

REGULAR MEETING OF THE FLAGLER BEACH CITY COMMISSION THURSDAY, JULY 28, 2016 AT 5:30 P.M.
AND TO BE CONTINUED UNTIL ITEMS ARE COMPLETE. CITY COMMISSION CHAMBERS, 105 S. SECOND
STREET, FLAGLER BEACH, FLORIDA 32136

AGENDA

1. Call the meeting to order.
2. Pledge of Allegiance followed by a moment of silence to honor our Veterans, Members of the Armed Forces and First Responders.
3. Proclamations and Awards.
 - A. Certificates of Appreciation for Beach Sign Survey Volunteers.
 - B. Presentation from Emergency Operations Public Safety Manager Steve Garten.
4. Deletions and Changes to the Agenda.
5. Comments regarding items not on the agenda. Citizens are encouraged to speak. However, comments should be limited to three minutes.

CONSENT AGENDA

6. Approve the Minutes of the Regular Meeting of July 14, 2016.
7. Approve creating a part-time Code Enforcement Officer position. – Staff assigned Liz Mathis.

GENERAL BUSINESS

8. Consider a request to review order conditionally approving "Request for Special Exception" granted to Creative Works and Events during the June 23, 2016 Commission Meeting. – Applicant Linda Hagman.
9. Resolution 2016-32, a Resolution by the City Commission of the City of Flagler Beach, amending Resolution 2015-14 which approved a traffic signal maintenance and compensation agreement with the Florida Department of Transportation, providing for conflict and an effective date. – Staff assigned Penny Overstreet.
10. Resolution 2016-33, a Resolution by the City Commission of the City of Flagler Beach, amending Resolution 2015-24 which adopted the FY 15/16 budget, to reflect a budget amendment for various city activities; providing for conflict, providing an effective date herof. – Staff assigned Kathleen Doyle.
11. Establishment of Fiscal Year 16/17 Tentative General Fund Millage Rate for the DR420 Certification of Taxable Value and set date for the budget hearings in September. – Staff assigned Kathleen Doyle.
12. Discussion and possible action regarding Investment Committee and PAR Board training. – Staff Assigned Penny Overstreet.

COMMISSION COMMENTS

13. Commission comments, including reports from meetings attended.

PUBLIC HEARINGS

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

STAFF REPORTS

15. Staff Reports.

16. 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.

#6

MINUTES

PRESENT: Mayor Linda Provencher, Chair Jane Mealy, Vice-Chair Marshall D. Shupe, Commissioners Richard Belhumeur and Kim M. Carney, City Attorney D. Andrew Smith, III, City Manager Larry M. Newsom, and City Clerk Penny Overstreet.

ABSENT: Commissioner Joy McGrew.

1. CALL THE MEETING TO ORDER: Chair Mealy called the meeting to order at 5:30 p.m.
2. PLEDGE OF ALLEGIANCE FOLLOWED BY A MOMENT OF SILENCE TO HONOR OUR VETERANS, MEMBERS OF THE ARMED FORCES AND FIRST RESPONDERS: Mayor Provencher led the pledge to the flag.
3. PROCLAMATIONS AND AWARDS:
 - A. CERTIFICATES OF APPRECIATION FOR ASSISTANCE AND DESIGN OF THE TURTLE AWARENESS CARDS: Captain Matt Doughney and Mayor Provencher presented certificates of appreciation to Corris Caro, Klara Arcierno, Lori Ottlein, and Commissioner Kim Carney for their efforts in raising awareness for sea and gopher tortoises. Mr. Art Woosley was not present to accept a certificate.
4. DELETIONS AND CHANGES TO THE AGENDA: None.
5. COMMENTS REGARDING ITEMS NOT ON THE AGENDA. CITIZENS ARE ENCOURAGED TO SPEAK. HOWEVER, COMMENTS SHOULD BE LIMITED TO THREE MINUTES: Paul Eik commented, staff that did not maintain ATV's should not be provided new ones.

CONSENT AGENDA

6. APPROVE THE MINUTES OF THE REGULAR MEETING OF JUNE 23, 2016:
7. APPROVE A USE AGREEMENT BETWEEN VERN SHANK AND CHRIS LASH AND THE CITY OF FLAGLER BEACH FOR THE PIER SMALL STORAGE SPACE – PENNY OVERSTREET, CITY CLERK:
8. APPROVE A JANITORIAL SERVICE AGREEMENT BETWEEN ATLAS JANITORIAL SERVICE, INC. AND THE CITY OF FLAGLER BEACH – LIZ MATHIS, HUMAN RESOURCE OFFICER:
9. APPROVE A LICENSE AGREEMENT BETWEEN BRIGHTHOUSE NETWORKS, LLC AND THE CITY OF FLAGLER BEACH FOR THE INSTALLATION OF A CAMERA, MOUNT, PROTECTIVE HOUSING, TRANSMISSION CABLING AND ELECTRICAL CONNECTION ON THE PIER TO PROVIDE REMOTE WEATHER IMAGERY OF CONDITIONS IN THE AREA – LARRY NEWSOM, CITY MANAGER:

10. APPROVE A FUNDING AGREEMENT BETWEEN THE RIVER TO SEA TRANSPORTATION PLANNING ORGANIZATION (R2CTPO) AND THE CITY OF FLAGLER BEACH , FOR THE FY 2016-2017 IN AN AMOUNT NOT TO EXCEED \$456.00 – PENNY OVERSTREET, CITY CLERK:
11. APPROVE THE CREATION OF A PART-TIME POSITION IN THE PUBLIC WORKS DEPARTMENT AS WELL AS THE JOB DESCRIPTION – LIZ MATHIS, HUMAN RESOURCE OFFICER:
12. RE-APPOINT STEVE FISHBEIN TO THE INVESTMENT COMMITTEE – PENNY OVERSTREET, CITY CLERK:

Chair Mealy pulled item 12 for discussion. Commissioner Belhumeur pulled item 8 for discussion. Chair Mealy reviewed the remaining items on the consent agenda. Chair Mealy opened public comment. Paul Eik provided comment. Chair Mealy closed public comment. Motion by Commissioner Shupe to approve consent agenda items 6, 7, 9, 10, and 11. Commissioner Carney seconded the motion. The motion carried unanimously. Commissioner Belhumeur stated his purpose for pulling item 8 was in reference to the cleaning schedule on page two. Commissioner Belhumeur stated the restrooms at Wickline Park need cleaning on the weekend more often than weekdays. The Commission reached a consensus to remove one of the weekday cleanings and increase a weekend cleaning. Motion by Commissioner Belhumeur to approve item eight, on the consent agenda, as amended. Commissioner Shupe seconded the motion. The motion carried unanimously. Chair Mealy stated she pulled item twelve, not regarding the appointment, but rather for the information in the summary regarding the required training. Chair Mealy additionally suggested training for the Planning Board members. The Commission reached a consensus to place an item on the next agenda regarding board training. Motion by Commissioner Belhumeur to approve agenda item twelve. Commissioner Carney seconded the motion. The motion carried unanimously.

GENERAL BUSINESS

13. CONSIDER A REQUEST FOR A SPECIAL EVENT “SURFERS FOR AUTISM” PROPOSED FOR AUGUST 20, 2016, APPLICANT IS SEEKING FINANCIAL COMPENSATION FOR CITY SERVICES – APPLICANT DON RYAN, SURFERS FOR AUTISM, INC. – STAFF ASSIGNED PENNY OVERSTREET: Representatives from the First Coast Chapter of Surfers for Autism presented the request to hold the event on the North side of the pier and in Veterans Park. Discussion ensued regarding the cost estimate and the staff suggestion of time charged for Lifeguards, Firefighters and Police. Chair Mealy opened public comment. No comments were offered. Chair Mealy closed public comments. Motion by Commissioner Carney to co-sponsor Surfers for Autism in the amount \$521.06. Commissioner Belhumeur seconded the motion. The motion carried unanimously.
14. CONSIDER A FORMAL DECISION REGARDING KID ZONE VENDOR FOR FIRST FRIDAY’S, APPLICANT CHRIS MURPHY, FLAGLER BOUNCE: Chris Murphy reviewed his request. Mr. Murphy stated Brady Media should not be given the option to be in the rotation for First Friday’s, and he should be the vendor going forward, unless the city negotiates for another vendor to be in the rotation. Commissioner Shupe advised the offer was not from the city; therefore we have no say in outside business. Mr. Murphy stated he is asking the Commission to make that decision. Commissioner Carney stated the City

Manager set a policy, until he decides to change it she is staying with that. City Manager Newsom commented there is a draft policy, it's basically complete. Mr. Newsom reported he wanted the administrative policy to spell everything out; it is a CRA event. Mr. Newsom reported he had told Ms. Michaux (Brady Media) the board had not changed anything regarding the management rotation of First Friday. Commissioner Carney reiterated she is not willing to change the policy. Commissioner Belhumeur expressed opinion; the offer was made by Brady Media, in a way to persuade the commission to give her the Fourth of July event. That said he feels she should keep her offer to Mr. Murphy to be the vendor for the remaining First Fridays in 2016. Commissioner Mealy stated she listened to the audio from the meeting again. Ms. Michaux made the offer and Mr. Murphy declined it saying he does them for free and it wouldn't benefit him. Commissioner Mealy feels the city should stay with its current policy. Mayor Provencher stated yes, that is what he said at that meeting, but she has opinion that Ms. Michaux should stick to her offer. Mr. Murphy stated he never said no, and thought they were still negotiating, and that particular item was still open. Chair Mealy opened public comment. Charlene Michaux, Brady Media, Flagler Parent Magazine, apologized to the Commission if they think she tried to mislead them in any way, she felt it was an offer of good gesture, that he refused. Chair Mealy closed public comment. Mayor Provencher feels a plan needs to be on place in case another vendor wants to participate. The Commission took no action.

15. CONSIDER A REQUEST FOR THE CITY OF FLAGLER BEACH TO CONSOLIDATE THE NOVEMBER 11, 2016, VETERANS DAY CELEBRATION TO ONE AREA WIDE PROGRAM PRESENTED AT THE FLAGLER COUNTY AIRPORT, APPLICANT RAYMOND PARKER: Ray Parker requested the Commission consolidate for this particular event "Freedom Fest 2016" due to the presence of the traveling Vietnam Memorial Wall. Discussion ensued and included the Elected Officials participating in the event at the airport and additionally having a program here in Flagler Beach, the people and groups who assist with our event not being available, and creating a shuttle for those residents without transportation. Chair Mealy opened public comment. Paul Eik provided comments. Chair Mealy closed public comment. Chair Mealy stated her intent to try to organize something for Flagler Beach. Motion by Commissioner Carney, that we consolidate. Commissioner Belhumeur seconded the motion. The motion carried unanimously.
16. DISCUSSION AND DIRECTION RELATED TO THE 2017 REGIONAL LEGISLATIVE PRIORITY REQUEST FROM FLAGLER COUNTY FOR THE NORTHEAST FLORIDA REGIONAL COUNCIL (NEFRC) – LARRY NEWSOM, CITY MANAGER: City Manager Newsom reviewed the draft priority request. Discussion ensued. The Commission reached consensus to submit to the County the following items for consideration for the North East Florida Regional Planning Council Legislative Priority List. Consideration to ensure no unfunded mandates to local municipalities, water quality and waste water infrastructure, Flagler Beach restoration, municipal election dates, and communication service tax. City Manager Newsom advised the Commission he would also be submitting requests via our lobbyist and our legislatures. Chair Mealy opened public comment. No comments offered. Chair Mealy closed public comment.
17. REVIEW THE JUNE 2016 FINANCIAL BUDGET REPORT – KATHLEEN DOYLE, FINANCE DIRECTOR: Ms. Doyle reviewed the 3rd quarter report for the General, CRA, Building Code Inspection, Pier, Utility, Sanitation and Stormwater funds.

The meeting recessed at 7:29 p.m. The meeting reconvened at 7:42 p.m.

COMMISSION COMMENTS

18. COMMISSION COMMENTS, INCLUDING REPORTS FROM MEETINGS ATTENDED: The Elected Official's reported their attendance at meetings gatherings and events since the last regular meeting. Commissioner Carney reported the beach sign survey is complete. Commissioner Carney requested the Clerk place an item on the next agenda to present certificates of appreciation to the volunteers who assisted. Commissioner Carney requested and received consensus to add Mr. Boda's survey results to the appendices of the Beach Management Plan. Commissioner Belhumeur presented pictures of lifeguard chairs used in Ocean City Beach Maryland. Commissioner Belhumeur reported after speaking with the lifeguard staff in Maryland, that the design they use last approximately 8 to 10 years. Commissioner Belhumeur stated he has commitment from a builder to build one for free, and additionally, has commitment for donation of the material. Commissioner Belhumeur reported he will not be in attendance at the August 11, 2016 regular meeting. Discussion ensued regarding the Fourth of July event, comments related to the management of the event were positive. City Manager Newsom reported payment on one of the checks for the fireworks show was stopped, and he has reached out to the owner of Santore to schedule a meeting to discuss the breakdown in this year's show. Mayor Provencher expressed her disappointment in the lack of volunteers for the after event (Fourth of July) beach clean-up. Mayor Provencher expressed the beach clean-up should be planned just as the event traffic is. Chair Mealy reported she has received 19 responses for the Senior Saturday program. Chair Mealy suggested a meet and greet with the City Manager's spouse Lisa.

STAFF REPORTS

19. STAFF REPORTS. Attorney Smith reported the final bid on the foreclosure sale for the Culver property was \$37,000. The bidder was a contractor and appears to want to repair the property and resell it. Attorney Smith reported the "Beachside Partners" Pilittieri property has indicated intent to file suit. Council Dale Scott has suggested offering a modest settlement, which has been pre-approved by our insurance to avoid litigation expenses. The Commission reached a consensus to have council move forward with the modest offer of settlement. Attorney Smith reported he and the City Manager met with the Montessori School's representative regarding the list of "demands." Attorney Smith reported the school's council Attorney Bayer portrayed the list as more of a "wish list." Attorney Smith expected to have first reading of the ordinance adopting the lease on the July 28th agenda. Attorney Smith sought direction in regards to an offer for the property at which the S. 27th Street dune walkover is located. The Commission reached consensus for the City Attorney to offer \$5,000. City Manager Newsom reported the survey of the former mosquito control property is complete and Planner Tornio reviewed the property and has determined two buildable lots can be platted. The Commission will need to consider a Future Land Use Map (FLUM) change from "Other Public Facilities" to "Residential" designation. The Commission reached consensus to have staff move forward with the FLUM change and the minor re-plat. The Commission reached a consensus to set the budget workshop dates as Monday, August 1, 2016 at 9:00 a.m. and

Thursday, August 25, 2016 at 9:00 a.m. City Manager Newsom reported on the off-site parking for the Fourth event.

20. ADJOURNMENT: Motion by Commissioner Shupe to adjourn the meeting at 9:09 p.m. Commissioner Belhumeur seconded the motion. The motion carried unanimously.

Attest:

Penny Overstreet, City Clerk

Jane Mealy, Chair



FLAGLER BEACH CITY COMMISSION

City Manager's Report

Item No. 7

Meeting Date: 7/28/2016

Issue: Create a Part-Time Code Enforcement Position

From: Liz Mathis, Human Resource Officer

RECOMMENDATION:

Approve creating a part-time Code Enforcement Officer position.

BACKGROUND:

Currently the Chief Building Official handles code enforcement issues, but with the increase in building permits and inspections, time spent on code issues is very limited. This part time position would report to the Chief Building Official and would enable the City to take a more proactive approach to code enforcement issues.

BUDGETARY IMPACT:

None

LEGAL CONSIDERATIONS/SIGN-OFF:

PERSONNEL:

POLICY/REQUIREMENT FOR BOARD ACTION:

IMPLEMENTATION/COORDINATION:

Attachments

- 1. Copy of Job Description**

JOB DESCRIPTION

JOB TITLE: CODE ENFORCEMENT OFFICER

DEPARTMENT: Building and Zoning

SUMMARY: This position is responsible to enforce codes, ordinances and related regulatory requirements for the general public and business entities within the City. This position investigates complaints regarding alleged code violations, determines the validity of the complaint, issues notices of violation and provides remedial action to correct the violation. Prepares cases and presents testimony and evidence at special magistrate hearings when necessary.

