Additional parking – create future paid parking
- Public private partnership for transportation within the city
- Review & address speed limits on local roads. Work with state to address speeds on A1A.
- Bikes (like scooters but Not)
- Electric car charging stations
- Flagler Avenue sidewalk
- Consistent signage to parking
- Work with FDOT to create a “safe multi-modal” zone along A1A
- More variable message signs
- Conduct study to explore opportunities to reconfigure parking within CRA to maximize efficiency/premium parking lots
- Consider parking shuttle under FB bridge
- GPS tracking
- Walking friendly city
- More signage at crosswalks – use crosswalks
- Right Of Way maintenance



11



City of Flagler Beach

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

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

MEMORANDUM

To: Elected Officials

From: William R. Whitson, City Manager

Date: 10/05/2021

Subject: American Rescue Plan Act (ARPA) Action Plan

The American Rescue Plan Act plans to deliver \$350 billion to state, local territorial and Tribal governments to respond to the recent COVID-19 emergency and bring back jobs to the American economy. The objective of this plan is to support efforts to decrease the spread of virus, replace lost public sector revenues, support public services that would help retain jobs and support economic stabilization for households and small business.

A task force was initiated to develop an appropriate action plan to best utilize and prioritize the approximately \$2.5M of funds that are available to the City. The task force focused on projects that would help local businesses, address the impact of COVID-19 on the City, and projects that made the community and the City more resistant to future disasters of this nature. The members of the task force were comprised of local business owners, residents, Flagler Strong board members, Flagler County IT and City of Flagler Beach employees.

The recommended projects were divided into two groups. The first group being city projects which consist of a city wide fiber optic loop, premium pay for essential workers, water well planning and construction, pump station rebuilds and the purchase of two Aeroclave machines. The second group of projects revolve around support for local small businesses. These projects include economic gardening research support and small business mini-grants.

In closing, I believe that the task force that was formed completed the task at hand and captured the spirit of this one-time special Act. This action plan not only improves our response to the pandemic, but we also believe that our efforts will have a long lasting effect on the City and improve our capacity to respond to future emergency conditions.

Please let me know if you have additional questions and I look forward to your review, direction and feedback at the October 14, 2021 commission meeting.



AMERICAN RESCUE ACT

ACTION PLAN – FINAL DRAFT

City of Flagler Beach, FL

September, 2021



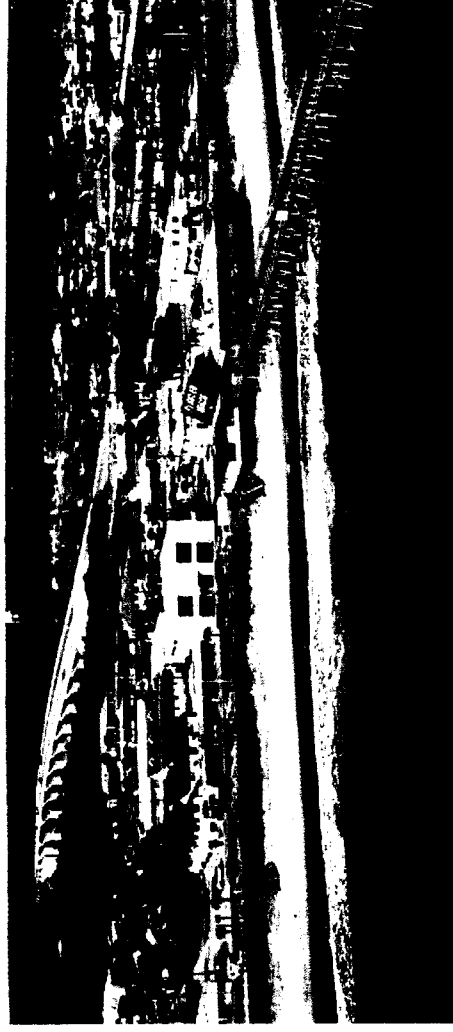
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Background Information:

The American Rescue Act will deliver \$350 billion to state, local, territorial and Tribal governments to respond to the recent COVID-19 emergency and bring back jobs to the American economy.

The funding objectives of this plan will support urgent COVID-19 response efforts to continue to decrease the spread of the virus and bring the pandemic under control. One of the major goals of the Act was to replace lost public sector revenue and to strengthen support for vital public services that would help retain jobs. Another goal of the funds provided to local governments was to support immediate economic stabilization for households and small businesses. Finally, the Act was to address systematic public health and economic challenges that have contributed to the un-equal impact of the pandemic throughout our economy.

The City of Flagler Beach is located in Flagler County, Florida and is a part of the Deltona-Daytona Beach-Ormond Beach, FL metropolitan statistical area. The City is a coastal community that has an approximate area of 4.09 sq. miles with a population of 5,203 residents. The City of Flagler Beach is committed to enhancing the quality of life for their residents by: preserving our environment as a community asset; maintaining our old Florida heritage and small town charm; providing a safe, healthy, and clean environment; supporting the development of local business to provide services to residents; promote the supporting eco-tourism through our natural resources and providing opportunities for education, culture and recreation. This small coastal community was hit hard by the pandemic as the majority of the local economy depends on the tourism industry.



ARPA Eligible Projects Criteria:

Support Public Health Response – Fund COVID-19 mitigation efforts, medical expenses, behavioral healthcare and certain public health and safety staff.

Replace Public Sector Revenue Loss – Use funds to provide governmental services to the extent of the reduction in revenue experienced due to the pandemic.

Water and Sewer Infrastructure – Make necessary investments to improve access to clean drinking water and invest in wastewater and stormwater infrastructure, in part, as preparation for any future emergency situations and to better service customers.

Address Negative Economic Impacts – Respond to economic harms to workers, families, small businesses, impacted industries and the public sector.

Premium Pay for Essential Workers – Offer additional support to those who have, and will bear, the greatest health risks because of their service in critical infrastructure sectors.

Broadband Infrastructure – Make necessary investments to provide unserved or underserved locations with new or expanded broadband access, which will also increase services in preparation for future emergency situations.

Note: A copy of the Treasury Fact Sheet is included in Appendix C.

ARPA Task Force

Following the announcement of local funds allocated to the City of Flagler Beach under the Act, the City Commission authorized the City Manager to initiate a task force to develop an appropriate action plan. The purpose of the group was to assess the impacts of the COVID-19 pandemic locally. In addition, the task force also engaged in developing a custom made plan that would comply with the US Treasury guidance developed for the grant funding provided by the act. The task force, focused on outlining the highest priority projects that would help local businesses, address the impacts of the pandemic on the City and prioritize projects that will make the community and the City more resistant to future disasters of this nature. Members of the group are outlined below:

Members: William R. Whitson – City Manager, City of Flagler Beach

Melissa Parish – Librarian, City of Flagler Beach

Rhonda Allen – Asst. to the Finance Director, City of Flagler Beach

Christine Novak – Administrative Assistant/Business Owner in Flagler Beach

Linda Provencher – Resident, board member of Flagler Strong and former mayor of The City of Flagler Beach

Lili Tuggle-Weir – IT Multimedia Communications Manager, Flagler County, FL

Joann Harris – Resident and Board Member of Flagler Strong

Johnny Lulgjuraj – Owner/Operator of Oceanside Bar & Grill located in The City of Flagler Beach and President of the Flagler Beach Business Bureau

Note: Minutes were taken for each of the meetings and are provided in Appendix B.

Recommended Project Listing for ARPA Funds

City Projects:

- City-wide Fiber Optic Loop Phase 1 - \$359,000
- Premium Pay for Essential Workers - \$82,000
- New Well Planning & Construction - \$1,000,000
- Pump Station Rebuilds - \$710,000
- Aeroclave - \$40,000

Small Business Projects:

- Economic Gardening Research Support Contract - **\$68,000**
- Small Business Mini Grants- \$305,000

Total Estimated Project Expense - \$2,564,000

Additional Projects if Funds Become Available:

- COVID-19 Vaccine Incentive Plan - \$ TBD (Unused funds from existing projects will be swept into this plan)
- Fire Department Air Packs - \$100,000
- Potable Water River Design + Crossing- \$2,000,000
- Potable Water Design & New AMGD Tank- **\$2,050,000**
- Water System Rehab & Replacement- \$1,550,000

Additional Eligible Projects- Unfunded \$5,700,000

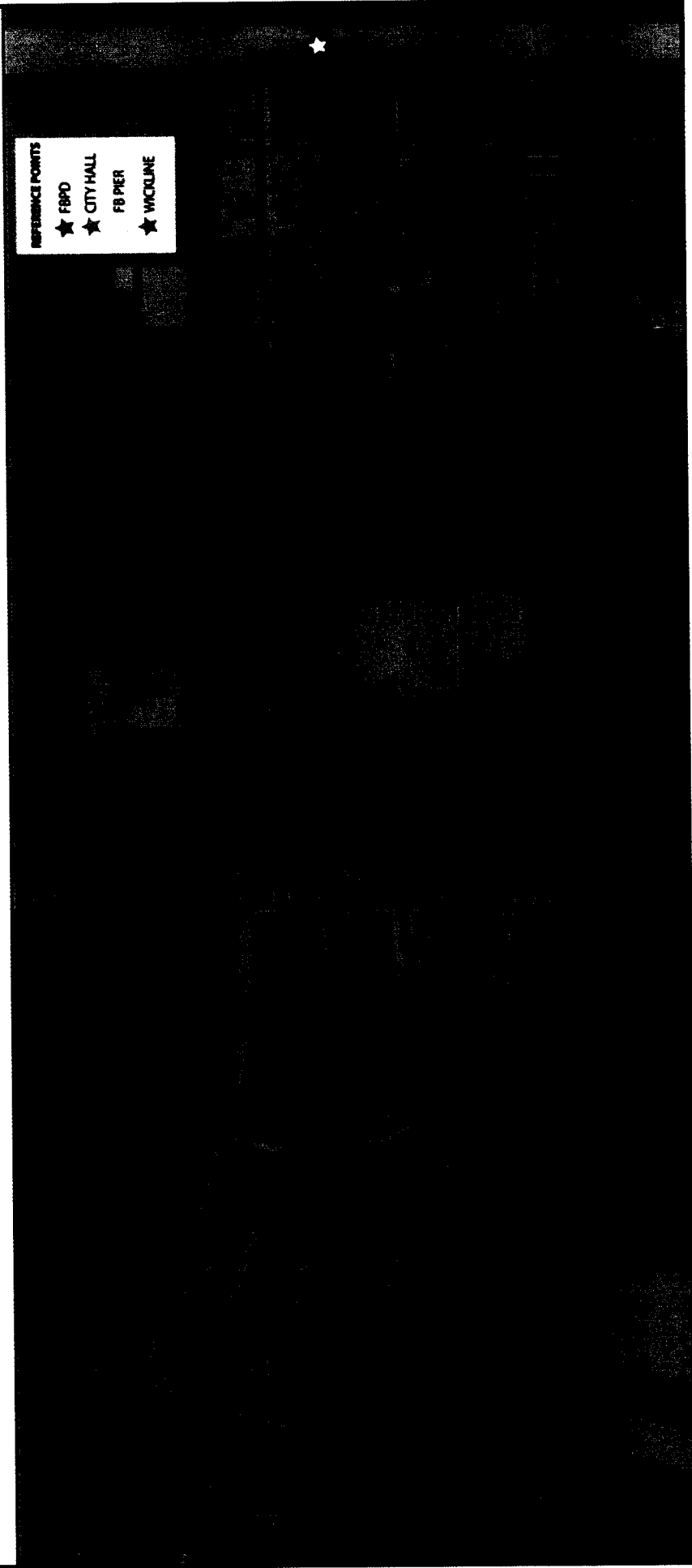
Proposed City Project List Breakdown:

- **Fiber Optic Loop Phase 1 Project (\$359,000)** – Create a complete fiber optic loop to connect all city buildings. By implementing this project, it will enable the community and the city employees to communicate better in cases of emergency. We believe that this project will also enhance and improve our overall ability to communicate. Excess fiber and/or conduit could be also be leased out to add expanded business and residential communications capacity by third party IT providers.

Map of proposed Flagler Beach fiber loop project - 2021

REFERENCE POINTS

- ★ FBPD
- ★ CITY HALL
- ★ FB PIER
- ★ WACULINE



- **Premium Pay for Essential Workers (\$82,000)** - \$1,000 bonus for every eligible city employee that was deemed essential during the height of the original pandemic from March 2020 to March 2021. This includes 67 employees that kept the city operations and services going during this critical timeframe. The premium pay is similar to the benefit already granted to all Police & Fire Fighters by the State of Florida. The pay will be grossed up to cover taxes so that the take home bonus will be the full \$1,000.

- **New Well Planning & Construction (\$1,000,000)** – The Water Treatment Plant is working toward providing aesthetically pleasing, clean and clear water at the lowest possible cost to the citizens of Flagler Beach. The Water Treatment Plant follows the guidelines set forth from the Department of Environmental Protection Agency. This entails testing the drinking water and raw water for Bacteriological, TTHM's, HAA5's, Lead and Coppers, VOC's SOC's, Nitrates, Nitrites, Primary Inorganics, and Radionuclides. The Water Treatment Plant provides a broad range of services to the citizens and other departments. The city maintains the Water Treatment Plant and Wellfield to a high standard. We flush the north and south ends of town to maintain the chlorine residual at a regulatory agency recommended level. There are plans to expand our Wellfield capacity from 2 MGD (5 Wells) to 4.5 MGD (10 Wells) and to expand the Water Treatment Plant treatment capacity to provide potable water to subdivisions on John Anderson Hwy in the future. Wells 11 and 13 are in bad shape water quality wise. This was because of over pumping; the original Wells installed without VFD. Since VFD's were installed to all of the Wells, they maintain a consistent water quality. By adding the Well, the City will be able to spread our Wellfield out to rest the other Wells, and to protect the aquifer from over pumping.

- **Pump Station Rebuilds (\$710,000)** – To move wastewater more efficiently and effectively from the customer to the plant. Our current pumps are at, or near, capacity, and with new construction taking place, rebuilding these vital transmission pumps (to increase capacity and improve customer service) will need to be done in the near future.



- **Aeroclave (\$40,000)** – Two portable systems that will rapidly decontaminate City vehicles, equipment, rooms and facilities to protect citizens and employees from COVID-19.



Proposed Small Business Project List Breakdown:

- **Economic Gardening Research Support Contract/COOP Planning (\$68,000)** – Provide resources to existing businesses in our community to grow their business as well as to attract new businesses to our community. This may include continuing education, research assistance and outside consultants to assist small businesses with Continuity of Operations (COOP) planning. This assistance will be provided to any business open during the pandemic who applies to Flagler Strong for this type of assistance.

- **Small Business Mini Grants (\$305,000)** – The City proposes via a Memorandum of Understanding (MOU) with Flagler Strong to offer reimbursable grants for small businesses in our community. Flagler Strong is a local community based 501c3 organization that has the local contacts, network and capacity to manage the proposed funding. Specific details on grant qualifications, guidelines and the small business mini-grant application are listed below. Funds utilized in the mini grants will also be used for up to a 5% administrative fee that will be paid to Flagler Strong as part of our overall agreement. Flagler Strong developed from the grass roots citizen involvement that flowed from Hurricanes Mathew & Irma. The organization is a non-profit organization that is committed to disaster relief, community outreach and meeting local needs within the City of Flagler Beach. The organization will manage the application process, the reimbursement of funds to local businesses and all reporting for the funds. Outlined below is a summary of the conditions and guidelines provided as part of our agreement process.

The Mini Grant funds may be used for the following:

- 1. To Support Public Health Response**

- 2. To Address Negative Economic Impacts**

- 3. Broadband Infrastructure**

Eligible Project Ideas / Examples

- Grant for Energy Saving Measures to lower daily operating cost and improve business cash flow.
- Grant as Seed Dollars for new marketing campaigns that would provide business with market expansion opportunities.
- Grant to hire a Business Consultant responsible for designing and testing new product ideas.
- Grant to design and develop a new business website.
- Grant with business match to upgrade IT operations / equipment.
- Grant to purchase new equipment that expands business capacity to operate especially under emergency conditions.
- Grant to develop a custom COOP Plan for their business operations.

Mini Grant Application Process:

Each small business that is requesting funds will need to go through a thorough application process. Flagler Strong will be supported by the City with an automated platform GrantHub. The first step in that process is to complete the application. The application, once fully completed, will go before Flagler Strong for independent review and consideration. If the small business meets the criteria and project guidelines, then the project will be approved. Once approved, the business owner can complete the project and submit for reimbursement. When a business submits for reimbursement, they must show proof of project completion, building permits if necessary, paid invoices and proof of payment. At that point, Flagler Strong will review documentation and approve for final disbursement of funds back to the business owner. The City of Flagler Beach will receive quarterly progress reports from Flagler Strong. The City will audit projects and review disbursements of all funds to make sure that all proper procedures are followed and meet the ARPA guidelines. City staff will also be available to Flagler Strong to advise on any project procedural questions/issues.

Draft Application / Intake – Vetting Criteria

Business Mini Grant Priority:

- Businesses open and operating throughout COVID-19 (March 2020 – September 2021).
- For those businesses inside the CRA District – the business can apply for the ARPA funds, however, that same business cannot also apply for, and be awarded, the CRA grant program that will be available in 2022.

Award Amount Range:

- Small Grants 10K and below will funded at 100%.
- Large Grants 10K and above will require an 80/20 match. Match may be cash or in-kind spending documented with receipts.

Note: The Mini Grant Application can be found in Appendix A.

Conclusion:

The City of Flagler Beach appreciates the hard work of Congress and the State in trying to respond to the complex and multi-pronged aspects of the COVID-19 pandemic. The ARPA task force formed by the City Commission for the City of Flagler Beach believes that we have captured the essence and spirit of this one-time special Act and related grant funding. Our proposed custom-built action plan not only improves our response to the pandemic, but we also believe our efforts will have long lasting impacts and improve our capacity to respond to future emergency conditions. The plan is based on high priority needs and focuses on critical capital investments, job creation, staffing support and small business needs. Honestly, the City could have used all of the funds available to improve our water and sewer services and infrastructure, but we wanted to make sure that we did the hard work of addressing the needs of our city employees that worked diligently and tirelessly through the pandemic. We also wanted to make sure that our local businesses had the opportunity to access these unique "one-time" funds as well. All of our local businesses have been and still continue to struggle with employee retention and loss of sales. We have seen many businesses close permanently because they just couldn't make it through such tough times. With the mini grant program tool we hope to help existing businesses get back to a stronger position and hopefully regain some of the job and revenue losses they experienced. Many of our small businesses have expressed the hope that they could improve employee retention, and potentially upgrade their business physically and operationally to better serve the citizens and visitors that live in and travel to Flagler Beach.

APPENDIX A

SMALL BUSINESS MINI GRANT FUND REQUEST

APPLICANT COMPANY

Individual Name _____ Title _____
Company Name _____ Telephone _____
Address _____ City _____
State _____ Zip Code _____ Email _____

Type of Entity: Corporation Partnership Proprietorship Not-for-Profit LLC
Number of Employees Pre-Pandemic _____ Current Number of employees _____
Business Start Date _____ Tax ID Number _____

Length of Business operations in Flagler Beach _____

List below all owners, co-owners, and stockholders of the business.

Name	Title	% of Ownership
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Please provide a brief description of your business and ideal target customers. _____

Based on the available Mini Grants criteria outlined in your packet, please provide a description of what your needs are and how a Mini Grant would provide support and assistance to your business due to the effects of the pandemic. Briefly describe the relief / solution you are applying for and how you will use the funds if awarded.

Note: Prior to an approval of a Mini Grant, supporting documentation will be required. Please have any person's with ownership interest acknowledge this application.

Signature: _____

Title: _____

Date: _____

Name & Contact information of the primary Business Partner designated to manage the Mini Grant if awarded.

APPENDIX B

ORGANIZATIONAL MEETING OF THE AMERICAN RESCUE PLAN ACT TASK FORCE

AUGUST 23, 2021 AT 10:00 A.M.

IN THE COMMISSION CHAMBERS AT 105 S. 2ND STREET FLAGLER BEACH, FLORIDA 32136

MINUTES

PRESENT: City Manager William R. Whitson, Librarian Melissa Parish, Finance Director Kathleen

Doyle, Assistant Finance Director Rhonda Allen, Linda Provencher, Flagler County IT Multimedia Communications Manager Lili Tuggle-Weir, Joann Harris, Johnny Luigjuraj and Deputy City Clerk Jeanelle Jarrah.

ABSENT: Flagler County Health Director Bob Snyder and Carla Cline.

1. CALL THE MEETING TO ORDER: City Manager William R. Whitson called the meeting to order at 10:00 a.m.
2. INTRODUCTION OF MEMBERS: Everyone went around and introduced themselves.
3. SET REGULAR MEETING DATES AND TIME: The next meeting is scheduled for Wednesday, September 8th at 3:00 p.m.
4. GENERAL REVIEW OF SUNSHINE LAW REQUIREMENTS: Mr. Whitson described the group as a designated committee of the commission and the report that this committee produces will go back to the commission for review and approval and then on to the state. Members of the group were then reminded about the Sunshine Law and to not call or email or speak with any other member of the group outside of posted official meetings about anything that might be brought before the board for consideration.
5. GENERAL REVIEW OF OBJECTIVES: Mr. Whitson explained how there are two groups under the local rescue act, those above a population of 50 thousand and those below. Since we are a smaller city, the plan is to develop a draft plan above and beyond and to not leave any doubt that we have allocated this money towards projects that are helpful. It is believed that the review of these plans by the state will start in October and that initial allocations will be distributed in November and December. The state has already sent us the application and our hope is to document our compliance and to show them we've reviewed it and here is our plan that gets to as close to the number allocated (\$2,565,848) as possible. We will also plan on having additional unfunded projects listed if down the road the state has any questions about the funded projects, there are other options our city has planned for.

