

REGULAR MEETING OF THE FLAGLER BEACH CITY COMMISSION THURSDAY, DECEMBER 10, 2020, AT 5:30 P.M. AND TO BE CONTINUED UNTIL ITEMS ARE COMPLETE. CITY COMMISSION CHAMBERS, 105 S. SECOND STREET, FLAGLER BEACH, FLORIDA 32136

AMENDED AGENDA

1. Call the meeting to order.
2. Pledge of Allegiance followed by a moment of silence to honor our Veterans, Members of the Armed Forces and First Responders.
3. Proclamations and Awards.
  - a. Certificate of Appreciation for Chris Nelson for his volunteer efforts.
  - b. Certificate of Appreciation for E.T. Sharp for his volunteer efforts.
4. Deletions and Changes to the Agenda.
5. Update regarding Dunes Restoration Project – Al Hadeed, Flagler County Attorney.
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 Minutes of the Regular Meeting of November 12, 2020, and the Workshop Meeting of November 18, 2020. – Penny Overstreet, City Clerk.
8. Approve the 2021 Commission Meeting and Holiday Schedule – Penny Overstreet, City Clerk.
9. Approve an Interlocal Agreement for Election Services for the 2021 Municipal Election – Penny Overstreet, City Clerk.
10. Consider and Approve Engagement Letter between the City of Flagler Beach and Mullins Coughlin LLC for legal services. – Liz Mathis, Human Resource Officer.
11. Adoption of Program for Public Information (PPI) – Fred Griffith, City Engineer.
  - 11 a. Approve an emergency expenditure to Environmental Control Services in the amount of \$30,761.90 (Phase 1) to replace and underground pipe to the South Water Tower - Fred Griffith, Engineer and Jim Ramer, Water Plant Supervisor.
  - 11 b. Approve an emergency expenditure to Suez (formerly Utility Services) in the amount of \$74,900 (Phase 2) to repair a leaking riser on the South Water Tower – Fred Griffith, Engineer and Jim Ramer, Water Plant Supervisor.

GENERAL BUSINESS

12. Approve FDEP Potable Water and Sewer Collection Permit Applications for the Gardens Development - Fred Griffith, City Engineer.
13. Receive a report/update on recycling collection - Rob Smith, Sanitation Supervisor.
14. Consider a piggy-back contract with Connect Consulting Inc., in the amount of \$132,000 for drilling of a new potable well – Fred Griffith, City Engineer.
15. Consider a citizen request to create a “Pal & Irma Parker Park Planning Committee” – Steve Scott, Resident.
16. Updated information regarding proposed overhead information banner at S. Flagler and S.R. 100, and consider authorization to Economic Development Task Force (EDTF) members to move forward with determining engineering cost – Scott Chappuis, EDTF Member.

#### COMMISSION COMMENTS

17. Commission comments, including reports from meetings attended.
  - a. Approve the semifinalist list for the City Manager search and authorize the Police Chief to begin the back-ground checks on the applicants – Ken Parker, Senior Advisor. Time Certain Item 7:10 p.m.

#### PUBLIC HEARINGS

18. Consider Final Site Plan# (SP - 20-11-10): A Final Site Plan Application has been submitted to construct a Mixed-use building in the Downtown Mixed Use District. Parcel ID# 12-12-31-4500-00060-0080; Address: 104 2nd St N.; Applicant/Owner Ron & Zea Shultz PO Box 37 Cashtown, Pa. 17310 - Staff: Larry Torino, City Planner.
19. Final Site Plan # SP -20-12-01: A final site plan application to expand a vehicular parking area at Beachfront Grill – 2420 S. Ocean Shore Blvd. Parcel ID # 19-12-32-0150-00010-0080; Staff assigned Larry Torino, City Planner.
20. Special Exception - (SPEX-20-12-01) – A Special Exception Use request to construct a hotel in the General Commercial Zoning District as provided for in Land Development Regulations, Section 2.04.02.8; Zoning Schedule One Land Use Controls. The Flagler County Property Appraiser identifies the subject property as Parcel ID #12-12-31-4500-00340-0000. The site is located at the southwest corner of the intersection of Moody Blvd. and S. Central Avenue, Flagler Beach 32136 - Staff: Larry Torino, City Planner.

#### STAFF REPORTS

21. Staff Reports.
22. Adjournment.



**RECORD REQUIRED TO APPEAL:** In accordance with Florida Statute 286.0105 if you should decide to appeal any decision the Commission makes about any matter at this meeting, you will need a record of the proceedings. You are responsible for providing this 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.

REGULAR MEETING OF THE FLAGLER BEACH CITY COMMISSION THURSDAY, DECEMBER 10, 2020, AT 5:30 P.M. AND TO BE CONTINUED UNTIL ITEMS ARE COMPLETE. CITY COMMISSION CHAMBERS, 105 S. SECOND STREET, FLAGLER BEACH, FLORIDA 32136

AMENDED AGENDA

1. Call the meeting to order.
2. Pledge of Allegiance followed by a moment of silence to honor our Veterans, Members of the Armed Forces and First Responders.
3. Proclamations and Awards.
  - a. Certificate of Appreciation for Chris Nelson for his volunteer efforts.
  - b. Certificate of Appreciation for E.T. Sharp for his volunteer efforts.
4. Deletions and Changes to the Agenda.
5. Update regarding Dunes Restoration Project – Al Hadeed, Flagler County Attorney.
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 Minutes of the Regular Meeting of November 12, 2020, and the Workshop Meeting of November 18, 2020. – Penny Overstreet, City Clerk.
8. Approve the 2021 Commission Meeting and Holiday Schedule – Penny Overstreet, City Clerk.
9. Approve an Interlocal Agreement for Election Services for the 2021 Municipal Election – Penny Overstreet, City Clerk.
10. Consider and Approve Engagement Letter between the City of Flagler Beach and Mullins Coughlin LLC for legal services. – Liz Mathis, Human Resource Officer.
11. Adoption of Program for Public Information (PPI) – Fred Griffith, City Engineer.
- 11 a. Approve an emergency expenditure to Environmental Control Services in the amount of \$3X,XXX (Phase 1) to replace and underground pipe to the South Water Tower - Fred Griffith, Engineer and Jim Ramer, Water Plant Supervisor.
- 11 b. Approve an emergency expenditure to Suez (formerly Utility Services) in the amount of \$74,900 (Phase 2) to repair a leaking riser on the South Water Tower – Fred Griffith, Engineer and Jim Ramer, Water Plant Supervisor.

GENERAL BUSINESS

12. Approve FDEP Potable Water and Sewer Collection Permit Applications for the Gardens Development - Fred Griffith, City Engineer.
13. Receive a report/update on recycling collection - Rob Smith, Sanitation Supervisor.
14. Consider a piggy-back contract with Connect Consulting Inc., in the amount of \$132,000 for drilling of a new potable well – Fred Griffith, City Engineer.
15. Consider a citizen request to create a “Pal & Irma Parker Park Planning Committee” – Steve Scott, Resident.
16. Updated information regarding proposed overhead information banner at S. Flagler and S.R. 100, and consider authorization to Economic Development Task Force (EDTF) members to move forward with determining engineering cost – Scott Chappuis, EDTF Member.

#### COMMISSION COMMENTS

17. Commission comments, including reports from meetings attended.

#### PUBLIC HEARINGS

18. Consider Final Site Plan# (SP - 20-11-10): A Final Site Plan Application has been submitted to construct a Mixed-use building in the Downtown Mixed Use District. Parcel ID# 12-12-31-4500-00060-0080; Address: 104 2nd St N.; Applicant/Owner Ron & Zea Shultz PO Box 37 Cashtown, Pa. 17310 - Staff: Larry Torino, City Planner.
19. Final Site Plan # SP -20-12-01: A final site plan application to expand a vehicular parking area at Beachfront Grill – 2420 S. Ocean Shore Blvd. Parcel ID # 19-12-32-0150-00010-0080; Staff assigned Larry Torino, City Planner.
20. Special Exception - (SPEX-20-12-01) – A Special Exception Use request to construct a hotel in the General Commercial Zoning District as provided for in Land Development Regulations, Section 2.04.02.8; Zoning Schedule One Land Use Controls. The Flagler County Property Appraiser identifies the subject property as Parcel ID #12-12-31-4500-00340-0000. The site is located at the southwest corner of the intersection of Moody Blvd. and S. Central Avenue, Flagler Beach 32136 - Staff: Larry Torino, City Planner.

#### STAFF REPORTS

21. Staff Reports.
22. Adjournment.

RECORD REQUIRED TO APPEAL: In accordance with Florida Statute 286.0105 if you should decide to appeal any decision the Commission makes about any matter at this meeting, you will need a record of the proceedings. You are responsible for providing this 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.

REGULAR MEETING OF THE FLAGLER BEACH CITY COMMISSION THURSDAY, NOVEMBER 12, 2020, 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 Linda Provencher, Chair Jane Mealy, Vice-Chair Eric Cooley, Commissioners Rick Belhumeur, Ken Bryan and Deborah Phillips, (via telephone), City Attorney D. Andrew Smith, III, Interim City Manager Rick McFadden and City Clerk Penny Overstreet.

1. CALL THE MEETING TO ORDER: Chair Mealy called the meeting to order at 5:30 p.m.
2. PLEDGE OF ALLEGIANCE FOLLOWED BY A MOMENT OF SILENCE TO HONOR OUR VETERANS, MEMBERS OF THE ARMED FORCES AND FIRST RESPONDERS: Mayor Provencher led the pledge to the flag.
3. PROCLAMATIONS AND AWARDS.
  - a. PROCLAMATION RECOGNIZING NOVEMBER 14, 2020 A "WORLD DIABETES DAY" AND NOVEMBER 2020 AS "DIABETES AWARENESS MONTH" IN FLAGLER BEACH – JOHN SUBERS, DIRECTOR, ADVENT HEALTH FOUNDATION/PALM COAST: Mayor Provencher read the proclamation into the record and presented it to John Subers. Mr. Subers thanked the Officials for their partnership and efforts to bring awareness to the disease. Mr. Subers introduced Foundation Board Member, Laura Gilberry. Mrs. Gilberry reported current statistics and spoke of the foundation's efforts.
4. DELETIONS AND CHANGES TO THE AGENDA: Items 9, 11, and 12 were removed from the agenda.
5. UPDATE REGARDING DUNES RESTORATION PROJECT – AL HADEED, FLAGLER COUNTY ATTORNEY: Attorney Hadeed reported Gamble Rogers has provided permission for the project to be implemented in the state park. Attorney Hadeed reported additional good news, the Federal Government has agreed to paying draws instead of a complete reimbursement once the project is completed. Attorney Hadeed indicated the County is willing to assist with securing the FDOT agreement for the maintenance, which also is funded at a rate of \$500k per year. Attorney Hadeed reported there has been no change on the easements since his last report. Attorney Hadeed reported on the attempts to communicate with an owner, to accept the Go Fund Me money, and not force the County to proceed with the eminent domain.
6. COMMENTS REGARDING ITEMS NOT ON THE AGENDA. CITIZENS ARE ENCOURAGED TO SPEAK. HOWEVER, COMMENTS SHOULD BE LIMITED TO THREE MINUTES: Nicolas Kimball reported he has ordered 20 eight-foot-tall Christmas trees and is donating them for display in Veterans Park. Mr. Kimball reported he has been working with the Tourist Development Office and a local business group to promote "Starry Nights in Flagler Beach", the theme

will be blue and white lights and stars. Mr. Kimball indicated the trees would be decorated by businesses and residents. It is planned for the trees to stay up through January 4<sup>th</sup>, and the trees will be secured with sandbags. Garland and glass will not be permitted. Discussion ensued regarding power availability and the businesses being responsible for the maintenance/upkeep of the trees.

#### CONSENT AGENDA

7. APPROVE THE MINUTES OF THE REGULAR MEETING OF OCTOBER 22, 2020, AND THE SPECIAL MEETING MINUTES OF OCTOBER 28, 2020.
8. APPROVE AN ENGAGEMENT LETTER BETWEEN JAMES MOORE AND CO. AND THE CITY OF FLAGLER BEACH FOR THE FISCAL YEARS 2020, 2021, 2022, 2023 AND 2024 AUDIT OF THE CITY'S FINANCIAL STATEMENTS, AND AUTHORIZE THE MAYOR TO SIGN SAME.

Chair Mealy reviewed the consent agenda items. Chair Mealy opened public comments. No comments were offered. Chair Mealy closed public comments. Motion by Commissioner Cooley to approve the consent agenda. Commissioner Bryan seconded the motion. The motion carried unanimously.

#### GENERAL BUSINESS

9. APPROVE THE PIGGYBACK CONTRACT ON A LEE COUNTY BID AWARDED TO ASPHALT PAVING SYSTEMS IN AN AMOUNT NOT TO EXCEED \$115,000 FOR THE 2020-2021 PAVING PROGRAM - FRED GRIFFITH, CITY ENGINEER: This item was removed from the agenda.
10. PROVIDE DIRECTION TO STAFF REGARDING APPLICATION FOR FEMA'S HAZARD MITIGATION GRANT PROGRAM – FRED GRIFFITH, P.E., CITY ENGINEER: Interim City Manager McFadden stated staff is seeking approval to submit a grant application to FEMA for hazard mitigation. The improvements would be for the Wickline complex, and would include new doors and windows for the Library, former schoolhouse, and senior center and would provide for a new roof on the senior center. Chair Mealy opened public comments. No comments were offered. Chair Mealy closed public comments. Motion by Commissioner Belhumeur that we have staff move forward with the hazard mitigation grant application for upgrades to the Wickline Complex. Commissioner Cooley seconded the motion. The motion carried unanimously.
11. CONSIDER A CITIZEN REQUEST TO CREATE A “PAL & IRMA PARKER PARK PLANNING COMMITTEE” – STEVE SCOTT, RESIDENT: This item was removed from the agenda.
12. RESOLUTION 2020-37, A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING RESOLUTION 2018-30 WHICH ADOPTED CONSTRUCTION

STANDARDS FOR DEVELOPMENT, PROVIDING FOR CONFLICT AND AN EFFECTIVE DATE:  
This item was removed from the agenda.

13. RESOLUTION 2020-38, A RESOLUTION AMENDING RESOLUTION 2019-17 WHICH ADOPTED THE FY 2019/20 BUDGET, TO REFLECT A BUDGET AMENDMENT TO PROVIDE FUNDS FOR YEAR-END BUDGET SHORTFALLS; PROVIDING FOR CONFLICT; PROVIDING AN EFFECTIVE DATE: Attorney Smith read the title of the resolution into the record. Finance Director Doyle reviewed the item. Chair Mealy opened public comments. No comments were offered. Chair Mealy closed public comments. Motion by Commissioner Cooley to approve Resolution 2020-38. Commissioner Bryan seconded the motion. The motion carried unanimously, after a roll call vote. The Commission reached a consensus to place an item on the December 10<sup>th</sup> agenda to receive a report from the Sanitation Supervisor regarding recycling.
14. RESOLUTION 2020-39 A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA AMENDING RESOLUTION 2020-28 WHICH ADOPTED THE FY 20/21 BUDGET, TO REFLECT A BUDGET AMENDMENT TO ROLL THE APPROPRIATED FUND BALANCES FROM FISCAL YEAR 2019/20 INTO THE BUDGET FOR 2020/21; PROVIDING FOR CONFLICT AND AN EFFECTIVE DATE: Attorney Smith read the title of the resolution into the record. Finance Director Doyle reviewed the item. Commissioner Belhumeur inquired if any of the projects were planned but not started. Finance Director Doyle responded no, all of the projects having the funds encumbered have open purchase orders. Chair Mealy opened public comments. No comments were offered. Chair Mealy closed public comments. Motion by Commissioner Belhumeur that we approve Resolution 2020-39. Commissioner Cooley seconded the motion. The motion carried unanimously, after a roll call vote.

The agenda moved to Item 16.

15. RESOLUTION 2020-40 A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING RESOLUTION 2019-17 WHICH ADOPTED THE FY 2019/20 BUDGET; PROVIDING FOR CONFLICT, PROVIDING AN EFFECTIVE DATE HEREOF: Attorney Smith read the title of the resolution into the record. Finance Director Doyle reviewed the item. Ms. Doyle stated the city will receive \$230k from the CARES ACT reimbursement request, and she has just submitted an additional reimbursement request for emergency services. Chair Mealy opened public comments. No comments were offered. Chair Mealy closed public comments. Motion by Commissioner Belhumeur that we approve Resolution 2020-40. Commissioner Cooley seconded the motion. The motion carried unanimously, after a roll call vote.

The agenda moved to Item 18.

16. CONSIDER EXTENDING RESOLUTION 2020-22 REQUIRING THE WEARING OF FACE COVERINGS, WHICH IS SET TO SUNSET, UNLESS EXTENDED BY A MAJORITY VOTE – PENNY

OVERSTREET, CITY CLERK: Clerk Overstreet advised the Commission it is their prerogative to extend or sunset the resolution. Chair Mealy inquired to the Clerk regarding the section of the resolution relating to telephonic and video conferencing of public meetings. Clerk Overstreet responded the Governor's executive order that provided a temporary exemption to open meeting requirements expired. Clerk Overstreet continued and stated extending the resolution would apply to the face covering requirement only. Chair Mealy opened public comments. No comments were offered. Chair Mealy closed public comments. Motion by Commissioner Phillips to extend Resolution 2020-22, to extend the wearing of face coverings for a period of 60 days. Commissioner Bryan seconded the motion. The motion carried unanimously, after a roll call vote.

The agenda moved to Item 15.

#### COMMISSION COMMENTS

17. COMMISSION COMMENTS, INCLUDING REPORTS FROM MEETINGS ATTENDED: The Elected Officials reported their attendance at meetings, gatherings and events since the last regular meeting. Mayor Provencher spoke of hopes for future Christmas displays and the reality of what will happen this year. This year the pier will be lit up, and the trees donated by Nick will be decorated by businesses and residents. Mayor Provencher stated she has spoken with Maintenance regarding the availability of power. Mayor Provencher indicated the tree decorators will be required to maintain them and they are looking into volunteers like the woman's club to maintain the displays. Commissioner Bryan suggested someone with electrical background inspect the displays to ensure there is not a fire hazard. Commissioner Cooley asked about public forum rights. Attorney Smith responded and indicated you would have to allow displays. Clerk Overstreet responded and indicated she is familiar with the rights of public display and would monitor the actions. Commissioner Mealy stated the Woman's Club is willing to install the decorations for the businesses, since many are small and cannot spare their employees away from their business. The Commission reached a consensus to approve the Christmas displays as described. Debra Naughton, Destination Development & Community Engagement Manager, Tourist Development Office, distributed a flyer and stated in addition they have a call to action flyer that has talking points when speaking with businesses. Mayor Provencher reported she will again be distributing meals to the elderly and needy for Thanksgiving. Mayor Provencher indicated she and Carla Cline will continue this year with the "Light up Flagler Beach" decoration contest. Commissioner Bryan reported on the latest Flagler Creates meeting, and spoke of the upcoming County meeting on Monday regarding the Gardens development. Commissioner Belhumeur requested the Interim City Manager write to FDOT regarding their promise to repave S. Central in light of the heavy equipment and tractor trailers being detoured onto S. Central while South A1A was being repaired. Discussion ensued and a consensus was reached to place an item on December 10<sup>th</sup> agenda to review a letter to FDOT drafted by Commissioner Mealy. Commissioner Belhumeur inquired to Interim

Manager McFadden regarding the sand fencing and the Maintenance Agreement with FDOT the former City Manager had spoken of.

Commissioner Cooley spoke of the frequency of items being removed from agendas, and suggested the Interim Manager consider these actions before approving the agenda. Commissioner Cooley suggested an item on a 2021 agenda to discuss the pier business plan.

Commissioner Phillips reported she is currently attending the Flagler League of Cities Legislative Conference in Orlando.

Commissioner Mealy reported her attendance at the Legislative Conference via Zoom.

The agenda moved to Item 20.

#### PUBLIC HEARINGS

18. ORDINANCE 2020-07 AN ORDINANCE BY THE CITY OF FLAGLER BEACH, FLORIDA, VACATING AN UN-IMPROVED PORTION OF SOUTH 17<sup>TH</sup> STREET, LYING BETWEEN BLOCKS 14 AND 15 OF FUQUAY SUBDIVISION, AS RECORDED IN PLAT BOOK 1 PAGE 26 OF THE OFFICIAL RECORDS OF FLAGLER COUNTY, FLORIDA, PROVIDING FOR PUBLIC HEARINGS, REPEALING ALL ORDINANCES OR PARTS IN CONFLICT HERewith, PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE- SECOND & FINAL READING: Attorney Smith read the title of the ordinance into the record. Chair Mealy opened public comments. Tyler Ecker inquired what the zoning of the property would be. Attorney Smith stated the properties generally inherit the adjoining properties zoning category, which is Single Family Residential (SFR). Chair Mealy closed public comments. Motion by Commissioner Belhumeur that we approve Ordinance 2020-07. Commissioner Cooley seconded the motion. The motion carried unanimously, after a roll call vote.
19. ORDINANCE 2020-08 AN ORDINANCE GRANTING TO PEOPLES GAS SYSTEM, A DIVISION OF TAMPA ELECTRIC COMPANY, IT'S SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE NATURAL GAS FRANCHISE AGREEMENT TO USE THE PUBLIC RIGHTS OF WAY OF THE CITY OF FLAGLER BEACH, FLORIDA, AND PRESCRIBING THE TERMS AND CONDITIONS UNDER WHICH SAID FRANCHISE MAY BE EXERCISED; MAKING FINDINGS; PROVIDING AN EFFECTIVE DATE; AND REPEALING PRIOR ORDINANCE – SECOND & FINAL READING: Attorney Smith read the title of the ordinance into the record. Chair Mealy reviewed, noting this is the second reading. Chair Mealy opened public comments. No comments were offered. Chair Mealy closed public comments. Motion by Commissioner Bryan to approve Ordinance 2020-08, a non-exclusive natural gas franchise agreement with Peoples Gas System. Commissioner Belhumeur seconded the motion. The motion carried unanimously, after a roll call vote.

The agenda moved to Item 17.

#### STAFF REPORTS



20. STAFF REPORTS: Attorney Smith spoke in regards to the County meeting on Monday, and requested if the Officials plan to speak, that they communicate with him first, to ensure they do not undermine the statements he and the planner will be making.
- Interim Manager McFadden reported seven new single family residence permits were taken in last week. Mr. McFadden provided the Commission an update on the status of the remaining spaces in the parking pool for the south side of town. Mr. McFadden reported 83 spaces remain. Mr. McFadden reported on drainage issues on S. Flagler Avenue. Mr. McFadden reported there are no check valves installed and the City plans to install them. Mr. McFadden added it is a minor repair and the city would be doing their due diligence. Discussion ensued and included, there is not a fix for king tides, and sending violations of filling swales to the Special Magistrate. Mr. McFadden stated the engineers from the County have stated the city should not have any flooding issues as a result of the Gardens development. Mr. McFadden reported he signed a contract for the pier repairs, and the termite fumigation will occur between January 4<sup>th</sup> and 8<sup>th</sup>. Mr. McFadden stated he is reviewing the city parking lots to ensure they are all ADA compliant, and the screening requirements are met. Commissioner Bryan spoke of a new County Park and suggested the City model our lots after that installation.
- City Clerk Penny Overstreet announced qualifying via the petition process for the 2021 Municipal election would begin tomorrow. Clerk Overstreet reported the terms expiring are those of Commissioner Cooley and Mayor Provencher. Clerk Overstreet stated the election would be held on March 2, 2021.
21. ADJOURNMENT: Commissioner Bryan put forth a motion to adjourn the meeting at 7:55 p.m.

Attest:

---

Jane Mealy, Chair

---

Penny Overstreet, City Clerk

WORKSHOP MEETING OF THE FLAGLER BEACH CITY COMMISSION AND ECONOMIC DEVELOPMENT TASK FORCE, WEDNESDAY, NOVEMBER 18, 2020 AT 4:00 P.M. IN THE COMMISSION CHAMBERS AT 105 SOUTH SECOND STREET, FLAGLER BEACH, FLORIDA 32136

### MINUTES

PRESENT: Chair Jane Mealy, Vice-Chair Eric Cooley, Commissioners Deborah Phillips, Rick Belhumeur and Ken Bryan, EDTF Chair Joseph Pozzuoli, EDTF Vice-Chair John Horan, EDTF Members Kathy Wilcox, Stephanie Luther, Scott Chappuis, Michael Akialis, and Daryl Reynolds, EDTF Ex-officio member Dolores Key and Deputy City Clerk Jeanelle Jarrah.

ABSENT: Interim City Manager Richard McFadden and Mayor Linda Provencher.

1. CALL THE MEETING TO ORDER: Chair Jane Mealy called the workshop to order at 4:03 p.m.

2. PLEDGE TO THE FLAG: Commissioner Ken Bryan led the pledge to the flag.

3. DISCUSS AND DETERMINE A NEW SET OF GOALS FOR THE COMMITTEE, INCLUDING A MISSION STATEMENT, AND DIRECTION FOR THE FUTURE OF THE COMMITTEE:

Chair Mealy gave a brief history of the EDTF Committee. Commissioner Bryan spoke on why he requested this meeting, the current goals and mission of the EDTF and asked the group what they need from the commission to get their ideas done to be successful in economic development. Discussion ensued and covered the following topics: COVID-19, State Road A1A closing, the Land Development Regulations rewrite, boutique hotels, annexation of land, quarterly educational workshops for businesses, changing parking lot requirements, recycling containers to businesses, reinstituting the business ambassador program and density.

Ex-officio member Dolores Key, from the Flagler County Department of Economic Development, introduced herself and spoke on the topic of having a walkable community with curb appeal and the four basic ideas of economic development: live, learn, work and play. Commissioner Belhumeur spoke about high end short term rentals and continued the discussion on curb appeal. Commissioner Belhumeur mentioned the Hidden Treasure restaurant becoming vacant with the additional properties surrounding it including the marina that are available to develop.

Stephanie Luther inquired as to who is to champion businesses that wish to develop in Flagler Beach. Commissioner Cooley explained that the Chamber of Commerce is typically the entity that provides that direction. Dolores Key spoke to the Ms. Luther's question and explained her position within the county and what economic development looks like in different cities. Discussion continued regarding: grants, whether parking requirements had to be a part of the new business development, Brownfield Districts, and what Commissioner Bryan's experience in working with St. John's County looked like.

Scott Chappuis spoke on the illegal short term rental operations happening in town and the banner to place over SR 100. Poles to support this sign need to be on city property, but the city has none on the north side of the street. Only a single support pole could potentially be placed over SR 100 from the south side. Scott Chappuis will write up this as an agenda item for the December 10, 2020 commission meeting for the commissioners to potentially take action on. Smart growth discussion began and discussion regarding fiber installation in Flagler Beach and what is available, as far as future technology, for businesses. Discussion covering the Business Ambassador program the city once provided continued. Commissioner Phillips will speak with Bonnie Wilson in the building department and ask what their department currently provided new businesses in town and provide that information to the EDTF. Chair Pozzuoli stated at their next scheduled meeting, the EDTF will work on a new mission statement to provide to the commission for review and to compile a list of goals from today's workshop ideas. The whole group agreed to have a workshop with the EDTF bi-annually.

4. ADJOURNMENT: Motion by Commissioner Bryan to adjourn the meeting at 5:43 p.m. Commissioner Belhumeur seconded the motion. The motion carried unanimously.

Attest:

---

Jane Mealy Commission Chair

---

Jeanelle Jarrah, Deputy City Clerk

### 2021 Regular Commission Meeting Schedule

Agenda Cut Off Date	Commission Meeting
Agenda Items and all supporting documents must be received by the City Clerk's office by <b>4:30 p.m. on the Tuesday</b> one week prior to the Commission Meeting Date.	All Commission meetings will begin at 5:30 p.m. Public hearings are scheduled no earlier than 6:30 p.m.
January 5, 2021	January 14, 2021
January 19, 2021	January 28, 2021
February 2, 2021	February 11, 2021
February 16, 2021	February 25, 2021
March 2, 2021	March 11, 2021
March 16, 2021	March 25, 2021
March 30, 2021	April 8, 2021
April 13, 2021	April 22, 2021
May 4, 2021	May 13, 2021
May 18, 2021	May 27, 2021
June 1, 2021	June 10, 2021
June 15, 2021	June 24, 2021
June 29, 2021	July 8, 2021
July 13, 2021	July 22, 2021
August 10, 2021	August 19, 2021
August 31, 2021	September 9, 2021
September 14, 2021	September 23, 2021
October 5, 2021	October 14, 2021
October 19, 2021	October 28, 2021
November 9, 2021	November 18, 2021*
November 30, 2021	December 9, 2021

**\* The City of Flagler Beach is closed for Veterans Day on Thursday, November 11, 2021. The November Commission Meeting will be held the following week on Thursday, November 18, 2021.**

**The Annual Florida League of Cities Conference is scheduled for August 12-14, 2021; therefore, only one meeting is scheduled for August.**

## 2021 Holiday Schedule

HOLIDAY	DAY / DATE OBSERVED
New Year's Day	Friday/January 1, 2021
Martin Luther King's Birthday	Monday/January 18, 2021
Good Friday	Friday/April 2, 2021
Memorial Day	Monday/May 31, 2021
Independence Day	Monday/July 4, 2021
Labor Day	Monday/September 6, 2021
Veterans Day	Thursday/November 11, 2021
Thanksgiving	Thursday/November 25, 2021
Thanksgiving	Friday/November 26, 2021
Christmas Eve	Friday/December 24, 2021
Christmas Day	Monday/December 27, 2021
New Year's Eve	Friday/December 31, 2021

### **Sec. 2-232. Days observed.**

(a) The following and any other days which the city commission may declare are city holidays. They shall be granted with pay to all eligible employees scheduled to work on such days.

- (1) New Year's Eve, December 31
- (2) New Year's Day, January 1
- (3) Martin Luther King Day [third Monday in January]
- (4) Good Friday, Friday before Easter
- (5) Memorial Day, last Monday in May
- (6) Independence Day, July 4
- (7) Labor Day, first Monday in September
- (8) Veteran's Day, November 11
- (9) Thanksgiving Day, fourth Thursday in November
- (10) Friday after Thanksgiving, fourth Friday in November
- (11) Christmas Eve, December 24
- (12) Christmas Day, December 25
- (13) Optional holiday

b) When a holiday falls on a Saturday, the preceding Friday shall be observed as the official holiday for that year. When a holiday falls on a Sunday, the following Monday shall be observed as the official holiday.

(c) Employees in departments working on a shift basis will receive credit for the holiday on the actual date of the holiday. For fire protection employees see section 9-225.5, Special twenty-eight-day work period for fire protection employees.

(d) The city manager will determine when any department or operation will be closed in observance of a holiday.

(e) Holidays will be counted as time worked for overtime computations. For fire protection employees see section 2-225.5, Special twenty-eight-day work period for fire protection employees.

#9

## **INTERLOCAL AGREEMENT FOR ELECTION SERVICES**

**THIS INTERLOCAL AGREEMENT** (hereinafter, the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020 by and between the **FLAGLER COUNTY SUPERVISOR OF ELECTIONS** (hereinafter, the "Supervisor"), an elected constitutional officer, whose address is 1769 E. Moody Blvd., Building 2, Suite 101, Post Office Box 901, Bunnell, Florida, 32110 and the **CITY OF FLAGLER BEACH**, a Florida municipality, (hereinafter, the "City"), whose address is 105 S. Second Street, PO Box 70, Flagler Beach, FL 32136.

### **WITNESSETH**

**WHEREAS**, it is the intent of the Legislature, pursuant to Chapter 163, Florida Statutes, to encourage public agencies to join together in agreements which will best serve the public interest and promote the most efficient expenditures of public funds through avoiding costly duplication of services; and

**WHEREAS**, pursuant to State law, the Supervisor is the legal custodian of the Flagler County voting equipment and is charged with responsibility for the custody and maintenance of the equipment; and

**WHEREAS**, the City desires the Supervisor to provide only such election services as are stated herein, subject to the terms and conditions set forth in this Agreement, for the City's March 2, 2021 Municipal Election (hereinafter, the "Election"); and

**WHEREAS**, the parties to this Agreement recognize Chapters 97 through 106, Florida Statutes shall govern the conduct of a municipality's Election in the absence of an applicable special act, charter or ordinance provision. No charter or ordinance provision shall be adopted which conflicts with or exempts a municipality from any provision in the Florida Election Code that expressly applies to municipalities, pursuant to Section 100.3605, Florida Statutes; and

**WHEREAS**, the parties intend that any and all referendum ballot items shall be coordinated between the City and Supervisor in a timely manner to ensure proper placement on the ballot; and

**WHEREAS**, the parties desire mapping, scheduling, and other responsibilities related to the conduct of the Election to be completed cooperatively and efficiently as described herein.

**IT IS THEREFORE AGREED** as follows:

**Section One. Recitals Incorporated.** The above recitals are true and correct and form a material part of this Agreement upon which the parties have relied.

**Section Two. Supervisor's Responsibilities.** The Supervisor shall:

1. Schedule necessary advertising with the News-Journal, excluding the 3rd and 5th week referendum advertisements, which shall be the responsibility of the City as provided below.
2. Upon receipt of ballot approved information provided by the City in Microsoft Word format via email, the Supervisor will layout the ballot, prepare the proof and order the ballots.
3. Arrange for Election night personnel support, program the tabulators, test the system, and provide Election results.
4. Provide supplies for the conduct of the Election including sufficient voting equipment and supplies for the polling places. Should a change of polling location become necessary, the Supervisor is responsible for mailing "Polling Place Change Notices" to affected voters, the cost of which shall be reimbursable to the Supervisor.
5. Provide precinct registers with alphabetical listing of those electors eligible to vote in the Election.
6. Provide alphabetized street index to the precinct clerk.
7. Select, train and pay poll workers.
8. Have complete responsibility for printing, handling, distribution and tabulation of ballots.
9. Provide to the City a final tally of Election results in printed format.
10. File with the Division of Elections the parameters used in the advertised Logic and Accuracy Test.

11. Notify the City of the time, date and place for the Logic and Accuracy Test of the voting tabulation equipment as well as the time, date and place for all public Canvassing Board Meetings. The Canvassing Board Meetings shall be conducted at the Supervisor of Elections Office located at 1769 E. Moody Blvd., Bldg. #2, Suite 101, Bunnell, FL 32110 as outlined below:

**The time(s), date(s) for the Canvassing Board Meetings shall be:**

**Logic and Accuracy Test of the Voting System:**

Friday February 19, 2021 at 10:00 a.m.

**Canvass Absentee Ballots:**

Tuesday February 23, 2021 at 10:00 a.m.

**Canvass Absentee Ballots and Unofficial Results:**

Tuesday March 2, 2021 at 5:00 p.m. and 7:00 p.m.

**Canvass of Provisional Ballots, Official Results:**

Friday March 5, 2021 at 10:00 a.m.

**Manual (Post) Audit:**

Tuesday March 9, 2021 at 10:00 a.m.

12. Certify the name(s) of the poll watcher(s) designated and approved for the voting area to the City Clerk on or before February 16, 2021 as required under Florida Statutes.
13. Record this Agreement in the Official Records of Flagler County, Florida.

**Section Three. City's Responsibilities.** The City shall:

1. Fully execute and return the Interlocal Agreement to the Supervisor on or before Friday, December 28, 2020.
2. Upon execution of the Interlocal Agreement:
  - A. Pay an initial deposit of two thousand five hundred dollars (\$2,500.00) towards the costs of the Election and issue said funds to the Supervisor of Elections on or before December 28, 2020.



- B. Pay the balance of all actual costs or obligations of Election services to the Supervisor of Elections within thirty (30) days of receiving an itemized invoice therefor from the Supervisor of Elections.
3. Designate the City Clerk as the City employee to coordinate with the Supervisor of Elections. City Employees will not provide personnel support or act as "runners" for the polls during the Election.
  4. Furnish to the Supervisor on or prior to December 28, 2020 an updated City map, in electronic Shape File format, including all annexations or contractions so as to properly identify all eligible voters. Once the map has been received and the data entered, the Supervisor will generate a municipal boundary map for approval by the City. The City must provide written approval of their municipal boundaries generated by the Supervisor's GIS system. If the map cannot be provided in electronic format, the City must provide written approval of their municipal boundaries generated by the Supervisor's GIS system. The City Clerk shall approve or reject the municipal boundaries by way of facsimile or e-mail to the Supervisor's office no later than 7 days following delivery of such municipal boundaries by the Supervisor.
  5. Provide candidate handbooks and necessary materials to candidates prior to qualifying; qualify any and all candidates and receive candidate and/or committee finance reports. The City will furnish to the Supervisor the list of certified candidates, along with copies of the Candidate's Loyalty Oath's **within 24 hours** of the close of the qualifying period.
  6. Provide to the Supervisor on or before Noon on the last day of candidate qualifying all referendum ballot items to ensure proper placement on the ballot. Ballot items may not be added or amended later than the last day of qualifying. The approved ballot data provided to the Supervisor of Elections office shall be in Microsoft Word format for the preparation of the ballot proof. The City Clerk shall approve or reject the ballot proof by way of facsimile or e-mail to the Supervisor's office no later than 24 hours following notification by the Supervisor.

7. Pay the costs incurred by the Supervisor for the scheduling, training and preparing payroll of all poll workers, including supplies and instructional materials and manuals.
8. Pay ballot printing invoice(s) directly to the printer. Shipping charges may not be included with the invoice from the printer. In that event, the shipping charges will be billed separately and will appear on the itemized Statement of Account provided to the City by the Supervisor.
9. Coordinate with the Supervisor the placement of all required legal advertisements. The City shall publish the 3rd and 5th week referendum advertisements, if required.
10. Select Canvassing Board Members, confirm member's availability to attend in writing, and notify the Supervisor of Elections office no later than **4:30 p.m. Monday, December 28, 2020** of the names of the Canvassing Board Members.
11. Provide written notification during candidate qualifying or by certified mail to each political party chair and all candidates on or before February 16, 2021 of the Canvassing Board schedule that shall include the Logic and Accuracy Testing.
12. Pay costs involved to repair any equipment damaged during the City Election, including shipping, to the extent not covered and paid by any insurance.
13. Turn over all requests for Vote By Mail ballots to the Supervisor on a daily basis by 4:30 pm. The deadline to accept Vote By Mail ballot requests is February 23, 2021 (the sixth (6<sup>th</sup>) day before the Election).
14. Assist in locating and securing an emergency alternative polling location, should the Flagler Beach City Hall (105 S. Second Street) become unavailable and reimburse the Supervisor the cost of printing and posting such notice of relocation.
15. Submit the name(s) of proposed poll watcher(s) to the Supervisor on or before February 16, 2021 at Noon for the Supervisor of Elections to certify

and include a list with the precinct supplies as required under Florida Statutes.

16. Should the City request any additional and/or deletions of provisions of this Agreement, and should such requests require the Supervisor to seek the consultation and/or advice of legal counsel, the City shall assume the responsibility for all legal fees.
17. The City shall be responsible for confirming the accuracy of all dates and times and any information contained herein to ensure compliance with the City Charter and the Florida Statutes.
18. Accept release of City Election records no later than 10 days after the Certification of Election.

#### **Section Four. Miscellaneous Provisions.**

1. The parties understand and agree that the Election shall not have an early voting period.
2. Each party, to extent permitted by Section 768.28, Florida Statutes, agrees to indemnify and hold harmless the other party, its officers, agents and employees, from and against any and all claims, damages, injuries, losses and expenses, including reasonable attorney's fees, arising out of or relating to that party's actions or omissions arising out of this Agreement and the actions or omissions of the party's officers, agents and employees; provided, however, that neither party waives sovereign immunity hereby as to third parties.
3. The terms of this Agreement cannot be altered without the prior written consent of both parties.
4. The Agreement shall become effective upon recordation in the Official Records of Flagler County and shall be in effect only for the 2021 City of Flagler Beach Municipal Election to be held on March 2, 2021 and to be canvassed and certified as provided by law. This Agreement shall be made a part of the City Commission minutes.

[Signature Page To Follow]

**IN WITNESS WHEREOF**, the parties hereto affix their hand and seal this

\_\_\_\_\_ day of \_\_\_\_\_, 2020.

**FLAGLER COUNTY SUPERVISOR OF  
ELECTIONS**

\_\_\_\_\_  
Witness (*signature*)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
The Honorable Kaiti Lenhart  
Supervisor of Elections

\_\_\_\_\_  
Witness (*signature*)

\_\_\_\_\_  
Print Name

**CITY OF FLAGLER BEACH**

**ATTEST:**

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

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



## FLAGLER BEACH CITY COMMISSION

#10

**Meeting Date:** 12/10/2020

**Issue:** Consider and Approve Engagement Letter between the City of Flagler Beach and Mullins Coughlin LLC for legal services.

**From:** Liz Mathis, Human Resource Officer

**Organization:** City of Flagler Beach

---

**RECOMMENDATION:** Approve and authorize the Mayor to sign a letter of Engagement between the City of Flagler Beach and Mullins Coughlin LLC for legal services.

**BACKGROUND:**

**BUDGETARY IMPACT:**

**LEGAL CONSIDERATIONS/SIGN-OFF:**

**PERSONNEL:**

**POLICY/REQUIREMENT FOR BOARD ACTION:**

**IMPLEMENTATION/COORDINATION:**

---

**Attachments**



MULLEN  
COUGHLIN<sub>LLC</sub>  
ATTORNEYS AT LAW

Attach to  
Item  
10

John F. Mullen  
Office: 267-930-4791  
Fax: 267-930-4771  
Email: [jmullen@mullen.law](mailto:jmullen@mullen.law)

426 W. Lancaster Avenue, Suite 200  
Devon, PA 19333

December 1, 2020

**VIA ELECTRONIC MAIL**

Liz Mathis  
City of Flagler Beach, Florida  
105 S 2nd Street  
P.O. Box 70  
Flagler Beach, FL 32136  
E-mail: [lmathis@cityofflaglerbeach.com](mailto:lmathis@cityofflaglerbeach.com)

**Re: City of Flagler Beach, Florida - Engagement**

Dear Ms. Mathis:

Thank you for your interest in retaining Mullen Coughlin LLC as your attorneys. The purpose of this correspondence is to, upon execution: 1) establish an attorney client relationship between Mullen Coughlin LLC ("Mullen Coughlin" or "the Firm") and City of Flagler Beach, Florida ("You"); 2) define the scope of the Firm's representation of You; and 3) establish other material terms and conditions of the representation, including but not limited to the financial terms. This correspondence may be referred to as "Engagement Letter" or the "Agreement."

The Insurance Policy provided through AXA XL provides that, among other things, You may be responsible for a Self-Insured Retention ("SIR").

Please read the Engagement Letter with care. By executing this Engagement Letter, You are entering into a contract that is binding on both the Firm and You, on the following terms and conditions.

1. **PARTIES TO ENGAGEMENT LETTER**

The parties to the Agreement are Mullen Coughlin and You. No other person or entity shall be entitled to claim an attorney-client relationship with the Firm with respect to the legal services to be provided pursuant to the Engagement Letter.



2. INCEPTION OF ATTORNEY CLIENT RELATIONSHIP

The information that was shared with us during our initial period of consultation with You was shared within a representation limited to the topics necessary to be explored up to this point. That attorney-client relationship was finite. It will not continue to exist, and Mullen Coughlin will not be obligated to provide legal services described in Schedule A, until You have returned a signed copy of this Agreement and paid any initial retainer called for under Section 8.

3. SCOPE OF REPRESENTATION: SCHEDULE A

Mullen Coughlin will perform only those legal services set forth in the Scope of Representation attached as Schedule A. You agree that you have no expectation that the Firm will provide legal services beyond those set forth in Schedule A, unless Mullen Coughlin and You amend the Engagement Letter in writing or execute a separate agreement with respect to any such additional legal services.

You are generally required by law to retain documents, including electronically stored information ("ESI"), which may be relevant to the matter which is the subject of the representation. Preservation of documents including ESI is Your responsibility, and it is important that You take all necessary and reasonable steps to preserve this information. The Firm is available to discuss the scope of Your obligations and to provide advice or recommendations in this regard. Nothing in this paragraph shall in any way limit Your obligation to pay for, or the Firm's right to, receive payment for any services provided by the Firm at Your request.

4. DUTIES OF CLIENT/YOU

You agree to provide Mullen Coughlin with complete and accurate information and documents, cooperate, keep us informed of relevant developments, abide by this Agreement, and pay our statements on time. In addition, You will advise us of any changes to Your address and telephone number.

5. LEGAL FEES

We will charge You for the services provided pursuant to the Agreement based on the amount of time (including travel) we devote to the matter at the hourly rates for the particular professionals involved as are set forth in Schedule B. These rates were previously agreed to for work under your insurance policy with AXA XL. We bill in minimum units of 6 minutes, or .1 hour. We reserve the right to reasonable annual rate increases, subject to Your consent, which shall not be unreasonably withheld. We reserve the right to staff the handling of the matter with the partners, associates, paralegals and/or other personnel of our choice, at the rate we establish for each such timekeeper, although we will discuss the staffing of Your matter with You at any time and consider Your input in the staffing of the matter.



6. COSTS, EXPENSES AND OTHER CHARGES

a. COSTS AND EXPENSES: SCHEDULE B

We will incur on Your behalf various costs and expenses in performing legal services under the Agreement. You agree to pay for those costs and expenses in addition to the hourly fees. Schedule B, attached, includes a non-exhaustive list of costs we may incur on Your behalf.

b. OUTSIDE CONSULTANTS/OTHER VENDORS

In addition to the costs of the type set forth in Schedule B, it may become necessary to hire persons or entities outside Mullen Coughlin, including but not limited to consultants, forensics and other experts, investigators, or other professional service providers. We will select any consultants or investigators to be hired after notice to and consultation with You, and You agree to honor the terms and conditions of any agreement with any such outside person or entity that we enter into on Your behalf and with your consent.

c. REIMBURSEMENT OR DIRECT PAY

We reserve the right in our sole discretion to either pay directly any of the costs incurred such as those set forth in Schedule B, and/or for outside consultants or other vendors, or to ask You to pay any such expense directly. If we exercise our right to require You to pay an outside vendor invoice directly, and You fail to do so, You agree to defend and indemnify the Firm with respect to any claims, demands or suit brought against the Firm as a result of Your failure to pay such invoice. Payment directly by the Firm of any such expense shall not be construed as a waiver of our right to require You in the future to pay any similar expense directly.

7. PERIODIC STATEMENTS AND BILLING TERMS

Our practice is to send periodic statements for services rendered and for costs incurred during the previous month or months. The detail in the periodic statement will inform You of both the nature and progress of work and of the fees and costs being incurred.

Our fee structure is based upon Your promise to pay all statements no later than 30 days after receipt.

We do our best to see that our clients are satisfied not only with our services, but also with the reasonableness of the fees and costs. Therefore, while we urge You to raise any question about or objection to a fee statement, You must do so promptly. Such inquiry shall be timely only if made, in writing, within thirty (30) days after the date of the invoice. In the absence of a timely written inquiry, You will be deemed to have accepted the invoice and to have acknowledged that You are satisfied with it, in the absence of good cause for not having objected more timely.



In the event You fail to pay any invoice within thirty (30) days of the statement date, You agree to pay interest at the maximum rate allowed by law on the amount of such invoice, from the statement date until paid in full. If we accept late payment of any invoice without interest, we shall not be deemed to have waived any claim in the future for interest on other invoices. If You timely object in writing to a portion of a statement, You agree to pay the remainder of the statement which is not in dispute. We agree to accept such partial payment without claiming You have waived Your right to contest the unpaid portion of the bill.

Failure to pay the undisputed amount of any invoice in full within 30 days shall constitute grounds for termination of this Engagement Letter and withdrawal of the Firm from representation, as more fully discussed in Section 10.

8. RETAINER: SECURITY AND ADVANCE PAYMENT OF FINAL INVOICE

We are not requesting any retainer at this time, but we reserve the right, within the bounds of our ethical and legal duties, to cease work and request a retainer at any time for reasons such as, but not limited to, failure to pay Firm invoices and exhaustion of insurance policy limits.

The retainer is: 1) a sum to be held as security for the Firm with respect to Your obligations to pay the fees and costs incurred by the Firm pursuant to the Engagement Letter; and 2) an advance payment to be applied to the Firm's final invoice in this matter. We expect that You will live up to the terms and conditions of the Engagement Letter in full, in which case the full amount of the remaining retainer will be applied against the final invoice and any excess returned to You. However, should You become delinquent on the payment of any statement, we may in our discretion apply the retainer to the payment of that statement. In that event, You shall immediately restore the retainer to its full amount upon our request. Failure to deliver or restore the retainer upon our request shall constitute grounds for termination of this Engagement Letter and withdrawal from representation, as more fully discussed in Section 10.

We also reserve the right to require, and You agree to provide, increases to the retainer should the time and expense required to carry out the representation contemplated by this Engagement Letter increase beyond that reasonably anticipated at the beginning of the engagement. In the event that our representation of You encompasses litigation, we reserve the right to increase the retainer, based on estimated time and costs, in the event that we must engage in trial preparation or trial.



9. TERMINATION OF THE FIRM BY YOU

You shall have the right to terminate this Engagement Letter and discharge the Firm at any time. However, to be effective, termination or discharge of the Firm must be in writing. In such event, You authorize the Firm to make and retain a duplicate of Your file.

You shall bear all reasonable costs of transferring the new matter to counsel chosen by You.

The attorney/client relationship between the Firm and You shall end upon discharge of the Firm by You pursuant to this paragraph. However, such discharge shall not relieve You of any obligation to pay fees and costs incurred prior to the discharge, as well as any fees and costs expended after the discharge to the extent reasonably required in the Firm's sole discretion to protect Your interests prior to the discharge or in the event of litigation, until a court order is entered permitting the Firm to withdraw.

10. WITHDRAWAL FROM REPRESENTATION BY THE FIRM

The Firm shall be permitted to withdraw from representation whenever required or permitted to do so by law. In addition, the Firm may withdraw as counsel at any time if withdrawal can be accomplished without material adverse effects on the interests of You, or if: 1) You persist in a course of action involving a lawyer's services that the lawyer reasonably believes to be criminal or fraudulent; 2) You have used the lawyer's services to perpetrate a crime or fraud; 3) You insist upon pursuing an objective that the lawyer considers repugnant or imprudent; 4) You fail substantially to fulfill an obligation to Mullen Coughlin regarding the Firm's services (including, but not limited to, Your financial obligations under this Engagement Letter) after reasonable warning from the lawyer that the lawyer will withdraw unless the obligation is fulfilled; 5) the representation will result in an unreasonable financial burden on the lawyer or has been rendered unreasonably difficult by You; or 6) where other good cause for withdrawal exists.

11. DOCUMENT STORAGE POLICY

On termination of a matter, the Firm will maintain file documents for 6 years, or any alternate period as determined by the Commonwealth of Pennsylvania. Upon termination of the matter, You have the right to take possession of the file. If You choose to take possession of the file, the firm may copy all or any part of the file. If You choose not to take possession of the file, the firm will retain the file pursuant to its document storage policy stated above.

12. NO PROMISES OR GUARANTEES

You understand that Mullen Coughlin has made no representation or guarantee concerning the outcome of the matter set forth in the attached Schedule A.



13. RIGHT TO SEPARATE COUNSEL

You acknowledge having had the opportunity to seek the advice of separate counsel with respect to this Agreement.

14. LEGAL MALPRACTICE INSURANCE

As of the date of this letter, Mullen Coughlin has errors and omissions (legal malpractice) insurance applicable to the services to be rendered pursuant to this Agreement, subject to any applicable deductible or self-insured retention.

15. MODIFICATION IN WRITING ONLY

No change to this Agreement shall be effective unless and until confirmed in writing and signed and acknowledged by the Firm and You making express reference to this Agreement. This Engagement Letter embodies the whole agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or other agreements, either oral or written, between the Firm and You.

16. COUNTERPARTS AND FACSIMILES EFFECTIVE

This Agreement may be signed in counterpart. Facsimile or imaged signature pages executed by the Firm or You shall be effective as original signatures.

Thank You for choosing Mullen Coughlin as Your counsel with respect to the matter set forth in Schedule A.

We look forward to working with You and thank You once again for the opportunity to serve You, upon execution of this Engagement Letter.

Dated: \_\_\_\_\_

Accepted and agreed to:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

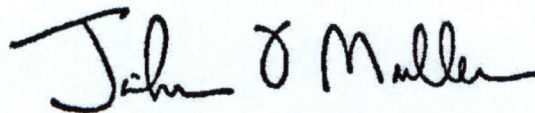
\_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Very truly yours,

A handwritten signature in black ink, appearing to read "John F. Mullen". The signature is fluid and cursive, with the first name "John" being more prominent.

John F. Mullen of  
MULLEN COUGHLIN LLC

JFM:bol



SCHEDULE "A":

SCOPE OF REPRESENTATION

City of Flagler Beach, Florida

Investigate, provide legal advice and otherwise assist with response to a potential data security incident.

\* \* \*



MULLEN  
COUGHLIN<sub>LLC</sub>  
ATTORNEYS AT LAW

Attach to  
Jkm  
ID

John F. Mullen  
Office: 267-930-4791  
Fax: 267-930-4771  
Email: [jmullen@mullen.law](mailto:jmullen@mullen.law)

426 W. Lancaster Avenue, Suite 200  
Devon, PA 19333

December 1, 2020

**VIA ELECTRONIC MAIL**

Liz Mathis  
City of Flagler Beach, Florida  
105 S 2nd Street  
P.O. Box 70  
Flagler Beach, FL 32136  
E-mail: [lmathis@cityofflaglerbeach.com](mailto:lmathis@cityofflaglerbeach.com)

**Re: City of Flagler Beach, Florida - Engagement**

Dear Ms. Mathis:

Thank you for your interest in retaining Mullen Coughlin LLC as your attorneys. The purpose of this correspondence is to, upon execution: 1) establish an attorney client relationship between Mullen Coughlin LLC ("Mullen Coughlin" or "the Firm") and City of Flagler Beach, Florida ("You"); 2) define the scope of the Firm's representation of You; and 3) establish other material terms and conditions of the representation, including but not limited to the financial terms. This correspondence may be referred to as "Engagement Letter" or the "Agreement."

The Insurance Policy provided through AXA XL provides that, among other things, You may be responsible for a Self-Insured Retention ("SIR").

Please read the Engagement Letter with care. By executing this Engagement Letter, You are entering into a contract that is binding on both the Firm and You, on the following terms and conditions.

1. **PARTIES TO ENGAGEMENT LETTER**

The parties to the Agreement are Mullen Coughlin and You. No other person or entity shall be entitled to claim an attorney-client relationship with the Firm with respect to the legal services to be provided pursuant to the Engagement Letter.



2. INCEPTION OF ATTORNEY CLIENT RELATIONSHIP

The information that was shared with us during our initial period of consultation with You was shared within a representation limited to the topics necessary to be explored up to this point. That attorney-client relationship was finite. It will not continue to exist, and Mullen Coughlin will not be obligated to provide legal services described in Schedule A, until You have returned a signed copy of this Agreement and paid any initial retainer called for under Section 8.

3. SCOPE OF REPRESENTATION: SCHEDULE A

Mullen Coughlin will perform only those legal services set forth in the Scope of Representation attached as Schedule A. You agree that you have no expectation that the Firm will provide legal services beyond those set forth in Schedule A, unless Mullen Coughlin and You amend the Engagement Letter in writing or execute a separate agreement with respect to any such additional legal services.

