

AMENDED AGENDA

1. Call the meeting to order.
2. Pledge of Allegiance followed by a moment of silence to honor our Veterans, Members of the Armed Forces and First Responders.
3. Proclamations and Awards.
 - a) Plaque of Appreciation to Alice Baker for her service on the Planning & Architectural Review Board.
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 Regular Meeting Minutes of October 22, 2015, and the Special Meeting(s) of October 8, October 20, and October 23, 2015.
7. Approve a Work Assignment to Quentin L. Hampton Associates, Inc. for renewal of Consumptive Use Permit (CUP) #59 for the Flagler Beach Water Treatment Plant in an amount not to exceed \$59,670.
8. Approve a piggyback on a Master Agreement between Volusia County and Halifax Paving, Inc. to perform budgeted paving projects in an amount not to exceed \$204,860.

GENERAL BUSINESS

9. Consider a proposal to have an "Invisible Wounds Memorial" dedicated to Veterans who suffer or have suffered with PTSD/TBI placed in Veterans Park – Cathy Heigher – Moore.
10. Resolution 2015-30- a resolution by the City Commission of the City of Flagler Beach, Florida, amending Resolution 2015-24 which adopted the FY 2015/16 budget, to reflect a budget amendment to roll the appropriated fund balances from fiscal year 2014/15 into the budget for 2015/16; providing for conflict, and an effective date.
11. Resolution 2015-31 a resolution by the City Commission of the City of Flagler Beach, Florida, amending Resolution 2014-24 which adopted the FY 14/15 budget, to reflect a budget amendment to provide funds for year-end budget shortfalls; providing for conflict, and an effective date.
12. Consider utilizing Lobbyist at the State Government level opposed to Federal level and provide appropriate direction to staff.

COMMISSION COMMENTS

13. Commission comments, including reports from meetings attended.

PUBLIC HEARINGS

14. Ordinance 2015-12 an ordinance of the City Commission of the City of Flagler Beach, Florida, providing for the amendment of the Official Zoning Map as previously established in Appendix A Land Development Regulations Section 2.03.03 of the City of Flagler Beach, Florida, as amended and supplemented; amending the Official Zoning Map for 2.94+/- acres of certain real property described as tax parcel identification number 29-12-32-0000-01010-0010 from Recreation Planned Unit Development (RPUD) to Medium Density Residential (MDR); providing for conflicts, ratification of prior acts; providing for legislative findings and intent; providing for the taking of implementing administrative actions; repealing all conflicting ordinances; providing for severability; providing for non-codification and providing for an effective date.
15. Ordinance 2015-09, an ordinance by the City Commission amending Ordinance 2015-03, Appendix "A" Land Development Regulations, Sections 4.7.03.(D) (3) and 4.07.09; Section 5.00.10 amending Section 202 of the Florida Building Code, Building Section 5.00.11 amending Section 202 and Section 1103.5 of the Florida Building Code, existing Building; providing for applicability; repeal; severability; and an effective date – first reading.
16. Ordinance 2015- 15, amending Chapter 11 Solid Waste, Sections 11-1 Definitions; Section 11-6 (2) b, c, to amend the regulations for yard waste standards, providing for codification, conflict, repeal and an effective date – first reading.
17. Ordinance 2015-11, an ordinance of the City of Flagler Beach, Florida, approving the Collective Bargaining Agreement between the City of Flagler Beach, Florida and the Florida State Fraternal Order of Police, Inc. for the period October 1, 2015 through September 30, 2018; providing for conflicts, providing for severability and providing for an effective date – second reading.
18. Ordinance 2015-13 and ordinance of the City of Flagler Beach, amending Chapter 2, Administration, Article V, Employee Benefits, Division 1, generally, Section 2-102, Police Officers; Retirement System, of the Code of Ordinances of the City of Flagler Beach; amending Section 1, Definitions; amending Section 6, Benefit Amounts and Eligibility; amending Section 8, Disability; amending Section 15, Maximum Pension; adding Section 29, Supplemental Benefit Component for Special Benefits; Chapter 185 Share Accounts; providing for codification; providing for severability of provisions; repealing all ordinances in conflict herewith and providing an effective date – second reading.

STAFF REPORTS

19. Staff Reports.
20. 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.

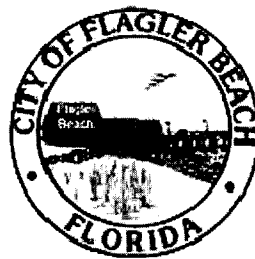
3a

Plaque of appreciation
Presented to
Alice M. Baker

For her service
as a member of the
Planning and Architectural Review Board

February 2013 – September 2015

Thank you for your
dedication to the
City of Flagler Beach



#6

AGENDA

PRESENT: Mayor Linda Provencher, Chairman Marshall D. Shupe, Vice-Chair Jane mealy, Commissioners Kim M. Carney, Joy McGrew and Stephen M. Settle, City Manager Bruce C. Campbell and City Clerk Penny Overstreet.

1. CALL THE MEETING TO ORDER: Chairman Shupe called the meeting to order at 4:30 p.m.
2. PLEDGE OF ALLEGIANCE: Mayor Provencher led the pledge to the flag.
3. DISCUSS OUTCOME OF SEPTEMBER 17, 2015 ALTERNATIVE USE COMMITTEE WORKSHOP AND DECIDE NEXT STEP TO BEGIN CONTRACT NEGOTIATIONS WITH FLAGLER GOLF MANAGEMENT, LLC: Commissioner McGrew reviewed a timeline of the property since purchase by the City. Commissioner McGrew spoke of how she met Mr. McDaniel and the cost estimate he prepared to get the course back up and playable. Commissioner McGrew spoke of her presentation to the Commission, and the recommendation by the Alternative Use Committee for the property to remain as a golf course. Commissioner McGrew referred to the petition distributed to the Commission. Commissioner McGrew indicated she would like to move forward with Flagler Golf Management, stating she feels we have nothing to lose by going into negotiations with them.

Discussion ensued among the Commission, which included feelings that the company was formed for this specific purpose, no financials to review, concern of the stability of the company, ensuring no risk for the city, getting the detailed information requested in the RFP from Flagler Golf Management, and the structural integrity of the clubhouse.

The Commission requested advice from the City Attorney. City Attorney Smith stated the next step is for the Commission to rank the proposals. Since you only received one, you can accept it, or go out for more proposals being sure to include those who have not formally withdrawn. Attorney Smith whomever you rank as No. 1 is who you will begin negotiations. Motion by Commissioner Mealy that we rank Flagler Golf Management No. 1 and that we move forward with negotiations including getting more information from them. Commissioner McGrew seconded the motion. Chairman Shupe opened public comment. The following people provided comments: Michael Flank, Thomas Walsh, Jordan Ferrell, Paul Eik, Charlie Sawyer and Jayce Ramage. Chairman Shupe closed public comment. The motion carried unanimously.

The motion carried unanimously.

4. ADJOURNMENT: Motion by Commissioner Carney to adjourn the meeting at 5:24 p.m. Commissioner McGrew seconded the motion.

Attest:

Penny Overstreet, City Clerk

Marshall D. Shupe, Chairman

#6

SPECIAL MEETING OF THE FLAGLER BEACH CITY COMMISSION, OCTOBER 20, 2015 AT 5:15 P.M.
105 S. SECOND STREET FLAGLER BEACH, FLORIDA 32136.

MINUTES

PRESENT: Mayor Linda Provencher, Chairman Marshall D. Shupe, Vice-Chair Jane Mealy, Commissioners Kim M. Carney, Joy McGrew, and Stephen M. Settle, Human Resources Officer Elizabeth Mathis, and City Clerk Penny Overstreet.

1. CALL THE MEETING TO ORDER: Chairman Shupe called the meeting to order at 5:15 p.m.
2. PLEDGE OF ALLEGIANCE: Mayor Provencher led the pledge to the flag.
3. INTERVIEWS FOR CITY MANAGER: Chairman Shupe reviewed the purpose of the meeting. 5:15 p.m. to 6:15 p.m. – Andrew DeCandis.
The Commission welcomed Mr. DeCandis and informed him they would be asking him a series of questions. Each Commissioner and the Mayor posed questions to which the applicant responded. The Commission thanked Mr. DeCandis for appearing.

Commissioner Mealy asked for consensus to have the Human Resources Officer contact the three additional applicants they had recently received. Ms. Mathis received direction to contact Larry Newsome, Anthony Barrett and Thomas Ernharth in an attempt to schedule interviews during the week of November 2 – 6, 2015.

4. ADJOURNMENT: Motion by Commissioner McGrew, to adjourn the meeting at 6:17 p.m. Commissioner Mealy seconded the motion.

Attest:

Penny Overstreet, City Clerk

Marshall D. Shupe, Chairman

#6

SPECIAL MEETING OF THE FLAGLER BEACH CITY COMMISSION, OCTOBER 23, 2015 AT 9:30 A.M.
105 S. SECOND STREET FLAGLER BEACH, FLORIDA 32136

MINUTES

PRESENT: Mayor Linda Provencher, Chairman Marshall D. Shupe, Vice-Chair Jane Mealy, Commissioners Kim M. Carney, Joy McGrew, and Stephen M. Settle, Human Resources Officer Elizabeth Mathis, and City Clerk Penny Overstreet.

- 1. CALL THE MEETING TO ORDER.: Chairman Shupe called the meeting to order at 9:30 a.m.
- 2. PLEDGE OF ALLEGIANCE: Mayor Provencher led the pledge to the flag.
- 3. INTERVIEWS FOR CITY MANAGER:
9:30 A.M. TO 10:30 A.M. – JOSEPH GARRITY.

Chairman Shupe reviewed the purpose of the meeting. The Commission welcomed Mr. Garrity and informed him they would be asking him a series of questions. Each Commissioner and the Mayor posed questions to which the applicant responded. Mr. Garrity then asked each Elected Official what they feel is most pressing issue in Flagler Beach in next and following years. The Commission thanked Mr. Garrity for appearing.

2:30 P.M. TO 3:30 P.M. - DONALD WILLAR

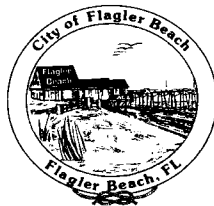
Ms. Mathis informed the Commission the candidate has withdrawn.

- 4. ADJOURNMENT: Motion by Commissioner Carney, to adjourn the meeting at 10:34 a.m. Commissioner McGrew seconded the motion.

Attest:

Penny Overstreet, City Clerk

Marshall D. Shupe, Chairman



City of Flagler Beach **AGENDA ITEM # 7** **Item Summary and Recommendation**

SUBJECT: Approve a Work Assignment to Quentin L. Hampton Associates, Inc. for renewal of Consumptive Use Permit (CUP) #59 for the Flagler Beach Water Treatment Plant in an amount not to exceed \$59,670.

BACKGROUND: This project has been approved in the City's 2015/16 Water Treatment Plant Budget. The City's current Consumptive Use Permit expires August 8, 2016 and the permit application should be submitted 6 months in advance. We are estimating 3-4 months to prepare the initial permit application. We will work with QLH and the St. Johns River Water Management District to complete this process.

RECOMMENDATIONS: Approve

ATTACHMENTS: Quentin L. Hampton Work Assignment dated September 23, 2015

SUBMITTED BY: Robert Smith

DATE: November 2, 2015

Staff Comments:

City Manager: The Consumptive Use Permit (CUP) requires renewal with St. Johns River Water Management District (SJRWMD). The renewal in 2016 will be good for twenty years – expiring in 2036 fiscal year. Provisions have been made in current budget year - \$70,000 line item. Respectfully, request approval and authorization for Mayor to sign Work Assignment with QLH.

BRAD T. BLAIS, P.E.
DAVID A. KING, P.E.
ANDREW M. GIANNINI, P.E.
KEVIN A. LEE, P.E.

Quentin L. Hampton Associates, Inc.
Consulting Engineers
P.O. DRAWER 290247
PORT ORANGE, FLORIDA 32129-0247

TELEPHONE: (386) 761-6810
FAX: (386) 761-3977
EMAIL: qjha@qjha.com

September 23, 2015

Robert Smith
Public Works Director/City Engineer
City of Flagler Beach
105 Second Street
Flagler Beach, FL 32136

Email: RSmith@CityofFlaglerBeach.com

Hard Copy Mailed Only on Request


**CITY OF FLAGLER BEACH
RENEWAL OF CONSUMPTIVE USE PERMIT #59
ENGINEERING SERVICES
-FEE ESTIMATE-**


Dear Mr. Smith,

In accordance with your request, we are pleased to offer the enclosed engineering fee estimate for engineering services for the above referenced project. The engineering services proposal contained herein as Exhibit 'A' includes a scope and fee estimate for the referenced project.

We appreciate this opportunity to continue to be of service. If you have any questions or require further assistance, please do not hesitate to call.

Respectfully,
QUENTIN L. HAMPTON ASSOCIATES, INC.


Kevin A. Lee, P.E.
Project Manager


David A. King, P.E.
Vice President

KAL/DAK:bf

Enclosures

EXHIBIT 'A'
SCOPE OF SERVICES
CITY OF FLAGLER BEACH, RENEWAL OF CONSUMPTIVE USE PERMIT #59
ENGINEERING SERVICES

GENERAL

The proposed scope of engineering services to be provided by QLH shall include preparation of a complete application package for renewal of the City's Consumptive Use Permit (CUP) #59 for a proposed additional 20 years. Engineering services include preparation of a complete application package, groundwater modeling, planning for future wells, and response to up to one RAI. It is estimated that the original application preparation will require approximately 3-4 months.

ENGINEERING SERVICES

A. CUP Application Package

1. Prepare the individual application form for City Staff signature.
2. Prepare the Public Supply Type Use package including compilation of historical water use data, preparation of projected population, water use estimates and water audit forms.
3. Prepare a Water Conservation Plan.
4. Identification of future well locations and long term viability of existing wells.

B. Ground Water Modeling and Hydrogeologic Services

1. Utilize the SJRWMD base model to evaluate impacts of proposed withdrawal for the 20 year CUP renewal period.
2. Additional groundwater modeling to demonstrate potential impacts from future wells.
3. Hydrogeologic sub-consulting services proposal from Andreyev Engineering Inc. (AE) is attached.
4. The second task in ARI's proposal 'Salt Water Intrusion Modeling' will be authorized if required by SJRWMD.

EXCLUSIONS:

This proposal specifically excludes permit application fees and biological sub-consulting services (if required). Response to the first RAI is included within this scope. Additional RAI's will be billed on a time and material basis per the attached fee schedule.

COMPENSATION:

Total compensation for all services, materials, supplies and any other items or requirements necessary to complete the work described here in shall NOT EXCEED \$59,670. A breakdown of estimated fees is attached.

PURSUANT TO FLORIDA STATUTE SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF QUENTIN L. HAMPTON ASSOCIATES, INC. MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

CUP #59 RENEWAL

**City of Flagler Beach
Estimated Engineering Fees
September 22, 2015**

Person/Item	Hourly Rate	Estimated Hours	Cost
Project Manager	\$ 175.00	40	\$ 7,000.00
Project Engineer	\$ 140.00	120	\$ 16,800.00
CADD Operator	\$ 70.00	16	\$ 1,120.00
Administrative Aide	\$ 50.00	40	\$ 2,000.00
	Subtotal		\$ 26,920.00
Hydrogeologic Groundwater Modeling Allowance			\$ 20,000.00
Salt Water Intrusion Modeling Allowance			\$ 10,500.00
RAI Allowance			\$ 2,000.00
Printing Allowance			\$ 250.00
	Grand Total		\$59,670.00



Andreyev Engineering, Inc.

SANFORD OFFICE
4055 St. John's Parkway
Sanford, Florida 32771
407-330-7763
Fax: 407-330-7765

▼ Groundwater ▼ Environmental ▼ Geotechnical ▼ Construction Materials Testing

August 11, 2015

TO: Quentin L. Hampton Associates, Inc.
P.O. Drawer 290247
Port Orange, Florida 32129-6810

Attention: Mr. Kevin Lee, P.E.

SUBJECT: Proposal, Hydrogeologic Services, Groundwater Modeling and Saltwater Intrusion Modeling. Consumptive Use Permitting (CUP) Assistance, Flagler Beach CUP Renewal, Flagler County, Florida

Dear Mr. Lee:

Per your request, Andreyev Engineering, Inc. (AEI) presents this proposal to provide hydrogeologic services and conduct groundwater & saltwater intrusion modeling for Flagler Beach CUP renewal. As you know, we already have the groundwater model that was utilized during previous permitting efforts and the saltwater intrusion model that was used as supporting document for the existing permit. We propose to update the two models with the current data and water quality data sets and evaluate the drawdown impacts and the potential saltwater intrusion/upconing impacts. Any new wells or future wells will also be incorporated into the models as needed.

Based on our understanding of the project, we propose to complete the following scope of work to assist QLHA with the modeling and impact assessment for the CUP renewal.

1. Obtain and review existing permit conditions, site plans, location maps, well locations, pumping rates, withdrawal rates within the City's Service Area and other pertinent information needed for modeling of the wells. We understand that QLHA, Inc. will collect and provide the data and maps to AEI.
2. Start with the previous groundwater and saltwater models used for the existing permit application and update the models with the new data collected to date, including groundwater levels, regional groundwater and potentiometric maps, available chloride data from all wells in the region, reported pumping rates from wells and other withdrawal points, if any.
3. Model project specific impacts to assess the potential impacts caused by the City's withdrawals for the projected final year of the permit renewal (anticipated to be 20 years).
4. Model cumulative impacts to assess the potential impacts caused by the City's withdrawals and all other existing legal users in the project area for the projected final year of the permit renewal.
5. Model saltwater intrusion and/or upconing, if required by the District, using an external analytical model based on potentiometric pressure and available (field measured) chloride

concentration data. The analysis will utilize the potentiometric level data from the groundwater model and correlative data of observed chloride in the area. This will be the same modeling approached used for the current permit application.

6. Generate groundwater drawdown contour maps indicating the lowering of the groundwater level or the potentiometric pressure in the effective aquifers due to withdrawals, and assess the model predicted drawdown effects on existing wells, wetlands, and lakes. Contours will be overlaid over aerials, wetland maps or USGS quadrangle maps, whichever are available.
7. Prepare a summary report presenting the groundwater model set up, model up date, drawdown modeling, and evaluation of results including an assessment of impacts to springs, lakes, wetlands, and existing legal users.
8. If required, conduct the necessary saltwater intrusion/upconing modeling and present the results in the hydrogeologic report, including the model calibration and model predicted saltwater intrusion/upconing impacts, if any.
9. Meetings with QLHA and Flagler Beach to collect data and to present the final results with conclusions and recommendations.

The estimated budget for the scope of work described herein is summarized below:

Description of Work	Units	Quantity	Unit Rate	Total
Task A - Groundwater Modeling and Impact Assessment				
Principal Engineer/Modeler	hrs	40	\$ 175.00	\$ 7,000.00
Senior Project Engineer/Modeler	hrs	56	\$ 145.00	\$ 8,120.00
Senior Project Geologist	hrs	24	\$ 140.00	\$ 3,360.00
CADD/GIS Technician	hrs	12	\$ 65.00	\$ 780.00
Secretarial Services & Reproduction	hrs	6	\$ 55.00	\$ 330.00
Subtotal for Task A				\$ 19,590.00
Task B - Saltwater Intrusion and Upconing Modeling and Impact Assessment, if Requested by SJRWMD				
Principal Engineer/Modeler	hrs	24	\$ 175.00	\$ 4,200.00
Senior Project Engineer/Modeler	hrs	36	\$ 145.00	\$ 5,220.00
CADD/GIS Technician	hrs	6	\$ 65.00	\$ 390.00
Secretarial Services & Reproduction	hrs	4	\$ 55.00	\$ 220.00
Subtotal for Task B				\$ 10,030.00
TOTAL				\$ 29,620.00

The scope of our work in this proposal does not include the time and services to provide responses to the potential request for additional information (RAI) as such requests are unknown at this time and are difficult to predict. The RAIs typically vary greatly from project to project and are generally based on specific concerns of the area and/or politically motivated issues. Such concerns are not known to us at this time. We will prepare a separate proposal for the scope of work and cost estimate, once we receive and review the RAI comments, if any. It is also possible that there will not be any RAIs and no further work will be needed.

For all work, we will invoice only for the work performed on a monthly basis, using our 2015 unit rates or fees provided in this proposal. We will not exceed the estimated budget unless the scope of work is changed and you approve the additional fees. Should additional information be requested by SJRWMD, other than clarifications of submitted modeling and hydrogeologic data, a separate proposal will be prepared, once that scope of work is identified.

We appreciate the opportunity to submit this proposal for your review and look forward to working with you on this project. If you have any questions concerning this proposal, please feel free to contact our office.

Sincerely,

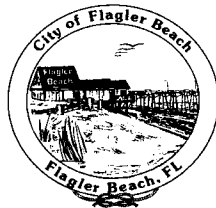
ANDREYEV ENGINEERING, INC.

A handwritten signature in black ink, appearing to read 'N. E. Andreyev', written in a cursive style.

Nicolas E. Andreyev, P.E.
President

A handwritten signature in black ink, appearing to read 'R. W. Jones', written in a cursive style.

Raymond W. Jones, P.E.
Vice-President



City of Flagler Beach **AGENDA ITEM # 8** **Item Summary and Recommendation**

SUBJECT: Approve a piggyback on a Master Agreement between Volusia County and Halifax Paving, Inc. to perform budgeted paving projects in an amount not to exceed \$204,860.

BACKGROUND: The FY15-16 budget contains funds for road resurfacing. \$208,000 have been designated as funding for this fiscal year's paving campaign. Halifax Paving, Inc. has a contract with Volusia County that meets our requirements. Halifax has agreed to honor the same contract pricing for Flagler Beach. The Public Works Dept. requests the City Commission approve the terms of this contract for Flagler Beach's roadwork this budget year.

RECOMMENDATIONS: Approval

ATTACHMENTS:

1. Volusia County Master Agreement No. 7103824-1 with Halifax Paving.
2. Letter from Halifax Paving agreeing to above terms.
3. Flagler Beach paving project description

SUBMITTED BY: R. Smith **DATE:** November 3, 2015

Staff Comments:

Finance Director: The total amount encumbered from prior years and the amount budgeted for 2015/16 is estimated at \$277,000. During budgeting process, the city decided to use \$63,000 for several parking lots and sidewalk projects. Also \$5,000 was encumbered from 2014/15 for the parking lot on South 8th Street. The city earns an estimated \$95,000 annually from the State Local Option Taxes which are restricted for projects of this nature.

City Manager: The "piggyback" on the Volusia County contract is in accordance with our purchasing policy. Two (2) contractors were included in the quotation process – one not being able to deliver the entire project. Staff recommends approval of the "piggyback" on the Volusia County Contract with Halifax Paving



Master Agreement

NO. 710 3824 - 1

TERM: 2015-02-06 to 2018-02-05

15023

Date Issued: 02/12/15

Vendor contact: Name: STEVE BLAIR Phone: 386-676-0200 E-mail:		Ext.:	County contact: Name: JOSEPH BUCKLES Phone: 386-736-5967 E-mail: TBuckles@volusia.org		Ext.:	Bill To: County of Volusia AS REQUIRED BY USING DEPARTMENT VOLUSIA COUNTY, FL 32720
Vendor Name: HALIFAX PAVING INC 860 HULL ROAD ORMOND BEACH, FL 32174			Vendor No. HAP30770000		Ship To: AS REQUIRED BY USING DEPARTMENT VOLUSIA COUNTY, FL 32720	
Solicitation Number: 15-B-05KW Award Date: 2015-02-05 Award Authorization:			Purchasing Analyst: KATHY WILLIAMS Phone: 386-626-6625 E-mail: KWilliams@volusia.org <i>KAW</i>			
			Payment Terms: Net 45 Days, FOB Dest, Freight allowed			
Document Description: Asphaltic Concrete & removal of existing surfaces by milling						

Line Item	Commodity Code	Unit	Description	Unit Price or Contract Amount
1	74514	TON	Asphaltic Concrete, Type S-1	0.00000
2	74514	TON	Asphaltic Concrete, Type S-3	0.00000
3	96154	SQYD	Milling of existing surfaces, per square yard	0.00000
4	96154	DAY	Milling of existing surfaces, per day	0.00000
5	91276	LNFT	Pavement Marking (with purchase of asphaltic concrete)	0.00000
6	91276	EA	Pavement Marking (with purchase of asphaltic concrete)	0.00000
7	74587	SQYD	Asphaltic Base Course	0.00000

A delivery order is required for the release of items / services from the referenced Master Agreement. If a solicitation number is referenced then the terms and conditions of said solicitation become part of the Master Agreement. Deviation from prices stated is not permitted without a signed corrected Change Order.
 If vendor terms and conditions conflict with Count of Volusia Terms and Conditions, the County's Terms and Conditions prevail. See reverse side for terms and conditions.



Master Agreement NO. 710 3824 -1

TERM: 2015-02-06 to 2018-02-05

Date Issued: 02/12/15

Line Item	Commodity Code	Unit	Description	Unit Price or Contract Amount
8	74568	CUYD	Millings from jobsites, per cubic yard	0.00000
9	74568	TON	Millings from jobsites, per ton	0.00000

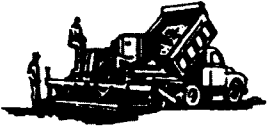
Jeaniene Jennings CPPB
Purchasing & Contracts Director

County of Volusia
Sales Tax Exemption Number
85-8012622393C-9

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A delivery order is required for the release of items / services from the referenced Master Agreement. If a solicitation number is referenced then the terms and conditions of said solicitation become part of the Master Agreement. Deviation from prices stated is not permitted without a signed corrected Change Order.

If vendor terms and conditions conflict with Count of Volusia Terms and Conditions, the County's Terms and Conditions prevail. See reverse side for terms and conditions.



PHONE (386) 676-0200
FAX (386) 676-0803

Halifax Paving, Inc.

P.O. BOX 730549-ORMOND BEACH, FL 32173-0549
860 HULL ROAD, ORMOND BEACH, FL 32174

November 5, 2015

City of Flagler Beach
105 S. Second Street
Flagler Beach, FL 32136

ATTN: Bob Smith

This letter acknowledges agreement to allow the City of Flagler Beach to piggy back on our Annual Tonnage contract with Volusia County.

Agreement # 15-B05KW
Thru date of February 5, 2018

Best Regards,

A handwritten signature in black ink, appearing to read 'T. Durrance', written over a horizontal line.

Thomas A. Durrance
President

TD/rv

HALIFAX QUOTE
 FLAGLER BEACH ROAD PAVING PROJECT - 2015

<u>Section of Road</u>	<u>Width</u>	<u>Length</u>	<u>SQ YD</u>	<u>Tons</u>	<u>BASE</u>	<u>Milling</u>	<u>Pave</u>	<u>\$</u>
1 Forrest Road - Ceadar to Village Drive	24	730	1947	131		\$7,787	\$11,300	\$19,087
2 Oak Lane with Cul de Sac	24	615	1640	111		\$6,560	\$9,520	\$16,080
3 Leslie	24	400	1067	72		\$4,267	\$9,000	\$13,267
4 N. Palmetto Cul de Sac - Widen			163	11	\$8,965		\$1,375	\$10,340
5 Avalon Cul de Sac - Widen			163	11	\$8,965		\$1,375	\$10,340
6 Lantana Cul de Sac - Widen			163	11	\$8,965		\$1,375	\$10,340
7 Lehigh Cul de Sac - Widen			163	11	\$8,965		\$1,375	\$10,340
8 N. 14th - N. Central To N. Flagler	24	315	840	57		\$3,360	\$7,088	\$10,448
9 Windsong Cul de Sac			163	11	\$8,965		\$1,375	\$10,340
10 Ocean Palm	24	3130	8347	563		\$33,387	\$48,452	\$81,839
11 S. 23rd - Central to Daytona	24	375	1000	68		\$4,000	\$8,438	\$12,438
Total								\$204,860

Budget = \$208,000

Cost of Asphalt = \$86/ton OR \$125/TON

Ton of Asphalt = SY * 0.054 * depth in inches

Repare = 1.25 inches

Mill & Overlay = \$10/SY

City of Flagler Beach

Agenda Application

INDIVIDUAL'S NAME: Cathy Heigher-Moore

BUSINESS NAME: American Gold STAR Mothers Inc.
(If Applicable) + Haven Hospice

STREET ADDRESS: 608 E Moody Blvd
(If within City of Flagler Beach) Bunnell

MAILING ADDRESS: 608 E Moody Blvd
(Please provide City & Zip Code) Bunnell FL 32110

PHONE NUMBER: 386-931-8323

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

Proposing "Invisible Wounds Memorial"
Dedicated to veterans who suffer or
have suffered with PTSD/TBI

BACKGROUND INFORMATION REGARDING THE SUBJECT:

Would like to have placed in
Veterans Memorial Park, Flagler
Beach

(OVER)

City of Flagler Beach
Agenda Application Continued

REQUESTED ACTION SOUGHT FROM THE COMMISSION:

would like to present at next meeting November 12, 2015

ATTACHMENTS:

Draft of Memorandum

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.

Cathy Heighway-More
SIGNATURE OF APPLICANT

10/27/15
DATE

**Settle @ cityofflaglerbeach.com*

FLAG

INVISIBLE WOUNDS
MEMORIAL

ETCHING

Dedicated to those brave hearted
men and women who have
honorably served this great
nation and have suffered
and continue to battle the
"INVISIBLE WOUNDS OF PTSD/TBI".

"Let their service and sacrifice
never be forgotten"

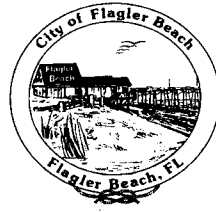
ARMY

MARINES

NAVY

AIR
FORCE

COAST
GUARD



City of Flagler Beach **AGENDA ITEM # 10** **Item Summary and Recommendation**

SUBJECT: A resolution by the City Commission of the City of Flagler Beach, Florida, amending Resolution 2015-24 which adopted the fiscal year 2015/2016 budget, to reflect a budget amendment to roll the appropriated fund balances from fiscal year 2014/2015 into the budget for 2015/2016; providing for conflict, and an effective date.

BACKGROUND: On September 30, 2015 several projects were underway which were originally approved during the 2014/2015 fiscal year. The attached schedule details the projects which need to be encumbered into the new fiscal year.

The increase to Appropriated Fund Balance represents an additional use of reserved fund balance in the current budget.

By fund the increase is:

General	\$232,237.49
Utility	\$864,987.89
Sanitation	\$183,907.00

RECOMMENDATIONS: Approve the attached Resolution

ATTACHMENTS: Resolution 2015-30, Schedule of Year End Encumbrances

SUBMITTED BY: Kathleen Doyle, Finance Director

DATE: 10/30/15

Staff Comments:

City Manager: Projects either not started or not completed must be encumbered from one budget year to the next. This resolution and its approval will allow such.

RESOLUTION 2015-30

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING RESOLUTION 2015-24 WHICH ADOPTED THE FY 2015/16 BUDGET, TO REFLECT A BUDGET AMENDMENT TO ROLL THE APPROPRIATED FUND BALANCES FROM FISCAL YEAR 2014/15 INTO THE BUDGET FOR 2015/16; 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:

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

Increase	001.5111.304600	Repairs & Maintenance	\$ 6,000.00
Increase	001.5123.304600	Repairs & Maintenance	\$ 982.00
Increase	001.5131.304000	Travel & Training	\$ 1,700.00
Increase	001.5192.303100	Professional Service	\$ 2,500.00
Increase	001.5214.464100	Vehicle Repairs and Maintenance	\$ 2,900.00
Increase	001.5392.606300.036	Improvements - City Hall Roof	\$ 7,098.00
Increase	001.5411.606300.042	Improvements - S 8th Street Parking	\$ 5,000.00
Increase	001.5411.304600	Repairs & Maintenance (Paving Funds)	\$ 176,057.49
Increase	001.5392.606400	Capitalized Equipment	\$ 10,000.00
Increase	001.5392.606300	Improvements - Wickline Building	\$ 10,000.00
Increase	001.5392.606300.024	Landscaping Grant Improvements	\$ 40,000.00
Increase	001.3300.334309.024	Landscaping Grant Revenue	\$ (30,000.00)
Increase	001.3800.389101	Encumbered to Fund Balance from Prior Year	\$ 232,237.49
Increase	401.5392.304600	Repairs & Maintenance	\$ 59,997.50
Increase	401.5392.606300.002	Improvements Well #12	\$ 15,197.62
Increase	401.5392.606300.002	Improvements Well #12	\$ 35,600.00
Increase	401.5392.606300.002	Improvements Well #12	\$ 84,580.00
Increase	401.5392.606300.067	Improvements-Marina Bay Lift Station	\$ 92,468.00
Increase	401.5392.606400.056	Equipment-WTP Nano Filters	\$ 55,565.00
Increase	401.5392.6063000.037	Improvements - WWTP North Clarifier	\$ 170,163.77
Increase	401.5392.606400.038	Capitalized Equipment - WWTP VFD's on Aerators	\$ 130,208.00
Increase	401.5392.606400.039	Capitalized Equipment - WWTP Bar/Screen	\$ 221,208.00
Increase	401.3800.389101	Encumbered to Fund Balance from Prior Year	\$ 864,987.89
Increase	403.5392.606402	Equipment-Sanitation Trucks	\$ 183,907.00
Increase	403.3800.389101	Encumbered to Fund Balance from Prior Year	\$ 183,907.00

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 _____, 2015.

ATTEST:

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

Penny Overstreet, City Clerk

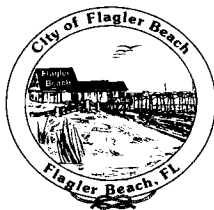
Linda Provencher, Mayor

Scheduled of Year End Encumbrances as of September 30, 2015

PO #	Vendor	GL Account #	Project Description	Original Amount	Amount to Encumber (Balance as of 9/30/15)
15-10017	Textile Values	001.5111.304600	Commission Room Repairs & Maintenance (Shades)	6,000.00	6,000.00
	Commission Room Repairs	001.5123.304600	Commission Room Repairs & Maintenance	4,094.00	982.00
15-9959	BS&A	001.5131.304000	Conversion and Training on Fixed Asset Module	1,700.00	1,700.00
19-9986	Foster & Foster	001.5192.303100	OPEB Evaluation 2014-15	2,500.00	2,500.00
15-10010/ 15-10011	J&J Auto Body / Tri-City Motorcycles	001.5214.464100	Paint FBPD Motorcycles	2,900.00	2,900.00
15-10218	Dacom Builders	001.5392.606300.036	City Hall Roof repairs	7,098.00	7,098.00
	City Staff/South 8th Street Parking Lot	001.5411.606300.042	Funding Source: Restricted Paving Funds	8,763.00	5,000.00
	Restricted Paving	001.5411.304600	Balance of paving funds not spent during 14/15 Budget Year	232,057.40	176,057.49
		001.5392.606400	Cooling Unit - Police Dept	10,000.00	10,000.00
	Wickline Soffit	001.5392.606300	Improvements to the Wickline Building	10,000.00	10,000.00
	Landscaping Grant	001.5392.606300.024	Total Cost of Project	40,000.00	40,000.00
	Landscaping Grant	001.3300.334309.024	75% Grant Revenue	30,000.00	(30,000.00)
General Fund Encumbrances \$				232,237.49	

PO #	Vendor	GL Account #	Project Description	Original Amount	Amount to Encumber (Balance as of 9/30/15)
15-9917	Blue Goose	401.5392.304600	Grif Removal	59,997.50	59,997.50
14-8033	Q L Hampton from 11/12 Budget Year	401.5392.606300.002	Potable Water Well #12	29,820.00	15,197.62
15-9847	Connect Consulting	401.5392.606300.002	Test Drilling for Well #12	35,600.00	35,600.00
			New Well (#12) - Encumber Remaining funds from 12/13 to 13/14		
15-10002	Originally Budgeted 11/12 Environmental Control Systems	401.5392.606300.002		150,000.00	84,580.00
15-10012	Hydraulautics	401.5392.606400.056	Marina Bay Lift Station Nano Filters at the WTP	92,488.00	92,488.00
15-9620/15-10013	QLHampton/McMahann Construction	401.5392.606300.037	Rebuild North Clarifier	184,000.00	170,163.77
15-9620/15-10013	QLHampton/McMahann Construction	401.5392.606400.038	VFD on Aerators	133,000.00	130,208.00
15-9620/15-10013	QLHampton/McMahann Construction	401.5392.606400.039	Bar Screen/ Grif Removal	224,000.00	221,208.00
Utility Fund Encumbrance \$				224,000.00	864,987.89

PO #	Vendor	GL Account #	Project Description	Original Amount	Amount to Encumber (Balance as of 9/30/15)
15-9192	Low bacmroar freigimmer	403.5392.606402	Loadmaster Sanitation truck	183,907.00	183,907.00
Sanitation Fund Encumbrance \$				183,907.00	183,907.00



City of Flagler Beach **AGENDA ITEM # 11**

Item Summary and Recommendation

SUBJECT: A resolution amending resolution 2014-24, which adopted the FY 2014/15 budget, to reflect a budget amendment to provide funds for year-end budget shortfalls; providing for conflict; providing an effective date.

BACKGROUND: Within 60 days of our fiscal year end the city must amend the 2014/15 budget for any shortfalls.

Two departments in the General Fund will need to be amended. The Beach Department had overages in lifeguard wages and the Recreation Department had overages related to the Junior Lifeguard Program. During the year \$1,250 were collected as donations to both the Lifeguard and Junior Lifeguard Programs. The Flagler County Tourist Development Council (TDC) also presented us with proceeds of \$3,252 from the Lifeguard Competitions (USLA) which was held earlier this summer. These funds will be used to offset part of the overage of \$7,363. The remaining \$2,861 will be transferred from the Contingency Fund.

RECOMMENDATIONS: Approve Resolution 2015-31

ATTACHMENTS: Resolution 2015-31, Beach and Recreation Department Expense Reports 9/30/2015.

SUBMITTED BY: Kathleen Doyle **DATE:** 10/31/15

Staff Comments:

City Manager : A good weather spring break and unusually warm summer led to a busy lifeguard season. Additional Jr. Lifeguard participants also required more adult supervision than normal.

All in all - two departments within entire City requiring a budget amendment – a positive tribute again to the fiducially responsible City Staff in first creating a realistic balanced budget and then managing the budget each and every day.

RESOLUTION 2015-31

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING RESOLUTION 2014-24 WHICH ADOPTED THE FY 14/15 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:

SECTION 1. The FY 2014-2015 Approved Budget amended as follows:

Increase	001.3600.38400	Other Funding Sources	\$4,502.00
Increase	001.5800.101301	Jr. Lifeguard Salary	\$3,434.00
Increase	001.5800.305201	Operating Expense-Jr Lifeguard	\$1,068.00

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 _____, 2015.

ATTEST:

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

Penny Overstreet, City Clerk

Linda Provencher, Mayor

EXPENDITURE REPORT FOR FLAGLER BEACH
 PERIOD ENDING 09/30/2015

GL NUMBER	DESCRIPTION	2014-15 ORIGINAL BUDGET	2014-15 AMENDED BUDGET	YTD BALANCE 09/30/2015	PENDING REQUISITIONS	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BGD USED
Fund 001 - GENERAL FUND								
Expenditures								
Dept 5722-BEACH DEPARTMENT								
001.5722.101200	SALARY	21,102.00	21,102.00	21,182.16	0.00	0.00	(80.16)	100.38
001.5722.101300	OTHER SALARIES & WAGES	118,000.00	118,000.00	119,047.00	0.00	0.00	(1,047.00)	100.89
001.5722.101400	OVERTIME	1,000.00	1,000.00	3,713.64	0.00	0.00	(2,713.64)	371.36
001.5722.102100	FICA/MEDICARE	10,717.00	10,717.00	10,563.59	0.00	0.00	153.41	98.57
001.5722.102200	RETIREMENT	1,372.00	1,372.00	1,376.78	0.00	0.00	(4.78)	100.35
001.5722.102300	LIFE & HEALTH INSURANCE	3,612.00	3,612.00	3,465.25	0.00	0.00	146.75	95.94
001.5722.304000	TRAVEL/TRAINING	1,056.00	1,056.00	617.00	0.00	0.00	439.00	58.43
001.5722.304100	TELEPHONE	900.00	900.00	494.16	0.00	0.00	405.84	54.91
001.5722.304600	REPAIRS & MAINTENANCE	1,000.00	1,675.00	1,122.82	0.00	0.00	552.18	67.03
001.5722.304900	OTHER CURRENT CHARGES	1,200.00	630.00	0.00	0.00	0.00	630.00	0.00
001.5722.305200	OPERATING SUPPLIES	1,200.00	1,200.00	0.00	0.00	0.00	0.00	0.00
001.5722.305400	MEMBERSHPS SUBSCRPTS DUES	250.00	270.00	263.95	0.00	0.00	6.05	97.76
001.5722.464105	GASOLINE & DIESEL FUEL	1,000.00	875.00	751.17	0.00	0.00	123.83	85.85
Total Dept 5722-BEACH DEPARTMENT		162,409.00	162,409.00	163,797.52	0.00	0.00	(1,388.52)	100.85
Dept 5800-RECREATION								
001.5800.101200	SALARY	21,104.00	21,104.00	21,174.47	0.00	0.00	(70.47)	100.33
001.5800.101301	JR LIFE GUARD SALARY	10,000.00	10,000.00	13,433.25	0.00	0.00	(3,433.25)	134.33
001.5800.102100	FICA/MEDICARE	2,379.00	2,379.00	2,200.49	0.00	0.00	178.51	92.50
001.5800.102200	RETIREMENT	1,372.00	1,372.00	1,377.04	0.00	0.00	(5.04)	100.37
001.5800.102300	LIFE & HEALTH INSURANCE	3,462.00	3,462.00	3,465.57	0.00	0.00	(3.57)	100.10
001.5800.304500	INSURANCE	750.00	750.00	690.00	0.00	0.00	60.00	92.00
001.5800.304900	OTHER CURRENT CHARGES	880.00	880.00	104.50	0.00	0.00	775.50	11.88
001.5800.305100	OFFICE SUPPLIES	200.00	200.00	0.00	0.00	0.00	200.00	0.00
001.5800.305200	OPERATING SUPPLIES	26,500.00	25,750.00	27,390.46	0.00	0.00	(1,640.46)	106.37
001.5800.305201	JR LIFE GUARD OPERATING EXPENSE	1,000.00	1,000.00	3,135.49	0.00	0.00	(2,135.49)	313.55
001.5800.464100	VEHICLE REPAIRS & MAINTENANCE	0.00	750.00	649.26	0.00	0.00	100.74	86.57
Total Dept 5800-RECREATION		67,647.00	67,647.00	73,620.53	0.00	0.00	(5,973.53)	108.83
TOTAL Expenditures		230,056.00	230,056.00	237,418.05	0.00	0.00	(7,362.05)	103.20
Fund 001 - GENERAL FUND:								
TOTAL EXPENDITURES		230,056.00	230,056.00	237,418.05	0.00	0.00	(7,362.05)	103.20
TOTAL EXPENDITURES - ALL FUNDS		230,056.00	230,056.00	237,418.05	0.00	0.00	(7,362.05)	103.20



City of Flagler Beach **AGENDA ITEM # 12** Item Summary and Recommendation

SUBJECT: Consider utilizing Lobbyist at the State Government level opposed to Federal level and provide appropriate direction to staff.

BACKGROUND: Many changes have taken place at the Federal Government level when it comes to cities attempting to secure financial support necessary to complete strategic capital improvement projects. The absence of Congressional earmarks and direct agency appropriations coupled with the event of budget sequestrations and the endless temporary spending bills, have all in combination made it very difficult, if not impossible for smaller cities to secure direct Federal funding.

In fact, with the aforementioned changes at the Federal Government level it appears that more and more direct State Agency funding is taking place. In fact, our own Federal Lobbyist Warwick Group Consultants, in a letter dated October 5, 2015 recommends and I quote, "I think the Cities money would be better spent in seeking funding for some its priorities from the State." This being only part of a letter stating that Warwick chooses not to renew their lobbying contract with the City post December 31, 2015 – for the reasons stated. (See attached letters.)

As a result, during the October 8, 2015 Commission Meeting under Staff Reports, the Warwick letter was discussed. Commission directed the City Manager to begin to pursue the possibility of utilizing a State level lobbyist.

RECOMMENDATIONS: Agenda item is for information sharing of which cities in our Central Florida region utilize State Lobbyist, Federal Lobbyist or both? (See below matrix.)

Based on information and discussion provide Staff with appropriate direction toward next steps.

ATTACHMENTS: Letter from and response to Warwick Group Consulting, Agreements with State Lobbyists from the cities of Maitland, Ormond Beach, Palm Coast, St. Augustine, Daytona Beach and New Smyrna Beach.

SUBMITTED BY: Bruce Campbell, City Manager.

State Lobbyist Consideration City/County Governments Contacted and Surveyed

City	Contact Information	State Lobbyist/Firm Cost	Federal Lobbyist/Firm Cost	Derived Benefits
City of Bunnell	Sandi Bolser City Clerk	No		N/A
Flagler County	Craig Coffey, County Administrator	Firm Name: Lester Abberger, Florida Lobby Associates, Inc. Cost: \$50,000 annually		Legislative Bill influence and updates
City of Maitland	Maria Waldrop City Clerk	Louis Rotundo dba Rotundo & Associates Cost: \$54,500 +\$3,750 travel expense		Legislative bill influence and updates
City of Mount Dora	Gwen Koegh-Johns City Clerk	No response as of 10/28/15		

City of Ormond beach	Scott McKee City Clerk	Buchanan, Ingersoll & Rooney, PC Cost: \$32,000 annually		South Peninsula Ruse & Water Main replacement, Legislative bill influence and updates
City of Palm Coast	Jim Landon City Manager	Buchanan, Ingersoll & Rooney, PC Cost: \$45,000 annually		Legislative bill influence and updates
Town of Ponce Inlet	Kim Cherbano City Clerk	No		N/A
City of St. Augustine	John Regan City Manager	Anfield Consulting Cost: \$48,000		Legislative bill influence and updates
City of St. Augustine Beach	Beverly Raddatz, City Clerk	No		N/A
City of Daytona Beach	Jim Chisholm City Manager	State Level: Ramba Consulting Group, LLC Cost: \$ 90,000	Federal Level: Alcalde & Fay, LTD. Cost:\$50,000	State: Appropriations and grant issues Federal: Funding for flood & drain mitigation, public safety, economic development, funding for Safe Harbor program, redevelopment
New Smyrna Beach	City Attorney	On their next agenda for consideration to contract with Gray Robinson Cost : See attached		Seeking appropriation for Islesboro Project
City of Deland	No response received at time of agenda packet distribution			
City of Debary	No response received at time of agenda packet distribution			
Daytona Beach Shores	No response received at time of agenda packet distribution			

Warwick Group CONSULTANTS



Water Resources Policy, Public Finance & Advocacy

October 5, 2015

Mr. Bruce Campbell
City Manager
City of Flagler Beach, Florida

Dear Bruce:

I am writing to inform the City that Warwick Group Consultants will not be seeking a renewal of our contract with the City for the reasons I site below. First, however, I want you to know that I and all of us at Warwick Group Consultants have been honored to have been entrusted with the responsibility of assisting the City of Flagler Beach advance its interests before Congress and the agencies of the Executive Branch of the federal government. Our relationship with you and the members of the Commission have been especially gratifying.

