

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) Raise the Flag Pink Army Proclamation.
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 September 24, 2015, the Special Meeting of September 23 and September 24, 2015 and the Workshop Meeting of August 11, and September 23, 2015.
7. Approve an Interlocal Agreement between Flagler County and the City of Flagler Beach to consolidate software maintenance agreements to use a unified, single source maintenance agreement to coincide with the County's upgrade to the CAD system. (New World System for public safety agencies.)
8. Approve Contracts for Disaster Preparedness and authorize Mayor to sign.

GENERAL BUSINESS

9. Consider changes to the Code of Ordinances Chapter 11, Solid Waste and provide direction to Staff for any necessary action related to the Solid Waste Department regarding yard waste handling and special pick-ups.
10. Resolution 2015-28 a resolution by the City Commission of the City of Flagler Beach, for Water & Sewer, Stormwater and Sanitation Fee increases to provide revenues that will be sufficient to operate financially self-supporting utilities; repealing Resolution 2014-28; providing for conflict and an effective date.
11. Resolution 2015-29, amending Resolution 2015-13, which adopted the City of Flagler Beach Personnel Policy, to reflect amendments to Section IV.3., providing for conflict and an effective date.

COMMISSION COMMENTS

12. Commission comments, including reports from meetings attended.

## PUBLIC HEARINGS

13. 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.

## STAFF REPORTS

14. Staff Reports.

15. 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.

# 2015 Pink Army “Raise the Flag” Proclamation

**WHEREAS**, October is National Breast Cancer Awareness Month; and

**WHEREAS**, the Florida Hospital Flagler breast cancer awareness campaign is called “The Pink Army”; and

**WHEREAS**, the Pink Army campaign is aimed at enlisting individuals to help create greater awareness about the life-saving benefits of annual mammograms and early detection; and

**WHEREAS**, Florida Hospital’s Flagler’s Pink Army is armed with more than 40,000 “soldiers” to battle breast cancer in the State of Florida, and

**WHEREAS**, the Florida Hospital Flagler Foundation, through the Pink Army program, provides mammography assistance to qualified women in our area; and

**WHEREAS**, the 2015 Pink Army campaign is kicking off with local municipalities “Raising the Flag”; and

**WHEREAS**, the City of Flagler Beach, FL raised the Pink Army flag on Friday, October 2, 2015 in Veteran’s Memorial Park as part of the First Friday event;

**NOW THEREFORE**, I LINDA PROVENCHER, MAYOR OF THE CITY OF FLAGLER BEACH do hereby proclaim the City of Flagler Beach raised the Pink Army flag to encourage its residents to intensify their awareness of breast cancer and the importance of screening mammograms.

IN WITNESS WHEREOF, I have hereunder set my hand this 8<sup>th</sup> day of October, 2015.

*CITY OF FLAGLER BEACH, FLORIDA*

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Linda Provencher, Mayor

ATTEST:

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Penny Overstreet, City Clerk

#6

BUDGET WORKSHOP MEETING OF THE FLAGLER BEACH CITY COMMISSION, AUGUST 11, 2015 AT 9:00 A.M. 105 S. 2<sup>ND</sup> STREET, FLAGLER BEACH, FL 32136

AGENDA

PRESENT: Chairman Marshall D. Shupe, Vice-Chair Jane Mealy, Commissioners Kim M. Carney, Joy McGrew and Stephen M. Settle, City Manager Bruce C. Campbell, Finance Director Kathleen Doyle, Public Works Director Robert Smith and City Clerk Penny Overstreet.

ABSENT: Mayor Linda Provencher.

1. CALL THE MEETING TO ORDER: Chairman Shupe called the meeting to order at 9:02 a.m.
2. PLEDGE OF ALLEGIANCE: Chairman Shupe led the pledge to flag.
3. DISCUSSION OF 2015/2016 FISCAL YEAR BUDGETS IN THE FOLLOWING ORDER:  
CONTINUED FROM JULY 7, 2015

UTILITY FUND

- 1) WATER T&D, SEWER COLLECTION'S – ROBERT SMITH & ALLEN WATTS: Robert Smith reviewed the proposed department budget. Mayor Provencher inquired to Mr. Watts if there were budget requests not included in the proposed budget. Mr. Watts advised of a request to increase the on-call pay rate. Discussion ensued. The Commission reached a consensus to have the Finance Director create a cost projection to increase on call pay from 50¢ to \$1.00 additional per hour for Maintenance, T & D and WWTP & WTP, and bring the information back after lunch. No changes to Water T & D, Sewer Collection.
- 2) WATER TREATMENT – BOB SMITH: No changes.
- 3) WASTEWATER TREATMENT – ROBERT SMITH & JOHNNY LYNN: No changes.  
Call pay discussed again.
- 4) UTILITY FUND EXPENSES – ROBERT SMITH:  
The Commission reached a consensus to reduce the bad debt line to 29,000 and increase the legal and personal ads line by 1,000.
- 5) UTILITY CAPITAL – ROBERT SMITH: No changes.
- 6) PROPOSED UTILITY RATE INCREASE – KATHLEEN DOYLE, ROBERT SMITH: Finance Director Kathleen Doyle reviewed a power point presentation. Robert Smith reviewed capital plan projects. Discussion ensued regarding gray water/reuse water/filtration, and expanding infrastructure to serve John Anderson outside of the city limits. Finance Director Doyle advised this proposed increase would just fund the current operations; we will need 6 million in the next 5 years to do the required upgrades at our Water and Waste Water Treatment Plant in restricted and unrestricted utility reserves. Commissioner Settle asked what thoughts are for implementing a base fee on irrigation meters. Finance Director Doyle reported a possible 58,000 per year income potential.

The Commission reached a consensus for the Finance Director to look into placing a base fee on irrigation meters.

Chairman Shupe recessed the meeting at 10:57 a.m.  
The meeting resumed at 11:12 a.m.

#### SANITATION FUND

- 7) REFUSE COLLECTION – ROBERT SMITH & BRUCE GARRISON: The duplication of a \$5,000 entry was noted in both Refuse Collection and Sanitation Fund Expense. The 5,000 duplication was removed from Refuse.
- 8) SANITATION FUND EXPENSE – ROBERT SMITH & BRUCE GARRISON: No changes.
- 9) SANITATION CAPITAL – ROBERT SMITH & BRUCE GARRISON: No changes.

Chairman Shupe recessed the meeting at 11:50 a.m.  
The meeting resumed at 12:34 p.m.

#### STORMWATER FUND EXPENSE

- 10) STORM WATER FUND EXPENSE – ROBERT SMITH: No changes.
- 11) STORM WATER CAPITAL – ROBERT SMITH: No changes.
- 12) PROPOSED STORMWATER RATE INCREASE – KATHLEEN DOYLE, ROBERT SMITH: Finance Director Kathleen Doyle reviewed a power point presentation providing an overview of the proposed stormwater fee and the benefits of building the reserve to complete needed stormwater projects within the City. Discussion ensued regarding stormwater fees for vacant properties. The Commission reached consensus to begin the research for the stormwater fee for vacant properties at the same amount paid by lots with structures.

#### PIER FUND

- 13) PIER FUND – BRUCE C. CAMPBELL & TOM GILLIN: The Commission suggested having professional signs made. The Commission reached a consensus to create a reserve for any revenues that exceed expenses in in the Pier Fund. No changes.

#### BUILDING CODE INSPECTION FUND

- 14) BUILDING CODE INSPECTION FUND – BRUCE C. CAMPBELL: No changes.

#### COMMUNITY REDEVELOPMENT AGENCY FUND:

- 15) COMMUNITY REDEVELOPMENT AGENCY – BRUCE CAMPBELL: No changes.

Chairman Shupe recessed the meeting at 2:09 p.m.  
The meeting resumed at 2:22 p.m.

Finance Director Doyle provided the information the Commission requested regarding a call-pay increase. Ms. Doyle provided projections for \$1.00 and 75 cents. An increase to \$1.00 additionally per hour would equate to an additional \$10,635. The Commission reached a consensus to increase the call pay rate from .50 ¢ to \$1.00 per hour, and to include one member of the maintenance department.

16) 2015-2016 FISCAL YEAR SALARY SCHEDULE:

- 5% INCREASE TOWARD MID-POINTS AND FUND SALARY ADMINISTRATION PLAN AS PER RESOLUTION – LIZ MATHIS: Human Resources Manager Liz Mathis reported there have been no salary range adjustments since 2007. Commissioner Carney before leaving the meeting suggested a 5% increase in range to mid-point and a \$5,000 budget line item for merit. The Commission reached a consensus to fund a \$5,000 ~~pool for merit~~ line item to recognize special achievements of employees, and approve the 5% increase ~~to bring salaries to the~~ toward mid-points and fund the salary administration plan.

Finance Director Doyle reported 62,600 would be returned to reserves if the budget were adopted at rollback.

**Comment [PO1]:** Amended to reflect needed correction

4. ADJOURNMENT: Motion by Commissioner Mealy, seconded by Commissioner McGrew, to adjourn the meeting at 3:12 p.m.

Attest:

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

\_\_\_\_\_  
Marshall D. Shupe, Chairman

#6

MINUTES

PRESENT: Mayor Linda Provencher, Chairman Marshall D. Shupe, Vice Chair Jane Mealy, Commissioners Kim M. Carney, Joy McGrew and Steve Settle. City Manager Bruce C. Campbell, City Attorney Kalanit Oded, Finance Director Kathleen Doyle, Deputy City Clerk Kate Settle

- 1. CALL THE MEETING TO ORDER: Chairman Shupe called the meeting to order at 5:01 p.m.
- 2. PLEDGE OF ALLEGIANCE: Chairman Shupe led the pledge.
- 3. OVERVIEW OF 2015-16 FY BUDGET – CITY MANAGER BRUCE CAMPBELL: Mr. Campbell reviewed the budget overview with the Commission.

The public hearing was opened. No comments were received. The public hearing was closed.

- 4. SECOND PUBLIC HEARING ON THE 2015/2016 FISCAL YEAR BUDGETS:
- 5. RESOLUTION 2015-23, A RESOLUTION OF THE CITY OF FLAGLER BEACH, FLORIDA LEVYING THE AD VALOREM PROPERTY TAX MILLAGE RATE FOR MUNICIPAL PURPOSES ON ALL TAXABLE PROPERTY WITHIN THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2015 AND ENDING SEPTEMBER 30, 2016, STATING THE MILLAGE TO BE LEVIED IS THE ROLLED BACK RATE IN FLAGLER COUNTY AND IS THE ROLLED-BACK RATE FOR VOLUSIA COUNTY; AND PROVIDING AN EFFECTIVE DATE: Attorney Oded read the title of the resolution into the record. Motion by Commissioner Mealy, seconded by Commissioner McGrew, to approve Resolution 2015-13. The motion carried unanimously after a roll call vote.

- 6. RESOLUTION 2015-24, ADOPTING BUDGETS FOR THE GENERAL FUND, UTILITY FUND, CAPITAL FUND, SANITATION FUND, STORMWATER FUND, CRA FUND, PIER FUND, AND BUILDING CODE INSPECTION FUND FOR THE FISCAL YEAR 2015-16, FIXING APPROPRIATIONS THEREIN; PROPOSING EXPENDITURES THEREUNDER; AND DETERMINING THE AMOUNT OF MONEY TO BE RAISED BY TAXATION AND PROVIDING AN EFFECTIVE DATE HEREOF; SECOND READING: Attorney Oded read the title of the resolution into the record. Motion Commissioner Carney, seconded by Commissioner Mealy to approve Resolution 2015-24. The motion carried unanimously.

The public hearing was opened. No comments were received. The public hearing was closed.

- 7. ADJOURNMENT: Motion by Commissioner Carney, seconded by Commissioner Mealy to adjourn the meeting at 5:13 p.m.

Attest:

\_\_\_\_\_  
Kate Settle, Deputy City Clerk

\_\_\_\_\_  
Marshall D. Shupe, Chairman

#6

WORKSHOP MEETING OF THE FLAGLER BEACH CITY COMMISSION, SEPTEMBER 23, 2015  
IMEDIATLY FOLLOWING THE 5:01 P.M. SPECIAL BUDGET HEARINGS. 105 S. 2ND STREET,  
FLAGLER BEACH, FL 32136

MINUTES

PRESENT: Mayor Linda Provencher, Chairman Marshall D. Shupe, Vice Chair Jane Mealy, Commissioners Kim M. Carney, Joy McGrew and Steve Settle, City Attorney Kalanit Oded, Human Resource Officer Liz Mathis, Deputy City Clerk Kate Settle.

1. CALL THE MEETING TO ORDER: Chairman Shupe called the meeting to order at 5:27 p.m.
2. REVIEW APPLICATIONS RECEIVED TO DATE, SELECTION OF CANDIDATES FOR INTERVIEW, AND PROVIDE STAFF DIRECTION: Ms. Mathis distributed a chart of the 23 applicants for City Manager. The Commission reviewed the list. The Commission selected the following candidates based on the number of commissioners interested in meeting them. The four candidates are James F. Coleman, Andrew Decandis, Joseph Gerrity and Donald Willar.

The Commission asked staff to forward the list of interview questions that were used in the past. They decided to review the questions at the first Regular Meeting in October.

Dates for the interviews were decided as Friday, October 23, 2015 during the day. Those candidates that cannot attend on the 23<sup>rd</sup> will be asked to be interviewed on October 20, 2015 after 5:00 p.m.

Ms. Mathis asked that all questions be given to her by October 1<sup>st</sup> for the agenda packet for the October 8 meeting.

