

REGULAR MEETING OF THE FLAGLER BEACH CITY COMMISSION THURSDAY, FEBRUARY 28, 2019 AT 5:30 P.M. AND TO BE CONTINUED UNTIL ITEMS ARE COMPLETE. CITY COMMISSION CHAMBERS, 105 S. SECOND STREET, FLAGLER BEACH, FLORIDA 32136

AGENDA

1. Call the meeting to order.
2. Pledge of Allegiance followed by a moment of silence to honor our Veterans, Members of the Armed Forces and First Responders.
3. Proclamations and Awards.
4. Deletions and Changes to the Agenda.
5. Comments regarding items not on the agenda. Citizens are encouraged to speak. However, comments should be limited to three minutes.

CONSENT AGENDA

6. Approve the Minutes of the Regular Meetings of February 14, 2019.
7. Renew a contract with Odyssey Manufacturing Co. for the purchase of Chlorine and conversion of the existing peracetic acid system to a new sodium hypochlorite & sodium bisulfite chemical system at the Waste Water Treatment Plant contract amount \$50,900 – Fred Griffith, City Engineer

GENERAL BUSINESS

8. Select Three (3) applicants to fill the seats terming out in the Planning & Architectural Review Board – Penny Overstreet, City Clerk.
9. Approve a Project Task Order for Kimley-Horn and Associates, Inc. for final design and contract administration of the S. Central and S. Daytona Avenue Swale Project – Fred Griffith, City Engineer.
10. Consider Application #AP-18-11-02 Appeal of the fee assessed in the enforcement of interpretation of the Tree Replacement Regulations per Section 2.06.09(13) C of the Land Development Regulations – Applicant Ted Doss.
11. Consider a request for co-sponsorship of a Special Event: Urban Surf for Kids Surf Camp – Debora Stewart.
12. Consider a request for Pier Rental, and a temporary waiver of Section 6-28 of the Code of Ordinance – Travis Pauley, Salty Church.
13. Consider two (2) offers for 1901 N. Daytona Avenue – Debbie & Jeff Meyer, Landmark Properties.

COMMISSION COMMENTS

14. Commission comments, including reports from meetings attended.

- a. Commissioner Carney to select resident to fill vacancy on Beach Management Committee.

PUBLIC HEARINGS

15. Ordinance 2019-03, an Ordinance of the City of Flagler Beach, Florida, authorizing and approving the sale of real property located at 1891 N. Daytona Avenue and providing for an effective date – second reading.
16. Ordinance 2019-04, an Ordinance of the City of Flagler Beach, Florida approving the Collective Bargaining Agreement between the City of Flagler Beach, Florida and the International Union of Police Associations, for the period October 1, 2018 through September 30, 2021; providing for conflicts; providing for severability and providing for an effective date – second reading.
17. Ordinance 2019-05, an Ordinance of the City of Flagler Beach, Florida, authorizing and approving the sale of real property located at 1901 N. Daytona Avenue and providing for an effective date – first reading.

STAFF REPORTS

18. Staff Reports.
19. Adjournment.

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

REGULAR MEETING OF THE FLAGLER BEACH CITY COMMISSION THURSDAY, FEBRUARY 14, 2019 AT 5:30 P.M. AND TO BE CONTINUED UNTIL ITEMS ARE COMPLETE. CITY COMMISSION CHAMBERS, 105 S. SECOND STREET, FLAGLER BEACH, FLORIDA 32136

MINUTES

#6

PRESENT: Mayor Linda Provencher, Chairman Rick Belhumeur, Vice-Chair Kim M. Carney, Commissioners Eric Cooley and Jane Mealy, City Attorney D. Andrew Smith, III and City Clerk Penny Overstreet.

ABSENT: Commissioner Marshall D. Shupe, City Manager Larry M. Newsom.

1. CALL THE MEETING TO ORDER: Chairman Belhumeur called the meeting to order at 5:31 p.m.
2. PLEDGE OF ALLEGIANCE FOLLOWED BY A MOMENT OF SILENCE TO HONOR OUR VETERANS, MEMBERS OF THE ARMED FORCES AND FIRST RESPONDERS: Mayor Provencher led the pledge to the flag.
3. PROCLAMATIONS AND AWARDS:
 - a. PRESENTATION OF CHECK FROM ST. JOHNS RIVER WATER MANAGEMENT DISTRICT FOR THE 2019 COST SHARE GRANT - JAMES TROIANO, INTERGOVERNMENTAL COORDINATOR GOVERNMENT AFFAIRS PROGRAM, ST. JOHNS RIVER WATER MANAGEMENT DISTRICT - JIM TROIANO, SJRWMD: Jim Troiano and City Engineer Fred Griffith described the Stormwater project that is planned for both South Central and South Daytona Avenue.
 - b. LETTER OF SINCERE APPRECIATION TO ARTHUR WOOSLEY FOR HIS ADVOCACY AND VOLUNTEER EFFORTS IN ASSISTING THE CITY WITH PROTECTION OF THE GOPHER TORTOISE: Mayor Provencher read the letter into the record.
4. DELETIONS AND CHANGES TO THE AGENDA: None.
5. COMMENTS REGARDING ITEMS NOT ON THE AGENDA. CITIZENS ARE ENCOURAGED TO SPEAK. HOWEVER, COMMENTS SHOULD BE LIMITED TO THREE MINUTES: None.

CONSENT AGENDA

6. APPROVE THE MINUTES OF THE REGULAR MEETINGS OF JANUARY 24, 2019:
7. APPROVE A TEMPORARY WAIVER OF SECTION 19-53, 2.06.05, AND 2.06.05-3 OF THE CODE OF ORDINANCE AND LAND DEVELOPMENT REGULATIONS TO ALLOW ACCESS TO BUSINESSES FROM CENTRAL AVENUE, SOLID WASTE/REFUSE SERVICE OF COMMERCIAL BUSINESSES FROM CENTRAL AVENUE, AND TRUCK TRAFFIC ON CENTRAL AVENUE DURING THE FLORIDA DEPARTMENT OF TRANSPORTATION PROJECT NO'S. 440557-5 AND 440557-6 – PENNY OVERSTREET, CITY CLERK:
8. APPROVE AN EXTENSION OF THE LISTING AGREEMENT(S) BETWEEN THE CITY OF FLAGLER BEACH AND LANDMARK PROPERTIES FOR 1844 S. CENTRAL, 1891 N. DAYTONA AND 1901 N. DAYTONA AVENUE(S) – PENNY OVERSTREET, CITY CLERK:
9. APPROVE A TASK ORDER FOR MOTT MACDONALD FOR THE BIDDING AND CONSTRUCTION ADMINISTRATION OF THE PAL AND IRMA PARKER PARK AND KAYAK LAUNCH- PHASE 1 – LARRY NEWSOM, CITY MANAGER:

10. APPROVE A PIGGYBACK ON A CONTRACT BETWEEN THE CITY OF PALM COAST AND CONNECT CONSULTING, INC. FOR THE RECONDITIONING WORK ON POTABLE WELL 13, IN AN AMOUNT NOT TO EXCEED \$38,750 AND AUTHORIZING THE MAYOR TO SIGN CONTRACT DOCUMENTS – FRED GRIFFITH, CITY ENGINEER:

Chairman Belhumeur Opened public comments. Butch Naylor inquired about the phases of Pal Parker park. Clerk Overstreet responded and suggested he come into City Hall to review available records. Chairman Belhumeur closed public comments. Motion by Commissioner Carney to approve the consent agenda, numbers 6, 7, 8, 9 and 10. Commissioner Mealy seconded the motion. The motion carried unanimously.

GENERAL BUSINESS

11. RESOLUTION 2019-05, A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF FLAGLER BEACH, FLORIDA AND THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE MAINTENANCE OF STATE ROAD RIGHTS-OF-WAY BY THE CITY; SETTING FORTH AN EFFECTIVE DATE - FRED GRIFFITH, CITY ENGINEER: Attorney Smith read the title of the resolution into the record. City Clerk Overstreet reviewed the item. Chairman Belhumeur opened public comment. No comments were offered. Chairman Belhumeur closed public comment. Motion by Commissioner Mealy to approve Resolution 2019-05. Commissioner Carney seconded the motion. The motion carried unanimously, after a roll call vote.
12. APPROVE THE PIGGY BACK ONTO A MASTER SERVICES AGREEMENT AWARDED UNDER RFP-IT-18-36, BETWEEN THE CITY OF PALM COAST AND DANELLA CONSTRUCTION CORPORATION OF FLORIDA, INC. FOR INSTALLATION OF UNDERGROUND FIBER OPTIC CABLE TO REPAIR THE FIBER CABLING BETWEEN THE POLICE DEPARTMENT AND CITY HALL, AND TO INSTALL NEW CABLING BETWEEN THE POLICE DEPARTMENT, T & D, MAINTENANCE, LIBRARY AND THE WICKLINE CENTER – PENNY OVERSTREET, CITY CLERK: City Clerk Overstreet reviewed the request. Chairman Belhumeur opened public comment. No comments were offered. Chairman Belhumeur closed public comment. Motion by Commissioner Mealy to approve the piggy back on the contract. Commissioner Carney seconded the motion. The motion carried unanimously.

COMMISSION COMMENTS

13. COMMISSION COMMENTS, INCLUDING REPORTS FROM MEETINGS ATTENDED: The officials reported their attendance at meetings, gatherings, and events since their last meeting. Mayor Provencher reported she will be holding another Kids Town Hall on February 26th at 5:30 p.m. Commissioner's Cooley and Mealy reported on the Fire and Police Pension Board meeting. Commissioner Cooley suggested amending the Administrative rule regarding First Fridays to require the vendors keep their displays/tents up until the end of the event. Discussion ensued and it was discovered that one of the tower lights was broken and left the vendor area unlit. Commissioner Carney reported she attended an Opioid Task Force Meeting and she has volunteered to serve as a liaison for Flagler Beach. Commissioner Mealy requested the Mayor communicate with Palm Coast Mayor Holland and request she hold her proposed Memorial Day Barbeque later in the day or invite her to hold it here in Veterans park. Commissioner Belhumeur reported his conversations with Fish and Wildlife and the County Public Lands Resource manager regarding the feral pigs destroying property on the South side of the city. Commissioner Belhumeur reported he plans to speak with Fish and Wildlife Officials when he travels to Tallahassee to see if a Gopher Tortoise Watch Program can be established in the

County. Discussion ensued and Commissioner Carney reported the actions she is taken for the tortoise protection, Commissioner Carney indicated she would be submitting an agenda item in the future regarding the issue. Commissioner Belhumeur inquired of the City Attorney if photos from a drone would be sufficient for the golf course photos that are to be added as exhibits to the lease. Attorney Smith suggested both ground and drone shots. Commissioner Belhumeur inquired to the City Attorney on his research regarding the city implementing a taxing district. Attorney Smith responded he does not see the probability of this coming to fruition, it would have to be ad valorem tax and that is not what the city is seeking, he is still researching and will report again.

- a. SELECT AN EX-OFFICIO REPRESENTATIVE TO SERVE ON THE FAMILY LIFE CENTER BOARD OF DIRECTORS:
- b. SELECT A COMMISSION REPRESENTATIVE FOR THE FLAGLER COUNTY TOURIST DEVELOPMENT COMMITTEE:

Discussion ensued regarding both appointments. The Commission reached a consensus to abate appointment until after the election.

The agenda moved to item 15.

PUBLIC HEARINGS

14. ORDINANCE 2019-03, AN ORDINANCE OF THE CITY OF FLAGLER BEACH, FLORIDA, AUTHORIZING AND APPROVING THE SALE OF REAL PROPERTY LOCATED AT 1891 N. DAYTONA AVENUE AND PROVIDING FOR AN EFFECTIVE DATE – FIRST READING: Attorney Smith read the title of the ordinance into the record. Motion by Commissioner Carney that we approve ordinance 2019-03. Commissioner Mealy seconded the motion. Chairman Belhumeur opened public comments. No comments were offered. Chairman Belhumeur closed public comment. The motion carried unanimously, after a roll call vote.

The agenda moved to Item 17b.

15. ORDINANCE 2018-11, AN ORDINANCE OF THE CITY OF FLAGLER BEACH, FLORIDA, ADOPTING THE 2035 COMPREHENSIVE PLAN; RESCINDING THE PREVIOUS ADOPTED 1999 COMPREHENSIVE PLAN IN ITS ENTIRETY; PROVIDING FOR CONFLICTS, RATIFICATION OF PRIOR ACTS; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR THE TAKING OF IMPLEMENTING ADMINISTRATIVE ACTIONS REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY PROVIDING FOR CODIFICATION AND PROVIDING FOR AN EFFECTIVE DATE – SECOND AND FINAL READING – LARRY TORINO, PLANNER: Attorney Smith read the title of the ordinance into the record. Larry Torino, City Planner, and Margo Moehring, Planner with the North East Florida Regional Planning Council, reviewed the changes to the 2035 Plan and responded to inquiries from the officials regarding the comments received from the regulating agencies. Chairman Belhumeur opened public comment. Paul Eik provided comment. Chairman Belhumeur closed public comment. Attorney Smith suggested the effective date language be amended to comply with the Department of Economic Opportunity, and that it be included in their motion. Motion by Commissioner Mealy, that we approve the 2035 Comprehensive Plan with the change to the effective date language provided by the State. Commissioner Carney seconded the motion. The motion carried unanimously, after a roll call vote.
16. ORDINANCE 2019-04, AN ORDINANCE OF THE CITY OF FLAGLER BEACH, FLORIDA APPROVING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF FLAGLER BEACH, FLORIDA AND THE INTERNATIONAL UNION OF POLICE ASSOCIATIONS, FOR THE PERIOD OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2021; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY

AND PROVIDING FOR AN EFFECTIVE DATE – FIRST READING: Attorney Smith read the title of the ordinance into the record. Chairman Belhumeur opened public comment. No comments were offered. Chairman Belhumeur closed public comment. Motion by Commissioner Mealy to approve Ordinance 2019-04. Commissioner Cooley seconded the motion. The motion carried unanimously, after a roll call vote.

STAFF REPORTS

17. STAFF REPORTS: Commissioner Cooley inquired about the City Engineer's requirements related to Stormwater retention on new builds. Attorney Smith responded based on his conversations with the Planner, Larry Torino these are good engineering practices, you cannot dump your runoff onto your neighbor's property, seeing that this is not addressed in the Code, you look to your engineer for recommendations on how a property will maintain its own Stormwater. Discussion ensued and included: the concerns of builders not including these additional costs in their bids for building the homes, and are now faced with unrecoverable costs, the willingness of the Engineer to sit with the builders and explain the process, and a previous engineer who did not implement these requirements.

Attorney Smith reported a new lawsuit has been filed by the owners of the 2.94 acres inside of the golf course.

- a. PROVIDE STAFF DIRECTION IN REGARDS TO SPECIAL MAGISTRATE VACANCY – PENNY OVERSTREET, CITY CLERK: Clerk Overstreet reported she has received one resume to date. The Commission requested advertisement on the Florida Bar Journal.
- b. PROVIDE STAFF DIRECTION ON OFFER FOR 1901 N. DAYTONA AVENUE – PENNY OVERSTREET, CITY CLERK. Jeff and Debbie Meyer reported two offers had been received for 1901 N. Daytona. Commissioner Cooley suggested we ask the Broker to go back and ask for best and highest offer. Discussion ensued. Chairman Belhumeur opened public comment. Thomas Stadfaker spoke of the property. Jim Erwin submitted one of the offers and indicated he would be willing to increase his offer up to \$160,000. Luis Pope inquired about the ingress and egress of traffic on Central Avenue during the FDOT project. Chairman Belhumeur suggested he speak with Staff the following day, and that the Commission earlier in the meeting had approved a temporary waiver to allow that ingress and egress for the businesses. Chairman Belhumeur closed public comment. The Commission reached a consensus for the Broker to speak with each offer maker and advise of the decision and that they provide their highest and best offer before the close of business on February 19, 2019.

The agenda moved back to Item 15.

18. ADJOURNMENT: Commissioner carney put forth a motion to adjourn the meeting at 7:23 p.m. Commissioner mealy seconded the motion. The motion carried unanimously.

Attest:

Rick Belhumeur, Chairman

Penny Overstreet, City Clerk

CHEMICAL SUPPLY AND SYSTEMS LEASE AGREEMENT

17

THIS AGREEMENT (the "Agreement") made this _____ day of _____, 2018, between the City of Flagler Beach, a Florida municipality, which maintains a place of business at 105 South Second Street, Flagler Beach, Florida, 32136 herein called the "City" and Odyssey Manufacturing Co., a Delaware corporation, whose principal place of business is at 1484 Massaro Blvd., Tampa, Florida 33619 herein called the "Supplier".

WHEREAS Supplier furnishes minimum 12 Trade Percent sodium hypochlorite to the City of Flagler Beach Utilities Department at a current delivered price of \$.745 per gallon;

WHEREAS City desires to lease-to-own a new sodium hypochlorite and sodium bisulfite chemical systems including the installation of same (the "Systems") for its Wastewater Treatment Plant (the "Site") to replace the existing peracetic acid system as described in Exhibit "A" which is P. Allman's letter to J. Lynn dated September 12, 2018 attached hereto and incorporated herein;

WHEREAS, Supplier agrees to lease-to-own City the Systems at City's Site; and

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. TERM: Supplier hereby agrees to lease to City and City hereby agrees to lease from Supplier the Systems for a period of time commencing on the "in-service date" for a period of thirty six (36) months (the "Term"). The term "in-service date" shall mean the date that the Systems are placed into commercial operation.

2. LEASE TERMS:

2.1. In consideration for the lease, City agrees to pay \$1.25 per gallon (NET 30) for deliveries of sodium hypochlorite and \$4.00 per gallon (NET 30) for deliveries of sodium bisulfite to its Wastewater Treatment Plant. This price is fixed during the entire Term and there shall be no delivery fees, fuel surcharges or fees of any other kind. The sodium hypochlorite deliveries to the Water Plant shall remain at \$.745 per gallon for the Term of this Agreement.

2.2 The Supplier is responsible for any repairs or replacement of the Systems with a new Systems should it fail during the Term of this Agreement.

2.3 At the end of the Term, City shall have the right to purchase the Systems for \$1 consideration. The City acknowledges that it will be purchasing the Systems "as-is" at the end of the Term and Supplier offers nor makes any warranties with respect to the Systems at this point.

3. TERMINATION:

3.1 Anytime during the Term, either party may notify the other party in writing of their election to terminate this Agreement at the end of the Term as described in Section 1 hereof. At the end of the Term, the Agreement shall continue on a month to month basis if neither party services written notice of termination. The Agreement shall continue in place until either party provides the other party with a thirty (30) days' written notice of termination. Within thirty (30) days of the termination date, Supplier shall provide City pricing on the sodium hypochlorite and sodium bisulfite that are market-based. City may accept this offer or may pursue other options at its sole discretion.

3.2 After the first twelve months, City may terminate this Agreement for convenience with

thirty (30) days' written notice to Supplier and in such event shall make the Systems available to the Supplier to remove from the Site within five (5) days of the date of termination.

3.3 Either City or Supplier may terminate this Agreement after delivering written notice to the other party ("Notice of Termination") with seven (7) days notice for any material breach of the Contract.

3.4 Upon termination of the Agreement by either party, the Systems shall be removed from the City's Premises by Supplier at Supplier's sole expense within thirty (30) days.

4. MAINTENANCE OF SUPPLIER'S SYSTEMS: The Supplier shall maintain the Systems in good working order and it shall not have any leaks to the environment. Should Supplier fail to keep its equipment in good working order and with no leaks to the environment, this shall be considered a material breach of the Agreement and City shall have the right to terminate this Agreement with five (5) days written notice.

5. OWNERSHIP OF EQUIPMENT: The Systems shall at no time become a fixture of the Site until the end of the Term at which point City may purchase the Systems in accordance with Section 2.3 hereof. Title to and ownership of the Systems shall at all times remain with the Supplier regardless of any transfer or encumbrance of the Site upon which the Systems is situated unless the City purchases the Systems in accordance with Section 2.3 hereof.

6. INDEMNIFICATION: To the fullest extent permitted by law, Supplier shall indemnify, hold harmless and defend City from all damages, losses, or expenses, including attorney's fees from any claims or damages for bodily injury, sickness, disease, death, or claims from claims for damage to tangible property, caused by the Systems or its contents unless said claims or damages were caused by City's sole negligence.

7. INSURANCE: Supplier shall procure and maintain in force for the Term of the Agreement, Workers Compensation Insurance, Employer's Liability Insurance, Comprehensive General Liability Insurance, Automobile Insurance and Pollution Liability Insurance. The value of the Worker's Compensation Insurance shall be statutory and the limits of the other insurances shall be at least \$5 million. The City shall be named as additional insureds on each of these policies excluding Workers Compensation, and Supplier shall provide a certificate of insurance satisfactory to City upon execution of this Agreement.

9. WAIVER: No delay or failure by a party to exercise any right under this Agreement, and no partial or single exercise of that right shall constitute a waiver of that or any other right unless otherwise expressly provided herein or in a writing signed by the party claiming to have waived such provision.

10. GOVERNING LAW: This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Jurisdiction and venue of all actions shall lie in the state courts, Flagler County, and the parties waive the right to claim venue and jurisdiction in any other courts.

11. HEADINGS: Headings in this Agreement are for convenience only and shall not be used to interpret or construe any provision.

12. FORCE MAJEURE: Neither party shall be liable for any expense, loss or damage resulting from delay or prevention of performance caused by storms, fires, floods, acts of God, strikes, labor disputes, labor shortages, lack of all reasonable ability to obtain materials, supplies or other equipment, riots, thefts, accidents, transportation delays, acts or failure to act of government (including without limitation, delays or failure in obtaining required permitting), acts of subcontractors

to Supplier, or any other cause whatsoever, whether similar or dissimilar to those enumerated above, beyond the reasonable control of either Supplier or City.

13. ASSIGNMENT: This Agreement shall not be assigned by Supplier without the prior written consent of City, which consent shall not be unreasonably withheld, unless such assignment is to an affiliate, subsidiary or division within the assigning party's corporate organization, in which event the assigning party shall promptly notify the other party in writing of such assignment. This Agreement shall inure to the benefit of and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

14. ATTORNEYS' FEES: In the event that it is necessary to take legal action to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs, including those on appeal, from the losing party, as determined by the court or agreed to by the parties.

15. NOTICES: All notices and other communications hereunder shall be in writing, sent by certified mail, return receipt requested, addressed to the other party at its respective address stated in the beginning of the Agreement or at such other address as such party shall from time to time designate in writing to the other party. Notice shall be deemed delivered on the date of receipt or in any event five (5) days after mailing.

16. ENTIRE AGREEMENT: This Agreement supersedes all agreements previously made between the parties relating to this subject matter.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed under seal as of the day and year first above written.

City of Flagler Beach ("City"):

Odyssey Manufacturing Co. ("Supplier"):

Signature

Signature

Print or Type Name / Title

Print or Type Name / Title

Witness Signature

Witness Signature



September 12, 2018

Mr. Johnny Lynn
Wastewater Treatment Plant Superintendent
City of Flagler Beach
P.O. Box 70
Flagler Beach, FL 32136

Re: **SODIUM HYPOCHLORITE AND SODIUM BISULFITE CONVERSION FOR CITY
OF FLAGLER BEACH WASTEWATER TREATMENT PLANT**

Dear Johnny,

As a follow-up to your request and my site visit earlier today, the purpose of this letter is to provide firm pricing to convert the City of Flagler Beach Wastewater Treatment Plant (WWTP) from peracetic acid to bulk sodium hypochlorite for disinfection and sodium bisulfite for de-chlorination. As we discussed, Odyssey Manufacturing Company provides "total services" solutions for the conversion of WT and WWT plant disinfection systems from chlorine gas to bulk sodium hypochlorite and we have done more than half of the conversions in Florida (over two thousand to date). We have also done most of the de-chlorination system conversions from sulfur dioxide to sodium bisulfite in Florida as well. As you are aware, most wastewater plants in the State of Florida have converted their disinfection systems from chlorine gas to sodium hypochlorite and only three have converted to peracetic acid. Of the many options available, bulk sodium hypochlorite is the most popular because of the low chemical costs compared to other options, relatively low initial capital cost, the fact that the bulk system is extremely simple both to implement and operate, the lower overall O&M costs associated with these simpler systems, wide availability, superior life cycle costs and finally for safety reasons when compared to alternative systems.

PROPOSED SOLUTION

Current System

This plant is permitted for 1.0 MGD and the average daily flow is about 0.65 to 0.68 MGD. Peak flows can approach 0.8 MGD on a sustained basis and 2.0 MGD peak flows. The plant is an extended air plant with an oxidation ditch. Treated water is sent from the two clarifiers to a dual contact chamber. Both contact chambers empty into a common de-chlorination area before being discharge to the Intracoastal Waterway through a Parshall Flume structure to the east of the contact chamber. There is currently no protocol in place to do re-use at this site. The plant was designed to use chlorine gas in a water solution to feed the contact chamber and to feed sulfur dioxide in a water solution to the de-chlorination chamber. The chlorine gas feed rate and the sulfur dioxide feed rate were manually adjusted but the peracetic acid uses flow-pacing from this Parshall Flume. The plant previously fed about 60 ppd of chlorine gas. The plant previously fed about 40 ppd of sulfur dioxide. The plant has no safety shower or eyewash in the vicinity of the peracetic acid.

Design Criteria

MANUFACTURERS OF **ULTRA-CHLOR** (800) ODYSSEY
THE CLEAR SOLUTION

1484 MASSARO BLVD • TAMPA, FL 33619 • (813) 635-0339 • FAX (813) 630-2589

If the plant is switched to sodium hypochlorite and sodium bisulfite, the following design data would apply. The average chlorine feed rate for a plant that does de-chlorination in Florida is approximately 10 – 14 ppm. We will assume 12 ppm which is what it was previously. This yields 65 gpd projected usage which is consistent with their previous usage. We will assume that half of this amount is oxidized in the contact chamber and so we have to de-chlorinate only 6 ppm:

Estimated Hypochlorite Usage = (.65 MGD x 8.34 lbs/gal x 12 ppm) = 65 gpd

Estimated Bisulfite Usage = (.65 MGD x 8.34 lbs/gal x 6 ppm x (.9 / 2.2)) = 13 gpd

Overview of Proposed Sodium Hypochlorite and Sodium Bisulfite Systems

The sodium hypochlorite system would be placed on a new 12' x 20' x 8" concrete pad on the north side of the contact chamber between the roadway and the contact chamber (and between the sidewalk to the east and the step-over ladder). The equipment would be placed against the 5' tall wall of the contact chamber to provide some protection from the sun. The City of Flagler Beach could build a pole barn over the equipment at some point in the future for additional protection. The chemical feed equipment would be skid-mounted pumps mounted on a pump skid supplied by Blue Planet Environmental. New piping would be run from the pump skids to the injection point. Because of space considerations, Odyssey proposes to supply a single 2,000-gallon double-walled tank and a duplex pump skid. New ½" Schedule 80 PVC piping would be run to the existing injection point at the de-chlorination chamber. The sodium hypochlorite will not be fed in a water solution but instead will be fed "neat". You cannot utilize the existing 1" chlorination piping because it would fail in three months because of the pH shock from going from a strong acid (chlorine gas in a water solution) to a strong base (sodium hypochlorite). The sodium bisulfite system would also be located inside the existing Chlorine Building. The system would consist of a single 500-gallon double-walled tank and a duplex pump skid. We would run a new ½" Schedule 80 PVC line to feed the sodium bisulfite "neat" to the common outfall of the two contact chambers. The plant would take its compliance samples at the end of the Parshall Flume. Based on our experience, this is plenty of time for de-chlorination to occur.

ECONOMICS AND CHEMICAL SUPPLY

Odyssey proposes three options for the City of Flagler Beach WWTP:

Option #1 (Do Nothing) – Stay on peracetic acid with annual operating costs of \$56,400 per year (based on spending \$47,000 to date this fiscal year on peracetic acid)

Option #2 (Capital Cost and Lower Chemical Cost) – Switch to bulk hypochlorite and sodium bisulfite with annual operating costs of \$30,605.25 and a one-time capital cost of \$50,900.

Odyssey Manufacturing Co. proposes to supply its Ultrachlor 12.5 Trade Percent sodium hypochlorite to the City of Flagler Beach WWTP under its existing supply agreement to the City of Flagler Beach for the firm lump sum delivered price of \$.74 per gallon. Odyssey guarantees deliveries on 48 hours' notice and can make emergency deliveries on shorter notice. The size of the delivery is not that important as Odyssey can dump the remainder of the load at one of its other customers in the area such as your WTP. We would utilize our distributor Hawkins, Inc. to make the sodium bisulfite deliveries but it would be billed and coordinated by us. Our delivered cost for 38% sodium bisulfite is \$2.75 per gallon.

Capital Cost and Higher Chemical Cost) – Switch to bulk hypochlorite with annual operating costs of \$48,636.26 per year and no capital cost. Flagler Beach would own all of the equipment after three years. At the end of three years your pricing on the chemicals would drop significantly to levels around the pricing shown in Option #2.

Odyssey Manufacturing Co. proposes to supply its Ultrachlor 12.5 Trade Percent sodium hypochlorite to the City of Flagler Beach WWTP for the firm lump sum delivered price of \$1.25 per gallon for three years. Odyssey guarantees deliveries on 48 hours' notice and can make emergency deliveries on shorter notice. The size of the delivery is not that important as Odyssey can dump the remainder of the load at one of its other customers in the area such as your WTP. We would utilize our distributor Hawkins, Inc. to make the sodium bisulfite deliveries but it would be billed and coordinated by us. Our delivered cost for 38% sodium bisulfite is \$4.00 per gallon.