DUTIES AND RESPONSIBILITIES: (Which are not in any hierarchical order)

1. Enforces and maintains general policies for code enforcement.
2. Responds to calls and investigates complaints of code, ordinance, nuisance or otherwise non-compliant conditions on private property, public property and on business establishments.
3. Researches and identifies code violations and issues notices of violations and citations in accordance with city code.
4. Completes case documentation and incident reports and complies supporting documentation in order to document and explain facts and circumstances surrounding the violation.
5. Provides information and assistance to the general public, commercial interests and businesses regarding code enforcement issues.
6. Attends Special Magistrate hearings and presents testimony.
7. Operates photography equipment used to photograph and visually document code violations.
8. Works with both City Attorney and City Manager, as well as outside agencies, to amend, develop and implement procedures to ensure proper enforcement.

KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge of City ordinances, rules and codes.

Knowledge of standard office practices.

Knowledge of procedures used in code inspection.

Ability to communicate effectively both orally and in writing.

Ability to read and understand Land Development Code and related regulations.

Ability to input, retrieve and access information on a computer.

Obtain information through interview and observation.

PHYSICAL REQUIREMENTS AND WORK ENVIRONMENT:

1. Work involves exposure to potentially hazardous situations.
2. There is frequent need to walk, lift and climb. This position may also have varying shifts.
3. The City of Flagler Beach promotes a drug/alcohol free work environment through the use of mandatory pre-employment, random and/or reasonable suspicion drug testing.
4. This position will also require the use of City vehicles on City business. Individuals must be physically capable of operating the vehicles safely and have an acceptable driving record.

MINIMUM QUALIFICATIONS:

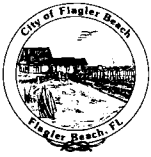
Graduation from an accredited high school or possession of an acceptable equivalency diploma.

Code enforcement or law enforcement experience preferred. Must possess Level I Code Enforcement Certification or be able to obtain within 6 months of hire date.

LICENSES, CERTIFICATIONS, REGISTRATIONS:

Possession of a valid Florida Driver's License.

A comparable amount of training and experience may be substituted for the minimum qualifications.



FLAGLER BEACH CITY COMMISSION

City Manager's Report

Item No. 8

Meeting Date: 07-28-2016

Issue: Consider a request to review order conditionally approving "Request for Special Exception" granted to Creative Works and Events during the June 23, 2016 Commission Meeting.

From: Applicant Linda Hagman

Summary Provided by: Deputy City Clerk, Jeanelle Pagano

Organization: COFB

RECOMMENDATION:

BACKGROUND:

This request was submitted by a member of the public, Linda Hagman, who lives at 914 S. Ocean Shore Blvd. She is requesting that the commissioners "revisit" the conditional recommendation #3 as stated in the "Order Conditionally Approving Request for Special Exception" of a "portable restroom with a minimum clean out of once per week". The commission conditionally approved this Special Exemption on a six month trial period.

BUDGETARY IMPACT:

LEGAL CONSIDERATIONS/SIGN-OFF:

PERSONNEL:

POLICY/REQUIREMENT FOR BOARD ACTION:

IMPLEMENTATION/COORDINATION:

Attachments

Letter from Linda and Tom Hagman
Minutes from the 6/23/2016 Commission Meeting
Order for Special Exception

City of Flagler Beach

Agenda Application

INDIVIDUAL'S NAME: Linda Hagman

BUSINESS NAME: _____
(If Applicable)

STREET ADDRESS: 914 S. Oceanshore
(If within City of Flagler Beach)

MAILING ADDRESS: P.O. Box 419
(Please provide City & Zip Code)

PHONE NUMBER: Linda @ Hagman.COM

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

attached

BACKGROUND INFORMATION REGARDING THE SUBJECT:

attached

(OVER)

City of Flagler Beach

Agenda Application Continued

REQUESTED ACTION SOUGHT FROM THE COMMISSION:

review of order approving special exception

ATTACHMENTS:

yes

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

The maximum time allowed for each request is 10 minutes.

Linda Magna

SIGNATURE OF APPLICANT

7-8-2016

DATE

Dear Commissioners,

July 8, 2016

The purpose of this letter is to file a complaint regarding the "Order conditionally approving Request for Special Exception" granted to Creative Works & Events during the City of Flagler Commission Meeting held June 23, 2016. Prior to this meeting, having been out-of-town during the Planning and Review Board meeting of June 7, 2016 upon returning I called to voice my concerns and questions to Larry Torino. I was advised that their petition did not satisfy the "special exception requirements" and the "Board, by a vote of 3-1, voted to recommend denial to the City Commission based on the use failing to satisfy the requirements of Land Development Regulations Section 2.96.01 Special Exception Requirements criteria number 2,3 and 4."

However, at the Commission meeting June 23rd, low and behold, documents were presented from the Planning and Review Board conditionally granting their approval. This approval was given after receiving a response from Creative Works & Events. These documents were only presented the evening of the meeting June 23rd and were not made available to the public until days after the meeting. Neither was the letter from Roseanne Stocker, presenting her concerns regarding the approval of this exception.

I voiced my concerns regarding this exception at the meeting which pertained mostly to the possible traffic resulting from the operation of a Farmer's Market. However, much to my horror the commission granted this exception which seemed to address some of the traffic concerns but specified that a "portable restroom with a minimum clean out of once per week" be installed on site. In other words, in the last business of the evening, our City Commissioners sanctioned, **in essence, an "outhouse" be installed permanently next to neighboring residences.**

This is not acceptable.

Ironically, Creative Works & Events initially addressed this issue in their response to the Planning Committee's concerns, (page 4 to addition to Item 19 document):

"Though it is not required of us, we understand a portable restroom may be a suggestion for the vendors or patrons of the market. We would be willing to consider the rental of such a restroom and safely, discreetly and conveniently place it on the property. However, we may only be able to ensure delivery and pick-up on business days meaning the portalet would have to remain on the property over the weekend, which does not seem to be permitted. **...So if this is not an option, we request as a backup you consider that patrons or vendors of the market are able to easily access a few number of restrooms while supporting a local nearby business or eateries, or in the worst case are only 8 blocks of an ocean front walk from the pier where there are public restrooms.**"

My concerns regarding the traffic were unfounded. Kayla and Travis Moses conducted the market as planned. However, let it be noted that the traffic to their market was quite limited due to scorching heat. It could be a very different story come this Fall and Winter when the weather is more favorable for a business of this type. However, in the meantime, the residents have to contend with basically an "outhouse" being installed in the middle of our neighborhood. This structure does not seem to meet the following special exceptions:

3. That the use will not cause substantial injury to the value of other property in the neighborhood where it is to be located. Although it can be argued that the operation of a once a week Handmade Market does not cause "injury to the value of other property" the installation of a permanent "outhouse" on site adjacent to residential backyards most certainly does.

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

Installation of a permanent "portable restroom" on a vacant lot certainly does not contribute to the health, safety and welfare of an area surrounded by a residential neighborhood. Furthermore in quoting from the Planning and Building Department's letter of June 15, 2016 to Chairperson Jane Mealy, page 4 of 5, "Staff recommends conditions, if deemed warranted, be imposed to the most reasonable extent possible ensuring the integrity of the surrounding residential uses is not compromised."

Installation of a permanent portable restroom most certainly compromises the surrounding residential uses.

We are requesting that the commissioners "revisit" the conditional recommendation #3 as stated in the "Order Conditionally approving request for special exception" of a "portable restroom with a minimum clean out of once per week". I have attached the following to assist:

Picture 1: This is the view from the barbeque on our deck. How would you feel preparing food on your barbeque overlooking an "outhouse"? Pretty disgusting. How would you like to have friends visit your backyard with a backdrop of an "outhouse"? As this picture indicates, this permanent portalet is within just feet of our property line and those of our neighbors.

We would like this portalet or "outhouse" to be removed immediately but would like to offer a suggestion that would perhaps benefit all concerned. It was suggested at the meeting that the patrons of the Market use the public parking area on the corner of 8th street and Central. Why not allow this portalet to be moved to the public parking area? It would be close to the Market and easily accessible. I have attached Picture 2 to demonstrate there is plenty of room to position a portalet so as not to impact a neighboring residence. The impact of moving a portalet next to an auto body shop is substantially less than having it adjacent to a residence.

Either way, positioning a portalet or "outhouse" on a permanent basis next to a residence/s is not acceptable. I want to believe it was not your "intention" to do this. You were seeking a way to allow Kayla and Travis of Creative Works & Events an affordable opportunity to bring a unique business to the Flagler Beach community. We would like to see that happen as well but with consideration of our public health, safety, welfare and convenience and preservation of our property value.

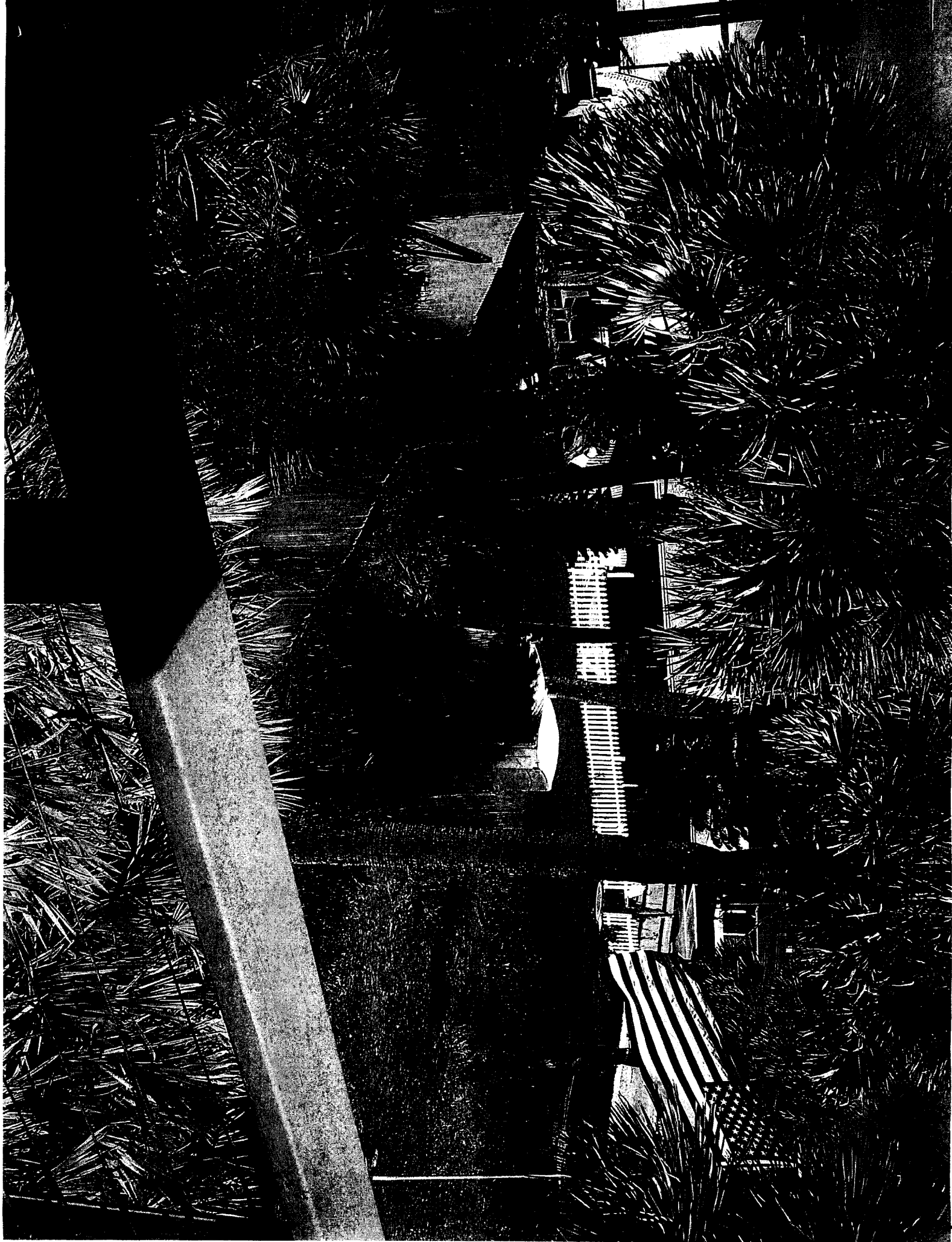
Thank you for your consideration. We would like to have an opportunity to present this concern at the July 28, 2016 meeting, if possible. Our contact information is below.



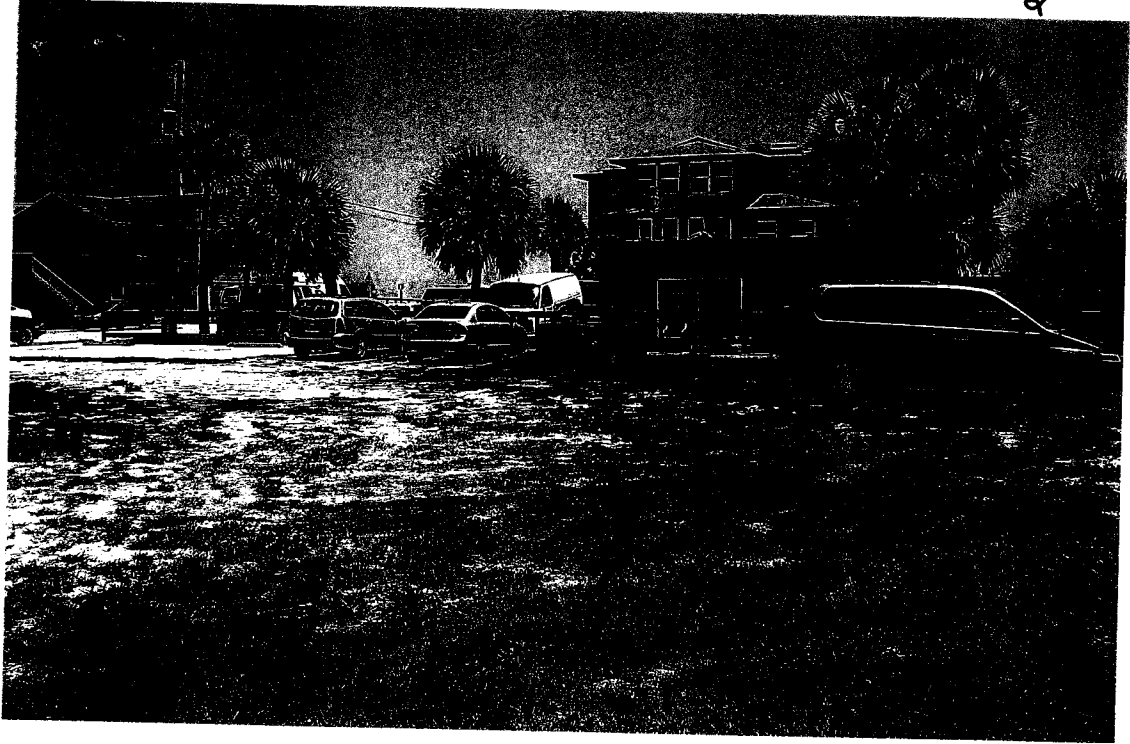
Tom and Linda Hagman
P.O. Box 419
914 South Oceanshore Blvd.
Flagler Beach, Florida 32136
407-341-4706

CC: Larry Torino, City Planner

Two attachments (pictures)



2



initiated negotiations, due to the potential cost, the Commission stated their intent and it is now the lessee's decision to continue on as proposed, negotiate, or end the lease. Attorney Smith reported he has been advised the lessee is looking at other properties, and indicated at the workshop meeting her unwillingness to agree to an increase of more than a few hundred dollars. Discussion continued and included the lessee holding summer classes. Attorney Smith reported if the classes are not complete by the lease end date of August 15, 2016 the city would work with the lessee as to not disrupt the classes. Commissioner Shupe spoke of the recent distribution of the River to Sea Transportation Planning Organizations (TPO) priority project list. City Manager Newsom reported the feasibility study for the expansion of the "Sun Trail" would soon begin. The trail covers the State of Florida. This section in Flagler Beach would most likely utilize the existing sidewalk on A1A, and include accessibility improvements. Commissioner Carney referring to the TPO list, inquired about the SR A1A National and Scenic Historical Coastal Byway Beautification Phase 1 Project, listed as a "Tier B" (projects ready for funding.) Commissioner Carney requested a copy of the grant submittal as she felt it could potentially be included in the working beach management plan. Commissioner Carney inquired on the status of the Investment Committee and requested a meeting scheduled.

The agenda moved to item twenty.