3. ADJOURNMENT: Motion by Commissioner McGrew, seconded by Commissioner Carney to adjourn the meeting at 5:55 p.m.

Attest:

\_\_\_\_\_  
Kate Settle, Deputy City Clerk

\_\_\_\_\_  
Marshall D. Shupe, Chairman



#6

MINUTES

PRESENT: Chairman Marshall D. Shupe, Vice-Chair Jane Mealy, Commissioners Kim M. Carney, Joy McGrew, and Stephen M. Settle, City Manager Bruce C. Campbell, Captain Mathew Doughney, City Attorney D. Andrew Smith, III and City Clerk Penny Overstreet.

ABSENT: Mayor Linda Provencher.

1. CALL THE MEETING TO ORDER: Chairman Shupe called the meeting to order at 4:00 p.m. Chairman Shupe announced the purpose of the meeting, the estimated time of the attorney-client session and who would be present.

The City Attorney will be requesting the advice of the City Commission regarding:  
“Negotiating Strategy related to the Fraternal Order of Police (FOP) bargaining agreement.”

2. UPON REQUEST OF THE ADMINISTRATION, AND PURSUANT TO THE STATUTORY EXEMPTION FROM SUNSHINE LAW APPLICATION FOUND IN SECTION 447.605 FLORIDA STATUTES, WHICH STATES:

**447.605 PUBLIC MEETINGS AND RECORDS LAW; EXEMPTIONS AND COMPLIANCE.-- (1) ALL DISCUSSIONS BETWEEN THE CHIEF EXECUTIVE OFFICER OF THE PUBLIC EMPLOYER, OR HIS OR HER REPRESENTATIVE, AND THE LEGISLATIVE BODY OR THE PUBLIC EMPLOYER RELATIVE TO COLLECTIVE BARGAINING SHALL BE CLOSED AND EXEMPT FROM THE PROVISIONS OF S. 286.011.**

COLLECTIVE BARGAINING “CLOSED SHADE MEETING” TO BE HELD FOR COMMISSION TO BE INFORMED OF, TO DISCUSS THE STATUS OF, AND TO PROVIDE DIRECTION TO THE CITY MANAGER AND REGARDING THE COLLECTIVE BARGAINING AGREEMENT WITH THE FRATERNAL ORDER OF POLICE. Chairman Shupe announced the beginning of the closed session. City Clerk Overstreet posted notices on the doors regarding the attorney –client session then turned off the recorder and left the room.

3. RECONVENE PUBLIC MEETING: Chairman Shupe reconvened the public portion of the meeting at 5:03 p.m.
4. ADJOURNMENT: Commissioner McGrew put forth a motion to adjourn the meeting at 5:04 p.m. Commissioner Mealy seconded the motion. The motion carried unanimously.

Attest:

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

\_\_\_\_\_  
Marshall D. Shupe, Chairman



# City of Flagler Beach                      **AGENDA ITEM # 7**

## Item Summary and Recommendation

**SUBJECT:** Approve an Interlocal Agreement between Flagler County and the City of Flagler Beach to consolidate software maintenance agreements to use a unified, single source maintenance agreement to coincide with the County's upgrade to the CAD system.

**BACKGROUND:**

The Contract covers a five (5) years with cost as follows.

The City's fees for the PSMA for the next five (5) fiscal years are as follows:

- (i)      FY 2015-2016 \$8,480.00
- (ii)     FY 2016-2017 \$8,649.60
- (iii)    FY 2017-2018 \$8,822.59
- (iv)    FY 2018-2019 \$8,999.04
- (v)     FY 2019-2020 \$9,179.02

The foregoing fees reflect the amount paid by the City under its prior maintenance agreement, plus a 2% accelerator compounded annually beginning in FY 2016-2017.

**ATTACHMENTS:** Interlocal Agreement

**SUBMITTED BY:** Captain Doughney

**STAFF COMMENTS:** The Interlocal Agreement is paramount to the day-to-day operations of Law Enforcement services to the Flagler Beach Police Department. The New World System provides our Police Officers with direct, remote access to Computer Aided Dispatch (CAD) via their police vehicle computers. The CAD system provides Officers with all documented notes of a Police call for service and access to this system affords the Officers the opportunity to review the call (and accompanying notes) prior to his/her arrival. The dispatching of Police calls for service via CAD additionally reduces radio traffic, which in turn increases Officers safety, by limiting the dispatching of calls via radio.

**Finance Director:** The City budgeted \$6400 in the Police Department and \$2140 in the Fire Department for this maintenance agreement.

**City Manager:** The New World System provides both our Police and Fire agencies direct linkage to computer-aided dispatch. The automated system provides mapping to the incident address, past history of particular address and infinite detail prior to our city emergency response arriving on scene. All of which is a huge advantage allowing complete briefing of the emergency prior to arrival.

Flagler Beach has utilized the system for a number of years and really has no other alternative – other than beginning our own dispatch services, which is not recommended.

The only change the Interlocal provides is a “bundling” of all County Agencies on one contract. By doing so, Flagler Beach and others will realize a cost savings over the five (5) year contract.

Staff recommends approval of Mayor to sign the Interlocal Contract.

**INTERLOCAL AGREEMENT BETWEEN  
FLAGLER COUNTY AND THE CITY OF FLAGLER BEACH  
TO CONSOLIDATE SOFTWARE MAINTENANCE AGREEMENTS**

This Agreement is entered into between the Flagler County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and the City of Flagler Beach, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the "City", and collectively known as the "Parties".

***Witnesseth:***

**WHEREAS**, the Parties are authorized by Chapters 125, 163 and 166, Florida Statutes, and other applicable law to enter into interlocal agreements to cooperatively and efficiently use their powers to provide public services; and

**WHEREAS**, in 2007, the County procured a vendor and negotiated an agreement to implement an upgraded Computer Aided Dispatch (CAD) system, integrated with the County 911 System, for countywide public safety; and

**WHEREAS**, the Parties entered into an Interlocal Agreement in January 2008, recognizing the mutual benefit of sharing in the use of the County's CAD system for operating their respective public safety agencies and establishing a fixed cost to the City for a portion of the system's maintenance; and

**WHEREAS**, each Party presently maintains and operates separate CAD software maintenance agreements with New World Systems, Inc. (NWS) which unnecessarily duplicates efforts of both public safety agencies; and

**WHEREAS**, in September 2015, as part of a CAD system upgrade, the County negotiated with NWS a new Premier Software Maintenance Agreement (PSMA), which consolidates the maintenance agreements of each local, public safety agency within Flagler County and is effective as of October 1, 2015; and

**WHEREAS**, each Party recognizes a mutual benefit to using a unified, single source maintenance agreement for the NWS Aegis software suite of products; and

**WHEREAS**, each Party will benefit from a cost savings by using a unified, single source maintenance agreement to coincide with the County's upgrade to the CAD system.

**NOW, THEREFORE**, in consideration of the premises herein, the Parties hereby agree as follows:

**Section 1.** The five-year PSMA contained in Exhibit C of the Software License Agreement between NWS and the County, approved by the County with an effective date of October 1, 2015, has been furnished to the City and is incorporated herein by

reference. The PSMA supersedes and replaces the individual maintenance agreements of the Parties effective October 1, 2015. The prior maintenance agreements shall have no force and effect under the PSMA, and the Parties agree to be bound by the terms of the PSMA.

**Section 2. (a)** The County will pay the NWS annual invoice on behalf of the local public safety agencies for services under the PSMA. Such payment will be made on behalf of the City for its portion of PSMA services and shall constitute an advance by the County for the City. On or about October 1<sup>st</sup> of each year, the County will send an invoice to the City for the City's portion of its PSMA services for the fiscal year to reimburse the County for its advance on behalf of the City. The City will pay the County the invoiced amount within thirty (30) days of the invoice date. All payments will be subject to the terms and conditions of NWS invoicing.

**(b)** The City's fees for the PSMA for the next five (5) fiscal years are as follows:

- (i) FY 2015-2016 \$8,480.00
- (ii) FY 2016-2017 \$8,649.60
- (iii) FY 2017-2018 \$8,822.59
- (iv) FY 2018-2019 \$8,999.04
- (v) FY 2019-2020 \$9,179.02

**(c)** The foregoing fees reflect the amount paid by the City under its prior maintenance agreement, plus a 2% accelerator compounded annually beginning in FY 2016-2017.

**(d)** The foregoing fees do not account for any modules the City may wish to purchase independently or for modules the Parties may wish to purchase jointly. If the City purchases add-on modules independently, the fees listed in Section 2(b) will increase accordingly and will be invoiced to the City at the time the County is invoiced. If the Parties purchase add-on modules jointly, the fees in Section 2(b) will increase proportionally, as agreed to by the Parties at the time of purchasing the add-on module.

**(e)** The consolidated structure of the PSMA together with the cooperative nature of this Agreement makes prompt payment of fees essential. Failure of the City to pay the invoiced amount within thirty (30) days will constitute a material breach of this Agreement and may result in the termination of further services under the PSMA.

**Section 3.** The County and City expressly retain all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes, or its successor. Notwithstanding anything set forth in this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity or waiver of the limits of liability. Liability of the County or City for damages shall not exceed the statutory limits of liability, regardless of the number or nature of any claim which may arise including but not limited to a claim sounding in tort, equity or contract. Nothing in this Agreement

shall inure to the benefit of any third party for the purpose of allowing any claim against the County or City, which would otherwise be barred under the doctrine of sovereign immunity of by operation of law.

**Section 4. (a)** The County will administer the PSMA and be responsible as the primary point of contact with NWS. The City will address any issues relating to the PSMA in writing to the County's Emergency Manager at the address indicated below.

**(b)** Whenever either Party desires or is required to give notice unto the other, notice may be sent by hand delivery or by Certified Mail (return receipt requested) to:

**FLAGLER COUNTY**

Emergency Manager  
1769 East Moody Blvd., Bldg. 3  
Bunnell, FL 32110

**CITY OF FLAGLER BEACH**

Fire Chief  
105 South Second Street  
Flagler Beach, FL 32136

**(c)** Either Party may change, by written notice as provided herein, the address or person for receipt of notices. Notice shall be deemed to have been given when received.

**Section 5.** This Agreement reflects the full and complete understanding of the Parties and may be modified or amended only by a document in writing executed by both Parties, with the same formalities as this Agreement.

**[SIGNATURE PAGE TO FOLLOW]**

**IN WITNESS WHEREOF**, the Parties hereto have caused this Interlocal Agreement to be executed for the uses and purposes herein expressed.

**CITY OF FLAGLER BEACH**

**ATTEST:**

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

**Approved As to Form:**

\_\_\_\_\_  
Drew Smith, City Attorney

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

Date \_\_\_\_\_

**FLAGLER COUNTY BOARD OF  
COUNTY COMMISSIONERS**

**ATTEST:**

\_\_\_\_\_  
Gail Wadsworth, Clerk of the Circuit  
Court and Comptroller

**Approved As to Form:**

\_\_\_\_\_  
Al Hadeed, County Attorney

\_\_\_\_\_  
Frank J. Meeker, Chairman

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



#8



## CITY OF FLAGLER BEACH IN-HOUSE MEMORANDUM

Date: September 30, 2015

To: City Commissioners  
Marshall Shupe, Chair  
Drew Smith, Legal Counsel

From: Kay McNeely, CFM  
Administrative Assistant, Department of Public Works / Planning

Re: Agenda Topic for October 8, 2015 Commission Meeting  
RFP Contracts for Disaster Preparedness

Attachment: One Draft Contract

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You have been asked to approve the signing of six contracts for three types of Disaster Preparedness. This Memo provides information on each of these three types.

### Background

In the summer of 2015, Flagler Board of County Commissioners (FBCC) advertised in the *Flagler News Tribune*, on [www.demandstar.com](http://www.demandstar.com), and on [www.publicpurchase.com](http://www.publicpurchase.com), for a Request for Proposals (RFP) for three different categories of Disaster Preparedness. The disaster can be hurricane and flood related, or tornado, fire, etc. It does not have to be a federal or state declared disaster to ask contractors for their assistance.

Each RFP is a cooperative services agreement issued on behalf of the FBCC and the cities of Flagler Beach, Palm Coast and Bunnell; and the townships of Beverly Beach and Marineland. A representative from each government entity participated in an evaluation committee that reviewed and ranked the proposals.

### RFP P041-0-2015, Disaster Debris Removal and Disposal Services

In August, the County received nine (9) responses to this request for experienced contractors capable of *removing and properly disposing* of large volumes of disaster-generated debris in an efficient manner and according to FEMA regulations. The top two firms are Crowder-Gulf Joint Venture, LLC and Phillips and Jordan, Inc.

### RFP P040-0-2015, Disaster Debris Monitoring Services

Because the service detailed above (*removal and disposal*) cannot by law monitor itself, it is necessary to hire a *monitoring* service. In May of 2015, FBCC received six (6) responses to this RFP. These contractors are experienced in monitoring the removal of large volumes of disaster-generated debris in a timely and cost-effective manner. Their responsibilities include verifying the lawful disposal of all collected debris. The top two firms are Tetra Tech, Inc. and Thompson Consulting Services.



RFP P020-0-2015, Disaster Financial Recovery Services

In August, FBCC received six (6) responses to a request for emergency management contractors knowledgeable in *tracking* disaster related *expenses*, preparation of proper documentation, and planning the most effective strategy for recovery of funds throughout all phases of a disaster. This may include providing staff to fill roles of the Finance Section (within the NIMS/ICS structure of the county) and for us, too, if desired.

