

REGULAR MEETING OF THE FLAGLER BEACH CITY COMMISSION THURSDAY, MARCH 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.
 - a. Certificates of Appreciation to Members of the Air Force Junior Reserve Officers' Training Corps (JROTC) Detachment FL-936 "Bulldogs" for their assistance with Beach Clean-ups.
 - b. Proclaiming April 2, 2019 as "Equal Pay Day" in Flagler Beach, Florida.
 - c. Proclaiming April, 2019 as "Water Conservation Month" in Flagler Beach, Florida.
 - d. Proclaiming April, 2019 as "Sexual Assault Awareness Month" in Flagler Beach, Florida.
 - e. Proclaiming April 7 -13, 2019 as "Crime Victims' Rights Week" in Flagler Beach, Florida.
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 and Special Meetings of March 14, 2019.
7. Approve a Professional Services Agreement with Kimley Horn for the Land Development Regulations Analyses and Revisions.
8. Approve an authorization to the East Flagler Mosquito Control District for low level aerial treatment, and authorize Mayor to sign same.

GENERAL BUSINESS

9. Consider an appeal regarding the denial of a building permit as a result of a non-conforming use determination – Applicant Richard Bazinet – Represented by Dennis Bayer.
10. Selection of the 2019 Charter Review Commission – Penny Overstreet, City Clerk.

COMMISSION COMMENTS

11. Commission comments, including reports from meetings attended.
 - a. Consider selection of a City Representative to serve the Flagler County Community Health Needs Assessment Leadership team.

PUBLIC HEARINGS

12. Ordinance 2019-06, an Ordinance by the City of Flagler Beach, Florida amending the City's Investment Policies; providing for severability, codification and an effective date - first reading.

STAFF REPORTS

13. Staff Reports.

- a. Discussion and direction to Staff regarding murals – Drew Smith, City Attorney
- b. Discussion and direction to Staff regarding noise regulations – Drew Smith, City Attorney.

14. 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.

Certificate of Appreciation



THIS CERTIFICATE IS AWARDED TO

Air Force Jr. Reserve Officers' Training Corps

Detachment FJL-936 "Bulldogs"

IN GRATEFUL RECOGNITION OF THE OUTSTANDING SERVICE AND TIME

DEDICATED TO THE MONTHLY BEACH CLEAN-UPS

CITY OF FLAGLER BEACH

Mayor Linda Provencher

March 28, 2019

3b.

**FLAGLER BEACH CITY COMMISSION
DESIGNATING APRIL 2, 2019 AS
"EQUAL PAY DAY" IN FLAGLER BEACH, FLORIDA.**

WHEREAS, more than 50 years after the passage of the Equal Pay Act, women, especially minority women, continue to suffer the consequences of unequal pay; and

WHEREAS, according to the U.S. Census Bureau, women working full time, year round in 2017 typically earned 88 percent of what men earned, indicating little change or progress in pay equity; and

WHEREAS, according to *Graduating to a Pay Gap*, a 2012 research report by the American Association of University Women (AAUW), the gender gap is evident one year after college graduation, even after controlling for factors known to affect earnings, such as occupation, hours worked and college major; and

WHEREAS, in 2009 the Lilly Ledbetter Fair Pay Act was signed into law, which gives back to employees their day in court to challenge a pay gap, and now we must pass the Paycheck Fairness Act, which would amend the Equal Pay Act by closing loopholes and improving the law's effectiveness; and

WHEREAS, according to one estimate, college educated women working full time earn more than a half million dollars less than their male peers do over the course of a lifetime; and

WHEREAS, nearly four in 10 mothers are primary breadwinners in their households, and nearly two-thirds are primary or significant earners, making pay equality critical to families' economic security; and

WHEREAS, a lifetime of lower pay means women have less income to save for retirement and less income counted in a Social Security or pension benefit formula; and

WHEREAS, fair pay equity policies can be implemented simply and without undue costs or hardship in both the public and private sectors; and

WHEREAS, fair pay strengthens the security of families today and eases future retirement costs while enhancing the American economy; and

WHEREAS, Tuesday, April 2nd, symbolizes the time in 2019 when the wages paid to American women catch up to the wages paid to men from the previous year.

NOW THEREFORE, BE IT PROCLAIMED BY THE FLAGLER BEACH CITY COMMISSION that they hereby proclaim April 2, 2019 as "Equal Pay Day" in Flagler Beach Florida and urge all citizens of Flagler Beach, Florida, to recognize the full value of women's skills and significant contributions to the labor force and further encourages businesses to conduct an internal pay evaluation to ensure women are being paid fairly.

Adopted this 28th day of March, 2019.

Attest:

Flagler Beach

Penny Overstreet, City Clerk

Linda Provencher, Mayor

**Proclamation
Declaring April as
"Water Conservation Month"**

30.

WHEREAS, water is a basic and essential need of every living creature; and

WHEREAS, The State of Florida, Water Management Districts and (your name) are working together to increase awareness about the importance of water conservation; and

WHEREAS, the City of Flagler Beach and the State of Florida has designated April, typically a dry month when water demands are most acute, Florida's Water Conservation Month, to educate citizens about how they can help save Florida's precious water resources; and

WHEREAS, Flagler Beach has always encouraged and supported water conservation, through various educational programs and special events; and

WHEREAS, every business, industry, school and citizen can make a difference when it comes to conserving water; and

WHEREAS, every business, industry, school and citizen can help by saving water and thus promote a healthy economy and community; and

NOW, THEREFORE, be it resolved that by virtue of the authority vested in me as Mayor of the City of Flagler Beach, I hereby proclaim the month of April as

Water Conservation Month

Flagler Beach, Florida is calling upon each citizen and business to help protect our precious resource by practicing water saving measures and becoming more aware of the need to save water.

Attest

Linda Provencher, Mayor

Penny Overstreet, City Clerk

3d.

**A PROCLAMATION OF THE
CITY OF FLAGLER BEACH BOARD OF COMMISSIONERS
PROCLAIMING APRIL 2019 AS
"SEXUAL ASSAULT AWARENESS MONTH" IN THE CITY OF FLAGLER BEACH**

WHEREAS, Sexual Assault Awareness Month calls attention to the fact that sexual assault violence is widespread and impacts every person in this community; and

WHEREAS, rape, sexual assault, and sexual harassment impact our community and statistics show that one in five women and one in 71 men will be raped at some point in their lives; that one in six boys and one in four girls will experience a sexual assault before age 18; youth ages 12-17 are 2.5 times as likely to be victims of rape or sexual assault and on campus, one in five women and one in 16 men are sexually assaulted; and

WHEREAS, during 2018, Family Life Center, as the certified Rape Crisis Center in Flagler County, provided 209 sexual assault related community education events, 1,593 supportive services and answered 54 sexual assault crisis hotline calls for survivors of sexual assault and their families living in Flagler County; and

WHEREAS, the "Start by Believing" public awareness campaign (a program of End Violence Against Women International) is designed to improve the responses of friends, family members, and community professionals, so they can help sexual assault victims access supportive resources and engage the criminal justice system; and

WHEREAS, the City of Flagler Beach joins advocates and communities across the country because we are strongest when we raise our voices together to change the culture to prevent sexual violence. Prevention requires addressing the root causes and social norms that allow sexual violence to exist. April is Sexual Assault Awareness Month, and each day of the year is an opportunity to create change for the future.

NOW, THEREFORE, THE CITY OF FLAGLER BEACH BOARD OF COMMISSIONERS do hereby proclaim April 2019 as "**SEXUAL ASSAULT AWARENESS MONTH**" in the City of Flagler Beach, and do hereby encourage all citizens to support the "Start by Believing" public awareness campaign.

Adopted this 28th day of March, 2019

ATTEST:

CITY OF FLAGLER BEACH BOARD
OF COMMISSIONERS

3e.