I will use a separate memorandum later this year to recount our accomplishments for the City. As a firm whose clients are entirely local governments, we know that getting the people of Flagler Beach a solid return on their investment is a priority, and I know the facts will demonstrate that we have met that standard. We are especially pleased that we have been able to work with the City and the Corps to get the federal beach project authorized for construction. We concur with the City that this project will provide resilience to protect the people and infrastructure of a community that depends so much on the existence of the beach. Given the fact that the County is the official non-federal sponsor, our role in providing assistance in some of the next steps would understandably be very limited.

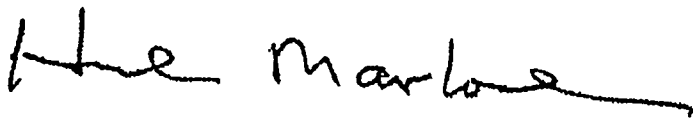
We are delighted that our efforts over the past few years to get the pier repaired using FEMA dollars as well as securing federal funding for other city priorities have been successful. Unfortunately, when Congress gave up its power to earmark federal funding to local governments, smaller cities such as Flagler have suffered. The federal grant making process has no set-asides for smaller, non-rural communities. Those in the federal agencies making grant award decisions do not have the same ability that your Representative and Senators have to assess the needs of various communities. While

we invested a significant amount of personnel in developing a system for seeking federal grant opportunities, my assessment is that smaller local governments' needs for federal funds are being given short shrift in the absence of federal earmarks. I see no likelihood that this will change.

→ While there may be other firms who will claim they have the secret elixir to turn this sow's ear into a silk purse, I think the City's money would be better spent in seeking funding for some of its priorities from the State. For example, the State has a grant program for storm water and similar infrastructure that is essentially earmarked by the legislature. As you know, we uncovered this opportunity this past legislative session and made contacts in an effort to support the City's desire for funding. The timing of the changes in the composition of your delegation in Tallahassee weakened that effort in 2015, but it is a good opportunity to be tried along with others in the next Florida legislative session. There are other programs funded by the federal government which are allocated amongst the states for them to award to specific projects. On a cost-benefit ratio, it may well be that these offer better opportunities for the City.

We will be working with the City through the end of this year, continuing our efforts on the priorities you have already identified. Please let me know if you have any questions.

Sincerely,



Howard Marlowe
President



City of Flagler Beach

P.O. Box 70 • 105 South 2nd Street
Flagler Beach, Florida 32136

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

October 21, 2015

Mr. Howard Marlow, President
Warwick Group Consultants
1717 K Street, NW Suite 900
Washington D.C., 20006

Dear Mr. Marlowe:

Howard

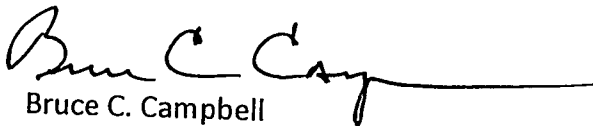
I am writing to acknowledge receipt of your October 5, 2015 letter informing us that you will not be renewing your contract this next calendar year. This news was shared with our City Commission at its meeting on October 8, and all were equally disappointed over the regrettable turn of events that has prompted your decision.

Changes at the federal level, such as congress' inability to adopt a budget, temporary spending bills, and sequestration, have all combined to create a climate that makes it difficult for smaller, rural areas to secure grants. Your advice to seek funds at the state level going forward is well-founded.

On behalf of the City of Flagler Beach, allow me to extend our sincere appreciation to you and the staff at Warwick Group Consultants for all you have accomplished during our 13-year association. Under your leadership, the City's Cost / Benefit ratio was always in the high double digits, allowing us to secure federal funds for multiple capital improvement projects. Evidence of this is apparent to anyone who strolls along our extended beach boardwalk, fishes from our hardened pier, admires our improved downtown streetscape, or benefits from a stormwater project.

A "break-up" is never easy, especially for such a productive partnership as ours has been. Nevertheless, we reluctantly accept your decision to discontinue our contract after December 31, 2015. Again, a heartfelt thank you for all you helped us accomplish.

Sincerely,



Bruce C. Campbell
City Manager

cc: Elected Officials

Maitland

CONTINUING SERVICE AGREEMENT
FOR PROFESSIONAL LOBBYING SERVICES

THIS AGREEMENT, made and entered into this 12th day of April, 2010, by and between LOUIS C. ROTUNDO dba ROTUNDO & ASSOCIATES, an independent contractor under the terms of this contract, 302 Pinestraw Circle, Altamonte Springs, FL 32714 (ROTUNDO) and the CITY OF MAITLAND, FLORIDA (CITY), identified herein, provides for the professional services described under item 2 of this Agreement.

CLIENT: City of Maitland
ADDRESS: 1776 Independence Lane
Maitland, Florida 32751
CONTACT PERSON: James S Williams, City Manager
TELEPHONE NO.: (407) 539-6217

1. DESCRIPTION OF PROJECT: Professional consulting and lobbying services for the City of Maitland, Florida.
2. DESCRIPTION OF PROFESSIONAL SERVICES TO BE PROVIDED BY LOUIS C. ROTUNDO: The CITY does hereby retain ROTUNDO to furnish professional services and perform those tasks generally described as, but not limited to, legislative services related to financial matters, growth management, planning and other legislative subject matters, and as further described in the Scope of Services section of the REQUEST FOR PROPOSALS # 151-2009-03 LEGISLATIVE CONSULTING SERVICES; Rotundo's proposal in response to # 151-2009-03; issues outlined in memo from James Williams to Mayor and Council of March 5, 1010; and memo from Rotundo to Jim Williams of March 15, 2010, all of which are attached hereto and by reference incorporated herein.
3. TERM: This Agreement shall take effect on May 1, 2010, and shall run for a period of thirty six (36) months, expiring on April 30, 2013, subject to annual appropriation by City Council or termination as established in section 7.
4. COMPENSATION TO BE PAID LOUIS C. ROTUNDO: The CITY agrees to compensate ROTUNDO for the professional services called for under this Agreement at the rate of \$3,500 per month, with an increase to \$3,708 monthly effective May 2011, and an increase to \$3,917 monthly effective May 2012. Expenses within the local area shall be the responsibility of ROTUNDO; expenses out of the local area (i.e., central Florida region, within one hundred miles of the City) at the request of the CITY shall be borne by the CITY as part of an expense allowance, with only a pro rata portion of the expense being charged to the CITY if ROTUNDO is traveling for more than one purpose or client. Expenses are limited to no more than \$2,500.00 in year 1, \$2,750 in year 2 and \$3,000 in year 3.

5. **INSURANCE:** ROTUNDO shall maintain throughout the life of the contract all insurances as outlined in RFP 151-2009-03. ROTUNDO will provide insurance certificates to the CITY.
6. **ASSIGNMENT:** This Agreement is binding upon and will inure to the benefit of the CITY and ROTUNDO and respective successors and assigns. Except as provided herein, neither party may assign its rights or obligations hereunder without the prior written consent of the other party.
7. **SUSPENSION, TERMINATION, CANCELLATION OR ABANDONMENT:** In the event the project described in Attachment A, Scope of Services, or the services of ROTUNDO called for under this Agreement, is/are suspended, canceled, terminated or abandoned without cause by the CITY, ROTUNDO shall be given thirty (30) days prior written notice of such action and shall be compensated for the professional services provided up to the date of suspension, termination, cancellation or abandonment in accordance with the provisions of the Agreement, including reimbursable expenses.
8. **CONFLICT OF INTEREST:** ROTUNDO agrees to not engage in any service or project which directly conflicts with any of the interests of the CLIENT. In the event there is such conflict, the CITY may terminate the Agreement immediately.
9. **REUSE AND OWNERSHIP OF DOCUMENTS:** All data, inputs, analytical reports, contract documents and other work products that result from the professional lobbying services as part of this Agreement shall become the property of the CITY and shall be delivered to the CITY as requested. The CITY may use all data and products for purposes deemed appropriate by CITY for the business of the CITY.
10. **CONFIDENTIALITY CLAUSE:** To the extent that it is not in conflict with Chapter 119, F.S., ROTUNDO shall not release any data or information developed as part of this Agreement except to designated representatives of the CITY, until the final product is accepted and approved by the CITY.
11. **VALIDITY:** If any provision of this Agreement is invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect and the provision declared invalid or unenforceable shall continue as to the circumstances.
12. **AMENDMENTS:** This Agreement may not be amended except by written amendment signed by both parties.
13. **DISPUTE RESOLUTION:** In the unlikely event of any dispute, difference, claim or counterclaim between ROTUNDO and the CITY arising out of or in connection with this Agreement, which cannot be amicably resolved by the parties through good faith negotiations, any such matter, prior to litigation, shall be submitted to mediation by a mediator, certified by the Supreme Court of the State of Florida, that is mutually agreeable to both parties. If such mediation is unsuccessful, the parties agree that venue shall lie in Orange County, Florida for any subsequent litigation. Any attorney's fees incurred as a result of litigation of this Agreement shall be awarded to the prevailing party.
14. **ENTIRETY OF AGREEMENT:** This writing embodies the entire Agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not

merged herein and superseded hereby. No alteration, change or modification of the terms of this Agreement shall be valid unless made in writing signed by both parties hereto.

15. GOVERNANCE: This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida.

16. NOTICES: Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for the giving of notice, to wit:

For the CITY:

City Manager

1776 Independence Lane

Maitland, Florida 32751

For ROTUNDO:


Louis Rotundo

302 Pinestraw Circle

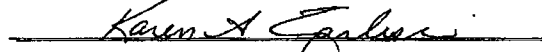
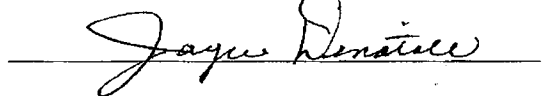
Altamonte Springs, Florida 32714

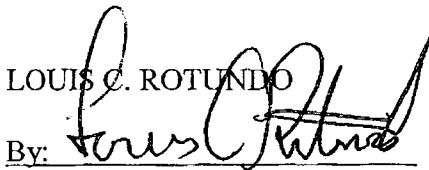
IN WITNESS WHEREOF, this Agreement is accepted on the date written above and subject to the terms and conditions set forth above.

CITY OF MAITLAND


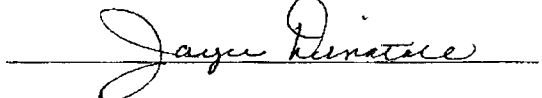
By: 
James S. Williams, City Manager

WITNESSES:

LOUIS C. ROTUNDO
By: 
Louis Rotundo, Principal

WITNESSES:



City Manager

James S. Williams, P.E.
407 539-6222
Fax 407 539-6283

**Assistant
City Manager**

Sharon M. Anselmo, CPA
407 539-6221
Fax 407 539-6283

City Clerk

Maria Waldrop, MMC
407 539-6219
Fax 407 539-6283

**Community
Development
Director**

Richard W. Wells, AICP
407 539-6212
Fax 407 539-6275

CRA Director

Verl Emrick
407 539-1255
Fax 407 539-6283

Fire Chief

Kimberly Neisler
407 539-6229
Fax 407 599-0858

**Parks And Recreation
Leisure Services
Director**

Chuck Jordan
407 539-6264
Fax 407 539-6283

Police Chief

Douglas M. Ball
407 539-6242
Fax 407 539-2712

**Public Works
Director**

Rick Lemke, P.E., P.T.O.E.
407 539-6252
Fax 407 660-1677

February 26, 2013

Mr. Louis C. Rotundo
D/B/A Rotundo & Associates
302 Pinestraw Circle
Altamonte Springs, FL 32714

Re: Agreement for Professional Services Between the City of
Maitland and Louis C. Rotundo d/b/a Rotundo & Associates
dated 04/12/2010.


Dear Mr. Rotundo,

On Monday, February 25, 2013, City Council authorized me to extend
the April 12, 2010 contract with the following amendments:

- 1.) Section 3 Term: The term will be from May 1, 2013 until September
30, 2016 and remains subject to annual appropriation by City
Council and termination under Section 7.
- 2.) Section 4 Compensation: Compensation for professional services
will remain at \$3,917 until 9/30/13. On 10/1/13 compensation will
increase to \$4,125 per month, on 10/1/14 compensation will
increase to \$4,333 per month, and on 10/1/15 will increase to
\$4,542 per month. Expenses are limited to \$3,000 for the current
fiscal year ending 9/30/13. The expense budget will increase to
\$3,250 beginning 10/1/13, \$3,500 beginning 10/1/14 and \$3,750 for
beginning 10/1/15.

I look forward to working with you and please do not hesitate to contact
me if you have any questions regarding the agreement extension.

Sincerely,


James S. Williams
City Manager

C: Sharon M. Anselmo, Assistant City Manager
Richard W. Wells, Community Development Director

Louis Rotundo - Contract
Approved by Council - 02/25/2013

From	End	Services		Travel Expenses	
5/1/2013	9/30/2013	\$ 47,000	\$ 3,917	\$ 3,000	\$ 250
10/1/2013	9/30/2014	\$ 49,500	\$ 4,125	\$ 3,250	\$ 271
10/1/2014	9/30/2015	\$ 52,000	\$ 4,333	\$ 3,500	\$ 292
10/1/2015	9/30/2016	\$ 54,500	\$ 4,542	\$ 3,750	\$ 313

Ormond Beach

Buchanan Ingersoll & Rooney PC

Douglas S. Bell, Esq.
Government Relations Professional
101 North Monroe Street, Suite 1090
Tallahassee, Florida 32301
T 850 681 4270
F 850 681 6036
douglas.bell@bipc.com
www.bipc.com

July 7, 2015

Joyce A. Shanahan
City Manager
City of Ormond Beach
P.O. Box 277
Ormond Beach, FL 32175-0277

Dear Ms. Shanahan:

At your request I am submitting this letter outlining my activities during the year encompassing the 2015 Legislative Session.

I was honored to represent the City of Ormond Beach before the 2015 Florida Legislature. Buchanan Ingersoll & Rooney (BIR) provided comprehensive lobbying services for the City which primarily consisted of:

- Meeting with City staff to discuss issues for concern and possible legislation to assist the City;
- Working with City staff to review and assess proposed infrastructure projects to determine the best fit for line item appropriation requests;
- Attending legislative delegation meeting;
- Reviewing each filed bill and amendment;
- Attending all relevant committee meetings;
- Lobbying on bills of interest; and
- Providing the City with consistent updates and detailed reports regarding the status of bills and amendments and regarding our actions on your behalf.

As indicated in our End of Session Report, the issues to which we devoted most of our attention were the water project funding requests (South Peninsula Reuse and Water Main replacement), the local government pension bills (HB 341 & SB 172), the public records request bills (SB 224 & HB 163), utility relocation cost bills (HB 391 & SB 896). On all of these issues we coordinated our efforts with the Florida League of Cities, met with the various stakeholders, met with members of the Volusia Delegation, met with Bill Sponsors, met with the chairmen and other key members of the relevant committees, and met with certain members of leadership as appropriate. We also secured meetings for and with Commissioner Partington to discuss the local government pension issue and the public records request issue with a key House chairman and other legislators. Additionally, we closely monitored the CRA bill (SB

Joyce A. Shanahan
July 7, 2015
Page 2 of 2

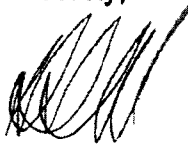
752) and coordinated with the Florida League of Cities as well as the Florida Redevelopment Association on this bill.

In addition to our legislative work, I have spoken with the Secretary of the Department of Transportation on numerous occasions regarding the crosswalk at Andy Romano Park, and I've had similar discussions with Representative Costello. Now that Session is over, I will resume these conversations in an effort to secure signalization or a study regarding the need for signalization.

As you will recall, after entering into last year's state government relations services agreement I moved to a new firm – Buchanan Ingersoll & Rooney ("BIR"). BIR uses a different format for their government relations contracts, so regarding our representation of the City to render state government relations services beginning on October 1, 2015 and ending on September 30, 2016 please consider the attached agreement. If you have any questions or concerns with this agreement, please let me know so that we can make any necessary changes.

Also, the 2016 Session begins on January 12 this year, so Committee Weeks have also been pushed forward. While this is covered under our current contract, the first Committee Week for the 2016 Session is September 16 – 18, so we should get started as soon as possible.

Sincerely,

A handwritten signature in black ink, appearing to read "Douglas S. Bell", with a stylized, cursive flourish.

Douglas S. Bell

DSB:ml
Enclosure

Buchanan Ingersoll & Rooney PC

Douglas S. Bell, Esq.
Government Relations Professional
101 North Monroe Street, Suite 1090
Tallahassee, Florida 32301
T 850 681 4270
F 850 681 6036
douglas.bell@bipc.com
www.bipc.com

July 7, 2015

Ms. Joyce Shanahan
City Manager
City of Ormond Beach
P.O. Box 277
Ormond Beach, FL 32175-0277

Dear Ms. Shanahan:

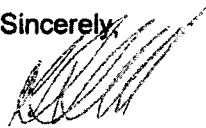
Buchanan Ingersoll & Rooney PC (BIR) looks forward working with The City of Ormond Beach (City) for the upcoming 2016 Legislative Session. BIR will render state government relations services to the City beginning on October 1, 2015, and ending on September 30, 2016. Such services shall include bill and amendment analysis, strategy development, lobbying, political advice, and other related services.

The services rendered pursuant to this engagement are consulting services only and are not legal services. The City understands that this engagement does not establish an attorney-client relationship between the City and BIR and that the confidentiality protections and conflict of interest restrictions of the Lawyer's Rules of Professional Conduct and the attorney-client privilege do not apply.

However, BIR will treat as confidential the City's proprietary, sensitive and confidential information that may be disclosed to BIR in connection with this engagement, and BIR will not disclose any such information to third parties without the consent of the City.

In compensation for the services to be rendered to the City by BIR pursuant to this engagement, the City shall pay BIR a fee of \$32,000. This shall be paid in monthly or quarterly installments. The City is not obligated to pay BIR for expenses in connection with this engagement. The City agrees that, as required by Florida law, BIR will register and file quarterly reports of compensation billed by BIR for lobbying activities on behalf of the City.

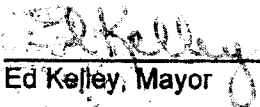
Sincerely,




Douglas S. Bell

CITY OF ORMOND BEACH

BUCHANAN INGERSOLL & ROONEY PC



Ed Kelley, Mayor

Douglas Bell, Government Relations
Professional

Joyce Shanahan, City Manager



CITY OF ORMOND BEACH

City Manager • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3200 • Fax (386) 676-3384

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Kelley and City Commissioners
Through: Joyce A. Shanahan, City Manager
From: Joe Mannarino, Economic Development Director
Date: August 18, 2015
Subject: Buchanan Ingersoll & Rooney; Legislative Services Agreement
Commission Goal: Economic Development - Strategic Econ Dev Plan

Introduction

This is a request for the City Commission to consider renewing the City's engagement letter with Buchanan Ingersoll & Rooney.

Background

Since 2001, the City Commission has retained legal services to improve its legislative effectiveness. Last year Attorney Doug Bell of Buchanan Ingersoll & Rooney (BIR) was hired to perform legislative representation under the terms of this engagement letter that expires in September, and it is necessary for staff to renew this agreement as the first step in creating a legislative program for FY 2016.

Discussion

During the 2015 Legislative Session Pennington monitored the vast number of Senate and House sponsored bills that were filed during the State Legislative session. BIR provided City representation that included the following activities:

- Worked closely with the City staff to discuss legislative priorities and issues;
- Worked with the City staff and legislative delegation to review and access proposed infrastructure projects to determine appropriate funding strategies;
- Facilitated meetings for Commissioners to discuss issues of interest with Legislators;
- Provided City with consistent updates and detailed reports regarding the status of bills and amendments impacting the City;
- Advised the City regarding the various bills of interest, and met with representatives of Florida League Of Cities, Volusia Delegation, various stakeholders, and chairmen and other key legislator committee members regarding bills of interest including:

- South Peninsula Reuse and water main replacement project,
- Local government pension bills (HB341 & SB 172),
- Utility relocation cost bills (HB 391 & SB 896),
- FDOT funding of A1A crosswalk to Andy Romano Beachfront Park.

During the next year BIR will facilitate on behalf of the City legislative initiatives involving lobbying state officials for infrastructure funding opportunities, continue working with the Florida League of Cities regarding the pension reform measures, and acting on behalf of the City to defeat legislation that may have negative impacts to its residents.

Budget Impact

The fee for services, including all expenses, will continue at last year's amount of \$32,000. Funding for the program has been included in the FY 2015-16 Proposed Budget of the City Commission.

Recommendation

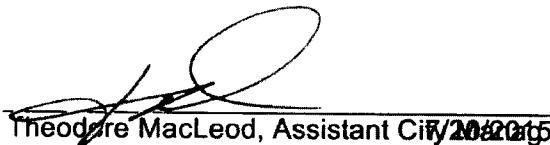
It is recommended that the City Commission review and accept the attached engagement letter for the Buchanan Ingersoll & Rooney firm for renewal, effective October 1, 2015.

Attachments:

- 15-165 Lobbying Services w-Buchanan Ingersoll _P15-0112G_ (PDF)
- BIR-Doug Bell Engagement letter - City of Ormond Beach - 2016 Legislative Representati (PDF)

REVIEWED BY:


 Kelly McGuire, Finance Director 7/14/2015


 Theodore MacLeod, Assistant City 7/20/2015



CITY OF ORMOND BEACH

22 South Beach Street • Ormond Beach, FL 32174 • (386) 677-0311 • Fax (386) 676-3330

August 20, 2015

Mr. Douglas S. Bell, Esquire
Buchanan Ingersoll & Rooney, PC
101 North Monroe Street, Suite 1090
Tallahassee, FL 32301

RE: City of Ormond Beach Resolution No. 2014-165
2016 Legislative Representation

Dear Mr. Bell:

At the meeting on August 18, 2015, the City Commission approved Resolution No. 2015-165 authorizing the execution of an Engagement Letter between the City and Buchanan Ingersoll & Rooney regarding Legislative Lobbying Services for the 2016 Florida Legislative Session. A copy of said resolution and the executed engagement letter are enclosed.

If you have any questions, please contact Mr. Joe Mannarino, Economic Development Director, at 386-676-3266.

Best regards,

A handwritten signature in black ink that reads "J. Scott McKee". The signature is written in a cursive style.

J. Scott McKee
City Clerk

Enclosure

cc: Joe Mannarino, Economic Development Director

Palm Coast

Assignment

This Assignment is made effective March 1, 2015 ("Effective Date"), by and between Pennington, P.A., with offices at 215 South Monroe Street, 2nd Floor, Tallahassee, FL, (hereinafter referred to as "Pennington"), Buchanan, Ingersoll & Rooney, PC, with offices at 101 North Monroe Street, Suite 1090, Tallahassee, FL, (hereinafter referred to as "BIR"), and the City of Palm Coast, 160 Cypress Point Parkway, Suite B-106, Palm Coast, FL (hereinafter referred to as "CITY").

WHEREAS, CITY and Pennington entered into that certain Contract with Pennington P.A. For State Lobbyist Services executed October 14, 2014 under which Pennington agreed to provide government relations services for CITY (hereinafter referred to as "Contract");

WHEREAS, Douglas S. Bell is the primary lobbyist with Pennington working on CITY's behalf;

WHEREAS, Douglas S. Bell is changing his employment from Pennington to BIR as of March 1, 2015;

WHEREAS, CITY would like Douglas S. Bell to continue to serve as their primary lobbyist after changing employment to BIR;

NOW THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

Pennington does, by execution hereof, transfer and assign to BIR all of Pennington's rights and obligations under the Contract.

BIR does hereby accept the assignment and does hereby agree to be bound by the obligations of Pennington contained therein.

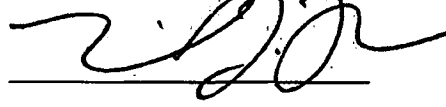
CITY does hereby acknowledge and consent to the assignment of the Contract as specified above.

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed:

CITY OF PALM COAST

PENNINGTON, P.A.

By:  (signature)
(signature)

By: 

Name: Jim Landon (print)

Name: Michael J. Thomas (print)

Title: City Manager

Title: President / CEO

Date: 2/27/2015

Date: 3/27/15

~~BE~~ / 2/27/15 *Beau Falgout, City Administration Coordinator*

BUCHANAN, INGERSOLL & ROONEY, PC

By:  (signature)

Name: Douglas S. Bell (print)

Title: Shareholder

Date: 3/27/15

**CITY OF PALM COAST
CONTRACT WITH PENNINGTON P.A.
FOR STATE LOBBYIST SERVICES (RFP-ADM-CM-14-01)**

THIS CONTRACT made and entered into the 13th day of October, 2014 by and between the:

**City of Palm Coast, Florida
160 Cypress Point Parkway, Suite B-106
Palm Coast, Florida 32164**

a municipal corporation of the State of Florida, holding tax exempt status, hereinafter referred to as the "CITY," and:

**Pennington P.A.
P.O. Box 10095
Tallahassee, Florida 32302-2095**

a corporation, authorized to do business in the State of Florida, hereinafter referred to as the "Contractor".

The CITY and the Contractor are collectively referred to herein as the "parties".

WITNESSETH:

WHEREAS, the CITY desires to retain the Contractor for the work identified in the Request for Proposal and description of services outlined in Exhibit A; and

WHEREAS, the CITY desires to employ the Contractor for the performance to support the activities, programs, and projects of the CITY upon the terms and conditions hereinafter set forth, and the Contractor is desirous of performing and providing such services upon said terms and conditions; and

WHEREAS, the Contractor hereby warrants and represents to the CITY that it is competent and otherwise able to provide professional and high quality services to the CITY; and

WHEREAS, all submissions submitted by the Contractor in the Qualifications/RFP submitted to the CITY are hereby incorporated to the extent not inconsistent with the terms and conditions as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between the parties hereto as follows:

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SECTION 1: DEFINITIONS.

Ad valorem - In proportion to the estimated value of the goods taxed.

Contract – This document and all subsequent Work Orders between the CITY and CONTRACTOR. Each Exhibit, as identified below, even if not physically attached, shall be treated as if they were part of this Contract.

Billing Period – The period of time between project commencement to the close of the current period, (inclusive); or from the close of the previous billing period, (exclusive), to the close of the current period, usually concurrent with the month. In no case shall this period be less than one calendar month except for the final Billing Period.

Bona Fide - Made or carried out in good faith; sincere.

City – The City of Palm Coast, a municipal corporation of the State of Florida holding tax exempt status.

Contractor - To include all principals of the CONTRACTOR including, but not limited to, full and part time employees, professional or otherwise, and all other agents employed by or for CONTRACTOR to perform its obligations hereunder.

Description of Services - Shall be written in paragraph form reasonably describing those services the CITY can expect the CONTRACTOR to provide. The description shall be written in such a manner that the type of service is clearly provided, but broad enough that all services reasonably expected of the CONTRACTOR, including services provided by partners, subcontractors, and other supporting professionals, can be provided to the CITY.

Designated Representative – A person who administers, reviews, and coordinates the provision of services. This definition applies equally to the CITY and to the CONTRACTOR.

Force Majeure - Force Majeure shall include, but not be limited to, hostility, revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation, or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Contract is beyond the control and without the fault or negligence of the party seeking relief under this Contract.

Law - Said phrase shall include statutes, codes, rules, and regulations of whatsoever type or nature enacted or adopted by a governmental entity of competent jurisdiction.

Pari Materia – of the same matter; on the same subject. Laws pari materia must be construed with reference to each other/together when related to the same matter or subject. The provisions of a Contract are to be construed together with no isolated construction of a particular provision such that it would defeat the overall intent of the Contract.

Submittals – Any item required by this Contract that the CONTRACTOR must provide the CITY either for inclusion as part of this Contract or not.

Type of Service – Provide State Lobbyist Services.

Work Order - A detailed description of quantities, services, and a completion schedule provided issued by the CITY on it's approved form which, on occasion, may contain documents published on CONTRACTOR letterhead describing all work associated with the service to be provided by the CONTRACTOR to the CITY for an agreed price referencing this Contract by title and date.

SECTION 2: CAPTIONS.

The Section headings and captions of this Contract are for convenience and reference only and in no way define, limit, describe the scope or intent of this Contract or any part thereof, or in any way affect this Contract or construe any provision of this Contract.

SECTION 3: EXTENT OF CONTRACT/INTEGRATION/AMENDMENT.

(a) This Contract, together with the Exhibits, constitutes the entire integrated Contract between the CITY and the CONTRACTOR and supersedes all prior written or oral understandings in connection therewith. This Contract, and all the terms and provisions contained herein, including without limitation the Exhibits attached, constitute the full and complete Contract between the parties hereto to the date hereof, and supersedes and controls over any and all prior agreements, understandings, representations, correspondence, and statements, whether written or oral.

(b) This Contract may only be amended, supplemented, or modified by a formal written amendment.

(c) Any alterations, amendments, deletions, or waivers of the provisions of this Contract shall be valid only when expressed in writing and duly signed by the parties.

(d) The Exhibits made part of this Contract are as follows:

- Exhibit A - Description of Services
- Exhibit B - Certificate of Liability Insurance
- Exhibit C - Draft City Work Order Form
- Exhibit D - ADA Form
- Exhibit E - Price Schedule
- Exhibit F - Business Tax Receipt – (City of Palm Coast)

SECTION 4: NO GENERAL CITY OBLIGATION.

(a) In no event shall any obligation of the CITY under this Contract be or constitute a general obligation or indebtedness of the CITY, a pledge of the ad valorem taxing power of the CITY or a general obligation or indebtedness of the CITY within the meaning of the Constitution of the State of Florida or any other applicable laws, but shall be payable solely from legally available revenues and funds.

(b) The CONTRACTOR shall not have the right to compel the exercise of the ad valorem taxing power of the CITY.

SECTION 5: CONTRACTOR UNDERSTANDING OF SERVICES REQUIRED.

(a) Execution of this Contract by the CONTRACTOR is a representation that the CONTRACTOR is familiar with local conditions and with the services to be performed. The CONTRACTOR shall make no claim for additional time or money based upon its failure to comply with this Contract. The CONTRACTOR has informed the CITY, and hereby represents to the CITY, that it has extensive experience in performing and providing the services and/or goods described in this Contract and to be identified in the Work Orders, and that it is well acquainted with the components that are properly and customarily included within such projects and the requirements of laws, ordinances, rules, regulations, or orders of any public authority or licensing entity having jurisdiction over CITY Projects. Execution of a Work Order shall be an affirmative and irrefutable representation by the CONTRACTOR to the CITY that the CONTRACTOR is fully familiar with any and all requisite work conditions of the provisions of the services.

(b) The recitals herein are true and correct and form and constitute a material part of this Contract upon which the parties have relied.

(c) It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting the CONTRACTOR (including, but not limited to, its officers, employees, and agents) the agent, representative, or employee of the CITY for any purpose, or in any manner, whatsoever. The CONTRACTOR is to be and shall remain forever an independent CONTRACTOR with respect to all services performed under this Contract.

(d) Persons employed by the CONTRACTOR in the provision and performance of the services and functions pursuant to this Contract shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the CITY'S officers and employees either by operation of law or by the CITY.

SECTION 6: GENERAL PROVISIONS.

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

(b) This Contract is for State lobbyist services needed for the CITY'S operations as set forth herein and as otherwise directed by the CITY to include all labor and materials that may be required.

(c) The CONTRACTOR acknowledges that the CITY may retain other Contractors to provide the same types of services for CITY projects. The CITY reserves the right to select which Contractor shall provide services for CITY projects.

(d) The CONTRACTOR acknowledges that the CITY has retained other Contractors and the coordination between said Contractors and the CONTRACTOR may be necessary from time to time for the successful completion of each Work Order. The CONTRACTOR agrees to provide such coordination as necessary within the Scope of Services as contained in Section 12; Description of Services.

(e) The CONTRACTOR agrees to provide and ensure coordination between goods / services providers.

(f) Time is of the essence of the lawful performance of the duties and obligations contained in this Contract to include, but not be limited to, each Work Order. The parties covenant and agree that they shall diligently and expeditiously pursue their respective obligations set forth in this Contract and each Work Order.

(g) CONTRACTOR shall maintain an adequate and competent staff or professionally qualified persons throughout the performance of this Contract to ensure acceptable and timely completion of each Work Order.

(h) Requirements for signing and sealing plans, reports, and documents prepared by the CONTRACTOR shall be governed by the laws and regulations of Flagler County and State Regulatory agencies.

(i) The CONTRACTOR hereby guarantees the CITY that all material, supplies, services, and equipment as listed on a Purchase Order meet the requirements, specifications, and standards as provided for under the Federal Occupations Safety and Health Act of 1970, from time to time amended and in force on the date hereof.

(j) No claim for services furnished by the CONTRACTOR not specifically provided for herein shall be honored by the CITY.

SECTION 7: CODES AND DESIGN STANDARDS.

(a) All the services to be provided or performed by the CONTRACTOR shall in the minimum be in conformance with commonly accepted industry and professional codes and standards, standards of the CITY, and the laws of any Federal, State, or local regulatory agencies.

(b) The CONTRACTOR shall be responsible for keeping apprised of any changing laws applicable to the services to be performed under this Contract.

SECTION 8: SUBCONTRACTORS.

(a) Any CONTRACTOR proposed subcontractor shall be submitted to the CITY for written approval prior to the CONTRACTOR entering into a subcontract. Subcontractor information shall include, but not be limited to, State registrations, business address, occupational license tax proof of payment, and insurance certifications.

(b) The CONTRACTOR shall coordinate the provision of services and work product of any CITY approved subcontractor and remain fully responsible for such services and work under the terms of this Contract.

(c) Any subcontract shall be in writing and shall incorporate this Contract and require the subcontractors to assume performance of the CONTRACTOR duties commensurately with the CONTRACTOR'S duties to the CITY under this Contract, it being understood that nothing herein shall in any way relieve the CONTRACTOR from any of its duties under this Contract. The CONTRACTOR shall provide the CITY with executed copies of all subcontracts.

SECTION 9: ASSIGNABILITY.

The CONTRACTOR shall not sublet, assign, or transfer any interest in this Contract, or claims for the money due or to become due out of this Contract to a bank, trust company, or other financial institution without written CITY approval. When approved by the CITY, written notice of such assignment or transfer shall be furnished promptly to the CITY.

SECTION 10: COMMENCEMENT / IMPLEMENTATION SCHEDULE OF CONTRACT.

(a) The CONTRACTOR shall commence the provision of services as described in this Contract immediately upon execution of this Contract.

(b) The CONTRACTOR and the CITY agree to make every effort to adhere to the schedules established for the various Work Orders as described in each Work Order. However, if the CONTRACTOR is delayed at any time in the provision of services by any act or omission of the CITY, or of any employee of the CITY, or by any other CONTRACTOR employed by the CITY, or by changes ordered by the CITY, or by strikes, lock outs, fire, unusual delay in transportation, unavoidable casualties, or any other causes of Force Majeure not resulting from the inactions or actions of the CONTRACTOR and beyond the CONTRACTOR'S control which would not reasonably be expected to occur in connection with or during performance or provision of the services, or by delay authorized by the CITY pending a decision, or by any cause which the CITY shall decide to justify the delay, the time of completion shall be extended for such reasonable time as the CITY may decide in its sole and absolute discretion. It is further expressly understood and agreed that the CONTRACTOR shall not be entitled to any damages or compensation, or be reimbursed for any losses on account of any delay or delays resulting from any of the aforesaid causes or any other cause whatsoever.

SECTION 11: LENGTH OF CONTRACT.

(a) The term of this Contract is for a three (3) year period commencing on the date of full execution of this Contract by the parties.

(b) The CONTRACTOR services shall begin upon written notification to proceed by the CITY.

(c) CONTRACTOR services shall be on a work order basis and may include matters such as serving as an expert witness.

(d) Subsequent to the conclusion of the initial three (3) year term, this Contract may be renewed annually, at the City's discretion, for a maximum of two (2) additional years. Should the CITY wish to not have this Contract renewed for any year, the CITY shall provide written notice to the CONTRACTOR ninety (90) days prior to the ending date.

SECTION 12: DESCRIPTION OF SERVICES.

- (a) The CONTRACTOR agrees to provide State lobbyist services. The Description of Services is further and more specifically outlined in Exhibit A.
- (b) The CONTRACTOR shall diligently and in a professional and timely manner perform and provide the services outlined herein or as included in each subsequently entered Work Order. Unless modified in writing by the parties hereto, the duties of the CONTRACTOR shall not be construed to exceed the provision of the services pertaining to this Contract.
- (c) The CITY and CONTRACTOR agree that there may be certain additional services required to be performed by the CONTRACTOR during the performance of the Work Orders that can not be defined sufficiently at the time of execution of this Contract. Such services shall be authorized in writing as a Change Order in accordance with Section 21. The Work Orders may contain additional instructions or provide specifications upon certain aspects of this Contract pertinent to the work to be undertaken. Such supplemental instructions or provisions shall not be construed as a modification of this Contract.

SECTION 13: CONTRACTOR RESPONSIBILITIES.

- (a) The CONTRACTOR shall be responsible for the professional quality, accepted standards, technical accuracy and the coordination of all services furnished by the CONTRACTOR under this Contract as well as the conduct of its staff, personnel, employees, and agents. The CONTRACTOR shall work closely with the CITY on all aspects of the provision of the services. With respect to services, the CONTRACTOR shall be responsible for the professional quality, technical accuracy, competence, methodology, accuracy, and the coordination of all of the following which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by the CONTRACTOR under this Contract. The CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in his plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature.
- (b) The CONTRACTOR shall furnish a Contractor Designated Representative to administer, review, and coordinate the provision of services under this Contract and each Work Order.
- (c) Neither CITY review, approval, or acceptance of, nor payment for, any of the services required under this Contract shall be construed to operate as a waiver of any rights or of any cause of action arising out of the performance of this Contract. The CONTRACTOR shall be and shall remain liable to the CITY in accordance with applicable law for all damages to the CITY caused by the CONTRACTOR'S negligent or improper performance or failure to perform any of the services furnished under this Contract.
- (d) The rights and remedies of the CONTRACTOR, provided for under this Contract, are in addition to any other rights and remedies provided by law.

(e) In the event the CONTRACTOR fails to comply with the terms and conditions of this Contract, the CITY shall notify the Contractor's Designated Representative in writing so that the CONTRACTOR may take remedial action.

(f) Time is of the essence in the performance of all services provided by the CONTRACTOR under the terms of this Contract and each and every Work Order.

(g) CONTRACTOR shall not hire/employ any independent contractors during the term of this Contract without the express written approval of the City.

SECTION 14: CITY RIGHTS AND RESPONSIBILITIES.

(a) The CITY shall reasonably cooperate with the CONTRACTOR in a timely fashion at no cost to the CONTRACTOR as set forth in this Section.

(b) The CITY shall furnish a City Designated Representative to administer, review, and coordinate the provision of services under each Work Order.

(c) The CITY shall make CITY personnel available where, in the CITY'S opinion, they are required and necessary to assist the CONTRACTOR. The availability and necessity of said personnel to assist the CONTRACTOR shall be determined solely at the discretion of the CITY.

(d) The CITY shall furnish the CONTRACTOR with existing data, records, maps, plans, specifications, reports, fiscal data, and other engineering information that is available in the CITY'S files that is necessary or useful to the CONTRACTOR for the performance of the Work. All such documents conveyed by the CITY shall be, and remain the property of, the CITY and shall be returned to the CITY upon completion of the Work to be performed by the CONTRACTOR.

(e) The CITY shall examine all CONTRACTOR reports, sketches, drawing, estimates, Qualifications, and other documents presented to the CITY and indicate the CITY'S approval or disapproval within a reasonable time so as not to materially delay the provisions of the services of the CONTRACTOR.

(f) The CITY shall provide access to and make provisions for the CONTRACTOR to enter upon public and private lands as required for the CONTRACTOR within a reasonable time to perform work as necessary to complete the Work Order.

(g) The CITY shall transmit instructions, relevant information, and provide interpretation and definition of CITY policies and decisions with respect to any and all materials and other matters pertinent to the services covered by this Contract.

(h) The CITY shall give written notice to the CONTRACTOR whenever the City Designated Representative knows of a development that affects the services provided and performed under this Contract, timing of the CONTRACTOR'S provision of services, or a defect or change necessary in the services of the CONTRACTOR.

(i) The rights and remedies of the CITY provided for under this Contract are in addition to any other rights and remedies provided by law; the CITY may assert its right of recovery by any appropriate means including, but not limited to, set-off, suit, withholding, recoupment, or counterclaim, either during or after performance of this Contract.

(j) The CITY shall be entitled to recover any and all legal costs including, but not limited to, attorney fees and other legal costs that it may incur in any legal actions it may pursue in the enforcement of the terms and conditions of this Contract or the responsibilities of the CONTRACTOR in carrying out the duties and responsibilities deriving from this Contract.

(k) The failure of the CITY to insist in any instance upon the strict performance of any provision of this Contract, or to exercise any right or privilege granted to the CITY hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

(l) Neither the CITY'S review, approval or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Contract nor or any cause of action arising out of the performance of this Contract and the CONTRACTOR shall be and always remain liable to the CITY in accordance with applicable law for any and all damages to the CITY caused by the CONTRACTOR'S negligent or wrongful provision or performance of any of the services furnished under this Contract.

(m) All deliverable analysis, reference data, survey data, plans and reports, or any other form of written instrument or document that may result from the Consultant's services or have been created during the course of the CONTRACTOR'S performance under this Contract shall become the property of the CITY after final payment is made to the CONTRACTOR.

(n) In the event the CITY fails to comply with the terms and conditions of this Contract, the CONTRACTOR shall notify the City's Designated Representative in writing so that the CITY may take remedial action.

SECTION 15: WAIVER.

The failure of the CITY to insist in any instance upon the strict performance of any provision of this Contract, or to exercise any right or privilege granted to the CITY hereunder, shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

SECTION 16: FORCE MAJEURE.

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by Force Majeure.

SECTION 17: STANDARDS OF CONDUCT.

(a) The Contractor warrants that it has not employed or retained any company or person, other than a Bona Fide employee working solely for the Contractor, to solicit or secure this Contract and that the Contractor has not paid or agreed to pay any person, company, corporation, individual, or firm other than a Bona Fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of making this Contract.

(b) If the CITY determines that any employee or representative of the CONTRACTOR is not satisfactorily performing his or her assigned duties or is demonstrating improper conduct pursuant to any assignment or work performed under this Contract, the CITY shall so notify the CONTRACTOR, in writing. The CONTRACTOR shall immediately remove such employee or representative of the CONTRACTOR from such assignment.

(c) The CONTRACTOR hereby certifies (in writing) that no undisclosed conflict of interest exists with respect to the Contract, including, but not limited to, any conflicts that may be due to representation of other clients, customers or vendees, other contractual relationships of the CONTRACTOR, or any interest in property that the CONTRACTOR may have. The CONTRACTOR further certifies that any conflict of interest that arises during the term of this Contract shall be immediately disclosed in writing to the CITY. Violation of this Section shall be considered as justification for immediate termination of this Contract.

(d) The CONTRACTOR shall not engage in any action that would create a conflict of interest for any CITY employee or other person during the course of performance of, or otherwise related to, this Contract or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

(e) The CITY shall not intentionally award publicly-funded contracts to any CONTRACTOR who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) Section 274A(e) of the Immigration and Nationality Act (INA)]. The CITY shall consider the employment by the CONTRACTOR of unauthorized aliens, a violation of Section 274A (e) of the INA. Such violation by the CONTRACTOR of the employment provisions contained in Section 274A (e) of the INA shall be grounds for immediate termination of this Contract by the CITY.

(f) The CONTRACTOR shall comply with the requirements of the Americans with Disabilities Act (ADA), and any and all related Federal or State laws which prohibits discrimination by public and private entities on the basis of disability.

(g) The CONTRACTOR shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Contract or violate any laws pertaining to civil rights, equal protection, or discrimination.

(h) If the CONTRACTOR or an affiliate is placed on a discriminatory vendor list, such action may result in termination by the City. The CONTRACTOR shall certify, upon request by the CITY that it is qualified to submit a bid under Section 287.134, Discrimination, (2) (c), Florida Statutes.

(i) If the CONTRACTOR or an affiliate is placed on the convicted vendor list following a conviction for a public entity crime, such action may result in termination by the CITY. The CONTRACTOR shall certify, upon request by the CITY, that is qualified to submit a bid under Section 287.133, Public Entity Crime, (2)(a), Florida Statutes.

(j) The CONTRACTOR shall certify, upon request by the CITY, that the CONTRACTOR maintains a drug free workplace policy in accordance with Section 287.0878, Florida Statutes. Failure to submit this certification may result in termination.

(k) The CONTRACTOR agrees to comply with Federal, State, and local environmental, health, and safety laws and regulations applicable to the services provided to the City. The CONTRACTOR agrees that any program or initiative involving the work that could adversely affect any personnel involved, citizens, residents, users, neighbors or the surrounding environment shall ensure compliance with any and all employment safety, environmental and health laws.

(l) If applicable, in accordance with Section 216.347, Florida Statutes, the CONTRACTOR shall not use funds provided by this Contract for the purpose of lobbying the Legislature, the Judicial Branch, or State Agency.

(m) The CONTRACTOR shall not publish any documents or release information regarding this Contract to the media without prior approval of the CITY.

(n) The CONTRACTOR shall ensure that all services are provided to the CITY after the CONTRACTOR has obtained, at its sole and exclusive expense, any and all permits, licenses, permissions, approvals or similar consents.

(o) The CONTRACTOR shall ensure that all taxes due from the CONTRACTOR are paid in a timely and complete manner including, but not limited to, occupational license tax.

SECTION 18: NOTICES.

(a) Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section.

(b) For the present, the parties designate the following as the representative places for giving of notice, to-wit:

(1) For the City:

City Manager
City of Palm Coast
160 Cypress Point Parkway, Suite B-106
Palm Coast, Florida 32164

(2) For the Contractor:

Douglas S. Bell
Partner, Shareholder
P.O. Box 10095
Tallahassee, Florida 32302-2095
850 222-2126
dbell@penningtonlaw.com

(c) Written notice requirements of this Contract shall be strictly construed and such requirements are a condition precedent to pursuing any rights or remedies hereunder. The CONTRACTOR agrees not to claim any waiver by CITY of such notice requirements based upon CITY having actual knowledge, implied, verbal or constructive notice, lack of prejudice, or any other grounds as a substitute for the failure of the CONTRACTOR to comply with the express written notice requirements herein. Computer notification (e-mails and message boards) shall not constitute proper written notice under the terms of the Contract.

SECTION 19: DESIGNATED REPRESENTATIVES.

(a) The City Manager, or his designated representative, represents the CITY in all matters pertaining to and arising from the work and the performance of this Contract.

(b) The City Manager or his designated representative shall have the following responsibilities:

(1) Examination of all work and rendering, in writing, decisions indicating the CITY'S approval or disapproval within a reasonable time so as not to materially delay the work of the CONTRACTOR;

(2) Transmission of instructions, receipt of information, and interpretation and definition of CITY'S policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Contract;

(3) Giving prompt written notice to the CONTRACTOR whenever the CITY knows of a defect or change necessary in the project; and

(c) Until further written notice, the City's Designated Representative for this Contract is:

City Manager
City of Palm Coast
160 Cypress Point Parkway, Suite B-106
Palm Coast, Florida 32164
Telephone Number: (386) 986-3700

(d) Prior to start of any work under this Contract, the CONTRACTOR shall submit to the CITY detailed resumes of key professional personnel that will be involved in performing services described in the work. The CITY hereby acknowledges its acceptance of such personnel to perform services under this Contract. At any time hereafter that the CONTRACTOR desires to change key professional personnel in an active assignment, it shall submit the Qualifications of the new professional personnel to

the CITY for prior approval. Key professional personnel shall include the principal-in-charge, project managers, and others interfacing with CITY personnel.