BENEFITS OF CONVERSION

- The WWTP would get rid of a dangerous chemical which has already burned several of the operators.
- The chemical feed equipment would be flow-paced which would save you about 10% - 20% per year on the WWTP's chemical usage costs and avoid wasting chemicals. Our estimated usages were largely based on the chlorine and sulfur dioxide usages when no flow-pacing was done.
- The WWTP has no forklift and will not have to rent them to offload and place the peracetic acid totes.
- The WWTP will not have to pay to dispose of the empty totes.
- The WWTP would be using significantly safer chemicals.
- The WWTP would save \$!

FDEP PERMITTING

As you know, the conversion must be permitted by the Florida Department of Environmental Protection (FDEP) whose office for your region is located in Jacksonville (a.k.a. "Northeast District"). Odyssey would agree to be responsible for all of the engineering and design as well as be responsible for obtaining the FDEP clearance, providing record drawings and providing four O&M manuals for the firm lump sum price of \$1,000. To save the \$500 FDEP Minor Modification Permit fee, Odyssey proposes that the City of Flagler Beach notify the FDEP they are doing this conversion as part of their submission of the five-year operating permit renewal which expires on April 19, 2019.

SEQUENCE OF EVENTS

The first step is to notify the FDEP we will be doing the conversion as part of the five-year permit renewal. At that point, we can get permission to proceed even though they haven't approved the permit yet. Odyssey will then install the new injection piping, the tanks, chemical feed equipment and interconnecting piping. We would also do the electrical and controls work. This work is expected to take one week to complete. We will then submit the paperwork to the FDEP to get a clearance to operate the system. Odyssey will provide unlimited training to the City of Flagler Beach as part of the conversion process.

DESIGN DETAILS

Sodium Bisulfite Chemical Feed Equipment

- Design Basis: The bisulfite feed rate to the de-chlorination chamber will range between 4 gpd and 34 gpd (assumes 2.5 peaking factor).
- Description of Equipment: Odyssey agrees to furnish and install a duplex pump skid containing two Prominent Gamma X diaphragm pumps (solenoid-type) rated for up to 6.34 gph 58 psi. One pump would be running and the other a dedicated spare. The pump skid measures about 2' x 4' and would be placed in the Chlorine Building. The pump skid will be fabricated by Blue Planet Environmental from welded PVC sheets. The pumps are powered from 120 VAC which would be fed from a local outlet on the pump skid which is powered by a NEMA 4X HOA panel with built-in surge suppression. This panel would be mounted over the pump skid and serve as a termination box for all of the 120 VAC input and control input/output to the pumps (tie-point for future SCADA system). A back pressure regulator, pump discharge pressure gage, pulsation dampener, isolation valves, flush out connections, strainer and pressure relief will be provided for each pump. The pressure relief will be piped back to the suction of the pumps. A common calibration tube will be provided for the pumps the top of which will be tied back to the storage tank. All piping on the pump skid is 1/2" except of the inlet header which shall be 1". All valves are Asahi Type 21 true union ball valves with viton o-rings. The pumps can be operated in a manual mode or an automatic mode using a 4/20-ma signal from a flowmeter, chlorine analyzer or controller (e.g., computer). Additionally, each pump has a 4/20-ma signal in and out capabilities as well as a dry contact signal in and out that could be connected to a SCADA system for remote monitoring and/or control. The cost for the duplex pump skid is \$15,000. The pumps have a built-in SCR and thus do not require a separate DC motor and drive.

Sodium Hypochlorite Chemical Feed Equipment

- Design Basis: The sodium hypochlorite feed rate to the contact chamber will range between 25 gpd and 160 gpd (assumes 2.5 peaking factor).
- Description of Equipment: Odyssey agrees to furnish and install a duplex pump skid containing two Prominent Gamma X diaphragm pumps (solenoid-type) rated for up to 6.34 gph @58 psi. One pump would be dedicated to the inlet box of the contact chamber and the other pump is an installed spare. The pump skid measures about 2' x 4' and would be placed in the Chlorine Building. The pump skid will be fabricated by Blue Planet Environmental from welded PVC sheets. The pumps are powered from 120 VAC which would be fed from a local outlet on the pump skid which is powered by a NEMA 4X HOA panel with built-in surge suppression. This panel would be mounted over the pump skid and serve as a termination box for all of the 120 VAC input and control input/output to the pumps (tie-point for future SCADA system). A back pressure regulator, pump discharge pressure gage, pulsation dampener, isolation valves, flush out connections, strainer and pressure relief will be provided for each pump. The pressure relief will be piped back to the suction of the pumps. A common calibration tube will be provided for the pumps the top of which will be tied back to the storage tank. All piping on the pump skid is 1/2" except of the inlet header which shall be 1". All valves are Asahi Type 21 true union ball valves with viton o-rings. The pumps can be operated in a manual mode or an automatic mode using a 4/20-ma signal from a flowmeter, chlorine analyzer or controller (e.g., computer). Additionally, each pump has a 4/20-ma signal in and out capabilities as well as a dry contact signal in and out that could be connected to a SCADA system for remote monitoring and/or control. The cost for the duplex pump skid is \$15,000. The pumps have a built-in SCR and thus do not require a separate DC motor and drive.

Sodium Bisulfite Chemical Storage Equipment

- Design Basis: The estimated average daily consumption is about 13 gpd. Odyssey recommends maximizing storage of this chemical to save on delivery costs.
- Detailed Description: Odyssey proposes to furnish and install one Assmann double-walled HDPLE 550-gallon tank in the existing chlorine cylinder building. The tank is 60" in diameter and 73" tall (1.9 specific gravity). The estimated feed rate of the plant is about 13 gpd so this will provide about 42 days or so of storage. The tanks will have a 2" vent (will be vented to the outside), a 1 1/2" hard-piped fill line, and a 1" supply line to the chemical feed equipment. All piping would be Schedule 80 PVC. All valves would be true union ball valves with viton O-rings. All connections would be socket welded with the exception of the bulkhead fittings on the tank, which would be stainless steel-bolted flanged connections with viton gaskets. A 1/2" Schedule 40 clear PVC sight glass with an isolation ball valve will be provided to check tank levels. Inch tape in 1/4" increments will be placed on the tank behind for more accuracy in assessing the tank levels. The installed cost of the tank is \$5,500.

Sodium Hypochlorite Chemical Storage Equipment

- Design Basis: The estimated average daily consumption is about 65 gpd. Odyssey proposes anywhere from 17 to 35 days as adequate on-hand storage volume (e.g., 1,105 to 2,275 total gallon storage capacity).
- Detailed Description: Odyssey proposes to furnish and install one Snyder double-walled "Captor" HDPLE 2,000-gallon tank in the existing chlorine cylinder building. The tanks are 102" in diameter and 103" tall (1.9 specific gravity). The estimated feed rate of the plant is about 65 gpd (one GPD equals one LB/DAY of gas after factoring in any decomposition of the bleach) so this will provide about 30 days or so of storage. The tank will have a 3" vent (will be vented to the outside), a 2" hard-piped fill line, and a 1" supply line to the chemical feed equipment. The feed piping to the pump skid will have a 1" stack vent. All piping would be Schedule 80 PVC. All valves would be true union ball valves with viton O-rings. All connections would be socket welded with the exception of the bulkhead fittings on the tank, which would be titanium-bolted flanged connections with viton gaskets. A 1/2" Schedule 40 clear PVC sight glass with an isolation ball valve will be provided to check tank levels. Inch tape in 1/4" increments will be placed on the tank behind for more accuracy in assessing the tank levels. The tank will be leased at no cost as long as Odyssey is the chemical supplier for the tank.

Electrical/Controls

There is an existing 15-Amp circuit in a 3/4" PVC conduit from the new 120 VAC panel which feeds use the flowmeter, three separate outlets and the peracetic feed pumps. Odyssey proposes to pull new #10 AWG wiring from the panel to the flowmeter for two circuits. One circuit will be dedicated to the flowmeter and outlets (there will be only two outlets) and the other to the new chemical feed equipment. We will also re-run the conduit and flowmeter control wiring from the flowmeter to the pump skids. As part of the work, we will cleanup and remove all of the conduit and associated electrical and control wiring on the side of the east and north sides of the contact chamber. The existing 4/20 ma signal from the existing flowmeter at the Parshall flume will be used to "pace" the pumps (we will install a 4/20 ma splitter at the flowmeter). All wiring shall be in conduit. The cost of this work is \$3,500.

Chemical Injection Piping

Odyssey proposes to run one 1/2" Schedule 80 PVC pipe from the hypochlorite pump skid to the common inlet box for the contact chambers. We will install a "T" with a valve to hookup an

emergency tubing line to the outlet box of the clarifiers (similar to how you are currently feeding the peracetic acid) should you ever need to bypass the contact chamber (once the slide gates are fixed so they no longer leak you should never have to do this again). The contact chambers are rated for a flow of about 2.0 MGD so they can handle the peak flows and still have enough contact time as required by the FDEP permit. In the highly unlikely event that we get fecal hits in the outfall because the inlet box of the contact chamber does not allow mixing, we will run a separate ½" Schedule 80 PVC line from the pump skid to each of the clarifiers and injection in the top of the outlet box. The height of the injection will provide adequate backpressure to keep the injection line charged for the clarifiers. We will install a backpressure valve at the end of the line for the contact chamber. The end of all lines extending down into the liquid will have a union so it can be removed for cleaning or to allow the operator to verify flow. Odyssey will also run two ½" Schedule 80 PVC pipes to the de-chlorination chamber. One will feed the outlet box at the end of the contact chamber (past the point where the TSS and turbidity samples are taken) and the other will feed the inlet pipe to the Parshall flume. The second injection point would only be used if the contact chamber is being bypassed. The end of the line would have a backpressure valve. The cost of this work is \$2,900.

Eyewash/Safety Shower

There is an existing eyewash and safety shower located across from the new concrete pad.

Concrete Pad

Odyssey proposes to furnish and install a 12' x 20' x 8" concrete pad abutting the north side of the contact chamber between the east sidewalk and the step-over ladder. The pad would contain #5 rebar on 12" centers. The cost of the concrete pad is \$3,000.

Materials of Construction

Because of the nature of the work, all piping will be field run. Piping shall be Schedule 80 PVC except for sight glasses and tank vent lines which shall be Schedule 40 clear PVC and vent lines from the tanks which shall be Schedule 40 PVC. Pipe Supports will be on minimum 48" centers and will be a combination of 1" uni-strut fiberglass and Schedule 80 PVC clamps with stainless steel screws. All ball valves will be Asahi Type 21 true union ball valves with viton o-rings.

Warranty

Odyssey will furnish a three year parts and labor warranty on the entire system. The pump wear parts are not included in this warranty, however.

~~Summary of Costs~~ (If Option #2 is Chosen – No Cost if Option #3 is Chosen)

Engineering, Design and Permitting Assistance (By Odyssey)	\$ 2,000
Sodium Bisulfite Feed Equipment (By Odyssey)	\$ 15,000
Sodium Hypochlorite Feed Equipment (By Odyssey)	\$ 15,000
Sodium Bisulfite Tank/Containment (By Odyssey)	\$ 5,500
Sodium Hypochlorite Tank/Containment (Leased By Odyssey)	\$ 0
Tank Plumbing/Fitting/Labor	\$ 3,000
Electrical/Control Wiring Hookups (By Odyssey)	\$ 3,500

Concrete Pad	\$ 3,000
Chemical Injection Piping (By Odyssey)	\$ 2,900
<u>Startup and Training (By Odyssey)</u>	<u>\$ 1,000</u>
Total	\$ 50,900

SCHEDULE

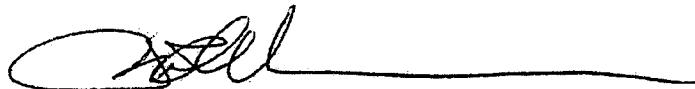
The tanks and containment are a stock item for Odyssey. The pumps and pump skids have a lead time of 3 - 4 weeks. The FDEP permit application has about a two to four week lead time. It will take the FDEP approximately 4-6 weeks to approve the permit. Thus, the overall project has a lead time of about six to eight weeks once authorized by the City of Flagler Beach.

ABOUT ODYSSEY MANUFACTURING

Odyssey Manufacturing is the largest sodium hypochlorite manufacturer in the southeast and our sodium hypochlorite currently serves the majority of the water and wastewater plants that use bulk bleach in Florida. We have also done a significant number of "turn-key" installations and have also installed storage tanks at many locations and assisted numerous customers with their conversions to sodium hypochlorite, sodium bisulfite and aqueous ammonia. As part of our chemical supply contract, Odyssey agrees to provide unlimited technical support with regard to the design and engineering for your chemical systems at no charge. As part of our service support, we can provide any installation services and follow-up maintenance per the quoted terms. We are a licensed general and plumbing contractor and specialize in chemical system installation having installed over 3,000 systems in Florida including work on the sulfuric acid system at the Flagler Beach WTP. The engineering, design services and the acceptance of total responsibility for the project should not only give you piece of mind but we would typically bill out at \$50,000 per site as a consultants.

We look forward to working with you in the future. We also agree to offer Flagler Beach the ultimate flexibility. For example, you can select Option #3 and if the money becomes available by the end of the installation you can pay for it and then switch to Option #2. Please do not hesitate to contact me at (813) 635-0339 or cellular (813) 335-3444 if I can provide you any further information with regard to the use of bulk sodium hypochlorite. Additional information including sample specifications can also be found on our website @www.odysseymanufacturing.com. This offer expires on December 31, 2018. Thank you for your consideration.

Sincerely,



Patrick H. Allman
General Manager



FLAGLER BEACH CITY COMMISSION

City Manager's Report

Item No. 8

Meeting Date: February 28, 2019

Issue: Select three applicants to fill the seats terming out on the Planning & Architectural Review Board.

From: Penny Overstreet, City Clerk

Organization: City of Flagler Beach

RECOMMENDATION: Review the applications , interview the applicants in attendance and utilize scoring sheet, Clerk will tabulate and advise Chair of selections.

BACKGROUND: Three of the seats on the Planning Board are at term. One of the current members is not eligible to seek re-appointment as he is selling his properties in our municipal limits, and homesteading a property in Palm Coast. At the time this summary was drafted five (5) applications had been received. If applications are received after the back-up material is distributed an addendum will be issued.

BUDGETARY IMPACT: N/A

LEGAL CONSIDERATIONS/SIGN-OFF: N/A

PERSONNEL:

POLICY/REQUIREMENT FOR BOARD ACTION:

IMPLEMENTATION/COORDINATION: The Deputy Clerk will ensure all necessary forms are completed and notify the Building Department staff of the appointments.

Attachments

- Applications
- Scoring Sheet
- Member list

Planning & Architectural Review Board

Members

~~Seat One Term 02/26/16 - 02/25/19~~

Jordan Farrell
3660 S. Central Ave.
Flagler Beach, Florida 32136
386-986-6744
Realty.farrell@gmail.com

Appointed to complete term on 6-08-2017

~~Seat Two Term 02/26/16 - 02/25/19~~

Don Deal
1580 Lambert Ave.
Flagler Beach, FL 32136
386-439-5367
mdeal13797@aol.com

~~Seat Three Term 02/26/16 - 02/25/19~~

Roseanne Stocker
1481 Lambert Ave.
Flagler Beach, FL 32136
386-503-1939
rstocker1@outlook.com

Seat Four Term 05/10/17 - 05/09/20

Catherine Feind
P.O. Box 664
Flagler Beach, FL 32136
386-439-4863 or 386-986-9484 (John)
jonkat@aol.com

Seat Five Term 05/10/17 - 05/09/20

Joseph Pozzuoli
2204 S. Daytona Avenue
Flagler Beach, FL 32136
H: 386-569-6719
joseph@jpaflorida.com

Seat 6 Term 05/10/17 - 05/09/20

Paul Chestnut
1860 S. Flagler Avenue
Flagler Beach, FL 32136
407-697-4051 or 386-439-0098 (work)
pdchestnut@gmail.com

Seat Seven Term 05/26/18 - 05/25/21

Joann Soman
1313 N. Oceanshore Blvd.
Flagler Beach, FL 32136
305-778-2885
joann@raiseyoursales.com

**Planning & Architectural Review Board
Ranking Sheet for Open Positions**

Please rank each member 1-5, with 1 being the highest score. The three (3) applicants receiving the lowest scores will be selected. Incomplete scoring sheets will be returned to you.

Applicant	To fill seat's with the terms ending February 25, 2019 Seat 1, Seat 2, & Seat 3						
<i>Alphabetical Order</i>	Mayor	Belhumeur	Carney	Cooley	Mealy	Shupe	Totals
Paul Allen							
Donald Deal							
Paul Harrington							
Butch Naylor							
Roseanne Stocker							

PLEASE MARK YOUR SELECTIONS AND RETURN TO CLERK AFTER APPLICANTS ARE INTERVIEWED.

Jeanelle Jarrah

From: noreply@civicplus.com
Sent: Monday, February 18, 2019 9:33 PM
To: Jeanelle Jarrah; Penny Overstreet
Subject: Online Form Submittal: Advisory Board and Committee Application Form

Advisory Board and Committee Application Form

First Name	Paul
Last Name	Allen
Street Number	808
Street Name	S Central
Street Type	Avenue
P.O. Box	<i>Field not completed.</i>
City	Flagler Beach
State	FL
Zip	32136
Phone Number	386-338-3357
Cell Phone	609-475-2126
Email Address	<u>paulallen5@hotmail.com</u>
Occupation	Retired
Number of Years as a Resident	2 years 7 months
Are you registered to vote in Flagler County	Yes
Please describe your professional and/or volunteer experience which best qualifies you for your selection to the board(s) or committee(s).	I have been directly involved in the fire service both in volunteer and professional career capacities for well over 25 years. As a municipal Sub-code Official I reviewed all construction applications, plans, and specifications for approvals. As a supervisor in NJ State Fire Marshal's Office I was directly involved with enforcing a uniform fire code, provided code interpretations, dealt with elected officials and

the general public in answering and solving complex code related issues involving buildings and properties.

Please check all boxes of the Committees you would like to serve.

Boards and Committees	Planning and Architectural Review Board
-----------------------	-----------------------------------------

Have you served on a City Board or Committee in the past?	No
-----------------------------------------------------------	----

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

**Paul Allen
808 S Central Ave.
Flagler Beach, FL 32136
(386) 338-3357**

February 18, 2019

Dear Ms. Overstreet:

I am interested in being a member of the Planning and Architectural Review Board of Flagler Beach and ask that I am considered for one of the current open seats. I am no stranger to Flagler Beach retiring here full time in 2016, after purchasing my home in 2011. As an interested member of our community, I would like to volunteer my time, skills, and talents to assist in planning the future of our city.

My enclosed resume will provide you with more details regarding my qualifications and experience. I know that I can bring much benefit with my experience, educational qualifications and skills and I look forward to putting these towards a good cause. Please feel free to contact me by phone or email if you need any further information. I look forward to hearing from you and thank you for your time.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read 'Paul Allen', with a stylized flourish at the end.

Paul Allen

Paulallen5@hotmail.com

Attachment

Hand Delivered 2/19/2019

PAUL ALLEN
808 S Central Ave.
Flagler Beach, FL 32136
Phone: (386) 338-3357

EMPLOYMENT:

- 6/2/00 – 12/31/13(Retired)** SUPERVISOR OF LOCAL ASSISTANCE, Bureau of Fire Code Enforcement, State of New Jersey, Department of Community Affairs, Division of Fire Safety, Trenton, NJ.
Oversee the operations of over 500 municipalities currently enforcing the New Jersey Uniform Fire Code. Supervise field representatives that review local enforcing agencies. Investigate complaints, provide fire code interpretations and attend county fire prevention association meetings to discuss Division of Fire Safety updates and answer questions from fire officials, fire marshals, fire inspectors and the general public. Provide technical information that requires formal interpretations of the New Jersey Uniform Fire Code. Develop, promote and conduct training seminars for hundreds of code enforcement officials and staff to identify problem areas related to code development and enforcement issues.
- 9/2002** EMERGENCY RESPONSE TEAM MEMBER, State of New Jersey, Department of Community Affairs, Division Of Fire Safety, Trenton, NJ.
Respond to emergency and non-emergency incidents as requested that occur throughout the State. Provide support to local emergency response agencies, or may be involved with the Incident Management System of the incident, or at the New Jersey State Emergency Operations Center.
- 10/25/99 – 6/2/00** ASSISTANT CHIEF, Bureau of Fire Code Enforcement, State of New Jersey, Department of Community Affairs, Division of Fire Safety, Trenton, NJ.
Supervised the operations of the Bureau's Inspections, Compliance, and Registration Units. Responded to fire safety inquiries and complaints. Reviewed and signed all penalties issued by Inspections and/or Compliance Units.
- 4/1/93 – 10/25/99** SUPERVISOR OF INSPECTIONS, Bureau of Fire Code Enforcement, State of New Jersey, Department of Community Affairs, Division of Fire Safety, Trenton, NJ.
Directly responsible for the supervision of the Inspections Unit, which provides local enforcement of the New Jersey Uniform Fire Code in more than 100 municipalities, and all State owned buildings; supervised and directed work assignments and conducted orientation and in-service training of inspectors.
- 8/1/89 – 4/1/93** SENIOR INSPECTOR, Bureau of Fire Safety, State of New Jersey, Department of Community Affairs, Division of Codes and Standards, Trenton, NJ.
Trained, directed, and supervised inspectors to conduct fire inspections in compliance with the New Jersey Uniform Fire Code. Provided instruction, education and training to institutions of higher education, hospitals, and industry in fire prevention, evacuation, disaster, hazardous waste generation, storage, and transportation. Coordinated with municipal construction officials to achieve compliance under the New Jersey Uniform Construction Code. Mediated and resolved complaints directly with principal owners and/or legal representatives of businesses throughout the state.
- 6/15/86 – 8/1/89** INSPECTOR, Bureau of Fire Safety, State of New Jersey, Department of Community Affairs, Division of Codes and Standards, Trenton, NJ.
Conducted field surveys for identification of Life Hazard Uses in accordance with the New Jersey Uniform Fire Code. Conducted fire inspections to ensure compliance with the regulations of the New Jersey Uniform Fire Code. Prepared violation notices and orders to correct. Researched codes and standards and exhibited knowledge of and familiarity with national standards.

ADDITIONAL EMPLOYMENT:

- 11/13/91 – 12/31/04 FIRE SUBCODE OFFICIAL, Boonton Township, NJ.
Responsible for the administration and enforcement of the New Jersey Uniform Construction Code. Reviewed all applications, plans and specifications for approvals, and submitted to the construction official for issuance of a permit. Performed all required inspections and assisted the construction official in preparation of all required reports as required by regulation.
- 8/1/86 – 12/31/99 FIRE OFFICIAL, Boonton Township, NJ.
Responsible for the administration and enforcement of the New Jersey Fire Safety Act and Regulations. Worked directly with local fire department officers, township committee, construction office and local businesses in order to gain compliance with the New Jersey Uniform Fire Code. Provided fire prevention education awareness courses and public service announcements to local elementary students, as well as community residents.

VOLUNTEER SERVICE:

- 11/78 – Present LIFE MEMBER/FIREFIGHTER, Boonton Township Volunteer Fire Department, Boonton Township, NJ.
- 1/1/88–12/31/89 FIRE CHIEF, Boonton Township Volunteer Fire Department, Boonton Township, NJ.
Responsible for the total operations of fifty firefighters, equipment, training, budget preparation and maintenance of fire safety equipment. Established mutual aid agreements with neighboring fire departments through policies and procedures, including Kiwanis Ambulance Squad, St. Clares Mobil Intensive Care Unit and Police Departments.
- Other accomplishments include the organization of a hazardous materials response team and hazardous materials disaster plan for fire department personnel. Installed and operated a computer system to manage fire department and fire prevention statistics, records and expedite correspondence.
- 1/1/87–12/31/87 DEPUTY FIRE CHIEF, Boonton Township Volunteer Fire Department, Boonton Township, NJ.
- 1/1/85-12/31/86 BATTALION FIRE CHIEF, Boonton Township Volunteer Fire Department, Boonton Township, NJ.
- 1/1/83-12/31/84 CAPTAIN. Boonton Township Volunteer Fire Department, Boonton Township, NJ.
- 1/1/81-12/31/82 LIEUTENANT, Boonton Township Volunteer Fire Department, Boonton Township, NJ.
- 11/78-12/31/80 FIREFIGHTER, Boonton Township Volunteer Fire Department, Boonton Township, NJ.
- 1/1/74-11/78 JUNIOR FIREFIGHTER, Boonton Township Volunteer Fire Department, Boonton Township, NJ.
- 1/1/74-12/31/77 PRESIDENT, Boonton Township Junior Fire Service, Boonton Township, NJ.
Founded Junior Fire Service to meet manpower needs in the face of dwindling volunteer membership. Conducted meetings and fund raisers, participated in department drills, and received training in firematics.

EDUCATION AND SPECIALIZED TRAINING:

Columbia Southern University, Orange Beach, AL
Bachelor of Science, Fire Science, Cum Laude

State of New Jersey, Department of Community Affairs,
Division of Fire Safety, Certified Fire Official/Inspector: #101491

State of New Jersey, Department of Community Affairs,
Division of Codes and Standards, Licensed Construction
Official, Fire Subcode Official, Fire Protection Inspector HHS: #003918

State of New Jersey, Department of Community Affairs,
Division of Fire Safety, Certified Instructor Level I & II: #101491

State of New Jersey Incident Management System Certification
Level 3: #101491

Federal Emergency Management Agency, National Incident
Management System (NIMS) IS-00700

United States Department of Homeland Security, Chemical
Vulnerability Information Authorized User

Certified Fire Fighter I, II, & III, Morris County Police and Fire
Training Academy, Parsippany, NJ

ORGANIZATIONS, PROFESSIONAL:

National Association of State Fire Marshals Member
International Code Council, 2001 & 2002 Performance Code Committee Member
International Code Council Member
New Jersey State Fire Prevention and Protection Association Member
New Jersey State Firemen's Relief Association (Life Member)
Morris County Fire Prevention Association Member

AWARDS:

Morris County Fire Prevention Association, Inspector of the Year 2002

SIGNIFICANT ACCOMPLISHMENTS

- Authored numerous Division of Fire Safety Fire Focus newsletter articles.
- 2001 – Member of a committee including fire officials charged with establishing a new rule change that would require local enforcing agencies to use standardized forms. As a result of the committee's efforts, a rule was adopted requiring local enforcing agencies to use a version of fourteen specific forms to document inspection activity.
- 2008 – Lead a team of State Fire Inspectors surveying high-rises throughout the State in order to determine if they were in compliance with the NJ Uniform Fire Safety Code/Subchapter 4 retrofit provisions. Compiled a detailed excel database on all high-rise buildings throughout the State such as number of stories; square footages; existing and non-existing fire protection equipment and other significant data significant in the analysis of future fire code requirements.
- Created and presented a detailed power point presentation to hundreds of fire inspectors, officials and marshals on the provisions of Subchapter 4, "retrofit" Code. The course reviewed how to identify and how to achieve compliance with the regulations.
- 2007 – Appointed to the K – 12 School Security Task Force directly involved with representatives from a cross section of State, county, and local law enforcement, emergency management and response, and education communities statewide. The creation of the task force was charged with establishing guidelines that would fulfill crucial responsibilities that requires cooperation, coordination, preparedness that begins with a critical assessment of the current state of school security in New Jersey.
- 2007 - Created and distributed to hundreds of fire officials, inspectors and local enforcing agencies a reference guide that included significant information in digital format. The guide was produced to allow local enforcing agencies a convenient way to access information in one location such as an overview of the Division of Fire Safety, various publications, sample standardized forms, regulations pertaining to firefighters, fire inspector testing requirements and Annotated Statutes.
- Enjoying retired life with my lovely wife Heather and twelve year old son Jake.

CITY OF FLAGLER BEACH
ADVISORY BOARD AND COMMITTEE APPLICATION FORM
(Please fill out form completely)

Name: DOUGLAS DEARL Date: 2-18-19

Physical address: 1550 Lombard Ave, Flagler Beach, FL 32136

Mailing address: 1550 Lombard Ave, Flagler Beach, FL 32136

Home phone: 386 434-2617 Daytime phone: 386 434-2617

Fax: _____ E-Mail: 131PE@13157@pe.com

Occupation: retired

Number of years of City residence: 46 Own: ☒ Rent: _____

Are you registered to vote in Flagler County? Yes ☒ No _____

Identify the board(s) or committee(s) to which you request appointment:

PARB

Please describe your professional and/or volunteer experience or background which best qualifies you for selection to the board(s) or committee(s): Retired President of First Bank, previous business owner in Flagler Beach/Flagler County, own Rental Property in Flagler Beach, founding director Flagler Beach Historical Museum, chairman of Board of Flagler Beach (Pine) chairman of Charter Review Committee and member of various other community organizations in Flagler County

How many City Commission/board meetings have you attended in the last 2 years? approx

Have you ever served on a City advisory board or committee in the past?

Yes ☒ No _____

If yes, please describe: As a chairman of Board of Administration and chairman of PARB, and a member to various agencies & PARB. Also chairman of Charter Review Committee for city of Flagler Beach, speaker representing PARB at various meetings to present your's

Douglas Dearl
Signature

Please return this application to the City Clerk, P.O. Box 70, 105 S. 2nd Street, Flagler Beach, Florida 32136

February 12, 2019

Dear Mayor and Commissioners.