You are generally required by law to retain documents, including electronically stored information ("ESI"), which may be relevant to the matter which is the subject of the representation. Preservation of documents including ESI is Your responsibility, and it is important that You take all necessary and reasonable steps to preserve this information. The Firm is available to discuss the scope of Your obligations and to provide advice or recommendations in this regard. Nothing in this paragraph shall in any way limit Your obligation to pay for, or the Firm's right to, receive payment for any services provided by the Firm at Your request.

4. DUTIES OF CLIENT/YOU

You agree to provide Mullen Coughlin with complete and accurate information and documents, cooperate, keep us informed of relevant developments, abide by this Agreement, and pay our statements on time. In addition, You will advise us of any changes to Your address and telephone number.

5. LEGAL FEES

We will charge You for the services provided pursuant to the Agreement based on the amount of time (including travel) we devote to the matter at the hourly rates for the particular professionals involved as are set forth in Schedule B. These rates were previously agreed to for work under your insurance policy with AXA XL. We bill in minimum units of 6 minutes, or .1 hour. We reserve the right to reasonable annual rate increases, subject to Your consent, which shall not be unreasonably withheld. We reserve the right to staff the handling of the matter with the partners, associates, paralegals and/or other personnel of our choice, at the rate we establish for each such timekeeper, although we will discuss the staffing of Your matter with You at any time and consider Your input in the staffing of the matter.



6. COSTS, EXPENSES AND OTHER CHARGES

a. COSTS AND EXPENSES: SCHEDULE B

We will incur on Your behalf various costs and expenses in performing legal services under the Agreement. You agree to pay for those costs and expenses in addition to the hourly fees. Schedule B, attached, includes a non-exhaustive list of costs we may incur on Your behalf.

b. OUTSIDE CONSULTANTS/OTHER VENDORS

In addition to the costs of the type set forth in Schedule B, it may become necessary to hire persons or entities outside Mullen Coughlin, including but not limited to consultants, forensics and other experts, investigators, or other professional service providers. We will select any consultants or investigators to be hired after notice to and consultation with You, and You agree to honor the terms and conditions of any agreement with any such outside person or entity that we enter into on Your behalf and with your consent.

c. REIMBURSEMENT OR DIRECT PAY

We reserve the right in our sole discretion to either pay directly any of the costs incurred such as those set forth in Schedule B, and/or for outside consultants or other vendors, or to ask You to pay any such expense directly. If we exercise our right to require You to pay an outside vendor invoice directly, and You fail to do so, You agree to defend and indemnify the Firm with respect to any claims, demands or suit brought against the Firm as a result of Your failure to pay such invoice. Payment directly by the Firm of any such expense shall not be construed as a waiver of our right to require You in the future to pay any similar expense directly.

7. PERIODIC STATEMENTS AND BILLING TERMS

Our practice is to send periodic statements for services rendered and for costs incurred during the previous month or months. The detail in the periodic statement will inform You of both the nature and progress of work and of the fees and costs being incurred.

Our fee structure is based upon Your promise to pay all statements no later than 30 days after receipt.

We do our best to see that our clients are satisfied not only with our services, but also with the reasonableness of the fees and costs. Therefore, while we urge You to raise any question about or objection to a fee statement, You must do so promptly. Such inquiry shall be timely only if made, in writing, within thirty (30) days after the date of the invoice. In the absence of a timely written inquiry, You will be deemed to have accepted the invoice and to have acknowledged that You are satisfied with it, in the absence of good cause for not having objected more timely.



In the event You fail to pay any invoice within thirty (30) days of the statement date, You agree to pay interest at the maximum rate allowed by law on the amount of such invoice, from the statement date until paid in full. If we accept late payment of any invoice without interest, we shall not be deemed to have waived any claim in the future for interest on other invoices. If You timely object in writing to a portion of a statement, You agree to pay the remainder of the statement which is not in dispute. We agree to accept such partial payment without claiming You have waived Your right to contest the unpaid portion of the bill.

Failure to pay the undisputed amount of any invoice in full within 30 days shall constitute grounds for termination of this Engagement Letter and withdrawal of the Firm from representation, as more fully discussed in Section 10.

8. RETAINER: SECURITY AND ADVANCE PAYMENT OF FINAL INVOICE

We are not requesting any retainer at this time, but we reserve the right, within the bounds of our ethical and legal duties, to cease work and request a retainer at any time for reasons such as, but not limited to, failure to pay Firm invoices and exhaustion of insurance policy limits.

The retainer is: 1) a sum to be held as security for the Firm with respect to Your obligations to pay the fees and costs incurred by the Firm pursuant to the Engagement Letter; and 2) an advance payment to be applied to the Firm's final invoice in this matter. We expect that You will live up to the terms and conditions of the Engagement Letter in full, in which case the full amount of the remaining retainer will be applied against the final invoice and any excess returned to You. However, should You become delinquent on the payment of any statement, we may in our discretion apply the retainer to the payment of that statement. In that event, You shall immediately restore the retainer to its full amount upon our request. Failure to deliver or restore the retainer upon our request shall constitute grounds for termination of this Engagement Letter and withdrawal from representation, as more fully discussed in Section 10.

We also reserve the right to require, and You agree to provide, increases to the retainer should the time and expense required to carry out the representation contemplated by this Engagement Letter increase beyond that reasonably anticipated at the beginning of the engagement. In the event that our representation of You encompasses litigation, we reserve the right to increase the retainer, based on estimated time and costs, in the event that we must engage in trial preparation or trial.



9. TERMINATION OF THE FIRM BY YOU

You shall have the right to terminate this Engagement Letter and discharge the Firm at any time. However, to be effective, termination or discharge of the Firm must be in writing. In such event, You authorize the Firm to make and retain a duplicate of Your file.

You shall bear all reasonable costs of transferring the new matter to counsel chosen by You.

The attorney/client relationship between the Firm and You shall end upon discharge of the Firm by You pursuant to this paragraph. However, such discharge shall not relieve You of any obligation to pay fees and costs incurred prior to the discharge, as well as any fees and costs expended after the discharge to the extent reasonably required in the Firm's sole discretion to protect Your interests prior to the discharge or in the event of litigation, until a court order is entered permitting the Firm to withdraw.

10. WITHDRAWAL FROM REPRESENTATION BY THE FIRM

The Firm shall be permitted to withdraw from representation whenever required or permitted to do so by law. In addition, the Firm may withdraw as counsel at any time if withdrawal can be accomplished without material adverse effects on the interests of You, or if: 1) You persist in a course of action involving a lawyer's services that the lawyer reasonably believes to be criminal or fraudulent; 2) You have used the lawyer's services to perpetrate a crime or fraud; 3) You insist upon pursuing an objective that the lawyer considers repugnant or imprudent; 4) You fail substantially to fulfill an obligation to Mullen Coughlin regarding the Firm's services (including, but not limited to, Your financial obligations under this Engagement Letter) after reasonable warning from the lawyer that the lawyer will withdraw unless the obligation is fulfilled; 5) the representation will result in an unreasonable financial burden on the lawyer or has been rendered unreasonably difficult by You; or 6) where other good cause for withdrawal exists.

11. DOCUMENT STORAGE POLICY

On termination of a matter, the Firm will maintain file documents for 6 years, or any alternate period as determined by the Commonwealth of Pennsylvania. Upon termination of the matter, You have the right to take possession of the file. If You choose to take possession of the file, the firm may copy all or any part of the file. If You choose not to take possession of the file, the firm will retain the file pursuant to its document storage policy stated above.

12. NO PROMISES OR GUARANTEES

You understand that Mullen Coughlin has made no representation or guarantee concerning the outcome of the matter set forth in the attached Schedule A.



13. RIGHT TO SEPARATE COUNSEL

You acknowledge having had the opportunity to seek the advice of separate counsel with respect to this Agreement.

14. LEGAL MALPRACTICE INSURANCE

As of the date of this letter, Mullen Coughlin has errors and omissions (legal malpractice) insurance applicable to the services to be rendered pursuant to this Agreement, subject to any applicable deductible or self-insured retention.

15. MODIFICATION IN WRITING ONLY

No change to this Agreement shall be effective unless and until confirmed in writing and signed and acknowledged by the Firm and You making express reference to this Agreement. This Engagement Letter embodies the whole agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or other agreements, either oral or written, between the Firm and You.

16. COUNTERPARTS AND FACSIMILES EFFECTIVE

This Agreement may be signed in counterpart. Facsimile or imaged signature pages executed by the Firm or You shall be effective as original signatures.

Thank You for choosing Mullen Coughlin as Your counsel with respect to the matter set forth in Schedule A.

We look forward to working with You and thank You once again for the opportunity to serve You, upon execution of this Engagement Letter.

Dated: \_\_\_\_\_

Accepted and agreed to:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

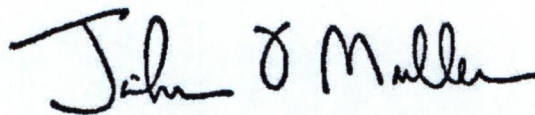
Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Very truly yours,

A handwritten signature in black ink, appearing to read "John F. Mullen". The signature is fluid and cursive, with the first name "John" being more prominent.

John F. Mullen of  
MULLEN COUGHLIN LLC

JFM:bo1



SCHEDULE "A":

SCOPE OF REPRESENTATION

City of Flagler Beach, Florida

Investigate, provide legal advice and otherwise assist with response to a potential data security incident.

\* \* \*



## FLAGLER BEACH CITY COMMISSION

Item No. 11

**Meeting Date:** December 10, 2020

**Issue:** Adoption of PPI (Program for Public Information)

**From:** Fred W. Griffith, P.E., City Engineer

**Organization:** Public Utilities Department

---

**RECOMMENDATION:** To adopt a document titled "Multi-Jurisdictional Program for Public Information"

**BACKGROUND:**

The City of Flagler Beach, along with Palm Coast, join the County participation in the CRS (Community Rating System). This program is part of the National Flood Insurance Program (NFIP). The CRS is a voluntary incentive program that recognizes and encourages community floodplain management activities that exceed the minimum program requirements.

As a result, flood insurance premium rates are discounted to reflect the reduced flood risk resulting from the community actions meeting the three goals of the Community Rating System:

1. Reduce flood damage to insurable property
2. Strengthen and support the insurance aspects of the National Flood Insurance Program
3. Encourage a comprehensive approach to floodplain management

The Community Rating System classes for local communities are based on 19 creditable activities, organized under four categories:

1. Public Information
2. Mapping and Regulations
3. Flood Damage Reduction
4. Flood Preparedness

Flood insurance premium rates are discounted in increments of 5 percent. A Class 10 is recognized as not participating in the Community Rating System and receives no discount. A Class 9 community would receive a 5 percent discount to a Class 1 community which would receive a corresponding 45 percent premium discount.

In 2019, the City of Flagler Beach was a Class 6 community earning a discount of 20% on insurance premiums. The 2020 5-year scheduled site visitation (was conducted virtually due to COVID-19) successfully moved us to a Class 5, earning an additional 5% discount for our residents – amounting to a full 25% discount for those whose homes that are located in a Special Flood Hazard Area (SFHA). The City reported 1,185 homes in the SFHA and 82.62% of those are covered (989 homes). This ranks Flagler Beach as the highest covered percentage in the County.

The Engineering Department is responsible for developing all of the documentation required for this program. One portion of this material is the Program for Public Information (PPI). This is a multi-jurisdictional effort between the County, the City of Palm Coast and the City of Flagler Beach. Together, the appended attachment offers all three a set of bonus points that help boost the communities' overall

scores. In the case of Flagler Beach, we could receive 150 additional points that are distributed among the 19 credible activities. This would result in a score edging the City very close to becoming a Class 4 community (providing our residents a 30% discount on premiums).

One caveat, however: to reap the benefit of the bonus points, the municipality must formally adopt the document by the respective governing body.

**BUDGETARY IMPACT:** There is no direct budgetary impact by adopting this document at this time. However, funds should be set aside in future annual budgets to cover some of the costs of maintaining and advancing our classification. Examples include the outreach requirements that would incur costs for printing, mailings, etc.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

**PERSONNEL:** Engineering, City Clerk, Finance

**POLICY/REQUIREMENT FOR BOARD ACTION:** N/A

**IMPLEMENTATION/COORDINATION:** Engineering Department, Finance, and City Clerk.

### **Attachments**

- 2019 Multi-Jurisdictional Program for Public Information





# FLAGLER BEACH CITY COMMISSION

Item No: 11A *REVISED*

**Meeting Date:** December 10, 2020

**Issue:** Approve an emergency expenditure to Environmental Control Systems in the amount of \$30,761.90 (Phase 1) to replace an underground pipe to the South Water Tower.

**From:** Summary submitted by Penny Overstreet, City Clerk

**Organization:** City of Flagler Beach

---

**RECOMMENDATION:** Approve the emergency expenditure

**BACKGROUND:** The Water Plant Supervisor obtained the quote in the amount of \$30,761.90. The work description is provided in the proposal. \$110,000 was budgeted in the FY 20/21 budget for both of these repairs. The cost of both phases will come in under budget by \$4,338.10. The pipe must be replaced before the riser. This is an emergency expenditure and would fall under the waiver provided in the Code of Ordinance , Chapter 2, Article III, Section 2-301.

**BUDGETARY IMPACT:** The City budgeted \$110,000 in the 2020/2021 FY Budget to replace the riser, pipe and valve on the South tank.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

**PERSONNEL:**

**POLICY/REQUIREMENT FOR BOARD ACTION:**

**IMPLEMENTATION/COORDINATION:** Water Plant Supervisor, and Finance Department.

## Attachments

- Proposal from Environmental Control Systems, Inc.

**Environmental Control Systems, Inc | DBA Flagler**

**Septic Services, Inc.**

P.O. Box 1175

Bunnell, FL 32110

(386)586-5646

ecsoffice@att.net

Proposal

**ADDRESS**

City of Flagler Beach

P.O. Box 70

Flagler Beach, FL 32136

**PROPOSAL # 10054**

**DATE 12/09/2020**

**JOB LOCATION**

A1A Flagler Beach Water Tower

ACTIVITY	AMOUNT
Scope- Remove and reconfigure existing piping under riser section. Riser section to be replaced by others. Replace piping through wall and connect to existing water main where it is found to be in good shape.	
<b>Services</b>	30,761.90
Provide and install 12" D.I.P. flanged fittings with stainless steel bolts	
1- 12" tee	
3- 12" 90 degree bend	
1- 12" butterfly valve	
1- 12" long pattern MJ sleeve with Mega Lugs	
-Mega Flange Kits	
-All necessary spool pieces custom fit	
4- Adjustable pipe supporters	
-Up to 60' 12" DIP pipe with bell restraints	
Provide all labor, equipment and fuel necessary to complete project	
-Material- \$14,011.90	
-Labor- \$16,750.00	
-All piping inside tower to be coordinated with contractor doing the riser section in order to provide a seamless connection process between the two sections.	
-All piping to be sanitized prior to installation	
-Does not include dewatering. If necessary, will be provided at cost.	
-Not responsible for unseen conflicts with existing utilities	
We hereby propose to furnish labor and materials complete in accordance with above specifications, for the total amount shown with payment due upon completion. All service pricing anticipates payment by Check or ACH. Due to additional costs incurred, services paid by credit card will require an additional "pass through" 3% processing fee in order to be accepted.	
All materials are guaranteed to be specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviations from the above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. Not responsible for underground utilities, landscaping, install sod. Sprinklers, irrigation lines, sidewalks, driveways and patios damaged during underground utility installation. All agreements contingent upon strikes, accident, and or delays beyond our control. This proposal subject to acceptance within 30 days and is void thereafter at the option of undersigned.	

---

**TOTAL**

**\$30,761.90**

**Accepted By**

**Accepted Date**



## FLAGLER BEACH CITY COMMISSION

Item No: 11A

**Meeting Date:** December 10, 2020

**Issue:** Approve an emergency expenditure to Environmental Control Systems in the amount of \$3X,XXX (Phase 1) to replace an underground pipe to the South Water Tower.

**From:** Summary submitted by Penny Overstreet, City Clerk

**Organization:** City of Flagler Beach

---

**RECOMMENDATION:** Approve the emergency expenditure

**BACKGROUND:** The Water Plant Supervisor is obtaining the quote and should have it by the 9<sup>th</sup>. The request is to replace the pipe that connects to the Water main and the South Water Tank riser. \$110,000 was budgeted in the FY 20/21 budget for both of these repairs. It is estimated the cost of both phases will come in under budget by approximately \$5,000. More information is forthcoming. The pipe must be replaced before the riser. This is an emergency expenditure and would fall under the waiver provided in the Code of Ordinance , Chapter 2, Article III, Section 2-301.

**BUDGETARY IMPACT:** The City budgeted \$110,000 in the 2020/2021 FY Budget to replace the riser, pipe and valve on the South tank.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

**PERSONNEL:**

**POLICY/REQUIREMENT FOR BOARD ACTION:**

**IMPLEMENTATION/COORDINATION:**

Attachments

•

## Penny Overstreet

---

**From:** Kathleen Doyle  
**Sent:** Tuesday, December 8, 2020 9:40 AM  
**To:** Penny Overstreet; Fred Griffith; Jim Ramer  
**Cc:** Rick McFadden; Jeanelle Jarrah  
**Subject:** RE: Item Summary for Water Tower Repair

Thanks Penny....

Regards,

*Kathleen Doyle*



City of Flagler Beach  
386-517-2000 ext 229

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

**From:** Penny Overstreet <POverstreet@CityofFlaglerBeach.com>  
**Sent:** Tuesday, December 8, 2020 9:39 AM  
**To:** Kathleen Doyle <KDoyle@CityofFlaglerBeach.com>; Fred Griffith <fgriffith@cityofflaglerbeach.com>; Jim Ramer <JRamer@CityofFlaglerBeach.com>  
**Cc:** Rick McFadden <RMcFadden@CityofFlaglerBeach.com>; Jeanelle Jarrah <JJarrah@CityofFlaglerBeach.com>  
**Subject:** RE: Item Summary for Water Tower Repair

Just spoke to Jim he will have the quote tomorrow and I will amend the agenda again to add the other Phase , and explain they have to be done concurrently. I will also reverse the Phases and explain in the summary  
Penny

**From:** Kathleen Doyle  
**Sent:** Tuesday, December 8, 2020 9:29 AM  
**To:** Penny Overstreet <POverstreet@CityofFlaglerBeach.com>; Fred Griffith <fgriffith@cityofflaglerbeach.com>; Jim Ramer <JRamer@CityofFlaglerBeach.com>  
**Cc:** Rick McFadden <RMcFadden@CityofFlaglerBeach.com>; Jeanelle Jarrah <JJarrah@CityofFlaglerBeach.com>  
**Subject:** RE: Item Summary for Water Tower Repair

Jim, Rick, Fred

Did you get the quote from Environmental Control Systems, for the Water Line repairs? The reason I called it Phase 1 was we only had the quote for the repair to the South Tank ...

Regards,

*Kathleen Doyle*



City of Flagler Beach  
386-517-2000 ext 229  
[www.cityofflaglerbeach.com](http://www.cityofflaglerbeach.com)

**From:** Penny Overstreet <[POverstreet@CityofFlaglerBeach.com](mailto:POverstreet@CityofFlaglerBeach.com)>  
**Sent:** Tuesday, December 8, 2020 8:56 AM  
**To:** Fred Griffith <[fgriffith@cityofflaglerbeach.com](mailto:fgriffith@cityofflaglerbeach.com)>; Jim Ramer <[JRamer@CityofFlaglerBeach.com](mailto:JRamer@CityofFlaglerBeach.com)>  
**Cc:** Rick McFadden <[RMcFadden@CityofFlaglerBeach.com](mailto:RMcFadden@CityofFlaglerBeach.com)>; Kathleen Doyle <[KDoyle@CityofFlaglerBeach.com](mailto:KDoyle@CityofFlaglerBeach.com)>; Jeanelle Jarrah <[JJarrah@CityofFlaglerBeach.com](mailto:JJarrah@CityofFlaglerBeach.com)>  
**Subject:** RE: Item Summary for Water Tower Repair

I say phase I in the summary, hoping you or Jim will be able to explain Phase II is questioned and please let Rick know as well, I am sure he will be questioned when he has his one-on-ones with the Officials to go over the agenda.  
Penny

**From:** Fred Griffith  
**Sent:** Monday, December 7, 2020 3:46 PM  
**To:** Penny Overstreet <[POverstreet@CityofFlaglerBeach.com](mailto:POverstreet@CityofFlaglerBeach.com)>; Jim Ramer <[JRamer@CityofFlaglerBeach.com](mailto:JRamer@CityofFlaglerBeach.com)>; Kathleen Doyle <[KDoyle@CityofFlaglerBeach.com](mailto:KDoyle@CityofFlaglerBeach.com)>; Rick McFadden <[RMcFadden@CityofFlaglerBeach.com](mailto:RMcFadden@CityofFlaglerBeach.com)>  
**Cc:** Drew Smith <[dsmith@shepardfirm.com](mailto:dsmith@shepardfirm.com)>  
**Subject:** RE: Item Summary for Water Tower Repair

Staff Note , FYI :

This cost **does not** include the underground pipe work – the cost to replace the pipe outside of the tank that Jim has just informed me that he does not, as yet, have a written price for. I believe that this may have been what Kathleen was referring to in her ( 2 phases ) .

In speaking to Jim this afternoon it sounds as if he is anticipating the total project cost of the two phases now to over \$100,000 .

Note : I have not yet been fully informed of the anticipated work to fully complete this project.

**From:** Penny Overstreet <[POverstreet@CityofFlaglerBeach.com](mailto:POverstreet@CityofFlaglerBeach.com)>  
**Sent:** Monday, December 7, 2020 3:06 PM  
**To:** Jim Ramer <[JRamer@CityofFlaglerBeach.com](mailto:JRamer@CityofFlaglerBeach.com)>; Kathleen Doyle <[KDoyle@CityofFlaglerBeach.com](mailto:KDoyle@CityofFlaglerBeach.com)>; Rick McFadden <[RMcFadden@CityofFlaglerBeach.com](mailto:RMcFadden@CityofFlaglerBeach.com)>  
**Cc:** Drew Smith <[dsmith@shepardfirm.com](mailto:dsmith@shepardfirm.com)>; Fred Griffith <[fgriffith@cityofflaglerbeach.com](mailto:fgriffith@cityofflaglerbeach.com)>  
**Subject:** Item Summary for Water Tower Repair

Hello,

Attached is the Summary I have drafted based on everyone's comments for the Water Tower Item . Please let me know if okay so I can move forward with amending the agenda.+

**Penny Overstreet, CMC**


City Clerk

City of Flagler Beach

105 S. 2<sup>nd</sup> Street

Flagler Beach, FL 32136

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

 386-517-2000 ext. 233

☎ 386-517-2008



## FLAGLER BEACH CITY COMMISSION

Item No: 11 B

**Meeting Date:** December 10, 2020

**Issue:** Approve an emergency expenditure to Suez (formerly Utility Services) in the amount of \$74,900 (Phase 2) to repair a leaking riser on the South Water Tower.

**From:** Summary submitted by Penny Overstreet, City Clerk

**Organization:** City of Flagler Beach

---

**RECOMMENDATION:** Approve the emergency budgeted expenditure, waiving the bidding process.

**BACKGROUND:** Three temporary clamps were recently installed to temporarily repair leaks in the riser pipe of the South Water Tower. Several other leaks have had repairs in the form of welds. The consultant, Suez warns these repairs will strain the other existing weak points, and a replacement of the riser pipe is crucial and needs to be done without delay. The bidding process would encompass approximately 35 to 45 days at a minimum before a bid could be awarded. Suez formerly Utility Services is familiar with the infrastructure and the Water Plant Supervisor recommends this company to perform the necessary repairs.

**Below is a chain of email between the Consultant, Water Plant Supervisor, City Attorney and Finance Director**

**Subject:** South Tank Riser Repair

**Importance:** High

Hi Jim, Kathleen,

I wanted to reach out to you to follow up on the leaking riser pipe on your elevated South Water Tank. As you know we recently installed (3) three emergency temporary pipe clamps. In order to close up some existing leaks in the riser pipe you have right now, and allow the tank to remain in service. As you are aware SUEZ has welded up several previous leaks in the riser the past few years. We are extremely concerned that based on the previous repairs we have made and the 3 leaks you currently have on the pipe now will not hold for long before you have another leak develop at another weak point in the riser. We wanted to follow up with you on the riser replacement proposal we provided to you recently. Per our previous conversations we are able to split the cost of this proposal over the next two fiscal years to allow some flexibility in your utilities budget. Please let us know if you approve of this proposal as we would like to assist you and your team with this leaking riser pipe replaced and the tank back into normal operating condition.

Thank You,

Raymond Bates

Water Systems Consultant



Rick,

We had budgeted for this repair, but based on the information below from the company that has handled our maintenance at the South Tank for many years, this appears to be an emergency and we should move forward as soon as possible. Jim also feels that since Suez (Formerly Utility Services) does the maintenance on our tank, they would be best suited for the repair.

Normally, due to the cost exceeding \$20,000, this type of repair would go out for bid. Can you bring this up at the CC meeting so we can move forward? Total cost for this phase of the project is \$74,900. The amount of \$110,000 was budgeted for both phases of this repair/improvement.

Penny, Drew, would this be an appropriate way to handle this situation?

Regards,

Kathleen Doyle

**From:** Drew Smith

**Sent:** Thursday, December 3, 2020 4:22 PM

**To:** Kathleen Doyle; Rick McFadden; Penny Overstreet



**Cc:** Jim Ramer

**Subject:** RE: South Tank Riser Repair

Yes. It should be made clear in the staff report that is in an emergency expenditure. The purchasing code allows us to forego the normal appropriations requirements for a life, safety, welfare emergency.

Drew

**From:** Jim Ramer

**Sent:** Friday, December 4, 2020 11:54 AM

**To:** Drew Smith; Kathleen Doyle; Rick McFadden; Penny Overstreet

**Cc:** Fred Griffith

**Subject:** RE: South Tank Riser Repair

To All,

Here are some pictures of concerns we have with the piping in the South Tank. As you can see the piping is in bad shape and needs replacing. I budgeted for this work to be done this budget cycle. In the process of getting quotes on the work, Suez came back with an agreement of slitting the cost to the contract over two years. That is why I informed Kathleen of this to see if we could proceed with getting the work done. The other company was not interested in going out for a bid. I feel more comfortable going with Suez because of their familiarity with the tank. Again we are on borrowed time with these temporary repairs and the old pipe underground going to the main. These are the original pipes from 1989 when the tank was installed.

Thanks

Jim

***Excerpt from Code of Ordinance Chapter 2, Article III, Section 2-301 regulates the purchasing process, and provides a waiver in the event of an emergency. See below:***

Sec. 2-301. - Purchasing process.

No employee shall purchase any materials, products or services on behalf of the city unless the purchasing process has been completed as outlined in the following subsections. All employees may sign for purchases provided there is an approved purchase order, blanket purchase order, check request or credit card use form on file with the city.

(1) Purchasing authority.

- d. \$20,000.00 and above. Sealed bids will be utilized for any items over twenty thousand dollars. The splitting of invoices for the purpose of avoiding the bidding requirements is expressly prohibited. Purchases of materials, products or services in this category will be authorized only by the city commission.

The above rules of operation may be waived in case of emergency by authority of the mayor, chairman of the commission, or city manager. An emergency, for this section, will be defined as any condition where there is a threat to the public health, safety, welfare, or property of the citizens of the Flagler Beach. The department head must notify one of the above persons of the existence of an emergency situation as soon as he/she is aware a problem exists. This clause in no way alters the provisions under Chapter 14, Article III, Emergency Management of the City Code of Ordinances. This clause is designed to complement Article III.

The person authorizing the waiving of these purchasing policies must notify the city commission of this decision within twenty-four (24) hours or within twenty-four (24) hours of the conclusion of the emergency situation.

**BUDGETARY IMPACT:** The City budgeted \$110,000 in the 2020/2021 FY Budget to replace the riser, pipe and valve on the South Tank.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

**PERSONNEL:** Water Plant Supervisor, Finance Director, City Engineer

**POLICY/REQUIREMENT FOR BOARD ACTION:** Approve the emergency expenditure and the waiver of the bidding process.

**IMPLEMENTATION/COORDINATION:** Water Plant Supervisor, Finance Director, City Engineer

#### Attachments

- Image of concerns

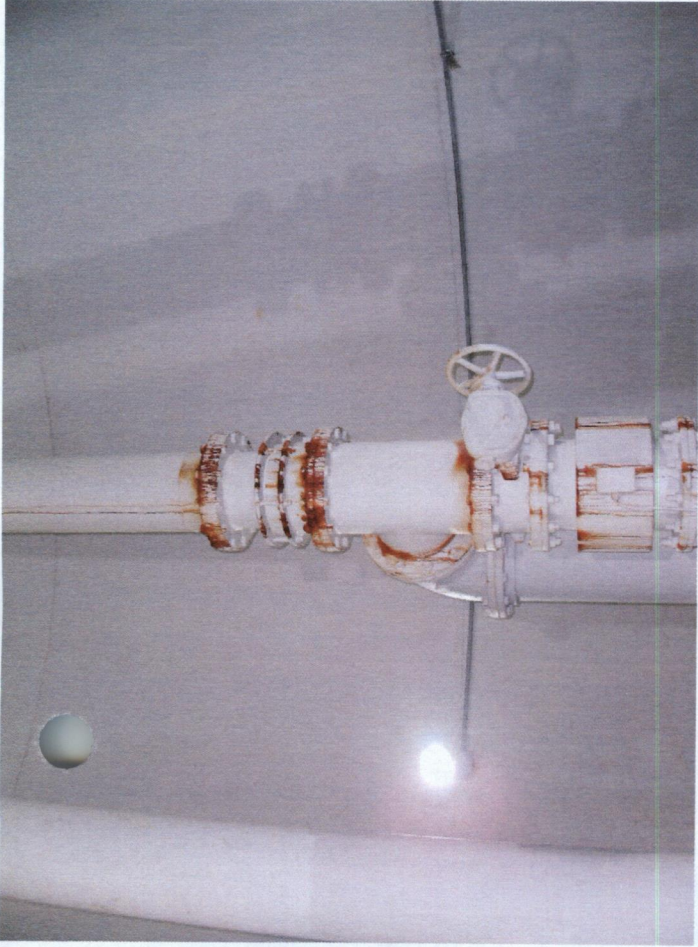




Old CL2 Injection Point



Old Altitude Valve



Riser with old meter

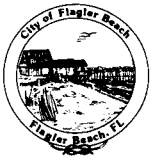


Old Clamp on Pipe





Clamp



## FLAGLER BEACH CITY COMMISSION

### City Manager's Report

Item No. 12

**Meeting Date:** September 24, 2020

**Issue:** The Gardens FDEP Potable Water and Sewer Collection System Permit Approval

**From:** Fred Griffith

**Organization:** City of Flagler Beach

---

**RECOMMENDATION:** To approve the Florida Department of Environmental Protection's Water and Sewer Permit Applications for the Gardens Development encompassing 335 residential units.

**BACKGROUND:**

This development within Flagler County is located immediately to the east side of John Anderson and south of our existing Wastewater Treatment Plant property has now applied to us for permits to connect to our existing utility systems. They have submitted design plans, and specifications that now meet all of our existing city standard potable water and sanitary sewer utility detail requirements.

We seek your approval at this time to approve our signing these two permit applications so that they may complete the permitting process thru the Florida Department of Environmental Protection and to commence construction.

Note: Their future connection to our possible future Reclaimed Water System has been duly noted and will need to be worked out and agreed to at a future date under a separate Utility Service Agreement that is currently under staff discussion and review.

**BUDGETARY IMPACT :** N/A

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

**PERSONNEL:** Engineering, and City Clerk

**POLICY/REQUIREMENT FOR BOARD ACTION:** N/A

**IMPLEMENTATION/COORDINATION:** Engineering, and City Clerk

**Attachments** FDEP Water and Sewer Permit Applications for the Gardens



# FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

## NOTIFICATION/APPLICATION FOR CONSTRUCTING A DOMESTIC WASTEWATER COLLECTION/TRANSMISSION SYSTEM

### PART I - GENERAL

#### Subpart A: Permit Application Type

Permit Application Type (mark one only)	EDUs Served	Application Fee*	"X"
Are you applying for an individual permit for a domestic wastewater collection/transmission system? Note: an EDU is equal to 3.5 persons. Criteria for an individual permit are contained in Rule 62-604.600(7), F.A.C.	≥ 10	\$500	<input checked="" type="checkbox"/>
	< 10	\$300	<input type="checkbox"/>
Is this a Notice of Intent to use the general permit for wastewater collection/transmission systems? Criteria for qualifying for a general permit are contained in Rule 62-604.600(6), F.A.C. Projects not meeting the criteria in Rule 62-604.600(6), F.A.C., must apply for an individual permit.	N/A	\$250	<input type="checkbox"/>

\*Note: Each non-contiguous project (i.e., projects that are not interconnected or are not located on adjacent streets or in the same neighborhood) requires a separate application and fee.

#### Subpart B: Instructions

- (1) This form shall be completed for all domestic wastewater collection/transmission system construction projects as follows:
  - If this is a Notice of Intent to use the general permit, this notification shall be submitted to the Department **at least 30 days prior to initiating construction.**
  - If this is an application for an individual permit, the permit must be obtained prior to initiating construction.
- (2) One copy of the completed form shall be submitted to the appropriate DEP district office or delegated local program along with the appropriate fee, and one copy of the following supporting documents. Checks should be made payable to the Florida Department of Environmental Protection, or the name of the appropriate delegated local program.
  - If this is a Notice of Intent to use the general permit, attach a site plan or sketch showing the size and approximate location of new or altered gravity sewers, pump stations and force mains; showing the approximate location of manholes and isolation valves; and showing how the proposed project ties into the existing or proposed wastewater facilities. The site plan or sketch shall be signed and sealed by a professional engineer registered in Florida.
  - If this is an application for an individual permit, one set of plans and specifications shall be submitted with this application, or alternatively, an engineering report shall be submitted. Plans and specifications and engineering reports shall be prepared in accordance with the applicable provisions of Chapters 10 and 20 of *Recommended Standards for Wastewater Facilities*. The plans and specifications or engineering report shall be signed and sealed by a Professional Engineer registered in Florida.
- (3) All information shall be typed or printed in ink. Where attached sheets (or other technical documentation) are utilized in lieu of the blank spaces provided, indicate appropriate cross-references on the form. For Items (1) through (4) of Part II of this application form, if an item is not applicable to your project, indicate "NA" in the appropriate space provided.

## PART II – PROJECT DOCUMENTATION

### (1) Collection/Transmission System Permittee

Name William G. Allen Title Manager  
 Company Name Palm Coast Intracoastal, LLC.  
 Address 3129 Springbank Lane  
 City Charlotte State NC Zip 28226  
 Telephone 386-259-1591 Fax \_\_\_\_\_ Email kenbelshe@yahoo.com

### (2) General Project Information

Project Name The Gardens  
 Location: County Flagler City Flagler Beach Section 13,14,38 Township 12S Range 31E  
 Project Description and Purpose (including pipe length, range of pipe diameter, total number of manholes, and total number of pump stations) Construct collection system to serve 355-unit residential subdivision  
 Project Materials: 533 LF of 8" PVC (DR-26) gravity, 19,610 LF of 10" PVC (DR-26) gravity, 2,951 LF of 6" (DR-18) Forcemain 4,949 LF of (DR-18) Forcemain, 63 Manholes, and 2 Lift Stations  
 Estimated date for: Start of construction within 6 months of approval Completion of construction within 12 mos. of commencement  
 Connections to existing system or treatment plant Upon approval from the City of Flagler Beach and FDEP

### (3) Project Capacity

A = Type of Unit	B = Number of Units	C = Population Per Unit	D = Total Population (Columns B x C)	E = Per Capita Flow	F = Total Average Daily Flow (Columns D x E)	G = Peak hour flow
Single-Family Home	335	3.0	1005	100	100,500 gpd	12,563 gph
Mobile Home						
Apartment						
Commercial, Institutional, or Industrial Facility*						
Total			1005		100,500 gpd	12,563 gph

\* Description of commercial, institutional, and industrial facilities and explanation of method used to estimate per capita flow for these facilities:

335 Units ADF =  $1005 \times 100 = 100,500$  gpd

Peak Hour Flow = (ADF)  $100,500 \times 3.0 = 301,500$  gpd/24hrs./d = 12,563 gph

### (4) Pump Station Data (attached additional sheets as necessary)

Location	Type	Estimated Flow to the Station (GPD)			Operating Conditions [GPM @ FT (TDH)]
		Maximum	Average	Minimum	
1A	Grundfos	29,280	36,600	43,920	210 GPM @ 110.1 TDH
2A	Grundfos	51,920	64,900	77,880	180 GPM @ 98.4 TDH

### (5) Collection/Transmission System Design Information

- A. This information must be completed for all projects by the applicant's professional engineer, and if applicable, those professional engineers in other disciplines who assisted with the design of the project.

If this project has been designed to comply with the standards and criteria listed below, the engineer shall initial in ink before the standards or criteria. If any of the standards or criteria do not apply to this project or if this project has not been designed to comply with the standards or criteria, mark "X" before the appropriate standard or criteria and provide an explanation, including any applicable rule references, in (5)B. below.

Note, if the project has not been designed in accordance with the standards and criteria set forth in Rules 62-604.400(1) and (2), F.A.C., an application for an individual permit shall be submitted. However, if Rules 62-604.400(1) and (2), F.A.C., specifically allow for another alternative that will result in an equivalent level of reliability and public health protection, the project can be constructed using the general permit.

#### General Requirements

PM

1. The project is designed based on an average daily flow of 100 gallons per capita plus wastewater flow from industrial plants and major institutional and commercial facilities unless water use data or other justification is used to better estimate the flow. The design includes an appropriate peaking factor, which covers I/I contributions and non-wastewater connections to those service lines. [RSWF 11.243]

PM

2. Procedures are specified for operation of the collection/transmission system during construction. [RSWF 20.15]

PM

3. The project is designed to be located on public right-of-ways, land owned by the permittee, or easements and to be located no closer than 100 feet from a public drinking water supply well and no closer than 75 feet from a private drinking water supply well; or documentation is provided in Part II.(5)B., showing that another alternative will result in an equivalent level of reliability and public health protection. [62-604.400(1)(b) and (c), F.A.C.]

PM

4. The project is designed with no physical connections between a public or private potable water supply system and a sewer or force main and with no water pipes passing through or coming into contact with any part of a sewer manhole. [RSWF 38.1 and 48.5]

PM

5. The project is designed to preclude the deliberate introduction of storm water, surface water, groundwater, roof runoff, subsurface drainage, swimming pool drainage, air conditioning system condensate water, non-contact cooling water except as provided by Rule 62-610.668(1), F.A.C., and sources of uncontaminated wastewater, except to augment the supply of reclaimed water in accordance with Rule 62-610.472(3)(c), F.A.C. [62-604.400(1)(d), F.A.C.]

PM

6. The project is designed so that all new or relocated, buried sewers and force mains, are located in accordance with the separation requirements from water mains and reclaimed water lines of Rules 62-604.400(2)(g)(h) and (i) and (3), F.A.C. Note, if the criteria of Rules 62-604.400(2)(g) 4. or (2)(i) 3., F.A.C., are used, describe in Part II.C. alternative construction features that will be provided to afford a similar level of reliability and public health protection. [62-604.400(2)(g), (h), and (i) and (3), F.A.C.]

#### Gravity Sewers

PM

7. The project is designed with no public gravity sewer conveying raw wastewater less than 8 inches in diameter. [RSWF 33.1]

PM

8. The design considers buoyancy of sewers, and appropriate construction techniques are specified to prevent flotation of the pipe where high groundwater conditions are anticipated. [RSWF 33.3]

PM

9. All sewers are designed with slopes to give mean velocities, when flowing full, of not less than 2.0 feet per second, based on Manning's formula using an "n" value of 0.013; or if it is not practicable to maintain these minimum slopes and the depth of flow will be 0.3 of the diameter or greater for design average flow, the owner of the system has been notified that additional sewer maintenance will be required. The pipe diameter and slope are selected to obtain the greatest practical velocities to minimize solids deposition problems. Oversized sewers are not specified to justify flatter slopes. [RSWF 33.41, 33.42, and 33.43]

PM

10. Sewers are designed with uniform slope between manholes. [RWSF 33.44]

X

11. Where velocities greater than 15 fps are designed, provisions to protect against displacement by erosion and impact are specified. [RSWF 33.45]

X

12. Sewers on 20% slopes or greater are designed to be anchored securely with concrete, or equal, anchors spaced as follows: not over 36 feet center to center on grades 20% and up to 35%; not over 24 feet center to center on grades 35% and up to 50%; and not over 16 feet center to center on grades 50% and over. [RSWF 33.46]



- PM 13. Sewers 24 inches or less are designed with straight alignment between manholes. Where curvilinear sewers are proposed for sewers greater than 24 inches, the design specifies compression joints; ASTM or specific pipe manufacturer's maximum allowable pipe joint deflection limits are not exceeded; and curvilinear sewers are limited to simple curves which start and end at manholes. [RSWF 33.5]
- PM 14. Suitable couplings complying with ASTM specifications are required for joining dissimilar materials. [RSWF 33.7]
- PM 15. Sewers are designed to prevent damage from superimposed loads. [RSWF 33.7]
- PM 16. Appropriate specifications for the pipe and methods of bedding and backfilling are provided so as not to damage the pipe or its joints, impede cleaning operations and future tapping, nor create excessive side fill pressures and ovalation of the pipe, nor seriously impair flow capacity. [RSWF 33.81]
- PM 17. Appropriate deflection tests are specified for all flexible pipe. Testing is required after the final backfill has been in place at least 30 days to permit stabilization of the soil-pipe system. Testing requirements specify: 1) no pipe shall exceed a deflection of 5%; 2) using a rigid ball or mandrel for the deflection test with a diameter not less than 95% of the base inside diameter or average inside diameter of the pipe, depending on which is specified in the ASTM specification, including the appendix, to which the pipe is manufactured; and 3) performing the test without mechanical pulling devices. [RSWF 33.85]
- PM 18. Leakage tests are specified requiring that: 1) the leakage exfiltration or infiltration does not exceed 200 gallons per inch of pipe diameter per mile per day for any section of the system; 2) exfiltration or infiltration tests be performed with a minimum positive head of 2 feet; and 3) air tests, as a minimum, conform to the test procedure described in ASTM C-828 for clay pipe, ASTM C 924 for concrete pipe, ASTM F-1417 for plastic pipe, and for other materials appropriate test procedures. [RSWF 33.93, 33.94, and 33.95]
- X 19. If an inverted siphon is proposed, documentation of its need is provided in Part II.C. Inverted siphons are designed with: 1) at least two barrels; 2) a minimum pipe size of 6 inches; 3) necessary appurtenances for maintenance, convenient flushing, and cleaning equipment; and 4) inlet and discharge structures having adequate clearances for cleaning equipment, inspection, and flushing. Design provides sufficient head and appropriate pipe sizes to secure velocities of at least 3.0 fps for design average flows. The inlet and outlet are designed so that the design average flow may be diverted to one barrel, and that either barrel may be cut out of service for cleaning. [RSWF 35]

#### Manholes

- PM 20. The project is designed with manholes at the end of each line; at all changes in grade, size, or alignment; at all intersections; and at distances not greater than 400 feet for sewers 15 inches or less and 500 feet for sewers 18 inches to 30 inches, except in the case where adequate modern cleaning equipment is available at distances not greater than 600 feet. [RSWF 34.1]
- X 21. Design requires drop pipes to be provided for sewers entering manholes at elevations of 24 inches or more above the manhole invert. Where the difference in elevation between the incoming sewer and the manhole invert is less than 24 inches, the invert is designed with a fillet to prevent solids deposition. Inside drop connections (when necessary) are designed to be secured to the interior wall of the manhole and provide access for cleaning. Design requires the entire outside drop connection be encased in concrete. [RSWF 34.2]
- PM 22. Manholes are designed with a minimum diameter of 48 inches and a minimum access diameter of 22 inches. [RSWF 34.3]
- PM 23. Design requires that a bench be provided on each side of any manhole channel when the pipe diameter(s) are less than the manhole diameter and that no lateral sewer, service connection, or drop manhole pipe discharges onto the surface of the bench. [RSWF 34.5]
- PM 24. Design requires: 1) manhole lift holes and grade adjustment rings be sealed with non-shrinking mortar or other appropriate material; 2) inlet and outlet pipes be joined to the manhole with a gasketed flexible watertight connection or another watertight connection arrangement that allows differential settlement of the pipe and manhole wall; and 3) watertight manhole covers be used wherever the manhole tops may be flooded by street runoff or high water. [RSWF 34.6]
- PM 25. Manhole inspection and testing for watertightness or damage prior to placing into service are specified. Air testing, if specified for concrete sewer manholes, conforms to the test procedures described in ASTM C-1244. [RSWF 34.7]
- X 26. Electrical equipment specified for use in manholes is consistent with Item 46 of this checklist. [RSWF 34.9]



### Stream Crossings

- X 27. Sewers and force mains entering or crossing streams are designed to be constructed of ductile iron pipe with mechanical joints or so they will remain watertight and free from changes in alignment or grade. Appropriate materials which will not readily erode, cause siltation, damage pipe during placement, or corrode the pipe are specified to backfill the trench. [RSWF 36.21 and 48.5]
- X 28. Stream crossings are designed to incorporate valves or other flow regulating devices (which may include pump stations) on the shoreline or at such distances from the shoreline to prevent discharge in the event the line is damaged. [62-604.400(2)(k)5., F.A.C.]
- X 29. Sewers and force mains entering or crossing streams are designed at a sufficient depth below the natural bottom of the stream bed to protect the line. At a minimum, the project is designed with subaqueous lines to be buried at least three feet below the design or actual bottom, whichever is deeper, of a canal and other dredged waterway or the natural bottom of streams, rivers, estuaries, bays, and other natural water bodies; or if it is not practicable to design the project with less than three-foot minimum cover, alternative construction features (e.g. a concrete cap, sleeve, or some other properly engineered device to insure adequate protection of the line) are described in Part II.C. [62-604.400(2)(k)1., F.A.C., and RSWF 36.11]
- X 30. Specifications require permanent warning signs be placed on the banks of canals, streams, and rivers clearly identifying the nature and location (including depths below design or natural bottom) of subaqueous crossings and suitably fixed signs be placed at the shore, for subaqueous crossings of lakes, bays, and other large bodies of water, and in any area where anchoring is normally expected. [62-604.400(2)(k)2., F.A.C.]
- X 31. Provisions for testing the integrity of subaqueous lines are specified. [62-604.400(2)(k)4., F.A.C.]
- X 32. Supports are designed for all joints in pipes utilized for aerial crossings and to prevent overturning and settlement. Expansion jointing is specified between above ground and below ground sewers and force mains. The design considers the impact of floodwaters and debris. [RSWF 37 and 48.5]
- X 33. Aerial crossings are designed to maintain existing or required navigational capabilities within the waterway and to reserve riparian rights of adjacent property owners. [62-604.400(2)(k)3., F.A.C.]

### Pump Stations

- PM 34. In areas with high water tables, pump stations are designed to withstand flotation forces when empty. When siting the pump station, the design considers the potential for damage or interruption of operation because of flooding. Pump station structures and electrical and mechanical equipment are designed to be protected from physical damage by the 100-year flood. Pump stations are designed to remain fully operational and accessible during the 25-year flood unless lesser flood levels are appropriate based on local considerations, but not less than the 10-year flood. [62-604.400(2)(e), F.A.C.]
- PM 35. Pump stations are designed to be readily accessible by maintenance vehicles during all weather conditions. [RSWF 41.2]
- PM 36. Wet well and pump station piping is designed to avoid operational problems from the accumulation of grit. [RSWF 41.3]
- X 37. Dry wells, including their superstructure, are designed to be completely separated from the wet well. Common walls are designed to be gas tight. [RSWF 42.21]
- PM 38. The design includes provisions to facilitate removing pumps, motors, and other mechanical and electrical equipment. [RSWF 42.22]

- PM 39. The design includes provisions for: 1) suitable and safe means of access for persons wearing self-contained breathing apparatus are provided to dry wells, and to wet wells; 2) stairway access to wet wells more than 4 feet deep containing either bar screens or mechanical equipment requiring inspection or maintenance; 3) for built-in-place pump stations, a stairway to the dry well with rest landings at vertical intervals not to exceed 12 feet; 4) for factory-built pump stations over 15 feet deep, a rigidly fixed landing at vertical intervals not to exceed 10 feet unless a manlift or elevator is provided; and 5) where a landing is used, a suitable and rigidly fixed barrier to prevent an individual from falling past the intermediate landing to a lower level. If a manlift or elevator is provided, emergency access is included in the design. [RSWF 42.23]
- PM 40. Specified construction materials are appropriate under conditions of exposure to hydrogen sulfide and other corrosive gases, greases, oils, and other constituents frequently present in wastewater. [RSWF 42.25]
- PM 41. Except for low-pressure grinder or STEP systems, multiple pumps are specified, and each pump has an individual intake. Where only two units are specified, they are of the same size. Specified units have capacity such that, with any unit out of service, the remaining units will have capacity to handle the design peak hourly flow. [RSWF 42.31 and 42.36]
- X 42. Bar racks are specified for pumps handling wastewater from 30 inch or larger diameter sewers. Where a bar rack is specified, a mechanical hoist is also provided. The design includes provisions for appropriate protection from clogging for small pump stations. [RSWF 42.322]
- PM 43. Pumps handling raw wastewater are designed to pass spheres of at least 3 inches in diameter. Pump suction and discharge openings are designed to be at least 4 inches in diameter. [RSWF 42.33] (Note, this provision is not applicable to grinder pumps.)
- PM 44. The design requires pumps be placed such that under normal operating conditions they will operate under a positive suction head, unless pumps are suction-lift pumps. [RSWF 42.34]
- PM 45. The design requires: 1) pump stations be protected from lightning and transient voltage surges; and 2) pump stations be equipped with lighting arrestors, surge capacitors, or other similar protection devices and phase protection. Note, pump stations serving a single building are not required to provide surge protection devices if not necessary to protect the pump station. [62-604.400(2)(b), F.A.C.]
- PM 46. The design requires 1) electrical systems and components (e.g., motors, lights, cables, conduits, switch boxes, control circuits, etc.) in raw wastewater wet wells, or in enclosed or partially enclosed spaces where hazardous concentrations of flammable gases or vapors may be present, comply with the National Electrical Code requirements for Class I Group D, Division 1 locations; 2) electrical equipment located in wet wells be suitable for use under corrosive conditions; 3) each flexible cable be provided with a watertight seal and separate strain relief; 4) a fused disconnect switch located above ground be provided for the main power feed for all pump stations; 5) electrical equipment exposed to weather to meet the requirements of weatherproof equipment NEMA 3R or 4; 6) a 110 volt power receptacle to facilitate maintenance be provided inside the control panel for pump stations that have control panels outdoors; and 7) ground fault interruption protection be provided for all outdoor outlets. [RSWF 42.35]
- X 47. The design requires a sump pump equipped with dual check valves be provided in dry wells to remove leakage or drainage with discharge above the maximum high water level of the wet well. [RSWF 42.37]
- PM 48. Pump station design capacities are based on the peak hourly flow and are adequate to maintain a minimum velocity of 2 feet per second in the force main. [RSWF 42.38]
- PM 49. The design includes provisions to automatically alternate the pumps in use. [RSWF 42.4]
- PM 50. The design requires: 1) suitable shutoff valves be placed on the suction line of dry pit pumps; 2) suitable shutoff and check valves be placed on the discharge line of each pump (except on screw pumps); 3) a check valve be located between the shutoff valve and the pump; 4) check valves be suitable for the material being handled; 5) check valves be placed on the horizontal portion of discharge piping (except for ball checks, which may be placed in the vertical run); 6) all valves be capable of withstanding normal pressure and water hammer; and 7) all shutoff and check valves be operable from the floor level and accessible for maintenance. [RSWF 42.5]
- PM 51. The effective volume of wet wells is based on design average flows and a filling time not to exceed 30 minutes unless the facility is designed to provide flow equalization. The pump manufacturer's duty cycle recommendations were utilized in selecting the minimum cycle time. [RSWF 42.62]
- PM 52. The design requires wet well floors have a minimum slope of 1 to 1 to the hopper bottom and the horizontal area of hopper bottoms be no greater than necessary for proper installation and function of the inlet. [RSWF 42.63]

- PM
- X
- X
- X
- X
- X
- X
- PM
- PM
- PM
- PM
- PM
53. For covered wet wells, the design provides for air displacement to the atmosphere, such as an inverted "j" tube or other means. [RSWF 42.64]
  54. The design provides for adequate ventilation all pump stations; mechanical ventilation where the dry well is below the ground surface; permanently installed ventilation if screens or mechanical equipment requiring maintenance or inspection are located in the wet well. Pump stations are designed with no interconnection between the wet well and dry well ventilation systems. [RSWF 42.71]
  55. The design requires all intermittently operated ventilation equipment to be interconnected with the respective pit lighting system and the manual lighting/ventilation switch to override the automatic controls. [RSWF 42.73]
  56. The design requires the fan wheels of ventilation systems be fabricated from non-sparking material and automatic heating and dehumidification equipment be provided in all dry wells. [RSWF 42.74]
  57. If wet well ventilation is continuous, design provides for at least 12 complete 100% fresh air changes per hour; if wet well ventilation is intermittent, design provides for at least 30 complete 100% fresh air changes per hour; and design requires air to be forced into wet wells by mechanical means rather than solely exhausted from the wet well. [RSWF 42.75]
  58. If dry well ventilation is continuous, design provides at least 6 complete 100% fresh air changes per hour; and dry well ventilation is intermittent, design provides for at least 30 complete 100% fresh air changes per hour, unless a system of two speed ventilation with an initial ventilation rate of 30 changes per hour for 10 minutes and automatic switch over to 6 changes per hour is used to conserve heat. [RSWF 42.76]
  59. Pump stations are designed and located on the site to minimize adverse effects from odors, noise, and lighting. [62-604.400(2)(c), F.A.C.]
  60. The design requires pump stations be enclosed with a fence or otherwise designed with appropriate features to discourage the entry of animals and unauthorized persons. Posting of an unobstructed sign made of durable weather resistant material at a location visible to the public with a telephone number for a point of contact in case of emergency is specified. [62-604.400(2)(d), F.A.C.]
  61. The design requires suitable devices for measuring wastewater flow at all pump stations. Indicating, totalizing, and recording flow measurement are specified for pump stations with a 1200 gpm or greater design peak flow. [RSWF 42.8]
  62. The project is designed with no physical connections between any potable water supplies and pump stations. If a potable water supply is brought to a station, reduced-pressure principle backflow-prevention assemblies are specified. [RSWF 42.9 and 62-555.30(4), F.A.C.]

