

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. Proclamation Domestic Violence Awareness Month
 - b. Proclamation World Polio Day
 - c. Proclamation Mobility Week
4. Deletions and changes to the agenda.
5. Public comments regarding items not on the agenda. Citizens are encouraged to speak. However, comments should be limited to three minutes. *A thirty-minute allocation of time for public comment on items not on the agenda. Each speaker has up to three-minutes to address the Chair, and one opportunity to speak, no time can be allotted to another speaker.*

CONSENT AGENDA

6. Approve the regular meeting minutes of September 08, 2022, the Special Meeting minutes of September 08 2022, September 22, 2022, and October 4, 2022 and the Emergency Meeting minutes of September 27, 2022.
7. Approve Automatic/Mutual Aid Interlocal Agreement for Fire Protection and Rescue Services between the City of Flagler Beach, the City of Palm Coast, and Flagler County.
8. Approved a Sovereignty Submerged Lands Lease between the State of Florida and the City of Flagler Beach for the pier structure.
9. Approve the First Amendment to the Interlocal Agreement between the Town of Beverly Beach and the City of Flagler Beach for Solid Waste Services.

GENERAL BUSINESS

10. Resolution 2022-18, A resolution by the City Commission of the City of Flagler Beach, for Water, Sewer, Sanitation and Stormwater fee increases to provide revenues that will be sufficient to operate financially self-supporting utilities; repealing Resolution 2021-29; providing for conflict and an effective date.

PUBLIC HEARINGS

11. Ordinance 2022-10, an ordinance of the City of Flagler Beach, Florida, amending Chapter 6, Article V of the Code of Ordinances to prohibit smoking in City owned parks and beaches;

providing for codification; providing for severability; providing an effective date – second reading.

12. Ordinance 2022-11, an ordinance of the City of Flagler Beach, Florida, approving the first amendment to the Collective Bargaining Agreement between the City of Flagler Beach, Florida and the International Union of Police Associations, for the period October 1, 2022 through September 30, 2023; providing for conflicts; providing for severability and providing for an effective date – first reading.
13. Ordinance 2022-12 an ordinance of the City of Flagler Beach, Florida, amending Chapter 2, Administration, Article V, Employee Benefits, Division 1, Section 2-102, Police Officers' Retirement System, of the Code of Ordinances of the City of Flagler Beach; amending Section 1, Definitions, providing for average final compensation to be based on 1/12 of three highest years of average salary; amending Section 6, Benefit Amounts and Eligibility, providing for normal retirement date with twenty(20) years of credited service regardless of age and providing for an increased multiplier; amending Section 15, Maximum Pension, to provide for a maximum annual pension; providing for codification; providing for severability of provision; repealing all ordinances in conflict herewith and providing an effective date – first reading.
14. Staff Reports.
 - City Attorney:
 - City Manager:
 - Update regarding staff and contractual actions related to post storm clean-up and repairs.

COMMISSION COMMENTS

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

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

PROCLAMATION

WHEREAS, home should be a place of warmth, unconditional love, tranquility, and security, and for most of us, home and family can indeed be counted among our greatest blessings. Tragically, for many Americans, their home is tarnished by violence and fear; and

WHEREAS, family violence is a crime that transcends race, religion, ethnicity and economic stature and one of its greatest tragedies is its effect on our children; and

WHEREAS, an estimated 4.8 million cases of domestic violence occur each year and, at its most tragic level, kills an average of more than three women every day nationally; and

WHEREAS, the Family Life Center, the only certified domestic violence emergency shelter and rape crisis center in Flagler County, provided over 5,000 hours of services to victims in the past year; and

WHEREAS, each October, the formal recognition of Domestic Violence Awareness Month allows the community to acknowledge and show their support for the victims of this horrific crime; and

WHEREAS, the Flagler County Advocates Alliance (comprised of the Flagler County Sheriff's Office Victim Advocate, the Flagler Beach Police Department Victim Advocates, the State Attorney's Victim Advocate for the Seventh Judicial Circuit Flagler and the Family Life Center) and the Flagler County Domestic Violence Task Force membership are committed to confront this crisis and are working together to increase public understanding of this problem and mobilize community efforts to end domestic violence in Flagler County.

NOW, THEREFORE, BE IT PROCLAIMED, by the City of Flagler Beach Mayor and City Council, do hereby designate October as

"DOMESTIC VIOLENCE AWARENESS MONTH"

And urge all citizens of Flagler Beach to become a part of the community response to end domestic violence and to send the message that this crime will not be tolerated in our community. As we spread awareness of domestic violence in our community during the month of October, we recognize that it takes an entire community to stand together and make a difference. Together we can break the cycle and impact the lives of future generations.

3b.

**Proclamation
Rotary International
World Polio Day**

WHEREAS, Rotary is a global network of neighbors, friends, leaders, and problem-solvers who unite and take action to create lasting change in communities across the globe; and

WHEREAS, the Rotary motto, Service Above Self, inspires members to provide humanitarian service, follow high ethical standards, and promote goodwill and peace in the world; and

WHEREAS, Rotary in 1985 launched PolioPlus and in 1988 helped establish the Global Polio Eradication Initiative, which today includes the World Health Organization, U.S. Centers for Disease Control and Prevention, UNICEF, and the Bill & Melinda Gates Foundation, and Gavi, the Vaccine Alliance, to immunize the children of the world against polio; and

WHEREAS, polio cases have dropped by 99.9 percent since 1988 and the world stands on the threshold of eradicating the disease; and

WHEREAS, to date, Rotary has contributed more than US\$2.4 billion and countless volunteer hours to protecting nearly 3 billion children in 122 countries; and

WHEREAS, Rotary is working to raise an additional \$50 million per year, which will be leveraged for maximum impact by an additional \$100 million annually from the Bill & Melinda Gates Foundation; and

WHEREAS, these efforts are providing much-needed operational support, medical staff, laboratory equipment, and educational materials for health workers and parents; and

WHEREAS, in addition, Rotary has played a major role in decisions by donor governments to contribute more than \$10 billion to the effort; and

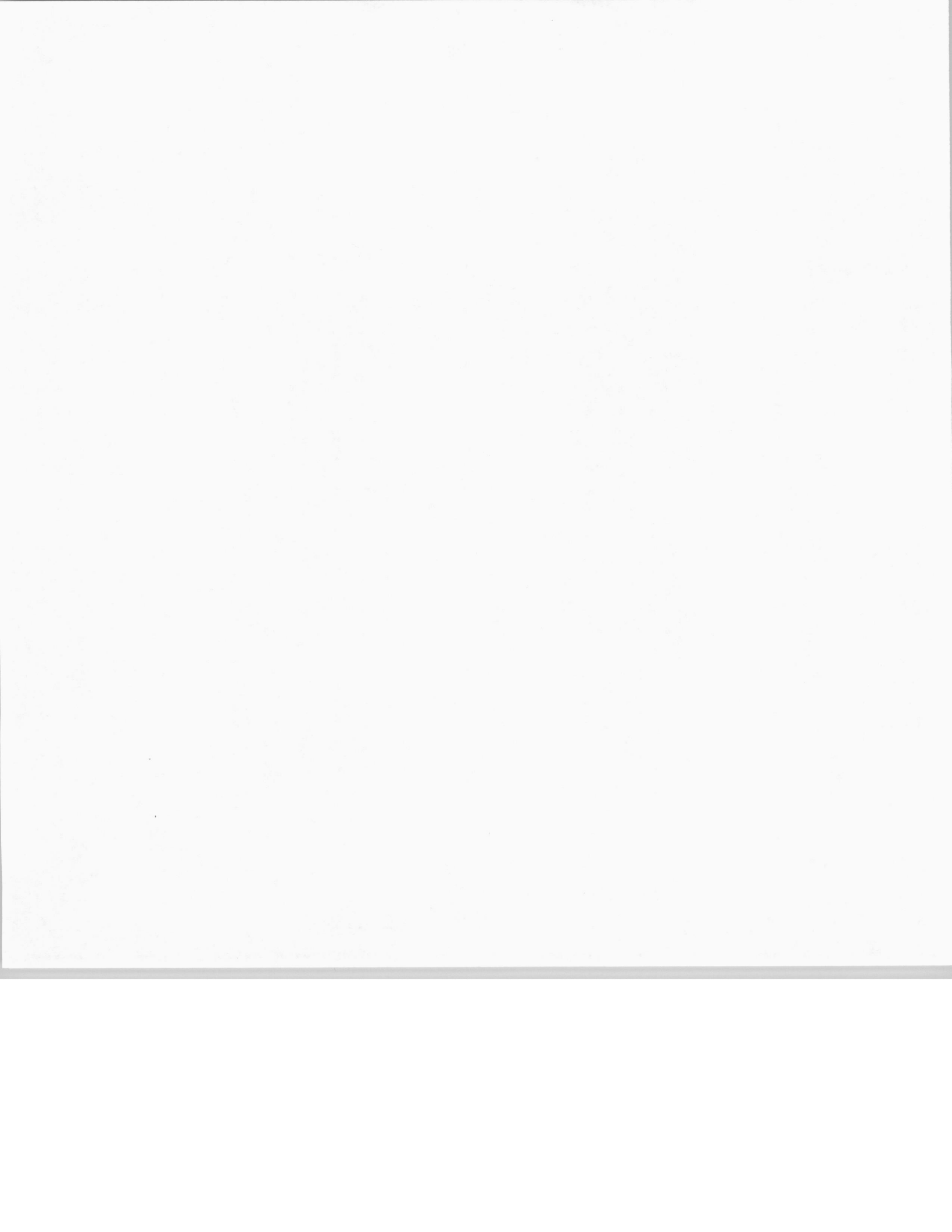
WHEREAS, there are over 1.4 million Rotary members in 46,000 clubs throughout the world that sponsor service projects to address such critical issues as poverty, disease, hunger, illiteracy, and the environment in their local communities and abroad;

Therefore, I, **Suzie Johnston, Mayor of Flagler Beach, Florida**, do hereby proclaim, October 24, 2022, as World Polio Day in Flagler Beach, and encourage all citizens to join Rotary International and me in the fight for a polio-free world.

IN WITNESS WHEREOF, I have hereunder set my hand this 13th day of October, 2022.

CITY OF FLAGLER BEACH, FLORIDA

Suzie Johnston, Mayor



PROCLAMATION
RECOGNIZING OCTOBER 21 THROUGH 28, 2022
AS
MOBILITY WEEK

WHEREAS, Mobility Week is a cooperative effort by the Florida Department of Transportation and its partner agencies to promote awareness of safe, multimodal transportation choices by hosting an annual collection of outreach events; and

WHEREAS, Mobility Week is an ideal time for counties, cities, and transportation agencies to highlight achievements, introduce new initiatives, and/or implement new policies promoting sustainable transportation; and

WHEREAS, Mobility Week is an opportunity for individuals to explore various transportation choices available and consider how multimodal transportation reduces traffic congestion, benefits the environment and improves community health; and

WHEREAS, Mobility Week is consistent with Flagler Beach’s key priorities of the 2022 Strategic Plan; and

WHEREAS, the City of Flagler Beach supports Mobility Week by participating in transportation events.

NOW, THEREFORE, I, Mayor Suzie Johnston, hereby do proclaim the week of October 21 - 28, 2022, as

“Mobility Week”

in the City of Flagler Beach and encourage all citizens to explore transportation options available to them and to participate in “Mobility Week” events.

IN WITNESS WHEREOF, I hereunto have set my hand and caused the Seal of the City of Flagler Beach to be affixed this 13th day of October, 2022

Suzie Johnston, Mayor

#6

SPECIAL MEETING OF THE FLAGLER BEACH CITY COMMISSION THURSDAY, SEPTEMBER 8, 2022 AT 5:01 P.M. AND TO BE CONTINUED UNTIL ITEMS ARE COMPLETE. CITY COMMISSION CHAMBERS, 105 S. SECOND STREET, FLAGLER BEACH, FLORIDA 32136

AGENDA

PRESENT: Mayor Suzie Johnston, Chair ken Brian, Vice-Chair Deborah Phillips, Commissioners Eric Cooley and Jane Mealy, City Attorney D. Andrew Smith, III, City Manager William R. Whitson, Interim Finance Director Rhonda Allen, and City Clerk Penny Overstreet.

ABSENT: Commissioner James Sherman.

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

PUBLIC HEARINGS

3. RESOLUTION 2022-12, A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA LEVYING THE AD VALOREM PROPERTY TAX MILLAGE RATE FOR THE MUNICIPAL PURPOSES ON ALL TAXABLE PROPERTY WITHIN THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023, STATING THE MILLAGE TO BE LEVIED IS 5.4500 IN FLAGLER COUNTY AND 5.4500 IS THE RATE TO BE LEVIED FOR VOLUSIA COUNTY; AND PROVIDING AN EFFECTIVE DATE – FIRST READING: Attorney Smith read the title of the resolution onto the record. Mr. Whitson reviewed a memo covering the basic objectives of the budget as presented, and if passed, what those funds would allow staff to accomplish. Discussion ensued regarding the high number of capital projects in the coming budget year. Commissioner Cooley suggested pushing a few projects out a year. Commissioner Mealy commented many of the projects have already begun, whether that be by submitting grant applications or phased projects that are time lined. Chair Bryan opened public comments. No comments were offered. Chair Bryan closed public comments. Motion by Commissioner Phillips to approve Resolution 2022-12. Commissioner Mealy seconded the motion. The motion carried three to one, with Commissioner Cooley voting no.
4. RESOLUTION 2022-13, A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, ADOPTING BUDGETS FOR THE GENERAL FUND, UTILITY FUND, SANITATION FUND, STORMWATER FUND, CRA FUND, PIER ENTERPRISE FUND, AND BUILDING CODE INSPECTION FUND FOR THE FISCAL YEAR 2022-23 FIXING APPROPRIATIONS THEREIN; PROPOSING EXPENDITURES THERE UNDER; AND DETERMINING THE AMOUNT OF MONEY TO BE RAISED BY TAXATION AND PROVIDING AN EFFECTIVE DATE HEREOF – FIRST READING: Attorney Smith read the title of the

resolution into the record. City Manager Whitson reviewed. Chair Bryan opened public comments. No comments were offered. Chair Bryan closed public comments. Motion by Commissioner Phillips to approve Resolution 2022-13. Commissioner Mealy seconded the motion. The motion carried unanimously, after a roll call vote.

- 5. ADJOURNMENT: Commissioner Mealy put forth a motion to adjourn the meeting at 5:24 p.m.

Attest:

Ken Bryan, Chair

Penny Overstreet, City Clerk

#6

REGULAR MEETING OF THE FLAGLER BEACH CITY COMMISSION THURSDAY, SEPTEMBER 08, 2022, AT 5:30 P.M. AND TO BE CONTINUED UNTIL ITEMS ARE COMPLETE. CITY COMMISSION CHAMBERS, 105 S. SECOND STREET, FLAGLER BEACH, FLORIDA 32136

MINUTES

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

ABSENT: Commissioner James Sherman.

1. CALL THE MEETING TO ORDER Chair Bryan called the meeting to order at 5:32 p.m.

2. PLEDGE OF ALLEGIANCE FOLLOWED BY A MOMENT OF SILENCE TO HONOR OUR VETERANS, MEMBERS OF THE ARMED FORCES AND FIRST RESPONDERS: The pledge was led by Bob Cunningham, US Army Veteran.

3. PROCLAMATIONS AND AWARDS.
 - PROCLAMATION DECLARING SEPTEMBER 2022 AS "NATIONAL RECOVERY MONTH".
 - CERTIFICATE OF RECOGNITION FOR DOUG CLINE FROM SANITATION DIRECTOR ROB SMITH.

Mayor Johnston read a proclamation recognizing September 2022 as National Recovery Month into the record. Pam Birtolo and Tressi Paytas were present to accept.

Mayor Johnston presented a proclamation to Doug Cline for his dedication to the residents of the City through his employment with the City in our Sanitation Department.

4. DELETIONS AND CHANGES TO THE AGENDA. Clerk Overstreet requested Item 6 removed from the agenda. The Commission reached a consensus to have the Clerk remove Item 16, and re-advertise the vacancies. Once the Clerk is in receipt of four applications, bring it back for consideration of appointments.

5. PUBLIC COMMENTS REGARDING ITEMS NOT ON THE AGENDA. CITIZENS ARE ENCOURAGED TO SPEAK. HOWEVER, COMMENTS SHOULD BE LIMITED TO THREE MINUTES. A THIRTY-MINUTE ALLOCATION OF TIME FOR PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA. EACH SPEAKER HAS UP TO THREE-MINUTES TO ADDRESS THE CHAIR, AND ONE OPPORTUNITY TO SPEAK, NO TIME CAN BE ALLOTTED TO ANOTHER SPEAKER: Kathy Wilcox, Flagler Beach Museum, and Brenda Wotherspoon, Chair, Flagler Creates, presented a request to paint the southwest portion of the City Hall building where the Museum is located. Mrs. Wilcox feels the painting of the façade will differentiate the Museum from the rest of the municipal building. Flagler Creates will fully fund the project. The Commission reached consensus to allow

Flagler Creates to paint the southwest side of the building. Bruno O'Conner requested an update on previous concerns of the Mayor's role and actions. Rick Belhumeur advised the flood light on entrance sign is not working. Angela Smith advised of her application for EDTF. Attorney Smith addressed Mr. O'Conner's question. Mr. Whitson stated he would add the light to his to do list. Commissioner Cooley asked to be updated on the progress of the light.

CONSENT AGENDA

6. APPROVE THE REGULAR MEETING MINUTES OF AUGUST 18, 2022: This item was removed from the agenda.
7. AWARD STORMWATER IMPROVEMENTS CONTRACT TO DB CIVIL CONSTRUCTION, LLC FOR \$96,120 – LEE RICHARDS, PROGRAM COORDINATOR FOR ENGINEERING SERVICES.
8. APPROVE REVISED CONTRACT WITH MOFFATT AND NICHOL FOR ENGINEER AND DESIGN SERVICES FOR THE FISHING PIER DESIGN, AND AUTHORIZE MAYOR TO SIGN SAME.
9. APPROVE ADMINISTRATIVE CORRECTION TO RESOLUTION 2022-01 FOR THE WASTEWATER TREATMENT PLANT STATE REVOLVING LOAN.
10. APPROVE A 1-YEAR CONTRACT WITH FLORIDA HEALTHCARE AND FLORIDA BLUE FOR EMPLOYEE HEALTH INSURANCE AND GUARDIAN FOR DENTAL INSURANCE AND A 1-YEAR CONTRACT WITH AMERICAN FIDELITY TO PROVIDE GAP INSURANCE PLAN – LIZ MATHIS, HUMAN RESOURCES.
11. APPROVE THE RENEWAL CONTRACT FOR THE EMPLOYEE ASSISTANCE PROGRAM (EAP) PROVIDED BY DR. TOWNSEND AND ASSOCIATES – LIZ MATHIS, HUMAN RESOURCES.

Commissioner Mealy requested items 7, 10, and 11 pulled for discussion.

Motion by Commissioner Cooley to approve Item 8 and 9 of the consent agenda. Commissioner Phillips seconded the motion. Chair Bryan opened public comments. No comments were offered. Chair Bryan closed public comments. The motion carried unanimously.

ITEM 7: Commissioner Mealy commented on the history of the Stormwater Master Plan. Motion by Commissioner Mealy to approve Item 7. Chair Bryan opened public comment. Rick Belhumeur feels the swales are dug to deep and water comes up from the ground, and the proposed back flow device is a waste of money. Chair Bryan closed public comments. Commissioner Phillips seconded the motion. The motion carried unanimously.

ITEM 10: Commissioner Mealy noted a corrected typo in the previous paperwork the Officials were provided. Chair Bryan opened public comments. No comments were offered. Chair Bryan closed public comments. Motion by Commissioner Mealy that we approve item number 10 on the consent agenda. Commissioner Phillips seconded the motion. The motion carried unanimously.

ITEM 11: Motion by Commissioner Mealy to approve item 11 on the consent agenda. Commissioner Phillips seconded the motion. Chair Bryan opened public comments. No comments were offered. Chair Bryan closed public comments. The motion carried unanimously.

GENERAL BUSINESS

12. DISCUSSION REGARDING SR A1A DUNE SYSTEM LANDSCAPING – CITY MANAGER WILLIAM R. WHITSON: Chris Barone, Assistant Engineer for FDOT District 5, reviewed a Power Point presentation on the plants to be used for the SR A1A dune system-landscaping project. Chair Bryan opened public comments: Dennis Bayer, expressed concern over types of plants, feels they are not native to our area. Bruno O’Conner agreed with Mr. Bayer. Chair Bryan closed public comments. The Commission took no action on this item.

13. CONSIDER A REQUEST FOR A REDUCTION OF A CODE ENFORCEMENT LIEN - ATTORNEY DENNIS K. BAYER REPRESENTING JOSEPH SPROTT: Dennis Bayer reviewed the request. Discussion ensued regarding the amount of reduction. Chair Bryan recessed the meeting at 7:12 p.m. to allow Attorney Bayer a phone call to confer with his client regarding a settlement amount of \$10,000 with \$2,000 to be deposited to support the Lifeguard Program. Chair Bryan resumed the meeting at 7:16 p.m. Chair Bryan opened public comments. No comments were offered. Chair Bryan closed public comments. Motion by Commissioner Phillips to reduce the amount of the lien to \$10,000, \$8,000 to pay the lien and \$2,000 to the Lifeguard Program, to be paid within 30 days. Chair Bryan passed the gavel and seconded the motion. The motion failed with two to two, with Commissioners Cooley and Mealy voting no. Commissioner Cooley put forth a motion to table the item to the next meeting. The motion died for lack of a second. Motion by Commissioner Cooley to reconsider the first motion. Commissioner Bryan seconded the motion. The reconsidered motion passed three to one, with Commissioner Mealy voting no.

14. CONSIDER A PARTIAL TERMINATION OF AN EASEMENT RELATING TO OUR WELL FIELDS – APPLICANT ATTORNEY MICHAEL D. CHIUMENTO, III: Attorney Smith reviewed the item, since Attorney Chiumento could not attend this meeting. Chair Bryan opened public comments. No comments were offered. Chair Bryan closed public comments. Motion by Commissioner Cooley for partial termination of an easement for our well field. Commissioner Mealy seconded the motion. The motion carried unanimously.

15. CONSIDER APPLICATIONS TO FILL A VACANT SEAT ON THE PERSONNEL ADVISORY REVIEW BOARD: Mr. Cunningham reviewed his interest in serving on the board. Chair Bryan opened public comments. No comments were offered. Chair Bryan closed public comments. Clerk Overstreet tabulated the votes.

Chair Bryan announced the recorded votes were to appoint Robert Cunningham to the Personnel Advisory Review Board.

16. CONSIDER APPLICATIONS TO FILL SEATS WITH ENDING TERMS ON THE ECONOMIC DEVELOPMENT TASK FORCE: This item was removed from the agenda.

17. APPLICATION OE-22-09-01, APPLICATION REQUEST TO APPROVE AN ANNUAL OUTDOOR ENTERTAINMENT PERMIT, GOLDEN MAGNOLIA 1104 S. OCEAN SHORE BLVD. - APPLICANT JOHN WOODARD: Mr. Woodard reviewed his request stating, the music is recorded ambient music, played during the day. Mr. Woodard reported the occasional request from clients for a small band or D.J. as a part of a wedding reception, and added any live music could be moved to an interior building. Clerk Overstreet reviewed PARB's recommendation, which was to recommend approval with the stipulation of no live entertainment, and for the outdoor music to be ambient or streamed. Chair Bryan opened public comments: Brenda Wotherspoon spoke in favor of the request. Chair Bryan closed public comments. Motion by Commissioner Mealy to approve application OE-22-09-01 in accordance with the recommendation of the Planning and Architectural Review Board (no live entertainment or D.J.s, just ambient music.) Commissioner Phillips seconded the motion. The motion carried unanimously, after a roll call vote.

18. APPLICATION OE-22-03-02, APPLICATION REQUEST TO APPROVE AN ANNUAL OUTDOOR ENTERTAINMENT PERMIT, FINN'S BEACHSIDE PUB; 101 N. OCEAN SHORE BLVD. - APPLICANT DARRELL MULVENNA: Clerk Overstreet reviewed the request, advising the establishment had maintained a annual permit since the initiation of the program, and this is the first time the applicant was not automatically renewed due to a warning notice issued during the March Bike Week event. Ms. Overstreet advised the PARB recommended approval of the request. Mr. Mulvenna stated they have adjusted their music lineup, moving towards solo performers, and they will be keeping the speakers inside the band shell, they will not allow sub woofers on the deck any longer, and will ensure the speakers are facing East. Mr. Mulvenna advised staff has proactively started taking decibel readings throughout the day and night. Mr. Mulvenna took full responsibility, and indicated his willingness to work with the police department to maintain compliance. The Commission responded to Mr. Mulvenna. Commissioner Bryan appreciates his business; however, he has concerns, and referenced occasions where the city had staff go over and ask for the music to be turned down during a Memorial Day celebration and during a commission meeting. Commissioner Bryan feels there needs to be consistency with the rules, throughout the town. Commissioner Cooley stated the acknowledgement and tangible actions they are putting in place, makes him feel this is a responsible business owner and that is appreciated. Chair Bryan opened public comments. John Woodard supported the application for Finns for outdoor entertainment. Chair Bryan closed public comments. Motion by Commissioner Phillips to approve the application for Finn's for outdoor entertainment. Commissioner Cooley seconded the motion. The motion carried unanimously, after a roll call vote.

19. DISCUSSION OF COMMISSION PRIORITIES AND THE DRAFT MASTER PROJECT PIPELINE – CITY MANAGER WILLIAM R. WHITSON. Mr. Whitson reviewed the item, and asked for direction. Discussion ensued amongst the Officials. The Commission reached a consensus to schedule a workshop to discuss the project priority list further.