I wanted to include some additional information some of you may not be aware of when considering my re-appointment. They are as follows, but not necessarily in chronological order:

1. In the lawsuit on the golf course property with a previous owner long ago, in the Judge's ruling in favor of the City, two names were mentioned in his ruling: My name and another PARB member's testimony. This is before the City had a Planning Director.
2. When the City was considering annexation and a new development on Robert's Road, it was my suggestion to have an expert do an analysis on the potential income generated. Annexation was/is very controversial with an active group of individuals. The City Commission agreed to hire Fishkind and Associates for this analysis.
3. When considering an expansion of a very successful local business, (Mr. Torino was not our Planning Director at the time of submittal) a very dysfunctional parking plan (Rack and Stack) was submitted that would not work in any form or fashion for this application. At a future date, this business purchased an adjoining lot behind their current location that was zoned residential. Working with Mr. Torino, I came up with the idea to consider adding a special exception to our residential zoning. Mr. Torino and I developed criteria that would protect the integrity of the residential community abutting this parking lot. This was out of the box thinking. Mr. Torino drafted the ordinance and it passed unanimously by both the PARB and the City Commission.
4. When considering a project before the PARB called a "Residential Community Home", the agenda item called for approximately 2 dozen apartments/condos. When I researched the State of Florida Statutes, a residential community home was limited to 6 residents. Therefore, by state statutes, this was not a residential community home. With the density requested, which was the equivalent of approx. 70 units an acre on this small parcel, this far exceeded our low density residential zoning. In addition, when I reviewed the proposed lease for the off site parking to be utilized, I also discovered it did not include one of the lots proposed for parking. Needless to say, this was turned down unanimously by the PARB. **I must also mention Mr. Torino was not our Planning Director at the time.**

Thank you for your consideration in this matter. These are just a few of the PARB agenda items that come quickly to mind.

Sincerely,

Don

CITY OF FLAGLER BEACH
ADVISORY BOARD AND COMMITTEE APPLICATION FORM
(Please fill out form completely)

Name: Paul Harrington Date: 2-14-2019
Physical address: 1769 N. Central Ave, Flagler Beach, FL 32136
Mailing address: P.O. Box 127, Rohrer'sville, MD 21779
Home phone: 386-281-1105 Daytime phone: 301-491-2757 Best Contact
Fax: N/A E-Mail: 1769islandhabitatpreserve@gmail.com
Occupation: semi-retired/self employed
Number of years of City residence: 9 yrs Own: x Rent: _____
Are you registered to vote in Flagler County? Yes x No _____

Identify the board(s) or committee(s) to which you request appointment:
Planning and Architectural Review Board

Please describe your professional and/or volunteer experience or background which best qualifies you for selection to the board(s) or committee(s):
I have 40+ years experience in the construction development business including design build projects and pre-development design.

How many City Commission/board meetings have you attended in the last 2 years? 12+

Have you ever served on a City advisory board or committee in the past?

Yes x No _____
If yes, please describe: Personnel Advisory Review Board

Paul Harrington
Signature

Please return this application to the City Clerk, P.O. Box 70, 105 S. 2nd Street, Flagler Beach, Florida 32136

Paul Harrington
1769B N. Central Avenue
Flagler Beach, FL 32136
1769islandhabitatpreserve@gmail.com
386-281-1105 or 301-491-2757

RESUME - January 1, 2019

DOB - November 27, 1954

Present: Island Habitat Preserve/Semi Retired

An education center for island habitat preservation.

January, 1991 thru Present: Dargan Home Service/Self Employed

Licensed Maryland & Virginia General Contractor thru 2015. I began building decks, screen porches and sun rooms in 1991. Around 2000 I transitioned to performing smaller handyman type jobs in order to be more available to help my mother with dad in his final years. Highlighted project, Sun Room addition for Sir Peter Stothard & Lady Sally Emerson, Chevy Chase, MD. Peter served as the editor of the London Times Washington Bureau then chief editor in London while we built their sunroom.

August, 1993 thru December, 1994: New Home/Owner - Builder

I designed and built our home on 10 acres at 2608 Chestnut Grove Road, Sharpsburg, MD.

May, 1992 thru September, 1993: Remodeled Home/Owner - Builder

I purchased a small flat roof river cabin from HUD and added a second floor to create a 2 bedroom cape cod style home. I rented the home until 2013 when the tenants purchased the home.

October, 1990 thru August, 1991: New Home/Owner - Builder

I designed and built a Cape Cod style home on 13 acres at 2606 Chestnut Grove Road, Sharpsburg, MD including personally installing the septic tank and drain field. The home was built with the intention it might become our family home due to the down turn in the economy. Prior to finishing I divided the property into a 3 acre lot with the new home which sold and a 10 acre lot.

April, 1986 thru December, 1990: Harkins Builders/Site Manager - Project Planning

I was hired as a site manager for the 26 story historic renovation of the Lord Baltimore Hotel in Inner Harbor Baltimore. The work involved restoring Faux Marble walls on the 4 lower levels and 8 existing elevators, adding 1 new elevators, gutting and rebuilding the hotel rooms, adding new penthouse suites to the existing tower atop the building and new windows. The hotel was designed by William Lee Stoddart in the French Renaissance style and opened on December 30, 1928.

April, 1986 thru December, 1990: Harkins Builders/Site Manager - Project Planning (continued)

I worked on design build/planning for the restoration of a Washington, DC apartment complex and a mid rise condo building in Frederick, MD. I was site manager Heatherfield Condominium project overseeing the site work including sediment control, grading, water & sewer mains, curb & sidewalks and paving and construction of 11 mid-rise condominium buildings, the club house and pool.

June, 1985 thru April, 1986: Coates Construction/Project Manager

I managed renovation of the Bellevue Hotel on Capital Hill in Washington, DC.

May, 1984 thru May, 1985: Knott Builders/Project Manager

I managed the renovation of the Saxony, a tenant occupied 7 story apartment building in the Adams Morgan district in Washington, DC converted to owner occupied condominium,

January, 1981 thru December, 1987: VA Army National Guard Reserve/Infantry - 11 Bravo

Basic and advanced training at Fort Benning. Live fire and mobile response training at Fort Bragg. Before finishing my term I worked in the MD national Guard payroll/accounts payable unit in Harve De Grace, MD to learn computer skills.

October, 1980 thru Spring, 1984: Matchless/Crew Mate

Crewmate aboard Matchless a 50 sailboat. I logged in over 10,000 miles of transatlantic crossing between Chesapeake Bay and the West Indies and sailing throughout the islands. During this time I added and remodeled several offices for the owner, Henry "Bud" Ross at his business, Ross Industries in Midland, VA and built/retrofitted a new mahogany companionway hatch on Matchless.

Spring, 1967 thru Present: General

In 1967 I helped in the construction of a house my father built at 905 Dearborn Avenue in Muscle Shoals, AL. After relocating due to a job change, we sold the house to Rick Hall, owner of Fame Recording Studio in Muscle Shoals. Following graduating from W.T. Woodson High School in Fairfax, VA, June, 1973 I worked with several contractors/builders performing carpentry, electrical and plumbing. In 1992 I took a course with the Maryland Health Department and became certified as a Sand Mound Installer. Over the years I have become educated in environmental preservation.

Education

Northern Virginia Community College: Architecture, Survey, Business extended learning classes.
W.T. Woodson High School: HS Diploma 1973, Auto Mechanics, Drafting, Architectural Drawing.

Associations

My kids and I have worked with several river keeper groups in Maryland, Virginia and Florida on clean up, preservation and restoration of environmentally sensitive areas.

I am in receipt of your application. I will place it on the February 28th agenda. Can you attend that meeting?

City Clerk

City of Flagler Beach

105 S. 2nd Street

Flagler Beach, FL 32136

www.cityofflaglerbeach.com

 386-517-2000 ext 233

28/ 517 2008

1000

Sent: Wednesday, February 13, 2019 7:46 PM

To: Jeanelle Jarrah <Jjarrah@CityofFlaglerBeach.com>; Penny Overstreet <POverstreet@CityofFlaglerBeach.com>

Subject: Online Form Submittals: Address, Board and Committee Meetings

State	FL
Zip	32136
Phone Number	386-439-0443
Cell Phone	865-776-6324
Email Address	<u>ngeorgef@gmail.com</u>
Occupation	Hospital Administrator
Number of Years as a Resident	Four
Are you registered to vote in Flagler County	Yes
Please describe your professional and/or volunteer experience which best qualifies you for your selection to the board(s) or committee(s).	Served in Healthcare for 40+ years including Clinical, Financial, and Executive positions. Served in USAF Medical Service Corps from 1973-2012. Created, Served, and Chaired Task Forces and Committees through out my entire career. Created Strategic Plans, Budgets, and Business Plans for many hospitals. Education: BBA Accounting and MBA Finance
Please check all boxes of the Committees you would like to serve.	
Boards and Committees	Planning and Architectural Review Board, Economic Development Task Force, Beach Management Plan, Parking Committee, Investment Committee, Personnel Advisory Committee
Have you served on a City Board or Committee in the past?	No

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

CITY OF FLAGLER BEACH
ADVISORY BOARD AND COMMITTEE APPLICATION FORM
(Please fill out form completely)

Name: Roseanne Stocker Date: 2-19-19

Physical address: 1481 Lambert Ave, Flagler Beach

Mailing address: same

Home phone: N/A Daytime phone: 306 503 1939

Fax: N/A E-Mail: rstocker1@outlook.com

Occupation: retired (business owner 25 yrs in Flagler Beach)

Number of years of City residence: 25 Own: ☒ Rent: ☐

Are you registered to vote in Flagler County? Yes ☒ No ☐

Identify the board(s) or committee(s) to which you request appointment:

Planning & Architectural Review Board

Please describe your professional and/or volunteer experience or background which best qualifies you for selection to the board(s) or committee(s):

approximately 20 consecutive years on PARB, 10+ as vice chair, co-founder & co-owner of successful business with 25+ employees on payroll.

How many City Commission/board meetings have you attended in the last 2 years?

30 (including PARB meetings & commission meetings)

Have you ever served on a City advisory board or committee in the past?

Yes ☒ No ☐

If yes, please describe: approx. 20 years on PARB, 10+ as vice chair, Chair of Parking Committee, Chair of Parks & Recreation Committee

Roseanne Stocker
Signature

Please return this application to the City Clerk, P.O. Box 70, 105 S. 2nd Street, Flagler Beach, Florida 32136

February 19, 2019

Dear Commissioners Belhumeur, Carney, Cooley, Mealy, Shupe and Mayor Provencher,

Thank you for considering my application for reappointment to the City of Flagler Beach Planning and Architectural Review Board.

Having served on the PARB for approximately 20 years and having served as vice-chair for more than half of that tenure, I believe I have a track record of consistently doing the necessary preparation for our meetings and making sound recommendations rooted in our City's Code of Ordinances, Land Development Regulations and Comprehensive Plan.

In my approximately two decades on the board, I've learned that several of our city's most pressing issues – including drainage, water retention, density, signage, parking, outdoor entertainment, tree removal, sea walls, etc., have involved complex decision-making that impacts our current residents as well as our city's ability to grow and succeed as we move toward the future. Looking back, I am proud to have played a role in finding positive solutions to these challenges.

If reappointed, I will continue to do my best to make sound recommendations to the Board of Commissioners. I hope you agree that my track record and experience warrant my reappointment to the PARB. Thank you for your consideration.

Sincerely,

Roseanne Stocker

Roseanne Stocker
1481 Lambert Ave.
Flagler Beach



FLAGLER BEACH CITY COMMISSION

Item No. 9

City Manager's Report

Meeting Date: February 28, 2019

Issue: Kimley-Horn Project Order Number 2019-01 (South Central Ave. Daytona Ave, Swale Project)

From: Larry Newsom

Organization: City of Flagler Beach

RECOMMENDATION: To approve Project Order # 2019-01 with Kimley-Horn for consultant services see attached, which provides for the final design and contract administration of the recently accepted grant from the St. Johns River Water Management District which will provide for the construction of swales in South Central and Daytona Avenues from 10th Street to 26th Street, along with Oak Street, and Palm Drive.

BACKGROUND:

City Staff has recently met with representatives of this firm in regards to utilizing them to complete the design of this South Central Ave. and Daytona Ave, Swale Improvement Project. In that they were the company that recently successfully performed the conceptual design and grant application process they were the logical our first choice to perform the final design for the construction of roadside swales, and related drainage improvements per the conditions specified in this recently accepted grant from the SJRWMD. With your approval at this time they will under staff guidance be completing the design drawings as well as the preparation of bid documents, and related contract and grant administration functions. We have met with them recently and believe that we can utilize them in a beneficial way in this future capital improvement project's implementation process. We request your approval at this time.

BUDGETARY IMPACT: Currently we are planning to immediately initiate a Purchase Order for \$32,100 for Parts I in its entirety, and Part II – Task 1 only at this time, in order to complete final design / bid documents, and obtain competitive bid pricing. (Storm Water Improvements)

GL #405.5391.606300

LEGAL CONSIDERATIONS/SIGN-OFF: N/A

PERSONNEL: N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

IMPLEMENTATION/COORDINATION:

Attachments: Kimley Horn Project Order # 2019



INDIVIDUAL PROJECT ORDER NUMBER 2019-01

Describing a specific agreement between Kimley-Horn and Associates, Inc. ("Kimley-Horn" or the "Consultant"), and the City of Flagler Beach ("City" or the "Client") in accordance with the terms of the Master Agreement for Continuing Professional Services dated March 26, 2018, which is incorporated herein by reference.

Identification of Project:

Project: Contract Administration for the Central & Daytona Ave Drainage Improvements
Client: City of Flagler Beach
Phase I – Daytona Avenue
Phase II – Central Avenue

General Category of Services:

The St. Johns River Water Management District governing board recently awarded 2019 REDI Cost-Share Funding to the City of Flagler Beach for drainage improvements within the Central Avenue drainage basin. The overall objective of the Central Ave Drainage Improvements project is to provide support in the grant funding application and provide a remedial drainage plan for this project. The overall objective will be met by achieving the following goals:

1. The construction improvements consist of infiltration swales within the City Rights-of-Way that will provide some treatment and attenuation of stormwater.
2. Kimley-Horn will complete a remedial drainage improvement plan and contract specifications and provide contract administration services necessary for the 2019 REDI Community Flood Improvement project.
3. It is understood that the City of Bunnell will be providing the final Certification of Completion and as-built surveys as required per the conditions of the REDI Cost Share Funding agreement with SJRWMD.

Specific Scope of Basic Services:

PART I – CIVIL ENGINEERING SERVICES

Task 1 – Remedial Drainage Plan for Bid Purposes

Kimley-Horn will provide the following services:

- A. Kimley-Horn understands the service area includes Central Avenue and South Daytona Avenue from 9th Street South to 26th Street South.
- B. Kimley-Horn will design a series of shallow swale systems within the City of Flagler Beach Right of Way that will help retain and attenuate stormwater within this basin. No swale improvements are to be constructed in areas of homeowner improvements, driveways, mailboxes, and tree locations
- C. Existing right-of-ways, lot lines, edge of pavement, utilities, and right-of-way improvements will be approximated using information provided by Flagler County GIS and City of Flagler Beach.

- D. Kimley-Horn will prepare an opinion of probable construction costs for the grant project.
- E. Kimley-Horn will provide a haul route plan for the disposal of fill material. The disposal site and haul route will be determined by the Client.
- F. Kimley-Horn will estimate the cost associated with the construction of the grant project.
- G. Plans will be prepared without the benefit of horizontal control. Plans will be prepared using GIS data to approximate ROW and property boundary locations per the City of Flagler Beach.
- H. The design will be completed without the benefit of horizontal control and survey.
- I. It is understood that the Client has chosen to have the contractor request underground locates and geotechnical study at the time of construction.

Task 2 – Remedial Drainage Plan Review and Approval

Kimley-Horn will provide the following services:

- A. Kimley-Horn will submit 30% and 90% plans to the City of Flagler Beach for review. Per the Client's direction, SJRWMD is not included in this scope.
- B. Address comments.

PART II – BIDDING AND CONSTRUCTION PHASE SERVICES

Task 1 – Bid Procedure

Kimley-Horn will assist the City with the following services:

- A. Bid Document Preparation and Contractor Notification. Consultant will prepare and assemble construction bidding documents as defined by the Client. Consultant will issue bid packages for the submittal of quotations to perform the work and conduct pre-bid meetings with potential bidders. If requested by the Client, Kimley-Horn will tabulate the bids received and evaluate the compliance of the bids received with the bidding documents. We will prepare a written summary of this tabulation and evaluation.
- B. Pre-Construction Conference. Consultant will attend a Pre-Construction Conference prior to commencement of Work at the Site.

Task 2 – Construction Phase Services

Phase I	Daytona Avenue/Oak Street/Palm Street
Phase II	Central Avenue

Visits to Site and Observation of Construction. Consultant will provide up to 32 on-site construction observation services during the construction phase per the client's request. Consultant will make visits at intervals as directed by Client in order to observe the progress of the Work. Such visits and observations by Consultant are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on Consultant's exercise of professional judgment. Based on information obtained during such visits and such observations, Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Consultant will keep Client informed of the general

progress of the Work.

The purpose of Consultant's site visits will be to enable Consultant to better carry out the duties and responsibilities specifically assigned in this Agreement to Consultant, and to provide Client a greater degree of confidence that the completed Work will conform in general to the Contract Documents. Consultant shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall Kimley-Horn have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

Recommendations with Respect to Defective Work. Consultant will recommend to Client that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, Consultant believes that such work will not produce a completed Project that conforms generally to Contract Documents.

Clarifications and Interpretations. Consultant will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to Client as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by Client.

Change Orders. Consultant may recommend Change Orders to Client, and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.

Shop Drawings and Samples. Consultant will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.

Substitutes and "or-equal." Consultant will evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.

Inspections and Tests. Consultant may require special inspections or tests of Contractor's work as Consultant deems appropriate, and may receive and review certificates of inspections within Consultant's area of responsibility or of tests and approvals required by laws and regulations or the Contract Documents. Consultant's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Consultant shall be entitled to rely on the results of such tests and the facts being certified.

Disagreements between Client and Contractor. Consultant will, if requested by Client, render written decision on all claims of Client and Contractor relating to the acceptability of Contractor's

work or the interpretation of the requirements of the Contract Documents pertaining to the progress of Contractor's work. In rendering such decisions, Consultant shall be fair and not show partiality to Client or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

Applications for Payment. Based on its observations and on review of applications for payment and accompanying supporting documentation, Consultant will determine the amounts that Consultant recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Consultant's representation to Client, based on such observations and review, that, to the best of Consultant's knowledge, information and belief, Contractor's work has progressed to the point indicated and that such work-in-progress is generally in accordance with the Contract Documents subject to any qualifications stated in the recommendation. In the case of unit price work, Consultant's recommendations of payment will include determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests.

By recommending any payment, Consultant shall not thereby be deemed to have represented that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Consultant in this Agreement. It will also not impose responsibility on Consultant to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, nor to determine that title to any portion of the work in progress, materials, or equipment has passed to Client free and clear of any liens, claims, security interests, or encumbrances, nor that there may not be other matters at issue between Client and Contractor that might affect the amount that should be paid.

Substantial Completion. Consultant will, after notice from Contractor that it considers the entire Work ready for its intended use, in company with Client and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list. If after considering any objections of Client, Consultant considers the Work substantially complete, Consultant will notify Client and Contractor.

Final Notice of Acceptability of the Work. Consultant will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Consultant may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Consultant shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of Consultant's knowledge, information, and belief based on the extent of its services and based upon information provided to Consultant upon which it is entitled to rely.

Limitation of Responsibilities. Consultant shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. Consultant shall not have the authority or responsibility to stop the work of any Contractor.

PART III – REDI GRANT CONTRACT ADMINISTRATION

Task 1 – REDI Grant Contract Administration

Kimley-Horn will perform construction contract administration for the REDI Innovative Cost-Share

Agreement ("AGREEMENT"), between the St. Johns River Water Management District (SJRWMD) and the City of Flagler Beach. Services under this task include:

- A. Project kick-off; and
- B. Records management.

Task 2 – Project Deliverables

- A. **INVOICES.** Preparation of invoices to be submitted to the District for reimbursement will be a combined effort between Client and Kimley-Horn. While Kimley-Horn will collect and compile the necessary documentation to support the invoices, the invoices shall be prepared by the Client.

- 1. **Invoice Documentation.** Kimley-Horn shall prepare documentation for the Client to supplement the invoices the Client will send to the District. Such invoices need to be provided in a timely fashion to the District for actual construction costs in accordance with the REDI Innovative Cost- Share Agreement to enable proper review by the District's Project Manager and Budget Specialist prior to payment authorization. Invoices need to be submitted quarterly, with appropriate substantiation that demonstrates that the applicant has paid for the total work cost and is seeking reimbursement up to the match amount.

Client shall provide the following to Kimley-Horn quarterly:

- a. Copy of the contractor's invoice submitted to the Client;
 - b. Proof of payment of contractor's invoice by the Client;
 - c. Other required supporting documentation for reimbursement up to match amount;
 - d. Client shall provide Kimley-Horn with copies of receipts for all materials and a system report showing documentation of staff time or other proof of staff time expenses for the Project; and Kimley-Horn will comply with cost accounting practices and procedures required for reimbursement of cost share funds expended and will provide the Client with a complete invoice package. The deliverable prepared by Kimley-Horn will include items from Client as listed in the above paragraph as well as prepare and provide:
 - o Required interim progress status summaries including inspections, meeting minutes, field notes, and dated color photographs of the construction completed.

Client shall be responsible for submitting all finalized invoices and documentation directly to the District's Project Manager and Budget Specialist.

- B. **PROGRESS REPORTS.** Kimley-Horn will prepare quarterly project update/status reports as provided in the Statement of Work provided in the Agreement. These project update/status reports will provide detail on progress of the project and outline any potential issues affecting completion or the overall schedule. Kimley-Horn will use the District's Project Progress Report form for this reporting. Kimley-Horn will prepare and provide Client with:

- 1. Quarterly progress reports that identify project progress to date, key milestones reached,

overall project schedule versus time for project completion, an updated spend-down plan, key issues to be resolved, and include project construction photos, pursuant to the AGREEMENT.

Kimley-Horn will submit the Project Progress Reports to the Client for review and approval. Client shall be responsible for providing the reports to the District's Project Manager and District's Budget Specialist.

Such project update/status reports shall be submitted to the District within 15 days after the closing date of each calendar quarter (March 31, June 30, September 30 and December 31).

- C. **CERTIFICATION OF CONSTRUCTION COMPLETION.** Kimley-Horn will provide the Client with a Certification of Construction Completion upon completion of the Project. Client shall be responsible for submitting all Certification of Construction Completion to the District's Project Manager and Budget Specialist.

SERVICES NOT INCLUDED. The Client and Kimley-Horn agree that the following services are not included in this scope of services, and that the Client shall be responsible for the following:

- Completing and obtaining final project design, construction plans, and specifications;
- Obtaining all required permits, including right of access to the project sites, related to project construction and subsequent operation and maintenance of the completed work;
- Assuring compliance with all permits and permit conditions;
- Providing procurement for project construction;
- Performing supervision and inspection of construction;

Task 3 – Performance Monitoring

Regulatory Construction Inspections. In compliance with the AGREEMENT, for as long as the project is operational, the District shall have the right to inspect the operation of the project during normal business hours upon reasonable prior notice. Kimley-Horn will make available to the City and the District any data that is requested pertaining to performance of the project. Kimley-Horn will be available to participate in four (4) inspections of the project as requested by the Client. Additional participation shall be at an hourly charge pursuant to our schedule of fees. Kimley-Horn will provide follow-up documentation as requested by the District (once per each inspection, as necessary).

CONSTRUCTION PHASE SERVICES - MEANS AND METHODS

The Consultant shall have no responsibility for any of contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods, that the contractor shall indemnify the Client and the Consultant for all claims and liability arising

out of job site accidents, and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

Schedule:

Kimley-Horn will initiate work on the Project within two weeks of an executed notice to proceed from the City. Kimley-Horn will develop and provide a project schedule at the initial kickoff meeting. Kimley-Horn will maintain and update the project schedule throughout the execution of the Project.

Additional Services if required:

Services requested that are not specifically included in this Agreement will be provided under a new and separate IPO agreement or can be performed on an hourly basis upon written authorization. Please note construction phase services are not included in this scope.

Method of Compensation:

Services under Part I - Tasks 1 and 2; Part II – Task 1; and Part III – Tasks 1, 2 and 3, will be provided on a lump sum fee of \$72,100. This estimate will not be exceeded without prior approval from the City. Services provided under Part II - Task 2 will be provided on a labor fee plus expense (hourly) basis, with estimated costs of \$37,000. LABOR fees will be billed on an hourly basis according to our contracted rates.

Task	Description	Fees
PART I – CIVIL ENGINEERING SERVICES		
Task 1	Remedial Drainage Plan for Bid Purposes	\$18,000
Task 2	Remedial Drainage Plan Review and Approval	\$5,600
Part I – Total Lump Sum:		\$23,600
PART II – BIDDING AND CONSTRUCTION PHASE SERVICES		
Task 1	Bid Procedure	\$8,500
Task 2	Construction Phase Services	
	Phase I – Daytona Avenue/Oak Street/Palm Street	\$9,000 (hourly)
	Phase II – Central Avenue	\$9,000 (hourly)
Part II – Total Hourly:		\$18,000
Part II – Total Lump Sum:		\$8,500
PART III – CONTRACT ADMINISTRATION		
Task 1	Contract Administration	\$8,610
Task 2	Project Deliverables	\$19,750
Task 3	Performance Monitoring	\$11,640
Part III – Total Lump Sum:		\$40,000
Project Total Hourly:		\$18,000
Project Total Lump Sum:		\$72,100

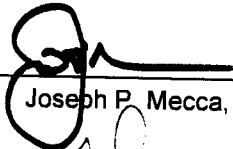
Services provided under this IPO will be invoiced on a monthly basis. All invoices will include a description of services provided.

ACCEPTED:

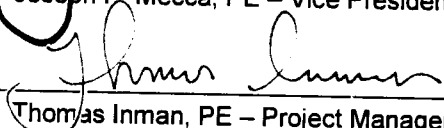
THE CITY OF FLAGLER BEACH, FLORIDA

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

BY:  _____
Joseph P. Mecca, PE – Vice President

BY: _____

BY:  _____
Thomas Inman, PE – Project Manager

DATE: _____

DATE: February 12, 2019



FLAGLER BEACH CITY COMMISSION

City Manager's Report

Item No. 10

Meeting Date: February 28, 2019

Issue: Consider Application #AP-18-11-02 Appeal of the fee assessed in the enforcement of interpretation of the Tree Replacement Regulations per Section 2.06.09(13) C of the Land Development Regulations – Applicant Ted Doss.

From: Penny Overstreet, City Clerk

Organization: City of Flagler Beach

RECOMMENDATION:

BACKGROUND: The Commission reviewed this Appeal at the December 13, 2018 meeting below are the minutes:

CONSIDER APPLICATION AP 18-11-02 SEEKING RELIEF FROM AN AFTER-THE-FACT TREE REMOVAL PERMIT PENALTY FEE, AS PROVIDED FOR IN SECTION 2.06.09 TREE AND VEGETATION REMOVAL; TREE PROTECTION (13) AFTER-THE-FACT PERMITS AND PENALTIES FOR UNAUTHORIZED REMOVAL – APPLICANT TED DOSS: Attorney Smith referred the Commission to the Planning & Zoning Board's recommendation to reduce the fee to \$300.00. Attorney Smith advised PARB hears the request and makes a recommendation to Commission, the Commission makes the final decision. Commissioner Carney, Mealy and Shupe do not feel there was a hardship, based on the information from the applicant and staff. Chairman Belhumeur opened public comment. No comments were received. Chairman Belhumeur closed public comment. Motion by Commission Shupe that we deny the request. Commissioner Mealy seconded the motion. The motion carried unanimously.

Mr. Doss contacted the Building Department and claims he was not notified of the meeting. I assumed he was provided notice when his appeal was scheduled with the Planning Board. In light of this and to provide due process the item is again before you for a decision and Mr. Doss advised he will be present to speak on his behalf.

BUDGETARY IMPACT:

LEGAL CONSIDERATIONS/SIGN-OFF: N/A

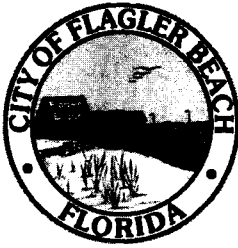
PERSONNEL:

POLICY/REQUIREMENT FOR BOARD ACTION:

IMPLEMENTATION/COORDINATION:

Attachments

- Appeal application and summary from Planner.
-



City of Flagler Beach

TO: Don Deal, Chairperson, Planning and Architectural Review Board
Planning and Architectural Review Board Members

FROM: Larry Torino, City Planner

RE: #AP 18-11-02 – Appeal of the fee assessed in the Enforcement and Interpretation of the Tree Replacement Regulations per Section 2.06.09 (13) C.

DATE: November 7, 2018

Update Summary:

The applicant appeared before the Planning and Architectural Review Board (PARB) at the meeting of November 13, 2018. The PARB voted unanimously to recommend to the City Commission that the After-the Fact permit fee be reduced from \$500.00 to \$300.00.