Additional Items to be Completed for Suction-Lift Pump Stations

- X
- X
63. The design requires all suction-lift pumps to be either self-priming or vacuum-priming and the combined total of dynamic suction-lift at the "pump off" elevation and required net positive suction head at design operating conditions not to exceed 22 feet. For self-priming pumps, the design requires: 1) pumps be capable of rapid priming and repriming at the "lead pump on" elevation with self-priming and repriming accomplished automatically under design operating conditions; 2) suction piping not to exceed the size of the pump suction or 25 feet in total length; and 3) priming lift at the "lead pump on" elevation to include a safety factor of at least 4 feet from the maximum allowable priming lift for the specific equipment at design operating conditions. For vacuum-priming pump stations, the design requires dual vacuum pumps capable of automatically and completely removing air from the suction-lift pumps and the vacuum pumps be adequately protected from damage due to wastewater. [RSWF 43.1]
  64. The design requires: 1) suction-lift pump equipment compartments to be above grade or offset and to be effectively isolated from the wet well to prevent a hazardous and corrosive sewer atmosphere from entering the equipment compartment; 2) wet well access not to be through the equipment compartment and to be at least 24 inches in diameter; 3) gasketed replacement plates be provided to cover the opening to the wet well for pump units to be removed for service; and 4) no valving be located in the wet well. [RSWF 43.2]

#### Additional Items to be Completed for Submersible Pump Stations

- PM 65. Submersible pumps and motors are designed specifically for raw wastewater use, including totally submerged operation during a portion of each pump cycle and to meet the requirements of the National Electrical Code for such units. Provisions for detecting shaft seal failure or potential seal failure are included in the design. [RSWF 44.1]
- PM 66. The design requires submersible pumps be readily removable and replaceable without dewatering the wet well or disconnecting any piping in the wet well. [RSWF 44.2]
- PM 67. In submersible pump stations, electrical supply, control, and alarm circuits are designed to provide strain relief; to allow disconnection from outside the wet well; and to protect terminals and connectors from corrosion by location outside the wet well or through use of watertight seals. [RSWF 44.31]
- PM 68. In submersible pump stations, the design requires the motor control center to be located outside the wet well, readily accessible, and protected by a conduit seal or other appropriate measures meeting the requirements of the National Electrical Code, to prevent the atmosphere of the wet well from gaining access to the control center. If a seal is specified, the motor can be removed and electrically disconnected without disturbing the seal. The design requires control equipment exposed to weather to meet the requirements of weatherproof equipment NEMA 3R or 4. [RSWF 44.32]
- PM 69. In submersible pump stations, the design requires: 1) pump motor power cords be flexible and serviceable under conditions of extra hard usage and to meet the requirements of the National Electrical Code standards for flexible cords in wastewater pump stations; 2) ground fault interruption protection be used to de-energize the circuit in the event of any failure in the electrical integrity of the cable; and 3) power cord terminal fittings be corrosion-resistant and constructed in a manner to prevent the entry of moisture into the cable, provided with strain relief appurtenances, and designed to facilitate field connecting. [RSWF 44.33]
- PM 70. In submersible pump stations, the design requires all shut-off and check valves be located in a separate valve pit. Provisions to remove or drain accumulated water from the valve pit are included in the design. [RSWF 44.4]

#### Emergency Operations for Pump Stations

- PM 71. Pump stations are designed with an alarm system which activates in cases of power failure, sump pump failure, pump failure, unauthorized entry, or any cause of pump station malfunction. Pump station alarms are designed to be telemetered to a facility that is manned 24 hours a day. If such a facility is not available and a 24-hour holding capacity is not provided, the alarm is designed to be telemetered to utility offices during normal working hours and to the home of the responsible person(s) in charge of the lift station during off-duty hours. Note, if an audio-visual alarm system with a self-contained power supply is provided in lieu of a telemetered system, documentation is provided in Part II.C. showing an equivalent level of reliability and public health protection. [RSWF 45]
- PM 72. The design requires emergency pumping capability be provided for all pump stations. For pump stations that receive flow from one or more pump stations through a force main or pump stations discharging through pipes 12 inches or larger, the design requires uninterrupted pumping capability be provided, including an in-place emergency generator. Where portable pumping and/or generating equipment or manual transfer is used, the design includes sufficient storage capacity with an alarm system to allow time for detection of pump station failure and transportation and connection of emergency equipment. [62-604.400(2)(a)1. and 2., F.A.C., and RSWF 46.423 and 46.433]
- PM 73. The design requires: 1) emergency standby systems to have sufficient capacity to start up and maintain the total rated running capacity of the station, including lighting, ventilation, and other auxiliary equipment necessary for safety and proper operation; 2) special sequencing controls be provided to start pump motors unless the generating equipment has capacity to start all pumps simultaneously with auxiliary equipment operating; 3) a riser from the force main with rapid connection capabilities and appropriate valving be provided for all pump stations to hook up portable pumps; and 4) all pump station reliability design features be compatible with the available temporary service power generating and pumping equipment of the authority responsible for operation and maintenance of the collection/transmission system. [62-604.400(2)(a)3., F.A.C., and RSWF 46.431]
- PM 74. The design provides for emergency equipment to be protected from operation conditions that would result in damage to the equipment and from damage at the restoration of regular electrical power. [RSWF 46.411, 46.417, and 46.432]

- X 75. For permanently-installed internal combustion engines, underground fuel storage and piping facilities are designed in accordance with applicable state and federal regulations; and the design requires engines to be located above grade with adequate ventilation of fuel vapors and exhaust gases. [RSWF 46.414 and 46.415]
- X 76. For permanently-installed or portable engine-driven pumps are used, the design includes provisions for manual start-up. [RSWF 46.422]
- X 77. Where independent substations are used for emergency power, each separate substation and its associated transmission lines is designed to be capable of starting and operating the pump station at its rated capacity. [RSWF 46.44]

#### Force Mains

- PM 78. Force mains are designed to maintain, at design pumping rates, a cleansing velocity of at least 2 feet per second. The minimum force main diameter specified for raw wastewater is not less than 4 inches. [RSWF 48.1]
- PM 79. The design requires: 1) branches of intersecting force mains be provided with appropriate valves such that one branch may be shut down for maintenance and repair without interrupting the flow of other branches; and 2) stubouts on force mains, placed in anticipation of future connections, be equipped with a valve to allow such connection without interruption of service. [62-604.400(2)(f), F.A.C.]
- PM 80. The design requires air relief valves be placed at high points in the force main to prevent air locking. [RSWF 48.2]
- PM 81. Specified force main pipe and joints are equal to water main strength materials suitable for design conditions. The force main, reaction blocking, and station piping are designed to withstand water hammer pressures and stresses associated with the cycling of wastewater pump stations. [RSWF 48.4]
- PM 82. When the Hazen and Williams formula is used to calculate friction losses through force mains, the value for "C" is 100 for unlined iron or steel pipe for design. For other smooth pipe materials, such as PVC, polyethylene, lined ductile iron, the value for C does not exceed 120 for design. [RSWF 48.61]
- PM 83. Where force mains are constructed of material, which might cause the force main to be confused with potable water mains, specifications require the force main to be clearly identified. [RSWF 48.7]
- PM 84. Leakage tests for force mains are specified including testing methods and leakage limits. [RSWF 48.8]

\*RSWF = *Recommended Standards for Wastewater Facilities* (1997) as adopted by rule 62-604.300(5)(c), F.A.C.

B. Explanation for Requirements or Standards Marked "X" in II(5)A. Above (Attach additional sheets if necessary):

See attached sheet for explanations.

### PART III - CERTIFICATIONS

#### (1) Collection/Transmission System Permittee

I, the undersigned owner or authorized representative\* of Palm Coast Intracoastal, LLC.  
 am fully aware that the statements made in this application for a construction permit are true, correct and complete to the best of my knowledge and belief. I agree to retain the design engineer or another professional engineer registered in Florida, to conduct on-site observation of construction, to prepare a certification of completion of construction, and to review record drawings for adequacy. Further, I agree to provide an appropriate operation and maintenance manual for the facilities pursuant to Rule 62-604.500(4), F.A.C., and to retain a professional engineer registered in Florida to examine (or to prepare if desired) the manual. I am fully aware that Department approval must be obtained before this project is placed into service for any purpose other than testing for leaks and testing equipment operation.

Signed William G. Allen  
 Name William G. Allen

Date 7-28-2020  
 Title Manager

\*Attach a letter of authorization.

(2) Owner of Collection/Transmission System

I, the undersigned owner or authorized representative\* of City of Flagler Beach certify that we will be the Owner of this project after it is placed into service. I agree that we will operate and maintain this project in a manner that will comply with applicable Department rules. Also, I agree that we will promptly notify the Department if we sell or legally transfer ownership of this project.

Signed \_\_\_\_\_ Date \_\_\_\_\_  
Name Fred Griffith, P.E. Title Public Works Director/City Engineer  
Company Name City of Flagler Beach  
Address 105 S. 2<sup>nd</sup> Street  
City Flagler Beach State FL Zip 32136  
Telephone 386-517-2000 Ext 243 Fax \_\_\_\_\_ Email fgriffith@cityofflaglerbeach.com

\* Attach a letter of authorization.

(3) Wastewater Facility Serving Collection/Transmission System\*\*

If this is a Notice of Intent to use a general permit, check here:

- ☐ The undersigned owner or authorized representative\* of the \_\_\_\_\_ wastewater facility hereby certifies that the above referenced facility has the capacity to receive the wastewater generated by the proposed collection system; is in compliance with the capacity analysis report requirements of Rule 62-600.405, F.A.C.; is not under a Department order associated with effluent violations or the ability to treat wastewater adequately; and will provide the necessary treatment and disposal as required by Chapter 403, F.S., and applicable Department rules.

If this is an application for an individual permit, check one:

- ☒ The undersigned owner or authorized representative\* of the City of Flagler Beach wastewater facility hereby certifies that the above referenced facility has and will have adequate reserve capacity to accept the flow from this project and will provide the necessary treatment and disposal as required by Chapter 403, F.S., and applicable Department rules.
- ☐ The undersigned owner or authorized representative\* of the \_\_\_\_\_ wastewater facility hereby certifies that the above referenced facility currently does not have, but will have prior to placing the proposed project into operation, adequate reserve capacity to accept the flow from this project and will provide the necessary treatment and disposal as required by Chapter 403, F.S., and applicable Department rules.

Name of Treatment Plant Serving Project \_\_\_\_\_

County Flagler City \_\_\_\_\_  
DEP permit number FL Expiration Date \_\_\_\_\_  
Maximum monthly average daily flow over the last 12 month period \_\_\_\_\_ MGD Month(s) used \_\_\_\_\_  
Maximum three-month average daily flow over the last 12 month period \_\_\_\_\_ MGD Month(s) used \_\_\_\_\_  
Current permitted capacity \_\_\_\_\_ MGD ☒ AADF ☐ MADF ☐ TMADF  
Current outstanding flow commitments (including this project) against treatment plant capacity: \_\_\_\_\_

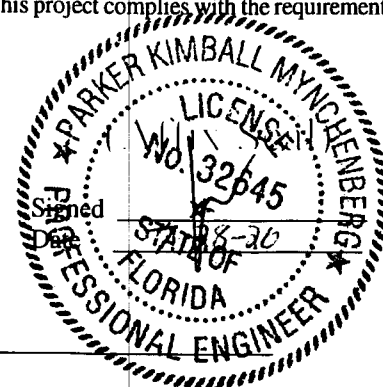
Signed \_\_\_\_\_ Date \_\_\_\_\_  
Name Fred Griffith, P.E. Title Public Works Director/City Engineer  
Address 105 S. 2<sup>nd</sup> Street  
City Flagler Beach State FL Zip 32136  
Telephone 386-517-2000 Ext 243 Fax \_\_\_\_\_ Email fgriffith@cityofflaglerbeach.com

\* Attach a letter of authorization.

\*\* If there is an intermediate collection system, a letter shall be attached certifying that the intermediate downstream collection system has adequate reserve capacity to accept the flow from this project.

(4) Professional Engineer Registered in Florida

I, the undersigned professional engineer registered in Florida, certify that I am in responsible charge of the preparation and production of engineering documents for this project; that plans and specifications for this project have been completed; that I have expertise in the design of wastewater collection/transmission systems; and that, to the best of my knowledge and belief, the engineering design for this project complies with the requirements of Chapter 62-604, F.A.C.



Name Parker Mynchenberg, P.E., R.L.A. Florida Registration No. 32645  
Company Name Parker Mynchenberg & Associates, Inc.  
Address 1729 Ridgewood Avenue  
City Holly Hill State FL Zip 32117  
Telephone 386-677-6891 F 386-677-2114 Email info@parkermynchenberg.com  
Portion of Project for Which 100% sbuswell@parkermynchenberg.com

(Affix Seal)

Signed \_\_\_\_\_  
Date \_\_\_\_\_

Name \_\_\_\_\_ Florida Registration No. \_\_\_\_\_  
Company Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Telephone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_  
Portion of Project for Which Responsible \_\_\_\_\_

(Affix Seal)

Signed \_\_\_\_\_  
Date \_\_\_\_\_

Name \_\_\_\_\_ Florida Registration No. \_\_\_\_\_  
Company Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Telephone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_  
Portion of Project for Which Responsible \_\_\_\_\_

B. Explanations for Requirements or Standards Marked "X" in II(5)A.  
(for Submersible Pump)

Permit Application: **The Gardens**

Permittee: **Palm Coast Intracoastal, LLC.**

- 11: Velocities will not exceed 15 fps.
- 12: Sewer slopes do not exceed 20%.
- 19: No inverted siphon is proposed.
- 21: No Drop Manholes.
- 26: No electrical equipment is proposed within the manholes.
- 27-33: No stream crossings are proposed.
- 37: No dry wells are proposed.
- 42: Maximum sewer proposed is 8".
- 47: No dry wells are proposed.
- 54-55: No dry wells are proposed.
- 56-57: No mechanical ventilation system is proposed.
- 58: No dry wells are proposed.
- 63-64: Submersible pump station is proposed.
- 75-77: No combustion engines or separate substations are proposed.





## NOTICE OF INTENT TO USE THE GENERAL PERMIT FOR CONSTRUCTION OF WATER MAIN EXTENSIONS FOR PWSs

**INSTRUCTIONS:** This notice shall be completed and submitted by persons proposing to construct projects permitted under the "General Permit for Construction of Water Main Extensions for Public Water Systems" in Rule 62-555.405, F.A.C. AT LEAST 30 DAYS BEFORE BEGINNING CONSTRUCTION OF A WATER MAIN EXTENSION PROJECT, complete and submit one copy of this notice to the appropriate Department of Environmental Protection (DEP) District Office or Approved County Health Department (ACHD) along with payment of the proper permit processing fee. (When completed, Part II of this notice serves as the preliminary design report for a water main extension project, and thus, it is unnecessary to submit a separate preliminary design report or drawings, specifications, and design data with this notice.) All information provided in this notice shall be typed or printed in ink. The DEP permit processing fee for projects requiring the services of a professional engineer during design is \$650, and the DEP permit processing fee for projects not requiring the services of a professional engineer during design is \$500.\* Some ACHDs charge a county

permit processing fee in addition to the DEP permit processing fee. Checks for permit processing fees shall be made payable to the Department of Environmental Protection or the appropriate ACHD. NOTE THAT A SEPARATE NOTIFICATION AND A SEPARATE PERMIT PROCESSING FEE ARE REQUIRED FOR EACH NON-CONTIGUOUS PROJECT.†

\* Except as noted in paragraphs 62-555.520(3)(a) and (b), F.A.C., projects shall be designed under the responsible charge of one or more professional engineers licensed in Florida.

† Non-contiguous projects are projects that are neither interconnected nor located nearby one another (i.e., on the same site, on adjacent streets, or in the same neighborhood).

### I. General Project Information

A. Name of Project: The Gardens

B. Description of Project and Its Purpose: Construct potable water system to serve 335-unit residential subdivision

Project Materials: 7,700 LF of 10" PVC (DR-18) (C-900) watermain, 11,874 LF of 8" PVC (DR-18) (C-900) watermain, 610 LF of 4" PVC

C. Location of Project

1. County Where Project Located: Flagler

2. Description of Project Location: South of SR100 on the east side of John Anderson Dr. in unincorporated Flagler County

D. Estimate of Cost to Construct Project: \$350,000

E. Estimate of Dates for Starting and Completing Construction of Project: Construction to commence within 6 months of receipt of permit, to be completed within 12 months of commencement of construction; to be connected upon City of Flagler Beach and FDEP

F. Permittee

PWS/Company Name:		PWS Identification No.:*	
PWS Type: *	<input type="checkbox"/> Community <input type="checkbox"/> Non-Transient Non-Community <input type="checkbox"/> Transient Non-Community <input type="checkbox"/> Consecutive		
PWS Owner: <u>Palm Coast Intracoastal, LLC.</u>			
Contact Person: <u>William G. Allen</u>		Contact Person's Title: <u>Manager</u>	
Contact Person's Mailing Address: <u>3129 Springbank Lane</u>			
City: <u>Charlotte</u>		State: <u>NC</u>	Zip Code: <u>28226</u>
Contact Person's Telephone Number: <u>386-259-1591</u>		Contact Person's Fax Number:	
Contact Person's E-Mail Address: <u>kenbelshe@yahoo.com</u>			

\* This information is required only if the applicant is a public water system (PWS).

G. Public Water System (PWS) Supplying Water to Project

PWS Name:		PWS Identification No.:	
PWS Type:	<input checked="" type="checkbox"/> Community <input type="checkbox"/> Non-Transient Non-Community <input type="checkbox"/> Transient Non-Community <input type="checkbox"/> Consecutive		
PWS Owner: <u>City of Flagler Beach</u>			
Contact Person: <u>Fred Griffith, P.E.</u>		Contact Person's Title: <u>Public Works Director/City Engineer</u>	
Contact Person's Mailing Address: <u>105 S. 2<sup>nd</sup> Street</u>			
City: <u>Flagler Beach</u>		State: <u>FL</u>	Zip Code: <u>32136</u>
Contact Person's Telephone Number: <u>386-517-2000 Ext. 243</u>		Contact Person's Fax Number:	
Contact Person's E-Mail Address: <u>fgriffith@cityofflaglerbeach.com</u>			

# NOTICE OF INTENT TO USE THE GENERAL PERMIT FOR CONSTRUCTION OF WATER MAIN EXTENSIONS FOR PWSs

Project Name: The Gardens	Permittee: Palm Coast Intracoastal, LLC.
---------------------------	------------------------------------------

**H. Public Water System (PWS) that Will Own Project After It Is Placed into Permanent Operation**

PWS Name:		PWS Identification No.:*	
PWS Type: * <input checked="" type="checkbox"/> Community <input type="checkbox"/> Non-Transient Non-Community <input type="checkbox"/> Transient Non-Community <input type="checkbox"/> Consecutive			
PWS Owner: City of Flagler Beach			
Contact Person: Fred Griffith, P.E.		Contact Person's Title: Public Works Director/City Engineer	
Contact Person's Mailing Address: 105 S. 2 <sup>nd</sup> Street			
City: Flagler Beach		State: FL	Zip Code: 32136
Contact Person's Telephone Number: 386-671-8825		Contact Person's Fax Number:	
Contact Person's E-Mail Address: fgriffith@cityofflaglerbeach.com			

\* This information is required only if the owner/operator is an existing PWS.

**I. Professional Engineer(s) or Other Person(s) in Responsible Charge of Designing Project\***

Company Name: Parker Mynchenberg & Associates, Inc.		
Designer(s): Parker Mynchenberg, P.E., R.L.A.		Title(s) of Designer(s): President
Qualifications of Designer(s):		
<input checked="" type="checkbox"/> Professional Engineer(s) Licensed in Florida – License Number(s): 32645		
<input type="checkbox"/> Public Officer(s) Employed by State, County, Municipal, or Other Governmental Unit of State†		
<input type="checkbox"/> Plumbing Contractor(s) Licensed in Florida – License Number(s):^		
Mailing Address of Designer(s): 1729 Ridgewood Avenue		
City: Holly Hill		State: FL Zip Code: 32117
Telephone Number of Designer(s): (386) 677-6891		Fax Number of Designer(s): (386) 677-2114
E-Mail Address(es) of Designer(s): info@parkermynchenberg.com; sbuswell@parkermynchenberg.com		

\* Except as noted in paragraphs 62-555.520(3)(a) and (b), F.A.C., projects shall be designed under the responsible charge of one or more professional engineers licensed in Florida.

† Attach a detailed construction cost estimate showing that the cost to construct this project is \$10,000 or less.

^ Attach documentation showing that this project will be installed by the plumbing contractor(s) designing this project, documentation showing that this project involves a public water system serving a single property and fewer than 250 fixture units, and a detailed construction cost estimate showing that the cost to construct this project is \$50,000 or less.

## II. Preliminary Design Report for Project\*

**A. Service Area, Water Use, and Service Pressure Information**

1. Design Type and Number of Service Connections, and Average Daily Water Demands and Maximum-Day Water Demands, in the Entire Area to Be Served by the Water Mains Being Constructed Under this Project:

A = Type of Service Connection	B = Number of Service Connections	C = Average Daily Water Demand Per Service Connection, gpd	D = Total Average Daily Water Demand <sup>a</sup> , gpd (Columns BxC for Residential Service Connections)	E = Total Maximum-Day Water Demand <sup>b</sup> , gpd
Single-Family Home	335	300	100,500	301,500
Mobile Home				
Apartment				
Commercial, Institutional, or Industrial Facility				
Total	335		100,500	301,500

- a. Description of Commercial, Institutional, or Industrial Facilities and Explanation of Method(s) Used to Estimate Average Daily Water Demand for These Facilities:

Single Family: 300 gpd/ERC

- b. Explanation of Peaking Factor(s) or Method(s) Used to Estimate Maximum-Day Water Demand:

Peaking Factor = 3.0 (typical)

Total Maximum-Day Water Demand = Total Average Daily Water Demand x 3.0 (Peaking Factor)

# NOTICE OF INTENT TO USE THE GENERAL PERMIT FOR CONSTRUCTION OF WATER MAIN EXTENSIONS FOR PWSs

Project Name: The Gardens	Permittee: Palm Coast Intracoastal, LLC.
---------------------------	------------------------------------------

2. Explanation of Peaking Factor(s) or Method(s) Used to Estimate Design Peak-Hour Water Demand and, for Small Water Systems that Use Hydropneumatic Tanks or that Are Not Designed to Provide Fire Protection, Peak Instantaneous Water Demand:

Peak-Hour Water Demand = Fire-Flow Rate = 1,000 gpm = 60,000 gph

3. Design Fire-Flow Rate and Duration:

1,000 gpm for two hours

4. Design Service Pressure Range:

40-60 psi

## B. Project Site Information

1. ATTACH A SITE PLAN OR SKETCH SHOWING THE SIZE AND APPROXIMATE LOCATION OF NEW OR ALTERED WATER MAINS, SHOWING THE APPROXIMATE LOCATION OF HYDRANTS, VALVES, METERS, AND BLOWOFFS IN SAID MAINS, AND SHOWING HOW SAID MAINS CONNECT TO THE PUBLIC WATER SYSTEM SUPPLYING WATER FOR THE PROJECT.
2. Description of Any Areas Where New or Altered Water Mains Will Cross Above or Under Surface Water or Be Located in Soil that Is Known to Be Aggressive:

Soils are not known to be aggressive.

## C. Information About Compliance with Design and Construction Requirements

1. If this project is being designed to comply with the following requirements, initial in ink before the requirements. If any of the following requirements do not apply to this project or if this project includes exceptions to any of the following requirements as allowed by rule, mark "X" before the requirements and complete Part II.C.2 below. RSWW =

PM

- a. This project is being designed to keep existing water mains and service lines in operation during construction or to minimize interruption of water service during construction. [RSWW 1.3.a; exceptions allowed under FAC 62-555.330]

PM

- b. All pipe, pipe fittings, pipe joint packing and jointing materials, valves, fire hydrants, and meters installed under this project will conform to applicable American Water Works Association (AWWA) standards. [FAC 62-555.320(21)(b), RSWW 8.0, and AWWA standards as incorporated into FAC 62-555.330; exceptions allowed under FAC 62-555.320(21)(c)]

PM

- c. All public water system components, excluding fire hydrants, that will be installed under this project and that will come into contact with drinking water will conform to NSF International Standard 61 as adopted in Rule 62-555.335, F.A.C., or other applicable standards, regulations, or requirements referenced in paragraph 62-555.320(3)(b), F.A.C. [FAC 62-555.320(3)(b); exceptions allowed under FAC 62-555.320(3)(d)]

PM

- d. All pipe and pipe fittings installed under this project will contain no more than 8.0% lead, and any solder or flux used in this project will contain no more than 0.2% lead. [FAC 62-555.322]

PM

- e. All pipe and pipe fittings installed under this project will be color coded or marked in accordance with subparagraph 62-555.320(21)(b)3, F.A.C., using blue as a predominant color. (Underground plastic pipe will be solid-wall blue pipe, will have a co-extruded blue external skin, or will be white or black pipe with blue stripes incorporated into, or applied to, the pipe wall; and underground metal or concrete pipe will have blue stripes applied to the pipe wall. Pipe striped during manufacturing of the pipe will have continuous stripes that run parallel to the axis of the pipe, that are located at no greater than 90-degree intervals around the pipe, and that will remain intact during and after installation of the pipe. If tape or paint is used to stripe pipe during installation of the pipe, the tape or paint will be applied in a continuous line that runs parallel to the axis of the pipe and that is located along the top of the pipe; for pipe with an internal diameter of 24 inches or greater, tape or paint will be applied in continuous lines along each side of the pipe as well as along the top of the pipe. Aboveground pipe will be painted blue or will be color coded or marked like underground pipe.) [FAC 62-555.320(21)(b)3]

PM

- f. All new or altered water mains included in this project are sized after a hydraulic analysis based on flow demands and pressure requirements. ATTACH A HYDRAULIC ANALYSIS JUSTIFYING THE SIZE OF ANY NEW OR ALTERED WATER MAINS WITH AN INSIDE DIAMETER OF LESS THAN THREE INCHES. [FAC 62-555.320(21)(b) and RSWW 8.1]

# NOTICE OF INTENT TO USE THE GENERAL PERMIT FOR CONSTRUCTION OF WATER MAIN EXTENSIONS FOR PWSs

Project Name: The Gardens

Permittee: Palm Coast Intracoastal, LLC.

- PM g. The inside diameter of new or altered water mains that are included in this project and that are being designed to provide fire protection and serve fire hydrants will be at least six inches. [FAC 62-555.320(21)(b) and RSWW 8.1.2]
- PM h. New or altered water mains that are included in this project and that are not being designed to carry fire flows do not have fire hydrants connected to them. [FAC 62-555.320(21)(b) and RSWW 8.1.5]
- PM i. This project is being designed to minimize dead-end water mains by making appropriate tie-ins where practical. [FAC 62-555.320(21)(b) and RSWW 8.1.6.a]
- PM j. New or altered dead-end water mains included in this project will be provided with a fire or flushing hydrant or blow-off for flushing purposes. [FAC 62-555.320(21)(b) and RSWW 8.1.6.b]
- PM k. Sufficient valves will be provided on new or altered water mains included in this project so that inconvenience and sanitary hazards will be minimized during repairs. [FAC 62-555.320(21)(b) and RSWW 8.2]
- PM l. New or altered fire hydrant leads included in this project will have an inside diameter of at least six inches and will include an auxiliary valve. [FAC 62-555.320(21)(b) and RSWW 8.3.3]
- PM m. All fire hydrants that will be installed under this project and that will have unplugged, underground drains will be located at least three feet from any existing or proposed storm sewer, stormwater force main, pipeline conveying reclaimed water regulated under Part III of Chapter 62-610, F.A.C., or vacuum-type sanitary sewer; at least six feet from any existing or proposed gravity- or pressure-type sanitary sewer, wastewater force main, or pipeline conveying reclaimed water not regulated under Part III of Chapter 62-10, F.A.C.; and at least ten feet from any existing or proposed "on-site sewage treatment and disposal system." [FAC 62-555.314(4)]
- PM n. At high points where air can accumulate in new or altered water mains included in this project, provisions will be made to remove the air by means of air relief valves, and automatic air relief valves will not be used in situations where flooding of the valve manhole or chamber may occur. [FAC 62-555.320(21)(b) and RSWW 8.4.1]
- PM o. The open end of the air relief pipe from all automatic air relief valves installed under this project will be extended to at least one foot above grade and will be provided with a screened, downward-facing elbow. [FAC 62-555.320(21)(b) and RSWW 8.4.2]
- PM p. New or altered chambers, pits, or manholes that contain valves, blow-offs, meters, or other such water distribution system appurtenances and that are included in this project will not be connected directly to any sanitary or storm sewer, and blow-offs or air relief valves installed under this project will not be connected directly to any sanitary or storm sewer. [FAC 62-555.320(21)(b) and RSWW 8.4.3]
- PM q. New or altered water mains included in this project will be installed in accordance with applicable AWWA standards or in accordance with manufacturers' recommended procedures. [FAC 62-555.320(21)(b), RSWW 8.5.1, and AWWA standards as incorporated into FAC 62-555.330]
- PM r. A continuous and uniform bedding will be provided in trenches for underground pipe installed under this project; backfill material will be tamped in layers around underground pipe installed under this project and to a sufficient height above the pipe to adequately support and protect the pipe; and unsuitably sized stones (as described in applicable AWWA standards or manufacturers' recommended installation procedures) found in trenches will be removed for a depth of at least six inches below the bottom of underground pipe installed under this project. [FAC 62-555.320(21)(b), RSWW 8.5.2]
- PM s. All water main tees, bends, plugs, and hydrants installed under this project will be provided with thrust blocks or restrained joints to prevent movement. [FAC 62-555.320(21)(b) and RSWW 8.5.4]
- PM t. New or altered water mains that are included in this project and that will be constructed of asbestos-cement or polyvinyl chloride pipe will be pressure and leakage tested in accordance with AWWA Standard C603 or C605, respectively, as incorporated into Rule 62-555.330, F.A.C., and all other new or altered water mains included in this project will be pressure and leakage tested in accordance with AWWA Standard C600 as incorporated into Rule 62-555.330. [FAC 62-555.320(21)(b)1 and AWWA standards as incorporated into FAC 62-555.330]
- PM u. New or altered water mains, including fire hydrant leads and including service lines that will be under the control of a public water system and that have an inside diameter of three inches or greater, will be disinfected and bacteriologically evaluated in accordance with Rule 62-555.340, F.A.C. [FAC 62-555.320(21)(b)2 and FAC 62-555.340]
- PM v. New or altered water mains that are included in this project and that will be installed in areas where there are known aggressive soil conditions will be protected through use of corrosion-resistant water main materials, through encasement of the water mains in polyethylene, or through provision of cathodic protection. [FAC 62-555.320(21)(b) and RSWW 8.5.7.d]

# NOTICE OF INTENT TO USE THE GENERAL PERMIT FOR CONSTRUCTION OF WATER MAIN EXTENSIONS FOR PWSs

Project Name: The Gardens

Permittee: Palm Coast Intracoastal, LLC.

- PM w. New or relocated, underground water mains included in this project will be laid to provide a horizontal distance of at least three feet between the outside of the water main and the outside of any existing or proposed vacuum-type sanitary sewer, storm sewer, stormwater force main, or pipeline conveying reclaimed water regulated under Part III of Chapter 62-610, F.A.C.; a horizontal distance of at least six feet between the outside of the water main and the outside of any existing or proposed gravity-type sanitary sewer (or a horizontal distance of at least three feet between the outside of the water main and the outside of any existing or proposed gravity-type sanitary sewer if the bottom of the water main will be laid at least six inches above the top of the sewer); a horizontal distance of at least six feet between the outside of the water main and the outside of any existing or proposed pressure-type sanitary sewer, wastewater force main, or pipeline conveying reclaimed water not regulated under Part III of Chapter 62-610, F.A.C.; and a horizontal distance of at least ten feet between the outside of the water main and all parts of any existing or proposed "on-site sewage treatment and disposal system." [FAC 62-555.314(1); exceptions allowed under FAC 62-555.314(5)]
- PM x. New or relocated, underground water mains that are included in this project and that will cross any existing or proposed gravity- or vacuum-type sanitary sewer or storm sewer will be laid so the outside of the water main is at least six inches above the other pipeline or at least 12 inches below the other pipeline; and new or relocated, underground water mains that are included in this project and that will cross any existing or proposed pressure-type sanitary sewer, wastewater or stormwater force main, or pipeline conveying reclaimed water will be laid so the outside of the water main is at least 12 inches above or below the other pipeline. [FAC 62-555.314(2); exceptions allowed under FAC 62-555.314(5)]
- PM y. At the utility crossings described in Part II.C.1.w above, one full length of water main pipe will be centered above or below the other pipeline so the water main joints will be as far as possible from the other pipeline or the pipes will be arranged so that all water main joints are at least three feet from all joints in vacuum-type sanitary sewers, storm sewers, stormwater force mains, or pipelines conveying reclaimed water regulated under Part III of Chapter 62-610, F.A.C., and at least six feet from all joints in gravity- or pressure-type sanitary sewers, wastewater force mains, or pipelines conveying reclaimed water not regulated under Part III of Chapter 62-610, F.A.C. [FAC 62-555.314(2); exceptions allowed under FAC 62-555.314(5)]
- PM z. New or altered water mains that are included in this project and that will cross above surface water will be adequately supported and anchored, protected from damage and freezing, and accessible for repair or replacement. [FAC 62-555.320(21)(b) and RSWW 8.7.1]
- PM aa. New or altered water mains that are included in this project and that will cross under surface water will have a minimum cover of two feet. [FAC 62-555.320(21)(b) and RSWW 8.7.2]
- PM bb. New or altered water mains that are included in this project and that will cross under surface water courses greater than 15 feet in width will have flexible or restrained, watertight pipe joints and will include valves at both ends of the water crossing so the underwater main can be isolated for testing and repair; the aforementioned isolation valves will be easily accessible and will not be subject to flooding; the isolation valve closest to the water supply source will be in a manhole; and permanent taps will be provided on each side of the isolation valve within the manhole to allow for insertion of a small meter to determine leakage from the underwater main and to allow for sampling of water from the underwater main. [FAC 62-555.320(21)(b) and RSWW 8.7.2]
- PM cc. This project is being designed to include proper backflow protection at those new or altered service connections where backflow protection is required or recommended under Rule 62-555.360, F.A.C., or in Recommended Practice for Backflow Prevention and Cross-Connection Control, AWWA Manual M14, as incorporated into Rule 62-555.330, F.A.C.; or the public water system that will own this project after it is placed into operation has a cross-connection control program requiring water customers to install proper backflow protection at those service connections where backflow protection is required or recommended under Rule 62-555.360, F.A.C., or in AWWA Manual M14. [FAC 62-555.360 and AWWA Manual M14 as incorporated into FAC 62-555.330]
- PM dd. Neither steam condensate, cooling water from engine jackets, nor water used in conjunction with heat exchangers will be returned to the new or altered water mains included in this project. [FAC 62-555.320(21)(b) and RSWW 8.8.2]



# NOTICE OF INTENT TO USE THE GENERAL PERMIT FOR CONSTRUCTION OF WATER MAIN EXTENSIONS FOR PWSs

Project Name: The Gardens	Permittee: Palm Coast Intracoastal, LLC.
---------------------------	------------------------------------------

2. Explanation for Requirements Marked "X" in Part II.C.1 Above, Including Justification, Documentation, Assurances, and/or Alternatives as Required by Rule for Exceptions to Requirements in Part II.C.1:

---

---

---

---

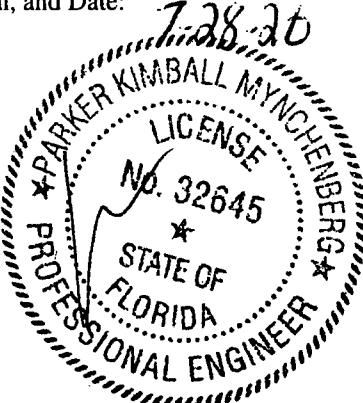
---

---

---

---

I completed Part II of this notice, and the information provided in Part II and on the attachment(s) to Part II is true and accurate to the best of my knowledge and belief.

Signature, Seal, and Date: <span style="float: right; font-family: cursive;">7.28.20</span>  <div style="text-align: center;">  </div>	
Affix Seal	
Printed/Typed Name: Parker Mynchenberg, P.E., R.L.A.	
License Number: 32645	
Portion of Engineering Document(s) for Which Responsible: 100%	

Signature, Seal, and Date:     	
Affix Seal	
Printed/Typed Name:	
License Number:	
Portion of Engineering Document(s) for Which Responsible:	

*\* Except as noted in paragraphs 62-555.520(3)(a) and (b), F.A.C., projects shall be designed under the responsible charge of one or more PEs licensed in Florida. If this project is being designed under the responsible charge of one or more PEs licensed in Florida, Part II of this notice shall be completed, signed, sealed, and dated by the PE(s) in responsible charge. If this project is not being designed under the responsible charge of one or more PEs licensed in Florida, Part II shall be completed, signed, and dated by the person(s) in responsible charge of designing this project.*

# NOTICE OF INTENT TO USE THE GENERAL PERMIT FOR CONSTRUCTION OF WATER MAIN EXTENSIONS FOR PWSs

Project Name: The Gardens

Permittee: Palm Coast Intracoastal, LLC.

## III. Certifications

### A. Certification by Permittee

I am duly authorized to sign this notice on behalf of the permittee identified in Part I.F of this notice. I certify that, to the best of my knowledge and belief, this project complies with Chapter 62-555, F.A.C. I also certify that construction of this project has not begun yet and that, to the best of my knowledge and belief, this project does not include any of the following construction work:

- construction of water mains conveying raw or partially treated drinking water;
- construction of drinking water treatment, pumping, or storage facilities or conflict manholes;
- construction of water mains in areas contaminated by low-molecular-weight petroleum products or organic solvents;
- construction of an interconnection between previously separate public water systems or construction of water mains that create a "new system" as described under subsection 62-555.525(1), F.A.C.; or
- construction of water mains that will remain dry following completion of construction.

(A specific construction permit is required for each project involving any of the above listed construction work.)

I understand that, if this project is designed under the responsible charge of one or more professional engineers (PEs) licensed in Florida, the permittee must retain a Florida-licensed PE to take responsible charge of inspecting construction of this project for the purpose of determining in general if the construction proceeds in compliance with the Department of Environmental Protection construction permit, including the approved preliminary design report, for this project. I understand that the permittee must have complete record drawings prepared for this project. I also understand that the permittee must submit a certification of construction completion to the Department and obtain written approval, or clearance, from the Department before the permittee places this project into operation for any purpose other than disinfection or testing for leaks.

  
Signature and Date

William G. Allen  
Printed or Typed Name

Manager  
Title

### B. Certification by PWS Supplying Water to Project

I am duly authorized to sign this notice on behalf of the PWS identified in Part I.G of this notice. I certify that said PWS will supply the water necessary to meet the design water demands for this project. As indicated below, the water treatment plant(s) to which this project will be connected has(have) the capacity necessary to meet the design water demands for this project, and I certify that all other PWS components affected by this project also have the capacity necessary to meet the design water demands for this project. I certify that said PWS is in compliance with applicable planning requirements in Rule 62-555.348, F.A.C.; applicable cross-connection control requirements in Rule 62-555.360, F.A.C.; and to the best of my knowledge and belief, all other applicable rules in Chapters 62-550, 62-555, and 62-699, F.A.C.; furthermore, I certify that, to the best of my knowledge and belief, said PWS's connection to this project will not cause said PWS to be in noncompliance with Chapter 62-550 or 62-555, F.A.C. I also certify that said PWS has reviewed the preliminary design report for this project and that said PWS considers the connection(s) between this project and said PWS acceptable as designed.

- Name(s) of Water Treatment Plant(s) to Which this Project Will Be Connected: \_\_\_\_\_
- Total Permitted Maximum Day Operating Capacity of Plant(s), gpd: \_\_\_\_\_
- Total Maximum Day Flow at Plant(s) as Recorded on Monthly Operating Reports During Past 12 Months, gpd: \_\_\_\_\_

\_\_\_\_\_  
Signature and Date

Fred Griffith, P.E.  
Printed or Typed Name

Public Works Director/City  
Engineer  
Title

### C. Certification by PWS that Will Own Project After It Is Placed into Permanent Operation

I am duly authorized to sign this application on behalf of the PWS identified in Part I.I of this application. I certify that said PWS will own this project after it is placed into permanent operation. I also certify that said PWS has reviewed the preliminary design report or drawings, specifications, and design data for this project and that said PWS considers this project acceptable as designed.

\_\_\_\_\_  
Signature and Date

Fred Griffith, P.E.  
Printed or Typed Name

Public Works Director/City  
Engineer  
Title

# NOTICE OF INTENT TO USE THE GENERAL PERMIT FOR CONSTRUCTION OF WATER MAIN EXTENSIONS FOR PWSs

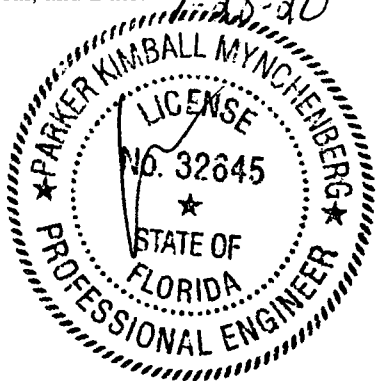
Project Name: The Gardens	Permittee: Palm Coast Intracoastal, LLC.
---------------------------	------------------------------------------

## D. Certification by Professional Engineer(s) in Responsible Charge of Designing Project\*

I, the undersigned professional engineer licensed in Florida, am in responsible charge of designing this project. I certify that, to the best of my knowledge and belief, the design of this project complies with Chapter 62-555, F.A.C. I also certify that, to the best of my knowledge and belief, this project is not being designed to include any of the following construction work:

- construction of water mains conveying raw or partially treated drinking water;
- construction of drinking water treatment, pumping, or storage facilities or conflict manholes;
- construction of water mains in areas contaminated by low-molecular-weight petroleum products or organic solvents;
- construction of an interconnection between previously separate public water systems or construction of water mains that create a "new system" as described under subsection 62-555.525(1), F.A.C.; or
- construction of water mains that will remain dry following completion of construction.

(A specific construction permit is required for each project involving any of the above listed construction work.)

Signature, Seal, and Date: <i>7-28-20</i>  <div style="text-align: center;">  </div>	Signature, Seal, and Date:  
Printed/Typed Name: Parker Mynchenberg, P.E., R.L.A. License Number: 32645 Portion of Engineering Document(s) for Which Responsible: 100%	Printed/Typed Name: License Number: Portion of Engineering Document(s) for Which Responsible:

Signature, Seal, and Date:  	Signature, Seal, and Date:  
Printed/Typed Name: License Number: Portion of Engineering Document(s) for Which Responsible:	Printed/Typed Name: License Number: Portion of Engineering Document(s) for Which Responsible:

\* Except as noted in paragraphs 62-555.520(3)(a) and (b), F.A.C., projects shall be designed under the responsible charge of one or more professional engineers (PEs) licensed in Florida. If this project is being designed under the responsible charge of one or more PEs licensed in Florida, Part II.D of this application shall be completed by the PE(s) in responsible charge. If this project is not being designed under the responsible charge of one or more PEs licensed in Florida, Part II.D does not have to be completed.



## FLAGLER BEACH CITY COMMISSION

Item No. 14

### City Manager's Report

**Meeting Date:** December 10, 2020

**Issue:** Well #15 - Well Drilling Contract – Connect Consulting Inc.

**From:** Fred W. Griffith, P.E., City Engineer / Public Works Director

**Organization:** Public Works Department

---

**RECOMMENDATION:** To Piggyback the Connect Consulting Inc. existing contract with the City of Palm Coast, recently extended, and award the Well Drilling Contract to Connect Consulting, Inc. for the proposed well drilling work effort, as outlined in their proposal for an amount not to exceed the proposed contract amount of \$132,000.

**BACKGROUND:**

This Well #15 construction project entails the design, testing, and construction of a new potable well within the City's existing wellfield area. Connect Consulting, Inc. have been successfully performing well design consulting work and well construction and rehabilitation for us for approximately 10 years or more. Also, Connect Consulting has been installing many wells within recent history for the City of Palm Coast in their well field. The Palm Coast wellfield currently surrounds our existing and future well sites. This company has full knowledge of the hydrogeology of the area due to their many years of experience within Flagler and Volusia County. We recently met with them whereby they were then successful in reconditioning Well # 13; this work successfully reduced the chloride levels by the scouring and plugging method and only had a minor effect on the overall GPM yield. They also recently successfully completed the construction of Well 12-R also for us. They are very highly respected and an experienced well drilling company with a proven track record of success.

At this time we need of an additional Well (#15) to provide for critical wellfield redundancy. This will also allow us to rest our wells from time to time and help to preserve their future water production capability as well as assist controlling the elevation of chloride levels in the raw water produced. They have provided is with a cost proposal in cooperation with Mead & Hunt for this purpose. They have now also provided us with a current contract with the City of Palm Coast to piggyback along with a recent contract renewal letter with them, attached. In order for us to enter into a direct contract to perform this work. We request your approval at this time to authorize us to enter into a piggy-back contract with Connect Consulting Inc. for an amount not to exceed \$132,000. per the terms of this contract, as provided for in the FY 2020 - 2021 budget as recently approved.

**BUDGETARY IMPACT :** This project has been budgeted under Wellfield Improvements within the FY 2020-20210 Budget. GL # 401.5331.606300.203

**LEGAL CONSIDERATIONS/SIGN-OFF:**

**PERSONNEL:** Engineering, City Clerk, Finance

**POLICY/REQUIREMENT FOR BOARD ACTION:** N/A

**IMPLEMENTATION/COORDINATION:** Mead Hunt Engineering, Finance and City Clerk.

### Attachments

- Consultant Well Contract Proposal
- Supporting Information Regarding The Ability To Authorize This Piggyback Contract





**Water Resource Consultants**

Central Florida Office  
261 N. Lakeview Drive  
Lake Helen, FL 32744  
Tel: 386-473-7766  
Email: [drobertson@cciwater.com](mailto:drobertson@cciwater.com)

October 2, 2020

Fred Griffith, P.E.  
Public Works Director  
City of Flagler Beach  
P.O. Box 70  
Flagler Beach, Florida 32136

**Re: Proposal – Design, Permitting, Construction and Testing of  
Public Water Supply Well FB15  
City of Flagler Beach, Florida  
CCI Project No: 242.05**

Dear Mr. Griffith:

Connect Consulting, Inc. (CCI) is pleased to submit our proposal to the City of Flagler Beach (City) to design, permit, and complete the drilling and testing of one (1) new Upper Floridan aquifer (UFA) Public Water Supply (PWS) well. The well to be constructed, FB15, is currently listed on the City's Consumptive Use Permit (CUP) No. 59. FB15, along with five (5) other active PWS wells, serve the City's membrane water treatment plant (WTP). Well FB15 is anticipated to be located off Citation Boulevard in Palm Coast, Flagler County, Florida.

### **Background**

The City operates an Upper Floridan aquifer (UFA) well field that consists of four (4) active PWS wells permitted under CUP No. 59-5. The CUP, issued by the St. Johns River Water Management District (SJRWMD) in October 2016 allows for the annual average daily withdrawal of 0.912 million gallons per day (MGD) from this well field.

There are four (4) PWS wells (FB12R, FB14, FB15, and FB16) listed as proposed wells in the most recent CUP. After the construction of FB12R in 2018, the City authorized CCI to construct FB14 in 2020 to provide operational flexibility to the WTP. Well construction and testing of FB14 has been completed and the City is working towards equipping and connecting FB14 to the raw water transmission pipeline at the time of this proposal. The construction of FB15 is a continuation of the City's plan to construct additional PWS wells to better manage wellfield operations and maintain water quality within the City's wellfield.

Construction details of the City PWS wells are summarized in **Table 1**.

**Table 1 – City of Flagler Beach Wells**

<b>Well No.<sup>1</sup></b>	<b>DID No.</b>	<b>Rate (GPM)</b>	<b>Diameter (in.)</b>	<b>Casing Depth (ft.)</b>	<b>Total Depth (ft.)</b>	<b>Status</b>
FB 10 <sup>2</sup>	34525	500	12/8	115/125	254	Active
FB 11 <sup>2</sup>	34526	500	12/8	127/137	205	Active
FB 12	34527	500	12	110	180	Abandoned
FB 12R	459664	500	12	118	202	Active
FB 13	39450	500	12	108	186	Active
FB 14	459665	TBD	12	108	157	Constructed / Not Equipped
FB 15	459662	TBD	12	TBD	TBD	Proposed
FB 16	459663	TBD	12	TBD	TBD	Proposed

**Notes:**

1. Wells FB 1-9 have been abandoned.
2. FB 10 and FB 11 have been modified to correct casing seal failures, by installing 8-inch sleeve/liners inside the original 12-inch casing shown as 12/8 creating a new casing depth shown as 115/125.

Historically, the City obtained its raw water supply from the UFA, from a series of wells that have now been plugged and abandoned (Wells FB 1-9) in 2011. These wells began to experience water quality degradation based, in part, due to their construction and, in part, due to conditions related to the local hydrogeology. These older wells had well construction issues associated with casing seal failures and/or leaks due to the method of construction (cable tool with no cement seal).

Further, it is now known that water quality in the UFA degrades with both depth and to the north, with a rough line of degradation starting at ~State Road (SR) 100. The best chance to obtain good water quality from the UFA in Flagler County is to:

1. Set casings into the top of the UFA, which is marked by the occurrence of a hard Chert stratum that occurs at the top of the limestone of the Ocala formation.
2. Locate the wells as far south of SR 100 as possible.
3. Keep the well depths less than 180 feet.
4. Maintain a pumping rate at or below 350 gallons per minute (GPM).
5. Maintain a pumped water level at an elevation of +1-foot above mean sea level (MSL).

## Scope of Work/Approach

### A. Hydrogeologic Services

#### Design Services

1. Develop conceptual well design
2. Prepare well construction and testing specifications

#### Construction Services

3. Project management.
4. Subcontractor management.
5. On-site oversight during construction and testing.
6. Documentation of construction details.
7. Data collection during testing.
8. Daily/weekly progress reporting.
9. Data analysis and interpretation.
10. Preparation of the final report.

### B. Well Field Services – FB15 Construction and Testing

1. Apply for and obtain well construction permit for the well from the St. Johns River Water Management District (SJRWMD).
2. Clear an access path to the well site and an area around the staked well location as needed. The well location will be staked and the maximum limits of clearing will be staked and flagged by others. All debris cleared from the access path and well site must be removed and properly disposed of before mobilization of drilling equipment to the well site. We have assumed that site surveying and layout, including the well location will be provided by others and completed prior to mobilization.
3. Install a silt fence around the well site, as needed.
4. Mobilize a mud-rotary drilling rig and all required equipment to the permitted and staked well site once the well site is cleared.
5. Install a pit casing prior to drilling pilot hole.
6. Once the pit casing is installed and the grout set for at least 12-hours (if cemented), then drill, by mud rotary, direct circulation a ~6-8-inch diameter pilot hole through the unconsolidated sand, shell and clay to the top of the rock, estimated at ~100 feet below land surface (BLS).
7. Collect formation samples every 10 feet, rinse and save samples in one-quart heavy-duty zip-lock plastic bags, with well number, sample depth, and date collected marked on each bag. Display formation samples on-site.
8. Once the pilot hole is completed, circulate drilling fluid until the borehole is stable and then remove the drill string.
9. Conduct geophysical logs (gamma ray and electric) performed by a pre-approved geophysical logging service provider. Furnish two (2) field copies of the logs and six (6) hard copies, plus electronic versions of the logs in both .pdf and LAS format.

10. After completing the geophysical logs, ream the pilot hole to a nominal 26-inch diameter to the depth selected for the surface casing estimated between 40 and 80 feet BLS.
11. Furnish and install 20-inch diameter 0.375-inch wall steel casing with centralizers and pressure grout, bottom to top, in place, using the Halliburton method as described below.
12. Install an air-tight fitting which allows a ~2-inch diameter grout tremie line to be installed through the top of the steel casing, equipped with a pressure gauge, and made air-tight. The grout tremie line should extend to a point ~2-feet above the bottom of the casing. Regain circulation through the grout tremie line and ensure the casing is ready for grouting.
13. Pump neat Portland, Type VII cement mixed with 5.5-6 gallons of fresh water per sack through the grout tremie line, cementing the casing in place from bottom to top. It is expected that the casing will be completely cemented in place in one stage, confirmed by cement returns at the surface in the annulus.
14. If there are no cement returns observed at the surface in the annulus, cementing will be completed the following day by installing a tremie line in the annulus after tagging the top of the cement, filling the annulus to land surface with neat Type VII, Portland cement.
15. After pumping cement and confirming returns at the surface and flushing out the grouting line with a calculated volume of fresh water, close off the cement line valve and allow the cement to cure for at least 4-hours, and then remove the grout tremie line from the well, allowing the cement to cure for at least 12-hours, total.
16. Remove the fabricated header/tremie line from the 20-inch diameter steel casing.
17. After allowing the grout to cure for at least 12 hours, ream the pilot hole using a single 20-inch drill bit (not a staged bit assembly), again reaming ~2-3-inches into the hard Chert layer but not breaching this stratum so as to lose circulation.
18. Once the final casing set point has been reached, estimated at ~100-feet, circulate drilling fluid and condition the borehole for ~1-hour, then remove the drill string and immediately begin to run the 12-inch SDR 17 Certa-Lok™ PVC casing in the conditioned borehole to the casing set point.
19. Set the PVC casing a few inches into the hard Chert layer.
20. Install an air-tight fitting which allows a ~2-inch diameter grout tremie line to be installed through the top of the PVC casing, equipped with a pressure gauge, and made air-tight. The grout tremie line should extend to a point ~2-feet above the bottom of the casing. Regain circulation through the grout tremie line and ensure the casing is set on the hard bottom.
21. Pump neat Portland, Type VII cement with 2-4% bentonite mixed with 5.5-6 gallons of fresh water per sack through the grout tremie line, cementing the casing in place from bottom to top. It is expected that the casing will be



- completely cemented in place in one stage, confirmed by cement returns at the surface in the annulus. Cement calculations will be provided to the HYDROGEOLOGIST before grouting begins.
22. If there are no cement returns observed at the surface in the annulus, cementing will be completed the following day by installing a tremie line in the annulus after tagging the top of the cement, filling the annulus to land surface with neat Type VII, Portland cement.
  23. It is the water well contractor's responsibly to ensure that the PVC casings are not damaged by the heat of hydration as the Portland cement cures. Potable water will be made available at each well site.
  24. After pumping cement and confirming returns at the surface and flushing out the grouting line with a calculated volume of fresh water, close off the cement line valve and allow the cement to cure for at least 4-hours then remove the grout tremie line from the well, allowing the cement to cure for at least 12-hours, total.
  25. Remove the fabricated header/tremie line from the 12-inch diameter PVC casing.
  26. Drill out the cement plug by reverse air rotary drilling method, adding fresh water as needed and advance a nominal 11-inch diameter borehole to the target depth of 150 feet.
  27. Collect formation samples every 10 feet, labeling the bags with well number, depth, and date collected. Store samples in one-quart heavy-duty zip-lock plastic bags and display cuttings on-site.
  28. Collect formation water samples every 20 feet. To collect water samples, stop drilling and keep reverse circulation pumping the well through the drill stem until the water clears up (as determined by the on-site HYDROGEOLOGIST). Collect a water sample from the drill stem, conduct and record field water quality tests, as follows:
    - a. pH
    - b. Temperature
    - c. Conductivity
    - d. Total Dissolved Solids (TDS)
    - e. Chlorides
    - f. Iron
    - g. Sulfate
    - h. Hydrogen Sulfide
  29. After reaching the target depth of ~150 feet, develop the well until Turbidity is ~10 NTUs or less, then remove the drill string from the well.
  30. Install a submersible test/development pump with a standalone generator set capable of raw hide/over pumping the well at a rate of at least 800 gallons per minute (GPM). Install at least 200-feet of secure (without leaks) discharge hose and/or piping to a point designated by the HYDROGEOLOGIST. Equip the end of the discharge hose/pipe with a diffuser to mitigate erosion. Equip the discharge with a calibrated flow

- meter, or orifice plate/manometer and a sampling spigot near the well head. Provide separate ports for sand rate testing (Rossum Sand Cone provided by the SUBCONTRACTOR) and water sample collection. Raw hide/over pump/develop the well at 700-800 GPM until Turbidity is less than 1 NTU and the sand rate is less than 5 milligrams per liter (mg/L) (estimated to take up to 24 hours). This task is meant to over pump and surge the well to achieve clear, sand-free discharge water.
31. After the well is developed clear (less than 1 NTU and 5 mg/L sand rate), allow the water level to recover for at least 24 hours.
  32. Conduct static and dynamic (pumped) geophysical logs/TV survey on the finished well. Geophysical logging/TV services are to be provided by a pre-approved logging service provider, as follows:
    - a. Static caliper
    - b. Static electric (Resistance & Self Potential)
    - c. Static natural gamma ray
    - d. Static fluid temperature
    - e. Static fluid resistivity
    - f. Static fluid velocity
    - g. Static TV survey
    - h. Pumped fluid temperature
    - i. Pumped fluid resistivity
    - j. Pumped fluid velocity
    - k. Pumped TV survey
  33. Provide two (2) field copies of the geophysical logs and two (2) DVD copies of the TV survey. Furnish six (6) hard copies of the geophysical logs, electronic copies of the logs in both pdf and LAS formats, and six (6) DVD copies of the TV Survey at a later date.
  34. Conduct a final step-drawdown pumping test at rates of 250, 350, and 450 GPM.
  35. After completing the step-drawdown pumping test, allow the well to recover for at least 24 hours.
  36. Conduct a 4-hour, constant rate pumping test at ~350 GPM.
  37. Assist the City with the collection of water samples during the last hour of the constant rate pumping test (service to be provided by a pre-approved, certified environmental laboratory). The water samples will be analyzed for all parameters outlined in Chapter 62-550, Florida Administrative Code (FAC), including primary and secondary drinking water standards, and Rule 62-555.315 parameters.
  38. Remove the test pump, discharge hose/pipe, diffuser, and flow meter.
  39. Disinfect the well in accordance with AWWA C654-13.
  40. Submit a well completion report to SJRWMD.
  41. Demobilize all drilling and testing equipment and clean site until permanent pump is ready to be installed.