20. DISCUSSION OF PLANNING FOR STATE OF THE CITY CELEBRATION – CITY MANAGER WILLIAM R. WHITSON: Mr. Whitson reviewed the actions to date, and presented a draft agenda for the presentation. Chair Bryan opened public comments. No comments were offered. Chair Bryan closed public comments. The Commission gave the City Manager direction to proceed with plans as submitted.

21. STAFF REPORTS.

- CITY ATTORNEY: Provided an update on the golf course; stating the Judge gave defendant a deadline to file appeal.
- CITY MANAGER: Is organizing a briefing with Ben Fries, CPH, Inc. for the officials on the Waste Water Treatment Plant Project. Reported the ribbon cutting for Irma and Pal Parker Park is October 5, 2022 at 5:00 p.m. with a rain date of October 6th. Presented concept of an idea for a “donor City” to attain additional revenue for services provided beyond the population basis. Mr. Whitson stated he would like to submit this to the Florida League of Cities for support on the idea and guidance. The Commission reached a consensus for the City Manager to proceed. Floated idea for next year’s Strategic Planning Session to explore joint collaboration with Palm Coast to purchase lands for well fields and/or stormwater storage. Reported the contractor began work today on the dumpster pad project at the Funky Pelican.

22. COMMISSION COMMENTS, INCLUDING REPORTS FROM MEETINGS ATTENDED: The officials reported their attendance at meetings, gatherings, and events since the last regular meeting. Suggested developing an ordinance to ban smoking in parks and on the beach. The Commission reached a consensus to develop the ordinance. Commissioner Bryan expressed concern regarding the Centennial Planning. Commissioner Bryan reported on a forthcoming presentation to at a meeting regarding plastic recycling initiatives that may produce a profit for the city. Commissioner Phillips reported her meeting with a resident requesting a stop sign at S. 17th and S. Daytona.

23. PUBLIC COMMENTS REGARDING ITEMS NOT ON THE AGENDA. CITIZENS ARE ENCOURAGED TO SPEAK. HOWEVER, COMMENTS SHOULD BE LIMITED TO THREE MINUTES. A THIRTY-MINUTE ALLOCATION OF TIME FOR PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA. EACH SPEAKER HAS UP TO THREE-MINUTES TO ADDRESS THE CHAIR, AND ONE OPPORTUNITY TO SPEAK, NO TIME CAN BE ALLOTTED TO ANOTHER SPEAKER: Jackie Rector is concerned about the speeding on S. Daytona. Terri Williams, SWAT Director, thanked the Commission for considering banning smoking on the beach and in our parks.

Quentin Parker spoke of the proposed back flow preventer, and feels the streets need to be cleaned as well.

24. ADJOURNMENT: Commissioner Mealy put forth a motion to adjourn the meeting at 8:47 p.m.

Attest:

Ken Bryan, Chair

Penny Overstreet, City Clerk

#6

EMERGENCY MEETING OF THE FLAGLER BEACH CITY COMMISSION, TUESDAY, SEPTEMBER 27, 2022, 12:00 P.M. (NOON) IN THE COMMISSION CHAMBERS AT 105 SOUTH SECOND STREET, FLAGLER BEACH, FLORIDA 32136

MINUTES

PRESENT: Ken Brian, Chair, Deborah Phillips, Vice-Chair, Commissioners Jane Mealy and James Sherman, City Manager William R. Whitson, and City Clerk Penny Overstreet. Mayor Suzie Johnston, via telephone.

ABSENT: Commissioner Eric Cooley.

1. CALL THE MEETING TO ORDER: Chair Bryan called the meeting to order at 12:00 p.m.

2. RESOLUTION 2022-16 A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, DECLARING A STATE OF EMERGENCY, AND ENACTING THE POWERS OF CHAPTER 14, ARTICLE III, EMERGENCY MANAGEMENT PROVIDING FOR CONFLICT AND AN EFFECTIVE DATE: Clerk Overstreet read the title of the resolution into the record. Mr. Whitson reviewed the purpose of the resolution and the revisions recommended by the Attorney's. Mr. Whitson advised the adoption of this resolution allows us to utilize Category B in the FEMA guidelines, related to eligibility for the expenses associated with preparation for the storm. Chair Bryan open public comments. No comments were offered. Chair Bryan closed public comments. Motion by Commissioner Mealy to approve Resolution 2022-16. Commissioner Sherman seconded the motion. The motion carried unanimously, after a roll call vote.

3. ADJOURNMENT: Motion by Commissioner Mealy to adjourn the meeting at 12:05 p.m.

Attest:

Ken Bryan, Chair

Penny Overstreet, City Clerk

#7

AUTOMATIC/MUTUAL AID INTERLOCAL AGREEMENT FOR FIRE PROTECTION AND RESCUE SERVICES BETWEEN THE CITY OF FLAGLER BEACH, THE CITY OF PALM COAST AND FLAGLER COUNTY

THIS AUTOMATIC/MUTUAL AID INTERLOAL AGREEMENT FOR FIRE PROTECTION AND RESCUE SERVICES BETWEEN THE CITY OF FLAGLER BEACH, THE CITY OF PALM COAST AND FLAGLER COUNTY ("Agreement") is entered into this 19 day of ~~SEPTEMBER~~ 2022 pursuant to Chapter 163, Florida Statutes, by and between the City of Flagler Beach, whose address is 105 South 2nd Street, Flagler Beach, FL 32136 ("Flagler Beach"), the City of Palm Coast ("Palm Coast"), a political subdivision of the State of Florida whose address is 160 Lake Ave., Palm Coast, Florida 32164, and Flagler County, whose address is 1769 E. Moody Blvd., Bldg. 2, Bunnell, FL 32110 ("County"), collectively referred to as the "Parties".

WITNESSETH

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, authorizes governmental units to enter into interlocal agreements and exercise jointly with any other public agency of the State, any power, privilege or authority that they have in common and which each might exercise separately and to cooperate to provide services for mutual benefit; and

WHEREAS, the Parties' jurisdictional boundaries are adjacent to and abut each other and are all situated within Flagler County, Florida; and

WHEREAS, the Parties provide fire protection and rescue services to their respective jurisdictions; and

WHEREAS, the Parties desire to establish an automatic aid agreement to address the response of emergency apparatus for calls for service that endanger life or property in a designated response area and mutual aid when assistance is requested during large scale emergencies; and

WHEREAS, the Parties are seeking to coordinate the joint and mutual use of fire and emergency medical facilities and equipment in the event of a structural fire or other emergency situations endangering life or property; and

WHEREAS, the Parties have determined that entering into this Agreement will benefit the health, safety and welfare of the public by allowing the Parties to quickly and adequately respond to large scale

emergencies and emergencies that endanger life or property; and

WHEREAS, the Parties have the power to enter into and administer the terms of this Agreement under Florida Statutes.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements contained in the Agreement, together with other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. DEFINITIONS

For purposes of this agreement, the following definitions shall apply.

- a. *Automatic Aid*: fire and emergency service assistance that is automatically dispatched pursuant to this Agreement to pre-determined areas or emergency call types.
- b. *Computer-aided dispatch (CAD)*: systems used by dispatchers, call-takers, and 911 operators to prioritize and record incident calls, identify the status and location of responders in the field, and effectively dispatch responders.
- c. *Closest Appropriate Unit Response*: a computer aided dispatch (CAD) process of assigning, by resource location, the closest appropriate resource(s) to an emergency call for service regardless of the jurisdiction in which the emergency is located.
- d. *Mutual Aid*: fire and emergency service assistance that is dispatched, upon request, by the requesting fire department pursuant to this Agreement. The request for assistance may include personnel, equipment and/or expertise in a specified manner.
- e. *Requesting Fire Rescue Department*: the fire rescue department in whose jurisdiction the emergency occurs.
- f. *Assisting Fire Rescue Department*: the fire rescue department providing Automatic or Mutual Aid to the Requesting Fire Rescue Department.

2. DISPATCH AND COMMUNICATIONS

The Parties commit to design and develop emergency response systems capable of providing the most efficient and effective fire and emergency services possible. Pursuant to this commitment all agencies agree to design dispatching models that provide the closest, most appropriate response to acute emergency situations and events, indifferent to jurisdictional boundaries and territories.

The purpose of the aforementioned dispatching system is to provide lifesaving and

incident stabilizing services in the most expeditious way, without consuming the availability of emergency response resources, to the extent possible. The dispatching system addresses the response needs immediately instead of having to summon off-duty personnel within any one jurisdiction.

Any party may request Mutual Aid when an incident is beyond the capabilities of that party's on-duty resources. The request for Mutual Aid must be submitted by the incident commander. Incidents requiring Mutual Aid typically include, but are not limited to the following:

- Fires requiring multiple hose lines.
- Persons trapped.
- Large-scale evacuations.
- Hazardous materials or special technical operations.
- Any response requiring specialized service or resources.

Once a request for Mutual Aid has been received, the Assisting Fire Rescue Department's Battalion Chief will assess its resources and determine the ability to provide Mutual Aid to the Requesting Fire Rescue Department. The Assisting Fire Rescue Department's unit will report responding by CAD and / or radio to the dispatch center. All subsequent radio communications will occur on the assigned radio channel. Upon notification, all dispatched units shall initiate response and communicate during the incident utilizing the assigned radio channel and mobile data terminals, as appropriate.

3. AUTOMATIC /MUTUAL AID OPERATIONS

- a. Each fire rescue department will develop and review operational guidelines identifying appropriate response areas and units assigned by call type. The guidelines are also known as run cards.
- b. Pursuant to the alarm assignment-dispatch guidelines for Automatic Aid, each respective fire department will respond with the closest appropriate unit and personnel to the location of the emergency situation.
- c. The first fire unit that arrives at the incident will establish / manage an incident command system and may be relieved by an officer of the jurisdiction in which the incident occurs.
- d. Parties to this Agreement will share occupancy pre-fire plans of the response areas and joint operating guidelines.
- e. All operations will be conducted based on adopted fire/rescue standards and NFPA 1500

safety standards.

- f. In all cases, the jurisdiction in which the incident occurs will send appropriate response units to the incident, unless none are available due to unforeseen circumstances.
- g. Demobilization will begin when the incident commander deems appropriate and release of resources will begin with assisting fire rescue crews.
- h. The Fire Chief or designees of each fire rescue department shall have the responsibility to coordinate alarm assignments to ensure the company distribution in the jurisdiction that provides aid to the other Parties remains sufficient to meet any additional request for service.
- i. Resources, in the form of back up apparatus or equipment, may be loaned to any of the Parties to this Agreements with the expectation that the Parties' operators are qualified and trained in the proficient usage of the resource.
- j. This Agreement does not relieve the Parties from the necessity and obligation to provide adequate emergency medical service, structural fire suppression or other emergency response capability within its own jurisdiction.
- k. It is also understood and agreed that no obligation exists to provide automatic/mutual aid if doing so seriously jeopardizes the assisting jurisdiction's fire protection or emergency medical service status.

4. TRAINING

- a. The Parties agree to participate in semi-annual joint training exercises with responding units.
- b. Due to the nature of this Agreement, all Parties agree to seek opportunities to share training with the goal of better cooperation and operational effectiveness.
- c. The Parties shall have access to identified training props within each jurisdiction, dependent upon availability of the site/prop. In the event damage is done during said usage, it is the responsibility of the using party to repair. Injuries occurring at the providing party's location shall be the responsibility of the party utilizing the training location/prop.

5. LIABILITY/INDEMNIFICATION

All parties of this Agreement shall be responsible for the negligent acts or omissions of their respective officers, employees, and agents, and each party shall hold the other parties harmless against any and all claims for bodily injury, sickness, disease, personal injury resulting in disability or death or damage to property or loss of use resulting from or arising out of the negligent acts or omissions of its officers, employees, and agents in the performance of this

Agreement. Nothing herein is intended by the parties to be a waiver of sovereign immunity, and nothing herein shall be construed to be consent by the parties hereof, or any of them singularly, to be sued by third parties. Any liability or responsibility to indemnify shall be limited to the monetary caps provided in Section 768.28, Florida Statutes.

6. REIMBURSEMENT

All parties to this Agreement agree that no payments, bills, claims, or other forms of monetary compensation shall occur as a result of services provided under this Agreement. Nothing herein prevents any party from receiving reimbursements from FEMA or any state or federal agency reimbursement program.

7. TERM

This Agreement may be cancelled by any party after giving a minimum of ninety (90) days written notice to cancel said agreement. The Agreement will take effect upon its full execution and filing with the Clerk of the Circuit Court in accordance with Section 163.01(11), Florida Statutes. This Agreement shall continue in perpetuity until cancelled.

8. MISCELLANEOUS PROVISIONS

a. The parties covenant to adhere to all applicable provisions of local, state, and federal law when providing Mutual Aid under this Agreement including Chapter 633, Florida Statutes.

b. Should any party to this Agreement determine that the number of responses rendered to another party is unacceptable; the parties agree to renegotiate the Agreement.

c. Any party may request to revise this Agreement. Such requests must be placed in writing and state the reason for the revision as well as provide revised language. Should all Parties agree to the requested revision, an amendment to this Agreement will be prepared in writing for all Parties to execute.

d. If any section, paragraph, sentence, clause, phrase, or word of this Agreement, is for any reason held by a Court to be unconstitutional, inoperative, or void,

such holding shall not affect the remainder of this Agreement.

e. This Agreement supersedes and replaces any and all previous such agreements relating to Automatic or Mutual Aid provided between the parties.

f. This Agreement shall not take precedence over the State of Florida's Statewide Mutual Aid Agreement, which purpose, in part, is providing aid and assistance in the event of major or catastrophic disaster.

AGREED TO AND ACCEPTED AS OF THIS 19 DAY OF SEPTEMBER, 2022.

THIS SPACE LEFT INTENTIONALLY BLANK
SIGNATURE PAGES TO FOLLOW

ATTEST:

CITY OF FLAGLER BEACH

PENNY OVERSTREET, CITY CLERK

SUZIE JOHNSTON, MAYOR

APPROVED AS TO FORM AND LEGALITY:

D. ANDREW SMITH, III, CITY ATTORNEY

ATTEST:

CITY OF PALM COAST

VIRGINIA A. SMITH, CITY CLERK

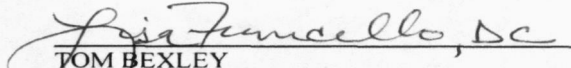
DAVID ALFIN, MAYOR

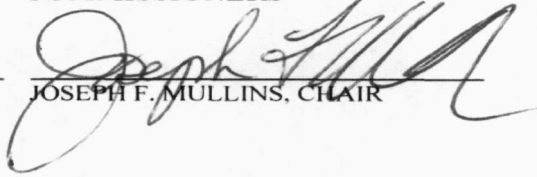
APPROVED AS TO FORM AND LEGALITY:

NEYSA BORKERT, CITY ATTORNEY

ATTEST:

**FLAGLER COUNTY BOARD OF COUNTY
COMMISSIONERS**


TOM BEXLEY
CLERK OF THE CIRCUIT COURT
AND COMPTROLLER


JOSEPH F. MULLINS, CHAIR

APPROVED AS TO FORM AND LEGALITY:

Sean S. Moylan Digitally signed by Sean S. Moylan
Date: 2022.09.12 15:46:20 -0400
SEAN S. MOYLAN
DEPUTY COUNTY ATTORNEY

#8

This Instrument Prepared By:
Kathy Griffin
Action No. 45606
Bureau of Public Land Administration
3900 Commonwealth Boulevard
Mail Station No. 125
Tallahassee, Florida 32399

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
OF THE STATE OF FLORIDA

SOVEREIGNTY SUBMERGED LANDS LEASE RENEWAL

BOT FILE NO. 180025602

THIS LEASE is hereby issued by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Lessor.

WITNESSETH: That for and in consideration of payment of the annual lease fees hereinafter provided and the faithful and timely performance of and compliance with all terms and conditions stated herein, the Lessor does hereby lease to City of Flagler Beach, Florida, hereinafter referred to as the Lessee, the sovereignty lands as defined in 18-21.003, Florida Administrative Code, contained within the following legal description:

A parcel of sovereignty submerged land in Section 12, Township 12 South, Range 31 East, in Atlantic Ocean, Flagler County, Florida, containing 15,085 square feet, more or less, as is more particularly described and shown on Attachment A, dated June 26, 1996.

TO HAVE THE USE OF the hereinabove described premises from October 30, 2022, the effective date of this lease renewal, through October 30, 2027, the expiration date of this lease renewal. The terms and conditions on and for which this lease is granted are as follows:

1. **USE OF PROPERTY:** The Lessee is hereby authorized to operate a commercial municipal fishing pier to be used exclusively for fishing and passive recreational activities only in conjunction with an upland restaurant, without fueling facilities, without a sewage pumpout facility and without liveboards as defined in paragraph 27, as shown and conditioned in Attachment A. All of the foregoing subject to the remaining conditions of this lease.

2. **LEASE FEES:** The Lessee hereby agrees to pay to the Lessor an initial annual lease fee of \$2,894.81, plus sales tax pursuant to Section 212.031, Florida Statutes, if applicable, within 30 days of receipt of this fully executed lease. The annual fee for the remaining years of this lease shall be adjusted pursuant to provisions of Rule 18-21.011, Florida Administrative Code. The State of Florida Department of Environmental Protection, Division of State Lands (the "Division") will notify the Lessee in writing of the amount and the due date of each subsequent annual lease payment during the remaining term of this lease. All lease fees due hereunder shall be remitted to the Division, as agent for the Lessor.

[02]

3. WET SLIP RENTAL CERTIFICATION/SUPPLEMENTAL PAYMENT: (A) The Lessee shall provide upon request by the Lessor any and all information in a certified form needed to calculate the lease fee specified in paragraph two (2) above, including the income, as defined in subsection 18-21.003(32), Florida Administrative Code, derived directly or indirectly from the use of sovereignty submerged lands on an annual basis. When six percent (6%) of said annual income exceeds the base fee or minimum annual fee established pursuant to Rule 18-21.011, Florida Administrative Code, for any lease year during the term of this lease, the Lessor shall send the Lessee a supplemental invoice for the difference in the amounts for that lease year. (B) The instrument or agreement used by the Lessee to transfer or assign the right to use a wet slip at the docking facility to a third party shall include a provision that clearly notifies the wet slip renter/user/holder that if the wet slip renter/user/holder subsequently transfers his right to use said wet slip to another party, the instrument or agreement used to transfer said wet slip shall contain a provision that requires six percent (6%) of the annual gross income derived from said instrument or agreement for the use of said wet slip be paid to the Lessee who, upon receipt, shall report and transmit said amount to the Lessor. The instrument or agreement used by the Lessee to transfer a wet slip shall also include a provision that clearly notifies the wet slip renter/user/holder that no interest in said wet slip may be further transferred unless a substantially similar provision to the one contained in the preceding sentence is placed in each succeeding instrument or agreement used to transfer said wet slip to each new wet slip renter/user/holder. (C) The Lessee shall submit to the Lessor each instrument or agreement used by the Lessee to transfer or assign the right to use a wet slip at the docking facility to a third party annually at the same time the Lessee submits the required Annual Wet Slip Revenue Report to the Lessor. Any breach of this lease condition shall constitute a default under this lease.

4. LATE FEE ASSESSMENTS: The Lessee shall pay a late payment assessment for lease fees or other charges due under this lease which are not paid within 30 days after the due date. This assessment shall be computed at the rate of twelve percent (12%) per annum, calculated on a daily basis for every day the payment is late.

5. EXAMINATION OF LESSEE'S RECORDS: For purposes of this lease, the Lessor is hereby specifically authorized and empowered to examine, for the term of this lease including any extensions thereto plus three (3) additional years, at all reasonable hours, the books, records, contracts, and other documents confirming and pertaining to the computation of annual lease payments as specified in paragraph two (2) above.

6. MAINTENANCE OF LESSEE'S RECORDS: The Lessee shall maintain separate accounting records for: (i) the gross revenue derived directly from the use of the leased premises, (ii) the gross revenue derived indirectly from the use of the leased premises, and (iii) all other gross revenue derived from the Lessee's operations on the riparian upland property. The Lessee shall secure, maintain and keep all records for the entire term of this lease plus three (3) additional years. This period shall be extended for an additional two (2) years upon request for examination of all records and accounts for lease verification purposes by the Lessor.

7. AGREEMENT TO EXTENT OF USE: This lease is given to the Lessee to use or occupy the leased premises only for those activities specified herein. The Lessee shall not (i) change or add to the approved use of the leased premises as defined herein (e.g., from commercial to multi-family residential, from temporary mooring to rental of wet slips, from rental of wet slips to contractual agreement with third party for docking of cruise ships, from rental of recreational pleasure craft to rental or temporary mooring of charter/tour boats, from loading/offloading commercial to rental of wet slips, etc.); (ii) change activities in any manner that may have an environmental impact that was not considered in the original authorization or regulatory permit; or (iii) change the type of use of the riparian uplands or as permitted by the Lessee's interest in the riparian upland property that is more particularly described in Attachment B without first obtaining a regulatory permit/modified permit, if applicable, the Lessor's written authorization in the form of a modified lease, the payment of additional fees, if applicable, and, if applicable, the removal of any structures which may no longer qualify for authorization under the modified lease.

8. PROPERTY RIGHTS: The Lessee shall make no claim of title or interest to said lands hereinbefore described by reason of the occupancy or use thereof, and all title and interest to said land hereinbefore described is vested in the Lessor. The Lessee is prohibited from including, or making any claim that purports to include, said lands described or the Lessee's leasehold interest in said lands into any form of private ownership, including but not limited to any form of condominium or cooperative ownership. The Lessee is further prohibited from making any claim, including any advertisement, that said land, or the use thereof, may be purchased, sold, or re-sold.

9. INTEREST IN RIPARIAN UPLAND PROPERTY: During the term of this lease, the Lessee shall maintain satisfactory evidence of sufficient upland interest as required by paragraph 18-21.004(3)(b), Florida Administrative Code, in the riparian upland property that is more particularly described in Attachment B and by reference made a part hereof together with the riparian rights appurtenant thereto. If such interest is terminated or the Lessor determines that such interest did not exist on the effective date of this lease, this lease may be terminated at the option of the Lessor. If the Lessor terminates this lease, the Lessee agrees not to assert a claim or defense against the Lessor arising out of this lease. Prior to sale and/or termination of the Lessee's interest in the riparian upland property, the Lessee shall inform any potential buyer or transferee of the Lessee's interest in the riparian upland property and the existence of this lease and all its terms and conditions and shall complete and execute any documents required by the Lessor to effect an assignment of this lease, if consented to by the Lessor. Failure to do so will not relieve the Lessee from responsibility for full compliance with the terms and conditions of this lease which include, but are not limited to, payment of all fees and/or penalty assessments incurred prior to such act.

10. ASSIGNMENT OF LEASE: This lease shall not be assigned or otherwise transferred without prior written consent of the Lessor or its duly authorized agent. Such assignment or other transfer shall be subject to the terms, conditions and provisions of this lease, current management standards and applicable laws, rules and regulations in effect at that time. Any assignment or other transfer without prior written consent of the Lessor shall be null and void and without legal effect.

11. LIABILITY/INVESTIGATION OF ALL CLAIMS: The Lessee shall investigate all claims of every nature at its expense. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

12. NOTICES/COMPLIANCE/TERMINATION: The Lessee binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Lessee, its successors and assigns. In the event the Lessee fails or refuses to comply with the provisions and conditions herein set forth, or in the event the Lessee violates any of the provisions and conditions herein set forth, and the Lessee fails or refuses to comply with any of said provisions or conditions within twenty (20) days of receipt of the Lessor's notice to correct, this lease may be terminated by the Lessor upon thirty (30) days written notice to the Lessee. If canceled, all of the above-described parcel of land shall revert to the Lessor. All notices required to be given to the Lessee by this lease or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

City of Flagler Beach, FL
Attn: Mr. William Whitson
105 S 2nd St
Flagler Beach, FL 32136

The Lessee shall notify the Lessor by certified mail of any change to this address at least ten (10) days before the change is effective.

13. TAXES AND ASSESSMENTS: The Lessee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this lease.

14. NUISANCES OR ILLEGAL OPERATIONS: The Lessee shall not permit the leased premises or any part thereof to be used or occupied for any purpose or business other than herein specified unless such proposed use and occupancy are consented to by the Lessor and the lease is modified accordingly, nor shall Lessee knowingly permit or suffer any nuisances or illegal operations of any kind on the leased premises.

15. MAINTENANCE OF FACILITY/RIGHT TO INSPECT: The Lessee shall maintain the leased premises in good condition, keeping the structures and equipment located thereon in a good state of repair in the interests of public health, safety and welfare. No dock or pier shall be constructed in any manner that would cause harm to wildlife. The leased premises shall be subject to inspection by the Lessor or its designated agent at any reasonable time.

16. NON-DISCRIMINATION: The Lessee shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the area subject to this lease or upon lands adjacent to and used as an adjunct of the leased area.

17. ENFORCEMENT OF PROVISIONS: No failure, or successive failures, on the part of the Lessor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Lessor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

18. PERMISSION GRANTED: Upon expiration or cancellation of this lease all permission granted hereunder shall cease and terminate.

19. RENEWAL PROVISIONS: Renewal of this lease shall be at the sole option of the Lessor. Such renewal shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. In the event that the Lessee is in full compliance with the terms of this lease, the Lessor will begin the renewal process. The term of any renewal granted by the Lessor shall commence on the last day of the previous lease term. In the event the Lessor does not grant a renewal, the Lessee shall vacate the leased premises and remove all structures and equipment occupying and erected thereon at its expense. The obligation to remove all structures authorized herein upon termination of this lease shall constitute an affirmative covenant upon the Lessee's interest in the riparian upland property more particularly described in Attachment B which shall run with the title to the Lessee's interest in said riparian upland property and shall be binding upon the Lessee and the Lessee's successors in title or successors in interest.

20. REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES: If the Lessee does not remove said structures and equipment occupying and erected upon the leased premises after expiration or cancellation of this lease, such structures and equipment will be deemed forfeited to the Lessor, and the Lessor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Lessee at the address specified in Paragraph 12 or at such address on record as provided to the Lessor by the Lessee. However, such remedy shall be in addition to all other remedies available to the Lessor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

21. REMOVAL COSTS/LIEN ON RIPARIAN UPLAND PROPERTY: Subject to the noticing provisions of Paragraph 20 of this lease, any costs incurred by the Lessor in removal of any structures and equipment constructed or maintained on state lands shall be paid by Lessee and any unpaid costs and expenses shall constitute a lien upon the Lessee's interest in the riparian upland property that is more particularly described in Attachment B. This lien on the Lessee's interest in the riparian upland property shall be enforceable in summary proceedings as provided by law.

22. RIPARIAN RIGHTS/FINAL ADJUDICATION: In the event that any part of any structure authorized hereunder is determined by a final adjudication issued by a court of competent jurisdiction to encroach on or interfere with adjacent riparian rights, Lessee agrees to either obtain written consent for the offending structure from the affected riparian owner or to remove the interference or encroachment within 60 days from the date of the adjudication. Failure to comply with this paragraph shall constitute a material breach of this lease agreement and shall be grounds for immediate termination of this lease agreement at the option of the Lessor.

23. AMENDMENTS/MODIFICATIONS: This lease is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this lease must be in writing, must be accepted, acknowledged and executed by the Lessee and Lessor, and must comply with the rules and statutes in existence at the time of the execution of the modification or amendment. Notwithstanding the provisions of this paragraph, if mooring is authorized by this lease, the Lessee may install boatlifts within the leased premises without formal modification of the lease provided that (a) the Lessee obtains any state or local regulatory permit that may be required; and (b) the location or size of the lift does not increase the mooring capacity of the docking facility.

24. ADVERTISEMENT/SIGNS/NON-WATER DEPENDENT ACTIVITIES/ADDITIONAL ACTIVITIES/MINOR STRUCTURAL REPAIRS: No permanent or temporary signs directed to the boating public advertising the sale of alcoholic beverages shall be erected or placed within the leased premises. No restaurant or dining activities are to occur within the leased premises. The Lessee shall ensure that no permanent, temporary or floating structures, fences, docks, pilings or any structures whose use is not water-dependent shall be erected or conducted over sovereignty submerged lands without prior written consent from the Lessor. No additional structures and/or activities including dredging, relocation/realignment or major repairs or renovations to authorized structures, shall be erected or conducted on or over sovereignty, submerged lands without prior written consent from the Lessor. Unless specifically authorized in writing by the Lessor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Lessee to administrative fines under Chapter 18-14, Florida Administrative Code. This condition does not apply to minor structural repairs required to maintain the authorized structures in a good state of repair in the interests of public health, safety or welfare; provided, however, that such activities shall not exceed the activities authorized by this lease.

25. USACE AUTHORIZATION: Prior to commencement of construction and/or activities authorized herein, the Lessee shall obtain the U.S. Army Corps of Engineers (USACE) permit if it is required by the USACE. Any modifications to the construction and/or activities authorized herein that may be required by the USACE shall require consideration by and the prior written approval of the Lessor prior to the commencement of construction and/or any activities on sovereign, submerged lands.

26. COMPLIANCE WITH FLORIDA LAWS: On or in conjunction with the use of the leased premises, the Lessee shall at all times comply with all Florida Statutes and all administrative rules promulgated thereunder. Any unlawful activity which occurs on the leased premises or in conjunction with the use of the leased premises shall be grounds for the termination of this lease by the Lessor.

27. LIVEABOARDS: The term "liveaboard" is defined as a vessel docked at the facility and inhabited by a person or persons for any five (5) consecutive days or a total of ten (10) days within a thirty (30) day period. If liveaboards are authorized by paragraph one (1) of this lease, in no event shall such "liveaboard" status exceed six (6) months within any twelve (12) month period, nor shall any such vessel constitute a legal or primary residence.

28. GAMBLING VESSELS: During the term of this lease and any renewals, extensions, modifications or assignments thereof, Lessee shall prohibit the operation of or entry onto the leased premises of gambling cruise ships, or vessels that are used principally for the purpose of gambling, when these vessels are engaged in "cruises to nowhere," where the ships leave and return to the state of Florida without an intervening stop within another state or foreign country or waters within the jurisdiction of another state or foreign country, and any watercraft used to carry passengers to and from such gambling cruise ships.

29. SPECIAL LEASE CONDITION: Should a field survey acceptable to the Lessor be required or obtained after the effective date of this lease, the annual lease fees due hereunder shall be adjusted to reflect the increase or decrease in the total preempted area shown by the survey. Any such adjustment shall be effective from the date of the acceptable survey and shall be prospective only. No reimbursement or credit shall be given to the Lessee by the Lessor for overages, and no charge shall be imposed by the Lessor for shortages unless the error resulted from inaccurate information supplied by the Lessee.

[Remainder of page intentionally left blank; Signature page follows]

IN WITNESS WHEREOF, the Lessor and the Lessee have executed this instrument on the day and year first above written.

WITNESSES:

BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE STATE
OF FLORIDA

(SEAL)

Original Signature

Print/Type Name of Witness

Original Signature

Print/Type Name of Witness

BY: _____
Brad Richardson, Chief, Bureau of Public Land Administration,
Division of State Lands, State of Florida Department of
Environmental Protection, as agent for and on behalf of the Board
of Trustees of the Internal Improvement Trust Fund of the
State of Florida.

"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of physical presence this _____ day of _____ 20_____, by Brad Richardson, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. He is personally known to me.

APPROVED SUBJECT TO PROPER EXECUTION:

Lois LaSeur _____ 10/3/2022 _____
DEP Attorney Date

Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires:

Commission/Serial No. _____

WITNESSES:

City of Flagler Beach, Florida (SEAL)

Original Signature

BY: _____
Original Signature of Executing Authority

Typed/Printed Name of Witness

Suzie Johnston
Typed/Printed Name of Executing Authority

Original Signature

Mayor
Title of Executing Authority

Typed/Printed Name of Witness

“LESSEE”

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___online notarization this _____ day of _____, 20____, by Suzie Johnston as Mayor, for and on behalf of City of Flagler Beach, Florida. She is personally known to me or who has produced _____, as identification.

My Commission Expires:

Signature of Notary Public

Notary Public, State of _____

Commission/Serial No. _____

Printed, Typed or Stamped Name

Google Maps 215 S Ocean Shore Blvd

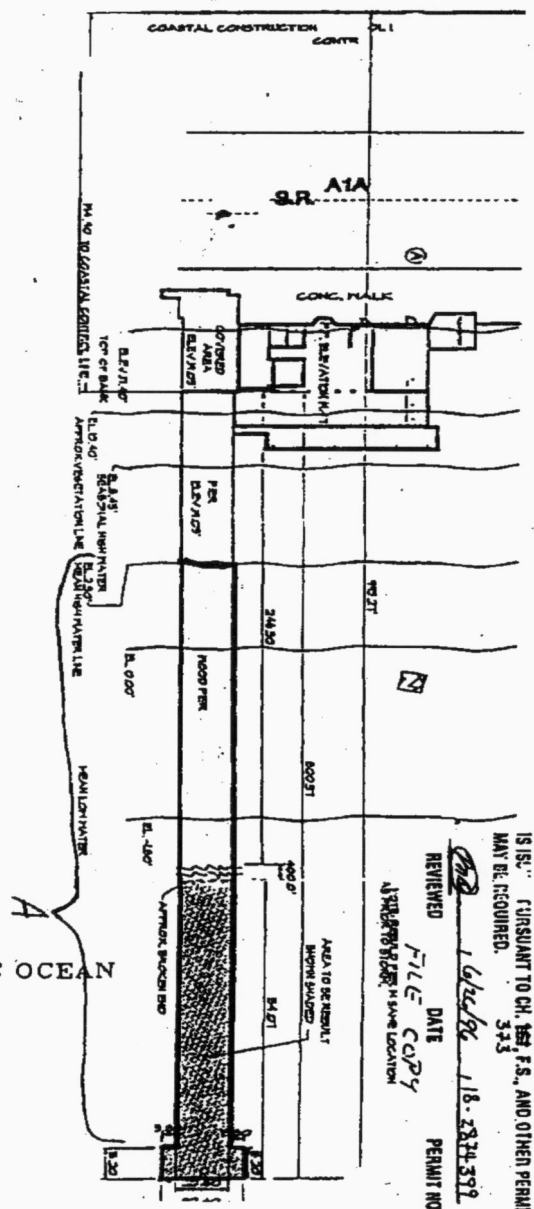


Imagery ©2022 Maxar Technologies, U.S. Geological Survey, Map data ©2022 50 ft

A --- 700
 x20.8
 14,560
 B --- 525 (32.4 x 16.2)
 15,085



FLAGLER PIER SITE MAP
 SCALE: 1" = 60' - 0"
 DATUM = 0.00' NGVD
 DATE 9/20/1996
 SHEET 1 OF 2



AUTHORIZED CONSTRUCTION AND ANY OTHER AUTHORIZED
 ACTIVITIES MUST COMPLY WITH ALL CONDITIONS OF THE
 PERMIT. CONSTRUCTION AND ACTIVITIES ARE STRICTLY
 LIMITED TO THOSE BOTH SHOWN ON THE APPROVED PLANS
 AND DESCRIBED IN THE PROJECT DESCRIPTION. THIS PERMIT
 IS ISSUED PURSUANT TO CH. 166 F.S., AND OTHER PERMIT
 MAY BE REQUIRED. 3-3

REVIEWED *[Signature]* DATE *1/6/2006* PERMIT NO. *18-2874-372*
 FILE COPY
 AS SHOWN ON PERMIT IN SAME LOCATION

BY BUREAU OF BEACHES
 AND COASTAL SYSTEMS
 FLORIDA DEPT. OF
 ENVIRONMENTAL PROTECTION

LEASE AREA DESCRIPTION

A parcel of submerged land located in Section 12, Township 12 South, Range 31 East, Flagler County, Atlantic Ocean (waterbody) containing 15,085 square feet, as described on the attached sketch labeled as Attachment A and dated June 26, 1996, located immediately waterward of that upland property with the following legal description:

The riparian rights, accretions, littoral rights, parkage, and ground lying east of the Ocean Shore Boulevard and between the north boundary of Eight Street non know as 2nd Street as said boundary is extended easterly to the low water mark of the Atlantic Ocean and the south boundary of Ninth Street non know as 3rd Street extended easterly to the low water mark, of the Atlantic Ocean, according to the plat of the City of Flagler Beach on file and of record in the office of the Clerk of the Circuit Court of Flagler County, Florida, in plat book 1, page 24.

WARRANTY DEED

THIS INDENTURE, Made the 6th day of January, in the year of our Lord, One Thousand Nine Hundred and twenty-eight, between Flagler Shores Company, a corporation organized and existing under the laws of the State of Florida, of the first part, and the Town of Flagler Beach, Flagler County, Florida, of the second part,

WITNESSETH: That the said party of the first part, for and in consideration of the sum of Ten (\$10.00) Dollars, lawful money of the United States of America, to it in hand paid by the said party of the second part, at or before the executing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained and sold, and by these presents does grant, bargain and sell unto the said party of the second party, and its successors and assigns forever, all that lot, piece or parcel of land lying and being in the Town of Flagler Beach, County of Flagler and State of Florida, described as follows:

The riparian rights, accretions, littoral rights, wharves, piers, and ground lying east of the Ocean Shore Boulevard and between the north boundary of Eighth Street as said boundary is extended westerly to the low water mark of the Atlantic Ocean and the south boundary of Ninth Street extended westerly to the low water mark of the Atlantic Ocean, according to the plat of the Town of Flagler Beach on file and of record in the office of the Clerk of the Circuit Court of Flagler County, Florida, in plat book 1, page 222.

together with all and singular the improvements, tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and also all the estate, right, title, interest, power and right of dower, separate estate, property, possession, claim and demand whatsoever, as well in law as in equity, of the said party of the first part, of, in and to the same, and every part and parcel thereof.

JUN 4 1984

with the appurtenances!

TO HAVE AND TO HOLD the above granted, bargained and described premises, with the appurtenances, unto the said party of the second part, its successors and assigns, to its own proper use, benefit and behoof, forever. And the said party of the second part, its successors and assigns, shall and may at all times hereafter peaceably and quietly have, hold, use, occupy, possess and enjoy the above granted premises and every part and parcel thereof, with the appurtenances, without any let, suit, trouble, molestation, eviction or disturbance of the said party of the first part, its successors or assigns, or of any other person or persons lawfully claiming or to claim the same by, through or under first party. And that the same are now free, clear, discharged and unincumbered of and from all former and other grants, titles, charges, estates, judgments, assessments and incumbrances of what nature and kind soever, except taxes and assessment liens, established or to be established.

And the said party of the first part, for itself and its successors, the above described and hereby granted and released premises, and every part and parcel thereof, with the appurtenances unto the said party of the second part, its successors and assigns, against the said party of the first part, and its successors and assigns, and against all and every person or persons whomsoever, lawfully claiming or to claim the same by, through or under first party, shall and will warrant, and by these presents forever defend.

IN WITNESS WHEREOF, the Placer Shores Company, a corporation, has caused this instrument to be signed in its name by its President, and its Secretary and its corporate seal affixed this 6th day of January, A. D. 1928.

Signed, sealed and delivered in the presence of:
[Signature]
[Signature]

PLACER SHORES COMPANY (Seal)
By: *[Signature]* President
Witness and corporate seal affixed:
[Signature] Secretary
JUN 4 1928

State of Florida
County of Volusia

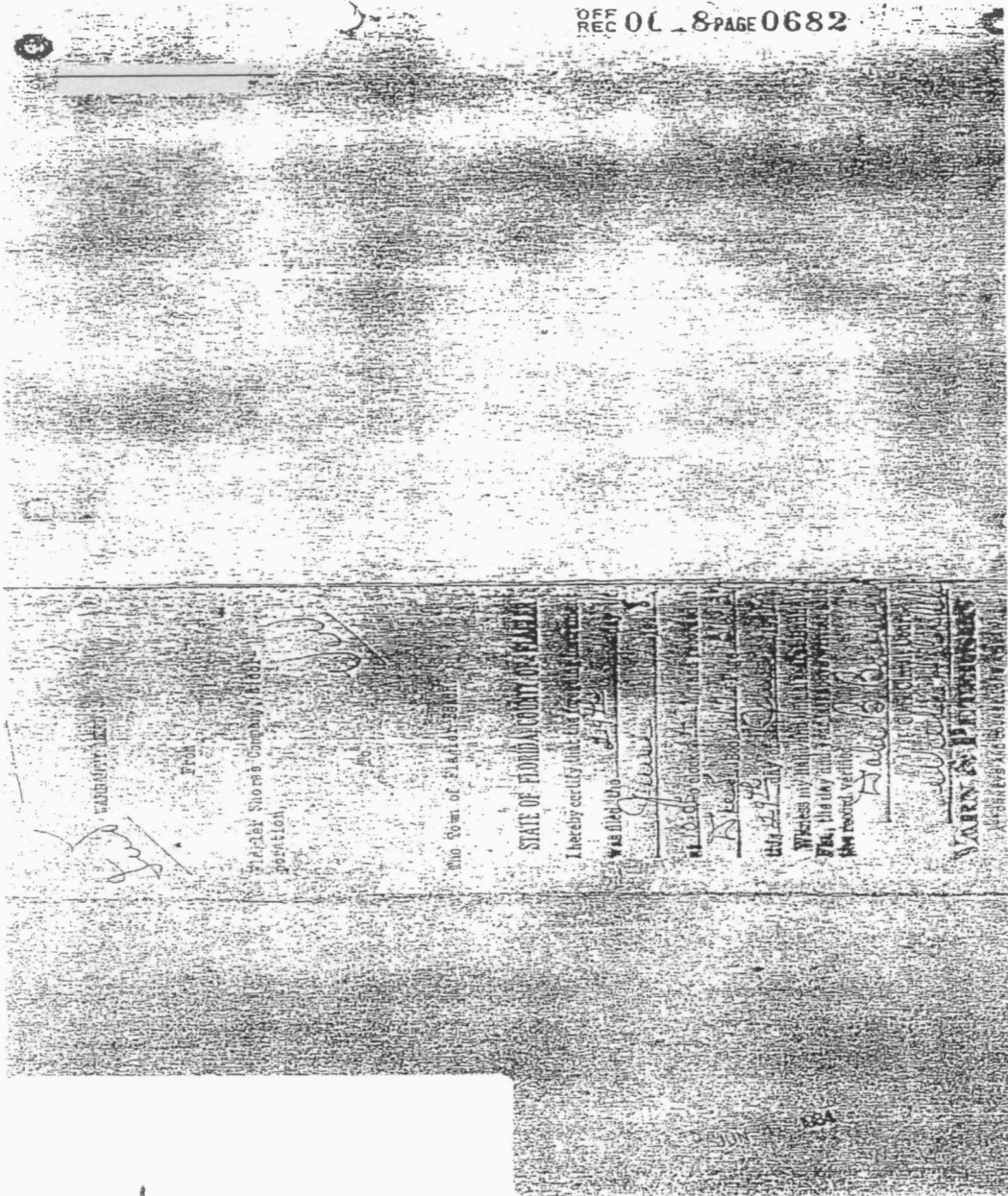
On this day before me, a Notary Public of the State of Florida at Large, personally appeared George Moody and Claude U. Varn to me well known and known to me to be the persons described in and who executed the foregoing instrument as President and Secretary, respectively, of Flagler Shores Company, a corporation, and personally known to me to be the President and Secretary respectively of Flagler Shores Company, and they acknowledged to and before me that they executed the foregoing instrument as such President and Secretary respectively of said Flagler Shores Company, and the said George Moody acknowledged to and before me that he executed the foregoing instrument as such President of said Flagler Shores Company for the uses and purposes therein expressed by due and lawful corporate authority and as the act and deed of said corporation and the said Claude U. Varn acknowledged to and before me that he attested the foregoing instrument as such Secretary of said Flagler Shores Company by due and lawful corporate authority and that he affixed thereto the corporate seal of said Flagler Shores Company by and on behalf of said corporation.

In Witness Whereof, I have hereunto affixed my hand and official seal at Daytona Beach, Volusia County, Florida, on this 6th day of January, A. D. 1929.

Christine Tolson (Seal)
Notary Public of the State of Florida at Large.

My commission expires: My Commission Expires Oct. 13, 1929

JUN 4 1934



FIRST AMENDMENT TO INTERLOCAL AGREEMENT

THIS FIRST AMENDMENT TO INTERLOCAL AGREEMENT is made and entered by and between the City of Flagler Beach, Florida, and the Town of Beverly Beach, Florida.

WITNESSETH:

WHEREAS, the Town of Beverly Beach and the City of Flagler Beach have entered an Interlocal Agreement for the provision of solid waste collection services by the City of Flagler Beach to the Town of Beverly Beach; and

WHEREAS, both communities have been impacted by Hurricane Ian and have a present need for hurricane related debris removal and monitoring; and

WHEREAS, as a result of Hurricane Ian, federal, state, and local emergency declarations have been issued which include both jurisdictions; and

WHEREAS, the Town of Beverly Beach does not have existing contracts for hurricane related debris removal and monitoring; and

WHEREAS, the City of Flagler Beach does have existing contracts for hurricane related debris removal and monitoring; and

WHEREAS, to the extent its contractors have capacity and ability to also provide debris removal and monitoring within the Town of Beverly Beach and to the extent such debris removal and monitoring are ultimately cost neutral to the City of Flagler Beach, the City of Flagler Beach is willing to allow and request its hurricane debris removal contractor and monitor to perform debris removal and monitoring services within the Town of Beverly Beach.

NOW THEREFOFE, the Parties hereto agree as follows:

1. The City of Flagler Beach shall authorize and request its hurricane debris removal contractor to perform Hurricane Ian debris removal within the Town of Beverly Beach in a manner consistent with said contractor's existing contract with the City of Flagler Beach.
2. The City of Flagler Beach shall authorize and request its hurricane debris removal monitor to monitor all Hurricane Ian debris removal conducted in Beverly Beach pursuant to paragraph 1, above, in a manner consistent with said contractor's existing contract with the City of Flagler Beach.
3. The Town of Beverly Beach shall provide a staff member point of contact for coordination of all activities performed pursuant to this First Amendment to Interlocal Agreement.
4. To the extent any of the costs, or portions thereof, for services provided by the City of Flagler Beach or its contractors pursuant to this First Amendment to Interlocal

Agreement are not reimbursed by the Federal Emergency Management Agency, or other applicable federal or state agencies, for any reason, the Town of Beverly Beach shall reimburse the City of Flagler Beach such costs incurred by the City of Flagler Beach related to the provision of Hurricane Ian debris removal and monitoring.

5. Upon final notification by FEMA, or any other applicable federal or state agency, that any cost or portion thereof related to debris removal and monitoring conducted within the Town of Beverly Beach pursuant to this First Amendment to Interlocal Agreement is not to be reimbursed, the City of Flagler Beach shall provide an invoice to the Town of Beverly Beach for that cost or portion thereof. The Town of Beverly Beach shall pay such invoice within thirty (30) days of receipt of same.
6. All other terms of the Interlocal Agreement between the parties shall remain in full force and effect.
7. This Amendment shall become effective upon approval and execution by all parties hereto.

IN WITNESS WHEREOF, the parties have executed this First Amendment to Interlocal Agreement Relating to Solid Waste Services.

ATTEST:

CITY OF FLAGLER BEACH

Penny Overstreet, City Clerk

Suzie Johnston, Mayor

Date

ATTEST:

TOWN OF BEVERLY BEACH

Jim Ardell, City Clerk

Steve Emmett, Mayor

Date



FLAGLER BEACH CITY COMMISSION

Item No. 10

Meeting Date: 10-13-2022

Issue: A Resolution by The City Commission Of The City Of Flagler Beach, For Water, Sewer, Sanitation and Stormwater Fee Increases To Provide Revenues That Will Be Sufficient To Operate Financially Self Supporting Utilities; Repealing Resolution 2021-29. Providing For Conflict and an Effective Date.

From: Rhonda Allen, Interim Finance Director

Organization: City Staff

RECOMMENDATION: Approve Resolution 2022-18

BACKGROUND: During the Budget Workshop and Budget Hearings, City Commission approved the increases to the Utilities

- **Water and Sewer, base fees 1.72% flow rates 1.72%**
- **Sanitation Rates, residential and commercial 7%**
- **Stormwater Fees 42% increase (\$4 per month increase; \$9.50 to \$13.50)**

A residential bill within the city limits will increase a total of \$6.58 per month.

Water and Sewer

The 5 Year Capital Plan adopted with the 2022-2023 Budget shows a 5 year total sum of \$31,504,000 for the Utility Fund.

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

- 2022-2023, 1.72% increase to all Service Fees, this increase is 62% less than the 4.53% increase which was recommended by the Public Service Commission.
- 2023-2024 and 2024-2025, a 10% increase to revenues for growth to encompass the new development on Roberts Road and upcoming development along the John Anderson corridor. Another 5% increase to all Utility Fees both Flows and Base Fees. A total of 15% increase to revenues for each year. For the two year forecasted period this equates to approximately \$1.7 million in increased User Fees.
- An assumption for the two future years is the ability to use \$3 Million from Water and Sewer Impact Fees on projects that qualify, such as new wells. City Staff will also continue to apply for and obtain grant funding for eligible projects, estimation for future years is \$1.2 million.
- Increases to Operation costs over the past few years have maintained a steady 3% increase. However, with the upcoming growth to the water district, a more reasonable increase would be 7.5%. The city may need additional staff for billing, public works and operations at the plants. Increases to production to accommodate the growth will result in increased expenses as well.
- Comparing Capital Costs to Revenues Collected from Water/Sewer Base Fees over the 3 year period; resident paid base fees support the capital costs at 33%. Grants, Loans and Impact Fees support the expense at 67%. Base Fees are Unrestricted Utility Funds, but should support capital improvements. As illustrated in "Exhibit A", for the 3 Year Forecast we have a surplus of base fees in the amount of \$1.1 million. The one time ARPA Fund revenue of \$1.4 million is the reason for the surplus.
- Comparing Flow Fees (Actual Water and Sewer Usage) to Operations, we see a \$1.8 million shortfall. One of the reasons is the high costs of repairs to our infrastructure. Repairs are at times very costly, but are reconsidered part of operations. As we complete many of the Capital

Improvements to our infrastructure and plant, repairs should decrease and the revenues for water production and operating costs will level out.

- Overall for the 3 year period the projected increases to revenues still produce a \$700,000 loss to reserves.

Water & Sewer Flow Rates

Ordinance 2008-01 provides for water and sewer rate increases based on the percentage change in the Gross Domestic Product Implicit Price Deflator as adopted by the Florida Public Service Commission. This information can be found at www.psc.state.fl.us. The result of their analysis is a 4.53% increase over 2021-22 figures. Water and Sewer Flow rates are an established fee to balance the costs of water production. City Staff lowered the amount of the increase to 1.72%. The increase of 1.72% **is not sufficient to cover the daily operations** of the Water Plant and the Wastewater Plant for the 2022/23 Budget Year based on our current water and sewer flows. Operations Cost is budgeted at \$3.2 million; Water/Sewer flow revenues are budgeted at \$2.2million. City Staff will monitor expenses for operations closely.

Sanitation

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

The increase of 7% to all Residential and Commercial Rates is NOT sufficient to cover the daily operations of the fund. Exhibit D shows the the 3 Year Forecast for Sanitation. Capital purchases for the 3 year forecast are \$355,000 for equipment, improvements to the building and a new Sanitation Truck.