- (e) Until further written notice, the Contractor's Designated Representative for this Contract is:

Douglas S. Bell
Partner, Shareholder
P.O. Box 10095
Tallahassee, Florida 32302-2095
850 222-2126
dbell@penningtonlaw.com

SECTION 20: WORK ORDERS.

(a) The provision of services to be performed under this Contract may commence immediately upon the execution of this Contract or a Work Order as directed and determined by the CITY. Services to be provided by the CONTRACTOR to the CITY shall be negotiated between the CONTRACTOR and the CITY. Each Work Order shall reference this Contract by title and date, include a detailed description of quantities, services, and a completion schedule, and will be provided on CONTRACTOR letterhead. Services described in said Work Order will commence upon the issuance of a CITY Notice-To-Proceed.

(b) If the services required to be performed by a Work Order is clearly defined, the Work Order shall be issued on a "Fixed Fee" basis. The CONTRACTOR shall perform all services required by the Work Order but in no event shall the CONTRACTOR be paid more than the negotiated Fixed Fee amount stated therein.

(c) The CONTRACTOR and the CITY agree to make every effort to adhere to the schedule established for the various Work Orders described in the Work Order.

(d) If the services are not clearly defined, the Work Order may be issued on a "Time Basis Method" and contain a Not-to-Exceed amount. If a Not-to-Exceed amount is provided, the CONTRACTOR shall perform all work required by the Work Order; but in no event shall the CONTRACTOR be paid more than the Not-to-Exceed amount specified in the applicable Work Order.

(e) For Work Orders issued on a "Fixed Fee Basis," the CONTRACTOR may invoice the amount due based on the percentage of total Work Order services actually performed and completed; but in no event shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(f) For Work Orders issued on a "Time Basis Method" with a Not-to-Exceed amount, the CONTRACTOR may invoice the amount due for actual work hours performed; but in no event shall the invoice amount exceed a percentage of the Not-to-Exceed amount equal to a percentage of the total services actually completed.

(g) Each Work Order issued on a "Fixed Fee Basis" or "Time Basis Method" with a Not-to-Exceed amount shall be treated separately for retainage purposes. If the CITY determines that work is substantially complete and the amount retained, if any, is considered to be in excess, the CITY may, at its sole and absolute discretion, release the retainage or any portion thereof.

(h) For Work Orders issued on a "Time Basis Method" with a Limitation of Funds amount, the CONTRACTOR may invoice the amount due for services actually performed and completed. The CITY shall pay the CONTRACTOR one hundred percent (100%) of the approved amount on Work Orders issued on a "Time Basis Method" with a Limitation of Funds amount.

SECTION 21: CHANGE ORDERS.

(a) The CITY may revise the Description of Services set forth in any particular Work Order.

(b) Revisions to any Work Order shall be authorized in writing by the CITY as a Change Order. Each Change Order shall include a schedule of completion for the services authorized. Change Orders shall identify this Contract and the appropriate Work Order number. The Change Orders may contain additional instructions or provisions specific upon certain aspects of this Contract pertinent to the services to be provided. Such supplemental instructions or provisions shall not be construed as a modification of this Contract. An Contract between the parties on and execution of any Change Order shall constitute a final settlement and a full accord and satisfaction of all matters relating to the change and to the impact of the change on unchanged goods and/or work, including all direct and indirect costs of whatever nature, and all adjustments to the CONTRACTOR schedule.

(c) If instructed by the CITY, the CONTRACTOR shall change or revise work that has been performed, and if such work is not required as a result of error, omission or negligence of the CONTRACTOR, the CONTRACTOR may be entitled to additional compensation. The CONTRACTOR must submit for CITY approval a revised Qualification with a revised fee quotation. Additional compensation, if any, shall be agreed upon before commencement of any such additional work and shall be incorporated into the work by Change Order to the Work Order.

SECTION 22: COMPENSATION.

(a) Compensation to the CONTRACTOR for the services performed on each Work Order shall be as set forth the Work Order/Change Order.

(b) The CITY shall not pay for reimbursable items such as gas, tolls, mileage, meals, etc. and other items not directly attributable to items produced for each Work Order.

(c) Work performed by the CONTRACTOR without written approval by the City's Designated Representative shall not be compensated. Any work performed by the CONTRACTOR without approval by the CITY is performed at the CONTRACTOR'S own election.

(d) In the event the CITY fails to provide compensation under the terms and conditions of this Contract, the CONTRACTOR shall notify the City's Designated Representative in order that the CITY may take remedial action.

(f) Pricing has been calculated based on the current prices for the goods and/or services that are the subject of. However, the market for the goods and/or services that pertain to this Contract may be volatile on the basis of fuel costs and sudden and substantial price increases could occur. The CONTRACTOR agrees to use its best efforts to obtain the lowest possible prices from fuel suppliers, but should there be a substantial and prejudicial increase in fuel prices for fuel that is purchased after execution of this Contract which fuel prices directly and materially relate to the pricing of the goods and/or services provided for in this Contract, the CITY agrees, upon written request from the CONTRACTOR, to consider a reasonable adjustment to the prices set forth in this Contract based upon the following index: Engineering News Record, Construction Cost Index, etc.. Any claim by the CONTRACTOR for a price increase, as provided above, shall state, with specificity, the increased cost, the product in question, and the source of supply, and shall be supported by invoices or bills of sale and such other information as may be required by the CITY. Only one (1) such request from the CONTRACTOR will be considered in each calendar year period. The decision of the CITY shall be final and non-appealable.

(g) Expiration of the term of this Contract shall have no effect upon purchase orders/work orders issued pursuant to this Contract and prior to the expiration date.

SECTION 23: INVOICE PROCESS.

(a) Payments shall be made by the CITY to the CONTRACTOR when requested as work progresses for services furnished, but not more than once monthly. Each Work Order shall be invoiced separately. The CONTRACTOR shall render to the CITY, at the close of each calendar month, an itemized invoice properly dated, describing all services rendered, the cost of the services, the name and address of the CONTRACTOR, Work Order Number, Contract Number and all other information required by this Contract.

(b) Invoices which are in an acceptable form to the CITY and without disputable items will be processed for payment within thirty days of receipt by the CITY.

(c) The CONTRACTOR will be notified of any disputable items contained in invoices submitted by the CONTRACTOR within fifteen days of receipt by the CITY with an explanation of the deficiencies.

(d) The CITY and the CONTRACTOR will make every effort to resolve all disputable items contained in the CONTRACTOR'S invoices.

(e) Each invoice shall reference this Contract, the appropriate Work Order and Change Order, if applicable, and the billing period.

(f) The Florida Prompt Payment Act shall apply when applicable.

(g) Invoices are to be forwarded directly to:

Finance Director
City Hall
City of Palm Coast
160 Cypress Point Parkway, Suite B-106
Palm Coast, Florida 32164

SECTION 24: TERMINATION OF CONTRACT.

(a) The CITY may terminate this Contract or any Work Order for convenience at any time for one or more of the reasons as follows:

(1) If, in the CITY'S opinion, adequate progress under a Work Order is not being made by the CONTRACTOR; or

(2) If, in the CITY'S opinion, the quality of the services provided by the CONTRACTOR is/are not in conformance with commonly accepted professional standards, standards of the CITY, the requirements of Federal or State regulatory agencies, and the CONTRACTOR has not corrected such deficiencies in a timely manner as reasonably determined by the CITY; or

(3) The CONTRACTOR or any employee or agent of the CONTRACTOR is indicted or has a direct charge issued against him for any crime arising out of or in conjunction with any work that has been performed by the CONTRACTOR; or

(4) The CONTRACTOR becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or

(5) The CONTRACTOR violates the Standards of Conduct provisions herein or any provision of State or local law or any provision of the City Code of Conduct.

(b) In the event of any of the causes described in this Section, the City's Designated Representative may send a certified letter requesting that the CONTRACTOR show cause why the Contract or any Work Order should not be terminated. If assurance satisfactory to the CITY of corrective measures to be made within a reasonable time is not given to the CITY within fourteen calendar days of the receipt of the letter, the CITY may consider the CONTRACTOR to be in default, and may immediately terminate this Contract or any Work Order in progress under this Contract.

(c) In the event that this Contract or a Work Order is terminated for cause and it is later determined that the cause does not exist, then this Contract or the Work Order shall be deemed terminated for convenience by the CITY and the CITY shall have the right to so terminate this Contract without any recourse by the CONTRACTOR.

SECTION 25: TERMINATION BY CONTRACTOR FOR CAUSE.

(a) The CONTRACTOR may terminate this Contract if:

(1) The CITY materially fails to meet its obligations and responsibilities as contained in Section 14; City Rights and Responsibilities; or

(2) The CITY fails to pay the CONTRACTOR in accordance with this Contract.

(b) In the event of either of the causes described in Subsection (a), the CONTRACTOR shall send a certified letter requesting that the CITY show cause why the Contract should not be terminated. If adequate assurances are not given to the CONTRACTOR within fourteen calendar days of the receipt of said show cause notice, the CONTRACTOR may consider the CITY to be in default, and may immediately terminate this Contract.

SECTION 26: TERMINATION BY THE CITY WITHOUT CAUSE.

(a) Notwithstanding any other provision of this Contract, the CITY shall have the right at any time to terminate this Contract in its entirety without cause, or terminate any specific Work Order without cause, if such termination is deemed by the CITY to be in the public interest, provided that thirty calendar days prior written notice is given to the CONTRACTOR of the CITY'S intent to terminate.

(b) In the event that this Contract is terminated, the CITY shall identify any specific Work Order(s) being terminated and the specific Work Order(s) to be continued to completion pursuant to the provisions of this Contract.

(c) This Contract will remain in full force and effect as to all authorized Purchase Order(s)/Work Order(s) that is/are to be continued to completion.

SECTION 27: PAYMENT IN THE EVENT OF TERMINATION.

In the event this Contract or any Work Order is terminated or canceled prior to final completion payment for the unpaid portion of the services provided by the CONTRACTOR to the date of termination and any additional services shall be paid to the CONTRACTOR.

SECTION 28: ACTION FOLLOWING TERMINATION.

Upon receipt of notice of termination, given by either party, the terminated party shall promptly discontinue the provision of all services, unless the notice provides otherwise.

SECTION 29: SUSPENSION.

(a) The performance or provision of the CONTRACTOR services under any Work Order under this Contract may be suspended by the CITY at any time.

(b) In the event the CITY suspends the performance or provision of the CONTRACTOR'S services hereunder, the CITY shall so notify the CONTRACTOR in writing. Such suspension becoming effective upon the date stated in the notice. The CITY shall pay to the CONTRACTOR within thirty days all compensation which has become due to and payable to the CONTRACTOR to the effective date of such

suspension. The CITY shall thereafter have no further obligation for payment to the CONTRACTOR for the suspended provision of services unless and until the City's designated representative notifies the CONTRACTOR in writing that the provision of the services of the CONTRACTOR called for hereunder are to be resumed by the CONTRACTOR.

(c) Upon receipt of written notice from the CITY that the CONTRACTOR'S provision of services hereunder are to be resumed, the CONTRACTOR shall continue to provide the services to the CITY.

SECTION 30: ALTERNATIVE DISPUTE RESOLUTION (ADR).

(a) In the event of a dispute related to any performance or payment obligation arising under this Contract, the parties agree to exhaust any alternative dispute resolution procedures reasonably imposed by the CITY prior to filing suit or otherwise pursuing legal remedies.

(b) The CONTRACTOR agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration to the CITY in alternative dispute resolution procedures or which the CONTRACTOR had knowledge and failed to present during the CITY procedures.

(c) In the event that CITY procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

SECTION 31: SEVERABILITY.

(a) If any term, provision or condition contained in this Contract shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable, shall not be affected thereby, and each term, provision, and condition of this Contract shall be valid and enforceable to the fullest extent permitted by law when consistent with equity and the public interest.

(b) All provisions of this Contract shall be read and applied in Pari Materia with all other provisions hereof.

(c) Violation of this Contract by the CONTRACTOR is recognized by the parties to constitute irreparable harm to the CITY.

SECTION 32: CONTROLLING LAWS/VENUE / INTERPRETATION.

(a) This Contract is to be governed by the laws of the State of Florida.

(b) Venue for any legal proceeding related to this Contract shall be in the Seventh Judicial Circuit Court in and for Flagler County, Florida.

(c) This Contract is the result of bona fide arms length negotiations between the CITY and the CONTRACTOR and all parties have contributed substantially and materially to the preparation of the Contract. Accordingly, this Contract shall not be construed or interpreted more strictly against any one party than against any other party.

SECTION 33: INDEMNITY.

(a) CONTRACTOR shall indemnify, hold harmless, and defend the CITY, from and against any and all claims, damages, losses, and expenses including, but not limited to, attorney's fees, arising out of or resulting from the performance or provision for services required under this Agreement, including damage to persons or property, provided that same is caused in whole or part by the error, omission, negligent act, failure to act, malfeasance, misfeasance, conduct, or misconduct of CONTRACTOR, its agents, servants, officers, officials, employees, or subcontractors.

(b) Nothing herein shall be deemed to affect the rights, privileges, and immunities of the CITY as set forth in Section 768.28, Florida Statutes.

(c) In claims against any person or entity indemnified under this Section by an employee of the CONTRACTOR or its agents or subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or its agents or subcontractors, under Workers Compensation acts, disability benefits acts, or other employee benefit acts.

(d) The execution of this Contract by the CONTRACTOR shall obligate the CONTRACTOR to comply with the indemnification provision in this Contract; however, the CONTRACTOR must also comply with the provisions of this Contract relating to insurance coverage.

SECTION 34: INSURANCE.

(a) The CONTRACTOR shall obtain or possess and continuously maintain the following insurance coverage, from a company or companies, with a Best Rating of A- or better, authorized to do business in the State of Florida and in a form acceptable to the CITY and with only such terms and conditions as may be acceptable to the CITY:

(1) Workers Compensation/Employer Liability: The CONTRACTOR shall provide Worker Compensation insurance for all employees engaged in the work under this Contract in accordance with the laws of the State of Florida. Employers' Liability Insurance at limits not less than the following:

- \$500,000 Each Accident
- \$500,000 Disease Each Employee
- \$500,000 Disease (Policy Limit)

(2) Comprehensive General Liability: The CONTRACTOR shall provide coverage for all operations including, but not limited to, contractual, independent CONTRACTOR, products and complete operations and personal injury with limits not less than the following:

\$1,000,000 Bodily Injury & Property Damage - each occurrence
\$2,000,000 General Aggregate

(3) Comprehensive Business Automobile Liability: The CONTRACTOR shall provide complete coverage with a combined single limit of not less than \$1,000,000 Bodily Injury and Property Damage in accordance with the laws of the State of Florida, as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles.

(4) Other Required Insurance Coverage: Where unusual operations are necessary to complete the work, such as use of aircraft or watercraft, use of explosives, and any high risk circumstances. No aircraft, watercraft or explosives shall be used without the express advance written approval of the CITY which may, thereupon, required additional insurance coverage's.

(b) All insurance other than Workers Compensation and Professional Liability that must be maintained by the CONTRACTOR shall specifically include the CITY as an additional insured. All insurance minimum coverage's extend to any subcontractor, and the CONTRACTOR shall be responsible for all subcontractors.

(c) The CONTRACTOR shall provide Certificates of Insurance to the CITY evidencing that all such insurance is in effect prior to the issuance of the first Work Order under this Contract. These Certificates of Insurance shall become part of this Contract. Neither approval by the CITY nor failure to disapprove the insurance furnished by a CONTRACTOR shall relieve the CONTRACTOR of the CONTRACTOR'S full responsibility for performance of any obligation including the CONTRACTOR'S indemnification of the CITY under this Contract. If, during the period which an insurance company is providing the insurance coverage required by this Contract, an insurance company shall: (1) lose its Certificate of Authority, (2) no longer comply with Section 440.57, Florida Statutes, or (3) fail to maintain the requisite Best's Rating and Financial Size Category, the CONTRACTOR shall, as soon as the CONTRACTOR has knowledge of any such circumstance, immediately notify the CITY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Contract. Until such time as the CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to the CITY, the CONTRACTOR shall be deemed to be in default of this Contract.

(d) The insurance coverage shall contain a provision that requires that prior to any changes in the coverage, except increases in aggregate coverage, thirty days prior notice will be given to the City by submission of a new Certificate of Insurance.

(h) The CONTRACTOR shall provide Certificate of Insurance directly to the City's Designated Representative. The certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount, and classification required by this Contract.

(f) Nothing in this Contract or any action relating to this Contract shall be construed as the CITY waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes.

(g) The CITY shall not be obligated or liable under the terms of this Contract to any party other than the CONTRACTOR. There are no third party beneficiaries to this Contract.

(h) The CONTRACTOR is an independent Contractor and not an agent, representative, or employee of the CITY. The CITY shall have no liability except as specifically provided in this Contract.

(i) All insurance shall be primary to, and not contribute with, any insurance or self-insurance maintained by the CITY.

SECTION 35: EQUAL OPPORTUNITY EMPLOYMENT/NON-DISCRIMINATION.

The CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this Contract because of race, color, religion, sex, age, national origin, or disability and shall take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or their forms or compensation; and selection for training, including apprenticeship. The CONTRACTOR, moreover, shall comply with all the requirements as imposed by the Americans with Disability Act, the regulations of the Federal government issued thereunder, and any and all requirements of Federal or State law related thereto.

SECTION 36: ACCESS TO RECORDS/AUDIT/PUBLIC RECORDS.

(a) The CONTRACTOR shall maintain books, records, documents, time and costs accounts, and other evidence directly related to its provision or performance of services under this Contract. All time records and cost data shall be maintained in accordance with generally accepted accounting principles.

(b) The CONTRACTOR shall maintain and allow access to the records required under this Section for a minimum period of five years after the completion of the provision or performance services under this Contract and date of final payment for said services, or date of termination of this Contract.

(c) The City reserves the right to unilaterally terminate this Contract if the CONTRACTOR refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of Chapter 119, Florida Statutes, and other applicable law, and made or received by the CONTRACTOR in conjunction, in any way, with this Contract.

(d) The CITY may perform, or cause to have performed, an audit of the records of the CONTRACTOR before or after final payment to support final payment under any Work Order issued hereunder. This audit shall be performed at a time mutually agreeable to the CONTRACTOR and the CITY subsequent to the close of the final fiscal period in which services are provided or performed. Total compensation to the CONTRACTOR may be determined subsequent to an audit as provided for in this Section, and the total compensation so determined shall be used to calculate final

payment to the CONTRACTOR. Conduct of this audit shall not delay final payment as required by this Section.

(e) In addition to the above, if Federal, State, County, or other entity funds are used for any services under this Contract, the Comptroller General of the United States or the Chief Financial Officer of the State of Florida, City of Palm Coast, or the County of Flagler, or any representative, shall have access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to services provided or performed under this Contract for purposes of making audit, examination, excerpts, and transcriptions.

(f) In the event of any audit or inspection conducted reveals any overpayment by the CITY under the terms of the Contract, the CONTRACTOR shall refund such overpayment to the CITY within thirty days of notice by the CITY of the request for the refund.

(g) The CONTRACTOR agrees to fully comply with all State laws relating to public records.

(h) The CONTRACTOR agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

SECTION 37: COUNTERPARTS.

This Contract may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

SECTION 38: SUBMITTALS.

The following are items the CONTRACTOR must submit to the CITY as stated in this Contract:

- 1 Description of Services; Section 12.
- 2 Worker compensation insurance for all employees; Section 34, Paragraph (a) (1)
- 3 Certificates of Liability Insurance; Section 34, Paragraph (c)
- 4 American with Disabilities Act; Section 17, Paragraph (f)
- 5 Price Schedule
- 6 Business Tax Receipt (If applicable)

This Contract describes each item listed above in detail. All provided to the CITY must be accurate and updated certifying the CONTRACTOR is proceeding correctly.

SECTION 39: EXHIBITS.

Each Exhibit referred to and attached to this Contract is an essential part of this Contract. The Exhibits and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Contract.

THE REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on the respective dates under each signature.

ATTEST/WITNESS:

PENNINGTON P.A.

By: *Mark Long*

By: *[Signature]* CFO
Authorized Corporate Officer

Date: 9/25/14

Date: 9-25-14

ATTEST:

CITY OF PALM COAST

By: *Virginia Smith*
Virginia Smith, City Clerk

By: *[Signature]*
Jim Landon, City Manager

Date: 10/13/14

Date: 10/13/14

Approved by (Signature and date):

<u><i>[Signature]</i></u>	<u>10/10/14</u>
<u><i>[Signature]</i></u>	<u>10/10/14</u>
<u><i>[Signature]</i></u>	<u>10/10/14</u>
<u><i>[Signature]</i></u>	<u>1/16/14</u>

Responsible Department Director
City Finance
PCMD
City Attorney

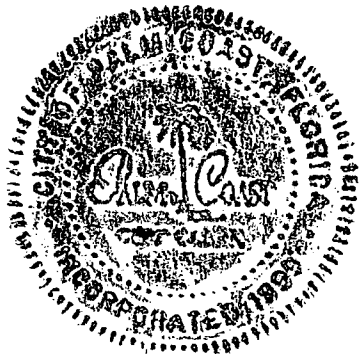


EXHIBIT A
Description/Scope of Services

SCOPE OF SERVICES

BACKGROUND

The City of Palm Coast is governed by a five member City Council. The City functions as a Council/Manager form of government with the administrative responsibilities vested with the City Manager. The City of Palm Coast, the largest municipality located in Flagler County, has a staff of approximately 380 full-time and part-time employees serving a population of approximately 78,000 permanent residents. The City encompasses approximately 90 square miles. The successful proposer's services shall include, but not be limited to the following: scheduled, extended, special legislative sessions and meetings; administrative and agency hearings, meetings, or rule making proceedings; and legal and legislative consulting services in accord with the Request for Proposals. .

SCOPE OF SERVICES – STATE LOBBYIST SERVICES

The City is seeking a highly qualified lobbyist who has successfully provided lobbyist services in the state of Florida for local governmental jurisdictions. The lobbyist will assist the City Council and key City staff in identifying current legislative issues impacting the City of Palm Coast, specifically, and Florida cities, in general. The lobbyist will be required to advance the City's vision, strategic goals and priorities to the Flagler County legislative delegation, other members of the General Assembly, as appropriate, and State of Florida, executive, legislative and administrative staff on an as needed basis. The lobbyist will recommend, and implement the most effective ways to gain access to legislative and State of Florida officials, and help craft and deliver both verbal and written messages. The lobbyist will work closely with the City Council or its liaison to recommend modifications and/or strategies to impact legislative measures, and assist in effectuating these impacts in a timely manner when legislative changes can be realistically achieved. The lobbyist will be responsible for providing the following services and all expenses attendant to their completion.

PROFESSIONAL SERVICES REQUIRED

The selected firm shall be required to provide the following services to the City as part of a negotiated flat lump sum fee (no expense fees):

- The lobbyist will develop and implement a unique and tailored strategy, in consultation with the City of Palm Coast City Council and staff that increases the consciousness and awareness of the City of Palm Coast among the State of Florida legislature, executive, including the Governor, and administrative agencies, regional and local government entities and others as deemed necessary or desirable. These services may include acquiring sponsors and supporters for City legislative, financial or administrative initiatives in the following areas:
 - Economic Development and Enterprise Zones Legislation and Issues
 - Community Redevelopment Legislation and Issues, including CRAs

- Transportation Legislation, Issues and Funding
 - Protection of City Revenue Sources
 - Water and Wastewater Issues and Funding
 - Stormwater Management Issues and Funding
 - Telecommunications and E-Commerce
 - Property Tax Legislation and Issues
 - Environmental Legislation and Issues
 - Public Official Financial Compensation and Pension Legislation and Issues
 - Growth Management and Land Use Legislation and Issues
 - Parks and Recreation Legislation and Issues
 - Uniform Building Code/Construction and Permitting Legislation and Issues
 - Public Safety and Law Enforcement Legislation and Issues
 - Home Rule Issues
 - Special Acts Related to the City of Palm Coast
 - Other miscellaneous legislative initiatives
- The above services, the lobbyist will be required to work with the Florida League of Cities representative on the initiatives above.
 - These services may be required with respect to bills, amendments, grants and funding; along with consulting on and conducting appropriate lobbying activities to formulate and pursue the City's legislative and administrative programs, and other professional representation, as requested.
 - The lobbyist will be required to meet with elected officials and City staff to assist in the development of the City's annual list of goals, priorities, and special projects; address those that can be addressed at the state level, and assist in developing verbal and written material on each request to provide to state officials.
 - The lobbyist will be required to identify relevant funding opportunities that may arise for which the City may qualify to apply and assist staff in submitting grant requests to the appropriate State committees and agencies.
 - The Lobbyist will represent the City in matters relating to the services of legislative consultant for matters in which the City may need professional services before the Florida Legislature, State of Florida administrative agencies, The Florida Governor and Cabinet, et al. Such services shall include, but not be limited to, attending state legislative committee hearings and meetings, rule making proceedings or other administrative or legislative agency meetings.
 - The lobbyist will prepare and submit weekly reports on the status of major bills impacting cities, in particular those bills which involve issues listed in this scope of services. This weekly report must not be a standard bill report comprised of a history of house and senate bills introduced which is generated by the Legislature.
 - The lobbyist shall understand the various laws and proposals and shall possess the ability to interpret, or to direct questions to those specialists able to interpret, the legal implications of the same. The lobbyist shall monitor proposals and activities in meetings regarding state administrative and agency hearings, as well as in rule

challenges in the Division of Administrative Hearings. This shall include, but not be limited to, a review of the agendas and provision of notification to the City as pertinent issues arise. The Lobbyist shall also report the outcome of such meetings, and shall be prepared to lobby committee members prior to the same in an effort to advance the City's desired positions.

- This report must be the lobbyist's identification of bills pertinent to Florida cities, especially the City of Palm Coast, a professional summary of the bill or amendment in the lobbyist's own words, and the bill or amendment's impact. The report must include the lobbyist's professional opinion concerning the importance of the bill or amendment to Palm Coast and an opinion on what actions the City should take.
- The lobbyist will monitor various state agency actions for potential impact on the City and advise as necessary.
- The lobbyist will identify pertinent hearings before the legislature and advise if the City should appear and testify.
- The lobbyist will meet with State legislators and policy makers as required.
- The lobbyist will testify before legislative committees as appropriate.
- The lobbyist, through his/her professional network, should be able to make direct and indirect interpersonal contacts with business, civic, philanthropic, and other governments to facilitate the pursuit of the City's strategic goals and objectives.



AGREEMENT FOR PROFESSIONAL SERVICES

This contract for professional services (hereinafter referred to as "Agreement") is by and between Anfield Consulting, Inc. a privately-owned corporation registered in the State of Florida (hereinafter referred to as "ANFIELD"), and the City of St. Augustine Florida (hereinafter referred to as "CLIENT"). ANFIELD and CLIENT shall collectively be referred to as the "Parties."

(1) Services: ANFIELD shall assist CLIENT with Lobbying the State Legislature where directed and the Executive Branch and its agencies and subdivisions where directed. All representations made by ANFIELD on CLIENT'S behalf shall be subject to prior approval by CLIENT'S authorized representative John Regan.

(2) Term and Compensation: The term of this Agreement will commence on October 8, 2015 and end on October 1, 2016. CLIENT will pay ANFIELD the sum total of forty eight thousand dollars (\$48,000.00) to perform the services specified in Section (1) (the total sum may also be referred to as the "fee"). Fee payment shall be made as follows: a retainer in the amount of Four Thousand Dollars (\$4,000.00) due upon Agreement execution; eleven (11) additional payments in the amount of Four Thousand Dollars (\$4,000.00) each shall be payable monthly beginning with the following month, and upon receipt of an invoice from ANFIELD. All payments will be made by check or money order consistent with Section (3) of this Agreement. The retainer and monthly fee payable to ANFIELD covers all incidental costs or fees related to services provided by subcontractors identified by ANFIELD and authorized by CLIENT for retention such as regular U.S. mail, copies, and telephone. In addition, ANFIELD shall be responsible for those additional expenses including but not limited to business travel, lodging, state or local lobbying registration or renewal fees, express mail costs, costs of preparing presentation materials needed to represent the client, and similar related costs during the term of the agreement.

(3) Issuance of Payments and Notice: CLIENT shall make checks payable to ANFIELD Consulting, Inc. and send payment(s) to: 201 West Park Avenue, Suite 100, Tallahassee, FL 32301. All written notices from CLIENT to ANFIELD shall also be sent to this address.

(4) Renewal and Termination: This Agreement may be modified or extended only by a written document signed by both Parties. Conversely, either Party may terminate this Agreement prior to the date (if applicable) established in section (2) of this Agreement by providing written notice to the other Party thirty (30) days prior to the desired date of termination. CLIENT shall pay ANFIELD for any and all services and CLIENT approved expenses during the term of this Agreement up to and until the established date


of termination. In the event of early termination, the final amount to be paid shall be established on a pro-rata basis based on number of business days in a calendar year. If retainer and monthly fee exceed the pro-rata amount due, ANFIELD shall remit the difference within 30 days of termination in a check or money order payable to: City of St. Augustine.

(5) Governing Law: This Agreement is executed in the State of Florida and shall be construed, interpreted, and governed by the laws of such state, and by all applicable laws of the United States of America.

(6) Confidentiality: ANFIELD acknowledges and understands that this Agreement and the services rendered to the CLIENT are confidential between the two Parties and that a violation or breach of confidentiality is cause for termination and other relief pursuant to section (5) of this Agreement. Notwithstanding, the Parties acknowledge and agree to comply with Chapter 119, Florida Statutes.

(7) Agreement Execution: The Parties, after reviewing, reading, and understanding the contents of this document, do hereby execute this Agreement by their respective signatures. This Agreement is effective as of the date of the last signature below.

For the Anfield Consulting, Inc.:



Date Executed

For The City of St. Augustine :

Name (Title)

Date Executed

Daytona Beach



120 SOUTH MONROE STREET / TALLAHASSEE, FLORIDA 32301
DIRECT: 850.727.7087 / FAX: 850.807.2502

January 29, 2015

VIA EMAIL

Jim Chisholm
City of Daytona Beach, City Hall
P.O. Box 2451
Daytona Beach, Florida 32115-2451

Dear Jim:

Thank you for taking the time to meet with Mary and me to discuss how we can continue our successful relationship through Ramba Consulting Group, LLC. It has been a pleasure to work with you and your team before the Legislative and Executive Branch of Florida Government. I look forward to continuing our long and fruitful relationship into the future. Terms and conditions of the representation by Ramba Consulting Group, LLC are proposed as follows:

1. The scope of this representation is for governmental consulting before the Florida Legislature. While I am a member of the Florida Bar in good standing, this agreement is not for legal services but for lobbying members and staff regarding your issues before the 2015 Legislature.
2. The fee for our representation for the next ten months will be: \$4,000 per month for the term December 1, 2014, through September 30, 2015. This arrangement would begin upon execution of this agreement by the City. You will be billed monthly beginning February 1, 2015. Payment is due within 20 days of receipt of monthly invoices.
3. This representation will be a joint arrangement with Mary Dougherty-Slapp who will work in conjunction with Ramba Consulting Group on appropriations and grants issues as directed by the City.
4. The priority issues for the term of this agreement will be provided by the City Commission.

January 29, 2015
Page 2

5. The Group will, at the Group's expense, comply with any and all applicable federal, state, or local laws, rules and regulations in performing services under this agreement, including without limitation, laws, rules and regulations governing lobbying, prohibiting lobbying limitations, Chapter 2005-359, Laws of Florida, and any rules promulgated thereunder. A copy of any lobbyist registration shall be filed with the state prior to any lobbying taking place, and client agrees to assist in properly executing such required filings.

6. The relationship created under this agreement is that of independent contractor, not employment. This agreement shall be governed by Florida law. This is the full agreement of the parties. Any amendments to this agreement must be in writing signed by the parties.

If you find this agreement and its terms acceptable, please execute the agreement below, keep a copy and return the original to my attention. I look forward to working with you and continuing on with our team.

Sincerely,

RAMBA CONSULTING GROUP, LLC



DAVID E. RAMBA

CITY OF DAYTONA BEACH

By: 

cc: Mary Dougherty-Slapp

RESOLUTION NO. 15-43

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXPEND UP TO \$90,000 DURING FY 2014-2015 TO RETAIN ONE OR MORE LOBBYISTS TO ASSIST IN IMPLEMENTING THE CITY'S STATE LEGISLATIVE ISSUES PROGRAM AND FEDERAL ISSUES PROGRAM; AUTHORIZING THE CITY MANAGER TO EXPEND SUCH SUMS AS MAY BE BUDGETED IN FUTURE FISCAL YEARS TO RETAIN SUCH LOBBYISTS; AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE ANY CONTRACT DOCUMENTS IMPLEMENTING THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission from time to time establishes legislative priorities; and

WHEREAS, the City from time to time requires the services of professional lobbyists to implement these priorities; and

WHEREAS, the work of such professional lobbyists is considered to be a contracted personal service under §30-57, City Code; and

WHEREAS, the City Manager proposes to retain one or more lobbyists during the 2014-2015 FY at a total cost not to exceed \$90,000, and proposes to retain lobbyists in future fiscal years subject to City Commission budgeting approval; and

WHEREAS, the Chief Financial Officer has submitted a Sufficiency of Funds Certificate for the FY 2014-2015 proposed expenditure.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DAYTONA BEACH, FLORIDA:

SECTION 1. The City Manager is authorized to expend up to \$90,000 to retain one or more lobbyists during FY 2014-2015 to implement the City's State Legislative Issues and Federal Issues Programs, and to execute any appropriate contracts or documents required to retain such services.

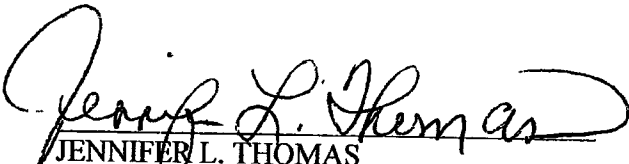
SECTION 2. The City Manager is authorized to expend funds in future fiscal years and to execute any appropriate contracts or documents for the purpose of retaining one or more lobbyists to implement City Commission legislative priorities, subject to specific budget appropriations for such services.

SECTION 3. All contracts are subject to City Attorney approval as provided in City Charter §30(a)(1).

SECTION 4. This Resolution shall take effect immediately upon its adoption.


DERRICK L. HENRY
Mayor

ATTEST:


JENNIFER L. THOMAS
City Clerk

Adopted: February 18, 2015

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF DAYTONA BEACH AND
ALCALDE & FAY, LTD.**

This agreement between The City of Daytona Beach, Florida, hereinafter referred to as "CITY" and the firm of Alcalde & Fay, Ltd., a Virginia corporation, hereinafter referred to as "CONTRACTOR," is made on this 1st day of October, 2014.

WHEREAS, CONTRACTOR provides professional services in the field of government and public affairs including legislative procedure and regulatory processes, public policy, Federal appropriations, and grant programs administered by the Federal government; and

WHEREAS, it is necessary and desirable to employ the services of the CONTRACTOR to assist the CITY in the field of government and public affairs including legislative procedure and regulatory processes, public policy, Federal appropriations, and grant programs administered by the Federal government.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

PART I - SPECIFIC PROVISIONS

- A. **SERVICES TO BE PROVIDED:** CONTRACTOR will consult and advise, as requested, on legislative procedure and regulatory processes; public policy; Federal appropriations and grant programs administered by the Federal government, including but not limited to:
1. Developing strategies to obtain and maximize resources for public works and facilities, transportation infrastructure, flood mitigation, water resources, public safety, housing, appropriations and grant programs administered by the Federal government; Coordinating Federal resources, legislation and policy related activities with the United States Congress and Federal agencies to implement the City's Proposed 2014-2015 Federal Priorities (attached).
 2. Maintaining direct and frequent contact with key United States Senators and Representatives;
 3. Advocating CITY interests during the United States legislative and regulatory process; and
 4. Providing the CITY with a written report of activities and attending CITY meetings upon the CITY'S written request.
- B. **PAYMENT:** CONTRACTOR shall submit the monthly fee invoice for \$4,166.66 at the first of each month, beginning on October 1, 2014. The CITY shall reimburse the CONTRACTOR for nominal, reasonable expenses incurred in connection with the CONTRACTOR'S work at actual cost. Expenses that are to be reimbursed include but are not limited to: photocopying, postage, telephone, delivery, and telecopy charges. Expenses will be reimbursed to CONTRACTOR on a monthly basis. All travel expenses will be incurred only following written approval by the CITY MANAGER.
- C. **KEY PERSONNEL:** CONTRACTOR has represented to CITY that CITY will have Danielle McBeth, principal(s) of CONTRACTOR's services, in the performance of CONTRACTOR's duties hereunder, and has relied on that representation as an inducement to entering into this Agreement.

PART II - GENERAL PROVISIONS

- A. **ASSIGNMENT AND DELEGATION:** Except as above, neither party hereto shall assign or delegate any interest in or duty under this Agreement without written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party shall have so consented.

- B. STATUS OF CONTRACTOR: The parties intend that CONTRACTOR, in performing the services hereinafter specified, shall act as an independent contractor and shall have control of the work and the manner in which it is performed. CONTRACTOR is not to be considered an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides its employees.
- C. METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS AND MAKING PAYMENTS: All notices, bill, and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail should be addressed as follows:

To CITY: James V. Chisholm
City Manager
301 S. Ridgewood Ave.
Daytona Beach, FL 32114
Fax (386) 671-8015

To CONTRACTOR: Alcalde & Fay, Ltd.
2111 Wilson Boulevard, 8th Floor
Arlington, VA 22201
Fax (703) 841-0626

- D. NON-DISCRIMINATION: CONTRACTOR shall comply with all applicable federal, state and local laws, rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, age, marital status, medical condition, or physical or mental disability.
- E. DURATION: This Agreement shall become effective on October 1, 2014 and will continue until terminated. Either Party may terminate this Agreement upon 30 day's written notice by either party with or without cause. The monthly fee shall be prorated to the date of termination.
- F. JURISDICTION: This Agreement and performance hereunder and all suits and special proceedings hereunder shall be construed in accordance with the laws of the State of Florida. In addition, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of Florida shall be applicable and shall govern to the exclusion of the law of any other forum.
- G. PUBLIC RECORDS: Upon request by the CITY, the CONTRACTOR shall promptly supply the CITY with copies of all records created by CONTRACTOR in performing the work herein.

To the extent applicable, CONTRACTOR will comply with the requirements of Florida Statutes Section 119.0701, which may include the obligations to: (i) keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service provided herein; (ii) provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in Ch. 119, Florida Statutes, or as otherwise provided by law; and (iii) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

Where applicable, CONTRACTOR will meet all requirements for retaining public records and transfer, at no cost, to the CITY, all public records in possession of CONTRACTOR upon termination of this Agreement for any reason, and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. When such records are stored electronically, CONTRACTOR will provide the CITY all records stored electronically in a format that is compatible with the CITY's information technology systems.

- H. MEDIATION: All controversies, claims, and disputes between the parties arising out of or related to this Agreement or the interpretation thereof, will first be submitted to mediation by a mediator certified by the Supreme Court of Florida, which mediator shall be selected and retained by CITY of Daytona Beach. The cost of the mediator's fee shall be borne equally by the parties. The mediation process

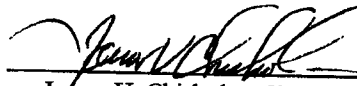
shall be invoked by written notice from either party. The CITY shall retain the mediator and schedule mediation within thirty (30) days of sending or receiving the written notice, or on a date as agreed by the parties. Mediation shall be a condition precedent to filing a lawsuit by either party.


- I. LITIGATION; COSTS; VENUE: In the event that any party hereto shall bring an action or proceeding for an alleged breach of any provision of this Agreement, the prevailing party shall be entitled to recover, as part of such action or proceeding, court costs, exclusive of attorney's fees, at both trial and appellate levels. For the purpose of any suit, action or proceeding arising out of or relating to this Agreement, the parties hereby consent to the jurisdiction and venue of any of the courts of record of the State of Florida, Volusia County.
- J. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties and supersedes all prior oral or written agreements. No waiver, modifications, additions or addendum to this Agreement shall be valid unless in writing and signed by both the CONTRACTOR and CITY.

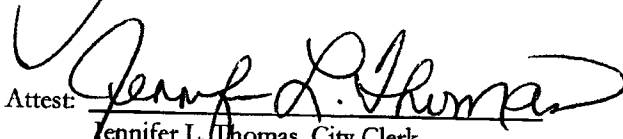
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this 18th day of February, 2015

THE CITY OF DAYTONA BEACH, FLORIDA


ALCALDE & FAY, LTD.

By: 
James V. Chisholm, City Manager

By: 
Danielle McBeth, Partner

Attest: 
Jennifer L. Thomas, City Clerk

Approved as to Legal Form

By: 
Marie Hartman, City Attorney

2014 – 2015 Federal Priorities:

- Funding for projects identified in City's flooding and drainage mitigation master plan.

- Public safety related funding for items such as personnel, equipment, and technology including support of COPS grants.

- Funding for City's priority economic development related infrastructure projects and economic development financial incentives.

- Funding for development and enhancement of recreational and cultural facilities.

- Funding support for operation of Safe Harbor program for homeless.

- Funding that will assist with neighborhood stabilization and redevelopment.

New Smyrna Beach



Agenda Item Details

Meeting Nov 10, 2015 - City Commission Regular Meeting
Category 12. CITY ATTORNEY'S REPORT
Subject Legislative Representation for the Islesboro Project
Access Public
Type Action
Preferred Date Nov 10, 2015
Absolute Date Nov 10, 2015
Recommended Action Approval

Public Content

Department Making Request: City Attorney

Summary Explanation and Background: Legislative representation on behalf of the City by Gray Robinson for a specific appropriation for the Islesboro project.

Funding Analysis:

[Lobbying Representation - Gray Robinson.pdf \(60 KB\)](#)

Administrative Content

Executive Content

GRAY|ROBINSON
ATTORNEYS AT LAW

Christopher L. Carmody
Attorney At Law
407-244-5649

CHRIS.CARMODY@GRAY-ROBINSON.COM

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ORLANDO, FLORIDA 32801
TEL 407-843-8880
FAX 407-244-5690

BOCA RATON
FORT LAUDERDALE
GAINESVILLE
JACKSONVILLE
KEY WEST
LAKELAND
MELBOURNE
MIAMI
NAPLES
ORLANDO
TALLAHASSEE
TAMPA

October 29, 2015

Frank Gummey, Esq.
City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, FL 32168

Re: Lobbying Representation

Dear Frank:

Thank you for your confidence in approving GrayRobinson's representation of City of New Smyrna Beach (the "City"). Our representation will include providing Executive and Legislative branch lobbying services during the 2016 session. Our representation under this engagement is solely confined to lobbying services for a specific appropriation as you direct and does not include legal services which may be contracted for separately at your discretion.

The purpose of this letter is to confirm the monthly retainer amount and to otherwise clarify the general terms and conditions under which GrayRobinson will provide representation. Robert Stuart, Jr. and Christopher Dawson will assist me with the scope of work listed above. Our flat fee retainer for the legislative representation will be \$10,000. If the item is in the legislative proposed budget our fee for the Executive Branch effort will be an additional \$10,000 to deal protecting the item from the Governor's veto.

The Florida Legislature's Joint Legislative Auditing Committee has issued guidelines on the application of the Executive and Legislative branch lobbying registrations and reporting of fees and costs. Based upon those guidelines, we will be registering to represent you before the Executive Branch as well as the Legislative Branch. Fees for registration are:

Executive Branch: \$25.00 per principal
Legislative Branch: \$50.00 for one principal and \$20.00 for each additional principal

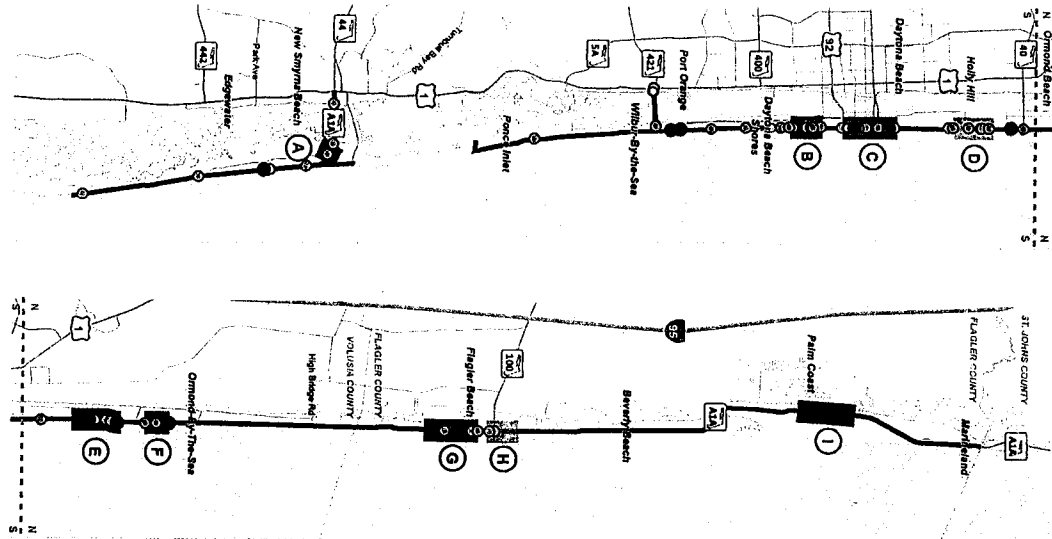
In addition to our fee, any out-of-pocket expenses incurred on your behalf including, but not limited to, lobbying registration fees will be billed to you as these charges are

MEMO

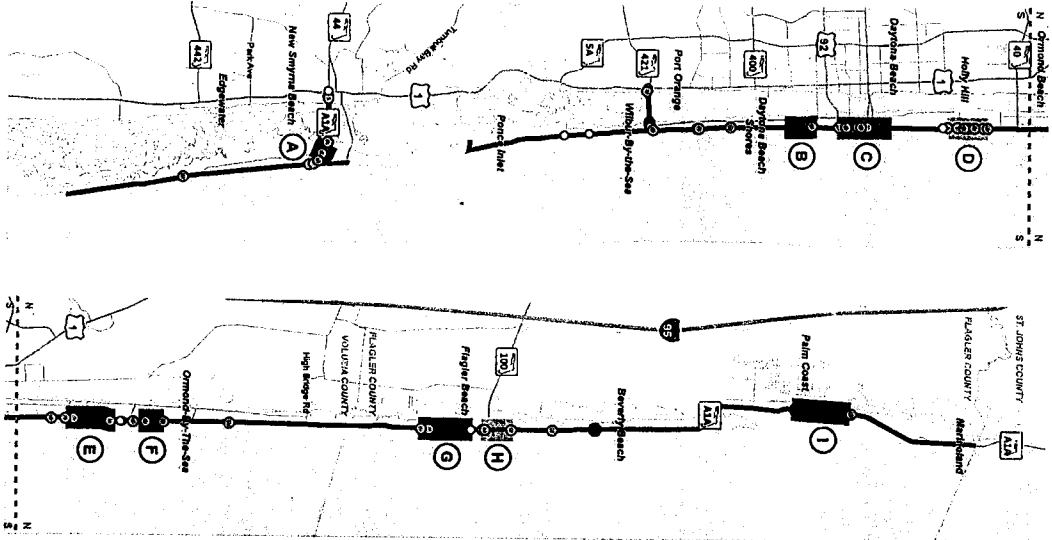
DATE: October 29, 2015
TO: Elected Officials, Bruce Campbell
FROM: Penny Overstreet
SUBJECT: Information from Commissioner Shupe

Please see the attached document from Commissioner Shupe. The document is in regards to the A1A Traffic /Crosswalk study the TPO is working on. Commissioner Shupe indicated he would speak on the issue under Commission comments at the November 12, 2015 regular meeting.