6. DISCUSSION AND REVIEW OF POTENTIAL PROJECTS TO BE FUNDED BY ARPA REVENUE: Mr. Whitson reviewed items that he is recommending based on the city's 5 year capital plan, the categories that the federal government has released as examples of projects that fall into being approved for ARPA funds, and made a list to begin this review. The recommendations include:

- IT (city-wide fiber optic network) – Our IT department advised us that city wide fiber optics would cost around \$350K.
- Premium pay for essential workers - \$1000 bonus for every eligible worker that were essential during the pandemic from March 2020 to March 2021 and kept the city going. \$90K to take care of around 72 workers, including taxes, which would allow each person to go home with \$1000.
- New well planning and construction - \$1.0M to expand our water operations.
- Pump station rebuilds - \$750K to move waste water from the customer to the plant.
- Economic Gardening Research grant – \$60K to provide resources to the businesses in our community to grow instead of going out and attracting businesses to come to our community.
- Small business mini grants – Around \$300K to offer reimbursable grants for small businesses in our city to apply for.

Discussion ensued regarding what local businesses were in need of and covered technology, work force, business efficiency and parking. Johnny Lulgjuraj will spend the next two weeks speaking to businesses in town and finalizing a list of needs. Discussion turned to giving the task of distributing funds to a non for profit to review applications from the local businesses, while auditing of the funds would be handled by the city. It would be reimbursable grants, requiring businesses to show invoices to get reimbursed. The city would structure the guidelines for these mini grants and Flagler Strong and FB3 were discussed as possible groups to take on this task. Mr. Lulgjuraj will speak to Tracy Callahan-Hennessey and Scott Fox from Flagler Strong to get their thoughts on this project.

7. ADJOURNMENT: The meeting was adjourned at 11:21 a.m.

MEETING OF THE AMERICAN RESCUE PLAN ACT TASK FORCE

SEPTEMBER 8, 2021 AT 3:00 P.M.

IN THE COMMISSION CHAMBERS AT 105 S. 2ND STREET FLAGLER BEACH, FLORIDA 32136

MINUTES

PRESENT: City Manager William R. Whitson, Assistant Finance Director Rhonda Allen, Chris Novak, Linda Provencher, Joanne Harris, Johnny Lulgjuraj, Flagler County IT Multimedia Communications Manager Lili Tuggle-Weir, and Deputy City Clerk Jeanelle Jarrah.

ABSENT: Librarian Melissa Parish, Finance Director Kathleen Doyle, Flagler County Health Director Bob Snyder and Carla Cline.

1. CALL THE MEETING TO ORDER: City Manager William R. Whitson called the meeting to order at 3:00 p.m.
2. APPROVE THE MINUTES OF THE AUGUST 23 2021 MEETING: Motion by Linda Provencher to approve the minutes of the August 23, 2021 meeting. Seconded by Johnny Lulgjuraj. The motion passed unanimously.
3. CONTINUATION OF DISCUSSION AND REVIEW OF POTENTIAL PROJECTS TO BE FUNDED BY ARPA REVENUE: Mr. Whitson reviewed the only change he had to his original suggestions: adding a new piece of equipment, an Aeroclave, for 40K. Mr. Whitson suggests we take 40K from the pump station rebuilds and move those funds to the Aeroclave. Discussion ensued and included: how Flagler County handled grants in the past, the contract agreement that the non for profit would be provided with to handle the grants for the city, and examples of grant guidance that potential businesses could use like consultants and team building. Mr. Whitson asked the group their ideas regarding matching grants and whether the group thought they should suggest a 50/50 or 80/20 match. Conversation began and covered the ideas that if businesses put something in of their own, they might have more skin in the game and might be more dedicated. Lili Tuggle-Weir suggested price categories. For example, anything over \$101< could be an 80/20 match and anything less could fall under a reimbursable category. Ms. Tuggle-Weir also created the build for the site for the County CARES Act funds and recommended a forum website as a hub for people to log into. Ms. Tuggle-Weir explained by having certain categories for potential businesses to choose from and having it all in one place, it could help with the distribution of funds. Linda Provencher informed the group that Flagler Strong has a meeting scheduled next week. Mr. Whitson will create a rough draft application to provide Flagler Strong for their meeting so they can discuss if this is something that would like to take on as the not for profit to distribute these small business mini grants. Mr. Whitson explained that first this plan would go to the commission and then to the State for approval. The City of Flagler Beach would then draft a proposal, including the federal criteria for spending these funds, for Flagler Strong. When the City then received a check, then funds would be distributed to Flagler Strong for the mini

grants and the City of Flagler Beach would monitor and track this spending. Other topics discussed before adjournment included: a tourism tax, an endowment fund for small businesses, or angel funds. The group decided to keep the grant process as simple as possible.

The next meeting is scheduled for Tuesday, September 21, 2021 at 3:00 p.m.

4. ADJOURNMENT: The meeting was adjourned at 4:13 p.m.

MEETING OF THE AMERICAN RESCUE PLAN ACT TASK FORCE

SEPTEMBER 21, 2021 AT 3:00 P.M.

IN THE COMMISSION CHAMBERS AT 105 S. 2ND STREET FLAGLER BEACH, FLORIDA 32136

MINUTES

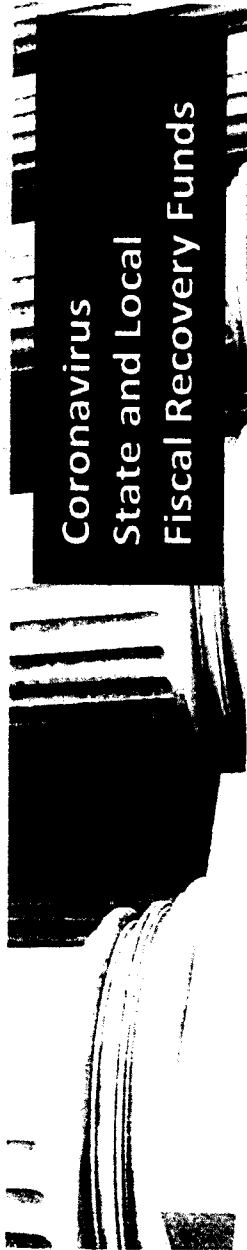
PRESENT: City Manager William R. Whitson, Librarian Melissa Parish, Assistant Finance Director Rhonda Allen, Chris Novak, Linda Provencher, Joann Harris, Flagler County IT Multimedia Communications Manager Lili Tuggle-Weir, Johnny Luigjuraj (via telephone) and Deputy City Clerk Jeanelle Jarrah.

1. CALL THE MEETING TO ORDER: City Manager William R. Whitson called the meeting to order at 3:00 p.m.
2. APPROVE THE MINUTES OF THE SEPTEMBER 8, 2021 MEETING: Motion by Johnny Luigjuraj to approve the minutes of the September 8, 2021 meeting. Seconded by Linda Provencher. The motion passed unanimously.
3. REVIEW DRAFTS OF VETTING CRITERIA AND APPLICATION FOR BUSINESS MINI GRANTS: Mr. Whitson asked the group if they had any recommendations or thoughts regarding the vetting process for the grants. Linda Provencher does not feel we should stop CRA businesses from applying for the grants also. When CRA grants were available in the past, they were for far less money and were also open to individuals in the CRA. The group reached a consensus to allow the grant application be open to all businesses in the city; however, there is to be no double dipping when CRA grants are finally available. Conversation regarding details of the vetting process and which businesses would fall under the tourism and hospitality guidelines began. It was decided the vetting process will be left to Flagler Strong. They will have guidelines and guidance from city staff and will be able to contact the city with any questions. If there is any question, the city can then contact the state for further clarification. The grants will be expended within US Federal guidelines and it will fall on the applicant to show they have lost income due to tourism loss during the COVID-19 pandemic, and that they are requesting a grant to pay for things for their business that are COVID-19 related.
4. COMPLETION OF REPORT TO COMMISSION REGARDING ARPA REVENUE: Discussion began regarding the example numbers on page 9. There was a consensus that the numbers might be confusing and everyone agreed to remove them. Mr. Whitson asked Ms. Tuggle-Weir if she had a map of the desired route of the fiber optic lines for the city. Ms. Tuggle-Weir will ask her department, and if a map does not exist, will create one for the report. Ms. Tuggle-Weir also informed the group of grant application evaluation criteria examples online and will forward them to city staff. Contact forms for the grant application website were then discussed. Grant Hub

was mentioned as online software available for a yearly fee that would allow Flagler Strong to receive and monitor grants, allowing for transparency and displays time stamps and names of volunteers working on the website. There is a free trial for Flagler Strong to test this website, prior to purchasing the license. The members reached a consensus that the report was ready to be given to the Commission for approval after removing the amounts and adding the fiber optic map. Mr. Whitson will place the report on the October 14 commission meeting agenda and provide ARPA task force members a final copy of the report once the edits mentioned have been made.

5. ADJOURNMENT: The meeting was adjourned at 3:40 p.m.

APPENDIX C



The American Rescue Plan will deliver \$350 billion for state, local, territorial, and Tribal governments to respond to the COVID-19 emergency and bring back jobs.

The Coronavirus State and Local Fiscal Recovery Funds provide a substantial infusion of resources to help turn the tide on the pandemic, address its economic fallout, and lay the foundation for a strong and equitable recovery.

Funding Objectives

- **Support urgent COVID-19 response efforts** to continue to decrease spread of the virus and bring the pandemic under control
- **Replace lost public sector revenue** to strengthen support for vital public services and help retain jobs
- **Support immediate economic stabilization** for households and businesses
- **Address systemic public health and economic challenges** that have contributed to the inequal impact of the pandemic

Eligible Jurisdictions & Allocations

Direct Recipients

- States and District of Columbia (\$195.3 billion)
- Counties (\$65.1 billion)
- Metropolitan cities (\$45.6 billion)
- Tribal governments (\$20.0 billion)
- Territories (\$4.5 billion)

Indirect Recipients

- Non-entitlement units (\$19.5 billion)



Support Public Health Response

Fund COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff



Address Negative Economic Impacts

Respond to economic harms to workers, families, small businesses, impacted industries, and the public sector



Replace Public Sector Revenue Loss

Use funds to provide government services to the extent of the reduction in revenue experienced due to the pandemic



Premium Pay for Essential Workers

Offer additional support to those who have and will bear the greatest health risks because of their service in critical infrastructure sectors



Water and Sewer Infrastructure

Make necessary investments to improve access to clean drinking water and invest in wastewater and stormwater infrastructure



Broadband Infrastructure

Make necessary investments to provide unserved or underserved locations with new or expanded broadband access



For More Information: Please visit www.treasury.gov/SLFRP

For Media Inquiries: Please contact the U.S. Treasury Press Office at (202) 622-2960

For General Inquiries: Please email SLFRP@treasury.gov for additional information



Example Uses of Funds

Support Public Health Response

- **Services to contain and mitigate the spread of COVID-19**, including vaccination, medical expenses, testing, contact tracing, quarantine costs, capacity enhancements, and many related activities
- **Behavioral healthcare services**, including mental health or substance misuse treatment, crisis intervention, and related services
- **Payroll and covered benefits** for public health, healthcare, human services, and public safety staff to the extent that they work on the COVID-19 response

Replace Public Sector Revenue Loss

- **Ensure continuity of vital government services** by filling budget shortfalls
- **Revenue loss is calculated** relative to the expected trend, beginning with the last full fiscal year pre-pandemic and adjusted annually for growth
- **Recipients may re-calculate revenue loss** at multiple points during the program, supporting those entities that experience revenue loss with a lag

Water & Sewer Infrastructure

- **Includes improvements to infrastructure**, such as building or upgrading facilities and transmission, distribution, and storage systems
- **Eligible uses aligned to Environmental Protection Agency project categories** for the Clean Water State Revolving Fund and Drinking Water State Revolving Fund

Equity-Focused Services

- **Additional flexibility for the hardest-hit communities and families** to address health disparities, invest in housing, address educational disparities, and promote healthy childhood environments
- **Broadly applicable** to Qualified Census Tracts, other disproportionately impacted areas, and when provided by Tribal governments

The examples listed in this document are non-exhaustive, do not describe all terms and conditions associated with the use of this funding, and do not describe all the restrictions on use that may apply. The U.S. Department of the Treasury provides this document, the State and Local contact channels, and other resources for informational purposes. Although efforts have been made to ensure the accuracy of the information provided, the information is subject to change or correction. Any Coronavirus State and Local Fiscal Recovery Funds received will be subject to the terms and conditions of the agreement entered into by Treasury and the respective jurisdiction, which shall incorporate the provisions of the Interim Final Rule and/or Final Rule that implements this program.

Address Negative Economic Impacts

- **Deliver assistance to workers and families**, including support for unemployed workers, aid to households, and survivor's benefits for families of COVID-19 victims
- **Support small businesses** with loans, grants, in-kind assistance, and counseling programs
- **Speed the recovery of impacted industries**, including the tourism, travel, and hospitality sectors
- **Rebuild public sector capacity** by rehiring staff, replenishing state unemployment insurance funds, and implementing economic relief programs

Premium Pay for Essential Workers

- **Provide premium pay to essential workers**, both directly and through grants to third-party employers
- **Prioritize low- and moderate-income workers**, who face the greatest mismatch between employment-related health risks and compensation
- **Key sectors include** healthcare, grocery and food services, education, childcare, sanitation, and transit
- **Must be fully additive** to a worker's wages

Broadband Infrastructure

- **Focus on households and businesses** without access to broadband and those with connections that do not provide minimally acceptable speeds
- **Fund projects that deliver reliable service** with minimum 100 Mbps download / 100 Mbps upload speeds unless impracticable
- **Complement broadband investments** made through the Capital Projects Fund

Ineligible Uses

- **Changes that reduce net tax revenue** must not be offset with American Rescue Plan funds
- **Extraordinary payments into a pension fund** are a prohibited use of this funding
- **Other restrictions** apply to eligible uses



FLAGLER BEACH CITY COMMISSION

Item No. 14

Meeting Date: 10-14-2021

Issue: A Resolution by The City Commission Of The City Of Flagler Beach, For Water, Sewer, Sanitation and Stormwater Fee Increases To Provide Revenues That Will Be Sufficient To Operate Financially Self Supporting Utilities; Repealing Resolution 2020-34 and Resloution 2021-02. Providing For Conflict and an Effective Date.

From: Kathleen Doyle, Finance Director

Organization: City Staff

RECOMMENDATION: Approve Resolution 2021-29

BACKGROUND: During the Budget Workshop and Budget Hearings, City Commission approved the increase of 1.17% to all billing rates for the **Utility and Sanitation Funds**. City Commission also approved the addition of a \$2 monthly fee for Recycling. The Stormwater Fee will not be increased this year.

Water & Sewer Base Fees

The 5 Year Capital Plan adopted with the 2021/22 Budget shows a 5 year total sum of \$34,759,500 for the Utility Fund.

Exhibit A is a three year forecast of anticipated revenues and expenses. It was created with the following assumptions based on current data

- 2021-2022, 1.17% increase to all Service Fees
- 2022-2023 and 2023-2024, 2% increase to Water and Sewer Flows; 8% increase to Water and Sewer Base Fees. 2023-2024 also includes a 10% increase for growth to encompass the new development on Roberts Road.
- 2021-2022, included \$12,000,000 for the SRF Loan and the expense
- 2021-2022, included the \$850,000 Legislative Grant for the WWTP improvements and the \$1,700,000 for the approved sludge removal improvement
- 2022-2023, included \$5,500,000 more for the SRF Loan for Phase 2 improvements listed in the 5 Year Capital Plan
- 2023-2024 added \$350,000 to Debt Service for repayment of the WWTP Loan.

Also shown on Exhibit A, "Three Year Forecast Totals". As you can see, we are scheduled to do \$32.5 million of our capital improvements in the next three years. 65% of this expense will be paid with Loans, Grants and Impact Fees. The balance \$11.4 million, will need to be paid from Water and Sewer Base Fees, the forecast shows a slight shortfall with the projection.

Water & Sewer Flow Rates

Ordinance 2008-01 provides for water and sewer rate increases based on the percentage change in the Gross Domestic Product Implicit Price Deflator as adopted by the Florida Public Service Commission. This information can be found at www.psc.state.fl.us. The result of their analysis is a 1.17% increase over 2020-21 figures. Water and Sewer Flow rates are an established fee to balance the costs of water production. The increase of 1.17% provided by the index is **not sufficient to cover the daily operations** of the Water Plant and the Wastewater Plant for the 2021/22 Budget Year based on our current water and sewer flows. Operations Cost is budgeted at \$3.1 million; Water/Sewer flow revenues are budgeted at \$1.9 million. City Staff will monitor expenses for operations closely.

Sanitation

Ordinance 2008-03 provides for solid waste collection fees to be adjusted annually based on the percentage change in the Gross Domestic Product Implicit Price Deflator as adopted by the Florida Public Service Commission.

The increase of 1.17% to all Residential and Commercial Rates is sufficient to cover the daily operations of the fund. Capital purchases for 2021-2022 include a Glass Crushing Machine which will provide the City with a way to recycle glass. The addition of the \$2 monthly recycle fee will offset the cost of the machine, which was budgeted at \$200,000. The City should also see a decline in Tipping Fees, since the fees are charged by weight and glass makes up a good portion of total refuse collected.

Exhibit B shows the the 3 Year Forecast for Sanitation. The current year shows a pull on reserves to purchase the Glass Crushing Machine and a new truck.

2022-2023 includes a 2% increase to fees, but leaves the Recycle Fee at \$2. These changes will provide sufficient funds to cover daily operations and build the reserves modestly. Capital purchases are low and the Loan for the 2016 purchase of 3 new Sanitation Trucks will be fully paid.

2023-2024 includes the 10% growth anticipated with the new developments on Roberts Road and 1% increase to fees. The Capital expense will be for one new Sanitation Truck and if growth occurs as forecasted, this purchase can be made without pulling from reserves.

Stormwater

Monthly Fee will remain at \$9.50.

As illustrated in Exhibit C, the fees are sufficient to cover operations and debt service.

2021-2022 shows a pull from reserves in the amount of \$264,878. The unaudited Fund Balance at 9/30/21 is \$350,000, so the City would still have a reserve going into 2022-2023.

2022-2023 includes a 5% increase to Stormwater Fees. This will help rebuild reserves after prior year. Capital is budgeted on the availability of Grants.

2023-2024 includes a 5% increase to Stormwater Fees and a lower growth rate, 5%. Stormwater Fees are based on Equivalent Residential Units (ERU) and some of the growth will be high density.

BUDGETARY IMPACT: Utility increases are necessary to maintain normal operations, provide for capital improvements, debt service and maintain an adequate reserve balance.

LEGAL CONSIDERATIONS/SIGN-OFF: N/A

PERSONNEL: N/A

POLICY/REQUIREMENT FOR BOARD ACTION: N/A

IMPLEMENTATION/COORDINATION: New rates if adopted will begin with the November 30th Billing.

Attachments: Resolution 2021-29, Exhibit A to Resolution 2021-29 (Utility Forecast), Exhibit B to Resolution 2021-29 (Stormwater Forecast), Exhibit C to Resolution 2021-29 (Water/Sewer Rate Table), Exhibit D to Resolution 2021-29 (Sanitation Forecast), Exhibit E to Resolution 2021-29 (Sanitation Rates)

RESOLUTION 2021-29

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FOR WATER & SEWER, STORMWATER AND SANITATION FEE INCREASES TO PROVIDE REVENUES THAT WILL BE SUFFICIENT TO OPERATE FINANCIALLY SELF SUPPORTING UTILITIES; REPEALING RESOLUTION 2020-34 AND REPEALING RESOLUTION 2021-02; PROVIDING FOR CONFLICT; PROVIDING AN EFFECTIVE DATE HEREOF.

WHEREAS, Section 5.03.39 and 5.03.56 of the Land Development Regulations require the rate schedules for Water and Sewer Services be adopted by resolution.

WHEREAS, Chapter 11, Section 11-13 requires the fees for solid waste collection be adopted by resolution of the City Commission.

WHEREAS, Section 5.03.123 (8) of the Land Development Regulations directs the city to analyze the Stormwater Fund for the cost of services and benefits provided, and the system and structure of fees, charges, fines and other revenues of the utility annually to ensure an equitable, adequate and stable utility rate and fee structure and to achieve a stable financial position for the utility.

WHEREAS, Section 5.03.126 of the Land Development Regulations set the initial fee for the Stormwater Rate at \$4.00 in budget year 2004/05.

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

SECTION 1. The Water and Sewer Base Fees should support the Capital Expenditures and Debt Service for the Utility Fund; the current rates are insufficient. The Water and Sewer Flows should support the operations of the Water and Wastewater Plants; the current rates are insufficient.

The Revenues that need to be generated for the operation and maintenance, replacement, capital expenditures and debt service of the Water and Sewer System for the budget years beginning October 1, 2021 and ending September 30, 2024 are shown in "Exhibit A" attached hereto and made a part hereof

SECTION 2. The Stormwater Fees should support the expenses of the utility and provide for future infrastructure; the current rates are sufficient.

The Revenues needed to be generated for the operation and maintenance, replacement, capital expenditures and debt service of the Stormwater Fund for the budget years beginning October 1, 2021 and ending September 30, 2024 are shown in "Exhibit B" hereto and made a part hereof

SECTION 3 That the rates to be paid for Water and Sewer Services and Stormwater Fees shall be in accordance with "Exhibit C", attached hereto and made a part hereof.

SECTION 4 The Sanitation Fees should support the expenses of the utility and provide for capital purchases; the current rates are insufficient.

The Revenues needed to be generated for the operation and maintenance and capital replacement expenditures of the Sanitation Fund for the budget years beginning October 1, 2021 and ending September 30, 2024 are shown in "Exhibit D" hereto and made a part hereof

SECTION 5 That the rates to be paid for Sanitation shall be in accordance with Exhibit E, attached hereto and made a part hereof.

SECTION 6 All Resolutions or parts thereof in conflict herewith be and the same are hereby repealed.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2021.