**A PROCLAMATION OF THE
CITY OF FLAGLER BEACH
PROCLAIMING APRIL 7-13, 2019 AS
"CRIME VICTIMS' RIGHTS WEEK" IN FLAGLER BEACH, FLORIDA**

WHEREAS, in 1982, the President's Task Force on Victims of Crime envisioned a national commitment to a more equitable and supportive response to victims;

WHEREAS, this commemorative week celebrates the energy, perseverance and commitment that launched the victims' rights movement, inspired its progress, and continues to advance the cause of justice for crime victims;

WHEREAS, crime can leave a lasting impact on any person, regardless of age, national origin, race, creed, religion, gender, sexual orientation, immigration, or economic status;

WHEREAS, incorporating communities; existing experts and trusted sources of support into efforts to fully serve survivors will develop a criminal justice system response that is truly accessible and appropriate for all victims of crime;

WHEREAS, with the unwavering support of their communities and victim service providers behind them, survivors will be empowered to face their grief, loss, fear, anger and hope without fear of judgment, and will feel understood heard, and respected;

WHEREAS, serving victims and rebuilding their trust restores hope to victims and survivors, as well as supports thriving communities;

WHEREAS, engaging a broader array of healthcare providers, community leaders, faith organizations, educators and businesses can provide new links between victims and services that improve their safety, healing, and access to justice;

WHEREAS, honoring the rights of victims, including the rights to be heard and to be treated with fairness, dignity, and respect, and working to meet their needs rebuilds their trust in the criminal justice and social service systems;

WHEREAS, National Crime Victims' Rights Week provides an opportunity to recommit to ensuring that all victims of crime – especially those who are challenging to reach or serve – are offered culturally and linguistically accessible and appropriate services in the aftermath of crime;

WHEREAS, the Flagler County Advocate Alliance (comprised of Crime Victim Advocates from Bunnell Police Department, Family Life Center, Flagler Beach Police Department, Flagler County Sheriff's Office and the Office of the State Attorney, Seventh Judicial Circuit, Flagler) is hereby dedicated to strengthening victims and survivors in the aftermath of crime, building resilience in our communities and our victim responders, and working for a better future for all victims and survivors.

NOW, THEREFORE, THE CITY OF FLAGLER BEACH BOARD OF COMMISSIONERS do hereby proclaim the week of April 7-13, 2019 as "**CRIME VICTIMS' RIGHTS WEEK**" and reaffirm this city's commitment to creating a victim service and criminal justice response that assists all victims of crime during Crime Victims' Rights Week and throughout the year; and to express our sincere gratitude and appreciation for those community members, victim service providers, and criminal justice professionals who are committed to improving our response to all victims of crime so that they may find relevant assistance, support, justice and peace.

Adopted this 28th day of March, 2019

ATTEST

CITY OF FLAGLER BEACH
BOARD OF COMMISSIONERS

Penny Overstreet, City Clerk

Linda Provencher, Mayor

#6

SPECIAL MEETING OF THE FLAGLER BEACH CITY COMMISSION MARCH 14, 2019 AT 4:30 P.M. 105 SOUTH SECOND STREET FLAGLER BEACH, FLORIDA 32136.

**MINUTES
SINE DIE MEETING**

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

1. **CALL THE MEETING TO ORDER:** Chairman Belhumeur called the meeting to order at 4:30 p.m.
2. **PLEDGE OF ALLEGIANCE:** Mayor Provencher led the pledge.
3. **ANY REMAINING UNFINISHED BUSINESS:**
 - a. **APPROVE THE REGULAR MEETING MINUTES OF FEBRUARY 28, 2019:** Chair Belhumeur opened public comment. No comments were offered. Chair Belhumeur closed public comment. Motion by Commissioner Shupe that we approve the minutes of February 28, 2019. Commissioner Carney seconded the motion. The motion carried unanimously.
4. **RESOLUTION 2019-06, DETERMINING THE DATE AND TIME OF ADJOURNMENT SINE DIE OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA; PROVIDING FOR CONFLICT AND AN EFFECTIVE DATE:** Attorney Smith read the title of the resolution into the record. Chair Belhumeur opened public comment. No comments were offered. Chair Belhumeur closed public comment. Motion by Commissioner Carney to approve Resolution 2019-06. Commissioner Mealy seconded the motion. The motion carried unanimously, after a roll call vote.
5. **ADJOURNMENT:** Motion by Commissioner Carney to adjourn the meeting at 4:33 p.m. Commissioner Mealy seconded the motion. The motion carried unanimously.

Attest:

Rick Belhumeur, Chairman

Penny Overstreet, City Clerk

SPECIAL MEETING OF THE FLAGLER BEACH CITY COMMISSION MARCH 14, 2019 AT 4:30 P.M. 105 SOUTH SECOND STREET FLAGLER BEACH, FLORIDA 32136.

**MINUTES
ORGANIZATIONAL MEETING**

#6

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

1. CALL THE MEETING TO ORDER: Commissioner Belhumeur called to order at 4:33 p.m.
2. SWEARING IN OF THE COMMISSIONERS: Attorney Smith swore in Commissioner's Belhumeur and Mealy.
3. NOMINATIONS:
 - a) NOMINATIONS FOR CHAIRMAN: Commissioner Belhumeur nominated Commissioner Carney. Commissioner Carney seconded her nomination. Commissioner Cooley nominated Commissioner Shupe, Commissioner Mealy seconded the nomination. Clerk Overstreet performed a roll call vote on the nomination of Commissioner Carney as Chair. The nomination carried, three to two, with Commissioners Mealy and Shupe voting no.
 - b) NOMINATIONS FOR VICE-CHAIRMAN: Commissioner Mealy nominated Commissioner Shupe. Commissioner Belhumeur seconded the nomination. The nomination of Commissioner Shupe as Vice-Chair carried unanimously.
1. RESOLUTION 2019-07, APPOINTING CHAIRMAN OF THE CITY OF FLAGLER BEACH, FLORIDA CITY COMMISSION; PROVIDING FOR CONFLICT AND AN EFFECTIVE DATE: Attorney Smith read the tile of the resolution into the record. Motion by Commissioner Mealy to approve Resolution 2019-07. Commissioner Belhumeur seconded the motion. Chair Carney opened public comment. No comments were offered. Chair Carney closed public comment. The motion carried unanimously, after a roll call vote.
2. RESOLUTION 2019-08, APPOINTING VICE-CHAIRMAN OF THE CITY OF FLAGLER BEACH, FLORIDA CITY COMMISSION, PROVIDING FOR CONFLICT AND AN EFFECTIVE DATE: Attorney Smith read the tile of the resolution into the record. Motion by Commissioner Mealy to approve Resolution 2019-08. Commissioner Belhumeur seconded the motion. Chair Carney opened public comment. No comments were offered. Chair Carney closed public comment. The motion carried unanimously, after a roll call vote.
3. RESOLUTION 2019-09, DESIGNATING SIGNATORIES FOR THE BANK AND INVESTMENT ACCOUNTS AT THE STATE BOARD OF ADMINISTRATION, FLORIDA MUNICIPAL INVESTMENT TRUST AND SUNTRUST BANK; PROVIDING HOW SAID FUNDS MAY BE WITHDRAWN;

PROVIDING FOR CONFLICT AND AN EFFECTIVE DATE: Attorney Smith read the title of the resolution into the record. Motion by Commissioner Mealy to approve Resolution 2019-09. Commissioner Shupe seconded the motion. Chair Carney opened public comment.

4. APPOINT ELECTED OFFICIALS TO VARIOUS BOARDS AND COMMITTEES TO SERVE AS CITY'S REPRESENTATIVE: Minor corrections and meeting times were adjusted on the Committee roster. No membership changes were implemented. New representations were established for the Family Life Center Board; Mayor Provencher as an ex-officio representative of the City, and Commissioner Belhumeur will represent the City on the Public Safety Coordination Council. City Manager Newsom reported he will provide the officials with information on moving representation to the St. Johns Transportation Planning Organization.

4. RESOLUTION 2019-10, DECLARING THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, IS DULY ORGANIZED AND READY TO TRANSACT ANY BUSINESS THAT WOULD PROPERLY COME BEFORE IT; PROVIDING FOR CONFLICT AND AN EFFECTIVE DATE: Attorney Smith read the title of the resolution into the record. Motion by Commissioner Mealy to approve Resolution 2019-10. Commissioner Belhumeur seconded the motion. Chair Carney opened public comment. No comments were offered. Chair Carney closed public comment. The motion carried unanimously, after a roll call vote.

5. ADJOURNMENT: Commissioner Belhumeur motion to adjourn the meeting at 5:06 p.m. Commissioner Cooley seconded the motion. The motion carried unanimously.

Attest:

Kim M. Carney, Chair

Penny Overstreet, City Clerk



FLAGLER BEACH CITY COMMISSION

City Manager's Report

Item No. 7

Meeting Date: March 28, 2019

Issue: Approve a Professional Services Agreement with Kimley Horn for the Land Development Regulations Analyses and Revisions

From: Summary provided by Penny Overstreet, City Clerk

Organization: City of Flagler Beach

RECOMMENDATION: Approve the Agreement and authorize Mayor to sign same.

BACKGROUND: The City distributed an open-ended Request for Qualifications for Various Consulting Services in July, 2016. Kimley Horn was approved and added to the qualified consultant list at the January 12, 2016 meeting.

The Agreement is broken into Phases. Phase 1 is budgeted in the 2018-2019 FY budget. It is written into the agreement that the City (Client) will authorize the phases of the project separately. Staff is recommending approval of the Agreement in entirety and the 2019-2020 budget will determine the process of Phases two and three.

BUDGETARY IMPACT: \$40,000 is included in the 2018-19 fiscal year budget. The remaining three phases of the LDR rewrite is proposed to be budgeted in the 2019-20 FY budget.