Pedestrian Crashes



Bicycle Crashes



Focus Location	Jurisdiction	From	To	Length (Miles)	Property Damage Only	Injury	Fatal	Total Crashes
A	New Smyrna Beach	3rd Ave.	Peninsula Dr.	0.80	0	9	0	9
B	Daytona Beach / Shores / Daytona Beach	Park Ave.	Frances Ter.	0.95	0	8	0	8
C	Daytona Beach	International Speedway Blvd.	Ocean Shore Resort (Just North of University Blvd.)	1.80	3	32	2	37
D	Daytona Beach / Ormond Beach	Plaza Blvd.	Rocketteller Dr.	1.15	1	15	0	16
E	Ormond Beach / Ormond-by-the-Sea	Sandcastle Dr.	Holland Rd.	1.45	0	7	3	10
F	Ormond-by-the-Sea	Kathy Dr.	Wisteria Dr.	0.70	0	6	1	7
G	Flagler Beach	S 23rd St.	S 11th St.	1.50	1	7	1	9
H	Flagler Beach	S 6th St.	N 13th St.	1.00	0	7	0	7
I	Flagler County	19th Rd.	Apache Dr.	1.80	0	1	2	3

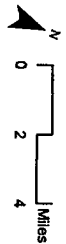


Figure 10: Potential Focus Areas and Crash Locations
Crash History 2009 - 2017

Motions From PARB for Item ~~(5)~~ 14 & 15

Item 15 **Motion** by Roseanne Stocker, seconded Joseph Pozzuoli, recommend approval of proposed Ordinance 2015-09 amending Ordinance 2015-03. The **motion** carried five to one with Rick Belhumeur voting no.

Item 14 **Motion** by Cathy Feind, seconded by Roseanne Stocker to recommend approval to the City Commission of Application RZ#15-10-01. We find the application is consistent with the comprehensive plan. The **motion** carried unanimously.

ORDINANCE 2015-12

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, PROVIDING FOR THE AMENDMENT OF THE OFFICIAL ZONING MAP AS PREVIOUSLY ESTABLISHED IN APPENDIX A LAND DEVELOPMENT REGULATIONS SECTION 2.03.03 OF THE CITY OF FLAGLER BEACH, FLORIDA, AS AMENDED AND SUPPLEMENTED; AMENDING THE OFFICIAL ZONING MAP FOR 2.94+/- ACRES OF CERTAIN REAL PROPERTY DESCRIBED AS TAX PARCEL IDENTIFICATION NUMBER 29-12-32-0000-01010-0010 FROM RECREATION PLANNED UNIT DEVELOPMENT (R-PUD) TO MEDIUM DENSITY RESIDENTIAL (MDR); PROVIDING FOR CONFLICTS, RATIFICATION OF PRIOR ACTS; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR THE TAKING OF IMPLEMENTING ADMINISTRATIVE ACTIONS; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR NON-CODIFICATION AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Caribbean Condominium, LP, the owner of certain real property ("subject property") comprising 2.94 acres more or less, has applied for and requested a rezoning to have said property rezoned from Recreation Planned Unit Development (RPUD) to Medium Density Residential (MDR), pursuant to the controlling provisions of State law and the Comprehensive Plan and Code of Ordinances of the City of Flagler Beach; and

WHEREAS, City staff has reviewed and recommended approval of the proposed rezoning to the Medium Density Residential zoning classification; and

WHEREAS, the Planning and Architectural Review Board conducted a public hearing to consider the proposed rezoning to the Medium Density Residential zoning classification and found said zoning classification to be in compliance with the City's Comprehensive Plan and recommended approval of the proposed rezoning; and

WHEREAS, the City Commission of the City of Flagler Beach has taken all actions relating to the rezoning action set forth herein in accordance with the requirements and procedures mandated by State law and the Comprehensive Plan and Code of Ordinances, including holding duly noticed public hearings on the proposed zoning change and hearing testimony of staff and the public regarding the rezoning.

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

SECTION 1. FINDINGS AND INTENT.

(a) The "Whereas" clauses set forth above are incorporated as the findings and intent of the City Commission of the City of Flagler Beach.

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SECTION 2. REZONING OF REAL PROPERTY.

(a) Upon the enactment of this Ordinance the subject property with Flagler County Tax Parcel Identification Number 29-12-32-0000-01010-0010 shall be rezoned from Recreation Planned Unit Development (RPUD) to Medium Density Residential (MDR), said property being legally described in Attachment "A," attached hereto and by this reference incorporated herein.

(b) Zoning Map Amendment. The Official Zoning Map of the City of Flagler Beach is hereby amended to change the classification of the subject property from Recreation Planned Unit Development (RPUD) to Medium Density Residential (MDR). City Staff is directed to promptly amend the Official Zoning Map upon the effective date of this Ordinance and to execute any other documents and take any other action as necessary to effectuate this change.

SECTION 3. CONFLICTS. All ordinances or part of ordinances in conflict with this Ordinance are hereby repealed to the extent of such conflict.

SECTION 4. SEVERABILITY. If any section, sentence, phrase, word, or portion of this Ordinance is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word, or portion of this Ordinance not otherwise determined to be invalid, unlawful, or unconstitutional.

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

PASSED ON FIRST READING THIS _____ DAY OF _____, 2015.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2015.

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

Linda Provencher, Mayor

ATTEST:

Penny Overstreet, City Clerk

LEGAL DESCRIPTION:

DESCRIPTION OF REAL ESTATE:

A PORTION OF SECTION 29 AND 30, TOWNSHIP 12 SOUTH, RANGE 32 EAST, FLAGLER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: FROM THE NORTHEAST CORNER OF PALM HAVEN SUBDIVISION. AS RECORDED IN MAP BOOK 27, PAGE 27, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH CENTRAL AVENUE; A 50 FOOT RIGHT-OF-WAY, RUN NORTH 21 DEGREES 48 MINUTES 08 SECONDS WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 130.00 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, RUN SOUTH 68 DEGREES 11 MINUTES 52 SECONDS WEST, A DISTANCE OF 86.00 FEET; THENCE SOUTH 59 DEGREES 08 MINUTES 59 SECONDS WEST, A DISTANCE OF 109.23 FEET; THENCE SOUTH 02 DEGREES 29 MINUTES 39 SECONDS EAST, A DISTANCE OF 400.00 FEET; THENCE SOUTH 87 DEGREES 30 MINUTES 21 SECONDS WEST, A DISTANCE OF 220.00 FEET; THENCE NORTH 02 DEGREES 29 MINUTES 39 SECONDS WEST, A DISTANCE OF 495.00 FEET; THENCE NORTH 68 DEGREES 11 MINUTES 52 SECONDS EAST, A DISTANCE OF 240.09 FEET; THENCE SOUTH 21 DEGREES 48 MINUTES 08 SECONDS EAST, A DISTANCE OF 105.22 FEET; THENCE NORTH 68 DEGREES 11 MINUTES 52 SECONDS EAST, A DISTANCE OF 130.00 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF SAID SOUTH CENTRAL AVENUE; THENCE SOUTH 21 DEGREES 48 MINUTES 08 SECONDS EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING.



#14

City of Flagler Beach

Planning and Building Department Staff Report: Application #RZ 15-10-01

OVERVIEW

Date: October 6, 2015

To: Chairperson and Planning and Land Development Regulation Board Members

From: Planning and Building Department

Subject: Application #RZ15-10-01; A rezoning request to change the zoning of 2.94+/- acres of land from Recreation Planned Unit Development (R-PUD) to Medium Density Residential District (MDR).

1. **Applicant Requested Action/Purpose:** The request is for a recommendation of approval to the City Commission of a rezoning from R-PUD (Recreation Planned Unit Development) to MDR (Medium Density Residential) District.

Property Owner: Caribbean Condominium Limited Partnership

Applicant: Mr. Dennis Bayer, Agent

Property Description: Generally flat, scrub vegetation

Site Location: S. Central Avenue (westerly side)/ intersection Clubhouse Dr.

Property ID #: 29-12-32-0000-0101-0010

Current FLUM designation: High Density Residential

Current Zoning designations: Recreation Planned Unit Development (RPUD)

Current Use: Vacant

Total Acreage: 2.94+/- acres (128,066+/- sq. ft.)

2. **Application:** (See Attachment 1)

3. **PUBLIC NOTIFICATION:**

- a) **Legal Advertisement:** Per Land Development Regulations (LDR's): Section 8.04.12. announcement of the rezoning application has been published in a newspaper of daily circulation in keeping with the requirements of F.S. 166.041 (See Attachment 2).
- b) **Public Notice:** Property owners within a radius of five hundred (500) feet of the subject property question have been notified by certified mail per records provided by the Flagler County Property Appraiser. (See Attachment 3). One correspondence has been received from the public and enclosed herein (See Attachment 4).

Clerk has on file removed to reduce paper

4. **Land Development Regulations Sections Affected (Zoning):** Article VIII ADMINISTRATION AND ENFORCEMENT; Rezoning Sec. 8.04.12.

5. **Report in Brief:**

The property is situated westerly of the intersection of Clubhouse Drive and S. Central Avenue (See Attachment 5 Location Map). Property Appraiser records indicate the owner of record Caribbean Condominium Limited Partnership acquired the subject property in November, 2001. The applicant requests a zoning map amendment changing the Official Zoning Map designation of the subject property from Recreation Planned Unit Development (R-PUD) to Medium Density Residential (MDR). The 2.94+/- acre parcel associated with this rezoning request carries with it, a history. Following is a timeline of specific actions which summarize the standing of the property as it pertains to this application request.

1. Ordinance 88-12: (See Attachment 6)
Purpose of action: To establish a zoning classification entitled Recreation Planned Unit Development District.
2. Ordinance 89-4: (See Attachment 7)
Purpose of action:
 - A. Official Zoning Map Amendment – Rezoning of 36.93 acres (Golf Course) from Recreation to Recreation Planned Unit Development (R-PUD)
 - B. Comprehensive Plan – Future Land Use Map amendment changing the Golf course property to Recreation/PUD
3. Development Agreement, Covenants and Restrictions – Executed March 27, 1989
Purpose of action: in part to;
 - I. Permit residential development within the golf course property not exceed an area of three (3) acres.
 - II. Permit no more than eighty-four (84) dwelling units.
 - III. Permit a building height not to exceed height of the Nautilus condominium (approx.. 85 ft. above grade).
 - IV. Provide a construction completion date no later than July 1, 2003.
4. Court Proceeding; Seventh Judicial Circuit, Flagler County; CASE NO. 2005-524-CA Division; FINAL JUDGEMENT ON THE PLEADINGS: (See Attachment 8)
Purpose of action: Final judgement and Order declaring the rights of the parties (property owner/City of Flagler Beach) under a development agreement which decrees in part, the following:
 - I. By virtue of Ordinance 89-4 the 2.94 acres was rezoned Recreation to R-PUD district.
 - II. Development Agreement approved by City of Flagler Beach March 23, 1989.
 - III. A portion of the "land" would be used for residential condominiums the construction of which established a completion date of July 1, 2003.
 - IV. The Development Agreement lapsed without construction of the condominium(s), any and all remaining rights, duties, or liabilities afforded the property owner expired.
 - V. The land continues to be zoned R-PUD and approval of any new development under such zoning requires a new Development Agreement.
 - VI. The "land" which was the subject of that Agreement is now governed by the City's land development code, current zoning, and comprehensive plan.

ANALYSIS

6. FUTURE LAND USE AND ZONING INFORMATION

The following table summarizes existing and proposed land use and zoning information for the subject property:

USE SUMMARY TABLE:

CATEGORY	EXISTING	PROPOSED
Future Land Use Map (FLUM)	High Density Residential (See Attachment 9)	N/A
Zoning District (Zoning Map)	Recreation Planned Unit Development (See Attachment 10.)	Medium Density Residential
Overlay District	N/A	N/A
Land Use	Vacant	Multi-family Residential
Acreage	2.94+/-	2.94+/-
Access	S. Central Avenue/Clubhouse Drive	S. Central Avenue/Clubhouse Drive

7. SURROUNDING LAND USES:

North: City of Flagler Beach FLUM: Golf Course
Zoning: Recreation

South: City of Flagler Beach FLUM: Golf Course
Zoning: Recreation

East: City of Flagler Beach FLUM: Golf Course
Zoning: Recreation

West: City of Flagler Beach FLUM: Golf Course
Zoning: Recreation

8. Standards for Review:

LDR's Article VIII ADMINISTRATION AND ENFORCEMENT; Rezoning Sec. 8.04.12. – Action(s) by the Planning and Architectural Review Board (PARB) and City Commission:

The PARBoard may recommend and the City Commission may enact an ordinance amending the zoning classification of the subject parcel. The adopted City of Flagler Beach *Land Development Regulations* lacks *specific standards for review* of a rezoning request; however, generally a request should be in compliance with the adopted Goals, Objectives, and Policies of the Comprehensive Plan and other relevant factors as may be deemed essential. In light of this circumstance the following considerations are proffered by staff to enable the PARB a definitive foundation upon which to render a recommendation to the City Commission.

A. The requested zoning designation must be consistent with the *Future Land Use designation* of the parcel as depicted on the adopted Future Land Use Map and as described in the Future Land Use Element of the adopted City of Flagler Beach Comprehensive Plan.

Finding: The Future Land Use designation of the City of Flagler Beach Comprehensive Plan Future Land Use Map for the subject property is *High Density Residential*. The requested zoning is in compliance with the current FLUM designation and does not require a land use amendment (See Attachment 11).

NOTE: Notwithstanding the Development Agreement (DA) having lapsed effective July 1, 2003, staff opines as to the standing of the FLUM designation (High Density Residential), that the FLUM designation and underlying zoning classification (R-PUD) remain in-tact (Ord. 89-4). This position is maintained inasmuch as the DA speaks only to the manner in which the "land" shall be developed and the timeframe to complete the construction approved therein. Additionally, reference is made to the Court Order decree(s) as adjudged by the Circuit Court; 2005.

B. The requested zoning designation must be consistent with the Goals, Objectives, and Policies of the City of Flagler Beach Comprehensive Plan.

Following are applicable Comprehensive Plan Objectives and specific Policy and Policy Findings. Each is evaluated as it relates to compliance or non-compliance with the stated Policy.

Objective A.1.2 9J-5.006(3) (b) 1

Upon plan implementation, the City of Flagler Beach shall regulate the location of future land use and development with regard to appropriate topography and soil conditions, as described by the following policies:

Policy A.1.2.1 9J-5.006(3)(c)(6)

The City of Flagler Beach shall review all future *re-zoning* applications and subdivisions for development compatibility with topography, soil conditions, and natural resources.

Finding: The property lies within a larger parcel which previously housed a golf course. The parcel which is the subject of this application was specifically established to support residential development within an expanse of open space (golf course). The physical characteristics are consistent with that of the surrounding developed area which supports a diversity of residential uses.

More specifically, the adjacent land uses to the north and west are Low Density Residential in nature and significantly separated from the subject property. To the south and east the residential uses are primarily comprised of Medium Density Residential, High Density Residential and an area of General Commercial. And like the uses to the north and west, well detached. As such, the requested zoning classification and permitted uses are determined to be compatible with proximate residential and commercial zoning and land uses.

NOTE: the subject property lies within a designated Special Flood Hazard Area (100 year floodplain), which if, and when development were to occur, will require meeting zone specific development standards and stormwater requirements.

Policy A.1.2.4 9J-5.006(3) (c) 6

Application filing procedures shall require topographic, soil condition, flood hazard zone and wetland zone and wetland information on all land surveys filed in support of a land use amendment, zoning change or land subdivision.

Finding: A certified Boundary Survey has been provided as an element of the Application materials. The data included is deemed sufficient for this process given data previously provided and/or discussed as an element of an earlier submitted land use change amendment application (2008). The survey does not indicate the presence of wetlands, references flood zone status and other relevant data that is typically incorporated into an American Land Title Association (ALTA)/American Congress on Surveying and Mapping (ASCM) survey document.

Objective A.1.13 9J-5.006(3) (b) 3

Coordinate all new development and *rezoning* with the land use categories, densities and intensities as outlined in the City's adopted Comprehensive Plan.

Policy A.1.13.2 9J-5.006(3) (c) 2

The City of Flagler Beach shall discourage the issuance of variances, special use permits, building permits or *zoning changes* in any case where the proposed land use is not consistent with the City of Flagler Beach duly adopted Comprehensive Plan.

Finding: The requested rezoning classification is in compliance with the land use categories, densities and intensities as outlined in the City's adopted Comprehensive Plan as indicated in the below table (See Standard of Review A. above for further edification).

Parcel Area	FLUM Current	Maximum Density	FLUM Proposed	Maximum Density	Maximum Dwelling Units
2.94+/- acres	High Density Residential	18 units per acre	Medium Density Residential	14 units per acre	42*

*Subject to meeting all applicable site development standards of the LDR's

Objective A.1.4 9J-5.006(3) (b)7

In order to discourage the proliferation of urban sprawl, upon plan adoption, new residential construction shall be guided to infill lots on existing streets in areas already served with water and sewer facilities.

Policy A.1.4.1 9J-5.006 (3) (c) 7

Flagler Beach shall extend roads and other utilities only when they promote compact contiguous patterns of development.

Finding: The site is an infill parcel and contiguous to developed residential uses; the surrounding community is served by a central water and sewer system.

Objective A.2.3. 187.201 (15) (b) 1, 2, 3

The City of Flagler Beach shall protect private property rights and recognize the existence of private interests in land use.

Policy A.2.3.1

The City of Flagler Beach will regulate the use of land only for valid public purposes in a reasonable manner, in accordance with due process.

Finding: This rezoning request is a quasi-judicial procedure and as such, falls within the purview of a due process circumstance. The land use(s) associated with the requested rezoning will provide alternative residential opportunities consistent with the visioning of the City of Flagler Beach Comprehensive Plan and Future Land Use Map.

C. The requested zoning designation must be compatible with the adjacent and surrounding land uses. Land uses shall include, but not be limited to permitted uses, structures, and activities allowed within the Future Land Use category.

Finding:

The proposed Medium Density Residential zoning for the subject property is compatible with:

- I. The surrounding area as it relates to the Comprehensive Plan Future Land Use Map designation for the neighboring community.
- II. The surrounding area as it relates to current land uses and the City of Flagler Beach Official Zoning Map.

D. The requested zoning will not adversely impact or exceed the capacity or the fiscal ability of Flagler County to provide available public facilities, including transportation, water and sewer, solid waste, drainage, recreation, education, fire protection, library service and other similar public facilities.

Finding: Roadway infrastructure, utility service capacity and current level of service are sufficient to accommodate the maximum number of units that could eventually be developed on the subject property. These considerations (i.e. Level of service standards, capacity, reserves, etc.) will be evaluated in greater detail at the time of development if and when that should occur. Notwithstanding development review, the following analysis summarizes the effects of development based on the impact of 42 dwelling units on current levels-of-service.

- a) As to transportation, and transportation impacts, in 2008 an application was submitted to the City of Flagler Beach requesting a land use amendment to change the FLUM designation of the subject property and golf course (36+/- total ac.) from Recreation and High Density Residential to Low Density Residential. The number of dwelling units associated with the proposed amendment totaled 160 dwelling units.

Based on the findings of a traffic analysis conducted for that process all neighboring roadway segments inclusive of A-1-A were determined to have sufficient capacity. That scenario amounts to four times the number of units (160 vs 42) that would be permitted by virtue of the requested zoning change. The above is offered only to demonstrate that adopted levels-of-service for all affected roadways would not be compromised.

- b) As to utility service capacity, and impacts as the result of the zoning change request, the following table indicates that notwithstanding other commitments sufficient capacity is available to support the maximum number of units should development avail itself and levels -of-service for potable water and sanitary sewer will not be lowered.

Utility Service	Residential Units	Gallons Per Day (Based on 250 GPD* multiplier)	Plant Capacity	Capacity Expended
Potable Water	42	10,500 GPD*	1 million GPD*	600,000 GPD*
Waste water	42	10,500 GPD*	1 million GPD*	500,000 GPD*

*GPD= Gallons Per Day

- c) As to solid waste, the Comprehensive Plan adopted level of service for the City of Flagler Beach is established at 3.71 lbs. per capita per day. Assuming 42 additional residential units, at 2 persons per household with 84 additional residents, the total amount of solid waste anticipated to be generated is approximately 312 lbs. per day. Presently, the regional landfill has adequate capacity to sustain the adopted level-of-service. Additionally, an operating City of Bunnell transfer station affords an enhanced level-of-service opportunity.

E. The requested zoning shall not be approved if any of the proposed permitted uses or activities result in a public nuisance.

Finding: The principal permitted uses allowed in the Medium Density Residential district are consistent and deemed compatible with that of the neighboring area and therefore presumed that typical nuisances, if any, would be no more or less than that experienced currently in the surrounding area.

F. The requested zoning shall not be approved if any of the proposed traffic flow of the permitted uses have an unreasonable impact on the contiguous and surrounding area; or if the proposed traffic has an unreasonable impact upon the projected wear and tear of any public roadway designed to carry lighter traffic than proposed with the rezoning; or if the proposed traffic results in an unreasonable danger to the safety of other traffic, pedestrians, and bicyclists.

Finding: The requested MDR rezoning, based upon traffic impact studies conducted in 2008 for a land use amendment with a greater density resulted in negligible impacts. As such, given maximum development, it has been demonstrated transportation and traffic related concerns will result in a di minimus impact to the surrounding community (See Attachment 12. 2008 Traffic Impact Study by PBS &J).

RECOMMENDATION:

Planning and Architectural Review Board recommend City Commission approve Application RZ#15-10-01: Rezone of Parcel I.D. No. 29-12-32-0000-0101-0010 from Recreation Planned Unit Development to Medium Density Residential predicated based upon compliance with applicable Objectives and Policies of the Comprehensive Plan.

Enclosures:

- Attachment 1..... Application
- Attachment 2..... Legal Advertisement
- Attachment 3 Public Notice/Property Appraiser Property Owner List
- Attachment 4..... Public Comments
- Attachment 5.... Aerial/Location Map
- Attachment 6..... Ordinance 88-12
- Attachment 7.... Ordinance 89-4
- Attachment 7a... Development Agreement
- Attachment 8..... Seventh Judicial Circuit, Flagler County; CASE NO. 2005-524-CA Division
- Attachment 9..... Future Land Use Map
- Attachment 10... Zoning Map
- Attachment 11... Florida Dept. of Economic Opportunity – Land Use Amendment Response
- Attachment 12.... 2008 Traffic Impact Study PBS&J Summary (Excerpt)

Nowell, Bayer & Maguire

Flagler Law Attorneys

Website: www.flaglerlaw.com

Sidney M. Nowell, P.A.
Dennis K. Bayer, Esq.
Matthew C. Maguire, Esq.

Reply to:
Flagler Beach
109 South 6th Street, Suite 200
Flagler Beach, FL 32136
Tel: 386-439-2332
Fax: 386-439-6522

August 10, 2015

Larry Torino, Acting City Planner
City of Flagler Beach
113 S. 3rd Street
Flagler Beach, FL 32136

AUG 10 2015

RE: Rezoning Application, Carribbean Condominium Limited Partnership

Dear Mr. Torino,

This letter serves as the written statement in support of the rezoning application for the 2.92 acre parcel known as the Carribbean Condominium. As you are well aware, this parcel has a long history with the city as to the various efforts undertaken to develop the site since 1999.

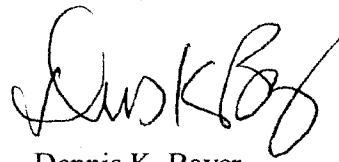
The property is currently zoned RR PUD according to a ruling issued by Judge Hammond related to the issues on the expiration of the development agreement. The Future Land Use designation of the site is High Density Residential which allows for up to 19 units per acre. Under Florida law, a property owner is entitled to rezone property in a manner that is consistent with the FLU designation. The City does not have a corresponding zoning category for high density residential, therefore a medium density zoning would be appropriate. My client has agreed to a cap of 42 units for the entire parcel, subject to compliance with the applicable technical site development requirements.

The intent is to develop the property in a manner consistent with the South Beach Condominiums located to the south east of the site. Buildings will be of a similar dimension and height. There will not be a commercial component to the project.

The site is currently vacant uplands with the only improvements being the former driving range. There are no wetlands on this site. Vehicular access and utilities are provided through the parking area of the golf course through an easement. Utilities will tie in to the existing facilities. The application is compatible with existing development in the area which is a mix of multi-family and single family uses. A site plan for development will be provided once the density and zoning issues are resolved. When the site plan is submitted, all buildings will comply with the height requirements, set backs and other development criteria.

Enclosed you will find the application check, the plot plan, the aerial photograph and the legal description. I am also enclosing a survey. Please contact my office should you have any questions or comments about this application.

Sincerely,

A handwritten signature in black ink, appearing to read "DKB" with a stylized flourish extending from the end.

Dennis K. Bayer

DKB/shw

RETURN TO:
JAMES L. REINMAN, ESQ. (KAV)
110 EAST GRANADA BLVD., #104
ORMOND BEACH, FL 32176
(904)673-6733

OFF REC 0790 PAGE 1119

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made the 21st day of November 2001, between Ocean Palm Condominium Ventures, Inc., a Florida corporation ("Grantor"), whose address is 3600 South Central Avenue, Flagler Beach, FL, 32126, and Caribbean Condominium Ventures, Inc., a Florida corporation ("Grantee") address is 3600 South Central Avenue, Flagler Beach, FL, 32126,

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

WITNESSETH: That said Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00), and other good and valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in Volusia County, State of Florida, viz:

FOR LEGAL DESCRIPTION: SEE SCHEDULE A ATTACHED HERETO AND INCORPORATED HEREIN.

SUBJECT TO taxes for 2001 and subsequent years.
SUBJECT TO zoning, restrictions, prohibitions, and other requirements imposed by governmental authority; restrictions and matters appearing on the plat or otherwise common to the subdivision; and public utility easements of record; this reference to said restrictions shall not operate to reimpose the same.

TOGETHER with all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining TO HAVE AND TO HOLD the same in fee simple forever.

AND the Grantor hereby warrants and defends against the lawful claims and demands of all persons claiming by, through or under Grantor, but against none other.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents this 30th day of November 2001.

Signed, sealed and delivered in the presence of:

Melissa Hildreth
Witness
Printed Name: Melissa Hildreth

OCEAN PALM CONDOMINIUM VENTURES, INC.
A Florida corporation

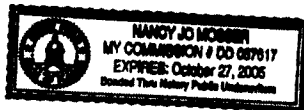
Nancy Jo Mosser
Witness
Printed Name: Nancy Jo Mosser

Stephen B. Cejner
BY: Stephen B. Cejner, President

STATE OF Florida)
COUNTY OF Volusia) ss

The foregoing instrument was acknowledged before me this 30th day of November 2001, by Stephen B. Cejner, President, Ocean Palm Condominium Ventures, Inc., a Florida corporation, on behalf of said corporation, who is personally known to me and did not take an oath.

Nancy Jo Mosser
NOTARY PUBLIC
Typed Or Printed Name:
Commission Number:
Commission Expires:



Attachment # 3



City of Flagler Beach
PO Box 70 105 South 2nd Street
Flagler Beach, Florida 32136
Phone (386) 517-2000. Fax (386) 517-2008

PETITION FOR REZONING - (ZR)

TITLE CERTIFICATE WILL BE REQUIRED AS PROOF OF OWNERSHIP

PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION:

PETITIONER: Caribbean Condominium Ltd. Partnerships
ADDRESS: 530 Riverside Dr., Ormond Beach Fl
CONTACT NUMBERS: HOME: WORK 386 439 2332 FAX 386 439 6522

PETITIONER'S RELATION TO SUBJECT PROPERTY: Owner

LEGAL DESCRIPTION OF SUBJECT PROPERTY (Attach if necessary): See attached property

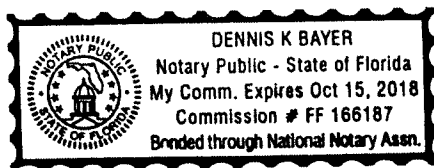
PRESEN ZONING: R PUD appraiser print out REQUESTED ZONING RFD MDR

(NOTE: IF MORE THAN ONE ZONING CLASSIFICATION IS REQUESTED, ATTACH A COMPLETE LEGAL DESCRIPTION FOR EACH ZONING CLASSIFICATION REQUESTED.)

PROVIDE REASONS AND JUSTIFICATION FOR REQUESTED ZONING (See Item 4 on page 2) Written Statement, Attached): See written statement

STATE OF FLORIDA, County of Flagler

Subscribed and Sworn to (or affirmed) before me by [Signature] AUG 7 2015



SIGNATURE OF PETITIONER

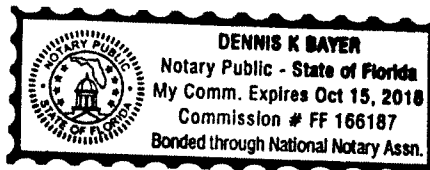
Stephen B. Ceyner
PETITIONER'S NAME (Print/Type)

530 Riverside Dr., O. B Fl
ADDRESS (Street, City) & Phone Number

This 7th day of Aug, 2015. Who is personally known to me or has produced identification.

FF 166187
Commission Number & Expiration

[Signature]
Notary Public



FOR USE WHEN PETITIONER IS THE OWNER OF SUBJECT PROPERTY

This is to certify that I am the owner in fee simple of subject lands described above in the Petition for Rezoning.

STATE OF FLORIDA,
County of Flagler

Subscribed and Sworn to (or affirmed) before me by

SIGNATURE OF OWNER

OWNER'S NAME (Print/Type)

ADDRESS (Street, City) & Phone Number

This ____ day of _____, 20____. Who is personally known to me or has produced _____ as identification.

Commission Number & Expiration

Notary Public

FOR USE WHEN PETITIONER IS THE AGENT OF THE OWNER OF SUBJECT PROPERTY

This is to certify that I am the owner of subject lands described above in the Petition for Rezoning and that I have authorized _____ to make and file the aforesaid Petition for Rezoning..

STATE OF FLORIDA,
County of Flagler

Subscribed and Sworn to (or affirmed) before me by

[Signature]

SIGNATURE OF OWNER

STEPHEN B. CEJNER

OWNER'S NAME (Print/Type)

530 Riverside Dr. O.B. FL

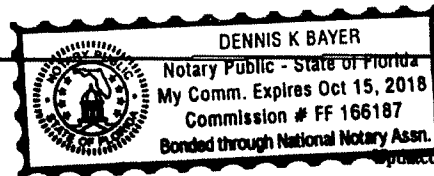
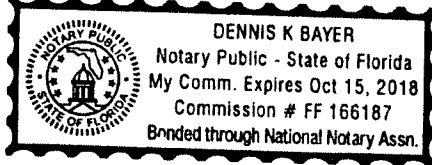
ADDRESS (Street, City) & Phone Number

This *7th* day of *August*, 20____. Who is personally known to me or has produced _____ as identification.

Commission Number & Expiration

[Signature]

Notary Public



CHECKLIST OF SUBMITTAL REQUIREMENTS FOR STANDARD DISTRICT REZONINGS

	Applicant Initials	Intake Initials	Requirements
1.	<u>DB</u>	<u>JA</u>	Fee Payment
2.	<u>DB</u>	<u>JA</u>	Application (Included in this packet)
2.2	<u>DB</u>	<u>JA</u>	Copy of Recorded Deed(s) (Can be obtained in room 115 of the County Courthouse)
3.	<u> </u>	<u>JA</u> <i>City</i>	Public Notice (Notice Letters and Affidavits will be obtained at time of filing.)
4.	<u>DB</u>	<u> </u>	Written Statement
5.	<u>DB</u>	<u> </u>	Existing or Potential Zoning Violation
6.	<u>DB</u>	<u> </u>	Legal Description
7.	<u>DB</u>	<u>N.A.</u> <i>JA</i>	Plot Plan
8.	<u>DB</u>	<u> </u>	Aerial Photographs (1.0 acre or more, available at County Courthouse),

2015 FLORIDA LIMITED PARTNERSHIP REINSTATEMENT

DOCUMENT# A01000001561

Entity Name: CARIBBEAN CONDOMINIUM LIMITED PARTNERSHIP

Current Principal Place of Business:

3600 SOUTH CENTRAL AVENUE
FLAGLER BEACH, FL 32126

Current Mailing Address:

530 RIVERSIDE DRIVE
ORMOND BEACH, FL 32176 US

FEI Number: 59-3757661

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

VAUGHAN, KATHRYN AESQ.
110 EAST GRANADA BLVD., SUITE 104
ORMOND BEACH, FL 32176 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: KATHRYN VAUGHAN AESQ

08/17/2015

Electronic Signature of Registered Agent

Date

General Partner Detail :

Document # P01000108165
Name CARIBBEAN CONDOMINIUM
VENTURES, INC.
Address 110 E. GRANADA BLVD., SUITE 104
City-State-Zip: ORMOND BEACH FL 32176

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a general partner of the limited partnership or the receiver or trustee empowered to execute this report as required by Chapter 620, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: STEPHEN CEJNER

MM

08/17/2015

Electronic Signature of Signing General Partner Detail

Date



Sales In Area	Previous Parcel	Next Parcel	Return to Main Search	Flagler Home
-------------------------------	---------------------------------	-----------------------------	---------------------------------------	------------------------------

Property Record Card

Owner and Parcel Information

Owner Name	CARRIBBEAN CONDOMINIUM LIMITED PARTNERSHIP	Today's Date	August 7, 2015
Mailing Address	530 RIVERSIDE DRIVE ORMOND BEACH, FL 32176	Parcel Number	29-12-32-0000-01010-0010
Location Address	3600 CENTRAL AVE S	Tax District	FLAGLER BEACH AREA (District 21)
Property Usage	VACANT COM (001000)	2014 Millage Rates	21.63550
		Homestead	N

Value Information

	2013 Certified Values	2014 Certified Values	2015 Preliminary Values
Building Value	\$0	\$0	\$0
Extra Feature Value	\$1,437	\$1,437	\$1,437
Land Value	\$73,500	\$73,500	\$735
Land Agricultural Value	\$0	\$0	\$0
Agricultural (Market) Value	\$0	\$0	\$0
Just (Market) Value*	\$74,937	\$74,937	\$2,172
Assessed Value	\$74,937	\$74,937	\$2,172
Exempt Value	\$0	\$0	\$0
Taxable Value	\$74,937	\$74,937	\$2,172
Protected Value	\$0	\$0	\$0

Legal Information

2.942 AC PT SECS 29 & 30-12-32BGN NW CRNR PALM HAVEN SUBD BEING ON W RW S CENTRAL AVE, N21.4808W ALONG RW 130' TO POB-DEPART RW S 68.1152W 86', S 59.0859W 109.23', S 02.2939E 400', S 87.3021W 220', N 02.2939W 495', N 68.1152E 240.09'S 21.4808E 105.22', N 68.1152E 130' TO WLY RW S CENTRAL AVE, S 21.4808E ALONG RW 40' TO POB OR 649 PG 908 OR 790 PG 1119 OR 815 PG 585-CD OR 815 PG 587-CD

The legal description shown here may be condensed for assessment purposes. Exact description should be obtained from the recorded deed.

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

Building Information

No buildings associated with this parcel.

Extra Features Data

Description	Units	Effective Year Built
ASPH PRKG SPACE AVG	8 UT	1995

Sale Information

Sale Date	Sale Price	Instrument	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor
11-01-2001	\$ 100,000	N/A	790	1119	Qualified	Vacant	OCEAN PALM CONDOMINIUM
03-01-1999	\$ 100,000	N/A	649	908	Qualified	Vacant	
01-01-1900	\$ 84,672	N/A	Q	Q	Qualified	Vacant	CONVERSION

Land Information

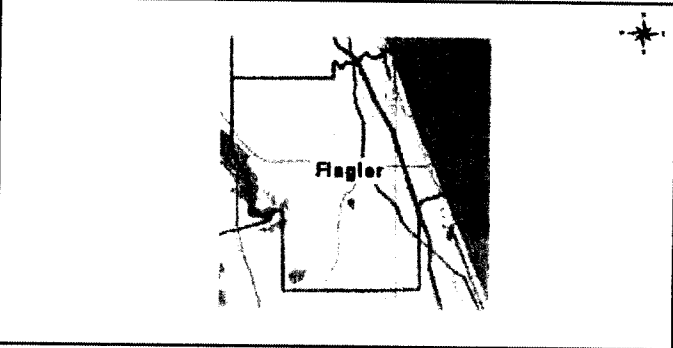
For land plat information see [Flagler Clerk of Court Website](#)

The Flagler County Property Appraiser's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The Senior Exemption Does Not Apply to All Taxing Authorities. Just (Market) Value is established by the Property Appraiser for ad valorem tax purposes. It does not represent anticipated selling price. Working values are subject to change. Website Updated: August 4, 2015

© 2011 by the County of Flagler, FL | Website design by [qpublic.net](#)



Parcel: 29-12-32-0000-01010-0010 Acres: 2.94	
Name:	CARRIBBEAN CONDOMINIUM LIMITED
Site:	3600 CENTRAL AVE S
Sale:	100,000 on 11-2001 Reason=Q Qual=Y
	PARTNERSHIP
Mail:	530 RIVERSIDE DRIVE
	ORMOND BEACH, FL 32176
	Land Value
	Building Value
	Misc Value
	Just Value
	Assessed Value
	Exempt Value
	Taxable Value



The Flagler County Property Appraiser's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. PLEASE NOTE THAT THE PROPERTY APPRAISER MAPS ARE FOR ASSESSMENT PURPOSES ONLY NEITHER FLAGLER COUNTY NOR ITS EMPLOYEES ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS —THIS IS NOT A SURVEY—

Date printed: 08/07/15 : 12:14:04

Attachment # 2

THE NEWS-JOURNAL

Published Daily and Sunday
Daytona Beach, Volusia County, Florida

State of Florida,
County of Volusia

Before the undersigned authority personally appeared

Cynthia Anderson

who, on oath says that she is

LEGAL COORDINATOR

of The News-Journal, a daily and Sunday newspaper,
published at Daytona Beach in Volusia County, Florida; the
attached copy of advertisement, being a
.....

PUBLIC NOTICE

L 2156369

in the Court,
was published in said newspaper in the issues.....

SEPTEMBER 12, 2015

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

Cynthia Anderson
.....

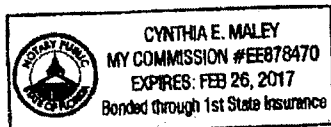
Sworn to and subscribed before me

This 14TH of SEPTEMBER

A.D. 2015

Ray H. E. Maley
.....

49D



0907156369

CITY OF FLAGLER BEACH
NOTICE OF PROPOSED
OFFICIAL ZONING MAP
AMENDMENT RZ-15 -10 -01

The City of Flagler Beach Planning and Architectural Review Board (PARB) will consider and make a recommendation to the City Commission regarding Ordinance No. 2015-XX Entitled:

ORDINANCE NO. 2015 - XX

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, PROVIDING FOR THE AMENDMENT OF THE OFFICIAL ZONING MAP AS PREVIOUSLY ESTABLISHED IN APPENDIX A LAND DEVELOPMENT REGULATIONS SECTION 2.03.03 OF THE CITY OF FLAGLER BEACH, FLORIDA, AS AMENDED AND SUPPLEMENTED; AMENDING THE OFFICIAL ZONING MAP FOR 2.94+- ACRES OF CERTAIN REAL PROPERTY DESCRIBED AS TAX PARCEL IDENTIFICATION NUMBER 29-12-32-0000-01010-0010 FROM RECREATION PLANNED UNIT DEVELOPMENT (RPUD) TO MEDIUM DENSITY RESIDENTIAL (MDR); PROVIDING FOR CONFLICTS; RATIFICATION OF PRIOR ACTS; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR THE TAKING OF IMPLEMENTING ADMINISTRATIVE ACTIONS; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR NON-CODIFICATION AND PROVIDING FOR AN EFFECTIVE DATE.

Caribbean Condominium Limited Partnership is requesting this Official Zoning Map amendment for property currently zoned Recreation Planned Unit Development (RPUD) to Medium Density Residential (MDR). The property consists of 2.94+- acres and generally situated on the westerly side of South Central Avenue and lying west of the terminus of Clubhouse Drive (See Location Map below). Public Hearings will be conducted for this request as follows:

Planning and Architectural Review Board: October 6, 2015 at 5:30 p.m.
City Commission: First reading October 22, 2015 6:00 p.m. or as soon thereafter
City Commission: Second Reading November 12, 2015 6:00 p.m. or as soon thereafter

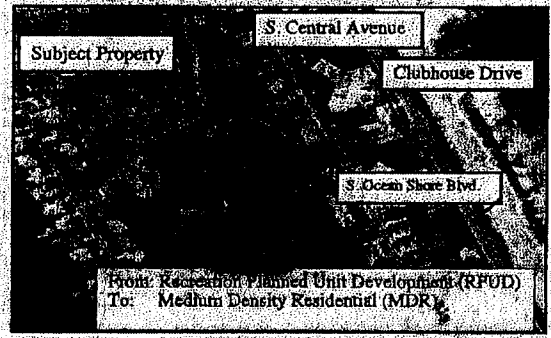
The public hearings may be continued to a future date or dates. The times and dates of any continuances of a public hearing shall be announced during the public hearing without any further published notice. The request will be heard in the City Commission Chambers located at 105 South Second Street,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

A copy of this notice, the file relating to the proposed Official Zoning Map amendment and the proposed ordinance are available for public inspection during regular business hours Monday through Friday from 8:00 a.m. to 5:00 p.m. at 105 South Second Street, Flagler Beach, Florida. The public is encouraged to participate in the processes and procedures of the City and to request copies of the proposed ordinance.

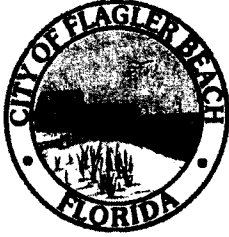
Any person wishing to express his/her opinion may submit written comments regarding the proposed amendment to the City through the Planning and Building Department. Comments should be made as early as possible to ensure full consideration.

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

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



Attachment # 2



City of Flagler Beach

P.O. Box 70 • 116 3rd Street South
Flagler Beach, Florida 32136

Phone (386) 517-2000 • Fax (386) 517-2016

September 9, 2015

NOTICE OF PUBLIC HEARING

RE: Notice of Zoning Request Change: Application No. RZ-15-10-01

Dear Sir or Madam,

Notice of Intent is hereby given that the City of Flagler Beach Planning and Building Department has received a request to re-designate the current zoning district of 2.94+/- acres of land from Recreation Planned Unit Development (RPUD), as depicted on the Official Zoning Map of the City of Flagler Beach, to Medium Density Residential (MDR) will be heard on the dates indicated below. The property associated with this rezoning request is designated High Density Residential on the City of Flagler Beach Future Land Use Map. The location of the "Subject Property" is shown on the map included below. This action is taken pursuant to the application of record identified No. RZ-15-10-01 filed on behalf of Caribbean Condominium Ltd. Partnership, represented by Dennis K. Bayer, Attorney at Law.

This proposed application may be inspected at the office of the Planning and Building Department, 116 S. 3rd Street, Flagler Beach, FL 32136. Notice is hereby given of the following public hearings, which will be held in the City Commission Chambers at City Hall, 105 S. 2nd Street, Flagler Beach, Florida:

Planning and Architectural Review Board: October 6, 2015 @ 5:30 p.m.

City Commission: First reading October 22, 2015 @ 6:00 p.m. or as soon thereafter

City Commission: Second Reading November 12, 2015 @ 6:00 p.m. or as soon thereafter

All interested parties are invited to attend.

Please direct any questions to the Planning and Building Department at (386) 517-2000 Ext 230.

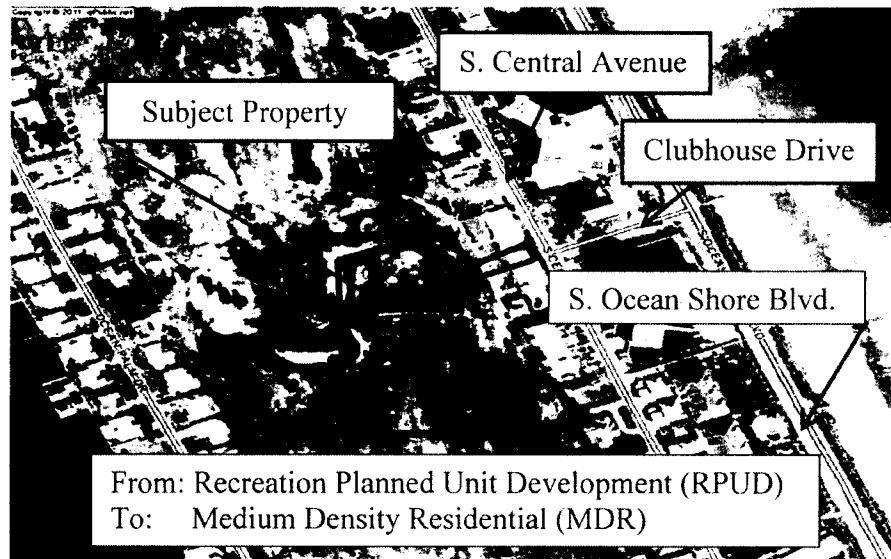
RECORD REQUIRED TO APPEAL: In accordance with Florida Statute 286.0105 if you should decide to appeal any decision the board, agency or Commission makes about any matter at the meeting, you will need a record of the proceedings. You are responsible for providing this record. You may hire a court reporter 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 the CD are only made upon request. The City is not responsible for any mechanical failure of the recording equipment.

Planning and Building Department

In accordance with the American with Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the Secretary at (386) 517-2000 ext. 231 at least seventy-two (72) hours prior to the meeting.

Please take notice that individual Elected Officials of the City of Flagler Beach may attend the Planning and Architectural Review Board meeting. Those Elected Officials who attend will not take any action or take any vote at this committee meeting. This is not an official meeting of the Flagler Beach City Commission. This notice is being provided to meet the spirit of the Sunshine Law to inform the public that Elected Officials may be present at this board meeting.

LOCATION MAP



Attachment # 4

3580 South Oceanshore Boulevard
Unit # 209
Flagler Beach, Florida 32136

September 5, 2015

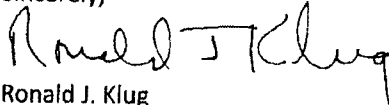
To: Planning and Architectural Review Board
Subject: Application No RZ-15-09-01

I reside in Unit # 209 of the Nautilus Condo at 3580 South Oceanshore Blvd., Flagler Beach.
I am opposed to the zoning request on behalf of Caribbean Condominium Ltd. Partnership.

This property sits between two major state Recreational Parks and the inclusion of new additional homes will distract from the surrounding properties. Since the parcel has been designated Recreational Planned Unit Development, I can see no reason to consider a change to Medium Density Residential.