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

ATTEST:

Suzie Johnston, Mayor

Penny Overstreet, City Clerk

Utility Fund Three Year Projected Forecast

Exhibit A to Resolution 2021-29

	FISCAL YEAR 2021-2022	FISCAL YEAR 2022-2023	FISCAL YEAR 2023-2024
Revenue			
WATER SALES	1,000,000	1,020,000	1,142,400
WATER SERVICE BASE CHARGE	1,770,000	1,911,600	2,255,688
SEWAGE SERVICE	950,000	969,000	1,085,280
SEWER BASE FEES	1,140,000	1,231,200	1,452,816
SRF Loan for WWTP	12,000,000	5,500,000	
Legislative Grant WWTP	850,000		
Projects qualified for Restricted Impact Fees	1,200,000	1,515,000	
OTHER REVENUE	2,273,000	2,341,190	2,411,426
Total Revenues	\$ 21,183,000	\$ 14,487,990	\$ 8,347,610
Expense			
Operating Expense	3,175,483	3,270,747	3,368,870
5-Year Capital Plan	17,837,500	11,227,000	3,355,000
Debt Service	514,506	514,600	864,300
Total Expenses	\$ 21,527,489	\$ 15,012,347	\$ 7,588,170
Revenues Less Expenditures	\$ (344,489)	\$ (524,357)	\$ 759,440

THREE YEAR FORECAST TOTALS

Revenue		
WATER SALES	3,162,400	7.18%
WATER SERVICE BASE CHARGE	5,937,288	13.49%
SEWAGE SERVICE	3,004,280	6.83%
SEWER BASE FEES	3,824,016	8.69%
Total Service Fees	15,927,984	36.18%
*Secure Loan for WWTP	17,500,000	39.76%
Legislative Grant WWTP	850,000	1.93%
Projects qualified for Restricted Impact Fees	2,715,000	6.17%
Total Received from Other Sources	21,065,000	47.85%
OTHER REVENUE	7,025,616	15.96%
Total Revenues	\$ 44,018,600	
Expense		
Operating Expense	9,815,100	22.24%
*5-Year Capital Plan	32,419,500	73.47%
Debt Service	1,893,406	4.29%
Total Expenses	\$ 44,128,006	
Revenues Less Expenditures	\$ (109,407)	

Capital Project Expense	32,419,500	
Total from Loans, Grants, Impact Fees	21,065,000	64.98%
Total required from User Fees	11,354,500	35.02%
Forecasted Base Fees	9,761,304	
Shortfall	1,593,196	

Stormwater Fund Three Year Projected Forecast

Exhibit B to Resolution 2021-29

	FISCAL YEAR 2021-2022	FISCAL YEAR 2022-2023	FISCAL YEAR 2023-2024
Revenue			
CHARGES FOR SERVICE	517,940	543,837	598,221
GRANTS		1,200,000	200,000
OTHER REVENUE	800	824	849
Total Revenues	\$ 518,740	\$ 1,744,661	\$ 799,069
Expense			
Operating Expense	251,829	259,384	267,165
5-Year Capital Plan	408,338	1,200,000	200,000
Debt Service	123,451	118,404	119,000
Total Expenses	\$ 783,618	\$ 1,577,788	\$ 586,165
Revenues Less Expenditures	\$ (264,878)	\$ 166,873	\$ 212,904

Rate schedules for water as required by Appendix “A” Land Development Regulations, Section 5.03.39 shall be as follows:

SCHEDULE W1. CONNECTION CHARGES

Meter Size (inches)	Charge Inside City Limits	Charge when Developer-Installed Tap/Connection*	Charge Outside City Limits
5/8× 3/4	\$ 615.00	\$ 399.75	\$ 922.50
3/4	\$ 670.00	\$ 435.50	\$ 1,005.00
1	\$ 765.00	\$ 497.25	\$ 1,147.50
1 1/2	\$ 950.00	Determined at time of connection	Determined at time of connection
2	\$ 1,985.00	Determined at time of connection	Determined at time of connection
3	\$ 4,475.00	Determined at time of connection	Determined at time of connection
4	\$ 7,920.00	Determined at time of connection	Determined at time of connection
6	\$ 12,075.00	Determined at time of connection	Determined at time of connection
8	\$ 18,015.00	Determined at time of connection	Determined at time of connection

* For property in Rio Mar, Pebble Beach, Custers Palm Harbor Subdivision and Palma Vista Subdivision only on N. 12th Street, Water Connection =\$265.00, as per development agreement. For property in Cedar Island Subdivision there are no water connection charges.

Exhibit C to Resolution 2021-29

SCHEDULE W2. METER DEPOSITS

Meter Size (inches)	Owner's Deposit	Tenant's Deposit
5/8 x 3/4	\$35.00	\$150.00
3/4	\$35.00	200.00
1	\$45.00	200.00
1 1/2	\$75.00	200.00
2	\$125.00	200.00
3	\$325.00	200.00
4	\$425.00	200.00
6	\$460.00	200.00
8	\$510.00	200.00

SCHEDULE W3. MONTHLY CHARGES FOR WATER--RESIDENTIAL GALLONS USED

Charge	Charges Inside City Limits		Charges Outside the City Limits	
	Current Rate	Proposed Rate	Current Rate	Proposed Rate
Water Base	33.46	33.85	50.19	50.78
*Gallons 0-2000	5.04	5.10	7.56	7.65
*2001-8001	7.90	7.99	11.85	11.99
*8001-up	9.51	9.62	14.26	14.43

***Note:** Rates are per 1000 gallons with first rate increase at 2001 gallons, second rate increase at 8001 gallons.

In circumstances whereby one water meter serves both residential and commercial activities, that meter shall be charged at the COMMERCIAL rate detailed below.

SCHEDULE W4. MONTHLY CHARGES FOR WATER--COMMERCIAL WITH VALID LOCAL BUSINESS TAX RECEIPT

Charge with LBTR	Charges Inside City Limits		Charges Outside the City Limits	
	Current Rate	Proposed Rate	Current Rate	Proposed Rate
Water Base	33.79	33.85	50.69	50.78
<i>Plus</i> Flow Charge per 1000 Gallons	10.08	10.20	15.12	15.30

A base unit is defined as a distinct assigned space whose primary function is to provide income to the business owner. In motels, hotels, and/or bed and breakfast facilities, each room designed to be available for rent and/or the business office associated with that activity is considered a base unit.

SCHEDULE W5. MONTHLY CHARGES FOR IRRIGATION METERS

Charge	Charges Inside City Limits	
	Current Rate	Proposed Rate
Water Base	33.46	33.85
*Gallons 0-2000	5.04	5.10
*2001-8001	7.86	7.99
*8001-up	9.51	9.62

***Note:** Rates are per 1000 gallons with first rate increase at 2001 gallons, second rate increase at 8001 gallons

SCHEDULE W6. RESERVED

SCHEDULE W7. MONTHLY PRIVATE FIRE PROTECTION (FIRE SPRINKLER SYSTEM) CHARGE PER CONNECTION TO CITY SYSTEM

Fire Line Size (inches)	Rate
4..	\$42.00
6..	\$84.00
8.	\$135.00
10....	\$194.00
12....	\$363.00

SCHEDULE W8. CHARGES AND FEES

Account maintenance fee....	\$15.00
Service turn-on....	\$25.00
Service turnoff....	\$25.00
Service turn-on before 7 a.m. or after 4 p.m. M-F or on Sat. or Sun.	\$35.00
Remove meter....	\$50.00
Reconnect charge....	\$100.00
Meter exchange (customer request) ¾"	\$50 + Cost of meter
Meter exchange (customer request) 1"	\$50 + Cost of meter
Meter exchange (customer request) Larger than 1"	\$50 + Cost of meter
Return check fee....	In accordance with FSS
Clearing around water meters	\$25.00
Meter Re-Read Service Charge	\$10.00

SCHEDULE W9. INTEREST

Compounded monthly....	1.5% per month
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SCHEDULE W10. DELINQUENT BILLS AND PENALTIES

These fees are a part of a consolidated statement for utility customers, which is generally paid by a single payment. If a partial payment is received, the payment shall be applied pro rata to each account billed on the consolidated statement in the proportion that an individual account bears to the total consolidated statement of all current charges for all accounts. Section 5.03.35 of the Land Development Regulations shall apply to all charges on this rate schedule.

Rate schedules for sewer as required by Appendix "A" Land Development Regulations, Section 5.03.56 shall be as follows:

SCHEDULE S1. CONNECTION CHARGES

System Type	Charge Inside City Limits	Charge when Developer-Installed Tap/Connection*	Charge Outside City Limits
Gravity	\$950.00	\$950.00	\$1425.00
Low Pressure	\$950.00	\$950.00	\$1425.00
Low Pressure Lambert Avenue	\$950.00	N/A	\$1625.00

* For property in Cedar Island and Palma Vista Subdivision only on N. 12th Street, there is no sewer connection fee.

SCHEDULE S2. MONTHLY CHARGES FOR SEWER--RESIDENTIAL

System Type	Charges Inside City Limits		Charges Outside the City Limits	
	Current Rate	Proposed Rate	Current Rate	Proposed Rate
<u>Single Meter</u>				
Sewer Base	21.66	21.91	32.49	32.87
<i>Plus</i> Flow Charge per 1000 Gallons	6.70	6.78	10.05	10.17
<u>Multiple Users on Single Meter</u>				
Sewer Base	21.55	21.80	32.32	32.70
<i>Plus</i> Flow Charge per 1000 Gallons	6.70	6.78	10.05	10.17
<u>Low Pressure</u>				
Sewer Base	36.32	36.74	54.48	55.12
<i>Plus</i> Flow Charge per 1000 Gallons	10.05	10.17	15.07	15.25

In circumstances whereby one water meter serves both residential and commercial activities, that meter shall be charged at the COMMERCIAL rate detailed below.

*Utility Agreements for Cedar Island and Stonebridge Subdivisions require maintenance by home owners. Charges will be single meter rate.

SCHEDULE S3. MONTHLY CHARGES FOR SEWER—COMMERCIAL

The minimum monthly charge detailed immediately above applies to each water meter connection.

Meter Size (Inches)	Current Rate	Proposed Rate
5/8" Sewer Base <i>Plus</i> Flow Charge per 1000 Gallons	52.82 6.70	53.44 6.78
3/4" Sewer Base <i>Plus</i> Flow Charge per 1000 Gallons	52.82 6.70	53.44 6.78
1" Sewer Base <i>Plus</i> Flow Charge per 1000 Gallons	76.43 6.70	77.32 6.78
1 1/2" Sewer Base <i>Plus</i> Flow Charge per 1000 Gallons	150.08 6.70	151.84 6.78
2" Sewer Base <i>Plus</i> Flow Charge per 1000 Gallons	270.93 6.70	274.10 6.78
3" Sewer Base <i>Plus</i> Flow Charge per 1000 Gallons	754.38 6.70	763.21 6.78
4" Sewer Base <i>Plus</i> Flow Charge per 1000 Gallons	996.19 6.70	1,007.85 6.78
6" Sewer Base <i>Plus</i> Flow Charge per 1000 Gallons	1,080.33 6.70	1,092.97 6.78
8" Sewer Base <i>Plus</i> Flow Charge per 1000 Gallons	1,201.17 6.70	- 6.78

Exhibit C to Resolution 2021-29

SCHEDULE S4. INTEREST

Compounded monthly....	1.5% per month
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SCHEDULE S5. DELINQUENT BILLS AND PENALTIES

These fees are a part of a consolidated statement for utility customers, which is generally paid by a single payment. If a partial payment is received, the payment shall be applied pro rata to each account billed on the consolidated statement in the proportion that an individual account bears to the total consolidated statement of all current charges for all accounts. Sections 5.03.35 and 5.03.64 of the Land Development Regulations shall apply to all charges on this rate schedule.

STORMWATER FEE SCHEDULE

Fees are based on ERU (Equivalent Residential Unit) of 2,049 square feet

Current Rate per ERU: \$9.50

Proposed Rate per ERU: \$9.50

Sanitation Fund Three Year Projected Forecast

Exhibit D to Resolution 2021-29

	FISCAL YEAR 2021-2022	FISCAL YEAR 2022-2023	FISCAL YEAR 2023-2024
Revenue			
CHARGES FOR SERVICE	1,281,500	1,307,130	1,450,914
RECYCLE FEE	77,200	77,200	84,920
OTHER REVENUE	34,200	35,226	36,283
Total Revenues	\$ 1,392,900	\$ 1,419,556	\$ 1,572,117
Expense			
Operating Expense	1,234,739	1,271,781	1,309,935
5-Year Capital Plan	398,000	20,000	250,000
Debt Service	138,145	103,608	-
Total Expenses	\$ 1,770,884	\$ 1,395,389	\$ 1,559,935
Revenues Less Expenditures	\$ (377,984)	\$ 24,167	\$ 12,182

The Fee Schedule for Solid Waste Collection Shall Be:

Residential Service

Per single family residential unit \$20.39

Customers with LBTR's will follow TOTE SERVICE

Tote Service (Tippy Carts)

Number of Totes (65-gallons)	Weekly Pickup		
	2	3	4
1	31.62	48.40	65.19
2	65.19	98.76	132.32
3	98.76	149.11	199.46
4	132.32	199.45	266.60
5	165.89	249.84	333.73

Additional Tippy Carts will be billed at \$16.69 per cart per pick-up

Commercial Container

Container Sizes (Cubic Yards)	Weekly Pickup					Special Pickup Each
	2	3	4	5	6	
2	136.61	205.89	275.17	344.45	413.73	35.41
4	275.17	426.06	576.88	709.29	884.74	65.76
6	413.73	633.86	854.03	1,074.13	1,294.26	96.11
8	552.25	841.70	1,131.11	1,420.56	1,709.94	126.46

Special Pickup Service

The cost for a special pickup service for garbage or recycling shall be in accordance with the commercial container special pickup fee schedule.

The cost for a special pickup service for yard waste shall be \$160 for a full load and \$80 for a partial load, per pick up.

Applying to all Service

1. In the event of vacancies or nonpayment of fees, rules and policies existing for nonpayment of water or sewer bills will apply.
2. All fees due the city shall be included in the city utility bill which is rendered monthly. No discounts shall be allowed for prompt payment thereof.
3. The fact that any place of abode or any place of business is occupied shall be prima facie evidence that garbage, yard waste, or recycling is being produced and accumulated upon such premises, and the fees for collection and disposal thereof are due to the City. No credit shall be given when a home or business is vacant
4. All solid waste collection fees shall constitute, and are hereby imposed as a special assessment lien against the real property aforesaid; and, until fully paid and discharged, shall remain liens equally in rank and dignity with city ad valorem taxes, and superior in rank and dignity to all other liens, encumbrances, titles and claims in, to or against the real property involved. Such special assessment liens for service charges shall be enforced by any of the methods provided for by law.
5. There shall be an annual adjustment of solid waste collection fees. Such adjustment shall be calculated by using the annual indexing factor based on the Public Service Commission published percentage change in the Gross Domestic Product Implicit Price Deflator. The resulting fee will become effective each October 1, Starting October 1, 2007 and will be valid for the new fiscal year.

ORDINANCE 2021-11

#17

AN ORDINANCE OF THE CITY OF FLAGLER BEACH, FLORIDA, APPROVING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF FLAGLER BEACH, FLORIDA AND THE INTERNATIONAL UNION OF POLICE ASSOCIATIONS, FOR THE PERIOD OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2024; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the existing Collective Bargaining Agreement between the City of Flagler Beach, Florida and the International Union of Police Associations expires on September 30, 2021; and

WHEREAS, the City of Flagler Beach, Florida and the International Union of Police Associations have negotiated in good faith renewed and amended terms of the Collective Bargaining Agreement; and

WHEREAS, the City Commission of the City of Flagler Beach, Florida, finds that approval of the Collective Bargaining Agreement attached hereto as Exhibit "A" is in the best interest of the City of Flagler Beach.

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

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

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

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

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

PASSED ON FIRST READING THIS 23RD DAY OF SEPTEMBER, 2021.

PASSED AND ADOPTED THIS _____ DAY OF OCTOBER, 2021.

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

Suzanne Johnston, Mayor

ATTEST:

Penny Overstreet, City Clerk

Ad Preview

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

ORDINANCE 2021-11

AN ORDINANCE OF THE CITY OF FLAGLER BEACH, FLORIDA, APPROVING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF FLAGLER BEACH, FLORIDA AND THE INTERNATIONAL UNION OF POLICE ASSOCIATIONS, FOR THE PERIOD OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2024; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE

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

City Commission:

Second Reading: October 14, 2021 @ 6:00 p.m. or soon thereafter

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

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

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

10/4/2021 6345686

**AGREEMENT BETWEEN
CITY OF FLAGLER BEACH
AND THE
INTERNATIONAL UNION OF
POLICE ASSOCIATIONS**

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ARTICLE 40	SIGNATURES AND ATTEST

AGREEMENT

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

ARTICLE 1

RECOGNITION

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

ARTICLE 2
NON-DISCRIMINATION

- 2.1 The parties agree not to interfere with the right of any employee covered by this Agreement to become a member, or to refrain from becoming a member, of IUPA. There shall be no discrimination against any employee covered by this Agreement by reason of race, creed, color, national origin, sex, IUPA membership or activity, or lack of IUPA membership or activity, age, or disability.
- 2.2 The City opposes any form of employment discrimination, which is made unlawful under applicable state and Federal law. Any claim of discrimination by an employee against the City, its officers or representatives, shall not be subject to grievance or arbitration under the provision of this contract, but shall be subject only to the method of review prescribed by law.

ARTICLE 3
MANAGEMENT RIGHTS

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

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

ARTICLE 4

WORK STOPPAGES

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

ARTICLE 5
PERSONNEL RECORDS

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

ARTICLE 6

HOURS OF WORK AND OVERTIME

The following provisions shall govern hours of work and overtime:

- A. A normal pay period shall consist of two (2) consecutive weeks of eighty four (84) hours for all covered employees. Nothing herein shall guarantee any employee payment for the work period unless the employee actually works eighty four (84) hours in such pay period or his/her actual hours worked and his/her authorized compensated leave or sick leave, totals (84) hours as applicable.
- B. Hours worked in excess of eighty-four (84) hours, as applicable in a work period, shall be compensated at the rate of time and one-half of the employee's regular straight time rate. An employee may elect to take compensatory leave time in lieu of pay, where applicable in this Agreement, up to a maximum accumulation of eighty four (84) hours. All employees will have until September 30th of each year to reduce their current compensatory time to 84 hours. All hours in excess of the maximum shall be in the form of pay. An employee separating from the Department on a voluntary or involuntary basis shall receive lump sum payment for accumulated compensatory time. Employees may elect to sell back up to forty (40) hours of compensatory time each year. Request for sell back must be made during the month of November and payout will be made on the pay period before Christmas of that year.
- C. If any employee covered by this Agreement is called out to work at a time outside his normal working hours, he/she shall receive a minimum of three (3) hours pay at the rate of time and one- half his/her straight time rate or elect to take compensatory leave time in lieu of pay.
- D. The aforementioned minimum call out compensation and the other provisions of paragraph C. of this Article shall apply to require off duty appearances as a subpoenaed witness in the Federal, Circuit, or County Courts on pending criminal, civil, or traffic cases where the employee is involved as a witness, in his official capacity, arresting officer, and/or investigation officer.
- E. No supervisor, or official, shall take action to cause the non-payment of time and one-half when the employee has performed work, which entitles him/her to such payment.
- F. Management will not unilaterally change or alter work schedules to avoid the payment of overtime.
- G. The Commanding Officer of the Police Department shall make a good faith effort to assign overtime as equally as possible.
- H. Employees shall be given fourteen (14) calendar days' notice of any permanent change in their regular hours of work; except in case of emergency situations, the Department will avoid scheduling

an employee to work continuous shifts. If an employee is not notified prior to forty-eight (48) hours of a shift change, he/she shall receive one and one-half times the straight time hourly rate for the first twelve hours of the new shift. Fourteen (14) calendar day notice can be waived by the employee.

- I. A shift work schedule will be posted showing the schedule for a period of at least 28 days and will be posted at least fourteen (14) days in advance of the expiration of the previous schedule.
- J. Patrol Shifts will be for twelve (12) hours for all employees covered by this agreement. Employees not assigned to regular patrol duties may be assigned alternate shift schedules at the discretion of the Commanding Officer of the Police Department.
- K. Department meetings will be held on employee's duty time, for the purpose of conveying policy changes and operating procedures, or the discussion of anything pertaining to the operation of the Flagler Beach Police Department.
- L. At no time will volunteers be used to replace the duties, or functions, of regular full-time certified officers. The City may institute a Citizens on Patrol (COP) program to assist full-time certified police officers in accomplishing tasks which do not require the presence and/or authority of a full-time certified police officer. It is not the intention of the City to use the COP program to replace any full-time certified police officer.

ARTICLE 7

MILEAGE ALLOWANCE AND TAKE HOME VEHICLES

- 7.1 Employees directed and authorized to use their private automobile for personal conveyance only, shall be reimbursed in accordance with the mileage allowance permitted by the City.
- 7.2 The City will make a good faith effort to provide each non-probationary sworn police officer living within a 25 air mile radius of the City of Flagler Beach a marked/unmarked take-home police vehicle (when available) at no cost to the employee. Except as otherwise specifically provided herein, the assigned vehicle will be driven to and from work and to conduct official business only. Employees shall be allowed to drive take-home vehicles to and from a gym or other personal training facility while traveling between their home and work.
- 7.3 The Commanding Officer of the Police Department will have the sole discretion to allow probationary sworn police officers the rights within this article. The Commanding Officer of the Police Department will also have the sole discretion to withdraw the same rights to any probationary sworn police officer at any time.
- 7.4 The Commanding Officer of the Police Department shall have the sole discretion to suspend an employee's use of a take-home vehicle for a period of up to forty-five (45) work days from any employee as a disciplinary measure related to a violation of adopted department policies.
- 7.5 Employees shall adhere to all City of Flagler Beach Police Department policies and rules regarding use of take home vehicles. The City shall be responsible for each vehicle assigned to employees and keep each vehicle in a safe operating condition.