While the first two categories of disaster (removal/disposal and monitor) are capable of and willing to file their own paperwork for financial recovery, this third category will oversee those efforts, but also assist with collecting and assimilating the data for what they term the "force account" which is the time and labor put in by our own city employees. In addition, volunteer hours will be tracked as their effort may also be reimbursable. The top two firms are Witt O'Brien's LLC, and CDR Maguire, Inc.

Each contract is an agreement of commitment by the firm for a period of three (3) years. By mutual consent, the contact may be extended for two (2), two-year terms, or not to exceed a total of seven (7) years.

Fees

There is no fee to keep these agencies under contract during the seven year term. If called into action, the first invoices are not submitted for at least 30 days, although this can be negotiated by the city. Each RFP includes a financial statement proving that these companies are financially solvent.

Attachment

In the interest of saving paper, one copy of a draft contract is attached. All six contracts are the same; only the name of the contractor, the RFP number, and the RFP Title are different.



# CITY OF FLAGLER BEACH

**CONTRACT  
FOR  
DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES  
RFP-P041-0-2015**

This Contract, entered into this \_\_\_\_\_ day of October, 2015 by and between the City of Flagler Beach, a political subdivision of the State of Florida, whose address is 105 S 2<sup>nd</sup> Street, Flagler Beach, hereinafter called **CITY**, and Crowder-Gulf Joint Venture, an Incorporated Company, whose address is 5435 Business Parkway, Theodore, AL 36582, hereinafter called **CONTRACTOR**.

WITNESSETH: That the **CITY** agrees with the **CONTRACTOR**, as follows:

1. The Contract shall consist of the following, all of which are hereby made a part hereof:
  - a. RFP-P041-0-2015 Proposal Submission
  - b. Insurance Certificate(s)
2. The **CONTRACTOR** agrees to furnish all labor, equipment, material and the skill necessary for the complete work as set forth in the component parts of the Contract described herein and to the satisfaction of the **CITY** or its duly authorized representative.
3. The **CONTRACTOR** agrees to commence the work to be done under this Contract, beginning October 15, 2015 for three (3) years with the option for two (2) additional two (2) year renewals, not to exceed a total of seven (7) years.
4. The **CITY** agrees to pay the **CONTRACTOR** for the services rendered, in accordance with the pricing structure set forth in the Proposal Submission.

In WITNESS WHEREOF, the undersigned have executed this Agreement on the day and year set forth below.

ATTEST:

\_\_\_\_\_  
PENNY OVERSTREET  
Clerk of the Circuit Court and Comptroller

\_\_\_\_\_  
LINDA PROVENCHER, CITY MAYOR

\_\_\_\_\_  
*(Date Signed)*

SEAL:

APPROVED-AS-TO-FORM

\_\_\_\_\_  
DREW SMITH, CITY ATTORNEY

ATTEST:

Crowder-Gulf Joint Venture, Inc.

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Typed or Printed Name)*

\_\_\_\_\_  
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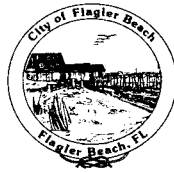
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*(Date Signed)*

CORPORATE SEAL:

As authorized for execution by City Commissioners  
of Flagler Beach at its regular meeting,  
October 8, 2015



## City of Flagler Beach

## AGENDA ITEM # 9

### Item Summary and Recommendation

**SUBJECT:** Consider changes to Chapter 11, Solid Waste Ordinance and provide direction to staff for any necessary action related to the Solid Waste Department regarding yard waste handling and special pickups.

**BACKGROUND:** Staff recommends changes to the language of the ordinance regarding yard waste handling and pickup. When the ordinance was changed in 2008, language was added restricting the amount of yard waste residents for place out for pickup. That part of the ordinance has been a point of contention for many years. The amount of 3'x3'x6' piles (two cubic yards) has been considered by many residents as an insufficient amount when trimming their yards and the City has received many complaints. This modification will allow larger volumes of yard waste to be picked up by the Sanitation Dept. Staff would like to change the volume to ten cubic yards per pick up while adding more scheduled pick up days. To accommodate this change, staff intends to add another truck route and driver to handle the increased volume of yard waste.

**RECOMMENDATIONS:** Approval.

**ATTACHMENTS:** Chapter 11 – Solid Waste Ordinance

**SUBMITTED BY:** Robert Smith

**DATE:** September 29, 2015

**STAFF COMMENTS:**

**Finance Director:** The City currently charges \$71 for a partial load; defined as over the 2 cubic yards and up to half a truck or 12 cubic yards. For a full truck (24 cubic yards) the cost is \$142. These fees would also need to be addressed with changes to the ordinance. For the 2014-15 fiscal year, the city collected \$5,074 from this revenue source.

The starting salary for a sanitation driver is \$11.487 per hour, with benefits the total cost is \$36,476.

**City Manager:** Staff believes the proposed changes to the solid waste ordinance will eliminate the long-standing resident complaints surrounding insufficient collection of yard waste. Those complaints are the most numerous reaching the City Manager's office on a monthly basis.

With these changes the service level will be vastly improved – making our City more aesthetically pleasing as residents and visitors walk or drive our neighborhoods.

The improved service level does come with an associated cost increase.

**Additional crew for yard waste:**

- 1 driver           \$36,500
- 1 helper           \$24,960
- Labor Total       \$61,400

**Variable cost of truck**

- 65 miles of paved roads
- 1 trip to ELS is 20 miles  
Total 85 miles per day at 4 days per week additional.  
\*340 miles X .75¢/ mile = \$255  
\$255/wk. X 52 wk. = \$13,260

**Total cost increase for improved service:**

- Labor               \$61,400
- Truck               \$13,260
- \$74,660/year**

The current financial state of the Sanitation Fund will support this additional cost for improved service level. Consider for approval.

1 Chapter 11 - SOLID WASTE

2 FOOTNOTE(S):

3 --- (1) ---

4 **Editor's note**—Ord. No. 2008-03, § 1(Exhibit A), adopted May 22, 2008, amended Ch. 11 in its entirety  
5 to read as herein set out. Former Ch. 11, §§ 11-1—11-33, pertained to garbage and trash. See the Code  
6 Comparative Table for full derivation.

7 **Cross reference**— Fire prevention and protection, Ch. 9; nuisances, Ch. 13.

8 **State Law reference**— Florida litter law, F.S. § 403.413.

9 ARTICLE I. - REGULATIONS

10

11 Sec. 11-1. - Definitions.

12 The following words, terms and phrases, when used in this chapter, shall have the meanings  
13 ascribed to them in this section, except where the context clearly indicates a different meaning:

14 Building or demolition contractor-haulers means builders or building or demolition contractors who  
15 own roll-off containers and haul away their own construction and demolition debris, instead of contracting  
16 with a person or entity engaged in the business of hauling away construction and demolition debris, trash,  
17 or garbage.

18 Collector means any contractor who provides for the collection, transportation, and disposal of solid  
19 waste and construction and demolition debris from roll-off containers within the city limits. Building or  
20 demolition contractor-haulers as defined herein are not collectors for the purposes of this article.

21 Commercial can refers to a container used for the storage of garbage or recycling made of  
22 nonabsorbent material, provided with a closely fitting cover, side handles and thirty-two (32) gallons or  
23 less gross capacity and weighs less than fifty (50) pounds.

24 Commercial container refers to all front-load and rear-load dumpsters, roll-off, roll-off compactor,  
25 front load verti-pak compaction container, or cart that is designed or intended to be mechanically or  
26 manually dumped into a loader-packer type truck.

27 Commercial tote refers to containers that are purchased from the city, which are designed to be  
28 mechanically lifted and emptied and are used for the storage of garbage or recycling materials that are  
29 awaiting pickup.

30 Commercial service includes but is not limited to hotels, motels, lounges, restaurants, stores, shops,  
31 offices and service stations as well as any nonresidential units used for retail or wholesale trade that will  
32 be charged the commercial rate.

33 Construction and demolition debris refers to material defined in F.S. § 403.703, and as modified by  
34 Flagler County pursuant to F.S. § 403.707(9)(j), all as amended from time to time.

35 Customer means the person responsible for payment for city solid waste services provided to a  
36 specific location whether residential or commercial.

37 Director, for purposes of this section, refers to the solid waste superintendent.

38 Garbage means containers and other household wastes, animal, vegetable food or any organic  
39 waste resulting from storage, preparation, cooking or handling food whether attributed to residential or  
40 commercial activity. Also includes all non-recyclables and packing materials.

41 Gross revenue. All revenues derived directly or indirectly by a licensee, its affiliates, subsidiaries,  
42 parents, and any person in which a licensee has a financial interest, exclusive of all taxes, from or in  
43 connection with the operation of a solid waste or construction and demolition debris collection service  
44 from roll-off containers in the City of Flagler Beach.

45 Household hazardous waste or HHW includes but is not limited to paint, paint thinner, mineral spirits,  
46 gasoline, kerosene, fuel propane, oil, transmission fluid, brake fluid, gear oil, acids or solvents, florescent  
47 bulbs and other like items.

48 Industrial waste means wastes and debris from brick, concrete block, roofing shingle or tile; floor  
49 coverings; plants; debris and wastes accumulated from land clearing, excavating, building, rebuilding and  
50 altering of buildings, structures, roads, streets, sidewalks or parkways; and any waste materials which,  
51 because of their volume or nature, do not lend themselves to collection and incineration commingled with  
52 ordinary garbage and yard waste.

53 Licensee means any collector duly licensed by the City of Flagler to collect, transport, and dispose of  
54 solid waste and construction and demolition debris from roll-off containers in the city limits.

55 Non-recyclables means those materials that are not listed as recyclables, do not have a recyclable  
56 emblem on them, as well as plate glass, window glass, dishes, cookware, pyrex, motor oil bottles, acid  
57 jugs, styrofoam packing material, bubble wrap, waxed boxes, light bulbs or tubes, and paper materials  
58 such as mail.

59 Private use container means any garbage, yard waste or industrial waste container owned by  
60 someone other than the City of Flagler Beach. Such containers include commercial cans, commercial  
61 containers, commercial totes, industrial waste container (dumpster), recycling container, or residential  
62 containers. These containers are owned or leased by private individuals for the disposal of commercial,  
63 residential or industrial waste.

64 Property owner means the owner of developed or undeveloped property within the City of Flagler  
65 Beach.

66 Public use container means any garbage container provided by the City of Flagler Beach. Such  
67 containers include beach cans, park cans and parking lot cans. These containers are provided for the  
68 users of these facilities, for the garbage accumulated while using the facility and are specifically not to be  
69 used for the disposal of residential or industrial waste.

70 Recyclables means those materials identified by the City of Flagler Beach and F.S. § 403.703, as  
71 amended from time to time, as capable of being recycled, which would otherwise be disposed of as  
72 garbage. These items include but are not limited to: metal cans, aluminum products, glass products,  
73 newspapers (meaning all newspapers, newspaper advertisements, supplements, comics or enclosures  
74 which are considered recyclable by the city; all plastic soda, milk, water, dish soap, laundry soap, and  
75 other like containers that have a 1, 2, 3, 4, 5, or 6 recyclable emblem on them; magazines, phonebooks,  
76 cardboard, plastic bags and shredded paper, such as computer paper, pasteboard, wrapping paper,  
77 stationary products and the like). Recyclables are not solid waste.

78 Recycling container means a container made of nonabsorbent materials with side handles and thirty-  
79 two (32) gallons or less gross capacity that is clearly marked as recyclables. This shall not include  
80 commercial tipper carts.

81 Residential container means a container used for the storage of garbage or yard waste made of  
82 nonabsorbent material, provided with a closely fitting cover, side handles and thirty-two (32) gallons or  
83 less gross capacity.

84 Residential service means garbage, yard waste and recycling service provided to a single-family  
85 residential unit.

86 Roll-off container means a large metal or plastic box normally used for construction and demolition  
87 debris or other large amounts of solid waste and yard trash, usually of the ten-, twenty-, thirty-, or forty-  
88 cubic-yard size, which are lifted by mechanical means which roll-offs may be either open top or enclosed  
89 compaction type.

90 Single-family residential unit means a single-family home, a multi-family residential unit,  
91 condominium unit, apartment unit, or other dwelling unit that is billed per unit.

92 Solid waste includes, but is not limited to, garbage, yard waste, white goods, and other material  
93 identified in F.S. § 403.703, as amended from time to time. Solid waste does not include recyclables.

94 Solid waste disposal system means the sanitation department that is operated by the City of Flagler  
95 Beach or such other agency as it may designate.

96 Special pickup service means an excessive amount of garbage or yard waste as determined by the  
97 director to be beyond reasonable amounts that do not lend themselves to normal service. This includes  
98 but is not limited to accumulation of more than eight (8) thirty-two-gallon containers of garbage or ~~yard~~  
99 ~~waste; a pile of yard waste no larger than three (3) feet wide three (3) feet high and six (6) feet long or~~  
100 ~~more than 10 cubic yards (or three (3) feet wide three(3) feet high and 30 feet long or three (3) feet wide~~  
101 ~~six(6) feet high and 15 feet long.)~~ of yard waste that is not placed in an approved manner, (see standards  
102 for yard waste collection).

Comment [PO1]: Recommended amendment

103 White goods means any large household appliance typically finished with enamel or stainless steel,  
104 e.g. refrigerators, stoves, microwaves, dishwashers, washing machines, dryers or other metal goods.

105 Yard waste means vegetative organic matter resulting from the routine maintenance of the grounds  
106 of a developed property and includes such materials as tree and shrub trimmings, grass clippings, palm  
107 fronds, and small branches.

108 (Ord. No. 2008-03, § 1(Exh. A), 5-22-08; Ord. No. 2010-01, § 2, 4-8-10)

109 **Cross reference**— General definitions, § 1-2.