Flagler Beach has ample residential areas of growth. I believe the town would benefit from more recreational planned unit development and to maintain and improve what recreational areas we are fortunate to have already.

Sincerely,


Ronald J. Klug

ORDINANCE 88-12

AN ORDINANCE AMENDING ORDINANCE 81-1, CITY OF FLAGLER BEACH ZONING REGULATIONS, ARTICLE IV, DISTRICT REGULATIONS SCHEDULE 1 BY PROVIDING FOR THE CREATION OF A NEW ZONING DISTRICT, RECREATION/PUD: PROVIDING FOR THE USES PERMITTED IN THE NEWLY CREATED ZONING DISTRICT: ESTABLISHING PROCEDURES FOR RECREATION/PUD APPROVAL PROCESS: REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH AND SETTING AN EFFECTIVE DATE HEREOF.

WHEREAS, the City of Flagler Beach, Florida desires to provide for recreational sites and facilities in conjunction with residential uses in certain areas of the City as it now exists and as the City may exist in the future due to annexations and in order to provide for the recreational needs in conjunction with residential uses in the city in those areas, the City finds that it is in the best interest of the health, safety and welfare of its citizens to create a zoning district to be entitled Recreation/PUD.

NOW THEREFORE, it is ordained as follows:

1. Ordinance 81-1, City Zoning Regulations, Article IV, Schedule 1, is amended by adding thereto the zoning classification to be entitled Recreation/PUD.

2. The purpose of this District is to provide for sites and facilities that offer recreational uses in conjunction with planned unit development residential projects. It is intended that this district shall apply to relatively large areas of land, generally thirty (30) acres or more, where the City finds that preserving much of the open space in the area of land while at the same time allowing reasonable residential development will best meet the recreational needs of the citizens of Flagler Beach as well as the associated residential development. It is contemplated that permitting residential development of the subject area to be compacted into a relatively small area with higher density levels and building heights than otherwise provided in the City will have the effect of preserving wider expanses of open space and recreational space for the remainder of the project.

3. Uses permitted in the Recreation/PUD zoning district shall be those uses presently permitted in the recreation zoning district of the City, including the principal and accessory uses allowed. In addition thereto, Planned Unit Development for residential purposes shall be permitted as a special exception use subject to the regulations applicable to special exception uses and Planned Unit Developments generally in the zoning regulations except as modified specifically herein.

4. The regulations concerning special excetion uses and planned unit development requirements, including the procedures therein, shall apply to the Recreation/PUD zoning district, except, however, as set forth as follows:

- a. Density: Density shall be limited to three

residential units (or equivalent living unit as defined in the Ordinances of the City pertaining to Impact Fees) per usable acre, that is land area above the mean high water mark and land area which is not comprised of wetlands as defined under the rules and regulations of the Florida Department of Environmental Regulation and Department of Natural Resources and as the same may be amended from time to time.

b. No commercial activities will be permitted the the Recreation/PUD District except those specifically relating to the recreational use pertaining to the planned unit development.

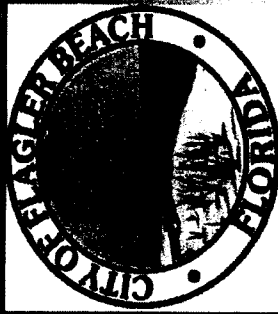
c. A Recreation/PUD shall contain a minimum of thirty (30) acres. A lesser minimum area may be approved if the City Commission determines that the intent and purpose of the Recreation/PUD regulations and express municipal development policy can be served in the particular case before the Commission.

d. Maximum Building Height: The maximum building height generally applicabe in PUD zones shall be applicabe, however the City and the developer may enter into an agreement permitting a maximum building height not to exceed one hundred (100') feet above grade in conjunction with the approval of the concept plan in order to maximize the open space associated with the Recreation/PUD.

e. At the concept approval stage of any Recreation/PUD project the City and Developer shall enter into a development agreement, which shall contain the following mimnimum provisions:

1. Development Schedule: An agreed upon development schedule which shall set forth the anticipated starting construction date and anticipated completion of construction date. A final approved development schedule shall be strictly adhered to and in the event a starting construction date or completion construction date is not adhered to, then in the absence of a waiver by the City, the building height limitation shall revert to thirty-five (35') feet and shall be restricted to the area for buildig structures as set forth in the approved concept plan and the open space contained therein shall remain as open space.

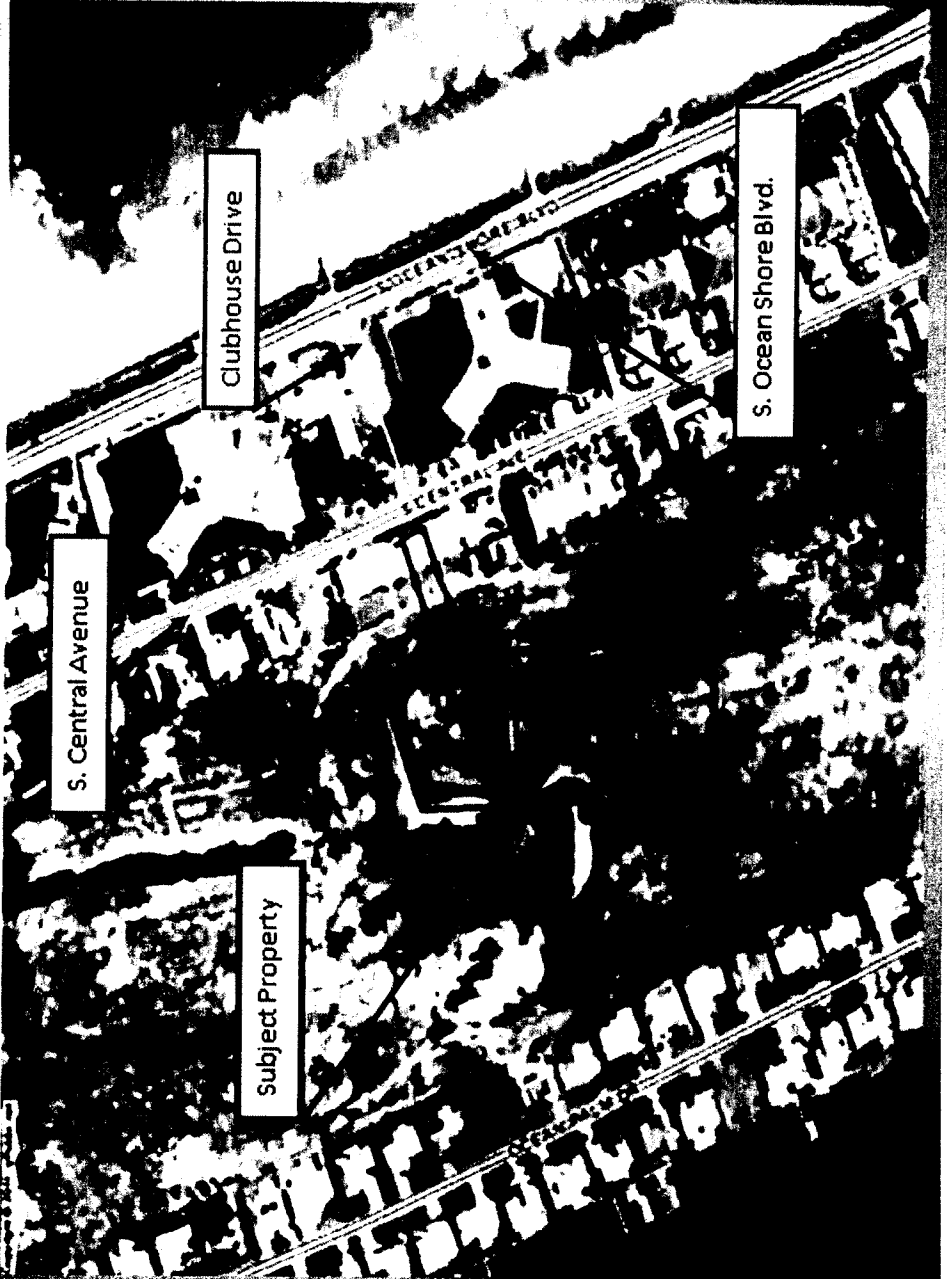
2. Concept Plan Approval: Concept plans shall be submitted to the Planning Board for recommendation and comment and then to the City Commission for approval or disapproval. The City and applicant shall then enter into a binding agreement incorporating the concept plan, development schedule and other conditions of the proposed development, specifically designating those areas that shall remain as open space and the areas where structures will be permitted, setting forth density caps and building height caps and shall otherwise set forth the requirements for concept plans as contained in Article VII of the City Zoning Regulations. Thereafter, preliminary plans shall be



City of Flagler Beach

Planning and Building Department

AERIAL/LOCATION MAP



submitted prior to the anticipated construction starting date and the preliminary plans shall be required to be within the parameters of the approved concept plan and development agreement.

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

6. This Ordinance shall become effective immediately upon passage as provided for by law.

Passed on first reading this 13th day of October 1988.

Adopted on second and final reading this 13th day of November 1988.

CITY COMMISSION, CITY OF FLAGLER BEACH, FLORIDA

Betty Steflik
BETTY STEFLIK, Chairperson

Dorothy B. Moore
DOROTHY B. MOORE, City Clerk

Fred J. Belhumeur
FRED J. BELHUMEUR,
Vice-chairman

Helen M. Terpstra
HELEN M. TERPSTRA,
Commissioner

Approved this 10th day of November
1988.

James A. Darby
James A. Darby, Mayor

Mary Ann Clark
MARY ANN CLARK, Commissioner

John V. Kelly
JOHN V. KELLY, Commissioner

copy given to Mr Law - 3/29/89

Attachment #7
after 3/29/89

ORDINANCE 89-4

AN ORDINANCE REZONING A PARCEL OF LAND LYING IN SECTIONS 29 AND 30, TOWNSHIP 12 SOUTH, RANGE 32 EAST, FLAGLER COUNTY, FLORIDA, BY CHANGING THE ZONING CLASSIFICATION FROM RECREATION TO RECREATION/PUD, AUTHORIZING THE CITY CLERK TO AMEND THE OFFICIAL ZONING MAP AND COMPREHENSIVE LAND USE PLAN CONSISTENT THEREWITH, REPEALING ALL ORDINANCE IN CONFLICT HEREWITH AND SETTING AN EFFECTIVE DATE HEREOF.

WHEREAS, the City of Flagler Beach has considered the Petition for Rezoning a parcel of land lying in Sections 29 and 30, Township 12 South, Range 32 East, Flagler County, Florida, and being more particularly described in the Addendum "A", Survey and legal description dated November 23, 1988, prepared by Sliger & Associates, Inc., which is attached hereto and by reference made a part hereof, and

WHEREAS, the City of Flagler Beach has considered the recommendations of the Planning Board and Architectural Review Board adopted after public hearing as required by the Zoning Ordinances of the City of Flagler Beach, Florida,

NOW, THEREFORE, be it ordained as follows:

1. The request of the Applicant for rezoning the parcel of property described in the attached Addendum "A", which is by reference made a part hereof from Recreation to Recreation/PUD is hereby granted and the subject property be and is hereby classified as Recreation/PUD under the zoning laws of the City of Flagler Beach.

2. The City Clerk be and is hereby authorized to change the official City zoning map and comprehensive land use plan by showing the subject property to be Recreation/PUD.

3. All ordinances in conflict herewith be and the same are hereby repealed.

4. This Ordinance shall become effective immediately upon passage as provided for by law.

Passed on first reading this 23rd day of February, 1989.

Adopted on second and final reading this 23rd day of March, 1989.

CITY COMMISSION, CITY OF FLAGLER BEACH, FLORIDA

APPROVED THIS 23rd DAY OF March, 1989.

James A. Darby
JAMES A. DARBY, Mayor

Dorothy D. Moore
DOROTHY D. MOORE, City Clerk

Betty Stefluk
BETTY STEFLIK, Chairperson

Fred J. Belhumeur
FRED J. BELHUMEUR, Commissioner

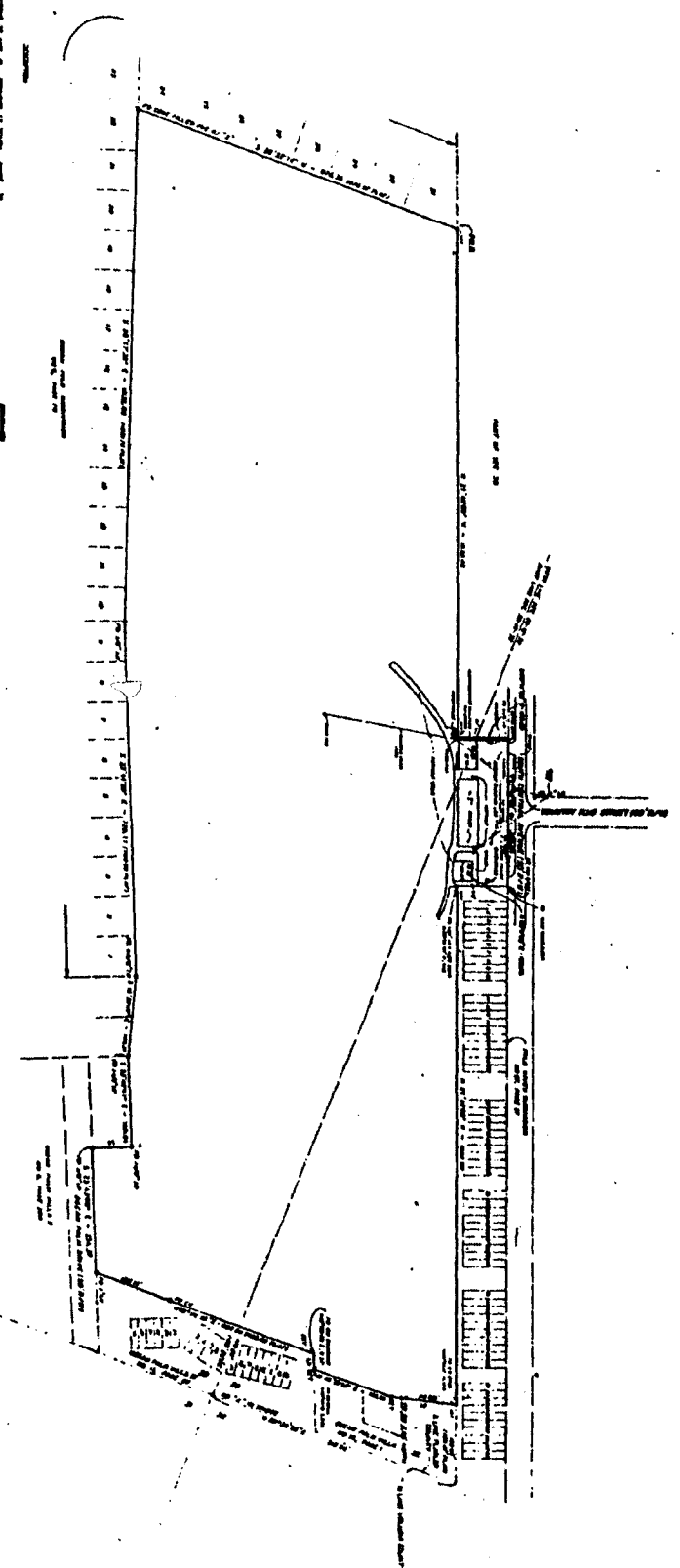
Helen M. Terpstra
HELEN M. TERPSTRA, Commissioner

Mary Ann Clark
MARY ANN CLARK, Commissioner

John V. Kelly
JOHN V. KELLY, Commissioner

recorded 4-13-89

1. 1/2" = 1' - 0"
 2. 1/4" = 1' - 0"
 3. 1/8" = 1' - 0"
 4. 1/16" = 1' - 0"



This plan shows the proposed layout of the site. The building shown on the right is to be constructed on the site shown. The site is bounded by the following lines: ...

The site is bounded by the following lines: ...

1. The site is bounded by the following lines: ...



SLUSER & ASSOCIATES, INC.
 ARCHITECTS
 1000 ...
 ...

Prepared by: ...
 Date: ...

Checked by: ...

Date: ...

DEVELOPMENT AGREEMENT, COVENANTS AND RESTRICTIONS

THIS AGREEMENT is made this date between the City of Flagler Beach, Florida, (hereinafter referred to as the City) and Ocean Palm Estates, Inc., a Florida Corporation (hereinafter referred to as the Applicant). The Applicant has applied for development approval for a Recreation/PUD project and in conjunction with the concept plan approval provided for under the zoning regulations of the City, this Agreement is entered into as part and parcel of said concept plan approval and is contingent upon such approval.

1. Ocean Palm Estates, Inc., the Applicant, warrants to the City that it is the sole owner of the entire parcel of real property sought to be developed herein and as more fully described in the attached Addendums A & B.

2. The Applicant agrees that the proposed development will be developed according to all the applicable zoning and building regulations of the City and consistent with the concept plan approval for this project and that upon such concept plan approval, the Applicant will cause this Agreement to be recorded as a covenant and restriction running with the land providing that the open space requirements and other requirements of the concept plan to be approved shall remain in full force and effect and that the open space shall be used primarily for the operation of a viable nine (9) hole golf course, substantially the same as presently exists, less the driving range facilities and further providing that the same shall be operated in a reasonable and competent fashion. In any event, the Applicant or its successors or a subsequent condominium association insures that the open space, whether it is used as a golf course or not, will be maintained in a reasonable fashion so as to prevent the open space from becoming overgrown, a trash site or otherwise becoming a nuisance to the City or surrounding properties. Land to be actively developed for purposes other than a golf course or open space shall not exceed three (3) acres as shown on the proposed concept plan, including all structures, parking areas, sidewalks and landscaping associated with the main structure.

3. That the open space shall be used primarily for the operation of a viable 9 hole golf course as set forth in the proposed concept plan and further providing that the same shall be operated in a reasonable and competent fashion and that should the Applicant or its successor fail to so operate the golf course facilities for a period of twelve (12) months within any calendar year, then the unit owners of the

planned unit development shall have the option of taking over the operation and maintenance of the golf course facilities or in the event that the residents shall elect through their condominium association not to so operate or maintain the property, then the City of Flagler Beach, Florida shall have the option of maintaining and operating the facilities as a golf course, together with operation and maintenance of the associated pro shop and facilities dedicated to the golf course purposes. In the event that none of the above shall desire to operate or maintain the open spaces as a golf course, then the land shall revert to open space in perpetuity. In the event that the Applicant, its successors, the condominium association, or the City of Flagler Beach, as the case may be, shall have commenced operation and maintenance of the golf course pursuant to the terms hereof, such operation and maintenance shall continue to be the exclusive right of such party so long as the operation is not interrupted for a period of twelve (12) months within any given calendar year. Thereafter, if the property reverts to open space, any of the three named parties shall have the right to recommence operation with priority going to the Applicant or its successors, the condominium association and then to the City of Flagler Beach, Florida.

4. The building height limitations permitted shall be set forth in the concept plan approved herewith. In no event shall any building be constructed in excess of the height of the existing Nautilus Condominium (being approximately eighty-five (85') feet above grade) structure. Likewise, there shall be permitted no more than eighty-four (84) dwelling units and associated restaurant and golf facilities, all of which shall be constructed within the three (3) acre site allowed for structures and in accordance with the concept plan.

5. This Agreement and the Covenants and Restrictions referred to herein shall be enforceable by Applicant or its successors, the future condominium association (to be comprised of the unit owners of the proposed eighty-four dwelling units), each individual unit owner and by the City and each of the named entities shall have standing to enforce the terms hereof.

6. Upon City Commission approval of the proposed concept plan and this Agreement and during the term of the proposed building schedule (to-wit: Starting construction date no sooner than July 1, 1993, and completion of construction no later

than July 1, 2003) the Applicant shall have a vested right to development within the parameters of the concept plan and this Agreement. If the City can provide municipal services such as sewer and water connections to the development prior to the construction starting date of July 1, 1993, without creating an unreasonable burden upon such services, the Applicant or its successors shall have the right to apply for a building permit prior to said date after the preliminary site plan and other development matters have been approved by the City and its various boards as required by Article 7 of the City's Zoning regulations. Thereafter, a preliminary plan shall be submitted for approval and the development shall conform with the requirements of the preliminary plan and the procedures and requirements of the City Zoning and Building regulations as they now exist or may exist in the future.

7. Use of the golf course facilities by the citizens of the City shall continue to be available to the residents of the proposed development and the citizens of Flagler Beach on an equal basis and the operator of the golf course will not place additional restrictions or regulations on the citizens of the City other than those restrictions and regulations imposed on users of the golf course generally.

8. This Agreement shall bind and inure to the benefit of the parties hereto and their successors in interest.

EXECUTED this 27th day of March, 1989.

Ronald N. Johnson
Deborah J. Chanaw
Witnesses as to Ocean Palm Estates, Inc.

OCEAN PALM ESTATES, INC., a Florida Corporation

By Craig Shankland
Craig Shankland, It's Vice-President

Joan Garrison
Witnesses as to Mayor & City Clerk

James A. Dancy Mayor
Verity D. Moore City Clerk

STATE OF FLORIDA
COUNTY OF FLAGLER

BEFORE ME the undersigned authority, duly authorized to take acknowledgments personally appeared Craig Shankland to me known to be the Vice-President of OCEAN PALM ESTATES, INC. and he acknowledged before me that he executed the foregoing Development Agreement, Covenants and Restrictions for the purposes set forth therein. Sworn to and subscribed before me on this 27th day of March, 1989.

Deborah J. Chanaw
Notary Public

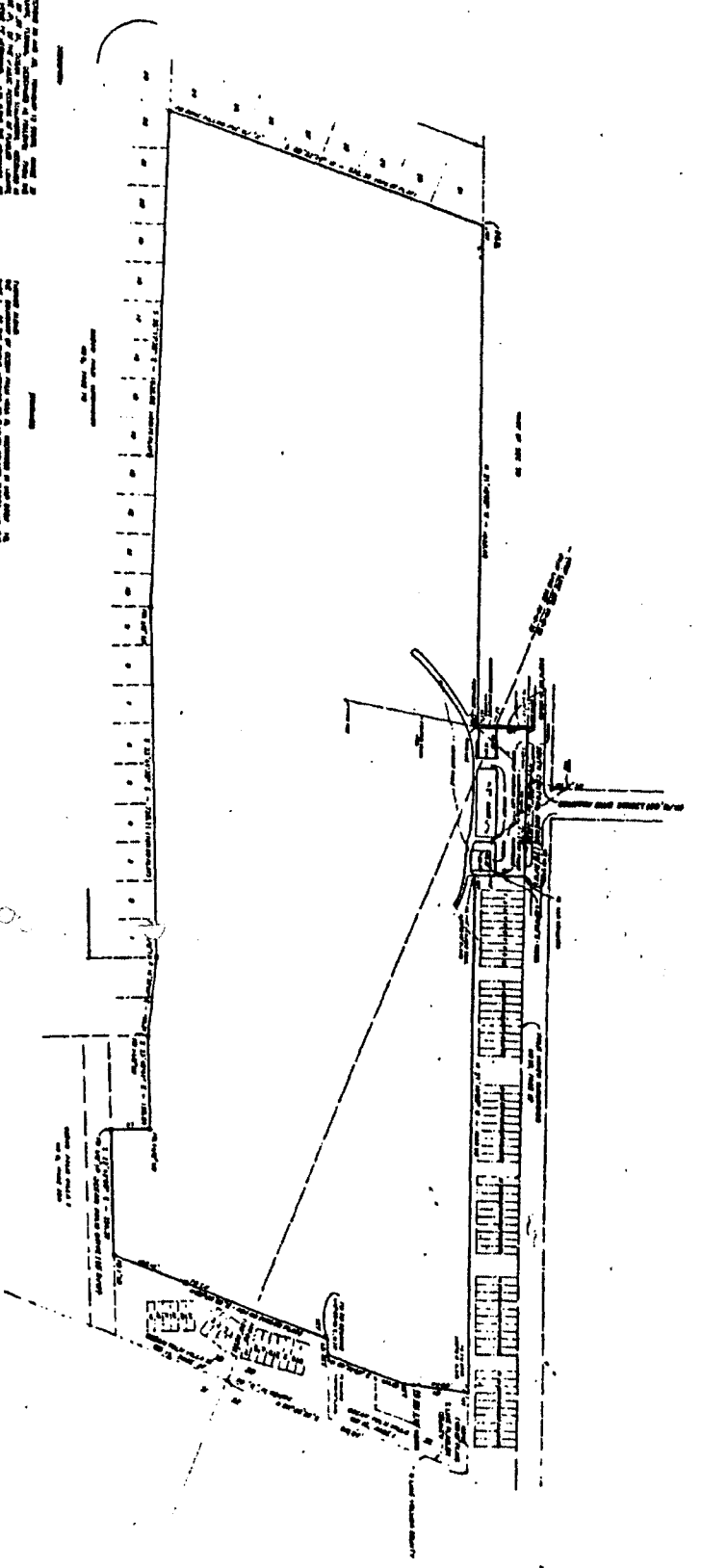
My Commission Expires: 7-1-89


ADDENDUM "A"

NO.	DESCRIPTION	DATE
1
2
3
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5
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10

THIS ADDENDUM "A" IS A PART OF THE CONTRACT DOCUMENTS FOR THE PROJECT DESCRIBED IN THE CONTRACT. IT IS TO BE READ IN CONJUNCTION WITH THE CONTRACT DOCUMENTS AND SHALL BE CONSIDERED A PART THEREOF. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL MAINTAIN ALL EXISTING CURBS, SIDEWALKS, AND DRIVEWAYS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL AND DISPOSAL OF ALL DEBRIS AND EXCESS MATERIAL. THE CONTRACTOR SHALL MAINTAIN ALL EXISTING TREES AND LANDSCAPING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL MAINTAIN ALL EXISTING CURBS, SIDEWALKS, AND DRIVEWAYS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL AND DISPOSAL OF ALL DEBRIS AND EXCESS MATERIAL. THE CONTRACTOR SHALL MAINTAIN ALL EXISTING TREES AND LANDSCAPING.

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SLUDER & ASSOCIATES, INC.
ARCHITECTS AND ENGINEERS
1000 ...

DATE: ...
BY: ...
CHECKED BY: ...
APPROVED BY: ...

THIS ADDENDUM "A" IS A PART OF THE CONTRACT DOCUMENTS FOR THE PROJECT DESCRIBED IN THE CONTRACT. IT IS TO BE READ IN CONJUNCTION WITH THE CONTRACT DOCUMENTS AND SHALL BE CONSIDERED A PART THEREOF. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL MAINTAIN ALL EXISTING CURBS, SIDEWALKS, AND DRIVEWAYS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL AND DISPOSAL OF ALL DEBRIS AND EXCESS MATERIAL. THE CONTRACTOR SHALL MAINTAIN ALL EXISTING TREES AND LANDSCAPING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL MAINTAIN ALL EXISTING CURBS, SIDEWALKS, AND DRIVEWAYS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL AND DISPOSAL OF ALL DEBRIS AND EXCESS MATERIAL. THE CONTRACTOR SHALL MAINTAIN ALL EXISTING TREES AND LANDSCAPING.

STATE OF FLORIDA
COUNTY OF FLAGLER

BEFORE ME the undersigned authority, duly authorized to take acknowledgments personally appeared JAMES A. DARBY, as Mayor and DOROTHY D. MOORE, as City Clerk, both of the City of Flagler Beach, to me known and they acknowledged that they executed the foregoing Development Agreement, Covenants and Restrictions for the purposes set forth therein.

Sworn to and subscribed before me on this 29th day of March, 1989.


Notary Public, State of Florida

My Commission Expires:

Notary Public, Florida, State at Large
My Commission Expires Oct 5, 1991

Inst No: 2005062902; 10/12/05 12:22PM; Book: 1335 Page: 1002; Total Pgs: 13
GAIL WADSWORTH, FLAGLER Co.

IN THE CIRCUIT COURT,
SEVENTH JUDICIAL CIRCUIT, IN
AND FOR VOLUSIA COUNTY,
FLORIDA

OCEAN PALMS GOLF CLUB
PARTNERSHIP, a Florida limited
partnership, and CARIBBEAN
CONDOMINIUM LIMITED
PARTNERSHIP, a Florida limited
partnership,

CASE NO. 2005-524-CA
DIVISION

Plaintiff,

v.

CITY OF FLAGLER BEACH, a Florida
municipal corporation,

Defendant.

FILED
2005 JUN 19 PM 2:35
CLERK OF COURT
FLAGLER COUNTY, FLA.
5
2

FINAL JUDGMENT ON THE PLEADINGS

THIS CAUSE coming on for disposition upon the Complaint of the Plaintiffs, the Acceptance of Service and Response to Complaint of the Defendant, and the Plaintiffs' Motion for Judgment on the Pleadings, all parties having waived hearing, the Court finds from the pleadings that the following matters are undisputed:

1. This is an action for judgment declaring the rights of the parties under a development agreement concerning certain real property in Flagler County, Florida.
2. The court has subject matter jurisdiction pursuant to Chapter 83, Florida Statutes.
3. The land covered by the agreement is approximately 36.93 acres more particularly described in Exhibit A, and is hereafter described as "the land."

Book: 1335 Page: 1003

4. On or about March 10, 1989, by virtue of Ordinance 89-4, the land was rezoned by the Defendant to the classification of RR-PUD. A true copy of said Ordinance is attached as Exhibit B.

5. On or about March 23, 1989, Plaintiffs' predecessor in title entered into a Development Agreement with Defendant. Said Agreement is attached as Exhibit C.

6. The Agreement, as extended by mutual agreement, further provided that a portion of the land would be used as a condominium pursuant to a concept plan, provided that the condominium was built by July 1, 2003. That portion is described in Exhibit E and is presently owned by the Plaintiff CARIBBEAN CLUB CONDOMINIUM LIMITED PARTNERSHIP.

7. In the intervening period between Plaintiffs' acquisition of the land and July 1, 2003, several proposed site plans were submitted for review and approval by the Defendant. None were approved on terms acceptable to both parties and the Plaintiffs and City proceeded to litigation over the entitlements and vested rights granted by the development agreement.

8. On or about March 27, 2003 in Case No. 02-1264-CA, this Court entered final judgment denying a petition for writ of certiorari in which plaintiff CARIBBEAN CLUB CONDOMINIUM LIMITED PARTNERSHIP had sought review of its entitlements and vested rights under the Development Agreement.

9. Thereafter the Development Agreement lapsed by its own terms, without construction of the condominium, and neither plaintiffs nor defendant have any remaining rights, duties or liabilities with respect thereto.

10. The Defendant has requested and procured a legal opinion from a qualified expert in land use law, advising that the Development Agreement, even if construed under §163.3220 *et seq.*, Fla. Stat. (2004), has lapsed. A true copy of the opinion is attached as Exhibit F.

Book: 1335 Page: 1004

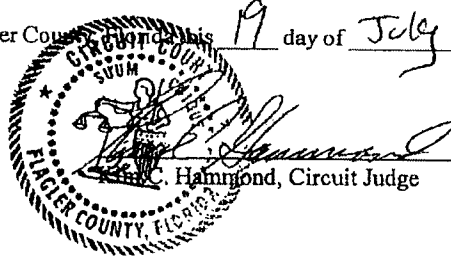
11. The land continues to be zoned by defendant as RR-PUD, and approval of any new development under such zoning requires a new Development Agreement to be entered between the parties after the public hearings and approvals required by the City's code of ordinances.

12. The parties have each separately prayed that the Court will determine that the Development Agreement has expired under its own terms and that the land is now governed by the City's land development code, current zoning and comprehensive plan.

Whereupon it is:

ORDERED and ADJUDGED that the Motion for Final Judgment on the Pleadings is **GRANTED**, and the Court adjudges and decrees that the Development Agreement between the parties or their predecessors in interest, recorded at Official Records Book 388 Page 88 ff. of the Public Records of Flagler County, Florida has expired under its own terms and that the land which was the subject of that Agreement is now governed by the City's land development code, current zoning and comprehensive plan. Each party shall bear its own costs and fees.

Done and ordered in Bunnell, Flagler County, Florida this 19 day of July, 2005.



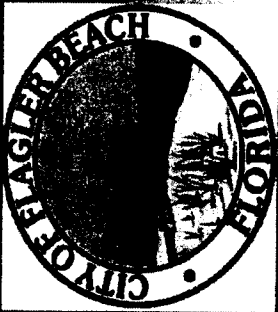
Copies furnished to:

C. Allen Watts, Esq.
351 E. New York Ave.
Suite 200
DeLand, FL 32724

Charles J. Cino, Esq.
555 W. Granada Boulevard,
E-12
Ormond Beach, FL 32174

City of Flagler Beach

Planning and Building Department



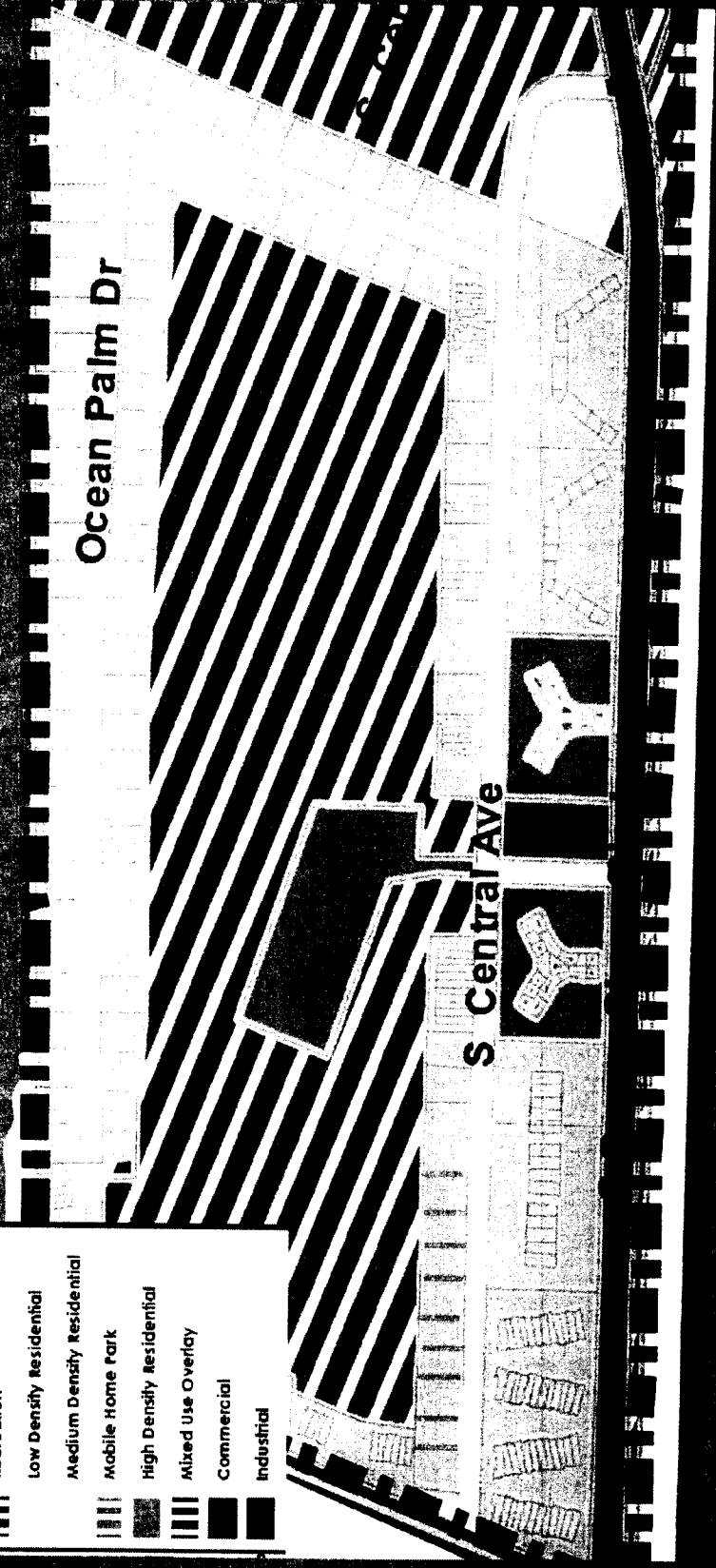
FUTURE LAND USE MAP

Future Land Use

	Conservation
	Recreation
	Low Density Residential
	Medium Density Residential
	Mobile Home Park
	High Density Residential
	Mixed Use Overlay
	Commercial
	Industrial

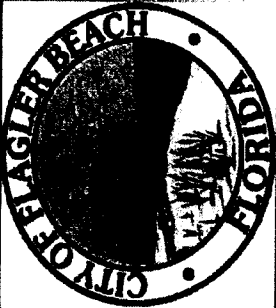
Ocean Palm Dr

S Central Ave



City of Flagler Beach

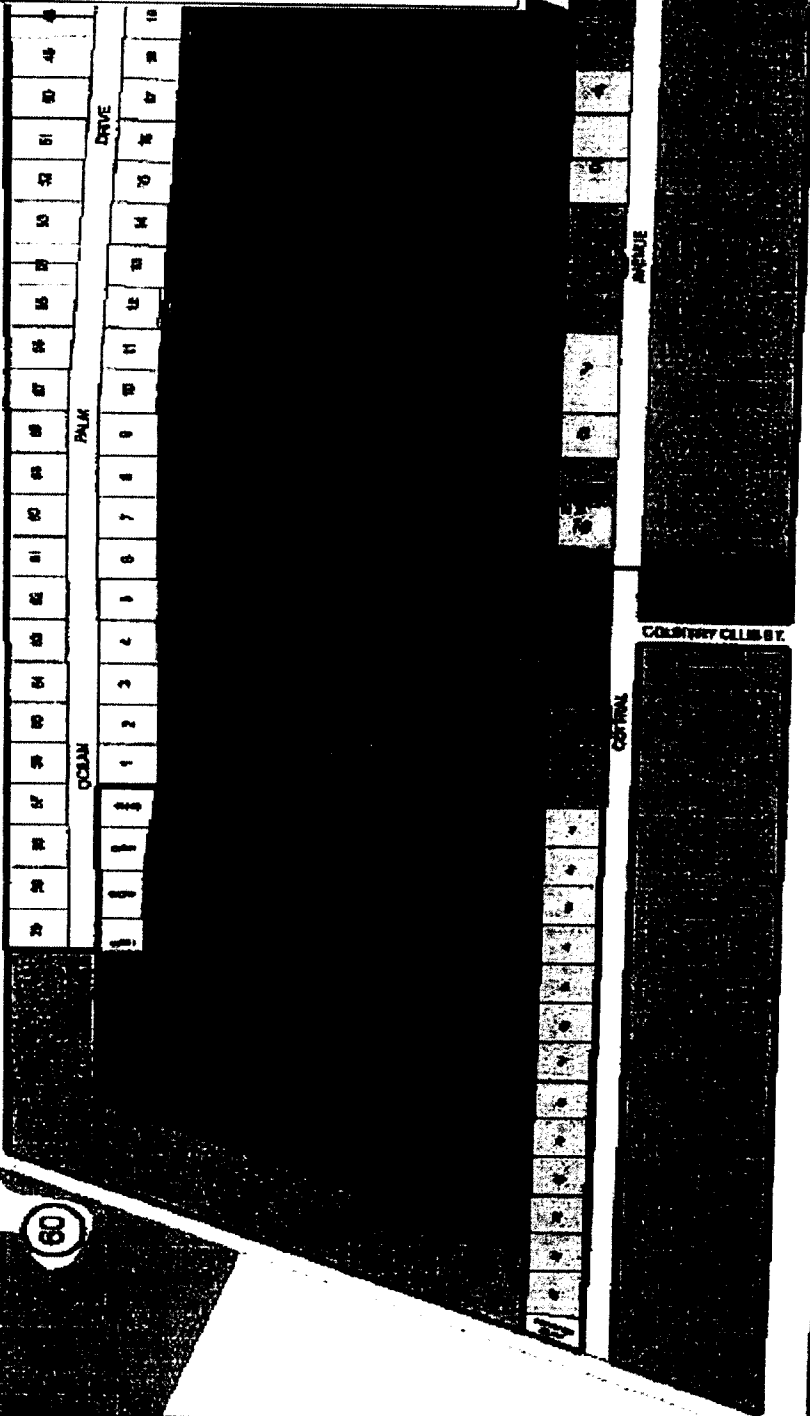
Planning and Building Department



OFFICIAL ZONING MAP

FLAGLER BEACH ZONING

Zoning Overlays
 Dotted pattern: Downtown A1A Retail Corridor
 Dotted pattern: Downtown Mixed-Use
 Dotted pattern: Mirror Lake Watershed
 Residential Neighborhoods
 Zoning Districts
 R: Reserved
 C: Conservation
 P: Preservation
 REC: Recreation
 REC/PUD: Recreation PUD
 R-1: Single-Family Residential
 R-4: Single-Family Residential
 LDR: Low Density Residential
 MDR: Medium Density Residential
 PUD: Planned Unit Development
 TC: Tourist Commercial
 GC: General Commercial
 HC: Highway Commercial
 LI: Light Industrial



Larry Torino

From: Addae-Mensa, Joseph <Joseph.Addae-Mensa@deo.myflorida.com>
Sent: Monday, September 21, 2015 8:51 AM
To: Larry Torino
Subject: RE: Land Use Amendment

Good Morning Larry,

Your situation, as you describe it, is rezoning and not a FLUM designation change. Therefore, no small scale amendment is required.

Have a good day.
Joseph

From: Larry Torino [<mailto:LTorino@CityofFlaglerBeach.com>]
Sent: Thursday, September 17, 2015 12:29 PM
To: Addae-Mensa, Joseph <Joseph.Addae-Mensa@deo.myflorida.com>
Subject: Land Use Amendment

Good Morning Joseph,
Hope all is well. I have a situation that hopefully you can enlighten me with direction. The City recently received an interest to rezone a 3 ac. parcel of land currently classified Recreation PUD District to Medium Density Residential. The current FLUM designation is High Density Residential. Does such a circumstance require a small scale LUA given the same land use (residential) but different classification, less density? Thank you in advance for your assistance.
Larry Torino

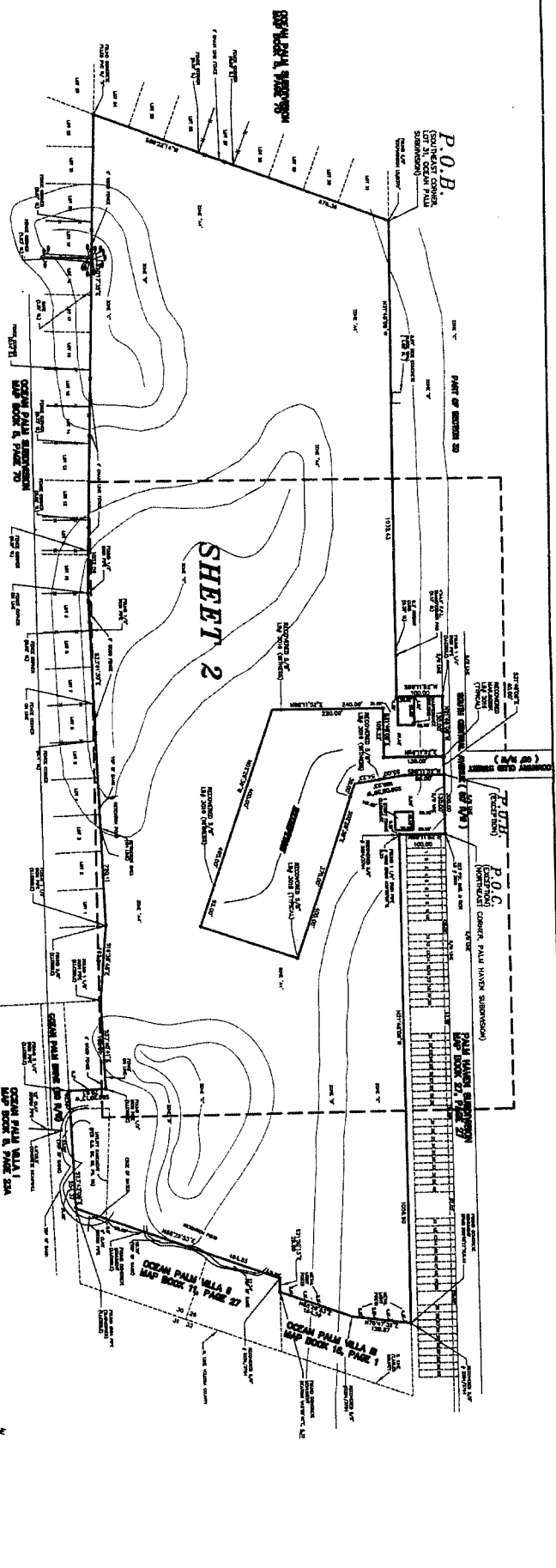
This email communication may contain confidential information protected from disclosure by privacy laws and is intended for the use of the individual named above. If the reader of this message is not the intended recipient, this is notice to you that any dissemination, distribution or copying of this communication or any attachment to it may be a violation of federal and state privacy laws. If you have received this email in error, please notify the sender immediately by return email and delete this message. Please note that Florida has a broad public records law, and that all correspondence to me via email may be subject to disclosure. Under Florida law email addresses are public records

ATTACHMENT 12 – Summary 2008 LUA Traffic Impact Study: PBS&JTransportation:

The application included a traffic impact study based on the impact of 160 single-family dwelling units and not the worst-case scenario determined by the gross number of units permitted by the Comprehensive Plan of 184 dwelling units. The roadway capacity analysis included S.R. A1A as well as S.R. 100 and revealed no existing deficient roadway segments in the study area. Using a comparison of net trip generation rates between the existing nine-hole golf course and the proposed 160 dwelling units the total number of net project trips was estimated at 139 p.m. peak hour trips. Based on the use of the generalized tables provided by the Florida Department of Transportation (FDOT) all segments were determined to have sufficient capacity to support the proposed development.

In advance of the Local Planning Agency public hearing (Planning and Architectural Review Board) the application was forwarded to the Florida Department of Transportation (FDOT) for courtesy review comments. The FDOT review comments dated September 8, 2008, are attached hereto as part of the official record. The number of daily trips projected based on the Low Density Residential Land Use classification was estimated by the FDOT to be approximately 1,822 trips and 186 p.m. peak hour trips. As compared to the existing land use designations, a net increase of 1,359 daily trips and 140 p.m. peak hour trips will be generated by the amendment. The roadway impacted by the proposed change is S.R. A1A and the traffic segments include CR 15A to Flagler County Line and Volusia County Line to S. 9th Street with adopted levels-of-service (LOS) "C" and "D", respectively. The FDOT analysis determined that the additional trips generated would not result in the degradation of the LOS.

Overall, the Traffic Impact Analysis prepared by PBS&J on behalf of the developer and the courtesy analysis provided by the FDOT are in agreement. Therefore, the adopted levels-of-service will not be degraded by the proposed land use map amendment.



CONVEYANCE

THIS INSTRUMENT IS A CONVEYANCE OF REAL PROPERTY, AND IS SUBJECT TO THE PROVISIONS OF THE CONVEYANCE ACT, CHAPTER 689, F.S., AND THE PROVISIONS OF THE UNIFORM REAL PROPERTY ACT, CHAPTER 687, F.S., AS AMENDED.

THE GRANTEE HEREBY WARRANTS THAT THE PROPERTY IS FREE FROM ALL ENCUMBRANCES, UNLESS OTHERWISE SPECIFIED IN THIS INSTRUMENT.