PUBLIC HEARINGS

18. SE 16-06-02: REQUEST FOR A SPECIAL EXCEPTION USE TO CONSTRUCT A SINGLE FAMILY RESIDENCE IN THE TOURIST COMMERCIAL ZONING DISTRICT. THE PROPERTY IN QUESTION IS IDENTIFIED AS 1504 OCEAN SHORE BOULEVARD SOUTH, AKA FUQUAY SUBDIVISION BLOCK 1, LOT 2; PARCEL ID# 18-12-32-2750-00010-0020. APPLICANT: MR. & MRS. MICHAEL AND GAYLE CARVER. – STAFF ASSIGNED LARRY TORINO, PLANNER. Planner Torino reviewed the request. Chair Mealy reported the Planning and Architectural Review Board approved the request 5 to 0. Chair Mealy opened public comment. No comments offered. Chair Mealy closed public comment. Motion by Commissioner McGrew to approve the request for a special exception SPEX 16-06-02. Commissioner Shupe seconded the motion. The motion carried unanimously, after a roll call vote.
19. SE 16-06-01 REQUEST FOR A SPECIAL EXCEPTION USE TO PERMIT A FARMER'S MARKET IN THE GENERAL COMMERCIAL DISTRICT AS PROVIDED FOR IN ORDINANCE 2015-07. THE PROPERTY IS LOCATED AT 904 OCEAN SHORE BOULEVARD SOUTH AND 109 9TH STREET SOUTH, AKA GEORGE MOODY SUBDIVISION BLOCK 16, LOTS 1-2 AND GEORGE MOODY SUBDIVISION BLOCK 16, LOT 3; PARCEL ID# 12-12-31-4500-00160-0010 & 12-12-31-4500-00160-0030, PROPERTY OWNER COASTAL CLOUD PROPERTIES, LLC. APPLICANT: CREATIVE WORKS & EVENTS, LLC (TRAVIS AND KAYLA MOSES) – STAFF ASSIGNED LARRY TORINO, PLANNER: Commissioner Mealy reviewed request. Planner Torino reviewed a power point presentation regarding the request and the allowed uses. Discussion ensued regarding the ordinance that permits this use as a special exception, and how a special exception being specific to a property will stay with the property after the applicant stops the business. Discussion ensued regarding conditions for approval of the request and included; a detailed site plan, limiting to one day per week, noise concerns, parking and generators. Chair Mealy opened public comment.

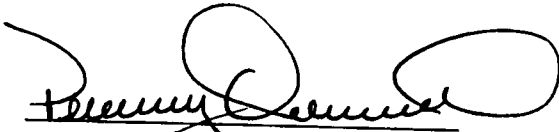
Linda Hagman, Laura Hackett and Edward Lansdowne spoke in opposition to the request. Eric Cooley spoke in favor of the request. Chair Mealy closed public comments. The following are conditions the Commission mandate for approval of the special exception. Sales from vendors are limited to crafts/handmade items. Limited to once per week on Saturday, no earlier than 7:00 a.m. and no later than 5:00 p.m. Portable restroom with a minimum clean out of once per week. Vegetative screening for the portable restroom. Market operator to require vendors to park West of Central Avenue. No generators are permitted. No music amplified or acoustic is permitted. Operation of the market is to be consistent with the submitted site plan (attached). After six (6) months the applicant may reapply with a waiver of the application fee. Discussion ensued. The Clerk read back the conditions earlier stated. Motion by Commissioner Belhumeur to approve subject to the conditions read by the clerk. (Conditions detailed above.) Commissioner McGrew seconded the motion. The motion carried unanimously, after a roll call vote.

The meeting recessed at 7:30 p.m. The meeting reconvened at 7:47 p.m. and the agenda moved to item 17.

STAFF REPORTS

19. STAFF REPORTS: Attorney Smith reported the foreclosure sale related to the Culver case is scheduled for July 13, at 10:00 a.m. on the steps of the Flagler County Courthouse. Attorney Smith reported he was in attendance at the 110 Holly Ave. mediation today. City Manager Newsom reported he is scheduled to meet with the State Secretary of the Florida Department of Environmental Protection (FDEP). City Manager Newsom asked for Commissioner Carney to attend as she led the adoption of the Beach Management Plan. The Commission reached a consensus regarding Commissioner Carney meeting with the City Manager and the FDEP State Secretary on Tuesday July 19, 2016. Mr. Newsom reported the budget workshops will be held in August, and he has met with Nancy Carlton regarding the Strategic Planning Session
20. ADJOURNMENT: Commissioner McGrew motion to adjourn the meeting at 8:44 p.m. Commissioner Carney seconded the motion. The motion carried unanimously.

Attest:


Penny Overstreet, City Clerk


Jane Mealy, Chair

CITY OF FLAGLER BEACH CITY COMMISSION
FLAGLER BEACH, FLORIDA

ORDER CONDITIONALLY APPROVING REQUEST FOR SPECIAL EXCEPTION

The City Commission considered a request on June 23, 2016, in a quasi-judicial hearing for a Special Exception located at Lot(s) 1 & 2, Block 16, and Lot 3, Block 16, George Moody Subdivision, also known as 109 9th Street South, and 904 Ocean Shore Blvd. South Flagler Beach, Florida 32136 ; Parcel ID No.'s 12-12-31-4500-00160-0010 & 12-12-31-4500-00160-0030, submitted by Creative Works & Events, LLC (Travis and Kayla Moses), after reviewing sworn testimony and evidence by City staff, the petitioners and the general public, the City Commission of the City of Flagler Beach makes the following findings of fact:

Competent substantial evidence was presented by the Petitioner or by members of the public that the Special Exception should be conditionally approved for a six month period. A Special Exception to permit a Farmer's Market within the General Commercial (GC) zoned property. The conditional special exception was approved by a motion of Commissioner Belhumeur to approve subject to the conditions read by the clerk. (Conditions read by the clerk are documented below.) Commissioner Shupe seconded the motion. The motion carried unanimously, after a roll call vote. The conditional Recommendations are as follows:

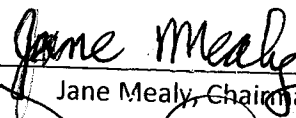
1. Sales from vendors are limited to crafts/handmade items.
2. Limited to once per week on Saturday, no earlier than 7:00 a.m. and no later than 5:00 p.m.
3. Portable restroom with a minimum clean out of once per week.
4. Vegetative screening for the portable restroom.
5. Market operator to require vendors to park West of Central Avenue.
6. No generators are permitted.
7. No music amplified or acoustic is permitted.
8. Operation of the market is to be consistent with the submitted site plan (attached).
9. After six (6) months the applicant may reapply with a waiver of the application fee.

Based upon the foregoing, the request for the Special Exception was **CONDITIONALLY APPROVED**.

DONE AND ORDERED this 1st day of July, 2016 at Flagler Beach, County of Flagler, Florida.

CITY COMMISSION OF THE
CITY OF FLAGLER BEACH

By:


Jane Mealy, Chairman

Attest:


Penny Overstreet, City Clerk

This instrument prepared by Penny Overstreet, City Clerk for the City of Flagler Beach, Post Office Box 70, Flagler Beach, Florida 32136, telephone number, (386) 517-2000.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and accurate copy of the foregoing has been furnished by U.S. Mail to the applicant Travis & Kayla Moses 903 Central Avenue South, Flagler Beach, FL 32136, and to the owner Tim Hale, Coastal Cloud Properties, LLC 38 Northshore Drive Palm Coast, FL 32137 this 1st day of July, 2016.



FLAGLER BEACH CITY COMMISSION

City Manager's Report

Item No. 9

Meeting Date: 07-28-2016

Issue: Resolution 2016-32, a resolution by the City Commission of the City of Flagler Beach, Florida, amending Resolution 2015-14 which approved a traffic signal maintenance and compensation agreement with the Florida Department of Transportation, providing for conflict and an effective date.

From: Penny Overstreet, City Clerk

Organization: COFB

RECOMMENDATION:

Approve

BACKGROUND:

The city adopted contract ARW10 from the Florida Department of Transportation on May 14, 2015. FDOT has since increased the compensation amount for this contract.

BUDGETARY IMPACT:

The City of Flagler Beach will receive a 3% increase in revenue for the maintenance of the signals. This results in an increase of \$291.00 annually.

LEGAL CONSIDERATIONS/SIGN-OFF:

PERSONNEL:

POLICY/REQUIREMENT FOR BOARD ACTION:

Approve the amended contract and authorize the Mayor to execute the agreement.

IMPLEMENTATION/COORDINATION:

Attachments

Exhibit "A": Contract #ARW10
Minutes from the 5/14/2015 Commission Meeting
Resolution 2015-14
Resolution 2016-32

RESOLUTION 2016-32

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, AMENDING RESOLUTION 2015-14 WHICH APPROVED A TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION, PROVIDING FOR CONFLICT AND AN EFFECTIVE DATE.

WHEREAS, the City of Flagler Beach adopted contract ARW10 on May 14, 2015.

WHEREAS, the Florida Department of Transportation has increased the compensation amount of this contract.

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

SECTION 1. That the City of Flagler Beach hereby approves the amended Highway Lighting Maintenance and Compensation Agreement with the Florida Department of Transportation and authorizes the Mayor to execute the agreement as outlined in exhibit "A".

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

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2016.

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

ATTEST:

Linda Provencher, Mayor

Penny Overstreet, City Clerk

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**AMENDMENT TO THE TRAFFIC SIGNAL MAINTENANCE
AND COMPENSATION AGREEMENT**

2016-32

CONTRACT NO. ARW10
FINANCIAL PROJECT NO. 413019-28803
F.E.I.D. NO. F596002308001
AMENDMENT NO. 1

THIS AMENDMENT TO THE TRAFFIC SIGNAL AND MAINTENANCE AGREEMENT ("Amendment") is made and entered into on this _____ day of _____, 2016, by and between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION ("Department"), an agency of the State of Florida, and the CITY OF FLAGLER BEACH, ("Maintaining Agency").

RECITALS

WHEREAS, the Department and the Maintaining Agency on **MAY 27, 2015** entered into a Traffic Signal Maintenance and Compensation Agreement ("Agreement").

WHEREAS, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

All the terms and conditions of the Agreement are superseded and replaced in their entirety by the terms and conditions contained in Attachment "1", Revised Terms and Conditions for the Traffic Signal Maintenance and Compensation Agreement, attached to and incorporated into this Amendment.

IN WITNESS WHEREOF, the undersigned parties have executed this Amendment on the day, month and year set forth above.

CITY OF FLAGLER BEACH

_____, Florida
(Maintaining Agency)

By _____
(Authorized Signature)

Print/Type Name: _____

Title: _____

Attorney: _____ Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By _____
(Authorized Signature)

Print/Type Name: Alan E. Hyman, P.E.

Title: Director of Transportation Operations

Legal Review: _____

ATTACHMENT 1

REVISED TERMS AND CONDITIONS FOR THE
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

CONTRACT NO.	<u>ARW10</u>
FINANCIAL PROJECT NO.	<u>413019-28803</u>
F.E.I.D. NO.	<u>F596002308001</u>

The following terms and conditions replace and supersede all the existing terms and conditions contained within the Traffic Signal and Maintenance Agreement:

- A. The Department is authorized under Section 335.055, Florida Statutes, to enter into this Agreement.
- B. The Maintaining Agency is authorized under **Statutory Authority** to enter into this Agreement and has authorized its undersigned representative to enter into and execute this Agreement on behalf of the Maintaining Agency.

NOW, THEREFORE, in consideration of the mutual covenants contained in the Agreement, the sufficiency of which is acknowledged, the parties mutually agree and covenant as follows:

1. The term "Traffic Signals and Devices" is defined as follows: all traffic signals, interconnected and monitored traffic signals ("IMTS") (defined as signals that are interconnected with telecommunications and are monitored at a central location), traffic signal systems (defined as central computer, cameras, message signs, communications devices, interconnect / network, vehicle, bicycle & pedestrian detection devices, traffic signal hardware and software, preemption devices, and uninterruptible power supplies ("UPS")), control devices (defined as intersection control beacons, traffic warning beacons, illuminated street name signs, pedestrian flashing beacons (i.e., school zone flashing beacons, pedestrian crossing beacons, and Rectangular Rapid Flashing Beacons)), blank-out signs, travel time detectors, emergency/fire department signals, speed activated warning displays, and other types of traffic signals and devices specifically identified within Exhibit A, which are located on the State Highway System within the jurisdictional boundaries of the Maintaining Agency.

The Maintaining Agency shall be responsible for the maintenance and continuous operation of Traffic Signals and Devices ("Project"). The Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with operation of Traffic Signals and Devices upon completion of installation of each of the Traffic Signals and Devices.

2. The Department agrees to pay the Maintaining Agency an annual compensation amount based on the Department's fiscal year. The compensation amount consists of the cost of the maintenance and continuous operation of the Traffic Signals and Devices as identified in Exhibit A, which is attached and incorporated into this Agreement. Compensation will also be made for costs incurred for the repair and/or replacement of damaged Traffic Signals and Devices as identified in Exhibit C, attached and incorporated into this Agreement. Payments by the Department will be made in accordance with Exhibit B. In the case of construction contracts, the Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with the operation of the Traffic Signals and Devices, and shall undertake the maintenance and continuous operation of these Traffic Signals and Devices upon final acceptance of the installation by the Department. Prior to any final acceptance of the installation by the Department, the Maintaining Agency will have the opportunity to inspect and request modifications or corrections to the installation(s) and the Department agrees to undertake those modifications or corrections prior to final acceptance so long as the modifications or corrections comply with the Agreement, signal plans, and specifications previously approved by both the Department and Maintaining Agency. Repair or replacement and other responsibilities of the installation contractor and the Department, during construction, are contained in the Department's Standard Specifications for Road and Bridge Construction.
3. If Traffic Signals and Devices are damaged and the Maintaining Agency did not cause the damages, then the Department shall reimburse the Maintaining Agency for the actual costs incurred by the Maintaining Agency for repairs and/or replacement of Traffic Signals and Devices, once the following occurs:
 - a. The Department has approved a properly completed invoice for reimbursement that was provided to the Department outlining the details of the requested reimbursements; and
 - b. Evidence of the costs incurred were included as an attachment to the invoice.

Exhibit C sets forth additional conditions that apply when the Maintaining Agency seeks to obtain reimbursement for costs incurred for repair and/or replacement of damaged Traffic Signals and Devices. Exhibit C also serves as a form invoice that can be used by the Maintaining Agency. The Maintaining Agency shall obtain written approval from the Department regarding the appropriate method of repair and/or replacement of damaged Traffic Signals and Devices prior to performing repair and/or replacement work. If there is an immediate risk to public safety due to damaged Traffic Signals and Devices and the Maintaining Agency is unable to immediately obtain the Department's written approval regarding the method of repair and/or replacement, then the Maintaining Agency shall immediately repair and/or replace the Traffic Signals and Devices. The Maintaining Agency shall notify the Department within thirty (30) calendar days of becoming aware of any damage to Traffic Signals and Devices caused by third parties. The Department shall be responsible for pursuing reimbursement from individuals and/or the third parties

ATTACHMENT 1

REVISED TERMS AND CONDITIONS FOR THE
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

who cause damages and are liable for replacement and/or repair costs to Traffic Signals and Devices. If the Maintaining Agency causes damages to the Traffic Signals and Devices, then the Maintaining Agency shall repair and/or replace the Traffic Signals and Devices, and the Maintaining Agency shall be fully responsible for the cost of repair and/or replacement to the extent the damages were caused by the Maintaining Agency.

4. The Maintaining Agency shall maintain and operate the Traffic Signals and Devices in a manner that will ensure safe and efficient movement of highway traffic and that is consistent with maintenance practices prescribed by the International Municipal Signal Association (IMSA) and operational requirements of the Manual on Uniform Traffic Control Devices (MUTCD), as amended.
5. The Maintaining Agency's maintenance responsibilities include, but are not limited to, locates, preventive maintenance (periodic inspection, service, and routine repairs), restoration of services, and emergency maintenance (troubleshooting in the event of equipment malfunction, failure, or damage). Restoration of services may include temporary poles and/or signals, stop signs or other methods to maintain traffic. The Maintaining Agency shall record its maintenance activities in a traffic signal maintenance log, as they occur, and include this as part of the annual report, highlighting the time it took to restore the normal service and number of times such events occurred.
6. Neither the Maintaining Agency nor the Department shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by a Force Majeure Event and provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimated duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible.

A "Force Majeure Event" means the occurrence of:

- (a) an act of war, hostilities, invasion, act of foreign enemies, riot, terrorism or civil disorder;
- (b) act of God (such as, but not limited to, fires, explosions, earthquakes, drought, hurricanes, storms, lightning, tornados, tidal waves, floods, extreme weather or environmental conditions, and other natural calamities);
- (c) or another event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence.