Summary:

Applicant: Doss Ted J &
Linda A H&W
1628 S Daytona Ave
Flagler Beach, FL 32136

Property Owner: Same as above

Property Location: 1628 S. Daytona Ave

Tax Parcel I.D. # 18-12-32-2750-00120-0080

On October 9, 2018 MR. Doss was issued a Notice of Violation for the removal of trees without a permit.

As provided for in Appendix A, *Land Development Regulations (LDR's)*, Article II., Zoning, Section 2.06.09 (13) C, Mr. Doss seeks relief from the five-hundred dollar (\$500.00) fee amount levied against him. Section 2.06.09 (13) C. provides an appeal opportunity if initiated within thirty (30) days of the service of the notice. The regulatory language continues the stay requirement of obtaining an after-the-fact permit until a final determination and recommendation to the City Commission has been rendered by the PARB.

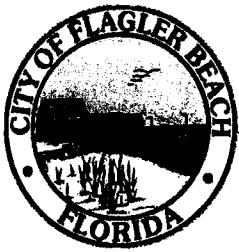
Per the LDR's, the PARB shall only have authority to determine if the after-the-fact permit is required pursuant to the provisions of this section. In the event the PARB shall determine that a permit is required, it may, upon a showing of good cause and/or hardship, make a recommendation to the city commission that the fee for the after-the- fact permit be reduced.

It is further noted that the issuance of an after-the-fact permit, as herein required, shall not relieve the owner of the property from the requirement of replacement required under this section.

Staff Assessment:

1. Unauthorized trees were removed from the property during the construction phase of an accessory structure (Building Permit No. PB 181880). Retaining the trees in question served as justification to shift the siting of the proposed structure at the request of Mr. Doss.

See the attached Staff Report and Notice of Violation for a more thorough explanation.



City of Flagler Beach

P.O. Box 70 • 116 3rd Street South
Flagler Beach, Florida 32136
Phone (386) 517-2000 • Fax (386) 517-2016

Appeal of Zoning Administrator Decision

1. Applicant Name: TEDDY Joe DOSS
2. Applicant's Address: 1628 South DAYLAW Ave FLAGLER BEACH FL

The above named requests to appear before the Planning and Architectural Review Board for the purpose of appealing the decision of the administrative staff as it relates to: (State reason of appeal):

I Apologizes for my mistake by Assuming i Didnt need permit to remove my Palm Tree Lanny gave me
Help but it was A Saturday they were forming my sink to be
calculation was wrong had to move the palm tree to make it work

Pursuant to Sec. 2.06.09. - Tree and vegetation removal; tree protection.

C. An appeal taken within thirty (30) days of the service of the notice given by the city manager or designee shall stay the requirements of obtaining an after-the-fact permit until there has been a final determination by the planning and architectural review board. The planning and architectural review board shall only have authority to determine if the after-the-fact permit is required pursuant to the provisions of this section. In the event the planning and architectural review board shall determine that a permit is required, it may, upon a showing of good cause and/or hardship, make a recommendation to the city commission that the fee for the after-the-fact permit be reduced.

Date: 11/8/14

Received by: Ted Doss

Planning and Architectural Review Board Hearing Date: _____

So i cut it down I understand And respect the Law
but i planted All the green palms in my yard and i love my palms
They look nice. I understand you dont want people to start removing all
the trees so it looks ugly so they removed because they had the Robert
Already that. I have permits for everything im doing and i wouldnt
have done it wrongly intentionally. so im sorry about this matter
Have done you guys work hard to make place for a great place to live
I thank you for that Thankyou God Bless

Planning and Building Department

Ted Doss



City of Flagler Beach

To: Don Deal, Chairperson, Planning and Architectural Review Board
Planning and Architectural Review Board Members

FROM: Larry Torino, City Planner

RE: #AP 18-11-02 – Appeal of the fee assessed in the Enforcement and Interpretation of the Tree Replacement Regulations per Section 2.06.09 (13) C.

DATE: November 7, 2018

Applicant: Doss Ted J &
Linda A H&W
1628 S Daytona Ave
Flagler Beach, FL 32136

Property Owner: Same as above

Property Location: 1628 S. Daytona Ave

Tax Parcel I.D. # 18-12-32-2750-00120-0080

Summary:

On October 9, 2018 MR. Doss was issued a Notice of Violation for the removal of trees without a permit.

As provided for in *Appendix A, Land Development Regulations (LDR's)*, Article II., Zoning, Section 2.06.09 (13) C, Mr. Doss seeks relief from the five-hundred dollar (\$500.00) fee amount levied against him. Section 2.06.09 (13) C. provides an appeal opportunity if initiated within thirty (30) days of the service of the notice. The regulatory language continues the stay requirement of obtaining an after-the-fact permit until a final determination and recommendation to the City Commission has been rendered by the PARB.

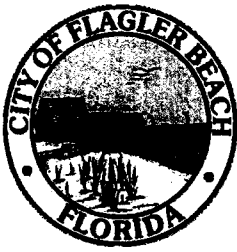
Per the LDR's, the PARB shall only have authority to determine if the after-the-fact permit is required pursuant to the provisions of this section. In the event the PARB shall determine that a permit is required, it may, upon a showing of good cause and/or hardship, make a recommendation to the city commission that the fee for the after-the- fact permit be reduced.

It is further noted that the issuance of an after-the-fact permit, as herein required, shall not relieve the owner of the property from the requirement of replacement required under this section.

Staff Assessment:

1. Unauthorized trees were removed from the property during the construction phase of an accessory structure (Building Permit No. PB 181880). Retaining the trees in question served as justification to shift the siting of the proposed structure at the request of Mr. Doss.

See the attached Staff Report and Notice of Violation for a more thorough explanation.



City of Flagler Beach

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

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

Mr. Ted J. Doss
1628 S. Daytona Avenue
Flagler Beach, Florida 32136

October 9, 2018

Re: Tree Removal – PB181880 (12'x24' shed structure)

Dear Mr. Doss,

I made an unannounced visit to your property several weeks ago, as you may recall. The visit was due in large to concerns expressed by the neighboring property owner for purposes unrelated to trees. By chance, you were present and on the property wherein we discussed the concerns expressed by your neighbor, the general nature of the work being done and your intentions for the structure, amongst other things. I questioned you about the fate of the trees and my shock that the trees were removed. You responded that the trees were too close to the building and interfered with construction. I expressed to you at that time that there are consequences and can be held accountable the action taken.

As such, in keeping with the Land Development Regulations as it relates to unauthorized removal of trees as provided for in **Sec. 2.06.09. - Tree and vegetation removal; tree protection.** the circumstances specific to these circumstances are subject to the following:

(13) After-the-fact permits and penalties for unauthorized removal.

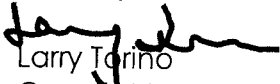
A. Any person who shall remove any tree or vegetation from a lot without first having applied for and received a permit therefor as required by this section, shall within thirty (30) days after notice by the city manager or designee, apply for and obtain an after-the-fact permit. The fee for each permit shall be five hundred dollars (\$500.00) to off-set the cost to the city of investigation and enforcement of the city's ordinances relating to tree and vegetation removal plus the appropriate fee in lieu of replacement provided in section 2.06.09.11. Failure to obtain a permit within thirty (30) days after service of notice, unless stayed as hereafter provided, shall constitute a continuing violation of this ordinance and shall subject the violator to a fine of up to two hundred fifty dollars (\$250.00) for each a day the violation continues, to be levied by the local code enforcement board or special magistrate as authorized by general law. The determination by the city manager or designee that a tree or vegetation has been removed without a permit may be appealed to the planning and architectural review board within thirty (30) days after service of the notice.

B. Notice of the requirement to obtain an after-the-fact permit shall be given by the city manager or designee to the owner of the property upon which the removed tree or vegetation was located by hand delivery or by certified mail addressed to the owner at the address as shown by such tax rolls. In the event that removal of the tree or vegetation shall appear to have been done in conjunction with the construction of an improvement for which a building permit has been issued, such notice may be given by certified mail to the owner as shown by the building permit or notice of commencement.

C. An appeal taken within thirty (30) days of the service of the notice given by the city manager or designee shall stay the requirements of obtaining an after-the-fact permit until there has been a final determination by the planning and architectural review board. The planning and architectural review board shall only have authority to determine if the after-the-fact permit is required pursuant to the provisions of this section. In the event the planning and architectural review board shall determine that a permit is required, it may, upon a showing of good cause and/or hardship, make a recommendation to the city commission that the fee for the after-the-fact permit be reduced.

D. The issuance of an after-the-fact permit, as herein required, shall not relieve the owner of the property upon which a removed tree shall have been located from the requirement of replacement required under this section.

Sincerely,



Larry Torino
Growth Management

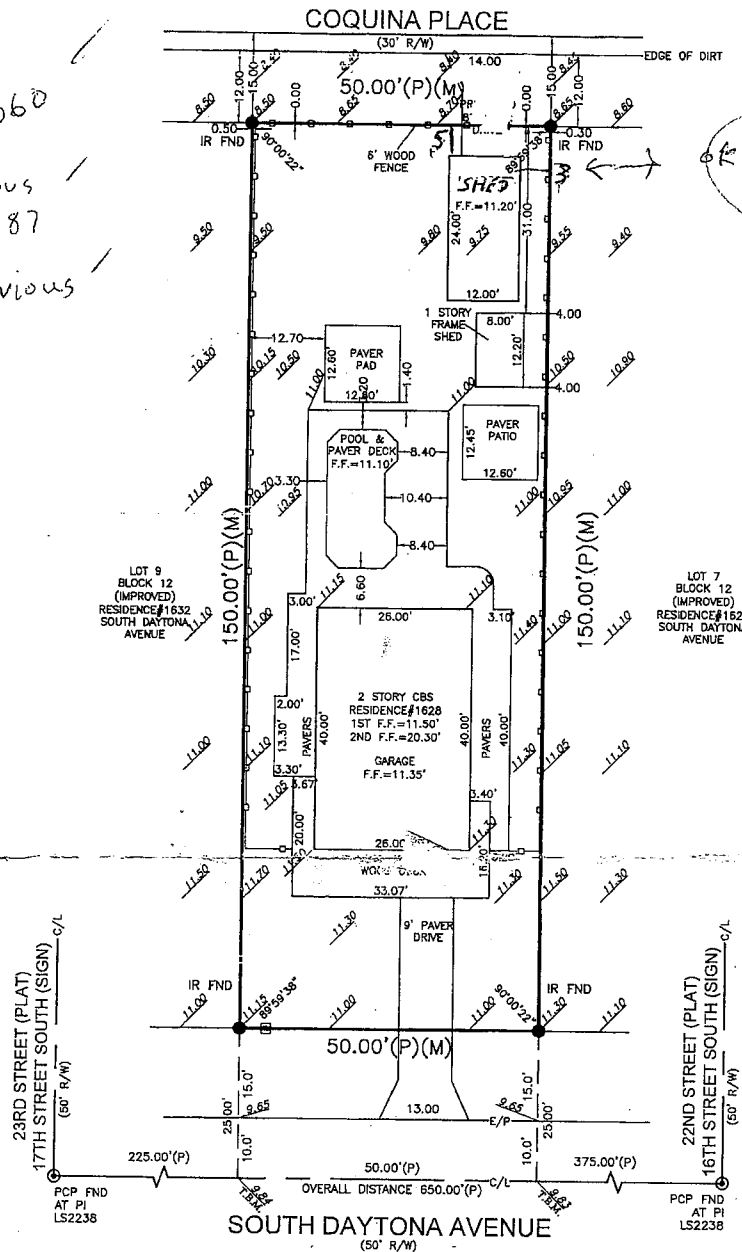
c.c. Drew Smith, City Attorney
Rick McFadden, Chief Building Official
Marlene Beams, Permit Technician
Robert Jones, Code Enforcement Officer

Total Lot 7500

New Structure 360

Total Impervious 3187

4200 Impervious

NORTH
SCALE: 1"=20'

TYPE OF SURVEY: BOUNDARY / LOCATION / TOPOGRAPHIC / PLOT PLAN

NOTE: PURSUANT TO FLORIDA STATE LAW, THIS SURVEY IS VALID NO MORE THAN 90 DAYS FROM DATE OF LAST FIELD WORK

DESCRIPTION: LOT B, BLOCK 12, FUQUAY SUBDIVISION, AS RECORDED IN MAP BOOK 1, PAGE 26, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

LEGEND:

- IR&C 5/8" Iron Rod & Cap set
- IR&D 5/8" Iron Rod & Cap found
- P 1/2" Iron Pipe
- N/D Nail and Disk set
- N/D Nail and Disk found
- PCP Permanent Control Point
- CM 4"x4" Concrete Monument set
- CM 4"x4" Concrete Monument found
- CM Found
- C/L Center Line
- E/P Edge of Pavement
- R/W Right of Way

- Delta
- R Radius
- L Length
- CB Chord Bearing
- CH Chord Distance
- PC Point of Curvature
- PI Point of Intersection
- MSL Mean Sea Level
- C.M.P. Corrugated Metal Pipe
- C.B.S. Concrete Block & Slab
- O.R. Official Records Book & Page
- N.G.V.D. National Geodetic Vertical Datum
- N.A.V.D. North American Vertical Datum

- B.M. Bench Mark
- T.B.M. Temporary Bench Mark
- TOE Top of Bank
- O/E Overhead Electric
- P/P Power Pole
- PEP Pole
- M Monolith
- TR Telephone Riser
- Cable Television Riser
- Water Meter
- Electric Meter
- Fire Hydrant

- W.V. Water Valve
- C.C. Concrete
- C/S Concrete Slab
- A/C Air Conditioner Pad
- L.S. Licensed Surveyor
- F.F. Finish Floor Elevation
- N.R. Non-Roaded to Curve
- D Dead
- P.B. Plot Bearing & Distance
- M.B. Measured Bearing & Distance

NOTES

1. The entire map encompassing this survey is recorded in Map Book 1, Page 26.
2. Elevations refer to MVD 1929 datum and reference local datum.
3. Underground improvements and utilities not located.
4. No bearings shown on this plat.
5. Property lies in Flood Zone "X", with reference to Map No. 12035C02530, Effective Date: July 17, 2006. This location is based on maps prepared by the Federal Emergency Management Agency, Flood location and flood zone determination rest with said agency and based on N.G.V.D. 1929 datum.
6. Description provided by client.
7. No search for encumbering instruments was made by surveyor.
8. Error of closure meets or exceeds 1:7500 feet.

PREPARED FOR:

TED DOSS
1628 SOUTH DAYTONA AVENUE
FLAGLER BEACH, FL 32136

swa

STEPHENSON, WILCOX
& ASSOCIATES, INC.

204 N. Railroad Street PO Box 186 Bunnell FL 32110
Phone: 386.437.2363 Fax: 386.437.0030
Email: info.swa@gmail.com

CIVIL ENGINEERS • LAND SURVEYORS • CONSULTANTS • PLANNERS

TYPE SURVEY:	FIELD DATE	OFFICE DATE	JOB NO.	BY:
Boundary	05/04/17	07/25/17	17-1305	CJB
Formboard				
Foundation				
Final				

I hereby certify that the survey represented hereon meets or exceeds the minimum standards established pursuant to Section 472.027, Florida Statutes, and adopted in Chapter 5J-17 Florida Administrative Code.

DAN A. WILCOX, PSM No. 5749, PE No. 57633

DAVID T. WILCOX, PSM No. 5871

Not valid without the signature and the original raised seal of a Florida Licensed surveyor and mapper.

SHEET
1 of 1



FLAGLER BEACH CITY COMMISSION

City Manager's Report

Item No. 11

Meeting Date: February 28, 2019

Issue: Consider a request for co-sponsorship of a Special Event: Urban Surf for Kids Surf Camp – Debora Stewart.

From: Penny Overstreet, City Clerk

Organization: City of Flagler Beach

RECOMMENDATION: I am awaiting more information from Staff before a recommendation can be made, Hope to have an updated summary for you early next week – P.

BACKGROUND:

City Clerk: The applicant will need to complete additional applications, the Special event ordinance does not permit an event to be longer than three days. I am awaiting a report from Accounting Clerk regarding full cost associated with lifeguard hours.

BUDGETARY IMPACT:

LEGAL CONSIDERATIONS/SIGN-OFF: N/A

PERSONNEL:

POLICY/REQUIREMENT FOR BOARD ACTION:

IMPLEMENTATION/COORDINATION:

Attachments

- Application
- Staff Emails

City of Flagler Beach Agenda Application

INDIVIDUAL'S NAME: US4K DEBORA STEWART

BUSINESS NAME: URBAN SURF 4 KIDS
(If Applicable)

STREET ADDRESS: 1120 RIVERSIDE DR # B
(If within City of Flagler Beach)

MAILING ADDRESS: HOLLY HILL, FL 32117
(Please provide City & Zip Code)

PHONE NUMBER: 619 253-5589

EMAIL: debora@us4k.org

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

REQUEST FOR CO-SPONSORSHIP AND
PARTICIPATION OF TWO LIFEGUARDS
AT EACH CAMP EVENT.

BACKGROUND INFORMATION REGARDING THE SUBJECT:

EIGHT SUMMER SURF CAMPS WILL BE HELD IN FLAGLER
BEACH AS A PART OF THE COUNTY-WIDE SWIM AND
SURF INITIATIVE AIMED AT PREVENTING DROWNING
AND FOSTERING WATER SAFETY. MORE THAN A DOZEN
PARTNERS HAVE JOINED FORCES INCLUDING ROTARY
CLUB OF FLAGLER BEACH, URBAN SURF 4 KIDS, CITY OF PALM
COAST, FLAGLER COUNTY, DCF, AND MORE TO CREATE
A SERIES OF PROGRAMS TO SAVE LIVES AND ESPECIALLY
TARGET OUR MOST AT RISK CHILDREN.
(OVER)

City of Flagler Beach

Agenda Application Continued

REQUESTED ACTION SOUGHT FROM THE COMMISSION:

CD- SPONSORSHIP

ATTACHMENTS:

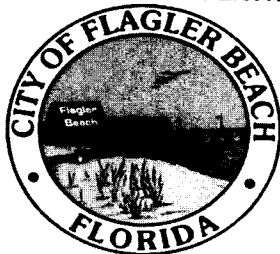
Please note the City Commission's Rules of Procedures require all supporting documents to be provided at the time the agenda application is submitted. Please refrain from handing out material at the Commission Meetings.

The maximum time allowed for each request is 10 minutes.


SIGNATURE OF APPLICANT

7-6-2019
DATE

City of Flagler Beach
SPECIAL EVENTS APPLICATION



105 South 2nd Street,
Post Office Box 70
Flagler Beach, Florida 32136
Phone (386) 517-2000 Fax (386) 517-2008

INSTRUCTIONS:

Please print or type all information. The application must be filled out accurately and completely. Answer all questions. Do not leave an item blank. If an item does not apply, write N/A (not applicable). Incomplete applications will not be considered. All statements made on the application are subject to verification.

If you have a 5013 C exemption certificate please attach a copy to this application for the application fee waiver.

OFFICE USE ONLY
DATE REC'D _____

FEE REC'D \$ _____

INITIALS: _____

APPROVED ☐

DISAPPROVED ☐

REASONS: _____

PX _____

BY: _____

CITY SPONSOR: ☐ YES

☐ NO

Please type or print legibly
Required Information

Name of Event _____

Producer/Promoter: URBAN SURF 4 KIDS SURF CAMP

Type of Organization: ☒ non-profit _____ profit _____ charitable _____ government _____

Will the City be asked to sponsor or co-sponsor? _____ Yes _____ No

Contact Person: DEBORAH STEWART

Address: 1120 RIVERSIDE DR. STORE # B

City: _____ State: _____ Zip: _____

Work Phone: _____ Home Phone: _____

Fax: _____ Mobile Phone: _____

E-Mail Address: _____

Billing Information

Is the party responsible for billing same as above? _____ Yes _____ No

If No, please provide the proper information below:

Attention: _____

Address: _____

City _____ State _____ Zip _____

Work Phone: _____ Fax: _____

EVENT INFORMATION

Event Name: US 4K / ROTARY

Date(s) Requested: JUNE 7th, 14th, 21st, 28th, JULY 12th, 19th, 26th, AUG 2nd

Location: 6th STREET SOUTH OF THE PIER

Brief Description of Event:

FUN SUNF CAMP

Site Plan Attached? ☐ Yes ☐ No

If No, explain here:

Will admission fee be charged for event? ☐ Yes ☐ No

Event Time: Date JUNE 7 Start 9:00 AM End 1:00 PM

Date JUNE 14 Start 9:00 AM End 1:00 PM

Date JUNE 21 Start 9:00 AM End 1:00 PM

Date JUNE 28 Start 9:00 AM End 1:00 PM

Set Up: Date JULY 12 Start 8:00 AM End 9:00 AM

Break Down: Date JULY 19 Start 8:00 AM End 9:00 AM

Rain Date: Date JULY 26 Start 8:00 AM End 9:00 AM

Total Number of Expected attendees\participants: 40

Age Breakdown: 10 1-10 10 11-18 10 19-25 10 26-40 10 Over 40

Have you held this event previously? ☐ No ☒ Yes

If Yes, Previous Date(s): 2 YEARS AGO, AND IF/WHEN OUR APRIL 13th EVENT APPROVED

Location: BLAGIER PIER NORTH & SOUTH AREAS

Does this event differ from previous years? ☒ No ☐ Yes

If Yes, explain how:

SIGNS/BANNERS

Will you require signs and banners at your event? ☐ No ☒ Yes

If Yes, list # and dimensions of each:

Proposed locations: REGULAR SIZE FEATHER BANNERS

ENTERTAINMENT

Will there be entertainment? ☒ No ☐ Yes

If Yes, a complete detailed listing of names and times must be provided for all entertainment.

Will you be using a sound system? ☒ No ☐ Yes

If Yes,

Contractor: _____ Type System _____

Note: City ordinances require

Sound Times Date: _____ Start _____ am/pm End _____ am/pm

Date: _____ Start _____ am/pm End _____ am/pm

Will there be games or rides? ☐ No ☒ Yes

If Yes, list all: BEACH GAMES

(Including but not limited to: carnival ride, bounce house or other inflatable, rock wall, etc.)

SPECIAL EFFECTS

Will there be special effects used? ☐ No ☐ Yes

If Yes, complete the rest of this section:

Type of Effects: Fireworks ☐ Laser light show ☐ Other _____

**Note: Flagler Beach Fire Department will issue a permit contingent upon separate insurance being provided for fireworks*

Time(s) of Special Effects Date: _____ Start _____ am/pm End _____ am/pm

Date: _____ Start _____ am/pm End _____ am/pm

Location: _____

Effects Producer/Company: _____

Address: _____

Phone: _____ Fax: _____

PARADES

Parade permits for SR A1A or SR 100 are provided by FDOT. The City will apply for the permit but can not guarantee approval. A map of the route designating requested street closures must be attached.

Estimated number of parade units in each category:

_____ Bands	_____ Floats	_____ Cars	_____ Marching units	_____ Miscellaneous
Parade time	Date: _____	Start _____	am/pm _____	End _____ am/pm
Set-up time	Date: _____	Start _____	am/pm _____	End _____ am/pm
Break down	Date: _____	Start _____	am/pm _____	End _____ am/pm
Rain date	Date: _____	Start _____	am/pm _____	End _____ am/pm

TRAFFIC

Will normal traffic patterns be altered by the event? ☒ No

If Yes, explain: _____

Will public parking, streets, sidewalks, etc. be restricted or obstructed?

☒ No ☐ Yes (If yes, designate on site sketch)

Does your plan include on-site parking? ☒ No ☐ Yes (If yes, designate on site sketch)

Does your plan include off-site parking? ☒ No ☐ Yes (If yes, designate on site sketch)

Will shuttles be used to transport? ☒ No ☐ Yes

FACILITY REQUIREMENTS

Will you utilize temporary structures at event? ☐ No ☒ Yes

If yes, indicate # of each: _____ Stages ☒ Tents _____ Scaffolding _____ Booths _____ Fences
_____ Concession Stands _____ Miscellaneous

Location of these structures on site sketch required.

Note: Special Permits are required for tents exceeding 200 sq.ft. Special Building permits are required for temporary structures 700 or more sq.ft in area and those that are four feet above grade.

How many tents exceeding 200 sq.ft. will be used? _____ List tent location and size: _____

Will you need electric? ☒ No ☐ Yes

If yes, type of equipment: _____ # of Amps needed: _____

Will you employ an electrician? ☒ No ☐ Yes

If yes, provide name & phone number: _____

PROPOSED RETAIL SALES

*** Note: All vendors are required to complete an Itinerant Merchants License application**

Estimated total number of vendors: _____ Estimated # of each type of vending: _____ Crafts
_____ Clothing _____ Food/Beverage _____ Jewelry _____ Misc (Describe in detail below.)

Prepared Food and Alcoholic Beverages\Liquor Liability

Will food\beverage be prepared\sold at this event? _____ No _____ Yes (If yes, see below.)

Note: Fire extinguishers are required and will be inspected by the Flagler Beach Fire Department, Department of Business & Professional Regulation or Department of Agriculture licenses are required and copies must be provided to the City, additional liability insurance required as set by Special Events Ordinance.

Will alcoholic beverages be dispensed, provided or served? _____ No _____ Yes (If yes, see below.)
Note: Liquor Liability Coverage required.

Name of Organization licensed to serve alcohol at this event: _____

This organization is _____ for profit _____ not for profit

RESTROOM FACILITIES

Toilet Facilities available?* _____ No ☒ If Yes, how many: _____

*STANDARD LOCAL
RESTROOM FACILITIES*

Will you provide Port-o-lets?* _____ No _____ If Yes, how many: _____ (Designate on site plan.)

**Note: ADA requires one handicapped restroom in each group of restrooms*

AMERICANS WITH DISABILITIES ACT

ADA requires with accessibility guidelines as adopted by the State of Florida are now in effect.

SANITATION

Please review the Special Events Ordinance, and Resolution 2008-32 regarding fees for sanitary requirements.

POLICE SERVICES\CROWD CONTROL

Please review the Special Events Ordinance for Police\Security requirements.

LIABILITY INSURANCE WILL BE REQUIRED

See Special Events Ordinance for insurance\indemnity requirements

SIGNATURE(S)

I understand this is an application only and does not obligate the City in any fashion to reserve any facility location or approve an event. I also understand that if application is approved, non-compliance with event ordinances and agreements within these pages, could impact future event terms or approvals.

Signature of Applicant [Signature] Date 2/6/2019
Title of Applicant Exec. Director
Affiliation CO-FOUNDER USA/K

CITY OFFICIALS

To be signed after review of application by department heads
or at Special Event Planning Meeting, if required.

Chief of Police	_____	Date	_____
Fire Chief	_____	Date	_____
Sanitation	_____	Date	_____
City Manager	_____	Date	_____
City Commission Chair	_____	Date	_____

Penny Overstreet

From: Robert Pace
Sent: Wednesday, February 20, 2019 10:26 AM
To: Penny Overstreet
Cc: Matthew Doughney; Stephen Cox; Tom Gillin
Subject: RE: Special Event App

Penny,

There are no issues as far as the fire department. Tom will need to confirm he can provide 2 guards daily with the staff he has in place.

Thanks,
Bobby

From: Penny Overstreet
Sent: Wednesday, February 20, 2019 9:19 AM
To: Tom Gillin; Robert Pace; Matthew Doughney
Cc: Stephen Cox; Lance Blanchette; Larry Newsom
Subject: Special Event App

Please provide comments and recommendation's, this request is going before the City Commission on February 28th to consider co-sponsorship in the form of 2 lifeguards for each day. I would like to have your feedback before 11:100 a.m. on Friday, 2-22-2019, so it can be included in the agenda packet.

Thank you,
Penny



FLAGLER BEACH CITY COMMISSION

City Manager's Report

Item No.12

Meeting Date: February 28, 2019

Issue: Consider a request for Pier rental – Applicant Travis Pauley, Pastor

From: Penny Overstreet, City Clerk

Organization: Salty Church

RECOMMENDATION: Staff recommends the applicant be permitted to rent the pier for the service, and the temporary waiver approved.

BACKGROUND: At the September 24, 2015 Commission meeting Ordinance 2015-10 and Resolution 2015-26 were approved adopting regulations and establishing fees for the rental of the Municipal Pier. No request has been received for alcohol consumption, therefore it is assumed a police presence will not be necessary, however that is at the discretion of the Police Chief and if he so recommends and officer, I would advise the applicant and notify them of the requirement to pay the three-hour minimum and it is to be paid at the end of the event directly to the officer assigned. The applicants are requesting a four-hour rental. At a rate of 115.00 per hour. Section 6-28. - Use charges, from the Code of Ordinance states:

The use of the municipal pier for special events or any portion thereof shall be limited to a maximum of six (6) times per calendar year, and not more than once per month.

The City Commission previously approved a request for pier rental on April 06, 2019 for Cheer at the Pier. This request is not for the entire day it is for four-hours beginning at 5:00 a.m. and ending at 9:00 a.m. including set-up and break-down of the event items. Staff recommends the Commission approve a temporary waiver of Section 6-28 to allow both events on the pier in the month of April.

BUDGETARY IMPACT: Clerk will invoice the applicants for the walkout fee, pier rental fee, and any cost associated with the special event. Estimated revenue from pier rental is included in the 2018/2019 budget.

LEGAL CONSIDERATIONS/SIGN-OFF: N/A

PERSONNEL: City Clerk, Maintenance, Pier Guards

POLICY/REQUIREMENT FOR BOARD ACTION: Approve the request for rental and approve a waiver to the code in relation to the rule for no more than one event per month on the pier.

IMPLEMENTATION/COORDINATION: If approved staff would post a notice at the pier guard's office notifying pier users of the date and time the pier would be closed to the public for the special event.