42. Equip the well with a stainless steel flanged wellhead of similar construction as existing wells FB12R, FB13, and FB14.

### **Schedule**

CCI will complete this project within 180 days of authorization.

### **Cost of Services**

CCI will perform the scope of work proposed herein for a lump sum fee of \$132,000.00.

We look forward to working with you and the City on this project.

Please feel free to contact me if you have any questions.

Sincerely,

**CONNECT CONSULTING, INC.**

*David S. Robertson*

David S. Robertson, P.G.  
Principal Hydrogeologist

Cc: Gary Eichler  
Thomas Freeman  
James Andersen



## CONTRACT EXECUTIVE OVERVIEW (Non-Construction)

Vendor Name CONNECT CONSULTING, INC.,  
Project Name: PROFESSIONAL HYDROGEOLOGICAL SERVICES  
Bid/Reference # RFSQ-CD-20-31  
Contract Type: Master Services Agreement - Professional Services

Contract Value \$ n/a

Resolution # 2020- 28

City Council Approval Date: 2/18/2020

Standard Contract Template (Y/N): Y

If No, then Reviewed by  
City Attorney: n/a

Length of Contract: 2 years

Renewable (Y/N): yes

If Yes, # and length of  
renewals: 3 at one year each

City's Project Manager Mary Kronenberg

### Brief Description/Purpose:

Agreement for professional hydrogeological services related to water supply planning and development, Water and/or Consumptive Use Permitting, monitoring data evaluation, permit compliance monitoring and any other related assignments that the City requests. Also included under this contract are professional hydrogeological and construction oversight services and turn-key design/construction services to permit, design and/or construct, and/or repair and test new and existing wells and associated well head appurtenances and pumps.

### Approvals:

Responsible Dept. Director Carl Cote  
DocuSigned by: D9149C6987AB49F

Date Feb 20, 2020 | 7:31 AM PST

City Finance Helena Alves  
DocuSigned by: 4C1B97CCC19C46D...

Date Feb 20, 2020 | 12:49 PM EST

City Attorney William E. Reischmann, Jr.  
DocuSigned by: 4C1B97CCC19C46D...

Date Feb 20, 2020 | 10:01 AM EST

City Manager Matthew Morton  
DocuSigned by: 28DF7AEB7692454...

Date Feb 21, 2020 | 7:17 AM EST

Vendor Name and Email Address: David S. Robertson drobertson@cciwater.com

**MASTER SERVICES AGREEMENT**  
**(Professional Services)**



**THIS MASTER SERVICES AGREEMENT** ("Agreement") made and entered into this 21st day of February, 2020 ("Effective Date"), between CONNECT CONSULTING, INC., whose primary place of business is 261 N. Lakeview Drive, Lake Helen, Florida 32744 ("SUPPLIER") and the CITY OF PALM COAST, a municipal corporation of the State of Florida, holding tax exempt status, whose address is 160 Lake Avenue, Palm Coast, Florida 32164, ("CITY"). CITY and SUPPLIER are collectively referred to herein as "Parties".

**WITNESSETH:**

**WHEREAS**, CITY desires to procure **PROFESSIONAL HYDROGEOLOGICAL SERVICES** from a competent and qualified supplier and has conducted a formal Request for Statement of Qualifications # RFSQ-CD-20-31(RFSQ) requesting bids/quotes for the services; and

**WHEREAS**, SUPPLIER is in the business of providing said services, is competent and qualified to provide said services to CITY, responded to the RFSQ and desires to render said services to CITY in accordance with the terms and conditions stated herein;

**NOW, THEREFORE**, in consideration of the mutual understandings and covenants set forth herein, the receipt and sufficiency of which is hereby acknowledged, CITY and SUPPLIER agree as follows:

**1. SUPPLY OF SERVICES:**

- A. Work Order/Services.** This Agreement standing alone does not authorize performance of Services or require CITY to place any orders. During the term of this Agreement, subject to the terms of a work order ( "Work Order"), attached to this Agreement as Exhibit A agreed to by CITY and SUPPLIER, SUPPLIER shall provide the services, including any deliverables ("Services"), set forth in such Work Order. At a minimum, each Work Order will set forth a brief project description, the specific tasks, activities and deliverables to be performed, a timeline for performance and completion, a budget, and a payment schedule, with milestone payments where applicable. Each Work Order must be executed by the Parties prior to the commencement of Services thereunder. SUPPLIER shall use its best efforts to provide Services to CITY as described herein; to keep CITY advised of the progress of the work; to provide CITY with such reports, presentations, charts, graphs, and the like as are appropriate to the nature of the services to be performed hereunder; and to maintain complete files and records of all Services provided . Execution of a Work Order shall be an affirmative and irrefutable representation by SUPPLIER to CITY that SUPPLIER is fully familiar with any and all requisite work conditions related to the provisions of the services.
- B. Quality of Services.** SUPPLIER shall make no claim for additional time or money based upon its failure to comply with this AGREEMENT. SUPPLIER has informed CITY, and hereby represents to CITY, that it has extensive experience in performing and providing the services described in this AGREEMENT, and that it is well acquainted with the components that are properly and customarily included within such Services and the requirements of laws, ordinances, rules, regulations, or orders of any public authority or licensing entity having jurisdiction over CITY Projects. SUPPLIER shall diligently and in a professional and timely manner perform and provide the Services included in each Work Order. All Services to be provided shall in the minimum be in conformance with commonly accepted industry and professional codes and standards, standards of CITY, and the laws of any Federal, State, or local regulatory agencies. SUPPLIER shall be responsible for keeping apprised of any changing laws applicable to the services to be performed under this Agreement. SUPPLIER shall be responsible for the professional quality, accepted standards, technical accuracy and the coordination of all services furnished by SUPPLIER under this Agreement, as well as the conduct of its staff, personnel, employees, and agents. SUPPLIER shall work closely with the CITY on all aspects of the provision of the services. SUPPLIER shall be responsible for the professional quality, technical accuracy, competence, methodology, and the coordination of all of the following which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by SUPPLIER under this Agreement. SUPPLIER shall, without additional compensation, correct or revise any errors or deficiencies in his plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature
- C. Schedule/Delivery.** Time is of the essence in the performance of this Agreement and any Work Order hereunder. SUPPLIER shall begin performing services upon execution by both Parties of the Work Order and written notification to proceed by CITY. SUPPLIER and CITY agree to make every effort to adhere to the schedules as described in each



Work Order. However, if SUPPLIER is delayed at any time in the provision of services by any act or omission of CITY or by any other supplier employed by CITY, the time of completion shall be extended for such reasonable time as the CITY may decide in its sole and absolute discretion. If SUPPLIER'S performance is affected by any event beyond its reasonable control, including fire, explosion, flood, or other acts of God; war, terrorist acts or civil commotion; strike, lock-out or labor disturbances; or failure of public utilities or common carriers, SUPPLIER shall not be liable in connection with this Agreement to the extent affected by such force majeure event; provided that SUPPLIER gives CITY immediate written notice of the force majeure event and exercises all reasonable efforts to eliminate the effects of the force majeure event on its performance as soon as and to the extent practicable. It is further expressly understood and agreed that SUPPLIER shall not be entitled to any damages or compensation, or be reimbursed for any losses, on account of any delay or delays resulting from any of the aforesaid causes or any other cause whatsoever.

- D. **Change Orders.** No changes to a Work Order shall be made without the prior written approval of the Parties. The agreed upon changes shall be detailed in a Change Order. Each Change Order shall include a schedule of completion for the services authorized. Change Orders shall identify this Agreement and the appropriate Work Order number. Change Orders may contain additional instructions or provisions specific to the services to be provided. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement. Execution of any Change Order shall constitute a final settlement and a full accord and satisfaction of all matters relating to the change including but not limited to scope, costs and adjustments to the schedule.
- E. **Supplier Designated Representative/Key Personnel.** SUPPLIER shall furnish a SUPPLIER Designated Representative to administer, review, and coordinate the provision of services under this Agreement and each Work Order. Upon request by CITY, SUPPLIER shall submit to CITY detailed resumes of key professional personnel that will be involved in performing services described in the Work Order. CITY hereby acknowledges its acceptance of such personnel to perform services under this Agreement. If, at any time, SUPPLIER desires to change key professional personnel in an active assignment, it shall submit the qualifications of the new professional personnel to CITY for prior approval. Key professional personnel shall include the principal-in-charge, project managers, and others interfacing with CITY personnel.
- F. **Replacement of SUPPLIER Personnel.** CITY reserves the right to reject at any time for any lawful reason whatsoever any of SUPPLIER'S personnel assigned by SUPPLIER in connection with any Work Order. SUPPLIER shall as soon as possible thereafter provide a replacement satisfactory to CITY. In no event shall performance of the Services be delayed or shall CITY be charged for any time required for any replacement SUPPLIER'S personnel to be trained to provide or become familiarized with the Services, whether the replacement is requested by CITY or not.
- G. **CITY Premises.** At all times while on CITY'S premises, SUPPLIER shall comply with all rules and regulations of CITY. SUPPLIER shall be responsible for its employees and agents while on CITY'S premises.
- H. **Ownership of Deliverables.** All deliverables, including any analysis, reference data, presentations, inventions, computer models, survey data, plans and reports, or any other form of written instrument or document and ideas made or conceived by SUPPLIER that result from or in connection with or during the performances of Services for CITY and any proprietary rights thereto, shall be the property of CITY. SUPPLIER agrees to assign, and does hereby assign, to CITY all right, title and interest of whatsoever kind and nature in and to all Deliverables and related proprietary rights. SUPPLIER shall execute, acknowledge, and deliver to CITY all such further papers as may be necessary to enable CITY to own, register, publish or protect said Deliverables and related proprietary rights in any and all countries and to vest title to said Deliverables and related proprietary rights in CITY. SUPPLIER grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use every document and all other materials prepared by the SUPPLIER for the CITY under this Agreement.
- I. **Acceptance Criteria.** For any milestone in which SUPPLIER submits a Deliverable, CITY shall have the right to review and test such deliverable for the functional requirements or acceptance criteria specified for such deliverable and shall notify SUPPLIER if there are any deficiencies. SUPPLIER shall use its best efforts to promptly cure any such deficiencies, and after completing any such cure, SUPPLIER shall resubmit the deliverable for review and testing as set forth above. Any applicable warranty period shall only commence after acceptance by CITY.

## **2. COMPENSATION:**

- A. **Costs and Expenses.** Compensation to SUPPLIER for the services performed on each Work Order shall be as set forth in the Work Order/Change Order. CITY shall only reimburse SUPPLIER for out-of-pocket expenses such as gas, tolls, mileage, meals, etc., that are directly attributable to the performance of work under a Work Order and have been approved in writing in advance by an authorized representative of CITY.

- B. Invoicing.** Each Work Order shall be invoiced separately. As work progresses for services satisfactorily performed, SUPPLIER shall render to the CITY, at the close of each calendar month, an itemized detailed invoice properly dated, describing all services rendered, proper documentation of the cost of the services, the name and address of SUPPLIER, Work Order Number, Contract Number, the billing period, if applicable, and all other information required by this Agreement. SUPPLIER shall not send any invoices with respect to Services, and no claim from SUPPLIER for payment (including any amount for fees or expenses) will be allowed for any work done by SUPPLIER with respect to such Services, prior to the Parties' executing the Work Order and CITY issuing a purchase order to SUPPLIER with respect to Services. Work performed by SUPPLIER without written approval by the City's Designated Representative shall not be compensated. Any work performed by SUPPLIER without written approval by CITY is performed at SUPPLIER'S own election. Except for charges or expenses of SUPPLIER expressly set forth in the applicable Work Order, CITY shall not be responsible for any other charges or expenses of SUPPLIER or any mark-ups on any expenses of SUPPLIER. SUPPLIER shall submit invoices to CITY with supporting documentation for approved expenses, signed by the Authorized Representative. Original invoices should be submitted via email to [ap@palmcoastgov.com](mailto:ap@palmcoastgov.com).
- C. Payment Terms.** The Florida Prompt Payment Act shall apply when applicable. Invoices which are in an acceptable form to CITY and without disputable items will be processed for payment under the Prompt Payment Act., Fla. Stat. 218.23; payments shall be made by CITY to SUPPLIER not more than once monthly. SUPPLIER shall continue to perform during any dispute of an invoice.
- D. Financial Reconciliation.** At the completion or termination of the Services and before the final payment will be made, SUPPLIER shall, upon request by CITY, provide CITY with a financial reconciliation of funds paid by CITY and tasks completed or partially completed.

**3. TERM AND TERMINATION:**

- A. Term.** This Agreement shall take effect on the Effective Date and shall terminate at the end of two (2) years. Following the initial term and at the sole option of CITY, this Agreement may be renewed for three (3) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Work Orders and Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Work Orders shall remain in effect until delivery and acceptance of the work authorized by the Work Order as well as during periods of warranty and guarantee.
- B. Termination By CITY.**
- i. **Termination Without Cause.** CITY may terminate this Agreement at any time upon fifteen (15) days prior written notice; provided however, that any Work Order entered into shall survive such termination under the terms of this Agreement until the conclusion of such Work Order unless such Work Order is specifically terminated. CITY may terminate any incomplete Work Order at any time and for any or no reason upon written notice to SUPPLIER. In the event of such termination, SUPPLIER shall immediately cease all work in connection with the applicable Work Order after receipt of written notice from CITY unless such notice expressly provides otherwise.
  - ii. **Termination for Cause.** CITY may terminate this Agreement for cause at any time upon written notice allowing SUPPLIER five (5) days to remedy the breach. Cause shall include but is not limited to:
    1. If, in CITY'S opinion, adequate progress under a Work Order is not being made by SUPPLIER; or
    2. If, in CITY'S opinion, the quality of the services provided by SUPPLIER is/are not in conformance with commonly accepted professional standards, standards of CITY, the requirements of Federal or State regulatory agencies, and SUPPLIER has not corrected such deficiencies in a timely manner as reasonably determined by CITY; or
    3. SUPPLIER or any employee or agent of SUPPLIER is indicted or has a direct charge issued against him for any crime arising out of or in conjunction with any work that has been performed by SUPPLIER; or
    4. SUPPLIER becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or
    5. SUPPLIER violates the Standards of Conduct provisions herein or any provision of State or local law or any provision of the City Code of Conduct.

- iii. Except where CITY terminates for cause, SUPPLIER shall be entitled to payment for any work performed and accepted by CITY and any CITY approved expenses irrevocably committed prior to the effective date of termination. CITY shall be entitled to an appropriate refund for any amounts advanced to SUPPLIER for Services not yet performed as of the effective date of termination. SUPPLIER shall not be entitled to any damages for such early termination of Services. In no event shall CITY be responsible for any amounts in the aggregate greater than (i) the total that would have been due under such Work Order or (ii) the value of the work done by SUPPLIER in accordance with such Work Order and this Agreement with respect thereto prior to termination, whichever is less.
  - iv. Within five (5) days from the effective date of termination, SUPPLIER shall provide or make available to CITY all materials provided by CITY to SUPPLIER and all CITY materials, including any work-in-progress and all full and partial copies thereof, and shall also submit an invoice to CITY in accordance with the pricing set forth in such Work Order for all work done by SUPPLIER in accordance with such Work Order and this Agreement with respect thereto prior to termination.
- C. **Termination By SUPPLIER.** SUPPLIER shall have the right to terminate this Agreement or any Work Order hereunder by way of a written notice, if CITY commits a material breach of the Agreement or a Work Order hereunder and fails to remedy such breach within fifteen (15) days after receipt of written notice of default.
- D. **Cooperation.** Upon receipt of a notice for any termination of this Agreement and any Work Order hereunder, the Parties shall cooperate with each other and use all commercially reasonable efforts to effect a smooth transition process.
- E. **Survivability.** The terms of this Agreement shall survive in full force and effect as to any incomplete Work Orders and Purchase Orders issued prior to the expiration of this Agreement and such Work Orders and Purchase Orders shall continue to be subject to this Agreement until such Work Orders and Purchase Orders are completed or terminated in accordance with this Agreement.

#### **4. REPRESENTATIONS AND WARRANTIES.**

**A. SUPPLIER represents and warrants the following:**

- i. The Services shall be performed strictly in accordance with and conform to this Agreement, the applicable Work Order and any applicable industry standards and practices.
  - ii. The Services shall be provided by qualified personnel, suitably skilled and trained in the performance of the Services, and performed in a diligent and professional manner.
  - iii. SUPPLIER has obtained, at its sole and exclusive expense, any and all permits, licenses, permissions, approvals or similar consents required to perform the Services.
  - iv. All deliverables, material, supplies or goods provided by SUPPLIER shall be free from defects and be of merchantable quality.
  - v. All deliverables provided shall be original and shall not infringe any copyright or violate any rights of any persons or entities whatsoever, except that SUPPLIER shall not be responsible for any claim arising solely from SUPPLIER'S adherence to CITY'S written instructions or directions which do not involve items of SUPPLIER'S origin, design or selection.
  - vi. SUPPLIER shall comply with Federal, State, and local environmental, health, and safety laws and regulations applicable to the Services provided to the City. SUPPLIER agrees that any program or initiative involving the work that could adversely affect any personnel involved, citizens, residents, users, neighbors or the surrounding environment shall ensure compliance with any and all employment, safety, environmental and health laws.
- B. Without limiting any other rights that CITY may have, CITY reserves the right to refuse any Services if SUPPLIER does not, or the Services do not, conform to the foregoing. Acceptance of any part of the Services shall not bind CITY to accept any non-conforming Services simultaneously provided by SUPPLIER, nor deprive CITY of the right to reject any previous or future non-conforming Services.

- C. The representations and warranties contained herein are deemed to be material obligations and shall survive any payment by CITY and shall survive any termination or expiration of this Agreement and any termination or completion of any or all Work Orders.

**5. INDEMNIFICATION/SOVEREIGN IMMUNITY AND INSURANCE.**

- A. **Indemnification.** SUPPLIER shall indemnify and hold harmless CITY, and its officers and employees, from and against liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent the foregoing are caused by the negligence, recklessness, or intentionally wrongful conduct of the SUPPLIER and other persons employed or utilized by the SUPPLIER in performance of this Agreement, including damage to persons or property. The indemnification obligations herein shall not be limited to the amount of insurance coverage required herein or benefits payable by or for SUPPLIER or its agents under worker's compensation acts, disability benefits acts, or other employee benefits acts. This indemnification provision shall survive any termination or expiration of this agreement. PURSUANT TO FLORIDA STATUTES SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE IF THE REQUIREMENT OF THIS SECTION ARE MET.
- B. **Sovereign Immunity.** CITY expressly retains all rights, benefits and immunities of sovereign immunity and nothing herein shall be deemed to affect the rights, privileges, and immunities of City as set forth in Section 768.28, Florida Statutes.
- C. **Insurance.** SUPPLIER shall, at SUPPLIER'S own cost, procure insurance in accordance with Exhibit "B" Insurance Requirements, attached hereto and made a part hereof.

**6. ALTERNATIVE DISPUTE/CONFLICT RESOLUTION.**

- A. In the event of a dispute related to any performance or payment obligation arising under this Agreement, the Parties agree to exhaust the conflict resolution procedures reasonably imposed by CITY prior to filing suit or otherwise pursuing legal remedies.
  - B. SUPPLIER agrees that it will file no suit nor otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in the dispute resolution procedures set forth in subsection (A) of this Section.
  - C. In the event that the CITY'S dispute resolution procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the Parties shall exercise their best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be reasonably imposed by CITY. The costs of voluntary mediation shall be shared equally among the Parties participating in the mediation.
- 7. ASSIGNMENT.** SUPPLIER shall not assign this Agreement, any rights hereunder or any monies due or to become due, nor delegate or subcontract any obligations or work, without the prior written consent of CITY, and any such purported assignment without such written consent shall be void. This Agreement shall be binding on SUPPLIER'S heirs, executors, legal representatives, successors and permitted assigns.

- 8. AUDIT OF BOOKS AND RECORDS.** SUPPLIER shall maintain all books, documents, papers, accounting records and other evidence pertaining to this Agreement during the term of this Agreement and for five (5) years subsequent to the expiration or termination of this Agreement and/or final payment whichever is later. CITY or CITY'S authorized representative, may at all reasonable times during the term of this Agreement and for five (5) years thereafter and upon reasonable notice, inspect and audit the books, documents, papers, accounting records and other evidence pertaining to this Agreement and SUPPLIER shall make such materials available at SUPPLIER'S office upon CITY'S request. In the event any audit or inspection conducted after final payment reveals any overpayment by CITY under the terms of this Agreement, SUPPLIER shall refund such overpayment to CITY within thirty (30) days of notice by CITY. SUPPLIER agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

- 9. AUTHORIZED REPRESENTATIVE.** Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement, and to undertake all obligations imposed on it. The person(s) executing this Agreement for SUPPLIER certifies/certify that he/she/they is/are authorized to bind SUPPLIER fully to the terms of this Agreement.

- 10. CHOICE OF LAW/JURISDICTION.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. In any action or proceeding required to enforce or interpret the terms of this Agreement, venue shall be of the Seventh Judicial Circuit in and for Flagler County, Florida, or the Middle District of Florida in Orlando, FL, if in federal court.
- 11. COMPLIANCE WITH LAWS.** SUPPLIER agrees to comply with all Federal, State, and City laws, ordinances, regulations, and codes applicable to the Services including, but not limited to, the following:
- A. Discrimination/ADA.** SUPPLIER shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and shall take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. SUPPLIER, moreover, shall comply with all the requirements as imposed by the Americans with Disability Act, the regulations of the Federal government issued thereunder, and any and all requirements of Federal or State law related thereto. If SUPPLIER or an affiliate is placed on a discriminatory vendor list, such action may result in termination by CITY. SUPPLIER shall certify, upon request by CITY, that it is qualified to submit a bid under Section 287.134, Discrimination, (2) (c), Florida Statutes.
  - B. Drug Free Workplace.** SUPPLIER shall certify, upon request by CITY, that SUPPLIER maintains a drug free workplace policy in accordance with Section 287.0878, Florida Statutes. Failure to submit this certification may result in termination.
  - C. Immigration.** CITY shall not intentionally award publicly-funded contracts to any SUPPLIER who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) Section 274A(e) of the Immigration and Nationality Act (INA)]. CITY shall consider the employment by SUPPLIER of unauthorized aliens, a violation of Section 274A (e) of the INA.
  - D. Conflict of Interest.**
    - i. SUPPLIER hereby certifies that no undisclosed conflict of interest exists with respect to the Agreement, including, but not limited to, any conflicts that may be due to representation of other clients, customers or vendees, other contractual relationships of SUPPLIER, or any interest in property that SUPPLIER may have.
    - ii. SUPPLIER shall not engage in any action that would create a conflict of interest for any CITY employee or other person during the course of performance of, or otherwise related to, this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.
    - iii. SUPPLIER further certifies that any conflict of interest that arises during the term of this Agreement shall be immediately disclosed in writing to CITY.
    - iv. Violation of this Section shall be considered as justification for immediate termination of this Agreement.
- 12. CONTRACT DOCUMENTS.** The RFSQ and all submissions prepared by SUPPLIER in response to the RFSQ are incorporated herein by reference to the extent not inconsistent with the terms and conditions as set forth herein. Each Exhibit referred to and attached to this Agreement is an essential part of this Agreement. The Exhibits and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Agreement.
- 13. ENFORCEABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. The waiver of a breach of any term or condition of this Agreement or Purchase Order hereunder shall not be deemed to constitute the waiver of any other breach of the same or any other term or condition hereunder. In addition, neither CITY'S review, approval or acceptance of, nor payment for, any Goods provided hereunder shall be construed to operate as a waiver of any rights under this Agreement or the Purchase Order.
- 14. ENTIRE AGREEMENT.** This Agreement shall constitute the entire understanding of the Parties and shall not be changed, amended, altered or modified except in writing and signed by authorized representatives of the Parties with the same formality and equal dignity herewith. All prior agreements, whether written or oral between the Parties



relating to the subject matter hereof are superseded by this Agreement and are of no further force or effect. Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements, whether oral or written. No term included in any invoice, estimate, confirmation, acceptance or any other similar document in connection with this Agreement or a Work Order hereunder shall be effective unless expressly stated otherwise in a writing signed by authorized representatives of the Parties with the same formality and equal dignity herewith. Any amendments to this Agreement must be in writing signed by both Parties. In the event of a conflict between this Agreement and a Work Order or any other writing, this Agreement controls over such inconsistent or additional terms.

- 15. EXCLUSIVITY.** The Parties agree that CITY hereunder is not guaranteeing that any minimum amount of Services will be ordered from SUPPLIER under this Agreement. The relationship between SUPPLIER and CITY is not one of exclusivity. Without limiting the foregoing, SUPPLIER agrees that CITY has the right to benchmark, whether formally or informally, any services offered by SUPPLIER or any terms of this Agreement or any Work Order and to competitively bid any project it may have.
- 16. INDEPENDENT CONTRACTOR.** The relationship of the Parties established by this Agreement and all Work Orders is that of independent contractors. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the Parties, or as making the SUPPLIER, (including its officers, employees, and agents), the agent, representative, or employee of CITY for any purpose, or in any manner, whatsoever. Persons employed by SUPPLIER in the performance of Services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to CITY'S officers and employees either by operation of law or by CITY.
- 17. INTERPRETATION.** This Agreement is the result of bona fide arms length negotiations between CITY and SUPPLIER and all Parties have contributed substantially and materially to the preparation of the Agreement. Accordingly, this Agreement shall not be construed or interpreted more strictly against any one party than against any other party.
- 18. NOTICES.** Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the Parties designate the following as the respective places for giving of notice:

**FOR CITY:**  
The City Manager  
City of Palm Coast  
160 Lake Avenue  
Palm Coast, Florida 32164

**FOR SUPPLIER:**  
David S. Robertson, P.G.  
Connect Consulting, Inc.,  
261 N. Lakeview Drive  
Lake Helen, Florida 32744

- 19. ORDER OF PRECEDENCE.** In the event of a conflict between the terms and conditions of this Agreement and any related exhibits, attachments, proposals, or Work Orders, the terms of this Agreement shall take precedence and control over those of the exhibit, attachment, proposal, or Work Order unless otherwise agreed to in writing by all Parties. In the event of a conflict between the terms and conditions of a Work Order and any related exhibits, attachments, or proposals, the terms of the Work Order shall take precedence and control over those of the exhibit, attachment, or proposal thereto unless otherwise agreed to in writing by all Parties.
- 20. PUBLIC RECORDS LAW.**
- A.** The Parties specifically acknowledge that this Agreement is subject to the laws of the State of Florida, including without limitation, Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the Parties. If SUPPLIER is either a "contractor" as defined in Section 119.0701(1)(a), Florida Statutes, or an "agency" as defined in Section 119.011(2), Florida Statutes, SUPPLIER shall:
- i. Keep and maintain all public records required by CITY to perform the Services herein; and
  - ii. Upon request from CITY'S custodian of public records, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; and

- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement Term and following completion of the Agreement if SUPPLIER does not transfer the records to CITY; and
  - iv. Upon completion of the Agreement, transfer, at no cost, to CITY all public records in possession of SUPPLIER or keep and maintain public records required by CITY to perform the Services herein. If SUPPLIER transfers all public records to CITY upon completion of the Agreement, SUPPLIER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SUPPLIER keeps and maintains public records upon completion of the Agreement, SUPPLIER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY'S custodian of public records, in a format compatible with the information technology systems of CITY.
- B. All requests to inspect or copy public records relating to the Agreement shall be made directly to CITY. Notwithstanding any other provision of this Agreement to the contrary, failure to comply with the requirements of this paragraph shall result in the immediate termination of the Agreement, without penalty to CITY. A contractor who fails to provide the public records to CITY within a reasonable time may be subject to penalties pursuant to Section 119.10, Florida Statutes. Further, SUPPLIER shall fully indemnify and hold harmless CITY, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from SUPPLIER'S failure to comply with these requirements.
- C. IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS, ATTN: VIRGINIA SMITH, CITY CLERK, AT 386-986-3713, vsmith@palmcoastgov.com, 160 LAKE AVENUE, PALM COAST, FLORIDA 32164.**
21. **SEVERABILITY.** If any term, provision or condition contained in this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable, shall not be affected thereby, and each term, provision, and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law when consistent with equity and the public interest.
22. **SUBCONTRACTORS.** In the event that SUPPLIER, during the course of this Agreement, requires the Services of any subcontractors or other professional associates in connection with performance of this Agreement or any Work Order, SUPPLIER must first secure CITY'S prior express written approval. Any subcontract shall be in writing and shall incorporate this Agreement and require the subcontractors to assume performance of SUPPLIER'S duties commensurately with SUPPLIER'S duties to CITY under this Agreement, it being understood that nothing herein shall in any way relieve SUPPLIER from any of its duties under this Agreement or any Work Order hereunder. SUPPLIER shall remain fully responsible for the performance of subcontractors or other professional associates. SUPPLIER shall provide CITY with executed copies of all subcontracts.
23. **WAIVER.** The failure of CITY to insist in any instance upon the strict performance of any provision of this Agreement, or to exercise any right or privilege granted to CITY hereunder, shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

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

**CITY OF PALM COAST**

DocuSigned by:  
By: Matthew Morton  
28DF7AEB7692454...

Print: Matthew Morton

Title: City Manager

Date: Feb 21, 2020 | 7:17 AM EST

**CONNECT CONSULTING, INC.,**

DocuSigned by:  
By: David S. Robertson  
(Authorized Corporate Officer)  
493D2A7F82F4C2...

Print Name: David S. Robertson

Title: President

Date: Feb 18, 2020 | 11:23 AM EST

**Exhibits**

- A - Work Order Template Form
- B - Insurance Requirements

Exhibit A - Work Order Template Form



Work Order # \_\_\_\_\_ PO# \_\_\_\_\_ Project Mgr. \_\_\_\_\_

SUPPLIER NAME: \_\_\_\_\_

Contract Project Title \_\_\_\_\_ Work Order Project Title \_\_\_\_\_

Contract Bid # \_\_\_\_\_ Work Order Bid # \_\_\_\_\_

Contract Resolution # \_\_\_\_\_ Work Order Resolution # \_\_\_\_\_

TOTAL COST: \$ \_\_\_\_\_

1. **INCORPORATION BY REFERENCE** The provisions of the Contract referenced above dated \_\_\_\_\_ ("Agreement") are hereby expressly incorporated by reference into and made a part of this Work Order.
2. **METHOD OF COMPENSATION** (chosed one): \_\_\_\_\_ FIXED FEE/LUMP SUM \_\_\_\_\_ UNIT BASED/ NOT TO EXCEED\*
3. **PRICING** (chosed one): \_\_\_\_\_ ATTACHED \_\_\_\_\_ INCLUDED IN CONTRACT
4. **SCHEDULE** (chosed one): \_\_\_\_\_ AS NEEDED BASIS \_\_\_\_\_ SHALL BE COMPLETED BY - \_\_\_\_/\_\_\_\_/20\_\_\_\_
5. **DESCRIPTION OF SERVICES** (chosed one): \_\_\_\_\_ ATTACHED \_\_\_\_\_ INCLUDED IN CONTRACT
6. **OTHER ATTACHMENTS TO THIS WORK ORDER:** \_\_\_\_\_ No \_\_\_\_\_ Yes If yes, identify: \_\_\_\_\_
7. **MISCELLANEOUS:** \_\_\_\_\_
8. **TIME IS OF THE ESSENCE:** The obligation of Supplier to perform services shall commence upon execution of this Work Order and shall be completed as set forth above. Time is of the essence. Failure to meet the completion date shall be a material default and may be grounds for termination of this Work order and the Agreement.
9. **CONFLICT:** In the event of a conflict between the terms and conditions of the Agreement and this Work Order, the terms of the Agreement shall govern unless otherwise agreed to in writing by all parties. In the event of a conflict between the terms and conditions of this Work Order and any attachments, the terms of this Work Order shall govern unless otherwise agreed to in writing by all parties.

WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for the purposes stated herein.

SUPPLIER APPROVAL

By: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

CITY APPROVAL

By: \_\_\_\_\_

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

Title: Assistant City Manager or Designee

Date: \_\_\_\_\_

BPO Use Only:

Req # \_\_\_\_\_

Requisition Creator \_\_\_\_\_

Select one: \_\_\_\_\_ New PO \_\_\_\_\_ Increase to Existing P.O. Adjustment

## **EXHIBIT B**

### **Insurance Requirements**

#### **1. GENERAL.**

- 1.1. Prior to performance under this Agreement, SUPPLIER shall furnish CITY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required in Section 3 below. CITY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy using CG 1185 or its equivalent, as well as additional insured under the business auto policy. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by SUPPLIER and shall be maintained in force until the Agreement completion date. The insurance provided by SUPPLIER shall apply on a primary basis and any other insurance or self-insurance maintained by CITY or CITY'S officials, officers, or employees shall be in excess of and not contributing with the insurance provided by or on behalf of SUPPLIER. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Certificate of Insurance shall provide that CITY shall be given not less than thirty (30) days written notice prior to the modification, cancellation or restriction of coverage.
- 1.2. Until such time as the insurance is no longer required to be maintained by SUPPLIER, SUPPLIER shall provide CITY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided. In addition to providing the Certificate of Insurance, if required by CITY, SUPPLIER shall, within thirty (30) days after receipt of the request, provide CITY with a certified copy of each of the policies of insurance providing the coverage required.
- 1.3. SUPPLIER waives all rights against CITY for recovery of damages to the extent covered by Commercial General Liability, Commercial Umbrella Liability, Business Auto Liability or Workers Compensation and Employers Liability insurance maintained per requirements herein.
- 1.4. Neither approval by CITY nor failure to disapprove the insurance furnished by a subcontractor or another supplier shall relieve SUPPLIER of SUPPLIER'S full responsibility for performance of any obligation including SUPPLIER indemnification of CITY under this Agreement.
- 1.5. It shall also be the responsibility of SUPPLIER to ensure that all of its subcontractors performing Services under this Agreement are in compliance with the insurance requirements of this Agreement as defined above.
- 1.6. Compliance with the insurance requirements set forth herein shall not relieve SUPPLIER, its employees or agents of liability from any indemnification obligation under this Agreement.
- 1.7. Nothing herein shall be construed as a waiver of sovereign immunity by CITY beyond the limits set forth in Section 768.28, Florida Statutes.

#### **2. INSURANCE COMPANY REQUIREMENTS.**

- 2.1. SUPPLIER shall obtain or possess and continuously maintain the coverage from a company or companies, with a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best CITY. Companies issuing policies other than Workers' Compensation, must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 440.57, Florida Statutes.
- 2.2. If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with Section 440.57, Florida Statutes, or 3) fail to maintain the requisite Best's Rating and Financial Size Category, SUPPLIER shall, as soon as SUPPLIER has knowledge of any such circumstance, immediately notify CITY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as SUPPLIER has replaced the unacceptable insurer with an insurer acceptable to CITY, SUPPLIER shall be deemed to be in default of this Agreement.

3. **COVERAGE.** Without limiting any of the other obligations or liability of SUPPLIER, SUPPLIER shall, at SUPPLIER'S sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum



requirements set forth in this subsection. The amounts and types of insurance shall conform to the following minimum requirements:

### 3.1. Workers' Compensation/Employer's Liability.

**A. Workers Compensation Coverage** SUPPLIER'S insurance shall cover SUPPLIER for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. SUPPLIER will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both SUPPLIER and its subcontractors is outlined in subsection (b) below. In addition to coverage from the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act and any other applicable Federal or State law. Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

#### **B. Employers Liability Coverage**

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

### 3.2. Commercial General Liability.

Using the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability:

LIMITS	
General Aggregate (per project)	\$2,000,000.00 or 2x Per Occurrence (whichever is greater)
Personal & Advertising Injury Limit	\$1,000,000.00
Each Occurrence Limit	\$1,000,000.00

The CGL limits may be satisfied by a combination of primary CGL and Umbrella/Excess coverage. When Umbrella/Excess is provided it shall follow form.

### 3.3. Business Auto Policy.

SUPPLIER'S insurance shall cover SUPPLIER for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned and hired autos.

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

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

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

**3.4. Professional Liability:** SUPPLIER shall provide professional liability insurance as well as errors and omission insurance in a minimum amount of \$1,000,000 CSL or its equivalent, with a combined single limit of not less than \$1,000,000, protecting SUPPLIER against claims of the City for negligence, errors, mistakes, or omissions in the performance of Services to be performed and furnished by SUPPLIER.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/18/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Hall & Company A&E Professional Insurance Program Inc 19660 10th Ave NE Poulsbo WA 98370	<b>CONTACT NAME:</b> Allison Barga <b>PHONE (A/C, No, Ext):</b> 360-626-2007 <b>FAX (A/C, No):</b> 360-626-2007 <b>E-MAIL ADDRESS:</b> abarga@hallandcompany.com  <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Hartford Casualty Insurance Company</td> <td>29424</td> </tr> <tr> <td>INSURER B: Hartford Accident and Indemnity Company</td> <td>22357</td> </tr> <tr> <td>INSURER C: Argonaut Insurance Company</td> <td>19801</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hartford Casualty Insurance Company	29424	INSURER B: Hartford Accident and Indemnity Company	22357	INSURER C: Argonaut Insurance Company	19801	INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Hartford Casualty Insurance Company	29424														
INSURER B: Hartford Accident and Indemnity Company	22357														
INSURER C: Argonaut Insurance Company	19801														
INSURER D:															
INSURER E:															
INSURER F:															
<b>INSURED</b> Connect Consulting Inc 261 N Lakeview Dr Lake Helen FL 32744	467														

## COVERAGES

CERTIFICATE NUMBER: 1078739387

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		52SBMNL0852	9/28/2019	9/28/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 4,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY		52UECHA1233	9/28/2019	9/28/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		52SBMNL0852	9/28/2019	9/28/2020	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A		52WECPI3885	9/28/2019	9/28/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liab: Claims Made		121AE000181601	9/28/2019	9/28/2020	\$2,000,000 Per Claim \$2,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The certificate holder is an additional insured per the attached.

Project/Job Name: Hydrogeological Services

## CERTIFICATE HOLDER

## CANCELLATION

City of Palm Coast, Florida Attn: Dianne Torino 160 Cypress Point Parkway, Ste. B106 Palm Coast FL 32164-8436	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b> 
------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

© 1988-2015 ACORD CORPORATION. All rights reserved.



**EXHIBIT C**  
**PROFESSIONAL SERVICES LABOR RATE SCHEDULE**

**CITY OF PALM COAST**  
**PROFESSIONAL HYDRGEOLOGICAL SERVICES**  
**MASTER SERVICES AGREEMENT**  
**BID/REFERENCE #: RFSQ-CD-20-31**

**Connect Consulting, Inc.**  
**261 N. Lakeview Drive**  
**Lake Helen, Florida 32744-2711**  
**386-473-7766**

**2020 Billing Rates**

<b>Category</b>	<b>Rate (\$/hr.)</b>
Principal Hydrogeologist / Geologist / Engineer	165
Professional Geologist / Engineer	150
Senior Hydrogeologist / Geologist / Engineer	130
Senior Field Geologist / Engineer	120
CADD Operator / Graphics Specialist	120
Field Geologist / Engineer	105
Field Technician / Well Inspector	95
Office / Administrative Support	75

Note: 3% escalation factor per year on labor rates

**From:** noreply@civicplus.com  
**Sent:** Thursday, October 22, 2020 11:39 AM  
**To:** Jeanelle Jarrah; Penny Overstreet  
**Subject:** Online Form Submittal: Commission Agenda Item Application

## Commission Agenda Item Application

Individual's Name	Steve Scott
Phone Number	386-562-6947
Business Name	Member: Friends of Pal Parker Park and Mirror Lake Watershed Group
Street Address	2594 Lakeshore Dr.
Mailing Address	<i>Field not completed.</i>
City	Flagler Beach
State	FL
Zip	32136
Subject matter to be discussed with the commission	Creation of Citizen/Council Board Member PAL PARKER PARK Planning Committee
Background information regarding the subject	<p>1. Create a citizen/Board member committee to come up with a timely NON BINDING plan, that most can agree on, that gives the new City Manager viable, citizen, and Board backed plans that he/she can review and present before the full City Council.</p> <p>2. Empower this committee to talk to the state DEP, as a city, to determine, in writing our full current and revised responsibilities to complete the Park. Determine in writing, what the State would actually do, if the City did not fully comply.</p> <p>3. Empower this committee to dialog with the FIND Program, as a city, to determine, all possible modifications and satisfactions needed to get our \$126K (money already spent on planning, design, and survey work) back.</p> <p>We have a group of concerned homeowners that live around</p>

the park, who would be interested in serving. At least one Board member would be needed.

Requested Action sought from the commission	Motion and approval to create Citizen/Council Board Member PAL PARKER Park Planning Committee
---------------------------------------------	--------------------------------------------------------------------------------------------------

Attachments	
-------------	--

<i>Field not completed.</i>	
-----------------------------	--

<i>Field not completed.</i>	
-----------------------------	--

<i>Field not completed.</i>	
-----------------------------	--

<i>Field not completed.</i>	
-----------------------------	--

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

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

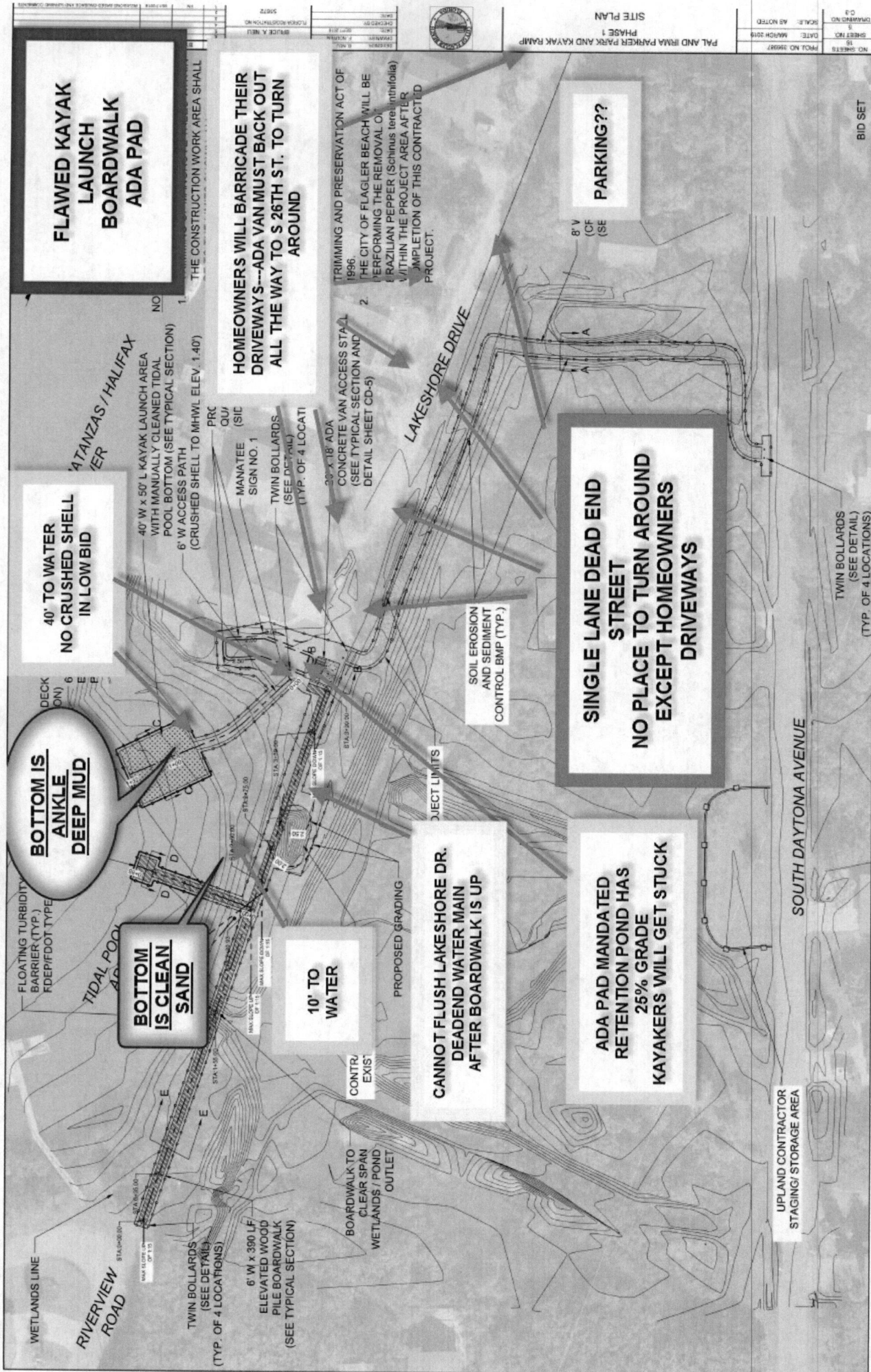
Signature of Applicant	Steve Scott
------------------------	-------------

Date	10/22/2020
------	------------

Email not displaying correctly? [View it in your browser.](#)



**ADA PAD MANDATED  
RETENTION POND HAS  
25% GRADE  
KAYAKERS WILL GET STUCK**



█ Rick Belhumeur RBelhumeur@CityofFlaglerBeach.com Hide ▾ Thu, Aug 1, 2019 10:39 am

To Steve Scott enersteve@aol.com

Cc renekerl@bellsouth.net renekerl@bellsouth.net,  
pnro@att.net pnro@att.net

Steve, I'd be happy to meet with you. I just wish you had stayed in touch either with me, or by following the process the Commission has taken to get where we are. Give me a call, I have a few questions for you and it is so much easier than pecking at this phone. Thank you, Rick  
386-503-5030

In 2019, Rick Belhumeur encouraged our group to "stay in touch, and follow the Commission process".

We're now ready in 2020 to be part of that process.



KAYAK LAUNCH

SILVER LAKE





### **Goals for Pal Parker Park Citizen/Board Member Planning Committee**

- Request meeting space from the Commission
- Create a working group of between 5 and 7 citizens and at least one Board member.
- Dialog via city email through Penny Overstreet's office with the State DEP for direction, rules and exceptions.
- Dialog via city email through Penny Overstreet's office with the FIND grant program to maximize their participation in funding work done so far and future work.
- Present a progress report to the Commission from time to time.
- Create a meeting schedule that gets the required plans completed and ready for the new City Manager by Feb. 1, 2021
- Design and recommend a Pal Parker Park we can all agree on and be proud of.



## Penny Overstreet

---

**From:** Chastain Evelyn <evelynchastain@yahoo.com>  
**Sent:** Wednesday, December 9, 2020 10:13 PM  
**To:** Penny Overstreet  
**Subject:** December 10 Public Comments

### December 10 Public Comments

Item #15: I support the appointment of a Pal Parker Citizens Planning Committee in order to bring a revised park proposal to the Commission. Additional citizen input is needed particularly from surrounding property owners. The current plan design has one parking space on the property, therefore, will be a nuisance and negative impact on surrounding property owners impacted by public parking on private property.

Item #19: Current parking at this site is being used for portable structures and tents to expand restaurant capacity. Eliminating the portable structures will return parking to meet the facility capacity. I do not support the expansion for additional parking.

Item #20: I do not support the Special Exception for the proposed project. The number of units and potential to pack several hundred people into the 1.3 acre site is not in keeping with the unique nature of Flagler Beach.

Thank you for the opportunity to speak to these three items on the December 10 agenda.

Evelyn Chastain  
625 Riverview Road  
Flagler Beach, Florida 32136

# City of Flagler Beach Agenda Application

#16

INDIVIDUAL'S NAME: SCOTT CHAPUIS

BUSINESS NAME: ~~THE~~ ~~THINK~~ EDTF  
(If Applicable)

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

MAILING ADDRESS: \_\_\_\_\_  
(Please provide City & Zip Code)

PHONE NUMBER: 386 - 295 - 0705

EMAIL: SCOTT C CHAPUIS@gmail.com.

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

Update on information banner over SR 100 @  
the base of the bridge.

BACKGROUND INFORMATION REGARDING THE SUBJECT:

(OVER)

# City of Flagler Beach

## Agenda Application Continued

### REQUESTED ACTION SOUGHT FROM THE COMMISSION:

Approval to move forward with engineering costs.

---

---

### ATTACHMENTS:

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

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

Scott Chappard  
SIGNATURE OF APPLICANT

12.1.2020  
DATE

Banner over SR 100

Spoke with FDOT engineers about the process of installing a banner across SR 100 for eastbound traffic to view as they are headed towards the beach.

There is a banner Application form 575-070-18

A general use permit checklist

A general use permit # 850-040-05

I was provided with a chapter 14-43 Regulation of signs, Canopies over streets and sidewalks.

Also any permits required by the city to be applied for.

Al Newman (Permit engineer Flagler / Volusia )FDOT

Tom Russ also very helpful in the information process.

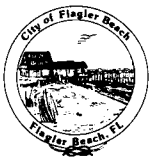
Alan Ferguson, Permit coordinator Deland.

Polls must be outside of ROW with preference on city property. If on private property, permission from the owner is mandatory.

Structural engineer (Mike Simko) to provide statistics for banner support.

Permits for both the sign polls and the banners including city permits submitted for approval 1-2 weeks

Must check on rules for advertising in the city.



# FLAGLER BEACH CITY COMMISSION

Item No: 17 a.

**Meeting Date:** December 10, 2020

**Issue:** Approve the semifinalist list for the City Manager search and authorize the Police Chief to begin the back-ground checks on the applicants – Ken Parker, Senior Advisor – Time Certain Item 7:10 p.m.

**From:** Summary submitted by Penny Overstreet, City Clerk

**Organization:** City of Flagler Beach

---

**RECOMMENDATION:** Approve the list and authorize the Police Chief to begin back-ground checks.

**BACKGROUND:** T Mr. Parker is meeting on the 9<sup>th</sup> with two additional Senior Advisors to review the applications and deduce them down to a finalist list. That list will be provided to you later today or early tomorrow morning. This step is necessary to remain on the target schedule to have a Manager hired before the March 2, 2021 election.

**BUDGETARY IMPACT:**

**LEGAL CONSIDERATIONS/SIGN-OFF:**

**PERSONNEL:**

**POLICY/REQUIREMENT FOR BOARD ACTION:**

**IMPLEMENTATION/COORDINATION:**

Attachments

•



To: Mayor and Members of the Flagler Beach City Commission  
From: Ken Parker, ICMA/FCCMA Senior Advisor  
Subject: Listing of Candidates for Your Consideration  
Date: December 9, 2020

The Senior Advisor Team met on December 9, 2020 at 10 a.m. in the City of Flagler City Commission Chambers to review the resumes of all the candidates that applied for the City Manager position. All the Senior Advisor Team agreed that you had a strong applicant pool and a large number of applicants. The pool was very diverse in terms of qualification and experience.

As some of the Commission Members can attest, the Senior Advisors discussed each of the resumes. Our primary aim was to attempt to provide you with the best candidates who met both the legal requirements as established in the City Charter as well as the ones who most closely met the Ideal Candidate Profile.

I received a call from one of the candidates this week informing me that a friend of his who is also and acquaintance of a City Commission Member may have inadvertently mention in a Thanksgiving call that she knew the individual and spoke highly of the candidate. He wanted me to know that he did not know that the friend had mentioned him nor did he solicit her making contact with the Commission Member. He learned about the discussion several days after the call. I determined that the contact was not solicited by the applicant nor did he ask his friend to make the contact on his behalf. I wanted you to be aware of the call I received.

Before I provide you with a listing of names, again, let me express my appreciation to you and your staff. I have heard from several people about how impressed they were with the job announcement. I think that the job announcement presented your City in an excellent light and was one of the reasons that you had such a large applicant pool.

It was pointed out today that the list that we are providing you is based upon a resume review. As I stated to you, Senior Advisors do not perform background checks on any of the candidates nor do we warrant that the background on any of the candidates. As I stated at the very beginning, I encourage you to do a detailed, high level background check before you make the final decision on who to invite to be interviewed.

After reviewing the entire pool, we narrowed the applicant pool to 15 individuals. From a paper review, it appears that any of 15 are all qualified. We divided the list into two groups, best qualified which means they most closely meet the job requirements and profile and a group that is qualified and could perform the task.

**Best Qualified**

Lee Evett, Seth Lawless, Ben Newhouse, David Strohl, Stacy Tebo, Steven Wheeler, and William Whitson.

**Qualified**

John Barkley, Dru Driscoll, Stanley Hawthorne, Rodney Lucas, Martin Moore, Martin Murphy, Scott Randall, and John Rostash.

There are policy questions that need to answered by the City Commission.

- Is the City Commission ready to move forward to finalize the list of candidates who will be asked to go through the background check phase?
- How many candidates do we want to ask to go through the background phase of the process?
- Are there candidates a City Commission would like to add to the list for consideration?
- Are there candidates on the Senior Advisors list that you would like to delete from further consideration?
- Finalizing the listing of individuals who will undergo the background check.

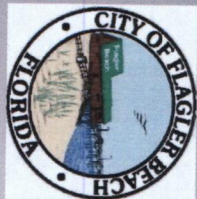
### **Next Steps**

If the City Commission finalizes the list on Thursday night, then the City would provide those applicants with the proper release forms so that the background checks can be performed.