IN WITNESS WHEREOF, THE GRANTEE HAS HEREUNTO SET HIS HAND AND SEAL AT MIAMI, FLORIDA, THIS 15TH DAY OF MARCH, 2018.

RECORDING INFORMATION

THIS INSTRUMENT IS BEING RECORDED FOR THE PURPOSES OF THE PUBLIC RECORDS OF THE PUBLIC RECORDS OFFICE OF DADE COUNTY, FLORIDA.

THE GRANTEE HEREBY WARRANTS THAT THE PROPERTY IS FREE FROM ALL ENCUMBRANCES, UNLESS OTHERWISE SPECIFIED IN THIS INSTRUMENT.

IN WITNESS WHEREOF, THE GRANTEE HAS HEREUNTO SET HIS HAND AND SEAL AT MIAMI, FLORIDA, THIS 15TH DAY OF MARCH, 2018.

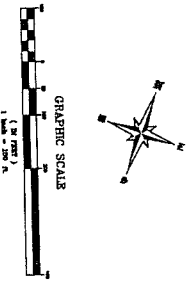
RECORDING INFORMATION

THIS INSTRUMENT IS BEING RECORDED FOR THE PURPOSES OF THE PUBLIC RECORDS OF THE PUBLIC RECORDS OFFICE OF DADE COUNTY, FLORIDA.

THE GRANTEE HEREBY WARRANTS THAT THE PROPERTY IS FREE FROM ALL ENCUMBRANCES, UNLESS OTHERWISE SPECIFIED IN THIS INSTRUMENT.

IN WITNESS WHEREOF, THE GRANTEE HAS HEREUNTO SET HIS HAND AND SEAL AT MIAMI, FLORIDA, THIS 15TH DAY OF MARCH, 2018.

**SEE SHEET 2 OF 2 FOR
TOPOGRAPHIC INFORMATION
(EXCEPTION PARCEL)**



**OCEAN PALM GOLF COURSE
3800 SOUTH CENTRAL AVENUE
PALM BEACH, FLORIDA**

**OCEAN PALM GOLF CLUB PARTNERSHIP
99-0014**

**ALTA/ACSM
BOUNDARY
SURVEY**

SILGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS

10000 BUSINESS CENTERWAY, SUITE 2018
MIAMI, FLORIDA 33156
TEL: 305.444.1111
WWW.SILGERANDASSOCIATES.COM

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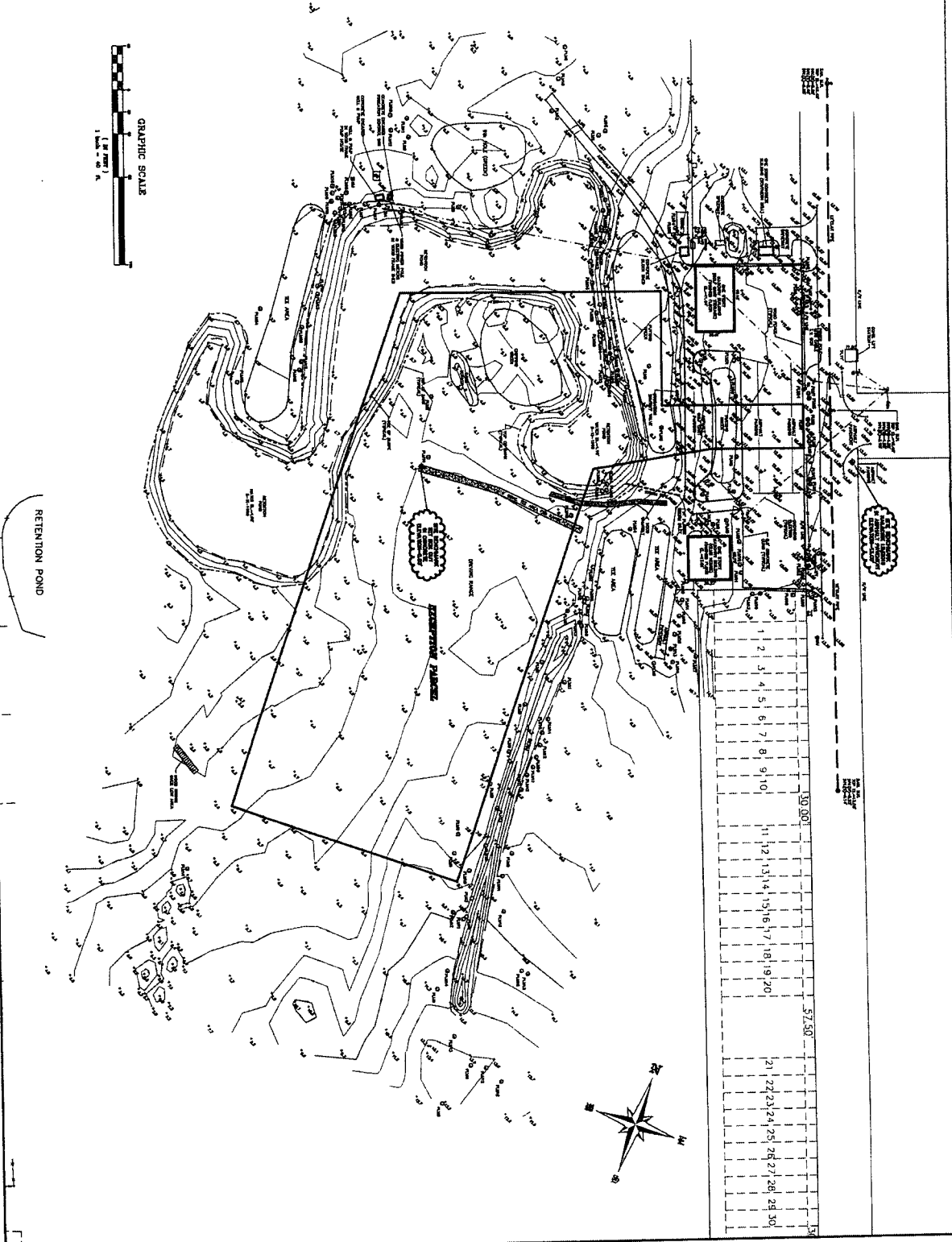
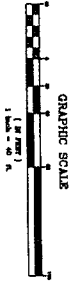
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SILGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS

10000 BUSINESS CENTERWAY, SUITE 2018
MIAMI, FLORIDA 33156
TEL: 305.444.1111
WWW.SILGERANDASSOCIATES.COM

SLACKER & ASSOCIATES, INC. PROFESSIONAL LAND SURVEYORS LICENSED BUSINESS CERTIFICATION NUMBER 3076 1000 N. W. 10th St. Ft. Lauderdale, Florida 33304		ADDITIONAL ASSOCIATIONS - DIST. LEGEND CA CAMPESTRINE DIST. HP HAWKWOOD DIST. MA MAPLE DIST. PP PALM PALM DIST. PG PINEAPPLE DIST. ON OAK DIST. ON OAK DIST. CR CROTON DIST. SH SWEET GUM DIST. PA PALM DIST. HO HONEYEATER DIST. FL FLORIDA DIST. BR BIRCH DIST. AL ALABAMA DIST.		DIRECTOR'S CHECK THIS SURVEY HAS BEEN REVIEWED AND FOUND TO BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE FLORIDA SURVEYING BOARD. DATE OF REVIEW: _____ REVIEWED BY: _____
TOPOGRAPHIC SURVEY		JOB NO. 99-1856		

OCEAN PALM GOLF CLUB PARTNERSHIP **OCEAN PALMS GOLF COURSE**
3600 SOUTH CENTRAL AVENUE
FLORIDA, FLORIDA



THE NEWS-JOURNAL

Published Daily and Sunday
Daytona Beach, Volusia County, Florida

State of Florida,
County of Volusia

Before the undersigned authority personally appeared

Cynthia Anderson

who, on oath says that she is

LEGAL COORDINATOR

of The News-Journal, a daily and Sunday newspaper,
published at Daytona Beach in Volusia County, Florida; the
attached copy of advertisement, being a
.....

PUBLIC NOTICE

L 2156369

in the Court,
was published in said newspaper in the issues.....

SEPTEMBER 12, 2015

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

Cynthia Anderson.....

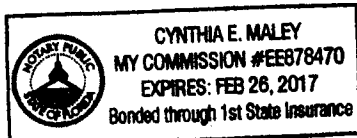
Sworn to and subscribed before me

This 14TH of SEPTEMBER

A.D. 2015

.....
Cynthia E. Maley

49D



**CITY OF FLAGLER BEACH
NOTICE OF PROPOSED
OFFICIAL ZONING MAP
AMENDMENT RZ-15 -10 -01**

The City of Flagler Beach Planning and Architectural Review Board (PARB) will consider and make a recommendation to the City Commission regarding Ordinance No. 2015-XX entitled:

ORDINANCE NO. 2015-XX

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, PROVIDING FOR THE AMENDMENT OF THE OFFICIAL ZONING MAP AS PREVIOUSLY ESTABLISHED IN APPENDIX A LAND DEVELOPMENT REGULATIONS SECTION 2.03.03 OF THE CITY OF FLAGLER BEACH, FLORIDA, AS AMENDED AND SUPPLEMENTED; AMENDING THE OFFICIAL ZONING MAP FOR 2.94+- ACRES OF CERTAIN REAL PROPERTY DESCRIBED AS TAX PARCEL IDENTIFICATION NUMBER 0018 FROM RECREATION PLANNED UNIT DEVELOPMENT (RPUD) TO MEDIUM DENSITY RESIDENTIAL (MDR);

FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR THE TAKING OF IMPLEMENTING ADMINISTRATIVE ACTIONS; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR NON-CODIFICATION AND PROVIDING FOR AN EFFECTIVE DATE.

Caribbean Condominium Limited Partnership is requesting this Official Zoning Map amendment for property currently zoned Recreation Planned Unit Development (RPUD) to Medium Density Residential (MDR). The property consists of 2.94+- acres and generally situated on the westerly side of South Central Avenue and lying west of the terminus of Clubhouse Drive (See Location Map below). Public Hearings will be conducted for this request as follows:

Planning and Architectural Review Board: October 6, 2015 at 5:30 p.m.
City Commission: First reading October 22, 2015 6:00 p.m. or as soon thereafter
City Commission: Second Reading November 12, 2015 6:00 p.m. or as soon thereafter

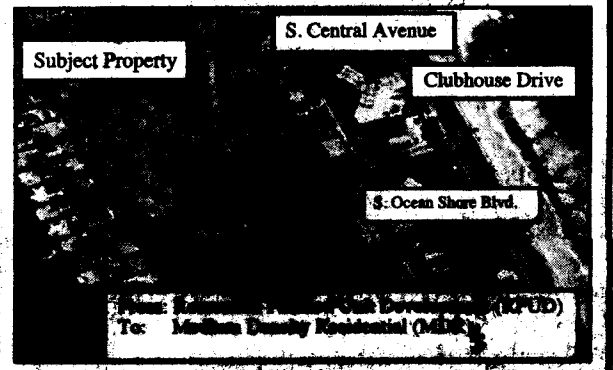
The public hearings may be continued to a future date or dates. The times and dates of any continuances of a public hearing shall be announced during the public hearing without any further published notice. The request will be heard in the City Commission Chambers located at 105 South Second Street,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

A copy of this notice, the file relating to the proposed Official Zoning Map amendment and the proposed ordinance are available for public inspection during regular business hours Monday through Friday from 9:00 a.m. to 5:00 p.m. at 105 South Second Street, Flagler Beach, Florida. The public is encouraged to participate in the processes and procedures of the City and to request copies of the proposed ordinance.

Any person wishing to express his/her opinion may submit written comments regarding the proposed amendment to the City through the Planning and Building Department. Comments should be made as early as possible to ensure full consideration.

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

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



ORDINANCE NO. 2015-09

AN ORDINANCE BY THE CITY COMMISSION AMENDING ORDINANCE 2015-03, APPENDIX "A" LAND DEVELOPMENT REGULATIONS, SECTIONS 4.07.03.(D)(3) AND 4.07.09; SECTION 5.00.10 AMENDING SECTION 202 OF THE FLORIDA BUILDING CODE, BUILDING; SECTION 5.00.11 AMENDING SECTION 202 AND SECTION 1103.5 OF THE FLORIDA BUILDING CODE, EXISTING BUILDING; PROVIDING FOR APPLICABILITY; REPEAL; SEVERABILITY; AND AN EFFECTIVE DATE.

WHEREAS, the City Commission determined that it is in the public interest to adopt the floodplain management regulations that are coordinated with the Florida Building Code and passed Ordinance 2015-03 on February 26, 2015; and

WHEREAS, by passage of Ordinance 2015-03, Section 4.07.03.(D)(3) Substantial improvement and substantial damage determinations and Section 5.00.10 and Section 5.00.11 amendments to definitions in the Florida Building Code, the City Commission adopted a higher standard than required by FEMA or the Florida Building Code by requiring the Floodplain Administrator to evaluate permits for alterations, improvements, and repairs of flood damage over a 10 year period; and

WHEREAS, by passage of Ordinance 2015-03, Section 6, Article V, Development and Improvement Standards, Sec. 5.00.12 the City Commission adopted a higher standard than required by FEMA or the Florida Building Code by requiring one- and two-family dwellings in flood hazard areas not designated as Coastal A Zones or Coastal V Zones, and additions to dwellings, to have their lowest floors elevated to or above the base flood elevation plus 2 feet, or the design elevation, whichever is higher; and

WHEREAS, the City Commission has in retrospect determined that amendments to Section 4.07.03.(D)(3) and R322.2.1 impose an undue hardship, especially on residential construction;

NOW, THEREFORE, BE IT ORDAINED by the City Commission of the City of Flagler Beach that the following Sections be modified accordingly:

SECTION 1. The Appendix A, Land Development Regulations, Article IV, Section 4.07 Floodplain Management, Section 4.07.03 and Section 4.07.09 are hereby amended as follows:

Sec. 4.07.03. Duties and powers of the Floodplain Administrator.

(D) Substantial improvement and substantial damage determinations. For applications for building permits to improve buildings and structures, including alterations, movement, enlargement, replacement, repair, change of occupancy, additions, rehabilitations, renovations, substantial improvements, repairs of substantial damage, and any other improvement of or work on such buildings and structures, the Floodplain Administrator, in coordination with the Building Official, shall:

(1) Unchanged.

(2) Unchanged.

(3) Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage; ~~and the determination requires evaluation of previous permits issued for improvements and repairs over a 10-year period as specified in the definition of "substantial improvement"; for proposed work to repair damage caused by flooding, the determination requires evaluation of previous permits issued to repair flood-related damage as specified in the definition of "substantial damage"; and~~

(4) Unchanged

Sec. 4.07.09. Definitions.

The definitions of "Substantial Damage" and "Substantial Improvement" are hereby amended as follows:

Substantial damage. ~~Damage of any origin sustained by a building or structure whereby the cost of restoring the building or structure to its before-damaged condition would equal or exceed 50 percent of the market value of the building or structure before the damage occurred. The term also includes flood-related damage sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on average, equals or exceeds 25 percent of the market value of the structure before the damage occurred. [Also defined in FBC, B Section 1612.2., as modified by the City.]~~

Substantial improvement. ~~Any combination of repair, reconstruction, rehabilitation, addition, or other improvement of a building or structure taking place during a 10-year period, the cumulative cost of which equals or exceeds 50 percent of the market value of the building or structure before the improvement or repair is started. For each building or structure, the 10-year period begins on the date of the first improvement or repair of that building or structure subsequent to January 1, 2005. If the structure has incurred substantial damage," any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include any project for improvement of a building required to correct existing health, sanitary, or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions. [Also defined in FBC, B, Section 1612.2., as modified by the City.]~~
Any repair, reconstruction, rehabilitation, addition, or other improvement of a building or structure, the cost of which equals or exceeds 50 percent of the market value of the building or structure before the improvement or repair is started. If the structure has incurred "substantial damage," any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include any project for improvement of a building required to correct existing health, sanitary, or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions. [Also defined in FBC, B, Section 1612.2.]

SECTION 2. The Appendix A, Land Development Regulations, Article V, Development Design and Improvement Standards, Section 5.00.10 is hereby amended by the following technical amendments to the *Florida Building Code, Building*:

The previously adopted definitions of "Substantial Damage" and "Substantial Improvement"

(3) Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage; ~~and the determination requires evaluation of previous permits issued for improvements and repairs over a 10-year period as specified in the definition of "substantial improvement"; for proposed work to repair damage caused by flooding, the determination requires evaluation of previous permits issued to repair flood-related damage as specified in the definition of "substantial damage"; and~~

(4) Unchanged

Sec. 4.07.09. Definitions.

The definitions of "Substantial Damage" and "Substantial Improvement" are hereby amended as follows:

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Substantial improvement. ~~Any combination of repair, reconstruction, rehabilitation, addition, or other improvement of a building or structure taking place during a 10-year period, the cumulative cost of which equals or exceeds 50 percent of the market value of the building or structure before the improvement or repair is started. For each building or structure, the 10-year period begins on the date of the first improvement or repair of that building or structure subsequent to January 1, 2005. If the structure has incurred substantial damage," any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include any project for improvement of a building required to correct existing health, sanitary, or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions. [Also defined in FBC, B, Section 1612.2., as modified by the City.]~~
Any repair, reconstruction, rehabilitation, addition, or other improvement of a building or structure, the cost of which equals or exceeds 50 percent of the market value of the building or structure before the improvement or repair is started. If the structure has incurred "substantial damage," any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include any project for improvement of a building required to correct existing health, sanitary, or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions. [Also defined in FBC, B, Section 1612.2.]

SECTION 2. The Appendix A, Land Development Regulations, Article V, Development Design and Improvement Standards, Section 5.00.10 is hereby amended by the following technical amendments to the *Florida Building Code, Building*:

The previously adopted definitions of "Substantial Damage" and "Substantial Improvement"

provided in Sec. 202, Florida Building Code, Building, are hereby amended as follows:

Substantial Damage. Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred. ~~The term also includes flood-related damage sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on average, equals or exceeds 25 percent of the market value of the structure before the damage occurred.~~

Substantial improvement. ~~Any combination of repair, reconstruction, rehabilitation, addition, or other improvement of a building or structure taking place during a 10-year period, the cumulative cost of which equals or exceeds 50 percent of the market value of the building or structure before the improvement or repair is started. For each building or structure, the 10-year period begins on the date of the first improvement or repair of that building or structure subsequent to January 1, 2005. If the structure has incurred substantial damage," any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include any project for improvement of a building required to correct existing health, sanitary, or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions. [Also defined in FBC, B, Section 1612.2., as modified by the City.]~~
Any repair, reconstruction, rehabilitation, addition, or other improvement of a building or structure, the cost of which equals or exceeds 50 percent of the market value of the building or structure before the improvement or repair is started. If the structure has incurred "substantial damage," any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include any project for improvement of a building required to correct existing health, sanitary, or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions. [Also defined in FBC, B, Section 1612.2.]

SECTION 3. The Appendix A, Land Development Regulations, Article V, Development Design and Improvement Standards, Section 5.00.11 is hereby amended to include the following technical amendments to the Florida Building Code, Existing Building.

The previously adopted definitions of "Substantial Damage" and "Substantial Improvement" provided in Sec. 202, Florida Building Code, Existing Building, are hereby amended as follows:

Substantial Damage. Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred. The term also includes flood-related damage sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on average, equals or exceeds 25 percent of the market value of the structure before the damage occurred.

Substantial improvement. ~~Any combination of repair, reconstruction, rehabilitation, addition, or other improvement of a building or structure taking place during a 10-year period, the cumulative cost of which equals or exceeds 50 percent of the market value of the building or structure before the improvement or repair is started. For each building or structure, the 10-year period begins on the date of the first improvement or repair of~~

~~that building or structure subsequent to January 1, 2005. If the structure has incurred substantial damage," any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include any project for improvement of a building required to correct existing health, sanitary, or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions. [Also defined in FBC, B, Section 1612.2., as modified by the City.] Any repair, reconstruction, rehabilitation, addition, or other improvement of a building or structure, the cost of which equals or exceeds 50 percent of the market value of the building or structure before the improvement or repair is started. If the structure has incurred "substantial damage," any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include any project for improvement of a building required to correct existing health, sanitary, or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions. [Also defined in FBC, B, Section 1612.2.]~~

Chapter 11 Additions, of the Florida Building Code, Existing Building is hereby amended as follows:

1103.5 Flood hazard areas. Additions and foundations in flood hazard areas shall comply with the following requirements:

1. For horizontal additions that are structurally interconnected to the existing building:
 - 1.1. If the addition and all other proposed work, when combined, constitute substantial improvement, the existing building and the addition shall comply with Section 1612 of the Florida Building Code, Building or Section R322 of the Florida Building Code, Residential as applicable.
 - 1.2. If the addition constitutes substantial improvement, the existing building and the addition shall comply with Section 1612 of the Florida Building Code, Building or Section R322 of the Florida Building Code, Residential as applicable.
2. For horizontal additions that are not structurally interconnected to the existing building:
 - 2.1. The addition shall comply with Section 1612 of the Florida Building Code, Building or Section R322 of the Florida Building Code, Residential, as applicable.
 - 2.2. If the addition and all other proposed work, when combined, constitute substantial improvement, the existing building and the addition shall comply with Section 1612 of the Florida Building Code, Building or Section R322 of the Florida Building Code, Residential, as applicable.
3. For vertical additions and all other proposed work that, when combined, constitute substantial improvement, the existing building shall comply with Section 1612 of the Florida Building Code, Building or Section R322 of the Florida Building Code, Residential, as applicable.
4. For a raised or extended foundation, if the foundation work and all other proposed work, when combined, constitute substantial improvement, the existing building shall comply with Section 1612 of the Florida Building Code, Building.
5. For a new foundation or replacement foundation, the foundation shall comply with Section 1612 of the Florida Building Code, Building, or Section R322 of the

~~that building or structure subsequent to January 1, 2005. If the structure has incurred substantial damage," any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include any project for improvement of a building required to correct existing health, sanitary, or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions. [Also defined in FBC, B, Section 1612.2., as modified by the City.]~~
Any repair, reconstruction, rehabilitation, addition, or other improvement of a building or structure, the cost of which equals or exceeds 50 percent of the market value of the building or structure before the improvement or repair is started. If the structure has incurred "substantial damage," any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include any project for improvement of a building required to correct existing health, sanitary, or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions. [Also defined in FBC, B, Section 1612.2.]

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 - 2.2. If the addition and all other proposed work, when combined, constitute substantial improvement, the existing building and the addition shall comply with Section 1612 of the Florida Building Code, Building or Section R322 of the Florida Building Code, Residential, as applicable.
3. For vertical additions and all other proposed work that, when combined, constitute substantial improvement, the existing building shall comply with Section 1612 of the Florida Building Code, Building or Section R322 of the Florida Building Code, Residential, as applicable.
4. For a raised or extended foundation, if the foundation work and all other proposed work, when combined, constitute substantial improvement, the existing building shall comply with Section 1612 of the Florida Building Code, Building.
5. For a new foundation or replacement foundation, the foundation shall comply with Section 1612 of the Florida Building Code, Building, or Section R322 of the

Florida Building Code, Residential, as applicable.

Exception: Horizontal additions to one- and two-family dwellings in flood hazard areas not designated as coastal high-hazard areas or Coastal A Zones shall have the lowest floor elevated to or above the lowest floor of the existing dwelling or the base flood elevation plus 1 foot, whichever is higher, and shall comply with the other applicable requirements of Section R322 of the Florida Building Code, Residential.

SECTION 4. INCLUSION INTO THE CODE OF ORDINANCES.

It is the intent of the **City Commission** that the provisions of this ordinance shall become and be made a part of the **City of Flagler Beach's** Code of Ordinances, and that the sections of this ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section," "article," "regulation," or such other appropriate word or phrase in order to accomplish such intentions.

SECTION 5. SEVERABILITY.

If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the ordinance as a whole, or any part thereof, other than the part so declared.

SECTION 6. EFFECTIVE DATE. The effective date of this ordinance shall be immediately upon its enactment.

PASSED ON FIRST READING THIS 27th DAY OF AUGUST, 2015.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2015

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

Linda Provencher, Mayor

ATTEST:

Penny Overstreet, City Clerk

Community Rating System
Class Rating Ranges

CRS CLASS	CREDIT POINTS		PREMIUM REDUCTION		
			Inside SFHA	Outside SFHA	
1	4,500	and up	45%	10%	
2	4,000	4,499	40%	10%	
3	3,500	6,999	35%	10%	
4	3,000	3,499	30%	10%	
5	2,500	2,999	25%	10%	Flagler Beach Scores
6	2,000	2,499	20%	10%	2015: 2,252 (tentative)
7	1,500	1,999	15%	5%	273 pts are for HRS.
8	1,000	1,499	10%	5%	2010: 2,140
9	500	999	5%	5%	
10	0	499	0%	50%	
Inside SFHA: Zones VE, AE, and Coastal A					
Outside SFHA: Zone X					
Preferred Risk Policies (PRPs) are not eligible for CRS premium reductions because they already have lower premiums. There are special eligibility requirements.					

Federal Emergency Management Agency NFIP Insurance Report FLORIDA

CID	Community Name	Total Premium	V-Zone	A-Zone	No. Policies	Total Coverage	Total Claims Since 1978	Total Paid Since 1978
	[FLAGLER COUNTY]							
120569	BEVERLY BEACH, TOWN OF	\$ 68,297	6	29	141	\$ 27,564,700	33	\$ 100,085
120086	BUNNELL, CITY OF	\$ 49,193	0	18	43	\$ 11,018,900	8	\$ 189,167
120087	FLAGLER BEACH, CITY OF	\$ 938,115	33	955	1,964	\$ 456,927,700	170	\$ 1,332,137
120085	FLAGLER COUNTY*	\$ 2,000,475	26	2,036	4,487	\$ 1,253,581,900	178	\$ 563,943
120570	MARINELAND, TOWN OF	\$ 109,774	3	5	8	\$ 3,516,600	0	\$ 0
120684	PALM COAST, CITY OF	\$ 1,630,168	0	712	4,448	\$ 1,262,126,600	30	\$ 54,177
	County Total :	\$ 4,796,022	68	3,755	11,091	\$ 3,014,736,400	419	\$ 2,229,509



Fact Sheet

Building Higher in Flood Zones: Freeboard – Reduce Your Risk, Reduce Your Premium

One way flood risk is communicated is through maps that show base flood elevations (BFEs), or the height floodwaters would reach during a 1-percent-annual-chance flood in any given year.

Freeboard is a term used by FEMA's National Flood Insurance Program (NFIP) to describe a factor of safety usually expressed in feet above the 1-percent-annual-chance flood level. The NFIP requires the lowest floor of structures built in Special Flood Hazard Areas (SFHAs) to be at or above the BFE, so a structure built with freeboard would have its lowest floor 1 foot or more above the BFE. Adding freeboard will reduce NFIP insurance premiums.

Benefits of Freeboard

There are many benefits to incorporating freeboard into new construction plans, the most important being safety (Figure 1). Freeboard provides a margin of safety against extraordinary or unknown flood risk. BFEs reflect estimates of flood risk, but there are many unknown factors that can cause flood heights to rise above the BFE, such as wave action, bridge and culvert openings being blocked by debris, and development in the floodplain. It is important to remember that floods more severe than the 1-percent-annual-chance event can and do occur.

Other benefits of freeboard include incurring less damage, easier and faster cleanup after a flood event, and lower flood insurance rates. Incorporating freeboard into building plans can result in substantial savings in flood insurance premiums each year, especially for buildings located in Zone V (a coastal flood zone at risk from wave action). Figure 2 shows potential flood insurance rates based on the amount of freeboard in both riverine (Zone AE) and coastal (Zone VE) environments.

Communities that incorporate freeboard into their local floodplain ordinances can earn discounts on flood insurance by participating in the NFIP's Community Rating System (CRS) program. CRS rewards communities that engage in floodplain management activities that exceed NFIP standards by offering discounts of up to 45 percent on flood insurance policies written for SFHAs in NFIP-participating communities.



Figure 1: House elevated above the BFE with 1 foot of freeboard

What is Floodplain Management?

Floodplain management is the operation of a program of preventive and corrective measures for reducing flood damage. FEMA helps communities develop floodplain management regulations that comply with NFIP regulations. Communities may adopt more restrictive regulations. Community officials may have knowledge of local conditions that require higher standards than the NFIP regulations, particularly for human safety.

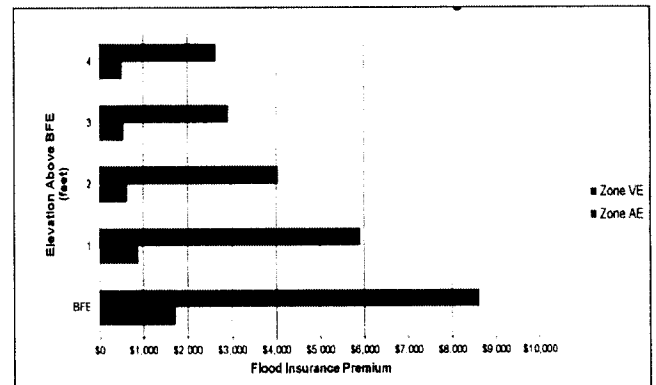


Figure 2: Maximum coverage for a \$250,000 residential building and \$100,000 contents

Benefit-Cost Comparison

Incorporating freeboard into new construction is extremely cost effective. The up-front costs are generally only about 0.25 to 1.5 percent of the total construction costs for each foot of freeboard. However, the long-term savings on flood insurance will more than offset these costs.

For example, adding 2 feet of freeboard to a new home might add \$20 a month to the mortgage payment, or \$240 per year. The resulting flood insurance savings could be more than \$1,000 a year for a building in Zone AE (for instance, in a riverine flood zone not affected by wave action) and \$2,000 a year in Zone VE.

Many States and communities have incorporated freeboard requirements into the elevation and floodproofing requirements stipulated by the NFIP. Freeboard requirements can range from 6 inches to 4 feet, and it would be up to the community to decide what is most appropriate given their location and other community conditions.

Historically Speaking...

Freeboard was (and still is) a nautical term. It refers to the height of a ship's deck above the waterline. If you think of the lowest floor of your house as the deck of your ship, and the BFE as the height of the sea, freeboard is the extra height that keeps the larger waves off your deck.

FOR MORE INFORMATION...

FEMA's Floodplain Management Branch
About floodplain management's role in the NFIP
<http://www.fema.gov/floodplain-management>

FEMA 347 – Above the Flood: Elevating Your Floodprone House.
<http://www.fema.gov/media-library/assets/documents/228?page=1424>

FEMA 312 – Homeowner's Guide to Retrofitting:
<http://www.fema.gov/media-library/assets/documents/450?page=1426>

Homebuilder's Guide to Coastal Construction:
A series of fact sheets providing information about responsible building practices including freeboard.
<http://www.fema.gov/library/viewRecord.do?docId=2136>

FloodSmart
Information for consumers and insurance agents about flood insurance and the NFIP
www.FloodSmart.gov



Street	# of Claims
S FLAGLER AVE	34
LAMBERT AVE	18
OCEAN PALM VILLAS S	17
S OCEANSHORE BLVD	17
N DAYTONA AVE	9
S DAYTONA AVE	7
OCEAN PALM DR	5
S PALMETTO AVE	4
S CENTRAL AVE	4
PALM DR	4
N OCEANSHORE BLVD	4
S 25TH ST	3
N PALMETTO AVE	3
N CENTRAL AVE	2
MOODY LN	2
N 22ND ST	2
N 4TH ST	2
S 26TH ST	2
N 5TH ST	1
N 11TH ST	1
MAGNOLIA ST	1
LANTANA AVE	1
MOODY BLVD	1
OCEAN MARINA DR	1
27TH AVE	1
OCEANSHORE BLVD	1
WINDSONG CV	1
PEBBLE BEACH CIR	1
PINE TREE ST	1
S 19TH ST	1
S 22ND ST	1
S 23RD ST	1
S 7TH ST	1
SUNSET COVE	1
OCEAN PALM VILLAS N	1


Claims By Year as of 2011	
1983	1
1987	1
1990	1
1992	1
1994	2
1995	8
1996	4
1999	2
2000	11
2001	4
2002	17
2004	34
2005	53
2008	2
2009	6
2010	5
	152
Repetitive Loss Properties	
Flagler Beach	11
Uninc County	5
Beverly Beach	1
Palm Coast	0
Bunnell	0



City of Flagler Beach

Date: September 30, 2015

To: Members of the Planning and Architectural Review Board
Don Deal, Chair
Drew Smith, Legal Counsel

From:  Kay McNeely, CFM
Floodplain Administrator

Re: Discussion Topic for October 6 Meeting:
Reduce freeboard from 2 feet to 1 foot for new construction

Background:

On February 26, following the recommendation of the PAR Board, the City Council passed Ordinance 2015-03, a new floodplain ordinance written in conjunction with the *Florida Building Code*. As allowed by *FBC* and *FEMA*, several higher standards were incorporated in the ordinance, including an increase in the amount of **Freeboard (FB)** from the existing one foot (in effect for 30 years) to two feet for new construction and additions, and **Cumulative Substantial Improvement (CSI)** over a period of 10 years.

Subsequent to its passage, a movement by Flagler Home Builders Association to restore FB to one foot for additions prompted the City Council to ask the PAR Board to review Ordinance 2015-03, and make a recommendation on whether to retain two feet of freeboard for additions, or revert to one foot. New construction was not to be considered.

At the July 7, 2015 meeting of the PAR Board, the motion was made to recommend to City Council a reduction in freeboard to one foot for additions, provided doing so would not have a negative impact on the score of the City's Class 6 rank in the NFIP's Community Rating System.

At the time of that meeting, it was known that the City was only 252 points above the 2000 points needed to retain its Class 6 (Range: 2000-2500), and that it had received 287 points for higher regulatory standards, but it was not known how a reduction in FB and CSI might affect those points. I was tasked with obtaining that information.

Within a few days, a breakdown of the City's score for higher regulatory standards was obtained from ISO (still considered "draft" form, even today) and from ISO's CRS Score Sheet, I prepared a summary report called *FEMA's NFIP Community Rating System, Activity 430 Higher Regulatory Standards (2013 ed) Comparison of 2,042 possible points w/ FB Score of 287*.

City Council Meeting, August 27, 2015

The report was presented to the City Council on August 27 (attached). It indicates that only 76 points were awarded for FB and 0 points for CSI. Thus, because the City's current score is not dependent on FB or CSI, it should retain its Class 6 rating.

The City Council was also presented with Ordinance 2015-09 (attached), written in cooperation with an expert FEMA consultant to ensure correct language. It reduces the freeboard from two feet to one foot for additions and reduces the higher standards for substantial improvement / substantial damage to the minimum definitions required by the *FBC*.

Several representatives of the Flagler Home Builders Association present at the August 27 Commission meeting reintroduced the topic of reducing FB to one foot for new construction also, not just additions. Two members of the City Council were in agreement, one was not, and one was undecided (the fifth councilperson was absent). Without a clear majority, the Commission agreed to table Ordinance 2015-09 and ask the PAR Board to reexamine the issue of 1 foot of FB for new construction.

Recommendation

Retain the two feet of freeboard for new construction because it reduces flood risk.

Attachments included for your information and deliberation (and shared with the City Commission) are:

- The report, *FEMA's NFIP Community Rating System, Activity 430 Higher Regulatory Standards (2013 ed), Comparison of 2,042 possible points w/ FB Score of 276*
- Ordinance 2015-09
- A table, *Community Rating System / Class Rating Ranges*, depicting ranges and recent FB scores
- FEMA NFIP Insurance Report for Flagler County, dated August 20, 2015, which shows that since 1978:
 - Flagler Beach has 1,964 policies, or 18% of the county's 11,091 total policies;
 - Flagler Beach insurance claims account for 170 of the county's 419 claims, i.e., 60%.
 - Claims paid to Flagler Beach total \$1,332,137.
- FEMA Fact Sheet, *Building Higher in Flood Zones: Freeboard – Reduce Your Risk, Reduce Your Premium*

And an additional attachment (prepared subsequent to the August 27 City Commission meeting)

- A table, *Historic Local Flood Insurance Claims by street and year*

FEMA's NFIP Community Rating System
Activity 430 Higher Regulatory Standards (2013 Edition)
Comparison of 2,042 possible points w/ FB Score of 276

Heading: **Development Limitations**

CRS Abbr: 432.a. DL

Description:

Prohibiting fill and other ground-altering measures can protect existing development and habitat, improve water quality, and maintain the flood attenuating benefits of natural areas.

KMc Notes:

City received 66 points for Compensatory Storage (see DL1.b., below)

Possible Points: **1330**

FB 2015 Credited Points: **66**

Heading: **Compensatory Storage**

CRS Abbr: 432.a. DL1.b

Description:

One method to offset the impacts of the use of fill is to require compensatory storage, but compensatory storage does not compensate for the adverse impact on other natural floodplain functions. Therefore, it is worth approximately half the credit. This credit is for regulations that require new developments to provide compensatory storage at hydraulically equivalent sites up to a ratio of 1.5:1.

KMc Notes:

280 possible points from DL1.a OR possibly as much as 130 for DL1.b.

Possible Points: **130**

FB 2015 Credited Points: **66**

Heading: **Freeboard**

CRS Abbr: 432.b. FB

Description:

The NFIP requires that the lowest floor of residential structures be elevated to or above the base flood elevation and that non-residential structures be elevated or floodproofed to or above the base flood elevation. Attached garages and utilities (including electrical, heating, ductwork, ventilating, plumbing and air conditioning) must also be protected to the base flood elevation.

A freeboard requirement adds height above the BFE to provide an extra margin of protection to account for waves, debris, miscalculations, or lack of data.

If the community requires that (utilities) be elevated or made of flood-resistant materials above the BFE, but does not require these facilities to be elevated or protected to the freeboard level, then the value for the freeboard is considered to be 75% of the elevation requirement.

KMc Notes:

Points were for 1 foot of freeboard in the past. Because two feet of FB is new and no ECs have been submitted yet, credit will be awarded at next 5 year cycle visit in 2020. Points were deducted because no language expressly requires utilities to be elevated to 2 feet. (Interesting Note: FEMA and ISO do not agree that utility language must be more specific. FEMA says the new Ord references the FBC which states to use the adopted freeboard for utilities, and that should be sufficient. FEMA was not aware that ISO was deducting points until brought to their attention during our ISO visit in Feb. FDEM (FEMA's state rep) and ISO are meeting on this currently to see if all FL communities that received deductions for lacking more specific utility language can be fully credited.)

Possible Points: **500**

FB 2015 Credited Points: **76**

Heading: **Building Code**

CRS Abbr: 432.h. BC

Description:

BCGES was initiated by the insurance industry after determining that the catastrophic losses from Hurricane Andrew were compounded by poor building code enforcement. BCGES assesses the building codes in effect in a community and how a community enforces them, with special emphasis on mitigation of losses from natural disasters. BC1 recognizes that communities have adopted the current editions of the appropriate codes.

KMc Notes:

City received 48 pts for BC1. We may have been docked 2 pts for having septic systems.

Possible Points: **50**

FB 2015 Credited Points: **48**

Heading: **Building Code**

CRS Abbr: 432.h. BC

Description:

BC2 credits the community's Building Code Effectiveness Grading Schedule (BCEGS) classification.

KMc Notes:

City piggybacked on County's classification number of 3 for 30 points because in 2012 the County was doing City inspections. (The County's classification expired July 2015. After the ISO review in February, the City received a BCEGS classification number of 4, which equates to 20 points.)

Possible Points: **50**

FB 2015 Credited Points: **30**

Heading: **Local Drainage Protection**

CRS Abbr: 432.i. LDP

Description:

LDP credit is for regulations that ensure that every new building will be built so that it is protected from local drainage flooding. A regulation that only addresses drainage plans in new subdivisions is not credited.

LPD1 = 40 x number of feet the lowest floor (including basement) must be above the crown of the nearest street or the highest grade adjacent to the building

LDP2 = 40 points, if the regs require that, as a condition of receiving a building permit, the applicant must prepare a site plan that (a) accounts for street flooding and local drainage from and onto adjoining properties, and (b) protects the building from local drainage flows

LDP3 = EITHER 20 points, if the regs require the applicant to provide positive drainage away from the building site to an approved point of collection that does not create a hazard or problem on neighboring properties OR 10 points if the regulations require that the applicant provide positive drainage away from the building site.

LDP4 = 20 points, if the regs require that the increased volume of runoff due to the development (from the 100-year storm) is kept on-site, such as via a low-impact development measure.

KMc Notes:

ISO credited LDP3. There are no points for LDP4 because City stormwater projects have been built to the 10-year and 25-year rain event, not the 100-year.

Possible Points: **120**

FB 2015 Credited Points: **10**

Heading: **Building Code**

CRS Abbr: 432.h. BC

Description:

BCGES was initiated by the insurance industry after determining that the catastrophic losses from Hurricane Andrew were compounded by poor building code enforcement.

BCGES assesses the building codes in effect in a community and how a community enforces them, with special emphasis on mitigation of losses from natural disasters.

BC1 recognizes that communities have adopted the current editions of the appropriate codes.

KMc Notes:

City received 48 pts for BC1. We may have been docked 2 pts for having septic systems.

Possible Points: 50

FB 2015 Credited Points: 48

Heading: **Building Code**

CRS Abbr: 432.h. BC

Description:

BC2 credits the community's Building Code Effectiveness Grading Schedule (BCEGS) classification.

KMc Notes:

City piggybacked on County's classification number of 3 for 30 points because in 2012 the County was doing City inspections. (The County's classification expired July 2015. After the ISO review in February, the City received a BCEGS classification number of 4, which equates to 20 points.)

Possible Points: 50

FB 2015 Credited Points: 30

Heading: **Local Drainage Protection**

CRS Abbr: 432.i. LDP

Description:

LDP credit is for regulations that ensure that every new building will be built so that it is protected from local drainage flooding. A regulation that only addresses drainage plans in new subdivisions is not credited.

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LPD4 = 20 points, if the regs require that the increased volume of runoff due to the development (from the 100-year storm) is kept on-site, such as via a low-impact development measure.

KMc Notes:

ISO credited LDP3. There are no points for LDP4 because City stormwater projects have been built to the 10-year and 25-year rain event, not the 100-year.

Possible Points: 120

FB 2015 Credited Points: 10

FEMA's NFIP Community Rating System
Activity 430 Higher Regulatory Standards (2013 Edition)
Comparison of 2,042 possible points w/ FB Score of 276

Heading: **Development Limitations**

CRS Abbr: 432.a. DL

Description:

Prohibiting fill and other ground-altering measures can protect existing development and habitat, improve water quality, and maintain the flood attenuating benefits of natural areas.

KMc Notes:

City received 66 points for Compensatory Storage (see DL1.b., below)

Possible Points: **1330**

FB 2015 Credited Points: **66**

Heading: **Compensatory Storage**

CRS Abbr: 432.a. DL1.b

Description:

One method to offset the impacts of the use of fill is to require compensatory storage, but compensatory storage does not compensate for the adverse impact on other natural floodplain functions. Therefore, it is worth approximately half the credit. This credit is for regulations that require new developments to provide compensatory storage at hydraulically equivalent sites up to a ratio of 1.5:1.

KMc Notes:

280 possible points from DL1.a OR possibly as much as 130 for DL1.b.

Possible Points: **130**

FB 2015 Credited Points: **66**

Heading: **Freeboard**

CRS Abbr: 432.b. FB

Description:

The NFIP requires that the lowest floor of residential structures be elevated to or above the base flood elevation and that non-residential structures be elevated or floodproofed to or above the base flood elevation. Attached garages and utilities (including electrical, heating, ductwork, ventilating, plumbing and air conditioning) must also be protected to the base flood elevation.

A freeboard requirement adds height above the BFE to provide an extra margin of protection to account for waves, debris, miscalculations, or lack of data.

If the community requires that (utilities) be elevated or made of flood-resistant materials above the BFE, but does not require these facilities to be elevated or protected to the freeboard level, then the value for the freeboard is considered to be 75% of the elevation requirement.

KMc Notes:

Points were for 1 foot of freeboard in the past. Because two feet of FB is new and no ECs have been submitted yet, credit will be awarded at next 5 year cycle visit in 2020. Points were deducted because no language expressly requires utilities to be elevated to 2 feet. (Interesting Note: FEMA and ISO do not agree that utility language must be more specific. FEMA says the new Ord references the FBC which states to use the adopted freeboard for utilities, and that should be sufficient. FEMA was not aware that ISO was deducting points until brought to their attention during our ISO visit in Feb. FDEM (FEMA's state rep) and ISO are meeting on this currently to see if all FL communities that received deductions for lacking more specific utility language can be fully credited.)

Possible Points: **500**

FB 2015 Credited Points: **76**

Heading: **State-mandated Regulatory Standards**

CRS Abbr: 432.n. SMS

Description:

KMc Notes:

Points were received for the state's Coastal Construction Control Line (CCCL).

Possible Points: **20**

FB 2015 Credited Points: **20**

Heading: **Regulations Administration**

CRS Abbr: 432.o. RA

Description:

RA1.

- a. 5 points for each CFM or graduate of an approved EMI class OR
- b. 25 points, if all proposed development projects in the floodplain and all final inspections and project approvals are reviewed and approved by a CFM. The credit is provided as long as no new floodplain development project is used or occupied without the review and approval of a CFM.

KMc Notes:

I have been a Certified Floodplain Manager since 2008. Beginning in February of this year, I started reviewing floodplain building permits along with the City Engineer / Director of Public Works.

Possible Points: **67**

FB 2015 Credited Points: **25**

KMc, 8.20.2015

#16

ORDINANCE 2015-15

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, AMENDING CHAPTER 11 SOLID WASTE, SECTIONS 11-1 DEFINITIONS; SECTION 11-6 (2)B, C, TO AMEND THE REGULATIONS FOR YARD WASTE STANDARDS, PROVIDING FOR CODIFICATION, CONFLICT, REPEAL AND AN EFFECTIVE DATE.

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

SECTION 1. Chapter 11 Solid Waste, Sections 11-1 Definitions; and Section 11-6 (2) b and (2) c, of the City of Flagler Beach Code of Ordinances is hereby amended as follows (note: strikethrough text indicates deletions, underline text indicates additions, ellipses (***) identify text that remains unchanged and that is not reprinted herein)

Sec. 11-1. - Definitions.

Special pickup service means an excessive amount of garbage or yard waste as determined by the director to be beyond reasonable amounts that do not lend themselves to normal service. This includes but is not limited to accumulation of more than eight (8) thirty-two-gallon containers of garbage or yard waste; a pile of yard waste no larger than three (3) feet wide ~~three (3)~~ six (6) feet high and six (6) feet long, or no more than 4 cubic yards or yard waste that is not placed in an approved manner, (see standards for yard waste collection).

Section 11-6. Collection for residential service

(2) Standards for yard waste collection are as follows:

- b. Branches shall be cut into lengths of five (5) feet or less and shall be no bigger than (5) inches in diameter, stacked with other yard waste.
- c. Palm fronds need to be neatly piled with all stems towards the street in a pile no larger than three (3) feet wide ~~three (3)~~ six (6) feet high and six (6) feet long, or tied in bundles no larger than one man can handle.