7. The Department intends to conduct a structural inspection of the mast arm structures every sixty (60) months. The inspection report will serve as ninety (90) days notification to the Maintaining Agency that deficiencies exist that require preventive maintenance. Preventive maintenance of the mast arm structures includes, but is not limited to, spot painting, cleaning, all wiring repair and replacement, graffiti removal, all signal related issues (including lighting, signs and connections), tightening of nuts, replacing missing or deficient bolts, replacement of missing cap covers or equivalent, replacement of missing or deficient access hole cover plates, repairing improper grounding, and repainting any painted mast arms installed after April 30, 2015. If the preventive maintenance is not carried out after the expiration of the 90-day notice given to the Maintaining Agency, the Department shall withhold 8.33% up to a maximum of 25% of the total annual compensation amount under this Agreement for the affected signal locations each month.
8. Any and all work performed by the Maintaining Agency must conform to the current Department Standard Specifications for Road and Bridge Construction as applicable. Mast arms that the Department determines to be at the end of their useful life cycle will be replaced by the Department so long as documented preventive maintenance was satisfactorily performed by the Maintaining Agency. In the case of a total paint failure, as determined by the Department, on a mast arm installed prior to April 30, 2015, the Department may repaint or replace with a galvanized mast arm. The aforementioned requirement does not apply to any mast arm that was installed under a separate mast arm paint finish agreement; in such case, the terms of that agreement shall govern.
9. The Maintaining Agency may remove any component of the installed equipment for repair or testing; however, it shall only make permanent modifications or equipment replacements and only if the equipment provided is capable of performing at minimum the same functions as the equipment being replaced. The Department shall not make any modifications or equipment replacements without prior written notice to and consultation with the Maintaining Agency.
10. The Maintaining Agency shall implement and maintain the timing and phasing of the traffic signals in accordance with the Department's timing and phasing plans, specifications, special provisions, Department re-timing projects, and the Department's Traffic Engineering Manual. The Maintaining Agency shall obtain prior written approval from the Department for any modification in phasing of signals and flash times (where applicable). Signal Systems timings (cycle length, split, offsets) are considered operational changes and may be changed by the Maintaining Agency to accommodate changing needs of traffic. The Maintaining Agency may make changes in the signal timing provided these changes are made under the direction of a qualified Professional Engineer registered in the State of Florida. The Maintaining Agency shall make available a copy of the timings to the Department upon request. The Department reserves the right to examine equipment, timing and phasing at any time and, after consultation with the Maintaining Agency, may specify modifications. If the Department specifies modification in timing or phasing, implementation of such modifications will be coordinated with, or made by, the Maintaining Agency. All signal timing and phasing records shall be retained by the Maintaining Agency for at least three (3) years, and will be made available to the Department upon request.

ATTACHMENT 1

REVISED TERMS AND CONDITIONS FOR THE
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

11. The Maintaining Agency shall note in the maintenance log any changes in timings and phasings, and keep a copy of the timings and phasings, and any approval documentation in a file. A copy of the log shall be provided to the Department upon request. Maintaining Agencies may provide this information electronically.
12. The Maintaining Agency and the Department shall update Exhibit A on an annual basis through an amendment of this Agreement. The Maintaining Agency designates _____ as its authorized representative(s), who is delegated the authority to execute any and all amendments to Exhibit A of this Agreement on behalf of the Maintaining Agency. Exhibit A contains a list of Traffic Signals and Devices that identifies their location and type. No changes or modifications may be made to Exhibit A during the Department's fiscal year for compensation. Traffic Signals and Devices added by the Department during its fiscal year must be maintained and operated by the Maintaining Agency upon the Department's final acceptance of installation of the new Traffic Signals and Devices. The Maintaining Agency and the Department shall amend Exhibit A prior to the start of each new fiscal year of the Department to reflect the addition or removal of Traffic Signals and Devices. The Maintaining Agency will begin receiving compensation for new Traffic Signals and Devices that were added to Exhibit A by amendment of this Agreement in the Department's fiscal year occurring after the Traffic Signals and Devices are installed and final acceptance of such installation is given by the Department. In the event that no change has been made to the previous year's Exhibit A, a certification from the Maintaining Agency shall be provided to the Department certifying that no change has been made to Exhibit A in the Department's previous fiscal year. The annual compensation will be a lump sum payment (*minus any retainage or forfeiture*) as set forth in Exhibit B. Future payments will be based on the information provided in Exhibit A, in accordance with the provisions as set forth in Exhibit B, attached to and incorporated in this Agreement. Some of the Traffic Signals and Devices may not be listed in Exhibit A because the cost of operating and maintaining such devices is relatively small. The Department has factored in these costs and the compensation provided through this Agreement also covers the cost of operation and maintenance for Traffic Signals and Devices that are not listed in Exhibit A.
13. Payment will be made in accordance with Section 215.422, Florida Statutes.
14. There shall be no reimbursement for travel expenses under this Agreement.
15. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
16. The Maintaining Agency should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than twenty (20) working days. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.
17. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Maintaining Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Maintaining Agency requests payment. Invoices returned to a Maintaining Agency because of Maintaining Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
18. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors or vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
19. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Maintaining Agency's general accounting records and the Project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
20. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Maintaining Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
21. The Maintaining Agency must submit the final invoice on the Project to the Department within 120 days after termination of the Agreement. Invoices submitted after the 120-day time period may not be paid.
22. In the event this contract is for services in excess of \$25,000.00 and a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), F.S., are hereby incorporated:

ATTACHMENT 1

REVISED TERMS AND CONDITIONS FOR THE
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000.00 and which have a term for a period of more than 1 year."

23. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit B for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Maintaining Agency, in writing, when funds are available.
24. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.
25. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
26. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Maintaining Agency.
27. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
28. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch or a state agency.
29. The Maintaining Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
30. The Maintaining Agency may be subject to inspections of Traffic Signals and Devices by the Department. Such findings will be shared with the Maintaining Agency and will be the basis of all decisions regarding payment reduction, reworking, Agreement termination, or renewal. If at any time the Maintaining Agency has not performed the maintenance responsibility on the locations specified in the Exhibit A, the Department has the option of (a) notifying the Maintaining Agency of the deficiency with a requirement that it be corrected within a specified time, otherwise the Department shall deduct payment, suspend funds, or terminate funds for any deficient maintenance of Traffic Signals and Devices that has not been corrected at the end of such time, or (b) take whatever action is deemed appropriate by the Department. Any deduction in payment, suspension of funds, or termination of funds does not relieve any obligation of the Maintaining Agency under the terms and conditions of this Agreement.
31. The Department shall monitor the performance of the Maintaining Agency in the fulfillment of its responsibilities under the Agreement. The Maintaining Agency shall submit an annual Report prior to June 30 of each year detailing the following:
 - a. Critical Detection device malfunctions: Critical Detection devices include the detectors on side-streets and in left turn lanes on the main streets, and all pedestrian/bicycle detectors. Repairs to the side-street and main street left turn detectors shall be made within ninety (90) days and pedestrian detectors within seventy-two (72) hours of discovery. The Maintaining Agency shall ensure that 90% of all Critical Detection devices system wide are operating at all times. At any time the level drops below 90%, the Maintaining Agency shall notify the Department and correct the situation within a time frame determined in the sole discretion of the Department. Discovery and correction dates for Critical

ATTACHMENT 1

REVISED TERMS AND CONDITIONS FOR THE
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

- b. Detection device malfunction shall be logged into the annual report. If the repairs cannot be performed within stipulated times, the agency shall document the reason(s) why in the annual report. When the 90% Critical Detection device requirement is (are) not met, a 10% retainage of the total annual compensation amount (as shown in Exhibit B) for the affected Critical Detection device location(s) each month will be withheld after the 90-day period.
 - c. Traffic signal preventive maintenance inspections: Traffic signals shall receive a comprehensive preventive maintenance inspection on at least 50% of all traffic signals annually, alternating the remaining 50% the following year. Preventive maintenance inspection shall include verification that all detection is working, the traffic signal is cycling properly, the ventilation system is functioning and filters are clean. Basic traffic cabinet maintenance shall also verify power feed voltages, verify that the vehicle and pedestrian indications are functioning properly, test the effective functioning of pedestrian push buttons, and check hinges and door locks. At least one (1) conflict monitor test shall be performed on 50% of traffic signals annually, alternating the remaining 50% the following year. Each test is to be documented and included in the annual report to the Department. The inspection report shall note the location, date of inspection, and any items noted. If 50% of the traffic signals do not receive at least one (1) comprehensive preventive maintenance inspection during a twelve (12) month period, there shall be a 20% retainage of the annual compensation amount for the affected traffic signal locations until the preventive maintenance inspection is made. If not performed within the state's fiscal year, the 20% retainage of the annual compensation amount for the affected traffic signal locations will be forfeited.
 - d. For any traffic signals that are interconnected with telecommunications and their real-time operation is electronically monitored via software by personnel at a central location and are therefore receiving the higher compensation amount as described in Exhibit B, the name(s) and title(s) of those monitoring those intersections, and the location of the central monitoring facility(ies), are to be documented and contained in the annual report submitted to the Department.
32. The Maintaining Agency may enter into agreements with other parties pertaining to Traffic Signals and Devices including, but not limited to, agreements relating to costs and expenses incurred in connection with the operation of Traffic Signals and Devices on the State Highway System, provided that such Agreements are consistent with the mutual covenants contained in this Agreement. The Maintaining Agency shall furnish a copy of such agreements to the Department.
 33. This Agreement may not be assigned or transferred by the Maintaining Agency in whole or in part without prior written consent of the Department.
 34. The Maintaining Agency shall allow public access to all documents, papers, letters, or other material subject to provisions of Chapter 119, Florida Statutes, and made or received by the Maintaining Agency in conjunction with this Agreement. Failure by the Maintaining Agency to grant such public access will be grounds for immediate unilateral cancellation of this Agreement.
 35. At no additional cost to the Department, the Maintaining Agency shall provide the Department access to all traffic signal data available from the firmware of the traffic signal controllers and other devices covered under this Agreement. The Maintaining Agency shall include the Department as a party to all traffic signal firmware/software related agreements that the Maintaining Agency enters into with other parties.
 36. This Agreement is governed by and construed in accordance with the laws of the State of Florida. The invalidity or unenforceability of any portion of this Agreement does not affect the remaining provisions and portions hereof. Any failure to enforce or election on the part of the Department to not enforce any provision of this Agreement does not constitute a waiver of any rights of the Department to enforce its remedies hereunder or at law or in equity.
 37. In no event shall the making by the Department of any payment to the Maintaining Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Maintaining Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
 38. The term of this Agreement is twenty (20) years from the date of execution of the Agreement; provided that either party may cancel this Agreement prior to the expiration of the term of this Agreement. A minimum notice period of two (2) years plus the remaining months of the Department's fiscal year shall be provided to the other party in writing. Should the Maintaining Agency provide its written notice of cancellation to the Department, the notice shall be endorsed by the elected body (County Commission, City Council, or local agency governing body) under which the Agency operates.
 39. Any Project funds made available by the Department which are determined by the Department to have been expended in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Maintaining Agency files shall not constitute a waiver of the Department's rights and Department has the right to verify all information at a

ATTACHMENT 1**REVISED TERMS AND CONDITIONS FOR THE
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT**

later date by audit or investigation. Within thirty (30) days of the termination of this Agreement, the Maintaining Agency shall refund to the Department any balance of unobligated funds which were advanced or paid to the Maintaining Agency. In the event the Maintaining Agency fails to perform or honor the requirements and provisions this Agreement, the Maintaining Agency shall return funds in accordance with this paragraph within thirty (30) days of termination of the Agreement.

40. Upon execution, this Agreement cancels and supersedes any and all prior Traffic Signal Maintenance Agreement(s) between the parties, except any specific separate Agreements covering painted mast arm maintenance or any other aspect related to the painting of mast arms.
41. The Department reserves the right to remove select critical corridors or critical intersections from the Maintaining Agency's obligation under this Agreement. The remaining intersections and corridors would continue to be covered under this Agreement. The Department will provide a minimum of one year notice prior to take-over of maintenance of critical corridors or critical intersections.
42. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
43. The Department agrees that the Maintaining Agency must comply with State law regarding appropriations and budgets. This Agreement shall not be interpreted to conflict with State law applicable to the Maintaining Agency.
44. The Maintaining Agency shall:
 - a. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Maintaining Agency during the term of the Agreement; and
 - b. expressly require any contractors and subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.
45. Unless authorized by law and agreed to in writing by the Department, the Department will not be liable to pay attorney fees, interest, or cost of collection.
46. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.
47. Exhibits A, B, and C are attached and incorporated into this Agreement.
48. This Agreement contains all the terms and conditions agreed upon by the parties.

ATTACHMENT 1

REVISED TERMS AND CONDITIONS FOR THE TRAFFIC SIGNAL MAINTENANCE AND
COMPENSATION AGREEMENT

Reimbursement for Maintenance and Operation

Exhibit A										
Compensation for Maintaining Traffic Signals and Devices for FY										
Effective Date: from _____ to _____										
Intersection Location	Traffic Signals (TS)	Traffic Signal - Interconnected & monitored (IMTS)	Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Warning Display (SAWD) or Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Travel Time Detector	Uninterruptible Power Supplies (UPS)	Compensation Amount (using Unit Rates from Exhibit B)
SEE ATTACHED EXHIBIT A										
									Total Lump Sum Amount*	

*Amount paid shall be the Total Lump Sum (*minus any retainage or forfeiture*).

I certify that the above Traffic Signals and Devices will be maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement. For satisfactory completion of all services detailed in this Agreement for this time period, the Department will pay the Maintaining Agency a Total Lump Sum (minus any retainage or forfeiture) of \$_____.

Maintaining Agency Date

District Traffic Operations Engineer Date

ATTACHMENT 1

REVISED TERMS AND CONDITIONS FOR THE TRAFFIC SIGNAL
MAINTENANCE AND COMPENSATION AGREEMENT

EXHIBIT B

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

1.0 PURPOSE

This exhibit defines the method and limits of compensation to be made to the Maintaining Agency for the services described in this Agreement and in Exhibit A and method by which payments will be made.

2.0 COMPENSATION FOR MAINTENANCE AND OPERATION

For the satisfactory completion of all services related to maintenance and operation detailed in this Agreement and Exhibit A of this Agreement, the Department will pay the Maintaining Agency the Total Lump Sum (*minus any retainage or forfeiture*) in Exhibit A. The Maintaining Agency will receive one lump sum payment (*minus any retainage or forfeiture*) at the end of each fiscal year for satisfactory completion of service.

Beginning in the fiscal year 2016-17, for traffic signals that are not interconnected with telecommunications and are not monitored at a central location, the compensation amount shall be \$3,131. The compensation amount for traffic signals that are interconnected with telecommunications and are monitored at a central location shall be \$4,500 per signal location. These differential compensation amounts shall be in effect beginning July 1, 2016. The Table below shows the compensation amount for the various devices for fiscal years 2015-16 and 2016-17, and beyond.

Total Lump Sum (*minus any retainage or forfeiture*) Amount for each fiscal year is calculated by adding all of the individual intersection amounts.

Pedestrian Flashing Beacon: includes school zone beacons, pedestrian crossing beacons, and rectangular rapid flashing beacons (RRFB). School zones, crosswalks and warning sign locations shall be paid at a unit rate regardless of the number of individual beacons or poles.

Unit Compensation Rates per Intersection on the State Highway System

FY	Traffic Signal s (TS)	Traffic Signal - Interconnect ed & monitored (IMTS)	Intersecti on Control Beacon (ICB)	Pedestria n Flashing Beacon (PFB)	Emergen cy Fire Dept. Signal (FDS)	Speed Activate d Warning Display (SAWD) or Blank Out Sign (BOS)	Traffic Warni ng Beaco n (TWB)	Travel Time Detect or	Uninterrupti ble Power Supplies (UPS)
2014-15*	\$ 2,951		\$738	\$295	\$738	\$148	\$148		
2015-16	3,040		760	608	1,064	304	304		
2016-17	3,131	4,500	783	626	1,096	313	313	100	100
2017-18	Based on the Consumer Price Index (CPI), the 2016-17 compensation amounts will be revised upwards.								
2018-19	Based on the CPI, the 2017-18 compensation amounts will be revised upwards.								
2019-20	Based on the CPI, the 2018-19 compensation amounts will be revised upwards.								

*Compensation pro-rata based on intersection approaches or legs on State Highway System.

Based on the Consumer Price Index (CPI), the Unit Rate for the following fiscal year will be adjusted accordingly, unless otherwise specified in an amendment to this Agreement. However, if CPI is negative, there shall be no reduction from the previous year's compensation.