ARTICLE 8

DISCIPLINE AND DISCHARGE

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

ARTICLE 9
RANDOM DRUG TESTING

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

9.4 Random Testing Procedure: The random selection process will be conducted at City Hall on the first Monday of each Month (on the first Tuesday in the case of a City holiday on the 1st Monday). The Commanding Officer of the Police Department and a member of the Union will make the random selection. Each employee will have a specific number that identifies him/her and the selection will be conducted randomly, with all parties present. Should the Commanding Officer of the Police Department become unavailable (vacations, illness, etc.) his/her representative will be present for the random selection. The randomly selected employee shall be contacted during their next regularly scheduled duty assignment day/night and instructed to respond to the City's contracted and licensed provider for testing. The selected employee will be accompanied by a Police Supervisor as designated by the Commanding Officer of the Police Department when staffing allows.

9.5 Drugs to be tested for: When an employee or applicant is required to take a drug/alcohol test as required in Section 9.2 of this agreement, a urinalysis test will be given to detect the presence of the following;

- a. Alcohol (Ethanol)
- b. Amphetamines
- c. Barbiturates (e.g., Amobarbital, Butabarbital, Phenobarbital, Secobarbital)
- d. Benzodiazepines
- e. Benzoyllecgonine (Cocaine)
- f. Creatine
- g. Methadone
- h. Opiates (e.g., Codeine, Heroin, Morphine, Mydromorphone, Hydrocodone)
- i. Oxycodone and/or Oxymorphone
- j. THC (Marijuana Metabolite)

9.6 Collection Location and Cost: The City shall select the certified lab/testing facility and will incur the financial costs associated with random drug testing.

9.7 Confidentiality of Test Results: All information from an employee's drug and alcohol test is considered confidential and only the City's Human Resource Director will be informed of the test results. The results of a positive test for alcohol or drugs shall not be released until the results are confirmed.

In any case where the test results may warrant disciplinary action and/or termination proceedings, the test results will be provided to the Commanding Officer of the Police Department.

9.8 Refusal to Consent to Testing: Any employee under this agreement that refuses to consent to a drug and/or alcohol test as outlined in Section 9.2 is subject to disciplinary action up to and including termination. The reason for the refusal shall be considered in determining the appropriate disciplinary action. Probationary employees that refuse to consent to random testing or test positive for alcohol or drugs will be dismissed.

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

ARTICLE 10

INSURANCE

- 10.1 The City agrees to maintain a Health Insurance plan including hospitalization. Employees covered under this Agreement will be provided individual coverage at City expense. Dependent coverage and any additional premium for plans elected by the employee above the base plan offered by the City will be paid by the employee.
- 10.2 The City agrees that if an employee covered by this Agreement chooses to join, or desires to discontinue the City program, he shall sign a card provided by the City to this effect.
- 10.3 Eligibility for a Health Insurance plan including hospitalization under the City plan shall be on the first day of the month following thirty (30) days from the date of full time employment. Example: Employee hired on the May 10th would not be eligible for coverage until July 1st.
- 10.4 Any employee who suffers a catastrophic injury, as defined in s. 440.02, in the line of duty shall have the entire premium of the employer's health insurance plan shall be paid for by the City for the employee, the employee's spouse, and for each dependent child of the injured employee until the child reaches the age of majority or until the end of the calendar year in which the child reaches the age of 25 if the child continues to be dependent for support, or the child is a full-time or part-time student and is dependent for support. The term "health insurance plan" does not include supplemental benefits that are not part of the basic group health insurance plan. If the injured employee subsequently dies, the City shall continue to pay the entire health insurance premium for the surviving spouse until remarried, and for the dependent children, under the conditions outlined in this paragraph.

ARTICLE 11

LEAVE OF ABSENCE

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

ARTICLE 12

WORKER'S COMPENSATION BENEFITS

- 12.1 Employees disabled because of an injury arising out of and in the course of performing their duties will be governed by the Florida State Workers' Compensation Law.
- 12.2 Effective upon the ratification date of this collective bargaining agreement, any bargaining unit member who, while acting within the course of employment as provided by Chapter 440, Florida Statutes and thereby sustains a job related injury or illness as deemed compensable under Chapter 440 shall not be required to use sick, vacation, or other leave for the first seven (7) days of their injury, so long as they have at least forty-eight (48) hours of sick time banked at the time of the injury. Employees opting not to use sick, vacation, or other leaves for the first seven days of their injury as provided herein shall be compensated by the City at the rate equal to the current Workers' Compensation rate for up to seven (7) days prior to Workers' Compensation benefits beginning (if less than twenty-one (21) days).

ARTICLE 13
VACATIONS

13.1 Eligibility and rate of earning.

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

CONTINUED EMPLOYMENT (Years)	ANNUAL VACATION EARNED
1	84 hours
2	120 hours
3 and 4	132 hours
5 and 6	144 hours
7 and 8	156 hours
9 and 10	168 hours
11 and 12	180 hours
13 and 14	192 hours
15 and 16	204 hours
17	216 hours
18	228 hours
19	240 hours
20+	252 hours

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

13.2 Using vacation time.

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

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

13.3 Request for leave.

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

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

13.4 Annual vacation may be granted for the following purposes.

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

13.5 Unused Vacation Time.

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

13.6 Unused Vacation Time.

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

ARTICLE 14

SICK LEAVE

14.1 Eligibility and rate of earning.

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

14.2 Charging leave.

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

14.3 Request for leave.

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

14.4 Use of sick leave may be granted for the following reasons:

- A. Personal injury, employee pregnancy or illness of the employee, provided this meets ADA requirements.
- B. Medical, dental, optical or chiropractic examination or treatment when it is not possible to arrange the appointment for off-duty hours.
- C. Exposure to contagious disease, which would endanger others as determined by a physician.

D. Illness of a member of the employee's immediate family, which requires the personal care, and attention of the employee. Immediate family for the purpose of this contract shall be defined as follows: father, mother, spouse, child, brother, sister, father-in-law, mother-in-law, son-in-law, sister-in-law, and daughter-in-law, brother-in-law, stepparent, grandparents and grandchildren of the employee.

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

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

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

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

ARTICLE 15

MISCELLANEOUS LEAVES

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

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

15.2 MILITARY LEAVE

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

15.3 COURT

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

15.4 MATERNITY LEAVE

Both parties agree to abide by Federal Law.

15.5 DO NOT REPORT EVENTS AND FLEX DAYS

For any Federal, State, County, or City declared disaster or emergency in which twenty-five percent (25%) of non-bargaining unit member full-time hourly employees of the City

are directed by the City not to report for work in person or remotely (a "Do Not Report Event") and are paid during such Do Not Report Event, members of the unit who are required to work during such Do Not Report Event shall receive time off equivalent to what the non-reporting non-bargaining unit members receive (a "Flex Leave Day"). Any Flex Leave Day awarded pursuant to this Paragraph shall be logged and tracked separately from other leave categories, shall not be subject to payout or buyback, shall be used prior to the use of any other leave available to the member, and shall expire one hundred twenty (120) days after non-reporting non-bargaining unit members have been advised by the City to return to work (the "Return to Work Notice"). The Flex Leave Days' purpose is to allow members time to address their affairs impacted by the Do Not Report Event. Accordingly, the members are encouraged to use the Flex Leave Day(s) time as close in time to the Do Not Report Event subject to scheduling approval by the City. An awarded Flex Leave Day shall expire one hundred twenty (120) days after the Return to Work Notice unless during such one hundred twenty (120) day period the member submitted a request to use the Flex Leave Day(s) and was denied by the City due to scheduling needs, in which case the accrued Flex Leave Day expiration shall be extended an additional thirty (30) days for said member. A member shall be entitled to use no more than no more than three (3) Flex Leave Days in any year.

ARTICLE 16

HOLIDAYS

16.1 The City will recognize the following as paid holidays:

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

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

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

ARTICLE 17
BEREAVEMENT LEAVE

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

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

ARTICLE 18

VOTING

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

ARTICLE 19

SENIORITY

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

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

ARTICLE 20
PROMOTIONS

20.1 Whenever a budgeted promotional vacancy exists in a Corporal or Sergeant classification, the Commanding Officer of the Police Department upon conferring with the City Manager shall promote an employee to fill such vacancy within thirty (30) days, from an existing eligibility list, if a valid eligibility list is in existence. Should there exist no valid eligibility list at the time a budgeted promotional vacancy occurs, the City shall establish a new eligibility list within sixty (60) days. Upon certification of the new eligibility list, the budgeted promotional vacancy shall be filled. An eligibility list shall remain in effect for a period of one (1) year.

20.2 The Commanding Officer of the Police Department will announce promotional examinations at least forty-five (45) days in advance of said examinations and provide the name of the test with the publication date and/or series number.

20.3 The City agrees that upon execution of this agreement the promotional probationary period shall be of six (6) month duration and cannot be extended except when the probational employee is incapacitated because of illness or injury.

20.4 Promotions will be made from an eligibility list, the ranking of which will be determined by the following:

Experience - 1 point per year of paid police service not to exceed 20 points.

Oral Board - This board will consist of an officer selected by the Commanding Officer of the Police Department from an outside Police Agency, an officer selected by the bargaining unit from an outside Police Agency and a member selected by the first two members from an outside Police Agency. The Board will award a score not to exceed 90 points.

Written Test - This test will be a professionally developed from Florida Law and the Flagler Beach Police Department's Policy and Procedure manual for the open rank. The written test shall account for a score not to exceed 90 points. The written test shall be comprised of ninety questions. Thirty questions shall be on the subject of Florida State Statutes, thirty questions shall be on the subject of departmental policies, and thirty questions shall be on the subject of a leadership book chosen by the Commanding Officer of the Police Department and provided to eligible candidates.

20.5 The points will be totaled for each officer and the officer will be placed on the eligibility list upon obtaining an overall minimum score of 140 points.

20.6 Selection - The City Manager upon recommendation from the Commanding Officer of the Police Department shall select an officer for promotion from among the three highest scoring candidates.

20.7 An officer will be eligible to take the promotion test for Sergeant upon obtaining five consecutive years paid full-time experience with three consecutive years of paid full-time service with the Flagler Beach Police Department or ten consecutive years paid full-time experience with two consecutive years of paid full-time service with the Flagler Beach Police Department. In the event a Corporal position exists, an officer will be eligible to take the promotion test for Corporal upon obtaining two years of paid consecutive full-time service with the Flagler Beach Police Department.

ARTICLE 21
BULLETIN BOARD

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

ARTICLE 22
DUES DEDUCTION

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

ARTICLE 23
IUPA REPRESENTATIVE

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

ARTICLE 24
WORKING OFF DUTY

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

ARTICLE 25
INDIVIDUAL RIGHTS

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

ARTICLE 26

INTERNAL INVESTIGATIONS AND OBLIGATIONS TO THE PUBLIC

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

- A. The interrogation shall be conducted at a reasonable hour, preferably at a time when the law enforcement officer or correctional officer is on duty, unless the seriousness of the investigation is of such a degree that immediate action is required.
- B. The interrogation shall take place either at the office of the command of the investigating officer or at the office of the local precinct, police unit, or correctional unit in which the incident allegedly occurred, as designated by the investigating officer or agency.
- C. The law enforcement officer or correctional officer under investigation shall be informed of the rank, name, and command of the officer in charge of the investigation, the interrogating officer, and all persons present during the interrogation. All questions directed to the officer under interrogation shall be asked by or through one interrogator during any one investigative interrogation, unless specifically waived by the officer under investigation.
- D. The law enforcement officer or correctional officer under investigation must be informed of the nature of the investigation before any interrogation begins, and he or she must be

informed of the names of all complainants. All identifiable witnesses shall be interviewed, whenever possible, prior to the beginning of the investigative interview of the accused officer.

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

- E. Interrogating sessions shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary.
- F. The law enforcement officer or correctional officer under interrogation may not be subjected to offensive language or be threatened with transfer, dismissal, or disciplinary action. A promise or reward may not be made as an inducement to answer any questions.
- G. The formal interrogation of a law enforcement officer or correctional officer, including all recess periods, must be recorded on audio tape, or otherwise preserved in such a manner as to allow a transcript to be prepared, and there shall be no unrecorded questions or statements. Upon the request of the interrogated officer, a copy of any recording of the interrogation session must be made available to the interrogated officer no later than 72 hours, excluding holidays and weekends, following said interrogation.
- H. If the law enforcement officer or correctional officer under interrogation is under arrest, or is likely to be placed under arrest as a result of the interrogation, he or she shall be completely informed of all his or her rights before commencing the interrogation.
- I. At the request of any law enforcement officer or correctional officer under investigation, he or she has the right to be represented by counsel or any other representative of his or her choice, who shall be present at all times during the interrogation whenever the interrogation relates to the officer's continued fitness for law enforcement or correctional service.
- J. Notwithstanding the rights and privileges provided by this part, this part does not limit the right of an agency to discipline or to pursue criminal charges against an officer.

- K. During interrogations covered hereunder, questions shall be limited to the circumstances surrounding the allegations, which are the subject of the investigation.
- L. A complaint filed against a law enforcement officer or correctional officer with a law enforcement agency or correctional agency and all information obtained pursuant to the investigation by the agency of such complaint shall be confidential and exempt from the provisions of s. 119.07(1) until the investigation ceases to be active, or until the agency head or the agency head's designee provides written notice to the officer who is the subject of the complaint, either personally or by mail, that the agency has either:
1. Concluded the investigation with a finding not to proceed with disciplinary action or to file charges; or
 2. Concluded the investigation with a finding to proceed with disciplinary action or to file charges.
- M. The officer who is the subject of the complaint may review the complaint and all statements regardless of form made by the complainant and witnesses prior to the beginning of the investigative interview. If a witness to a complaint is incarcerated in a correctional facility and may be under the supervision of, or have contact with, the officer under investigation, only the names and written statements of the complainant and non-incarcerated witnesses may be reviewed by the officer under investigation immediately prior to the beginning of the investigative interview.
- N. The findings of any internal investigations shall be labeled "sustained" (guilty as charged), the investigation disclosed sufficient evidence to clearly provide the allegations made in the complaint; or "not sustained" (not guilty), the investigation fails to discover sufficient evidence to clearly prove or disprove the allegations made in the complaint; "exonerated", acts did occur, but were justified, lawful, and proper or "unfounded", the investigation indicates that the act(s) complained of did not occur or failed to involve police personnel;. No other terminology may be used.
- O. Only "sustained" complaints will be inserted in an officer's personnel record.
- P. "Not- sustained" "unfounded" and "exonerated" complaints will not be inserted in an officer's personnel record.
- Q. In the interest of internal security and fairness to the employee under investigation, the City insofar as is legally permissible, agrees to make any statements concerning the validity of the allegations under investigation until such time as the employee under investigation, or any organization, or person representing said employee, make public statements concerning

the allegations under investigation. The City shall have the right to respond in any manner it deems appropriate.

- R. As per Statute, the employee is entitled to a copy of any information of whatever type contained in the internal file and has the right to review any and all information contained therein prior to making any statements.
- S. The City agrees that no adverse action will be taken against any employee who exercises the rights provided in this Article.
- T. Any officer covered by this agreement shall have the right to have an attorney present prior to any statement written, or oral, whenever he is involved in a shooting where a death or injury occurred.
- U. No suspension, demotion, or termination will be instituted until the employee's grievance procedures are completed.
- V. Any employee charged with a felony may be placed on unpaid administrative leave by the Commanding Officer of the Police Department or City Manager.
- W. All internal investigations shall be conducted in accordance with the "Law Enforcement Officer's Bill of Rights" as set forth in Florida Statute §§ 112.531 - 112.534.

ARTICLE 27

GRIEVANCE AND ARBITRATION PROCEDURE

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

A Time limits specified in days shall mean working days Monday through Friday excluding holidays

B Grievances shall be presented in the following manner:

- Step 1. The employee shall first take up his grievance with their immediate supervisor within ten (10) workdays of the occurrence of the events, which gave rise to the grievance. If the events which gave rise to the grievance occurred at a time when the employee was on sick leave, vacation, or other compensated leave, the ten (10) day period shall commence running immediately upon the employee's return from such compensated leave. This first step shall be on an informal or oral basis and shall be witnessed by a representative of the Association.
- Step 2. Any grievance, which cannot be satisfactorily completed under Step 1 shall be reduced to writing by the employee and presented within five (5) working days of the day of completion of Step 1, either through a representative of the Association and the employee, or by the employee himself at the employee's option, and discussed with the Commanding Officer of the Police Department of Police. The Commanding Officer of the Police Department shall, within five (5) workdays after presentation of the grievance, render his decision on the grievance in writing.
- Step 3. Any grievance, which cannot be satisfactorily settled with the Commanding Officer of the Police Department in step 2 shall within five (5) workdays after completion of Step 2, be discussed with the City Manager, who shall within seven (7) workdays after this discussion, render his decision in writing, with a copy to the Association.
- Step 4. In the event the grievance processed as above has not been resolved at Step 3 above, either party may request that the grievance be submitted to arbitration within fifteen (15) work days after the City Manager renders a written decision the grievance. The arbitrator may be an impartial person mutually agreed upon by, and between parties. However, in the event the parties are unable to agree upon an impartial arbitrator within fifteen (15) work days after the grievance is submitted to arbitration, the parties shall jointly request the Federal Mediation and Conciliation Service to furnish


a panel of seven (7) names from which each party shall have the option of striking three (3) names in alternating fashion, thus leaving the seventh who shall be the arbitrator.

- Step 5. The City and the employee and IUPA shall mutually agree in writing, to the statement of the grievance to be arbitrated prior to the arbitration hearing, and the arbitrator thereafter shall confine his decision to the particular grievance thus specified. In the event the parties fail to agree on the statement of the grievance to be submitted to the arbitrator, the arbitrator will confine his consideration and determination to the written statement of the grievance presented in Step 2 above. The arbitrator shall have no authority to consider, or rule upon, any matter which a grievance is not as defined in this Agreement, not shall this Collective Bargaining Agreement be construed by the arbitrator to supersede applicable laws in existence at the time of signing of this Agreement, except to the extent as specifically provided herein.
- Step 6. Each party shall bear the expense of its own witness and of its own representatives for the purpose of the arbitration hearing. The impartial arbitrator's fee and related expenses, and expenses in obtaining a hearing room, if any, shall be divided equally between the parties. Any party desiring a transcript must pay the cost unless both parties mutually agree to share the cost.
- Step 7. The Arbitrator's award shall be final and binding on both parties.

ARTICLE 28

SEVERABILITY CLAUSE

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



ARTICLE 29
RULES AND REGULATIONS

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

ARTICLE 30
PENSION PLAN

- 30.1 Chapter 185 will govern the pension plan for police officers. The City agrees that the Police Pension Plan will be maintained pursuant to Section 414 H of the Internal Revenue Code.
- 30.2 Employees can at any time of their choice choose to increase their contribution to the pension plan.
- 30.3 Beginning during the 2022/2023 fiscal year, the City shall adjust the police pension multiplier to the rate of 3.5% per year of service, which rate shall be retroactive to the employee's hire date. The maximum annual pension payment for any employee shall not exceed 90% of the employee's average salary during the employee's three highest paid years.
- 30.4 During the 2021/2022 fiscal year, the City shall amend the pension plan to provide for Normal Retirement upon attainment of 20 years of service. Further, the City shall amend the pension plan to provide that there shall be no age restriction for retirement of an employee who attains Normal Retirement.
- 30.5 Employees will be allowed to voluntarily contribute to a personal 457 Pension plan.
- 30.6 In accordance with Section 185.35, Florida Statutes, the City and IUPA mutually agree that 50% of any base premium tax revenues attributable to the Police Pension Plan and received by the Police Pension Plan shall be used to fund minimum benefits or other or other retirement benefits in excess of the minimum benefits as determined by the City and, as otherwise adjusted below, 50% of any base premium tax revenues attributable to the Police Pension Plan and received by the Police Pension Plan shall be placed in a defined contribution plan component to fund special benefits. Beginning in the 2021/2022 fiscal year, as partial consideration for the amendments to the Pension Plan related to multiplier and Normal Retirement years of service, IUPA has agreed to reduce its special benefits share of the base premium tax revenues and increase the City's share of base premium tax revenues by the fixed amount of thirty thousand dollars (\$30,000) per year. Said adjustment to the sharing of the premium tax revenues shall be contingent upon the continuation of the adjustments to the Pension Plan provided in 30.3. and 30.4, above.

ARTICLE 31
SAVINGS CLAUSE

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

ARTICLE 32

EQUIPMENT

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

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

32.2 Each unmarked vehicle will be equipped with the following:

- A. Siren
- B. Dash/roof rotating/flashing emergency light giving off adequate light to indicate that the vehicle is a police vehicle.
- C. [Reserved]
- D. Fire Extinguisher
- E. [Reserved]
- F. First Aid kit
- G. Storage Container
- H. Flashlight with baton for traffic direction
- I. Leg Cuffs

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

ARTICLE 33

UNIFORMS AND EQUIPMENT

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

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

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

- Four (4) Class B motorcycle uniforms to include short sleeve shirts and motorcycle style trousers.
- B. One (1) Class A uniform to include one (1) pair of dress trousers, one (1) long sleeve dress shirt and one (1) clip-on tie
- C. Baseball style hat
- D. Shirt Badge
- E. Leather Jacket
- F. Rain gear
- G. Bullet resistant vest
- H. Name tag
- I. Semi-automatic firearm with three (3) magazines

- J. One (1) pair of boots
- K. Gloves used for traffic direction
- L. One (1) complete duty belt set to include holster, magazine holder, single handcuff case, rubber glove pouch, and an inner belt.
- M. Helmet

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

33.4 Personal property required in the line of duty which is damaged or destroyed in the performance of such duty, shall be replaced or reimbursed by the City, provided, however, that the maximum expense incurred for reimbursement or replacement of any single item of personal property shall not exceed one hundred fifty dollars (\$150.00) An employee who has not been issued a City cell phone may be reimbursed up to \$250.00 for damage caused to a personal cell phone during the performance of duty. If reimbursed for the damaged item by the court, the amount of any reimbursement already paid to the employee by the City shall be paid to the City and the remainder shall be paid to the employee.