Attachments

- Application packet
-

City of Flagler Beach

Agenda Application

INDIVIDUAL'S NAME: Travis Pawley

BUSINESS NAME: Salty Church
(If Applicable) we meet at 800 S. Daytona Ave in Flagler Beach,

STREET ADDRESS: Beach,
(If within City of Flagler Beach)

MAILING ADDRESS: 160 E. Granada Blvd Ormond Beach 32176
(Please provide City & Zip Code)

PHONE NUMBER: Cell: 561-735-6858 / main office - 386.915-6180

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

Salty Church ~~would~~ ~~would~~ is requesting permission to
rent the pier on Easter Sunday for an Easter
sunrise ~~at~~ service.

BACKGROUND INFORMATION REGARDING THE SUBJECT:

We had the opportunity in 2018 to do this
for our city and we would love to provide this
unique opportunity for Flagler again.

(OVER)

City of Flagler Beach

Agenda Application Continued

REQUESTED ACTION SOUGHT FROM THE COMMISSION:

Grant a temporary waiver ^{of section 6-28} allowing Salty to rent the pier for this event w/in 30 days of another event on the pier, giving us permission to provide this event for our city on 4/21/19.

ATTACHMENTS: Site plan sketch, application.

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

The maximum time allowed for each request is 10 minutes.



SIGNATURE OF APPLICANT

2/17/19
~~2/20/19~~

DATE



City of Flagler Beach Pier Rental Application *setup time: 5am*

Event Date: 4/21/19 *sunrise* Time Requested: Event time: 7am-8am
tear down ends 9am

Type of Function/Event: Worship Service

Tentative # of Guests: 400-500 Guaranteed # of Guests: Due ? before noon

Name/Organization: Salty Church

Address: Main office: 160 E Granada Blvd Ormond Beach 32176

Phone: 386-915-6180

Fax: N/A

Driver's License #: _____

Fundraiser ☐ Yes ☒ No

(Copy of the organization's 501 (c) 3 Certificate and Insurance Certificate Required)

Deposit Paid: _____ ☐ Credit Card ☐ Cash ☐ Check ☐ Money Order
(Includes non-refundable fee(s))

Amount Due: _____ ☐ Cash ☐ Check ☐ Money Order ☐ Credit Card

Amount of Returned Deposit: _____ Date returned: _____

IN CASE OF EMERGENCY - PLEASE CALL 911.

IN THE EVENT THAT THERE IS NO ONE TO UNLOCK/LOCK THE FACILITY AT YOUR SCHEDULED TIME PLEASE
CALL (386) 517-2020.

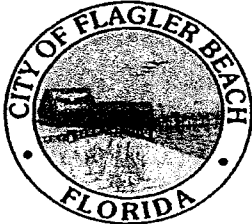
[Signature]
Applicants Signature

2/17/19
Date

City of Flagler Beach

Date

City of Flagler Beach
SPECIAL EVENTS APPLICATION



105 South 2nd Street,
Post Office Box 70
Flagler Beach, Florida 32136
Phone (386) 517-2000 Fax (386) 517-2008

INSTRUCTIONS:

Please print or type all information. The application must be filled out accurately and completely. Answer all questions. Do not leave an item blank. If an item does not apply, write N/A (not applicable). Incomplete applications will not be considered. All statements made on the application are subject to verification.

If you have a 5013 C exemption certificate please attach a copy to this application for the application fee waiver.

OFFICE USE ONLY

DATE REC'D _____

FEE REC'D \$ _____

INITIALS:

APPROVED ☐

DISAPPROVED ☐

REASONS:

PX _____

BY: _____

CITY SPONSOR: ☐ YES

☐ NO

Please type or print legibly
Required Information

Name of Event

Producer/Promoter: Easter Sunrise on the Pier / Salty Church

Type of Organization: _____ non-profit ☒ profit _____ charitable _____ government

Will the City be asked to sponsor or co-sponsor? _____ Yes ☒ No

Contact Person: Travis Panley

^{Main} Address: Office: 160 E. Granada Blvd.

City: Ormond Beach State: FL Zip: 32176

Work Phone: Main office (386) 615-4180 Home Phone: N/A

Fax: N/A Mobile Phone: 540-735-6858

E-Mail Address: travis@salty.org

Billing Information

Is the party responsible for billing same as above? ☒ Yes _____ No

If No, please provide the proper information below:

Attention: Travis Panley / Salty

Address: _____

City _____ State _____ Zip _____

Work Phone: _____ Fax: _____

EVENT INFORMATION

Event Name: Easter Sunrise on the Pier

Date(s) Requested: 4/21/19

Location: Flagler Pier

Brief Description of Event: A sunrise worship service for Flagler on the Pier

Site Plan Attached? ☒ Yes ☐ No

If No, explain here:

Will admission fee be charged for event? ☒ Yes ☐ No

Event Time: Date 4/21/19 Start 7am End 8am

Date _____ Start _____ End _____

Date _____ Start _____ End _____

Set Up: Date 4/21/19 Start 5am End 6:30am

Break Down: Date 4/21/19 Start 8:05am End 9:00am

Rain Date: Date N/A Start _____ End _____

Total Number of Expected attendees/participants: 400-500

Age Breakdown: ? 1-10 _____ 11-18 _____ 19-25 _____ 26-40 _____ Over 40

Have you held this event previously? ☐ No ☒ Yes

If Yes, Previous Date(s): 4/11/18

Location: The Flagler Pier

Does this event differ from previous years? ☒ No ☐ Yes

If Yes, explain how: _____

SIGNS/BANNERS

Will you require signs and banners at your event? ☐ No ☒ Yes

If Yes, list # and dimensions of each:

4x6 Banner at Pier in advance to advertise + 2 temporary signs (feather style) at the Pier the day of event

ENTERTAINMENT

Will there be entertainment? ☐ No ☒ Yes

If Yes, a complete detailed listing of names and times must be provided for all entertainment.

Will you be using a sound system? ☐ No ☒ Yes

If Yes,

Contractor: Sally Church Type System Sound board/speakers/instruments

Note: City ordinances require

Sound Times Date: 4/21/19 Start 6:30 am End 8 am
Date: _____ Start _____ am/pm End _____ am/pm

Will there be games or rides? ☒ No ☐ Yes

If Yes, list all: _____

(Including but not limited to: carnival ride, bounce house or other inflatable, rock wall, etc.)

SPECIAL EFFECTS

Will there be special effects used? ☒ No ☐ Yes

If Yes, complete the rest of this section:

Type of Effects: Fireworks ☐ Laser light show ☐ Other _____

**Note: Flagler Beach Fire Department will issue a permit contingent upon separate insurance being provided for fireworks*

Time(s) of Special Effects Date: _____ Start _____ am/pm End _____ am/pm
Date: _____ Start _____ am/pm End _____ am/pm

Location: _____

Effects Producer/Company: _____

Address: _____

Phone: _____ Fax: _____

PARADES

Parade permits for SR A1A or SR 100 are provided by FDOT. The City will apply for the permit but can not guarantee approval. A map of the route designating requested street closures must be attached.

Estimated number of parade units in each category:

____ Bands ____ Floats ____ Cars ____ Marching units ____ Miscellaneous

Parade time Date: _____ Start _____ am/pm End _____ am/pm

Set-up time Date: _____ Start _____ am/pm End _____ am/pm

Break down Date: _____ Start _____ am/pm End _____ am/pm

Rain date Date: _____ Start _____ am/pm End _____ am/pm

TRAFFIC

Will normal traffic patterns be altered by the event? ☒ No

If Yes, explain: _____

Will public parking, streets, sidewalks, etc. be restricted or obstructed?

☒ No ____ Yes (If yes, designate on site sketch)

Does your plan include on-site parking? ☒ No ____ Yes (If yes, designate on site sketch)

Does your plan include off-site parking? ☒ No ____ Yes (If yes, designate on site sketch)

Will shuttles be used to transport? ☒ No ____ Yes

FACILITY REQUIREMENTS

Will you utilize temporary structures at event? ☒ No ☒ Yes

If yes, indicate # of each: ____ Stages ☒ Tents ____ Scaffolding ____ Booths ____ Fences
____ Concession Stands ____ Miscellaneous

Location of these structures on site sketch required.

Note: Special Permits are required for tents exceeding 200 sq.ft. Special Building permits are required for temporary structures 700 or more sq.ft in area and those that are four feet above grade.

How many tents exceeding 200 sq.ft. will be used? ____ List tent location and size: up tent 10x10 pop

Will you need electric? ____ No ☒ Yes

If yes, type of equipment: Sound system & music gear # of Amps needed: Whatever is on the pier

Will you employ an electrician? ☒ No ____ Yes

If yes, provide name & phone number: _____

PROPOSED RETAIL SALES

*** Note: All vendors are required to complete an Itinerant Merchants License application**

Estimated total number of vendors: _____ Estimated # of each type of vending: _____ Crafts
_____ Clothing _____ Food/Beverage _____ Jewelry _____ Misc (Describe in detail below.)

Prepared Food and Alcoholic Beverages\Liquor Liability

Will food\beverage be prepared\sold at this event? ☒ No _____ Yes (If yes, see below.)

Note: Fire extinguishers are required and will be inspected by the Flagler Beach Fire Department, Department of Business & Professional Regulation or Department of Agriculture licenses are required and copies must be provided to the City, additional liability insurance required as set by Special Events Ordinance.

Will alcoholic beverages be dispensed, provided or served? ☒ No _____ Yes (If yes, see below.)
Note: Liquor Liability Coverage required.

Name of Organization licensed to serve alcohol at this event: _____

This organization is _____ for profit _____ not for profit

RESTROOM FACILITIES

Toilet Facilities available?* _____ No ☒ If Yes, how many: Pier restrooms

Will you provide Port-o-lets?* _____ No _____ If Yes, how many: _____ (Designate on site plan.)

**Note: ADA requires one handicapped restroom in each group of restrooms*

AMERICANS WITH DISABILITIES ACT

ADA requires with accessibility guidelines as adopted by the State of Florida are now in effect.

SANITATION

Please review the Special Events Ordinance, and Resolution 2008-32 regarding fees for sanitary requirements.

POLICE SERVICES\CROWD CONTROL

Please review the Special Events Ordinance for Police\Security requirements.

LIABILITY INSURANCE WILL BE REQUIRED

See Special Events Ordinance for insurance\indemnity requirements

SIGNATURE(S)

I understand this is an application only and does not obligate the City in any fashion to reserve any facility location or approve an event. I also understand that if application is approved, non-compliance with event ordinances and agreements within these pages, could impact future event terms or approvals.

Signature of Applicant

[Handwritten Signature]

Date

2/17/19

Title of Applicant

Pastor

Affiliation

Salty Church

CITY OFFICIALS

To be signed after review of application by department heads
or at Special Event Planning Meeting, if required.

Chief of Police

Date

Fire Chief

Date

Sanitation

Date

City Manager

Date

City Commission Chair

Date

City of Flagler Beach
Special Events Fee Worksheet
Salty Church Sunrise Easter Worship Service at the Pier 04/01/2018

Description of Fees	Ordinance Reference	Fee Amount	General Government	Total \$1,032.00
Event Permit Application Fee Refundable Deposit Amount. (If application is denied 50% of application fee is refundable.)	4(A),(B); 3 definitions			
Pier Walkout Fee		\$1.50 per person		
Police Department		458 X \$1.50=\$687.00		
Personnel	12 (B) (C),(E)		Police Department	Total \$0
Supplies			Administration	Total \$ --
Administration			Administration	Total \$94.00
Restroom Usage and supplies	Use of pier restroom in place of port-o-lets			included
Electric	\$10.00 per duplex outlet			included
Administration Fee	Additional 30 % of total cost of personnel & equipment			admin. fee will not apply to: pier rental or pier walk out charge.

Total \$1,032.00

Total Amount Due \$1,032.00

Copy of 2018 invoice

Please remit payment & include copy of invoice to:

City of Flagler Beach
Attn. City Clerk
P.O. Box 70
Flagler Beach, Florida 32136



FLAGLER BEACH CITY COMMISSION

City Manager's Report

Item No. 13

Meeting Date: February 28, 2019

Issue: Consider two (2) offers for 1901 N. Daytona Avenue – Debbie & Jeff Meyer, Landmark Properties.

From: Penny Overstreet, City Clerk

Organization: City of Flagler Beach

RECOMMENDATION:

BACKGROUND: At your February 14, 2019 meeting a consensus was reached to have the Brokers advise the counter offer is for highest and best before close of business on February 19th. Mrs. Meyers delivered the two offers before the deadline.

BUDGETARY IMPACT:

LEGAL CONSIDERATIONS/SIGN-OFF: N/A

PERSONNEL:

POLICY/REQUIREMENT FOR BOARD ACTION:

IMPLEMENTATION/COORDINATION:

Attachments

- Offer from the Erwin's
- Offer from the Ludke's

Vacant Land Contract



1. **Sale and Purchase:** _____ City of Flagler Beach _____ ("Seller")
and _____ James Erwin and Gail Erwin _____ ("Buyer")

(the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property") described as:

Address: _____ 1901 North Daytona Avenue, Flagler Beach, FL

Legal Description: RUNER ADDITION SUB BL-2 LOT 11 AND THE NORTH 40 FEET OF LOT 12 OR BOOK 96
PAGE 527 OR BOOK 538 PG 1989

SEC ____/TWP ____/RNG ____ of ____ Flagler ____ County, Florida. Real Property ID No.: 36-11-31-0550-00020-0110
including all improvements existing on the Property and the following additional property: _____

2. **Purchase Price:** (U.S. currency) _____ \$ 164,000.00

All deposits will be made payable to "Escrow Agent" named below and held in escrow by:

Escrow Agent's Name: _____ Flagler County Abstract

Escrow Agent's Contact Person: _____

Escrow Agent's Address: _____

Escrow Agent's Phone: _____

Escrow Agent's Email: _____

(a) Initial deposit (\$0 if left blank) (Check if applicable)

☐ accompanies offer

☒ will be delivered to Escrow Agent within 3 days (3 days if left blank)

after Effective Date _____ \$ 5,000.00

(b) Additional deposit will be delivered to Escrow Agent (Check if applicable)

☐ within _____ days (10 days if left blank) after Effective Date

☐ within _____ days (3 days if left blank) after expiration of Feasibility Study Period _____ \$ _____

(c) Total Financing (see Paragraph 5) (express as a dollar amount or percentage) _____

(d) Other: _____

(e) Balance to close (not including **Buyer's** closing costs, prepaid items, and prorations)
to be paid at closing by wire transfer or other Collected funds _____ \$ 159,000.00

(f) ☐ (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The unit used to determine the purchase price is ☐ lot ☐ acre ☐ square foot ☐ other (specify): _____
prorating areas of less than a full unit. The purchase price will be \$ _____ per unit based on a calculation of total area of the Property as certified to **Seller** and **Buyer** by a Florida licensed surveyor in accordance with Paragraph 7(c). The following rights of way and other areas will be excluded from the calculation: _____

3. **Time for Acceptance; Effective Date:** Unless this offer is signed by **Seller** and **Buyer** and an executed copy delivered to all parties on or before February 28, 2019, this offer will be withdrawn and **Buyer's** deposit, if any, will be returned. The time for acceptance of any counter offer will be 3 days after the date the counter offer is delivered. **The "Effective Date" of this contract is the date on which the last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter offer.**

4. **Closing Date:** This transaction will close on or before Mar 29, 2019 ("Closing Date"), unless specifically extended by other provisions of this contract. The Closing Date will prevail over all other time periods including, but not limited to, Financing and Feasibility Study periods. However, if the Closing Date occurs on a Saturday, Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business day. In the event insurance underwriting is suspended on Closing Date and **Buyer** is unable to obtain property insurance, **Buyer** may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If this transaction does not close for any reason, **Buyer** will immediately return all **Seller** provided documents and other items.

Buyer JE and Seller JE acknowledge receipt of a copy of this page, which is 1 of 7 pages.
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51 **5. Financing: (Check as applicable)**

52* (a) ☒ **Buyer** will pay cash for the Property with no financing contingency.

53* (b) ☐ This contract is contingent on **Buyer** qualifying for and obtaining the commitment(s) or approval(s)
54* specified below ("Financing") within _____ days after Effective Date (Closing Date or 30 days after Effective
55* Date, whichever occurs first, if left blank) ("Financing Period"). **Buyer** will apply for Financing within _____
56* days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial,
57* and other information required by the lender. If **Buyer**, after using diligence and good faith, cannot obtain the
58* Financing within the Financing Period, either party may terminate this contract and **Buyer's** deposit(s) will be
59* returned.

60* (1) ☐ **New Financing:** **Buyer** will secure a commitment for new third party financing for \$ _____
61* or _____% of the purchase price at (Check one) ☐ a fixed rate not exceeding _____% ☐ an
62* adjustable interest rate not exceeding _____% at origination (a fixed rate at the prevailing interest rate
63* based on **Buyer's** creditworthiness if neither choice is selected). **Buyer** will keep **Seller** and Broker fully
64* informed of the loan application status and progress and authorizes the lender or mortgage broker to
65* disclose all such information to **Seller** and Broker.

66* (2) ☐ **Seller Financing:** **Buyer** will execute a ☐ first ☐ second purchase money note and mortgage to
67* **Seller** in the amount of \$ _____, bearing annual interest at _____% and payable as
68* follows: _____

69* The mortgage, note, and any security agreement will be in a form acceptable to **Seller** and will follow
70* forms generally accepted in the county where the Property is located; will provide for a late payment fee
71* and acceleration at the mortgagee's option if **Buyer** defaults; will give **Buyer** the right to prepay without
72* penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on
73* conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to
74* keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller**
75* to obtain credit, employment, and other necessary information to determine creditworthiness for the
76* financing. **Seller** will, within 10 days after Effective Date, give **Buyer** written notice of whether or not
77* **Seller** will make the loan.

78* (3) ☐ **Mortgage Assumption:** **Buyer** will take title subject to and assume and pay existing first mortgage to

79* _____
80* LN# _____ in the approximate amount of \$ _____ currently payable at
81* \$ _____ per month, including principal, interest, ☐ taxes and insurance, and having a
82* ☐ fixed ☐ other (describe) _____
83* interest rate of _____% which ☐ will ☐ will not escalate upon assumption. Any variance in the
84* mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will
85* purchase **Seller's** escrow account dollar for dollar. If the interest rate upon transfer exceeds _____% or
86* the assumption/transfer fee exceeds \$ _____, either party may elect to pay the excess,
87* failing which this contract will terminate; and **Buyer's** deposit(s) will be returned. If the lender disapproves
88* **Buyer**, this contract will terminate; and **Buyer's** deposit(s) will be returned.

89* **6. Assignability: (Check one)** **Buyer** ☐ may assign and thereby be released from any further liability under this
90* contract, ☐ may assign but not be released from liability under this contract, or ☒ may not assign this contract.

91* **7. Title:** **Seller** has the legal capacity to and will convey marketable title to the Property by ☒ statutory warranty
92* deed ☐ special warranty deed ☐ other (specify) _____, free of liens, easements,
93* and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants,
94* restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any
95* other matters to which title will be subject) _____,
96* provided there exists at closing no violation of the foregoing.

97* (a) **Title Evidence:** The party who pays for the owner's title insurance policy will select the closing agent and
98* pay for the title search, including tax and lien search if performed, and all other fees charged by closing agent.
99* **Seller** will deliver to **Buyer**, at

100* (Check one) ☒ **Seller's** ☐ **Buyer's** expense and

101* (Check one) ☐ within _____ days after Effective Date ☒ at least 3 days before Closing Date,

102* (Check one)

103* (1) ☒ a title insurance commitment by a Florida licensed title insurer setting forth those matters to be
104* discharged by **Seller** at or before closing and, upon **Buyer** recording the deed, an owner's policy in the
105* amount of the purchase price for fee simple title subject only to the exceptions stated above. If **Buyer** is
106* paying for the owner's title insurance policy and **Seller** has an owner's policy, **Seller** will deliver a copy to
107* **Buyer** within 15 days after Effective Date.

Buyer JK ABC and Seller (____) (____) acknowledge receipt of a copy of this page, which is 2 of 7 pages.
VAC-11 Rev 6/17

(2) ☐ an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller**, then (1) above will be the title evidence.

(b) **Title Examination:** After receipt of the title evidence, **Buyer** will, within 10 days (10 days if left blank) but no later than Closing Date, deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (i) **Buyer** fails to deliver proper notice of defects or (ii) **Buyer** delivers proper written notice and **Seller** cures the defects within 30 days (30 days if left blank) ("Cure Period") after receipt of the notice. If the defects are cured within the Cure Period, closing will occur within 10 days after receipt by **Buyer** of notice of such cure. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Cure Period. If the defects are not cured within the Cure Period, **Buyer** will have 10 days after receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) **Survey:** **Buyer** may, at **Buyer's** expense, have the Property surveyed and must deliver written notice to **Seller**, within 5 days after receiving survey but not later than 5 days before Closing Date, of any encroachments on the Property, encroachments by the Property's improvements on other lands, or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and **Seller's** and **Buyer's** obligations will be determined in accordance with Paragraph 7(b).

(d) **Ingress and Egress:** **Seller** warrants that the Property presently has ingress and egress.

8. **Property Condition:** **Seller** will deliver the Property to **Buyer** at closing in its present "as is" condition, with conditions resulting from **Buyer's** Inspections and casualty damage, if any, excepted. **Seller** will not engage in or permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.

(a) **Inspections: (Check (1) or (2))**

(1) ☒ **Feasibility Study:** **Buyer** will, at **Buyer's** expense and within 15 days (30 days if left blank) ("Feasibility Study Period") after Effective Date and in **Buyer's** sole and absolute discretion, determine whether the Property is suitable for **Buyer's** intended use. During the Feasibility Study Period, **Buyer** may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state, and regional growth management plans; availability of permits, government approvals, and licenses; and other inspections that **Buyer** deems appropriate. If the Property must be rezoned, **Buyer** will obtain the rezoning from the appropriate government agencies. **Seller** will sign all documents **Buyer** is required to file in connection with development or rezoning approvals. **Seller** gives **Buyer**, its agents, contractors, and assigns, the right to enter the Property at any time during the Feasibility Study Period for the purpose of conducting Inspections, provided, however, that **Buyer**, its agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees, expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a construction lien being filed against the Property without **Seller's** prior written consent. If this transaction does not close, **Buyer** will, at **Buyer's** expense, (i) repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in before conducting the Inspections and (ii) release to **Seller** all reports and other work generated as a result of the Inspections.

Before expiration of the Feasibility Study Period, **Buyer** must deliver written notice to **Seller** of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is" condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to **Seller**, this contract will be deemed terminated, and **Buyer's** deposit(s) will be returned.

(2) ☐ **No Feasibility Study:** **Buyer** is satisfied that the Property is suitable for **Buyer's** purposes, including being satisfied that either public sewerage and water are available to the Property or the Property will be approved for the installation of a well and/or private sewerage disposal system and that existing zoning

Buyer JK and Seller (Signature) acknowledge receipt of a copy of this page, which is 3 of 7 pages.
VAC-11 Rev 6/17

Serial# 089855-600155-0597131

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and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management, and environmental conditions, are acceptable to **Buyer**. This contract is not contingent on **Buyer** conducting any further investigations.

- (b) **Government Regulations:** Changes in government regulations and levels of service which affect **Buyer's** intended use of the Property will not be grounds for terminating this contract if the Feasibility Study Period has expired or if Paragraph 8(a)(2) is selected.
- (c) **Flood Zone:** **Buyer** is advised to verify by survey, with the lender, and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to improving the Property and rebuilding in the event of casualty.
- (d) **Coastal Construction Control Line ("CCCL"):** If any part of the Property lies seaward of the CCCL as defined in Section 161.053, Florida Statutes, **Seller** will provide **Buyer** with an affidavit or survey as required by law delineating the line's location on the Property, unless **Buyer** waives this requirement in writing. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shore line of the Property being purchased.
- ☐ **Buyer** waives the right to receive a CCCL affidavit or survey.

9. **Closing Procedure; Costs:** Closing will take place in the county where the Property is located and may be conducted by mail or electronic means. If title insurance insures **Buyer** for title defects arising between the title binder effective date and recording of **Buyer's** deed, closing agent will disburse at closing the net sale proceeds to **Seller** (in local cashier's check if **Seller** requests in writing at least 5 days before closing) and brokerage fees to Broker as per Paragraph 19. In addition to other expenses provided in this contract, **Seller** and **Buyer** will pay the costs indicated below.

(a) **Seller Costs:**

Taxes on deed
Recording fees for documents needed to cure title
Title evidence (if applicable under Paragraph 7)
Other: _____

(b) **Buyer Costs:**

Taxes and recording fees on notes and mortgages
Recording fees on the deed and financing statements
Loan expenses
Title evidence (if applicable under Paragraph 7)
Lender's title policy at the simultaneous issue rate
Inspections
Survey
Insurance
Other: _____

- (c) **Prorations:** The following items will be made current and prorated as of the day before Closing Date: real estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions.

- (d) **Special Assessment by Public Body:** Regarding special assessments imposed by a public body, **Seller** will pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing; and **Buyer** will pay all other amounts. If special assessments may be paid in installments, ☒ **Seller** ☐ **Buyer** (**Buyer** if left blank) will pay installments due after closing. If **Seller** is checked, **Seller** will pay the assessment in full before or at the time of closing. Public body does not include a Homeowners' or Condominium Association.

- (e) **PROPERTY TAX DISCLOSURE SUMMARY:** **BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.**

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VAC-11 Rev 6/17

Serial# 089855-600155-0597131

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- (f) **Foreign Investment in Real Property Tax Act ("FIRPTA"):** If **Seller** is a "foreign person" as defined by FIRPTA, **Seller** and **Buyer** will comply with FIRPTA, which may require **Seller** to provide additional cash at closing.
- (g) **1031 Exchange:** If either **Seller** or **Buyer** wish to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be contingent upon, extended, or delayed by the Exchange.

10. Computation of Time: Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays specified in 5 U.S.C. 6103(a). Any time period ending on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in this contract.**

11. Risk of Loss; Eminent Domain: If any portion of the Property is materially damaged by casualty before closing or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings or an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer**. Either party may terminate this contract by written notice to the other within 10 days after **Buyer's** receipt of **Seller's** notification, and **Buyer's** deposit(s) will be returned, failing which **Buyer** will close in accordance with this contract and receive all payments made by the governmental authority or insurance company, if any.

12. Force Majeure: **Seller** or **Buyer** will not be required to perform any obligation under this contract or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or prevented by an act of God or force majeure. An "act of God or "force majeure" is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably within the control of **Seller** or **Buyer** and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the act of God or force majeure is in place. However, in the event that such act of God or force majeure event continues beyond 30 days, either party may terminate this contract by delivering written notice to the other; and **Buyer's** deposit(s) will be returned.

13. Notices: All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or electronic means. **Buyer's failure to timely deliver written notice to Seller, when such notice is required by this contract, regarding any contingency will render that contingency null and void, and this contract will be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by an attorney or licensee (including a transactions broker) representing a party will be as effective as if delivered to or received by that party.**

14. Complete Agreement; Persons Bound: This contract is the entire agreement between **Seller** and **Buyer**. **Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless incorporated into this contract.** Modifications of this contract will not be binding unless in writing, signed or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This contract, signatures, initials, documents referenced in this contract, counterparts, and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this contract prevail over preprinted terms. If any provision of this contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. **Seller** and **Buyer** will use diligence and good faith in performing all obligations under this contract. This contract will not be recorded in any public record. The terms "**Seller**," "**Buyer**," and "**Broker**" may be singular or plural. This contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if permitted, of **Seller**, **Buyer**, and Broker.

15. Default and Dispute Resolution: This contract will be construed under Florida law. This Paragraph will survive closing or termination of this contract.

(a) **Seller Default:** If **Seller** fails, neglects, or refuses to perform **Seller's** obligations under this contract, **Buyer** may elect to receive a return of **Buyer's** deposit(s) without thereby waiving any action for damages resulting from **Seller's** breach and may seek to recover such damages or seek specific performance. **Seller** will also be liable for the full amount of the brokerage fee.

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VAC-11 Rev 6/17

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(b) **Buyer Default:** If **Buyer** fails, neglects, or refuses to perform **Buyer's** obligations under this contract, including payment of deposit(s), within the time(s) specified, **Seller** may elect to recover and retain the deposit(s), paid and agreed to be paid, for the account of **Seller** as agreed upon liquidated damages, consideration for execution of this contract, and in full settlement of any claims, whereupon **Seller** and **Buyer** will be relieved from all further obligations under this contract; or **Seller**, at **Seller's** option, may proceed in equity to enforce **Seller's** rights under this contract.

16. Attorney's Fees; Costs: In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 16 shall survive Closing or termination of this Contract.

17. Escrow Agent; Closing Agent: **Seller** and **Buyer** authorize Escrow Agent and closing agent (collectively "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them upon proper authorization and in accordance with Florida law and the terms of this contract, including disbursing brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party.

18. Professional Advice; Broker Liability: Broker advises **Seller** and **Buyer** to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax, property condition, environmental, and other specialized advice. **Buyer** acknowledges that Broker does not reside in the Property and that all representations (oral, written, or otherwise) by Broker are based on **Seller** representations or public records. **Buyer agrees to rely solely on Seller, professional inspectors, and government agencies for verification of the Property condition and facts that materially affect Property value.** **Seller** and **Buyer** respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising from **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations. **Seller** and **Buyer** hold harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or damage based on (i) **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations; (ii) the use or display of listing data by third parties, including, but not limited to, photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (iii) Broker's performance, at **Seller's** or **Buyer's** request, of any task beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor; (iv) products or services provided by any vendor; and (v) expenses incurred by any vendor. **Seller** and **Buyer** each assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this contract. This Paragraph will survive closing.