LEGAL CONSIDERATIONS/SIGN-OFF: Attorney Smith will review the agreement and advise of concerns, if any at the meeting.

PERSONNEL: Planner, Finance Director and City Clerk will work to ensure, information is provided, invoices are paid, and notices are posted.

POLICY/REQUIREMENT FOR BOARD ACTION: Approve the Agreement and authorize Mayor to sign same.

IMPLEMENTATION/COORDINATION: Planner, Finance Director and City Clerk will work to ensure, information is provided, invoices are paid, and notices are posted.

Attachments

- Cover letter and Agreement

Kimley»»Horn

March 14, 2019

Larry Torino
City Planner
City of Flagler Beach
800 S. Daytona Avenue
Flagler Beach, FL 32136

Re: City of Flagler Beach Land Development Code Update
Professional Services Agreement

Dear Mr. Torino:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this letter agreement (the "Agreement") to the City of Flagler Beach ("Client") for providing Land Development Code Analyses and Revisions for the City of Flagler Beach, Florida.

Project Understanding

The City of Flagler Beach (City) desires to have its Land Development Code ("LDC") updated (the "Project"). The current LDC has proven to be outdated and the City desires to employ the services of Kimley-Horn and Associates, Inc. ("KHA") to assist in the update of the City's LDC. The City and Kimley-Horn now desire to enter into this Agreement for Services associated with the update of the City of Flagler Beach LDC. The specific scope of services is defined in greater detail in the following sections:

Scope of Services

Kimley-Horn will perform the professional services described in this Scope of Services below.

Phase 1 - Audit

Task 1 – Project Kick-Off/Data Collection/Coordination

Consultant will attend one kick-off meeting with City staff to begin the project. The kick-off meeting will be conducted to identify Project needs, Consultant responsibilities and preliminary schedules. Prior to the meeting, the Consultant will identify data and information needs for the update of the City's LDC. This task will include preparation of a desktop audit and assessment of the City's Land Development Code, 2035 Comprehensive Plan, City Charter and other related documents specifically identifying those areas to be addressed as part of the LDC update and evaluating the effectiveness of the zoning atlas in relation to the Land Development Code.

Consultant will review the City's current Code and identify its strengths, opportunities and weaknesses. Consultant will as part of this initial task specifically perform the following tasks:

- A. Review the Code for consistency with the adopted Comprehensive Plan.

- B. Utilize City's list of identified needed amendments as the basis for amending the review procedures and boards. It is understood, the City will provide Consultant with a list of items for review, consideration and or conflict based on their use of the current Code including staff review procedures and review boards.
- C. Develop a review "Matrix" of recommended Code provisions for amendment including justification(s). This task includes up to two (2) revisions to the matrix based on review and input from City staff. This matrix will serve as the basis for the future considerations along with information obtained in Task 2. Any additional meetings with City staff in support of this task, not already outlined above, will be provided as an additional service.

Deliverable: A matrix that, at a minimum, identifies overlap, missing land uses, inconsistencies, sources of conflict, and gaps between the City Charter, the Comprehensive Plan, the Land Development Code and other pertinent documents.

Task 2 – Gather Input

The second task will consist of gathering input on recurring/pressing issues related to the LDC by conducting four (4) City facilitated workshops, in the following order:

- Workshop #1: Citizens
- Workshop #2: City Staff
- Workshop #3: Planning and Architectural Review Board
- Workshop #4: City Commission

Deliverable: The Consultant will develop a written summary for each workshop. This information will be analyzed and shown in two forms: brief summaries of each conversation by group and identification of specific code language issues.

Task 3 – Distribution of Data/Opinion Form and Walkabout Tour

The Consultant will develop a public input form as well as an online comment form that will welcome individual and group concerns, opinions and comments. The Consultant will also assist the City in developing a web-based site that will provide information regarding project updates and schedules. After completion of the project, the cost of maintaining this website shall be the responsibility of the City of Flagler Beach.

The Consultant will also schedule, coordinate and conduct a "walkabout" tour of the City. The coordination of this event will include scheduling, choosing an appropriate route, preparing a map for attendees, and leading the group for an agreed-upon duration.

Deliverable: Creation and provision of an input form as well as an online comment form and web-based project site. Consultant will also provide a compilation of input received via the public engagement forms. Consultant will also coordinate and conduct a "walkabout" tour.

Phase 2 - Assess

Based on information and direction gathered in Phase 1, a series of potential approaches to address issues gathered will be developed.

Task 1 – Develop Approaches

In this task, the Consultant will identify and address inconsistencies, duplications, strengths, weaknesses, emerging/missing land uses and begin the process of drafting LDC revisions. To accomplish this task, the Consultant will use the following approach to begin the process:

- Comprehensive Plan analysis and comparison with the existing LDC
- Performance review and analysis of existing zoning districts in certain areas of the City
- Consolidate sections of the LDC in an effort to reduce perceived complexity
- Review and analyze development criteria minimums and maximums in each zoning district
- Analyze specific uses and definitions in the LDC to determine the need to add or remove
- Review existing processes in an effort to streamline or expand to increase efficiency
- Comparative analysis with recent State and Federal legislation

Through these approaches, the Consultant will identify ways to make the LDC more user-friendly.

Deliverable: A detailed summary report of generalized approaches for resolution of the issues discovered in Phase 1 as well as new issues discovered during team meetings and review.

Task 2 – Gather Input on Approaches

The Consultant will attend four (4) meetings (City Staff facilitated workshops) with citizens, City staff, the Planning and Architectural Review Board and City Commission at a time and place specified by City staff to review and discuss the approaches to resolving each identified issue. Attendance at additional workshops, beyond the four identified below, shall be conducted as an Additional Service.

- Workshop #1: Citizens
- Workshop #2: City Staff
- Workshop #3: Planning and Architectural Review Board
- Workshop #4: City Commission

Deliverable: Provide complete workshop summaries and a list of “next steps” for each of the workshops.

Task 3 – Develop Draft Ordinance

Based on the input received in Task 2, recommendations will be developed in strikethrough/underline draft ordinance format. The Consultant will update the respective sections of the LDC consistent with the input from the workshops in Task 2. It is understood that simplified graphics, photographs and images may be used to convey certain topics. The Consultant will provide City staff with the draft for review and comment and will respond to up to two (2) rounds of revisions to the draft based upon this review.

Deliverable: The Consultant will provide an update of the Land Development Code in strikethrough/underline draft ordinance format in an acceptable electronic format.

Task 4 – Gather Input on Draft Ordinance

The Consultant will attend four (4) meetings (City Staff facilitated workshops) with Citizens, City Staff, the Planning and Architectural Review Board and the City Commission to gather input on the draft ordinance language for the Land Development Code. These workshops will be scheduled and coordinated by City Staff. Attendance at additional workshops, beyond the four identified below, shall be conducted as an Additional Service.

- Workshop #1: Citizens
- Workshop #2: City Staff
- Workshop #3: Planning and Architectural Review Board
- Workshop #4: City Commission

Deliverable: The Consultant will provide a complete summary of the results for each workshop as well as a revised draft ordinance.

Phase 3 - Adoption

The Consultant will be presenting the revised LDC in draft strikethrough and underline format to the Planning and Architectural Review Board and City Commission with the goal of approval and formal adoption.

Task 1 - Planning and Architectural Review Board/City Commission Joint Workshop

Along with City Staff, the Consultant will present the revised and updated LDC to the Planning and Architectural Review Board and City Commission in a workshop. The City will be responsible for providing the meeting place and meeting advertisement/public notices for the meeting. Any further meetings beyond this meeting with the Planning and Architectural Review Board and City Commission during this task will be conducted as an Additional Service. The Consultant will revise the draft LDC (as a whole, not individual sections) up to two (2) times in response to any comments.

Deliverable: The Consultant will consider and propose changes to the LDC for presentation to the Planning and Architectural Review Board and City Commission for adoption.

Task 2 – Planning and Architectural Review Board Hearing

Along with City Staff, the Consultant will present the revised and updated LDC to the Planning and Architectural Review Board, sitting as the Local Planning Board (LPA), in a public hearing format. The City will be responsible for providing the meeting place and hearing advertisement/public notices. Any further hearings with the Planning and Architectural Review Board during this task will be conducted as an Additional Service. The Consultant will revise the draft LDC (as a whole, not individual sections) up to two (2) times in response to any Planning and Architectural Review Board comments.

Deliverable: The Consultant will provide amended recommendations after the hearing and present the LDC update and these changes to the City Commission.

Task 3 – City Commission Hearing

Along with City Staff, the Consultant will present the revised and updated LDC to the City Commission in a public hearing format. The City will be responsible for providing the meeting place and hearing advertisement/public notices. Any further hearings with the City Commission during this task will be conducted as an Additional Service. The Consultant will revise the draft LDC (as a whole, not individual sections) up to two (2) times in response to any City Commission comments.