Once the background materials are completed, the City Commission would be named as finalist and invited to interview for the position. I would work with you to manage the process. Because of covid-19, it may require some modifications to the normal interview process. I provide you with alternatives to the normal interview process.

I look forward to meeting with you on December 10, 2020. Should you have questions, please feel free to contact me.





# **City of Flagler Beach**

Planning and Building Department

## **FINAL SITE PLAN**

## **MIXED-USE BUILDING**

**102 2<sup>ND</sup> ST N**

**November 10, 2020**

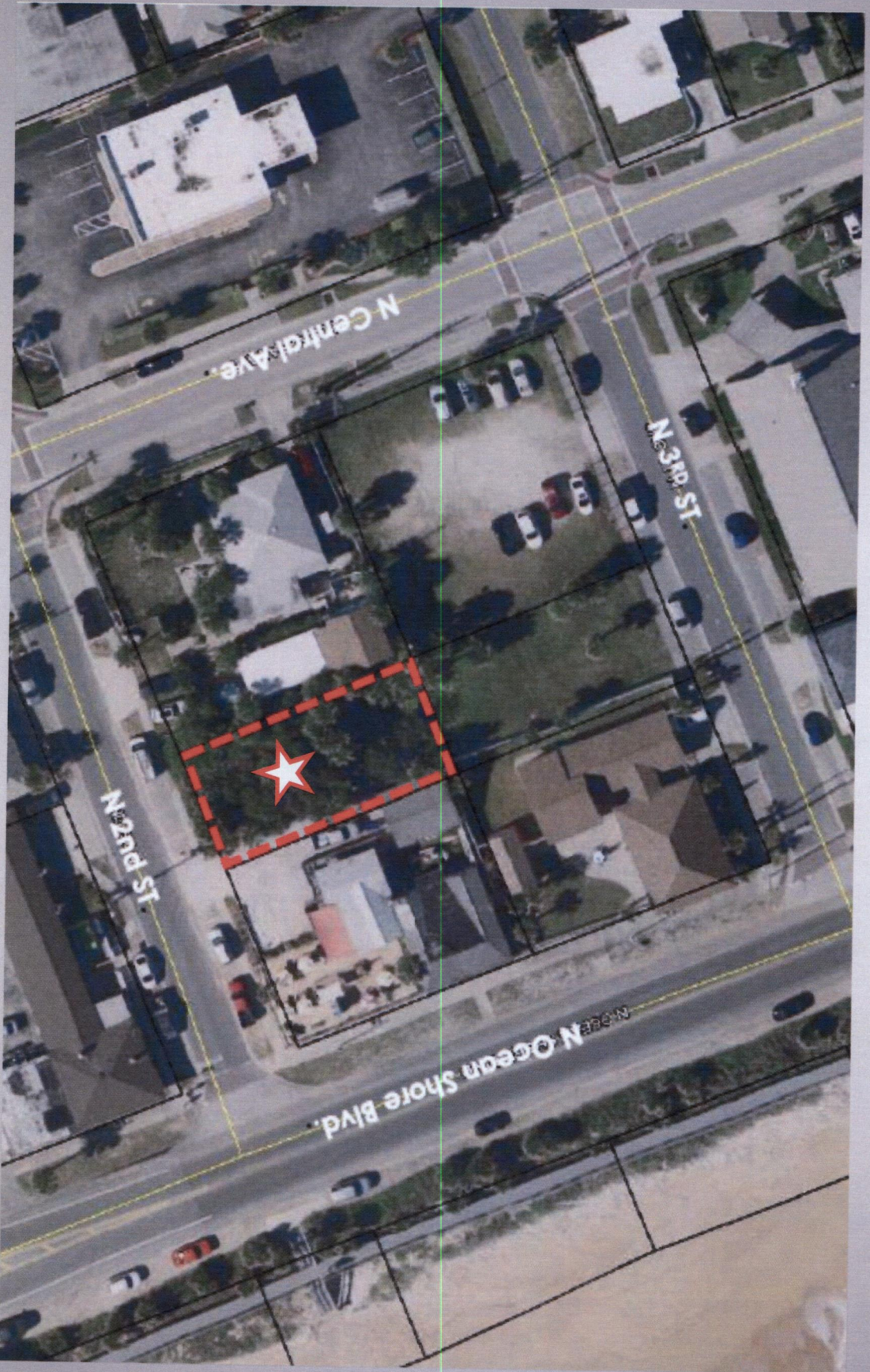




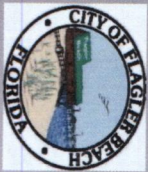
# **City of Flagler Beach**

## **Planning and Building Department**

### **LOCATION MAP**



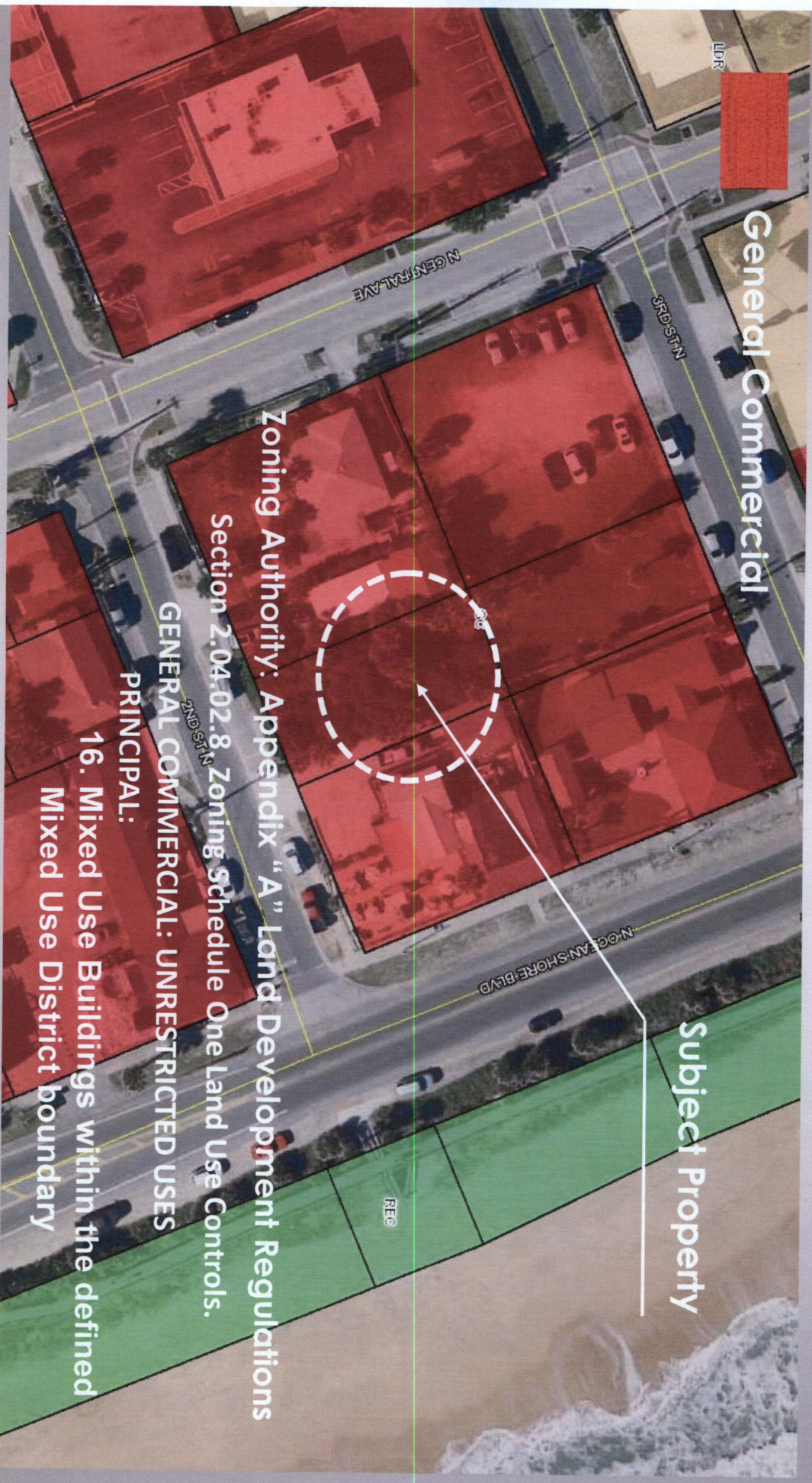




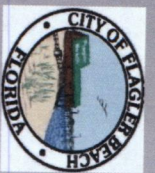
# City of Flagler Beach

Planning and Building Department

## Zoning Map



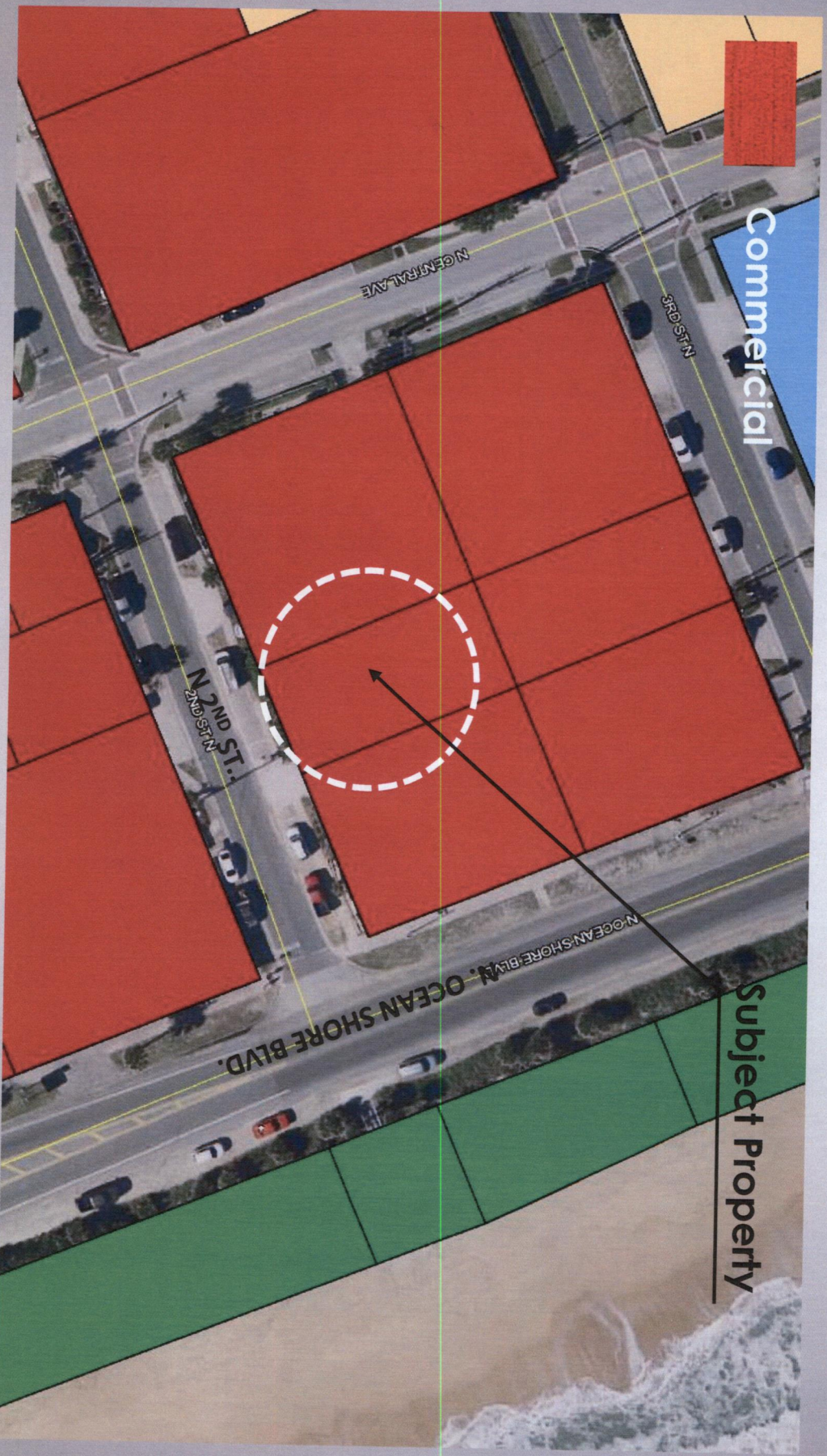




# City of Flagler Beach

Planning and Building Department

## Future Land Use Map











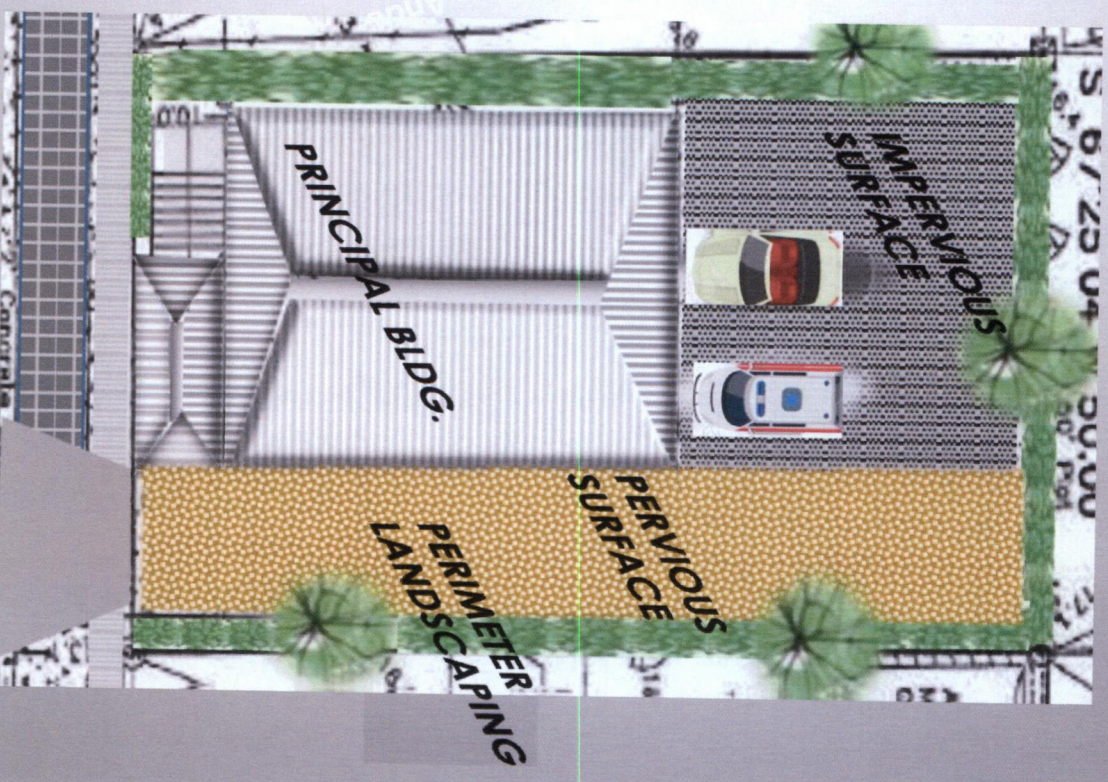
# City of Flagler Beach

## Planning and Building Department

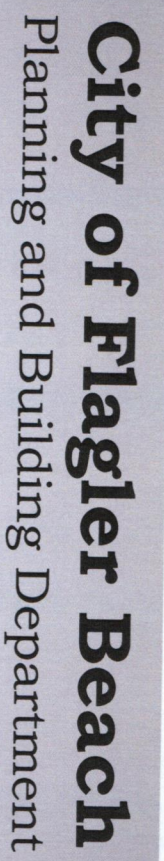
### DEVELOPMENT SUMMARY

- ☐ Site Area: 5,000.6 SQ. FT.
- ☐ Units Proposed: 3
- ☐ Parking:  
RESIDENTIAL  
Required: 2  
Provided: 2  
VAC. RENTALS:  
Required: 2  
Provided 2 (Parking Pool)
- Lot Coverage
  - ☐ Maximum: 85 %  
Proposed: 57%
  - ☐ Building Height: 34' 6"  
dry

### Site Plan







# Building Elevations

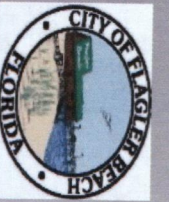


# SOUTH

WEST

# EAST





# City of Flagler Beach

Planning and Building Department

## Building Elevations





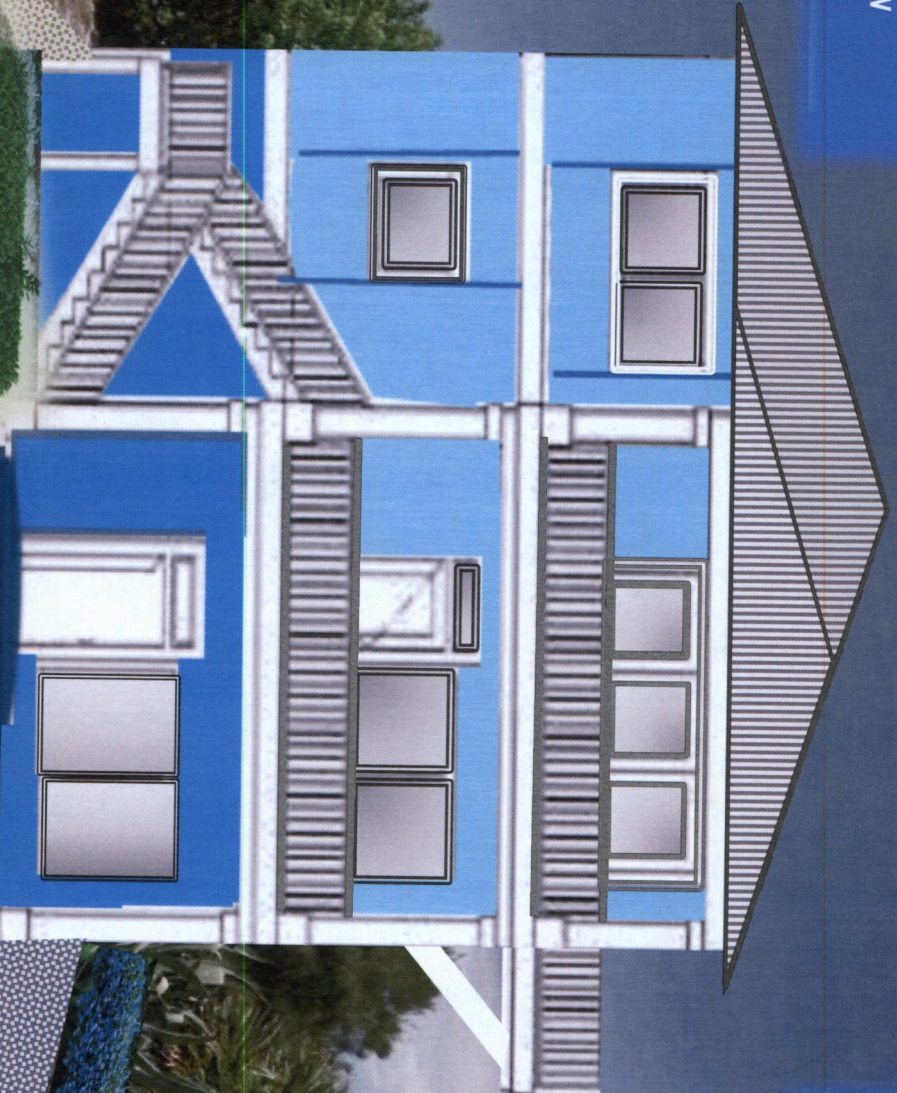


# City of Flagler Beach

## Planning and Building Department

STREET VIEW

102 2nd ST. N



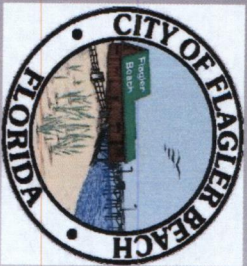
Google Earth

© 2020 Google



7





# City of Flagler Beach

Planning and Building Department

## ***Staff Recommendation:***

Planning and Architectural Review Board recommend approval of final site plan SP#20-11-01 to the City Commission contingent upon:

1. Civil Engineering Plans – Outstanding comments to be addressed prior to building permit application.





# City of Flagler Beach

## Planning and Building Department

**Date:** ..... December 3, 2020

**To:** ..... Ms. Jane mealy, Chair, City Commission  
City Commission Members

**Subject:** ..... Site Plan Application: #SP-20-11-01 – Mixed - Use Building  
(See Attachment #1- Application)

### UPDATED SUMMARY

The Planning and Architectural Board (PARB) discussed the subject application at the regularly scheduled meeting held November 10, 2020. The application was approved by virtue of a 4-1 vote. The one negative vote questioned the 50% commercial floor area development standard limitation applicable to mixed-use buildings and whether the Land Development Regulations were being followed.

The above noted concern was clarified subsequent to the meeting wherein it was confirmed that the "commercial" entity of the building is twenty-nine (29) percent of the overall floor area of the structure.

#### **A. SUMMARY IN BRIEF:**

##### Location:

GEORGE MOODY SUB DIV BL 6 LOT 8. (See Attachment #2 - Survey)

##### Address:

102 2<sup>nd</sup> St. N. (See Attachment #3 Location Map).

##### Zoning, Future Land Use and Current Use

Zoning District	Future Land Use Map	Current Land Use
General Commercial	Commercial	Vacant

##### Proposed Development

The applicant has submitted a final site development plan to improve the property as a mixed-use building. The proposed building is designed to accommodate two (2) vacation rentals on the lower two (2) floors and a residence on the third floor (See ATTACHMENT #4 Site Plan).

##### Existing Conditions

As indicated above, the property is vacant; situated on the southerly corner of N. 4<sup>th</sup> St. and N. Ocean Shore Blvd. Site conditions are as follows:

- Lot area – 50' x 100' (5,009+/- square feet).
- Generally flat, covered by typical native dune type vegetation and grasses and scattered trees.
- Gopher tortoise habitation (unverified)
- Existing perimeter sidewalk/streetscape improvements street frontage adjacent to N. 2<sup>nd</sup> St.

#### **B. Compatibility With Land Development Regulations**

The proposed development is situated within the Mixed Use District and more specifically, the Downtown Mixed Use District. As such, site design and building design development standards are specific to the Downtown Mixed Use District character area guidelines outlined in the Land Development Regulations Section 2.04.02.7.1, Downtown Design Guidelines Regulations; Chapter 4 and Section 2.04.02.12, Mixed-Use Building Regulations.

The purpose of the Downtown Design Guidelines is to provide a basis for evaluating development and redevelopment proposals and act as a guide for making decisions about improvements within the boundaries of the Downtown Area.

Schedule Two of the Land Development Regulations requires minimum lot, yard and bulk regulations for mixed-use buildings within the Downtown Mixed Use District, as follows:

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

District/Category Commercial/ Mixed Use	Lot Area	Lot Width	Lot Depth	Unit Density	Front Yard (feet)	Side Yard (feet)	Rear Yard (feet)	Height (feet)	Lot Coverage Impervious
Mixed use	No minimum Lot area	N/A	N/A	1 unit/ 1,750 ft <sup>2</sup>	0'-5'	0'-5' One side only	10'	35'	85%

### Proposed Development

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

District/Category Commercial/ Mixed Use	Lot Area	Lot Width	Lot Depth	Unit density	Front Yard (feet)	Side Yard (feet)	Rear Yard (feet)	Height (feet)	Lot Coverage Impervious
Mixed-use bldg.	5,109+/- Sq. ft.	50'+/-	100'+/ -	1	0/5'	0'/5' +/-	40+/- ft.	34 '6"	63%

## C. DOWNTOWN DESIGN GUIDELINES: SITE DESIGN

### 1. Building Placement

#### Interior Lot

#### 1. Maximize the street frontage of the building.

Finding: Compliant

#### 2. Build-To Line

- o Front Line: Zero (5'-10') feet

Finding: Compliant

- o Side Line: Build to property line on one (1) side, twenty (20) feet on other side.

Finding: 5' off-set to enable access/maintenance within property boundary/Accepted

- o Rear Line: Build-to determined by building location and arrangement of parking; but no closer than 10'.

Finding: Compliant

#### 3. Building Frontage

- 1. Buildings should be located at or within zero feet of the property line adjoining the street for no less than sixty-five (65) percent of street frontage.

Finding: Compliant

street frontage.

Finding: Compliant



#### 4. Parking

##### Location

1. On-street parking shall be provided along the perimeter of the development parcel, on the public right-of-way.

Finding: Compliant

2. Street or sidewalk areas may not be used for off-street parking purposes. Individual ingress and egress drives extending across the public sidewalks and curbs and connecting the off-street parking spaces to the public street areas shall not exceed a maximum of twelve (12) feet for a one-way drive and eighteen (18) feet for a two-way drive.

Finding: Compliant

3. Required off-street parking should be located on the same parcel as the uses served.

Finding: Compliant

4. Off-street parking shall be limited to the sides or rear of the building(s) and screened from street view with appropriate perimeter landscape material per Section 5.04.02, Criteria for parking lots and vehicular use, Land Development Regulations. No off-street parking shall be located between a building and the adjacent street frontage.

Finding: Non – Compliant (See Parking Summary below)

##### Parking Design

1. Maximum parking stall dimensions for off-street parking and on-street parking should include the following principles:

- c. Ninety (90) degree parking should have a minimum width of eight and six-tenths (8.6) feet by eighteen (18) feet.

Finding: Compliant

- Parking should not be located such that it interrupts the storefront continuity along the sidewalk.

Finding: Compliant

- On-site parking should be located behind buildings or to the side of the building, when possible.

Finding: Compliant

#### DOWNTOWN Mixed Use District

##### Parking

Maximum amount of off-street parking permitted for all uses in the Downtown A1A Retail District should conform to Section 2.06.02.1 Schedule of Off-Street Parking Requirements.

Finding: Compliant

#### **D. SECTION 2.04.02.12 MIXED-USE BUILDING REGULATIONS. (SEE ATTACHMENT #5 BLDG. ELEVATIONS)**

##### Parking:

Residential uses—Two (2) spaces per unit per Section 2.06.02.1 Schedule of Off-Street Parking Requirements

Hotels/motels — One (1) space per one (1) space per sleeping unit plus one (1) space additional space per five (5) units (N/A), per Section 2.06.02.1 Schedule of Off-Street Parking Requirements.

Required parking calculation: Total number of spaces shall be rounded to the next higher number only when a fraction thereof is greater than one-half (.50).

### Section 2.06.02.1 Schedule of Off-Street Parking Requirements

USE	PARKING REQUIRED	PARKING PROVIDED
Residential	2 per dwelling unit	2 (Garage)
Vacation Rentals	2	2 (Downtown New Construction Parking Pool)

#### **PARKING SUMMARY**

##### Required Spaces – 4

- ❖ Residential – 2 spaces
- ❖ Commercial – 2 spaces

Finding: Compliant

**NOTE:** Applicant to secure two (2) parking spaces as provided for in Section 2.06.10.2 New Construction Parking Exemption Zone.

##### North Zone Parking Pool Boundary

A line commencing from the middle of N. Flagler Avenue at SR 100, then north to North 2nd Street, then east to Central Avenue to the point of the General Commercial Zoning District, then north to N. 3rd St., then east to the point of the General Commercial Zoning, then north to N. 4th St. then east ending at A1A, then south to SR100, then west ending at the centerline of N. Flagler Ave.

And

##### **Section 2.06.10.3 Downtown Core On-Street Parking Pool.**

- Parking Pool space availability - Shall be restricted to the zone in which the proposed new construction is located.
  - North Zone - 55 spaces TotalApplication request – 2  
Pool Balance - 53

#### **F. Building Massing**

- In order to minimize the perceived size of a building, step down its height toward the street, neighboring structures and the rear of the lot.  
Finding: Compliant
- In order to break up the perceived mass of structure, divide it into modules that are similar in size to buildings seen traditionally.  
Finding: N/A – Building does not exceed 50 ft. frontage

##### Building Height

Building heights are identified by the number of stories above grade and is measured as the vertical distance from the finished grade at the center of the front of the building to:

To the mean height level between eaves and ridge for gable, hip and gambrel roofs

Finding: Compliant

##### Facade Guidelines

##### Vertical Setbacks

1. Front: Between the second and third floor of the building, there should be a minimum setback of six (6) feet when possible.  
Finding: Compliant
2. Side facing a street: Between the second and third floor of the building, there should be a minimum setback of six (6) feet when possible.  
Finding: Compliant – Deck/balcony create off-set of façade.

#### Bands of Composition

1. Buildings should be designed to establish the following three (3) bands of vertical composition:
  - o Base (one (1) story),
  - o Mid-section (second and third stories),
  - o Top (roof).Finding: Compliant

#### Facade Composition

- o On the ground floor of the primary facade, there shall be a minimum of one (1) break for every fifty (50) feet of front elevation.  
Finding: Compliant
- o The first floor or the primary facades of a building shall, at a minimum, utilize windows between the heights of three (3) feet and eight (8) feet above the walkway grade.  
Finding: Compliant

#### Ground Floor Composition

The ground floor facade should contain a minimum of three (3) of the following facade design elements (one of which must be awnings/canopy):  
Finding: Compliant

- ✓ Overhangs
- ✓ Raised cornice parapets over the doors
- ✓ Projected canopies
- ✓ Awnings/Canopies
- ✓ Projecting Sill

---

#### Fenestration Ratio

- o Encourage largely transparent, open and inviting facades at the lower levels (ground floor) of the building to accentuate pedestrian environment.  
Finding: Compliant
- o Encourage a greater ratio of solid wall to window allowing for more variety of architectural material and elements at the upper floors. Approximately twenty-five (25) to forty (40) percent window to wall ratio is desirable in the facade area for each building facade area adjoining a street.  
Finding: Non-Compliant – North elevation (rear yard)  
**NOTE:** Two sets of (2) Double pane windows added to north building elevation

### **G. Architectural Elements**

#### Roof Eaves

- o The roof eaves may extend five (5) feet into the building setback within the property.
- o Balconies

Balconies may be built six (6) feet into the front and side vertical setbacks above the second floor.

Finding: Compliant

- o *Awnings, Arcades and Canopies*

N/A

- o Awnings, arcades and canopies on the first floor may extend five (5) feet into the building setback if the bottom of the awning is ten (10) feet above the sidewalk and they should be built within the build-to zone of the front and side setbacks.

Finding: Compliant

#### Exterior Materials

The following materials are encouraged for exterior building construction:

1. Stucco\*\*
2. Brick
3. Concrete masonry units, e.g. Hardiplank
4. Stone
5. Wood, Clapboard siding
6. Tiles

Finding: Compliant

The following materials are prohibited for exterior building construction:

1. Plastic siding
2. Corrugated or reflective metal panels
3. Smooth or ribbed-faced concrete block
4. Wood sheeting

Finding: Compliant

#### **H. Supplemental site improvement regulations:**

- a. Minimum ground floor, floor to ceiling height of ten (10) feet.

Finding: Compliant

- b. Decorative finish (e.g. texture finishes and coatings) and/or design feature shall be applied to all exterior walls facing a street or residential zone.

Finding: Compliant

- c. The frontage yard area between the building and property line shall be finished in a surface material to accommodate pedestrian traffic, seating or other use deemed suitable by approval of the planning and architectural review board and the city.

Finding: Compliant (open porch)

- d. Balconies, walkways, porticos are permitted as structural enhancements not to extend beyond six (6) feet from the building line.

Finding: Compliant

- e. Balconies shall not be permitted to extend over drives and/or parking areas.

Finding: Balcony proposed @ 3<sup>rd</sup> floor, deemed non-factor.

- f. Joint common access drives are encouraged for two or more contiguous interior lots owned exclusively or under separate ownership to enhance two-way access thereby decreasing access width from the required fifteen (15) feet to twelve (12) feet for each lot.

Finding: N/A



g. Sidewalks shall be required abutting the property frontage extending the length of the property whether or not on-street parking is required. Sidewalks to be constructed per city approval and be six (6) feet in width.  
Finding: N/A

h. Trash collection containers shall be provided behind building structures and screened. Dumpster shall be required when the total number of combined units total five (5) or greater.  
Finding: TO BE DETERMINED

I. *Landscaping*: All requirements as specified in Article 5, Section 5.04.00, Landscaping.

Finding: Compliant – Landscaping plan provided (plant selection and minimum requirements compliant) **(SEE ATTACHMENT #6 LANDSCAPE PLAN)**

#### **STAFF RECOMMENDATION**

City Commission approve application #SP20-11-10.

#### **ATTACHMENTS:**

Attachment #1– Application  
Attachment #2 - Survey  
Attachment #3 – Location Map  
Attachment #4 – Site Plan  
Attachment #5 – Building Elevations  
Attachment #6 – Landscape Plan  
Attachment #7 – Stormwater Plan

PLAN	DESIGNED: JMC	<h2 style="text-align: center;">Zahn Engineering, Inc.</h2> <p style="text-align: center;">Civil Engineering • Land Planning • Permitting</p> <p style="text-align: center;">150 South Palmietto Avenue, Suite 201, Daytona Beach, Florida 32114          Ph: (386) 252-0020 - Fax: (386) 252-6050  <a href="http://www.zahneng.com">www.zahneng.com</a></p>	NO.	DATE	APPR.	REVISION DESCRIPTION
	DRAWN: ARJ		1	11-10-20	JMC	REVISED PER COMMENTS DATED 10-13-2020
SHEET	CHECKED: JMC					
	DTE: 09-22-20					
FLAGLER COUNTY, FL	FILE: 1209					



#18

# City of Flagler Beach

## Planning and Building Department

Date: ..... November 2, 2020

To: ..... Don Deal, Chairman, Planning and Architectural Review Board and Board Members

Subject: ..... Site Plan Application: #SP-20-11-01 – Mixed - Use Building  
(See Attachment #1- Application)

### A. SUMMARY IN BRIEF:

#### Location:

GEORGE MOODY SUB DIV BL 6 LOT 8. (See Attachment #2 - Survey)

#### Address:

102 2<sup>nd</sup> St. N. (See Attachment #3 Location Map).

#### Zoning, Future Land Use and Current Use

Zoning District	Future Land Use Map	Current Land Use
General Commercial	Commercial	Vacant

#### Proposed Development

The applicant has submitted a final site development plan to improve the property as a mixed-use building. The proposed building is designed to accommodate two (2) vacation rentals on the lower two (2) floors and a residence on the third floor (See ATTACHMENT #4 Site Plan).

#### Existing Conditions

As indicated above, the property is vacant; situated on the southerly corner of N. 4<sup>th</sup> St. and N. Ocean Shore Blvd. Site conditions are as follows:

- Lot area – 50' x 100' (5,009+/- square feet).
- Generally flat, covered by typical native dune type vegetation and grasses and scattered trees.
- Gopher tortoise habitation (unverified)
- Existing perimeter sidewalk/streetscape improvements street frontage adjacent to N. 2<sup>nd</sup> St.

### B. Compatibility With Land Development Regulations

The proposed development is situated within the Mixed Use District and more specifically, the Downtown Mixed Use District. As such, site design and building design development standards are specific to the Downtown Mixed Use District character area guidelines outlined in the Land Development Regulations Section 2.04.02.7.1. Downtown Design Guidelines Regulations; Chapter 4 and Section 2.04.02.12, Mixed-Use Building Regulations.

The purpose of the Downtown Design Guidelines is to provide a basis for evaluating development and redevelopment proposals and act as a guide for making decisions about improvements within the boundaries of the Downtown Area.

Schedule Two of the Land Development Regulations requires minimum lot, yard and bulk regulations for mixed-use buildings within the A1A Retail Corridor as follows:

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

District/Category Commercial/ Mixed Use	Lot Area	Lot Width	Lot Depth	Unit Density	Front Yard (feet)	Side Yard (feet)	Rear Yard (feet)	Height (feet)	Lot Coverage Impervious
Mixed use	No minimum Lot area	N/A	N/A	1 unit/ 1,750 ft <sup>2</sup>	0'-5'	0'-5'	10'	35'	85%

### **Proposed Development**

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

District/Category Commercial/ Mixed Use	Lot Area	Lot Width	Lot Depth	Unit density	Front Yard (feet)	Side Yard (feet)	Rear Yard (feet)	Height (feet)	Lot Coverage Impervious
Mixed-use bldg..	5,109+/- Sq. ft.	50'	100'	1	0/5'	0'/5' +/-	40+/- ft.	34 '6"	63%

## **C. DOWNTOWN DESIGN GUIDELINES: SITE DESIGN**

### **1. Building Placement**

#### **Interior Lot**

#### **1. Maximize the street frontage of the building.**

Finding: Compliant

#### **2. Build-To Line**

- o Front Line: Zero (5'-10') feet

Finding: Compliant

- o Side Line: Build to property line on one (1) side, twenty (20) feet on other side.

Finding: 5' off-set to enable access/maintenance within property boundary/Accepted

- o Rear Line: Build-to determined by building location and arrangement of parking; but no closer than 10'.

Finding: Compliant

#### **3. Building Frontage**

1. Buildings should be located at or within zero feet of the property line adjoining the street for no less than sixty-five (65) percent of street frontage.

Finding: Compliant

street frontage.

Finding: Compliant

#### **4. Parking**

##### **Location**

1. On-street parking shall be provided along the perimeter of the development parcel, on the public right-of-way.

Finding: Compliant



2. Street or sidewalk areas may not be used for off-street parking purposes. Individual ingress and egress drives extending across the public sidewalks and curbs and connecting the off-street parking spaces to the public street areas shall not exceed a maximum of twelve (12) feet for a one-way drive and eighteen (18) feet for a two-way drive.

Finding: Compliant

3. Required off-street parking should be located on the same parcel as the uses served.

Finding: Compliant

4. Off-street parking shall be limited to the sides or rear of the building(s) and screened from street view with appropriate perimeter landscape material per Section 5.04.02, Criteria for parking lots and vehicular use, Land Development Regulations. No off-street parking shall be located between a building and the adjacent street frontage.

Finding: Non – Compliant (See Parking Summary below)

#### Parking Design

1. Maximum parking stall dimensions for off-street parking and on-street parking should include the following principles:

- c. Ninety (90) degree parking should have a minimum width of eight and six- tenths (8.6) feet by eighteen (18) feet.

Finding: Compliant

- Parking should not be located such that it interrupts the storefront continuity along the sidewalk.

Finding: Compliant

- On-site parking should be located behind buildings or to the side of the building, when possible.

Finding: Compliant

#### DOWNTOWN Mixed Use District

##### Parking

Maximum amount of off-street parking permitted for all uses in the Downtown A1A Retail District should conform to Section 2.06.02.1 Schedule of Off-Street Parking Requirements.

Finding: Compliant

#### **D. SECTION 2.04.02.12 MIXED-USE BUILDING REGULATIONS. (SEE ATTACHMENT #5 BLDG. ELEVATIONS)**

##### Parking:

Residential uses—Two (2) spaces per unit per Section 2.06.02.1 Schedule of Off-Street Parking Requirements

Hotels/motels — One (1) space per one (1) space per sleeping unit plus one (1) space additional space per five (5) units (N/A), per Section 2.06.02.1 Schedule of Off-Street Parking Requirements.

Required parking calculation: Total number of spaces shall be rounded to the next higher number only when a fraction thereof is greater than one-half (.50).

Section 2.06.02.1 Schedule of Off-Street Parking Requirements		
USE	PARKING REQUIRED	PARKING PROVIDED
Residential	2 per dwelling unit	2 (Garage)
Vacation Rentals	2	2 (Downtown New Construction Parking Pool)

## PARKING SUMMARY

### Required Spaces – 4

- ❖ Residential – 2 spaces
- ❖ Commercial – 2 spaces

Finding: Compliant

NOTE: Applicant to secure and provide two (2) parking spaces as provided for in Section 2.06.10.2 *New Construction Parking Exemption Zone*.

### North Zone

A line commencing from the middle of N. Flagler Avenue at SR 100, then north to North 2nd Street, then east to Central Avenue to the point of the General Commercial Zoning District, then north to N. 3rd St., then east to the point of the General Commercial Zoning, then north to N. 4th St. then east ending at A1A, then south to SR100, then west ending at the centerline of N. Flagler Ave.

And

Section 2.06.10.3 *Downtown Core On-Street Parking Pool*.

- i. Parking Pool space availability - Shall be restricted to the zone in which the proposed new construction is located.

a. North Zone - 55 spaces Total

Application request – 2

Pool Balance - 53

## **F. Building Massing**

- In order to minimize the perceived size of a building, step down its height toward the street, neighboring structures and the rear of the lot.

Finding: Compliant

- In order to break up the perceived mass of structure, divide it into modules that are similar in size to buildings seen traditionally.

Finding: N/A – Building does not exceed 50 ft. frontage

### Building Height

Building heights are identified by the number of stories above grade and is measured as the vertical distance from the finished grade at the center of the front of the building to:

To the mean height level between eaves and ridge for gable, hip and gambrel roofs

Finding: Compliant

### Facade Guidelines

#### Vertical Setbacks

1. Front: Between the second and third floor of the building, there should be a minimum setback of six (6) feet when possible.

Finding: Compliant

2. Side facing a street: Between the second and third floor of the building, there should be a minimum setback of six (6) feet when possible.

Finding: Compliant – Deck/balcony create off-set of façade.

### Bands of Composition

1. Buildings should be designed to establish the following three (3) bands of vertical composition:
  - o Base (one (1) story),
  - o Mid-section (second and third stories),
  - o Top (roof).

Finding: Compliant

### Facade Composition

- o On the ground floor of the primary facade, there shall be a minimum of one (1) break for every fifty (50) feet of front elevation.

Finding: Compliant

- o The first floor or the primary facades of a building shall, at a minimum, utilize windows between the heights of three (3) feet and eight (8) feet above the walkway grade.

Finding: Compliant

### Ground Floor Composition

The ground floor facade should contain a minimum of three (3) of the following facade design elements (one of which must be awnings/canopy):

Finding: Compliant

- ✓ Overhangs
  - ✓ Raised cornice parapets over the doors
  - ✓ Projected canopies
  - Awnings/Canopies
  - ✓ Projecting Sill
- 

### Fenestration Ratio

- o Encourage largely transparent, open and inviting facades at the lower levels (ground floor) of the building to accentuate pedestrian environment.

Finding: Compliant

- o Encourage a greater ratio of solid wall to window allowing for more variety of architectural material and elements at the upper floors. Approximately twenty-five (25) to forty (40) percent window to wall ratio is desirable in the facade area for each building facade area adjoining a street.

Finding: Non-Compliant – North elevation (rear yard)

## **G. Architectural Elements**

### Roof Eaves

- o The roof eaves may extend five (5) feet into the building setback within the property.
- o Balconies

Balconies may be built six (6) feet into the front and side vertical setbacks above the second floor.

Finding: Compliant

- o Awnings, Arcades and Canopies
- N/A

- o Awnings, arcades and canopies on the first floor may extend five (5) feet into the building setback if the bottom of the awning is ten (10) feet above the sidewalk and they should be built within the build-to zone of the front and side setbacks.

Finding: Compliant

Exterior Materials

The following materials are encouraged for exterior building construction:

1. Stucco\*\*
2. Brick
3. Concrete masonry units, e.g. Hardiplank
4. Stone
5. Wood, Clapboard siding
6. Tiles

Finding: Compliant

The following materials are prohibited for exterior building construction:

1. Plastic siding
2. Corrugated or reflective metal panels
3. Smooth or ribbed-faced concrete block
4. Wood sheeting

Finding: Compliant

**H. Supplemental site improvement regulations:**

- a. Minimum ground floor, floor to ceiling height of ten (10) feet.  
Finding: Compliant
- b. Decorative finish (e.g. texture finishes and coatings) and/or design feature shall be applied to all exterior walls facing a street or residential zone.  
Finding: Compliant
- c. The frontage yard area between the building and property line shall be finished in a surface material to accommodate pedestrian traffic, seating or other use deemed suitable by approval of the planning and architectural review board and the city.  
Finding: Compliant (open porch)
- d. Balconies, walkways, porticos are permitted as structural enhancements not to extend beyond six (6) feet from the building line.  
Finding: Compliant
- e. Balconies shall not be permitted to extend over drives and/or parking areas.  
Finding: Balcony proposed @ 3<sup>rd</sup> floor, deemed non-factor.
- f. Joint common access drives are encouraged for two or more contiguous interior lots owned exclusively or under separate ownership to enhance two-way access thereby decreasing access width from the required fifteen (15) feet to twelve (12) feet for each lot.  
Finding: N/A
- g. Sidewalks shall be required abutting the property frontage extending the length of the property whether or not on-street parking is required. Sidewalks to be constructed per city approval and be six (6) feet in width.  
Finding: N/A
- h. Trash collection containers shall be provided behind building structures and screened. Dumpster shall be required when the total number of combined units total five (5) or greater.  
Finding: TO BE DETERMINED



I. *Landscaping*: All requirements as specified in Article 5, Section 5.04.00, Landscaping.

Finding: Compliant – Landscaping plan provided (plant selection and minimum requirements compliant) **(SEE ATTACHMENT #6 LANDSCAPE PLAN)**

**STAFF RECOMMENDATION**

Planning and Land Development Regulation Board recommend approval of application #SP20-11-10.

ATTACHMENTS:

Attachment #1– Application

Attachment #2 - Survey

Attachment #3 – Location Map

Attachment #4 – Site Plan

Attachment #5 – Building Elevations

Attachment #6 – Landscape Plan

SPR#: 20-11-01

DATE FILED: 10-6-20

**SITE PLAN REVIEW APPLICATION**

PROJECT TITLE: VACATION RENTAL AND RESIDENCE

PROJECT ADDRESS: 104 N. 2ND ST, FLAGLER BEACH

Subdivision: GEORGE MOODY Block: 6 Lot(s): 8

TAX MAP NUMBER: 12-12-31-4500-00060-0080 ZONING DISTRICT: 22

**OWNERS INFORMATION:**

OWNERS NAME: SHULTZ, RONALD AND ZEA

ADDRESS: 220 HERITAGE DR, GETTYSBURG, PA 17325

PHONE NUMBER: 717-752-5581 FAX NUMBER: \_\_\_\_\_

SIGNATURE OF OWNER: Ronald Shultz

**APPLICANTS INFORMATION:**

APPLICANTS NAME (IF OTHER THAN OWNER): OWNER

ADDRESS: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

SIGNATURE OF APPLICANT: \_\_\_\_\_

**REPRESENTATIVE:**

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

SIGNATURE OF REPRESENTATIVE: \_\_\_\_\_

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

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

OWNER'S SIGNATURE: \_\_\_\_\_

PRINT OWNER'S NAME: \_\_\_\_\_

**RECEIVED**

OCT - 6 2020

City of Flagler Beach Building Department

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
Personally known to me or produced identification: \_\_\_\_\_ (type)  
Notary Public: \_\_\_\_\_ My commission expires: \_\_\_\_\_

---

# SITE PLAN REVIEW

## PROJECT DESCRIPTION

### PRINT OR TYPE INFORMATION

- A. Provide a detailed description of the proposed project:

CONSTRUCT A THREE STORY BUILDING WITH A VACATION RENTAL ON THE FIRST AND SECOND FLOOR AND A PERSONAL RESIDENCE ON THE THIRD FLOOR.

- B. Provide the lot size (parcel) and square footage of all building(s):

LOT SIZE = 50' X 100' = (5000 SQ FT)

BUILDING SIZE = 30' X 50' = (1500 SQ FT)

TOTAL SQ FOOTAGE = 5035 (INCLUDES PORCH AND BALCONIES)

- C. Provide the size, height and proposed use of each building:

ONE BUILDING 30' X 50'

HEIGHT - 3 STORY - 35'

VACATION RENTALS AND PERSONAL RESIDENCE

- D. Provide a detailed description of the following:

Exterior finish and color: STUCCO - BLUE

Roof material and color: METAL - WHITE

- E. Indicate the project floor area ratio or lot coverage (if applicable):

APPROXIMATELY ~~3000~~ 1800 SQ FT COVERAGE

36% COVERAGE

- F. Provide the total number of:

Required on-site parking spaces: 4

Proposed on-site parking spaces: 2

Required on-site Handicapped parking spaces: 0

Proposed on-site Handicapped Parking spaces: 0

- G. Any off-site parking spaces proposed? If yes, describe number, location, and distance from proposed project location:

YES - 2 - NORTH ZONE: PARKING POOL

~~DISTANCE ONE BLOCK~~

DISTANCE - ADJACENT



- H. Will project be accomplished in phases? If Yes, describe phasing plans and timeframe:

NO

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

TREES AND VEGETATION WILL BE REMOVED AS REQUIRED TO ACCOMMODATE THE BUILDING VEHICLE INGRESS/EGRESS, VEHICLE MANEUVER SPACE, STORM WATER SWALES, AND PERIMETER LANDSCAPING. (SEE LANDSCAPE AND DRAINAGE PLAN.)

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

N/A

- K. Provide other pertinent information regarding the proposed development:

# Site Plan Review

## Existing Conditions

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

NONE

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

NONE

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

- Site topography:

UNIMPROVED LEVEL SANDY LOT COVERED WITH SMALL TREES AND VEGETATION.

- Plant life (existing trees, vegetative cover):

PINE TREES, BRAZILIAN PEPPER TREES, VARIOUS TYPES OF PALM TREES AND OTHER LOW PROFILE VEGETATION.

- Soil conditions:

SAND

- Historic or cultural resources (if applicable):

NONE

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

North:

DOWNTOWN MIXED USE DISTRICT  
\_\_\_\_\_  
\_\_\_\_\_

South:

DOWNTOWN MIXED USE DISTRICT  
\_\_\_\_\_  
\_\_\_\_\_

East:

DOWNTOWN MIXED USE DISTRICT  
\_\_\_\_\_  
\_\_\_\_\_

West:

DOWNTOWN MIXED USE DISTRICT  
\_\_\_\_\_  
\_\_\_\_\_

This instrument prepared by:

Name: Jon C. Hobbs  
Flagler County Abstract Company  
300 N 2nd Street  
Flagler Beach, Florida 32136  
FILE NO. S3243

Property Appraisers Parcel Identification Number(s):  
12-12-31-4500-00060-0080

SPACE ABOVE THIS LINE FOR RECORDING DATA

**THIS WARRANTY DEED** made the 3rd day of December, 2015 by

**Robert A. Souza as Trustee of the Robert A. Souza Revocable Trust Agreement dated 05/19/2011**

whose street address is 3209 N Oceanshore Blvd, Flagler Beach, FL 32136

hereinafter called the grantor\*, to

**Ronald L. Shultz and Zea C. Shultz, husband and wife**

whose street address is P.O. Box 37, Cashtown, PA 17310

hereinafter called the grantee\*:

(\*Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

**WITNESSETH**, that the grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable considerations to said grantors in hand paid by said grantees, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, remised, released, conveyed and confirmed unto the grantee and grantee's heirs forever the following described land situate in County of Flagler, State of Florida, to wit:

Lot 8, Block 6, Moody's Subdivision, a subdivision according to the plat or map thereof described in Plat Book 1, Page 24, of the Public Records of Flagler County, Florida.

**GRANTOR WARRANTS THAT THIS IS NOT HOMESTEAD PROPERTY.**

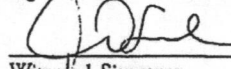
**Together**, with all the tenements, hereditaments and appurtenances thereto belonging or in otherwise appertaining.


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

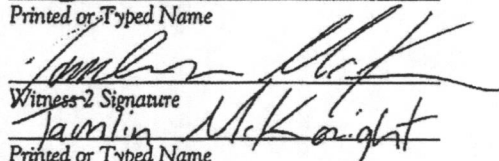
And the grantor hereby covenants with the grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31<sup>st</sup>, 2014. FURTHER SUBJECT TO Restrictions, Reservations, Covenants, Dedications, Resolutions, Conditions and Easements of record, if any, however this reference shall not operate to reimpose same.

**In Witness Whereof**, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

  
Witness 1 Signature  
Jon C. Hobbs  
Printed or Typed Name

  
Robert A. Souza

  
Witness 2 Signature  
Jamlin McKnight  
Printed or Typed Name





# Flagler County, FL Property Appraisers Office

## Owner Information

Primary Owner  
Shultz Ronald L & Zea C H&W  
PO Box 37  
Cashtown, PA 17310

## Parcel Summary

Parcel ID 12-12-31-4500-00060-0080  
Location Address 104 2ND ST N  
Brief Tax Description FLAGLER BEACH 32136  
GEORGE MOODY SUB DIV BL 6 LOT 8 OR 83 PG 6 OR 244 PG 780 OR 550/1365 OR 569/921 OR 639/1221 OR 1928/1970-2100/418  
\*The Description above is not to be used on legal documents.  
Property Use Code VACANT COM (001000)  
Tax District FLAGLER BEACH REDEVELOPMENT AREA (District 22)  
Millage Rate 20.3699  
Acreage 0.115  
Homestead N  
Feet (GIS) 5000.66174316

[View Map](#)

## Valuation

	2020 Working Values	2019 Certified Values	2018 Certified Values
Building Value	\$0	\$0	\$0
Extra Features Value	\$0	\$0	\$0
Land Value	\$86,077	\$86,077	\$86,077
Land Agricultural Value	\$0	\$0	\$0
Agricultural (Market) Value	\$0	\$0	\$0
Just (Market) Value	\$86,077	\$86,077	\$86,077
Assessed Value	\$86,077	\$86,077	\$86,077
Exempt Value	\$0	\$0	\$0
Taxable Value	\$86,077	\$86,077	\$86,077
Protected Value	\$0	\$0	\$0

"Just (Market) Value" description - This is the value established by the Property Appraiser for ad valorem purposes. This value does not represent anticipated selling price.

## Historical Assessments

### 2020 TRIM Notice

[TRIM Notice\(PDF\)](#)

## Sales

Multi Parcel	Sale Date	Sale Price	Instrument	Book	Page	Qualification	Vacant/Improved	Grantor	Grantee
N	12/03/2015	\$110,000	WD	<u>2100</u>	<u>418</u>	Qualified (Q)	Vacant	SOUZA ROBERT A TRUSTEE	
N	03/15/2013	\$69,900	WD	<u>1928</u>	<u>1970</u>	Qualified (Q)	Vacant	LHP SCALES INC	
N	01/01/1999	\$30,000		<u>639</u>	<u>1221</u>	Qualified (Q)	Vacant	WILDER ESTHER B	
N	10/01/1996	\$0		<u>569</u>	<u>921</u>	Unqualified (U)	Vacant	WILDER ESTHER B &	
N	01/01/1900	\$84,000		<u>0</u>	<u>0</u>	Qualified (Q)	Vacant	CONVERSION	

No data available for the following modules: Property Information, Residential Buildings, Commercial Buildings, Sketches, Building Area Types, Extra Features, Photos.