19. Commercial Real Estate Sales Commission Lien Act: If the Property is commercial real estate as defined by Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales Commission Lien Act provides that when a broker has earned a commission by performing licensed services under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

20. Brokers: The brokers named below are collectively referred to as "Broker." **Instruction to closing agent:** **Seller** and **Buyer** direct closing agent to disburse at closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Paragraph will not be used to modify any MLS or other offer of compensation made by **Seller** or **Seller's** Broker to **Buyer's** Broker.

(a) _____ (**Seller's** Broker)
will be compensated by ☐ **Seller** ☐ **Buyer** ☐ both parties pursuant to ☒ a listing agreement ☐ other (specify): _____
(b) Trademark Realty Group LLC/Siegh A Mariano-Jones (**Buyer's** Broker)
will be compensated by ☐ **Seller** ☐ **Buyer** ☐ both parties ☐ **Seller's** Broker pursuant to ☒ a MLS offer of compensation ☐ other (specify): _____

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VAC-11 Rev 6/17

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21. Additional Terms: Closing shall be contingent upon the City of Flagler Beach City Commission approving an ordinance authorizing the conveyance of the property pursuant to City of Flagler Beach Charter, Section 2.10(b)(7). If the City Council fails to approve such ordinance, this contract shall be terminated and Buyer's deposit shall be returned.

COUNTER-OFFER/REJECTION

☐ Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and deliver a copy of the acceptance to Seller).

☐ Seller rejects Buyer's offer

This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney before signing.

Buyer: James Erwin Date: 2/19/2019

Print name: James Erwin

Buyer: Gail Erwin Date: 2/19/2019

Print name: Gail Erwin

Buyer's address for purpose of notice:

Address: _____

Phone: _____ Fax: _____ Email: _____

Seller: _____ Date: _____

Print name: City of Flagler Beach

Seller: _____ Date: _____

Print name: _____

Seller's address for purpose of notice:

Address: _____

Phone: _____ Fax: _____ Email: _____

Effective Date: _____ (The date on which the last party signed or initialed and delivered the final offer or counter offer.)

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Vacant Land Contract



1. **Sale and Purchase:** _____ City of Flagler Beach ("Seller")
and _____ Edward R. Ludke & Kimberly Bethel Ludke ("Buyer")
(the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property")
described as:

Address: _____ 1901 N Daytona Avenue Flagler Beach, FL 32136

Legal Description: BRUNER ADDITION SUB BL-2 LOT 11 AND THE NORTH 40 FEET OF LOT 12 OR BOOK
96 PAGE 527 OR BOOK 538 PG 1989

SEC ____/TWP ____/RNG ____ of _____ County, Florida. Real Property ID No.: 36-11-31-0550-00020-0110
including all improvements existing on the Property and the following additional property: _____

2. **Purchase Price:** (U.S. currency) _____ \$ 165,502.00

All deposits will be made payable to "Escrow Agent" named below and held in escrow by:

Escrow Agent's Name: _____ Olde Florida Title

Escrow Agent's Contact Person: _____ Isadora Hobbs

Escrow Agent's Address: _____ 2561 Moody Blvd. Suite 213 Flagler Beach, FL 32136

Escrow Agent's Phone: _____ 386-693-1493

Escrow Agent's Email: _____ isadora@oldefloridatitle.com

(a) Initial deposit (\$0 if left blank) (Check if applicable)

☐ accompanies offer

☒ will be delivered to Escrow Agent within 3 days (3 days if left blank)

after Effective Date _____ \$ 5,000.00

(b) Additional deposit will be delivered to Escrow Agent (Check if applicable)

☐ within _____ days (10 days if left blank) after Effective Date

☐ within _____ days (3 days if left blank) after expiration of Feasibility Study Period _____ \$ _____

(c) Total Financing (see Paragraph 5) (express as a dollar amount or percentage) _____

(d) Other: _____ \$ _____

(e) Balance to close (not including Buyer's closing costs, prepaid items, and prorations)

to be paid at closing by wire transfer or other Collected funds _____ \$ 160,502.00

(f) ☐ (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The
unit used to determine the purchase price is ☐ lot ☐ acre ☐ square foot ☐ other (specify): _____
prorating areas of less than a full unit. The purchase price will be \$ _____ per unit based on a
calculation of total area of the Property as certified to Seller and Buyer by a Florida licensed surveyor in
accordance with Paragraph 7(c). The following rights of way and other areas will be excluded from the
calculation: _____

3. **Time for Acceptance; Effective Date:** Unless this offer is signed by Seller and Buyer and an executed copy
delivered to all parties on or before _____, this offer will be withdrawn and Buyer's deposit, if
any, will be returned. The time for acceptance of any counter offer will be 3 days after the date the counter offer is
delivered. The "Effective Date" of this contract is the date on which the last one of the Seller and Buyer
has signed or initialed and delivered this offer or the final counter offer.

4. **Closing Date:** This transaction will close on _____ or before 4/30/19 ("Closing Date"), unless specifically
extended by other provisions of this contract. The Closing Date will prevail over all other time periods including,
but not limited to, Financing and Feasibility Study periods. However, if the Closing Date occurs on a Saturday,
Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business
day. In the event insurance underwriting is suspended on Closing Date and Buyer is unable to obtain property
insurance, Buyer may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If
this transaction does not close for any reason, Buyer will immediately return all Seller provided documents and
other items.

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VAC-11 Rev 6/17

Serial# 045017-500155-0589188

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51 **5. Financing: (Check as applicable)**

52* **(a) ☒ Buyer will pay cash for the Property with no financing contingency.**

53* **(b) ☐ This contract is contingent on Buyer qualifying for and obtaining the commitment(s) or approval(s)**
54* **specified below ("Financing") within _____ days after Effective Date (Closing Date or 30 days after Effective**
55* **Date, whichever occurs first, if left blank) ("Financing Period"). Buyer will apply for Financing within _____**
56* **days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial,**
57* **and other information required by the lender. If Buyer, after using diligence and good faith, cannot obtain the**
58* **Financing within the Financing Period, either party may terminate this contract and Buyer's deposit(s) will be**
59* **returned.**

60* **(1) ☐ New Financing: Buyer will secure a commitment for new third party financing for \$ _____**
61* **or _____ % of the purchase price at (Check one) ☐ a fixed rate not exceeding _____ % ☐ an**
62* **adjustable interest rate not exceeding _____ % at origination (a fixed rate at the prevailing interest rate**
63* **based on Buyer's creditworthiness if neither choice is selected). Buyer will keep Seller and Broker fully**
64* **informed of the loan application status and progress and authorizes the lender or mortgage broker to**
65* **disclose all such information to Seller and Broker.**

66* **(2) ☐ Seller Financing: Buyer will execute a ☐ first ☐ second purchase money note and mortgage to**
67* **Seller in the amount of \$ _____, bearing annual interest at _____ % and payable as**
68* **follows:**

69* The mortgage, note, and any security agreement will be in a form acceptable to Seller and will follow
70* forms generally accepted in the county where the Property is located; will provide for a late payment fee
71* and acceleration at the mortgagee's option if Buyer defaults; will give Buyer the right to prepay without
72* penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on
73* conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require Buyer to
74* keep liability insurance on the Property, with Seller as additional named insured. Buyer authorizes Seller
75* to obtain credit, employment, and other necessary information to determine creditworthiness for the
76* financing. Seller will, within 10 days after Effective Date, give Buyer written notice of whether or not
77* Seller will make the loan.

78* **(3) ☐ Mortgage Assumption: Buyer will take title subject to and assume and pay existing first mortgage to**
79* **_____**

80* **LN# _____ in the approximate amount of \$ _____ currently payable at**
81* **\$ _____ per month, including principal, interest, ☐ taxes and insurance, and having a**
82* **☐ fixed ☐ other (describe) _____**
83* **interest rate of _____ % which ☐ will ☐ will not escalate upon assumption. Any variance in the**
84* **mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. Buyer will**
85* **purchase Seller's escrow account dollar for dollar. If the interest rate upon transfer exceeds _____ % or**
86* **the assumption/transfer fee exceeds \$ _____, either party may elect to pay the excess,**
87* **failing which this contract will terminate; and Buyer's deposit(s) will be returned. If the lender disapproves**
88* **Buyer, this contract will terminate; and Buyer's deposit(s) will be returned.**

89* **6. Assignability: (Check one) Buyer ☐ may assign and thereby be released from any further liability under this**
90* **contract, ☐ may assign but not be released from liability under this contract, or ☒ may not assign this contract.**

91* **7. Title: Seller has the legal capacity to and will convey marketable title to the Property by ☒ statutory warranty**
92* **deed ☐ special warranty deed ☐ other (specify) _____, free of liens, easements,**
93* **and encumbrances of record or known to Seller, but subject to property taxes for the year of closing; covenants,**
94* **restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any**
95* **other matters to which title will be subject) _____**
96* **provided there exists at closing no violation of the foregoing.**

97* **(a) Title Evidence: The party who pays for the owner's title insurance policy will select the closing agent and**
98* **pay for the title search, including tax and lien search if performed, and all other fees charged by closing agent.**
99* **Seller will deliver to Buyer, at**

100* **(Check one) ☒ Seller's ☐ Buyer's expense and**

101* **(Check one) ☐ within _____ days after Effective Date ☒ at least 10 days before Closing Date,**

102* **(Check one)**

103* **(1) ☒ a title insurance commitment by a Florida licensed title insurer setting forth those matters to be**
104* **discharged by Seller at or before closing and, upon Buyer recording the deed, an owner's policy in the**
105* **amount of the purchase price for fee simple title subject only to the exceptions stated above. If Buyer is**
106* **paying for the owner's title insurance policy and Seller has an owner's policy, Seller will deliver a copy to**
107* **Buyer within 15 days after Effective Date.**

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VAC-11 Rev 6/17

Serial#: 045017-500155-0589188

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(2) ☐ an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller**, then (1) above will be the title evidence.

(b) **Title Examination:** After receipt of the title evidence, **Buyer** will, within _____ days (10 days if left blank) but no later than Closing Date, deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (i) **Buyer** fails to deliver proper notice of defects or (ii) **Buyer** delivers proper written notice and **Seller** cures the defects within _____ days (30 days if left blank) ("Cure Period") after receipt of the notice. If the defects are cured within the Cure Period, closing will occur within 10 days after receipt by **Buyer** of notice of such cure. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Cure Period. If the defects are not cured within the Cure Period, **Buyer** will have 10 days after receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) **Survey:** **Buyer** may, at **Buyer's** expense, have the Property surveyed and must deliver written notice to **Seller**, within 5 days after receiving survey but not later than 5 days before Closing Date, of any encroachments on the Property, encroachments by the Property's improvements on other lands, or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and **Seller's** and **Buyer's** obligations will be determined in accordance with Paragraph 7(b).

(d) **Ingress and Egress:** **Seller** warrants that the Property presently has ingress and egress.

8. **Property Condition:** **Seller** will deliver the Property to **Buyer** at closing in its present "as is" condition, with conditions resulting from **Buyer's** Inspections and casualty damage, if any, excepted. **Seller** will not engage in or permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.

(a) **Inspections: (Check (1) or (2))**

(1) ☒ **Feasibility Study:** **Buyer** will, at **Buyer's** expense and within 15 days (30 days if left blank) ("Feasibility Study Period") after Effective Date and in **Buyer's** sole and absolute discretion, determine whether the Property is suitable for **Buyer's** intended use. During the Feasibility Study Period, **Buyer** may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state, and regional growth management plans; availability of permits, government approvals, and licenses; and other inspections that **Buyer** deems appropriate. If the Property must be rezoned, **Buyer** will obtain the rezoning from the appropriate government agencies. **Seller** will sign all documents **Buyer** is required to file in connection with development or rezoning approvals. **Seller** gives **Buyer**, its agents, contractors, and assigns, the right to enter the Property at any time during the Feasibility Study Period for the purpose of conducting Inspections, provided, however, that **Buyer**, its agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees, expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a construction lien being filed against the Property without **Seller's** prior written consent. If this transaction does not close, **Buyer** will, at **Buyer's** expense, (i) repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in before conducting the Inspections and (ii) release to **Seller** all reports and other work generated as a result of the Inspections.

Before expiration of the Feasibility Study Period, **Buyer** must deliver written notice to **Seller** of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is" condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to **Seller**, this contract will be deemed terminated, and **Buyer's** deposit(s) will be returned.

(2) ☐ **No Feasibility Study:** **Buyer** is satisfied that the Property is suitable for **Buyer's** purposes, including being satisfied that either public sewerage and water are available to the Property or the Property will be approved for the installation of a well and/or private sewerage disposal system and that existing zoning

Buyer ERL KBL (____) (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is 3 of 7 pages.
VAC-11 Rev 6/17

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and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management, and environmental conditions, are acceptable to **Buyer**. This contract is not contingent on **Buyer** conducting any further investigations.

(b) **Government Regulations:** Changes in government regulations and levels of service which affect **Buyer's** intended use of the Property will not be grounds for terminating this contract if the Feasibility Study Period has expired or if Paragraph 8(a)(2) is selected.

(c) **Flood Zone:** **Buyer** is advised to verify by survey, with the lender, and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to improving the Property and rebuilding in the event of casualty.

(d) **Coastal Construction Control Line ("CCCL"):** If any part of the Property lies seaward of the CCCL as defined in Section 161.053, Florida Statutes, **Seller** will provide **Buyer** with an affidavit or survey as required by law delineating the line's location on the Property, unless **Buyer** waives this requirement in writing. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shore line of the Property being purchased.

☐ **Buyer** waives the right to receive a CCCL affidavit or survey.

9. **Closing Procedure; Costs:** Closing will take place in the county where the Property is located and may be conducted by mail or electronic means. If title insurance insures **Buyer** for title defects arising between the title binder effective date and recording of **Buyer's** deed, closing agent will disburse at closing the net sale proceeds to **Seller** (in local cashier's check if **Seller** requests in writing at least 5 days before closing) and brokerage fees to Broker as per Paragraph 19. In addition to other expenses provided in this contract, **Seller** and **Buyer** will pay the costs indicated below.

(a) **Seller Costs:**

Taxes on deed
Recording fees for documents needed to cure title
Title evidence (if applicable under Paragraph 7)
Other: _____

(b) **Buyer Costs:**

Taxes and recording fees on notes and mortgages
Recording fees on the deed and financing statements
Loan expenses
Title evidence (if applicable under Paragraph 7)
Lender's title policy at the simultaneous issue rate
Inspections
Survey
Insurance
Other: _____

(c) **Prorations:** The following items will be made current and prorated as of the day before Closing Date: real estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions.

(d) **Special Assessment by Public Body:** Regarding special assessments imposed by a public body, **Seller** will pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing; and **Buyer** will pay all other amounts. If special assessments may be paid in installments, ☐ **Seller** ☐ **Buyer** (**Buyer** if left blank) will pay installments due after closing. If **Seller** is checked, **Seller** will pay the assessment in full before or at the time of closing. Public body does not include a Homeowners' or Condominium Association.

(e) **PROPERTY TAX DISCLOSURE SUMMARY:** **BUYER** SHOULD NOT RELY ON THE **SELLER'S** CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT **BUYER** MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.

Buyer (EKL) (KBL) and Seller () () acknowledge receipt of a copy of this page, which is 4 of 7 pages.
VAC-11 Rev 6/17

Serial#: 045017-500155-0589188

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- (f) **Foreign Investment in Real Property Tax Act ("FIRPTA"):** If **Seller** is a "foreign person" as defined by FIRPTA, **Seller** and **Buyer** will comply with FIRPTA, which may require **Seller** to provide additional cash at closing.
- (g) **1031 Exchange:** If either **Seller** or **Buyer** wish to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be contingent upon, extended, or delayed by the Exchange.

10. Computation of Time: Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays specified in 5 U.S.C. 6103(a). Any time period ending on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in this contract.**

11. Risk of Loss; Eminent Domain: If any portion of the Property is materially damaged by casualty before closing or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings or an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer**. Either party may terminate this contract by written notice to the other within 10 days after **Buyer's** receipt of **Seller's** notification, and **Buyer's** deposit(s) will be returned, failing which **Buyer** will close in accordance with this contract and receive all payments made by the governmental authority or insurance company, if any.

12. Force Majeure: **Seller** or **Buyer** will not be required to perform any obligation under this contract or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or prevented by an act of God or force majeure. An "act of God or "force majeure" is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably within the control of **Seller** or **Buyer** and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the act of God or force majeure is in place. However, in the event that such act of God or force majeure event continues beyond 30 days, either party may terminate this contract by delivering written notice to the other; and **Buyer's** deposit(s) will be returned.

13. Notices: All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or electronic means. **Buyer's failure to timely deliver written notice to Seller, when such notice is required by this contract, regarding any contingency will render that contingency null and void, and this contract will be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by an attorney or licensee (including a transactions broker) representing a party will be as effective as if delivered to or received by that party.**

14. Complete Agreement; Persons Bound: This contract is the entire agreement between **Seller** and **Buyer**. **Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless incorporated into this contract.** Modifications of this contract will not be binding unless in writing, signed or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This contract, signatures, initials, documents referenced in this contract, counterparts, and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this contract prevail over preprinted terms. If any provision of this contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. **Seller** and **Buyer** will use diligence and good faith in performing all obligations under this contract. This contract will not be recorded in any public record. The terms "**Seller**," "**Buyer**," and "Broker" may be singular or plural. This contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if permitted, of **Seller**, **Buyer**, and Broker.

15. Default and Dispute Resolution: This contract will be construed under Florida law. This Paragraph will survive closing or termination of this contract.

- (a) **Seller Default:** If **Seller** fails, neglects, or refuses to perform **Seller's** obligations under this contract, **Buyer** may elect to receive a return of **Buyer's** deposit(s) without thereby waiving any action for damages resulting from **Seller's** breach and may seek to recover such damages or seek specific performance. **Seller** will also be liable for the full amount of the brokerage fee.

Buyer (_____) (_____) and Seller (_____) (_____) acknowledge receipt of a copy of this page, which is 5 of 7 pages.
VAC-11 Rev 6/17

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(b) **Buyer Default:** If **Buyer** fails, neglects, or refuses to perform **Buyer's** obligations under this contract, including payment of deposit(s), within the time(s) specified, **Seller** may elect to recover and retain the deposit(s), paid and agreed to be paid, for the account of **Seller** as agreed upon liquidated damages, consideration for execution of this contract, and in full settlement of any claims, whereupon **Seller** and **Buyer** will be relieved from all further obligations under this contract; or **Seller**, at **Seller's** option, may proceed in equity to enforce **Seller's** rights under this contract.

16. Attorney's Fees; Costs: In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 16 shall survive Closing or termination of this Contract.

17. Escrow Agent; Closing Agent: **Seller** and **Buyer** authorize Escrow Agent and closing agent (collectively "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them upon proper authorization and in accordance with Florida law and the terms of this contract, including disbursing brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party.

18. Professional Advice; Broker Liability: Broker advises **Seller** and **Buyer** to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax, property condition, environmental, and other specialized advice. **Buyer** acknowledges that Broker does not reside in the Property and that all representations (oral, written, or otherwise) by Broker are based on **Seller** representations or public records. **Buyer agrees to rely solely on Seller, professional inspectors, and government agencies for verification of the Property condition and facts that materially affect Property value.** **Seller** and **Buyer** respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising from **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations. **Seller** and **Buyer** hold harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or damage based on (i) **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations; (ii) the use or display of listing data by third parties, including, but not limited to, photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (iii) Broker's performance, at **Seller's** or **Buyer's** request, of any task beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor; (iv) products or services provided by any vendor; and (v) expenses incurred by any vendor. **Seller** and **Buyer** each assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this contract. This Paragraph will survive closing.

19. Commercial Real Estate Sales Commission Lien Act: If the Property is commercial real estate as defined by Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales Commission Lien Act provides that when a broker has earned a commission by performing licensed services under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

20. Brokers: The brokers named below are collectively referred to as "Broker." **Instruction to closing agent:** **Seller** and **Buyer** direct closing agent to disburse at closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Paragraph will not be used to modify any MLS or other offer of compensation made by **Seller** or **Seller's** Broker to **Buyer's** Broker.

(a) _____ Landmark Properties, LLC (Seller's Broker)
will be compensated by ☒ **Seller** ☐ **Buyer** ☐ both parties pursuant to ☒ a listing agreement ☐ other
(specify): _____
(b) _____ Landmark Properties, LLC (Buyer's Broker)
will be compensated by ☐ **Seller** ☐ **Buyer** ☐ both parties ☒ **Seller's** Broker pursuant to ☒ a MLS offer of
compensation ☐ other (specify): _____

EKL KBL
Buyer (_____) (_____) and Seller (_____) (_____) acknowledge receipt of a copy of this page, which is 6 of 7 pages.
VAC-11 Rev 6/17

Serial#: 045017-500155-0589188

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327* **21. Additional Terms:** Closing shall be contingent upon the City of Flagler Beach City Commission approving an
328 ordinance authorizing the conveyance of the property pursuant to City of Flagler Beach Charter, Section 2.10(b)(7). If
329 the City Council fails to approve such ordinance, this contract shall be terminated and Buyer's deposit shall be
330 returned.

331 _____
332 _____
333 _____
334 _____
335 _____
336 _____
337 _____
338 _____
339 _____
340 _____
341 _____
342 _____

343 **COUNTER-OFFER/REJECTION**

344* ☐ Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and
345 deliver a copy of the acceptance to Seller).
346* ☐ Seller rejects Buyer's offer

347 **This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney before**
348 **signing.**

349* Buyer: Edward R Ludke Date: 2/19/2019

350* Print name: _____

351* Buyer: Kimberly Bethel Ludke Date: 2/19/2019

352* Print name: _____

353 **Buyer's address for purpose of notice:**

354* Address: _____

355* Phone: _____ Fax: _____ Email: _____

356* **Seller:** _____ Date: _____

357* Print name: _____ City of Flagler Beach

358* **Seller:** _____ Date: _____

359* Print name: _____

360 **Seller's address for purpose of notice:**

361* Address: _____ 105 S 2nd Street Flagler Beach, FL 32136

362* Phone: _____ 386-517-2000 Fax: _____ Email: _____

363* **Effective Date:** _____ **(The date on which the last party signed or initialed and delivered the**
364 **final offer or counter offer.)**

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#14a

Jeanelle Jarrah

From: Robert Sweeney <lakeerie8@yahoo.com>
Sent: Saturday, February 16, 2019 9:22 AM
To: Jeanelle Jarrah
Subject: Re: Beach Management Plan References

Am unable to continue my membership on our Committee because of health issues. Would like to get activity updates.

Dr. Bob

Robert A. Sweeney, PhD - President

R.A.Sweeney & Associates

2133 N. Oceanshore Blvd.

Flagler Beach, FL 32136

386-693-4715

email: lakeerie8@yahoo.com

On Wednesday, February 13, 2019, 10:04:01 AM EST, Jeanelle Jarrah <JJarrah@CityofFlaglerBeach.com> wrote:

Good morning everyone.

At last night's meeting, the group discussed potentially using the Pinellas County and Brevard County Beach Management Plans as models to change our plan to. Please review both of these plans (links in the attached email) prior to the next scheduled BMP meeting on Tuesday, March 19th at 5:00 p.m. to discuss.

Thank you and have a great day.

Jeanelle

From: Jeanelle Jarrah
Sent: Wednesday, September 26, 2018 4:04 PM
To: Kim Carney; lskoch5@yahoo.com; jonkat@aol.com; sharonem@gmail.com; lakeerie8@yahoo.com; quent-

ORDINANCE 2019-03

**AN ORDINANCE OF THE CITY OF FLAGLER BEACH, FLORIDA,
AUTHORIZING AND APPROVING THE SALE OF REAL PROPERTY
LOCATED AT 1891 N. DAYTONA AVENUE AND PROVIDING FOR
AN EFFECTIVE DATE.**

WHEREAS, the City of Flagler Beach is the owner of real property located at 1891 Daytona Avenue North and more particularly described as:

1.19 AC THE SOUTH 27.07 FEET OF LOT 12 BRUNER ADD BLK 2 LOT
12 AND A STRIP OF LAND 75' FEET WIDE ON N END OF GOVT LOT
2 BETWEEN DAYTONA AVE AND WEST BOUNDARY OF GOVT LOT 2
OR 539 PG 1989;

and

WHEREAS, the property described above are hereinafter referred to collectively as the Property; and

WHEREAS, the City has negotiated terms of a sale of the Properties to Marina Waltz;
and

WHEREAS, the City is authorized pursuant to Section 1.01 and 2.10 of the City of Flagler Beach Charter and the legislative grant of its home rule power to sell real property owned by the City; and

WHEREAS, the State of Florida has recognized the sale of real property owned by a local government to a private entity to be a valid public purpose; and

WHEREAS, the City finds that the sale of the Property constitutes a valid public purpose.

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

SECTION 1. The City Commission approves the sale of the Property pursuant to the terms of the Vacant Land Contract attached hereto as Exhibit "A" and incorporated herein and authorizes the Mayor to execute all documents necessary to effectuate such sale on behalf of the City.

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

PASSED ON FIRST READING THIS _____ DAY OF _____, 2019.

PASSED AND ADOPTED THIS 14th DAY OF February, 2019.

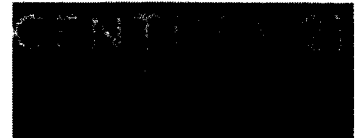
CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

Linda Provencher
Linda Provencher, Mayor

ATTEST:

Penny Overstreet
Penny Overstreet, City Clerk

Vacant Land Contract



1. **Sale and Purchase:** City of Flagler Beach ("Seller")
and MW Marina Marin Waltz ("Buyer")
(the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property")

described as:
Address: 1891 N Daytona Ave N, Flagler Beach, FL 32136
Legal Description: 1.19 AC THE SOUTH 27.08 FEET OF LOT 12 BRUNER ADD BLK 2 LOT 12 AND A STRIP OF LAND 75' WIDE ON N END OF GOVT LOT 2 BETWEEN DA

SEC /TWP /RNG of Flagler County, Florida. Real Property ID No.: 36-11-31-0000-02120-0000
including all improvements existing on the Property and the following additional property:

2. **Purchase Price:** (U.S. currency) \$ 170,000.00

All deposits will be made payable to "Escrow Agent" named below and held in escrow by:

Escrow Agent's Name: Old Florida Title TDD
Escrow Agent's Contact Person: Jon Hobbs
Escrow Agent's Address: 2651 E. Moody Blvd. St. 13 Flagler Beach, FL 32136
Escrow Agent's Phone: 386-1493-1493
Escrow Agent's Email: OFT@oldfloridatitle.com

(a) Initial deposit (\$0 if left blank) (Check if applicable)

☐ accompanies offer

☒ will be delivered to Escrow Agent within 3 days (3 days if left blank)

after Effective Date \$ 5,000.00

(b) Additional deposit will be delivered to Escrow Agent (Check if applicable)

☐ within days (10 days if left blank) after Effective Date

☐ within days (3 days if left blank) after expiration of Feasibility Study Period \$

(c) Total Financing (see Paragraph 5) (express as a dollar amount or percentage) \$ 119,000.00

(d) Other: \$

(e) Balance to close (not including Buyer's closing costs, prepaid items, and prorations)
to be paid at closing by wire transfer or other Collected funds \$ 46,000.00

(f) ☐ (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The unit used to determine the purchase price is ☐ lot ☐ acre ☐ square foot ☐ other (specify):
prorating areas of less than a full unit. The purchase price will be \$ per unit based on a calculation of total area of the Property as certified to Seller and Buyer by a Florida licensed surveyor in accordance with Paragraph 7(c). The following rights of way and other areas will be excluded from the calculation:

3. **Time for Acceptance; Effective Date:** Unless this offer is signed by Seller and Buyer and an executed copy delivered to all parties on or before February 15, 2019, this offer will be withdrawn and Buyer's deposit, if any, will be returned. The time for acceptance of any counter offer will be 3 days after the date the counter offer is delivered. The "Effective Date" of this contract is the date on which the last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter offer.

4. **Closing Date:** This transaction will close on April 19, 2019 ("Closing Date"), unless specifically extended by other provisions of this contract. The Closing Date will prevail over all other time periods including, but not limited to, Financing and Feasibility Study periods. However, if the Closing Date occurs on a Saturday, Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business day. In the event insurance underwriting is suspended on Closing Date and Buyer is unable to obtain property insurance, Buyer may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If this transaction does not close for any reason, Buyer will immediately return all Seller provided documents and other items.