Deliverable: The Consultant will consider and propose changes to the LDC for presentation to the City Commission for adoption.

Task 4 – City Commission Final Adoption Hearing

City Staff along with the Consultant will provide a PowerPoint presentation summarizing the project timeline, stakeholders, obstacles that were overcome and achieved resolutions to identified issues and present an updated LDC for final adoption to the City Commission. All parties involved in the update will be acknowledged and the final copies will be made available through hardcopy, digital and on the website.

Deliverable: Final clean copy of the Land Development Code Update ordinance, suitable for codification.

Additional Services

Any services not specifically provided for in the above scope will be billed as Additional Services and performed at our then current hourly rates. Additional Services we can provide include, but are not limited to, the following:

1. Additional site visits beyond those listed above;
2. Any other professional consulting service not specifically detailed in the Scope of Services;

3. Meetings, workshops, public hearings and similar beyond those identified above.
4. Post Code adoption comprehensive plan amendments (scope and fee to be provided post adoption based on the agreed upon amendments).
5. Infrastructure analysis beyond that referenced in the above scope of services.
6. GIS information creation, analysis or manipulation of data, or the creation of infrastructure information from non-GIS sources.
7. Developing a TCEA mobility Code, mobility fee, or mobility strategies as part of the Code amendments not required by Florida Statutes.
8. Additional revisions beyond those referenced in the above scope of services.
9. Any additional community Planning, urban design, economic and engineering studies and Codes other than prescribed in this scope.
10. Development review including the review of "test cases".
11. Transportation analysis and modeling.
12. Development of design and/or architectural standards.
13. Additional reproduction needs for draft/final documents referenced in the above scope of services.

Information Provided by Client

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following: City's Land Development Code, 2035 Comprehensive Plan, City Charter and other related documents specifically identifying those areas to be addressed as part of the LDC update and evaluating the effectiveness of the zoning atlas in relation to the Land Development Code.

Schedule

Kimley-Horn will provide our services to meet a mutually agreed to schedule.

Fee and Expenses

The Consultant will perform the services described in the Scope of Services for the total lump sum fee shown below inclusive of expenses. Individual task amounts are informational only. Any additional services requested by the City but not specifically included in the above Scope of Services will be provided on an hourly basis in accordance with our then-current rates.

	RFP Task	KHA Task	Description	Fee
Phase 1	1	1	Project Kick-off/Data Collection/Coordination	\$18,000
	2	2	Gather Input	\$13,000
	3	3	Distribution of Data/Opinion Form and Walkabout Tour	\$9,000
	Phase 1 Total			\$40,000
Phase 2	1	4	Develop Approaches	\$13,000
	2	5	Gather Input on Approaches	\$17,000
	3	6	Develop Draft Ordinance	\$20,000
	4	7	Gather Input on Draft Ordinance	\$16,000
	Phase 2 Total			\$66,000
Phase 3	1	8	Planning & Architectural Review Board/City Commission Joint Workshop	\$6,500
	2	9	Planning & Architectural Review Board Hearing	\$6,500
	3	10	City Commission Hearing	\$6,500
	4	11	City Commission Final Adoption Hearing	\$4,500
	Phase 3 Total			\$24,000
		12	Additional Services	Hourly
			Total Lump Sum Fee	\$130,000

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice. All permitting, application, and similar project fees will be paid directly by the Client. Individual task amounts are provided for budgeting purposes only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary. The Client may authorize Kimley-Horn to proceed with individual project phases separately.

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to the

City of Flagler Beach.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

____ Please email all invoices to kdoyle@cityofflaglerbeach.com

____ Please copy _____ ltorino@cityofflaglerbeach.com

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy, and return the other to us. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.


By: Mark Shelton, AICP
Project Manager


George Roland, P.E.
Assistant Secretary

City of Flagler Beach, Florida

(Date)

Linda Provencher, Mayor
(Print or Type Name and Title)

poverstreet@cityofflaglerbeach.com
(Email Address)

_____, Witness

Penny Overstreet, City Clerk
(Print or Type Name)

Attachment – Standard Provisions

KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD PROVISIONS

(1) **Consultant's Scope of Services and Additional Services.** The Consultant will perform only the services specifically described in this Agreement. If requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.

(2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:

- (a) Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
- (b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
- (c) Provide the Consultant all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which the Consultant may rely upon.
- (d) Arrange for access to the site and other property as required for the Consultant to provide its services.
- (e) Review all documents or reports presented by the Consultant and communicate decisions pertaining thereto within a reasonable time so as not to delay the Consultant.
- (f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
- (g) Obtain any independent accounting, legal, insurance, cost estimating and feasibility services required by Client.
- (h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the Consultant's services or any defect or noncompliance in any aspect of the project.

(3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months, Consultant's compensation shall be renegotiated.

(4) **Method of Payment.** Client shall pay Consultant as follows:

- (a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
- (b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.
- (c) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due within 25 days of receipt.
- (d) If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.
- (e) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

(5) **Use of Documents.** All documents and data prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of the Consultant's documents, or any reuse of the documents without written authorization by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the

Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern.

(6) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(7) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. The Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination.

(8) **Standard of Care.** The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(9) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and the Consultant, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the Consultant under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section 9 is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section 9 shall require the Client to indemnify the Consultant.

(10) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

(11) **Construction Costs.** Under no circumstances shall the Consultant be liable for extra costs or other consequences due to unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Consultant shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before the Consultant has issued final, fully-approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.

(12) **Certifications.** The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(13) **Dispute Resolution.** All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation.

(14) **Hazardous Substances and Conditions.** Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant will notify the Client of unanticipated hazardous substances or conditions of which the Consultant actually becomes aware. The Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

(15) **Construction Phase Services.**

(a) If the Consultant prepares construction documents and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) The Consultant shall have no responsibility for any 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.

(c) The Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and 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.

(16) No Third-Party Beneficiaries; Assignment and Subcontracting. This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(17) Confidentiality. The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(18) Miscellaneous Provisions. This Agreement is to be governed by the law of the State of Florida. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

(19) PURSUANT TO FS 558.0035, EMPLOYEES OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.



Board of Commissioners

Julius Kwiatkowski
Barbara Sgroi
Florence Fruehan

Chair
Vice-Chair
Treasurer

#8

March 19, 2019

Re: Aerial Mosquito Control

To Flagler County Local Governments:

Each year we request, in compliance with Federal Aviation Regulation 137.51, authorization to fly over congested areas. As you are aware, the citizens you represent pay for mosquito control services via property taxes and part of those services are operations done by helicopter. To provide services in a timely fashion, we request signed authorization to extend for one year. This has become a formality over the years.

This authorization provided by each local government allows the District to carry out low-level flights, 500 feet and below, over congested areas within their boundaries. The helicopter is the main treatment vehicle of the District and most treatments are done to prevent the emergence of saltmarsh mosquitoes.

The enclosed public notice will be published monthly beginning in April and ending in October and serves to provide ongoing public awareness about aerial operations and further provides contact information.

Please execute the accompanying authorization (Mayor, Manager, etc.) and return to our office no later than April 13, 2019.

Additionally, we request you designate a member of your elected body to accompany us on an aerial inspection flight of the District at a time convenient for the designee.

Thank you for your prompt attention to this matter.

Sincerely,

Mark Positano, Director

East Flagler Mosquito Control District

210 Airport Executive Drive
Palm Coast, Florida 32164

Phone: 386-437-0002
Fax: 386-437-0200

flaglermosquito.com

Authorization

This authorization recognizes that the East Flagler Mosquito Control District, in the exercise of its public health and safety responsibilities, may fly at low levels (500 feet) over congested areas in connection with its operations. This authorization extends from April 15, 2019 through April 15, 2020.

Signature	Date
Print / Type Name	
Title	
Name of Local Government	

Return to:
East Flagler Mosquito Control District
210 Airport Executive DR
Palm Coast, FL 32164

Please return no later than April 13, 2019.

H9

City of Flagler Beach

Agenda Application

INDIVIDUAL'S NAME: Richard A. Bazinet

BUSINESS NAME: _____
(If Applicable)

STREET ADDRESS: 1628 S. OceanShore Blvd
(If within City of Flagler Beach)

MAILING ADDRESS: 800 Bay Rd Mt. Dora, FL 32757
(Please provide City & Zip Code)

PHONE NUMBER: 352-383-6925 or 352-267-8228

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

Applicant Richard A. Bazinet is appealing the
denial of a building permit as a result of
a non-conforming use determination.

BACKGROUND INFORMATION REGARDING THE SUBJECT:

Mr Bazinet is renovating property at 1628 S.
Oceanshore. The structure was partially demolished
and Bazinet intends to rebuild. See attached
emails.