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

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

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

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

PASSED ON FIRST READING THIS _____ DAY OF _____, 2015.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2015

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

Linda Provencher, Mayor

ATTEST:

Penny Overstreet, City Clerk

ORDINANCE 2015-11

17

AN ORDINANCE OF THE CITY OF FLAGLER BEACH, FLORIDA, APPROVING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF FLAGLER BEACH, FLORIDA AND THE FLORIDA STATE FRATERNAL ORDER OF POLICE, INC. FOR THE PERIOD OCTOBER 1, 2015 THROUGH SEPTEMBER 30, 2018, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the existing Collective Bargaining Agreement between the City of Flagler Beach, Florida and the Coastal Police Benevolent Association expires on September 30, 2015; and

WHEREAS, the City of Flagler Beach, Florida and the Florida State Fraternal Order of Police, Inc. have negotiated in good faith renewed and amended terms of the Collective Bargaining Agreement; and

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

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

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

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

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

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

PASSED ON FIRST READING THIS 24TH DAY OF SEPTEMBER, 2015.

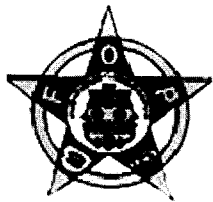
PASSED AND ADOPTED THIS _____ DAY OF OCTOBER, 2015.

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

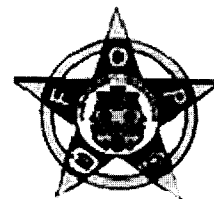
ATTEST:

Linda Provencher, Mayor

Penny Overstreet, City Clerk



Fraternal Order of Police FLORIDA STATE LODGE



October 11, 2015

Mr. Bruce C. Campbell
City Manager
City of Flagler Beach
105 South Second Street
Flagler Beach, Florida 32136

Dear Mr. Campbell:

Please accept this correspondence as formal notification of our desire to accept the language that the City Commission approved on first reading of the negotiated collective bargaining agreement. While this procedure raised some questions by the membership, the changes are not substantive and minimally affect the ratified CBA. It is clear that there was no intent by the City Commission to alter any provision of the contract other than for uniformity and grammatical clarity.

Therefore, the FOP withdraws any objection to the city commission's version of the CBA, and looks forward to a rapid final approval of our CBA.

Respectfully submitted,

Gary Evans

Gary Evans
Staff Representative
Florida Labor Council
Florida State Fraternal Order of Police, Inc.

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AGREEMENT BETWEEN
CITY OF FLAGLER BEACH
AND THE
FLORIDA STATE FRATERNAL
ORDER OF POLICE, INC.

- 1 AGREEMENT INDEX
- 2 ARTICLE I RECOGNITION
- 3 ARTICLE 2 NON-DISCRIMINATION
- 4 ARTICLE 3 MANAGEMENT RIGHTS
- 5 ARTICLE 4 WORK STOPPAGES
- 6 ARTICLE 5 PERSONNEL RECORDS
- 7 ARTICLE 6 HOURS OF WORK AND OVERTIME
- 8 ARTICLE 7 MILEAGE ALLOWANCE AND TAKE HOME VEHICLES
- 9 ARTICLE 8 DISCIPLINE AND DISCHARGE
- 10 ARTICLE 9 RANDOM ALCOHOL AND DRUG TESTING
- 11 ARTICLE 10 INSURANCE
- 12 ARTICLE 11 LEAVE OF ABSENCE
- 13 ARTICLE 12 WORKER'S COMPENSATION BENEFITS
- 14 ARTICLE 13 VACATION
- 15 ARTICLE 14 SICK LEAVE
- 16 ARTICLE 15 MISCELLANEOUS LEAVES
- 17 ARTICLE 16 HOLIDAYS
- 18 ARTICLE 17 BEREAVEMENT LEAVE
- 19 ARTICLE 18 VOTING
- 20 ARTICLE 19 SENIORITY
- 21 ARTICLE 20 PROMOTIONS
- 22 ARTICLE 21 BULLETIN BOARD
- 23 ARTICLE 22 DUES DEDUCTION
- 24 ARTICLE 23 ASSOCIATION REPRESENTATIVE
- 25 ARTICLE 24 WORKING OFF DUTY

FINAL

- 1 ARTICLE 25 INDIVIDUAL RIGHTS
- 2 ARTICLE 26 INTERNAL INVESTIGATIONS/OBLIGATIONS TO THE PUBLIC
- 3 ARTICLE 27 GRIEVANCE AND ARBITRATION PROCEDURE
- 4 ARTICLE 28 SEVERABILITY CLAUSE
- 5 ARTICLE 29 RULES AND REGULATIONS
- 6 ARTICLE 30 PENSION PLAN
- 7 ARTICLE 31 SAVINGS CLAUSE
- 8 ARTICLE 32 EQUIPMENT
- 9 ARTICLE 33 UNIFORMS AND EQUIPMENT
- 10 ARTICLE 34 EDUCATION
- 11 ARTICLE 35 TRAINING
- 12 ARTICLE 36 COMPENSATION
- 13 ARTICLE 37 PROBATIONARY PERSONNEL
- 14 ARTICLE 38 TEMPORARY ASSIGNMENT TO A HIGHER CLASSIFICATION
- 15 ARTICLE 39 TERMS OF AGREEMENT
- 16 ARTICLE 40 SIGNATURES AND ATTEST

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AGREEMENT

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This Agreement is entered into by the City of Flagler Beach, Florida, hereinafter referred to as
6 the "City" and the Florida State Fraternal Order of Police, Inc., hereinafter referred to as the
7 "FOP or Union."

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ARTICLE 1

RECOGNITION

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

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ARTICLE 2

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NON-DISCRIMINATION

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

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

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ARTICLE 3

MANAGEMENT RIGHTS

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3.1 Except as expressly provided for in this Agreement, the City has the sole and exclusive right to manage and direct the Police Department of the City of Flagler Beach, set standards of service to be offered to the public and to exercise control and discretion over its operation.

3.2 The City, except as provided in the Agreement, specifically, but not by way of limitation, reserves the exclusive right to: Hire, promote, and lay off employees; fire, demote and suspend for just cause; transfer employees from location to location, re-hire employees; maintain the efficiency of employees through supervisory personnel; merge, consolidate, expand or close the Department or any part hereof or expand, reduce, alter, combine, assign or cease any positions with adequate notice; control the use of equipment and property of the City; fill any position on a temporary, emergency or interim basis, determine the number, location, and operation of headquarters, annexes, divisions, substations and departments thereof; schedule and assign the work to the employees and determine the size and composition of the work force; formulate and implement departmental policy, rules and regulations; and introduce new or improve services, maintenance procedures, materials, facilities and equipment.

3.3 If the City fails to exercise any one, or more, of the above functions from time to time, it shall not be deemed a waiver of the City's right to exercise any or all of such functions.

3.4 The above rights of the City are not all-inclusive but indicate the type of matters, or rights, which belong to and are inherent to the City in its capacity of management and direction of the City of Flagler Beach. Any rights, powers and authority of the City had prior to entering into this Agreement are retained by the City except as expressly and specifically abridged, delegated, granted or, modified by this Agreement.

3.5 If it is determined that civil emergency conditions exist, including riots, disorders, hurricane conditions, what is judged to be a public danger, or emergency, the provisions of this Agreement may be suspended by Ordinance 2008-12 during the time of the declared emergency, provided that the wage rates and monetary fringe benefits shall not be suspended.

3.6 However, the exercise of the above rights shall not preclude employees or their representatives from raising grievances, should decisions on the above matters have the practical consequence of violating the terms and conditions of this Agreement.

1 3.7 The City and the Commanding Officer of the Police Department acknowledge that the
2 language in this Article is not a waiver of any of the FOP's rights under Federal and
3 Florida statutes nor is it a waiver of any employee or group of employee's rights under
4 Federal or Florida statutes.

5 3.8 When filling a temporary vacancy, the City shall offer that shift or assignment to full
6 time bargaining unit employees as an overtime assignment and it shall be given to full
7 time police officers based on seniority and availability. The City may utilize part
8 time/reserve police officers, to temporarily augment manpower requirements to cover
9 special events, natural disasters, and other circumstances where additional manpower
10 may be necessary for the protection and welfare of citizens.

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ARTICLE 4

WORK STOPPAGES

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

ARTICLE 5

PERSONNEL RECORDS

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5.1 Each employee covered by this Agreement shall have the right to inspect his official personnel file, provided however that such inspection shall take place during working hours at the location where the official personnel file is kept. The employee shall have the right to make one duplicate copy at city expense of any item contained in his official personnel file.

5.2 Employees shall have the right to file a written response to any letter of reprimand, or other document, which is placed in the employee's official personnel file subsequent to the effective date of this Agreement as a result of supervisory action or citizen's complaint. Any such written response shall be included in the employee's official personnel file together with the letter of reprimand, or other document, against which it is directed.

5.3 To the extent permitted by law, and in order to protect the privacy and promote the safety of individual police officers, the City agrees not to directly, or indirectly, furnish the news media or the public with any employee's home address, telephone number or photograph unless failure to do so would violate the Sunshine Law.,

5.4 The FOP agrees to neither directly, or indirectly furnish the news media or the public with the employee's personnel records without the consent of the City and the employee thus mutually agreeing to the confidentiality of personnel records other than required by law.

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ARTICLE 6

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HOURS OF WORK AND OVERTIME

4 The following provisions shall govern hours of work and overtime:

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6 A. A normal pay period shall consist of two (2) consecutive weeks of eighty four (84) hours.
7 Nothing herein shall guarantee any employee payment for the work period unless the
8 employee actually works eighty four (84) in such pay period, or his/her actual hours
9 worked and his/her authorized compensated leave, or sick leave, totals eighty-four (84)
10 hours.

11 B. Hours worked in excess of eighty-four (84) hours in a work period, shall be compensated
12 at the rate of time and one-half of the employee's regular straight time rate. An
13 employee may elect to take compensatory leave time in lieu of pay, where applicable in
14 this Agreement, up to a maximum accumulation of eighty four (84) hours. All employees
15 will have until September 30 of each year to reduce their current compensatory time to
16 eighty four (84) hours. All hours in excess of the maximum shall be in the form of pay.
17 An employee separating from the Department on a voluntary or involuntary basis shall
18 receive lump sum payment for accumulated compensatory time. Employees may elect to
19 sell back up to forty (40) hours of compensatory time each year. Request for sell back
20 must be made during the month of November and payout will be made on the pay period
21 before Christmas of that year.

22 C. If any employee covered by this Agreement is called out to work at a time
23 outside his normal working hours, he/she shall receive a minimum of three (3) hours pay
24 at the rate of time and one- half his/her straight time rate or may elect to take
25 compensatory leave time in lieu of pay.

26 D. The aforementioned minimum call out compensation and the other provisions of
27 paragraph C. of this Article shall apply to require off duty appearances as a subpoenaed
28 witness in the Federal, Circuit, or County Courts on pending criminal, civil, or
29 traffic cases where the employee is involved as a witness, in his official capacity,
30 arresting officer, and/or investigation officer.

31 E. No supervisor, or official, shall take action to cause the non-payment of time and one-half
32 when the employee has performed work, which entitles him/her to such payment.

33 F. Management will not unilaterally change or alter work schedules to avoid the payment of
34 overtime.

- 1 G. The Commanding Officer of the Police Department shall make a good faith effort to
2 assign overtime as equally as possible.
- 3 H. Employees shall be given fourteen (14) calendar days' notice of any permanent change
4 in their regular hours of work; except in case of emergency situations, the
5 Department will avoid scheduling an employee to work continuous shifts. If an
6 employee is not notified prior to forty-eight (48) hours of a shift change, he/she shall
7 receive one and one-half times the straight time hourly rate for the first twelve hours of
8 the new shift.
- 9 I. A shift work schedule will be posted showing the schedule for a period of at least twenty-
10 eight (28) days and will be posted at least fourteen (14) calendar days in advance of
11 the expiration of the previous schedule.
- 12 J. Patrol Shifts will be for twelve (12) hours for all employees covered by this agreement.
13 Employees not assigned to regular patrol duties may be assigned alternate shift schedules
14 at the discretion of the Commanding Officer of the Police Department.
- 15 K. Department meetings will be held on officer's duty time, for the purpose of
16 conveying policy changes and operating procedures, or the discussion of anything
17 pertaining to the operation of the Flagler Beach Police Department.
- 18 L. At no time will volunteers be used to replace the duties, or functions, of regular full-time
19 certified officers. The City may institute a Citizens on Patrol (COP) program to assist
20 full-time certified police officers in accomplishing tasks which do not require the
21 presence and/or authority of a full-time certified police officer. It is not the intention of
22 the City to use the COP program to replace any full-time certified police officer.

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ARTICLE 7

MILEAGE ALLOWANCE AND TAKE HOME VEHICLES

- 7.1 Employees directed and authorized to use their private automobile for personal conveyance only, shall be reimbursed in accordance with the mileage allowance permitted by the City.
- 7.2 The City will make a good faith effort to provide each non-probationary sworn police officer living within a 25 air mile radius of the City of Flagler Beach a marked/unmarked take-home police vehicle (when available). The assigned vehicle will be driven to and from work and to conduct official business only.
- 7.3 Employees eligible to participate in the take home program will reimburse the City via payroll deduction at the following rates:
 - Officers living within the Flagler Beach City limits: \$0 – no cost
 - Sergeants living within the Flagler Beach City limits: \$0 – no cost
 - Officers living within Flagler County: twenty-five dollars (\$25) per month
 - Sergeants living within Flagler County: fifteen dollars (\$15) per month
 - Officers living outside of Flagler County: thirty dollars (\$30) per month
 - Sergeants living outside of Flagler County: twenty dollars (\$20) per month.
- 7.4 Employees shall adhere to all City and Flagler Beach Police Department policies and rules regarding use of take home vehicles. The City shall be responsible for each vehicle assigned to officers and keep each vehicle in a safe operating condition.

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ARTICLE 8

DISCIPLINE AND DISCHARGE

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

ARTICLE 9

RANDOM DRUG TESTING

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3 9.1 The City, the FOP and the employees covered under this agreement
4 recognize that employee substance and alcohol abuse may have an adverse
5 impact on the operations of the City, the image of the employees and the
6 Department, and the general health, welfare and safety of the employees
7 and the general public.

8 9.2 In an effort to maintain a drug and alcohol-free workplace, Officers will be
9 subject to urine drug and/or alcohol testing in accordance with this
10 agreement. Any Officer who refuses to comply with a request for drug or
11 alcohol testing, who provides false information in connection with a test, or
12 who attempts to falsify test results through tampering, contamination,
13 adulteration or substitution shall be subject to disciplinary action, up to and
14 including termination. Failure to provide an adequate urine sample
15 (consistent with the most current federal rules, regulations and guidelines)
16 without a valid medical explanation from a doctor shall constitute refusal to
17 submit.

18 9.3 Required Drug Testing: Employees covered herein or applicants for
19 positions covered herein will be required to take a drug and alcohol test;

- 20 a. Employment: Prior to employment with the City.
21 b. Transfer: Prior to transferring into or out of any assignment whose
22 primary responsibilities include the enforcement of narcotics/drug
23 laws.
24 c. Vehicle Crash: Whenever an employee is involved in a City vehicle
25 crash/accident, he/she must submit to a test as soon as reasonably
26 possible and prior to the end of their shift.
27 d. Reasonable Suspicion: At any time when "Reasonable Suspicion"
28 exists than an employee has engaged in the illicit use of narcotics,
29 drugs or controlled substances. "Reasonable Suspicion" shall mean
30 an articulated belief based on specific facts and reasonable
31 inferences drawn from those facts.

- 1 e. Fitness of Duty Examination: Any time an employee is referred to a
 2 physician or psychologist for a fitness of duty examination.
 3 f. Monthly Random Testing: One (1) sworn Officer, to include the
 4 Police Captain and Reserve Officers, will be selected randomly and
 5 the selected Officer will submit to a drug test (urinalysis).
 6 g. After Care Monitoring: Anytime within two (2) years after an
 7 employee has tested positive for the presence of alcohol or any of
 8 the substances listed in Section ##.3 of this agreement or two (2)
 9 years after completing initial rehabilitation, whichever is later is
 10 subject to follow up testing.

11 9.4 Random Testing Procedure: The random selection process will be
 12 conducted at City Hall on the first Monday of each Month (on the first
 13 Tuesday in the case of a City holiday on the 1st Monday). The Police Captain
 14 and an Officer selected by the Union will make the random selection. Each
 15 Officer will have a specific number that identifies him/her and the selection
 16 will be conducted randomly, with all parties present. Should the Police
 17 Captain become unavailable (vacations, illness, etc.) his/her representative
 18 will be present for the random selection. The randomly selected Officer
 19 shall be contacted during their next regularly scheduled duty assignment
 20 day/night and instructed to respond to the Employer's contracted and
 21 licensed provider for testing. The selected Officer will be accompanied by a
 22 Police Supervisor as designated by the Police Captain.

23 9.5 Drugs to be tested for: When an employee or applicant is required to take
 24 a drug/alcohol test as required in Section 9.2 of this agreement, a urinalysis
 25 test will be given to detect the presence of the following;

- 26 a. Alcohol (Ethanol)
 27 b. Amphetamines
 28 c. Barbiturates (e.g., Amobarbital, Butabarbital, Phenobarbital,
 29 Secobarbital)
 30 d. Benzodiazepines
 31 e. Benzoylcegonine (Cocaine)
 32 f. Creatine

- 1 g. Methadone
- 2 h. Opiates (e.g., Codeine, Heroin, Morphine, Mydromorphone,
- 3 Hydrocodone)
- 4 i. Oxycodone and/or Oxymorphone
- 5 j. THC (Marijuana Metabolite)

6 9.6 Collection Location and Cost: The City shall select the certified lab/testing
7 facility and will incur the financial costs associated with random drug
8 testing.

9 9.7 Confidentiality of Test Results: All information from an employee's drug
10 and alcohol test is considered confidential and only the City's Human
11 Resource Director will be informed of the test results. The results of a
12 positive test for alcohol or drugs shall not be released until the results are
13 confirmed.

14 In any case where the test results may warrant disciplinary action and/or
15 termination proceedings, the test results will be provided to the Police
16 Captain.

17 9.8 Refusal to Consent to Testing: Any employee under this agreement that
18 refuses to consent to a drug and/or alcohol test as outlined in Section 9.2 is
19 subject to disciplinary action up to and including termination. The reason
20 for the refusal shall be considered in determining the appropriate
21 disciplinary action. Probationary Officers that refuse to consent to random
22 testing or test positive for alcohol or drugs will be dismissed.

23 9.9 Self-Reporting: Any Officer who voluntarily reports a substance abuse
24 problem to the Employer, excluding all drugs not obtained for an originally
25 legitimate medical reason, shall be permitted to use annual leave, holiday
26 leave, sick leave, compensatory leave, or take a personal leave of absence
27 in accordance with the Family Medical Leave Act in order to obtain
28 substance abuse counseling. Such leave requests must also comply with
29 the City's policy for accrued and authorized leave.

- 1 9.10 Confirmation of Controlled Substance Use: Upon confirmation of
2 controlled substance use, the employee shall be notified by the lab/testing
3 facility within seventy-two (72) hours and shall be provided an opportunity
4 to submit evidence of legal use by prescription to the lab/testing facility.
- 5 a. Additionally, an employee whose drug test yields a positive result
6 shall be given a second test using a chromatography/mass
7 spectrometry (DS/MS) test. The second test shall use a portion of
8 the same test (original) sample from the employee used in the first
9 test. If the second test is determined to have been adulterated, this
10 constitutes a refusal to submit and the Officers will be subject to
11 disciplinary action, up to and included termination. When evidence
12 of adulteration is reported and the presence of a drug or drug
13 metabolite is confirmed, the Human Resource Director is not to
14 report the presence of the drug. Under these circumstances the
15 Officer is not permitted to have a second urine sample from the
16 original test sample.
- 17 b. If the second test confirms the positive test results, the employee
18 shall be notified of the results in writing by the Police Captain. The
19 letter of notification shall identify the particular substance found and
20 its concentration level. When a test result is reported as substituted,
21 this constitutes a refusal to submit and the Officer will be subject to
22 disciplinary action, up to and including termination. Under these
23 circumstances the City will not conduct any additional tests from the
24 original sample.
- 25 c. Any employee whose second test confirms the original positive test
26 result may, at the employee's own expense, have a third test
27 conducted on the originally submitted sample at a laboratory
28 approved by the City.
- 29 9.11 Officers seeking alcohol or drug rehabilitation may request assistance from
30 the Employee Assistance Program (EAP).
- 31 9.12 The City of Flagler Beach will not discharge, discipline or discriminate
32 against any Officer solely based on the fact that the Officer has sought
33 treatment, while employed with the City of Flagler Beach, for a

1 drug/alcohol related problem if the Officer has not previously tested
2 positive for drugs/alcohol, entered an employee assistance program for
3 drug problems, or entered an alcohol or drug rehabilitation program.

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ARTICLE 10

INSURANCE

- 10.1 The City agrees to maintain a Health Insurance plan including hospitalization. Employees covered under this Agreement will be provided individual coverage at City expense; provided however each Employee shall pay four point two percent (4.2%) of the premium cost up to a maximum of thirty dollars (\$30) per month, which payment shall be made as a payroll deduction each pay period. Dependent coverage will be provided by the employee.
- 10.2 The City agrees that if an employee covered by this Agreement chooses to join, or desires to discontinue the City program, he shall sign a card provided by the City to this effect.
- 10.3 Eligibility for a Health Insurance plan including hospitalization under the City plan shall be on the first day of the month following thirty (30) days from the date of full time employment. Example: Employee hired on the May 10th would not be eligible for coverage until July 1st.
- 10.4 Any employee who suffers a catastrophic injury, as defined in s. 440.02, in the line of duty shall have the entire premium of the employer's health insurance plan shall be paid for by the City for the employee, the employee's spouse, and for each dependent child of the injured employee until the child reaches the age of majority or until the end of the calendar year in which the child reaches the age of 25 if the child continues to be dependent for support, or the child is a full-time or part-time student and is dependent for support. The term "health insurance plan" does not include supplemental benefits that are not part of the basic group health insurance plan. If the injured employee subsequently dies, the City shall continue to pay the entire health insurance premium for the surviving spouse until remarried, and for the dependent children, under the conditions outlined in this paragraph.

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ARTICLE 11
LEAVE OF ABSENCE

11.1 The City manager may grant any bargaining unit member a leave of absence with, or without pay, for a period not to exceed thirty (30) days. Leaves of absence without pay for a period in excess of thirty (30) days, but not more than one year, may be granted only upon the written approval of the City Administrator. Failure of any employee to return to duty upon expiration of his leave of absence shall constitute the resignation of that employee. Holidays, sick leaves, annual leave, and any other benefits based on time spent in the employment of the City shall not accrue, or be credited, during a leave of absence without pay, provided however, the employee may maintain his life insurance and health insurance by paying both his and the City's share of any premiums due, for a period not to exceed ninety (90) days. Merit increases and any other increases for which an employee may become eligible based in whole, or in part, on length of service with the City, shall not be credited during any period of leave of absence. The employee shall be returned to the same salary grade as when he left.

11.2 Any employee covered hereunder may be given educational leave for the purpose of taking courses, or attending conferences, and/or seminars directly related to the employee's work as determined by the City Manager. The decision to grant, or not to grant, such educational leave and the determination as to whether such leave will be compensated shall be the sole and exclusive function of the City Manager.

11.3 An employee, who is a member of the National Guard, or an organized military reserved unit of the Unites States, will be allowed a maximum of seventeen (17) calendar day's leave of absence with pay during any twelve (12) month period when called to active duty or for training with the armed forces. During such period of leave with pay, the employee's benefits continue in the same manner as if he were on active duty with the City.

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ARTICLE 12

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WORKER'S COMPENSATION BENEFITS

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5 Employees disabled because of an injury arising out of and in the course of performing
6 their duties will be governed by the Florida State Workers' Compensation Law.

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ARTICLE 13
VACATIONS

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13.1 Eligibility and rate of earning.

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

CONTINUED EMPLOYMENT	ANNUAL VACATION EARNED
1 through 4 years	84 hours
5 through 9 years	120 hours
10 through 14 years	168 hours
15 through 19 years	204 hours
20 +	252 hours

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

13.2 Using vacation time.

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

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

13.3 Request for leave.

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

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

13.4 Annual vacation may be granted for the following purposes.

A. Regular scheduled vacations.

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

8 13.5 Unused Vacation Time.

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

11 13.6 Unused Vacation Time.

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

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ARTICLE 14
SICK LEAVE

14.1 Eligibility and rate of earning.

A. Each employee will earn sick leave at the rate of one twelve (12) hour day per month.

Note: Employees working other than 12 hour shifts will accrue at eight (8) hours per month.

B. Sick leave may be taken during the employee's probationary period.

C. Sick leave will not be granted in advance of accrual.

D. Sick leave will be considered as time worked for overtime computation.

14.2 Charging leave.

A. Sick Leave will be charged to the employee in increments of no less than one (1) hour.

B. Should a holiday occur during sick leave, it shall not be charged as sick leave.

14.3 Request for leave.

A. To receive compensation while on sick leave, the employee shall notify his/her immediate supervisor, or the Commanding Officer of the Police Department, in accordance with departmental regulations. Any employee must notify the department within the established time limit set by the Commanding Officer of the Police Department. This provision may be waived if the employee submits to the Commanding Officer of the Police Department evidence that would have made it impossible to give such notification.

B. The Commanding Officer of the Police Department may request a physician's certificate to verify the illness of any employee on sick leave for three (3) days or more of absence within a 30 day period.

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

A. Personal injury, employee pregnancy or illness of the employee, provided this meets ADA requirements.

1 B. Medical, dental, optical or chiropractic examination or treatment when it is
2 not possible to arrange the appointment for off-duty hours.

3 C. Exposure to contagious disease, which would endanger others as determined by a
4 physician.

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

11 14.5 Employees may accumulate 800 hours of sick leave. Any excess of 800 hours must be
12 used prior to October 1, of each year. Employees may cash in unused sick time up to 40
13 hours at or by December 30 of the year at normal rate of pay.

14 14.6 Unused sick leave. Employees who resign or retire voluntarily and provide at least
15 fifteen (15) calendar days of notice to the city will receive pay for their unused
16 sick leave in accordance with the following schedule:

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

21 14.7 The required 15 day notice may be waived at the sole discretion of the City Manager and
22 may not be subject to appeal or arbitration.

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ARTICLE 15

MISCELLANEOUS LEAVES

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

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

15.2 MILITARY LEAVE

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

15.3 COURT

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

15.4 MATERNITY LEAVE

Both parties agree to abide by Federal Law.

ARTICLE 16

HOLIDAYS

16.1 The City will recognize the following as paid holidays:

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

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

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

ARTICLE 17

BEREAVEMENT LEAVE

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

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

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ARTICLE 18

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VOTING

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During a primary, special, or general election, an employee who is registered to vote, and whose

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hours of work do not allow sufficient time for voting, shall be allowed necessary time off with

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pay for this purpose. Where the polls are open at least one (1) hour before and one (1) hour after

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the employee's regular scheduled work period, it shall be considered sufficient time for voting.

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ARTICLE 19

SENIORITY

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

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

1 F. Seniority will be given reasonable consideration in the selection of any employee
2 to attend any type of schooling.

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ARTICLE 20
PROMOTIONS

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

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

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

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

Experience - 1/2 point per year of paid police service not to exceed 10 points.

Oral Board - This board will consist of an officer selected by the Commanding Officer of the Police Department from an outside Police Agency, an officer selected by the bargaining unit from an outside Police Agency and a member selected by the first two members from an outside Police Agency. The Board will award a score not to exceed 45 points.

Written Test - This test will be a professionally developed from Florida Law and the Flagler Beach Police Department's Policy and Procedure manual for the open rank. The written test shall account for a score not to exceed 45 points.

20.5 The points will be totaled for each officer and the officer will be placed on the eligibility list upon obtaining an overall minimum score of 70 points.

1 20.6 Selection - The City Manager upon recommendation from the Commanding Officer of
2 the Police Department shall select an officer for promotion from among the three highest
3 scoring candidates.

4 20.7 An officer will be eligible to take the promotion test for Sergeant upon obtaining
5 five consecutive years paid full-time experience and including three consecutive years of
6 paid full-time service with the Flagler Beach Police Department or ten consecutive years
7 paid full-time experience with two consecutive years of paid full-time service with the
8 Flagler Beach Police Department. In the event a Corporal position exists, an officer will
9 be eligible to take the promotion test for Corporal upon obtaining two years of paid
10 consecutive full-time service with the Flagler Beach Police Department.

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ARTICLE 21

BULLETIN BOARD

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21.1 The City shall provide the FOP a bulletin board in the squad room of the police department that the FOP may use post notices of the FOP's recreational and social functions, elections, Association business meetings, and names and addresses of officers, directors, and representatives of the Union.

A. A copy of each notice to be posted shall be first transmitted to the Commanding Officer of the Police Department, or his designee, prior to posting and his approval will be his initials on the item to be posted.

B. Other City bulletin boards, or blackboards, or similar structures may not be used for FOP purposes.

ARTICLE 22

DUES DEDUCTION

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

ARTICLE 23

FOP REPRESENTATIVE

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23.1 The FOP shall be represented by the Staff Representative/Business Agent of the FOP or his/her representative.

23.2 The Business Agent and two members of the Negotiating Team, if employees of the City, shall be permitted to participate in bargaining sessions and hearings without loss of pay

23.3 An employee representative of the FOP and/or Staff Representative/Business Agent shall be permitted reasonable access to all departmental work locations at reasonable times to handle specific grievances and matters of interpretation of this Agreement, upon proper notification to the Commanding Officer of the Police Department.

ARTICLE 24

WORKING OFF DUTY

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

ARTICLE 25

INDIVIDUAL RIGHTS

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

ARTICLE 26

INTERNAL INVESTIGATIONS AND OBLIGATIONS TO THE PUBLIC

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

- A. The interrogation shall be conducted at a reasonable hour, preferably at a time when the law enforcement officer or correctional officer is on duty, unless the seriousness of the investigation is of such a degree that immediate action is required.
- B. The interrogation shall take place either at the office of the command of the investigating officer or at the office of the local precinct, police unit, or correctional unit in which the incident allegedly occurred, as designated by the investigating officer or agency
- C. The law enforcement officer or correctional officer under investigation shall be informed of the rank, name, and command of the officer in charge of the investigation, the interrogating officer and all persons present during the interrogation. All questions directed to the officer under interrogation shall be asked by or through one (1) interrogator during any one (1) investigative interrogation, unless specifically waived by the officer under investigation.
- D. The law enforcement officer or correctional officer under investigation must be informed of the nature of the investigation before any interrogation begins, and he or she must be informed of the names of complainants. All identifiable witnesses

1 shall be interviewed, whenever possible, prior to the beginning of the
2 investigative interview of the accused officer.

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

11 E. Interrogating sessions shall be for reasonable periods and shall be timed to allow
12 for such rest periods as are reasonably necessary. F. The law enforcement officer
13 or correctional officer under interrogation may not be subjected to offensive
14 language or be threatened with transfer, dismissal, or disciplinary action. A
15 promise or reward may not be made as an inducement to answer any questions.

16 G. The formal interrogation of a law enforcement officer or correctional officer,
17 including all recess periods, must be recorded on audio tape, or otherwise
18 preserved in such a manner as to allow a transcript to be prepared, and there shall
19 be no unrecorded questions or statements. Upon the request of the interrogated
20 officer, a copy of any recording of the interrogation session must be made
21 available to the interrogated officer no later than seventy-two (72) hours,
22 excluding holidays and weekends, following said interrogation.

23 H. If the law enforcement officer or correctional officer under investigation is under
24 arrest, or is likely to be placed under arrest as a result of the interrogation, he or
25 she shall be completely informed of all his or her rights before commencing the
26 interrogation.

27 I. At the request of any law enforcement officer or correctional officer under
28 investigation, he or she has the right to be represented by counsel or any other
29 representative of his or her choice, who shall be present at all times during the
30 interrogation whenever the interrogation relates to the officer's continued fitness
31 for law enforcement or correctional service.

32 J. Notwithstanding the rights and privileges provided by this part, this part does not
33 limit the right of an agency to discipline or to pursue criminal charges against an
34 officer.

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

1 statements concerning the validity of the allegations under investigation until such
2 time as the employee under investigation, or any organization, or person
3 representing said employee, make public statements concerning the
4 allegations under investigation. The City shall have the right to respond in any
5 manner it deems appropriate.

6 R. As per Statute, the employee is entitled to a copy of any information of whatever
7 type contained in the internal file and has the right to review any and all
8 information contained therein prior to making any statements.

9 S. The City agrees that no adverse action will be taken against any employee
10 who exercises the rights provided in this Article.

11 T. Any officer covered by this agreement shall have the right to have an
12 attorney present prior to any statement written, or oral, whenever he is
13 involved in a shooting where a death or injury occurred.

14 U. No suspension, demotion, or termination will be instituted until the employee's
15 grievance procedures are completed.

16 V. Any employee charged with a felony may be placed on unpaid administrative
17 leave by the Commanding Officer of the Police Department or City Manager.

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ARTICLE 27

GRIEVANCE AND ARBITRATION PROCEDURE

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

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

B Grievances shall be presented in the following manner:

Step 1. The employee shall first take up his grievance with their immediate supervisor within ten (10) workdays of the occurrence of the events, which gave rise to the grievance. If the events which gave rise to the grievance occurred at a time when the employee was on sick leave, vacation, or other compensated leave, the ten (10) day period shall commence running immediately upon the employee's return from such compensated leave. This first step shall be on an informal or oral basis, and shall be witnessed by a representative of the Association.

Step 2. Any grievance, which cannot be satisfactorily completed under Step 1 shall be reduced to writing by the employee and presented within five (5) working days of the day of completion of Step 1, either through a representative of the Association and the employee, or by the employee himself at the employee's option, and discussed with the Commanding Officer of the Police Department of Police. The Commanding Officer of the Police Department shall, within five (5) workdays after presentation of the grievance, render his decision on the grievance in writing.

Step 3. Any grievance, which cannot be satisfactorily settled with the Commanding Officer of the Police Department in step 2 shall within five (5) workdays after completion of Step 2, be discussed with the City Manager, who shall within seven (7) workdays after this discussion, render his decision in writing, with a copy to the Association.

Step 4. In the event the grievance processed as above has not been resolved at Step 3 above, either party may request that the grievance be submitted to arbitration within fifteen (15) work days after the City Manager renders a written decision the

1 grievance. The arbitrator may be an impartial person mutually agreed upon by, and
2 between parties. However, in the event the parties are unable to agree upon an
3 impartial arbitrator within fifteen (15) work days after the grievance is submitted to
4 arbitration, the parties shall jointly request the Federal Mediation and Conciliation
5 Service to furnish a panel of seven (7) names from which each party shall have the
6 option of striking three (3) names in alternating fashion, thus leaving the seventh
7 who shall be the arbitrator.

8 Step 5. The City and the employee of FOP shall mutually agree in writing, to the
9 statement of the grievance to be arbitrated prior to the arbitration hearing, and the
10 arbitrator thereafter shall confine his decision to the particular grievance thus
11 specified. In the event the parties fail to agree on the statement of the grievance to be
12 submitted to the arbitrator, the arbitrator will confine his consideration and
13 determination to the written statement of the grievance presented in Step 2 above. The
14 arbitrator shall have no authority to consider, or rule upon, any matter which is
15 not a grievance as defined in this Agreement, not shall this Collective Bargaining
16 Agreement be construed by the arbitrator to supersede applicable laws in existence
17 at the time of signing of this Agreement, except to the extent as specifically provided
18 herein.

19 Step 6. Each party shall bear the expense of its own witness and of its own representatives
20 for the purpose of the arbitration hearing. The impartial arbitrator's fee and related
21 expenses, and expenses in obtaining a hearing room, if any, shall be divided equally
22 between the parties. Any party desiring a transcript must pay the cost unless both
23 parties mutually agree to share the cost.

24 Step 7. The Arbitrator's award shall be final and binding on both parties.

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ARTICLE 28

SEVERABILITY CLAUSE

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

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ARTICLE 29

RULES AND REGULATIONS

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

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ARTICLE 30

PENSION PLAN

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29.1 Chapter 185 will govern the pension plan for police officers. The City agrees that the Police Pension Plan will be maintained pursuant to Section 414 H of the Internal Revenue Code.

29.2 Bargaining Unit members can at any time of their choice choose to increase their contribution to the pension plan,

29.3 Bargaining Unit Members will be allowed to voluntarily contribute to a personal 457 Pension plan.

29.4 In accordance with Section 185.35, Florida Statutes, The City and the FOP mutually agree that 50% of any base premium tax revenues attributable to the Police Pension Plan and received by the Police Pension Plan shall be used to fund minimum benefits or other retirement benefits in excess of the minimum benefits as determined by the City and 50% of any base premium tax revenues attributable to the Police Pension Plan and received by the Police Pension Plan shall be placed in a defined contribution plan component to fund special benefits.

ARTICLE 31

SAVINGS CLAUSE

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

ARTICLE 32

EQUIPMENT

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

- A. Siren
- B. Overhead lighting that rotates or flashes giving off adequate light to indicate that the vehicle is a police vehicle.
- C. A protection barrier
- D. Blanket
- E. Fire Extinguisher
- F. 50 feet of rope
- G. First Aid kit
- H. Storage Container
- I. Flashlight with baton for traffic direction
- J. Leg Cuffs

32.2 Each unmarked vehicle will be equipped with the following:

- A. Siren
- B. Dash/roof rotating/flashing emergency light giving off adequate light to indicate that the vehicle is a police vehicle.
- C. Blanket
- D. Fire Extinguisher
- E. 50 feet of rope
- F. First Aid kit
- G. Storage Container
- H. Flashlight with baton for traffic direction
- I. Leg Cuffs

- 1 32.3 No equipment other than what is listed in this Agreement is permitted to be installed by
2 an officer in the vehicle without permission from the Commanding Officer of the Police
3 Department.
- 4 32.4 The City reserves the right to add or remove any additional equipment not listed in this
5 Agreement it deems necessary to/from the marked/unmarked police vehicles as per the
6 Departmental Policies.
- 7 32.5 Each marked/unmarked police vehicle assigned to an officer shall be maintained and kept
8 in a state of repair so as to meet the State Statutes at all times in respect to safety
9 requirements. The officer assigned to the vehicle shall follow the procedures for having
10 the vehicle maintained as required by departmental policy.
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ARTICLE 33

UNIFORMS AND EQUIPMENT

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

A. Four (4) Class B uniforms to include short sleeve shirts, trousers, shorts and polo style short sleeve shirts.

B. One (1) Class A uniform to include one (1) pair of dress trousers, one (1) long sleeve dress shirt and one (1) clip-on tie.

C. Baseball style hat

D. Shirt Badge

E. Winter Jacket

F. Rain Gear

G. Bullet resistant vest

H. Name tag

I. Semi-automatic Firearm with 3 magazines

J. One (1) pair of boots

K. Gloves for traffic direction

L. One (1) complete duty belt set to include holster, magazine holder, single handcuff case, rubber glove pouch, and an inner belt

M. Taser (after officer has been trained by the City of Flagler Beach Police Department to carry and use same)

N. Handcuffs

O. Citation Holder

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

A. Four (4) Class B motorcycle uniforms to include short sleeve shirts and motorcycle style trousers.

B. One (1) Class A uniform to include one (1) pair of dress trousers, one (1) long sleeve dress shirt and one (1) clip-on tie

C. Baseball style hat

D. Shirt Badge

E. Leather Jacket

F. Rain gear

G. Bullet resistant vest

H. Name tag

I. Semi-automatic firearm with three (3) magazines

J. One (1) pair of boots

K. Gloves used for traffic direction

L. One (1) complete duty belt set to include holster, magazine holder, single handcuff case, rubber glove pouch, and an inner belt.

M. Helmet

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

33.4 Personal property required in the line of duty which is damaged or destroyed in the performance of such duty, shall be replaced by the City. If reimbursed for the damaged item by the court, said reimbursement shall go to the City.

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

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

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

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

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

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

ARTICLE 34

EDUCATION

1 34.1 The City agrees to post notices of any forthcoming courses and seminars that are directly
2 related to Police Department employees. Each employee will be allowed ample time and
3 opportunity to evaluate and prepare for attendance.

4 A. Employees will notify the Commanding Officer of the Police Department of a
5 desire to attend such courses. The Commanding Officer of the Police
6 Department, in turn, may arrange scheduling of shifts so as to allow an
7 employee attendance.

8 B. Eligible employees desiring to attend courses and seminars will be assigned by
9 the Commanding Officer of the Police Department based on the Department's
10 needs.

11 C. All cost will be paid for by the City, including transportation and appropriate time
12 off for the attendance of the courses and seminars, provided the employee
13 completes the course of instruction.

14 D. Attendance of seminars and courses shall have prior approval by the
15 Commanding Officer of the Police Department of Police, if the City is expected
16 to pay.

17 E. Any employee covered hereunder may be given educational leave for the purpose
18 of taking courses, or attending conferences and/or seminars directly related to the
19 employee's work as determined and approved by the Commanding Officer of the
20 Police Department. An employee granted educational leave with full pay shall be
21 entitled to receive all City benefits in the same manner as if he were on
22 active duty during the period of leave, excluding overtime provisions.
23 Entitlement to benefits for employees on partially compensated, or
24 uncompensated, educational leave shall be determined by the City Manager.

25 F. The City agrees to the following pay schedule for reimbursement for tuition,
26 lab fees and books, for an employee that is working toward an Associate
27 of Arts, Bachelor of Arts, or a degree in a police related field. Pre-approval by
28 the Commanding Officer of the Police Department is required.

- 29 100% if employee receives an "A"
- 30 75% if the employee receives a "B"
- 31 50% if the employee receives a "C"
- 32 100% for a "pass" grade in pass/fail grading system

33 34.2 The employee will not receive reimbursement if the employee receives a grade below
34 "C", or receives a "fail" in a pass/fail class grading system.

1 34.3 In the event an employee covered by this agreement leaves the City's employment after
2 receiving a tuition grant under this article, the employee will be required to refund a
3 prorated amount of the grant. Such refund shall be based on the following sliding scale;

4 Within one (1) year: 100% of the grant
5 within two (2) years: 50% of the grant
6 after three (3) years: 0% of the grant

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ARTICLE 35

TRAINING

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35.1 All sworn officers will be required to train and qualify with their duty weapon and shotgun annually. The training will be conducted by a Certified Firearms Instructor. All ammunition used for this purpose will be furnished by the City. Any employee required to attend such training during his off duty hours shall be compensated in accordance with Article VII, Hours of Work and Overtime.

35.2 The City agrees to make every effort to promote classroom type, and/or on-the-job training, for the purpose of improving the performance of sworn officers, aiding employees to equip them for advancement to higher positions and greater responsibilities, and improving the quality of service rendered to the public.

35.3 Where the City requires any employee to attend supervisory training and/or training in specialized police techniques, the City will make every reasonable effort to facilitate the employee attending such training during his normal working hours. In the event the City is unable to schedule the employee to attend such training during his normal working hours, the employee shall be required to attend such training during his off duty hours; provided, however, that the time spent by the employee in such training during his off duty hours shall be compensated in accordance with Article VII, Hours of Work and Overtime.

35.4 Employees promoted to the next highest rank will receive training during the probationary period.

35.5 Any training, which is required to maintain an employee's State Certification, shall be done on City time, exclusive of overtime.

ARTICLE 36

COMPENSATION

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36.1 All permanent employees will receive a three (3%) percent adjustment to his/her base salary effective 1 October 2015 for fiscal year 2015/2016.

36.2 All permanent employees will receive a four percent (4%) adjustment to his/her base salary effective 1 October 2016 for fiscal year 2016/2017.

36.3 All permanent employees will receive a four percent (4%) adjustment to his/her base salary effective 1 October 2017 for fiscal year 2017/2018.

36.4 Longevity Pay: Employees who have completed two (2) years of continuous, active service will receive a two percent (2%) pay adjustment upon the anniversary of their employment with the Flagler Beach PD. Once so established, longevity pay will then be applied every two (2) years of active, continuous service at the same rate.

36.5 When an employee is promoted to the next higher rank, the employee will receive a minimum of a five percent (5%) increase to their base salary.

36.7 Beginning salary for new hires will be \$15.70 an hour. After satisfactorily completing a one (1) year probation period, he/she will receive an additional 3.5% percent increase \$.

ARTICLE 37

PROBATIONARY PERSONNEL

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

37.2 Upon completion of said probation period, members shall be known as permanent members and notified of such in writing, and seniority rights and tenure shall accrue from commencement of the full time probationary period and shall be considered a part of such member's seniority rights.

ARTICLE 38

TEMPORARY ASSIGNMENT TO A HIGHER CLASSIFICATION

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- 4 38.1 In the event that the City Manager determines that there is a need to temporarily
5 fill a regularly budgeted vacant supervisory position with an employee from a
6 lower classification, and there exists no current eligibility list relative to the budgeted
7 position, the Commanding Officer of the Police Department, with approval of the City
8 Manager, may select an employee from a lower classification to temporarily fill
9 such budgeted position. If the employee selected for the temporary position is not
10 selected to the permanent position, this employee shall be returned to his/her
11 previous classification and pay rate. An employee who is temporarily assigned to a
12 position of higher rank for fifteen (15) calendar days or more, shall be entitled to a
13 five percent (5%) increase above existing pay, retroactive to the first day of assignment.
14 Any temporary assignment shall be carried through via personnel action forms and be
15 subject to grievance procedure.
- 16 38.2 During the time an employee is assigned as a Field Training Officer training a
17 Probationary Police Officer, he/she shall be entitled to receive a five percent (5%)
18 increase above their existing pay.
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ARTICLE 39

TERM OF AGREEMENT

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This agreement will become effective upon execution hereof and shall remain in full force until the 30th day of September 2018. Upon written consent of both parties, up to two articles may be reopened each calendar year during the term of this agreement.

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ARTICLE 40

SIGNATURES AND ATTEST

This Agreement contains the entire agreement of the parties on all matters related to wages, hours, working conditions, and all other matters which have been, or could have been, negotiated by and between the parties prior to the execution of this Agreement. Upon formal adoption by the City Commission and execution by the parties, this Agreement shall become effective October 1, 2015, and shall remain in full force and effect until September 30, 2018.

City of Flagler Beach

Florida State Fraternal Order of Police, Inc.

Attest:

Penny Overstreet, City Clerk

ORDINANCE 2015-11
AN ORDINANCE OF THE CITY OF
FLAGLER BEACH, FLORIDA,
APPROVING THE COLLECTIVE
BARGAINING AGREEMENT BETWEEN
THE CITY OF FLAGLER BEACH, FLORIDA
AND THE FLORIDA STATE FRATERNAL
ORDER OF POLICE, INC. FOR THE
PERIOD OCTOBER 1, 2015 THROUGH
SEPTEMBER 30, 2018, PROVIDING FOR
CONFLICTS; PROVIDING FOR
SEVERABILITY AND PROVIDING FOR AN
EFFECTIVE DATE

PUBLIC HEARING'S AND FINAL
READING WILL BE HELD ON
NOVEMBER 12, 2015 AT 6:00 P.M., OR
AS SOON THERE AFTER AS POSSIBLE,
IN THE CITY COMMISSION CHAMBERS,
105 S. 2ND ST., FLAGLER BEACH, FL.
THIS PUBLIC HEARING MAY BE
CONTINUED TO A FUTURE DATE OR
DATES. THE TIMES AND DATES OF
ANY CONTINUANCES OF A PUBLIC
HEARING SHALL BE ANNOUNCED
DURING THE PUBLIC HEARING
WITHOUT ANY FURTHER PUBLISHED
NOTICE. THE ORDINANCE MAY BE
VIEWED AT THE ABOVE LOCATION.
INTERESTED PARTIES MAY APPEAR AT
THE MEETING AND BE HEARD WITH
RESPECT TO THE PROPOSED
ORDINANCE.