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

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

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

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

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

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

ARTICLE 34

EDUCATION

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

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

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

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

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

34.4 Employees seeking reimbursement as provided herein shall submit their request for reimbursement within forty-five (45) days from the date grades are posted unless the employee notifies his or her supervisor in advance of an unavoidable delay in requesting reimbursement. The City shall make all reasonable efforts to pay compensation within forty-five (45) days of a valid request. The City shall not be required to reimburse any expense for which the request for reimbursement was not submitted within said time.

ARTICLE 35

TRAINING

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

ARTICLE 36
COMPENSATION

- 36.1 All permanent employees will receive a two point nine percent (2.9%) adjustment to his/her base salary, effective 1 October 2021 for fiscal year 2021/2022.
- 36.2 This article shall be reopened during the 2021/2022 fiscal year and the parties shall negotiate base salary adjustments for the 2022/2023 and 2023/2024 fiscal years.
- 36.3 Longevity Pay: Employees who have completed two (2) years of continuous, active service will receive a two percent (2%) pay adjustment upon the anniversary of their employment with the Flagler Beach PD. Once so established, longevity pay will then be applied every two (2) years of active, continuous service at the same rate.
- 36.4 When an employee is promoted to the next higher rank, the employee will receive a minimum of a five percent (5%) increase to their base salary.
- 36.5 Beginning salary for new hires will be \$17.70 an hour beginning 1 October, 2021. After satisfactorily completing a one (1) year probation period, he/she will receive an additional 3.5% percent increase to their hourly wage.
- 36.6 Detective On-Call: Any Detective who is required to be on call for at least forty (40) hours during any pay period shall receive \$25.00 on-call pay for that pay period.

ARTICLE 37
PROBATIONARY PERSONNEL

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

ARTICLE 38

TEMPORARY ASSIGNMENT TO A HIGHER CLASSIFICATION

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

ARTICLE 39

TERM OF AGREEMENT

This agreement will become effective upon execution hereof and shall remain in full force until the 30th day of September 2024, or until a new contract is agreed upon, and from year to year thereafter unless terminated or modified. Upon written consent of both parties, up to two articles in addition to those provided for reopen herein may be reopened each calendar year during the term of this agreement. Notification of requests must be received by April 1st of each year. If either party wishes to modify said agreement in 2024, notification must be received by April 1, 2024 and negotiations will begin no later than April 15, 2024.

ARTICLE 40
SIGNATURES AND ATTEST

This Agreement contains the entire agreement of the parties on all matters related to wages, hours, working conditions, and all other matters which have been, or could have been, negotiated by and between the parties prior to the execution of this Agreement. Upon formal adoption by the City Commission and execution by the parties, this Agreement shall become effective immediately and shall remain in full force and effect until September 30, 2024.

City of Flagler Beach

International Union of Police Associations.



AN ORDINANCE BY THE CITY OF FLAGLER BEACH, FLORIDA AMENDING CHAPTER 2, ARTICLE II, CITY COMMISSION, SECTION 2-20 RULES OF PROCEDURE FOR CITY COMMISSION MEETINGS, (B) TO ADD A SECOND PUBLIC COMMENT ITEM ON REGULAR MEETING AGENDAS; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY AND PROVIDING AN EFFECTIVE DATE – FIRST READING.

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

SECTION 1. Chapter 2, Article II, City Commission Section 2-20 (b) Rules of Procedure for City Commission Meetings, of the City of Flagler Beach Code of Ordinances is hereby amended as follows (note: strikethrough text indicates deletions, underline text indicates additions, ellipses (***) identify text that remains unchanged and that is not reprinted herein):

Sec. 2-20. Rules of procedure for city commission meetings.

(b) *Regular meeting agendas.* An agenda application shall be submitted in writing before 4:30 p.m. on the Tuesday, one (1) week before the meeting date for which the agenda pertains. All supporting documentation relative to each item submitted for the agenda must be submitted to the City Clerk at the same time the agenda application is submitted. Regardless of the date submitted, the City Manager shall have the liberty to schedule agenda applications as necessary due to meeting length. The agenda will be compiled by the City Manager, City Clerk, or designated representative, prepared and distributed by the end of the next working day. The agenda shall be posted on the bulletin board next to the front door of city hall, copies placed in the agenda box at city hall and a copy placed in the respective mailbox of the Mayor, and City Commissioners; e-mailed to the City Attorney, press and interested parties and posted on the website as soon as possible. The City Manager shall review the items and prepare a recommendation no later than noon Friday the week prior to the meeting. The City Clerk shall distribute the information to the City Commission, no later than Tuesday, 9:00 a.m. the week of the meeting. Supporting documentation submitted after the deadline may result in removal of the item from the agenda. The recommended order of business for the regular meeting agenda shall be:

- (1) Call to order.
- (2) Pledge of Allegiance followed by a moment of silence to recognize the members of the Armed Forces.
- (3) Proclamations and awards.
- (4) Deletions and changes to the agenda.
- (5) Public comments regarding items not on the agenda, thirty minute time period.
- (6) Consent agenda. (Routine items shall be placed on the consent agenda, such as but not limited to the approval of minutes, the approval of a purchase order requisition, and budget transfers.)
- (7) General business. (To the extent possible, the City Manager shall group all matters by subject area, and shall place as many items as possible on the consent portion of the agenda. Time certain consideration will be given to individuals the city is paying to attend the meeting or at the

discretion of the City Manager. Consideration shall be given to the dates items were received.)

~~(8) Commission comments, including reports from meetings attended.~~

(9 8) Public hearings. (All ordinances will be set for public hearing on both first and second readings. Quasi-judicial items and any other item required by law to have a public hearing will also be listed under this heading. Except as otherwise provided by law, public hearings shall take place no earlier than 2:30 p.m. or as soon thereafter as possible, when the meeting begins before 1:30 p.m. or no earlier than 6:00 p.m. or as soon thereafter as possible, when the meeting begins after 5:00 p.m.)

~~(109) Staff reports.~~

(10) Commission Comments.

~~(11) Adjournment.~~

(11) Public comments regarding items not on the agenda, thirty minute time period.

(12) Adjournment.

Due to unusual circumstances, staff may deviate from the recommended format. Any deviation shall be authorized by the City Manager.

SECTION 2. If any Section, Subsection, sentence, clause, phrase, or portion of this ordinance, or application thereof, is for any reason held invalid or unconstitutional by any Court, such portion or application shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions or application hereof.

SECTION 3. It is the intent of the City Commission of Flagler Beach, and is hereby provided that the provisions of this ordinance shall be made a part of the Flagler Beach Code; that the sections of this ordinance may be re-numbered or re-lettered; and that the word "ordinance" may be changed to "section", "article", "chapter" or other appropriate designation to accomplish such intention.

SECTION 4. All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

SECTION 5. This ordinance shall take effect immediately upon passage as provided by law.

PASSED ON FIRST READING THIS _____ DAY OF SEPTEMBER, 2021.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2021

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

(8) Commission comments, including reports from meetings attended.

ATTEST:

Suzie Johnston, Mayor

Penny Overstreet, City Clerk

THE DAYTONA BEACH
NEWS-JOURNAL

P.O. Box 630476, Cincinnati, OH 45263-0476

PROOF OF PUBLICATION

Penny Overstreet
City Of Flagler Beach-Hr
Po Box 70
Flagler Beach FL 32136-0070

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who, on oath says that he/she is LEGAL COORDINATOR of The News-Journal, a daily and Sunday newspaper, published at Daytona Beach in Volusia County, Florida; that the attached copy of advertisement, being a Govt Public Notices in the Circuit Court, was published in said newspaper in the issues dated:

10/01/2021

Affiant further says that The News-Journal is a newspaper published at Daytona Beach, in said Volusia County, Florida, and that the said newspaper has heretofore been continuously published in said Volusia County, Florida each day and Sunday and has been entered as second-class mail matter at the post office in Daytona Beach, in said Volusia County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper. Subscribed and sworn to before on 10/01/2021

Amy Kolcott
Legal Clerk

Vicky Felty
Notary, State of WI, County of Brown
9-19-25

My commission expires

Publication Cost: \$212.92
Order No: 6313188 # of Copies: 1
Customer No: 465673
PO #:

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

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

ORDINANCE 2021-12

AN ORDINANCE BY THE CITY OF FLAGLER BEACH, FLORIDA AMENDING CHAPTER 2, ARTICLE II, CITY COMMISSION, SECTION 2-20 RULES OF PROCEDURE FOR CITY COMMISSION MEETINGS, (B) TO ADD A SECOND PUBLIC COMMENT ITEM ON REGULAR MEETING AGENDAS; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY AND PROVIDING AN EFFECTIVE DATE - FIRST READING.

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

Second Reading: October 14, 2021 @ 6:00 p.m. or soon thereafter

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

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

In accordance with the Americans with Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk's Office at 386-517-2000 Ext. 233 at least 48 hours prior to the meeting.
L# Oct 1, 2021 11

VICKY FELTY
Notary Public
State of Wisconsin





FLAGLER BEACH CITY COMMISSION

Item No: 19

Meeting Date: October 14, 2021

Issue: Ordinance 2021-13, an ordinance by the City of Flagler Beach, Florida authorizing the conveyance by deed of certain city property consisting of Lots 7 through 22 of Block 12 of the Model Land Subdivision and a portion of Block 16 of the Gold Coast Subdivision to the Flagler County Board of County Commissioners; providing for conflicts and establishing an effective date – final reading.

From: Penny Overstreet, City Clerk

Organization: COFB

RECOMMENDATION: Approve Ordinance 2021-13 on second and final reading.

BACKGROUND: The County indicated they will be ready for closing after November 14th. Coast Title has performed the title searches. The ordinance was amended to include a new Section three. While negotiating the swap, a request from Flagler County was for the City to install fencing along the South and West border of the property to prevent a future encroachment. The fencing can be as simple as post and rope. The County requested the fencing requirement built into the ordinance.

BUDGETARY IMPACT: Funds will need to be budgeted in the 2022/2023 year to install fencing on the West and South side of the property.

LEGAL CONSIDERATIONS/SIGN-OFF:

PERSONNEL:

POLICY/REQUIREMENT FOR BOARD ACTION: Motion to approve Ordinance 2021-13.

IMPLEMENTATION/COORDINATION: Attorney Smith, County Attorney Hadeed, City Clerk and Finance Director

Attachments

- Ordinance 2021-13
-



1
2
3
4 **ORDINANCE NO.: 2021-13**
5

6 **AN ORDINANCE OF THE CITY OF FLAGLER BEACH, FLORIDA,**
7 **AUTHORIZING THE CONVEYANCE BY DEED OF CERTAIN CITY**
8 **OWNED PROPERTY CONSISTING OF LOTS 7 THROUGH 22 OF**
9 **BLOCK 12 OF THE MODEL LAND COMPANY SUBDIVISION AND A**
10 **PORTION OF BLOCK 16 OF THE GOLD COAST SUBDIVISION TO THE**
11 **FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS;**
12 **PROVIDING FOR CONFLICTS AND ESTABLISHING AN EFFECTIVE**
13 **DATE.**

14
15 **WHEREAS,** Section 2.10 of the Charter of the City of Flagler Beach authorizes the City
16 Commission to convey lands owned by the City by ordinance; and
17

18 **WHEREAS,** the City and the Flagler County Board of County Commissioners have agreed
19 to exchange properties owned by said entities to make more efficient use of their respective
20 properties toward the health, safety, and welfare of City and County residents; and
21

22 **WHEREAS,** the City Commission finds it appropriate to convey the contemplated City
23 property to the Flagler County Board of County Commissioners; and
24

25 **NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE**
26 **CITY OF FLAGLER BEACH, FLORIDA THAT:**
27

28 **SECTION 1.** The recitals state above are incorporated herein by reference and are made
29 fully a part of this ordinance.
30

31 **SECTION 2.** The City Commission authorizes conveyance of the property described in
32 Exhibit "A," attached hereto to the Flagler County Board of County Commissioners.
33

34 **SECTION 3.** The City agrees to install on or before December 31, 2022 fencing that
35 meets the standards of the City of Flagler Beach Land Development Code on the South and West
36 portion of Parcel ID - 12-12-31-4500-00600-0010 as a condition of the Land Swap with Flagler
37 County.
38

39 **SECTION 4.** The City Clerk shall record a copy of this Ordinance in the Public Records
40 for Flagler County, Florida.
41

42 **SECTION 5.** This Ordinance is deemed to be severable. If any section or portion of a
43 section of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to
44 invalidate or impair the validity, force, or effect of any other section or part of this Ordinance.
45

46 **SECTION 6. CONFLICTS.** All ordinance or parts of any ordinance in conflict herewith
47 to the extent of such conflict are hereby repealed.

48
49 **SECTION 7. EFFECTIVE DATE.** This Ordinance shall become effective immediately
50 upon its passage and adoption.

51
52 **PASSED AND ORDAINED** this ____ day of October, 2021, by the City Commission of
53 the City of Flagler Beach, Florida.

54
55 **PASSED ON FIRST READING THIS 23RD DAY OF SEPTEMBER, 2021.**

56 **PASSED AND ADOPTED THIS _____ DAY OF _____, 2021.**

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CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

Suzie Johnston, Mayor

ATTEST:

Penny Overstreet, City Clerk

EXHIBIT "A"

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LOTS 7 THROUGH 22, INCLUSIVE, OF BLOCK 12, MODEL LAND COMPANY SUBDIVISION, RECORDED AT PLAT BOOK 2, PAGE 1 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND ALL OF BLOCK 16, EXCEPT FOR THE NORTHERLY 73.01 FEET OF THE EASTERLY 180.24 FEET OF SAID BLOCK 16 OF GOLD COAST SUBDIVISION, RECORDED IN PLAT BOOK 1, PAGE 23, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA

Prepared by and return to:
D. Andrew Smith, III
Shepard, Smith, Kohlymyer & Hand, P.A.
2300 Maitland Center Parkway, Ste. 100
Maitland, FL 32751

WARRANTY DEED

THIS WARRANTY DEED made effective as of the ____ day _____ of _____, 2021 by the FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS, whose mailing address is 1769 E Moody Blvd., Bunnell, Florida 32110 (the "Grantor") to the CITY OF FLAGLER BEACH, a Florida Municipal Corporation existing under the laws of the State of Florida, whose mailing address is 105 S 2nd Street (the "Grantee"):

WITNESSETH that the Grantor, for and in consideration of real property conveyed by deed from the Grantee to the Grantor and other good and valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in Flagler County, Florida described as:

BEING A PART PARCEL 1 AS DESCRIBED IN OFFICIAL RECORDS BOOK 435, PAGE 1131, AND BEING LOTS 10 THROUGH 18 OF BLOCK 60, MOODY'S SUBDIVISION OF FLAGLER BEACH, TOGETHER WITH A CLOSED 15 FOOT ALLEY WAY, AND A PORTION OF THE VACATED RIGHT-OF-WAY OF ELEVENTH STREET ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 24, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:]

FOR A POINT OF REFERENCE, BEGINNING AT THE POINT WHERE THE SOUTH LINE OF THE SAID SECTION 12 INTERSECTS THE EASTERLY BOUNDARY OF THE 500 FOOT RIGHT-OF-WAY OF THE FLORIDA INTRACOASTAL WATERWAY, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 4, PAGE 16 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND RUNNING THENCE NORTH 13°59'29" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY BOUNDARY, A DISTANCE OF 2,228.32 FEET TO THE SOUTHWESTERLY CORNER OF LOT 6 OF BLOCK 1 OF RABBERMAN ADDITION RECORDED IN PLAT BOOK 3, PAGE 31, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE NORTH 72°15'16" EAST, A DISTANCE OF 250.0 FEET TO THE EASTERLY BOUNDARY OF WILSON AVENUE (A 50.00 FOOT WIDE RIGHT-OF-WAY); THENCE NORTH 17°44'44" WEST, ALONG THE EASTERLY BOUNDARY OF WILSON AVENUE, A DISTANCE OF 571.49 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE BOUNDARY OF MOODY BOULEVARD (A 100.00 FOOT WIDE RIGHT-OF-WAY); THENCE NORTH 67°27'46" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY BOUNDARY, A DISTANCE OF 1,306.71 FEET; THENCE SOUTH 22°32'14" EAST, PARALLEL TO AND 150.00 FEET WESTERLY FROM THE WESTERLY BOUNDARY OF FLAGLER AVENUE, A DISTANCE OF 475.0 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF NINTH STREET AND THE NORTHWEST CORNER OF LOT 1, BLOCK 60; ALSO BEING THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 67°27'46" WEST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 165.00 FEET, TO THE NORTHWESTERLY CORNER OF LOT 15, BLOCK 60; THENCE SOUTH 22°32'14" EAST ALONG THE WESTERLY LINE OF BLOCK 60, A DISTANCE OF 475.00 FEET, TO THE CENTER LINE OF ELEVENTH STREET (A 50.00 FOOT RIGHT-OF-WAY); THENCE

NORTH 67°27'46" EAST ALONG SAID CENTER LINE, A DISTANCE OF 165.00 FEET TO THE EASTERLY LINE OF PARCEL 1; THENCE NORTH 22°32'14" WEST ALONG SAID EASTERLY LINE OF PARCEL 1, A DISTANCE OF 475.00 FEET, TO THE POINT OF THE BEGINNING OF THIS DESCRIPTION

Together will all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the Grantors hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

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

Signed, sealed and delivered in our presence:

Witness

Print Name

Witness

Print Name

By: _____
Print Name:
Title:

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization this ____ day of _____, 2021 by _____, as _____, who is personally known to me or who has produced driver license(s) no. _____ as identification.

Notary Public
My Commission Expires:

Ad Preview

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

ORDINANCE NO.: 2021-13

AN ORDINANCE OF THE CITY OF FLAGLER BEACH, FLORIDA, AUTHORIZING THE CONVEYANCE BY DEED OF CERTAIN CITY OWNED PROPERTY CONSISTING OF LOTS 7 THROUGH 22 OF BLOCK 12 OF THE MODEL LAND COMPANY SUBDIVISION AND A PORTION OF BLOCK 16 OF THE GOLD COAST SUBDIVISION TO THE FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS; PROVIDING FOR CONFLICTS AND ESTABLISHING AN EFFECTIVE DATE.

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

City Commission:

Second Reading: October 14, 2021 @ 6:00 p.m. or soon thereafter

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

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

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

10/4/2021 6345735

#20 Clerk

October 2021

October 2021							November 2021						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
3	4	5	6	7	8	9	1	2	3	4	5	6	7
10	11	12	13	14	15	16	8	9	10	11	12	13	14
17	18	19	20	21	22	23	15	16	17	18	19	20	21
24	25	26	27	28	29	30	22	23	24	25	26	27	28
31							29	30					

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Sep 26	27	28	29	30	Oct 1	2
	4 11:00am Pre-Construction Meeting FY21 Water System	5 3:00pm Meter Company Meeting (Whitsons Office) 5:30pm PAR Board	6 9:00am Staff Meeting Pre Agenda (Commission Chambers)	7 11:00am Meter Reader Interview 1:00pm Meter Reader Interview	8 10:00am Meter Reader Interview	9
10	11	12	13	14	15	16
		10:00am Meter Reader Interview	9:00am 4th of July 4:30pm EDTF	5:30pm Commission Meeting		
17	18	19	20	21	22	23
		9:00am Staff Quarterly Budget Meeting	9:00am Staff Meeting Pre Agenda (Commission Chambers)			5:30pm Beach Boo Drive Thru (Wickline Park)
24	25	26	27	28	29	30
		9:00am 4th of July 5:00pm Jr Workshop LDC Meeting	3:00pm Special Magistrate? 5:00pm Pier Workshop 7:00pm Special Meeting	5:30pm Commission Meeting		
31	Nov 1	2	3	4	5	6





Item

20

Staff

Reports



Beach/Parks/Recreation


Weekly Highlights Sep. 15 -22, 2021

- Lifeguards
 - Weekends continue to be busy on the beach. Lifeguards will continue to provide coverage on weekends until November.
 - Flagler Beach Fire Department will respond to all beach emergencies during the weekdays.
 - Tommy Tant surf competition is scheduled for the 2nd week of November.
- Brazilian Peppers
 - We continued to clear Brazilian Peppers in the Pal Parker Preserve on September 21. The next cut is scheduled for September 24. We are confident that we can have the park completed so that the October cut can focus on The Betty Steflick Preserve. The pepper trees are beginning to flower which means that berries will begin to appear as the cooler weather arrives. October may be our last month of cutting before the winter season.
- Junior Lifeguard Summer Camp
 - We began scheduling pool testing times for lifeguards and Junior Lifeguards at the Belle Terre Swim and Racquet Club in Palm Coast. Testing will be done in April and May of 2022.
- Wickline Park
 - Flagler Fence is scheduled to install wind screens on the tennis courts at Wickline Park next week.

Beach/Parks/Recreation



Weekly Highlights Sep. 22 -29, 2021

- Lifeguards
 - Weekends continue to be busy on the beach. Lifeguards will continue to provide coverage on weekends until November.
 - Flagler Beach Fire Department will respond to all beach emergencies during the weekdays.
 - Tommy Tant surf competition is scheduled for the 2nd week of November.
- Brazilian Peppers
 - We continued to clear Brazilian Peppers in the Pal Parker Preserve on September 24. The next cut will be in October at The Betty Steflick Preserve. The pepper trees are beginning to flower which means that berries will begin to appear as the cooler weather arrives. October may be our last month of cutting before the winter season.
- Junior Lifeguard Summer Camp
 - Pool testing times for lifeguards and Junior Lifeguards at the Belle Terre Swim and Racquet Club in Palm Coast have been scheduled for Spring Break in April 2022.
- Wickline Park
 - Flagler Fence is scheduled to install wind screens on the tennis courts at Wickline Park this week.