(OVER)

City of Flagler Beach

Agenda Application Continued

REQUESTED ACTION SOUGHT FROM THE COMMISSION:

Reverse decision of Mr Torino

ATTACHMENTS: Permit file, Emails

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

3-19-19

DATE

Dennis Bayer

From: Larry Torino <LTorino@CityofFlaglerBeach.com>
Sent: Wednesday, March 13, 2019 2:44 PM
To: Dennis Bayer
Subject: RE: Richard Bazanie

Dennis,

Phone tag getting old so, will try technology....

The scenario – Rear setback 3.5.ft - Non-conforming structure (minimum 10ft)

LDR's - Non-conforming structure

Section 2.06.08.5 Nonconforming uses and nonconforming structures.

(3) Regulation of nonconforming structures:

(b) When any nonconforming structure is destroyed by any means to an extent greater than seventy-five (75) percent of the structure's assessed value the structure shall not be rebuilt unless rebuilt in full compliance with all provisions of this Land Development Code;

Assessed value – 2019 (Working) = \$60,502 2018 (Certified Value) = \$60,502 $\$60,502 \times .75 = \underline{\$45,736}$

Estimated Cost of Rebuild = \$125,000

Dennis, fyi, I spoke with Drew about this matter yesterday prior to meeting with the applicant. He supported my application and interpretation of the regulatory language.

Larry Torino
Growth Management

From: Dennis Bayer <dennisb@bayermaguirelegal.com>
Sent: Tuesday, March 12, 2019 3:36 PM
To: Larry Torino <LTorino@CityofFlaglerBeach.com>
Subject: Richard Bazanie

Larry

Please give me a call Wednesday to discuss his rebuild permit and your opinion on the loss of grandfather status

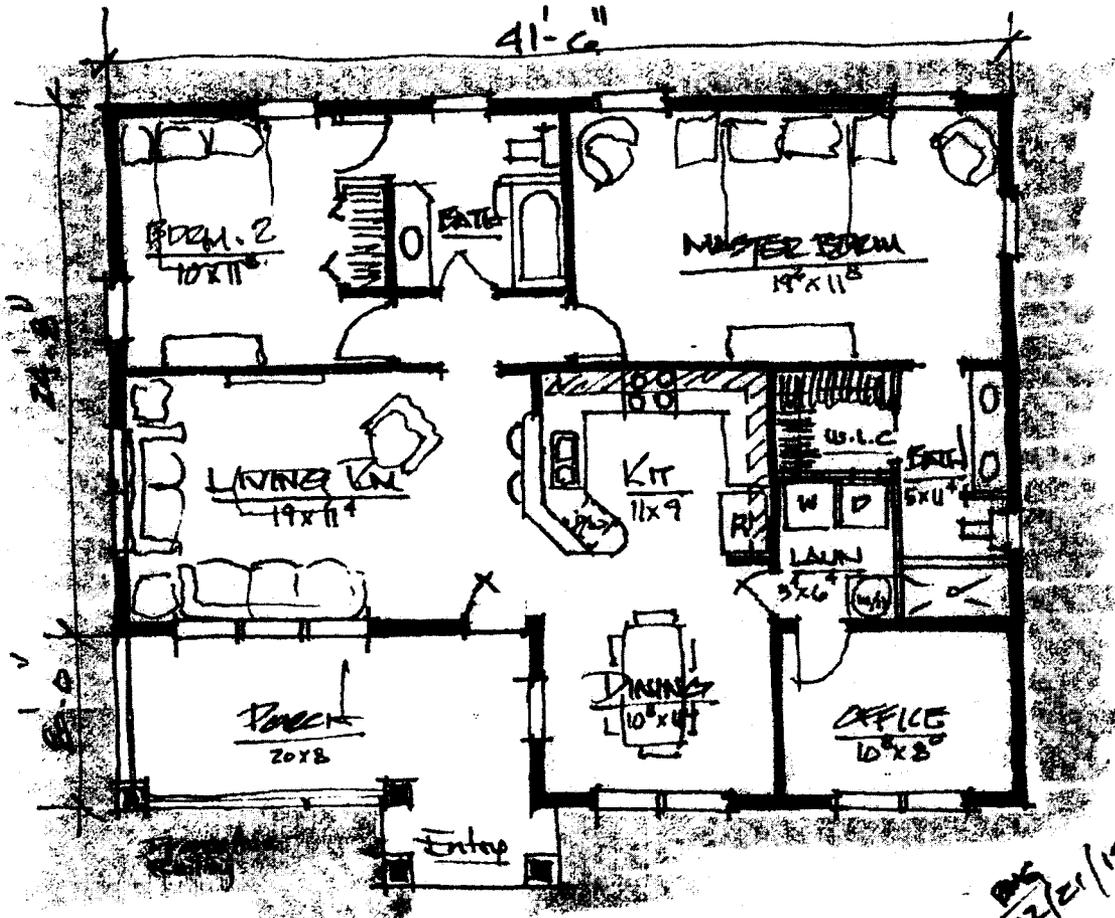
Thanks

Dennis

Dennis Bayer

Attorney at Law | Circuit Court Mediator | Bayer & Maguire

Dennisb@bayermaguirelegal.com **386.439.2332**



PROPOSED FLOOR PLAN

1/8" = 1'-0"



FRONT ELEV.

1/8" = 1'-0"

JOB	CONTRACTOR	TIME
PLUMBING		
CONCRETE	rebar-block	Mar 1
FRAMING	trusses	
ROOF		
A/C	HARRIS	
DRYWALL		
CABINETS	PATS	
FLOORING		
WINDOWS		
electric		
DRIVEWAY		
PAINT		
	TOTAL	

Planning/Zoning Review

Address: 1628 S OCEAN SHORE BLVD	Parcel Number: 18-12-32-2750-00020-0080	Record Number: PB192819
Reviewer: Larry Torino	Owner Name: JMHA DEVELOPMENT LLC	Result/Completion Date: Partially Approved 03/04/2019

Comment Required Minimum Lot Size (Lot of Record)

Concern Side Setback - 10% Lot Width

Comment Front Setback - 25ft.

Concern NON-CONFORMING STRUCTURE
SIDE SETBACK - NOT COMPLIANT
REAR SETBACK - NOT COMPLIANT

CHK/VERIFY COST OF PROPOSED IMPROVEMENTS/DEMO

SECTION 2.06.08.5 NONCONFORMING USES AND NONCONFORMING STRUCTURES.

(3) REGULATION OF NONCONFORMING STRUCTURES:

(A) NO NONCONFORMING STRUCTURE SHALL BE ENLARGED, INCREASED OR EXPANDED IN A WAY THAT INCREASES THE STRUCTURE'S NONCONFORMITY;

COMMENT: CHK REAR A/C PAD

(B) WHEN ANY NONCONFORMING STRUCTURE IS DESTROYED BY ANY MEANS TO AN EXTENT GREATER THAN SEVENTY-FIVE (75) PERCENT OF THE STRUCTURE'S ASSESSED VALUE THE STRUCTURE SHALL NOT BE REBUILT UNLESS REBUILT IN FULL COMPLIANCE WITH ALL PROVISIONS OF THIS LAND DEVELOPMENT CODE;

COMMENT: MAJOR DEMO INTERIOR/EXTERIOR/STRUCTURAL

(C) NORMAL MAINTENANCE, REPAIR AND INCIDENTAL ALTERATION OF A NONCONFORMING STRUCTURE IS PERMITTED, PROVIDED SUCH MAINTENANCE, REPAIR AND INCIDENTAL ALTERATION DOES NOT ENLARGE, INCREASE OR EXPAND THE STRUCTURE'S NONCONFORMITY. A NONCONFORMING RESIDENTIAL STRUCTURE MAY BE ALTERED IN ANY WAY TO IMPROVE INTERIOR LIVABILITY, PROVIDED, HOWEVER, THAT NO STRUCTURAL ALTERATIONS SHALL BE MADE WHICH WOULD INCREASE THE NUMBER OF DWELLING UNITS.

COMMENT: WORK SCOPE FAR EXCEEDS NORMAL MAINTENANCE, REPAIR AND INCIDENTAL ALTERATION OF STRUCTURE..... MAJOR REBUILD

Concern Rear Yard - 10ft. (Lot of Record)

CONCERN = CORRECTIONS REQUIRED

Penny Overstreet

From: Dennis Bayer <dennisb@bayermaguirelegal.com>
Sent: Wednesday, March 20, 2019 2:15 PM
To: Penny Overstreet
Cc: Larry Torino; Drew Smith; Richard Bazinet
Subject: Bazinet Appeal
Attachments: SKM_C36819032014210.pdf

RE: Appeal Building Official Code Interpretation
Property: 1628 South Oceanshore

Penny

Attached is the agenda request and supporting documentation regarding Mr. Torino's determination as to the non-conforming status of my client's construction project. Mr. Bazinet is working with the contractor to reduce the costs of the home renovation with several items, including converting the roof from aluminum to shingles. We will share the new information with Mr. Torino once received from the engineer.