3.0 COMPENSATION FOR REPAIR AND/OR REPLACEMENT OF DAMAGED TRAFFIC SIGNALS AND DEVICES
For the satisfactory completion of all services related to repair and/or replacement of damaged Traffic Signals and Devices detailed in this Agreement, the Department will pay the Maintaining Agency a Lump Sum amount of the actual costs incurred for the replacement and/or repair of the damaged Traffic Signals and Devices as set forth in the invoice submitted to the Department. The invoice for the costs incurred for the replacement and/or repair of

ATTACHMENT 1**REVISED TERMS AND CONDITIONS FOR THE TRAFFIC SIGNAL
MAINTENANCE AND COMPENSATION AGREEMENT**

damaged Traffic Signals and Devices shall contain the information required in Exhibit C and any other additional information requested by the Department to justify the costs incurred. The reimbursement amount is subject to approval by the Department.

4.0 PAYMENT PROCESSING

For regular maintenance costs, the Maintaining Agency shall invoice the Department in a format acceptable to the Department, on an annual basis for the reimbursement costs incurred by the Maintaining Agency for the previous year prior to June 30th of each year. For example, the Maintaining Agency shall submit its invoice for the previous year beginning July 1, 2015 through June 30, 2016 no later than June 30, 2016.

For costs incurred for repair and/or replacement of damaged Traffic Signals and Devices, applicable reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency. The Maintaining Agency shall submit invoices for repair and/or replacement costs due to damaged Traffic Signals and Devices at least on an annual basis but the Maintaining Agency may also submit such invoices to the Department on a quarterly basis.

ATTACHMENT 1
REVISED TERMS AND CONDITIONS FOR THE TRAFFIC SIGNAL
MAINTENANCE AND COMPENSATION AGREEMENT

EXHIBIT C
Reimbursement for Replacement and/or Repair of
Damaged Traffic Signals and Devices

The Department will reimburse the Maintaining Agency a Lump Sum amount for costs incurred for the replacement and/or repair of Traffic Signals and Devices damaged as a result of third parties or as a result of other causes that were not caused by the Maintaining Agency.

The Maintaining Agency is not required to provide a police report in situations where damage is caused to Traffic Signals and Devices by a Force Majeure Event or as a result of other causes beyond the control of the Maintaining Agency that do not necessarily prevent performance, which includes but is not limited to: storms, winds, lightning, flooding and other natural and weather related causes. The Maintaining Agency must provide a police report in all situations where a traffic accident, theft, or vandalism causes damage to Traffic Signals and Devices to the extent the Maintaining Agency has the ability and opportunity to obtain a police report.

Applicable reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency. The following information shall be provided by the Maintaining Agency to be eligible for the reimbursement payment:

Date and Time of Accident/Incident:	
Location of Accident/Incident:	
Provide Police Report (if applicable) and the Following Information:	
<ol style="list-style-type: none"> 1. Attach pictures of damaged traffic signals and devices. 2. Attach invoices or receipt of equipment purchased to replace damaged components. 3. Attach detailed documentation of labor costs associated with replacing and/or repairing damaged components, including dates of performance and completion of the work. 	
Contract No.: _____	
Project No.: _____	
Total Lump Sum Reimbursement Amount	\$

The Maintaining Agency hereby certifies that it has replaced and repaired all the Traffic Signals and Devices at the location or signalized intersection referenced above. Henceforth, this document is the Maintaining Agency's request for reimbursement to the Department for the services of restoring the Traffic Signals and Devices to their original operating condition.

The Parties agree to the Total Lump Sum Reimbursement Amount set forth above.

 Maintaining Agency Date

 District Traffic Operations Engineer Date

14. RESOLUTION 2015-14, APPROVING A TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION, PROVIDING FOR CONFLICT AND AN EFFECTIVE DATE: Attorney Smith read the title of the resolution into the record. City Manager Campbell reviewed the maintenance agreement. Chairman Shupe opened public comment. The public offered no comments. Chairman Shupe closed public comment and requested a motion. Motion by Commissioner Mealy, seconded by Commissioner Carney, to approve Resolution 2015-14. The motion carried unanimously, after a roll call vote.
15. CONSIDER A MOTION TO CONDUCT A "STRAW - POLL" ON PAID PARKING DURING NEXT ELECTION - COMMISSIONER STEVE SETTLE: Commissioner Settle expressed concern regarding the clarity of the motion he made at the April 30, 2015 Special Meeting. Commissioner Settle proposed a straw poll question added to the March 2016 Election ballot; it would be non-binding and provide the Commission with a clear view of what is desired by the constituents. Discussion amongst the Elected Officials took place. Chairman Shupe opened public comment. The following people provided comments. Joe Kovach, Ken Mashburn, Rick Belhumeur, Sue Mashburn, Paul Eik, Matt Dunn and Eric Cooley. Chairman Shupe closed public comments. Motion by Commissioner Settle, seconded by Commissioner McGrew, to reconsider the motion from last week, because it was so vague, and staff needs clarification. The motion failed two to three, with Commissioners Carney, Mealy and Shupe voting no.

The meeting recessed at 7:30 p.m.

The meeting reconvened at 7:41 p.m.

16. REVIEW 2ND QUARTER 2014/2015 FY FINANCIAL BUDGET VARIANCE - BRUCE CAMPBELL, CITY MANAGER: City Manager Campbell reviewed the second quarter budget variance report for the seven (7) funds.

COMMISSION COMMENTS

17. COMMISSION COMMENTS, INCLUDING REPORTS FROM MEETINGS ATTENDED: The Elected Officials reported their attendance at meetings gathering and social events since the last regular meeting.

STAFF REPORTS

18. STAFF REPORTS: Attorney Smith reported he received correspondence from Attorney Dale Scott regarding a settlement offer on the Rusty Place litigation. Attorney Smith reported the settlement offer is \$7,250.00. Motion by Commissioner Mealy, seconded by Commissioner Carney, to approve the \$7,250 settlement offer to Rusty Place. Chairman Shupe opened public comment. The public offered no comments. Chairman Shupe closed public comment and called for a vote on the motion. The motion carried unanimously.



FLAGLER BEACH CITY COMMISSION

Item No. 10

Meeting Date: 07-28-16

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

From: Kathleen Doyle, Finance Director

Organization: City Staff

RECOMMENDATION: Approve Resolution 2016-33.

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

1. Beach Department – In order to provide for adequate staffing and safety on the beach for the remainder of the season the following items will need to be increased. Lifeguard Salaries and Overtime were under budgeted for fiscal year 2015-16; hourly wages should be increased by \$25,000, overtime needs to be increased by \$4,000; Payroll taxes will need to be increased \$1,200. Operations will need to be increased \$500 for printing and binding; \$1,800 for equipment; \$500 Vehicle Repairs and Maintenance and \$500 for Repairs and Maintenance; \$1,000 for Operating Supplies. General Fund Unrestricted reserves will be used \$34,500.
2. Planning and Zoning (Growth Management) – In order to reduce the amount of storage demanded by paper copies of reviewed plans, etc., the Growth Management will need to purchase a scanner for the Customer Service Representative, an increase of \$1,500 is requested. Plans can also be attached to the BS&A Software so all users will have access. General Fund Unrestricted reserves will be used \$1,500.
3. Building Code Inspection Fund – Several operational lines need to be increased due largely to the increased volume of permits issued. Travel \$1000 (from restricted education reserve). Other current charges \$400, for credit card fees. Operating Supplies, \$300; Memberships \$400. This will be offset with an increase to budgeted building fees and use of the education reserve.
4. Pier Fund – Bait Shop Sales are higher than anticipated but this also increases the need to purchase inventory. Increase sales by \$18,500, operating supplies by \$12,000. The offset (\$6,500) will be an increase to the Pier Fund Balance. The change in staff at the pier (Part Time Bait Shop Attendant to Full Time Bait Shop Coordinator) will need an increase to retirement and insurance benefits; total amount is \$3,000; added \$400 to Travel for mileage. Benefits and Travel (\$3,400) will be a use of the Pier Fund Balance
5. Sanitation Department – At the last Commission Meeting, July 14, 2016 we discussed the impact of adding the additional routes for Yard Waste and the new fees charged to the city for Recycling. The following line items need to be increased Tipping fees \$30,000 due to the impact of paying \$35 per ton on recyclable items; and overall increase in refuse volume. This could be attributed to increase in visitors to our City. Temporary Labor needs to increase \$30,000, for the additional labor to operate Yard Waste pick up four times a week; Vehicle Repairs and Maintenance will need to be increased \$54,000 due to an aging fleet that is operating 7 days a week. Increases to residential and commercial fees will be discussed during the upcoming budget workshops. The Sanitation Fund Balance Reserves will be used in the amount of \$114,000.
6. Ocean Beach Condo's entranceway has been compromised due to problems with the turning radius of the city right of way surrounding the condo property. The cost to repair the damage

is quoted at \$19,633; we should amend the budget for \$21,500 to provide the cost and an additional 10% for contingencies. The paving fund for this year has been exhausted (with the exception of the projects with committed paving funds). The amount of \$21,500 will need to be appropriated from Unrestricted General Fund Reserves.

7. Wastewater Treatment Plant – Due to increased flows, attributable again to increased visitors to the city; the WWTP has required more bio-assay testing and used more chemical to produce properly treated waste water. Also, we have used more temporary labor for sludge removal due to the impact of treating more flow. An increase of \$25,000 to operating supplies and \$5,000 to temporary labor will be needed. The budget will need to be amended by \$30,000 from Unrestricted Utility Fund.

BUDGETARY IMPACT: Appropriated General Fund Balance will increase by \$57,500; Appropriated Sanitation Fund will increase by \$114,000; Appropriated Utility Fund Balance will increase by \$30,000. This action represents a use of funds.

Adjustments to the Building Code Inspection Fund will be offset by an increase to the revenues and use of restricted reserves. Adjustment to the Pier fund will show a net reduction to the Appropriated Pier Fund Balance of \$3,500.

LEGAL CONSIDERATIONS/SIGN-OFF: N/A

PERSONNEL: N/A

POLICY/REQUIREMENT FOR BOARD ACTION: N/A

IMPLEMENTATION/COORDINATION: N/A

Attachments: Resolution 2016-33

RESOLUTION 2016-16

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

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

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

Increase	001.5722.101300	Salaries-Lifeguards	\$25,000
Increase	001.5722.101400	Overtime-Lifeguards	\$4,000
Increase	001.5722.102100	FICA-Lifeguards	\$1,200
Increase	001.5722.304700	Printing - Beach Dept	\$500
Increase	001.5722.304600	Repairs & Maintenance - Beach	\$500
Increase	001.5392.606400	Capital Equipment	\$1,800
Increase	001.5722.464100	Vehicle Repairs & Maintenance - Beach	\$500
Increase	001.5722.305200	Operating Supplies - Beach	\$1,000
Increase	001.3800.389102	General Appropriated Fund Balance	\$34,500
Increase	001.5214.606401	Equipment - Growth Management	\$1,500
Increase	001.3800.389102	General Appropriated Fund Balance	\$1,500
Increase	102.5242.304000	Travel - BCI Fund	\$1,000
Increase	102.3600.38400	Other Funding Sources	\$1,000
Increase	102.5242.304900	Other Current Charges - BCI	\$400
Increase	102.5242.305200	Operating Supplies	\$300
Increase	102.5242.305400	Memberships	\$400
Increase	102.3200.321100	Building Permit Revenue	\$1,100
Increase	103.3400.347202	Bait Shop Sales	\$18,500
Increase	103.5725.305200	Operating Supplies	\$12,000
Increase	103.5725.102300	Health Insurance - Pier	\$2,400
Increase	103.5725.304000	Travel/Training	\$400
Increase	103.5725.102200	Retirement - Pier	\$600
Decrease	103.3800.389102	Appropriated Fund Balance - Pier Fund	\$3,100

Increase	403.5341.303402	Landfill Fees	\$30,000
Increase	403.5341.303100	Temporary Labor	\$30,000
Increase	403.5341.464100	Vehicle Repairs & Maintenance	\$54,000
Increase	403.3800.389102	Appropriated Fund Balance - Sanitation Fund	\$114,000

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

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2016.

ATTEST:

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

Penny Overstreet, City Clerk

Linda Provencher, Mayor



FLAGLER BEACH CITY COMMISSION

Item No. 11

Meeting Date: 07-28-16

Issue: Establishment of Fiscal Year 2016/2017 Tentative General Fund Millage Rate for the DR 420 Certification of Taxable Value and set the date for the first budget hearing in September.

From: Larry Newsom, City Manager; Kathleen Doyle, Finance Director

Organization: City Staff

RECOMMENDATION: The Commission adopts a tentative mill rate of 5.5007.

BACKGROUND: To be in compliance with TRIM requirements by August 4th, we need to have the municipality section of form DR420 returned to the Flagler and Volusia County Property Appraisers. We need to inform the counties of our tentative mill rate and the date of our first hearing in September. Commission should also set the second (final) meeting.

BUDGETARY IMPACT: Attached is the Budget Summary which shows all funds for the city. It summarizes all anticipated revenues and expenditures for the upcoming 2016/17 Fiscal Year. The tentative mill rate is set at 5.5007. Workshops to discuss the budget in detail are scheduled for August 1 and 25th.

LEGAL CONSIDERATIONS/SIGN-OFF: N/A

PERSONNEL: N/A

POLICY/REQUIREMENT FOR BOARD ACTION: N/A

IMPLEMENTATION/COORDINATION: N/A

Attachments: Budget Summary, Rates and Definitions, Calendar

BUDGET SUMMARY
CITY OF FLAGLER BEACH - FISCAL YEAR 2016/17

***THE PROPOSED OPERATING BUDGET EXPENDITURES OF THE CITY OF FLAGLER BEACH ARE 22.36% MORE THAN LAST YEARS TOTAL OPERATING EXPENDITURES.**

	GENERAL FUND	PIER FUND	BUILDING CODE INSPECTION FUND	UTILITY FUND	SANITATION FUND	STORM WATER FUND	CRA FUND	TOTAL BUDGET
ESTIMATED REVENUES:								
Taxes: Millage per \$1000 = 5.5007 Flagler Co.							\$187,785	\$3,095,633
Taxes: Millage per \$1000 =5.5007 Volusia Co.								
Ad Valorem Taxes	\$2,907,847							
Sales and Use Taxes	\$1,207,635							\$1,207,635
Licenses and Permits	\$125,350		203,400					\$328,750
Intergovernmental	\$739,682					763,000.00		\$1,502,682
Charges for Services	\$42,133	\$419,130		\$3,063,350	\$1,111,800	\$273,420		\$4,909,833
Fines and Forfeitures	\$42,550			\$35,000	10,500	\$2,800		\$90,850
Miscellaneous Revenue	\$49,020			\$233,500	\$9,500	\$600		\$292,620
TOTAL SOURCES	\$5,114,217	\$419,130	\$203,400	\$3,331,850	\$1,131,800	\$1,039,820	\$187,785	\$11,428,003
Transfers In	\$ -	\$ -	\$ -	\$ 500,000	\$ -	\$ -	\$ -	\$ 500,000
Use of Fund Balances/Reserves/Net Assets	\$ 499,276	\$ 7,674	\$ -	\$ 730,710	\$ 149,196	\$ 108,599	\$ -	\$ 1,495,455
TOTAL ESTIMATED REVENUES,								
TRANSFERS AND BALANCES,	\$5,613,493	\$426,804	\$203,400	\$4,562,560	\$1,280,996	\$1,148,419	\$187,785	\$13,423,458

	GENERAL FUND	PIER FUND	BUILDING CODE INSPECTION FUND	UTILITY FUND	SANITATION FUND	STORM WATER FUND	CRA FUND	TOTAL BUDGET
EXPENSES								
General Government Services	\$1,381,661				\$1,177,940		43,500	\$2,603,101
Public Safety	\$2,785,833		167,876					\$2,953,710
Physical Environment	\$138,225			3,725,136		\$1,030,655		\$4,894,016
Transportation	\$289,415							\$289,415
Human Services								\$0
Culture and Recreation	262,199	426,804						\$689,002
Debt Services	\$5,846					117,764	104,979	\$694,339
Financial and Administrative	\$679,304			\$465,750	\$103,056		\$0	\$989,033
TOTAL EXPENSES	\$5,542,483	\$426,804	\$167,876	\$4,397,560	\$1,280,996	\$1,148,419	\$148,479	\$13,112,616
Transfers Out	\$71,011	\$0	\$8,400	\$165,000	\$0	\$0	\$39,306	\$244,411
Fund Balances/Reserves/Net Assets	\$0	\$0	\$27,124	\$0	\$0	\$0	\$0	\$66,431
TOTAL APPROPRIATED EXPENDITURES								
TRANSFERS, RESERVES AND BALANCE	\$5,613,493	\$426,804	\$203,400	\$4,562,560	\$1,280,996	\$1,148,419	\$187,785	\$13,423,458