CITY OF FLAGLER BEACH
P.O. BOX 70, 105 S. 2ND STREET
FLAGLER BEACH, FL 32136
PHONE (386) 517-2000
FAX (386) 517-2008
L2163905. Oct. 26, 2015. 1t

The years or fractional parts of a year that a member performs "Qualified Military Service" consisting of voluntary or involuntary "service in the uniformed services" as defined in the Uniformed Services Employment and Reemployment Rights Act (USERRA) (P.L.103-353), after separation from employment as a police officer with the city to perform training or service, shall be added to his years of credited service for all purposes, including vesting, provided that:

- (1) The member is entitled to reemployment under the provisions of USERRA.
- (2) The member returns to his employment as a police officer within one year from the earlier of the date of his military discharge or his release from active service, unless otherwise required by USERRA.
- (3) The maximum credit for military service pursuant to this paragraph shall be five (5) years.
- (4) This paragraph is intended to satisfy the minimum requirements of USERRA. To the extent that this paragraph does not meet the minimum standards of USERRA, as it may be amended from time to time, the minimum standards shall apply.

In the event a member dies on or after January 1, 2007, while performing USERRA Qualified Military Service, the beneficiaries of the member are entitled to any benefits (other than benefit accruals relating to the period of qualified military service) as if the member had resumed employment and then died while employed.

Beginning January 1, 2009, to the extent required by section 414(u)(12) of the code, an individual receiving differential wage payments (as defined under section 3401(h)(2) of the code) from an employer shall be treated as employed by that employer, and the differential wage payment shall be treated as compensation for purposes of applying the limits on annual additions under section 415(c) of the code. This provision shall be applied to all similarly situated individuals in a reasonably equivalent manner.

Leave conversions of unused accrued paid time off shall not be permitted to be applied toward the accrual of credited service either during each plan year of a member's employment with the City or in the plan year in which the member terminates employment.

* * * * *

Spouse means the lawful wife or husband of a member or retiree member's or retiree's spouse under applicable law at the time benefits become payable.

* * * * *

SECTION 2: Chapter 2, Administration, Article V, Employee Benefits, Division 1, Generally, Section 2-102, Police Officers' Retirement System, of the Code of Ordinances of the City of Flagler Beach, is hereby amended by amending Section 6., Benefit Amounts and Eligibility, subsection (a), Normal Retirement Date, to read as follows:

* * * * *

- (a) ~~Normal retirement age and date. A member's normal retirement date shall be the first day of the month coincident with, or next following the earlier of the attainment of age fifty-five (55) and the completion of ten (10) years of credited service, or the attainment of age fifty-two (52) and the completion of twenty-five (25) years of credited service. A member may retire on his normal retirement date or on the first day of any month~~

~~thereafter, and each member shall become one hundred (100) percent vested in his accrued benefit on the member's normal retirement date. Normal retirement under the system is retirement from employment with the city on or after the normal retirement date. A member's normal retirement age is the earlier of the attainment of age fifty-five (55) and the completion of ten (10) years of credited service, or the attainment of age fifty-two (52) and the completion of twenty-five (25) years of credited service. Each member shall become one hundred percent (100%) vested in his accrued benefit at normal retirement age. A member's normal retirement date shall be the first day of the month coincident with or next following the date the member retires from the City after attaining normal retirement age.~~

* * * * *

SECTION 3: Chapter 2, Administration, Article V, Employee Benefits, Division 1, Generally, Section 2-102, Police Officers' Retirement System, of the Code of Ordinances of the City of Flagler Beach, is hereby amended by amending Section 8., Disability, subsection (f), Disability Payments, to read as follows:

* * * * *

(f) *Disability payments.* The monthly benefit to which a member is entitled in the event of the member's disability retirement shall be payable on the first day of the first month after the board determines such entitlement. However, the monthly retirement income shall be payable as of the date the board determined such entitlement, and any portion due for a partial month shall be paid together with the first payment. Notwithstanding the previous sentence, in the event a member is involuntarily terminated by the city for medical reasons, the monthly retirement benefits shall be payable retroactively to the later of one month after the date of the application for disability benefits or the date that the City involuntarily terminates the member's employment for medical reasons. The last payment will be:

- (1) If the retiree recovers from the disability, the payment due next preceding the date of such recovery, or
- (2) If the retiree dies without recovering from disability, the payment due next preceding his death or the 120th monthly payment, whichever is later.

Provided, however, the disability retiree may select, at any time prior to the date on which benefit payments begin, an optional form of benefit payment as described in section 10, subsection (a)(1) or (a)(2), which shall be the actuarial equivalent of the normal form of benefit.

SECTION 4: Chapter 2, Administration, Article V, Employee Benefits, Division 1, Generally, Section 2-102, Police Officers' Retirement System, of the Code of Ordinances of the City of Flagler Beach, is hereby amended by amending Section 15., Maximum Pension, to amend subsection (h), and to add subsection (m), to read as follows:

* * * * *

(h) *Ten thousand dollar (\$10,000) limit; less than ten years of service.* Notwithstanding anything in this Sec. 15, the retirement benefit payable with respect to a member shall be deemed not to exceed the limit set forth in this subsection (h) of Sec. 15 if the benefits payable, with respect to such member under this system and under all other qualified defined benefit pension plans to which the City contributes, do not exceed ten thousand dollars (\$10,000) for the applicable limitation year ~~and or~~ for any prior limitation year, and the City has not at any time maintained a qualified defined contribution plan in which the member participated; provided, however, that if the member

has completed less than ten (10) years of credited service with the City, the limit under this subsection (h) of Sec. 15 shall be a reduced limit equal to ten thousand dollars (\$10,000) multiplied by a fraction, the numerator of which is the number of the member's years of credited service and the denominator of which is ten (10).

* * * * *

(m) *Effect of Direct Rollover on 415(b) Limit.* If the plan accepts a direct rollover of an employee's or former employee's benefit from a defined contribution plan qualified under Code Section 401(a) which is maintained by the employer, any annuity resulting from the rollover amount that is determined using a more favorable actuarial basis than required under Code Section 417(e) shall be included in the annual benefit for purposes of the limit under Code Section 415(b).

* * * * *

SECTION 5: Chapter 2, Administration, Article V, Employee Benefits, Division 1, Generally, Section 2-102, Police Officers' Retirement System, of the Code of Ordinances of the City of Flagler Beach, is hereby amended by adding Section 29., Supplemental Benefit Component for Special Benefits; Chapter 185 Share Accounts; to read as follows:

Sec. 29. Supplemental benefit component for special benefits; Chapter 185 share accounts.

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

(a) *Individual Member Share Accounts.* The board shall create individual member share accounts and maintain appropriate books and records showing the respective interest of each member hereunder. Each member shall have a member share account for his share of the F.S. Chapter 185 tax revenues described above, forfeitures and income and expense adjustments relating thereto. The board shall maintain a separate membership share account for each member, however, the maintenance of separate accounts is for accounting purposes only and a segregation of the assets of the trust fund to each account shall not be required or permitted.

(b) *Share Account Funding.*

(1) Individual member share accounts shall be established as of September 30, 2015 for all members who were actively employed as of October 1, 2014. Individual member share accounts shall be credited with an allocation as provided for in the following subsection (c) of any premium tax monies which have been allocated to the share plan for that plan year, beginning with the plan year ending September 30, 2015.

(2) In addition, any forfeitures as provided in subsection (d), shall be allocated to the individual member share accounts in accordance with the formula set forth in subsection (d).

(c) *Allocation of Monies to Share Accounts.*

(1) *Allocation of Chapter 185 Contributions.*

a. Effective as of September 30, 2015, the amount of any premium tax monies allocated to the share plan shall be allocated to individual member share accounts as provided for in this subsection. Members retiring on or after

October 1, 2014 and prior to September 30, 2015 shall receive an allocation. In addition, all premium tax monies allocated to the share plan in any subsequent plan year shall also be allocated as provided for in this subsection. Available premium tax monies shall be allocated to individual Member share accounts at the end of each plan year on September 30 (a "valuation date").

- b. On each valuation date, each current member of the plan and each retiree who retires in the plan year ending on the valuation date (including each disability retiree), or beneficiary of a deceased member(not including terminated vested persons) who is otherwise eligible for an allocation as of the valuation date shall receive a share allocation as follows:
- c. The total funds subject to allocation on each valuation date shall be divided equally among those persons eligible for an allocation and allocated to the share account of those eligible for an allocation.
- d. Re-employed retirees shall be deemed new employees and shall receive an allocation based solely on the credited service in the reemployment period.

- (2) *Allocation of Investment Gains and Losses.* On each valuation date, each individual share account shall be adjusted to reflect the net earnings or losses resulting from investments during the year. The net earnings or losses allocated to the individual member share accounts shall be the same percentage which is earned or lost by the total plan investments, including realized and unrealized gains or losses, net of brokerage commissions, transaction costs and management fees.

Net earnings or losses are determined as of the last business day of the fiscal year, which is the valuation date, and are debited or credited as of such date.

For purposes of calculating net earnings or losses on a member's share account pursuant to this subsection, brokerage commissions, transaction costs, and management fees for the immediately preceding fiscal year shall be determined for each year by the investment consultant pursuant to contracts with fund managers as reported in the custodial statement. The investment consultant shall report these annual contractual fees to the board. The investment consultant shall also report the net investment return for each manager and the net investment return for the total plan assets.

- (3) *Allocation of Costs, Fees and Expenses.* On each valuation date, each individual share account shall be adjusted to allocate its pro rata share of the costs, fees and expenses of administration of the share plan. These fees shall be allocated to each individual member share account on a proportionate basis taking the costs, fees and expenses of administration of the share plan as a whole multiplied by a fraction, the numerator of which is the total assets in each individual member share account (after adding the annual investment gain or loss) and the denominator of which is the total assets of the fund as a whole as of the same date.
- (4) *No Right to Allocation.* The fact of allocation or credit of an allocation to a member's share account by the board shall not vest in any member, any right, title, or interest in the assets of the trust or in the Chapter 185 tax revenues except at the time or times, to the extent, and subject to the terms and conditions provided in this Section.
- (5) Members shall be provided annual statements setting forth their share account balance as of the end of the plan year.

(d) Forfeitures. Any member who has less than ten (10) years of service credit and who is not otherwise eligible for payment of benefits after termination of employment with the city as provided for in subsection (e) shall forfeit his individual member share account or the non-vested portion thereof. Forfeited amounts shall be redistributed to the other individual member accounts on each valuation date in an amount determined in accordance with subsection (c)(1).

(e) Eligibility For Benefits. Any member (or his beneficiary) who terminates employment as a police officer with the City or who dies, upon application filed with the board, shall be entitled to be paid the value of his individual member share account, subject to the following criteria:

(1) Retirement Benefit.

- a. A member shall be entitled to one hundred percent (100%) of the value of his share account upon normal or early retirement pursuant to Section 6.
- b. Such payment shall be made as provided in subsection (f).

(2) Termination Benefit.

- a. In the event that a member's employment as a police officer is terminated by reason other than retirement, death or disability, he shall be entitled to receive the value of his share account only if he is vested in accordance with Section 9.
- b. Such payment shall be made as provided in subsection (f).

(3) Disability Benefit.

- a. In the event that a member is determined to be eligible for either an in-line of duty disability benefit pursuant to Section 8, subsection (a) or a not-in-line of duty disability benefit pursuant to Section 8, subsection (c), he shall be entitled to one hundred percent (100%) of the value of his share account.
- b. Such payment shall be made as provided in subsection (f).

(4) Death Benefit.

- a. In the event that a Member dies while actively employed as a police officer, one hundred percent (100%) of the value of his share account shall be paid to his designated Beneficiary as provided in Section 7.
- b. Such payment shall be made as provided in subsection (f).

(f) Payment of Benefits. If a member terminates employment for any reason or dies and he or his beneficiary is otherwise entitled to receive the balance in the member's share account, the member's share account shall be valued by the plan's actuary on the next valuation date as provided for in subsection (c) above, following termination of employment. Payment of the calculated share account balance shall be payable as soon as administratively practicable following the valuation date, but not later than one hundred fifty (150) days following the valuation date and shall be paid in one lump sum payment. No optional forms of payments shall be permitted.

(g) Benefits Not Guaranteed. All benefits payable under this Section 29 shall be paid only from the assets accounted for in individual member share accounts. Neither the City nor the board shall have any duty or liability to furnish any additional funds, securities or other assets to fund share account benefits. Neither the board nor any trustee shall be liable for the making, retention, or sale of any investment or reinvestment made as herein provided, nor for any loss or diminishment of the share account balances, except due to his or its own negligence, willful misconduct or lack of

good faith. All investments shall be made by the board subject to the restrictions otherwise applicable to fund investments.

(h) *Notional account.* The share account established for such a member is a notional account, used only for the purpose of calculation of the share distribution amount. It is not a separate account in the system. There is no change in the system's assets, and there is no distribution available to the member until the member's termination from employment. The member has no control over the investment of the share account.

(i) *No employer discretion.* The share account benefit is determined pursuant to a specific formula which does not involve employer discretion.

(j) *Maximum Additions.* Notwithstanding any other provision of this Section, annual additions under this Section shall not exceed the limitations of Section 415(c) of the code pursuant to the provisions of Section 15, subsection (k).

(k) *IRC limit.* The share account distribution, along with other benefits payable from the system, is subject to limitation under Internal Revenue Code Section 415(b).

SECTION 5: Specific authority is hereby granted to codify and incorporate this Ordinance in the existing Code of Ordinances of the City of .

SECTION 6: All Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed.

SECTION 7: If any section, subsection, sentence, clause, phrase of this ordinance, or the particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby.

SECTION 8: That this Ordinance shall become effective upon its adoption and shall be contingent upon the adoption of an ordinance restoring the benefit accrual rate back to 3.19% and increasing the member contribution rate to 10%.

PASSED ON FIRST READING, this 22nd day of October, 2015.

PASSED AND ADOPTED ON SECOND READING, this _____ day of November, 2015.

Linda Provencher, Mayor

ATTEST:

Penny Overstreet, City Clerk



October 14, 2015

VIA EMAIL AND MAIL

Mr. Charles Helm, Chairman
Flagler Beach Municipal Police Officers' Retirement Trust Fund
P.O. Box 328
Flagler Beach, FL 32136

Re: City of Flagler Beach
Municipal Police Officers' Retirement Trust Fund

Dear Charles:

In response to Scott Christiansen's letter dated September 25, 2015, we have reviewed the proposed Ordinance (identified on page 7 as dm/flagler/pol/09-25-15.ord) including the following changes:

- 1) Section 1, Definitions, is being amended for IRC changes and requirements, to amend the definitions of:
 - a. Actuarial Equivalent – to amend the definition to incorporate the Mortality Table and interest rate currently being used by the plan's actuary
 - b. Credited Service – to clarify IRC regulations on leave conversions
 - c. Spouse – to clarify the definition in accordance with a recent US Supreme Court ruling
- 2) Section 6, Benefit Amounts and Eligibility, is being amended to change the Normal Retirement Date to include IRC required language regarding Normal Retirement Age and Normal Retirement Date.
- 3) Section 8, Disability, subsection (f), Disability Payments, is being amended to provide for payment to a member who has been terminated by the City for medical reasons, retroactively to the later of 30 days after date of application for benefits, or the date the claimant is terminated by the City for medical reasons.
- 4) Section 15, Maximum Pension, has had several subsections amended to comply with IRC changes.
- 5) Section 29, Supplemental Benefit Component for Special Benefits; Chapter 185 Share Accounts, is a new Section being added to the plan. This Section creates a 'Share Plan', or defined contribution component, and the addition of a share plan is a requirement of recently adopted Chapter 2015-39, Laws of Florida, for all pension plans that are subject to the provisions of Chapters 175 and 185.

Mr. Charles Helm
October 14, 2015
Page 2

This Share Plan provides for a share account for each member of the plan. The Share Plan is to be funded solely and entirely by Chapter 185 premium tax monies for each plan year that funding is made available to it in accordance with governing Florida Statutes and/or mutual agreement between the City and the Union. This supplemental benefit, therefore, may or may not be funded.

If the share plan is funded, at retirement, termination (vested), disability or death, there is an additional lump sum benefit paid to the eligible member. In this ordinance, available share plan funding is allocated to the members' accounts based on a formula which provides an equal allocation to each eligible member. Each share account receives its proportionate share of the income or loss on the assets in the plan.

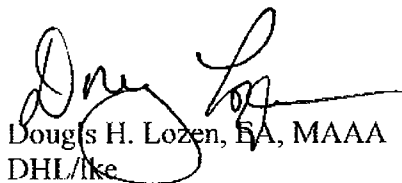
Because the changes do not result in a change in the valuation results, it is our opinion that a formal Actuarial Impact Statement is not required in support of its adoption. However, since the Division of Retirement must be aware of the current provisions of all public pension programs, it is recommended that you send a copy of this letter and a copy of the fully executed Ordinance to each of the following offices:

Mr. Keith Brinkman
Bureau of Local Retirement Systems
Division of Retirement
P. O. Box 9000
Tallahassee, FL 32315-9000

Ms. Sarah Carr
Municipal Police and Fire
Pension Trust Funds
Division of Retirement
P.O. Box 3010
Tallahassee, FL 32315-3010

If you have any questions, please let me know.

Sincerely,


Douglas H. Lozen, EA, MAAA
DHL/ke

cc via email: Scott Christiansen, Plan Attorney
cc via email: Susy Pita, Plan Administrator

ORDINANCE 2015-13
ORDINANCE 2015-13 AND ORDINANCE
OF THE CITY OF FLAGLER BEACH,
AMENDING CHAPTER 2,
ADMINISTRATION, ARTICLE V,
EMPLOYEE BENEFITS, DIVISION 1,
GENERALLY, SECTION 2-102, POLICE
OFFICERS; RETIREMENT SYSTEM, OF
THE CODE OF ORDINANCES OF THE
CITY OF FLAGLER BEACH; AMENDING
SECTION 1, DEFINITIONS; AMENDING
SECTION 6, BENEFIT AMOUNTS AND
ELIGIBILITY; AMENDING SECTION 8,
DISABILITY; AMENDING SECTION 15,
MAXIMUM PENSION; ADDING SECTION
29, SUPPLEMENTAL BENEFIT
COMPONENT FOR SPECIAL BENEFITS;
CHAPTER 185 SHARE ACCOUNTS;
PROVIDING FOR CODIFICATION;
PROVIDING FOR SEVERABILITY OF
PROVISIONS; REPEALING ALL
ORDINANCES IN CONFLICT HERewith
AND PROVIDING AN EFFECTIVE DATE.
PUBLIC HEARING'S AND FINAL
READING WILL BE HELD ON
NOVEMBER 12, 2015 AT 6:00 P.M., OR
AS SOON THERE AFTER AS POSSIBLE,
IN THE CITY COMMISSION CHAMBERS,
105 S. 2ND ST., FLAGLER BEACH, FL.
THIS PUBLIC HEARING MAY BE
CONTINUED TO A FUTURE DATE OR
DATES. THE TIMES AND DATES OF
ANY CONTINUANCES OF A PUBLIC
HEARING SHALL BE ANNOUNCED
DURING THE PUBLIC HEARING
WITHOUT ANY FURTHER PUBLISHED
NOTICE. THE ORDINANCE MAY BE
VIEWED AT THE ABOVE LOCATION.
INTERESTED PARTIES MAY APPEAR AT
THE MEETING AND BE HEARD WITH
RESPECT TO THE PROPOSED
ORDINANCE.

CITY OF FLAGLER BEACH
P.O. BOX 70, 105 S. 2ND STREET
FLAGLER BEACH, FL 32136
PHONE (386) 517-2000
FAX (386) 517-2008
L2163906.Oct. 26, 2015. 1t

Item

19

Staff

Reports

#18

ORDINANCE NO. 2015-13

AN ORDINANCE OF THE CITY OF FLAGLER BEACH, AMENDING CHAPTER 2, ADMINISTRATION, ARTICLE V, EMPLOYEE BENEFITS, DIVISION 1, GENERALLY, SECTION 2-102, POLICE OFFICERS' RETIREMENT SYSTEM, OF THE CODE OF ORDINANCES OF THE CITY OF FLAGLER BEACH; AMENDING SECTION 1., DEFINITIONS; AMENDING SECTION 6, BENEFIT AMOUNTS AND ELIGIBILITY; AMENDING SECTION 8, DISABILITY; AMENDING SECTION 15, MAXIMUM PENSION; ADDING SECTION 29, SUPPLEMENTAL BENEFIT COMPONENT FOR SPECIAL BENEFITS; CHAPTER 185 SHARE ACCOUNTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, that;

SECTION 1: Chapter 2, Administration, Article V, Employee Benefits, Division 1, Generally, Section 2-102, Police Officers' Retirement System, of the Code of Ordinances of the City of Flagler Beach, is hereby amended by amending Section 1., Definitions, to amend the definitions of "Actuarial Equivalent", "Credited Service" and "Spouse", to read as follows:

* * * * *

Actuarial equivalent means a benefit or amount of equal value, based upon the RP 2000 Combined Healthy Unisex Mortality Table with disabled lives set forward five (5) years and an interest rate of ~~eight~~ seven and six-tenths percent (8-0 7.6%) per annum. This definition may only be amended by the city pursuant to the recommendation of the board using assumptions adopted by the board with the advice of the plan's actuary, such that actuarial assumptions are not subject to city discretion.

* * * * *

Credited service means the total number of years and fractional parts of years of service as a police officer with member contributions, when required, omitting intervening years or fractional parts of years when such member was not employed by the city as a police officer. A member may voluntarily leave his accumulated contributions in the fund for a period of five (5) years after leaving the employ of the Police department pending the possibility of being reemployed as a police officer, without losing credit for the time that he was a member of the system. If a vested member leaves the employ of the Police department, his accumulated contributions will be returned only upon his written request. If a member who is not vested is not reemployed as a police officer with the Police department within five (5) years, his accumulated contributions, if one-thousand dollars (\$1,000.00) or less shall be returned. If a Member who is not vested is not reemployed within five (5) years, his Accumulated Contributions, if more than one-thousand dollars (\$1,000.00), will be returned only upon the written request of the Member and upon completion of a written election to receive a cash lump sum or to rollover the lump sum amount on forms designated by the Board. Upon return of a member's accumulated contributions, all of his rights and benefits under the system are forfeited and terminated. Upon any reemployment, a police officer shall not receive credit for the years and fractional parts of years of service for which he has withdrawn his accumulated contributions from the fund, unless the police officer repays into the fund the contributions he has withdrawn, with interest, as determined by the board, within ninety (90) days after his reemployment.

FLAGLER BEACH LIBRARY

MONTHLY REPORT

MONTH: OCTOBER, 2015

CIRCULATION:

BOOKS: 1178

DVDS: 30

AUDIOS: 81

MEMBERSHIPS:

NEW:29

RENEWALS: 46

BOOKS PURCHASED:

FICTION: 29

NON-FICTION: 15

LARGE PRINT: 14

YOUNG ADULT/CHILDREN: 2

DVDS PURCHASED: 0

AUDIOS PURCHASED:4

CD MUSIC: 0

BROWNIE GIRL SCOUTS MEET EVERY TUESDAY, 5:30 PM
CHILDREN'S STORY & CRAFT TIME, EVERY THURS.,11 AM
FL HISTORY BOOK CLUB, MEETS 3RD THURS. EVERY MONTH

10/22/2015

Mr. Campbell,

Firefighters are constantly researching ways to improve personal safety when responding to emergency calls. One of the bigger hazards experienced by first responders is dealing with electrical equipment on and around structures. Recently a department member reached out to Duke Energy to provide their first responder safety outreach materials. The 7 page flyer and PowerPoint presentation were received at no charge from the company. Topics covered within the literature included overhead/underground utility safety, being alert for downed powerlines, never attempt to move downed wires, and to always assume all powerlines are energized to name a few. Fire crews took time over the week to review this informative material. Over the week department members also have been involved with community service, vehicle maintenance, flow testing fire hydrants, and training. Many of the week's activities are listed as followed;

1. The week started off by B Shift's crew attending the Fall Festival at the Flagler Community Church on Saturday. This is one of the several scheduled events department members will attend over the next few months. This crew spent time with kids by conducting truck tours and demonstrating some of the emergency equipment. The firefighters also posed in several pictures with multiple families. The crew took advantage of the opportunity to visit and answer questions with many local residents. Finally before leaving the fire crew handed out department Frisbees to all the children in attendance.
2. As mentioned in last week's report Engine 11 was delivered to Fleet Maintenance on Thursday for AC work. The AC had been down for a couple weeks and I was a little worried when the truck finally made it to the shop, it would be a costly repair. Engine 11 was picked up the same day and only required a minor repair. It was as simple as changing the air filter. The technician first cleaned the old air filter, but the true improvement in performance was realized when a new filter was installed. In addition Brush Attack 11 was experiencing power issues over the week. Fortunately it was only the batteries and both of them were replaced this week.
3. A few department members left this week for training at The Great Florida Fire School. The school was offering classes this year in Palm Beach at Palm Beach State College Public Safety Training Center. Lieutenant Snyder, De Thomas, DE Walden, and FF/EMT Forehand were all enrolled this week at the school to receive classes in live fire training, leadership, and hazardous materials. The Great Florida Fire School is a cooperative outreach effort between the Florida State Fire Services and educators. Its mission is to enhance the knowledge and skills of members by delivering useful and well executed educational and training experiences annually. I spoke with Lt. Snyder today and he has received nothing but positive feedback from his crew.
4. Flow testing of the city's fire hydrants continued this week with all crews participating. I've been in contact with Jim Ramer to inform him the annual testing was taking place. Mr. Ramer now receives a monthly water usage report and was advised recently when the department was conducting hose testing. Considering the amount of water to be used in flow testing and the number of hydrants within the city, Mr. Ramer requested that fire crews contact the water plant when testing begins and ends each day. This request was made so that adjustments could take

place for the city's water pressure. Keeping in mind call volume and daily assignments, fire crews have been testing between 10-20 hydrants daily. The estimated completion of flow testing is about three weeks. There is discrepancy list of all hydrants not operating properly kept daily. At the beginning of each week while testing the discrepancies will be submitted to the Public Works Department.

5. When I first began working for the fire department it was a rarity when a member had completed a state certified class or obtained a college degree. Now it seems unusual if a couple of weeks have gone by without member turning in certification of their latest accomplishment requesting it be placed in their file. Though she is away at training this week, I spoke with DE Walden and she informed me she has just completed her final class in her degree program. She will be receiving an Associates of Science Degree in Emergency Medical Services. DE Walden will continue enrollment at Dayton State College now working on a Bachelor's Degree in Business Administration.
6. This week's fire training is the first of the four-part First Responder Operational Level Refresher course, intended for personnel who respond to a hazardous materials release (or potential release) and mitigate the incident in a defensive fashion. The course described different hazardous materials and wastes a firefighter may encounter, how their hazardous properties are communicated, initial response steps, and common containers in which hazardous materials are stored. Understanding the nature of hazardous materials and the risks involved will help the first responder effectively, and safely, manage an incident. After successful completion of the course, the firefighters will be able to:
 - Explain the meaning of placards, labels, and markings
 - Identify the differences between hazardous materials and hazardous wastes
 - Recall how to analyze and respond to a hazardous materials release
 - Use resources to acquire more information regarding the nature of hazardous materials
 - Describe the types of containers in which hazardous materials are stored

As mentioned there are several special events in the coming weeks and months. This will continue at the end of the week with two scheduled events. The first being the Annual Health Fair held at the Flagler Beach United Methodist Church on the 29th. Department members will be on hand demonstrating emergency medical equipment, offering registrations for department services, and visiting with local residents. On 10/31-11/01 department members will be on scene for the Tommy Tant Annual Surf Event. In addition Fire crews will be out on Halloween night distributing candy to the children and at the 7-11's Trunk-A-Treat. I'm sure all members will represent the department well at each event.

Thanks,
Bobby

Bruce Campbell

From: Robert Pace
Sent: Thursday, October 22, 2015 4:20 PM
To: Bruce Campbell
Subject: Weekly Report
Attachments: October 22,2015.docx



Flagler Beach Fire Department

Weekly Run Report from 8/15/2015 – 8/22/2015

CALLS BY INCIDENT TYPE

EMS

28

FIRE

3

Hazardous Condition (No Fire)

2

Service Call

5

Good Intent Call

0

False Alarm & False Call

5

Total Calls

43

Bobby Pace
Captain, City of Flagler Beach Fire Department
320 S. Flagler Avenue
Flagler Beach, FL 32136
P: 386.517.2010 C: 386.931.7512
www.fbfire.org

Bruce Campbell

From: Robert Pace
Sent: Thursday, October 29, 2015 3:03 PM
To: Bruce Campbell
Subject: Weekly Report

10/29/2015

Mr. Campbell,

Several department members bid farewell to longtime member and friend Ed Kuhnlein last week. Mr. Kuhnlein and his family felt it would better for him to live closer and to have the support of staff in an assisted living facility. He is a great man, highly respected, and will be missed by all. I will personally miss him coming through the firehouse and sharing old fire stories of his years as a Detroit firefighter. I received Mr. Kuhnlein's contact information from his son and I plan to call him periodically and catch him up on the latest events. Over this week department members have been involved with preparing for the Volunteer Association's annual drive, training, and participating at community service event. Many of the week's activities are listed as followed;

1. As mentioned in the opening the department has begun to package its annual donation letters used in the drive. Although department members understand the importance of working within parameters of the fire budget and many grants have been obtained over the last few years, but the support of the Volunteer Association is always counted on. Last year the drive was very successful and the funds generated were utilized to assist with department training, functions, and equipment. There are approximately 6500 letters delivered annually and department members have currently completed packaging about half of those to this point. The plan is to complete the project over the next couple of weeks and mail out the letters Thanksgiving week.
2. I have been in contact with Paul Stephenson (Rosenbauer Representative) this week and he informed me of the progress on the new aerial. Mr. Stephenson stated the progress was very good and that plant technicians were currently installing communications/electronic equipment. These items included radio chargers, flashlights, the thermal imaging camera, and the opti-com system. This is one of the last steps in the build, with the truck's storage compartments and cosmetic touch-ups being the final steps. I am expecting to schedule the trip for post inspection in the next couple of weeks. The Quint's tentative delivery date is scheduled sometime between early to mid-December.
3. FF/EMT A. Forehand completed the 40 hr. Fire Service Course Delivery class this week. You may remember me reporting several department members attending Fire Service Course Design recently. Course Delivery is the pre-requisite of Course Design and is in the Fire Officer 1 series of classes. The curriculum draws from many recognized authorities in exploring the methods and mechanics of imparting information and adult learning principles. The course emphasizes techniques which have wide application in teaching situations, as well as devices for specific training areas. The course also stresses measuring teaching effectiveness, and the use of media and visual aids. I received nothing but positive feedback from FF/EMT Forehand.
4. Lieutenant Kennedy attended the Blue Card Advanced Incident Command class this week. About a month ago he completed the online instruction, which is required before attending the practical or command simulator portion of the class. The simulation evaluation portion of the course merges the Hazard Zone Management-Incident Command Standard with the local; resources, SOP's, tactical hazards, and effective locally based operations. The simulation based training provides the students with valuable hands on training and experience for high risk, low frequency events. The Blue Card program not only builds personal skills of each student, it also serves as a means to make improvements to the systems used to manage the hazard zone (ICS), the local strategy & tactics we employ, and the systems we use to keep firefighters operating safely. I am proud to say Lieutenant Kennedy successfully completed this very difficult course.

5. Today B shift's crew and I attended the Annual Health Fair held at the Flagler Beach United Methodist Church. The crew set up a booth offering registration for services provided by the department as well as conducting several blood pressure checks. The crew and I also took the opportunity to demonstrate several pieces of emergency medical equipment and to visit with local residents. Many of the other services offered at the fair included Medicare enrollment/prescription information, flu shots, diabetes screening, and hearing evaluations. I thought this was a very positive service for local residents and I informed church staff the department would be honored to participate next year.
6. This week's training covered Planning the Response for a hazardous material incident. Planning the Response is the second portion of the four-part First Responder Operations Level Refresher course. The module covered the chemical and physical properties of materials and their impact on storage and transport containers; response objectives, including how to assess the risk to a responder for each hazard class; and how to determine the suitability of a SCBA and personal protective equipment. After successful completion of the course, the firefighters will be able to:
 - List the common types of hazardous chemicals that may be encountered in the field
 - Recall the different effects toxins can have on the body and their routes of exposure
 - Explain the different types of personal protection equipment used during hazardous materials responses

Department members will be out tomorrow night handing candy out to local children. In addition the fire crew will stop by the Trunk-or-Treat taking place at 7-11. Over the weekend the department will have five members in addition to daily crews assigned to the Tommy Tant Surfing Event. The five firefighters covering the event consist mainly of volunteers members.

Thanks,
Bobby

Flagler Beach Fire Department

Weekly Run Report from 8/15/2015 – 8/22/2015

CALLS BY INCIDENT TYPE

EMS

12

FIRE

2

Hazardous Condition (No Fire)

3

Service Call

2

Good Intent Call

3

False Alarm & False Call

2

Total Calls

24

Bobby Pace

Captain, City of Flagler Beach Fire Department

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PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from City of Flagler Beach officials and employees regarding public business are public records available to the public and media upon request. Your e-mail communications may be subject to public disclosure.

11/05/2015

Mr. Campbell,

I was visited this week by Mrs. Alice Baker, who stopped by to comment on the recent performance of a firefighter. More specifically the performance DE A. Thomas and the excellent work he did while conducting CPR on her neighbor. This patient was resuscitated and is currently recuperating at her home. I agreed with Mrs. Baker that this was a very fortunate outcome, but praise could be given to many department members for life saving efforts that are a common occurrence. Over the week department members were also involved in participating at special events, a mitigation project, and training. Many of the week's activities are listed as followed;

1. On Halloween evening fire crews assigned to Engine 11 and Squad 11 participated in the children trick or treating around the neighborhoods. There were seven members in all that donated their time to this event. Department members visited the Flagler Beach Methodist Church and Santa Maria Del Mar Catholic Church. In addition fire crews patrolled many of the city's side streets to distribute candy. Lieutenant Cox reported by his estimation department members made contact with over 100 families and there was no problem distributing all the candy. I received nothing but positive feedback from all who were in attendance.
2. Department members assisted with the Tommy Tant Surfing Event on both Saturday and Sunday. On Saturday there were four members assigned to the event utilizing ATV 11 and manning the First Aid tent. Sunday department members participated again, this time with three members which were on scene from 8AM to 4PM. Rescue 11 did have to transport a couple attendees, the first for patient who had suffered a seizure and the second for general weakness. Members operating from the ATV treated multiple patients for minor jellyfish stings. Out of the seven members working this event six were volunteers.
3. Fire crews were out once again this week conducting flow tests for city fire hydrants. Currently there have been 87 hydrants completed out of the 209 existing. I was hoping to be a little further along, but due to normal responsibilities and special events department members were required to focus their efforts in other areas. Of the 87 hydrants tested the last two weeks 12 were noted as having issues. The issues included 7 that are hard to open, 3 with back pressure build up, and 2 with overgrown vegetation. As it has become routine discovered discrepancies are delivered to Alan Watts and I. Though it may take longer than originally anticipated I am still hopeful of having this project completed over the next few weeks.
4. I have mentioned several times of Lieutenant Cox's involvement with the Awards Banquet Planning Committee. He participated in another one these meetings this week. Considering the busy life of fire service personnel, the banquet's date has been postponed a few times. The committee has come to an agreement for the event's date, which is set for January 30th, 2016. The committee also narrowed the venue down to two locations, the Italian American Club and the Black Cloud. This committee will make a final determination on the venue in December's meeting.
5. As you know there was another mitigation completed this week on S. Central Ave. This property owner requested he be allowed some additional time to complete the work. The resident also

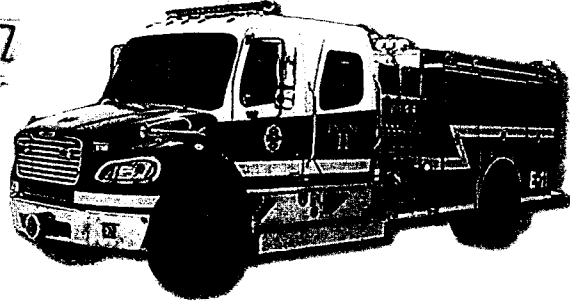
lives out of state and wanted to oversee the project upon his return. The work was farmed out to local landscapers, who did an excellent job. The job was neatly completed with significant debris removed. I am also requesting DE Dixon reach out again to this resident to inform him of the maintenance requirement for the property now that the buffer zone has been created. The completed project marks the 53rd to date.

6. This week's training covered a planned response. Implementing a planned response is the third component of the four-part First Responder Operations Level Refresher course. The module will cover the principles of site management, methods to establish and enforce control zones, tactics for emergency decontamination, and ways to conduct defensive operations. After successful completion of the course, the firefighters will be able to:
- Explain how to establish and enforce control zones
 - Identify common characteristics of various hazardous material incidents
 - Describe the different methods of documentation
 - Conduct defensive operations, such as damming and diking, in order to control a release
 - Recall the different aspects of air monitoring devices

Department members will be competing in the 7th Annual Flagler Fun Coast Bed Race this upcoming weekend. There has been a lot of work that has gone into this year's bed. In addition this year's team is a combined team between fire and law enforcement known as guns and hoses. I know everyone around here including me would like to win, but we are all looking forward to spending some time with family and having fun.

Thanks,

Bobby



Flagler Beach Fire Department

Weekly Run Report from 10/29/15-11/5/15

CALLS BY INCIDENT TYPE

EMS

16

FIRE

1

Hazardous Condition (No Fire)

3

Service Call

7

Motor Vehicle Accident

2

Fire Alarm

1

Total Calls

30



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	10/16/2015	To: Thursday	10/22/2015				
Calls For Service	69	Felony Arrest	0	Reports Written	18	Citations Issued	29
Self-Initiated	28	Misd. Arrest	2	Comm. Policing	26	Warnings (Written/Verbal)	29
Traffic Stops	25	City Ordinance	28	Security Checks	202		

Captains Weekly Summary

Saturday: 10/17/15 @ 1:56 p.m. / Missing Person - Juvenile / 2200 Moody Boulevard (Wadsworth Park): The youths Mother called to advise that her fourteen (14) year old son was missing and was last seen earlier this morning, at approximately at 8:30 a.m. The Mother advised the family is from Deltona, Florida and they were at the park for several football games. The male has a history of running away and is on Probation. The male was located at approximately 3:30 p.m. at the Beach Village Apartment complex and returned to the Mother. A report was completed and a copy has been forwarded to the Department of Juvenile Justice for follow up by the youths Juvenile Probation Officer.

Sunday: 10/18/15 @ 6:35 p.m. / Disorderly Intoxication / 608 South Oceanshore Boulevard: Officers responded to a call of an intoxicated male and the subject was located just north of SR100. The subject was verbally abusive and was arrested without incident. The subject was charged with Disorderly Intoxication & Assault on a Law Enforcement Officer. Due to the subjects high level of intoxication he was evaluated and medically cleared at Florida Hospital Flagler and then transported to the Flagler Inmate Facility.

Monday: Officer McCraney attended a free, one (1) day, Police bicycle training class hosted by the Daytona Beach Police Department.

Monday: 10/19/15 @ 2:59 p.m. / Residential Burglary / 2700 Block of South Daytona Avenue: The victim returned to home to find the rear sliding glass door partially open. A search of the residence revealed that the suspect(s) opened drawers and cabinets in the master bedroom. The point of entry and items in the master bedroom that were moved by the suspect(s) were processed for latent prints and several were found and submitted into evidence. The victim advised that the only thing she is missing is an Apple MacBook Pro. The computers serial number was entered into teletype as stolen and we've entered it into the Leads-Online database as well. No suspect(s) at this time.

Monday: 10/19/15 @ 8:42 p.m. / Residential Burglary / 2000 Block of South Flagler Avenue: Officers were dispatched in reference to an unknown person(s) entering the victims home while she was gone. The victim advised that she left her residence at approximately 8:00 a.m. and when she returned at 8:30 p.m., she had discovered that someone entered her home and ransacked most of her rooms. Investigation revealed that the suspect entered through the front east bedroom window and exited through the front door. Footprints were located on the north side of the house and in the rear alley. It appeared the suspect was wearing a type of flat deck shoe which was approximately 11 inches in size. Latent prints were taken from multiple locations within the residence. All prints were entered into evidence and a canvas of the neighborhood yielded negative results.

Wednesday: Captain Doughney attended a free, one (1) day, training class at Daytona State College. The training, "Using Social Media during a Natural Disaster or Community Emergency", was instructed by Staff from the University of Hawaii's National Disaster Preparedness Training Center.

Wednesday: 10/21/15 @ 2:07p.m. / Warrant Arrest / 500 Block of Moody Lane: Officers were dispatched to a possible disturbance between a male and a female. Upon arrival, the subjects were separated and a teletype check revealed that the female had an active arrest warrant out of Volusia County for Driving Under the Influence (D.U.I.). The female was arrested without incident for the open warrant and transported to the Flagler Inmate Facility.

Thursday: 10/22/15 @ 1:46 p.m. / Baker Act / 900 Block of North Central Avenue: The reporting party called in to advise that a white male was talking about jumping off the Flagler Beach Bridge. The subject in question was contacted and advised that he has attempted to jump off the bridge and attempted to be run over by a car. The male advised that he wanted to get help and agreed to be transported to CTTU for examination. The male subject was transported and delivered to CTTU without incident.

Publix Robbery Update: A suspect has been developed and Detective Williams has been working with the State Attorney's Office in regard to the issuance of multiple subpoenas. We're making steady progress on this case and hope to clear this case with an arrest within the next few weeks.

A1A Beverage Burglary: We received a positive identification on a suspect in this case from the National DNA database. Detective Williams is following up on this case and we've got some work to do before this case is cleared by arrest. The DNA hit is great news and updates will follow as the case unfolds.

Sea Dune Parking: Officers monitored sea dune parking during the week and issued nine (9) warnings and four (4) parking citations.

Biketoberfest: The 23rd annual event concluded on Sunday, October 18th and over the four (4) day event there was a noticeable increase in motorcycle traffic in the City between 10:00 a.m. and 9:00 p.m. Our FDOT approved "Ride Safe" motorcycle signs were erected for the event on North and South SRA1A and an electronic message board provided by the Emergency Operations Center was placed on SRA1A near Gamble Rogers State Park. There were no problems with this year's events.



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	10/23/2015	To: Thursday	10/29/2015				
Calls For Service	60	Felony Arrest	1	Reports Written	12	Citations Issued	13
Self-Initiated	33	Misd. Arrest	0	Comm. Policing	38	Warnings (Written/Verbal)	20
Traffic Stops	9	City Ordinance	16	Security Checks	224		

Captains Weekly Summary

Friday: Sergeant Arcieri, Sergeant Blank and Officer Bingham attended a free, one (1) day training at Daytona State College. The class, "Clandestine Laboratory Awareness & Trends", provided instruction on the identification and dangers of clandestine (Meih) labs as well as safety concepts for 1st responders.

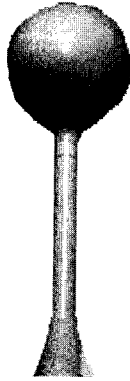
Monday: 10/26/15 @ 4:51 p.m. / Baker Act / 2500 Block of Leslie Street: Officers were dispatched in reference to a male subject who had been drinking and doing drugs and was asking for help. Upon Officers arrival the male subject advised that he needed to go and talk to someone before he hurts himself or someone else. The subject was cooperative with Officers, he was Baker Acted without incident and transported to CTTU.

Tuesday: 10/27/15 @ 12:54pm / Suicide / SR100 Bridge: Officers were dispatched in reference to a male subject who jumped from the south side of the SR100 Bridge. The male subject expired due to his injuries, the Medical Examiner responded to the scene and three (3) witnesses were interviewed. There were no signs of foul play and the next of kin has been notified.

10/28/15 @ 10:30 a.m. / Warrant Arrest / 2500 Block of SR100: A Probation Officer contacted dispatch advising that he was behind a white moving truck occupied by a subject that had an active Felony arrest warrant. The vehicle pulled into the parking lot of Flagler Moving Company and upon Officers arrival, the subject ran northbound across SR100. After a brief foot chase the subject was taken into custody behind Building 1 at the Beach Village Apartments. The subject was transported to Flagler County Inmate Facility for processing and then to the Department of Juvenile Justice. The Felony warrant was for Violation of Probation.

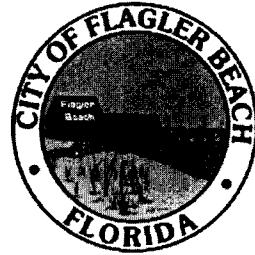
Thursday: Captain Doughney attended the Health Faith conducted at the Flagler Beach United Methodist Church from 9:00 a.m. to 1:00 p.m. Safety tips for bicycle usage and the upcoming Thanksgiving holiday were provided and the event was well attended.

Sea Dune Parking: Officers monitored sea dune parking during the week and issued six (6) warnings and eight (8) parking citations.



City of Flagler Beach

Water Treatment Plant



To: Bob Smith, City Engineer and City Commissioners
From: Jim Ramer, Water Plant Superintendent
Subject: Monthly Report for October 2015

November 2, 2015

In October we produced 15,437,000 gallons of drinking water. This amount was 1,119,000 gallons greater than the amount we treated in September. Rainfall for the month of October was 1.70 inches. We used 16,000 Gallons at the plant and used 5,602 Gallons on irrigation. We flushed the north end of town due to low chlorine residual and we used 150,700 gallons. The fire department used 600 gallons.

We have routine duties that are performed every day on each of the shifts. Samples taken every hour to make sure we keep the chemistry of the water within the parameters for DEP. We regularly perform over 200 tests on the City water and raw water daily between the three shifts. We do routine plant maintenance. We mow the plant grounds. We take well samples and draw downs for St. Johns River Water Management, also keeping daily records for the monthly reports that are required to be turned into the Department of Environmental Protection Agency every month. We also do quarterly reports for DEP on disinfection byproducts. We have the mid night shift flush the trains with high pH permeate water. We do yearly TTHM and HAA5 tests.

DEP requires us to take 5 bacteriological samples from the distribution system monthly, according to our population. All samples passed on October 13th.

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

We cleaned both Degasifiers. We changed the bearings on degasifier #1.

We replaced air cleaner and muffler on our pump that we use to clean degasifiers.

We replaced two ballasts and replaced 4 light bulbs in the train room.

We pressure washed and changed the filter screen the Biorem building. We found damage to the wall on the Biorem buildings intake chamber. We are having a meeting on Wednesday with the city engineers on how to repair the wall. We had TSC-Jacobs take look at the damage in the Biorem building. They will send a report to us and Kevin Lee of Quintin Hampton. We had our meeting with Kevin Lee with Quintin and Hampton about the wall in the Biorem building and Cup permit.

We contacted Scott Duffy of Vtech about the VFD on well 10. Scott found the fan on the VFD shorted out and needs to be replaced. We ordered two fans one to replace the one that went bad and one for a backup.

We had our quarter operators meeting. We went over wells and High Service Pump rotation schedule and running (SDI) Silt Density Index test on raw water.

Ed and I attended the SEDA Membrane Theory & Operation Workshop.

We pressure washed degasifiers and front of main building.