Sincerely,

Dennis Bayer



City of Flagler Beach

To: Kim Carney, Chairperson, City Commission
City Commission Members

FROM: Larry Torino, City Planner

RE: #AP 19-03-01 Appeal of City Planner findings - Land Development Regulations pertaining to: **Section 2.06.08.5 Nonconforming uses and nonconforming structures.**

(3) Regulation of nonconforming structures:

DATE: March 21, 2019

Applicant: Dennis K. Bayer, Attorney
109 S. 6th Street
Flagler Beach, FL 3236

Property Owner: Richard A Bazinet
800 Bay Road
Mount Dora, FL 32757

Property ID #: 18-12-32-2750-00020-0080

Address: 1628 S. Ocean Shore Blvd. **(See Attachment #1 Location Map)**

Future Land Use: Medium Density Residential

Zoning District: Low Density Residential

Summary:

1. Building Setback

Rear setback 3.5ft - Non-conforming structure (minimum 10ft required) **(See Attachment #2 Survey)**

Side Setback 4.4ft - Non-conforming structure (minimum 5ft required)

2. Land Development Regulation's - Non-conforming structures

Section 2.06.08.5 Nonconforming uses and nonconforming structures.

(3) Regulation of nonconforming structures:

(b) When any nonconforming structure is destroyed by any means to an extent greater than seventy-five (75) percent of the structure's assessed value the structure shall not be rebuilt unless rebuilt in full compliance with all provisions of this Land Development Code;

(c) Normal maintenance, repair and incidental alteration of a nonconforming structure is permitted, provided such maintenance, repair and incidental alteration does not enlarge,

increase or expand the structure's nonconformity. A nonconforming residential structure may be altered in any way to improve interior livability,

NOTE: The scope of work includes but is not limited to stucco, windows, drywall, plumbing, electrical, mechanical, kitchen, bathrooms, (structural improvements as required by Florida Building Code/not indicated on the Building Permit Application)

3. Circumstance

The applicant is appealing the decision of the City Planner as it relates to Building permit No. PB192819 (Renovation), and more specifically, the disapproval of the zoning review findings.

Pursuant to the *City of Flagler Beach Code of Ordinances Sec. 20-8. - Appeals*. Any final decision by a city official or board other than the city commission may be appealed to the city commission by filing a written notice of appeal with the city manager or designee within thirty (30) days of the date of the decision. Any appeal not timely filed as set forth above shall be waived. A timely filed appeal shall be heard within a reasonable time in light of the circumstances. Any final decision by the city commission is subject to review as provided by law.

On March 19, 2019 an appeal was submitted, as such, compliant with the filing requirement.

Do the proposed improvements, as outlined in the work scope of the proposed improvements align or exceed the established threshold allowed to a non-conforming structure as provided for in the Land Development Regulations?

4. Findings –

(3) Regulation of nonconforming structures: b. above

a. Property Appraiser data

Assessed value – 2019 (Working) = \$60,502 (Property Appraiser data)

2018 (Certified Value) = \$60,502

$\$60,502 \times .75 = \$45,736$

Estimated Cost of Rebuild = \$125,000 (See Attachment #3 Building permit Application)

(3) Regulation of nonconforming structures: c. above

Per the finding of the Chief Building Official, the scope of work exceeds normal maintenance, repair and incidental alteration of a nonconforming structure as defined in the Florida Building Code (See Attachment #4 Florida Building Code 6th Edition excerpt).

Attachments:

Attachment #1 – Location Map

Attachment #2 – Survey/site layout plan

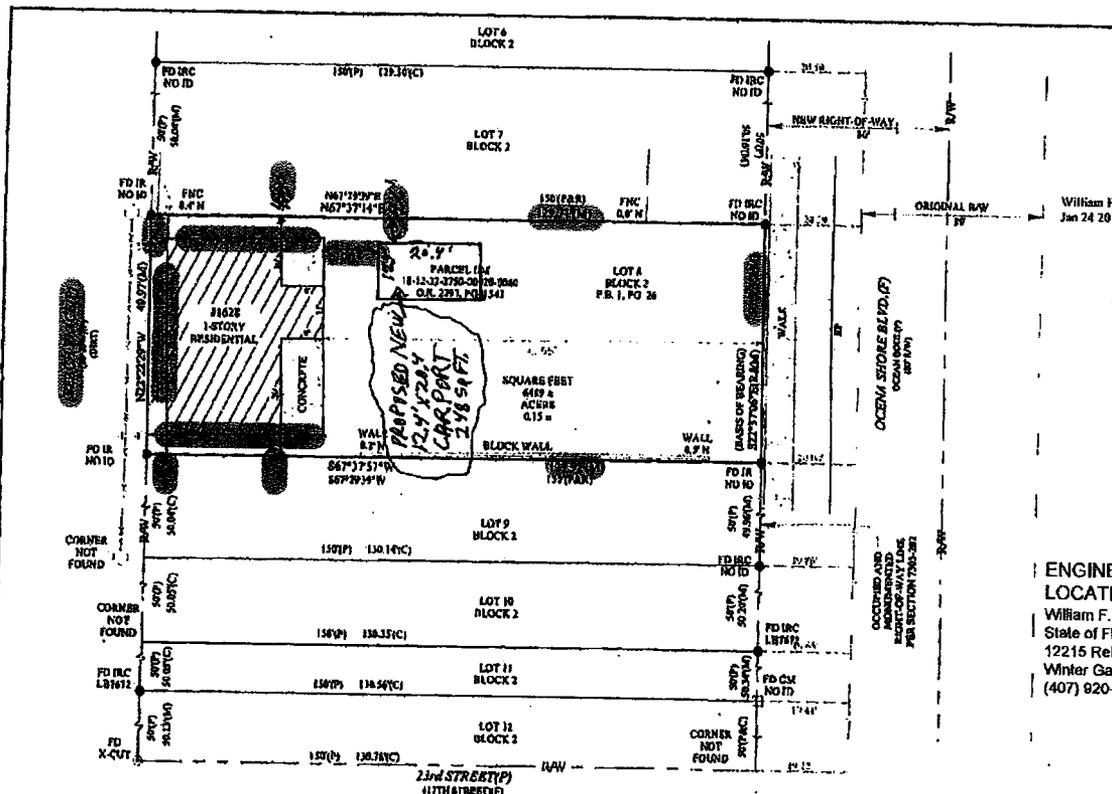
Attachment #3 – Building Permit Application

Attachment #4 – Florida Building Code 6th Edition (excerpt)

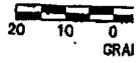
LOCATION MAP



Lot 8



William F. Sturke, PH.D., P.E.
Jan 24 2019 8:23 PM



1628 S. O. Flagler

ENGINEERING
LOCATION OF CARPORT
William F. Sturke, PhD, P.E.
State of Florida PE # 12250
12215 Rebeccas Run Dr.
Winter Garden, FL 34787
(407) 920-1339

CERTIFIED TO: - RICHARD A. BAZZINIST	WORK ORDER No. 2018-	THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1" = 20 FEET OR SMALLER. ANY USE OF THIS FILE AT A SCALE LARGER THAN STATED SHALL BE AT THE USER'S OWNERS RISK. SURVEY IS NOT VALID WITHOUT SHEETS 1 THROUGH 2 TOGETHER SEE SHEET 2 OF 2 FOR SURVEYOR'S SIGNATURE	TYPE OF SURVEY: BOUNDARY	SURVEY MAP OR SURVEY REPORT	 SUR LAND SURVEY 244 Ridgewood Ave Vero Beach, Florida LB # 8205
	FIELD BOOK / PAGE 12 /		ADDRESS: 1628 S. Ocean Shore Blvd. Flagler Beach, Florida	FILE: 1628 S. Ocean Shore Blvd. Flagler Beach, Florida	
OFFICE WORK BY: BR DATE: 11/28/18 FIELD WORK BY: OZ DATE: 11/28/18	SCALE: 1" = 20'				



CITY OF FLAGLER BEACH
BUILDING DEPARTMENT

BUILDING PERMIT APPLICATION

FOR BUILDING USE ONLY	
Permit #	<u>PB1928</u>
Fee \$	<u>505.63</u>

1. Property Owners Name: Richard A. Bazinet
 Mailing Address: 800 Bay Road Mt. Dora, FL Phone Number: 352-267-8228

2. Location/Job Address: 1628 S. Ocean Shore Blvd Flagler Beach, FL
 Parcel # 18-12-32-275000020-0080 Block: _____ Lot: _____