110 Sec. 11-2. - Separation of trash required.

111 Persons using the City of Flagler Beach solid waste disposal system, whether for commercial or  
112 residential service, shall be required to separate all items into separate containers as follows:

- 113 (1) Garbage.
- 114 (2) Yard waste.
- 115 (3) Recyclables.
- 116 (4) White goods.

117 Crews may refuse pickup of any items that have not been separated, do not meet the standards for  
118 collection as stated in this article, contain prohibited items or are not placed in the appropriate area for  
119 collection.

120 (Ord. No. 2008-03, § 1(Exh. A), 5-22-08)

121 Sec. 11-3. - Authority of city manager to promulgate regulations.

122 The city manager may from time to time promulgate regulations concerning the types of containers  
123 to be used, days of placement of containers, and other matters necessary for the implementation of the  
124 terms of this article.

125 (Ord. No. 2008-03, § 1(Exh. A), 5-22-08)

126 Sec. 11-4. - Containers—Size, inspection, maintenance and replacement for residential service.

127 Garbage and yard waste containers that are manually loaded shall be no larger than thirty-two-gallon  
128 capacity. Such containers must have a cover and proper handles so that they may be managed by one  
129 (1) person. The container shall not weigh more than fifty (50) pounds when loaded. Paper bags are not  
130 permitted for use as garbage or yard waste containers. The foregoing does not apply to individually  
131 purchased and maintained commercial containers or garbage dumpsters. Notwithstanding the above,  
132 tightly secured plastic garbage bags will be permitted for garbage. No plastic garbage bags will be  
133 permitted for yard waste.

134 Recycling containers that are manually loaded shall be no larger than thirty-two-gallon capacity.  
135 Such containers must have proper handles so that they may be managed by one (1) person. The  
136 container shall not weigh more than fifty (50) pounds when loaded. Paper or colored plastic bags are not  
137 permitted for use as recycling containers. The foregoing does not apply to individually purchased  
138 commercial tipper carts.

139 The city reserves the right to inspect all commercial, garbage, yard waste and recycling containers  
140 and to demand replacements if necessary in the interest of public health and safety or employee safety.  
141 The customer is responsible for the routine maintenance of commercial, garbage, yard waste or recycling  
142 containers and to keep them in a sanitary manner.

143 (Ord. No. 2008-03, § 1(Exh. A), 5-22-08)

144 Sec. 11-5. - Container—Location for residential service.

145 (a) Location for residential collection of residential containers.

146 (1) It shall be unlawful to place any garbage, yard waste, recycling or white goods on city-owned  
147 property; except city street rights-of-way immediately adjacent to and abutting upon the property  
148 of the person causing such garbage, yard waste, recycling or white goods to be so placed for  
149 scheduled pickup.

150 (2) Placing garbage, yard waste, recycling or white goods on the street rights-of-way immediately  
151 adjacent to and abutting a vacant lot is strictly prohibited. However, in the case of the vacant lot  
152 owner performing routine trimming and maintenance generating yard waste on their lot, the  
153 owner may contact the city for a special pickup, subject to standards for yard waste collection.  
154 Anything more often will require a special pickup and payment of the appropriate fee.

155 (3) Placing garbage, yard waste, recycling or white goods in any city-owned alley is strictly  
156 prohibited.

157 (b) Location for storage of garbage, yard waste or recycling containers.

158 (1) Location generally. Except on the day of trash pickup or the evening before pickup garbage,  
159 yard waste or recycling containers shall not be stored in yard areas adjacent to any city street or  
160 on city right-of-way.

161 (2) Location on double-frontage lots. On those lots where both the front and back yards are  
162 adjacent to city streets, the occupant of such property shall provide a closed area for the  
163 storage of garbage, yard waste or recycling containers so that the same are not in view of  
164 residents of adjacent properties.

165 (3) [Placement prohibited.] Placing garbage, yard waste, recycling or white goods on the street  
166 right-of-way immediately adjacent to and abutting a vacant lot is strictly prohibited. However, if  
167 the solid waste disposal system is notified in advance that several neighbors have formed a  
168 "community pile" of yard waste, which is placed on the city right-of-way in front of a vacant lot,  
169 and it can be determined by the director the pile was not generated from the vacant lot, it can be  
170 picked up. It is not necessary to contact the solid waste disposal system for each pickup once  
171 the precedent has been established. Vacant lot owners may contact the city for a special pickup  
172 of yard waste. If the director can determine the yard waste was not generated from the lot and  
173 has been dumped by a contractor or landscaper, the special pickup fee can be waived. If the



174 yard waste has been generated by the lot owner but is not excessive (eight-can rule), the  
175 director may charge one-half (½) the monthly residential fee based on normal yard waste pickup  
176 and payment of the appropriate fee.

177 (Ord. No. 2008-03, § 1(Exh. A), 5-22-08)

178 Sec. 11-6. - Collection for residential service.

179 The city shall make provision for the collection and disposition of garbage yard waste, recyclables or  
180 white goods by the solid waste disposal system, or such other agency as it may designate, which  
181 collection and disposition shall be made at regular intervals. Such collection will only be made where  
182 garbage, yard waste, recyclables and white goods have been kept and collected as provided for in this  
183 chapter. Reasonable notice of the collection time shall be given the residents of the city. The solid waste  
184 disposal system shall only be required to collect such reasonable amount of garbage and yard waste as  
185 shall be accumulated within a reasonable time under normal conditions. Garbage or yard waste that does  
186 not comply with the standards below may require a special pickup service and the payment of the  
187 appropriate fee as defined in section 11-1, Special-pickup service. Customers will be advised of the  
188 reason for a special pickup service and fees. The solid waste disposal system must make reasonable  
189 efforts to contact the customer prior to pickup and charging of fees.

190 (1) Standards for garbage collection are as follows:

- 191 a. Garbage must be in a residential container or tightly sealed plastic bag.
- 192 b. Garbage shall not be placed in paper bags or cardboard boxes.
- 193 c. Garbage shall not contain any recyclables, household hazardous waste, industrial waste or  
194 yard waste.

195 (2) Standards for yard waste collection are as follows:

- 196 a. Loose items such as but not limited to palm boots, grass and leaves shall be placed in a  
197 residential container.
- 198 b. Branches shall be cut into lengths of five (5) feet or less and shall be no bigger than (5)  
199 inches in diameter.
- 200 c. Palm fronds need to be neatly piled with all stems towards the street in a pile ~~no larger~~  
201 ~~than three (3) foot wide, three (3) foot high and six (6) foot long,~~ or tied in bundles no larger  
202 than one man can handle.

Comment [PO2]: Recommended amendment

203 (3) Standards for recycling collection are as follows:

- 204 a. All metal cans and aluminum products (which shall have been emptied of all contents,  
205 liquid and solid, prior to placement for pickup).
- 206 b. Glass products which do not include window glass, dishes, cookware, light bulbs or tubes  
207 (which shall have been emptied of all contents, liquid and solid, prior to placement for  
208 pickup).
- 209 c. Newspapers (meaning all newspapers, newspaper advertisements, supplements, comics  
210 or enclosures which are considered recyclable by the city).
- 211 d. All plastic soda, milk, water, dish soap, laundry soap, and other like containers that have a  
212 recyclable emblem on them (which shall have been emptied of all contents, liquid and  
213 solid, prior to placement for pickup).
- 214 e. Magazines.
- 215 f. Phonebooks.

- 216 g. Cardboard (which shall have been emptied of all liners, bubble wrap and Styrofoam; waxed  
217 boxes are not to be recycled).
- 218 h. Plastic Bags.
- 219 i. Shredded paper (which shall be contained in a plastic bag and marked accordingly).

220 (Ord. No. 2008-03, § 1(Exh. A), 5-22-08)

221 Secs. 11-7—11-9. - Reserved.

222 **Editor's note**— Ord. No. 2008-03, § 1(Exh. A), adopted May 22, 2008, repealed §§ 11-7—11-9  
223 in their entirety. Former §§ 11-7—11-9 pertained to containers—size, inspection, maintenance  
224 and replacement for commercial service; container—Location for commercial service; and  
225 collection for commercial service, respectively. See the Code Comparative Table for complete  
226 derivation.

227 Sec. 11-10. - Dumping.

- 228 (a) It shall be unlawful for any person to dump, deposit, or bury any garbage, yard waste, industrial  
229 waste, hazardous waste or other noxious, malodorous or offensive matter on or in any public or  
230 private land, water body or right-of-way with in the City of Flagler Beach. Furthermore, the burning of  
231 garbage, yard waste, industrial waste, hazardous waste or other material is governed by Chapter 9,  
232 Fire Prevention.
- 233 (b) Placing household garbage, recyclables, yard waste, industrial waste or household hazardous waste  
234 in or around public or private use container shall be considered dumping.

235 (Ord. No. 2008-03, § 1(Exh. A), 5-22-08)

236 **Cross reference**— Offenses, Ch. 14.

237 Sec. 11-11. - Accumulation.

238 It shall be unlawful for any person to suffer or permit any garbage, yard waste, recycling, white goods  
239 or any wrecked, abandoned, non-operating or otherwise junk vehicle, or parts therefrom, or refuse, trash,  
240 filth, straw, hay, excelsior, paper, boxes, barrels or other articles, for which they are responsible, except  
241 as provided for in this chapter, or any other materials that are offensive to public health or that are a  
242 menace to the welfare of the city, either by reason of danger by fire or otherwise, to be or remain upon  
243 the premises of such person, or upon the streets, avenues or alleys and adjoining the premises of such  
244 person.

245 (Ord. No. 2008-03, § 1(Exh. A), 5-22-08)

246 Sec. 11-12. - Prohibited acts.

247 It shall be unlawful for any person to:

- 248 (1) Place household hazardous waste in the city solid waste disposal system.
- 249 (2) Dump any materials within the city limits.

250 (3) Take garbage, recyclables, yard waste, industrial waste or household hazardous waste from  
251 any property and place it in or around any public or private use container located: on another  
252 private property, at the beach, in any city park, in any parking lot, or on any city right-of-way.

253 (Ord. No. 2008-03, § 1(Exh. A), 5-22-08)

254 Sec. 11-13. - Collection fees.

255 The solid waste collection fees shall be adopted by resolution of the city commission. In case of all  
256 buildings situated in all areas of the city, it shall be the ultimate responsibility and liability of the owner to  
257 pay the proper service fee.

258 (Ord. No. 2008-03, § 1(Exh. A), 5-22-08)

259 Sec. 11-14. - Collection fees; lien on property.

260 All solid waste collection fees shall constitute, and are hereby imposed as, special assessment liens  
261 against the real property aforesaid; and, until fully paid and discharged, shall remain liens equally in rank  
262 and dignity with city ad valorem taxes, and superior in rank and dignity to all other liens, encumbrances,  
263 titles and claims in, to or against the real property involved. Such special assessment liens for service  
264 charges shall be enforced by any of the methods provided for by law.

265 (Ord. No. 2008-03, § 1(Exh. A), 5-22-08)

266 Sec. 11-15. - Annual review of collection fees.

267 There shall be an annual adjustment of the solid waste collection fees. Such adjustments shall be  
268 calculated by using the annual indexing factor based on the Public Service Commission published  
269 percentage change in the Gross Domestic Product Implicit Price Deflator. The resulting fee will become  
270 effective each October 1, starting October 1, 2007 and will be valid for the new fiscal year.

271 (Ord. No. 2008-03, § 1(Exh. A), 5-22-08)

272 Sec. 11-16. - Disposition of revenues.

273 The revenues received under this chapter may be used by the city to:

- 274 (1) Operate and maintain the solid waste disposal system;  
275 (2) Create reserves for replacement of its materials and equipment

276 (Ord. No. 2008-03, § 1(Exh. A), 5-22-08)

277 Sec. 11-17. - Trash disposal.

278 (a) No person shall engage in the business of garbage or trash removal, without first having obtained  
279 such a license to conduct such activity, if such licensing is authorized by this section. Building or  
280 demolition contractor-haulers, as defined herein, are exempt from obtaining a license.

281 (b) All collectors shall be required to obtain a license from the city and to pay a license fee as set forth in  
282 a resolution of the city commission, to collect, transport, and dispose solid waste and construction  
283 and demolition debris from roll-off containers within the city limits and shall be subject to the  
284 regulations contained in this section. Licenses shall be deemed to be non-exclusive and shall not be

285 deemed to allow such collectors to collect, transport, and dispose solid waste from containers other  
286 than roll-off containers. Annually, or three hundred sixty-five (365) days from the date of the initial  
287 license granted by the city, each licensee shall renew its license, shall pay an annual permit fee as  
288 set by resolution of the city commission, and shall provide all information to the satisfaction of the city  
289 that the requirements of this section are, and have been, met.

290 (c) Any license granted by the city shall be conditioned upon the licensee abiding by the terms of this  
291 section.

292 (1) Hours of pick-up. Collections for roll-off containers shall be made between 7:00 a.m. and 6:00  
293 p.m., unless different times are approved by the city. On those days when the disposal site  
294 generally used by a licensee is closed for any reason, the licensee shall reschedule the  
295 collection of that day's routes within that week. When possible, the licensee shall provide to  
296 property owners in advance a list of approved holidays and the alternate pick-up days. In the  
297 event of an unforeseen event, the licensee shall notify property owners of the change in service  
298 as soon as possible.

299 (2) Frequency of pick-up. Licensees servicing roll-off containers shall make collections at all  
300 locations having roll-off containers. Property owners may be required to make a mandatory  
301 dumpster collection if deemed full by city staff.