- Revenues for the future two years of the forecast are shown with a 10% increase. With the added growth on Roberts Road, we should be able to keep the increase at 7% to residents and businesses in YE 24 and YE 25..
- Expenses are increased by 5% in upcoming years. Current budget year we are showing a pull on reserves \$100,000 of the increase to operations is a result of fuel, temporary labor and tipping fee increases **due to the volume of refuse we are handling compared to prior years.**

Stormwater

Monthly Fee will increase to \$13.50. Total cost of the 5 Year Capital Improvement Plan is estimated at \$3,947,311. **The 42% increase is sufficient to cover the current year projects and operations for the current budget year.**

- In Budget Year 21-22, the city did not increase Stormwater Fees. During the Budget Cycle for 22-23 City Commission approved a \$4 monthly increase. This increase is necessary to provide funds for \$406,000 worth of Stormwater Improvements in the City. Including a 100% Grant for a \$100,000 Florida Resilient Study.
- In the following two future Budget years "Exhibit B" shows a \$3 monthly increase (22%) each year to provide City Match for \$1.4 million of Grant Revenue to complete projects throughout the City. Factoring in an additional revenue from apartments and housing on Roberts Road, this amount should keep enough money in reserves for possible future Grant Matches.
- Operating Expenses were increased 5% over the forecast.

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

LEGAL CONSIDERATIONS/SIGN-OFF: N/A

PERSONNEL: N/A

POLICY/REQUIREMENT FOR BOARD ACTION: N/A

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

Attachments: Resolution 2022-18, Exhibit A to Resolution 2022-18 (Utility Forecast), Exhibit B to Resolution 2022-18(Stormwater Forecast), Exhibit C to Resolution 2022-18 (Water/Sewer Rate Table), Exhibit D to Resolution 2022-18 (Sanitation Forcast), Exhibit E to Resolution 2022-18
(Sanitation Rates)

RESOLUTION 2022-18

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FOR WATER & SEWER, STORMWATER AND SANITATION FEE INCREASES TO PROVIDE REVENUES THAT WILL BE SUFFICIENT TO OPERATE FINANCIALLY SELF SUPPORTING UTILITIES; REPEALING RESOLUTION 2021-29; PROVIDING FOR CONFLICT; PROVIDING AN EFFECTIVE DATE HEREOF.

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

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

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

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

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

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

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

SECTION 2. The Stormwater Fees should support the expenses of the utility and provide for future infrastructure.

The Revenues needed to be generated for the operation and maintenance, replacement, capital expenditures and debt service of the Stormwater Fund for the budget years beginning October 1, 2022 and ending September 30, 2025 are shown in "Exhibit B" hereto and made a part hereof

SECTION 3 That the rates to be paid for Water and Sewer Services and Stormwater Fees shall be

in accordance with "Exhibit C", attached hereto and made a part hereof.

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

The Revenues needed to be generated for the operation and maintenance and capital replacement expenditures of the Sanitation Fund for the budget years beginning October 1, 2022 and ending September 30, 2025 are shown in "Exhibit D" hereto and made a part hereof

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

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2022.

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

ATTEST:

Suzie Johnston, Mayor

Penny Overstreet, City Clerk

Utility Fund Three Year Forecast

Exhibit A to Resolution 2022-18

	FISCAL YEAR 2022-2023	FISCAL YEAR 2023-2024	FISCAL YEAR 2024-2025
Revenue			
WATER SALES	1,300,000	1,495,000	1,719,250
WATER SERVICE BASE CHARGE	1,840,000	2,116,000	2,433,400
SEWAGE SERVICE	970,000	1,115,500	1,282,825
SEWER BASE FEES	1,263,400	1,452,910	1,670,847
SRF Loan for WWTP	8,200,000	4,800,000	
ARPA Funds for Qualified Projects	1,417,500		
SJRWMD Grant	500,000		
Projects qualified for Restricted Impact Fees	265,000	1,500,000	1,500,000
Future Grants		500,000	750,000
OTHER REVENUE	240,000	276,000	317,400
Total Revenues	\$ 15,995,900	\$ 13,255,410	\$ 9,673,722
Expense			
Operating Expense	3,265,973	3,510,921	3,774,240
5-Year Capital Plan	11,674,200	9,772,000	5,372,000
Debt Service	524,602	864,600	864,600
Total Expenses	\$ 15,464,775	\$ 14,147,521	\$ 10,010,840
Revenues Less Expenditures	\$ 531,125	\$ (892,111)	\$ (337,119)

Utility Fund Three Year Forecast

THREE YEAR FORECAST TOTALS

Revenue		
WATER SALES	4,514,250	11.60%
WATER SERVICE BASE CHARGE	6,389,400	16.41%
SEWAGE SERVICE	3,368,325	8.65%
SEWER BASE FEES	4,387,157	11.27%
Total Service Fees	18,659,132	47.94%
*Secure Loan for WWTP	13,000,000	33.40%
Grant Revenues	3,167,500	8.14%
Projects qualified for Restricted Impact Fees	3,265,000	8.39%
Total Received from Other Sources	19,432,500	49.92%
OTHER REVENUE	833,400	2.14%

Total Revenues \$ 38,925,032

Expense		
Operating Expense	10,551,134	26.63%
*5-Year Capital Plan	26,818,200	67.68%
Debt Service	2,253,802	5.69%

Total Expenses \$ 39,623,136

Revenues Less Expenditures \$ (698,105)

Capital Project Expense	26,818,200	
Debt Service Expense	2,253,802	
ARPA Funds	1,417,500	4.88%
Total from Loans, Grants, Impact Fees	18,015,000	61.97%
Total required from User Fees	9,639,502	33.16%
Forecasted Base Fees	10,776,557	
Used to offset Operations	1,137,055	

Operating Expenses	10,551,134
Forecasted Water and Sewer Flow Fees	7,882,575
Other Revenues	833,400
Shortfall	(1,835,159)

Stormwater Fund Three Year Forecast

Exhibit B to Resolution 2022-18

	FISCAL YEAR 2022-2023	FISCAL YEAR 2023-2024	FISCAL YEAR 2024-2025
Revenue			
CHARGES FOR SERVICE	735,000	1,002,222.22	1,224,938.27
GRANTS	100,000	1,479,000	200,000
OTHER REVENUE	4,500	4,635	4,774
Total Revenues	\$ 839,500	\$ 2,485,857	\$ 1,429,712
Expense			
Operating Expense	304,400	319,620	335,601
5-Year Capital Plan	406,760	2,540,551	500,000
Debt Service	118,404	119,000	120,000
Total Expenses	\$ 829,564	\$ 2,979,171	\$ 955,601
Revenues Less Expenditures	\$ 9,936	\$ (493,314)	\$ 474,111

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

SCHEDULE W1. CONNECTION CHARGES

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

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

SCHEDULE W2. METER DEPOSITS

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

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

Charge	Charges Inside City Limits		Charges Outside the City Limits	
	Current Rate	Proposed Rate	Current Rate	Proposed Rate
Water Base	33.85	34.43	50.78	51.65
*Gallons 0-2000	5.10	5.19	7.65	7.78
*2001-8001	7.99	8.13	11.99	12.19
*8001-up	9.62	9.79	14.43	14.68

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

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

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

Charge with LBTR	Charges Inside City Limits		Charges Outside the City Limits	
	Current Rate	Proposed Rate	Current Rate	Proposed Rate
Water Base	33.85	34.43	50.78	51.65
Plus Flow Charge per 1000 Gallons	10.20	10.38	15.30	15.56

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

SCHEDULE W5. MONTHLY CHARGES FOR IRRIGATION METERS

Charge	Charges Inside City Limits	
	Current Rate	Proposed Rate
Water Base	33.85	34.43
*Gallons 0-2000	5.10	5.19
*2001-8001	7.99	8.13
*8001-up	9.62	9.79

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

SCHEDULE W6. RESERVED

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

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

SCHEDULE W8. CHARGES AND FEES

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

SCHEDULE W9. INTEREST

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

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

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

SCHEDULE S1. CONNECTION CHARGES

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

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

SCHEDULE S2. MONTHLY CHARGES FOR SEWER--RESIDENTIAL

System Type	Charges Inside City Limits		Charges Outside the City Limits	
	Current Rate	Proposed Rate	Current Rate	Proposed Rate
<u>Single Meter</u>				
Sewer Base	21.91	22.29	32.87	33.43
<i>Plus</i> Flow Charge per 1000 Gallons	6.78	6.90	10.17	10.34
<u>Multiple Users on Single Meter</u>		-	-	-
Sewer Base	21.91	22.29	32.87	33.43
<i>Plus</i> Flow Charge per 1000 Gallons	6.78	6.90	10.17	10.34
<u>Low Pressure</u>		-		-
Sewer Base	36.74	37.37	55.11	56.06
<i>Plus</i> Flow Charge per 1000 Gallons	10.17	10.34	15.26	15.52

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

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

SCHEDULE S3. MONTHLY CHARGES FOR SEWER—COMMERCIAL

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

Meter Size (Inches)	Current Rate	Proposed Rate
5/8"		
Sewer Base	53.44	54.36
<i>Plus</i> Flow Charge per 1000 Gallons	6.78	6.90
3/4"	-	-
Sewer Base	53.44	54.36
<i>Plus</i> Flow Charge per 1000 Gallons	6.78	6.90
1"	-	-
Sewer Base	77.32	78.65
<i>Plus</i> Flow Charge per 1000 Gallons	6.78	6.90
1 1/2"	-	-
Sewer Base	151.84	154.45
<i>Plus</i> Flow Charge per 1000 Gallons	6.78	6.90
2"	-	-
Sewer Base	274.10	278.81
<i>Plus</i> Flow Charge per 1000 Gallons	6.78	6.90
3"	-	-
Sewer Base	763.21	776.33
	6.78	6.90

Exhibit C to Resolution 2022-18

4"	-	-
Sewer Base	1,007.85	1,025.18
<i>Plus</i> Flow Charge per 1000 Gallons	6.78	6.90
6"	-	-
Sewer Base	1,092.97	1,111.77
<i>Plus</i> Flow Charge per 1000 Gallons	6.78	6.90
8"	-	-
Sewer Base	1,215.22	1,236.13
<i>Plus</i> Flow Charge per 1000 Gallons	6.78	6.90

SCHEDULE S4. INTEREST

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

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

<p>STORMWATER FEE SCHEDULE</p> <p>Fees are based on ERU (Equivalent Residential Unit) of 2,049 square feet</p> <p>Current Rate per ERU: \$9.50</p> <p>Proposed Rate per ERU: \$13.50</p>

Sanitation Fund Three Year Forecast

Exhibit D to Resolution 2022-18

	FISCAL YEAR 2022-2023	FISCAL YEAR 2023-2024	FISCAL YEAR 2024-2025
Revenue			
CHARGES FOR SERVICE	1,234,576	1,358,034	1,493,837
RECYCLE FEE	110,424	121,466	133,613
OTHER REVENUE	63,300	69,630	76,593
Total Revenues	\$ 1,408,300	\$ 1,549,130	\$ 1,704,043
Expense			
Operating Expense	1,480,128	1,554,134	1,600,758
5-Year Capital Plan	30,000	325,000	-
Debt Service	103,608	-	-
Total Expenses	\$ 1,613,736	\$ 1,879,134	\$ 1,600,758
Revenues Less Expenditures	\$ (205,436)	\$ (330,004)	\$ 103,285

The Fee Schedule for Solid Waste Collection Shall Be:

Residential Service

Per single family residential unit \$21.81

Residential Recycle Fee \$2.14

Customers with LBTR's will follow TOTE SERVICE

Tote Service (Tippy Carts)

Number of Totes (65-gallons)	Weekly Pickup		
	2	3	4
1	33.83	51.79	69.76
2	69.76	105.67	141.58
3	105.67	159.54	213.42
4	141.58	213.41	285.26
5	177.51	267.33	357.10

Additional Tippy Carts will be billed at \$17.86 per cart per pick-up

Commercial Container

Container Sizes (Cubic Yards)	Weekly Pickup					Special Pickup Each
	2	3	4	5	6	
2	146.17	220.30	294.43	368.56	442.69	37.89
4	294.43	455.88	617.26	758.94	946.67	70.36
6	442.69	678.23	913.81	1,149.32	1,384.86	102.84
8	590.90	900.61	1,210.29	1,520.00	1,829.63	135.31

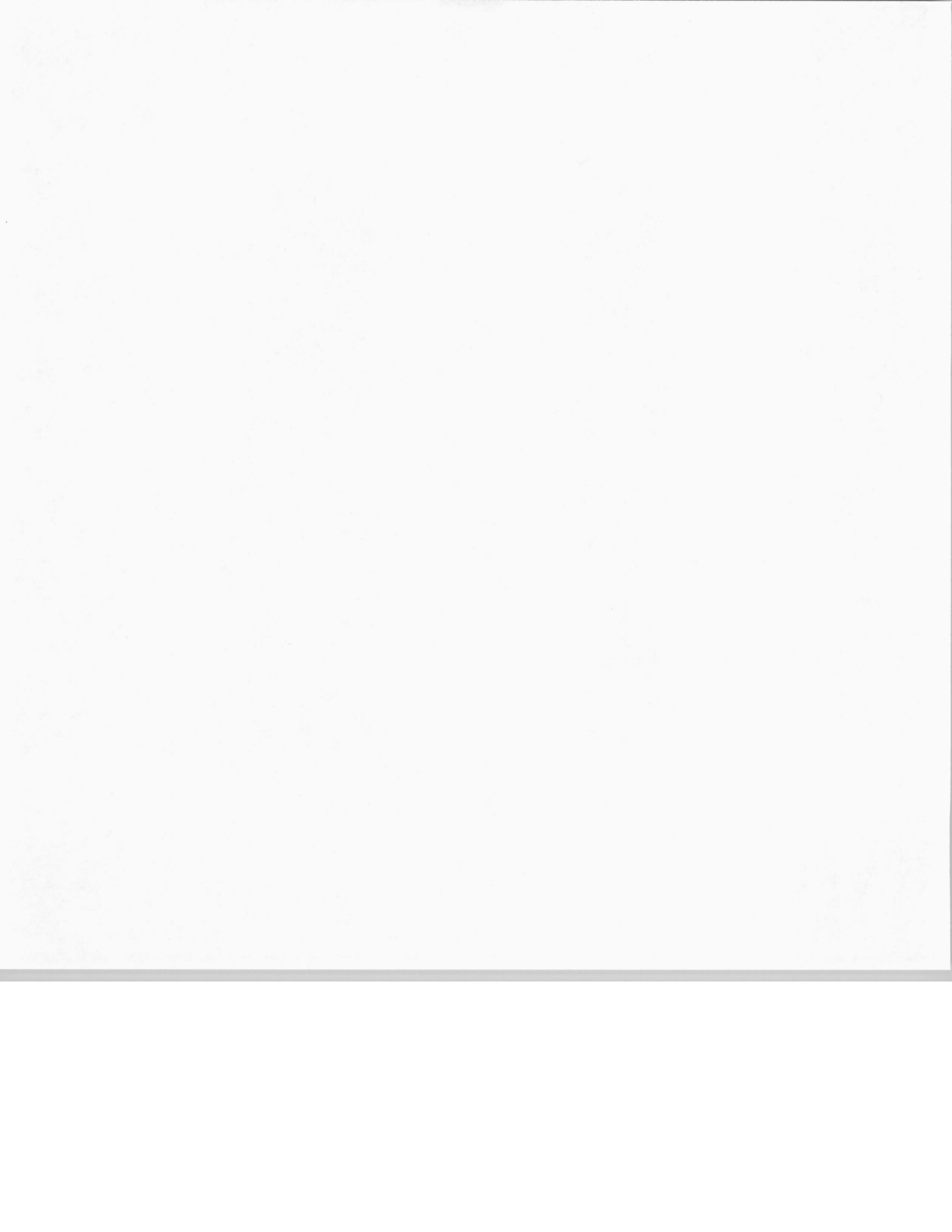
Special Pickup Service

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

The cost for a special pickup service for yard waste shall be \$171.20 for a full load and \$85.60 for a partial load, per pick up.

Applying to all Service

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



#11

ORDINANCE NO. 2022-10

AN ORDINANCE OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING CHAPTER 6, ARTICLE V OF THE CODE OF ORDINANCES TO PROHIBIT SMOKING IN CITY OWNED PUBLIC PARKS AND BEACHES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE

WHEREAS, City of Flagler Beach Code of Ordinances, Chapter 6, “Beaches and Recreation,” Article V, “Rules and Regulations for Parks,” Section 6-73, “Prohibited Activities,” sets forth various activities that are prohibited within city parks; and

WHEREAS, CS/HB 105, which was approved by the Governor on June 24, 2022 and which became effective July 1, 2022, amended the Florida Clean Air Act to provide that counties and municipalities may restrict smoking within the boundaries of any public beaches and public parks that they own; and

WHEREAS, in CS/HB 105, the Florida legislature expressly provided that counties and cities may not restrict the smoking of unfiltered cigars at public parks and beaches; and

WHEREAS, according to the Truth Initiative, America’s largest nonprofit public health organization, cigarette butts have consistently made up between 30 and 40 percent of all items collected in annual international coastal and urban cleanups and cigarette butts have the longstanding distinction of being the most littered item on earth; and

WHEREAS, 98 percent of cigarette filters are made of plastic fibers which only degrade under severe biological circumstances; and

WHEREAS, in practice, cigarette butts discarded in public places do not biodegrade; and

WHEREAS, the City Commission desires to protect the aesthetic beauty and environmental health of the City’s public parks and beaches; and

WHEREAS, the exposure to second hand smoke is known to cause numerous health problems and has been causally linked to cancer and other potentially fatal diseases; and

WHEREAS, the City Commission desires to enable residents and visitors to enjoy the City’s public parks without exposure to unhealthy second hand smoke; and

WHEREAS, the City Commission finds that this Ordinance serves the public interest and is necessary and appropriate to protect public health, safety, and welfare.

46 **NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE**
47 **CITY OF FLAGLER BEACH, FLORIDA THAT:**
48

49 **SECTION 1.** The City of Flagler Beach Code of Ordinances, Chapter 6, "Beaches and
50 Recreation," Article V, "Rules and Regulations for Parks," Section 6-73, "Prohibited Activities,"
51 is hereby amended as follows (note: strikethrough text indicates deletions, underline text indicates
52 additions, ellipses (***) identify text that remains unchanged and that is not reprinted herein):
53

54 **Sec. 6-73. - Prohibited activities.**
55

56 It shall be prohibited for any person in a public park or recreation area to:
57

58 (1) Mark, deface, disfigure, injure, tamper with or displace or remove any
59 buildings, bridges, tables, benches, fireplaces, railings, paving or paving
60 materials, water lines, park signs, notices, placards, equipment or other public
61 utilities.
62

63 (2) Dig or remove any soil, rock, sand, stones, trees, shrubs or plants or other
64 wood or materials, or make any excavation by tool, equipment, blasting or other
65 means or agency.
66

67 (3) Damage, cut, carve, mark, transplant or remove any plant, or injure the bark,
68 or pick flowers or seed of any tree or plant, dig in or otherwise disturb grass areas,
69 or in any other way injure the natural beauty or usefulness of any area.
70

71 (4) Construct or erect any building or structure of whatever kind, whether
72 permanent or temporary, or run or string any public service utility into, upon, or
73 across such lands, except on written approval of the city.
74

75 (5) Throw, discharge, or otherwise place or cause to be placed in the waters of
76 any fountains, pond, lake, stream or other body of water in or adjacent to any park
77 or any tributary, stream, storm sewer, or drain flowing into such water, any
78 substance, matter or thing, liquid or solid, which will or may result in the
79 degradation of the quality of said waters.
80

81 (6) Bring into, dump, deposit or leave any bottles, broken glass, ashes, paper,
82 boxes, cans, dirt, rubbish, waste, garbage, or refuse, or other trash. Trash shall be
83 placed in the proper receptacles where available. If receptacles are not available,
84 all waste shall be carried away from the park by the person responsible for its
85 presence, and properly disposed of elsewhere.
86

87 (7) Possess, hunt, molest, harm, frighten, kill, trap, pursue, chase, tease, shoot or
88 throw missiles at any animal, wildlife, reptile or bird or their eggs or nests.
89

90 (8) Ride a horse.
91

- 92 (9) Walk a domestic animal without a leash, which leash shall not exceed eight
93 (8) feet in length. Leashes are not required within designated dog parks. The
94 owner or person having custody of any domestic animal shall be responsible for
95 removal of any animal solid waste.
96
- 97 (10) Drive any motorized vehicle on any area except the designated park roads or
98 parking areas, or such areas as may on occasion be specifically designated as
99 temporary areas.
100
- 101 (11) Drive a motor vehicle in excess of the posted speed limit in a park or
102 recreation facility.
103
- 104 (12) Park a motorized vehicle anywhere except in a designated parking area.
105
- 106 (13) Park a vehicle overnight.
107
- 108 (14) Bicycles shall be placed in designated bicycle racks.
109
- 110 (15) Wash any vehicles or use county water for other than for drinking or sanitary
111 reasons.
112
- 113 (16) Possess or discharge any instrument that fires a potentially dangerous
114 projectile, gas or liquid.
115
- 116 (17) Process, explode, discharge or burn within, or bring into any park area any
117 fireworks or other potentially dangerous flammable material, except charcoal
118 lighter fluid, unless authorized by a special events permit. In an emergency, the
119 discharge of distress signals is permitted. The use of charcoal lighter fluid is only
120 permitted in designated barbeque pits.
121
- 122 (18) Expose or offer for sale any article or thing, nor shall any person station or
123 place any stand, cart or vehicle for the transportation, sale or display of any such
124 article or merchandise within the limits of any park or recreation area. Exception
125 is made as to any regularly licensed concessionaire acting by and under the
126 authority and regulation of the city.
127
- 128 (19) Kindle, build, maintain or use a fire except in places provided for such
129 purposes. Any fire shall be continuously under the care and direction of a
130 competent adult from the time it is kindled until it is extinguished. No person
131 shall throw away or discard any lighted match, cigar, cigarette, tobacco, paper or
132 other material within or against any building, boat or vehicle, or near any tree or
133 underbrush.
134
- 135 (20) Possess or consume alcoholic beverages.
136

137 (21) Smoke cigarettes, filtered cigars, or pipes, or use any other devices to inhale
138 smoke from burning tobacco products within a city owned public park, beach, or
139 boardwalk, unless such activity occurs in an area designated for smoking or tobacco use
140 by posted signage. For purposes of this paragraph, the term smoking shall mean the
141 inhaling, exhaling, burning, carrying, or possessing any lighted tobacco product.

142
143 (22) Solicit alms or contributions for any purpose, whether public or private.

144
145 (23) Play any game of chance or have possession of any instrument or device for
146 gambling.

147
148 (24) Sell or offer for sale alcoholic beverages.

149
150 (25) Camp or stay overnight.

151
152 (26) Sleep or lounge on seats, or benches, or other areas, or engage in loud,
153 boisterous, threatening, abusive, insulting, or indecent language or engage in any
154 disorderly conduct or behavior tending to breach the public peace.

155
156 (27) Fail to exhibit, upon request by city personnel, a valid authorization issued
157 pursuant to this Code.

158
159 (28) Disturb or interfere unreasonably with any person or party occupying any
160 area or participating in authorized activities.

161
162 (29) Erect or occupy any tent, stand or other structure in any park or playground,
163 or sell or give away from any such tent, stand or other structure any food, drink or
164 other thing, without city authorization.

165
166 (30) Play or practice golf except in areas designated for this activity.

167
168 (31) Conduct or participate in meetings or events that last longer than one (1)
169 day.

170
171 (32) Conduct or participate in events, projects or activities that could curtail,
172 impede or interfere with the use by others of any park, facility or recreation area.

173
174 **SECTION 2. CODIFICATION.** It is the intent of the City Commission of the City of
175 Flagler Beach that the provisions of this Ordinance shall be codified. The codifier is granted broad
176 and liberal authority in codifying the provision of this Ordinance.

177
178 **SECTION 3. SEVERABILITY.** If any section, sentence, phrase, word or portion of
179 this Ordinance is determined to be invalid, unlawful or unconstitutional, said determination shall
180 not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase,
181 word or portion of this Ordinance not otherwise determined to be invalid, unlawful or
182 unconstitutional.

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

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

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

Suzie Johnston, Mayor

ATTEST:

Penny Overstreet, City Clerk

Ad Preview

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

ORDINANCE NO. 2022-10

AN ORDINANCE OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING CHAPTER 6, ARTICLE V OF THE CODE OF ORDINANCES TO PROHIBIT SMOKING IN CITY OWNED PUBLIC PARKS AND BEACHES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE

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

City Commission:

Second Reading: October 13, 2022 @ 6:00 p.m. or soon thereafter

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

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

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

October 03, 2022

#12

ORDINANCE 2022-11

AN ORDINANCE OF THE CITY OF FLAGLER BEACH, FLORIDA, APPROVING THE FIRST AMENDMENT TO THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF FLAGLER BEACH, FLORIDA AND THE INTERNATIONAL UNION OF POLICE ASSOCIATIONS, FOR THE PERIOD OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2023; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Flagler Beach and the International Union of Police Associations have entered a collective bargaining agreement for the period from October 1, 2021 through September 30, 2024 (the "Collective Bargaining Agreement"); and

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

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

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

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

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

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

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2022.

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

Suzie Johnston, Mayor

ATTEST:

Penny Overstreet, City Clerk

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

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AGREEMENT

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

ARTICLE 1
RECOGNITION

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

ARTICLE 2
NON-DISCRIMINATION

- 2.1 The parties agree not to interfere with the right of any employee covered by this Agreement to become a member, or to refrain from becoming a member, of IUPA. There shall be no discrimination against any employee covered by this Agreement by reason of race, creed, color, national origin, sex, IUPA membership or activity, or lack of IUPA membership or activity, age, or disability.