Beach/Parks/Recreation

Weekly Highlights Sep. 29 – Oct. 6, 2021

- Lifeguards
 - Weekends continue to be busy on the beach. Lifeguards will continue to provide coverage on weekends until November. After the Tommy Tant Surf Competition on November 13, lifeguard towers will be removed from the beach.
 - Flagler Beach Fire Department will respond to all beach emergencies during the weekdays and on weekends after November 14.
 - Tommy Tant surf competition is scheduled for the 2nd week of November.
 - Brazilian Peppers
 - Our next Brazilian Pepper cut will be Tuesday, October 19th, at the Pal Parker Preserve. On Saturday, October 23, we will be at The Betty Steflick Preserve. This will be a combined effort with Flagler County and several volunteers to remove as many trees as possible. The pepper trees are beginning to flower which means that berries will begin to appear as the cooler weather arrives. This will most likely be our last cut of the season.
 - Junior Lifeguard Summer Camp
 - If recommended COVID-19 guidelines are relaxed by the beginning of the new year, we will be attending the Flagler County Home Show in February to promote our Junior Lifeguard summer camp. .
 - Wickline Park
 - We are still waiting on Flagler Fence to install wind screens on the tennis courts at Wickine Park.
- 
- 



2020

Building / Planning

	October	November	December	January	February	March	April	May	June	July	August	September	YTD
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Permits Issued

Miscellaneous	120	118	111	108	102	140	136	80	150	108	132	106	1411
New SFR	0	2	5	4	10	3	4	1	1	2	2	7	41
Total Permits	120	120	116	112	112	143	140	81	151	110	134	113	1452

Inspections Performed

Total Inspections	324	253	299	195	236	365	295	334	337	284	313	289	3524
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Local Business Tax Receipts

New Businesses	8	6	3	2	4	11	13	6	7	8	2	2	72
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Code Enforcement Cases

New Violations	5	10	7	4	6	11	5	4	7	9	4	5	77
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Penny Overstreet

From: Robert Pace
Sent: Thursday, September 23, 2021 2:12 PM
To: William Whitson
Cc: Penny Overstreet
Subject: Weekly Highlights

Mr. Whitson,

The following are the weekly highlights;

- Meeting with Flagler Strong

Chief Doughney and I met with members from of Flagler Strong to discuss additional support that the group could provide. Specifically researching and obtaining through grants emergency equipment that can benefit public safety post disaster. The equipment could also be utilized at special events. Flagler Strong has a member that is willing to begin work on the grants. Some of the equipment would include variable message boards on trailers, portable light banks, sandbags, traffic cones, and Jersey barricades. Purchasing a covered trailer that could store the majority of the equipment was also discussed

- Meeting with the Fire Marshal

I had a meeting with Fire Marshal Gocke and D/E B. Wu to discuss the upcoming year. I stated in last week's report that D/E Wu would assist with some Fire Marshal responsibilities. D/E Wu has over 30 years of experience in the fire service and he is a State Certified Fire Inspector. Considering Fire Marshal Gocke is part-time, D/E Wu will assist with looming inspections after completing his 24-hour shift. D/E Wu will also be utilized to complete some preplanning of local businesses. Preplan information gathered by Fire Marshal Gocke and D/E Wu will be shared with all of staff

- Staff Preparing for LifeScan

Every year staff takes part in a medical assessment called LifeScan. This year's assessment is scheduled for next month. Annual testing includes a full body sonogram, physical agility, vision/hearing tests, and mental welfare questions. Chest X-rays are completed every 5 years. In preparing for the visit from LifeScan personnel, staff is required to complete surveys for mental well-being and any medical issues. Those surveys are currently being completed. Staff must also complete bloodwork 1 week prior to the assessment

- Last Wishes Documentation

I reported several weeks ago that the department has implemented a Funeral Oversight Group (FOG). If the department experiences the unfortunate situation of a member passing away, this group will oversee all arrangements. Part of the program involves staff completing last wishes documentation. The documentation addresses who will inform the family, what type of funeral is desired, and who would give a eulogy. There is also a death benefit application through the U.S. Department of Justice. The benefit is available to staff at no cost. Staff is wrapping-up all the required documentation and it will be delivered to HR

- Public Safety Communication Network Meeting

There was a PSCN Meeting held at the EOC and there were several points addressed. The CAD server was upgraded. The new domain controller servers have been built and set-up for CAD. The implementation of the radio management enhancement feature for the radio system. IT plans to provide a repeater to each fire agency to be installed in a vehicle of their choice that can respond to an incident where there is a need to patch a direct talk around channel to a TAC

channel. Mach Alert/CAD was updated a few weeks ago to remove the cross streets. Finally, the utilization of Rapid-SOS and the potential use for finding people lost on trails within the county

- Letter of Recognition

We have spoken before about the importance of quality relationships with the other agencies within the county and Lieutenant Rainey has presented an example of that. A Shift's crew (Lt. Rainey's crew) has worked with a FCFR Firefighter/Paramedic for years. FF/PM Thomas Cope has been stationed here since 2017 and the relationship between him and A Shift cannot be overstated. FF/PM Cope was recently transferred to Palm Coast. Lt. Rainey was so appreciative of his service while in the city, she drafted a letter of recognition. Lt. Rainey states in the letter she "formally acknowledges the superior service provided to the citizens of Flagler Beach. During EMS calls, you speak with utmost professionalism and go out of your way to provide citizens with the best EMS experience. Most importantly, you exemplify true care and concern for your patients and treat our citizens as if it is your loved one's emergency". Lt. Rainey asked me who I thought would be the best person to deliver the letter. I replied, as a chief, I cannot get enough positive feedback concerning staff and I thought it should go to Chief Tucker. I sent the letter to Chief Tucker and could not have been more pleased. He in-turn sent the letter to the entire FCFR staff and all senior staff members within the county. This was a great day for both agencies when speaking of camaraderie

I look forward to talking to you soon.

Thanks,

Bobby

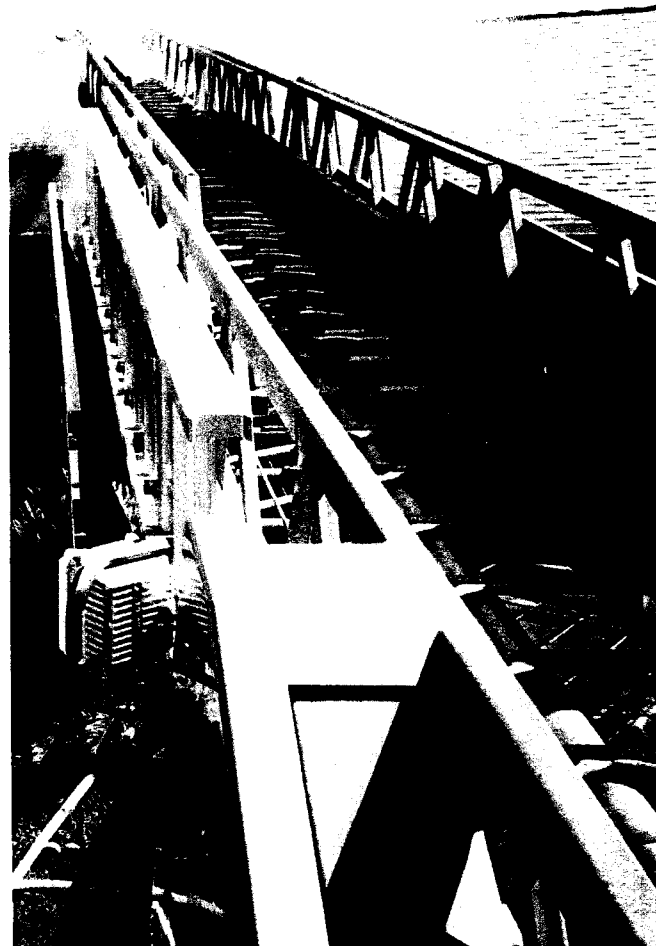
FBFD Operational Response Report

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

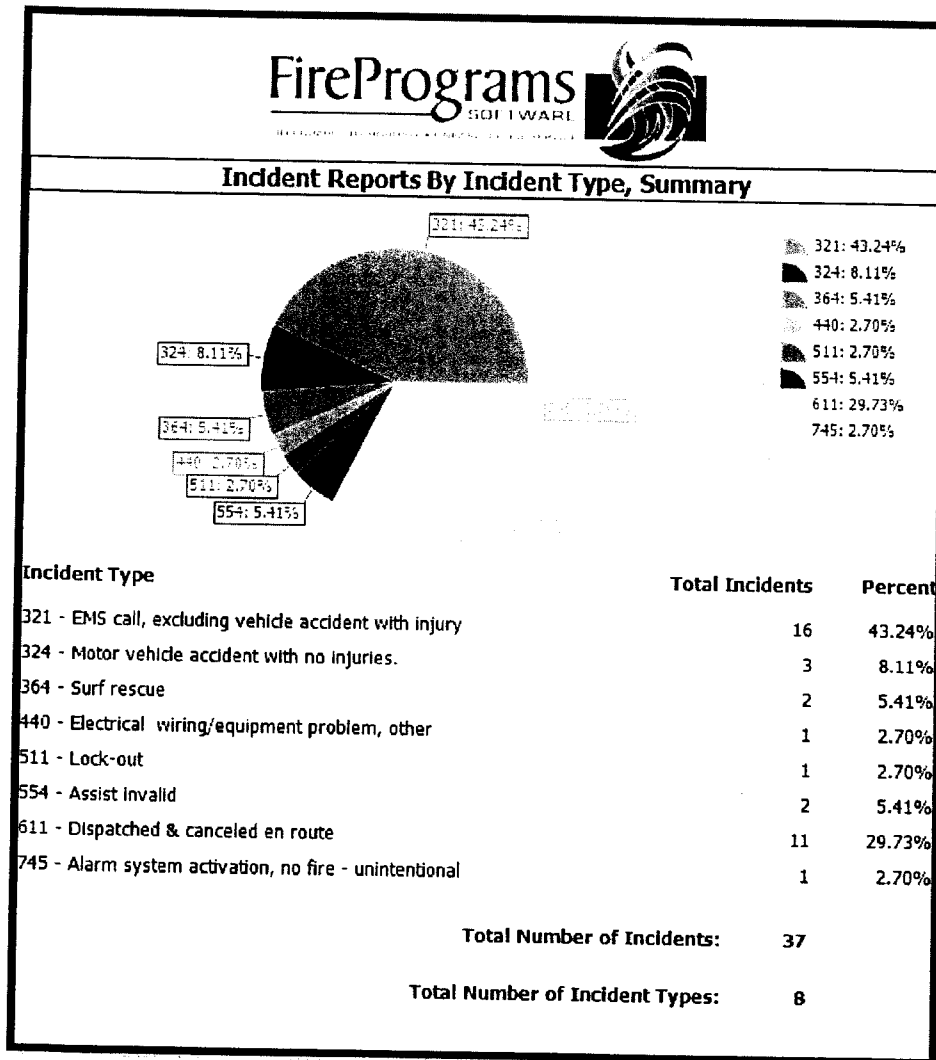
- Number of incidents responded to over the dates listed below.
- Incident types.
- Total number of incidents for 2021.

Report Conducted:
SEPTEMBER 15TH– SEPTEMBER 23RD

Flagler Beach Fire Department
Captain Stephen Cox
Scox@Fbfire.org



Weekly Incident Response Data



Total Number of Incident for 2021

1117

Penny Overstreet

From: Robert Pace
Sent: Thursday, September 30, 2021 2:51 PM
To: William Whitson
Cc: Penny Overstreet
Subject: Weekly Highlights

Mr. Whitson,

The following are the weekly highlights;

- Remembering Vets Fall Festival

The Remembering Vets Club is a new civic group in Flagler County and as evident in their name, the group dedicates much of their time to recognizing veterans. On Saturday September 25th, Remembering Vets hosted the Fall Festival at Town Center Central Park. At this event, veterans, 1st responders, community heroes, gold star members, and military survivor families were honored. FF/EMT Kayla Mullen was recognized for outstanding work in public safety. Her co-workers also selected Kayla as Firefighter of the Year. Chief Doughney recognized Officer Evan Sheer at the event

- Sons of the American Revolution Event

A member of the Sons of the American Revolution that explained his group wanted to award accommodations approached me. This group would also like recognize members of Flagler Beach Public Safety for the work they do day-in/day-out. The group will award a medal and a ribbon to individuals selected by the chiefs. Tentatively, there is a date scheduled of November 3rd @ 11:00 AM in the city chambers to conduct the event. Typically, when someone is selected for an accommodation, I request that the fire officers give me their nominations. If there is a need for a tiebreak, that will be determined by the Chief. Considering the person selected for this award is strictly a chief's decision, I considered the officers for all their hard work. Specifically, Lt. Rainey and she will be recognized on November 3rd

- Internal Training

I have mentioned in recent reports that the department's 3 firefighters will be attending Driver/Engineer Training next month. This 80-hour training session includes the Driver/Engineer portion, as well as 40 hours dedicated to hydraulics. In addition to this class and other certifications already obtained by firefighters, I've asked Captain Cox to conduct an internal clearing process. Captain Cox will administer a written exam, practical scenarios, and fire pump evolutions to gauge the firefighters' progress. Once each firefighter has successfully completed the internal training, they will be cleared for driving responsibilities

- Phone Conference with Bob Snyder

Chief Doughney and I conducted a conference call with Bob Snyder this morning. Bob Snyder and Dr. Bickle are still concerned with the positivity rate in the county. As of this morning there are 22 people admitted in the ER due to COVID 19. There is a local 9 yr. old child COVID positive that is hospitalized and fighting for her life. Bob Snyder will send a status report tomorrow that will include the current positivity rate, number of positive cases, and a count of vaccinated residents living in the county. Chief Doughney and I will deliver a full report to you on the health department's recommendations at tomorrow morning's meeting

- Going Pink in October

It was nice to see John Subers at the September 23rd Commission Meeting and that the Pink Army recognized with a proclamation. For over 10 years, the fire department supports the cause by wearing pink t-shirts for the month of October. The Volunteer Association will also make a donation towards further research. Department members are more than happy to go pink, bringing awareness of this terrible disease to local residents. FBFD will transition to blue t-shirts in November in support of Diabetes and Prostate Cancer awareness

- Fire Safety Event at Lowes Home Improvement

Lowes Home Improvement of Palm Coast has supported the department with several donations. This would include appliances, smoke detectors, masks, anti-bacterial wipes, disinfectants, and hand sanitizer. On Saturday October 2nd, Lowes is hosting a fire safety event and the requested that members of FBFD be in attendance. The department is honored to fulfill this request and Lieutenants Forte and Evans will be participating, as well as members from the Palm Coast Fire Department. There will be fire engines on display, equipment demonstrations, and a short extinguisher class

I look forward to talking to you soon.

Thanks,

Bobby

FBFD Operational Response Report

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

- Number of incidents responded to over the dates listed below.
- Incident types.
- Total number of incidents for 2021.

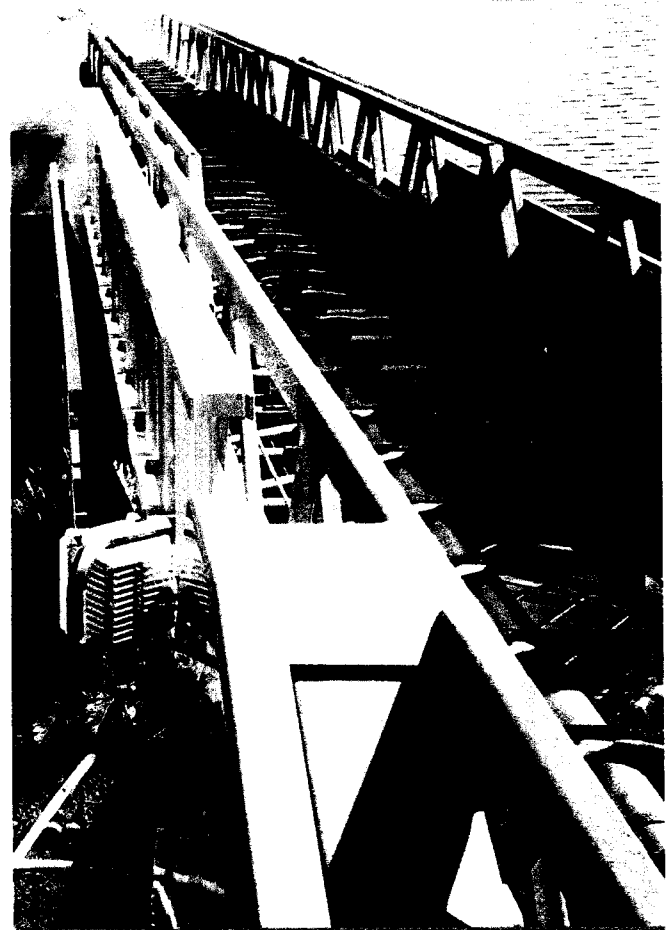
Report Conducted:

SEPTEMBER 23RD– SEPTEMBER 30TH

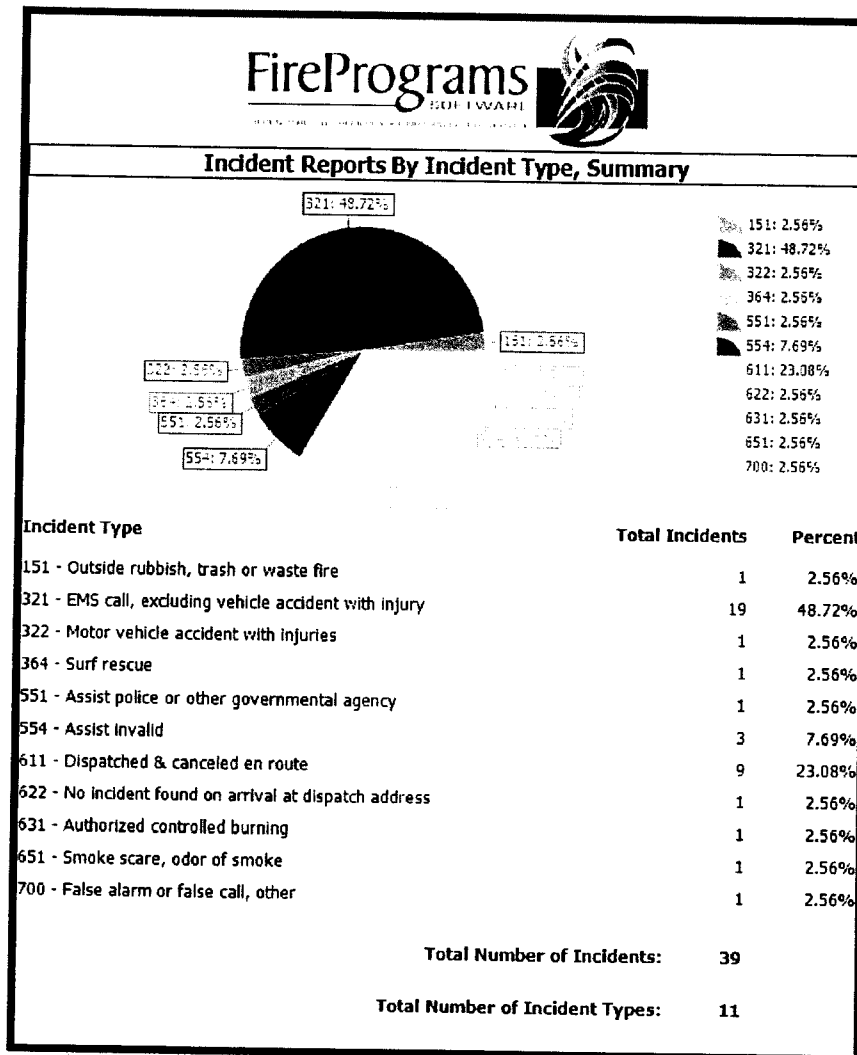
Flagler Beach Fire Department

Captain Stephen Cox

Scox@fbfire.org



Weekly Incident Response Data



Total Number of Incident for 2021

1156

Penny Overstreet

From: Robert Pace
Sent: Thursday, October 7, 2021 9:21 AM
To: William Whitson
Cc: Penny Overstreet
Subject: Weekly Highlights

Mr. Whitson,

The following are the weekly highlights;

- Fire Safety Event at Lowe's Home Improvement

I mentioned in last week's report that the department would have representation participating at a fire safety event at Lowe's in Palm Coast. Lieutenant Forte and D/E Wu came back with nothing but positive feedback. They really enjoyed visiting with members of the Palm Coast Fire Department and demonstrating equipment. Department members take it very seriously that fire education/prevention is as important as fire suppression. These type of events present a great opportunity to educate on household fire safety equipment. Lieutenant Forte and D/E Wu, as always, loved visiting with the children

- Spring cleaning in fall

As you are aware, fire crews are responsible for cleaning duties around the station daily. On Fridays, its bay day and everything in the bays is to be thoroughly cleaned, including the bay floors. Although, this done weekly, dirt/debris build-up does occur behind the lockers, gear, and hose racks. Fire crews conducted some spring-cleaning in fall. All the lockers and racks were pulled out and the walls were cleaned. Crews did an excellent job

- Fire Inspection Program

D/E B. Wu is excited to be able to assist with the Fire Inspection Program. With all his experience, he is proposing some new approaches that could be put in place. One concept is to have business owners submit data on annual inspection forms prior to arrival of inspectors/Fire Marshal. There is also a form stored electronically that stores complex information, occupancy, water supply, fire alarm, and NFPA codes to name a few. Additional software is currently being researched. The next meeting with D/E Wu and Fire Marshal Gocke will be scheduled in the coming week

- Ocean Rescue Meeting

Tom and I look forward to meeting with you and Liz today to discuss some modifications for Ocean Rescue. I know you have some new concepts you would like to discuss and we anxious to hear them. Tom and I have also been looking at some revisions that could be made. A few of the items we have discussed were the number of part-time employees vs seasonal, starting early spring for processing, and communication with returning guards

- Driver/Engineer Class

I know I have mentioned it several times in weekly reports, but I am excited because it is finally here. The department has attempted to conduct this class for the better part of a year; due to the pandemic/scheduling, it has been very difficult. The firefighters will attend Driver/Engineer October 11 – 15 and Hydraulics October 25-29. Certifying these firefighters as D/Es brings much more flexibility for the department

- Firefighter of the Year

FF/EMT Kayla Mullen has been mentioned a lot recently in weekly reports. She is more than deserving of the recognition and yesterday's ceremony meant a lot to her. For me personally, I always enjoy announcing all the achievements the recipients have accomplished. The Kiwanis always do an excellent job in hosting this event and the department is very appreciative. I also had the opportunity to speak to Kayla's family and they could not have been prouder. A special thanks to Commissioners Mealy and Phillips for attending

I look forward to talking to you soon.