302 (3) [Records maintained.] The city shall maintain records of the solid waste management services  
303 that are to be provided to the roll-off customers. Licensees shall provide the city with a written  
304 list including customer name, service address, container size and number, pick-up frequency,  
305 and special instructions.

306 (4) Vehicles.

307 a. The licensee shall keep vehicles used for collection services in serviceable repair, good  
308 appearance, and in a sanitary condition at all times. Each vehicle shall have clearly visible  
309 on each side, the name and phone number of the licensee and the vehicle number.

310 b. Licensee shall certify to the city upon the commencement of annual renewal of licenses  
311 that back-up vehicles are available in the event of the breakdown of any primary collection  
312 vehicle.

313 c. All front loading vehicles must be equipped with hopper doors to prevent material from  
314 blowing out of the area where material is placed into the vehicle.

315 d. All trucks or other vehicles used on the public streets and roads within the city shall  
316 conform to all current state motor vehicle requirements.

317 e. All solid waste hauled by the licensee shall be contained or enclosed so that leaking,  
318 spilling, or blowing are prevented. In the event of any leakage or spillage, the licensee shall  
319 immediately clean up all litter and as much leakage and spillage as reasonably possible.

320 f. The city reserves the right to deny a licensee's vehicles access to certain streets, alleys,  
321 and public rights-of-way, inside the city, where it is in the best interest of the general public  
322 to do so due to conditions of streets or bridges. The licensee shall not interrupt the regular  
323 schedule or quality of services because of such street closures.

324 (5) Littering prohibited. The licensee shall not litter premises roads, streets or rights-of-way in the  
325 process of making collections and shall promptly remove all debris that may come out of the  
326 container during pick-up. The licensee shall collect all material that has been placed in the roll-  
327 off containers unless otherwise directed by the city.

328 (6) Roll-off containers. Amounts and types of solid waste placed in roll-off containers for collection  
329 shall be stored in standard manufactured-type mechanically served roll-off containers only,  
330 unless otherwise approved, in advance, by the city and unless consistent with all other  
331 governmental regulation, and whose volume is listed in cubic yards or tons. Containers must be  
332 in good condition and cleaned, repaired, and painted. If requested by the city, the licensee or

333 the property owner shall replace old or damaged containers with newer ones. Such container  
334 shall be provided at licensee's or owner's cost and shall identify the licensee.

335 (7) Local contacts and communication. Licensee shall establish and maintain an office or such  
336 other facilities through which it can be contacted. It shall be equipped with sufficient telephones,  
337 shall have one (1) qualified and responsible person in charge during collection hours, and shall  
338 be open during collection hours. A method to receive after-hour calls shall be utilized.

339 (8) Disposal. All solid waste for disposal shall be hauled to sites or facilities legally empowered to  
340 accept it for treatment or disposal. The licensee is responsible for disposing of all collected  
341 waste collected from roll-off containers in the city in accordance with all state and federal  
342 statutes and regulations, and agrees to accept all liability for any remedial activities or fines  
343 which may arise from the unlawful disposal of same. The licensee shall be responsible for  
344 paying all disposal costs.

345 (9) Location of roll-off containers. All solid waste shall be placed in approved roll-off containers at  
346 locations that are readily accessible to the licensee's personnel. If possible, all garbage and  
347 trash must be placed in roll-off containers on the private property and not within the right-of-way  
348 of any alley or street. The containers shall be accessible without entering a building or shelter of  
349 any type. The use of city property for the siting of roll-off containers may only be approved by  
350 the city after an appropriate application is filed and a separate right of way use agreement is  
351 entered.

352 (10) Licensee's personnel, employees, and officers. The licensee shall:

353 a. Assign a qualified person or persons to be in charge of his/her operations in the city;

354 b. Ensure that employees maintain a disciplined manner while in the city;

355 c. Ensure that employees, at all times, carry a valid operator's license for the type of vehicle  
356 he/she is driving and that vehicle drivers do not unduly interfere with vehicular or  
357 pedestrian traffic, and that vehicles not be left standing on streets except as necessary by  
358 loading operations and shall move with the traffic flow;

359 d. Attest unto the city that no officer, employee or agent of the city has any interest, either  
360 directly or indirectly, in the business of the licensee to be conducted under the license.

361 (11) Operational approval; taxes; title to waste.

362 a. The licensee shall, at its sole expense, procure from all governmental authorities having  
363 jurisdiction over the operations of the licensee, including the city, all licenses, certificates,  
364 permits or other authorizations which may be necessary for the conduct of its operations.

365 b. The licensee shall pay all taxes, licenses, certifications, permits and examination fees and  
366 excises which may be assessed, levied, exacted or imposed on its property, on its  
367 operations, on its gross receipts, and the rights and privileges granted herein, and shall  
368 make all applications, reports and returns required in connection therewith.

369 c. Title to all waste shall be vested in the licensee upon placement in its vehicle.

370 (12) Complaints.

371 a. The licensee shall establish complaint procedures and shall provide a copy of such  
372 procedures to the city.

373 (13) Inspections. The licensee shall provide the director of public works or designee with every  
374 reasonable opportunity to ascertain whether or not the work, as performed, is in accordance  
375 with the requirements of this section and license issued by the city.

376 (14) Assignment. No assignment of a license or any right occurring under a license shall be made in  
377 whole or in part by a licensee without the expressed written consent of the city and an issuance  
378 of a license to the assignee. In the event of any assignment, the assignee shall assume the  
379 liability of the licensee.

- 380 (15) Liability; performance bonds.
- 381 a. Licensee agrees to purchase comprehensive public liability and property damage  
382 insurance in the amount of not less than one million dollars (\$1,000,000.00), per person  
383 injured, and two million dollars (\$2,000,000.00) for more than one (1) person injured, and  
384 property damage liability insurance of not less than one million dollars (\$1,000,000.00). A  
385 copy of said policy of insurance shall be filed with the city clerk on or before the effective  
386 date of the license.
- 387 b. All licensees shall be required to secure a performance bond in the amount of twenty-five  
388 thousand dollars (\$25,000.00) in favor of the city.
- 389 c. In no event shall the city be liable or responsible to a licensee or to any other person on  
390 account of any stoppage or delay in the work provided for under a license issued under this  
391 section as a result of an injunction or any other legal or equitable proceeding brought  
392 against a licensee, or from or by or on account of any delay from any cause over which the  
393 city has no control.
- 394 (16) Payment of license fees; sanitation enterprise fund.
- 395 a. All charges and rates for collection of solid waste in roll-off containers shall be set by the  
396 licensee with its customers.
- 397 b. License, application, and annual permit fees shall be due and payable to the City of Flagler  
398 Beach as set by resolution of the commission as a representation of costs of the city in the  
399 administration of the ordinance from which this section derives and the regulation hereof.  
400 The city commission may set application fees which are commensurate with the cost to  
401 process applications for licenses issued under this section.
- 402 c. All license fees collected by the city shall be paid into the sanitation enterprise fund. Such  
403 fund shall be used for the purpose of paying the cost of administering and regulating  
404 collectors of solid waste from roll-off containers in the city pursuant to this section.
- 405 d. Accounting and reporting procedures shall be consistent with state law and reported to the  
406 city commission council by the city manager or designee annually.
- 407 (18) Revocation or non-renewal of license.
- 408 a. Failure of a licensee to comply with this section may be grounds for revoking or renewing  
409 the license, after notice to the licensee and an opportunity to be heard by the city manager,  
410 whose decision may be appealed to the commission within thirty (30) days of the city  
411 manager's written decision stating the reason(s) for revoking or refusal to renew. Such  
412 appeal shall be heard by the commission at the soonest available commission meeting.
- 413 b. If a licensee becomes insolvent and in any event if a licensee files a petition of voluntary or  
414 involuntary bankruptcy, then the license shall automatically terminate in no event later than  
415 the date of the filing of the bankruptcy petition.

416 (Ord. No. 2008-03, § 1(Exh. A), 5-22-08; Ord. No. 2010-01, § 3, 4-8-10)

417 **Cross reference**— Business tax receipt, § 18-16 et seq.

418 Sec. 11-18. - Violations; penalties.

419 As set forth in F.S. § 162.21, and section 2-60.3 of the City Code, violations of this article are  
420 punishable by citation issued by a code enforcement officer or a law enforcement officer who has  
421 reasonable cause to believe the person has committed an act in violation of this Code. The following  
422 schedule of civil penalties is hereby set for citations issued:

423 First violation: Written warning

424 Second violation: \$50.00

425 Third violation: \$100.00

426 Subsequent violations: Fine not to exceed \$500.00.

427 Each day in violation of this article shall constitute a separate offense. Enforcement officials shall  
428 provide violators with no more than one (1) written warning. In addition to the civil sanctions contained  
429 herein, the city may take any other appropriate legal action, including, but not limited to, injunctive action  
430 to enforce the provisions of this article.

431 (1) Any person cited with a violation of this section shall, within thirty (30) days of issuance of the  
432 citation:

433 a. Pay the civil penalty set forth in the above schedule, or

434 b. Contact City Hall, City of Flagler Beach, for instructions on how to schedule a court date to  
435 contest the citation in county court.

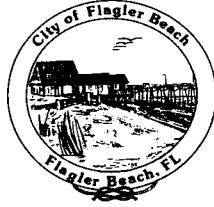
436 (2) If the person cited pays the civil penalty as provided in subsection (1)a. of this section, he/she  
437 shall be deemed to have admitted the civil infraction and to have waived the right to a hearing to  
438 contest the citation.

439 (3) If the person cited receives a court date as provided in subsection (1)b. of this section, he/she  
440 shall appear on said court date to contest the citation in the county court and he shall be  
441 deemed to have waived the right to the civil penalty set forth in the schedule of violations and  
442 shall be subject for each violation to the maximum civil penalty which shall not exceed five  
443 hundred dollars (\$500.00) plus any applicable court costs.

444 (4) If the person cited fails to pay the civil penalty within the time allowed, or fails to appear in court  
445 to contest the citation, he/she shall be deemed to have waived his right to contest the citation  
446 and judgment may be entered against the person for each violation for an amount up to the  
447 maximum civil penalty not to exceed five hundred dollars (\$500.00) plus any applicable court  
448 costs.

449 (Ord. No. 2008-03, § 1(Exh. A), 5-22-08)

450 **Cross reference**— Location of garbage, refuse, rubbish and trash containers, § 11-3.



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

**SUBJECT:** A Resolution by The City Commission Of The City Of Flagler Beach, For Water & Sewer, Stormwater and Sanitation Fee Increases To Provide Revenues That Will Be Sufficient To Operate Financially Self Supporting Utilities; Repealing Resolution 2014-28. Providing For Conflict and an Effective Date.

**BACKGROUND:** During the Strategic Planning Meeting in May and the Budget Workshop in August, staff provided City Commission with a 10 Year Analysis showing the forecasted Revenues, Expenses, Capital Improvements and Debt Service for the Utility and Stormwater Funds. **For the Resolution, staff is proposing an increase to revenues for the 2015-2016 Budget Year only.** The analysis will be reviewed annually and adjusted as needed.

### **Water & Sewer Base Fees**

The presentation for Water and Sewer rates revealed the need for an increase in Base Fees to provide monies for Capital Improvements of \$943,000 that were approved for the 2015/16 year Budget. A total of \$6,193,250 will be necessary to fund the scheduled Water & Sewer Items and pay 5 years of debt service in The Five Year Capital Improvement Plan. The Capital Improvement Plan encompasses October 1, 2016 through September 30 2020.

The City of Flagler Beach imposes Base Fees to provide reserves for Capital Items such as Infrastructure and Facility Improvements and Equipment. Based on the needs presented in the 5 Year Capital Plan, a 10% increase to Water Base Fees and a 20% increase to Sewer Base Fees will be needed to continue rebuilding the Unrestricted Reserves.

### **Debt Service**

The total Debt Service which continues through 2027 is \$5,664,610. The State Revolving Loan was issued in 2009 to build the Water Treatment Plant and requires annual payments of \$465,750.

### **Water & Sewer Flow Rates**

Ordinance 2008-01 provides for water and sewer rate increases based on the percentage change in the Gross Domestic Product Implicit Price Deflator as adopted by the Florida Public Service Commission. This information can be found at [www.psc.state.fl.us](http://www.psc.state.fl.us) . The result of their analysis is a 1.57% increase over 2014/15 figures. Water and Sewer Flow rates are an established fee to balance the costs of water production. The increase of 1.57% provided by the index will be sufficient to cover the daily operations of the Water Plant and the Wastewater Plant for the 2015/16 Budget Year

### **Stormwater**

The 10 Year Analysis for the Stormwater Fund showed the Revenues and Reserves were insufficient to provide reserves for uncompleted and future Stormwater projects, Debt Service, as well as maintenance on existing infrastructure. An increase in the monthly charges will be necessary.



The \$4.00 monthly fee per ERU (Equivalent Residential Unit) was first imposed during the 2004/05 budget year; a Stormwater Master Plan was also approved. The Stormwater Fund Reserves, along with Federal Grants and a \$1,800,000 loan have provided the City with seven of the eight designed systems from the 2009 Stormwater Master Plan.

Staff recommends an 6% increase (.28 cent per month) for the 2015/16 year, to maintain the completed infrastructure, and begin building reserves to finish the Stormwater Master Plan and beyond.

### **Sanitation**

Revenues and Reserves for the Sanitation Fund are sufficient to provide the capital purchases for the 5 Year Capital Plan.

Ordinance 2008-03 provides for solid waste collection fees to be adjusted annually based on the percentage change in the Gross Domestic Product Implicit Price Deflator as adopted by the Florida Public Service Commission. The 1.57% increase should be approved to offset the daily operations of the Sanitation Fund

### **How the increase to all Utilities affects our residents**

The total increase to base fees for a residential account are \$3.14 per month; \$37.64 annually.