- 2.2 The City opposes any form of employment discrimination, which is made unlawful under applicable state and Federal law. Any claim of discrimination by an employee against the City, its officers or representatives, shall not be subject to grievance or arbitration under the provision of this contract, but shall be subject only to the method of review prescribed by law.

ARTICLE 3
MANAGEMENT RIGHTS

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

3.8 When filling a ~~temporary vacancy~~ an open twelve hour shift, the City shall offer that shift ~~or assignment~~ to full time bargaining unit employees as an overtime ~~assignment~~ shift and it shall be given to full time police officers based on seniority and availability.

3.9 Temporary vacancies shall be filled in the discretion of management based on scheduling availability and workloads. For purposes of this Article, a temporary vacancy shall mean a position unfilled due to staffing constraints or leave for longer than a twelve hour shift.

3.10 The City may utilize part time/reserve police officers, to temporarily augment manpower requirements to cover special events, natural disasters, and other circumstances where additional manpower may be necessary for the protection and welfare of citizens.

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ARTICLE 4
WORK STOPPAGES

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

ARTICLE 5
PERSONNEL RECORDS

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

ARTICLE 6
HOURS OF WORK AND OVERTIME

The following provisions shall govern hours of work and overtime:

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

Commented [DS1]: This is an editorial correction. These changes were approved in the 2021 negotiation but were inadvertently omitted from the final draft.

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

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

ARTICLE 7

MILEAGE ALLOWANCE AND TAKE HOME VEHICLES

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

ARTICLE 8
DISCIPLINE AND DISCHARGE

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

ARTICLE 9
RANDOM DRUG TESTING

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

- 9.4 Random Testing Procedure: The random selection process will be conducted at City Hall on the first Monday of each Month (on the first Tuesday in the case of a City holiday on the 1st Monday). The Commanding Officer of the Police Department and a member of the Union will make the random selection. Each employee will have a specific number that identifies him/her and the selection will be conducted randomly, with all parties present. Should the Commanding Officer of the Police Department become unavailable (vacations, illness, etc.) his/her representative will be present for the random selection. The randomly selected employee shall be contacted during their next regularly scheduled duty assignment day/night and instructed to respond to the City's contracted and licensed provider for testing. The selected employee will be accompanied by a Police Supervisor as designated by the Commanding Officer of the Police Department when staffing allows.
- 9.5 Drugs to be tested for: When an employee or applicant is required to take a drug/alcohol test as required in Section 9.2 of this agreement, a urinalysis test will be given to detect the presence of the following;
- a. Alcohol (Ethanol)
 - b. Amphetamines
 - c. Barbiturates (e.g., Amobarbital, Butabarbital, Phenobarbital, Secobarbital)
 - d. Benzodiazepines
 - e. Benzoyllecgonine (Cocaine)
 - f. Creatine
 - g. Methadone
 - h. Opiates (e.g., Codeine, Heroin, Morphine, Mydromorphone, Hydrocodone)
 - i. Oxycodone and/or Oxymorphone
 - j. THC (Marijuana Metabolite)
- 9.6 Collection Location and Cost: The City shall select the certified lab/testing facility and will incur the financial costs associated with random drug testing.
- 9.7 Confidentiality of Test Results: All information from an employee's drug and alcohol test is considered confidential and only the City's Human Resource Director will be informed of the test results. The results of a positive test for alcohol or drugs shall not be released until the results are confirmed.
- In any case where the test results may warrant disciplinary action and/or termination proceedings, the test results will be provided to the Commanding Officer of the Police Department.
- 9.8 Refusal to Consent to Testing: Any employee under this agreement that refuses to consent to a drug and/or alcohol test as outlined in Section 9.2 is subject to disciplinary action up to and including termination. The reason for the refusal shall be considered in determining the appropriate disciplinary action. Probationary employees that refuse to consent to random testing or test positive for alcohol or drugs will be dismissed.

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

ARTICLE 10
INSURANCE

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

ARTICLE 11
LEAVE OF ABSENCE

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

ARTICLE 12

WORKER'S COMPENSATION BENEFITS

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

ARTICLE 13
VACATIONS

13.1 Eligibility and rate of earning.

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

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

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

13.2 Using vacation time.

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

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

13.3 Request for leave.

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

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

13.4 Annual vacation may be granted for the following purposes.

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

13.5 Unused Vacation Time.

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

13.6 Unused Vacation Time.

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

ARTICLE 14
SICK LEAVE

- 14.1 Eligibility and rate of earning.
- A. Each employee will earn sick leave at the rate of twelve (12) hours per month.
 - B. Sick leave may be taken during the employee's probationary period.
 - C. Sick leave will not be granted in advance of accrual.
 - D. Sick leave will not be considered as time worked for overtime computation.
- 14.2 Charging leave.
- A. Sick Leave will be charged to the employee in increments of no less than one (1) hour.
 - B. Should a holiday occur during sick leave, it shall not be charged as sick leave.
- 14.3 Request for leave.
- A. To receive compensation while on sick leave, the employee shall notify his/her immediate supervisor, or the Commanding Officer of the Police Department, in accordance with departmental regulations. Any employee must notify the department within the established time limit set by the Commanding Officer of the Police Department. This provision may be waived if the employee submits to the Commanding Officer of the Police Department evidence that would have made it impossible to give such notification.
 - B. The Commanding Officer of the Police Department may request a physician's certificate to verify the illness of any employee on sick leave for three (3) days or more of absence within a 30 day period.
- 14.4 Use of sick leave may be granted for the following reasons:
- A. Personal injury, employee pregnancy or illness of the employee, provided this meets ADA requirements.
 - B. Medical, dental, optical or chiropractic examination or treatment when it is not possible to arrange the appointment for off-duty hours.
 - C. Exposure to contagious disease, which would endanger others as determined by a physician.

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

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

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

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

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

ARTICLE 15
MISCELLANEOUS LEAVES

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

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

15.2 MILITARY LEAVE

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

15.3 COURT

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

15.4 MATERNITY LEAVE

Both parties agree to abide by Federal Law.

15.5 DO NOT REPORT EVENTS AND FLEX DAYS

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

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

ARTICLE 16

HOLIDAYS

16.1 The City will recognize the following as paid holidays:

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

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

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

ARTICLE 17
BEREAVEMENT LEAVE

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

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

ARTICLE 18

VOTING

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

ARTICLE 19
SENIORITY

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

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

ARTICLE 20
PROMOTIONS

- 20.1 Whenever a budgeted promotional vacancy exists in a Corporal or Sergeant classification, the Commanding Officer of the Police Department upon conferring with the City Manager shall promote an employee to fill such vacancy within thirty (30) days, from an existing eligibility list, if a valid eligibility list is in existence. Should there exist no valid eligibility list at the time a budgeted promotional vacancy occurs, the City shall establish a new eligibility list within sixty (60) days. Upon certification of the new eligibility list, the budgeted promotional vacancy shall be filled. An eligibility list shall remain in effect for a period of one (1) year.
- 20.2 The Commanding Officer of the Police Department will announce promotional examinations at least forty-five (45) days in advance of said examinations and provide the name of the test with the publication date and/or series number.
- 20.3 The City agrees that upon execution of this agreement the promotional probationary period shall be of six (6) month duration and cannot be extended except when the probational employee is incapacitated because of illness or injury.
- 20.4 Promotions will be made from an eligibility list, the ranking of which will be determined by the following:
- Experience - 1 point per year of paid police service not to exceed 20 points.
 - Oral Board - This board will consist of an officer selected by the Commanding Officer of the Police Department from an outside Police Agency, an officer selected by the bargaining unit from an outside Police Agency and a member selected by the first two members from an outside Police Agency. The Board will award a score not to exceed 90 points.
 - Written Test - This test will be a professionally developed from Florida Law and the Flagler Beach Police Department's Policy and Procedure manual for the open rank. The written test shall account for a score not to exceed 90 points. The written test shall be comprised of ninety questions. Thirty questions shall be on the subject of Florida State Statutes, thirty questions shall be on the subject of departmental policies, and thirty questions shall be on the subject of a leadership book chosen by the Commanding Officer of the Police Department and provided to eligible candidates.
- 20.5 The points will be totaled for each officer and the officer will be placed on the eligibility list upon obtaining an overall minimum score of 140 points.
- 20.6 Selection - The City Manager upon recommendation from the Commanding Officer of the Police Department shall select an officer for promotion from among the three highest scoring candidates.

20.7 An officer will be eligible to take the promotion test for Sergeant upon obtaining one of the following criteria:

1. five consecutive years paid full-time experience with three of these years consecutive-years of paid full-time law enforcement service with the Flagler Beach Police Department; or

2. ten consecutive years paid full-time experience with two of these years consecutive-years of paid full-time law enforcement service with the Flagler Beach Police Department.

For the purpose of this contract, the term "consecutive" shall mean a break in service no longer than sixty (60) days.

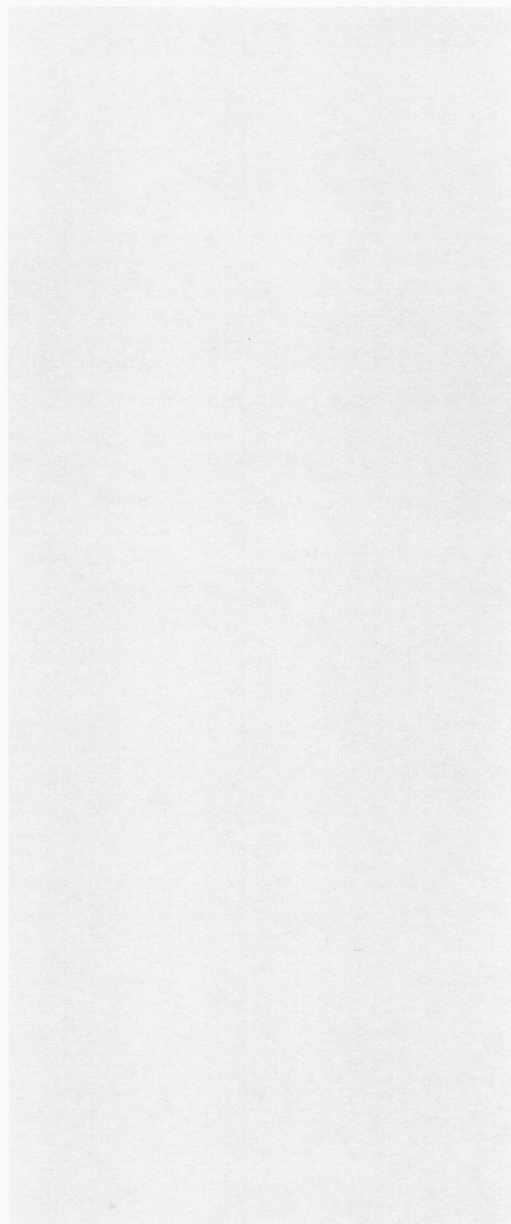
In the event a Corporal position exists, an officer will be eligible to take the promotion test for Corporal upon obtaining two years of paid consecutive full-time service with the Flagler Beach Police Department.

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ARTICLE 21
BULLETIN BOARD

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



ARTICLE 22
DUES DEDUCTION

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

ARTICLE 23
IUPA REPRESENTATIVE

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

ARTICLE 24
WORKING OFF DUTY

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

ARTICLE 25
INDIVIDUAL RIGHTS

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

ARTICLE 26

INTERNAL INVESTIGATIONS AND OBLIGATIONS TO THE PUBLIC

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

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

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

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

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

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

ARTICLE 27

GRIEVANCE AND ARBITRATION PROCEDURE

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

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

B Grievances shall be presented in the following manner:

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

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

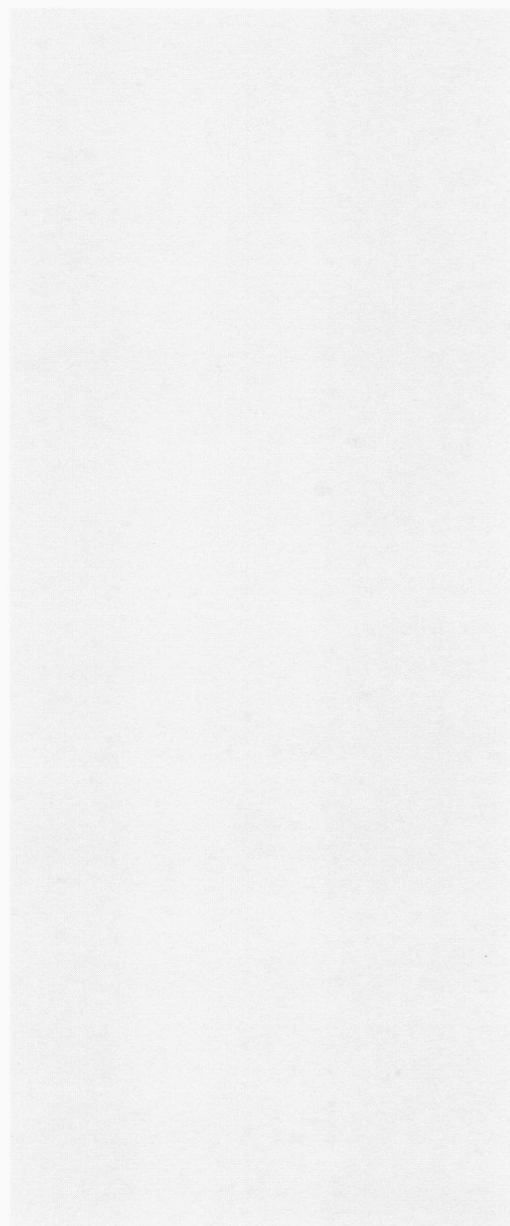
- Step 5. The City and the employee and IUPA shall mutually agree in writing, to the statement of the grievance to be arbitrated prior to the arbitration hearing, and the arbitrator thereafter shall confine his decision to the particular grievance thus specified. In the event the parties fail to agree on the statement of the grievance to be submitted to the arbitrator, the arbitrator will confine his consideration and determination to the written statement of the grievance presented in Step 2 above. The arbitrator shall have no authority to consider, or rule upon, any matter which a grievance is not as defined in this Agreement, nor shall this Collective Bargaining Agreement be construed by the arbitrator to supersede applicable laws in existence at the time of signing of this Agreement, except to the extent as specifically provided herein.
- Step 6. Each party shall bear the expense of its own witness and of its own representatives for the purpose of the arbitration hearing. The impartial arbitrator's fee and related expenses, and expenses in obtaining a hearing room, if any, shall be divided equally between the parties. Any party desiring a transcript must pay the cost unless both parties mutually agree to share the cost.
- Step 7. The Arbitrator's award shall be final and binding on both parties.

ARTICLE 28
SEVERABILITY CLAUSE

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

ARTICLE 29
RULES AND REGULATIONS

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



ARTICLE 30
PENSION PLAN

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

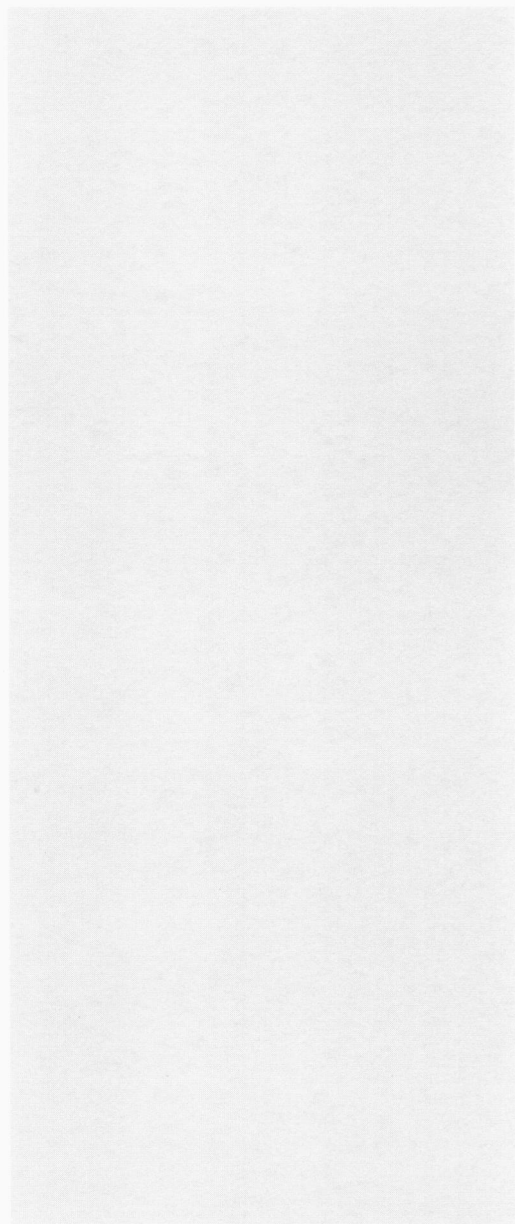
ARTICLE 31
SAVINGS CLAUSE

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

ARTICLE 32
EQUIPMENT

- 32.1 Each marked police vehicle, excluding police motorcycles will be equipped with the following equipment:
- A. Siren
 - B. Overhead lighting that rotates or flashes giving off adequate light to indicate that the vehicle is a police vehicle.
 - C. [Reserved]
 - D. [Reserved]
 - E. Fire Extinguisher
 - F. [Reserved]
 - G. First Aid kit
 - H. Storage Container
 - I. Flashlight with baton for traffic direction
 - J. Leg Cuffs
- 32.2 Each unmarked vehicle will be equipped with the following:
- A. Siren
 - B. Dash/roof rotating/flashing emergency light giving off adequate light to indicate that the vehicle is a police vehicle.
 - C. [Reserved]
 - D. Fire Extinguisher
 - E. [Reserved]
 - F. First Aid kit
 - G. Storage Container
 - H. Flashlight with baton for traffic direction
 - I. Leg Cuffs

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



ARTICLE 33
UNIFORMS AND EQUIPMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 34

EDUCATION

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

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

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

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

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

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

ARTICLE 35

TRAINING

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

ARTICLE 36
COMPENSATION

- 36.1 All permanent employees will receive a ~~twosix~~ point ~~ninesix~~ percent (~~2.96.6~~%) adjustment to his/her base salary, effective 1 October ~~2024~~2022 for fiscal year ~~2024~~2022/2023.
- 36.2 This article shall be reopened during the ~~2024~~2022/2023 fiscal year and the parties shall negotiate base salary adjustments for the ~~2022/2023 and~~ 2023/2024 fiscal ~~years~~year.
- 36.3 Longevity Pay: Employees who have completed two (2) years of continuous, active service will receive a two percent (2%) pay adjustment upon the anniversary of their employment with the Flagler Beach PD. Once so established, longevity pay will then be applied every two (2) years of active, continuous service at the same rate.
- 36.4 When an employee is promoted to the next higher rank, the employee will receive a minimum of a five percent (5%) increase to their base salary.
- 36.5 Beginning salary for new hires will be ~~\$17.70~~ \$22.00 an hour beginning 1 October, ~~2024~~2022. After satisfactorily completing a one (1) year probation period, he/she will receive an additional 3.5% percent increase to their hourly wage. Beginning 1 October, 2022, every current member of the bargaining unit shall receive an increase of \$3.13 to their hourly wage rate.
- 36.6 Detective On-Call: Any Detective who is required to be on call for at least forty (40) hours during any pay period shall receive \$25.00 on-call pay for that pay period.

ARTICLE 37
PROBATIONARY PERSONNEL

- 37.1 All new members in the department shall serve a probationary period of one (1) year in duration; which may be extended up to six (6) months, upon recommendation of Field Training Officer, Supervisor or Commanding Officer of the Police Department. ~~Probationary~~Except as otherwise provided herein, the probationary period will begin from date of successful completion of Field Training and will not exceed eighteen (18) months from date of hire. The probationary period may be extended beyond eighteen (18) months upon the recommendation of the Commanding Officer of the Police Department for a period equivalent to the length of time a probationary employee is unable to perform regular law enforcement duties due to leave or light duty assignment, either of which lasts for a period in excess of ten (10) calendar days. Probationary employees shall not be entitled to any seniority or tenure rights during the probation period, but during such period they shall be subject to all other terms and conditions of this agreement and applicable Personnel Rules and Regulations.
- 37.2 Upon completion of said probation period, members shall be known as permanent members and notified of such in writing, and seniority rights and tenure shall accrue from commencement of the full time probationary period and shall be considered a part of such member's seniority rights.

ARTICLE 38

TEMPORARY ASSIGNMENT TO A HIGHER CLASSIFICATION

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

ARTICLE 39
TERM OF AGREEMENT

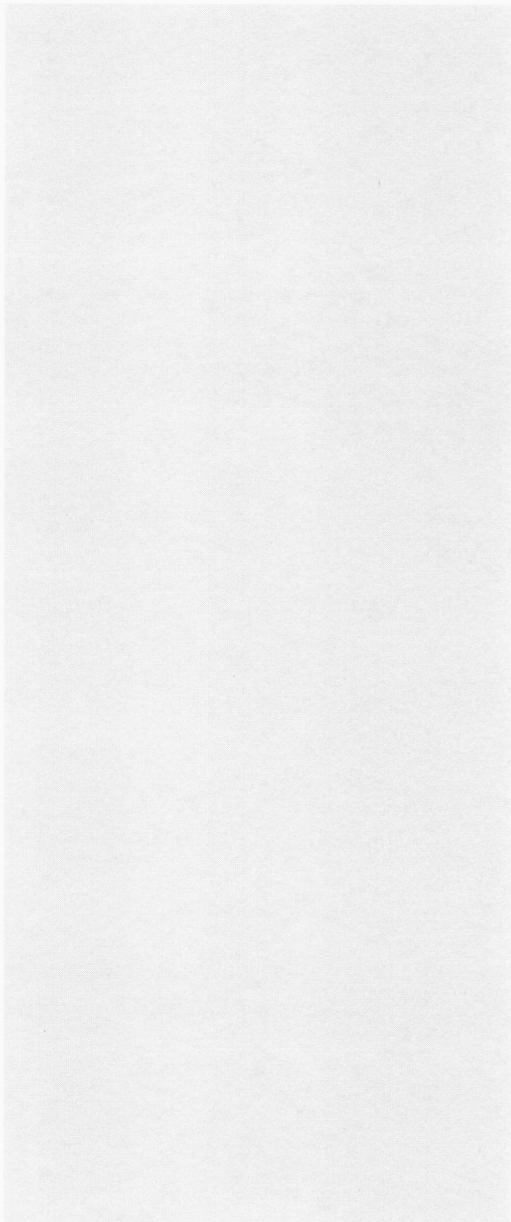
This agreement will become effective upon execution hereof and shall remain in full force until the 30th day of September 2024, or until a new contract is agreed upon, and from year to year thereafter unless terminated or modified. Upon written consent of both parties, up to two articles in addition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

ARTICLE 40
SIGNATURES AND ATTEST

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

City of Flagler Beach

International Union of Police Associations.





FLAGLER BEACH CITY COMMISSION

Item No: 13

Meeting Date: October 13, 2022

Issue: Ordinance 2022-12, an ordinance of the City of Flagler Beach, Florida, amending Chapter 2, Administration, Article V, Employee Benefits, Division 1, Section 2-102, Police Officers' Retirement System, of the Code of Ordinances of the City of Flagler Beach; amending Section 1, Definitions, providing for average final compensation to be based on 1/12 of three highest years of average salary; amending Section 6, Benefit Amounts and Eligibility, providing for normal retirement date with twenty (20) years of credited service regardless of age and providing for an increased multiplier; amending Section 15, Maximum Pension, to provide for a maximum annual pension; providing for codification; providing for severability of provisions; repealing all ordinances in conflict herewith and providing an effective date.

From: Police Pension Board

Organization:

RECOMMENDATION: Approve Ordinance 2022-12 on first reading.

BACKGROUND: During the 2021 Collective Bargaining Process, management and the union supported the changes included in this Ordinance. The Commission also discussed and approved the changes contemplated in this Ordinance during its review and approval of the 2021-2024 collective bargaining agreement. At its simplest, level this ordinance is somewhat ministerial in that it is making the change to the pension plan that the Commission has already approved. From management's perspective, the movement from a 25 year to 20-year full-retirement threshold is a significant aid in recruitment and retention. Likewise, the contribution adjustments are expected to help the City remain competitive with our surrounding jurisdictions in recruitment and retention and are not expected to result in additional costs to the City.

BUDGETARY IMPACT:

LEGAL CONSIDERATIONS/SIGN-OFF: Attorney Smith reviewed the ordinance and provided the above summary statement.

PERSONNEL:

POLICY/REQUIREMENT FOR BOARD ACTION: Motion to approve Ordinance 2022-12 on first reading.

IMPLEMENTATION/COORDINATION:

Attachments

- Ordinance 2022-12

ORDINANCE NO. 2022-12

AN ORDINANCE OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING CHAPTER 2, ADMINISTRATION, ARTICLE V, EMPLOYEE BENEFITS, DIVISION 1, SECTION 2-102, POLICE OFFICERS' RETIREMENT SYSTEM, OF THE CODE OF ORDINANCES OF THE CITY OF FLAGLER BEACH; AMENDING SECTION 1, DEFINITIONS, PROVIDING FOR AVERAGE FINAL COMPENSATION TO BE BASED ON 1/12 OF THREE HIGHEST YEARS OF AVERAGE SALARY; AMENDING SECTION 6, BENEFIT AMOUNTS AND ELIGIBILITY, PROVIDING FOR NORMAL RETIREMENT DATE WITH TWENTY (20) YEARS OF CREDITED SERVICE REGARDLESS OF AGE AND PROVIDING FOR AN INCREASED MULTIPLIER; AMENDING SECTION 15, MAXIMUM PENSION, TO PROVIDE FOR A MAXIMUM ANNUAL PENSION; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Flagler Beach and the International Union of Police Associations have ratified a new collective bargaining agreement that includes certain changes to pension benefits as provided for herein; and

WHEREAS, an amendment to the Plan is necessary to permit such new obligations and conditions; and

WHEREAS, the trustees of the City of Flagler Beach Police Officers' Retirement System have requested and approved the amendments provided herein as being in the best interests of the participants and beneficiaries and improving the administration of the Fund, and

WHEREAS, the City Commission has received and reviewed an actuarial impact statement related to this change and attached as such; and

WHEREAS, the City Commission deems it to be in the public interest to provide this change to the Retirement System for its police officers;

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

SECTION 1. Chapter 2, Administration, Article V, Employee Benefits, Division 1, Section 2-102, Police Officers' Retirement System, of the Code of Ordinances of the City of Flagler Beach, is hereby amended by amending Section 1, Definitions, to read as follows:

Section 1. Definitions.