P.O. Box
2314

3. Contractor / Installer: G&M Construction Services Inc
 Address: 1709 Howell Branch Rd State License CGC062542
 City/State/Zip Code Winter Park, FL Phone # 407-647-6700
 Fax # _____ Cell # 407-448-9300
 E-mail garybri@gmail.com

4. Description of Work: Commercial Residential

Remove stucco, windows, plywood, plumbing,

5. Construction Dumpster Contractor Owned Dumpster Company's Name: Environmental Land Services

6. Total Square Footage Under Roof (Square footage subject to state surcharge): _____
(Total square footage under roof - including but not limited to: new construction, carports, roofed screen rooms, modular buildings, boathouses, accessory structures) DCA Rule 9B-62.003

7. Type of Construction, Occupancy Classification and Area Totals:
 Type of Construction (circle one): IA IB IIA IIB IIIA IIIB IV VA VB
 Occupancy Classification (circle one): A-1 A-2 A-3 A-4 B E F-1 F-2 H-1 H234 H-5 I-1
 I-2 I-3 I-4 M R-1 R-2 R-3 R-4 S-1 S-2 U
 Living Area: 1,800 square feet Non Living: — square feet # of Rooms (total): 7
 # of Bedrooms: 2 # of Bathrooms: 2 # of Stories: 1 # of Habitable Floors: 1
 Patio: 200 square feet Driveway: — x — Pool Area (including deck): —

Mobile Home: Make _____ Model _____ Year _____ Serial Number _____
 Specify Single or Double Wide _____ Width _____ x Length _____ (without porch) Sq Ft _____
 Is this a replacement home? _____ YES or _____ NO (If yes provide proof)

RECEIVED

8. Total Cost of Improvements: \$ _____ FEB 19 2019

9. Sub Contractor Information

- Electrical Contractor: Tom Winn Electrical License Holders Name Tom Winn
State License # ER13014976 Size of Electrical Service: Phase 1 Amps 150-200
- Plumbing Contractor: Outback Plumbing License Holders Name John Gray
State License # CFC 1425976 # Bathrooms _____ # Fixtures, Drains & Traps _____
- Mechanical Contractor: Harris Oil & A/C License Holders Name James Harris III
State License # CAC058359 Total Cost of Mechanical \$ 5,000 Size of Unit 2 tons
- Roofing Contractor: Flagler County Roofing License Holders Name Robert Lang
State License # CC0057978 Total Cost of Roof \$ _____
Type of Roof to be Installed _____ Square Footage of Structure _____
- Aluminum Contractor: _____ License Holders Name _____
State License # _____ Total Cost of Aluminum Structure \$ _____
Square Footage under Solid Roof Panels _____
- Gas Contractor: _____ License Holders Name _____
State License # _____ Total Number of Outlets _____

Application is hereby made to obtain a permit to do the work and installations as indicated. I certify that no work has commenced prior to the issuance of a permit and that all work will be performed to meet the standards of all laws regulating construction in this jurisdiction.

* To qualify as an owner-builder, the owner of the property must personally appear at Flagler Beach Building Dept. and sign this application. (FS 5489.103.7b)

"FAILURE TO COMPLY WITH THE MECHANICS LIEN LAW CAN RESULT IN THE PROPERTY OWNER PAYING TWICE FOR THE BUILDING IMPROVEMENTS"

(Signature) [Signature] (Printed Name) GARY W. BRIDGES

(Check one)

IS SIGNING AS: CONTRACTOR MOBILE HOME INSTALLER OWNER*
State of Florida _____ County of Flagler

Sworn to and Subscribed before me, the 15 Day of February, 2020
by Gary Bridges who is personally known to me or has produced _____
(Type of Identification) _____ as identification.

Rosemary Hall Rosemary Hall
Signature of Notary Public Print, Type or Stamp of Notary

CHAPTER 9

ALTERATIONS—LEVEL 3

SECTION 901 GENERAL

901.2 Compliance. In addition to the provisions of this chapter, work shall comply with all of the requirements of Chapters 7 and 8. The requirements of Sections 803, 804 and 805 shall apply within all *work areas* whether or not they include exits and corridors shared by more than one tenant and regardless of the occupant load.

Exception: Buildings in which the reconfiguration of space affecting exits or shared egress access is exclusively the result of compliance with the accessibility requirements of Section 705.2 shall not be required to comply with this chapter.

SECTION 902 SPECIAL USE AND OCCUPANCY

902.1 High-rise buildings. Any building having occupied floors more than 75 feet (22 860 mm) above the lowest level of fire department vehicle access shall comply with the requirements of Sections 902.1.1 and 902.1.2.

902.1.1 Recirculating air or exhaust systems. When a floor is served by a recirculating air or exhaust system with a capacity greater than 15,000 cubic feet per minute (701 m³/s), that system shall be equipped with approved smoke and heat detection devices installed in accordance with the *Florida Building Code, Mechanical*.

902.1.2 Elevators. Where there is an elevator or elevators for public use, at least one elevator serving the *work area* shall comply with this section. Existing elevators with a travel distance of 25 feet (7620 mm) or more above or below the main floor or other level of a building and intended to serve the needs of emergency personnel for fire-fighting or rescue purposes shall be provided with emergency operation in accordance with ASME A17.3. New elevators shall be provided with Phase I emergency recall operation and Phase II emergency in-car operation in accordance with ASME A17.1/CSAB44.1.

902.2 Boiler and furnace equipment rooms. Boiler and furnace equipment rooms adjacent to or within Groups I-1, I-2, I-4, R-1, R-2 and R-4 occupancies shall be enclosed by 1-hour fire-resistance-rated construction.

Exceptions:

1. Steam boiler equipment operating at pressures of 15 pounds per square inch gauge (psig) (103.4 KPa) or less is not required to be enclosed.
2. Hot water boilers operating at pressures of 170 psig (1171 KPa) or less are not required to be enclosed.

3. Furnace and boiler equipment with 400,000 British thermal units (Btu) (4.22 × 10⁸ J) per hour input rating or less is not required to be enclosed.
4. Furnace rooms protected with an automatic sprinkler system are not required to be enclosed.

SECTION 903 BUILDING ELEMENTS AND MATERIALS

903.1 Existing shafts and vertical openings. Existing stairways that are part of the means of egress shall be enclosed in accordance with Section 803.2.1 from the highest *work area* floor to, and including, the level of exit discharge and all floors below.

903.2 Fire partitions in Group R-3. Fire separation in Group R-3 occupancies shall be in accordance with Section 903.2.1.

903.2.1 Separation required. Where the *work area* is in any attached dwelling unit in Group R-3 or any multiple single-family dwelling (townhouse), walls separating the dwelling units that are not continuous from the foundation to the underside of the roof sheathing shall be constructed to provide a continuous fire separation using construction materials consistent with the existing wall or complying with the requirements for new structures. All work shall be performed on the side of the dwelling unit wall that is part of the *work area*.

Exception: Where *alterations* or *repairs* do not result in the removal of wall or ceiling finishes exposing the structure, walls are not required to be continuous through concealed floor spaces.

903.3 Interior finish. Interior finish in exits serving the *work area* shall comply with Section 803.4 between the highest floor on which there is a *work area* to the floor of exit discharge.

SECTION 904 FIRE PROTECTION

904.1 Automatic sprinkler systems. An automatic sprinkler system shall be provided in a work area where required by Section 804.2 or this section.

904.1.1 High-rise buildings. An automatic sprinkler system shall be provided in work areas where the high-rise building has a sufficient municipal water supply for the design and installation of an automatic sprinkler system at the site.

904.1.2 Rubbish and linen chutes. Rubbish and linen chutes located in the *work area* shall be provided with automatic sprinkler system protection or an approved automatic fire-extinguishing system where protection of the rubbish and linen chute would be required under the

CHAPTER 5

CLASSIFICATION OF WORK

SECTION 501 GENERAL

501.1 Scope. The provisions of this chapter shall be used in conjunction with Chapters 6 through 13 and shall apply to the *alteration, repair, addition and change of occupancy* of existing structures, including historic and moved structures, as referenced in Section 301.1.2. The work performed on an *existing building* shall be classified in accordance with this chapter.

501.1.1 Compliance with other alternatives. *Alterations, repairs, additions and changes of occupancy* to existing structures shall comply with the provisions of Chapters 6 through 13 or with one of the alternatives provided in Section 301.1.

501.2 Work area. The *work area*, as defined in Chapter 2, shall be identified on the construction documents.

* **501.3 Structure seaward of a coastal construction line.** Structures located seaward of the coastal construction line shall be designed to resist the predicted forces of a 100-year storm event in accordance with Section 3109 of the *Florida Building Code, Building*.

501.4 Dangerous buildings. When an historic building is determined as dangerous, no work shall be required except as necessary to correct identified dangerous conditions.