If approved, the rates will be in place for the November billing cycle.

**RECOMMENDATIONS:** Approve the attached Resolution

**ATTACHMENTS:** Resolution 2015-28, Exhibit A to Resolution 2015-28, Water & Sewer Increase (Power Point Presentation), Stormwater Increase (Power Point Presentation)

**SUBMITTED BY:** Kathleen Doyle, Finance Director

**DATE:** 10/2/15

### **STAFF COMMENTS:**

**City Manager:** This proposal of rate increases to utility base fees, along with stormwater fees dates back to our Strategic Planning Session for the 2016 FY Budget. Secondly, the discussion ensued during our second budget workshop in August – where Staff gained Commission approval to move forward. Thus, our utility and stormwater budgets were forecasted for revenue with the proposed increases. Staff is recommending that the resolution be approved for the proposed rate increases. – Utility, Stormwater and Sanitation Funds.

RESOLUTION 2015-28

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FOR WATER & SEWER, STORMWATER AND SANITATION FEE INCREASES TO PROVIDE REVENUES THAT WILL BE SUFFICIENT TO OPERATE FINANCIALLY SELF SUPPORTING UTILITIES; REPEALING RESOLUTION 2014-28; PROVIDING FOR CONFLICT; PROVIDING AN EFFECTIVE DATE HEREOF.

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

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

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

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

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

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

The Revenues needed to be generated for the operation and maintenance, replacement, capital expenditures and debt service of the Water and Sewer System for the budget years beginning October 1, 2015 and ending September 30, 2018 are as follows.

<b>WATER AND SEWER FORCASTED REVENUES AND EXPENSES *</b>			
	FISCAL YEAR		FISCAL YEAR
	2015-2016	2016-2017	2017-2018
WATER SALES	\$ 934,444	\$ 949,115	\$ 964,016
WATER SERVICE BASE CHARGE	\$ 720,500	\$ 792,550	\$ 871,805
SEWAGE SERVICE	773,963	786,115	798,457
SEWER BASE FEES	380,400	456,480	547,776
	<b>\$ 2,809,307</b>	<b>\$ 2,984,259</b>	<b>\$ 3,182,053</b>
OTHER REVENUE	105,993	108,113	110,275
<b>Total Revenues</b>	<b>\$ 2,915,300</b>	<b>\$ 3,092,372</b>	<b>\$ 3,292,329</b>
Operating Expense	\$ 1,900,106	\$ 1,957,109	\$ 2,015,822
5-Year Capital Plan	\$ 943,000	\$ 917,000	\$ 809,500
Debt Service	\$ 465,720	\$ 465,720	\$ 465,720
<b>Total Expenses</b>	<b>\$ 3,308,826</b>	<b>\$ 3,339,829</b>	<b>\$ 3,291,042</b>
<b>Revenues Less Expenditures</b>	<b>(393,526)</b>	<b>(247,457)</b>	<b>1,286</b>
<b><u>Increase (Decrease) to Unencumbered, Unrestricted Cash Balance</u></b>	<b>\$ 720,375</b>	<b>\$ 472,919</b>	<b>\$ 474,205</b>

*\*Water and Sewer Base Charges include a 10% Increase to Water Base Fees and 20% Increase to Sewer Base Fees  
Water and Sewer Flows are increased by the  
Gross Domestic Product Implicit Price Deflator 1.57% in this forecast*

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

The Revenues needed to be generated for the operation and maintenance, replacement, capital expenditures and debt service of the Stormwater Fund for the budget years beginning October 1, 2015 and ending September 30, 2018 are as follows.

<b>STORMWATER FUND FORCASTED REVENUES AND EXPENSES</b>			
	FISCAL YEAR	FISCAL YEAR	FISCAL YEAR
	2015-2016	2016-2017	2017-2018
<b>Monthly Fee per ERU</b>	<b>\$ 5.00</b>	<b>\$ 5.75</b>	<b>\$ 6.61</b>
STORMWATER FEES	\$ 248,138	\$ 285,359	\$ 328,163
OTHER REVENUES	<u>3,570</u>	<u>3,606</u>	<u>3,642</u>
<b>Total Revenues</b>	<b>\$ 251,708</b>	<b>\$ 288,965</b>	<b>\$ 331,805</b>
Operating Expense	\$ 79,922	\$ 82,320	\$ 84,789
<b>5-Year Capital Plan</b>	<b>\$ 45,000</b>	<b>\$ 50,000</b>	
Debt Service	<u>\$ 117,863</u>	<u>\$ 118,000</u>	<u>\$ 118,000</u>
<b>Total Expenses</b>	<b>\$ 242,785</b>	<b>\$ 250,320</b>	<b>\$ 202,789</b>
<b>Revenues Less Expenditures</b>	<b>8,923</b>	<b>38,645</b>	<b>129,015</b>
<b><u>Unencumbered, Unrestricted Balance</u></b>	<b>\$ 226,925</b>	<b>\$ 265,570</b>	<b>\$ 394,586</b>

SECTION 3 The Sanitation Fees should support the expenses of the utility and provide for capital purchases; the current rates are insufficient.

The Revenues needed to be generated for the operation and maintenance and capital replacement expenditures of the Sanitation Fund for the budget years beginning October 1, 2015 and ending September 30, 2018 are as follows.

<b>SANITATION FUND FORCASTED REVENUES AND EXPENSES</b>			
	FISCAL YEAR	FISCAL YEAR	FISCAL YEAR
	2015-2016	2016-2017	2017-2018
REFUSE FEES	918,386	\$932,805	\$947,450
RECYCLING	2,000	2,200	2,400
SPECIAL PICKUPS	<u>3,500</u>	<u>3,700</u>	<u>3,900</u>
	<b>\$923,886</b>	<b>\$934,272</b>	<b>\$948,726</b>
OTHER REVENUE	<u>18,850</u>	<u>19,416</u>	<u>19,998</u>
<b>Total Revenues</b>	<b>\$942,736</b>	<b>\$953,688</b>	<b>\$968,724</b>
Operating Expense	\$857,250	\$882,968	\$909,457
5-Year Capital Plan	-	185,000	-
<b>Total Expenses</b>	<b>\$857,250</b>	<b>\$1,067,968</b>	<b>\$909,457</b>
<b>Revenues Less Expenditures</b>	<b>66,636</b>	<b>(133,696)</b>	<b>39,269</b>
<b><i>Unencumbered, Unrestricted Balance</i></b>	<b>\$1,196,636</b>	<b>\$1,062,941</b>	<b>\$1,102,210</b>

SECTION 4 That the rates to be paid for Water and Sewer Services, Stormwater Rates and Solid Waste Collection Fees shall be in accordance with Exhibit A, attached hereto and made a part hereof.

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

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015.

CITY OF FLAGLER BEACH, FLORIDA  
CITY COMMISSION

ATTEST:

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

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

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

**SCHEDULE W1. CONNECTION CHARGES**

Meter Size (inches)	Charge Inside City Limits	Charge when Developer-Installed Tap/Connection*	Charge Outside City Limits
5/8× 3/4	\$515.00	\$330.00	\$772.50
3/4	\$570.00	\$385.00	\$855.00
1	\$665.00	\$420.00	\$997.50
1 1/2	\$850.00	To be determined at time of connection	To be determined at time of connection
2	\$1,885.00	To be determined at time of connection	To be determined at time of connection
3	\$4,375.00	To be determined at time of connection	To be determined at time of connection
4	\$7,820.00	To be determined at time of connection	To be determined at time of connection
6	\$11,975.00	To be determined at time of connection	To be determined at time of connection
8	\$17,915.00	To be determined at time of connection	To be determined at time of connection

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

**SCHEDULE W2. METER DEPOSITS**

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

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

Charge	Charges Inside City Limits		Charges Outside the City Limits	
	Current Rate	Proposed Rate	Current Rate	Proposed Rate
Water Base	13.11	<b>14.42</b>	19.67	<b>21.63</b>
*Gallons 0-2000	4.56	<b>4.63</b>	6.84	<b>6.95</b>
*2001-8001	7.10	<b>7.21</b>	10.65	<b>10.82</b>
*8001-up	8.58	<b>8.72</b>	12.88	<b>13.08</b>

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

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

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

Charge with LBTR	Charges Inside City Limits		Charges Outside the City Limits	
	Current Rate	Proposed Rate	Current Rate	Proposed Rate
Water Base	13.11	<b>14.42</b>	19.67	<b>21.63</b>
<i>Plus</i> Flow Charge per 1000 Gallons	9.10	<b>9.24</b>	13.87	<b>14.09</b>

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

**SCHEDULE W5. MONTHLY CHARGES FOR IRRIGATION METERS**

Charge	Charges Inside City Limits	
	Current Rate	Proposed Rate
*Gallons 0-2000	4.56	<b>4.63</b>
*2001-8001	7.10	<b>7.21</b>
*8001-up	8.58	<b>8.72</b>

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

**SCHEDULE W6. RESERVED**

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

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

**SCHEDULE W8. CHARGES AND FEES**

Account maintenance fee....	\$15.00
Service turn-on....	\$25.00
Service turnoff....	\$25.00
Service turn-on before 7 a.m. or after 4 p.m. M-F or on Sat. or Sun.	\$35.00
Remove meter....	\$25.00
Reconnect charge....	\$100.00
Meter exchange (customer request) 3/4"	\$150.00
Meter exchange (customer request) 1"	\$185.00
Meter exchange (customer request) Larger than 1"	\$40.00 + Cost of meter
Return check fee....	in accordance with F.S.S.
Clearing around water meters	\$25.00
Meter Re-Read Service Charge	\$10.00

**SCHEDULE W9. INTEREST**

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

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



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

**SCHEDULE S1. CONNECTION CHARGES**

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

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

**SCHEDULE S2. MONTHLY CHARGES FOR SEWER--RESIDENTIAL**

System Type	Charges Inside City Limits		Charges Outside the City Limits	
	Current Rate	Proposed Rate	Current Rate	Proposed Rate
<b><u>Single Meter</u></b>				
Sewer Base	6.48	7.78	9.72	10.69
<i>Plus</i> Flow Charge per 1000 Gallons	6.05	6.15	9.07	9.21
<b><u>Multiple Users on Single Meter</u></b>				
Sewer Base	6.48	7.78	9.72	10.69
<i>Plus</i> Flow Charge per 1000 Gallons	6.05	6.15	9.07	9.21
<b><u>Low Pressure</u></b>				
Sewer Base	10.87	13.04	16.31	17.95
<i>Plus</i> Flow Charge per 1000 Gallons	9.07	9.21	13.59	13.81

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

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

**SCHEDULE S3. MONTHLY CHARGES FOR SEWER—COMMERCIAL**

Meter Size (Inches)	Current Rate	Proposed Rate
<b>5/8"</b> Sewer Base	15.80	<b>18.96</b>
<i>Plus</i> Flow Charge per 1000 Gallons	6.06	<b>6.15</b>
<b>3/4"</b> Sewer Base	15.80	<b>18.96</b>
<i>Plus</i> Flow Charge per 1000 Gallons	6.06	<b>6.15</b>
<b>1"</b> Sewer Base	22.87	<b>27.45</b>
<i>Plus</i> Flow Charge per 1000 Gallons	6.06	<b>6.15</b>
<b>1 1/2"</b> Sewer Base	44.91	<b>53.90</b>
<i>Plus</i> Flow Charge per 1000 Gallons	6.06	<b>6.15</b>
<b>2"</b> Sewer Base	81.08	<b>97.30</b>
<i>Plus</i> Flow Charge per 1000 Gallons	6.06	<b>6.15</b>
<b>3"</b> Sewer Base	225.78	<b>270.94</b>
<i>Plus</i> Flow Charge per 1000 Gallons	6.06	<b>6.15</b>
<b>4"</b> Sewer Base	298.15	<b>357.78</b>
<i>Plus</i> Flow Charge per 1000 Gallons	6.06	<b>6.15</b>
<b>6"</b> Sewer Base	323.33	<b>387.99</b>
<i>Plus</i> Flow Charge per 1000 Gallons	6.06	<b>6.15</b>
<b>8"</b> Sewer Base	359.50	<b>431.40</b>
<i>Plus</i> Flow Charge per 1000 Gallons	6.06	<b>6.15</b>

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

**SCHEDULE S4. INTEREST**

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

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

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**STORMWATER FEE SCHEDULE**

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

**Current Rate per ERU: \$4.72**

**Proposed Rate per ERU: \$5**

**The Fee Schedule for Solid Waste Collection Shall Be:**

**Residential Service**

Per single family residential unit \$16.09

Per single family residential unit with a Home Business Tax Receipt \$26.07

**Commercial Can Service**

Number of Cans (Cans must be less than 32-gallons in size and weigh less than 50 pounds)	Weekly Pickup	
	2	3
1 to 2	26.07	40.70
2 to 3	55.34	84.59

**Commercial Tote Service**

Number of Totes (65-gallons)	Weekly Pickup		
	2	3	4
1	26.07	40.70	55.34
2	55.34	84.59	113.84
3	84.59	128.47	172.35
4	113.84	172.35	230.87
5	143.10	216.27	289.38

**Commercial Container**

Container Sizes (Cubic Yards)	Weekly Pickup					Special Pickup Each
	2	3	4	5	6	
2	117.58	177.96	238.34	298.72	359.09	57.20
4	238.34	369.84	501.29	616.69	769.60	117.58
6	359.09	550.95	742.83	934.66	1,126.51	177.96
8	479.82	732.08	984.32	1,236.58	1,488.78	238.34

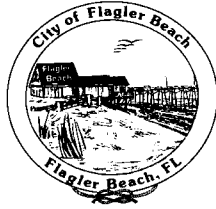
**Special Pickup Service**

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

The cost for a special pickup service for yard waste shall be \$144.23 for a full load and \$72.11 for a partial load, per pick up.