(a) As used herein, unless otherwise defined or required by the context, the following words and phrases shall have the meaning indicated:

[...]

Average final compensation means one-twelfth (1/12) of the average salary of the five (5) best years of the last ten (10) years of credited service prior to retirement, termination, or death, or the career average as a full-time police officer, whichever is greater. Effective 10/1/22, average final compensation shall mean one-twelfth (1/12) of the average salary of the three (3) highest years of credited service prior to retirement, termination or death, or the career average as a full-time police officer, whichever is greater. A year shall be twelve (12) consecutive months.

[...]

SECTION 2. Chapter 2, Administration, Article V, Employee Benefits, Division 1, Section 2-102, Police Officers' Retirement System, of the Code of Ordinances of the City of Flagler Beach, is hereby amended by amending Section 6, Benefit amounts and eligibility, subsection (a), *normal retirement age and date*, and subsection (b), *normal retirement benefit*, to read as follows:

Section 6. Benefit amounts and eligibility.

(a) *Normal retirement age and date.* A member's normal retirement age is the earlier of the attainment of age fifty-five (55) and the completion of ten (10) years of credited service, or Effective 10/1/21, the

attainment of twenty (20) years of Credited Service, regardless of age. Each member shall become one hundred (100) percent vested in his accrued benefit at normal retirement. A member's normal retirement date shall be the first day of the month coincident with or next following the date the member retires from the city after attaining normal retirement.

- (b) *Normal retirement benefit.* A member retiring hereunder on or after his normal retirement date shall receive a monthly benefit which shall commence on the first day of the month coincident with or next following his retirement and be continued thereafter during member's lifetime, ceasing upon death, but with one hundred twenty (120) monthly payments guaranteed in any event. The monthly retirement benefit shall equal three and nineteen one-hundredths (3 19/100) percent of average final compensation, for each year of credited service. Effective 10/1/22 the monthly retirement benefit shall be three and one-half percent (3.5%) for all eligible periods of Credited Service, provided, however, that such benefit shall not exceed ninety (90%) percent of their Average Final Compensation.

[...]

SECTION 3. Chapter 2, Administration, Article V, Employee Benefits, Division 1, Section 2-102, Police Officers' Retirement System, of the Code of Ordinances of the City of Flagler Beach, is hereby amended by amending Section 29, Supplemental benefit component for special benefits; F.S. Ch 185 share accounts., subsection (c), *Allocation of F.S. Ch. 185 Contributions*, to read as follows:

Section 29. Supplemental benefit component for special benefits; F.S. Ch 185 share accounts.

There is hereby established an additional plan component to provide special benefits in the form of a supplemental retirement, termination, death and disability benefits to be in addition to the benefits provided for in the previous sections of this plan, such benefit to be funded solely and entirely by F.S. Ch. 185, premium tax monies for each plan year which are allocated to this supplemental component as provided for in F.S. § 185.35. Amounts allocated to this supplemental component ("share plan"), if any, shall be further allocated to the members as follows:

[...]

(c) *Allocation of monies to share accounts.*

(1) *Allocation of F.S. Ch. 185 contributions.*

a. Effective as of September 30, 2015, the amount of any premium tax monies allocated to the share plan shall be allocated to individual member share accounts as provided for in this subsection. Members retiring on or after October 1, 2014 and prior to September 30, 2015 shall receive an allocation. In addition, all premium tax monies allocated to the share plan in any subsequent plan year shall also be allocated as provided for in this subsection. Effective October 1, 2021, based on mutual consent, the City shall increase its portion of the annual premium tax monies by the lesser of either a fixed amount of thirty thousand dollars (\$30,000), or the total amount of premium tax revenues attributable for that fiscal year. Available premium tax monies shall be allocated to individual member share accounts at the end of each plan year on September 30 (a "valuation date").

[...]

SECTION 4. Specific authority is hereby granted to codify and incorporate this Ordinance in the existing Code of Ordinances of the City of Flagler Beach.

SECTION 5. All Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed.

SECTION 6. If any section, subsection, sentence, clause, phrase of this ordinance, or the particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby.

SECTION 7. This Ordinance shall be effective upon passage; however, the provisions of this Ordinance that are specified to take effect as of a date certain shall take effect as of the date specified herein.

PASSED ON FIRST READING THIS ___ DAY OF _____, 2022.

ADOPTED ON SECOND READING THIS ___ DAY OF _____, 2022.

**CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION**

Suzie Johnston, Mayor

ATTEST:

Penny Overstreet, City Clerk

Penny Overstreet

From: Lance Blanchette <LBlanchette@fbpd.org>
Sent: Wednesday, October 5, 2022 10:30 AM
To: Penny Overstreet
Cc: Pedro Herrera; Drew Smith; Douglas Lozen; Caleb Hynson; Matthew Doughney
Subject: FW: City of Flagler Beach Police Officers' Retirement Plan // Proposed Ordinance Amendment
Attachments: CBA Multiplier Ordinance Amendment (AUG 2022).docx

Penny,

Here is the new Pension Ordinance, as you can see from the string of e-mails below everyone has seen it. Please review and place it on the agenda for the 10/13 meeting. Thank you.

Capt. B.

From: Lance Blanchette
Sent: Thursday, August 18, 2022 2:23 PM
To: Douglas Lozen <Doug.Lozen@foster-foster.com>
Cc: Frank Mega <Frank@hynconsulting.com>; Caleb Hynson <Caleb@hynconsulting.com>; Pedro Herrera <PHerrera@sugarmansusskind.com>; Kevin Peng <Kevin.Peng@foster-foster.com>; Drew Smith <dsmith@shepardfirm.com>; David Arcieri <DArcieri@fbpd.org>
Subject: RE: City of Flagler Beach Police Officers' Retirement Plan // Proposed Ordinance Amendment

Here is the updated version. The age 52 and 25 years have been removed as that is no longer a viable option and was confusing. The only two options for retirement contained within are what was agreed upon.

From: Douglas Lozen <Doug.Lozen@foster-foster.com>
Sent: Tuesday, August 16, 2022 4:32 PM
To: Lance Blanchette <LBlanchette@fbpd.org>
Cc: Frank Mega <Frank@hynconsulting.com>; Caleb Hynson <Caleb@hynconsulting.com>; Pedro Herrera <PHerrera@sugarmansusskind.com>; Kevin Peng <Kevin.Peng@foster-foster.com>; Drew Smith <dsmith@shepardfirm.com>; David Arcieri <DArcieri@fbpd.org>
Subject: Re: City of Flagler Beach Police Officers' Retirement Plan // Proposed Ordinance Amendment

So, no strikeout of the 52/25 normal retirement option?

Get [Outlook for iOS](#)

From: Lance Blanchette <LBlanchette@fbpd.org>
Sent: Tuesday, August 16, 2022 4:02:12 PM
To: Douglas Lozen <Doug.Lozen@foster-foster.com>
Cc: Frank Mega <Frank@hynconsulting.com>; Caleb Hynson <Caleb@hynconsulting.com>; Pedro Herrera <PHerrera@sugarmansusskind.com>; Kevin Peng <Kevin.Peng@foster-foster.com>; Drew Smith <dsmith@shepardfirm.com>; David Arcieri <DArcieri@fbpd.org>
Subject: RE: City of Flagler Beach Police Officers' Retirement Plan // Proposed Ordinance Amendment

CAUTION: External email; exercise caution before clicking links, opening attachments or responding.

Doug,

Attached is the copy I was provided. Let me know if you need additional info.

Lance

From: Douglas Lozen <Doug.Lozen@foster-foster.com>
Sent: Tuesday, August 16, 2022 3:46 PM
To: Lance Blanchette <LBlanchette@fbpd.org>
Cc: Frank Mega <Frank@hynconsulting.com>; Caleb Hynson <Caleb@hynconsulting.com>; Pedro Herrera <PHerrera@sugarmansusskind.com>; Kevin Peng <Kevin.Peng@foster-foster.com>; Drew Smith <dsmith@shepardfirm.com>; David Arcieri <DArcieri@fbpd.org>
Subject: Re: City of Flagler Beach Police Officers' Retirement Plan // Proposed Ordinance Amendment

Can I get a copy of that ordinance?

Get [Outlook for iOS](#)

From: Lance Blanchette <LBlanchette@fbpd.org>
Sent: Tuesday, August 16, 2022 3:12:27 PM
To: Douglas Lozen <Doug.Lozen@foster-foster.com>
Cc: Frank Mega <Frank@hynconsulting.com>; Caleb Hynson <Caleb@hynconsulting.com>; Pedro Herrera <PHerrera@sugarmansusskind.com>; Kevin Peng <Kevin.Peng@foster-foster.com>; Drew Smith <dsmith@shepardfirm.com>; David Arcieri <DArcieri@fbpd.org>
Subject: RE: City of Flagler Beach Police Officers' Retirement Plan // Proposed Ordinance Amendment

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I just got off the phone with Mr. Smith, the City Attorney, where he advised the draft ordinance change sent by Pedro was good to go and all we need to do is get the final numbers and get it on the agenda. Please let me know how we need to proceed.

Thank you.

Lance

From: Douglas Lozen <Doug.Lozen@foster-foster.com>
Sent: Tuesday, July 19, 2022 1:06 PM
To: Lance Blanchette <LBlanchette@fbpd.org>
Cc: Frank Mega <Frank@hynconsulting.com>; Caleb Hynson <Caleb@hynconsulting.com>; Pedro Herrera <PHerrera@sugarmansusskind.com>; Kevin Peng <Kevin.Peng@foster-foster.com>
Subject: RE: City of Flagler Beach Police Officers' Retirement Plan // Proposed Ordinance Amendment

Thanks, Lance. I'm copying Caleb, Frank, and Pedro so everyone is in the loop. Once we receive an updated draft ordinance and clarification on how to handle the State Monies, we can provide the required Impact Statement.

Sincerely,

Doug

Douglas H. Lozen, EA, MAAA



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Fort Myers, FL 33912

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www.foster-foster.com

From: Lance Blanchette <LBlanchette@fbpd.org>
Sent: Tuesday, July 19, 2022 12:56 PM
To: Douglas Lozen <Doug.Lozen@foster-foster.com>
Subject: RE: City of Flagler Beach Police Officers' Retirement Plan // Proposed Ordinance Amendment

CAUTION: External email; exercise caution before clicking links, opening attachments or responding.

I believe we need to amend this language as the 52/25 has been replaced and is no longer a relevant option, the 55/10 and the 20 and out are now the only options.

From: Douglas Lozen <Doug.Lozen@foster-foster.com>
Sent: Friday, July 15, 2022 12:39 PM
To: Lance Blanchette <LBlanchette@fbpd.org>
Cc: Caleb Hynson <Caleb@hynconsulting.com>; Pedro Herrera <PHerrera@sugarmansusskind.com>; Jessica De la Torre Vila <jess@sugarmansusskind.com>; Kevin Peng <Kevin.Peng@foster-foster.com>; Johnny Bingham <JBingham@fbpd.org>
Subject: RE: City of Flagler Beach Police Officers' Retirement Plan // Proposed Ordinance Amendment

Hi Lance,

Following up to see if we should move forward with the Impact Statement.

As we were reacquainting ourselves with the proposed changes, Section 6 of the attached document still includes a Normal Retirement option based on the attainment of Age 52 with the completion of 25 years of Credited Service. Please see Lance's March 17, 2022 email response in the below chain advising that the "20 and out" proposal will replace the 52/25 option.

My question is whether we should keep the 52/25 language or whether a revised amendment is needed with this option stricken from Section 6.

Sincerely,

Doug

Douglas H. Lozen, EA, MAAA



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Fort Myers, FL 33912

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www.foster-foster.com

From: Johnny Bingham <JBingham@fbpd.org>
Sent: Friday, May 27, 2022 3:36 PM
To: Douglas Lozen <Doug.Lozen@foster-foster.com>
Cc: Lance Blanchette <LBlanchette@fbpd.org>; Caleb Hynson <Caleb@hynconsulting.com>
Subject: Re: City of Flagler Beach Police Officers' Retirement Plan // Proposed Ordinance Amendment

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Looks good, we will address the language change at our next negotiations

Thank you

Johnny Bingham

Sent from my iPhone

On May 27, 2022, at 10:28 AM, Douglas Lozen <Doug.Lozen@foster-foster.com> wrote:

Good deal. Thanks, Lance. Have a great Memorial Day weekend.

Get [Outlook for iOS](#)

From: Lance Blanchette <LBlanchette@fbpd.org>
Sent: Friday, May 27, 2022 10:02:05 AM
To: Douglas Lozen <Doug.Lozen@foster-foster.com>; Caleb Hynson <Caleb@hynconsulting.com>
Cc: Johnny Bingham <JBingham@fbpd.org>
Subject: RE: City of Flagler Beach Police Officers' Retirement Plan // Proposed Ordinance Amendment

CAUTION: External email; exercise caution before clicking links, opening attachments or responding.

The \$60,000 language had me thrown for a minute but I understand how you came up with it based upon the \$30,000 contribution from the Membership Plan. Looks accurate to me.

From: Douglas Lozen <Doug.Lozen@foster-foster.com>
Sent: Thursday, May 26, 2022 2:53 PM

To: Caleb Hynson <Caleb@hynconsulting.com>; Lance Blanchette <LBlanchette@fbpd.org>
Subject: RE: City of Flagler Beach Police Officers' Retirement Plan // Proposed Ordinance Amendment

Hi guys,

Thanks for the clarification on the use of State Monies during today's call. Based on the examples discussed, I've reworded the language in Article 30 of the attached Bargaining Agreement (which I understand was ratified last October) to help with my understanding as follows:

The City is entitled to all annual Chapter 185 Premium Tax Monies (State Monies) up to \$60,000. In years when State Monies exceed \$60,000, the City's portion is 50% of the amount received, plus \$30,000; the remainder is allocated to the Membership Share Plan.

Below are three examples for this proposal:

<u>State Monies Received</u>	<u>City's Portion for Funding (50% of amount received, plus up to \$30,000)</u>	<u>Membership Share Plan</u>
\$50,000	\$50,000	\$0
\$80,000	\$70,000	\$10,000
\$100,000	\$80,000	\$20,000

Per our discussion, this use of State Monies is predicted on passage of the proposed 20 and out Normal Retirement Date with 3.50% multiplier. If not passed, the current use of State Monies remains in place.

Finally, Lance will give the go ahead for our completion of the required Actuarial Impact Statement since he is trying to get a buyback provision added to the draft ordinance.

At your convenience, please confirm if I've covered everything accurately.

Sincerely,

Doug

Douglas H. Lozen, EA, MAAA



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From: Caleb Hynson <Caleb@hynconsulting.com>
Sent: Tuesday, March 22, 2022 2:48 PM
To: Douglas Lozen <Doug.Lozen@foster-foster.com>
Subject: FW: City of Flagler Beach Police Officers' Retirement Plan // Proposed Ordinance Amendment

CAUTION: External email; exercise caution before clicking links, opening attachments or responding.

Doug,

Please see responses from Chairman (in red).

Caleb

From: Lance Blanchette <LBlanchette@fbpd.org>

Sent: Tuesday, March 22, 2022 1:54 PM

To: Caleb Hynson <Caleb@hynconsulting.com>

Subject: RE: City of Flagler Beach Police Officers' Retirement Plan // Proposed Ordinance Amendment

All of these changes were based on the figures provided to us from the previous actuarial study. I have provided some clarification to the questions in red below. If you have additional, please let me know.

From: Caleb Hynson <Caleb@hynconsulting.com>

Sent: Thursday, March 17, 2022 6:30 PM

To: Lance Blanchette <LBlanchette@fbpd.org>

Subject: FW: City of Flagler Beach Police Officers' Retirement Plan // Proposed Ordinance Amendment

Lance,

Are you able to answer some of these questions from actuary? Just answer what you can and send back to me, I want to keep this moving forward.

Caleb

From: Douglas Lozen <Doug.Lozen@foster-foster.com>

Sent: Thursday, March 17, 2022 4:41 PM

To: Caleb Hynson <Caleb@hynconsulting.com>

Cc: Data <Data@foster-foster.com>; Pedro Herrera <PHerrera@sugarmansusskind.com>

Subject: RE: City of Flagler Beach Police Officers' Retirement Plan // Proposed Ordinance Amendment

Hi Caleb,

I've looked over the attached CBA, and have a few questions before we can move forward with the Actuarial Impact Statement:

- Will a corresponding ordinance be forthcoming with the proposed changes? Yes, it is in the works.
- What is the effective date of the 3.5% benefit accrual rate? I think it be October 1, 2022, but will need confirmation. The 3.5 multiplier takes effect October 1, 2022 and will be retro to the employee's date of hire.
- When does the "20 and out" Normal Retirement provision take effect? We'll need a specific date, e.g. "for members retiring on and after XX/XX/XXXX". That provision takes place October 1, 2022 according to the contract, one year after the 3.5 multiplier.
- Is the intent that the 20 and out Normal Retirement provision be added to the current eligibility requirements (the earlier of a) the earlier of Age 55 with 10 years of service, or b) Age 52 with

25 years of service), or does it completely replace these other two options? The only options will be the 20 and out with no age limit and the age 55 with 10 years, the 25 year and age 52 is no longer an option.

- I see the maximum benefit is 90% of average salary over the three highest years. Average Final Compensation is currently based on a five year average, so I'm assuming this will change to a 3 year average? The 90% option is the max benefit and the 3 year average will take the place of the five year average.
- I'm not sure I understand the described use of Chapter 185 Premium Tax Monies. (I'm not sure I understand this question, maybe Caleb can provide some clarification.)

Based on the above questions, it might be a good idea for me to have a chat with someone in the know (especially regarding the use of State Monies). Feel free providing my below contact info with whomever can point me in the right direction.

Sincerely,

Doug

Douglas H. Lozen, EA, MAAA



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Fort Myers, FL 33912

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www.foster-foster.com

From: Caleb Hynson <Caleb@hynconsulting.com>
Sent: Tuesday, March 15, 2022 7:00 PM
To: Douglas Lozen <Doug.Lozen@foster-foster.com>
Cc: Data <Data@foster-foster.com>
Subject: FW: City of Flagler Beach Police Officers' Retirement Plan // Proposed Ordinance Amendment

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Doug,

Can you please provide an impact letter for the FBPO proposed ordinance. The Police Officers and City have agreed to benefit changes.

Thanks,
Caleb

From: Pedro Herrera <PHerrera@sugarmansuskind.com>
Sent: Tuesday, March 15, 2022 4:21 PM
To: Caleb Hynson <Caleb@hynconsulting.com>
Cc: Jessica De la Torre Vila <jess@sugarmansuskind.com>; dsmith@shepardfirm.com
Subject: RE: City of Flagler Beach Police Officers' Retirement Plan // Proposed Ordinance Amendment

Caleb,

The City Attorney has approved the proposed amendment. Please proceed in requesting the necessary impact statement from the actuary and coordinate with the City Clerk's office to place the draft amendment on a future commission agenda.

If you could advise the Chairman as to the status of the amendment I would appreciate it.

Let me know if you need anything further on our end.

Kindly,

Pedro

PEDRO A. HERRERA
PARTNER

SUGARMAN SUSSKIND BRASWELL & HERRERA
100 MIRACLE MILE
SUITE 300
CORAL GABLES, FL 33134
OFFICE: (305)529-2801
FAX: (305)447-8115

From: Jessica De la Torre Vila <jess@sugarmansuskind.com>
Sent: Tuesday, March 15, 2022 3:51 PM
To: Caleb Hynson <Caleb@hynconsulting.com>; Pedro Herrera <PHerrera@sugarmansuskind.com>
Subject: FW: City of Flagler Beach Police Officers' Retirement Plan // Proposed Ordinance Amendment

Please see below from City attorney.

From: Drew Smith <dsmith@shepardfirm.com>
Sent: Tuesday, March 15, 2022 2:04 PM
To: Jessica De la Torre Vila <jess@sugarmansuskind.com>
Subject: RE: City of Flagler Beach Police Officers' Retirement Plan // Proposed Ordinance Amendment

Jessica:

I have reviewed and have no issues with the amended language.

Thanks.

Drew

D. ANDREW SMITH, III | ATTORNEY AT LAW
BOARD CERTIFIED - CITY, COUNTY & LOCAL GOVERNMENT LAW



SHEPARD, SMITH,
KOHLMYER & HAND, P.A.
2300 MAITLAND CENTER PKWY, STE 100
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From: Jessica De la Torre Vila <jess@sugarmansusskind.com>
Sent: Friday, March 4, 2022 3:11 PM
To: Drew Smith <dsmith@shepardfirm.com>
Cc: Caleb Hynson <Caleb@hynconsulting.com>; Pedro Herrera <PHerrera@sugarmansusskind.com>
Subject: City of Flagler Beach Police Officers' Retirement Plan // Proposed Ordinance Amendment

Good afternoon Mr. Smith,

Our firm represents the Board of Trustees of the City of Flagler Beach Police Officers' Retirement Plan. The Board requested that we provide you with the attached proposed amendment for review as it contains the amendments agreed upon in the latest CBA between the City of Flagler Beach and the International Union of Police Association.

Upon your approval, the Plan's administrator will request an actuarial impact statement. The Board has approved proceeding as such in-between meetings in an effort to expedite this amendment.

Should you have any questions, please feel free to contact Pedro Herrera, the Plan's attorney (cc'd here), with a copy to me.

Thank you in advance for your time.

Best Regards,

Jessica A. De la Torre Vila
Paralegal/Legal Assistant

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**Item
14
Staff
Reports**

Beach/Parks/Recreation

Weekly Highlights Sep. 14-Sep. 21, 2022

- Lifeguards
 - Lifeguards are still on duty weekends only during the months of September and October. Strong surf conditions this week will lead to and increased danger of rip currents.
 - Flagler Beach Fire Department will be responding to beach emergencies during the week.
 - Lifeguards are continuing to monitor beach erosion conditions and will be temporarily closing beach access areas that are unsafe.
 - Met with the committee from Watersafe. They would like to partner with Flagler Beach Ocean Rescue to improve on teaching water safety to students in the Flagler County School System.
 - Brazilian Peppers
 - The Flagler County Sherriff's Department has committed to provide labor assistance for the next Brazilian Pepper cut scheduled for September 23 at Silver Lake Park.
 - First Friday
 - Next First Friday is scheduled for October 7. "Voodoo Vibe" will provide the entertainment.
 - We are also in the process of coordinating all of the Holiday at the Beach events in December. Events will include "Starry Nights" lighting at the pier, decorated lifeguard towers in Veterans Park, entertainment from our local groups at First Friday, the Lighting of Veterans Park, Skydiving Santa, and our Holiday at the Beach parade.
-

Beach/Parks/Recreation

Weekly Highlights Sep. 21-Oct 5, 2022

- Lifeguards
 - Lifeguard duties focused on preparation for Hurricane Ian which included securing facilities and equipment along with removing lifeguard towers from the beach.
 - Recovery efforts included accessing damage to the pier, beach and walkovers. Compromised walkovers and structures considered unsafe were marked off with caution tape and lifeguards continued to educate the public not to utilize marked areas.
 - Lifeguards began consolidating large debris items on the beach for future removal.
- First Friday
 - The First Friday event for October 7 has been canceled so that City staff and volunteers can concentrate on recovery efforts.
 - The “Starry Nights” event scheduled for December will have to be modified as there will be no way to put lights out on the pier.