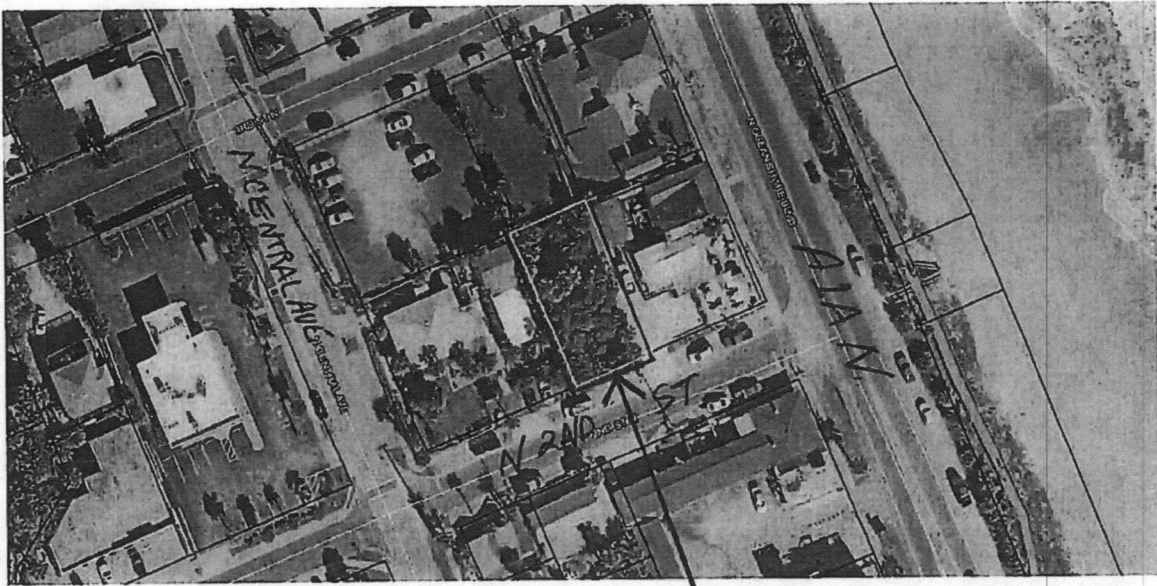
The Property Appraiser makes every effort to produce the most accurate information possible. No warranties, expressed or implied are provided for the data herein, its use or interpretation. The assessment information is from the last certified tax roll. If you feel that any information contained herein is incorrect, please contact our office at (386)313-4150.

[User Privacy Policy](#)  
[GDPR Privacy Notice](#)

Last Data Upload: 10/19/2020, 7:16:03 AM

Developed by  
 Schneider  
GEOSPATIAL

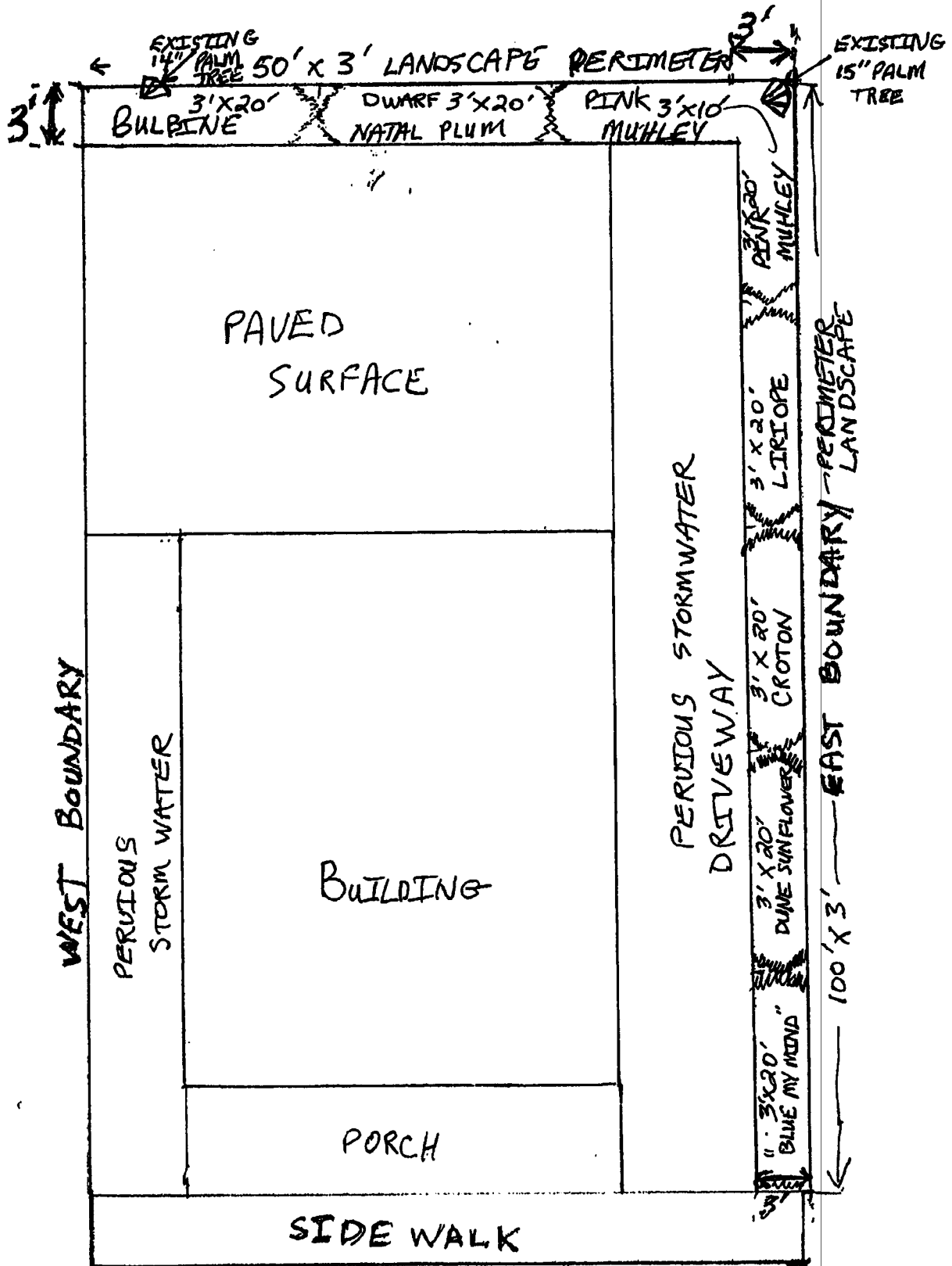
Version 2.3.91



104 2ND ST. N

RONALD + ZEA SHULTZ

# LANDSCAPE PLAN 104 2ND ST. N.



06 OCT 2020 2ND ST N

**LANDSCAPE PLAN: 104 2<sup>nd</sup> Street N. Flagler Beach (Key)**

**Area 1. Blue My Mind® Dwarf Morning Glory - Evolvulus hybrid**

**Exposure:** Sun - The optimum amount of sun or shade each plant needs to thrive: Full Sun (6+ hours), Part Sun (4-6 hours), Full Shade (up to 4 hours).

**Flower Season:** SpringSummer

**Mature Size:** 8" 16"

**Height:** 4 - 8" **Spread:** 8 - 16"

**Plant Type:** Annual

**Height Category:** Short

**Garden Height:** 4 - 8 Inches

**Trails Up To:** 12 Inches

**Spacing:** 8 - 12 Inches

**Spread:** 8 - 16 Inches

**Flower Colors:** Blue

**Flower Shade:** True Blue

**Foliage Colors:** Green

**Foliage Shade:** Silvery Green

**Habit:** Mounding Trailing

**Light Requirement:** Sun

**Maintenance Category:** Easy

**Bloom Time:** Planting To Frost

**Hardiness Zones:** 9a, 9b, 10a, 10b, 11a, 11b

**Water Category:** Average

**Soil Fertility Requirement:** Average Soil

**Uses:** Container, Edging Plant, Groundcover

**Landscape:** Mass Planting

**Area 2. East coast dune sunflower: (*Helianthus debilis*)**

Yellow daisy-like flowers consist of brownish-red disk florets surrounded by bright yellow ray florets.

Leaves are deltoid-shaped, with rough surfaces and toothed margins; they are alternately arranged.

**Family:** Asteraceae (Aster, daisy or composite family)

**Native range:** *H. debilis* is native only to the counties along the east coast.

**Hardiness:** 8A-11

**Soil:** Dry, well-drained sandy soils

**Exposure:** Full sun

**Growth habit:** 1-2' tall with 3-4' spread

**Propagation:** Seed, cuttings

**Area 3. Croton**

**Common Name:** Croton Petra

**Botanical Name:** *Codiaeum Petra*

**Growth Habit:** Upright

**Light Requirements:** High light (3-4 hours of indirect light per day)

**Bloom Color Family:** No flowers

**Foliage Color Family:** Multicolor

**Foliage Color Style:** Variegated

**Water Wise**



**LANDSCAPE PLAN: 104 2nd Street N. Flagler Beach (Continued)**

**Area 3 Croton (Continued)**

**Fragrant**

**Height: 28 (Inches)**

**Width: 22 (Inches)**

**Minimum Spacing: 24 (Inches)**

**Blooms in Spring, Summer, Fall, and Winter**

**Area 4. Liriope**

**Botanical Name: Liriope muscari 'Big Blue' - Also known as Big Blue Turf Lily**

**Mature Height : 1 - 2 feet ( flower spikes go up to about 24" or so on mature clumps )**

**Mature Width : 1 - 2 feet**

**Growth Rate : Moderate ( 6" - 8" avg per yr )**

**Hardiness Zones : 6 - 10**

**Sun Exposure : Full sun to full shade**

**Soil Preference : Average to slightly acidic - well drained.....will adapt to a wide variety of soil compositions.**

**Foliage Color & Texture : Evergreen / Grasslike - Very thick, wide, heavy blade like foliage with excellent dark green color. Will display just a hint of blue color to the blades if fed properly, and sun exposure is right.**

**Flower, Cone, Or Berry Facts : Cones - 1/2" to 3/4" in size, and start out as a bluish white color, eventually ripening to a mahogany brown. Cones contain wingless seeds.**

**Diseases / Insects : Bagworms, spider mites, and canker ( Seiridium spp. ) are the most common problems seen with this variety.**

**Recommended Spacing : 18" apart for most applications such as mass plantings, groundcover, erosion control. Widen spacing to at least 2 ft apart if you want distinction between individual clumps.**

**Area 5. Pink Muhly Grass**

**Botanical Name: Muhlenbergia capillaris**

**Form: Perennial**

**Sun Exposure: Full Sun**

**Height/Habit: 18 - 36 inches**

**Spread: 30 inches**

**Spacing: 18 - 24 inches**

**Hardiness Zone: 6-10**

**Flowering Date: Late summer to mid fall.**

**Planting Instructions: Tolerates a wide variety of soil conditions. Tolerates heat and drought as well as wet conditions. Good for wetland or beachside plantings.**

**Winter Care: Mulch is advisable in colder areas.**

**Growth Rate: Moderate.**

**Flower Color: Pink**

**Flower Form: Purplish-red inflorescence, diffuse silky panicle 18" high.**

**Foliage Type: Tidy clumps, fine blue-green foliage.**

**Resistance: Good to all P & D problems**

**LANDSCAPE PLAN: 104 2nd Street N. Flagler Beach (Continued)**

**Area 6. Dwarf Natal Plum**

**Scientific name:** *Carissa macrocarpa*

**Pronunciation:** kuh-RISS-uh mack-ro-e-KAR-puh

**Family:** Apocynaceae

**Plant type:** ground cover

**USDA hardiness zones:** 9B through 11 (Fig. 1)

**Height:** 1 to 2 feet

**Spread:** 4 to 8 feet

**Plant habit:** spreading

**Plant density:** dense

**Growth rate:** moderate

**Leaf type and persistence:** evergreen

**Leaf blade length:** 2 to 4 inches

**Leaf color:** green

**Fall color:** no fall color change

**Light requirement:** plant grows in part shade/part sun

**Soil tolerances:** clay; sand; acidic; alkaline; loam

**Drought tolerance:** high

**Soil salt tolerances:** good

**Plant spacing:** 36 to 60 inches

**Area 7. Bulbine (BUL-bin-ee)**

**Family:** Asphodelaceae (as-foh-del-AY-see-ee)

**Species:** *frutescens* (froo-TESS-enz) (Info)

**Cultivar:** Tiny Tangerine

**Category:** Tropicals and Tender Perennials

**Water Requirements:** Drought-tolerant; suitable for xeriscaping

**Average Water Needs:** Water regularly; do not overwater

**Sun Exposure:** Full Sun to Partial Shade


**Foliage:** Evergreen Smooth

**Height:** 6-12 in. (15-30 cm)

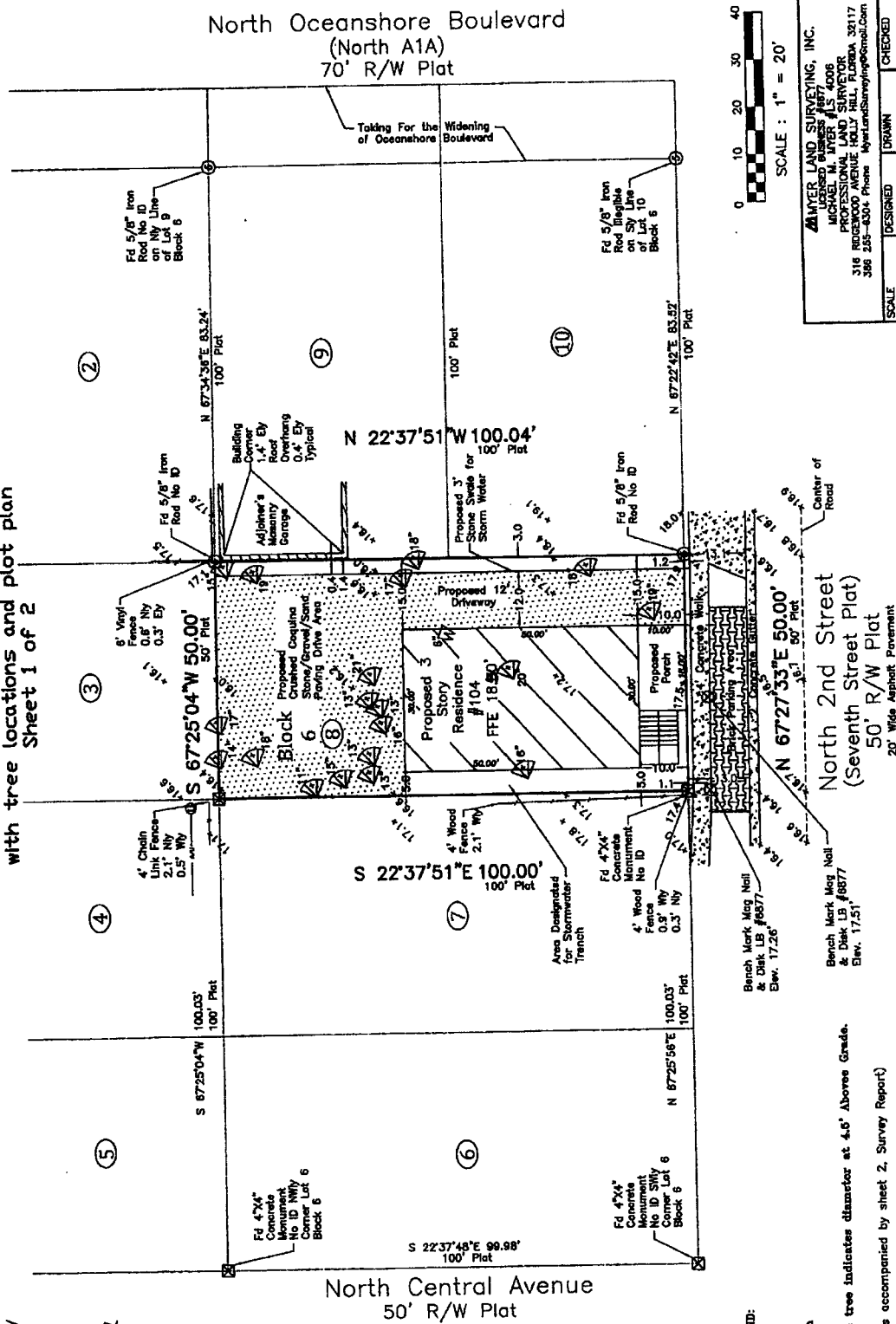
**Spacing:** 12-15 in. (30-38 cm), 15-18 in. (38-45 cm)

**Hardiness:** USDA Zone 9a: to -6.6 °C (20 °F)

USDA Zone 9b: to -3.8 °C (25 °F)

 Existing palm tree on North boundary out of construction area

BOUNDARY & TOPOGRAPHICAL SURVEY  
with tree locations and plot plan  
Sheet 1 of 2



**WATER RESISTANT.**

100

**Palma**

**NOTE:** Number beside tree indicates diameter at 4.5' Above Grade.

Job Number 19308 Drawing No. 19308-3 Crd #19308  
FR 336 • 21-22

**M**MYER LAND SURVEYING, INC.  
LICENSED BUSINESS #1877  
MICHAEL M. MYER #LS 4006  
PROFESSIONAL LAND SURVEYOR  
GEORGE AVENUE HOLLY HILL, FLORIDA 32024  
Phone: 386-234-0004 Fax: 386-234-0004  
Internet: [Surveying@msi.com](mailto:Surveying@msi.com)

SCALE	DESIGNED	DRAWN	CHECKED	DATE
1" = 20'		ALH	MMM	8/27/2020

North 2nd Street  
(Seventh Street Plat)  
50' R/W Plat  
20' Wide Asphalt Pavement

**SURVEY REPORT**  
Sheet 2 of 2

**LEGAL DESCRIPTION:**  
Lot 8, Block 6, George Moody's Subdivision as per map thereof, recorded in Map Book 1, Page 24, of the Public Records of Flagler County, Florida.

- GENERAL NOTES:**
1. Field survey completed 1/15/2020. Revised 1/31/20 added utility pole and aerial line.
  2. Bearing basis assumed: N67°27'33"E along the northerly right of way line of North 2nd Street.
  3. Underground utilities were not located.
  4. No title search has been performed by or provided to MYER LAND SURVEYING, Inc..
  5. Dimensions shown are feet and decimals thereof.
  6. Elevations are North American Datum 1988.
  7. Flood Zone X, Flagler Beach, 120087, panel number 12120C0237 E, Revised 6/06/2018.
  8. Plot plan completed 7/24/20, Plot plan revised 9/10/20.

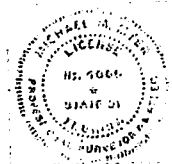
**GENERAL LEGEND:**

A	Arc length	N&D	Nail and disc
A/C	Air conditioning pad	NGVD	National Geodetic Vertical Datum
AU	Aerial utilities	P	Pool pump
C	Cable TV service	PC	Point of curve
CALC	Calculation	PCC	Point of compound curve
CB	Catch basin	PCP	Permanent control point
CL	Centerline	POB	Point of beginning
CLF	Chain link fence	POC	Point of commencement
CM	Concrete monument	PP	Pinched pipe
CMP	Corrugated metal pipe	PRC	Point of reverse curve
CONC	Concrete	PT	Point of tangent
D	Delta	PVC	Polyvinyl chloride
DESC	Description	R	Radius
Ⓔ	Electric meter	R&C	Rod and cap
E(LY)	East(ery)	RCP	Reinforced Concrete Pipe
BMT	Electrical metal tubing	REC	Recovered
FD	Found	RLS	Registered land surveyor
FLD	Field	R/W	Right of Way
G	Gas meter	Ⓢ	Utility services
FPL	Florida Power and Light	S(LY)	South(ery)
FPLS	Florida Professional	T	Telephone service
	Land Surveyor	TYP	Typical
IP	Iron pipe	U	Utility pole
L	Light pole	W	Water meter
LB	Licensed business	W(LY)	Westerly
N(LY)	North(ery)	WF	Wooden fence

*Michael M. Myer*  
(This Survey Report is not valid unless signed, embossed with signatory's seal and accompanied by sheet 1.  
Map of Survey, Job No. 19308-3.)  
MICHAEL M. MYER, PSM LS4006 (Copyright reserved.)

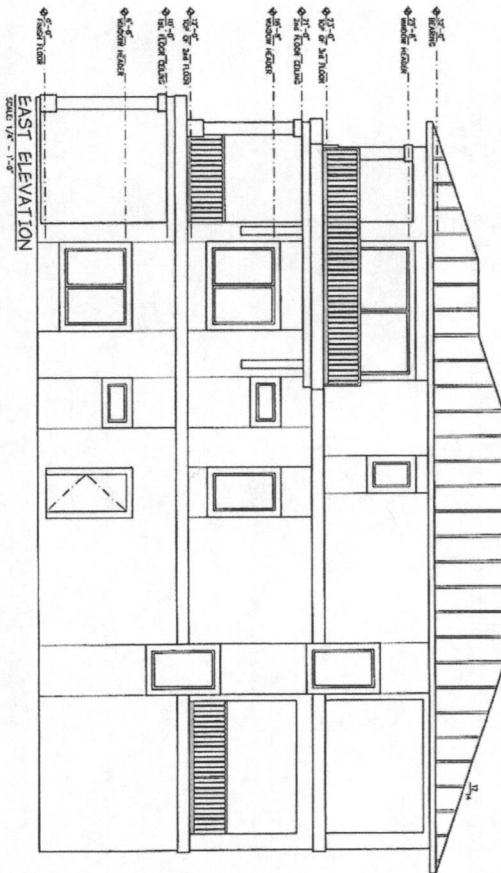
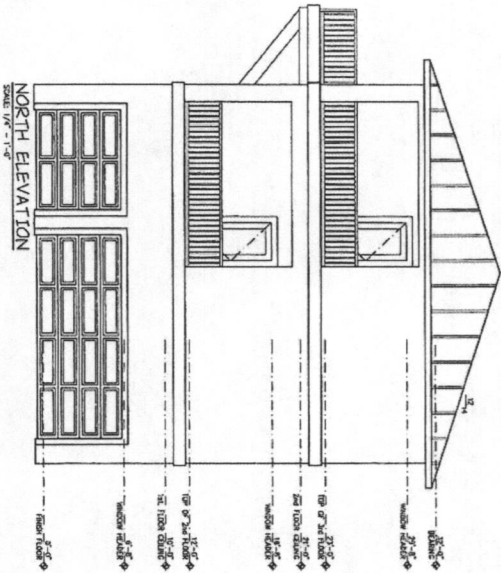
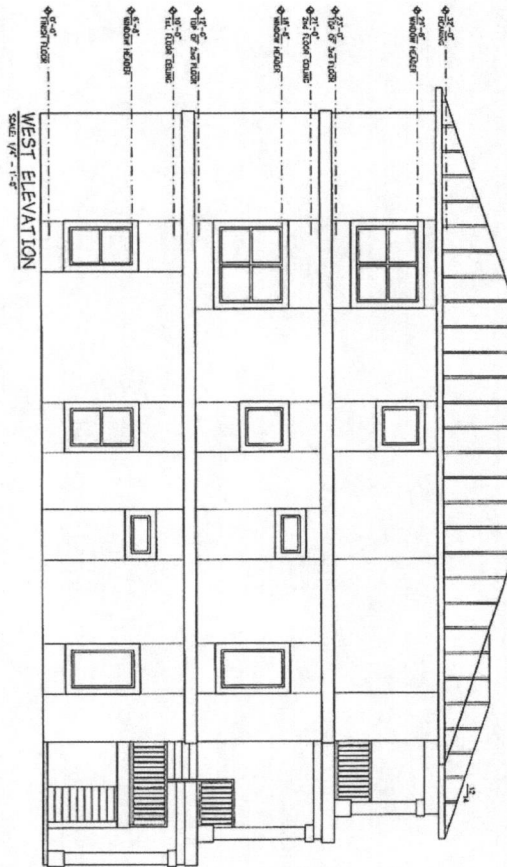
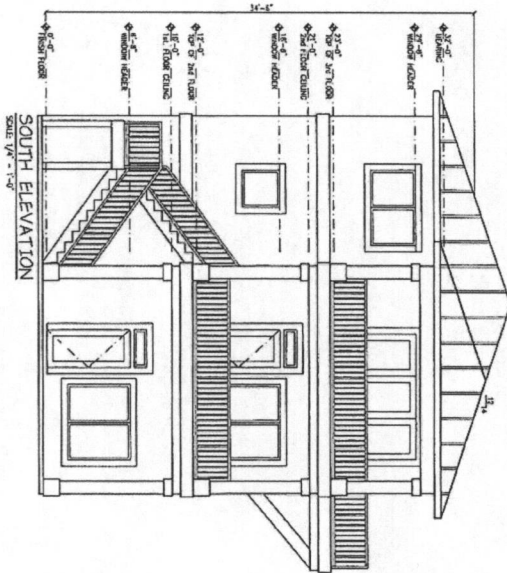
Report and Map of Survey exclusively prepared for the benefit of:  
Ronald L. and Zen C. Schultz

19308-3 CRD 19308 FB 336 pp 21, 22



Digitally signed by  
Michael M Myer  
Date: 2020.09.10  
10:48:24 -04'00'





104 2nd STREET  
FLAGLER BEACH, FLORIDA

SHULTZ  
SHULTZ

BUILDING PLANS FOR:  
SHULTZ  
104 2nd STREET  
FLAGLER BEACH, FLORIDA

DESIGNED BY  
DRAWN BY  
CHECKED BY  
DATE: 1.21.07

Zahn Engineering, Inc.  
Civil Engineering Land Planning Permitting  
150 S. Palmview Ave Suite 201 - Daytona Beach, Florida 32114  
Ph: (386) 252-0000 - Fax: (386) 252-0000  
www.zahneing.com

REV	DATE	APPROV	REVISION DESCRIPTION
1	1.21.07		

A2

11	12	13	14	15	16	17	18	19	20
----	----	----	----	----	----	----	----	----	----

11	12	13	14	15	16	17	18	19	20
----	----	----	----	----	----	----	----	----	----



## Bonnie Wilson

---

**From:** Lee Richards  
**Sent:** Tuesday, October 13, 2020 11:37 AM  
**To:** Larry Torino  
**Cc:** Bonnie Wilson; Marlene Beams; 'John Zemball'  
**Subject:** 104 S. 2d Street

Larry...

After a conversation with the owner, Mr. Ron Shultz, I decided to look more closely at this package. Also, Fred had a conversation with the Engineer, Mr. John Zemball regarding the use of the driveway as a retention area. These are my latest comments that should be considered by the PARB:

1. The site plan with topo was buried in the "Site Plan Review Package" and is deficient in that it only shows the existing elevations, not the proposed elevations. That makes it impossible to determine if the proposed site is managed properly for stormwater management.
2. There are three different site plan descriptions that show three different proposed surfaces in the rear parking area: the boundary and topographical plan indicates crushed coquina stone/gravel/sand/paving; the landscape plan indicates paving (which is asphalt); and the site data plan by Zahn Engineering indicates 6" concrete. Which material is it going to be?
3. The retention area A, with the geo grid and crushed rock, may be used as a driveway if and only if the base is depressed by a minimum of 3" below all of the sand and rock material. A cross section through the property from east to west would be very helpful.

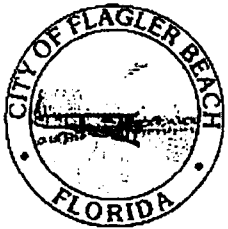
Now I get to a facet of this that is bothering me. Let me say up front that I realize this is your purview but a second pair of eyes can be useful at times. This building is located in the Downtown Mixed Use District, and seems to have three stories – two rental units (floors 1 and 3) and one residence (top floor). Unless I am reading Chapter 3 incorrectly, shouldn't the ground floor be commercial in this district? Also in Chapters 2 and 3, the code seems to require 2 off-street parking spaces per unit. If that is so, there should be room for six vehicles. That doesn't seem to work with this property. Please correct me if I am not reading this correctly (I can't wait until we get the new rewrite done).

Best Regards,  
Lee



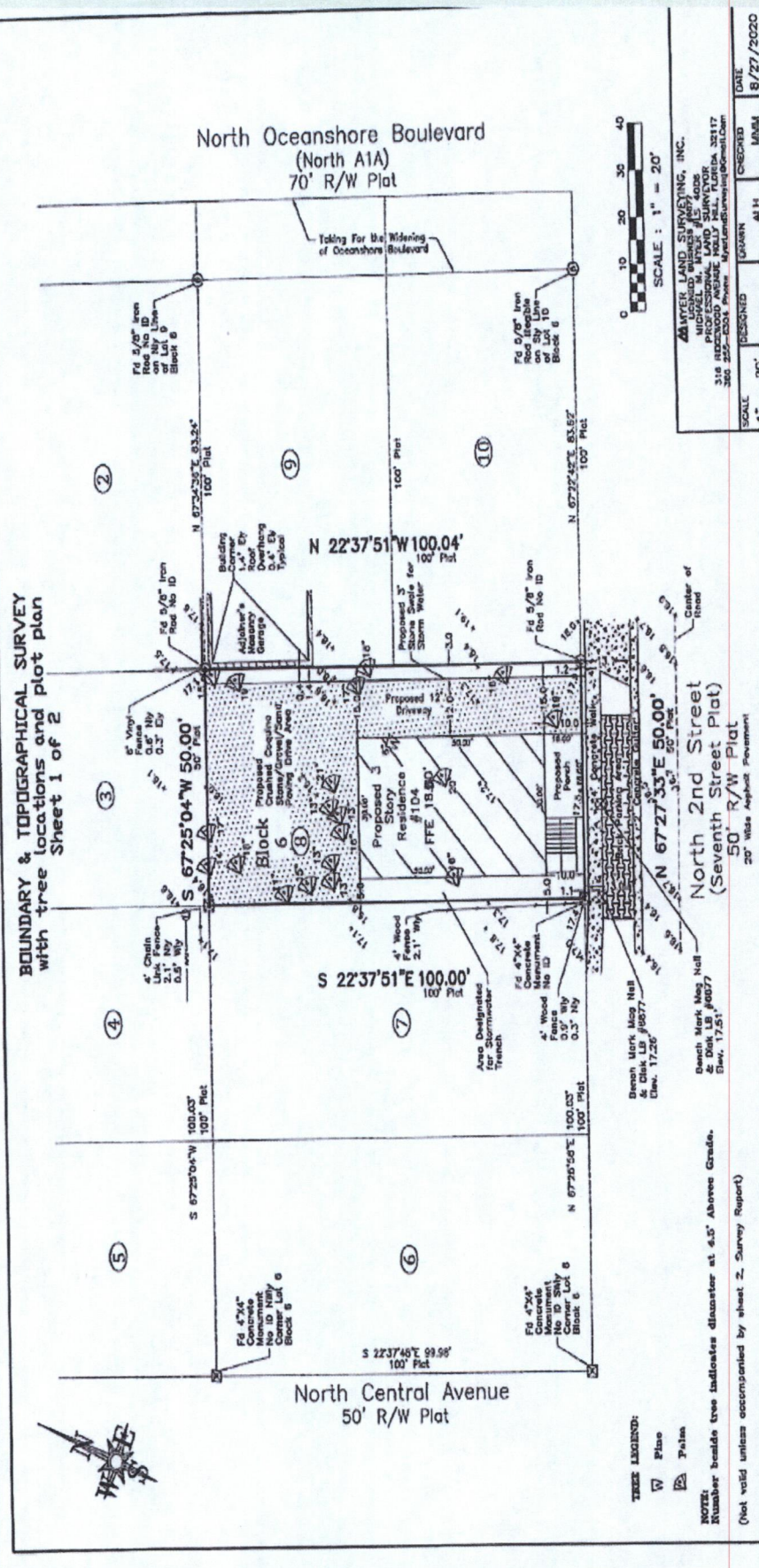
*Lee Richards*

Dr. Lee Richards



**Lee Richards, PhD, RA**  
**Project Coordinator**  
**City of Flagler Beach**  
**386-517-2000 ext. 248**

102 2<sup>ND</sup> St. N.









LOCATION MAP

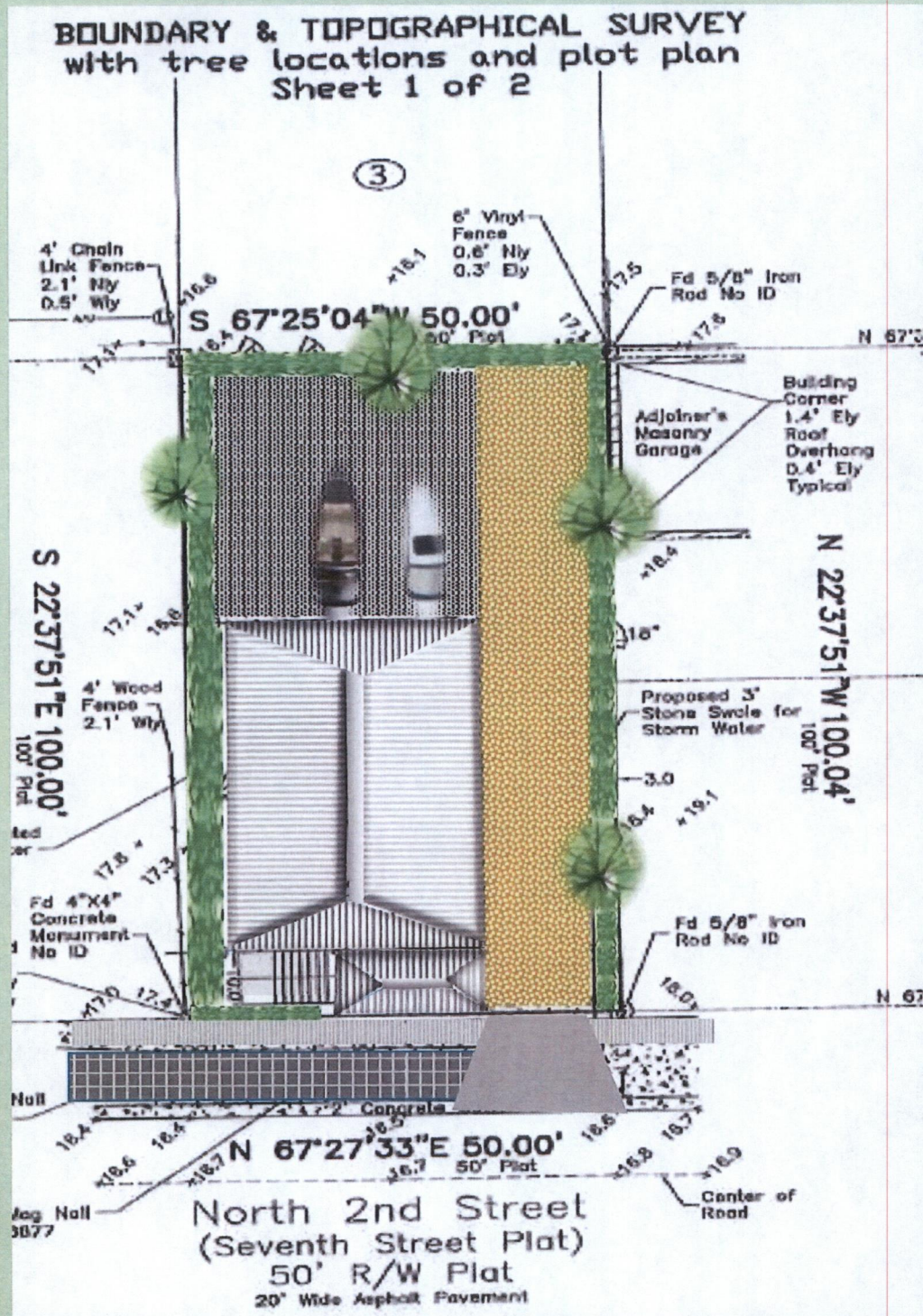
ATTACHMENT #3





# SITE PLAN

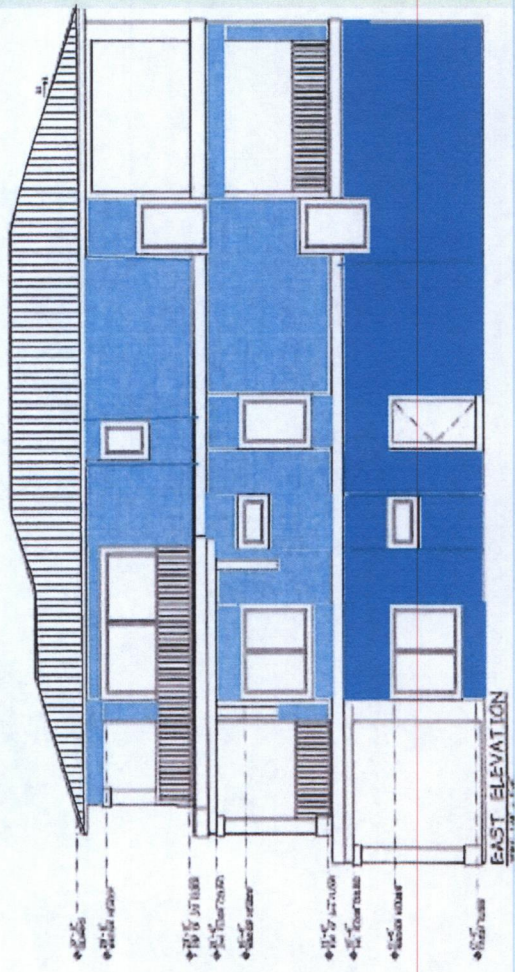
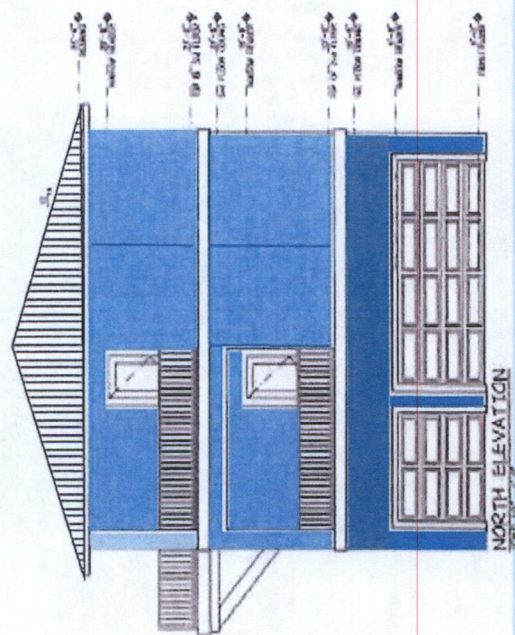
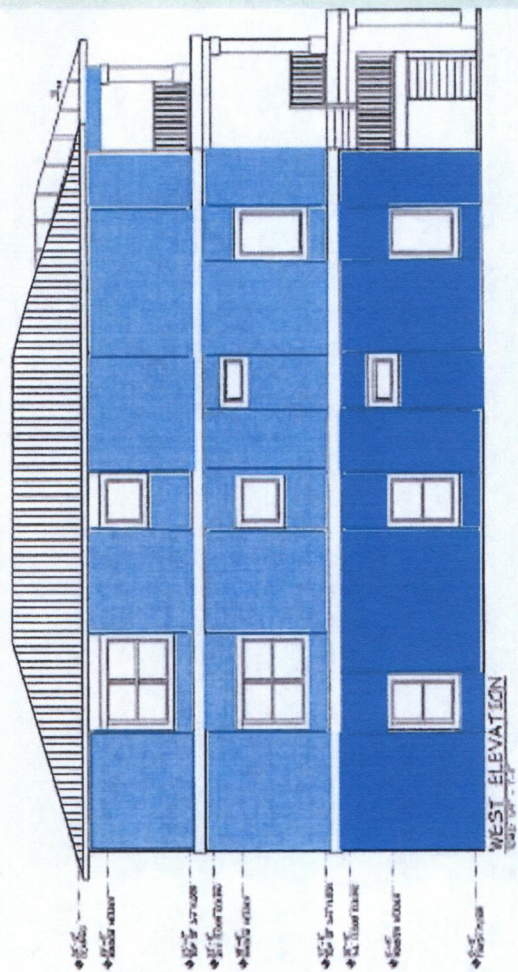
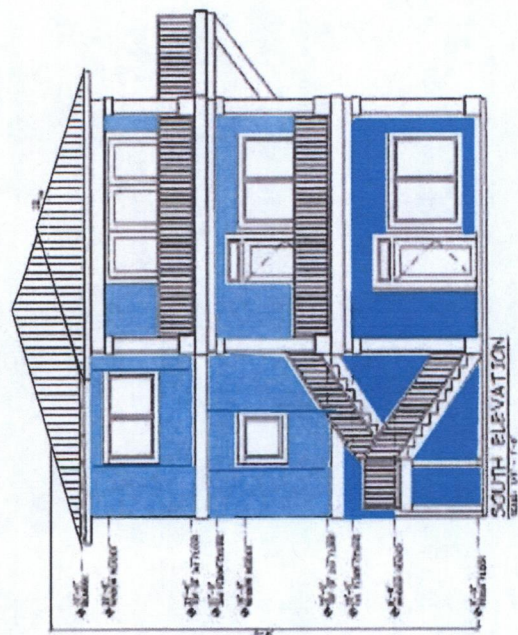
ATTACHMENT #3



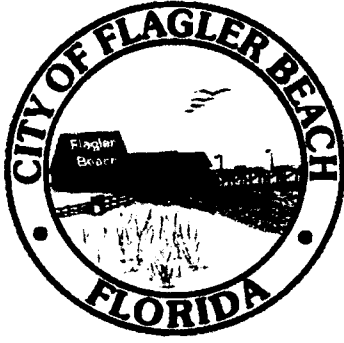


# BUILDING ELEVATIONS

ATTACHMENT #5







Addition to  
Item #18

# Engineering

City of Flagler Beach

---

12/9/2020

## Memorandum

To: Richard McFadden, Interim City Manager

From: Lee Richards, PhD, Project Coordinator *LR*

CC: Fred Griffith, P.E., City Engineer *FG*

RE: 104 2<sup>nd</sup> Street North, Engineering Review of Site Plan

---

This project was initially reviewed by the Engineering Department on October 13, 2020 and the preliminary comments were forwarded to the City Planner. Also, the City Engineer spoke with the project Engineer, Mr. John Zemball, regarding several issues of concern; specifically, these included stormwater retention, topography, and information missing in the drawing details.

Our comments were answered in a response from Mr. Zemball in a letter dated December 2, 2020 along with a submitted revised site plan. After a thorough follow-up review, the Engineering Department was satisfied that all of our concerns were addressed.

From an engineering aspect, this project may proceed as it is currently designed.



# City of Flagler Beach

## Planning and Building Department

**Date:** ..... December 3, 2020

**To:** ..... Ms. Jane Mealy, Chair, City Commission  
City Commission Members

**Subject:** ..... Site Plan Application: #SP-20-12-01--Commercial Parking Lot Expansion  
(See Attachment #1- Application)

### UPDATED SUMMARY

The Planning and Architectural Review Board (PARB) discussed the subject application at the meeting of November 10, 2020. The Board voted unanimously to approve the application, as submitted.

#### A. SUMMARY IN BRIEF:

The applicant is seeking final site plan approval to improve and upgrade a portion of a vacant lot to develop a defined parking field area, which serves an adjoining beachfront restaurant. A portion of the property is currently used for parking however, the area is undefined, ingress and egress which is haphazard.

#### Location:

ATLANTA BEACH SUBD (See Attachment #2 - Survey)

#### Address:

2420-2430 S. Ocean Shore Blvd. (See Attachment #3 Location Map).

#### ANALYSIS

Zoning, Future Land Use and Current Use

<b>Zoning District</b>	<b>Future Land Use Map</b>	<b>Current Land Use</b>
Tourist/ Commercial	Commercial	Vacant

#### Existing Conditions

As indicated above, the property is vacant; Site conditions are as follows:

- Lot area - 50' +/- x 179' +/- (8,950 +/- square feet).
- Generally flat, covered by typical native dune type vegetation and grasses.
- Gopher tortoise habitation (unverified)

#### B. Compatibility With Land Development Regulations

The proposed improvements are compliant with the applicable sections of the Land Development Regulations; **Section 2.06.02. - Parking** as it relates to: (See ATTACHMENT #4 Site Plan).

- Size and access
  - Location of parking spaces
  - Landscaping per LDR's Section 5.04.00 (SEE ATTACHMENT LANDSCAPE PLAN #5)
  - Perimeter screening
- Planning Division Staff Report

#19  
updated  
Summary



5. Interior landscaping

6. Lighting (solar proposed)

**PARKING SUMMARY**

Existing Parking spaces – 26 designated

Proposed Parking spaces – 50 (includes two ADA Handicap spaces)

**STAFF RECOMMENDATION**

City Commission vote to approval of application #SP20-12-01.

**ATTACHMENTS:**

Attachment #1 – Application

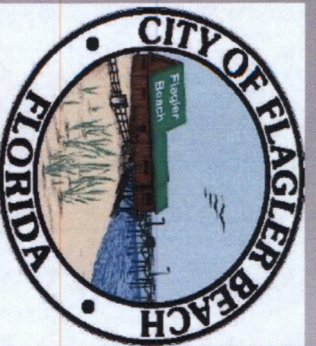
Attachment #2 - Survey

Attachment #3 – Location Map

Attachment #4 – Site Plan

Attachment #5 – Landscape Plan

#19



# **City of Flagler Beach**

Planning and Building Department

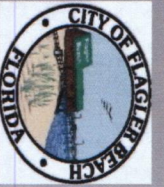
Application No. SP#20-12-01

BEACHFRONT GRILL

PARKING FIELD AREA EXPANSION

December 1, 2020





# City of Flagler Beach

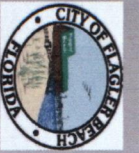
## Planning and Building Department

### LOCATION MAP

2444 S. Ocean Shore Blvd.



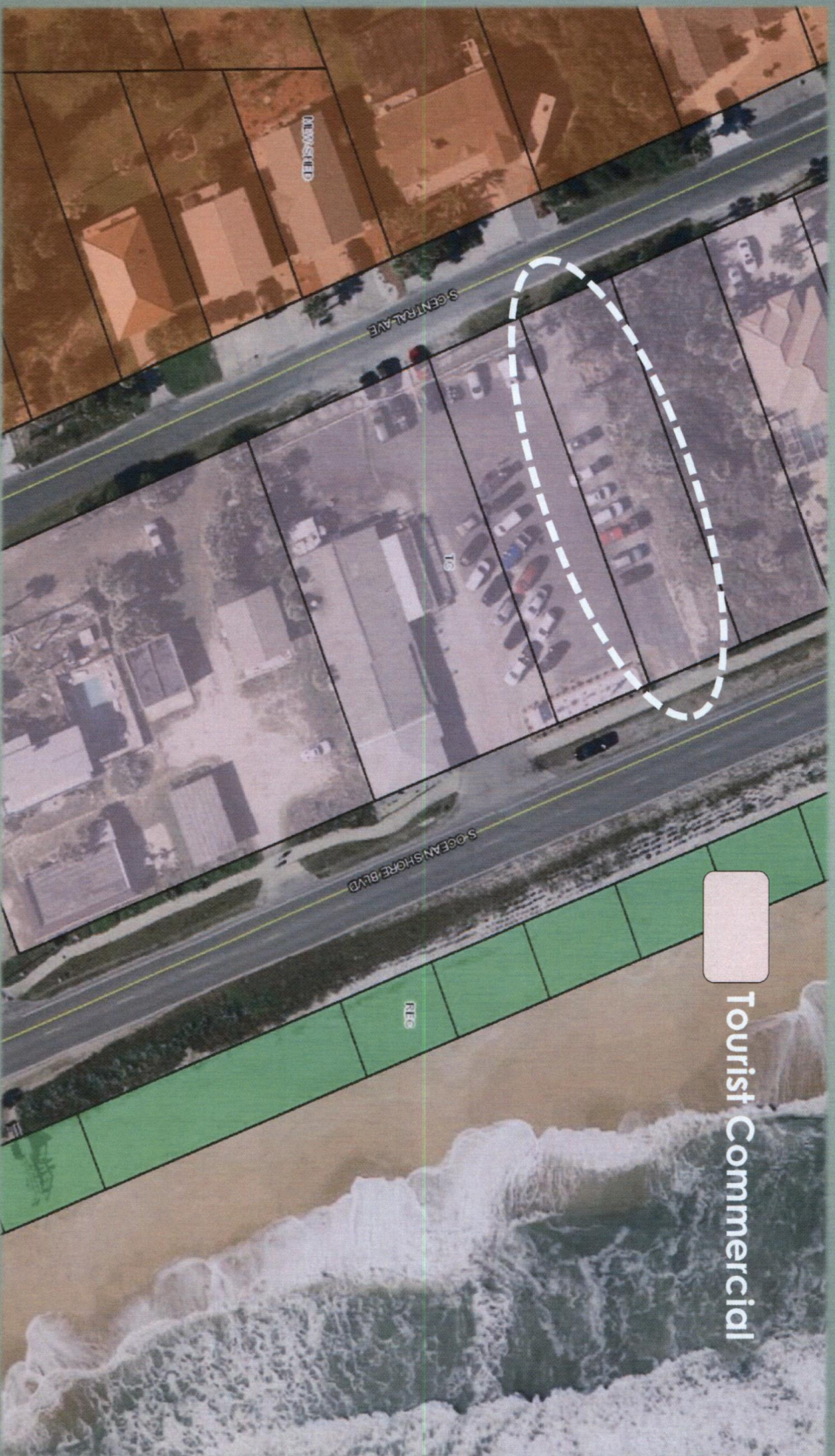




# City of Flagler Beach

Planning and Building Department

## Zoning District Map







# City of Flagler Beach

Planning and Building Department

## EXISTING CONDITIONS







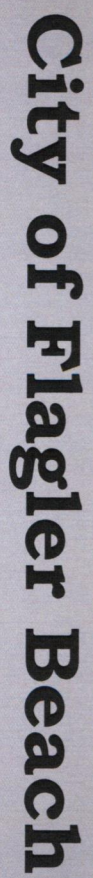
# City of Flagler Beach

Planning and Building Department

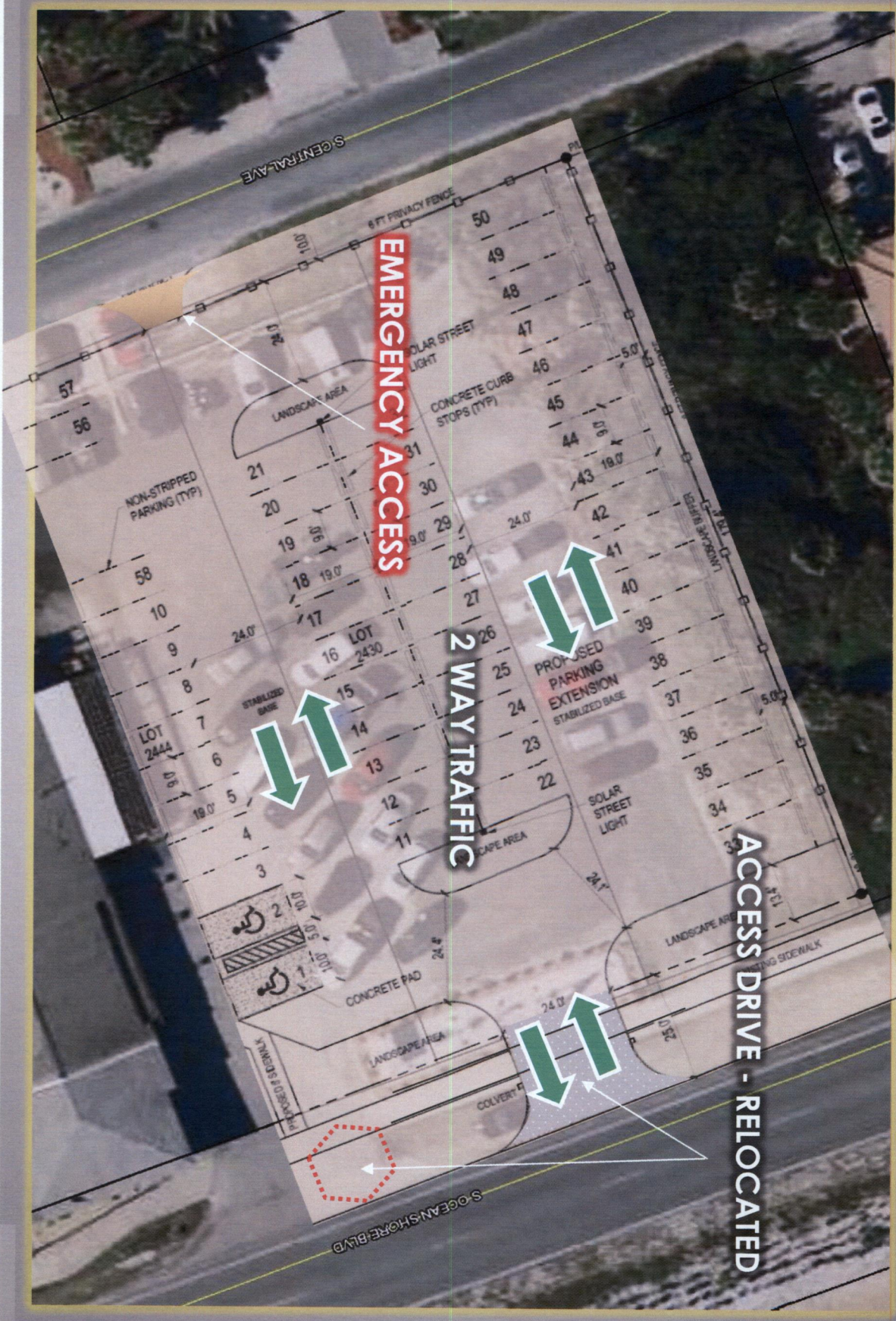
## PROPOSED PARKING FIELD UPGRADES



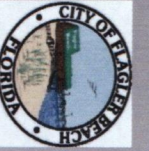




## PROPOSED PARKING FIELD UPGRADES







# City of Flagler Beach

Planning and Building Department

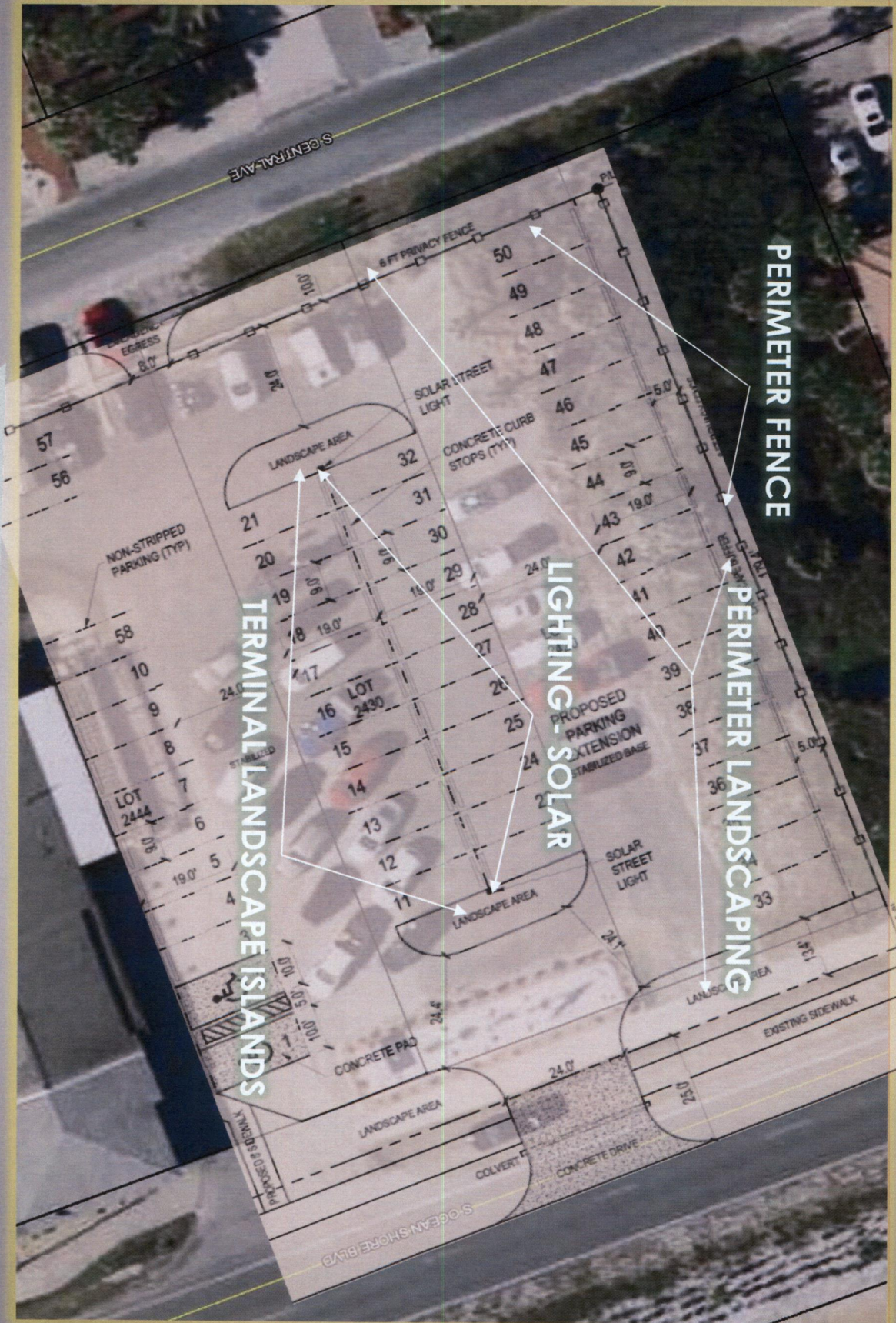
## PROPOSED PARKING FIELD UPGRADES

PERIMETER FENCE

PERIMETER LANDSCAPING

LIGHTING - SOLAR

TERMINAL LANDSCAPE ISLANDS











# City of Flagler Beach

## Planning and Building Department

### EXISTING SITE CONDITIONS



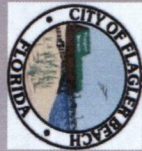
Google Earth

© 2020 Google

9.50 ft







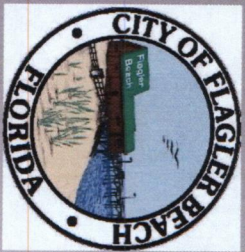
# City of Flagler Beach

Planning and Building Department

## PROPOSED SITE DEVELOPMENT PLAN







# City of Flagler Beach

Planning and Building Department

## **RECOMMENDATION:**

City Commission approve Application SP#20-12-01; a request to expand and upgrade the parking field area: the Beachfront Grill.