Thanks,

Bobby

FBFD Operational Response Report

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

- Number of incidents responded to over the dates listed below.
- Incident types.
- Total number of incidents for 2021.

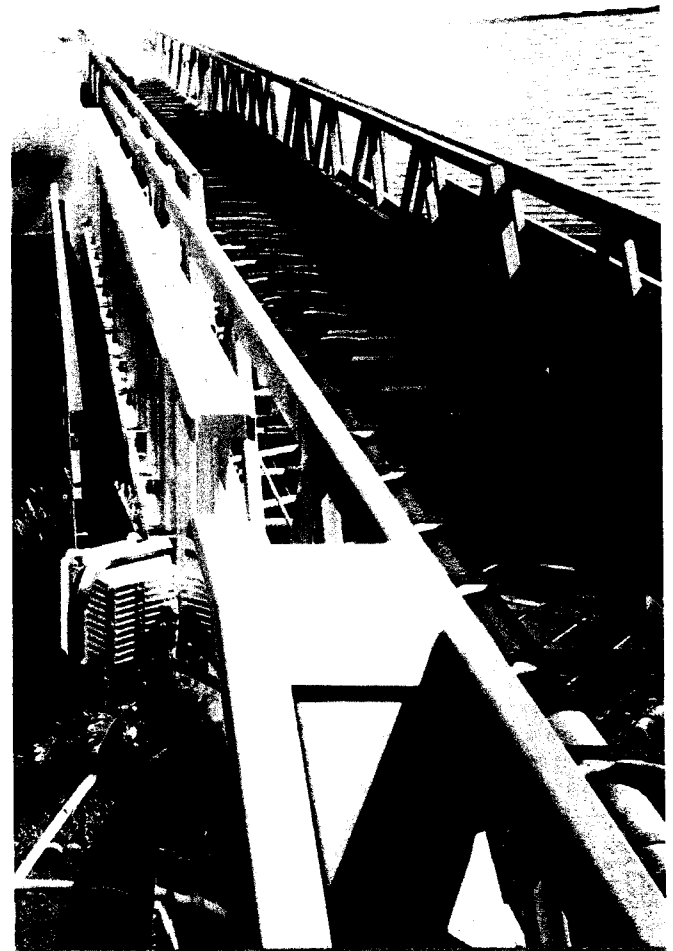
Report Conducted:

SEPTEMBER 29TH– OCTOBER 7TH

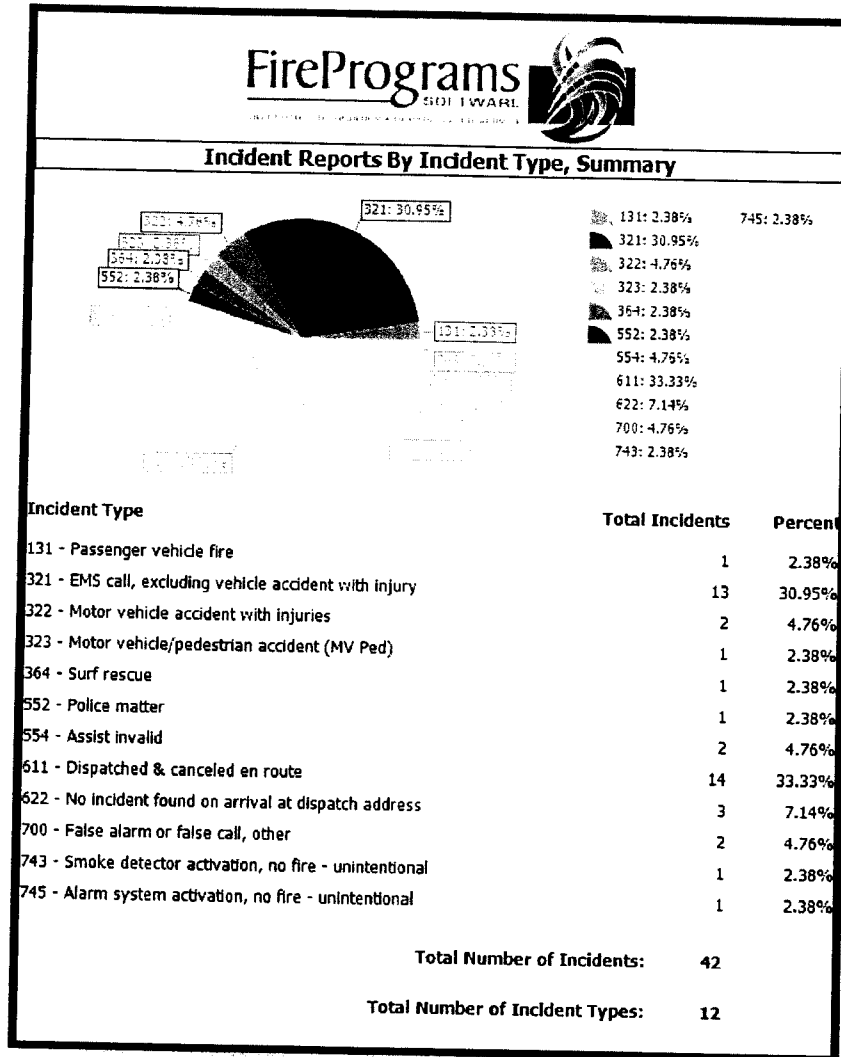
Flagler Beach Fire Department

Captain Stephen Cox

Scox@Fbfire.org



Weekly Incident Response Data



Total Number of Incident for 2021

1189

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	9/10/2021		To: Thursday		9/16/2021		
Calls For Service	77	Felony Arrest	1	Reports Written	19	Citations Issued	17
Self-Initiated	50	Misd. Arrest	2	Comm. Policing	12	Warnings (Written/Verbal)	27
Traffic Stops	18	City Ordinance	2	Security Checks	326		

Chief's Weekly Summary

Friday: 9/10/21 @ 12:18 p.m. / 19th Street South @ South Oceanshore Boulevard: Officers responded in reference to a four (4) year old child left at home without adult supervision. The investigation revealed that the child was at the beach with his father who brought him home. The father thought the mother was home, but she had gone to the store. The child was unharmed and the Department of Children & Families (DCF) was notified. DCF Staff advised that their agency will follow up. A Police report was completed.

Saturday: 9/11/21 @ 1:57 a.m. / Disturbance Domestic - Arrest / 3600 Oceanshore Boulevard (Ocean View Manner): Officers responded in reference a 911 hang up. Prior to Police arrival the male victim called back and advised his wife broke in at this location and Battered him. Upon Police arrival the female had departed the scene, and contact was made with the victim. The victim captured the incident on video with his cell phone and a complaint affidavit was completed. **UPDATE:** The female suspect in this case was arrested without incident at approximately 2:20 p.m. The suspect was transported to the Flagler County Inmate facility. **Great follow up!**

Saturday: Chief Doughney attended the 9/11 Remembrance Ceremony which was held at the Pier from 8:30 a.m. to 10:00 a.m. After the Pier event, traffic on SRA1A from the Pier to North 8th Street was restricted to allow for a procession to walk from the Pier to Santa Maria Del Mar Church.

Saturday: 9/11/21 @ 8:09 p.m. / Baker Act / 1200 Block of South Daytona Avenue: Officers responded in reference to a possible overdose. Upon Police arrival the reporting party advised that the victim had taken too much of her medications and she was barely able to function. Flagler County Rescue arrived and transported the victim to Advent Health for treatment. Baker Act forms were completed and taken to Advent for possible placement. A Police report was completed.

Sunday: 9/12/21 @ 3:12 p.m. / Disturbance Domestic - Arrest / 600 Block North Central Avenue: Officers responded in reference to a physical disturbance between a male and female that occurred in a motor vehicle. The investigation revealed that the female was the primary aggressor and she was taken into custody without incident. The female was transported to the Flagler County Inmate Facility. A Police report was completed and the suspect was charged with Battery (Domestic).

Monday: 9/13/21 @ 4:32 p.m. / Baker Act / 1000 Block of South Oceanshore Boulevard: Officers were dispatched to the area in reference to a female in the water who was possibly in distress. The female was located and she was attempting to drown herself. The subject was taken into protective custody without incident. The subject was transported to Halifax Hospital in Daytona Beach for evaluation. A Police report was completed.

Monday: Dayshift Officers conducted proactive traffic enforcement at the following locations;

2000 Block South Oceanshore Boulevard, from 7:45 a.m. to 8:30 a.m.; three (3) traffic stops, two (2) written warnings and one (1) citation.
400 Block John Anderson Highway, from 8:40 a.m. to 9:10 a.m.; one (1) traffic stop & one (1) verbal warning.
1700 Block South Daytona Avenue, from 9:30 a.m. to 10:00 a.m.; no violations observed.
2200 Block Moody Boulevard, from 3:10 p.m. to 3:50 p.m.; one (1) traffic stop and one (1) written warning.

Monday: 9/13/21 @ 9:50 p.m. / Baker Act / 100 Block of Lehigh Avenue: Officers were dispatched in reference to a verbal disturbance between adult sisters. The investigation revealed that one (1) of the sisters hasn't been taking her medications and had been talking about harming herself. The investigation resulted in the aforementioned sister being taken into protective custody under the Baker Act without incident. The female was transported to Halifax Medical Center in Daytona Beach for evaluation. A Police report was completed.

Tuesday: Chief Doughney attended the first 4th of July Ad-Hoc committee meeting, which was held at City hall from 9:00 a.m. to 10:00 a.m. Chief Doughney participated, via Zoom, in a Board of Directors meeting for Healthy Start from 12:00 p.m. to 1:15 p.m.

Tuesday: 9/14/21 @ 8:46 a.m. / Baker Act / South 28th Street & Annette Street: A homeless female was standing in the middle of the roadway throwing items out of her shopping cart and into the roadway. When contacted by our Officers the female was actively hallucinating, talking to herself, and unable to care for herself. The subject was taken into protective custody under the Baker Act without incident. A Police report was completed. The subject was transported voluntarily to Stewart-Marchman's facility in Bunnell for evaluation.

Tuesday: Dayshift Officers conducted proactive traffic enforcement at the following locations;

1700 block South Daytona Avenue, from 12:45 p.m. to 1:15 p.m.; no violations observed.
1100 block South Central Avenue, from 1:00 p.m. to 1:30 p.m.; no violations observed.

Tuesday: Nightshift Officers conducted proactive traffic enforcement at the following locations;

1800 block North Central Avenue, from 6:32 p.m. to 7:04 p.m.; no violations observed.
1100 block South Central Avenue, from 7:09 p.m. to 7:24 p.m.; no violations observed.

Wednesday: Chief Doughney attended the Department Head Staff meeting with Mr. Whitson at City Hall from 9:00 a.m. to 10:30 a.m. Chief Doughney additionally attended a "Safe Streets" meeting at City Hall along with Chief Pace, Mr. Whitson and a group of concerned citizens. The meeting started at 2:00 p.m. and concluded at 3:20 p.m.

Wednesday: Dayshift Officers conducted proactive traffic enforcement at the following locations;

1100 block South Central Avenue, from 11:29 a.m. to 12:04 p.m.; one (1) traffic stop conducted and a warning was given.
1700 block South Daytona Avenue, from 2:27 p.m. to 2:53 p.m.; no violations observed.

Wednesday: 9/15/21 @ 10:43 p.m. / Drunk Driver - Arrest / 200 Block of South Central Avenue: While on patrol, an Officer heard what sounded like a motor vehicle crash. The Officer located a vehicle and the Driver advised that he had been struck by another vehicle that was headed south on South Central Avenue. The Officer was able to stop the vehicle that fled the scene. The ensuing investigation resulted in the arrest of the fleeing Driver on the following charges; Driving Under the Influence, Driving Under the Influence with Property Damage and Leaving the Scene of a Crash with Property Damage. The subject was transported to the Flagler County Inmate Facility without incident. A Police report and a State Crash report were completed. **Good Job!**

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

1700 block of South Daytona Avenue, from 10:07 p.m. to 10:27 p.m.; no violations observed.
1100 block of South Daytona Avenue, from 10:05 p.m. to 10:24 p.m.; no violations observed.
1800 block of North Central Avenue, from 10:28 p.m. to 10:45 p.m.; no violations observed.

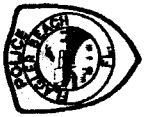
Thursday: Dayshift Officers conducted proactive traffic enforcement at the following locations;

1300 block of South Central Avenue, from 9:06 a.m. to 9:36 a.m.; no violations observed.

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

1700 block of South Daytona Avenue, from 7:45 p.m. to 7:56 p.m.; no violations observed.
1800 block of North Central Avenue, from 6:54 p.m. to 7:29 p.m.; no violations observed.

Firearms Qualifications: All sworn members of the Police Department qualified with their new firearms this week. Captain Blanchette and Sergeant Bingham were the Department's Range Masters and the qualifications were conducted on Tuesday and Wednesday. The FDLE mandatory qualifications were conducted at the Flagler County Gun & Archery Club.



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		9/17/2021		To: Thursday		9/23/2021	
Calls For Service	66	Felony Arrest	1	Reports Written	11	Citations Issued	16
Self-Initiated	57	Misd. Arrest	0	Comm. Policing	15	Warnings (Written/Verbal)	35
Traffic Stops	31	City Ordinance	3	Security Checks	333		

Chief's Weekly Summary

Friday: Dayshift Officers conducted proactive traffic enforcement at the following locations; 400 block of John Anderson Highway, from 10:20 a.m. to 11:00 a.m. Two (2) traffic stops and two (2) written warnings given. 1700 block of South Central Avenue, from 12:40 p.m. to 1:10 p.m. No violations.

Friday: Nightshift Officers conducted proactive traffic enforcement at the following locations; 1100 block of South Central Avenue, from 6:29 p.m. to 7:10 p.m. No violations observed. 1700 block of South Daytona Avenue, from 6:20 p.m. to 7:06 p.m. No violations observed. 1700 block of North Central Avenue, from 6:19 p.m. to 7:00 p.m. No violations observed.

Saturday: 9/18/21 @ 9:12 a.m. / Baker Act / 1800 Block South Oceanshore Boulevard: A traffic stop conducted on a black Mercedes sport utility vehicle for unlawful speed. While the Officer was speaking with the Driver, she stated that she was attempting to locate her boyfriend who was making suicidal statements to her on the phone. The subject was eventually located on A1A just north of High Bridge Road. The male was taken into protective custody under the Baker Act without incident. The subject was transported to Halifax Hospital in Daytona Beach for evaluation. The subject's vehicle was towed by the Volusia County Sheriff's Office. A Police report was completed.

Saturday: 9/18/21 @ 11:14 a.m. / Death / 1200 Block of South Daytona Avenue: A thirty-five (35) year old male was found deceased in his closet from a possible drug overdose. Detective Vinci, along with Investigators from the Flagler County Sheriff's Office and the Medical Examiner's Office responded. A Police report was completed. Detective Vinci and Officer Scherr attended the autopsy in St. Augustine on Monday, September 20, 2021. There were no signs of trauma to the victim and the Medical Examiner sent off samples for toxicology. This was Officer Scherr's first autopsy.

Saturday: Nightshift Officers conducted proactive traffic enforcement at the following locations;
1100 block of South Central Avenue, from 6:16 p.m. to 7:07 p.m. No violations observed
1700 block of South Daytona Avenue, from 7:20 p.m. to 7:41 p.m. No violations observed
1700 block of North Central Avenue, from 7:21 p.m. to 7:43 p.m. No Violations observed

Sunday: Dayshift Officers conducted proactive traffic enforcement at the following locations;
1700 block of South Central Avenue, from 12:15 p.m. to 12:35 a.m. No violations.
1700 block of South Central Avenue, from 12:40 p.m. to 1:00 p.m. No violations.

Sunday: 9/19/21 @ 6:12 p.m. / Overdose / 100 block North Central: Officers were dispatched in reference to a suspicious male in the area. The subject was located in a semiconscious state. Rescue 11 responded and evaluated the subject. The subject was transported to Advent Health in Palm Coast. A Police report was completed.

Sunday: 9/19/21 @ 6:17 p.m. / Physical Disturbance / 200 block of 4th Street North: Officers were dispatched in reference to a physical disturbance between a male and a female. The two (2) parties involved in the disturbance were uncooperative and refused to provide statements; both declined prosecution. It was determined that the parties have no dating relationship and they were at a mutual friend's house. The female half departed the area upon completion of the investigation. A Police report was completed.

Sunday: 9/19/21 @ 9:37 p.m. / Warrant Arrest / 101 North Oceanshore Boulevard (Finn's): A male subject known by Officers to have an active arrest warrant was observed sitting on the outside patio of the establishment. The arrest warrant was confirmed and the subject was taken into custody without incident. Once in custody the subject was found to be in possession of narcotics and drug paraphernalia. The subject was transported to the Flagler County Inmate Facility, and he was charged with the following; Failure to Appear re; Retail Theft (Warrant), Possession of Methamphetamine, and Possession of Drug Paraphernalia. **Great Job!**

Sunday: Nightshift Officers conducted proactive traffic enforcement at the following locations;
1700 block South Daytona, from 8:59 p.m. to 9:11 p.m. No violations observed.
1100 block South Central, from 8:42 p.m. to 8:54 p.m. No violations observed.

Monday: Chief Doughney attended a meeting with Tracy Callahan from Flagler Strong in reference to their organization purchasing equipment, variable message board, light banks, an emergency trailer (containing cones and barricades) that can be utilized for special events and City emergencies. Captain Blanchette participated in a two (2) hour License Plater Reader webinar from 1:00 p.m. to 3:00 p.m.

Monday: Nightshift Officers conducted proactive traffic enforcement at the following locations;
1700 block of South Daytona Avenue, from 7:40 p.m. to 8:03 p.m. No violations.
1100 block of South Daytona Avenue, from 7:32 p.m. to 7:52 p.m. No violations.

1800 block of North Central Avenue, from 6:51 p.m. to 7:17 p.m. No violations.

Tuesday: 9/21/21 @ 11:17 a.m. / BOLO (Stolen Property - Recovered) / SR100 eastbound from I-95: Dispatch aired a BOLO in reference to a stolen tag attached to a white GMC Yukon. A traffic stop was conducted on the vehicle in our City and it was determined that an unknown suspect(s) replaced his license plate with the stolen plate. The stolen license plate was seized and submitted into evidence. A Police report was completed.

Tuesday: Captain Blanchette attended a Family Life Center Board of Directors meeting from 12:00 p.m. to 1:00 p.m.

Tuesday: Nightshift Officers conducted proactive traffic enforcement at the following locations;

1700 block of South Daytona Avenue, from 6:55 p.m. to 7:20 p.m. No violations.

1100 block of South Daytona Avenue, from 7:03 p.m. to 7:30 p.m. No violations.

1800 block of North Central Avenue, from 6:17 p.m. to 6:45 p.m. No violations.

Wednesday: Chief Doughney attended a Focus on Flagler Youth Coalition meeting via Zoom from 11:00 a.m. to 12:00 p.m. Chief Doughney also attended a Board of Directors meeting for the Flagler Sheriff's Police Athletic League (PAL) from 6:00 p.m. to 7:30 p.m. The meeting was held at the new PAL Office in Palm Coast.

Wednesday: Dayshift Officers conducted proactive traffic enforcement at the following locations;

400 block of John Anderson Highway, from 9:15 a.m. to 10:00 a.m. Two (2) traffic stops; one (1) verbal warning & one (1) written warning.

1700 block of South Daytona Avenue, from 10:10 a.m. to 10:40 a.m. No violations.

1100 block of South Central Avenue, from 11:00 a.m. to 11:30 a.m. No violations.

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

1800 block of North Central Avenue, from 6:09 p.m. to 6:59 p.m. No violations.

1700 block of South Daytona Avenue, from 6:43 p.m. to 7:17 p.m. No violations.

1100 block of South Central Avenue, from 6:45 p.m. to 7:22 p.m. No violations.

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

1700 block of South Daytona Avenue, from 9:20 a.m. to 10:00 a.m. No violations.

2300 block of South Central Avenue, from 10:00 a.m. to 10:30 a.m. No violations observed.

400 block of John Anderson Highway, from 10:45 a.m. to 11:15 a.m. Two (2) traffic stops and two (2) verbal warnings.

1300 South Central Avenue, from 12:50 p.m. to 1:30 p.m. No violations observed.

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

1700 block of South Daytona Avenue, from 6:05 p.m. to 6:55 p.m. No violations observed.

1700 block of North Central Avenue, from 6:06 p.m. to 6:52 p.m. No violations.
1100 block of South Central Avenue, from 6:52 p.m. to 7:02 p.m. No violations.
2400 block of South Central Avenue, from 7:27 p.m. to 7:48 p.m. No violations.

Thursday: Chief Doughney attended City Commission meetings at City Hall from 4:45 p.m. to 7:00 p.m.

Sea Dune Parking: During the week, Officers monitored sea dune parking and two (2) City parking citations were 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	9/24/2021		To: Thursday		9/30/2021		
Calls For Service	81	Felony Arrest	1	Reports Written	15	Citations Issued	25
Self-Initiated	60	Misd. Arrest	2	Comm. Policing	11	Warnings (Written/Verbal)	28
Traffic Stops	25	City Ordinance	5	Security Checks	362		

Chief's Weekly Summary

Friday: Chief Doughney attended the monthly Volusia-Flagler Police Chief's meeting that was held at the Daytona Beach International Airport. Chief Doughney additionally attended a promotional ceremony at the Daytona Beach Police Department. Captain Blanchette transported our trade in firearms to the vendor in Titusville, Florida.