2021 - 2022

Building/Code/Planning

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

Miscellaneous	113	111	83	132	129	132	129	136	111	98	104	96	1374
New SFR	4	2	8	1	2	7	1	3	2	3	3	1	37
Total Permits	117	113	91	133	131	139	130	139	113	101	107	97	1411

Inspections Performed

Total Inspections	325	298	287	315	323	309	285	311	245	231	317	255	3501
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Local Business Tax Receipts

New Businesses	8	3	5	3	4	2	20	15	12	14	14	6	106
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Code Enforcement Cases

New Violations	5	3	12	33	52	74	48	47	17	71	67	62	491
----------------	---	---	----	----	----	----	----	----	----	----	----	----	-----

Penny Overstreet

From: Robert Pace
Sent: Friday, September 23, 2022 10:03 AM
To: William Whitson
Cc: Penny Overstreet; Katie Dockhorn
Subject: Weekly Highlights

Mr. Whitson,

The following are the weekly highlights;

- Medical Advisory Review Board Meeting

Captain Cox attended a Medical Advisory Review Board Meeting at the EOC. Captain Cox advised the group that FBFD has requested a declaratory statement from the Florida Department of Health regarding the license permits for department vehicles. There is currently one layperson position open for the EMS Advisory Board, there has been one application submitted to this point. The COPCN renewal for FBFD is on the upcoming BOCC's agenda. The department can expect to receive the certificate in November. All three agencies are discussing submitting the COPCN applications the same year, so we are all on the same page. Finally, and Epi Pen update was delivered to the board

- Completion of Apparatus Operator

As anticipated, the department's rookie class was successful in passing the Apparatus Operator portion of the State Certified Driver/Engineer Class. This class requires much commitment, considering the department newest firefighters dedicated 80 hrs. of training toward the class over the last four weeks. FF/EMT Carre stated, he learned a lot from the class and he did not realize how much was involved in fire pump pressures, elevations, and friction loss. The next training scheduled for the firefighters is the Aerial Operator Class. This class is scheduled for mid-November

- Pallet of Water from Emergency Management

I have stated several times how supportive Flagler County Emergency Management has been in supplying the department/city with bottled water. I was advised that the latest pallet designated as a donation to the city was ready for pick-up at the EOC. Lt. Evans and D/E Prince borrowed the dump truck from Public Works and reported to the EOC. Once at the EOC, the pallet was loaded on the truck with a forklift. The pallet was off loaded by hand at the station house by staff. There are still two pallets of MREs and two pallets of bottled water stored at the old Senior Center as hurricane reserves

- Upcoming First Fridays

I have been in contact with John Subers (Advent Health) regarding the upcoming Pink Army flag raising. The pink flag will be raised at the October 7th First Friday. John plans to supply a new pink flag for Breast Cancer awareness and a new blue flag in recognition of Diabetes and Prostate Cancer. The blue flag will be raised at the First Friday Event in November. Staff will be wearing pink in October and blue shirts for the month of November. The department will be represented at both First Fridays

- Continual Education Unit

Staff was assigned a CEU called Basics of EMS Operations at a Mass Casualty Incident. An MCI (Mass Casualty Incident) can be one of the most difficult calls for a first responders and it involves multiple patients. Upon successful completion of the course, the firefighters are expected to gain a deeper insight into an MCI, based on several factors. Staff was describe the threats to EMS provider safety on the scene of a MCI and explain how the Incident Command System to

manage an MCI. Describe the goals of patient triage, algorithms to perform triage, and methods of indicating triage levels. Finally, explain how the transport unit functions including communication with hospitals and patient tracking

- Fire Inspections at Special Events

Special event applications have continued to increase as well as the need of fire inspections for the events. The latest was the OARS Recovery Festival held in Veteran's Park. Fire Marshal Gocke reported to town last weekend to inspect the tent utilized at the event. Tents at special events have to be inspected for seating capacity and fire protection. There were no issues for Fire Marshal Gocke and the event coordinator was advised. Fire Marshal Gocke will be inspecting the tent be used at the Tommy Tant Surf Competition next month

I look forward to talking to you soon.

Thanks,

Bobby



Flagler Beach Fire Department

Weekly Run Report from 9/15/2022 – 9/22/2022

CALLS BY INCIDENT TYPE

EMS

11

FIRE

1

Service Call

10

Motor Vehicle Accident

4

HazMat

Water Rescue

Total

0

0

26

Penny Overstreet

From: Robert Pace
Sent: Thursday, October 6, 2022 2:27 PM
To: William Whitson
Cc: Penny Overstreet; Katie Dockhorn
Subject: Weekly Highlights

Mr. Whitson,

The following are the events that took place 09/22/22-10/06/22;

- Smoke Detector Program

The department's Smoke Detector Program has gained much traction over the last few years. It is not uncommon for fire crews to assist our local residents several times a month. The latest request came from a resident living on N. Central Avenue. There were multiple detectors within the residence, but they were all in need of battery replacement. C Shits crew reported to the home with 9-volt batteries in hand and completed the task. The crew also took the opportunity to conduct a fire safety inspection of the home. There were no discrepancies noted. The elderly resident could not have been more appreciative

- Larry Wolfe Working on a Grant

As previously mentioned, the Smoke Detector Program is very active. One of the problems that comes with this is keeping a significant amount of smoke detectors in stock. The program is solely supported by grants and donations. Currently the department's inventory is very low and Larry Wolfe is researching grants. He has reached out to Lowes, Home Depot, and the Kidde Co. Prior to the storm, Jose Ayala (American Red Cross) contacted Larry and stated he was very much interested in supporting the Smoke Detector Program here in Flagler Beach. Larry is now back in contact with Mr. Ayala and the department is looking forward to what size grant will be awarded in the near future

- Presentation for Jamie Bourdeau

I mentioned in a recent report that the Volunteer Association wanted to recognize Jamie Bourdeau for his continued support of the department. On September 22nd, nine department traveled to Beachfront Grille. Jamie was awarded a plaque and a letter of appreciation recognizing his commitment to the agency. There was also a photo opportunity and Jamie posed for a picture with department members in front of three department units. In true Jamie fashion, he stated not all of this was necessary, but he was very appreciative of the recognition

- MD Anderson Cancer Center

Several months ago, an entry in one of my reports addressed the services offered by the MD Cancer Center. The center is located in Jacksonville and has a program in place dedicated specifically to first responders. I toured the facility with officers from the other agencies within the county and was very impressed. Aubrie Miller (Program Director) requested that she be allowed to tour every fire station in the county and answer any questions the firefighters may have. The station tours were originally scheduled this week. Due to the storm, the visit was canceled, but all the agencies are hopeful it can be rescheduled before the end of the month

- Continual Education Unit

Staff was assigned a continual education unit called EMS Burn Management. This course was a refresher for most. Upon successful completion, the firefighters were to identify several points. Define the classification of burns and describe the characteristics of superficial burns, partial-thickness burns, and full-thickness burns. Describe the emergency medical care of the patient with a thermal burn. Describe the emergency medical care of patients with chemical, electrical, and inhalation burns. Finally, to identify other possible burn-related injuries (e.g. chemical burns to the eyes, radiation, exposure, hypovolemia) and describe their emergency management

- Hurricane Ian

Obviously, you did not receive a weekly report last week due to dealing with the storm. I always thoroughly enjoy witnessing a job well done by staff and this was no different with Hurricane Ian. Staff was mandated for three days, leaving their families to cover any emergency needs of local residents. The crews prepared the fire station, moved vehicles to staging, and reviewed the information in the IAP in preparation of the storm. Post storm, damage assessment was conducted, delivering supplies, and high water pick -offs were performed. As always, when the city was reenergized there were structure fires. Crews battled two structure fires that were knocked down in short order. Required documentation was completed seamlessly and when it was time to return to normalcy, staff accomplished this in just a couple of hours. I could not be prouder of our true professionals at the FBFD

I look forward to talking to you soon.
Thanks,

Robert Pace

Fire Chief

Flagler Beach Fire Rescue

320 S. Flagler Ave

Flagler Beach, Florida 32136

Office-386-517-2010

Cell-386-276-0405



FBFD Operational Response Report

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

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

Report Conducted: September 29 -October 6

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



Weekly Incident Response Data



Total Number of Incident for 2022
1256



FLAGLER BEACH POLICE DEPARTMENT
 Matthew P. Doughney, Chief of Police
 204 South Flagler Avenue
 Flagler Beach, FL 32136
 386.517.2023

Chief's Weekly Report

From: Friday	9/9/2022	To: Thursday	9/15/2022				
Calls For Service	55	Felony Arrest	0	Reports Written	10	Citations Issued	16
Self-Initiated	55	Misd. Arrest	0	Comm. Policing	4	Warnings (Written/Verbal)	56
Traffic Stops	48	City Ordinance	1	Security Checks	383		

Chief's Weekly Summary

Friday: Chief Doughney participated via Zoom, in a Domestic Violence Task Force meeting, from 11:00 a.m. to 12:00 p.m. Chief Doughney and Ms. Katie Dockhorn attended a meeting hosted by the City of Palm Coast, for all Public Information Officers (PIO's) in our County. The meeting was held at City Hall in Palm Coast from 2:00 p.m. to 3:30 p.m.

Friday: 9/9/22 @ 7:00 a.m. / Follow-up / Larceny / 2200 Moody Boulevard (Wadsworth Park): Officer Cozzone conducted a follow-up investigation from last week's Grand Larceny at Wadsworth Park. The suspect was additionally charged with two (2) counts of dealing in stolen property. The suspect was still in custody at the Flagler County Inmate Facility and the charges were dropped off. A supplemental Police report was completed.

Friday: Officers issued a State Criminal traffic citation to a Driver, after receiving an alert from one (1) of our License Plate Readers (LPR's).

Friday: Dayshift Officers conducted proactive traffic enforcement at the following locations and times:
 1500 block of South Daytona Avenue, from 10:03 a.m. to 10:34 a.m. No violations observed.

1300 block of South Oceanshore Boulevard, from 2:55 a.m. to 3:40 a.m. No violations observed.

2000 block of North Oceanshore Boulevard, from 2:18 p.m. to 3:04 p.m. No violations observed.

Saturday: Officers monitored activity and kept a Police presence on the Pier from 6:00 a.m. to noon, due to a fishing tournament. There were no issues associated with the event. Once the fishing tournament concluded, there was a remembrance of life ceremony held at the end of the Pier for the father of our friend. Mr. Vern Shank, from Surf 97.3 fm. Vern's Dads was a Veteran of the United States Army and the United States Navy and it was both an honor and a privilege for Chief Doughney to attend the remembrance service.

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

2900 block of South Oceanshore Boulevard, from 2:23 p.m. to 2:46 p.m. No violations observed.

1500 block of South Daytona Avenue, from 9:22 a.m. to 9:43 a.m. No violations observed.

2200 block of North Oceanshore Boulevard, from 8:35 a.m. to 9:31 a.m. No violations observed.

1900 block of Moody Boulevard, from 8:38 a.m. to 8:53 a.m. No violations observed.

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

1500 block of South Daytona Avenue, from 7:23 p.m. to 7:47 p.m. No violations.

Sunday: At 8:00 a.m., our Pier was once again the location for this year's 9/11 Remembrance Ceremony in honor of those that were lost on that fateful in New York City, Arlington, Virginia and Somerset County, Pennsylvania. Father Manny from Santa Maria Del Mar Catholic Church conducted the ceremony, which was followed by a walk on A1A from the Pier, north to North 8th Street, then west to the Catholic Church for a Blue Mass.

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

3400 block of South Oceanshore Boulevard, from 1:43 p.m. to 2:24 p.m. No violations.

1500 block of South Oceanshore Boulevard, from 9:36 a.m. to 10:04 a.m. No violations.

2000 block of North Oceanshore Boulevard, from 10:39 a.m. to 11:15 a.m. No violations.

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

1500 block of South Daytona Avenue, from 7:56 p.m. to 8:17 p.m. No violations.

Monday: 9/12/22 @ 3:31 p.m. / Fraud / 2500 Block of Leslie Street: An elderly female victim provided an unknown person/suspect with her credit card information to assist her in "cleaning up" her Facebook account. The suspect in turn used the victims credit card, charging approximately \$2000.00. A Police report was completed.

Monday: 9/12/22 @ 4:36 p.m. / Fraud / 408 South Oceanshore Boulevard (7-11): The business owner located a credit card skimmer on one (1) of the stores registers. The owner will review the businesses surveillance video system to see if he can locate the suspect installing the illegal device. A Police report was completed. Additional information included at the end of this report.

Monday: Dayshift Officers conducted proactive traffic enforcement at the following locations and times:
2100 block of North Oceanshore Boulevard, from 7:30 a.m. to 8:00 a.m. One (1) traffic stop, with one (1) written warning issued.
400 block of John Anderson Highway, from 9:45 a.m. to 10:15 a.m. No violations.

Monday: Dayshift Officers conducted proactive traffic enforcement at the following location and times:
1200 block of South Daytona Avenue, from 8:53 p.m. to 9:21 p.m. No violations.

Tuesday: Chief Doughney participated in this month's Community Traffic Safety Team (CTST) meeting via Zoom, from 9:00 a.m. to 9:45 a.m. The meeting was hosted by Flagler County Commissioner Andy Dance. Chief Doughney and Captain Blanchette participated in a pre-construction meeting, via Zoom, with the Engineers from the Florida Department of Transportation (FDOT) District V Office, along with the FDOT Contract Team, with regards to the SRA1A Pedestrian Improvement Project. The meeting started at 10:30 a.m. and concluded at 11:00 a.m. FDOT will e-mail a recap of the pre-construction meeting, which will be forwarded to the City Manager once it's received. Chief Doughney attended a Police Athletic League (P.A.L.) Board of Directors meeting in Palm Coast, from 6:00 p.m. to 7:20 p.m.

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

2100 block of North Oceanshore Boulevard, from 6:30 a.m. to 7:00 a.m. No violations.

1300 block of South Oceanshore Boulevard, from 9:30 a.m. to 10:45 a.m. Five (5) traffic stops, with five (5) written warnings issued.

1300 block of South Oceanshore Boulevard, from 1:00 p.m. to 1:30 p.m. Three (3) traffic stops, with three (3) written warnings issued.

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

1200 block of South Daytona Avenue, from 7:39 p.m. to 8:09 p.m. No violations.

Wednesday: Chief Doughney participated in Wellness Walk Wednesday, from 8:00 a.m. to 8:45 a.m., and he attended the Department Head Staff meeting at City Hall with Mr. Whitson, from 9:00 a.m. to 10:15 a.m.

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

2000 block of North Oceanshore Boulevard, from 8:11 a.m. to 8:52 a.m. No violations.

1500 block of South Daytona Avenue, from 9:14 a.m. to 9:56 a.m. No violations.

1500 block of South Oceanshore Boulevard, from 1:16 p.m. to 1:40 p.m. No violations.

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

1500 block of South Daytona Avenue, from 7:24 p.m. to 7:44 p.m. No violations.

2200 block of Moody Boulevard, from 9:00 p.m. to 9:30 p.m. No violations observed.

Thursday: Captain Blanchette attended a Family Life Center Executive Board meeting 10:00 a.m. to 11:00 a.m. Chief Doughney met with a resident from Lambert Avenue from 9:30 a.m. to 10:30 a.m. in reference to the results of a radar study. Between 9.3.22 and 9.11.22 a total of 4,352 vehicles were analyzed, and the average speed was 29 mph.

Thursday: 9/15/22 @ 6:56 a.m. / Suspicious Incident / 2557 Moody Boulevard (Shell): Officers were dispatched to a disturbance with weapons call at the business. The reporting party advised that a male subject brandished a firearm to the store's clerk. The subject in question was located, detained, and he's known by our Officers to record people who he believes are following him. The investigation revealed the male subject took out his cell phone to record the clerk, after the clerk yelled "good morning" to him. The subject was never in possession of any type of weapons. A Police report was completed.

Thursday: Our Public Works Team installed new stop signs on South Central Avenue, at South 12th Street and South 13th Street. Electronic message boards have been in place, on South Central Avenue, for the past two (2) week to alert motorists/residents on South Central Avenue about the installation of new stop signs. Our Officers will be monitoring these locations, with a heavy emphasis on warnings, through the end of this month. This effort is being conducted in order to gain compliance with the newly posted stop signs.

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

2000 block of North Oceanshore Boulevard, from 8:04 a.m. to 8:47 a.m. No violations observed.

1500 block of South Daytona Avenue, from 8:07 a.m. to 8:48 a.m. No violations observed.

12th Street South at South Central Avenue, from 1:46 p.m. to 2:44 p.m. Three (3) traffic stops, with three (3) written warnings issued.

Thursday:

1500 block of South Daytona Avenue, from 9:18 p.m. to 9:38 p.m. No violations.

2200 block of Moody Boulevard, from 12:20 a.m. to 12:45 a.m., One (1) traffic stop, one (1) written warning issued.

South Central Avenue at South 13th Street, from 6:55 p.m. to 7:12 p.m., One (1) traffic stop, with one (1) written warning issued.

South Central Avenue at South 12th Street, from 8:51 p.m. to 9:14 p.m. No violations.

Sea Dunes: Officers monitored unlawful sea due parking during the week, and no violations were observed.

7-11 / Skimming Case Update: On Tuesday morning our Facebook page was posted with pictures of the suspects in this case, along with a photo of the seized skimming device. An Intel Bulletin was created by Sergeant Yelvington and forwarded to the Flagler County Sheriff's Office Real-Time Crime Center (RTCC) for distribution throughout our Region. The Flagler Beach Business Bureau (FB3) and Flagler Strong were alerted about the skimming device. As a result of the aforementioned Intel Bulletin, Officer Sylvester was contacted Tuesday afternoon by a Secret Service Agent, who is working with FBI Agents on a similar skimming case involving the same two (2) suspects. Stay tuned!

Monthly Training: Officers continued to work on completing their monthly online training through Police Law Institute. This month's topics are 2022 Supreme Court Decisions.



FLAGLER BEACH POLICE DEPARTMENT
 Matthew P. Doughney, Chief of Police
 204 South Flagler Avenue
 Flagler Beach, FL 32136
 386.517.2023

Chief's Weekly Report

From: Friday	9/16/2022	To: Thursday	9/22/2022				
Calls For Service	75	Felony Arrest	1	Reports Written	19	Citations Issued	11
Self-Initiated	70	Misd. Arrest	1	Comm. Policing	11	Warnings (Written/Verbal)	41
Traffic Stops	30	City Ordinance	1	Security Checks	342		

Chief's Weekly Summary

Friday: Captain Blanchette participated in the following webinar: *Preventing and Protecting Against Terrorism and Targeted Violence*. The webinar was hosted by the Department of Homeland Security's Office of Intelligence and Analysis and Cybersecurity and Infrastructure Security Agency (CISA) and the training was designed to protect Emergence Services operations against disruption by all threats and hazards. The sixty (60) minute webinar provided an overview of the myriad DHS, CISA, and other resources available, such as: threat landscape, protective measures and technical assistance resources. Thanks to Jonathan Lord from Flagler County Emergency Management, for notifying us about this free this training opportunity.

Friday: 9/16/22 @ 12:51 p.m. / Narcotics Arrest / 220 Block of Moody Boulevard: Officers were dispatched to a "Be On the Lookout" (BOLO) in reference to a green Toyota Tacoma pulling a trailer, that was heading eastbound on SR100 from I-95. Said vehicle was unable to maintain a lane. A traffic stop was conducted on the vehicle at the entrance to Wadsworth Park due to the trailer having no tag, or operating lights. A Flagler County Sheriff's Office K-9 was requested, and upon arrival, the K-9 alerted to the vehicle. The Driver of the vehicle was found to be operating the vehicle without a valid Driver's license and the passenger was found to be in possession of illegal narcotics; methamphetamine, and heroin. The Driver was taken into custody without incident, and the passenger was taken into custody after he had to be physically removed from the vehicle. The suspects were both transported to the Flagler County Inmate Facility. A Police report was completed. **Great Teamwork!**

Friday: Dayshift Officers conducted proactive traffic enforcement at the following locations and times:
 2100 block of North Oceanshore Boulevard, from 8:00 a.m. to 8:30 a.m. No violations observed.
 400 block of John Anderson Highway, from 9:30 a.m. to 10:00 a.m. No violations.

Friday: 9/16/22 @ 6:27 p.m. / Baker Act / 1700 Block of North Central Avenue: Officers were dispatched in reference to an adult female at a residence who made threats to harm herself to members of her family, while armed with a knife. Upon our Officers arrival, the female was contacted and she was cooperative. The female admitted to making the threatening statements, but denied any intention of acting on the threats. The female was taken into protective custody under the Baker Act, and she was transported without incident to Stewart-Marchman's facility in Bunnell.

Friday: Nightshift Officers conducted proactive traffic enforcement at the following location and times:
1300 block of South Central Avenue, from 9:19 p.m. to 9:57 p.m. One (1) traffic stop, with a verbal warning issued.

Saturday: 9/17/22 @ 10:34 a.m. / Domestic Disturbance / 100 Block of 5th Street North: Officers were dispatched to a verbal argument between a mother and her adult son over living conditions. There were no threats, nor violence that occurred during the argument, and the parties agreed to separate for the day. A Police report was completed.

Saturday: Dayshift Officers conducted proactive traffic enforcement at the following locations and times:
2100 block of North Oceanshore Boulevard, from 7:30 a.m. to 8:00 a.m. No violations.
South 12th Street and South Central Avenue, from 7:45 a.m. to 8:15 a.m. No violations.
1800 block of North Oceanshore Boulevard, from 12:30 p.m. to 1:00 p.m. No violations.
1300 block of South Oceanshore Boulevard, from 9:30 a.m. to 10:30 a.m. Five (5) traffic stops, with three (3) verbal warnings, and two (2) written warnings.

Saturday: Officer Nobre was assigned to the off-duty detail for the Flagler Open Arms Recovery Services (O.A.R.S.) 2nd annual recovery awareness event, which was held at Veterans Park from 4:00 p.m. to 9:00 p.m. There were no issues or concerns at the event.

Saturday: Nightshift Officers conducted proactive traffic enforcement at the following locations and times:
1300 block of South Central Avenue, from 6:24 p.m. to 6:54 p.m. No violations.
1200 block of South Daytona Avenue, from 7:19 p.m. to 7:48 p.m. No violations.
1200 block of South Central Avenue, from 10:40 p.m. to 11:10 p.m. No violations.

Sunday: 9/18/22 @ 3:23 p.m. / Crash - With Injuries / 26th Street South and South Central Avenue: Officers responded to a crash involving two (2) motor vehicles; with minor injuries (no hospital transports). One (1) of the vehicles involved was removed by Saxons Towing. A State Crash report was completed.

Sunday: Dayshift Officers conducted proactive traffic enforcement at the following locations and times:
2200 block of Moody Boulevard, from 2:15 p.m. to 3:15 p.m. Three (3) stops, with three (3) written warnings.

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

1300 block of South Central Avenue, from 6:24 p.m. to 6:54 p.m. No violations.

1200 block of South Daytona Avenue 7:19 p.m. to 7:48 p.m. No violations.

1200 block of South Central Avenue, from 10:40 p.m. to 11:10 p.m. No violations.

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

2000 block of North Oceanshore Boulevard, from 9:07 a.m. to 9:37 a.m. No violations.

South 12th Street and South Central Avenue, from 10:04 a.m. to 10:30 a.m. No violations.

1500 block of South Daytona Avenue, from 12:17 p.m. to 12:50 p.m. No violations.

Monday: Dayshift Officers responded to two (2) License Plater Reader (LPR) alerts for owners of motor vehicles with suspended Driver's Licenses. The vehicles in question were located, traffic stops were conducted, and two (2) State Criminal traffic citations were issued to the owners/drivers, for Driving While License Suspended.

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

1200 block of South Central Avenue, from 6:23 p.m. to 6:43 p.m. No violations.

1500 block of South Daytona Avenue, from 7:12 p.m. to 7:36 p.m. No violations.

2200 block of Moody Boulevard, from 11:45 p.m. to 12:30 a.m. No violations.

Tuesday: Chief Doughney attended an all-day, free Department of Homeland Security (DHS)/Federal Emergency Management Administration (FEMA) certified training course, which was held at the Flagler County Emergency Operations Center (EOC). The training class, titled, **AWR-232: Mass Fatalities Planning & Response for Rural Communities** include participants from our Medical Examiner's Office, Advent Hospital, Clymers Funeral Home, the Flagler County Sheriff's Office and provided all attendees with a great opportunity to learn about and discuss how a mass fatality event could impact our community. Thanks once again to Jonathan Lord from Flagler County Emergency Management, for hosting this free training opportunity.

Tuesday: Captain Blanchette attended National Crime and Intelligence Analyst Appreciation Day at the Flagler County Sheriff's Office "Real Time Crime Center" (RTCC), and he presented two (2) Crime Analysts with Commendations for their intricate role in the successful arrest of a suspect that stole aluminum bleachers from Wadsworth Park earlier this month. Additionally, Captain Blanchette took our newest Officer, Dylan Coffman, to the range in order to qualify with his duty firearm per Florida Department of Law Enforcement (FDLE) standards.

Tuesday: 9/20/22 @ 10:30 a.m. / Abandoned Vehicle / 600 Block of South Oceanshore Boulevard (City Parking Lot): A motor vehicle was red tagged on 9/19/22, and was removed today by John's Towing. The Investigating Officer attempted to contact the owner of the vehicle, however, the home address on the vehicle registration was incorrect. A Police report was completed. **Good Job!**

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

2000 block of North Oceanshore Boulevard, from 8:18 a.m. to 8:41 a.m. No violations.

South 12th Street and South Central Avenue, from 7:49 a.m. to 7:58 a.m. No violations.

1500 block of South Daytona Avenue, from 8:22 a.m. to 8:50 p.m. No violations.

South 13th Street and South Central Avenue, from 12:58 p.m. to 1:36 p.m. No violations.

Tuesday: 9/20/22 @ 6:00 p.m. / Larceny / 3580 South Oceanshore Boulevard: A Patrol Officer responded in reference to a delayed reporting of a theft. The Victim advised that she was in the hospital for several months, and during that time an unknown person(s) stole several pieces of jewelry and coins from her residence. The victim advised that she had workers and a cleaning crew at her residence during her absence, and she is unsure if any one of them stole the items. A Police report was completed.

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

1200 block of South Central Avenue, from 6:29 p.m. to 6:59 p.m. No violations.

1500 block of South Daytona Avenue, from 8:01 p.m. to 8:36 p.m. No violations.

1300 block of South Central Avenue, from 9:13 p.m. to 9:34 p.m. No violations.

Wednesday: Chief Doughney and Chief Pace participated in Wellness Walk Wednesday, from 8:00 a.m. to 8:45 a.m. Chief Doughney completed online Sexual Abuse Awareness training, which is required for all Board Members of the Flagler County Sheriff's Office Police Athletic League (P.A.L.).

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

1300 block of South Oceanshore Boulevard, from 9:00 a.m. to 9:30 a.m. One (1) traffic stop, with one (1) verbal warning.

2000 block of North Oceanshore Boulevard, from 3:00 p.m. to 3:30 p.m. No violations.