The tentative, adopted, and / or final budgets are on file in the clerk's office of the City of Flagler Beach as a public record

*Must show at least 95% Ad Valorem for each millage

Rates and Definitions for 2016/2017 Budget

Description	Rate	Definition	Vote
Prior Year Operating Millage	4.7074	2015/16 Rate	Majority
Current Year Rolled Back Rate	4.5007	Produces Same amount of revenue as Prior Year Operating Millage	Majority
Rate Proposed for setting of Tentative Mill Rate	5.5007	Proposed by city manager for 2016/17 Budget	Majority
Adjusted Rolled Back Rate based on prior year majority vote maximum millage rate	5.5034	Produces Same amount of revenue if city had voted to go to the Majority Vote Maximum Millage Rate last year	Majority
Majority Vote Maximum Millage	5.7098	Calculated based on last Years Max Millage Rate of 5.7766. This is the highest amount we can impose with a majority vote and includes a adjustment for per capita growth in personal income. The increase for this year is 1.0375%	Majority
2/3 Vote Maximum Millage	6.2808	Maximum levy allowed is a 10% increase over the Maximum Millage and requires 2/3 Vote	2/3 vote

1/10 of a Mill generates \$52,863 for the General Fund

Difference from Proposed Mill Rate to Rollback is an increase of \$1.00 per \$1000 of property value

Overall Property Values Increase 3.89% from 2015 Values

A property with a taxable value (value after applicable exemptions) of \$100,000 would pay \$100.00 more in City taxes than last year if the value of the home stayed the same as 2015 and the City adopts the proposed rate of 5.4000 Mills

September 2016

Budget Hearings

September 2016

October 2016

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

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

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Aug 28		29	30	31	Sep 1	2	3
4		5	6	7	8	9	10
			5:00pm 5:30pm 5:15 Flagler County School Board Public Hearing and Adoption of Final Millage and Budget		5:00pm 5:30pm Volusia County Budget Hearing		
11		12	13	14	15	16	17
			5:00pm 5:30pm Volusia County Schools Final Budget Hearing		5:30pm 6:00pm Flagler County Budget Meeting		
18		19	20	21	22	23	24
					5:00pm 5:30pm Volusia County Budget Adoption		
25		26	27	28	29	30	Oct 1
					5:30pm 6:00pm Flagler County Budget Adoption Meeting		

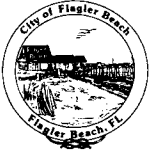
Aug 28 - Sep 3

Sep 4 - 10

Sep 11 - 17

Sep 18 - 24

Sep 25 - Oct 1



FLAGLER BEACH CITY COMMISSION

City Manager's Report

Item No. 12

Meeting Date: 07-28-2016

Issue: Discussion and possible action regarding Investment Committee and PAR Board training.

From: Penny Overstreet, City Clerk

Organization: COFB

RECOMMENDATION:

Review the Institute Of Government UCF catalog at www.iog.ucf.edu/catalog.pdf for available courses.

BACKGROUND:

In accordance with the City of Flagler Beach Code of Ordinances Chapter 2, Article VII, Division 3 Investment Policy, Members of the investment committee must annually complete eight (8) hours of continuing education in subjects or courses of study related to investment practices and products. Per Florida Statute 218.415, section 14, the investment policy shall provide for the continuing education of the unit of local government's officials responsible for making investment decisions or chief financial officer. Such officials must annually complete 8 hours of continuing education in subjects or courses of study related to investment practices and products. Per our code, Sec.2-189.5 of the Investment Policy, responsibility for the administration of the investment program is hereby delegated to the city manager. Currently, the Planning and Architectural Review Board does not require any continuing education.

BUDGETARY IMPACT:

Is dependent on type and number of trainees attending. No-cost choices can possibly be an option as they present themselves from different institutions and online webinars.

LEGAL CONSIDERATIONS/SIGN-OFF:

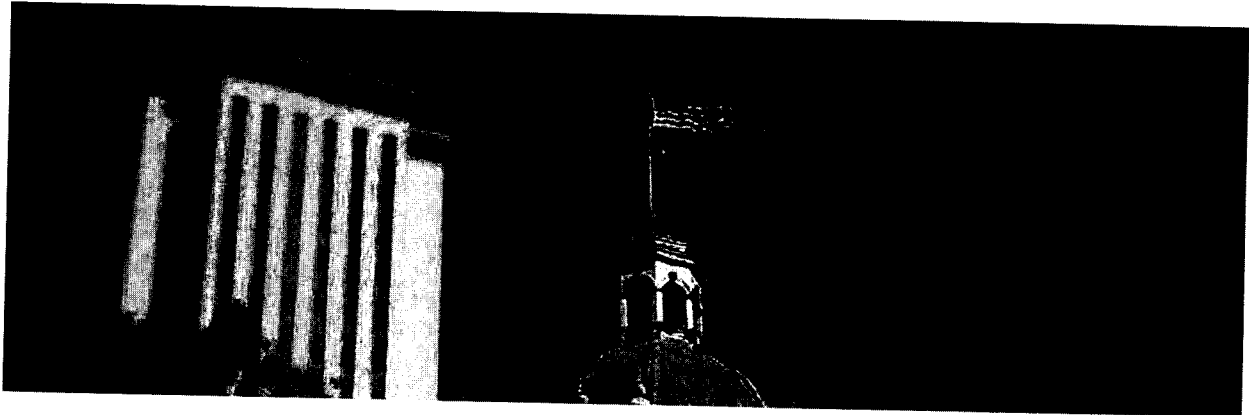
PERSONNEL:

POLICY/REQUIREMENT FOR BOARD ACTION:

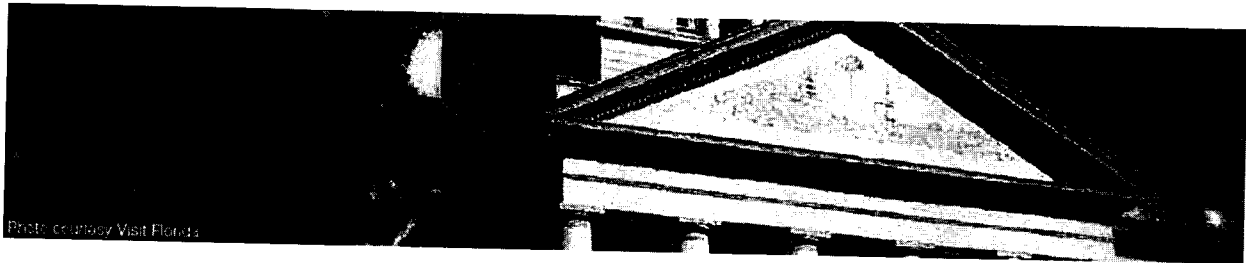
IMPLEMENTATION/COORDINATION:

Attachments

Institute of Government UCF Catalog Table of Contents and description.
Copy of "Effective Meetings" class IOG UCF held at the City of Flagler Beach.



UNIVERSITY OF CENTRAL FLORIDA
The John Scott Dailey Florida Institute of Government



2015-2016 Catalog of Services

Consulting Services

Learning & Development Workshops

For more information:

**Florida Institute of Government
University of Central Florida
College of Health and Public Affairs
12443 Research Parkway, Ste. 402
Orlando, FL 32826-3282**

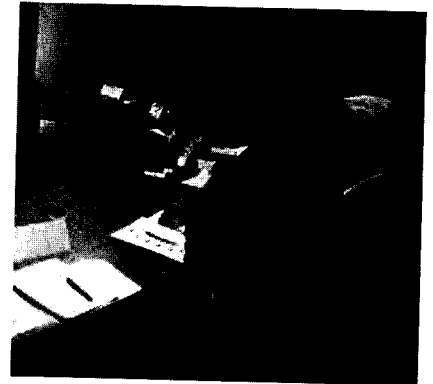
**(407) 882-3960
www.iog.ucf.edu
iog@ucf.edu
Marilyn Crotty, Director
Marilyn.Crotty@ucf.edu**

Consulting & Technical Assistance Services

Did you know that in addition to offering Training & Development Workshops the UCF Institute of Government also offers consulting services?

Technical Assistance Services:

- Charter review
- Advisory Board Training
- Community Visioning/Strategic planning
- Meeting facilitation services
- Citizen Surveys
- Records management plans
- IT plans
- Tree inventories
- Process Improvement
- Performance Measurement & Benchmarking
- Conference Planning & Coordination



HR, OD & Talent Management Services:

- HR Compliance Audits
- Developing or revising employee policy manuals, procedures, & managers' handbooks
- Updating job descriptions
- Designing hiring procedures, including recruitment, interviewing & selection
- Developing performance appraisal systems
- Establishing performance coaching & improvement systems
- Investigating employee complaints & grievances
- Mediation & interventions between supervisors & staff
- Employee Morale/Climate Surveys
- Conducting Exit Interviews
- Succession Planning
- Leadership Assessments
- Team Assessments
- Leadership Coaching
- Competency Modeling
- Career Pathing
- Organization Development
- Change Management Strategies
- Facilitating Strategic Planning Sessions: Mission, Vision, Goals, Values
- Assisting with Culture Changes
- Reorganizations
- Outplacement Services: Resumes, Interviewing, Networking, Job Search Strategies
- Compensation Analysis & Benchmarking
- Designing Onboarding Programs
- Designing Recognition & Reward Systems
- Integrating Talent Management Processes
- Wellness Program Design

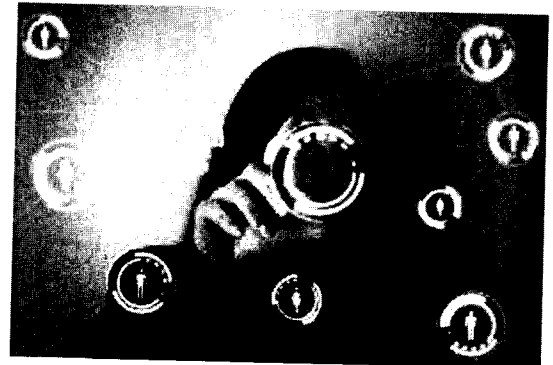


Table of Contents

About the IOG	7
Top 10 Reasons to Hire the UCF Institute of Government:	8
About Your Facilitators	9
Administrative Assistant Certificate Series: The Indispensable Assistant.....	10
Advisory Board and Committee Effectiveness	11
Assertiveness Skills.....	12
Building Influential Relationships: Would You Want You as a Friend? (New)	13
Bullying Awareness & Civility in the Workplace (New).....	14
Business Etiquette.....	15
Career Development: Climbing the Career Ladder.....	16
Change Management: You Blinked! Harnessing the Speed of Change	17
Coaching & Counseling Techniques	18
Communication Skills.....	19
Compliance: How To Gain Compliance More Easily & Professionally.....	20
Conflict Management & Resolution.....	21
The Courageous Follower	22
Creativity At Work	23
Cultural Awareness	24
Customer Service: Curbside Skills_for Police, Fire & Code Enforcement Departments	25
Award Winning Customer Service (New).....	26
Dealing With Difficult People.....	27
Decision Making.....	28
Delegating with Buy-In (New)	29
DiSC Personality Types.....	30
Diversity of Age: Optimizing Workplace Generations (New)	31
Diversity & Inclusion in the Workplace.....	32
Diversity: Managing Diversity to Build Multicultural Work Teams	33
Email Etiquette	34
Emerging Leaders: You Don't Need a Title to be a Leader (New)	35
Emotional Intelligence: Using EQ to Expand Positive Influence	36
Empowerment: Antidotes To Bureaucracy.....	37
Ethics.....	38
Goal Setting for Individuals: Dream It, Do It.....	39

Grammar Brush-Up.....	40
Grant Writing.....	41
Group Dynamics.....	42
Habits Of Highly Effective People.....	43
Harassment Awareness & Prevention: What It Is and What to Do About It.....	44
Harassment Prevention: The Supervisor's & Manager's Responsibilities.....	45
Interventions and Receiving Complaints.....	45
High Performing Teams Using the FIRO-B Assessment (New).....	46
Influence and the Art of Negotiation (New).....	47
Innovative Thinking & Organizational Problem Solving (New).....	48
Interpersonal Communication Certificate Series.....	49
Interpersonal Effectiveness: Communicating With Others.....	50
Interviewing & Hiring (New).....	51
Leadership Assessments (New).....	52
The Leadership Challenge (New).....	53
Leadership for Executives.....	54
Leadership Laws.....	55
Leadership Certificate Series (New).....	56
Leadership Lessons from Mr. Potato Head.....	57
Leadership Tips from Monday Morning Leadership:.....	58
Leadership Skills Development.....	59
Leading Change.....	60
Listening: The Undeveloped Skill.....	61
Management: Beyond The Basics.....	62
Manager's Motivation Tool Kit: Bringing Out the Best in Others (New).....	63
The Manager's Role In Customer Service.....	64
Media Relations.....	65
Meeting Facilitation Skills: Save a Meeting, Save Your Sanity! (New).....	66
Meeting Management: Making Meetings Work (New).....	67
Microsoft Office Computer Courses (New).....	68
Minute Taking in the Sunshine.....	72
Motivation: Driving Excellence (New).....	73
Myers-Briggs Type Indicator (MBTI).....	74
Negativity: How to Keep Positive in an Imperfect World.....	75
Negotiation Skills.....	76

Networking Skills: How to Work a Room	77
Office Etiquette.....	78
The One-Minute Manager	79
Organization Skills: Getting Organized	80
Parliamentary Procedure.....	81
Performance Management: A Year-Round Process.....	82
Performance Measurement Workshop	83
Personal Effectiveness.....	84
Planning for Managers: The Flying Dart (New).....	85
Power Communication (New)	86
Presentation Skills: Present Like a Pro!.....	87
Pre-Supervisory Skills: Emerging Leaders.....	88
Professional Development Certificate Series.....	89
Project Management Made Easy (New).....	90
Proofreading Essentials: You've Worked Too Hard to Hear "Oops!"	91
Recruiting & Hiring Secrets (New).....	92
Relationship Building: Getting Along at Work (New).....	93
Situational Leadership.....	94
Social Media for Government (New).....	95
Speaking with Confidence & Credibility (New).....	96
Strategic Leadership: Moving from Operational to Strategic Thinking (New).....	97
Strategic Planning for Supervisors & Managers (New).....	98
StrengthsFinder: Now Discover Your Strengths (New).....	99
Stress Management.....	100
Succession Planning for HR & Talent Leaders (New)	101
Supervising Off-Site Employees (New).....	102
Supervisory Skills Certificate Series.....	103
Supervisory Skills Series – Advanced Certificate.....	104
Team Building: Customized Retreats & Programs.....	105
Team Building and Conflict Resolution.....	106
Team Development: The Leader's Game Plan.....	107
Telephone Techniques & Reception/Front Counter Skills	108
Time Management	109
Train the Trainer Certificate Series.....	110
Transform Your Future: Finding Your Own True North (New)	111



Verbal Tactics: Skills for Defusing Difficult Situations 112
 Wellness: Higher Productivity Through Healthy Habits (New) 113
 Wellness Series: Healthy Bodies, Healthy Minds (New) 114
 Work Management Skills: Organization & Time Management 115
 Writing Made (Almost) Painless 116
 Writing Tips For Managers 117
 Writing Policies and Procedures 118
 Written Communication Certificate Series 119

About the IOG

The John Scott Dailey Florida Institute of Government (IOG) at the University of Central Florida is one of five university affiliates of the statewide institute. The IOG mission is to provide training and technical assistance to local governments, state agencies, and non-profit organizations.

The Institute of Government is housed at UCF's Research Park and is administered in the UCF College of Health and Public Affairs. The UCF IOG has served Central Florida government and non-profit agencies since 1982, and has been directed by Marilyn Crotty since 1990.

Services offered to government and non-profit agencies include:

Training & Development Workshops

Technical Assistance Projects

Conference Planning & Speaking

Organization Development

HR Consulting

The performance impact of IOG programs include:

- ✓ Performance improvement
- ✓ Increased efficiency/productivity
- ✓ Increased customer satisfaction
- ✓ Increased effectiveness
- ✓ Improved culture
- ✓ Improved morale
- ✓ Increased employee retention
- ✓ Greater commitment to the organization
- ✓ Improved citizen engagement
- ✓ Overall cost savings

Top 10 Reasons to Hire the UCF Institute of Government:

1. We come to your location.
2. Reduced rates for government and non-profit agencies.
3. High quality, experienced facilitators who focus on interactive learning.
4. Experienced consultants who understand government, non-profit, and business trends.
5. Most workshops offer Continuing Education Units (CEU's).
6. We customize our programs to meet your specific needs.
7. We can quickly create a new workshop to fit your needs.
8. Direct affiliation with the University of Central Florida, the 2nd largest university in the US.
9. 30+ years of reliable service to government and non-profit agencies across Florida.
10. We're both results-oriented and FUN!