Friday: Dayshift Officers conducted proactive traffic enforcement at the following locations;
 2500 block of South Central Avenue, from 8:18 a.m. to 8:41 a.m. No violations.
 1700 block of South Daytona Avenue, 8:28 a.m. to 8:56 a.m. No violations.
 1300 block of South Central Avenue, from 3:01 p.m. to 3:33 p.m. No violations.

Friday: Nightshift Officers conducted proactive traffic enforcement at the following locations;
 1700 block of South Daytona Avenue, from 6:59 p.m. to 7:27 p.m. No violations.
 2400 block of South Central Avenue, from 7:17 p.m. to 7:45 p.m. No violations.
 1100 block of South Daytona Avenue, from 7:00 p.m. to 7:30 p.m. No violations.
 1800 block of North Central Avenue, from 6:24 p.m. to 6:49 p.m. No violations.

Friday: 9/25/21 @ 2:48 a.m. / Suspicious Incident / 215 South Oceanshore Boulevard: While Officers were on foot patrol they observed a male subject passed out in his vehicle. Officers made contact with the male who refused lawful orders from the Officers. The male was taken into custody and he was transported to the Flagler County Inmate Facility without incident. A Police report was completed.

Saturday: 9/25/21 @ 8:46 a.m. / Trespassing / 215 South Oceanshore Boulevard (Pier): Officers responded in reference to a male subject that jumped or fell off the end of the Pier. Officers arrived on scene and four (4) Lifeguards were in the water rescuing the male. The male advised that he was looking over the rail and accidentally fell. Several witnesses advised they thought male had jumped off the Pier. The male was uninjured and he was subsequently issued a Notice of trespass due to his being involved in several previous incidents on the Pier. A Police report was completed.

Saturday: Chief Doughney attended the "Remembering Vets Fall Festival" at Town Center in Palm Coast from 11:00 a.m. to 1:00 p.m. Officer Evan Scherr and Firefighter Kayla Mullen from our Fire Department were recognized at the event for their outstanding dedication and commitment to our community.

Saturday: Dayshift Officers conducted proactive traffic enforcement at the following locations;
1800 block of North Central Avenue, from 9:39 a.m. to 10:20 a.m. No violations.
1700 block of South Daytona Avenue, from 8:24 a.m. to 8:47 a.m. No violations.
2500 block of South Central Avenue, from 7:42 a.m. to 8:24 a.m. No violations.

Saturday: Nightshift Officers conducted proactive traffic enforcement at the following locations;
1700 block of South Daytona Avenue, from 7:07 p.m. to 7:27 p.m. No violations.
2400 block of South Central Avenue, from 6:40 p.m. to 7:11 p.m. No violations.
1100 block of South Daytona Avenue, from 7:18 p.m. to 7:47 p.m. No violations.
1800 block of North Central Avenue, from 6:40 p.m. to 7:05 p.m. No violations.

Sunday: 9/26/21 @ 1:58 p.m. / Burglary Residential / 1400 Block of North Central Avenue: Officers responded in reference to a delayed Burglary that occurred sometime between 9/22/21 and 9/26/21. The victim advised that she was out of town and had four (4) packages delivered from more than one (1) delivery service. The last package was delivered on today's date and a picture of the delivery was e-mailed to the victim. In the picture the other three (3) packages were opened. The victim was not sure when the other packages were gone through but items were missing from them. A Police report was completed and Detective Vinci is following up. A request for video footage from residents on North Central Avenue was posted on our Facebook page and on our Neighbors pages on 9.30.21.

Sunday: Dayshift Officers conducted proactive traffic enforcement at the following locations;
400 block of John Anderson Highway, from 3:42 p.m. to 4:00 p.m. No violations.
1800 block of North Central Avenue, from 3:41 p.m. to 4:37 p.m. No violations.
1700 block of South Daytona Avenue, from 11:17 a.m. to 11:47 a.m. No violations.
1200 block of South Central Avenue, from 10:17 a.m. to 10:48 a.m. No violations.
2500 block of South Central Avenue, from 8:47 a.m. to 9:19 a.m. No violations.

Sunday: 9/26/21 @ 6:34 p.m. / Trespassing - Arrest / 1328 South Oceanshore Boulevard: Officers responded in reference to a suspicious vehicle parked in the rear yard behind bushes. Officers made contact with the vehicle owner at the closed motel next door. The subject advised that he was renting the property, but did not have any rental agreement paperwork. The ensuing investigation resulted in the property owner being contacted and advising that no one should be at the property. The male subject was taken into custody and transported to the Flagler County Inmate Facility without incident. The subject was charged with the following; Loitering and Prowling, Trespassing, and Possession of a Legend Drug without a Prescription. A Police report was completed.

Sunday: Nightshift Officers conducted proactive traffic enforcement at the following locations;
1700 block of South Daytona Avenue, was not completed due to calls for service.
2400 block of South Central Avenue, from 9:02 p.m. to 9:11 p.m., no violations.
1100 block of South Daytona Avenue, from 8:53 p.m. to 9:10 p.m. No violations.
1800 block of North Central Avenue, from 8:00 p.m. to 8:18 p.m. No violations.

Monday: Dayshift Officers conducted proactive traffic enforcement at the following locations;
400 block of John Anderson Highway, from 8:45 a.m. to 9:15 a.m. No violations.
1800 block of South Central Avenue, from 10:30 a.m. to 11:15 a.m. No violations.
1300 block of South Central Avenue, from 1:00 p.m. to 1:30 p.m. No violations.
2500 block of South Central Avenue, from 2:00 p.m. to 2:30 p.m. No violations observed.

Monday: Chief Doughney assisted Patrol with parking enforcement, issuing one (1) written warning and one (1) City parking citation; both violations were for vehicles parked the wrong direction.

Monday: Nightshift Officers conducted proactive traffic enforcement at the following locations;
1700 block of North Central Avenue, from 6:44 p.m. to 7:04 p.m. No violations observed.
1700 block of South Daytona Avenue, from 6:48 p.m. to 7:12 p.m. No violations observed.
1100 block of South Central Avenue, from 6:48 p.m. to 7:23 p.m. No violations observed.
2500 block of South Central Avenue, from 7:36 p.m. to 7:56 p.m. No violations observed.

Tuesday: Dayshift Officers conducted proactive traffic enforcement at the following locations;
2500 block of South Central Avenue, from 9:50 a.m. to 10:20 a.m. No violations.
400 block of John Anderson Highway, from 10:30 a.m. to 11:00 a.m. Two (2) traffic stops, one (1) verbal warning and one (1) written warning.
1700 block of South Daytona Ave, from 2:00 p.m. to 2:40 p.m. No violations.
1300 block of South Central Avenue, from 3:00 p.m. to 3:40 p.m. No violations.

Tuesday: Chief Doughney attended the Department Head Staff meeting with Mr. Whitson at City Hall from 9:00 a.m. to 10:00 a.m. Chief Doughney also a meeting with Kevin Marquez from FDOT with regards to significant upgrades on pedestrian crosswalk equipment at the Pier and SRA1A, as well as on SR100. Mr. Marquez is an Engineer and will be designing new pedestrian crosswalks with new technology to aid in the safe movement of pedestrian traffic across State Roads in our City. Stay tuned for updates!

Tuesday: 9/28/21 @ 11:03 a.m. / Disturbance with Weapons - Arrest / 2700 Block of South Oceanshore Boulevard: Officers were dispatched in reference to an argument between two (2) male subjects over their adjoining property line. During the argument one (1) of the males threatened the other with a 12" pruning saw/knife and also "chest bumped" him. The male suspect was taken into custody without incident and he was transported to the Flagler County Inmate Facility. A Police report was completed. The suspect was charged with the following offenses: Aggravated Assault with a Deadly Weapon and Battery.

Tuesday: Nightshift Officers conducted proactive traffic enforcement at the following locations;
1700 block of North Central Avenue, from 6:34 p.m. to 7:00 p.m. No violations.
1700 block of South Daytona Avenue, from 6:34 p.m. to 7:04 p.m. No violations.
1100 block of South Central Avenue, from 7:06 p.m. to 7:37 p.m. No violations.
2400 block of South Central Avenue, from 8:45 p.m. to 9:07 p.m. No violations.

Wednesday: Dayshift Officers conducted proactive traffic enforcement at the following locations;
2500 block of South Central Avenue, from 8:32 a.m. to 9:02 a.m. No violations.
1700 block of South Daytona Avenue, from 8:47 a.m. to 9:05 a.m. No violations.

Wednesday: Chief Doughney attended the quarterly meeting of the Flagler Beach Business Bureau (FB3) at Wickline's Senior Center from 8:00 a.m. to 8:50 a.m. Chief Doughney also attended the 4th of July Ad-Hoc Committee meeting at City Hall from 9:00 a.m. to 11:00 a.m.

Wednesday: 9/29/21 @ 8:08 p.m. / Disturbance Verbal / 600 Block of Moody Lane: Officers responded in reference to a report of two (2) females fighting. Contact was made with both subjects and the ensuing investigation resulted in no charges being filed, as the disturbance was verbal in nature. The involved parties went their separate ways, and a Police report was completed.

Wednesday: Nightshift Officers conducted proactive traffic enforcement at the following locations;
1700 block of South Daytona Avenue, from 7:31 p.m. to 7:59 p.m. No violations.
2400 block of South Central Avenue, 7:33 p.m. to 7:50 p.m. No violations.
1100 block of South Daytona Avenue, 6:56 p.m. to 7:17 p.m. No violations.
1800 block of North Central Avenue, 6:21 p.m. to 42 p.m. No violations.

Thursday: Chief Doughney and Chief Pace participated in a conference call with Mr. Bob Snyder from our local Department of Health-Flagler for a COVID-19 update.

Thursday: Dayshift Officers conducted proactive traffic enforcement at the following locations;
2500 block of South Central Avenue, from 8:02 a.m. to 8:36 a.m. No violations.
1700 block of South Daytona Avenue, from 8:40 a.m. to 9:24 a.m. No violations.
1300 block of South Central Avenue. From 9:26 a.m. to 9:59 a.m. No violations.

Thursday: 9/30/21 @ 11:42 p.m. / Assist Other Agency / 3600 Block of South Oceanshore Boulevard: Officers responded to an outside agency request for assistance in reference to a fleeing motor vehicle from Volusia County. Flagler County Deputies also responded and they utilized stop sticks to disable the vehicle. Once the vehicle was disabled, our Officers assisted with a felony traffic stop. The Driver was taken into custody without incident. A Police report was completed. **Good teamwork!**

Thursday: Nightshift Officers conducted proactive traffic enforcement at the following locations;
1700 block of South Daytona Avenue, from 7:29 p.m. to 7:45 p.m. No violations.
2400 block of South Central Avenue, from 7:00 p.m. to 7:20 p.m. No violations.
1100 block of South Daytona Avenue, from 6:55 p.m. to 7:15 p.m. No violations.
1800 block of North Central Avenue, from 6:07 p.m. to 6:30 p.m. No violations.



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	10/1/2021		To: Thursday		10/7/2021		
Calls For Service	99	Felony Arrest	1	Reports Written	33	Citations Issued	16
Self-Initiated	65	Misd. Arrest	4	Comm. Policing	16	Warnings (Written/Verbal)	53
Traffic Stops	48	City Ordinance	4	Security Checks	330		

Chief's Weekly Summary

Friday: Chief Doughney attended a brainstorming session at City Hall with Mr. Whitson with regards to ideas/options for the next 4th of July Ad-Hoc Committee meeting. Also present at the meeting were Jeanelle Jarrah, Tom Gillin and Fire Chief Pace.

Friday: Dayshift Officers conducted proactive traffic enforcement at the following locations;
 400 block of John Anderson Highway, from 10:00 a.m. to 10:40 a.m. No violations observed.
 2200b block of Moody Boulevard, from 2:00 p.m. to 2:30 p.m. No violations observed.
 1300 block of South Central Avenue, from 3:15 p.m. to 3:45 p.m. No violations observed.

Friday: Nightshift Officers conducted proactive traffic enforcement at the following locations;
 2500 block of South Central Avenue, from 7:08 p.m. to 7:29 p.m. No violations observed.

Saturday: Dayshift Officers conducted proactive traffic enforcement at the following locations;
 400 block of John Anderson Highway, from 9:20 a.m. to 10:00 a.m. No violations observed.

Saturday: 10/2/21 @ 8:08 p.m. / Crash with Injuries / 300 Block of Moody Boulevard: A motor vehicle that was traveling eastbound struck a pedestrian that was crossing northbound from the south shoulder. The pedestrian received serious injuries and was treated as a trauma alert. The pedestrian was transported to Halifax Medical Center in Daytona Beach. Florida Highway Patrol was contacted and a Trooper responded to conduct the investigation. Our Officers assisted with scene security and locating witnesses for the investigation. **Update:** The investigating Trooper was contacted on 10/6/21 to inquire about to the victim's injuries. The victim's injuries are not life threatening, and it was relayed that she is expected to make a full recovery.

Sunday: 10/3/21 @ 6:12 a.m. / Trespassing - Arrest / 300 Block of 2nd Street South: An intoxicated male subject attempted to enter a private residence, not his own, and then refused to leave his porch after the resident ordered him to do so multiple times. Upon Law Enforcement arrival, the male subject was still located on the porch. The subject was subsequently arrested without incident and he was transported to the Flagler County Inmate Facility. A Police report was completed.

Sunday: 10/3/21 @ 4:45 p.m. / Driving under the Influence - Arrest / 200 Block of North Flagler Avenue: Officers observed a vehicle run a stop sign in front of the Police Department at a high rate of speed. Upon stopping the vehicle, the Driver exhibited numerous indicators of impairment. An investigation for Driving Under the Influence was conducted and the Driver was subsequently arrested without incident. The Driver was transported to the Flagler County Inmate Facility. A Police report was completed.

Sunday: Dayshift Officers conducted proactive traffic enforcement at the following locations;
400 block of John Anderson Highway, from 11:00 a.m. to 11:15 a.m. No violations.

Sunday: Foot patrol was conducted on the Pier and Boardwalk by Dayshift Officers from 1:30 p.m. to 2:30 p.m.

Sunday: 10/3/21 @ 6:44 p.m. / Warrant - Arrest / 815 Moody Lane (Betty Steflik Park): Officers received information from Dispatch that a fugitive with multiple arrest warrants was at the Park. The anonymous reporting party provided the fugitives name and advised that she was sitting in the passenger seat of a tan Kia. Upon Officers arrival a vehicle matching the aforementioned description was located, with two (2) occupants. The occupants were positively identified and the passenger was confirmed to have three (3) active Flagler County arrest warrants. The fugitive was taken into custody without incident, and she was transported to the Flagler County Inmate Facility. The arrest warrants were for; Violation of Probation (x2) re; Grand Theft and Violation of Probation re; Unemployment Fraud. A Police report was completed. **Good Job!**

Sunday: Nightshift Officers conducted proactive traffic enforcement at the following locations;
2500 block of South Central Avenue, from 7:53 p.m. to 8:06 p.m. No violations.

Monday: 10/4/21 @ 3:07 p.m. / Larceny / 2805 South Oceanshore Boulevard (Snack Jack's): A Manager of the restaurant advised that she found numerous shortages in the business safe. The Manager confronted an employee, who admitted to the thefts. A Police report was completed. The management of Snack Jack's desires prosecution and Detective Vinci and Officer McCraney are following up.

Monday: 10/4/21 @ 4:25 p.m. / Motor Vehicle Fire / 600 Block of Moody Boulevard: A motor vehicle became fully engulfed, causing westbound traffic to be shut down. Our Fire Department responded and extinguished the fire. All occupants exited the vehicle safely and westbound traffic across the moody Bridge was affected for approximately twenty (20) minutes.

Monday: Dayshift Officers conducted proactive traffic enforcement at the following locations;
2500 block of South Central Avenue, from 7:14 a.m. to 7:44 a.m. No violations.

Monday: Nightshift Officers conducted proactive traffic enforcement at the following locations;
2400 Block South Central Avenue, from 6:48 p.m. to 7:10 p.m. No violations.

Tuesday: Dayshift Officers conducted proactive traffic enforcement at the following locations;
2500 block of South Central Avenue, from 7:06 a.m. to 7:36 a.m. No violations.

Tuesday: 10/5/21@ 4:21p.m. / Suspicious Incident / 1300 Block of North Central Avenue: A subject parked his backhoe on private property (vacant lot) without the owner's permission and also parked his trailer in the City right of way. The trailer was unattached and was parked the wrong direction. The trailer was cited and red tagged for removal. The owner is supposed to contact Rogers Towing for removal of the backhoe from his property. **Update:** The trailer and the backhoe were moved without any other Police action.

Tuesday: Nightshift Officers conducted proactive traffic enforcement at the following locations;
2400 block of South Central Avenue, from 6:50 p.m. to 7:15 p.m. No violations.

Wednesday: 10/6/21 @ 9:18 a.m. / Traffic Stop – Traffic Arrest / 200 Block North Flagler Avenue: A traffic stop conducted on a green Grand Marquis for not having a license plate/ tag attached. During the traffic stop the Driver was found to be operating the vehicle with a Suspended License. The Driver was taken into custody without incident and he was transported to the Flagler County Inmate Facility. A Police report was completed.

Wednesday: Dayshift Officers conducted proactive traffic enforcement at the following locations;
1700 block of South Daytona Avenue, from 12:40 p.m. to 1:10 p.m. No violations.
1800 block of South Oceanshore Boulevard, from 1:00 p.m. to 1:20 p.m. No violations observed.
1000 block of South Oceanshore Boulevard, from 2:30 p.m. to 3:00 p.m. No violations observed.

Wednesday: 10/7/21 @ 1:43 a.m. / Crash with Injuries - Arrest / 1300 Block of South Oceanshore Boulevard: Officers responded in reference to a single vehicle crash. A witness advised that a Kia SUV was traveling northbound in the southbound lanes, coming at him head on. The suspect vehicle then attempted to correct itself, crashing into the curbed median, becoming stuck/disabled. The Driver was transported to Advent-Health for minor injuries. Once the Driver was medically cleared he was taken into custody without incident for Driving Under the Influence. The Driver was transported to the Flagler County Inmate Facility. A Police report was completed.

Wednesday: Nightshift Officers conducted proactive traffic enforcement at the following locations;
400 block of John Anderson Highway, from 8:30 a.m. to 9:00 a.m. No violations.

Wednesday: Officers assisted the City of Palm Coast with traffic control at Moody Boulevard and John Anderson Highway for approximately four (4) hours while they replaced the traffic control box for said intersection.

Thursday: Dayshift Officers conducted proactive traffic enforcement at the following locations; 400 block of John Anderson Highway, from 8:30 a.m. to 9:00 a.m. No violations.

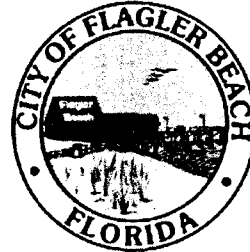
Thursday: 10/7/21 @ 10:08 p.m. / Crash with Injuries / Moody Boulevard and John Anderson: A motor vehicle traveling eastbound collided with the rear of a motorcycle that was stopped at the red light. The motorcycle operator was transported to Advent-Health in Palm Coast for minor injuries. The two (2) vehicles involved in the crash were towed from the scene by Roger's Towing.

Thursday: Nightshift Officers conducted proactive traffic enforcement at the following locations; 2500 block of South Central Avenue, from 7:22 p.m. to 7:245 p.m. No violations.

Training: Chief Doughney completed FEMA's G-290 Public Information Officers training, a two (2) day course that was held at the Flagler County Emergency Operations Center on Monday and Tuesday this week. On Tuesday, Captain Blanchette and Detective Vinci completed training in Saint Augustine with the State Attorney's Office with regards to cell phones and our ability to ping them during exigent circumstances. On Wednesday, Chief Doughney successfully completed FEMA's IS-00042.a - Social Media in Emergency Management, an on-line training class.

City of Flagler Beach

Water Treatment Plant



To: William Whitson, City Manager
From: Jim Ramer, Water Plant Superintendent
Subject: Monthly Report for September 2021

October 1, 2021

In September, we produced 21,750,000 gallons of drinking water. This amount was 1,407,000 gallons less than the amount we treated in August. Rainfall for September was 5.26 inches. We used 6,000 Gallons at the plant and used 0 Gallon for irrigation. We checked the chlorine residual in Seaside Landings. We used 25,000 gallons. The fire department used 15,000 gallons. Flushed the North End of town due to low chlorine residual. We used 622,500 gallons. We flushed Lakeshore Dr. due to low chlorine residual. We used 10,000 gallons.

We have routine duties that we performed 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 into 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 degasifier every two weeks.

DEP requires us to take five bacteriological samples from the distribution system monthly, according to our population. All samples passed on September 14th.

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

We changed the blades on our mower.

Ehab worked on the new concentrate meter on Train #1. We installed new concentrate meters on Train #2 and #4.

Ehab and Griff changed the batteries on Million Gallon Tank Booster Station and Plant Generators. They were over 3 years old and the Ring Power technician suggested we replace them.

We collected our monthly meter readings and Well statics. We collected our monthly bacteriological samples per DEP.

We chlorinated all the Well sites for weed control.

We sanded and stained the picnic table.

We adjusted raw water valve on train #4.

We Had Liberty put a driveway coating on the plant driveway.

We installed new and bigger fans on the control panel at Well 14. This will reduce the temperature in the VFD cabinet.

We connected our new monitors to the SCADA system and Water Plant Data computers.

We made a frame for our new security monitor. We can see everything a lot clearer with these new monitors.

We had stone delivered to the plant to install at Well 10. The T & D Department helped with transferring to Well 10.

We repaired the carburetor on the lawn mower (Ex-Mark). The needle stuck open and filled the crankcase completely with fuel. We drained and replaced the oil and oil filter.