Wednesday: Officer Sylvester continued to follow up on the skimming device case that occurred at the 7-11 store last week. Video footage of the suspects walking on South Central Avenue was located and recovered from a local business, and Officer Sylvester and the Real Time Crime Center have possibly determined the suspect's vehicle. The newly obtained information has been passed along to the Secret Service Agent in Jacksonville, Florida that is working multiple cases involving these suspect. **Great follow up!**

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

1300 block of South Central Avenue, from 9:12 p.m. to 9:43 p.m. No violations.

1500 block of South Daytona Avenue, from 6:40 p.m. to 7:12 p.m. No violations.

1200 block of South Central Avenue, from 6:40 p.m. to 7:11 p.m. No violations.

Thursday: Chief Doughney attended a "Starry Nights" planning meeting, which was held at the Tourist Development Council (TDC) Office, from 10:00 a.m. to 11:00 a.m. Chief Doughney was this month's guest speaker at Flagler Open Arms Recovery Services (OARS) which was held at the Vince Carter Sanctuary in Bunnell from 1:30 p.m. to 3:00 p.m. Chief Doughney attended City meetings (CRA, Budget and Regular Commission) at City Hall, from 4:15 p.m. to 9:15 p.m.

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

1300 block of South Oceanshore Boulevard, from 10:00 a.m. to 10:30 a.m. Two (2) traffic stops, with two (2) written warnings.

1300 block of South Oceanshore Boulevard, from 1:00 p.m. to 2:00 p.m. Three (3) traffic stops, with three (3) written warnings.

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

1300 block of South Central Avenue, from 6:33 p.m. to 6:47 p.m. No violations.

1300 block of South Daytona Avenue, from 6:22 p.m. to 6:47 p.m. No violations.

Sea Dunes: Officers monitored the sea dunes for unlawful parking during the week, and no violations were observed.

Newly Hired Police Officer: On, Monday, September 19, 2022, the newest member of the FBPD family started his career with the City of Flagler Beach. **Officer Dylan Coffman** grew up in Flagler County, he currently lives in our City, and he brings a lot to our agency. Dylan is a U.S. Army Veteran, and he has previous Law Enforcement experience from the State of Missouri, where he was a Road Deputy and a Detective.

Monthly Training: Officers continued to work on completing their monthly online training through Police Law Institute. This month's topics are 2022 Supreme Court Decisions.



FLAGLER BEACH POLICE DEPARTMENT
 Matthew P. Doughney, Chief of Police
 204 South Flagler Avenue
 Flagler Beach, FL 32136
 386.517.2023

Chief's Weekly Report

From: Friday	9/23/2022		To: Thursday	9/29/2022			
Calls For Service	65	Felony Arrest	1	Reports Written	13	Citations Issued	10
Self-Initiated	51	Misd. Arrest	2	Comm. Policing	6	Warnings (Written/Verbal)	15
Traffic Stops	14	City Ordinance	1	Security Checks	212		

Chief's Weekly Summary

Friday: Chief Doughney and Chief Pace participated in a conference call via Zoom, with Staff from the Flagler County Emergency Operations Center (EOC) with regards to tropical storm activity, specifically Tropical Depression #9; which will eventually become *Hurricane Ian*. The storm has yet to make landfall with Jamaica, and will increase in strength due to the warm waters of the Caribbean. There's a lot of uncertainty with this storm, as the spaghetti models are very inconsistent. More predictability will come in the next couple of days; once the storm system makes landfall in Jamaica and then Cuba. The next conference call is scheduled for Saturday, September 24th at 8:30 a.m. Information provided from the EOC during the conference call was forwarded to all City Staff, and posted on the Department's Facebook page.

Friday: 9/23/22 @1:20 p.m. / Verbal Disturbance / 500 Block of Shearwood Drive: Officers were dispatched to a delayed verbal disturbance in reference to a Home Owners Association (HOA) member and the reporting party having a verbal argument at a board meeting. There were no threats, nor any acts of violence reported. A Police report was completed.

Friday: Officers responded to an alert from our License Plate Readers (LPR's) in reference to the owner of a vehicle having a suspended Driver's License. The vehicle in question was located, and a traffic stop was conducted. The owner of the vehicle was the driver, and a State Criminal traffic citation was issued. The vehicle's tag was seized.

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

- 2000 block of North Oceanshore Boulevard, from 9:26 a.m. to 9:54 a.m. No violations.
- 12th Street South and South Central Avenue, from 9:18 a.m. to 9:49 a.m. No violations.
- 1800 block of South Daytona Avenue, from 10:07 a.m. to 10:35 a.m. No violations.
- 13th Street South and South Central Avenue, from 10:07 a.m. to 10:39 a.m. No violations.

Friday: 9/23/22 @ 7:37 p.m. / Baker Act / 215 South Oceanshore Boulevard (Pier): Officers responded in reference to a male subject climbing the pylons of the pier and jumping off of them. Contact was made with the male, who advised he was fighting with God, and he wished we would leave him alone. The male then ran back out into the surf, and he was eventually taken into protective custody under the Baker Act. The subject was transported to Halifax Hospital in Daytona Beach for evaluation. A Police report was completed.

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

1200 block of South Central Avenue, from 6:49 p.m. to 7:09 p.m. No violations.

1500 block of South Daytona Avenue, from 7:26 p.m. to 7:37 p.m. No violations; called away due to a call for service.

1300 block of South Central Avenue, from 9:02 p.m. to 9:30 p.m. No violations.

Saturday: Chief Doughney and Chief Pace participated in a conference call via Zoom, with Staff from the Flagler County Emergency Operations Center (EOC) with regards to tropical storm activity, specifically Tropical Depression #9, which will eventually become **Hurricane Ian**. There's still a lot of uncertainty with this storm. The next conference call is scheduled for Sunday, September 25th and 8:30 a.m. Information provided from the EOC during the conference call was forwarded to City Staff, and posted on the Department's Facebook page.

Saturday: 9/24/22 @ 11:33 a.m. / Crash – Minor Injuries/ Moody Boulevard at South Flagler Avenue: Officers responded to a crash involving a motor vehicle and a golf cart. The investigation revealed that a Kia Forte was attempting to make a left turn into a parking lot from South Flagler Avenue, when it made front impact with a golf cart. Two (2) occupants of the golf cart were partially ejected and sustained minor injuries. The injured subjects were transported to Advent Health in Palm Coast by EMS. A State Crash report was completed.

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

2000 block of North Oceanshore Boulevard, from 8:06 a.m. to 8:36 a.m. No violations.

South 12th Street and South Central Avenue, from 7:35 a.m. to 8:05 a.m. No violations.

1500 block of South Daytona Avenue, from 8:06 a.m. to 8:36 a.m. No violations.

Saturday: 9/24/22 @ 6:18 p.m. / Disturbance Physical (Domestic) Arrest / 101 North Oceanshore Boulevard (Finns): Officers responded in reference to two (2) male subjects fighting. The ensuing investigation revealed the males were father and son, and the son was arrested without incident. The suspect was transported to the Flagler County Inmate Facility without incident. A Police report was completed.

Saturday: 9/24/22 @ 8:10 p.m. / Driving Under the Influence - Arrest / South Daytona Avenue and 5th Street South: Officers responded in reference to a report of a reckless driver. Officers spotted the vehicle and observed the erratic driving pattern. A traffic stop was conducted, and the investigation resulted in the driver being arrested and transported to the Flagler County Inmate Facility without incident. A Police report was completed. **Good job!**

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

1300 block of South Central Avenue, from 7:16 p.m. to 7:45 p.m. No violations.

1200 block of South Central Avenue, from 10:03 p.m. to 10:27 p.m. No violations.

Sunday: 9/25/22 @ 12:22 a.m. / Driving Under the Influence - Arrest / 408 South Oceanshore Boulevard (7-11): Officers responded in reference to an intoxicated person attempting to walk down the sidewalk. While Officers were checking the area, a Ram truck was found running in a City parking lot. Upon checking the truck, the male subject in question was passed out in the driver's seat. Contact was made with the subject, and the investigation resulted in the driver being arrested for driving under the influence. The subject was arrested without incident, and he was transported to the Flagler County Inmate Facility. A Police report was completed.

Sunday: Chief Doughney and Chief Pace participated in a conference call via Zoom, with Staff from the Flagler County Emergency Operations Center (EOC) with regards to tropical storm activity, specifically Tropical Depression #9, which will eventually become *Hurricane Ian*. The storm is increasing in strength due to the warm waters of the Caribbean and will most likely become a hurricane on Monday. There's a lot of uncertainty with this storm, as the spaghetti models are very inconsistent, and more predictability will come in the next couple of days; once the storm system makes landfall in Jamaica and then Cuba. The next conference call is scheduled for Monday, September 26th and 8:30 a.m. Information provided from the EOC during the conference call was forwarded to City Staff, and posted on the Department's Facebook page.

Sunday: 9/25/22 @ 1:33 p.m. / Abandoned Boat / 2400 Block of South Oceanshore Boulevard (On Beach): A homemade fifteen foot (15") boat washed ashore in the area just north of 24th Street. There was no hull number or any other identifying numbers on the water craft. The Florida Wildlife Commission (FWC) was requested and responded. The State Officer, determined that the vessel was not a registered boat, and advised it could be disposed of by accordingly by our City. Our Public Works and Sanitation crews were made aware of the vessel and will respond tomorrow.

Sunday: Officers responded to an alert from our License Plate Readers (LPR's) in reference to the owner of a vehicle having a suspended Driver's License. The vehicle in question was located, and a traffic stop was conducted. The owner of the vehicle was the driver, and a State Criminal traffic citation was issued. The vehicle's tag was seized.

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

2000 block of North Oceanshore Boulevard, from 8:45 a.m. to 9:16 a.m. No violations.

South 12th Street and South Central Avenue, from 8:29 a.m. to 9:04 a.m. No violations.

1500 block of South Daytona Avenue, from 9:06 a.m. to 9:36 a.m. No violations.

Sunday: 9/25/22 @ 7:11 p.m. / Crash - Hit and Run / Moody Boulevard and North Flagler Avenue: Officers responded in reference to a hit and run crash between two (2) trucks; with possible injuries. The Driver of the fleeing vehicle called in to report his location, and the investigation resulted in both trucks needing to be towed. There were no injuries. A State Crash report was completed.

Sunday: 9/26/22 @ 3:51 a.m. / Baker Act / 500 Block of South Daytona Avenue (Trailer Park): Officers were dispatched to reports of a male subject who was making suicidal threats. Upon completion of the investigation, the male was taken into protective custody under the Baker Act without incident. The subject was transported to Halifax Hospital in Daytona Beach for evaluation. A Police report was completed.

Sunday: Nightshift Officers conducted proactive traffic enforcement at the following location and times:
1300 block of South Central Avenue, from 10:06 p.m. to 10:30 p.m. No violations observed.

Monday: Chief Doughney and Chief Pace participated in an 8:30 a.m. conference call via Zoom, with Staff from the Flagler County Emergency Operations Center (EOC) with regards to **Hurricane Ian**. Chief Doughney attended a Department Head Staff meeting at City Hall from 10:30 a.m. to 11:30 a.m. with Mr. Whitson. Social media was updated throughout the day with regards to the storm, and an interview with the Daytona News-Journal was also conducted. The next call with the EOC is scheduled for Tuesday, September 27th at 8:30 a.m.

Monday: 9/26/22 @ 1:35 p.m. / Baker Act / 520 South Daytona Avenue (Trailer Park): Officers responded in reference to a male subject that made statements to his roommates about wishing to harm himself. The investigation resulted in the male being taken into protective custody under the Baker Act without incident. The subject was cooperative and he was transported to Stewart-Marchman's facility in Daytona Beach for evaluation. A Police report was completed.

Monday: Dayshift Officers conducted proactive traffic enforcement at the following locations and times:
2100 block of North Oceanshore Boulevard, from 7:00 a.m. to 7:30 a.m. No violations.
South 13th Street and South Central Avenue, from 8:30 a.m. to 9:00 a.m. No violations.
2200 block of Moody Boulevard, from 10:00 a.m. to 10:45 a.m. Two (2) traffic stops, with two (2) written warnings.

Monday: Volunteers from Flagler Strong conducted sandbag operations today from 2:00 p.m. to 6:00 p.m. at Santa Maria Del Mar Catholic Church, for residents of Flagler Beach and Beverly Beach. Officers monitored traffic and there were no major issues. Tomorrow's operational hours at the Church will be 10:00 a.m. to 6:00 p.m. Facebook posts were created and posted announcing the times and location of sandbag operations for Monday and Tuesday.

Monday: Nightshift Officers conducted proactive traffic enforcement at the following locations and times:
1300 block of South Central Avenue, from 6:53 p.m. to 7:34 p.m. No violations.
1200 block of South Daytona Avenue, from 9:31 p.m. to 10:02 p.m. No violations.
1200 block of South Central Avenue, from 6:20 p.m. to 6:51 p.m. No violations.

Tuesday: 9/27/22 @ 1:19 p.m. / Traffic Stop – Criminal Citation / 100 Block Roberts Road: A traffic stop was conducted on a silver Honda CRV for an equipment violation. The Driver was found to be operating the vehicle without a Valid Driver's License, and the the vehicle had a seize tag order. The vehicle was towed by Roger's Towing, and the driver was issued a Criminal State traffic citation. A Police report was completed.

Tuesday: Chief Doughney and Chief Pace participated in an 8:30 a.m. conference call via Zoom, with Staff from the Flagler County Emergency Operations Center (EOC) with regards to **Hurricane Ian**. Chief Doughney and Mr. Whitson were “on-air” with David Ayres and WNZF radio at 9:30 a.m. Chief Doughney attended a Department Head Staff meeting at City Hall from 1:30 a.m. to 2:30 p.m. with Mr. Whitson. Social media was updated throughout the day with regards to the storm, and an interview with Vern Shank from Surf 97.3 FM was also conducted for 2:30 p.m. to 3:00 p.m. The next call with the EOC is scheduled for Wednesday, September 28th at 8:30 a.m.

Tuesday: Officer Nobre was assigned to monitor traffic and keep a Police presence at the sandbag station located Santa Maria Del March Church from 10:00 a.m. to 6:00 p.m. Thanks to Flagler Strong this huge undertaking, and the sandbag station was busy all day long.

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

2100 block of North Oceanshore Boulevard, from 7:45 a.m. to 8:15 a.m. No violations.

2200 block of Moody Boulevard, from 10:30 a.m. to 11:15 a.m. No violations.

Tuesday: Officer Jones created an Excel spreadsheet of all of the FB3 businesses that have provided us with their list of employee names and positions, should we need them post-storm for re-entry onto the barrier island. Thanks to the leadership of FB3 for getting this accomplished, as well as Officer Jones for creating the master list.

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

1200 block of South Daytona Avenue, from 6:50 p.m. to 7:21 p.m. No violations.

1200 block of South Central Avenue, from 6:04 p.m. to 6:35 p.m. No violations.

Wednesday: Chief Doughney and Chief Pace participated in the 8:30 a.m. Zoom conference call with the Flagler County Emergency Operations Center (EOC). All sworn members of the Police Department were mandated to report for duty at 6:00 p.m. in order to be fully prepared for Hurricane Ian. This will conclude our normal weekly report.

Sea Dunes: Officers monitored the sea dunes for unlawful parking during the week, and one (1) City citation was issued.

Monthly Training: Officers completed to work on completing their monthly online training through Police Law Institute. This month’s topics are 2022 Supreme Court Decisions.



City of Flagler Beach

Water Treatment Plant



To: William Whitson, City Manager
From: Jim Ramer, Water Plant Superintendent
Subject: Monthly Report for September 2022

October 4, 2022

In September 2022 we produced 16,199,000 gallons of drinking water with a daily average of 540,000 gallons. Compared to September 2021 we produced 21,750,000 gallons last year. Compared to August 2022 we produced 19,079,000 gallons of drinking water with a daily average of 615,000 gallons

The rainfall for September was 18.31 inches. The water treatment plant (WTP) consumed 2,700 Gallons. The irrigation system at WTP used 10,778 Gallons. We used 47,595 Gallons for flushing the Nano-filtration skids offline at night time on a daily base.

To stay in compliance with the DEP rule we have to maintain chlorine residual through the distribution system. The auto flusher at the North End of town used 916,100 gallons. We flushed Lakeshore Dr due to low chlorine residual using 10,000 gallons. We flushed the Sea side landing using 20,000 gallons. The fire department used 15,000. We lost about 275,000 gallons due to main breaks.

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 collect well samples, statics, and draw-downs for St. Johns River Water Management. We also keep daily records for the monthly reports that are required to be turned into the Department of Environmental Protection Agency every month. We also

do Monthly reports for DEP on disinfection byproducts. We have the midnight shift flush the trains with high pH permeate water. We clean both degasifier every two weeks.

According to our population, DEP requires us to take 5 bacteriological samples from the distribution system monthly. We collected our monthly bacteriological samples. All samples passed on September 20th.

I have B. Nelson and, J. Mesuita performs weekly vehicle checks. they check all the fluids such as Brake fluid, windshield wiper fluid, transmission fluid, and all the lights to ensure that vehicle is in good working order and prevent any future problems.

We collected our monthly well samples and perform draw-downs and static levels measurements for in-house analysis. Exercise the well's generator and ran a routine check on all sites. We cleaned electrical cabinets, and fans, mowed, weed-eating and spray wells sit with bleach to control weeds. Finally, we collect meter readings to update our records.

We performed a Bacteriological test on all the water breaks and connections. We also assisted T & D on main breaks.

We changed the pre-filters on Train #1. We cleaned the pre-filters on trains 2,3 and 4.

We changed the pre-filters on CIP.

We dried out the wires conduit going to the Degasifier Blower VFD.

We reorganized the shelves in the maintenance room.

We filled the fuel tank at the Million Gallon Tank Booster Station during Hurricane Ian.

We changed the VFD on Well 13.

We had to use chainsaws to clear the road in the wellfield.

Had Hurricane Ian ravaged our City on September 28th and September 29th. The only real damage is done to the City South Tank Vent. We repaired the vent.

#6
10-13-22
agenda

SPECIAL MEETING OF THE FLAGLER BEACH CITY COMMISSION THURSDAY, SEPTEMBER 22, 2022 AT 5:01 P.M. AND TO BE CONTINUED UNTIL ITEMS ARE COMPLETE. CITY COMMISSION CHAMBERS, 105 S. SECOND STREET, FLAGLER BEACH, FLORIDA 32136

MINUTES

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

PUBLIC HEARINGS

3. RESOLUTION 2022-12, A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA LEVYING THE AD VALOREM PROPERTY TAX MILLAGE RATE FOR THE MUNICIPAL PURPOSES ON ALL TAXABLE PROPERTY WITHIN THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022, STATING THE MILLAGE TO BE LEVIED IS 5.4500 IN FLAGLER COUNTY AND 5.4500 IS THE RATE TO BE LEVIED FOR VOLUSIA COUNTY; AND PROVIDING AN EFFECTIVE DATE – FINAL READING: Attorney Smith read the title of the resolution into the record, including noting the rate is greater than the roll back rate of 4.8242 in Flagler and Volusia Counties with a 12.97% increase. Mr. Whitson reviewed a memo from the Property Appraiser regarding additional funds due to a miscalculation. Mr. Whitson stated at this point it amounts to about \$14,000. Commissioner Sherman asked that the money be put aside and not spent. Mr. Whitson and Attorney Smith reported the numbers are not exact every year, and any extra monies are put into reserves. Chair Bryan opened public comments. Steve Dalley, and Rick Belhumeur provided comments. Chair Bryan closed public comments. Commissioner Sherman requested a budget breakdown, line by line, in the 1st quarter budget report. Motion by Commissioner Mealy to approve Resolution 2022-12. Commissioner Phillips seconded the motion. The motion carried four to one, with Commissioner Cooley voting no.
4. RESOLUTION 2022-13, A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, ADOPTING BUDGETS FOR THE GENERAL FUND, UTILITY FUND, SANITATION FUND, STORMWATER FUND, CRA FUND, PIER ENTERPRISE FUND, AND BUILDING CODE INSPECTION FUND FOR THE FISCAL YEAR 2022-23 FIXING APPROPRIATIONS THEREIN; PROPOSING EXPENDITURES THERE UNDER; AND DETERMINING THE AMOUNT OF MONEY TO BE RAISED BY TAXATION AND PROVIDING AN EFFECTIVE DATE HEREOF – FINAL READING: Attorney Smith read the title of the resolution into the record. Chair Bryan opened public comments. Steve Dalley provided comment. Chair Bryan closed public comments. Commissioner Cooley suggested a project tracker on the website. Motion by Commissioner Phillips to approve Resolution 2022-13. Commissioner Mealy seconded the motion. The motion carried unanimously, after a roll call vote.

5. ADJOURNMENT: Commissioner Mealy put forth a motion to adjourn the meeting at 5:31 p.m.

Attest:

Ken Bryan, Chair

Penny Overstreet, City Clerk

#6
10-13-22
agenda

SPECIAL MEETING OF THE FLAGLER BEACH CITY COMMISSION, TUESDAY, OCTOBER 4, 2022, 12:00 P.M. (NOON) IN THE COMMISSION CHAMBERS AT 105 SOUTH SECOND STREET, FLAGLER BEACH, FLORIDA 32136

MINUTES

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

ABSENT: Commissioners Eric Cooley and James Sherman.

1. CALL THE MEETING TO ORDER: Chair Bryan called the meeting to order at 12:00 p.m.

2. RESOLUTION 2022-17 A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, RENEWING THE DECLARED STATE OF EMERGENCY, AND ENACTING THE POWERS OF CHAPTER 14, ARTICLE III, EMERGENCY MANAGEMENT PROVIDING FOR CONFLICT AND AN EFFECTIVE DATE: Attorney Smith read the title of the resolution into the record. Chair Bryan opened public comments. Rick Belhumeur provided comment. Chair Bryan closed public comments. Motion by Commissioner Mealy to approve Resolution 2022-17. Commissioner Phillips seconded the motion. The motion carried unanimously, after a roll call vote.

3. GENERAL DISCUSSION POST –STORM AND ANY NECESSARY ACTION:
 - CONSIDER TEMPORARY WAIVERS TO CERTAIN CODIFIED CODE AND RESOLUTIONS:
Clerk Overstreet reviewed waivers the officials had implemented in previous disasters to provide relief to residents whose property was damaged. Motion by Commissioner Phillips to allow a temporary waiver of Section 2.06.08.4.1, (3) (a), (c), and (g) Temporary structures, utility trailers, and recreational vehicles, to allow the residents of these flooded homes to reside in a recreation vehicle on property while the remediation is occurring in the primary residence, and temporary waiver for placement of a trailer on a residential property, and a temporary waiver of Section 2.06.08.4.2(e) to allow a portable storage unit to remain on site in excess of seven (7) consecutive days, and in excess of fourteen days in a calendar year. Also, direct the Building Department to waive permit fees for fence replacement and interior drywall demolition. Commissioner Mealy seconded the motion. The motion carried unanimously, after a roll call vote.

Mr. Whitson reviewed the recovery actions staff is taking to assist residents. Mr. Whitson reviewed the FEMA Categories of which we have been approved. Category A: Debris Pick-up, Category B: reimbursement for 72 hours of preparation before the storm, Public Assistance, and Individual Assistance.

Mr. Whitson suggested turning the planned State of The City meeting into a Storm Update; the tentative date is October 26.

Mr. Whitson reminded; recovery will take time, please be patient, and the spoke of the staff's dedication.

The Officials posed questions to the City Manager requesting updates:

Commissioner Bryan, status of the pier, will it open again: Mr. Whitson advised a cost/benefit study will be necessary to determine if it will cost efficient to do temporary/stabilization repairs or go ahead with ultimate demolition that was already planned for later in the year.

Commissioner Bryan inquired on the status of the Golf Course: Mr. Whitson responded certain assets are insured. Staff is scheduled to meet tomorrow with the Insurance representatives to inspect. Mr. Whitson advised while the golf course is on his list of items to address; safety issues, and stabilization of the utilities and infrastructure, are priority.

Commissioner Bryan inquired regarding water sewer usage restrictions: Mr. Whitson advised the restrictions were lifted and information was posted on the web page and social media.

Commissioner Phillips inquired about power restoration: Mr. Whitson responded that a reported 98% have power restored, a couple of points to address to restore power at 100%.

Commissioner Phillips inquired if the radio station was damaged: Mr. Whitson responded yes, and advised the stations equipment is not covered by the City's insurance. Mr. Whitson is looking at programs that may be able to assist the station owner with financial assistance for replacement of the equipment that was damaged.

Mayor Johnston requested explanation of why the bridge was opened so soon after the storm: Mr. Whitson responded the decision was made in coordination with the EOC, if the damage were worse we wouldn't have opened it.

Mayor Johnston inquired about the status of staff, and if we would be bringing in additional day labors: Mr. Whitson responded yes, if necessary, and advised of the assistance he is receiving from other companies/agencies.

Mayor Johnston asked if the beach was open or closed: Mr. Whitson responded many of the walkovers are closed; therefore, access is limited and may be closed in areas. Mr. Whitson referred to safety issues, which included large debris in the water, nails, sharp

items in sand and water, and possible bacteria. (We are waiting for the Department of Health to return test results).

Attorney Smith reiterated Mr. Whitson's point that the beach is open; however, we are advising you are doing this at your own risk, debris, bacteria and, nails.

Chair Bryan opened public comments. Scott Spradley, Rick Belhumeur, Linda Carpenter, Evie Little, Chuck Westfall, and Tiffany Wiggin provided comments. Chair Bryan closed public comments.

Clerk Overstreet requested the Commission agree to schedule a special meeting to renew the declaration of emergency if necessary. The Commission reached a consensus to schedule a special meeting on October 10, 2022 at 4:00 p.m. and a workshop meeting on October 13, 2022 at 4:30 to discuss the Wastewater Treatment Plant Project.

4. ADJOURNMENT: Commissioner Phillips motioned to adjourn the meeting at 1:08 p.m.

Attest:

Ken Bryan, Chair

Penny Overstreet, City Clerk