## **Applying to all Service**

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



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

## **Item Summary and Recommendation**

**SUBJECT:** Resolution 2015-29, amending Resolution 2015-13, which adopted the City of Flagler Beach Personnel Policy, to reflect amendments to Section IV.3., providing for conflict and an effective date.

**BACKGROUND:** During the Commission meeting on September 24, 2015 the Commission determined a change to be made to the Section IV.3, Holiday on Work Day.

**RECOMMENDATIONS:** Approve

**ATTACHMENTS:** Recommended change to original resolution 2015-13.

**SUBMITTED BY:** Liz Mathis, HR Officer

### **Staff Comments:**

**Finance Director:** Salary budgeted for the 2015-2016 fiscal year may need to be amended prior to September 30, 2016, if the estimated amount budgeted for fill in shifts (\$5,000), does not cover the amount now needed for holiday time.

**City Manager:** Approve as directed to Staff during the September 24<sup>th</sup> meeting.

RESOLUTION 2015-29

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING RESOLUTION 2015-13, WHICH ADOPTED THE CITY OF FLAGLER BEACH PERSONNEL POLICY, TO REFLECT AMENDMENTS TO SECTION IV.3., PROVIDING FOR CONFLICT AND AN EFFECTIVE DATE.

WHEREAS, The Flagler Beach City Commission has approved the amended Flagler Beach Personnel Policy, known as Resolution 2015-13, and;

WHEREAS, a discussion of the amended policy has been held by the Flagler Beach City Commission; and

WHEREAS, agreement has been reached, by the Commission, on the wording changes included in the amended Personnel Policy.

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

SECTION 1. The personnel policies, procedures, and rules attached hereto and incorporated herein as Exhibit "A" are hereby adopted.

SECTION 2. SEVERABILITY. If any section, sentence, phrase word or portion of this Resolution 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 the Resolution not otherwise determined to be invalid, unlawful or unconstitutional.

PASSED AND ADOPTED THIS \_\_\_ DAY OF OCTOBER, 2015.

CITY OF FLAGLER BEACH, FLORIDA  
CITY COMMISSION

ATTEST:

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

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

#### **SECTION IV.2. Eligibility for holiday pay.**

- (a) All full-time regular employees will receive one (1) day off with pay for each of the holidays earned (see section IV.3 for work on holiday).
- (b) Part-time employees hired prior to 2009 working at least twenty (20) hours per week shall be provided fringe benefits in proportion to hours worked as submitted by the department head.
- (c) Seasonal and temporary, and part-time employees are not eligible for holiday pay.
- (d) An employee must be on "active pay status" (see definition) on the regularly scheduled working day immediately prior to a holiday and the regularly scheduled working day immediately following a holiday in order to qualify for the holiday time.

#### **SECTION IV.3. Holiday on work day.**

- (a) ~~Full-time~~ All regular employees who work on the observed holiday will be paid the overtime rate of time and one-half.
- (b) An employee who is scheduled to work on the day observed as a holiday and calls in sick will still be charged with holiday time for that day and not sick leave.

#### **SECTION IV.4. Holiday on leave day.**

- (a) Holidays which occur during annual leave shall be charged to holiday leave and not to annual leave.
- (b) When a holiday falls within a period of leave of absence without pay, the employee shall not be paid for the holiday.
- (c) If a holiday falls on the full-time employee's normal day off, the employee will receive regular pay for the holiday.

### **ARTICLE V.**

#### **ANNUAL LEAVE (VACATION)**

##### **SECTION V.1. Eligibility and rate of accrual.**

- (a) Each regular full-time employee will accrue annual leave (vacation) with pay on the following basis (for fire protection employees see SECTION III.13-Special twenty-eight-day work period for fire protection employees):



Item

13

was removed

from

the

agenda.



# City of Flagler Beach      **AGENDA ITEM # 14**

## **Item Summary and Recommendation**

**SUBJECT:** Discuss possible interview questions for City Manager candidates.

**BACKGROUND:** During the workshop meeting on September 23, 2015 the Commission discussed creating a list of interview questions.

**ATTACHMENTS:** List of sample questions used in 2010 and additional suggested questions from elected officials.

**RECOMMENDATIONS:** Provide direction to staff.

**SUBMITTED BY:** Liz Mathis, HR Officer

1. Why are you seeking this position?
2. Why do you want to relocate to Flagler Beach?
3. Do you belong to ICMA and/or FCCMA?
4. What do you consider your major strong points?
5. What do you consider your major weaknesses?
6. If selected, how soon can you be ready to go to work?
7. What are your long and short term goals and how does this position fit into your goals?
8. How would you handle the problems of carrying out policies of the Commission which have been adopted against your advice
9. How do you believe a manager should interact with the general public and city employees?
10. What procedures do you use for following up on citizen complaints?
11. What experience have you had with unionized personnel and/or negotiations?
12. How do you view your responsibility in effectively handling public information distribution?
13. What approach do you use with employees to achieve a harmonious and productive atmosphere?
14. Please explain your experience with economic development/ community redevelopment.
15. Please explain your understanding of the current economic situation which local municipalities are faced with in the State of Florida and how you feel a manager might assist the commission in working through these issues.
16. What is the Manager's role as compared to department roles in the following areas:
  - a. budget preparation
  - b. personnel/department management
  - c. project administration
17. To what extent do you feel it is prudent and necessary to become involved in the technical details of department management and project administration and what are your views regarding delegation of authority?
18. To what extent have you had to handle large scale emergency management activities (i.e. hurricane evacuations, etc?)
19. How closely do you feel you should work with elected boards or appointed boards?
20. What methods of communication do you propose be used to keep the Mayor and City Council members well informed of city affairs?
21. Relate experiences you have had in improving the productivity, efficiency and service aspects of municipal government.
22. Relate your experience in dealing with State and Federal Representatives to assist a City in achieving grant opportunities, etc.
23. Outline your specific experience in each of the following areas:
  - A. Municipal accounting/budgeting process.
  - B. Utilities (Water, Wastewater, Solid Waste Disposal, Public Works)
  - C. State policy and legislative development.
  - D. Engineering/Planning/Zoning.
  - E. Municipal litigation/municipal attorney relationships.
  - F. Grant funding.
  - G. Beaches / Shore restoration

## Liz Mathis

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**From:** Kim Carney  
**Sent:** Thursday, October 01, 2015 11:52 AM  
**To:** Liz Mathis  
**Subject:** Questions for Manager Interview

Liz,

I would like one of the questions to be on parking:

How do you feel about implementing a paid parking program in Flagler Beach? Do you have experience with constructing or financing a parking garage?

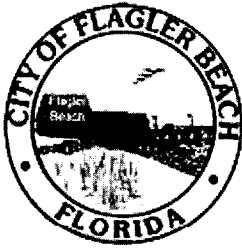
One about the budget

What was the most difficult budget cut decision you had to make and why?

About management style:

When you evaluate who you will interview for an open position within the City what skills and experience do you look for?

Kim M. Carney  
City of Flagler Beach  
City Commissioner



#14

## City of Flagler Beach

P.O. Box 70 ♦ 105 South 2<sup>nd</sup> Street  
Flagler Beach, Florida 32136

Phone (386) 517-2000. Fax (386) 517-2008  
[www.cityofflaglerbeach.com](http://www.cityofflaglerbeach.com)

### MEMO

DATE: October 2, 2015  
TO: Penny Overstreet  
From: Liz Mathis (LM)  
Subject: City Manager Interview

During the last commission meeting there was direction to schedule the 4 selected city manager candidates for interviews on either October 20<sup>th</sup> or October 23<sup>rd</sup>. I was not able to schedule Jim Coleman due to his prior employment obligations. When asked, the majority of the elected officials agreed they would like to reschedule Mr. Coleman's interview for a later date to be discussed at the next meeting. Mr. Coleman will be available November 9<sup>th</sup> through November 13<sup>th</sup>.

Item 15<sup>4</sup>

Staff

Reports

09/24/2015

Mr. Campbell,

Department members gathered for the Annual Water Rescue Training Day and Department Picnic on Saturday. It was nice to socialize with department members and their families while at the picnic. Watching several children belonging to staff play together and enjoying good food reminded us all what is truly important. Over the week department members were involved with fire inspections, reviewing protocols, fire mitigation and training. Many of the week's activities are listed as followed;

1. As mentioned in the opening the department conducted its Annual Water Rescue Training Day. Although department members will periodically swim with the lifeguards and train on water rescue equipment, this training encompasses all aspects into one session. The day began with 10 department members completing a mile run along the shoreline. After the run participating members practiced on emergency quick entries into and exits from the surf. This drill was followed by the proficiency swim which involved swimming to Lt. Kennedy, touch the water can and return to the shoreline. This proved to be a bit difficult due the fact Lt. Kennedy was located approximately two hundred yards offshore and there was very rough surf. All members completed the swim and finished the drill with another short run. Eventually the focus of the training moved to the Intercostal where each piece of the department's water rescue equipment was exercised. The physical training went very well and all the equipment ran great.
2. I mentioned in a recent report that there had been many changes within EMS protocols shared by all emergency service personnel in the county. This guide is 151 pages long and includes multiple revisions to be reviewed. I have requested that staff take some time each duty day until this task is accomplished. In addition two of FCFR's Field Training Officers have come to the station a few times to conduct Q&A sessions concerning the new protocols. I have spent much time reviewing the guide and have written several questions to be answered by the FTOs. I have reviewed about half the guide thus far and have worked with FF/PM Ivan Grant to obtain answers.
3. The need and possible construction of new radio towers was discussed once again this week. Over the last couple weeks there have been a few meetings in order to review this issue and several related issues. Captain Doughney and I as well as other emergency service agency heads attended the Board of County Commissioner's meeting on Monday to address many concerns. Kevin Guthrie stated at the meeting it is his goal to present a multi-phase approach to fix the long term problems. Some of the related issues discussed in the last couple of meetings included P25 capabilities, utilizing the existing EDACS for other departments, and radio reception involving water rescue calls. The possibility of renegotiating a contract with American Tower and some potential sites was also reviewed in detail. The BOCC approved a new tower be erected off County Rd. 304. The deadline for a final decision still remains December 01, 2015 on any additional towers.

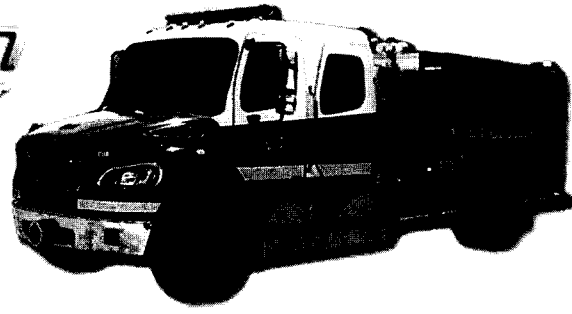
4. As you know Fire Inspector Gocke completed 3 inspections, but he had conducted 8. There were many discrepancies discovered at each of the businesses, but he expects the required repairs will be completed in the next week. Over the next couple weeks Inspector Gocke plans to visit another 12 locations for final inspections. In addition he spent time at the city's museum this week to see where some improvements could be made concerning fire safety. As always Inspector Gocke also conducted many courtesy inspections.
5. There was some progress made concerning Fire Mitigation projects this week. I have reported to you in the past some projects can become lengthy as DE C. Dixon has experienced with the latest project on S. Central Avenue. After a couple of certified letters had been delivered to this out of state property owner, a reply was received this week. Although the department would prefer these projects be completed as soon as possible, being flexible is also required on occasion. The responding resident requested he be allowed to postpone the work until October when he is going to be in town and plans to complete the project himself. A certified letter was also sent this week concerning an additional property on S. 5<sup>th</sup> Street. The latest two projects represent the 52<sup>nd</sup> and 53<sup>rd</sup> to date.
6. Over the last couple of years the department has received a few donations of smoke detectors from the Kidde Corp. who manufactures several fire safety products. The department has recently become in short supply of these devices. Lt. Snyder once again reached out to this company and received conformation today that the department can expect 30 new detectors in the next week. The latest model donated will be the Kidde P301K-CO which is a 10-year, sealed battery, smoke and carbon monoxide alarm that features photoelectric and electrochemical sensing technology with Smart Hush feature. This combination alarm combines the detection capabilities of a photoelectric sensor with that of an electronic sensor, which is used to detect CO. When either sensor notices a potential hazard, it will communicate with the other. Depending on what is detected, the alarm will adjust its smoke sensitivity in order to better discriminate between a real hazard and a false one. This constant communication enhances the alarm's overall performance and significantly reduces the potential for a nuisance alarm. These detectors are valued at \$52.97 each making the latest grant worth \$1589.10.
7. This week's training covered fire streams and fire control. This is a portion of the practical training required within the Target Solutions Program. The training was accomplished by department members participating at Monday night drill and on shift throughout the week. There were 12 department members in attendance at Monday's drill. Fire streams covered setting up a foam educator, operating a smooth bore nozzle, dealing with pressure loss and gain, and preventing water hammer. The fire control portion covered how to attack fires in structures, vehicle fires, brush fires, and dumpster/trash fires, as well as securing building utilities and deploying a master stream device.