# City of Flagler Beach

#19

## Planning and Building Department

Date: ..... November 21, 2020

To: Don Deal Chairman, Planning and Architectural Review Board and Board Members

Subject: Site Plan Application: #SP-20-12-01–Commercial Parking Lot Expansion (See Attachment #1- Application)

### A. SUMMARY IN BRIEF:

The applicant is seeking final site plan approval to improve and upgrade a portion of a vacant lot to develop a defined parking field area, which serves an adjoining beachfront restaurant. A portion of the property is currently used for parking however, the area is undefined, ingress and egress which is haphazard.

#### Location:

ATLANTA BEACH SUBD (See Attachment #2 - Survey)

#### Address:

2420-2430 S. Ocean Shore Blvd. (See Attachment #3 Location Map).

### ANALYSIS

#### Zoning, Future Land Use and Current Use

Zoning District	Future Land Use Map	Current Land Use
Touristl Commercial	Commercial	Vacant

#### Existing Conditions

As indicated above, the property is vacant; Site conditions are as follows:

- Lot area – 50' +/- x 179' +/- (8,950 +/- square feet).
- Generally flat, covered by typical native dune type vegetation and grasses.
- Gopher tortoise habitation (unverified)

### B. Compatibility With Land Development Regulations

The proposed improvements are compliant with the applicable sections of the Land Development Regulations; **Section 2.06.02. – Parking** as it relates to: (See ATTACHMENT #4 Site Plan).

- Size and access
- Location of parking spaces
- Landscaping per LDR's **Section 5.04.00 (SEE ATTACHMENT LANDSCAPE PLAN #5)**
- Perimeter screening
- Interior landscaping



6. Lighting (solar proposed)

**PARKING SUMMARY**

Existing Parking spaces – 26 designated

Proposed Parking spaces – 50 (includes two ADA Handicap spaces)

**STAFF RECOMMENDATION**

Planning and Land Development Regulation Board recommend approval of application #SP20-12-01.

**ATTACHMENTS:**

Attachment #1– Application

Attachment #2 - Survey

Attachment #3 – Location Map

Attachment #4 – Site Plan

Attachment #5 – Landscape Plan

SPR#: \_\_\_\_\_

DATE FILED: 11-10-20

### SITE PLAN REVIEW APPLICATION

PROJECT TITLE: \_\_\_\_\_

PROJECT ADDRESS: 2444 S Ocean Shore  
2420 S Ocean Shore + 2430 S Ocean Shore

Subdivision: Atlanta Beach Block: 1 Lot(s): 5, 6, 7, 8  
Sub

TAX MAP NUMBER: 19-12-32-0150-00010-0050 ZONING DISTRICT: TC  
19-12-32-0150-00010-0070  
19-12-32-0150-00010-0080

**OWNERS INFORMATION:**

OWNERS NAME: Absente S, LLC  
ADDRESS: 58 Island Estates Pkwy Palm Coast, FL 32137  
PHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

SIGNATURE OF OWNER: \_\_\_\_\_

**APPLICANTS INFORMATION:**

APPLICANTS NAME (IF OTHER THAN OWNER): Beachfront Grille  
ADDRESS: 2444 S Ocean Shore Blvd Flagler Beach  
PHONE NUMBER: 610 392 8474 FAX NUMBER: \_\_\_\_\_

SIGNATURE OF APPLICANT: \_\_\_\_\_

**REPRESENTATIVE:**

NAME: Rich Smith, Hammock Communities Inc  
ADDRESS: 125 N Ocean Shore Flagler Beach 32136  
PHONE NUMBER: 386-931-1905 FAX NUMBER: \_\_\_\_\_

SIGNATURE OF REPRESENTATIVE: \_\_\_\_\_

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

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

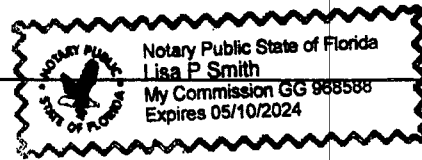
OWNER'S SIGNATURE: \_\_\_\_\_  
PRINT OWNER'S NAME: PERE, MAN POA

**RECEIVED**

NOV 10 2020

City of Flagler Beach Building Department

Sworn to and subscribed before me this 6 day of August, 2020.  
Personally known to me or produced identification: \_\_\_\_\_ (type)  
Notary Public: Lisa P Smith My commission expires: \_\_\_\_\_





# SITE PLAN REVIEW

## PROJECT DESCRIPTION

### PRINT OR TYPE INFORMATION

- A. Provide a detailed description of the proposed project:

OWNERS OF Beachfront Grille are expanding parking north to lot 2420 S. Oceanshore Blvd. to improve traffic flow, parking, hand: cap (ADA) access, w/ fencing and landscape improvements

- B. Provide the lot size (parcel) and square footage of all building(s):

179' x 50' = 8950 SF or .20 Acre

- C. Provide the size, height and proposed use of each building:

N/A

- D. Provide a detailed description of the following:

Exterior finish and color: N/A

Roof material and color: N/A

- E. Indicate the project floor area ratio or lot coverage (if applicable):

N/A

- F. Provide the total number of:

SEATING CAPACITY  
150

Required on-site parking spaces: 50

Proposed on-site parking spaces: 50

Required on-site Handicapped parking spaces: 2

Proposed on-site Handicapped Parking spaces: 2

- G. Any off-site parking spaces proposed? If yes, describe number, location, and distance from proposed project location:

N/A

- H. Will project be accomplished in phases? If Yes, describe phasing plans and timeframe:

NO

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

9 palms, cabbage palms

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

11am to 10pm

- K. Provide other pertinent information regarding the proposed development:

This is a parking extension of an existing previous parking lot on property, leased by Beachfront Grille

# Site Plan Review

## Existing Conditions

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

VACANT lot

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

NONE

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

- Site topography:

VACANT lot  
level  
sandy

- Plant life (existing trees, vegetative cover):

little vegetation

- Soil conditions:

sand

- Historic or cultural resources (if applicable):

NONE



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

North:

VACANT lot

South:

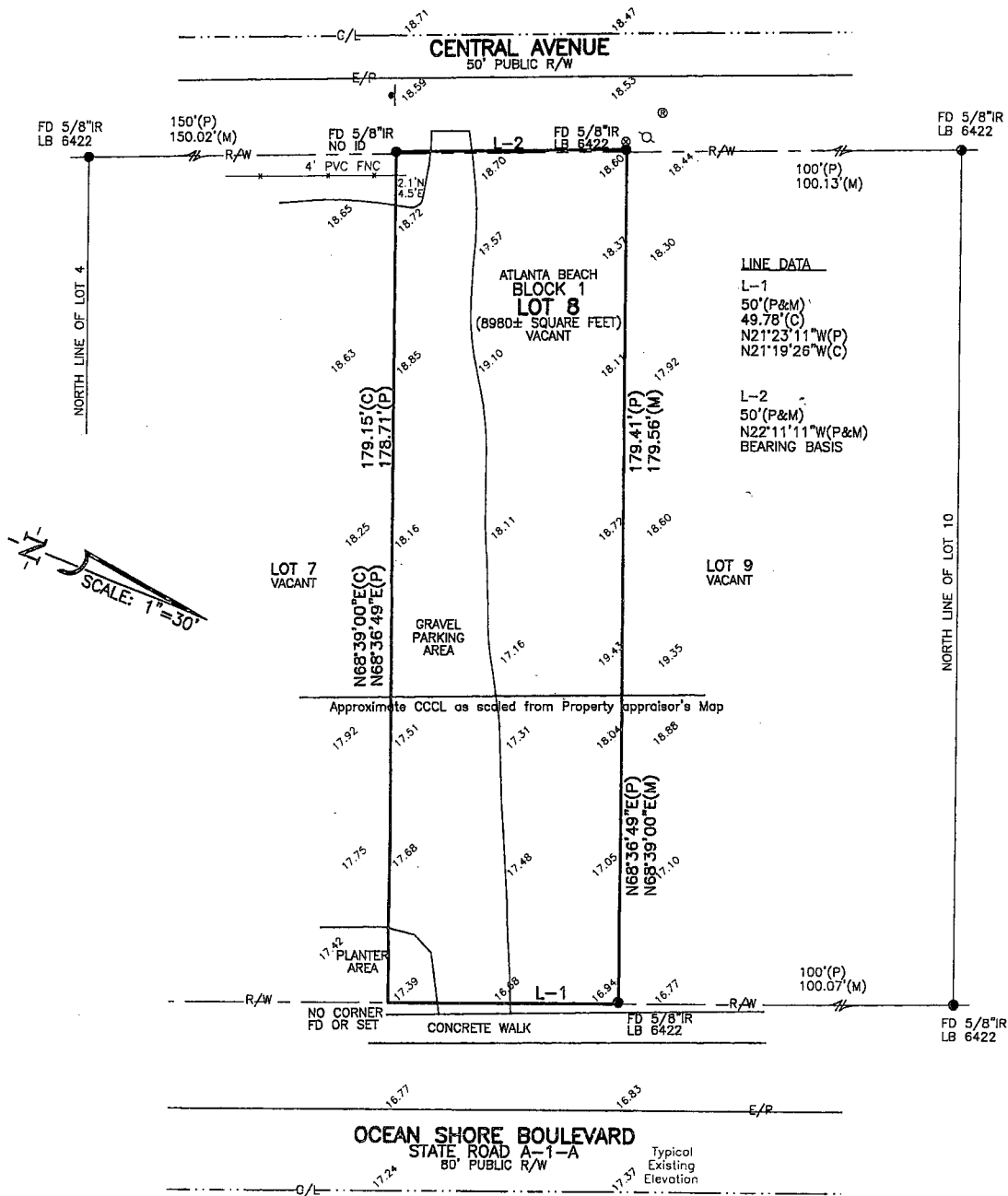
ADJACENT parking lot to subject lot  
leased by same owners

East:

AIA

West:

S. Central Avenue

**NOTES:**

1. Description furnished by client. No title work provided.
2. No overhead/underground improvements or utilities are located, unless shown.
3. Bearings are assumed and are based on plat datum.
4. Dimension category is shown in parenthesis ( ), when they differ from record dimensions. Monuments that fall within the suburban closure of 1:7500 [as per 5J-17.051(3)15bii] are not differentiated.
5. Flood Zone X, Map & Panel No. 12035C 0253 E, 6/6/18, as best ascertained from the Flood Insurance Rate Map.
6. Elevations are based on the N.A.V.D. of 1988. Elevations on natural ground have  $\pm 0.1'$  tolerance. C/L elevations shall meet requirement 5J-17.052(3)(c)

**LEGEND:**

C/L	Center Line	CCCL	Coastal Construction Control Line
FD	Found	L.B.	Licensed Business
IR	Iron Rod	L.S.	Licensed Surveyor
(P)	Plat Bearing & Distance	CMP	Corrugated Metal Pipe
(M)	Measured Bearing & Distance	FNC	Fence or Fence Corner
(C)	Calculated Bearing & Distance	PSM	Professional Surveyor & Mapper
BM	Bench Mark	NAVD	North American Vertical Datum
C/S	Concrete Slab	FFE	Finish Floor Elevation
R/W	Right of Way	W/M	Water Meter
E/P	Edge of Pavement	Q/P	Power Pole
A/C	Air Conditioner	U	Utility Riser
—	Sign	U	Underground Utility
		⊗	Clean Out

**DESCRIPTION:**

LOT 8, BLOCK 1, OF ATLANTA BEACH SUBDIVISION, ACCORDING TO THE PLAT THEREOF, RECORDED IN MAP BOOK 3, PAGE 24 AND 24A, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA

**PREPARED FOR:**

--- HC Builds  
---  
---  
---

**A1A EAST COAST LAND SURVEYING, LLC**

1366 US Highway 1 Suite 602, Ormond Beach FL 32174  
PHONE (386) 672-3633 or EastCoastLand@bellsouth.net

THE FOREGOING PLAT MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AS PER CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, AS PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

**TYPE SURVEY:** DATE OF FIELD—OFFICE WORK ORDER#  
Boundary & 10/30/20 11/06/20 2011024 RCB  
Topography

11/09/2020

ANTHONY SANZONE, PSM# 6309

LB #8107

Not valid without the signature and the original raised seal of a Florida Licensed surveyor and mapper.

**HC BUILDS**  
 725 NORTH OCEAN BLVD. SUITE 100, FORT LAUDERDALE, FL 33304  
 CONTACT: MICHAEL HOGAN - 954.391.1951  
 1001 N. OCEAN BLVD. SUITE 100, FORT LAUDERDALE, FL 33304  
 954.391.1951

**DESIGN / BUILD BY**  
 MICHAEL HOGAN, P.E.  
 1001 N. OCEAN BLVD. SUITE 100, FORT LAUDERDALE, FL 33304  
 954.391.1951

**BEACH FRONT GRILL**  
 2444 S. OCEANSHORE BLVD.  
 FLAGLER BEACH, FL

**PARKING / SITE PLAN**

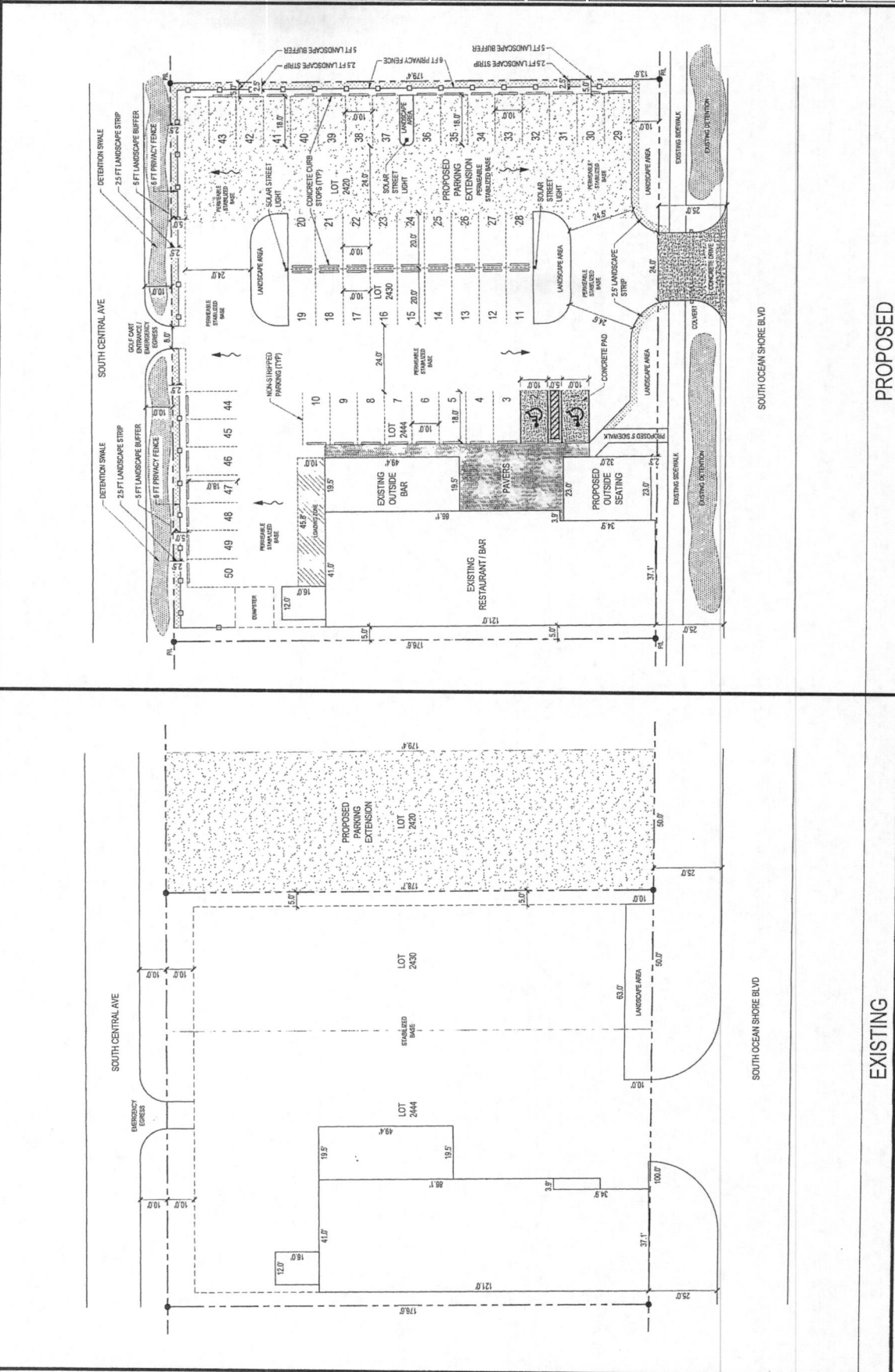
**COPYRIGHT NOTICE**  
 THE SITE PLAN IS THE PROPERTY OF HC BUILDS. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. NO PART OF THIS SITE PLAN MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF HC BUILDS.

THESE PLANS ARE  
 DESIGNED IN ACCORDANCE WITH THE  
 2017 FLORIDA BUILDING  
 CODE - 6TH EDITION

**REVISIONS:**

**SHEET NO.:**

**SCALE:**



NOTE: DRAWINGS ON THIS SHEET WILL BE ONE HALF THE NOTED SCALE



# 2420 S Ocean Shore Blvd Flagler Beach, FL 32136

## Site Plan Review





LOCATION MAP

Attachment#



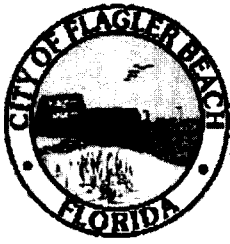


# 2420 S Ocean Shore Blvd Surrounding Land Use









# City of Flagler Beach

H20  
Updated Summary

**TO:** Ms. Jane Mealy, Chair, City Commission  
City Commission Members

**FROM:** Larry Torino, City Planner

**RE:** **SPEX#20-12-01** – Request for Special Exception use to permit a hotel in the General Commercial Zoning District as provided for in Land Development Regulations; **Section 2.04.02.8** Zoning Schedule One Land Use Controls. The subject property is located at the southwest corner of Moody Blvd. and S. Central Avenue and further identified as GEORGE MOODY SUBD. ALL BLOCK 34 PARCEL INC.

**DATE:** December 3, 2020

---

## **UPDATED SUMMARY:**

The Planning and Architectural Review Board at the meeting of December 1, 2020, voted unanimously to recommend approval of the Special Exception Use request to allow a hotel in the General Commercial District. There was no public opposition to the requested action.

**Applicant:** Anjon Resort Homes, LLC (Mr. Joseph Pasquale, Principal)  
3604 Bay Way  
Cooper City, FL 33026

**Property Owner:** Geraldine Charles LLC  
PO Box 848  
Flagler Beach, FL 32136

**Property Location:** southwest corner of Moody Blvd. and S. Central Avenue

**Parcel I.D. No.** 12-12-31-4500-00340-0000

**Future Land Use:** Commercial

**Zoning District:** General Commercial

**Application:** (See Applicant's, Application document)

## **Summary in Brief :**

The applicant proposes to develop a mixed-use hotel resort-oriented complex in conjunction with ten (10) urban style townhomes. A hotel is a permitted Special Exception Use in the General Commercial District however, only if approved by the City Commission after a review and recommendation of the Planning and Architectural Review Board.

The walk-up townhouse component is proposed to serve as residences and/or vacation resort dwellings, managed by the hotel entity. Parking for the townhomes will be on-site, featuring reserved spaces within a proposed parking garage (sub-grade) capable of accommodating one-hundred sixteen (116) vehicles. The applicant is requesting twenty-six (26) spaces from the parking pool to meet the total required parking count of one-hundred forty-two (142) spaces.

The resort unit count totals ninety-seven (97) rooms. The complex includes an event room, restaurant, café, pool, river pool, sun deck(s), viewing deck, designated interior & exterior public art display areas and an oversized lobby that opens to an arcade in and around the corner perimeter of the street level hotel entry area.

The architectural template combines features exhibited in the Charrette document, Downtown Mixed-use District character area as depicted in the Downtown Design Guidelines. The development standards align with those of the Mixed-use District as well.

The applicant proposes off-site improvements to include:

1. Transforming the perimeter traffic pattern from two-way to one-way traffic;
2. Replacing the current parking configuration from parallel to angle parking,
3. Upgrades to Veteran's Park ( to include proposed x-filtration underground stormwater retention vaults).

**LOCATION/PHYSICAL CHARACTERISTICS:**

The subject property is well known. For many years the site was home to the Farmer's Market. The property encompasses an entire City block, measuring 1.39+/- acres. The site is virtually clear of vegetation and realizes an approximately eight (8) drop in elevation between S. Central Ave. to the east, extending to S. Daytona Ave on the west (**See Applicant document Pg. #8**).

**Analysis:**

The Land Development Regulations specify that Special exception uses, as enumerated in Schedule One, Zoning Schedule of Use Controls, shall be permitted only upon authorization of the City Commission after review by the Planning and Architectural Review Board. In recommending approval or denial of the use, the reviewing boards shall provide findings and recommendations on whether the requirements of Land development Regulations **Section 2.06.01** (Special Exception Requirements 1. through 7.) is met as well as other comments such board feel will assist the City Commission in the determination of whether to grant the use. (**See Applicant document Pg. #2**).

Special Exception Requirements – (*staff assessment*)

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

Per Appendix A – ARTICLE II - ZONING, Section 2.04.02.8. ZONING SCHEDULE ONE LAND USE CONTROLS CITY OF FLAGLER BEACH,

Category of Use; General Commercial; Special Exception Uses, of the Land Development Regulations provides:

**SCHEDULE ONE ZONING SCHEDULE OF USE CONTROLS**

<b>CATEGORY OF USE</b>	<b>UNRESTRICTED PRINCIPAL USES</b>	<b>SPECIAL EXCEPTION USES</b>
GENERAL COMMERCIAL		2. All principal uses permitted in TC District.
TOURIST COMMERCIAL	1. Motels and hotels.	



---

--	--	--

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

The proposed use has been designed to maximize the safety, welfare, and convenience of the public and surrounding neighborhood (See Applicant Plan Set Sheet A-2.0 Site Development Plan).

As to safety, particularly as it relates to pedestrian and vehicular traffic, the proposed improvements to the perimeter streets should vastly improve traffic circulation and other current conditions as follows:

1. Two-way traffic > One-way traffic
2. Back out parking > angle parking
3. Perimeter streets - transform to parking lanes (speed control, pedestrian safety, intersection conflicts minimized)
4. Intersection safety improved (e.g. left turn westbound @ S. central Ave. & Moody Blvd.
5. Pedestrian crossing(s) improved

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

Findings of a property analysis and consultation with a real estate professional and the property appraiser's office:

- ❖ Consensus is that the proposed use(s) will increase the value of other property in the neighborhood, increase local business activity, increase ad valorem values, enhance bed tax.

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

The proposed development is highly compatible with uses general located within a downtown core area, particularly a beachfront community in a setting that Flagler Beach is fortunate to offer; easily accessible, highly visible, appropriately situated with respect to the beach and local businesses.

The proposed use replaces an iconic hotel that served the community in years past. Staff recommends explicit conditions are imposed to ensure the integrity of the surrounding residential uses is not compromised.

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

Site landscaping will meet and exceed the required Land Development Regulation's requirements (See Special Exception Requirements item 4. above).

---

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

The proposed parking spaces satisfy the required number of parking spaces for the business expansion. Loading/unloading is unaffected and effectively enhances on-site delivery vehicle maneuverability.

Ingress and egress will remain unchanged from current conditions which is limited to South Ocean Shore Blvd. Access from South Central will be restricted to pedestrian, golf cart, bicycle, and other such non-vehicular forms of transportation.

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

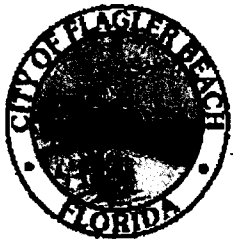
The proposed use, a hotel, as clarified herein, is a permitted Special Exception use in the General Commercial District. All details as it relates to applicable development standards will be addressed during the final site application process.

**Staff Recommendation:**

Recommend the City Commission grant the hotel Special Exception Use request upon the applicant having met the requirements of Land Development Regulations **Section 2.06.01**, Special Exception Requirements, and the findings and recommendations of the Planning and Architectural Review Board.

**Enclosures:**

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



# City of Flagler Beach

#20

**DATE:** NOVEMBER 20, 2020

**To:** Don Deal, Chairperson, Planning and Architectural Review Board  
Planning and Architectural Review Board Members

**FROM:** Larry Torino, City Planner

**RE:** **SPEX#20-12-01** – Request for Special Exception use to permit a *hotel* in the General Commercial Zoning District as provided for in Land Development Regulations; **Section 2.04.02.8** Zoning Schedule One Land Use Controls. The subject property is located at the southwest corner of Moody Blvd. and S. Central Avenue and further identified as GEORGE MOODY SUBD. ALL BLOCK 34 PARCEL INC.

---

**Applicant:** Anjon Resort Homes, LLC (Mr. Joseph Pasquale, Principal)  
3604 Bay Way  
Cooper City, FL 33026

**Property Owner:** Geraldine Charles LLC  
PO Box 848  
Flagler Beach, FL 32136

**Property Location:** southwest corner of Moody Blvd. and S. Central Avenue

**Parcel I.D. No.** 12-12-31-4500-00340-0000

**Future Land Use:** Commercial

**Zoning District:** General Commercial

**Application:** (See Applicant's, Application document)

**Summary in Brief :**

The applicant proposes to develop a mixed-use hotel resort-oriented complex in conjunction with ten (10) urban style townhomes. A hotel is a permitted Special Exception Use in the General Commercial District however, only if approved by the City Commission after a review and recommendation of the Planning and Architectural Review Board.

The walk-up townhouse component is proposed to serve as residences and/or vacation resort dwellings, managed by the hotel entity. Parking for the townhomes will be on-site, featuring reserved spaces within a proposed parking garage (sub-grade) capable of accommodating one-hundred sixteen (116) vehicles. The applicant is requesting twenty-six (26) spaces from the parking pool to meet the total required parking count of one-hundred forty-two (142) spaces.

The resort unit count totals ninety-seven (97) rooms. The complex includes an event room, restaurant, café, pool, river pool, sun deck(s), viewing deck, interior public art display space and oversized lobby that opens to an arcade in and around the corner perimeter of the hotel entry area.



The architectural template combines features exhibited in the charrette document and Mixed-use District character area depicted in the Downtown Design Guidelines. The development standards align with those of the Mixed-use District as well.

The applicant proposes off-site improvements to include:

1. Transforming the perimeter traffic pattern from two-way to one-way traffic;
2. Replacing the current parking configuration from parallel to angle parking,
3. Upgrades to Veteran's Park ( to include proposed sub-grade stormwater retention vaults)

**LOCATION/PHYSICAL CHARACTERISTICS:**

The subject property is well known. For many years the site was home to the Farmer's Market. The property encompasses an entire City block, measuring 1.39+/- acres. The site is virtually clear of vegetation and realizes an approximately eight (8) drop in elevation between S. Central Ave. to the east, extending to S. Daytona Ave on the west (**See Applicant document Pg. #8**).

**Analysis:**

The Land Development Regulations specify that Special exception uses, as enumerated in Schedule One, Zoning Schedule of Use Controls, shall be permitted only upon authorization of the City Commission after review by the Planning and Architectural Review Board. In recommending approval or denial of the use, the reviewing boards shall provide findings and recommendations on whether the requirements of Land development Regulations **Section 2.06.01** (Special Exception Requirements 1. through 7.) is met as well as other comments such board feel will assist the City Commission in the determination of whether to grant the use. (**See Applicant document Pg. #2**).

Special Exception Requirements – (*staff assessment*)

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

Per Appendix A – ARTICLE II - ZONING, Section 2.04.02.8. ZONING SCHEDULE ONE LAND USE CONTROLS CITY OF FLAGLER BEACH,

Category of Use; General Commercial; Special Exception Uses, of the Land Development Regulations provides:

SCHEDULE ONE ZONING SCHEDULE OF USE CONTROLS

CATEGORY OF USE	UNRESTRICTED PRINCIPAL USES	SPECIAL EXCEPTION USES
GENERAL COMMERCIAL		2. All principal uses permitted in TC District.
TOURIST COMMERCIAL	1. Motels and hotels.	

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

---

The proposed use has been designed to maximize the safety, welfare, and convenience of the public and surrounding neighborhood (**See Applicant Plan Set Sheet A-2.0 Site Development Plan**).

As to safety, particularly as it relates to pedestrian and vehicular traffic, the proposed improvements to the perimeter streets should vastly improve traffic circulation and other current conditions as follows:

1. Two-way traffic > One-way traffic
2. Back out parking > angle parking
3. Perimeter streets - transform to parking lanes (speed control, pedestrian safety, intersection conflicts minimized)
4. Intersection safety improved (e.g. left turn westbound @ S. central Ave. & Moody Blvd.
5. Pedestrian crossing(s) improved

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

Findings of a property analysis and consultation with a real estate professional and the property appraiser's office:

- ❖ Consensus is that the proposed use(s) will increase the value of other property in the neighborhood, increase local business activity, increase ad valorem values, enhance bed tax.

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

The proposed development is highly compatible with uses general located within a downtown core area, particularly a beachfront community in a setting that Flagler Beach is fortunate to offer; easily accessible, highly visible, appropriately situated with respect to the beach and local businesses.

The proposed use replaces an iconic hotel that served the community in years past. Staff recommends explicit conditions are imposed to ensure the integrity of the surrounding residential uses is not compromised. One such condition requires the applicant to install and maintain an enhanced perimeter landscape area particularly along the street side frontage and to construct an opaque fence six (6) feet in height. As this perimeter landscape matures, the visual screen, properly maintained, will form an appealing streetscape.

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

Site landscaping will meet and significantly exceed the required Land Development Regulation's requirements (See Special Exception Requirements item 4. above).

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

---

The proposed parking spaces satisfy the required number of parking spaces for the business expansion. Loading/unloading is unaffected and effectively enhances on-site delivery vehicle maneuverability.

Ingress and egress will remain unchanged from current conditions which is limited to South Ocean Shore Blvd. Access from South Central will be restricted to pedestrian, golf cart, bicycle, and other such non-vehicular forms of transportation.

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

The proposed use, a hotel, as clarified herein, is a permitted Special Exception use in the General Commercial District. All details as it relates to applicable development standards will be addressed during the final site application process.

Staff Recommendation:

Recommend approval of the requested hotel use.

ENCLOSURES:

Attachment #1 – Location Map

Attachment #2 – Legal Advertisement

Attachment #3 – Public Notice

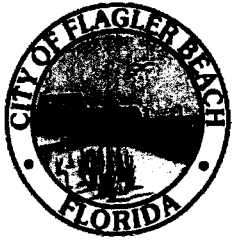




# City of Flagler Beach

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





# City of Flagler Beach

---

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

## CITY OF FLAGLER BEACH

### NOTICE OF PUBLIC HEARING

### SPECIAL EXCEPTION #20-12-01

A request has been submitted for a Special Exception Use to construct a hotel in the General Commercial Zoning District as provided for in the Land Development Regulations Section 2.04.02.8, Zoning Schedule One Land Use Controls. The subject property is identified by the Flagler County Property Appraiser as Parcel ID#12-12-31-4500-00340-0000. The subject property is located at the southwest corner of the intersection of Moody Blvd. and S. Central Avenue, Flagler Beach 32136. Applicant: Anjon Resort Homes, LLC.

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

**PLANNING AND ARCHITECTURAL REVIEW BOARD: TUESDAY, December 1, 2020 at 5:30 P.M.**

**CITY COMMISSION: THURSDAY, December 10, 2020 AT 6:00 P.M. OR AS SOON THEREAFTER.**

**ALL INTERESTED PARTIES ARE INVITED TO ATTEND.**

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

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

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

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


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

# THE NEWS-JOURNAL

Published Daily and Sunday  
Daytona Beach, Volusia County, Florida

State of Florida,  
County of Volusia

Before the undersigned authority personally appeared



who, on oath says that he/she is .....

## LEGAL COORDINATOR

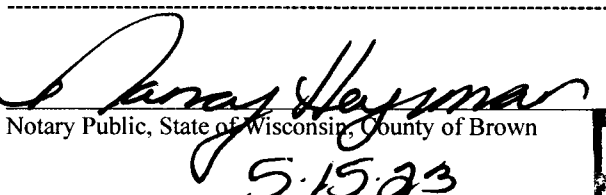
of The News-Journal, a daily and Sunday newspaper, published at  
Daytona Beach in Volusia County, Florida; the attached copy of  
advertisement, being a

**CITY OF FLAGLER BEACH NOTICE OF PUBLIC  
HEARING SPECIAL EXCEPTION #20-12-01 A request has  
been submitted for a Special Exception Use to construct a hotel  
in the**

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

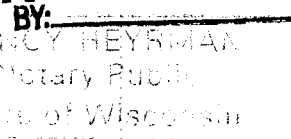
**November 21, 2020**

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

  
Notary Public, State of Wisconsin, County of Brown  
5.15.23

My Commission Expires

Sworn to and subscribed before me this  
**21st day of November, 2020**

BY:   
NANCY HEYRMAN  
Notary Public  
State of Wisconsin

## CITY OF FLAGLER BEACH

### NOTICE OF PUBLIC HEARING SPECIAL EXCEPTION #20-12-01

A request has been submitted for a Special Exception Use to construct a hotel in the General Commercial Zoning District as provided for in the Land Development Regulations Section 2.04.02.8, Zoning Schedule One Land Use Controls. The subject property is identified by the Flagler County Property Appraiser as Parcel ID#12-12-31-4500-00340-0000. The subject property is located at the southwest corner of the intersection of Moody Blvd. and S. Central Avenue, Flagler Beach 32136. Applicant: Anjon Resort Homes, LLC.

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

PLANNING AND ARCHITECTURAL REVIEW BOARD: TUESDAY, December 1, 2020 at 5:30 P.M.

CITY COMMISSION: THURSDAY, December 10, 2020 AT 6:00 P.M. OR AS SOON THEREAFTER.

ALL INTERESTED PARTIES ARE INVITED TO ATTEND.

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

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

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

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

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

L2371050, Nov 21, 2020 It

**RECEIVED**  
NOV 30 2020

CITY OF FLAGLER BEACH CITY OF FLAGLER -  
LEGAL  
ATTN: FINANCE DEPT  
P O BOX 70  
FLAGLER BEACH, FL 32136

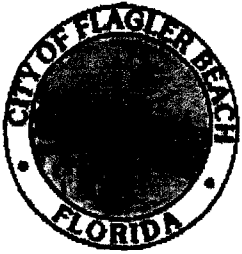
FEE: \$309.86  
AD #: 0002371050  
ACCT: 071980



RECEIVED

NOV 18 2020

City of Flagler Beach Building Department



City of Flagler Beach  
PO Box 70 105 South 2<sup>nd</sup> Street  
Flagler Beach, Florida 32136

Phone (386) 517-2000 Fax (386) 517-2016

**Special Exception – (SPEX)**

APPLICATION NO.: SPEX 20-12-01

DATE: \_\_\_\_\_

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

**A. DESCRIPTION OF REQUEST / PROPOSED DEVELOPMENT:**

HOTEL USE - 97 ROOMS + MANAGEMENT OFFICE

**B. PRESENT USE OF PROPERTY:** VACANT • CITY EVENTS

**C. PETITIONER:** ANJAN RESORT HOMES, LLC

**D. SUBJECT PROPERTY LOCATION (PHYSICAL ADDRESS):** MOODY BLVD to S. 2<sup>ND</sup> STREET + 3 CENTRAL TO S DAYTONA

**E. OWNER OF SUBJECT PROPERTY:** GERALDINE CHARLES, LLC

**F. PROPERTY APPRAISER'S PARCEL NUMBER(s):** 12-12-31-4500-00340-0000  
12-12-31-4500-00690-0230

**G. LEGAL DESCRIPTION: LOT:** ALL **BLOCK:** 34 **SUBDIVISION:** GEORGE MOODY **ZONING DISTRICT:** GC

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

**TO BE COMPLETED BY THE PLANNING & ZONING DEPARTMENT**

ACCEPTED BY: Bonnie Wilson DATE: 11-18-20

Application #SPEX: 20-12-01

**- SPECIAL EXCEPTION STANDARDS -**  
**(complete separately by applicant)**

The Planning and Architectural Review Board may grant Special Exceptions only upon finding that the request meets the criteria set forth in Appendix A, Land Development Regulations, Section 2.06.01. Describe how your request meets each requirement.

1. That the use is a permitted Special Exception use as set forth in Land Development Regulations, Article II. Zoning, Section 2.04.02.8. *Zoning Schedule One Land Use Controls.* **YES**
2. That the use is so designed located and proposed to be operated that the public health, safety, welfare and convenience will be protected. **YES**
3. That the use will not cause substantial injury to the value of other property in the neighborhood where it is to be located. **YES**
4. That the use will be compatible with adjoining development and the proposed character of the district where it is to be located. **YES**
5. That the adequate landscaping and screening is provided as required herein, or otherwise required. **YES**
6. That adequate off-street parking and loading is provided and ingress and egress is so designed as to cause minimum interference with traffic on abutting streets. **YES**
7. That the use conforms with all applicable regulations governing the district where located. **YES**

  
APPLICANT  
JOSEPH PASQUALE  
ANJON RESORT HOMES

WARRANTY DEED

Individ. to Individ.

Return to:

Name: David S. Eldredge, Esquire  
1 Florida Park Drive S., Ste. 340  
Palm Coast, FL 32137

This instrument prepared by:  
David S. Eldredge, Esquire  
1 Florida Park Drive S., Ste. 340  
Palm Coast, FL 32137

Property Appraisers Parcel ID #12-12-31-4500-00340-0000

Grantee(s) S.S.# Prepared without the benefit of a title search

THIS WARRANTY DEED, Made this 11th day of May, 2004, by ZOE B. FOREHAND, the surviving joint tenant of BERNARD C. FRASSRAND, hereinafter called the Grantor, to WILLIAM M. FOREHAND and ZOE B. FOREHAND, husband and wife as tenants by the entirety, whose post office address is P. O. Box 2029, Flagler Beach, FL 32136, hereinafter called the Grantee.

WITNESSETH, That the Grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee all that certain land, situate in Flagler County, State of Florida, viz:

SEE EXHIBIT "A" ATTACHED.

GRANTOR WARRANTS THIS IS NOT HOMESTEAD PROPERTY.

All of Block 34 of Woody Subdivision of Flagler Beach, Flagler County, Florida, according to Plat on file in the Office of the Clerk of the Circuit Court of Flagler County, Florida in Plat Book 1, at Page 24. Together, with all the covenants, hereditaments and appurtenances thereto belonging or in anywise appertaining.

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

AND the Grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2003.

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

Signed, sealed and delivered  
in the presence of:

David S. Eldredge  
DAVID S. ELDRIDGE  
Witness as to Grantor

Rosemary Spadafino  
ROSEMARY SPADAFINO  
Witness as to Grantor

Zoe B. Forehand (SEAL)  
ZOE B. FOREHAND

STATE OF FLORIDA  
COUNTY OF FLAGLER

I hereby certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared ZOE B. FOREHAND, the surviving joint tenant of BERNARD C. FRASSRAND, known to me to be the person described in and who executed the foregoing instrument, who acknowledged before me that she executed the same, and an oath was not taken. Said person presented her drivers' licenses as identification.

Witness my hand and official seal in  
the County and State last aforesaid  
this 11th day of May, 2004.

David S. Eldredge  
Notary Public-State of Florida



## EXHIBIT "A"

61-02-307

All of Block Thirty-Four (34) of MOODY'S SUBDIVISION of Flagler Beach, Flagler County, Florida; according to Plat on file in the Office of the Clerk of the Circuit Court for Flagler County, Florida, in Plat Book 1, at Page 24.

Also, that part of Section 12, Township 12 South, Range 31 East, bounded on the West by the East right-of-way boundary of State Road A1A; bounded on the North by the extension of the North line of Lot 1 of Block 8 of MOODY SUBDIVISION of Flagler Beach, per a plat of said subdivision on file in the office of the Clerk of the

Circuit Court of Flagler County, Florida, in Plat Book 1 at Page 24; bounded on the East by the Atlantic Ocean; bounded on the South by the extension of the South line of Lot 12 of Block 8 of said MOODY SUBDIVISION of Flagler Beach, together with all riparian, littoral, accretion and alluvion rights thereon and thereto.

## AUTHORIZATION

OWNER	APPLICANT/ AGENT
Name: <u>Geraldine Charles, LLC</u>	Name: <u>ANSON RESORT HOMES LLC</u>
Mailing Address: <u>P.O. BX 848, Flagler Beach FL</u>	Mailing Address: <u>3604 BAY WAY COOPER CITY FL 33024</u>
Phone Number: <u>386 439 2881</u>	Phone Number: <u>954 336 2560</u>
E-mail Address: <u>jsinc1988@bellsouth.net</u>	E-mail Address: <u>JCP457C@GMAIL.COM</u>

### Owner/Applicant:

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

Signature of owner OR person authorized to represent this application.

Signature(s): [Signature]

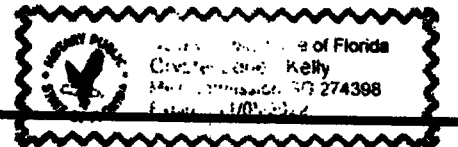
Printed or typed name(s): JOSEPH PASQUALE

[Signature]

Zoe B. Forehand

NOTARY: This instrument was acknowledged before me on this 18<sup>TH</sup> day of NOVEMBER, 2020 by Zoe B Forehand who is/are personally known to me or who has/have produced N/A as identification. (SEAL)

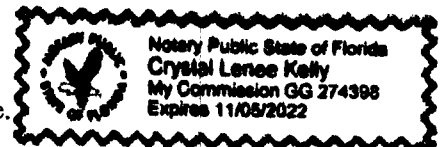
Signature of Notary Public, State of Florida



### Planning and Architectural Review Board Ruling:

In advocating a Special Exception, the Planning and Architectural Review Board may:

1. Prescribe appropriate conditions and safeguards in conformity with this ordinance.
2. Violation of such conditions and safeguards, when made a part of the terms under which the Special Exception is advocated, shall be deemed a violation of this ordinance.
3. The Planning and Architectural Review Board may prescribe a reasonable time limit within which the action for which the Special Exception is required shall be begun or completed or both.
4. Under no circumstances except as permitted above shall the Planning and Architectural Review Board advocate a Special Exception to permit a land use not generally permitted in the zoning district involved or any use expressly or by implication prohibited by the terms of this ordinance in the zoning district.
5. No nonconforming use of neighboring lands, structures or buildings in the same zoning district and no permitted use of lands, structures or buildings in other zoning districts shall be considered grounds for the advocacy of a Special Exception.



Property Owner Letter of Authorization

\*\*\*\*\*IF APPLICANT IS NOT THE PROPERTY OWNER\*\*\*\*\*

To Whom It May Concern,  
I / We,

GERALDINE CHARLES, LLC

being the current property owner(s)

(All property owners)

of the property legally described as Parcel Number(s) 12-12-31-4500-00340-0000  
12-12-31-4500-00690-0230

and also described as Subdivision GEORGE MOODY

Section 12, Block 34, Lot 44, OR

Street Address or Physical Location:

MOODY BLVD TO 2ND STREET, S. CENTRAL TO S. DAYTONA  
Do hereby designate and authorize

JOSEPH PASQUALE

(name of agent / applicant)

representing ANJON RESORT HOMES, LLC  
(Individual or Corporate Name)

to sign on my/our behalf, as my/our agent to submit an application for a Special Exception request for the property described above.

[Signature]  
Signature of property owner

Zee B. Forehand  
Print name

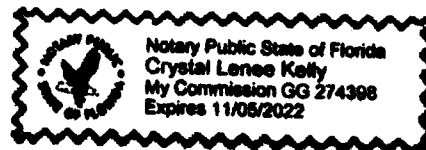
[Signature]  
Signature of property owner

William M Forehand  
Print name

NOTARY: This instrument was acknowledged before me on this 18<sup>TH</sup> day of NOVEMBER,  
2020 by ZEE B. & WILLIAM M. FOREHAND who is are personally known to me, or  
who has/have produced N/A as identification.

(SEAL)

[Signature]  
Signature of Notary Public, State of Florida

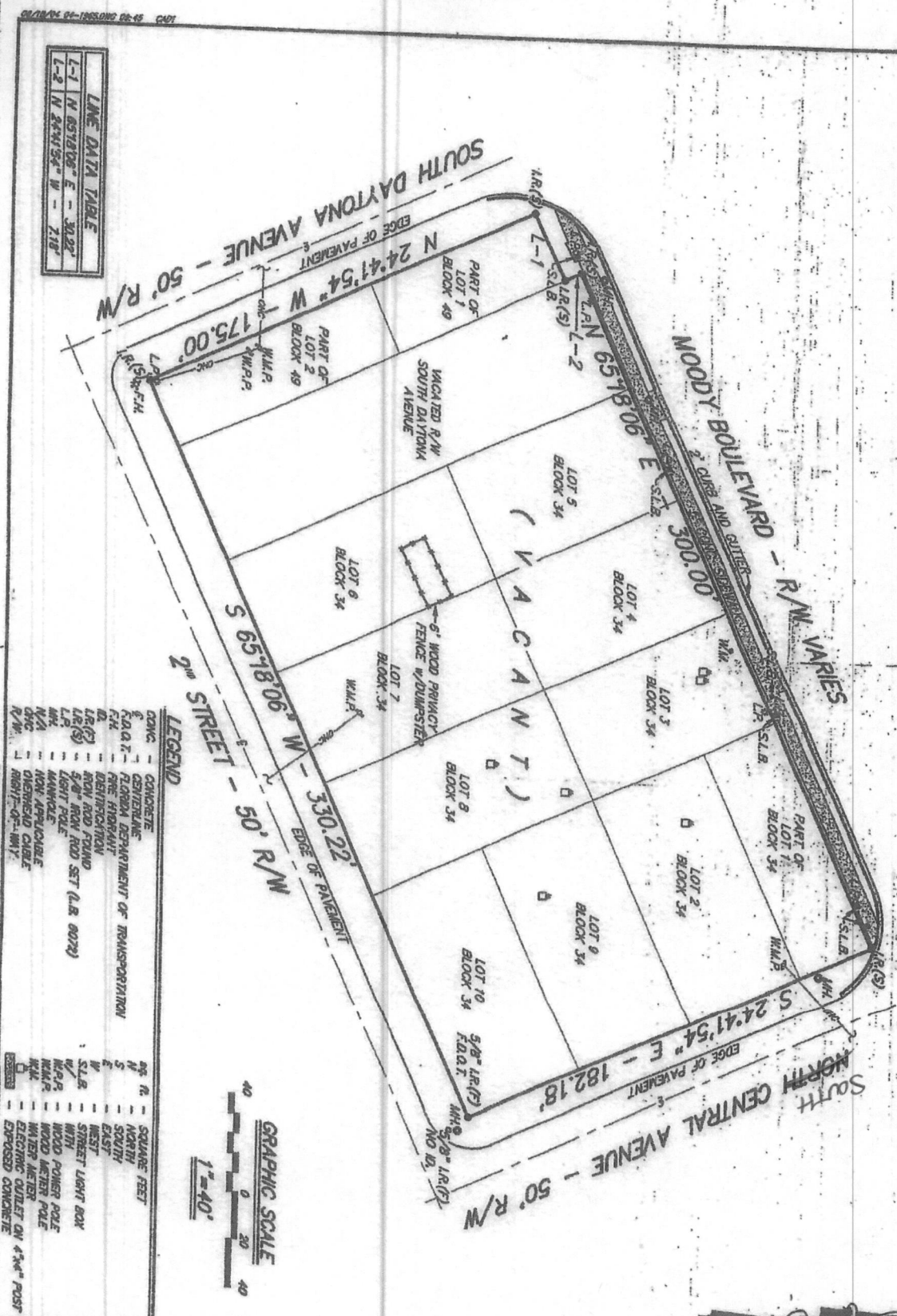




# MAP SHOWING SURVEY OF

ALL BLOCK 34, GEORGE MOODY SUPERVISION ACCORDING TO THE PLAT THEREOF  
RECORDED IN PLAT BOOK 1 PAGE 24 PUBLIC RECORDS OF FLAGLER COUNTY,  
FLORIDA.

CERTIFIED TO: WILLIAM & ROSE B. FOREHAND



**GENERAL NOTES:**

- This survey was made without benefit of an abstract of title. No right-of-way or easements of record were located by this firm except as shown.
- The certification of this survey is a professional opinion based on the existing field and documentary evidence available at the time this survey was prepared.
- This office has not conducted this parcel of land for any recorded claims at this, easements or restrictions. This surveyor does not hold liability for the existence of any such claims.
- Use of this survey for purposes other than that which it was intended, without written verification, shall be at the user's sole risk and without liability to this surveyor. The surveyor does not warrant the accuracy of the survey for any other purpose than that for which it was prepared.
- All distances hereunder shall be measured by holding a chain in accordance with rules not forth by the American Association of Professional Surveyors.
- No underground structures, utilities or foundations were located or determined by this survey.
- For building setbacks call the appropriate county code enforcement office.
- All distances, bearings or angles are as field measured. Deed or plat measurements are noted if different.
- The measurements for this survey were made in accordance with the United States Standards.
- Computations on shown hereon are only those shown above ground, while adjustments obtained by the surveyor.

**COMMENTS:**

- This survey is certified to the best field data.

- This survey does not reflect or determine ownership.

- The existing rights implied by this survey are not transferable.

- This surveyor's liability shall not exceed the fee as stated by this surveyor.