Buyer MW () and Seller () acknowledge receipt of a copy of this page, which is 1 of 7 pages.
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51 **5. Financing: (Check as applicable)**

52 (a) ☐ **Buyer will pay cash for the Property with no financing contingency.**

53 (b) ☒ **This contract is contingent on Buyer qualifying for and obtaining the commitment(s) or approval(s)**
54 **specified below ("Financing") within 60 days after Effective Date (Closing Date or 30 days after Effective**
55 **Date, whichever occurs first, if left blank) ("Financing Period"). Buyer will apply for Financing within 5**
56 **days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial,**
57 **and other information required by the lender. If Buyer, after using diligence and good faith, cannot obtain the**
58 **Financing within the Financing Period, either party may terminate this contract and Buyer's deposit(s) will be**
59 **returned.**

60 (1) ☒ **New Financing: Buyer will secure a commitment for new third party financing for \$**
61 **or 70% of the purchase price at (Check one) ☒ a fixed rate not exceeding 5% ☐ an**
62 **adjustable interest rate not exceeding % at origination (a fixed rate at the prevailing interest rate**
63 **based on Buyer's creditworthiness if neither choice is selected). Buyer will keep Seller and Broker fully**
64 **informed of the loan application status and progress and authorizes the lender or mortgage broker to**
65 **disclose all such information to Seller and Broker.**

66 (2) ☐ **Seller Financing: Buyer will execute a ☐ first ☐ second purchase money note and mortgage to**
67 **Seller in the amount of \$, bearing annual interest at % and payable as**
68 **follows:**
69 **The mortgage, note, and any security agreement will be in a form acceptable to Seller and will follow**
70 **forms generally accepted in the county where the Property is located; will provide for a late payment fee**
71 **and acceleration at the mortgagee's option if Buyer defaults; will give Buyer the right to prepay without**
72 **penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on**
73 **conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require Buyer to**
74 **keep liability insurance on the Property, with Seller as additional named insured. Buyer authorizes Seller**
75 **to obtain credit, employment, and other necessary information to determine creditworthiness for the**
76 **financing. Seller will, within 10 days after Effective Date, give Buyer written notice of whether or not**
77 **Seller will make the loan.**

78 (3) ☐ **Mortgage Assumption: Buyer will take title subject to and assume and pay existing first mortgage to**

79 **LN# in the approximate amount of \$ currently payable at**
80 **\$ per month, including principal, interest, ☐ taxes and insurance, and having a**
81 **☐ fixed ☐ other (describe) interest rate of % which ☐ will ☐ will not escalate upon assumption. Any variance in the**
82 **mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. Buyer will**
83 **purchase Seller's escrow account dollar for dollar. If the interest rate upon transfer exceeds % or**
84 **the assumption/transfer fee exceeds \$, either party may elect to pay the excess,**
85 **failing which this contract will terminate; and Buyer's deposit(s) will be returned. If the lender disapproves**
86 **Buyer, this contract will terminate; and Buyer's deposit(s) will be returned.**
87
88

89 **6. Assignability: (Check one) Buyer ☐ may assign and thereby be released from any further liability under this**
90 **contract, ☐ may assign but not be released from liability under this contract, or ☒ may not assign this contract.**

91 **7. Title: Seller has the legal capacity to and will convey marketable title to the Property by ☐ statutory warranty**
92 **deed ☒ special warranty deed ☐ other (specify) , free of liens, easements,**
93 **and encumbrances of record or known to Seller, but subject to property taxes for the year of closing; covenants,**
94 **restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any**
95 **other matters to which title will be subject) provided there exists at closing no violation of the foregoing.**

96 (a) **Title Evidence: The party who pays for the owner's title insurance policy will select the closing agent and**
97 **pay for the title search, including tax and lien search if performed, and all other fees charged by closing agent.**
98 **Seller will deliver to Buyer, at**

99 **(Check one) ☒ Seller's ☐ Buyer's expense and**

100 **(Check one) ☐ within days after Effective Date ☐ at least days before Closing Date,**
101 **(Check one)**

102 (1) ☐ **a title insurance commitment by a Florida licensed title insurer setting forth those matters to be**
103 **discharged by Seller at or before closing and, upon Buyer recording the deed, an owner's policy in the**
104 **amount of the purchase price for fee simple title subject only to the exceptions stated above. If Buyer is**
105 **paying for the owner's title insurance policy and Seller has an owner's policy, Seller will deliver a copy to**
106 **Buyer within 15 days after Effective Date.**
107

Buyer AW () and Seller AW () acknowledge receipt of a copy of this page, which is 2 of 7 pages.
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(2) ☒ an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller**, then (1) above will be the title evidence.

- (b) **Title Examination:** After receipt of the title evidence, **Buyer** will, within 10 days (10 days if left blank) but no later than Closing Date, deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (i) **Buyer** fails to deliver proper notice of defects or (ii) **Buyer** delivers proper written notice and **Seller** cures the defects within 30 days (30 days if left blank) ("Cure Period") after receipt of the notice. If the defects are cured within the Cure Period, closing will occur within 10 days after receipt by **Buyer** of notice of such cure. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Cure Period. If the defects are not cured within the Cure Period, **Buyer** will have 10 days after receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this contract or accept title subject to existing defects and close the transaction without reduction in purchase price.
- (c) **Survey:** **Buyer** may, at **Buyer's** expense, have the Property surveyed and must deliver written notice to **Seller**, within 5 days after receiving survey but not later than 5 days before Closing Date, of any encroachments on the Property, encroachments by the Property's improvements on other lands, or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and **Seller's** and **Buyer's** obligations will be determined in accordance with Paragraph 7(b).
- (d) **Ingress and Egress:** **Seller** warrants that the Property presently has ingress and egress.

8. **Property Condition:** **Seller** will deliver the Property to **Buyer** at closing in its present "as is" condition, with conditions resulting from **Buyer's** Inspections and casualty damage, if any, excepted. **Seller** will not engage in or permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.

(a) **Inspections: (Check (1) or (2))**

- (1) ☒ **Feasibility Study:** **Buyer** will, at **Buyer's** expense and within 30 days (30 days if left blank) ("Feasibility Study Period") after Effective Date and in **Buyer's** sole and absolute discretion, determine whether the Property is suitable for **Buyer's** intended use. During the Feasibility Study Period, **Buyer** may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state, and regional growth management plans; availability of permits, government approvals, and licenses; and other inspections that **Buyer** deems appropriate. If the Property must be rezoned, **Buyer** will obtain the rezoning from the appropriate government agencies. **Seller** will sign all documents **Buyer** is required to file in connection with development or rezoning approvals. **Seller** gives **Buyer**, its agents, contractors, and assigns, the right to enter the Property at any time during the Feasibility Study Period for the purpose of conducting Inspections, provided, however, that **Buyer**, its agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees, expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a construction lien being filed against the Property without **Seller's** prior written consent. If this transaction does not close, **Buyer** will, at **Buyer's** expense, (i) repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in before conducting the Inspections and (ii) release to **Seller** all reports and other work generated as a result of the Inspections.

Before expiration of the Feasibility Study Period, **Buyer** must deliver written notice to **Seller** of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is" condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to **Seller**, this contract will be deemed terminated, and **Buyer's** deposit(s) will be returned.

- (2) ☐ **No Feasibility Study:** **Buyer** is satisfied that the Property is suitable for **Buyer's** purposes, including being satisfied that either public sewerage and water are available to the Property or the Property will be approved for the installation of a well and/or private sewerage disposal system and that existing zoning

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and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management, and environmental conditions, are acceptable to **Buyer**. This contract is not contingent on **Buyer** conducting any further investigations.

- (b) **Government Regulations:** Changes in government regulations and levels of service which affect **Buyer's** intended use of the Property will not be grounds for terminating this contract if the Feasibility Study Period has expired or if Paragraph 8(a)(2) is selected.
- (c) **Flood Zone:** **Buyer** is advised to verify by survey, with the lender, and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to improving the Property and rebuilding in the event of casualty.
- (d) **Coastal Construction Control Line ("CCCL"):** If any part of the Property lies seaward of the CCCL as defined in Section 161.053, Florida Statutes, **Seller** will provide **Buyer** with an affidavit or survey as required by law delineating the line's location on the Property, unless **Buyer** waives this requirement in writing. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shore line of the Property being purchased.
- ☐ **Buyer** waives the right to receive a CCCL affidavit or survey.

9. **Closing Procedure; Costs:** Closing will take place in the county where the Property is located and may be conducted by mail or electronic means. If title insurance insures **Buyer** for title defects arising between the title binder effective date and recording of **Buyer's** deed, closing agent will disburse at closing the net sale proceeds to **Seller** (in local cashier's check if **Seller** requests in writing at least 5 days before closing) and brokerage fees to Broker as per Paragraph 19. In addition to other expenses provided in this contract, **Seller** and **Buyer** will pay the costs indicated below.

(a) **Seller Costs:**

Taxes on deed
Recording fees for documents needed to cure title
Title evidence (if applicable under Paragraph 7)
Other: _____

(b) **Buyer Costs:**

Taxes and recording fees on notes and mortgages
Recording fees on the deed and financing statements
Loan expenses
Title evidence (if applicable under Paragraph 7)
Lender's title policy at the simultaneous issue rate
Inspections
Survey
Insurance
Other: _____

- (c) **Prorations:** The following items will be made current and prorated as of the day before Closing Date: real estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions.

- (d) **Special Assessment by Public Body:** Regarding special assessments imposed by a public body, **Seller** will pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing; and **Buyer** will pay all other amounts. If special assessments may be paid in installments, ☐ **Seller** ☐ **Buyer** (**Buyer** if left blank) will pay installments due after closing. If **Seller** is checked, **Seller** will pay the assessment in full before or at the time of closing. Public body does not include a Homeowners' or Condominium Association.

- (e) **PROPERTY TAX DISCLOSURE SUMMARY:** **BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.**

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- (f) **Foreign Investment in Real Property Tax Act ("FIRPTA"):** If **Seller** is a "foreign person" as defined by FIRPTA, **Seller** and **Buyer** will comply with FIRPTA, which may require **Seller** to provide additional cash at closing.
- (g) **1031 Exchange:** If either **Seller** or **Buyer** wish to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be contingent upon, extended, or delayed by the Exchange.

10. Computation of Time: Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays specified in 5 U.S.C. 6103(a). Any time period ending on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in this contract.**

11. Risk of Loss; Eminent Domain: If any portion of the Property is materially damaged by casualty before closing or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings or an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer**. Either party may terminate this contract by written notice to the other within 10 days after **Buyer's** receipt of **Seller's** notification, and **Buyer's** deposit(s) will be returned, failing which **Buyer** will close in accordance with this contract and receive all payments made by the governmental authority or insurance company, if any.

12. Force Majeure: **Seller** or **Buyer** will not be required to perform any obligation under this contract or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or prevented by an act of God or force majeure. An "act of God or force majeure" is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably within the control of **Seller** or **Buyer** and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the act of God or force majeure is in place. However, in the event that such act of God or force majeure event continues beyond 30 days, either party may terminate this contract by delivering written notice to the other; and **Buyer's** deposit(s) will be returned.

13. Notices: All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or electronic means. **Buyer's failure to timely deliver written notice to Seller, when such notice is required by this contract, regarding any contingency will render that contingency null and void, and this contract will be construed as if the contingency did not exist.** Any notice, document, or item delivered to or received by an attorney or licensee (including a transactions broker) representing a party will be as effective as if delivered to or received by that party.

14. Complete Agreement; Persons Bound: This contract is the entire agreement between **Seller** and **Buyer**. **Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless incorporated into this contract.** Modifications of this contract will not be binding unless in writing, signed or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This contract, signatures, initials, documents referenced in this contract, counterparts, and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this contract prevail over preprinted terms. If any provision of this contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. **Seller** and **Buyer** will use diligence and good faith in performing all obligations under this contract. This contract will not be recorded in any public record. The terms "**Seller**," "**Buyer**," and "**Broker**" may be singular or plural. This contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if permitted, of **Seller**, **Buyer**, and **Broker**.

15. Default and Dispute Resolution: This contract will be construed under Florida law. This Paragraph will survive closing or termination of this contract.

- (a) **Seller Default:** If **Seller** fails, neglects, or refuses to perform **Seller's** obligations under this contract, **Buyer** may elect to receive a return of **Buyer's** deposit(s) without thereby waiving any action for damages resulting from **Seller's** breach and may seek to recover such damages or seek specific performance. **Seller** will also be liable for the full amount of the brokerage fee.

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(b) **Buyer Default:** If Buyer fails, neglects, or refuses to perform Buyer's obligations under this contract, including payment of deposit(s), within the time(s) specified, Seller may elect to recover and retain the deposit(s), paid and agreed to be paid, for the account of Seller as agreed upon liquidated damages, consideration for execution of this contract, and in full settlement of any claims, whereupon Seller and Buyer will be relieved from all further obligations under this contract; or Seller, at Seller's option, may proceed in equity to enforce Seller's rights under this contract.

16. Attorney's Fees; Costs: In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 16 shall survive Closing or termination of this Contract.

17. Escrow Agent; Closing Agent: Seller and Buyer authorize Escrow Agent and closing agent (collectively "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them upon proper authorization and in accordance with Florida law and the terms of this contract, including disbursing brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to Seller or Buyer, unless the misdelivery is due to Agent's willful breach of this contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party.

18. Professional Advice; Broker Liability: Broker advises Seller and Buyer to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax, property condition, environmental, and other specialized advice. Buyer acknowledges that Broker does not reside in the Property and that all representations (oral, written, or otherwise) by Broker are based on Seller representations or public records. Buyer agrees to rely solely on Seller, professional inspectors, and government agencies for verification of the Property condition and facts that materially affect Property value. Seller and Buyer respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising from Seller's or Buyer's misstatement or failure to perform contractual obligations. Seller and Buyer hold harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or damage based on (i) Seller's or Buyer's misstatement or failure to perform contractual obligations; (ii) the use or display of listing data by third parties, including, but not limited to, photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (iii) Broker's performance, at Seller's or Buyer's request, of any task beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor; (iv) products or services provided by any vendor; and (v) expenses incurred by any vendor. Seller and Buyer each assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this contract. This Paragraph will survive closing.

19. Commercial Real Estate Sales Commission Lien Act: If the Property is commercial real estate as defined by Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales Commission Lien Act provides that when a broker has earned a commission by performing licensed services under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

20. Brokers: The brokers named below are collectively referred to as "Broker." **Instruction to closing agent:** Seller and Buyer direct closing agent to disburse at closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Paragraph will not be used to modify any MLS or other offer of compensation made by Seller or Seller's Broker to Buyer's Broker.

- (a) Landmark Properties LLC (Seller's Broker)
will be compensated by ☒ Seller ☐ Buyer ☐ both parties pursuant to ☒ a listing agreement ☐ other (specify): _____
- (b) CENTURY 21 100 Plus Realty (Buyer's Broker)
will be compensated by ☐ Seller ☐ Buyer ☐ both parties ☒ Seller's Broker pursuant to ☒ a MLS offer of compensation ☐ other (specify): _____

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327. **21. Additional Terms:** 1- This offer is contingent on buyer qualifying for a lot/home construction loan package.
328 _____
329 _____
330 _____
331 _____
332 _____
333 _____
334 _____
335 _____
336 _____
337 _____
338 _____
339 _____
340 _____
341 _____
342 _____

343 **COUNTER-OFFER/REJECTION**

344* ☐ Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and
345 deliver a copy of the acceptance to Seller).
346* ☐ Seller rejects Buyer's offer

347 **This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney before**
348 **signing.**

349. **Buyer:** Marina Waltz Date: 01/20/2019

350. **Print name:** Marina Marin Waltz

351. **Buyer:** [Signature] Date: _____

352. **Print name:** _____

353 **Buyer's address for purpose of notice:**

354. **Address:** _____

355. **Phone:** _____ **Fax:** _____ **Email:** _____

356. **Seller:** Luh Poon Date: 1-29-19

357. **Print name:** Lynda Provencher

358. **Seller:** _____ Date: _____

359. **Print name:** _____

360 **Seller's address for purpose of notice:**

361. **Address:** _____

362. **Phone:** _____ **Fax:** _____ **Email:** _____

363. **Effective Date:** _____ **(The date on which the last party signed or initialed and delivered the**
364 **final offer or counter offer.)**

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Addendum to Contract



Addendum No. 1 to the Contract with the Effective Date of _____ between

City Of Flagler Beach (Seller)
and _____ Marina Waltz (Buyer)
concerning the property described as: 1891 N Daytona Avenue Flagler Beach, FL 32136

(the "Contract"). Seller and Buyer make the following terms and conditions part of the Contract:
Closing shall be contingent upon the City of Flagler Beach City Commission approving an ordinance authorizing the conveyance of the property pursuant to City of Flagler Beach Charter, Section 2.10(b)(7). If the City Council fails to approve such ordinance, this contract shall be terminated and Buyer's deposit shall be returned.

Buyer: Marina Waltz
Buyer: _____
Seller: Frank Prunch
Seller: _____

Date: 1/26/2019
Date: _____
Date: 1-24-19
Date: _____

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

ORDINANCE 2019-03

AN ORDINANCE OF THE CITY OF FLAGLER BEACH, FLORIDA, AUTHORIZING AND APPROVING THE SALE OF REAL PROPERTY LOCATED AT 1891 N. DAYTONA AVENUE AND PROVIDING FOR AN EFFECTIVE DATE.

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

City Commission:

Second Reading: February 28, 2019 @ 6:00 p.m. or soon thereafter

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

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

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

L2320023. Feb. 21, 2019 lt

ORDINANCE 2019-04

#16

**AN ORDINANCE OF THE CITY OF FLAGLER BEACH,
FLORIDA, APPROVING THE COLLECTIVE
BARGAINING AGREEMENT BETWEEN THE CITY OF
FLAGLER BEACH, FLORIDA AND THE
INTERNATIONAL UNION OF POLICE ASSOCIATIONS,
FOR THE PERIOD OCTOBER 1, 2018 THROUGH
SEPTEMBER 30, 2021; PROVIDING FOR CONFLICTS;
PROVIDING FOR SEVERABILITY AND PROVIDING
FOR AN EFFECTIVE DATE**

WHEREAS, the existing Collective Bargaining Agreement between the City of Flagler Beach, Florida and the International Union of Police Associations expired on September 30, 2018; and

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

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

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

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

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

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

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

PASSED ON FIRST READING THIS _____ DAY OF _____, 2019.
PASSED AND ADOPTED THIS _____ DAY OF _____, 2019.

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

ATTEST:

Linda Provencher, Mayor

Penny Overstreet, City Clerk

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

AGREEMENT INDEX

ARTICLE 1	RECOGNITION
ARTICLE 2	NON-DISCRIMINATION
ARTICLE 3	MANAGEMENT RIGHTS
ARTICLE 4	WORK STOPPAGES
ARTICLE 5	PERSONNEL RECORDS
ARTICLE 6	HOURS OF WORK AND OVERTIME
ARTICLE 7	MILEAGE ALLOWANCE AND TAKE HOME VEHICLES
ARTICLE 8	DISCIPLINE AND DISCHARGE
ARTICLE 9	RANDOM ALCOHOL AND DRUG TESTING
ARTICLE 10	INSURANCE
ARTICLE 11	LEAVE OF ABSENCE
ARTICLE 12	WORKER'S COMPENSATION BENEFITS
ARTICLE 13	VACATION
ARTICLE 14	SICK LEAVE
ARTICLE 15	MISCELLANEOUS LEAVES
ARTICLE 16	HOLIDAYS
ARTICLE 17	BEREAVEMENT LEAVE
ARTICLE 18	VOTING
ARTICLE 19	SENIORITY
ARTICLE 20	PROMOTIONS
ARTICLE 21	BULLETIN BOARD

ARTICLE 22	DUES DEDUCTION
ARTICLE 23	ASSOCIATION REPRESENTATIVE
ARTICLE 24	WORKING OFF DUTY
ARTICLE 25	INDIVIDUAL RIGHTS
ARTICLE 26	INTERNAL INVESTIGATIONS/OBLIGATIONS TO THE PUBLIC
ARTICLE 27	GRIEVANCE AND ARBITRATION PROCEDURE
ARTICLE 28	SEVERABILITY CLAUSE
ARTICLE 29	RULES AND REGULATIONS
ARTICLE 30	PENSION PLAN
ARTICLE 31	SAVINGS CLAUSE
ARTICLE 32	EQUIPMENT
ARTICLE 33	UNIFORMS AND EQUIPMENT
ARTICLE 34	EDUCATION
ARTICLE 35	TRAINING
ARTICLE 36	COMPENSATION
ARTICLE 37	PROBATIONARY PERSONNEL
ARTICLE 38	TEMPORARY ASSIGNMENT TO A HIGHER CLASSIFICATION
ARTICLE 39	TERMS OF AGREEMENT
ARTICLE 40	SIGNATURES AND ATTEST

AGREEMENT

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

ARTICLE 1

RECOGNITION

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

ARTICLE 2

NON-DISCRIMINATION

- 2.1 The parties agree not to interfere with the right of any employee covered by this Agreement to become a member, or to refrain from becoming a member, of IUPA. There shall be no discrimination against any employee covered by this Agreement by reason of race, creed, color, national origin, sex, IUPA membership or activity, or lack of IUPA membership or activity, age, or disability.
- 2.2 The City opposes any form of employment discrimination, which is made unlawful under applicable state and Federal law. Any claim of discrimination by an employee against the City, its officers or representatives, shall not be subject to grievance or arbitration under the provision of this contract, but shall be subject only to the method of review prescribed by law.

ARTICLE 3

MANAGEMENT RIGHTS

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

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

ARTICLE 4

WORK STOPPAGES

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

ARTICLE 5

PERSONNEL RECORDS

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

ARTICLE 6

HOURS OF WORK AND OVERTIME

The following provisions shall govern hours of work and overtime:

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

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

- I. A shift work schedule will be posted showing the schedule for a period of at least 28 days and will be posted at least fourteen (14) days in advance of the expiration of the previous schedule.
- J. Patrol Shifts will be for twelve (12) hours for all employees covered by this agreement. Employees not assigned to regular patrol duties may be assigned alternate shift schedules at the discretion of the Commanding Officer of the Police Department.
- K. Department meetings will be held on employee's duty time, for the purpose of conveying policy changes and operating procedures, or the discussion of anything pertaining to the operation of the Flagler Beach Police Department.
- L. At no time will volunteers be used to replace the duties, or functions, of regular full-time certified officers. The City may institute a Citizens on Patrol (COP) program to assist full-time certified police officers in accomplishing tasks which do not require the presence and/or authority of a full-time certified police officer. It is not the intention of the City to use the COP program to replace any full-time certified police officer.
- M. This article shall be reopened during the 2018/2019 fiscal year.

ARTICLE 7

MILEAGE ALLOWANCE AND TAKE HOME VEHICLES

- 7.1 Employees directed and authorized to use their private automobile for personal conveyance only shall be reimbursed in accordance with the mileage allowance permitted by the City.
- 7.2 The City will make a good faith effort to provide each non-probationary sworn police officer living within a 25 air mile radius of the City of Flagler Beach a marked/unmarked take-home police vehicle (when available) at no cost to the employee. The assigned vehicle will be driven to and from work and to conduct official business only.
- 7.3 The Commanding Officer of the Police Department will have the sole discretion to allow probationary sworn police officers the rights provided within this article. The Commanding Officer of the Police Department will also have the sole discretion to withdraw the same rights to any probationary sworn police officer at any time.
- 7.4 Employees shall adhere to all City and Flagler Beach Police Department policies and rules regarding use of take home vehicles. The City shall be responsible for each vehicle assigned to employees and keep each vehicle in a safe operating condition.

ARTICLE 8

DISCIPLINE AND DISCHARGE

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

ARTICLE 9

RANDOM DRUG TESTING

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

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

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

ARTICLE 10

INSURANCE

- 10.1 The City agrees to maintain a Health Insurance plan including hospitalization. Employees covered under this Agreement will be provided individual coverage at City expense. Dependent coverage and any additional premium for plans elected by the employee above the base plan offered by the City will be paid by the employee. The City shall pay any employee covered under this Agreement an amount equal to any amount withheld as the employee share of the base plan offered by the City in accordance with the predecessor agreement between the City and Fraternal Order of Police, Inc. between February 18, 2016 and the effective date of this Agreement.
- 10.2 The City agrees that if an employee covered by this Agreement chooses to join, or desires to discontinue the City program, he shall sign a card provided by the City to this effect.
- 10.3 Eligibility for a Health Insurance plan including hospitalization under the City plan shall be on the first day of the month following thirty (30) days from the date of full time employment. Example: Employee hired on the May 10th would not be eligible for coverage until July 1st.
- 10.4 Any employee who suffers a catastrophic injury, as defined in s. 440.02, in the line of duty shall have the entire premium of the employer's health insurance plan shall be paid for by the City for the employee, the employee's spouse, and for each dependent child of the injured employee until the child reaches the age of majority or until the end of the calendar year in which the child reaches the age of 25 if the child continues to be dependent for support, or the child is a full-time or part-time student and is dependent for support. The term "health insurance plan" does not include supplemental benefits that are not part of the basic group health insurance plan. If the injured employee subsequently dies, the City shall continue to pay the entire health insurance premium for the surviving spouse until remarried, and for the dependent children, under the conditions outlined in this paragraph.

ARTICLE 11

LEAVE OF ABSENCE

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

ARTICLE 12

WORKER'S COMPENSATION BENEFITS

- 12.1 Employees disabled because of an injury arising out of and in the course of performing their duties will be governed by the Florida State Workers' Compensation Law.
- 12.2 Effective upon the ratification date of this collective bargaining agreement, any bargaining unit member who, while acting within the course of employment as provided by Chapter 440, Florida Statutes and thereby sustains a job related injury or illness as deemed compensable under Chapter 440 shall not be required to use sick, vacation, or other leave for the first seven (7) days of their injury, so long as they have at least forty-eight (48) hours of sick time banked at the time of the injury. Employees opting not to use sick, vacation, or other leaves for the first seven days of their injury as provided herein shall be compensated by the City at the rate where the after tax payment from the City is equal to the current Workers' Compensation rate for up to seven (7) days prior to Workers' Compensation benefits beginning (if less than twenty-one (21) days).
- 12.3 This article shall be reopened during the 2018/2019 fiscal year.

ARTICLE 13

VACATIONS

13.1 Eligibility and rate of earning.

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

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

For fiscal year 2018/2019, the accrual of vacation leave as provided above shall be retroactive to October 1, 2018.

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

13.2 Using vacation time.

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

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

13.3 Request for leave.

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

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

13.4 Annual vacation may be granted for the following purposes.

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

13.5 Unused Vacation Time.

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

13.6 Unused Vacation Time.

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

13.7 This article shall be reopened during the 2018/2019 fiscal year.

ARTICLE 14

SICK LEAVE

14.1 Eligibility and rate of earning.

- A. Each employee will earn sick leave at the rate of twelve (12) hours per month.
- B. Sick leave may be taken during the employee's probationary period.
- C. Sick leave will not be granted in advance of accrual.
- D. Sick leave will be considered as time worked for overtime computation.

14.2 Charging leave.

- A. Sick Leave will be charged to the employee in increments of no less than one (1) hour.
- B. Should a holiday occur during sick leave, it shall not be charged as sick leave.

14.3 Request for leave.

- A. To receive compensation while on sick leave, the employee shall notify his/her immediate supervisor, or the Commanding Officer of the Police Department, in accordance with departmental regulations. Any employee must notify the department within the established time limit set by the Commanding Officer of the Police Department. This provision may be waived if the employee submits to the Commanding Officer of the Police Department evidence that would have made it impossible to give such notification.
- B. The Commanding Officer of the Police Department may request a physician's certificate to verify the illness of any employee on sick leave for three (3) days or more of absence within a 30 day period.

14.4 Use of sick leave may be granted for the following reasons:

- A. Personal injury, employee pregnancy or illness of the employee, provided this meets ADA requirements.
- B. Medical, dental, optical or chiropractic examination or treatment when it is not possible to arrange the appointment for off-duty hours.
- C. Exposure to contagious disease, which would endanger others as determined by a physician.

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

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

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

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

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

ARTICLE 15

MISCELLANEOUS LEAVES

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

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

15.2 MILITARY LEAVE

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

15.3 COURT

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

15.4 MATERNITY LEAVE

Both parties agree to abide by Federal Law.

ARTICLE 16

HOLIDAYS

16.1 The City will recognize the following as paid holidays:

New Year Eve
New Year Day
Martin Luther King Day
Good Friday
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
The Day after Thanksgiving Day
Christmas Eve
Christmas Day
One (1) Personal Day that must be taken within that calendar year.
Cannot be carried over and cannot receive pay in lieu thereof.

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

ARTICLE 17

BEREAVEMENT LEAVE

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

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

ARTICLE 18

VOTING

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

ARTICLE 19

SENIORITY

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

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

ARTICLE 20

PROMOTIONS

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

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

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

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

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

ARTICLE 21

BULLETIN BOARD

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

ARTICLE 22

DUES DEDUCTION

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

ARTICLE 23

IUPA REPRESENTATIVE

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

ARTICLE 24

WORKING OFF DUTY

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

ARTICLE 25

INDIVIDUAL RIGHTS

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

ARTICLE 26

INTERNAL INVESTIGATIONS AND OBLIGATIONS TO THE PUBLIC

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

- A. The interrogation shall be conducted at a reasonable hour, preferably at a time when the law enforcement officer or correctional officer is on duty, unless the seriousness of the investigation is of such a degree that immediate action is required.
- B. The interrogation shall take place either at the office of the command of the investigating officer or at the office of the local precinct or police unit in which the incident allegedly occurred, as designated by the investigating officer or agency.

- C. The law enforcement officer or correctional officer under investigation shall be informed of the rank, name, and command of the officer in charge of the investigation, the interrogating officer, and all persons present during the interrogation. All questions directed to the officer under interrogation shall be asked by or through one interrogator during any one investigative interrogation, unless specifically waived by the officer under investigation.
- D. The law enforcement officer or correctional officer under investigation must be informed of the nature of the investigation before any interrogation begins, and he or she must be informed of the names of all complainants. All identifiable witnesses shall be interviewed, whenever possible, prior to the beginning of the investigative interview of the accused officer.