The Walk to end Alzheimer's Event will take place this Saturday in Veteran's Park. I was contacted by a member of the organization hosting this event requesting some assistance with the event set up. The department has assigned three members Friday afternoon to accomplish this task. In addition the department will be available to assist in whatever capacity needed on



Saturday. Department members who were requested to take on these duties were more than willing to assist for this worthy cause.

Thanks,  
Bobby



# Flagler Beach Fire Department

Weekly Run Report from 9/17/15-9/24/15

## CALLS BY INCIDENT TYPE

EMS

10

FIRE

0

Hazardous Condition (No Fire)

3

Service Call

8

Motor Vehicle Accident

4

Fire Alarm

0

Water Rescue

2

Total Calls

27

10/02/2015

Mr. Campbell,

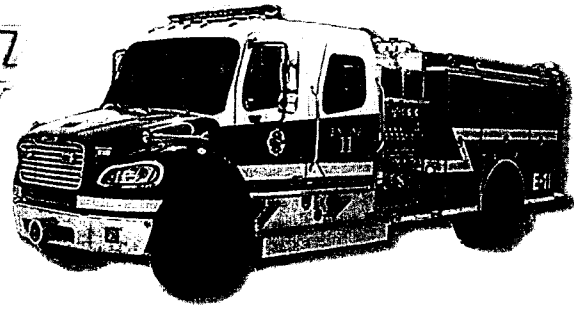
Both A and B shift crews assisted with set up/ break down for Walk for Alzheimer's held at Veterans Park on Saturday. A shift's crew arrived Friday afternoon at 1600 and remained at the park until approximately 1900. During those three hours A shift's crew set up tents, tables, and chairs. On Saturday B shift's crew also spent a significant amount time breaking down the event. The organizers of the event were very appreciative for all the assistance. Over the week department members have been involved with completing end of the year projects, the Special Needs Residents Program, the Quarterly News Letter, and training. Many of the week's activities are listed as followed;

1. On Saturday a few department members entered the Gold Tournament at the Hammock Conservatory Golf Course. The team registered for the tournament as the players representing the Flagler Beach Fire Department. All proceeds raised from the event went to the Christ for the King Christian School in Palm Coast. After 18 holes in the hot sun our team shot 56 (-16) and won first place. The FBFD team was awarded a trophy and there will be write- up in the school's newsletter. This is another example of good public relations for a good cause.
2. On Monday several department members attended a Compressed Gases in Transportation and at Fixed Facilities class. This was a free class offered at the EOC presented by the Local Emergency Planning Committee (District 4). The 8-hour Technician/Operational level course included technical and street-smart studies utilizing unique case study realities and suggested probable outcomes of critical care incidents offering emergency response countermeasures. All learning is reinforced via 75% hands-on practical and realistic training, which included Haz-Mat Unit operations and practical field exercises on realistic mobile scenarios. Various chemicals were addressed; propane chlorine, bromine, anhydrous ammonia, hydrogen chloride, sulfur dioxide, hydrogen fluoride, LPG, as well as others. I received very positive feedback from all that attended.
3. As you know Fire Inspector Gocke and I attended a fire safety presentation at the city museum on Tuesday. There were several safety issues discussed including possible sprinkler installation, monitored fire/smoke detector alarms, a second means of egress, regular inspection of fire extinguishers, and the proper labeling of the air handler closet as not an exit. Fire Inspector Gocke also discussed and simulated the proper use of few fire extinguishers. Fire Inspector Gocke and I also answered any questions of those in attendance.
4. There were several end of the year projects scheduled by the department and the final three were completed in this last week of the fiscal year. The final projects included pump work on both E-11/E-111, station plumbing issues, and fuel filter installation. On Engine 111 valves were rebuilt for the intake relief valve/ deck gun, discharge gauges were replaced, and new pump packing material was installed. Engine 11 also had a leaking discharge valve repaired. Halifax Plumbing visited the station this week to work on a leaking toilet, shower, exterior faucets, and yes the water fountain is finally repaired. Two fuel filters were also installed on Engine 11.

5. I have mentioned to you in the last several weeks the need of updating the department's information of the residents with special needs. Everyone is in agreement that accuracy of this information is of the utmost importance, especially when considering a need to evacuate. Department members have focused their efforts on this issue for the last couple weeks and have currently completed about half the list. This has been accomplished by first contacting residents on the list and requesting the state application be delivered to their home. The applications must then be returned to the station or the fire crew will return to the residence to retrieve the updated information. During this process department members have also discovered several residents have either moved or passed on. It is my hopes to have the updated information completed in the next two to three weeks. Once completed, all documentation will be delivered to FCFR's Logistics Officer.
6. Lieutenant Snyder has completed another Quarterly Newsletter and that information was posted today on both the City's and Department's websites today. The normal entrees were submitted in the newsletter including run numbers/ call types, department highlights, safety tips, and a member spotlight. In the Safety tips section Lieutenant Snyder took a little different approach this quarter. There are many frequently asked questions received by those working in emergency services. One of those questions is, what could someone expect when calling 911 and Lt. Snyder addresses this concern in Safety Tips. Some of the points covered included how is the call initially received, who exactly you are speaking with, standard questions from an operator, and finally the importance of patience in a time of need. Lieutenant Cox was introduced in the member spotlight section.
7. Bunnell Fire Department has once again been able to secure a forcible entry prop to be used by all firefighters within the county. This prop is on loan from Marion County Fire Rescue and considering it will only be in Bunnell for a short time this is designated training for the week. The department will be sending members to the BFD 09/30-10/02. Training participants will be utilizing several forcible entry techniques including the use of striking/cutting tools, two man breeches, and the use of a K tool.

Department members will be in attendance at 1st Friday tomorrow evening. Registration sheets will be available for CPR classes and smoke detector installations. In addition as of today department members have donned our pink t-shirts in support of Breast Cancer Awareness Month. Department members are proud and understand the importance of supporting this worthy cause.

Thanks,  
Bobby



# Flagler Beach Fire Department

Weekly Run Report from 9/24/15-10/1/15

## CALLS BY INCIDENT TYPE

### EMS

11

### FIRE

3

### Hazardous Condition (No Fire)

3

### Service Call

7

### Fire Alarm

3

### Motor Vehicle Accident

1

### Total Calls

28



**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	9/24/2015		To: Thursday		10/1/2015		
Calls For Service	80	Felony Arrest	1	Reports Written	25	Citations Issued	21
Self-Initiated	32	Misd. Arrest	3	Comm. Policing	25	Warnings (Written/Verbal)	28
Traffic Stops	10	City Ordinance	34	Security Checks	238		

**Captains Weekly Summary**

**Saturday:** The front lobby of the Police Department was open from 10:00 a.m. to 2:00 p.m. in support of National Prescription Drug Take Back Day. Citizens dropped of a 34.5 pounds of prescription drugs over the four (4) hour period and the Drug Enforcement Agency (DEA) picked the drugs up Monday afternoon.

**Saturday:** 9/26/15 @ 7:55 p.m. / Unattended Death / 100 Block of Avalon Avenue: The victims roommate called stating that he returned from work and found the victim deceased. The Medical Examiner responded, as did Captain Doughney, Detective Williams and one (1) of our Victim Advocates. The victim was removed from the scene by the Medical Examiner and the case in "pending", awaiting an autopsy.

**Sunday:** 9/27/15 @ 12:55 a.m. / Domestic Disturbance / 1600 Block of South Oceanshore Boulevard: The victim called stating that her husband had choked her two (2) times and threw her to the ground while she was holding their child. The husband departed the residence prior to Police arrival and he was not located. A charging affidavit was completed and taken to the State Attorney's Office.

**Sunday:** 9/27/15 @ 4:46 p.m. / Burglary Vehicle / 1400 Block North Oceanshore Boulevard: The victims arrived at the beach at approximately 3:15 p.m. and parked on the Eastside of North Oceanshore Boulevard. When they returned at 4:45 p.m. they found the rear passenger window smashed out. The victims advised that a purse and wallet were missing from the rear floorboard. There were no witnesses to the burglary and no physical evidence was located.

**Sunday:** 9/27/15 @ 4:37 p.m. / Baker Act / Oak Lane: Officers were dispatched to a physical disturbance. Upon arrival, the suspect had departed the area and contact was made with the reporting party. The subject's behavior was erratic, becoming enraged and aggressive, followed by laughing, then crying. The subject then began talking about killing people and then stated that he wanted to kill himself. The male subject was taken into custody under the Baker Act and transported to Halifax Hospital.

**Monday:** 9/28/15 @ 1:16 p.m. / Warrant Arrest / 100 North Oceanshore Boulevard: Officers were dispatched in reference to an intoxicated subject on the beach. A warrants check revealed an open arrest capias from New York City for Contempt of Court. New York confirmed the warrant and advised they would extradite the subject, who was arrested without incident and transported to the Flagler Inmate facility.

Tuesday: Captain Doughney patrolled the City on one (1) of our Police bicycles from 9:00 a.m. to 11:00 a.m. Patrols were made in the residential streets south from SR100 to South 28<sup>th</sup> Street. In the afternoon Captain Doughney attended a meeting with Staff from the Family Life Center and the Department of Children and Families (DCF) in re; to Domestic Violence cases involving children as witnesses. Lastly, Captain Doughney met with Staff from our City Museum to provide recommendations for the development of a Safety Plan.

Tuesday: 9/29/15 @ 1:26 p.m. / Domestic Disturbance (Arrest) / 400 Beach Village Drive (High Tulip): Officers were dispatched in reference to a physical disturbance between a male and female. Upon arrival, Officers made contact with the victim who advised that she got mad at her boyfriend of two (2) years and threw his phone against a wall. The victim advised that the boyfriend picked her up and threw her to the floor in the kitchen area and drug her out the rear door. The suspect left prior to Officers arrival and showed up at the Police Department later in the afternoon. The male suspect was arrested for Domestic Battery without incident and transported the Flagler Inmate Facility.

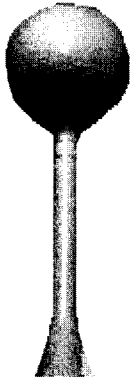
Tuesday: 9/29/15 @ 5:06 p.m. / Violation of Injunction / 600 Block of John Anderson Highway: Officers made contact with Staff at the State Attorney's Office who advised that the respondent of the injunction that lives at the residence in question is in violation of the injunction if he is on the property. Officers were dispatched to the property, the respondent was located on the property and he was taken into custody without incident.

Thursday: 10/1/15 @ 2:16 a.m. / Warrant Arrest / 300 Block of South Flagler Avenue: A subject was contacted by an Officer in the 300 block of South Flagler Avenue. The subject had an open arrest warrant for Failure to Appear re; Driving While License Suspended. The subject was arrested on the open warrant without incident and transported to the Flagler Inmate Facility.

Thursday: Captain Doughney patrolled the City on one (1) of our Police bicycles from 10:00 a.m. to 3:00 p.m. Patrols were conducted on the Westside of the SR100 Bridge at Publix Plaza, Lambert Avenue, Palm Drive and the Bridgewater sub-division. Patrols on the Eastside of the bridge were conducted on the Northside of SR100, up to North 23<sup>rd</sup> Street. At 4:00 p.m. Captain Doughney attended a Long Range Acoustic Device (LRAD) demonstration at the Emergency Operations Center. The LRAD provides mobile or fixed audio systems that can broadcast pre-recorded or live messages at great distances. The Flagler County Emergency Operations Chief is looking to possibly purchase a unit for public announcements relative to natural disasters (hurricane warning instructions, lightning strikes, evacuation routes, etc.).

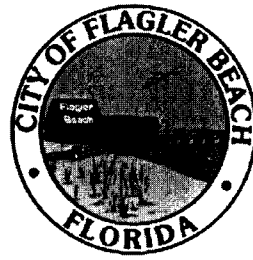
Thursday: 10/1/15 @ 11:40 p.m. / Noise Complaint / 101 North Flagler Avenue: A complaint was received in reference to music coming from upstairs deck at Finn's. A verbal warning was issued and the music was turned down. A short time later Officers were dispatched back in reference to the music. A records search revealed that there have been no noise complaints on this business in the past ninety (90) days and a written warning was issued.

Sea Dune Parking: Officers issued five (5) warning and four (4) parking citations for sea dune violations this week.



**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 September 2015

October 1, 2015

In September we produced 14,318,000 gallons of drinking water. This amount was 1,550,000 gallons less than the amount we treated in August. Rainfall for the month of September was 13.70 inches. We used 4,000 Gallons at the plant and used 7,201 Gallons on irrigation. We flushed the north end of town due to low chlorine residual and we used 484,620 gallons. The fire department used 250 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 September 8<sup>th</sup>.

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 cartridge filter on trains 1, 2 and 4.

We sealed high service pump #3 to the pad with silicone caulking and added a drain line.

CCI completed repairs to well 10 and we processed the bacteriological tests on the well. We found a problem with the VFD on well 10. We had Scott Duffy with Vtech come run a diagnostic test on the unit. Scott found the rotation of the pump in auto was set in reverse. We are locking the rotation so this won't happen again

We repaired leak on sprinkler system on degasifier building. We cleaned screens on degasifier.

We cleaned degasifier #1.

We are updating our MSDS book with the new Safety Data Sheets from our chemical suppliers.

We put in eye bolts on the awning that we are going to move over the clearwell cabinet. We are going to get a crane to lift the awning and move it to the clearwell.

We received a call from commissioner Shupe about the color of his water. We investigated the complaint and found that the original curb stop on the supply line to the house is corroding and needs to be replaced. This is what is causing the rusty water.

We installed a bigger exhaust fan on the VFD cabinet on well 10 to keep the unit cooler.

We sent our third quarter Disinfection Report to DEP.