**According to the Federal Emergency Management Agency (FEMA) Map No. 22087-0001B, effective date 5-15-83, the property described herein appears to be in Zone 2.**

**Books of Survey showing: MONUMENTARY RIGHT-OF-WAY AND STREET**

**Surveyor's Name: DEVINO & ASSOCIATES, INC.**

**State of Florida: FLA.**

**County: FLAGLER**

**Block of subdivision: 34**

**Map No. 22087-0001B**

**DATE: 04-15-04**

**BY: [Signature]**

**FOR: [Signature]**

**WIT: [Signature]**

**©Copyright 2004, by Devino & Associates, Inc. All rights reserved.**

**DEVINO & Associates, Inc.**

**Surveyors**

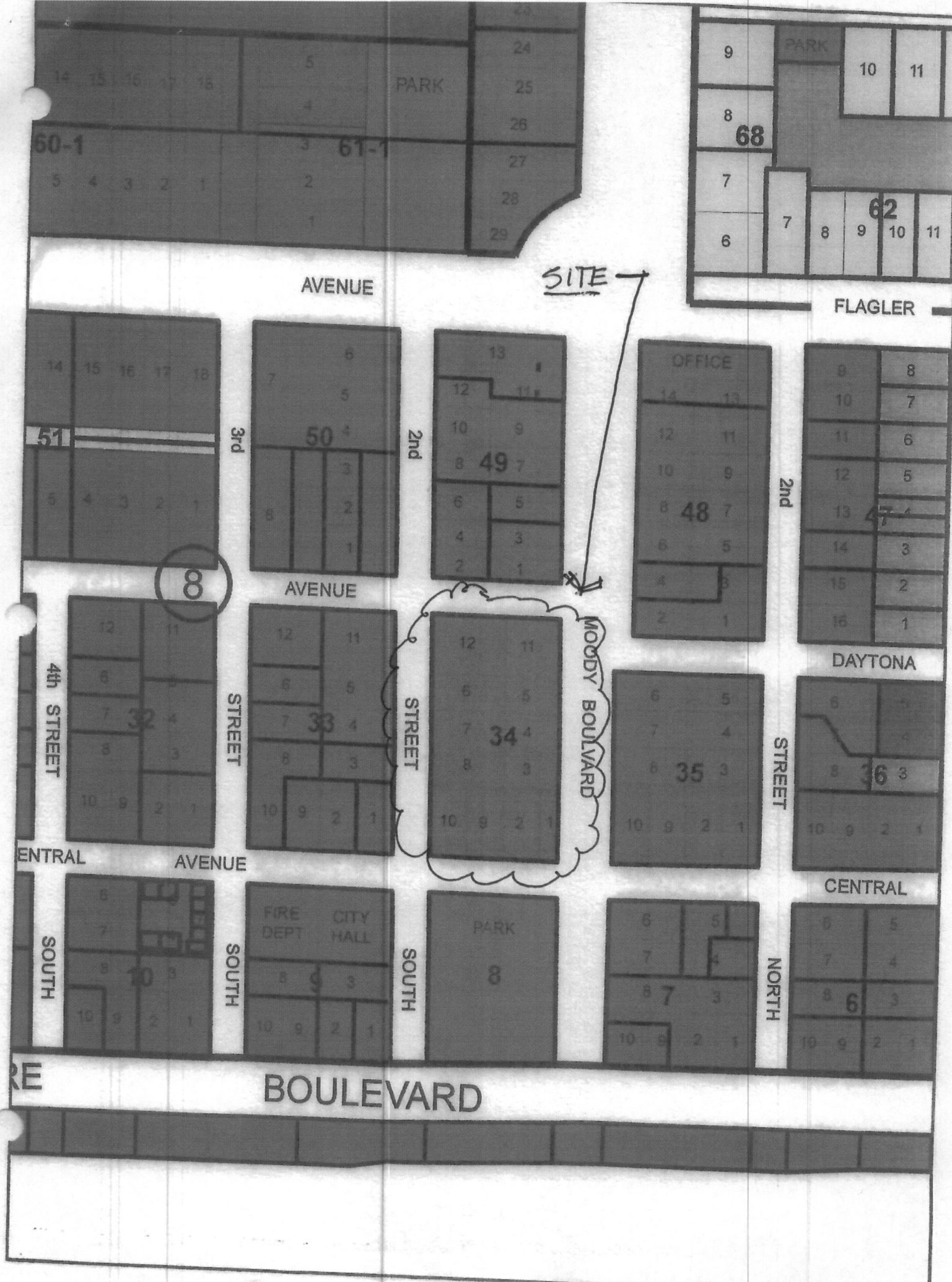
**93 A ORANGE ST.**

**ST. AUGUSTINE, FLORIDA 32084**

**(904) 823-3100 FAX (904) 823-3035**

**FLORIDA (L) 17748, P.L.S. 0400**

**FOR RECORD FOR ASSOCIATES L.S. 04077**



AVENUE

SITE →

FLAGLER

OFFICE

DAYTONA

CENTRAL

AVENUE

MOODY BOULEVARD

STREET

STREET

STREET

AVENUE

SOUTH

NORTH

SOUTH

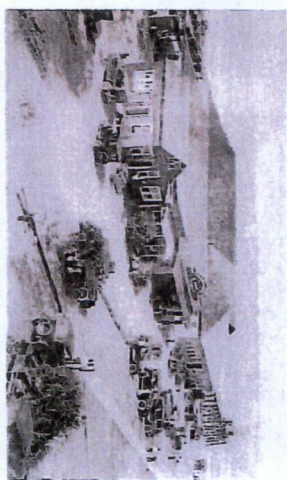
4th STREET

SOUTH

BOULEVARD

RE





SHEET INDEX	
ARCHITECTURAL	
A-00 COVER SHEET	
A-01 EXTERIOR ELEVATIONS	
A-02 EXTERIOR ELEVATIONS	
A-03 EXTERIOR ELEVATIONS	
A-04 EXTERIOR ELEVATIONS	
A-05 EXTERIOR ELEVATIONS	
A-06 EXTERIOR ELEVATIONS	
A-07 EXTERIOR ELEVATIONS	
A-08 EXTERIOR ELEVATIONS	
A-09 EXTERIOR ELEVATIONS	
A-10 EXTERIOR ELEVATIONS	

**ANJON HOMES**  
RESORT HOMES  
1000 N. W. 10th Ave.  
Fort Lauderdale, FL 33304  
(954) 332-0187  
www.anjonhomes.com

**PALM WAVE**  
DESIGN & CONSTRUCTION  
1000 N. W. 10th Ave.  
Fort Lauderdale, FL 33304  
(954) 332-0187  
www.palmwave.com

**CJP**  
CONSTRUCTION PROJECTS  
1000 N. W. 10th Ave.  
Fort Lauderdale, FL 33304  
(954) 332-0187  
www.cjp.com

**H. MARTIN ARCHITECTURAL**  
ARCHITECTURAL  
1000 N. W. 10th Ave.  
Fort Lauderdale, FL 33304  
(954) 332-0187  
www.hmartin.com

**COLLAGE**  
CONSTRUCTION PROJECTS  
1000 N. W. 10th Ave.  
Fort Lauderdale, FL 33304  
(954) 332-0187  
www.collage.com



**RECEIVED**  
NOV 18 2020  
City of Flagler Beach Building Department

**COVER SHEET**  
A-00  
CONCEPTUAL DRAWINGS

**ANJON RESORT HOMES**  
FLAGLER BEACH RESORT  
1000 N. W. 10th Ave.  
Fort Lauderdale, FL 33304  
(954) 332-0187  
www.anjonhomes.com

**PASQUALE KURITZKY**  
ARCHITECTS  
5101 N.W. 21st Avenue, Suite 300  
Fort Lauderdale, FL 33309  
P: (954) 332-0184  
F: (954) 332-0187  
www.pasqualekuritzky.com

**DESIGNED BY**  
PASQUALE KURITZKY  
ARCHITECTS

**DRAWN BY**  
PASQUALE KURITZKY  
ARCHITECTS

**CHECKED BY**  
PASQUALE KURITZKY  
ARCHITECTS

**DATE**  
09/18/20

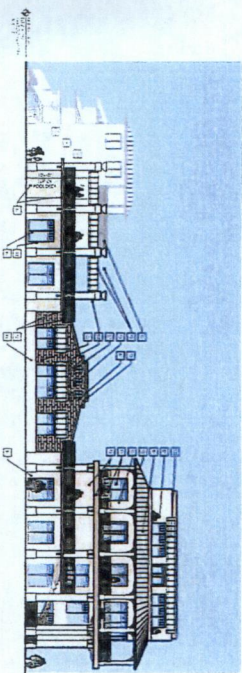




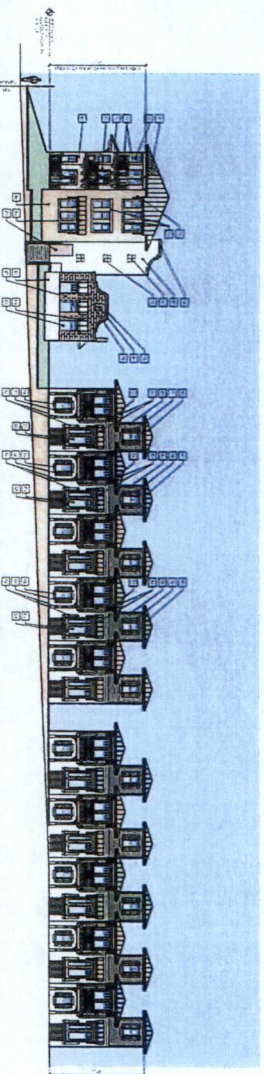




NORTH ELEVATION  
SCALE: 1/8" = 1'-0"



EAST ELEVATION  
SCALE: 1/8" = 1'-0"



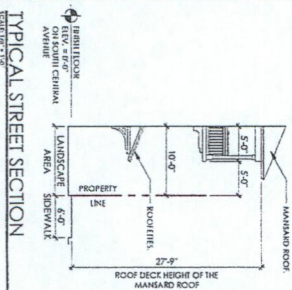
SOUTH ELEVATION - TOWN HOUSE FRONT ELEVATION  
SCALE: 1/8" = 1'-0"



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

COLOR LEGEND

1. TERRAZZO	FLAT
2. STONE	FLAT
3. BRICK	FLAT
4. ROOF COVER - LAMIN	FLAT
5. ROOF COVER - LAMIN	FLAT
6. ROOF COVER - LAMIN	FLAT
7. ROOF COVER - LAMIN	FLAT
8. ROOF COVER - LAMIN	FLAT
9. ROOF COVER - LAMIN	FLAT
10. ROOF COVER - LAMIN	FLAT
11. ROOF COVER - LAMIN	FLAT
12. ROOF COVER - LAMIN	FLAT
13. ROOF COVER - LAMIN	FLAT
14. ROOF COVER - LAMIN	FLAT
15. ROOF COVER - LAMIN	FLAT
16. ROOF COVER - LAMIN	FLAT
17. ROOF COVER - LAMIN	FLAT
18. ROOF COVER - LAMIN	FLAT
19. ROOF COVER - LAMIN	FLAT
20. ROOF COVER - LAMIN	FLAT
21. ROOF COVER - LAMIN	FLAT
22. ROOF COVER - LAMIN	FLAT
23. ROOF COVER - LAMIN	FLAT
24. ROOF COVER - LAMIN	FLAT
25. ROOF COVER - LAMIN	FLAT
26. ROOF COVER - LAMIN	FLAT
27. ROOF COVER - LAMIN	FLAT
28. ROOF COVER - LAMIN	FLAT
29. ROOF COVER - LAMIN	FLAT
30. ROOF COVER - LAMIN	FLAT
31. ROOF COVER - LAMIN	FLAT
32. ROOF COVER - LAMIN	FLAT
33. ROOF COVER - LAMIN	FLAT
34. ROOF COVER - LAMIN	FLAT
35. ROOF COVER - LAMIN	FLAT
36. ROOF COVER - LAMIN	FLAT
37. ROOF COVER - LAMIN	FLAT
38. ROOF COVER - LAMIN	FLAT
39. ROOF COVER - LAMIN	FLAT
40. ROOF COVER - LAMIN	FLAT
41. ROOF COVER - LAMIN	FLAT
42. ROOF COVER - LAMIN	FLAT
43. ROOF COVER - LAMIN	FLAT
44. ROOF COVER - LAMIN	FLAT
45. ROOF COVER - LAMIN	FLAT
46. ROOF COVER - LAMIN	FLAT
47. ROOF COVER - LAMIN	FLAT
48. ROOF COVER - LAMIN	FLAT
49. ROOF COVER - LAMIN	FLAT
50. ROOF COVER - LAMIN	FLAT
51. ROOF COVER - LAMIN	FLAT
52. ROOF COVER - LAMIN	FLAT
53. ROOF COVER - LAMIN	FLAT
54. ROOF COVER - LAMIN	FLAT
55. ROOF COVER - LAMIN	FLAT
56. ROOF COVER - LAMIN	FLAT
57. ROOF COVER - LAMIN	FLAT
58. ROOF COVER - LAMIN	FLAT
59. ROOF COVER - LAMIN	FLAT
60. ROOF COVER - LAMIN	FLAT
61. ROOF COVER - LAMIN	FLAT
62. ROOF COVER - LAMIN	FLAT
63. ROOF COVER - LAMIN	FLAT
64. ROOF COVER - LAMIN	FLAT
65. ROOF COVER - LAMIN	FLAT
66. ROOF COVER - LAMIN	FLAT
67. ROOF COVER - LAMIN	FLAT
68. ROOF COVER - LAMIN	FLAT
69. ROOF COVER - LAMIN	FLAT
70. ROOF COVER - LAMIN	FLAT
71. ROOF COVER - LAMIN	FLAT
72. ROOF COVER - LAMIN	FLAT
73. ROOF COVER - LAMIN	FLAT
74. ROOF COVER - LAMIN	FLAT
75. ROOF COVER - LAMIN	FLAT
76. ROOF COVER - LAMIN	FLAT
77. ROOF COVER - LAMIN	FLAT
78. ROOF COVER - LAMIN	FLAT
79. ROOF COVER - LAMIN	FLAT
80. ROOF COVER - LAMIN	FLAT
81. ROOF COVER - LAMIN	FLAT
82. ROOF COVER - LAMIN	FLAT
83. ROOF COVER - LAMIN	FLAT
84. ROOF COVER - LAMIN	FLAT
85. ROOF COVER - LAMIN	FLAT
86. ROOF COVER - LAMIN	FLAT
87. ROOF COVER - LAMIN	FLAT
88. ROOF COVER - LAMIN	FLAT
89. ROOF COVER - LAMIN	FLAT
90. ROOF COVER - LAMIN	FLAT
91. ROOF COVER - LAMIN	FLAT
92. ROOF COVER - LAMIN	FLAT
93. ROOF COVER - LAMIN	FLAT
94. ROOF COVER - LAMIN	FLAT
95. ROOF COVER - LAMIN	FLAT
96. ROOF COVER - LAMIN	FLAT
97. ROOF COVER - LAMIN	FLAT
98. ROOF COVER - LAMIN	FLAT
99. ROOF COVER - LAMIN	FLAT
100. ROOF COVER - LAMIN	FLAT



TYPICAL STREET SECTION  
SCALE: 1/8" = 1'-0"

**PASQUALE KURTZYK**  
ARCHITECT  
3101 NW 21st Avenue, Suite 340  
Fort Lauderdale, FL 33309  
P: 954.332.0184  
F: 954.332.0187  
JANUARY 2017

**ANJON RESORT HOMES**  
FLAGLER  
BEACH RESORT  
JACOBY BOULEVARD  
FORT LAUDERDALE, FL 33309  
DATE: 09/11/2017

**REVISIONS**  
DATE: 09/11/2017  
BY: JPK  
REVISION: 1  
DESCRIPTION: 1. REVISED TO SHOW THE NEW ROOF DECK HEIGHT OF THE MANSARD ROOF.  
DATE: 11/01/2017  
BY: JPK  
REVISION: 2  
DESCRIPTION: 2. REVISED TO SHOW THE NEW ROOF DECK HEIGHT OF THE MANSARD ROOF.

**EXTERIOR ELEVATIONS**  
A-4.0  
CONCEPT DRAWINGS

# Item 21 Staff Reports



## Penny Overstreet

---

**From:** Robert Pace  
**Sent:** Thursday, November 5, 2020 10:57 AM  
**To:** Rick McFadden  
**Cc:** Penny Overstreet  
**Subject:** Weekly Highlights

Mr. McFadden,

The following are the events covering the last 2 weeks,

- On Saturday October 24<sup>th</sup>, the Police/Fire Departments as well as Commissioner Mealy and volunteers participated at the Beach Boo Event. The event was held at Wickline Park to distribute candy to local children. Typically for Halloween, the Police Department hosts a Trunk –R-Treat and the fire Department will travel through the neighborhoods in the fire truck and hand out candy to kids. Obviously in dealing with the Pandemic, this could not take place. Chief Doughney came up with the idea of hosting a drive-thru event, the event was very successful and over 400 children received candy. There were approximately 170 vehicles that drove through the park
- I attended a Public Safety Communication Network Meeting. This was once again a Zoom Meeting. There were several points discussed in the meeting including radio coverage, BDA testing, 800 towers, and future leases. Radio coverage testing was completed at 97.5% throughout the county. BDA testing has begun within the school system and once completed a BDA Policy will be introduced. There has been 2 of the old 800 radio towers dismantled. Finally, there are 2 contracts being negotiated with Volusia County and AT&T for rental space on the new towers
- I was invited to a deployable rehab tent/ shelter demonstration. Flagler County Emergency Management is considering purchasing one of these tents and hosted the demonstration at the EOC. The tent is 11x15 and is complete with electricity and a HVAC system. The tent will be utilized post hurricanes, brush fires, or as a rehab shelter for large scale events. The Emergency Management Chief (Johnathan Lord) also stated to me that the tent could be deployed at large special events here in the city
- For the last several years FBFD staff undergo an annual physical assessment called LifeScan. With cancer concerns increasing over the years, the majority of fire agencies has implemented this type of program. Testing consists of a physical agility, baseline vitals, mental evaluation and a sonogram. The idea is to get in front of any long term issues while firefighters are still young. Testing is confidential and is offered to staff as a wellness benefit
- B Shift's Crew have assumed a lot of the public relation responsibilities for the department. Lieutenant Conroy and his crew will visit local residents upon requests for fire safety inspections, smoke detector installs and public education. Just this week, this crew reached out to 29 residents. The crew distributed fire prevention information, pet tags, and medical alert forms. The crew also received 2 requests for smoke detector installs
- Speaking of public relations, I love to hear the positive feedback from our residents for a job well done. The following is letter sent to the department recognizing C Shift. "Dear Chief Pace: I would like to personally thank the crew of Ladder11 for their expert professional conduct during a public service call at my home on the night of October 25, 2020. I called 911 because I was locked out of my house and needed access to my Diabetic Medication. Within minutes Ladder 11 arrived and the dedicated crew laddered the building to gain access through my upstairs porch without causing any property damage. It is reassuring to know that your department's professionalism on a public service call continues the fire tradition of the fire service. Citizens of this community should be extremely proud of your superb department. Please extend my profound thanks to the crew of Ladder 11 for their professionalism and a job well done."

## Penny Overstreet

---

**From:** Robert Pace  
**Sent:** Thursday, November 12, 2020 11:59 AM  
**To:** Rick McFadden  
**Cc:** Penny Overstreet  
**Subject:** Weekly Highlights

Mr. McFadden,

The following are the weekly highlights;

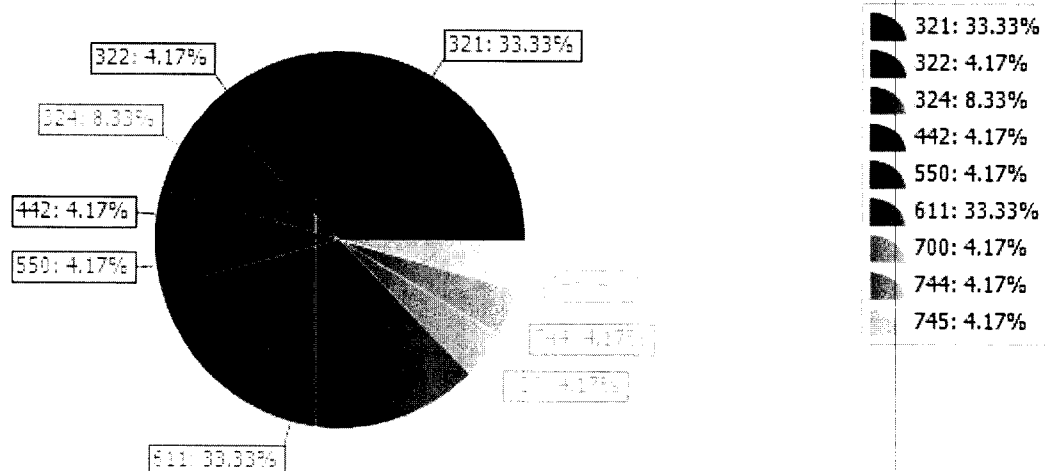
- As you are aware, we raised the blue flag recognizing Diabetes on November 2<sup>nd</sup>. Recognizing Diabetes prevention is actually a new development and the implementation of the Diabetes Alliance took place a few years ago. Traditionally, the fire department has committed the month of November to Prostate Cancer Awareness. The color blue is the color that has been dedicated to both illnesses. FBFD staff will be wearing blue shirts displaying both causes for the month
- I mentioned in a previous report that the 3 fire chiefs within the county were working on a schedule to meet regularly. Chiefs Forte, King, and I have agreed we will meet every other Friday. The latest meeting took place November 6<sup>th</sup>. There were a few issues discussed that included the new communication system, proper unit responses, and a Rules of Conduct Policy. The majority of the meeting was spent on reviewing the conduct policy. Considering that county medics are housed in both city departments, the chiefs are in agreement we should share the same policy. A conduct policy was drafted and final revisions will be conducted over the next few weeks
- Also on Friday November 6<sup>th</sup>, several Flagler Beach public safety members attended the UAS Drone Training. There were 3 FBFD staff members and 2 FBPD officers in attendance in order to obtain drone pilot licenses for the city. The class was 8 hours and will prepare the team for the FAA test. The before mentioned members are currently studding for their FAA exams
- Captain Cox attended a USAR GIS meeting hosted by Flagler County GIS. The in-service meeting went over the use of the ARC GIS Program for incident commanders. This program enables public safety units to track and document areas that have been searched. The application allows a live feed of GIS tracking for first responders when conducting operations. This is another very positive addition that will streamline communication between command and line staff
- Typically, the city will host a Veteran's Day Ceremony on November 11<sup>th</sup>. In past years, many people will gather in Veterans Park for songs, prayer, and a keynote speaker. Obviously due to the pandemic, this could not take place this year. Chief Doughney once again came up with an inventive solution. His plan was to have 2 fire units and 2 police patrol cars stage at S. 28<sup>th</sup> and S. Central Ave. at 11:11 AM. The units traveled from S. 28<sup>th</sup> on Central to the north city line. The units displayed lights/ sirens and waved to residents as they went through the city. This took place yesterday and I have received nothing but positive feedback from all who participated
- The department is required to renew our COPCN (Certificate of Public Convenience and Necessity) every 2 years. The COPCN allows department to conduct EMS practices/treatment for our local residents. This is done under the guidance of the county's medical director (Dr. McCabe). The application submitted on the 2<sup>nd</sup> year must be approved by the Medical Advisory Review Board and the county commission. On Monday, November 9<sup>th</sup>, the application was approved by the review board and will go in front of the county commission this month

I look forward to talking to you soon.

Thanks,

Bobby

## Incident Reports By Incident Type, Summary



Incident Type	Total Incidents	Percent
321 - EMS call, excluding vehicle accident with injury	8	33.33%
322 - Motor vehicle accident with injuries	1	4.17%
324 - Motor vehicle accident with no injuries.	2	8.33%
442 - Overheated motor	1	4.17%
550 - Public service assistance, other	1	4.17%
611 - Dispatched & canceled en route	8	33.33%
700 - False alarm or false call, other	1	4.17%
744 - Detector activation, no fire - unintentional	1	4.17%
745 - Alarm system activation, no fire - unintentional	1	4.17%

**Total Number of Incidents: 24**

**Total Number of Incident Types: 9**

## Report Filter Settings

**Report File Name:** Incident Reports by Incident Type, Summary

**Filter Name:** Date Range

**Filter Expression:** [AlarmDateTime] is between '11/5/2020 00:00' and '11/11/2020 00:00'



## Penny Overstreet

---

**From:** Robert Pace  
**Sent:** Thursday, November 19, 2020 11:09 AM  
**To:** Rick McFadden  
**Cc:** Penny Overstreet  
**Subject:** Weekly Highlights

Mr. McFadden,

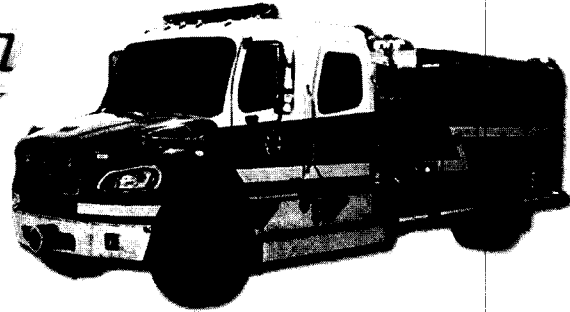
The following are the weekly highlights;

- The floors in the station house are always scheduled to be stripped and waxed in the month of November. Typically, this is done in preparation of the Children's Christmas Party held at the station in the early part of December. This event as many others will not take place due to the pandemic. The floors however were definitely in need of a cleaning and the house looks great. In addition to the annual cleaning, the department is now scheduling the floors to be buffed quarterly
- I attended a CAD (Computer Aided Dispatch) meeting on the November 13<sup>th</sup>. The executive chiefs throughout the county have been receiving multiple text messages for a variety calls for a couple years. The request to dispatch was to only send notifications for calls of significance to the chiefs and all other calls to junior officers. Calls added as significant included a firefighter mayday and tornado warnings. Other issues addressed included, identifying minimal rescue availability, e-mails used to distribute messages to staff, and the Mock Alert System
- On Saturday November 14<sup>th</sup>, Santa Maria Del Mar Catholic Church and Knights of Columbus Assembly 2810 hosted a Veterans Day Celebration at the parish. Beginning at 1100 outside the church, there was a bell-ringing ceremony, salute, and a blessing of the Memorial Wall. This was followed by a mass honoring all those who served and are serving in the armed forces, law enforcement, and fire rescue. In addition to veterans who served in WWII, Korea, and Vietnam, Sheriff Staly, Chief Doughney, and I were also recognized at the event
- I have reported a few times on public safety members conducting training operations on the new city drone. The training follows FFA guidelines and prepares staff members for the 107 Pilot Test. This certification is required to operate the drone within the county/state. Captain Cox, Lieutenant Rainey, and FF Poeira have been studding in preparation of the exam. Captain Cox and FF Peoria were successful in passing the 107 Pilot Test. Lieutenant Rainey is planning on taking the exam next week
- As I have mentioned, fire crews have been busy with the smoke detector installation program, especially as we move towards the winter season. This week another request came for an elderly couple living on Lambert Avenue. 2 detectors were installed and a fire safety inspection was conducted of the home
- As you are aware, all FBFD staff members are either certified EMTs or Paramedics. These certifications are required to be renewed every 2 years. A stipulation of renewal is that 32 hrs. of CEUs (Continual Education Units) are completed. All of FBFD staff have completed their CEUs and currently making submittals to the state for recertification

Considering the short week, I will couple the events of the next 2 weeks into 1 report on December 3<sup>rd</sup>. I look forward to talking to you soon.

Thanks,

Bobby



# Flagler Beach Fire Department

Weekly Run Report from 11/12/20 – 11/19/20

## **CALLS BY INCIDENT TYPE**

### EMS

8

### FIRE

4

### Hazardous Condition (No Fire)

0

### Service Call

3

### Motor Vehicle Accident

6

### HazMat

0

### Water Rescue

0

### Total

21

## Penny Overstreet

---

**From:** Robert Pace  
**Sent:** Thursday, December 3, 2020 10:43 AM  
**To:** Rick McFadden  
**Cc:** Penny Overstreet  
**Subject:** Weekly Highlights

Mr. McFadden,

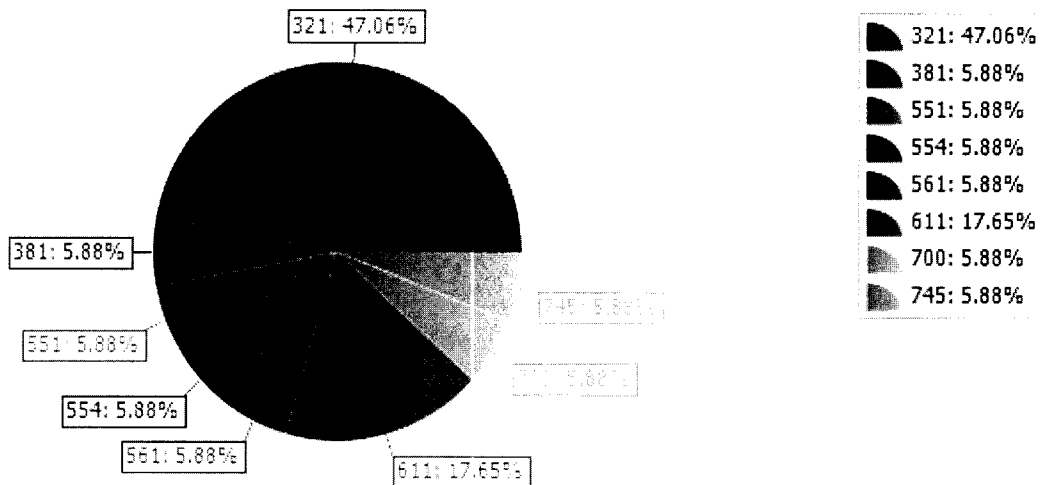
The following are highlights that took place between November 19<sup>th</sup>- December 3<sup>rd</sup>;

- As mentioned in previous report, the 3 Fire Chiefs within the county have agreed to meet every other Friday. The last meeting was held on November 20<sup>th</sup>. There were 3 major points discussed in the meeting that included sharing facilities to conduct fit testing and LifeScan assessments. The other issue was a review of executive chiefs properly communicating with senior officers. I find the meetings very beneficial, especially when we can compare common problems
- A couple of weeks ago we discussed some of the hazards moving into the holiday season. You thought it was wise that some safety tips be identified and posted for local residents to view. Lieutenant Forte handles a lot of the safety information delivered to the public and he created 5 flyers recognizing several safety issues. Fire prevention was noted that included Christmas tree safety, cooking precautions, and electrical hazards. A flyer was put out that addressed properly utilizing ladders/step ladders while hanging decorations. Finally, there was information on alcohol consumption and traffic fatalities. The safety tips have been posted on the city's/ Fire Department's websites and on the Police Department's Facebook page
- I have reported on 5 public safety employees that have been assigned to the city's drone program. There are 2 police officers and 3 FBFD members. Captain Cox and FF/EMT Poeira have obtained their 107 Pilot License. On November 20<sup>th</sup>, Lieutenant Rainey successfully passed her pilot's exam. The 5 representatives for the city will undergo night operation training later this month. This is the final phase of the initial training
- For the last several years the department schedules much of its annual testing/ maintenance as we enter the fall months. This is done for a couple of reasons. Obviously, it is cooler this time of year and the city has entered a new budget. Some of the annual testing/maintenance includes hose testing, pump testing, ladder testing, fit testing, LifeScan, and hydrant maintenance to name a few. The department also conducts annual maintenance for its extrication tools and the T-N-T tools were serviced and passed testing this week. The Amkus tools are scheduled for next month
- I attended a Public Safety Communication Network Meeting. This was once again a Zoom Meeting. Motorola is working on the final punch list for the radio system, including VHF capabilities for fire rescue. Technicians installing the Mock Alert System will return to the county next week. Communication base units will be installed in multiple locations throughout the county. The first installation is taking place at the Palm Coast Community Center. The final point discussed was a review by GIS on all current projects
- Entering the COVID 19 era, there was a multitude of supplies delivered to the county from both the state and federal government. This included PPE, bottled water, and MREs. Although we are still in the midst of the pandemic, there is a surplus of these supplies in the county. I was contacted by the Chief of Emergency Management (Johnathan Lord) and he inquired if the city would be interested in any of the extra inventory. On November 25<sup>th</sup>, 2 pallets of water, 1 pallet of MREs, and 1 pallet of masks were delivered to the city. The supplies are being stored at the Fire Department, the Ocean Rescue Building, and Flagler Strong's connex box on Avenue A

I look forward to talking to you soon.



## Incident Reports By Incident Type, Summary



Incident Type	Total Incidents	Percent
321 - EMS call, excluding vehicle accident with injury	8	47.06%
381 - Rescue or EMS standby	1	5.88%
551 - Assist police or other governmental agency	1	5.88%
554 - Assist invalid	1	5.88%
561 - Unauthorized burning	1	5.88%
611 - Dispatched & canceled en route	3	17.65%
700 - False alarm or false call, other	1	5.88%
745 - Alarm system activation, no fire - unintentional	1	5.88%

**Total Number of Incidents: 17**

**Total Number of Incident Types: 8**

## Report Filter Settings

**Report File Name:** Incident Reports by Incident Type, Summary

**Filter Name:** Date Range

**Filter Expression:** [AlarmDateTime] is between '11/26/2020 00:00' and '12/2/2020 00:00'



**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		10/30/2020		To: Thursday		11/5/2020	
Calls For Service	75	Felony Arrest	1	Reports Written	12	Citations Issued	6
Self-Initiated	49	Misd. Arrest	3	Comm. Policing	10	Warnings (Written/Verbal)	67
Traffic Stops	58	City Ordinance	3	Security Checks	195		

## Chief's Weekly Summary

**Friday:** 10/30/20 @ 9:33 a.m. / Assist other Agency / 3400 Block of South Oceanshore Boulevard: Officers responded to the area of Palm Drive in reference to a ping alert from the Atlanta (Georgia) Police Department for a missing person's vehicle. The area was checked and the vehicle in question was found parked on SRA1A, across from the Water Tower. A search was conducted of the local motels, Advent Health and adjacent areas; to include Gamble Rogers State Park. A Flagler County Sheriff's Office K9 Handler and his partner responded and were deployed with no results. Fireflight responded to the scene to check the southern portion of our City and the northern part of Volusia County. The investigation is ongoing in coordination with the Atlanta Police Department. The vehicle was towed, searched and released to the missing person's wife on Saturday, October 31<sup>st</sup>. A Police report completed and a Missing Person Alert was posted on our Facebook page.

**Friday:** Chief Doughney attended the Volusia/Flagler Police Chief's Association meeting, which was held this month at the Port Orange Police Department from 10:00 a.m. to 11:30 a.m.

**Saturday:** 10/31/20 @ 3:25 a.m. / Burglary (Follow Up) / 56 Forest Road: Officers followed up on a Burglary to the Villages Community Pool that occurred on 10/26/20. The suspect was located and he agreed to come to the Police Department to be interviewed. The suspect subsequently confessed to his involvement in this case. The suspect was also found to have an active, arrest warrant in reference a previous Loitering & Prowling arrest. The suspect was placed under arrest without incident and he was charged with Burglary, Criminal Mischief and Violation of Pre-Trial Release. The suspect was transported to the Flagler County Inmate Facility. **Good Job!**

**Monday:** 11/2/20 @ 5:35 p.m. / Crash No Injury / 815 Moody Lane (Betty Steflik Park): Officers responded in reference to a single vehicle crash. The investigation revealed that subjects were doing donuts and driving recklessly in the park, when the Driver lost control and crashed into a ditch on the entrance road. The Driver was charged with Reckless Driving and a Police report was completed.

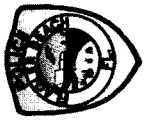
**Tuesday: 11/3/20 @ 9:37 p.m. / Disturbance Physical (Domestic) Arrest / 2100 Block of South Flagler Avenue:** Officers responded in reference to a physical disturbance. Officers made contact with the involved parties and the investigation resulted in the primary aggressor being arrested and taken to the Flagler County Inmate Facility without incident. A Police report was completed.

**Tuesday: 11/3/20 @ 11:12 p.m. / Disturbance Physical (Domestic) Arrest / 200 Block of 6th Street South:** Officers responded in reference to a physical disturbance. Officers made contact with the involved parties and the investigation resulted in the primary aggressor being arrested and taken to the Flagler County Inmate Facility without incident. A Police report was completed.

**Toys for Tickets:** The 6<sup>th</sup> annual holiday traffic safety initiative began on Sunday, November 1<sup>st</sup> and will continue through Thursday, December 10<sup>th</sup>. During the first five (50 days of this years' campaign, Officers issued fifty-four (54) written warnings.

**Training:** Our Administrative Assistant Dee Ramirez participated in a training webinar for NIBRS, which is the new crime reporting system that will replace UCR in 2021.





**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	11/6/2020		To: Thursday		11/12/2020
Calls For Service	82	Felony Arrest	1	Reports Written	18
Self-Initiated	35	Misd. Arrest	1	Comm. Policing	5
Traffic Stops	68	City Ordinance	1	Security Checks	209
					Citations Issued
					Warnings (Written/Verbal)
					102

## Chief's Weekly Summary

<p><b>Friday:</b> Chief Doughney attended the swearing in ceremony of newly appointed Daytona Beach Police Chief Jakari Young. The ceremony was held on the front steps of Daytona Beach's City Hall from 11:30 a.m. to 1:00 p.m. Congratulations Chief Young!</p> <p><b>Friday:</b> 11/6/20 @ 5:22 a.m. / Baker Act / 2500 Block of Leslie Street: Officers were dispatched in reference to a subject who believed he was being followed and that people were surrounding his home. The male requested to be taken to a safe place and he was subsequently placed in protective custody under the Baker Act. The subject was transported to Halifax Hospital without incident. A Police report was completed.</p> <p><b>Friday:</b> 11/6/20 @ 11:28 a.m. / Physical Disturbance / 215 South Oceanshore Boulevard: Officers were dispatched in reference to a physical disturbance between a surfer and a fisherman. Both parties had conflicting stories; however, neither wished to pursue charges. The involved subjects were separated and they dispersed while Officers were on-scene. A Police report was completed.</p> <p><b>Friday:</b> 11/6/20 @ 12:36 p.m. / Crash – No Injuries / 2805 South Oceanshore Boulevard (Hi-Tides @ Snack Jacks): Officers were dispatched in reference to a minor crash involving a Coca-Cola semi-truck and a rental box truck. The semi-truck was making a delivery at the business, but the left side tires of the truck were over the fog line impeding traffic. This caused the rental truck to make contact with the semi's driver-side mirror. A State Crash report was completed.</p> <p><b>Friday:</b> 11/6/20 @ 8:54 p.m. / Disturbance Physical (DV) Arrest / 2700 Block of South Central Avenue: Officers responded in reference to an in-progress physical disturbance between a husband and wife. Officers contacted the wife (Victim), who advised her husband had been drinking and became physically violent with her. The investigation resulted in the husband being arrested on Domestic Violence charges and he was taken to the Flagler County Inmate Facility without incident. A Police report was completed.</p>	
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--

**Friday:** 11/6/20 @ 11:00 p.m. / Disturbance Physical (DV) Arrest / 300 Block of 3rd Street North: Officers responded in reference to a reported case of physical domestic violence that had just occurred between a boyfriend and girlfriend. Officers contacted the involved parties and the investigation resulted in the male subject being arrested on Domestic Violence charges and he was taken to the Flagler County Inmate Facility. A Police report was completed.

**Saturday:** 11/7/20 @ 10:52 a.m. / Baker Act / 204 South Flagler Avenue: Officers were requested to assist a Flagler County Sheriff's Office Detective with an interview at the Flagler Beach Police Department. During the interview the subject made statements about wanting to end his life. The subject was placed in protective custody under the Baker Act and he was transported to Halifax Hospital without incident. A Police report was completed.

**Saturday:** 11/7/20 @ 7:23 p.m. / Larceny-Shoplifting / 414 Beach Village Drive (Publix Liquor): Officers responded in reference to a case of shoplifting that had occurred approximately one (1) hour prior. Contact was made with management, who advised a male subject entered the liquor store and stole several items. The area was checked with negative results and video footage was obtained of the suspect. A Police report was completed and photographs of the suspect have been posted on social media in an attempt to get him positively identified.

**Sunday:** 11/8/20 @ 11:49 a.m. / Assault / 215 South Oceanshore Boulevard: The reporting party/victim called and advised that a male threatened him due to the "Trump" flag on his vehicle. The victim described the suspect and provided his vehicle tag. The investigation yielded charges being completed for Assault and the affidavit was forwarded to the State Attorney's Office for review. A Police report was completed.

**Sunday:** 11/8/20 @ 9:52 p.m. / Crash-Severe / 1400 Block North Daytona Avenue: Officers responded in reference to a single-vehicle crash roll-over. Once on-scene medical personnel advised that the sole occupant was injured and needed transport to Halifax Hospital as a trauma patient. A Florida Highway Patrol Trooper responded and the crash scene was turned over to the Trooper for investigation.

**Monday:** 11/9/20 @ 11:40 p.m. / Criminal Mischief / 800 South Daytona Avenue (Wickline Park): While on patrol, a Patrol Officer discovered the bathrooms at the park were found to have damage to the sink and water line. On-call City Public Works Staff responded and shut off the water to the bathroom. The estimated damage was \$500. A Police report was completed; no suspects at this time.

**Tuesday:** 11/10/20 @ 2:11 p.m. / Larceny / 1700 Block of South Flagler Avenue: Political signs were taken from the front yard of a residence. Video footage of the theft was retrieved from the homeowner. The identity of the suspect is unknown at this time, but still photographs of the suspect will be posted on our social media pages in an effort to get the suspect identified. A Police report was completed.

**Wednesday:** Our City celebrated Veterans Day with an "Honor Ride" on Central Avenue from 28<sup>th</sup> Street South to North 22<sup>nd</sup> Street. Our Elected Officials, Acting City Manager and 1<sup>st</sup> Responders participated in the ride, that started at 11:11 a.m. and ended just before noon.

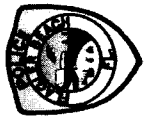
**Thursday:** Captain Blanchette attended a one (1) day Glock Armorer training class that was held at the Daytona Beach Police Department.

**Thursday:** Tropical Storm Eta skirted our City from the west early in the morning and brought with it some moderate rain and gusting winds under 25 mph. The storm travelled northeast, away from our City and there were no problems with A1A. There was very minor flooding on South Flagler Avenue near 25<sup>th</sup> Street.

**Thursday:** Chief Doughney participated in a Zoom meeting with Tobacco Free Flagler from 12:00 p.m. to 1:00 p.m. The meeting was a follow up to last year's Youth Vaping Summit that was held in St. Augustine, Florida.

**Toys for Tickets:** The 6<sup>th</sup> annual holiday traffic safety initiative began on Sunday, November 1<sup>st</sup> and will continue through Thursday, December 10<sup>th</sup>. Officers have issued one-hundred and forty-nine (149) written warnings since November 1<sup>st</sup> and Spectrum News 13 spotlighted the holiday program this week on their channel.





**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		11/13/2020		To: Thursday		11/19/2020	
Calls For Service	61	Felony Arrest	0	Reports Written	16	Citations Issued	11
Self-Initiated	38	Misd. Arrest	4	Comm. Policing	14	Warnings (Written/Verbal)	83
Traffic Stops	63	City Ordinance	1	Security Checks	203		

## Chief's Weekly Summary

<p><b>Friday:</b> Chief Doughney participated in a Healthy Start Board of Directors - Nomination and Governance Committee Zoom meeting from 3:00 p.m. to 4:00 p.m.</p> <p><b>Saturday:</b> Santa Maria Del Mar's Parrish and the Knights of Columbus Assembly 2810 recognized Sheriff Staly, Chef Pace and Chief Doughney with Tony Gasparino "Lest We Forget Awards" as Veterans and 1<sup>st</sup> Responders.</p> <p><b>Saturday:</b> 11/14/20 @ 10:51 a.m. / Domestic Disturbance - Arrest / 200 Block of Cedar Lane: Officers were dispatched in reference to an argument between a husband and wife over punishment of one (1) of their children. The investigation revealed that during the argument the husband struck the wife several times. The husband was taken into custody on Domestic Battery Charges and he was transported to the Flagler County Inmate Facility without incident. A Police report was completed.</p> <p><b>Saturday:</b> 11/14/20 @ 2:10 p.m. / Marchman Act / 101 North Oceanshore Boulevard (Finn's): A Patrol Officer was flagged down in reference to a male subject who was at the bar, highly intoxicated, and barely able to stand up. The male was transported to Advent Health Palm Coast for medical clearance, and upon his release he was transported to Stewart Marchman in Daytona Beach and turned over to their Staff. A Police report was completed.</p> <p><b>Saturday:</b> 11/14/20 @ 5:13 p.m. / Driving Under the Influence - Arrest / 2200 Block Moody Boulevard: A traffic stop was conducted on a white Nissan Rogue for failure to maintain a single lane. The Driver was found to be impaired and he was taken into custody without incident and transported to the Flagler County Inmate Facility. A Police report was completed.</p>
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

**Sunday:** 11/15/20 @ 4:43 p.m. / Driving Under the Influence - Arrest / 2200 Block Moody Boulevard: A traffic stop conducted on a white Corvette for an improper turn. The Driver was found to be impaired, operating the vehicle without a valid Driver's License, and was taken into custody without incident. The Driver was transported to the Flagler County Inmate Facility. A Police report was completed.

**Monday:** Chief Doughney patrolled the barrier island portion of the City of a Police bicycle from 2:00 p.m. to 3:30 p.m.

**Monday:** 11/12/20 @ 7:56 a.m. / Fraud/ 204 South Flagler Avenue: The victim came to the Police Department to advise that a check he wrote had been washed, and a fraudulent check was rewritten in its place. The victim will drop off additional paperwork and his sworn written statement over the weekend. A Police report was completed.

**Monday:** 11/16/20 @ 9:14 a.m. / Crash - No Injuries/ 1300 North Oceanshore Boulevard: Officers were dispatched to a crash on North Central Avenue, in reference to a dump truck backing up into an electrical pole, causing the pole to lean and the transformer to partially come off of its bracket. Florida Power and Light was called to repair the pole, and the truck needed to be pulled out by a class A wrecker. A State crash report was completed.

**Monday:** 11/16/20 @ 11:58 p.m. / Violation of Injunction / 608 South Oceanshore Boulevard: Officers were dispatched to in reference to a delayed violation of a court issued no contact order. The victim advised that her ex-boyfriend has frequented her place of work and caused issues. The victim completed a sworn written statement, as did the business' owner, who witnessed the incident. Charges were filed with the State Attorney's Office and a Police report was completed.

**Tuesday:** Chief Doughney participated in a Zoom meeting with regards to the re-write of FDLE's training curriculum on Domestic Violence. The meeting started at 12:00 p.m. and concluded at 1:00 p.m. The next meeting is scheduled for January 11, 2021. Captain Blanchette participated in a Zoom meeting with the Family Life Center's Board of Directors from 12:00 p.m. to 1:00 p.m. Our Records Clerk and Administrative Assistant participated in a webinar training from 1:00 p.m. to 3:00 p.m. The training class, "Transitioning to NIBRS", was hosted by PRI Management. Officer Scherr took his FAA Drone Certification test in Ormond Beach and passed. The Police Department now has two (2) FAA certified Drone Pilots. **Good Job!**

**Tuesday:** 11/17/20 @ 6:57 p.m. / Larceny-Shopping / 414 Beach Village Drive (Publix Liquor): Officers responded in reference to a shoplifting that had occurred, with a (15) fifteen-minute time delay in reporting. Contact was made with management, who advised that a male subject had entered the liquor store, stole two (2) bottles of liquor, and fled the scene. The area was checked with negative results. Video of the theft has been obtained, and the suspects pictures have been posted on social media in and attempt to get him identified. A Police report was completed.

**Wednesday:** Chief Doughney, Chief Pace and Captain Blanchette participated in a Public Safety Communication Network & Communication Police Group meeting via Zoom from 1:00 p.m. to 2:00 p.m.

**Thursday: 11/19/20 @ 12:37 p.m. /** Crash with Injuries & DUI Arrest @ John Anderson Highway: Officers responded to a three (3) vehicle crash. Two (2) of the involved vehicles had significant damage and had to be towed from the scene. One (1) Driver was transported to Advent Health Palm Coast with minor injuries. A criminal investigation for Driving Under the Influence was conducted after the crash investigation was concluded, which resulted in the arrest of another involved Driver. The impaired subject was taken into custody and transported to the Flagler County Inmate Facility without incident. A State crash report and a Police report were completed.

**Toys for Tickets:** Since the program kicked off on November 1, 2020, Officers have issued two-hundred and sixteen (216) written warnings, along with toy vouchers.





**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		11/20/2020		To: Thursday		11/26/2020	
Calls For Service	62	Felony Arrest	2	Reports Written	23	Citations Issued	20
Self-Initiated	47	Misd. Arrest	0	Comm. Policing	5	Warnings (Written/Verbal)	80
Traffic Stops	67	City Ordinance	6	Security Checks	188		

## Chief's Weekly Summary

<b>Friday:</b> Chief Doughney patrolled the City on a Police bicycle from 10:00 a.m. to 2:30 p.m. During the patrol, one (1) written warning was issued along with a "toy voucher" for a parking violation.
<b>Friday:</b> 11/20/20 @ 12:56 p.m. / Verbal Disturbance / 200 Block of North Flagler Avenue: Officers were dispatched in reference to a possible domestic dispute. Upon Police arrival, the male subject was hostile and argumentative with Officers. The female subject was also uncooperative, however, it was determined the dispute was only verbal in nature. A Police report was completed.
<b>Friday:</b> 11/20/20 @ 2:26 p.m. / Suspicious incident / 204 South Flagler Avenue: Officers were dispatched to the Police Department to make contact with a female subject, who advised her vehicle had been missing since 11/12/20. The female could not advise where the vehicle was parked on 11/12/20 and could not provide much information as she could not remember. The City was canvassed with negative results and the vehicle was ultimately located in the Winn Dixie Plaza near I-95. A Police report was completed.
<b>Sunday:</b> 11/22/20 @ 2:31 p.m. / Suspicious Person/ 3600 Block of South Oceanshore Boulevard: Officers were dispatched in reference to an elderly male attempting to gain access into the apartment complex. The male subject advised he was looking for his parents and the reporting party brought the male inside their residence and called Law Enforcement. The male subject was known to our Officers and he was taken to his residence without incident and turned over to his wife. A Police report was completed.
<b>Sunday:</b> 11/22/20 @ 3:44 p.m. / Verbal Disturbance / 100 Block of 7th Street South: Officers were dispatched to a 911 hang-up, and upon arrival were alerted to a verbal disturbance between a husband and wife. Stories from both parties were consistent and it appeared that no crime had occurred. The male half agreed to leave for the night, and he was picked up by a family member. A Police report was completed.

**Monday:** Chief Doughney patrolled the City on a Police bicycle from 11:00 a.m. to 1:30 p.m.

**Monday:** 11/23/20 @ 9:01 p.m. / Driving Under the Influence - Arrest / 300 Block of North 2nd Street: A traffic stop was conducted on a blue Honda Civic for driving without headlights. The Driver was found to be operating the vehicle without a valid license and appeared to be under the influence. The ensuing investigation resulted in the Drivers arrest for Driving Under the Influence, Felony Driving on a Suspended License and Failure to Submit to a Breath Test. The Driver was transported to the Flagler County Inmate Facility without incident. A Police report was completed.

**Tuesday:** Chief Doughney, Captain Blanchette, Dee and Susie participated in a Zoom call with Power DMS from 9:00 a.m. to 10:00 a.m.

**Tuesday:** 11/24/20 @ 7:04 p.m. / Criminal Mischief (Follow-up) / 408 South Oceanshore Boulevard (7-11): Officers met with two (2) possible suspects from the original incident that occurred on 11/23/20 to conduct formal interviews. During the interviews, one (1) of the suspects confessed to slashing the victim's vehicle tire. A Police report was completed and a charging affidavit was completed and forwarded to the State Attorney's Office for review. **Good Job!**

**Wednesday:** 11/25/20 @ 1:23 a.m. / Driving Under the Influence & Possession of Cocaine - Arrest / 2200 Block of Moody Boulevard: A traffic stop was conducted on a white Chevrolet Traverse for failure to maintain a single lane and driving without headlights. The Driver was found to be operating the vehicle while impaired and he was taken into custody without incident and transported to the Flagler County Inmate Facility. The Driver also had a small baggie of cocaine in one (1) of his shoes that was discovered while he was being processed into the Inmate Facility. The Driver was additionally charged with possession of cocaine and introducing contraband into an Inmate Facility. A Police report was completed. **Good Job!**

**Wednesday:** 11/25/20 @ 8:31 a.m. / Baker Act / 2100 Block of South Oceanshore Boulevard: A Patrol Officer was flagged down in reference to a male sleeping on the beach in his underwear. Once the male was located, he stated that he'd tried to drown himself, but failed. The subject additionally stated that he was depressed about his current status in life. The male was taken into protective custody under the Baker Act and he was transported without incident to Halifax Hospital for treatment. A Police report was completed.

**Toys for Tickets:** Since the program kicked off on November 1, 2020, Officers have issued two-hundred and seventy-eight (278) written warnings, along with toy vouchers.

# Beach/Parks/Recreation

## Weekly Highlights Nov 04 – Nov 11, 2020

- Rip current risk continues to be high as heavy surf conditions remain present. Lifeguard coverage will continue on a daily basis until surf conditions subside. A small crew of lifeguards will remain on duty during weekends until the cooler winter weather arrives.
- Current lifeguards who are interested in moving up to supervisory positions next summer are shadowing lifeguard supervisors as part of our retention program. Training includes ATV and Jet training, advanced radio communications, and management skills.
- On November 10<sup>th</sup>, I made a presentation about our Junior Lifeguard program to the Florida Swimming Pool Association East Central Florida Chapter. The organization donated \$2,000 to our Junior Lifeguard program and are requesting an additional \$1,000 grant also be donated from their main chapter. The money will be used for "Project S.A.V.E." (Safe Aquatic Video Education). The project will involve creating beach safety videos to be used at school safety presentations and for social media public service education.
- The next Brazilian Pepper removal session is scheduled for November 14<sup>th</sup>. Targeted areas will be in the dunes along A1A. We will be working with Flagler County and Local volunteers. The final cut of the season is scheduled for November 21.
- Lifeguards are preparing for the upcoming tropical storm expected to hit our area on Thursday, November 12. Lifeguards will be on duty during the storm to respond to any emergencies.



# Beach/Parks/Recreation

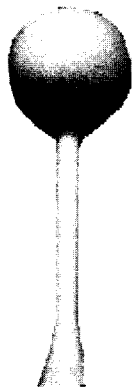
## Weekly Highlights Nov 11 – Nov 18, 2020

- Due to continued warm weather and heavy surf conditions, a small crew of lifeguards will continue to remain on duty during weekends until the cooler winter weather arrives.
- Operated and flushed out the motors on both Ocean Rescue jet skis. All lifeguard towers have been stored at an inside location at the sanitation plant.
- On November 14, we cleared four areas of Brazilian Peppers from the dunes at locations on the south end of the City. After inspecting the dunes, it appears that there are no more Brazilian Peppers growing on the dunes from Moody Boulevard to the south end of the City limit. We are currently doing an inspection of the north side of the City to identify the areas that need clearing. The final cut of the season is scheduled for November 21.
- We are continuing to remove, maintain and repair all pieces of lifeguard equipment that will be stored for the winter.
- Spoke to John Subers at Advent Health about requesting donations of first aid supplies for the 2021 season. No donations were requested last year due to their focus on the COVID 19 pandemic.
- Completed and submitted our grant application from the Florida Swimming Pool Association East Central Florida Chapter. The \$1,000.00 grant will be used for our Junior Lifeguard program.

# Beach/Parks/Recreation

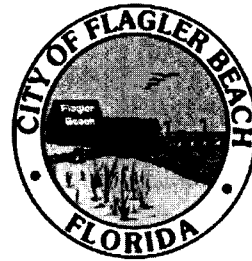
## Weekly Highlights Nov 18 – Dec 02, 2020

- Thanksgiving was a busy beach weekend due to the warm weather. A small crew of lifeguards will continue to remain on duty during weekends until the cooler winter weather arrives.
- One of the ocean rescue ATV's is out of service. The metal frame has completely rusted through. It will need to be replaced for next season.
- We completed the final cut of Brazilian Peppers for the season. The entire dune area along A1A from the north end of the City to the south end has been cut. We will resume cutting as soon as the trees are no longer blooming.
- We are continuing to remove, maintain and repair all pieces of lifeguard equipment that will be stored for the winter.
- We continued with supervisor training for senior lifeguards in preparation for the summer season.
- We updated first aid and CPR training for 2021 returning lifeguards.
- Senior lifeguards continued training for jet ski rescues in rough ocean conditions.



# **City of Flagler Beach**

## **Water Treatment Plant**



To: Fred Griffith, City Engineer

From: Jim Ramer, Water Plant Superintendent

Subject: Monthly Report for November 2020

December 2, 2020

In November we produced 17,952,000 gallons of drinking water. This amount was 197,000 gallons less than the amount we treated in October. Rainfall for November was 5.75 inches. We used 5,500 Gallons at the plant and used 0 Gallon on irrigation. We checked the chlorine residual in Bulow Shores. We used 6,000 gallons. The fire department used 15,000 gallons. Flushed the North End of town due to low chlorine residual. We used 492,000 gallons. We flushed S 26<sup>th</sup> St. due to low chlorine residual. We used 2,000 gallons.

We have routine duties that are performed every day on each of the shifts. Samples were taken every hour to make sure we keep the chemistry of the water within the parameters for DEP. We regularly perform over 200 tests on the City water and raw water daily between the three shifts. We do routine plant maintenance. We mow the plant grounds. We take well samples and drawdowns for St. Johns River Water Management, also keeping daily records for the monthly reports that are required to be turned into the Department of Environmental Protection Agency every month. We also do quarterly reports for DEP on disinfection byproducts. We have the midnight shift flush the trains with high pH permeate water. We do yearly TTHM and HAA5 tests.

DEP requires us to take 5 bacteriological samples from the distribution system monthly, according to our population. All samples passed on November 17<sup>th</sup>.

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 replaced our old chlorine feed system. The old one was in bad shape and we replaced it with a much safer, cheaper, and operator-friendly system. We repaired chlorine pump #1 and put a new whip on pump #2. Ehab is working on our new chlorine meter to show how much we are feeding in mL. We cleaned the chlorine analyzer.

We repaired some sprinklers to our sprinkler system.

We did some more trimming on the plant fence-line of the brush.

Nick Sebes passed his state class "C" drinking water license test. All he needs now is time to get the license. Griff Trenbeath passed his state class "C" drinking water license test. All he needs now is time to get the license.

We are preparing for Tropical Storm ETA.

We also collected our quarterly well samples for St Johns Water Management District.

We changed all the train's prefilters.

We sprayed all 4 well sites to control weed growth.

With the help from the T & D Department, they brought out dirt to fill in holes and low spots on plant grounds.

We cleaned the ballers around the plant.

We painted the sidewalk around the plant.

We pressure washed sidewalks and vaults around the plant grounds.



Month / Year: November 2020

[illegible]