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

- E. Interrogating sessions shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary.
- F. The law enforcement officer under interrogation may not be subjected to offensive language or be threatened with transfer, dismissal, or disciplinary action. A promise or reward may not be made as an inducement to answer any questions.
- G. The formal interrogation of a law enforcement officer, including all recess periods, must be recorded on audio tape, or otherwise preserved in such a manner as to allow a transcript to be prepared, and there shall be no unrecorded questions or statements. Upon the request of the interrogated officer, a copy of any recording of the interrogation session must be made available to the interrogated officer no later than 72 hours, excluding holidays and weekends, following said interrogation.
- H. If the law enforcement officer under interrogation is under arrest, or is likely to be placed under arrest as a result of the interrogation, he or she shall be completely informed of all his or her rights before commencing the interrogation.

- I. At the request of any law enforcement officer under investigation, he or she has the right to be represented by counsel or any other representative of his or her choice, who shall be present at all times during the interrogation whenever the interrogation relates to the officer's continued fitness for law enforcement service.
- J. Notwithstanding the rights and privileges provided by this part, this part does not limit the right of an agency to discipline or to pursue criminal charges against an officer.
- K. During interrogations covered hereunder, questions shall be limited to the circumstances surrounding the allegations, which are the subject of the investigation.
- L. A complaint filed against a law enforcement officer with a law enforcement agency and all information obtained pursuant to the investigation by the agency of such complaint shall be confidential and exempt from the provisions of s. 119.07(1) until the investigation ceases to be active, or until the agency head or the agency head's designee provides written notice to the officer who is the subject of the complaint, either personally or by mail, that the agency has either:
 - 1. Concluded the investigation with a finding not to proceed with disciplinary action or to file charges; or
 - 2. Concluded the investigation with a finding to proceed with disciplinary action or to file charges.
- M. The officer who is the subject of the complaint may review the complaint and all statements regardless of form made by the complainant and witnesses prior to the beginning of the investigative interview. If a witness to a complaint is incarcerated in a correctional facility and may be under the supervision of, or have contact with, the officer under investigation, only the names and written statements of the complainant and non-incarcerated witnesses may be reviewed by the officer under investigation immediately prior to the beginning of the investigative interview.
- N. The findings of any internal investigations shall be labeled "sustained" (guilty as charged), the investigation disclosed sufficient evidence to clearly provide the allegations made in the complaint; or "not sustained" (not guilty), the investigation fails to discover sufficient evidence to clearly prove or disprove the allegations made in the complaint; "exonerated", acts did occur, but were justified, lawful, and proper or "unfounded", the investigation indicates that the act(s) complained of did not occur or failed to involve police personnel;. No other terminology may be used.

- O. Only "sustained" complaints will be inserted in an officer's personnel record.
- P. "Not- sustained" "unfounded" and "exonerated" complaints will not be inserted in an officer's personnel record.
- Q. In the interest of internal security and fairness to the employee under investigation, the City insofar as is legally permissible, agrees to make any statements concerning the validity of the allegations under investigation until such time as the employee under investigation, or any organization, or person representing said employee, make public statements concerning the allegations under investigation. The City shall have the right to respond in any manner it deems appropriate.
- R. As per Statute, the employee is entitled to a copy of any information of whatever type contained in the internal file and has the right to review any and all information contained therein prior to making any statements.
- S. The City agrees that no adverse action will be taken against any employee who exercises the rights provided in this Article.
- T. Any officer covered by this agreement shall have the right to have an attorney present prior to any statement written, or oral, whenever he is involved in a shooting where a death or injury occurred.
- U. No suspension, demotion, or termination will be instituted until the employee's grievance procedures are completed.
- V. Any employee charged with a felony may be placed on unpaid administrative leave by the Commanding Officer of the Police Department or City Manager.
- W. All internal investigations shall be conducted in accordance with the "Law Enforcement Officer's Bill of Rights" as set forth in Florida Statute §§ 112.531 - 112.534.

ARTICLE 27

GRIEVANCE AND ARBITRATION PROCEDURE

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

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

B Grievances shall be presented in the following manner:

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

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

Step 5. The City and the employee shall mutually agree in writing, to the statement of the grievance to be arbitrated prior to the arbitration hearing, and the arbitrator thereafter shall confine his decision to the particular grievance thus specified. In the event the parties fail to agree on the statement of the grievance to be submitted to the arbitrator, the arbitrator will confine his consideration and determination to the written statement of the grievance presented in Step 2 above. The arbitrator shall have no authority to consider, or rule upon, any matter which a grievance is not as defined in this Agreement, not shall this Collective Bargaining Agreement be construed by the arbitrator to supersede applicable laws in existence at the time of signing of this Agreement, except to the extent as specifically provided herein.

Step 6. Each party shall bear the expense of its own witness and of its own representatives for the purpose of the arbitration hearing. The impartial arbitrator's fee and related expenses, and expenses in obtaining a hearing room, if any, shall be divided equally between the parties. Any party desiring a transcript must pay the cost unless both parties mutually agree to share the cost.

Step 7. The Arbitrator's award shall be final and binding on both parties.

ARTICLE 28

SEVERABILITY CLAUSE

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

ARTICLE 29

RULES AND REGULATIONS

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

ARTICLE 30

PENSION PLAN

- 30.1 Chapter 185 will govern the pension plan for police officers. The City agrees that the Police Pension Plan will be maintained pursuant to Section 414 H of the Internal Revenue Code.
- 30.2 Employees can at any time of their choice choose to increase their contribution to the pension plan,
- 30.3 Employees will be allowed to voluntarily contribute to a personal 457 Pension plan.
- 30.4 In accordance with Section 185.35, Florida Statutes. The City and IUPA mutually agree that 50% of any base premium tax revenues attributable to the Police Pension Plan and received by the Police Pension Plan shall be used to fund minimum benefits or other or other retirement benefits in excess of the minimum benefits as determined by the City and 50% of any base premium tax revenues attributable to the Police Pension Plan and received by the Police Pension Plan shall be placed in a defined contribution plan component to fund special benefits.

ARTICLE 31

SAVINGS CLAUSE

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

ARTICLE 32

EQUIPMENT

32.1 Each marked police vehicle, excluding police motorcycles will be equipped with the following equipment:

- A. Siren
- B. Overhead lighting that rotates or flashes giving off adequate light to indicate that the vehicle is a police vehicle.
- C. A protection barrier
- D. Blanket
- E. Fire Extinguisher
- F. 50 feet of rope
- G. First Aid kit
- H. Storage Container
- I. Flashlight with baton for traffic direction
- J. Leg Cuffs

32.2 Each unmarked vehicle will be equipped with the following:

- A. Siren
- B. Dash/roof rotating/flashing emergency light giving off adequate light to indicate that the vehicle is a police vehicle.
- C. Blanket
- D. Fire Extinguisher
- E. 50 feet of rope
- F. First Aid kit
- G. Storage Container
- H. Flashlight with baton for traffic direction
- I. Leg Cuffs

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

ARTICLE 33

UNIFORMS AND EQUIPMENT

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

A. Four (4) Class B uniforms to include short sleeve shirts, trousers, shorts and polo style short sleeve shirts.

B. One (1) Class A uniform to include one (1) pair of dress trousers, one (1) long sleeve dress shirt and one (1) clip-on tie.

C. Baseball style hat

D. Shirt Badge

E. Winter Jacket

F. Rain Gear

G. Bullet resistant vest

H. Name tag

I. Semi-automatic Firearm with 3 magazines

J. One (1) pair of boots

K. Gloves for traffic direction

L. One (1) complete duty belt set to include holster, magazine holder, single handcuff case, rubber glove pouch, and an inner belt

M. Taser (after officer has been trained by the City of Flagler Beach Police Department to carry and use same)

N. Handcuffs

O. Citation Holder

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

Four (4) Class B motorcycle uniforms to include short sleeve shirts and motorcycle style trousers.

B. One (1) Class A uniform to include one (1) pair of dress trousers, one (1) long sleeve dress shirt and one (1) clip-on tie

C. Baseball style hat

D. Shirt Badge

E. Leather Jacket

F. Rain gear

G. Bullet resistant vest

H. Name tag

I. Semi-automatic firearm with three (3) magazines

J. One (1) pair of boots

K. Gloves used for traffic direction

L. One (1) complete duty belt set to include holster, magazine holder, single handcuff case, rubber glove pouch, and an inner belt.

M. Helmet

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

33.4 Personal property required in the line of duty which is damaged or destroyed in the performance of such duty, shall be replaced by the City. If reimbursed for the damaged item by the court, said reimbursement shall go to the City.

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

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

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

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

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

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

ARTICLE 34

EDUCATION

34.1 The City agrees to post notices of any forthcoming courses and seminars that are directly related to Police Department employees. Each employee will be allowed ample time and opportunity to evaluate and prepare for attendance.

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

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

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

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

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

ARTICLE 35

TRAINING

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

ARTICLE 36

COMPENSATION

- 36.1 Except as provided in paragraph 36.6 below, all permanent employees will receive a two point seven five percent (2.75%) adjustment to his/her base salary, effective 1 October 2018 for fiscal year 2018/2019. 36.2 This article shall be reopened during the 2018/2019 fiscal year and the parties shall negotiate base salary adjustments for the 2019/2020 and 2020/2021 fiscal years.
- 36.3 Longevity Pay: Employees who have completed two (2) years of continuous, active service will receive a two percent (2%) pay adjustment upon the anniversary of their employment with the Flagler Beach PD. Once so established, longevity pay will then be applied every two (2) years of active, continuous service at the same rate.
- 36.4 When an employee is promoted to the next higher rank, the employee will receive a minimum of a five percent (5%) increase to their base salary.
- 36.5 Beginning salary for new hires will be \$15.70 an hour beginning 1 October, 2015. After satisfactorily completing a one (1) year probation period, he/she will receive an additional 3.5% percent increase to their hourly wage.
- 36.6 Detective On-Call: Any Detective who is required to be on call for at least forty (40) hours during any pay period shall receive \$25.00 on-call pay for that pay period.

ARTICLE 37

PROBATIONARY PERSONNEL

- 37.1 All new members in the department shall serve a probationary period. Said probation shall be:
1. Hire date to one year after successful completion of the Field Training Program; and
 2. While in full duty status/capacity on probation; time in "light duty," FMLA, military leave, or any other approved leave where it is not possible to observe the probationary employee while completing the basic performance requirements of a law enforcement officer, will not count toward an employee's probationary period.
- 37.2 The probationary period may be extended for up to six (6) months, upon recommendation of the Field Training Officer, Supervisor or Commanding Officer of the Police Department.
- 37.3 The probationary period will begin from the date of successful completion of Field Training. Should an employee become injured, be deployed, or have any other approved leave of absence and miss more than eight (8) consecutive shifts of full-duty during any time while on probation, the probationary period shall be tolled until such employee returns to full-duty status.
- 37.4 Probationary employees shall not be entitled to any seniority rights during the probationary period, but during such period they shall be subject to all other terms and conditions of this agreement and applicable Personnel Rules and Regulations.
- 37.5 Upon completion of said probation period, members shall be known as permanent members and notified of such in writing, and seniority rights shall accrue from commencement of the full time probationary period and shall be considered a part of such member's seniority rights.

ARTICLE 38

TEMPORARY ASSIGNMENT TO A HIGHER CLASSIFICATION

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

ARTICLE 39

TERM OF AGREEMENT

This agreement will become effective upon execution hereof and shall remain in full force until the 30th day of September 2021, or until a new contract is agreed upon, and from year to year thereafter unless terminated or modified. Upon written consent of both parties, up to two articles in addition to those provided for reopen herein may be reopened each calendar year during the term of this agreement. Notification of requests must be received by April 1st of each year. If either party wishes to modify said agreement in 2021, notification must be received by April 1, 2021 and negotiations will begin no later than April 15, 2021.

ARTICLE 40
SIGNATURES AND ATTEST

This Agreement contains the entire agreement of the parties on all matters related to wages, hours, working conditions, and all other matters which have been, or could have been, negotiated by and between the parties prior to the execution of this Agreement. Upon formal adoption by the City Commission and execution by the parties, this Agreement shall become effective immediately and shall remain in full force and effect until September 30, 2021.

City of Flagler Beach

International Union of Police Associations.

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

ORDINANCE 2019-04

AN ORDINANCE OF THE CITY OF FLAGLER BEACH, FLORIDA, APPROVING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF FLAGLER BEACH, FLORIDA AND THE INTERNATIONAL UNION OF POLICE ASSOCIATIONS, FOR THE PERIOD OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2021; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

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

City Commission:

Second Reading: February 28, 2019 @ 6:00 p.m. or soon thereafter

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

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

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

L2320024. Feb. 21, 2019 lt

ORDINANCE 2019-05

#17

**AN ORDINANCE OF THE CITY OF FLAGLER BEACH, FLORIDA,
AUTHORIZING AND APPROVING THE SALE OF REAL PROPERTY
LOCATED AT 1901 N. DAYTONA AVENUE AND PROVIDING FOR
AN EFFECTIVE DATE.**

WHEREAS, the City of Flagler Beach is the owner of real property located at 1901 Daytona Avenue North and more particularly described as:

Lot 11 and the Northerly 40 feet of Lot 12, Block 2, according to the Plat of Bruner Addition, being a subdivision of a part of Government Lot 1, Section 36, Township 11 South, Range 31 East, Flagler County, Florida, in Plat Book 5, Page 24 (From OR 96, Page 0527)

and

WHEREAS, the property described above are hereinafter referred to collectively as the Property; and

WHEREAS, the City has negotiated terms of a sale of the Properties to Marina Waltz; and

WHEREAS, the City is authorized pursuant to Section 1.01 and 2.10 of the City of Flagler Beach Charter and the legislative grant of its home rule power to sell real property owned by the City; and

WHEREAS, the State of Florida has recognized the sale of real property owned by a local government to a private entity to be a valid public purpose; and

WHEREAS, the City finds that the sale of the Property constitutes a valid public purpose.

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

SECTION 1. The City Commission approves the sale of the Property pursuant to the terms of the Vacant Land Contract attached hereto as Exhibit "A" and incorporated herein and authorizes the Mayor to execute all documents necessary to effectuate such sale on behalf of the City.

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

PASSED ON FIRST READING THIS _____ DAY OF _____, 2019.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2019.

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

Linda Provencher, Mayor

ATTEST:

Penny Overstreet, City Clerk

Item

18

Staff

Reports

Penny Overstreet

From: Robert Pace
Sent: Friday, February 15, 2019 10:43 AM
To: Larry Newsom
Cc: Penny Overstreet
Subject: Weekly Highlights

Mr. Newsom,

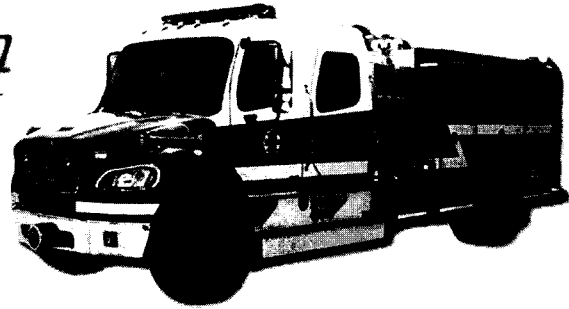
The following are the weekly highlights;

- Captain Cox attended a WaterSafe Meeting on Monday. Discussions included sponsorships and donors. Also discussed was the correlation between the surf camp and the WaterSafe Event. The group is to expand to a non-profit organization and reach farther out to the region. Representatives from Bunnell and Espaniola were brought in to talk about how to reach out to children in that area
- Also on Monday there was another Active Shooter Committee Meeting here at Station 11. Representatives from each fire agency within the county were in attendance. The main topics discussed were grants from private groups, a detailed list of ballistic equipment requested, and on what units the equipment would be stored. Captain Cox and Chief King are scheduled to meet with a representative from Homes for Heroes to discuss funding next week
- The department has been working on a hold harmless agreement for students from FPC's Fire Academy. The agreement would be signed by the student/parents and allow the firefighter in training to ride-along with crews. The students would work an 8AM- 5PM schedule and always only be in an observation role. The hold harmless agreement was reviewed by HR/ city attorney and is ready for implementation
- On Wednesday both FBPD and FBFD held their pension board meeting at the station. Items on the agenda included the approval of disbursements, the consultant's report, and attorney's report. The actuarial valuation report as of October 1, 2018 was also reviewed. The next meeting is scheduled for May 8th
- The department received a certificate of compliance from the State Fire Marshal's Office this week. The certificate is awarded from the Florida Fire Incident Reporting System Section in recognition of 100% participation in the NFIRS and FFIRS Program for 2018. This is the sixth straight year the department has received certification
- The crews have been busy lately with a few improvement projects around the station. Some of the projects included power washing the locker room floor, painting all the exterior's red trim, and mounting a shelf in the front office to display all the department's trophies. I appreciate all the hard work from staff and the station looks great

I look forward to talking to you soon.

Thanks,

Bobby Pace
Fire Chief
Flagler Beach Fire Department
www.FBFire.org



Flagler Beach Fire Department

Weekly Run Report from 2/7/19 – 2/13/19

CALLS BY INCIDENT TYPE

EMS

18

FIRE

1

Service Call

14

Motor Vehicle Accident

1

HazMat

0

Water Rescue

0

Total

34

Penny Overstreet

From: Robert Pace
Sent: Thursday, February 21, 2019 1:56 PM
To: Larry Newsom
Cc: Penny Overstreet
Subject: Weekly Highlights

Mr. Newsom,

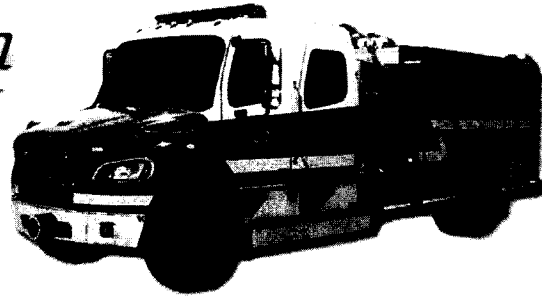
The following are the weekly highlights;

- There was a Public Safety Communication Network Meeting at the EOC to begin the week. Some of the communication towers are ready for testing and the Plantation Bay tower will be linked up with Volusia County for transmissions. Some of the other updates included removing the FC Wide 2 channel, utilizing Fire Tac 1 rather than Tac 3, adding an admin channel for the sheriff's department, and an additional channel for the air port
- Captain Cox attended the monthly Q & A Meeting at the EOC. Dr. McCabe was unable to attend, Dr. Blue (Assistant County Medical Director) lead the meeting. Dr. Blue emphasized the importance of accurate documentation on EMS reports. In the discussion, he used an example of case involving an inmate at the Flagler County Jail
- LEPC (Local Emergency Planning Committee) held a meeting at the EOC. The group discussed the upcoming events for this year and as a partner with the LEPC, the responsibilities for the agencies in the county. Target Hazards/ Right to Know was the topic of discussion that is handled by Flagler County. Radiation training will be the next upcoming event that will have participation by all agencies
- A follow-up on last week's report, Captain Cox met with Chief King and Sam Royer with Homes for Heroes to discuss funding of the new Active Shooter Program. The three reviewed the requirements for the implementation of the Rescue Task Force. Funding for ballistic vests and helmets for all agencies within the county was the main focus. Multiple fundraisers will be held as the group is looking to overshoot their goal of \$12,500
- As we discussed, the EOC will be activated May 1st for a Hurricane Training Drill. Each agency and support committees will participate in the training. I plan to have several city employees in attendance and I am hopeful you can attend based on your availability. In the meantime , I will get with Liz to schedule a review of the Flagler Beach Emergency Plan
- On Wednesday the Quarterly Safety Meeting was held at the station. As I'm sure you have noticed there has been a lot attention placed on active shooter scenarios and the proper counter measures to be put in place. I was approached by Chief Doughney who requested Captain Blanchette speaks to the issue at the next safety meeting. Captain Blanchette gave approximately an hour presentation on Active Threats

I look forward to talking to you soon.

Thanks,

Bobby Pace
Fire Chief
Flagler Beach Fire Department
www.FBFire.org



Flagler Beach Fire Department

Weekly Run Report from 2/14/19-2/20/19

CALLS BY INCIDENT TYPE

EMS

15

Fire Alarm

2

FIRE

0

Hazardous Condition (No Fire)

0

Service Call

5

Water Rescue

1

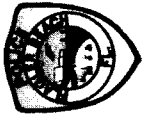
Motor Vehicle Accident

1

Total Calls

24

Prepared by: Lt Snyder



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

Chief's Weekly Report

From: Friday		2/1/2019		To: Thursday		2/7/2019	
Calls For Service	76	Felony Arrest	0	Reports Written	15	Citations Issued	16
Self-Initiated	24	Misd. Arrest	1	Comm. Policing	23	Warnings (Written/Verbal)	58
Traffic Stops	55	City Ordinance	6	Security Checks	284		

Chief's Weekly Summary

Friday: Chief Doughney attended the Healthy Start Coalition's Annual Meeting in Daytona Beach from 11:00 a.m. to 2:00 p.m. Chief Doughney was recently appointed to the organizations Board of Directors.

Friday: Captain Blanchette attended this month's 1st Friday. The chilly weather didn't deter the crowd estimated at 500 from having a great time. Next month's 1st Friday event will be held on March 1st.

Sunday: 2/3/19 @ 10:30 p.m. / Criminal Mischief / 2200 Moody Boulevard (Wadsworth Park): While conducting a security check of the park, Officers located graffiti in the skate park. Additional graffiti were also found in the men's restroom. No suspect(s) can be identified at this time. Photographs were taken and submitted into evidence.

Monday: 2/4/19 @ 4:34 a.m. / Assist Other Agency / 1544 South Ocean Shore Boulevard (Beachfront Motel): Officer assisted Deputies from the Flagler County Sheriff's Office in locating a male subject after his ankle monitor showed he'd violated restrictions set forth by the Court. The subject in question was subsequently arrested by Flagler County Sheriff's Office. **Great Teamwork!**

Monday: 2/4/19 @ 4:47 p.m. / Fraud / 2500 Block of Lakeshore Drive: The victim came to the Police Department to report that he had received an e-mail from Amazon requesting he send them money in reference to his account. The reporting party then went and purchased \$2,500 in gift cards and provided the gift card numbers to the caller. A "Scam Alert" was posted on our social media platforms, as this scam and the IRS scams will ramp up now due to the upcoming tax season. A Media Release was issued as well.

Monday: 2/4/19 @ 7:41 p.m. / Disturbance Domestic / 2000 Block of Palm Drive: Officers responded in reference to a 911 hang up from a residence. The investigation revealed that a male and female at the residence had been involved in a physical disturbance. The female was determined to be the primary aggressor and she was subsequently arrested without incident. The subject was transported to the Flagler County Inmate Facility.

Wednesday: Chief Doughney patrolled the barrier island on a Police bicycle from 1:00 p.m. to 3:00 p.m. Captain Blanchette attended the weekly Crime Maps meeting at the Emergency Operations Center from 4:00 p.m. to 5:00 p.m.

Thursday: 2/7/19 @ 8:33 p.m. / Fraud / 2300 South Flagler Avenue: A Patrol Officer responded in reference to a delayed fraud where the victim advised he'd purchased Daytona race tickets from an ad on Craigslist. The victim advised that he purchased E-bay gift cards in the sum of \$400.00 for payment but never received the tickets. Detective Vinci is assigned this case.

Thursday: 2/7/19 @ 11:29 p.m. / Criminal Mischief / 100 Block of 2nd Street South: A Patrol Officer responded in reference to the victim's vehicle being intentionally damaged. The victim advised that he'd parked his vehicle at 10:00 p.m. and upon his return at 11:29 p.m. his car was scratched on all sides to bare metal. A check of the area revealed no security cameras. Detective Vinci is assigned this case.



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

Chief's Weekly Report

From: Friday		2/8/2019	To: Thursday		2/14/2019
Calls For Service	54	Felony Arrest	1	Reports Written	13
Self-Initiated	37	Misd. Arrest	2	Comm. Policing	34
Traffic Stops	109	City Ordinance	3	Security Checks	256
				Citations Issued	37
				Warnings (Written/Verbal)	22/76

Chief's Weekly Summary

Friday: 2/9/19 @ 12:37 a.m. / Baker Act / 302 Moody Boulevard (Poor Walt): Officers were dispatched in reference to a subject at this location wanting to harm himself. Upon Officers arrival the subject in question was located outside the business, visible upset. The subject admitted that he had already tried to harm himself and he was taken into custody under the Baker Act. The subject was transported to Halifax Medical Center without incident.

Monday: Chief Doughney patrolled the barrier island on a Police bicycle from 1:00 p.m. to 3:00 p.m. During the patrol, a written warning for a parking violation was issued at South Daytona Avenue & 2nd Street South.

Wednesday: Chief Doughney attended the weekly A1A Project Progress Meeting at the Atkins/Superior Office from 10:00 a.m. to 11:00 a.m. Updates from the meeting will be posted on social media and will also be relayed to all City Employees.

Wednesday: 2/13/19 @ 1:04 PM / Burglary Residential / Case # 19-3065 / 1913 North Central Avenue: Tenant who had been evicted from the residence in September of 2018 was found to still be residing inside. The tenant also caused approximately \$20,000.00 in damage to the residence. The tenant was taken into custody without incident and transported to FCIF. Report made.

Wednesday: 2/13/19 @ 3:18 PM / Burglary Residential / Case # 19-3066 / 111 South 18th Street: Homeowner who lives out of state returned to the residence today to find several TV's and expensive fishing equipment missing from the residence. Entry into the residence appeared to have been made through a sliding glass door. Latent prints & touch DNA was recovered from within.

Wednesday: Detective Vinci attended the weekly Crime Maps meeting at the Emergency Operations Center from 4:00 p.m. to 5:00 p.m. Captain Blanchette attended a Police Pension Board meeting at the Fire Department from 4:00 p.m. to 5:00 p.m.

Thursday: 2/14/19 @ 1:21 PM / Death / Case # 19-3123 / 209 South 2nd Street Unit # 3: 41 year old male found deceased in his living room from a possible overdose. CID, victim advocate, and medical examiner's office responded. Numerous firearms and ammunition removed from the scene for safekeeping.

Friday: 2/15/19 @ 12:01 a.m. / Domestic Disturbance / 2019 -3138 / 101 North Ocean Shore Boulevard (Finn's): Officer responded to Finn's in reference to a domestic disturbance between a husband and wife. Upon completing the investigation, it was discovered that the husband was battered by his wife at Finn's. The female was subsequently arrested for domestic battery.

Friday: 2/15/19 @ 1:15 a.m. / Violation of Probation / 2019 -3139 / 909 South Central Avenue Apt. 2: While officers were investigating a domestic disturbance it was discovered one of the parties was in violation of her probation (ref DV), as she was intoxicated. The probation stipulations clearly stated she could not consume alcohol. The subject was arrested for VOP. The domestic incident was verbal only.

A1A Roadwork Project: Our patrol vehicles with the variable message boards along with our electronic speed limit signs have been moved to South Central Avenue. Officers enforced the 25 MPH speed limit on North & South Oceanshore Boulevard and also spend time conducting radar operations on South Central Avenue. Our Department has posted several social media announcements with regards to the change in the speed limit on A1A and also cautioning drivers on speeding through residential neighborhoods during the A1A road work project.

Training: On Monday and Tuesday of this week, our Victim Advocates attended a two (2) day training class in Port Orange with regards to Human Trafficking.

Beach/Parks/Recreation

Weekly Highlights Feb 6-13, 2019

- New lifeguard towers are currently being assembled with stainless steel hardware.
- Security camera systems for the pier and Ocean Rescue Headquarters have arrived. Jarrod Shupe will be handling the installation.
- Ran the ATV's and Polaris. ATV's are running well.
- Handed out Pinewood Derby kits for March First Friday. Salty Church will be organizing the races.
- Emily sent out the invitations for First Friday vendors.
- Met with Allan to look at the Brazilian Peppers in Wickline Park and Mosquito Control. He will schedule a time when he can free up two of his staff.
- Continued to circulate lifeguard job position posters throughout Flagler County.
- Continued to update lifeguard ocean rescue training course for the 2019 summer season.
- Sent completed copy of the Junior Lifeguard Parent Handbook to Janelle to make sure ADA requirements have been met.
- Began working on the 2019-20 annual budget.
- Have been watering the dune plants behind the lifeguard headquarters every other day.
- Attended Urban Surf and Watersafe meetings on February 11th.

Beach/Parks/Recreation

Weekly Highlights Feb 13-20, 2019

- Completed donation request packet for The Flagler Women's Club for donations to the Junior Lifeguard summer program.
- Security camera systems for the pier and Ocean Rescue Headquarters have arrived. We are still waiting for county I.T. to do the installation.
- Ran the ATV's and Polaris. ATV's are running well.
- The annual pinewood derby races are scheduled for this coming First Friday.
- Invitations have been to vendors for First Friday.
- Continued to circulate lifeguard job position posters throughout Flagler County.
- Continued to update lifeguard ocean rescue training course for the 2019 summer season.
- New lifeguard towers are currently being assembled with stainless steel hardware.
- Scheduled Ormond Outpost to service the Polaris and lifeguard trailers.
- Completed final draft of the 2019-20 annual budget.
- Have been watering the dune plants behind the lifeguard headquarters every other day. Coordinated with David from Superior Construction to use the fenced in area behind the Ocean Rescue headquarters as a staging area.
- Met with committee for the Coquina Cup to discuss logistics of the event and the impact on the City.