**TOP
TEN
list**

EFFECTIVE MEETINGS



**Presented by
Marilyn E. Crotty**

FLORIDA INSTITUTE OF GOVERNMENT

at

The University of Central Florida

36 West Pine Street

Orlando, Florida 32801

**407.317.7745 SunCom 344.7745 FAX 407.317.7750
mcrotty@mail.ucf.edu**

13 RULES FOR GETTING MORE FROM MEETINGS

Before the Meeting

1. Chair prepares agenda with staff.
2. Time limit agenda by topic (Apportion time in accordance with importance.)
3. Send advance agenda and information to all members.

During Meeting

- * 4. Start on time. (Don't penalize those arriving on time and reward latecomers by waiting for them.)
5. Ask members if they want to amend the agenda. It may be best to allow Persons in the audience there to speak on "hot item" to go first.
6. Start with and stick to agenda. Style of leadership for chairperson may vary depending upon purpose of meeting – to inform, generate creative solutions, or decide.
7. Prevent interruptions (no phone calls or messages short of extreme emergencies.)
8. If topics generate a good deal of discussion, but no easy conclusion, assign staff to research matter and report back at next meeting.
9. Accomplish purpose. Restate conclusions. Clarify assignments.
10. End on time. (Respect plans of those who assumed meeting would end on time. (Respect plans of those who assumed meeting would end on time.)

After Meeting

11. Evaluate meeting. (Was advance information adequate? Did meeting start on time? Was agenda followed and purpose achieved with time allocated? Was time wasted?)
12. Expedite minutes. (Concise minutes should include any decisions, those Responsible, and deadlines; distribute in a timely manner.)
13. Follow up: (a) progress reports (b) execution of decisions.

ROLES AND RESPONSIBILITIES OF MEMBERS

- Preparation
- Attendance
- Promptness
- Participation – Effective Communication Skills
- Other

Role of Presiding Officer

The Chair is responsible for providing leadership to the meeting, should be familiar with parliamentary procedure, and set an example by consistently conforming to it. The Chair has the power to maintain control of the meeting should any questions about procedure or conflict occur.

COMMUNICATION SKILLS

Effective Presentations

- Give some historical perspective.
- State the present situation and the dimensions of the problem to be solved.
- Pick arguments and data that are relevant to the central point; do not clutter your presentation with irrelevancies.
- Understand the goals of the Board and present your position in as non-controversial a way as possible.
- Discuss alternative solutions in terms of their feasibility, cost, and potential benefits.
- Indicate your preferred solution and your reasons.

Effective Listening

- Listen carefully. This is a more strenuous activity than you may imagine. Here are some rules for effective listening:

Do:

- Concentrate
- Take brief notes of main points
- Consider why the speaker is saying what she or he is saying
- Stay open-minded
- Listen for points you can rebut or points you can use to bolster your position
- Listen for opportunities for compromise
- Formulate questions

Don't:

- Jump to conclusions
- Resist new ideas
- Be so anxious to rebut that you do not hear
- Be distracted by speech mannerisms or emotion-laden words
- Ignore what you do not want to hear
- Interrupt or joke (occasional, prudent use of humor can be advantageous)

MEETING GROUND RULES

You don't need to develop new ground rules each time you have a meeting; however, it pays to have a few basic ground rules that can be used for most of your meetings. These ground rules cultivate the basic ingredients needed for a successful meeting.

Suggested Ground Rules

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.

Keep the ground rules posted at all times.

THE AGENDA

An agenda is a list of the items of business to be covered in a meeting. The agenda helps a meeting remain focused and reduces the possibility of business being overlooked or forgotten. The following agenda outline is often used:

1. Call to Order
2. Roll Call
3. Approval of the Agenda
4. Approval of Minutes
5. Consent Agenda
6. Reports
7. Unfinished Business
8. New Business
9. Adjournment

Developing Agendas

- Develop the agenda together with key participants in the meeting
- Design the agenda so that participants get involved early
- Next to each topic include the type of action needed and output expected
- Set realistic timeframe for agenda
- Balance agenda items

CHECK LIST: CREATING AN AGENDA

- _____ Name of group
- _____ Title of meeting
- _____ Who is calling the meeting
- _____ Date
- _____ Starting time
- _____ Ending time
- _____ Place
- _____ Agenda put out ahead of meeting
- _____ Desired outcomes
- _____ Meeting procedure
- _____ Decision-making method (consultative, consensus)
- _____ Final decision maker (group, meeting leader, other)
- _____ Preparation suggestions (background materials to bring)
- _____ Other notes to participants

People Attending:

- _____ Leader/Chairperson
- _____ Group members
- _____ Role assignments (recorder, facilitator, etc.)
- _____ Guest resource persons

Agenda Schedule:

- _____ Sequence of items
- _____ Person(s) responsible for each item
- _____ Procedure for dealing with each item
- _____ Time allocated for each item

POTENTIAL TIMEWASTERS IN MEETINGS

1. **Purpose:** may be unclear, not understood by everyone.
2. **Plan/Agenda:** often ignored – with disastrous results in wasted time.
3. **People:** often people are there who don't need to be, and therefore shouldn't be, or people who should be there are missing.
4. **Place and Space:** may be inadequate or exposed to distractions.
5. **Time Dimensions:** most meetings start late and end late.
6. **Leadership – Climate:** Every meeting has a “feeling.” If positive, fine; if not, the chair needs the skill of easing a tense, possibly hostile atmosphere into a cooperative one as quickly as possible.
7. **Leadership – Conducting the Meeting:** conference leadership is a vital skill for almost all of us. It can be learned.
8. **Follow-up:** follow-up is essential to ensure that decisions are carried out. If no decisions were called for, were the intended purposes of the meeting accomplished?
9. **Costs:** most meetings cost money – for supplies, resource people, space. And all meeting cost time – the cost in people's time as measured by their compensation and, often, time lost in ill-advised or unnecessary meetings.

PARLIAMENTARY PROCEDURE

Most people are inclined to accept a decision made if they feel the process has been handled fairly.

Parliamentary procedure is used as a servant.

Parliamentary procedure ~~must~~ **NEVER** be used to “play games” or hinder, but rather to help in reaching the truth as a majority of the members see it.

In parliamentary procedure the individual has the following rights:

1. The right to know – due notice; approval of minutes
2. The right to speak – rules of debate
3. The right to vote – definition of membership
4. The right to hold office – fair representation

PRINCIPLES OF PARLIAMENTARY PROCEDURE

- A quorum must be present
- The issues that the body considers must be presented so that a question is brought before the members.
- There must be opportunity to discuss (debate) the question.
- A vote must be taken.
- Rules must not conflict.
- Finality of a motion.

Parliamentary procedure will:

1. Speed up your business – the rules are set to be fair, but also to keep the meeting running smoothly and quickly.
2. Maintain order – only one member may have the floor at a time, only one member may speak at a time, and only one order of business may be on the floor at a time.
3. Insure justice and equality – all members are equal.
4. Accomplish the purpose – why you are there – why you were formed, why you were elected.

Basic Fundamentals:

1. Courtesy to all.
2. One item at a time.
3. Majority rule.
4. Respect for the rights of the minority.
5. Partiality for none.
6. Protection of the absentee.

MEETING BASICS

Typical Agenda Format	
<p>I. Call To Order Chair calls meeting to order</p> <p>II. Quorum Chair sees if quorum present</p> <p>III. Minutes Read & amended/approved</p> <p>IV. Officers' Reports</p> <p>V. Committee Reports Standing (permanent) Special (temporary)</p>	<p>VI. Special Orders <i>Important</i> business previously designated to discuss at this meeting</p> <p>VII. Unfinished Business Left over from previous meetings</p> <p>VIII. New Business Introduction of new topics</p> <p>IX. Announcements</p> <p>X. Adjournment</p>

Four General Types of Motions			
1. Main Motion	2. Subsidiary	3. Privileged	4. Incidental
Introduces topics for consideration. Can be made only when no other motion is on the floor. Yields to the following three types.	Changes main motion (ex.: amend it) or affects how it is handled. Must be voted on before vote on the main motion.	The most urgent. Concerns special or important matters not related to pending business (ex.: I move to adjourn).	Asks questions of procedure that arise out of other motions. Must be considered before the other motion (ex.: suspend rules).

Making a Motion
<p>1. Being recognized (obtaining the floor):</p> <p>a. Rise and address the chair: <i>Mr./Madam Chair:</i></p> <p>b. Give your name. The chair will recognize you by repeating it.</p>
<p>2. Making a motion:</p> <p>Use the affirmative: <i>Say I move that we instead of I move that we do <u>not</u></i></p>
<p>3. Getting a second:</p> <p>a. Another member will voluntarily second the motion, or the chair will ask for a second.</p> <p>b. If there is no second, your motion dies; and the group will not discuss it.</p>
<p>4. Restating the motion: the chair says <i>It is moved and seconded that . . . :</i></p> <p>a. The group can now debate or vote on your motion.</p> <p>b. The motion is now group property. You can't change it without permission of group.</p>
<p>5. Expanding on the motion (explaining more about it):</p> <p>a. You get to speak first; then others may comment.</p> <p>b. You may speak again after all the others are finished.</p>
<p>6. Voting on the motion:</p> <p>The chair asks <i>Are you ready for the question?</i> If there is no more discussion or a motion to stop debate is made, the chair restates the motion; the group votes; and the chair announces the results.</p>

FOLLOWING THE RULES

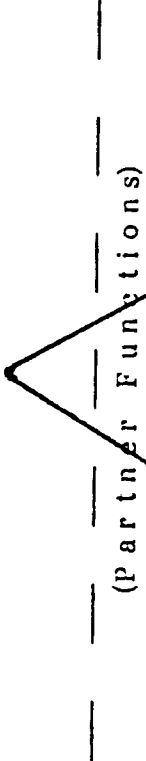
Parliamentary Procedure							
To do this:	Say this:	Interrupt Speaker?	Need a Second?	Debatable?	Amendable?	What Vote Needed?	Reconsiderable?
Adjourn meeting	<i>Move to adjourn.</i>	No	Yes	No	No	Majority	No
Call an intermission	<i>Move to recess for . . .</i>	No	yes	No	Yes	Majority	No
Complain about noise, heat, etc.	<i>Rise to a question of privilege.</i>	Yes	No	No	No	No Vote	No
Temporarily suspend consideration of issue	<i>Move to table the motion.</i>	No	Yes	No	No	Majority	No 1
End debate and amendments	<i>Move the previous question</i>	No	Yes	No	No	Two-thirds	Yes 2
Postpone discussion for a certain time	<i>Move to postpone the discussion until. . .</i>	No	Yes	Yes	Yes	Majority	Yes
Give closer study to something	<i>Move to refer the matter to committee</i>	No	Yes	Yes	Yes	Majority	Yes 3
Amend a motion	<i>Move to amend the motion by . . .</i>	No	Yes	Yes 4	Yes	Majority	Yes
Introduce business	<i>Move that . . .</i>	No	Yes	Yes	Yes	Majority	Yes

The Motions above Are in Order of Precedence. Below There Is No Order.

Protest breach in rules or conduct	<i>Rise to a point of order</i>	Yes	No	No	No	No Vote 5	No
Vote on ruling of the chair	<i>Appeal from the chair's decision</i>	Yes	Yes	Yes	No	Majority	Yes
Temporarily suspend the rules	<i>Move to suspend the rules so that . . .</i>	No	Yes	No	No	Two-thirds	No
Avoid considering an improper matter	<i>Object to consideration of this motion .</i>	Yes	No	No	No	Two-thirds 6	Yes 7
Verify voice vote by having members stand	<i>Call for a division</i>	Yes	No	No	No	No Vote	No
Request information	<i>Point of information</i>	Yes	No	No	No	No Vote	No
Take up a matter previously tabled	<i>Move to take from the table</i>	No	Yes	No	No	Majority	No
Reconsider a hasty action	<i>Move to reconsider the vote on . . .</i>	Yes	Yes	Yes 8	No	Majority	No

- 1 Affirmative votes may not be reconsidered
- 2 Unless vote on the question has begun
- 3 Unless the committee has already taken up the subject
- 4 Unless the motion to be amended is not debatable
- 5 Unless the chair submits the decision to the assembly
- 6 A two-thirds vote in the negative is needed to prevent consideration of the main motion
- 7 Only if the main question has not been debated yet
- 8 Unless the motion to be reconsidered is not debatable

GROUP ROLES



GROUP BUILDING & MAINTENANCE ROLES

TASK ROLES
"Facilitate the job to be done"

Initiator-Informer

Clarifier-Summarizer

Reality Tester

"Facilitate membership in the group"

Harmonizer - Compromiser

Gate Keeper - Encourager

Consensus Tester

EGOCENTRIC ROLES

ROLES

"Interfere with the job and membership"

Blocker

Aggressor-Dominator

Playgirl-Avoider

ROLE FUNCTIONS IN A GROUP

In group situations, most people have "favorite" roles, or accustomed ways in which they are used to behaving, that they usually play when working with other people. A person may play the same role throughout a meeting or may change roles several times. A person may play one usual role in one particular group but may play a very different usual role in a different group.

When they select the roles they want to play in group situations, group members choose from two basic kinds of roles: **functional** and **non-functional**. Group members play **functional roles** when their statements or behaviors help a group achieve its goals. Group members play **non-functional** roles when their statements or behaviors hinder a group in accomplishing its goals.

A partial list follows of the kinds of roles a member may play in any group.

FUNCTIONAL ROLES

(functions required in selecting and carrying out a group task:

"task roles" focus on getting the job done and "

maintenance roles" focus on the group of people who will do it)

1. **Initiating Activity:** proposing solutions; suggesting new ideas, new definitions of the problem, or new organization of material.
2. **Seeking Information:** asking for clarification of suggestions; requesting additional information or facts.
3. **Seeking Opinion:** looking for an expression of feeling about something from the members; seeking clarification of values, suggestions, or ideas.
4. **Giving Information:** offering facts or generalizations; relating one's own experience to the group problem to illustrate points.
5. **Giving Opinion:** stating an opinion or belief about an idea, particularly concerning its value rather than its factual basis.
6. **Elaborating:** clarifying by giving examples or developing meanings; trying to envision how a proposal might work if adopted.
7. **Coordination:** showing relationships among various ideas or suggestions; trying to pull ideas and suggestions together; trying to draw together activities of various subgroups or members.
8. **Summarizing:** pulling together ideas or suggestions after the group has discussed them.
9. **Supporting:** valuing the group members; making each feel part of the group.
10. **Soliciting:** seeking contributions from all members of the group.

NON-FUNCTIONAL ROLES

(functions which hinder a group's completing its task)

1. **Being Aggressive:** working for status by criticizing or blaming others, showing hostility against the group or some individual, deflating the ego or status of others.
2. **Blocking:** interfering with the progress of the group by going off on a tangent; citing personal experience unrelated to the problems; arguing too much on a point; rejecting Ideas without consideration
3. **Self-Confessing:** using the group as a sounding board; "pressing personal, non group-oriented feelings or points of view.
4. **Competing:** vying with others to produce the best idea, talk the most, play the most roles, gain favor with the leader, etc.
5. **Seeking Sympathy:** trying to induce other group members to be sympathetic to one's problems or misfortunes; deploring one's own situation, disparaging one's own ideas to gain support.
6. **Special Pleading:** introducing or supporting suggestions related to one's own pet concerns or philosophies; lobbying.
7. **Horsing Around:** clowning; joking; mimicking; disrupting the work of the group.
8. **Seeking Recognition:** attempting to call attention to one's self by loud or excessive talking; extreme ideas; unusual behavior.
9. **Withdrawing:** acting indifferent or passive; resorting to excessive formality; daydreaming; doodling; whispering to others; wandering from the subject.

Be careful!

In using a classification such as the ones above, people need to guard against the tendency to blame any person (whether themselves or another) who falls into "non-functional behavior." It is more useful to regard such behavior as a symptom that all is not well with the group's ability to satisfy individual needs through group-centered activity. Be alert to the fact that each person is likely to interpret such behaviors differently.

GROUP ROLES

TASK ROLES - "facilitate the job to be done"

1. **Initiator-Informer:** Proposing tasks, goals, actions, defining group problems; suggesting a procedure; offering facts; giving an opinion
2. **Clarifier-Summarizer:** Interpreting ideas or suggestions, defining terms; clarifying issues before the group; pulling together related ideas; offering a decision or conclusion for the group to consider.
3. **Reality Tester:** Testing an idea against some data trying to see if the idea would work.

MAINTENANCE ROLES- "facilitate membership in the group"

1. **Harmonizer-Compromiser:** Mediating; conciliating differences in points of view; making compromise solutions; modifying in interest of group cohesion or growth.
2. **Gate Keeper-Encourager:** Helping to keep communication channels open; facilitating the participation of others; being friendly, warm, and responsive to others; praising others and their ideas; agreeing with and accepting contributions of others.
3. **Consensus Tester:** Asking to see if a group is nearing a decision; sending up "trial balloons" to test group opinions.

BLOCKER ROLES-"interfere with the job and the membership"

1. **Blocker:** Disagreeing and opposing beyond "reason"; resisting the group's wish for personally oriented reasons; using hidden agenda to thwart the movement of a group.
2. **Aggressor-Dominator:** Deflating status of others; attacking the group or its values; asserting authority or superiority to manipulate group or certain of its members; interrupting contributions of others; controlling by means of flattery or other patronizing behavior.
3. **Playboy/Playgirl-Avoider:** Making a display in "playgirl/playboy" fashion of one's lack of involvement; horsing around; seeking recognition in ways not relevant to group task. Pursuing special interests not related to the task; staying off the subject to avoid commitment; preventing group from facing up to controversy.

GROUP DYNAMICS FACTS AND TIPS

Briefing Sheet: Groups Are Good for Humans

Groups are good for humans! The following overview of research in social psychology clearly supports this assertion.

1. Under most conditions, the productivity of groups is higher than the productivity of individuals working alone.
2. Groups make more effective decisions and solve problems more effectively than individuals working alone.
3. It is through group membership that the values of altruism, kindness, consideration for others, responsibility, and so forth are socialized in us.
4. The quality of emotional life in terms of friendship, love, camaraderie, excitement, joy, fulfillment, and achievement is greater for members of groups than for individuals functioning alone.
5. The quality of everyday life is greater in groups due to the advantages of specialization and division of labor. Our material standard of living (for example, our housing, food, clothing, transportation, entertainment, and so forth) would not be possible for a person living outside of society.
6. Conflicts are managed more productively in groups. Social influences are better managed in groups. Without group standards, social values, and laws, civilization would be impossible.
7. A person's identity, self-esteem, and social competencies are shaped by the groups of significance to him or her.

Self-Rules for Constructive Group Controversy

1. I am critical of ideas, not individuals. I challenge and refute the ideas of others, but I do not indicate that I personally reject the members of the group.
2. I focus on coming to the best decision possible, not on "winning." I remember that we are all in this together.
3. I encourage everyone to participate and to master all the relevant information.
4. I listen to everyone's ideas, even if I don't agree.
5. I paraphrase or restate what someone has said if it is not clear to me.
6. I try to understand both sides of the issue.
7. I change my mind when the evidence indicates that I should do so.

ORDINANCE 2016-04

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

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

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

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

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

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

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

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

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

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

PASSED ON FIRST READING THIS _____ DAY OF _____, 2016.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2016.

ATTEST:

Penny Overstreet, City Clerk

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

Linda Provencher, Mayor

Item

15

STAFF

REPORTS

Penny Overstreet

From: Robert Pace
Sent: Thursday, July 14, 2016 3:58 PM
To: Larry Newsom
Cc: Penny Overstreet
Subject: Weekly Highlights

Mr. Newsom,

The following are the weekly highlights;

- The week started off by two units attending a memorial service at Santa Maria Del Mar Catholic Church. The service was held for a retired firefighter from NYFD. At the conclusion of the service the firefighter's helmet and urn were placed on a seat of Engine 11. The family was very appreciative of the support given by FBFD staff at the service.
- On Monday Lt. Cox and FF/PM Walden attended the EMS Advisory Board Meeting. The main topic of conversation was tactical training for fire crews countywide. Considering many of the recent tragedies across the nation, the possibilities of outfitting fire crews with bulletproof vests was reviewed. There is a tentative training schedule to cover these issues set for September.
- After a conversation with the school board's attorney, FBFD has now been added to the recent MOU addressing the implementation of a fire academy at FPCH. The participating parties will all sign off on the MOU in the next few weeks and certified instructors from agency within the county are planning on beginning classes in August.
- Lt. Kennedy passed his certification test for FO III (Fire Officer III) this week. He has studied very hard and this a great accomplishment for both him and the department.
- The 58th fire mitigation project was completed earlier this week. The completed project was some cleared brush near home located on Leslie St. Currently there are no open projects.
- C Shift's crew and I conducted some pre-incident planning for the facilities located on Avenue A this week. The main point of the visit was to inspect the city's newest building, but while on the grounds the crew and I took the opportunity to inspect the Sanitation and Wastewater Treatment Departments.

Look forward to talking to you soon.

Thanks,

Bobby Pace
Fire Captain
Flagler Beach Fire Department



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

Captains Weekly Report

From: Friday		7/1/2016		To: Thursday		7/7/2016	
Calls For Service	112	Felony Arrest	1	Reports Written	25	Citations Issued	107
Self-Initiated	106	Misd. Arrest	2	Comm. Policing	18	Warnings (Written/Verbal)	42
Traffic Stops	19	City Ordinance	15	Security Checks	298		

Captains Weekly Summary

Friday: 7/1/16 @ 8:53 a.m. / Stolen Vehicle (Recovered) / 1800 Block of South Central Avenue: The victim advised that she parked her vehicle in her driveway at approximately 7:30 p.m. yesterday evening. The victim was unsure if the vehicle was locked and stated that a spare key was in the glove box. The vehicle was recovered (unoccupied) in Lake County, Florida later in the afternoon. The spare key to the vehicle was not located and there were no signs that the vehicle was hot-wired. The victim does not desire prosecution.

Friday: 7/1/16 @ 2:11 p.m. / Larceny / 700 Block of South Oceanshore Boulevard: The victim advised that he parked his bicycle in front of the A1A Shell Station for approximately fifteen (15) minutes and he went to the beach. During this timeframe the bicycle was unsecured/unlocked and when he returned the bicycle was gone. The serial number to the bicycle is unknown at this time and there are no suspects.

1st Friday: Heavy afternoon thundershowers threatened this month's event, but the rain cleared by 5:00 p.m. A crowd estimated at 1,100 listened to this month's musical guest; "Soul Fire". Captain Doughney along with two (2) Officers were assigned to the event and a missing child in Veteran's Park was reunited with her Father very quickly. A couple of verbal warnings were given to event attendees for Animals in the Park and Open Containers of Alcohol in the Park. Compliance was gained with each citizen contact.

Friday: 7/2/16 @ 2:09 a.m. / Aggravated Child Abuse (Arrest) / 1900 Block of North Daytona Avenue: Officers were dispatched to a residence in regard to a neighbor calling to report that two (2) children knocked on her door and advised that they were being abused by their Father. The Department of Children & Families was notified as was Detective Williams and our Victim Advocate. The investigation resulted in the removal of two (2) children from the residence in question and the suspect was arrested on two (2) counts of Aggravated Child Abuse. Great teamwork by all involved!

Saturday: The warm sunny weather in the morning and early afternoon drew a large crowd to the beach. Traffic on SRA1A was moderate throughout the day and at approximately 2:00 p.m. afternoon thunderstorms arrived. Most of the beach crowd dispersed due to the rain, which continued until 4:00 p.m. Parking was monitored during the day and a total of seven (7) parking citations were issued during Dayshift for parking on the sea dunes, parking the wrong direction and parking on the right of way.

Sunday: 7/3/16 @ 12:04 a.m. / Disorderly Intoxication (Arrest) / 101 North Oceanshore Boulevard: Officers were dispatched to a verbal disturbance and upon arrival it was determined that a disturbance had occurred, however all parties were uncooperative. One (1) male subject was highly intoxicated and was non-compliant with Officers. He was subsequently arrested for Disorderly Intoxication without incident and transported to the Flagler Inmate Facility.

Sunday: The warm sunny weather drew a large crowd to the beach and we didn't have the afternoon thunderstorms like we did on Saturday. Traffic on SRA1A was heavy for most of the day and parking throughout the day was monitored. A total of thirty-three (33) citations were issued for sea dune violations, parking in prohibited areas and parking the wrong direction.

Monday: 7/4/16 @ 8:47p.m. / Burglary Vehicle / 3100 Block of South Central Avenue: Officers responded in reference to a vehicle burglary. Entrance to the vehicle was accomplished by breaking the rear passenger window. The victim advised that the only thing taken was a tote bag used for carrying a pet and there was nothing in the pet carrier. There are no suspects and no physical evidence was recovered at the scene.

Tuesday: At 7:30 a.m. Officer Cozzone picked up two (2) inmates from the Flagler Inmate Facility so they could assist with July 5th beach cleanup. The inmates assisted with the cleanup and also helped pick up materials used for the July 4th event (traffic cones, barricades, etc.). The inmates were returned to the facility before noon and there we no problems to report.

Tuesday: 7/5/16 @ 5:10 p.m. / Grand Theft / 1200 Block of South Oceanshore Boulevard: The victim advised his wallet was taken from the front desk office of the Motel. Several pieces of identification and \$500 cash were inside wallet and there are no suspects at this time.

Wednesday: 7/6/16 @ 9:50 a.m. / Disturbance Physical / 3100 Block of South Oceanshore Boulevard: The reporting party advised that his girlfriend had a knife and was cutting up his tent. Upon Police arrival contact was made with all parties involved. The investigation revealed that the victim struck the female in the head with his fist knocking her to the ground. While Officers were on scene the victim started having a seizure and she was transported to Florida Hospital Flagler. The reporting party/suspect was arrested and transported to the Flagler Inmate Facility without incident.

Wednesday: 7/6/16 @ 4:15 p.m. / Fraud (Counterfeit U.S. Currency) / 608 South Oceanshore Boulevard (Tortuga's): Management called in to report that they received several fraudulent bills of U.S. Currency on July 4th. Management and the Bartender that received the bills will be completing statements and a photo lineup will be presented for positive identification. The Sheriff's Office has a suspect in custody and our follow up will occur next week.

Thursday: Captain Doughney attend the Flagler County Detention Facility Ribbon Cutting Ceremony from 10:00 a.m. to 11:00 a.m.



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

Captains Weekly Report

From: Friday		7/8/2016		To: Thursday		7/14/2016	
Calls For Service	98	Felony Arrest	0	Reports Written	29	Citations Issued	65
Self-Initiated	43	Misd. Arrest	7	Comm. Policing	27	Warnings (Written/Verbal)	31
Traffic Stops	26	City Ordinance	33	Security Checks	326		

Captains Weekly Summary

Monday: 7/11/16 @ 4:21 a.m. / Domestic Battery / 2200 Block of South Flagler Avenue: Officers responded to a Domestic Violence call involving a Mother and Daughter. The Mother advised that her Daughter left the house earlier in the night and did not return home until 4:00 a.m. When the Mother went to the Daughters' room to talk to her, the Daughter got mad and slapped her Mother. The Daughter was arrested for Domestic Battery and transported to the Flagler Inmate Facility without incident.

Monday: 7/11/16 @ 12:49 a.m. / Unsecured Building / 2557 Moody Boulevard (Shell Station): While conducting a security check of the Shell Gas Station the east side door was found, unsecured. Officers cleared the building and attempted to make contact with the Emergency Contact person, who did not answer the phone and a voicemail message was left. Officers were able to secure the business.

Monday: 7/11/16 @ 9:40 p.m. / Disorderly Intoxication / 101 North Oceanshore Boulevard: Officers were dispatched in reference to some male subjects returning to a bar after a previous disturbance. The male subjects were located in the 100 block of North 2nd Street and they were heavily intoxicated and combative. The two (2) males were subsequently arrested without incident and charged with Disorderly Intoxication.

Tuesday: 7/12/16 @ 7:39 p.m. / Assist Other Agency / 2200 Block of South Oceanshore Boulevard: The reporting party located a crying juvenile sitting on the sidewalk. The juvenile advised that he'd ran away from home in Daytona Beach, but now wanted to go home and was too tired to return. An Officer from the Daytona Beach Police Department responded to the youth's residence to make contact with a Parent. Upon the Officers arrival the Parents advised that were calling in to report the child missing. Arrangements were made for Father to pick the child up and the Daytona Beach Officer advised that he was notifying the Department of Children & Families (DCF) due to amount of time that had elapsed between the youth running away and the Parents notifying Law Enforcement.

Tuesday: 7/12/16 @ 10:28 p.m. / Disturbance Physical / 200 Block of South Oceanshore Boulevard: Officers were dispatched to a male subject on the Boardwalk harassing people. Upon arrival Officers located the subject who also appeared intoxicated. The subject was with a sober friend and they were both instructed to leave the area. The subject in question returned to the area only minutes later. Officers observed the subject become physically violent with the friend that his he was with and he was arrested without incident and charged with Battery and Trespassing.

Wednesday: Captain Doughney attended a meeting at the Emergency Operations Center in reference to Adult Civil Citations. The meeting started at 8:45 a.m. and concluded at 11:00 a.m.

Wednesday: 7/13/16 @ 6:09 p.m. / Missing Person - Juvenile / 100 Block of 5th Street South: Officers made contact with the Mother of fifteen (15) year old who advised that her Daughter left the house on 7/12/16 at approximately 7:00 p.m. but returned home on today's date around 5:45 p.m. The Daughter then left again with a backpack. The Juvenile was entered as missing and a "Be On the Look Out" (BOLO) was sent out locally and to surrounding Counties.

Thursday: 7/14/16 @ 1:54 a.m. / Criminal Mischief / 1000 Block of North Ocean Shore Boulevard (Johnny D'S): Officers were dispatched in reference to a small four (4) door, dark colored sedan that shot paint balls at people standing outside the bar. The vehicle was located by Officers and stopped on Roberts Road. The rear passenger of the vehicle was arrested for Criminal Mischief, as several paintballs struck the business. A female who had left the bar prior to Officers arriving at the business was struck and we will follow up to locate her and she if she was injured.

Thursday: Captain Doughney attended the Flagler County monthly Multidisciplinary Team meeting with the State Attorney and the Department of Children & Families. The meeting started at 9:00 a.m. and ended shortly before 10:00 a.m.

Thursday: 7/14/16 @ 10:53 a.m. / Warrant Arrest / 300 South Daytona Avenue: A Patrol Officer observed a subject, whom he had knowledge of having an active Flagler County arrest warrant, pull into the Flagler Beach Post Office. The arrest warrant for Failure to Appear reference Trespassing was confirmed and the subject was subsequently arrested and transported to the Flagler Inmate Facility without incident.

Thursday: 7/14/16 @ 11:47p.m. / Disturbance Domestic / 200 Block of 6th Street South: Officers made contact with two (2) males who advised that they had an altercation with their Father. The two (2) youth advised that their Father got mad when they returned home late and started to hit and kick them. The two (2) victims advised that this occurs just about every night and this was the first time they called the Police. Officers later were able to make contact with the Father who advised he was very mad and "lost it". The Father would not go into detail as to what happened and he was arrested without incident and charged with Domestic Battery. The Department of Children & Families was notified.

Sea Dune Parking: Sea dune parking was monitored during the week and Officers issued two (2) written warnings, five (5) verbal warnings and nine (9) parking citations.

Recreation Staff report
Tom Gillin
Recreation Director
June 2016

1. Parks and Recreation
 - a. Junior Lifeguards
 - i. Completed Sessions 1, 2, and 3 of Junior Lifeguard Camp.
 - ii. Scheduled Competition Camp Swim tests June 4, 11, 18 and 25.
 - iii. Scheduled Junior Lifeguard competition, July 9, in Hollywood.
 - b. "July 4th"
 - i. Completed final planning for event security.
 - ii. Completed lifeguard training for the event.
 - iii. Reviewed lifeguard staffing and safety responsibilities
 - c. "Music in the Park"
 - i. June 3rd, approximately 900 people attended.
 - ii. Next music event planned for July 1st and 4th.
2. Lifeguards
 - a. Full time lifeguard protection seven days per week
 - b. Continued in-service CPR and First Aid Training
 - c. Complied with United States Lifesaving Association standards for day-to-day operations.
 - d. Southeast Regional Competition, July 14 and 15, Siesta Beach
3. Pier Security
 - a. Supervised daily operations at the pier
 - b. Planned for July schedule
 - c. Reviewed safety procedures for July 4th fireworks display