SECTION 502 REPAIRS

502.1 Scope. *Repairs*, as defined in Chapter 2, include the patching or restoration or replacement of damaged materials, elements, *equipment or fixtures* for the purpose of maintaining such components in good or sound condition with respect to existing loads or performance requirements.

502.2 Application. *Repairs* shall comply with the provisions of Chapter 6. Reroofing shall comply with the provisions of Section 706.

502.3 Related work. Work on nondamaged components that is necessary for the required *repair* of damaged components shall be considered part of the *repair* and shall not be subject to the provisions of Chapter 7, 8, 9, 10 or 11.

SECTION 503 ALTERATION—LEVEL 1

503.1 Scope. Level 1 alterations include the removal and replacement or the covering of existing materials, elements, equipment, or fixtures using new materials, elements, equipment, or fixtures that serve the same purpose.

503.2 Application. Level 1 *alterations* shall comply with the provisions of Chapter 7.

SECTION 504 ALTERATION—LEVEL 2

504.1 Scope. Level 2 *alterations* include the reconfiguration of space, the addition or elimination of any door or window, the reconfiguration or extension of any system, or the installation of any additional equipment.

504.2 Application. Level 2 *alterations* shall comply with the provisions of Chapter 7 for Level 1 *alterations* as well as the provisions of Chapter 8.

SECTION 505 ALTERATION—LEVEL 3

505.2 Application. Level 3 *alterations* shall comply with the provisions of Chapters 7 and 8 for Level 1 and 2 *alterations*, respectively, as well as the provisions of Chapter 9.

SECTION 506 CHANGE OF OCCUPANCY

506.1 Scope. *Change of occupancy* provisions apply where the activity is classified as a *change of occupancy* as defined in Chapter 2.

506.2 Application. *Changes of occupancy* shall comply with the provisions of Chapter 10.

SECTION 507 ADDITIONS

507.1 Scope. Provisions for *additions* shall apply where work is classified as an *addition* as defined in Chapter 2.

507.2 Application. *Additions to existing buildings* shall comply with the provisions of Chapter 11.

SECTION 508 HISTORIC BUILDINGS

508.1 Scope. *Historic building* provisions shall apply to buildings classified as historic as defined in Chapter 12.

508.2 Application. Except as specifically provided for in Chapter 12, *historic buildings* shall comply with applicable provisions of this code for the type of work being performed.

SECTION 509 RELOCATED BUILDINGS

509.1 Scope. Relocated building provisions shall apply to relocated or moved buildings.



FLAGLER BEACH CITY COMMISSION

City Manager's Report

Item No. 10

Meeting Date: March 28, 2019

Issue: Selection of the 2019 Charter review Commission

From: Penny Overstreet, City Clerk

Organization: City of Flagler Beach

RECOMMENDATION: Each Official to provide the name of a resident of the City. At the Review Commissions first meeting they will select one additional resident to be on the Charter Review Commission.

BACKGROUND: I reported in error at the March 14th meeting that you would jointly agree on the 7th member. The members of the Charter Review Commission will jointly agree on the 7th member at their first meeting. Sorry, it's been 10 years, I forgot that part. Below is the Section from the Charter regarding the ten-year review and how the Review Commission members are to be selected.

Section 9.02. - Charter Review Commission.

(a) The City Commission shall establish a Charter Review Commission which shall convene every ten (10) years, calculated from the time the Review Commission's most recent proposed changes were last sent to the voters.

(b) The Charter Review Commission shall consist of seven (7) unpaid members from the City of Flagler Beach electors who are not elected officials or employees of the City. One (1) member to be appointed by each of the City Commissioners and the Mayor and one (1) member appointed by a majority vote of the appointees to serve a term of (but not limited to) one (1) review period.

(c) A vacancy in the Charter Review Commission shall be filled by appointment of a successor by a majority vote of the remaining members of the Charter Review Commission.

BUDGETARY IMPACT: The 2019-2020 budget will include funding for the possibility of additional ballot items as a result of the Charter Review Commissions findings and adopted ordinance in support of the ballot items.

LEGAL CONSIDERATIONS/SIGN-OFF: N/A

PERSONNEL:

POLICY/REQUIREMENT FOR BOARD ACTION: Provide six resident names for appointment to the Charter review Commission.

IMPLEMENTATION/COORDINATION: City Clerk and City Attorney to guide the Charter Review Commission on the process. City Attorney will draft if necessary an ordinance with the recommended changes to the Charter to ultimately be voted on by the registered voters of Flagler Beach.

Attachments

- Email from SOE regarding 2020 election date and deadline for referendum items

#10

Penny Overstreet

From: Kaiti Lenhart <klenhart@flaglerelections.com>
Sent: Thursday, March 21, 2019 1:49 PM
To: Penny Overstreet
Subject: RE: Elections dates please

Hi Penny,

Believe it or not, the PPP is scheduled for Saint Patty's day next year: March 17, 2020. We would need final qualified candidates and ballot items by January 17, 2020 in order to have time for proper testing. Federal law requires ballots to be mailed overseas military by February 1, 2020.

Sincerely,

Kaiti Lenhart, MFCEP
SUPERVISOR OF ELECTIONS
FSASE Board of Directors, District 5

Flagler County Elections Office

1769 E. Moody Boulevard, Building 2, Suite 101
PO Box 901 • Bunnell, FL 32110
Phone: (386) 313-4170 • Fax: (386) 313-4171
Online: <http://www.flaglerelections.com>

For what avail the plough or sail, or land or life, if freedom fail? ~Ralph Waldo Emerson

Florida has a very broad public records law. Written communications to or from county officials constitute public records and are available to the public and media upon request, unless the information is subject to a specific statutory exemption. Therefore, this email and any that you sent that generated this response may be subject to public disclosure.



Please consider the environment before printing this email.

From: Penny Overstreet <POverstreet@CityofFlaglerBeach.com>
Sent: Thursday, March 21, 2019 1:10 PM
To: Flagler SOE <klenhart@flaglerelections.com>
Subject: Elections dates please

Hello Kaiti,

Could you tell me again when the next primary is and is it presidential preference? I thought you said March at our last canvassing meeting.

Penny

#11a.

Penny Overstreet

From: Linda Provencher
Sent: Thursday, March 21, 2019 9:21 AM
To: Penny Overstreet
Subject: Fwd: FW: Invitation to serve on the Flagler County Community Health Needs Assessment Leadership Team
Attachments: FLAGLER Proposed CHNA Leadership Team.pdf

Penny, Please share with the others so we can discuss during commissioner comments on the 28th. Linda
----- Forwarded message -----

From: Carrie Baird <carrie@flaglercares.org>
Date: Mar 21, 2019 5:34 AM
Subject: FW: Invitation to serve on the Flagler County Community Health Needs Assessment Leadership Team
To: Larry Newsom <LNewsom@CityofFlaglerBeach.com>, Linda Provencher <LProvencher@CityofFlaglerBeach.com>
Cc:

Good morning Mayor Provencher and City Manager Newsom,

I am writing to find out if the City of Flagler Beach would like to have a representative serve on the Flagler County Community Health Needs Assessment Leadership Team (details are below). Thank you for letting me know.



Carrie Garnett Baird, Executive Director

From: Carrie Baird <carrie@flaglercares.org>
Sent: Monday, March 11, 2019 6:14 AM
To: 'lnewsom@cityofflaglerbeach.com' <lnewsom@cityofflaglerbeach.com>; 'lprovencher@cityofflaglerbeach.com' <lprovencher@cityofflaglerbeach.com>
Subject: Invitation to serve on the Flagler County Community Health Needs Assessment Leadership Team

Good morning Mayor Provencher and City Manager Newsom,

Please accept this invitation to participate in the Flagler County Community Health Needs Assessment (CHNA) process as a **Leadership Team member**.

Spearheaded by the Florida Department of Health-Flagler, AdventHealth Palm Coast, Halifax Health and Flagler Cares, this collaborative effort will engage key stakeholders and community members to identify **priority health issues** for focused work over the next three years.

The CHNA process includes the formation of a Leadership Team representing key community sectors. (Please see proposed Leadership Team roster attached). Leadership Team members will:

- Review collected data detailing risk factors, quality of life, mortality, morbidity, and social determinants of health for Flagler County
- Identify health priorities that will serve as the foundation of the collaborative Community Health Improvement Plan

The CHNA process will include three Leadership Team meetings:

Leadership Meeting 1

May 2, 2019, 9 to 11 a.m.

AdventHealth Palm Coast, Classroom A&B

- Agenda: Review collected and analyzed health data; Identify preliminary 2019 health priorities

Leadership Meeting 2

June 21, 2019, 9 to 11 a.m.

AdventHealth Palm Coast, Classroom C&D

- Agenda: Finalize 2019 health priorities; Identify potential implementation strategies and strategy champions

Leadership Meeting 3

October 2019, day and time TBD

- Agenda: Finalize the 2020-2022 Community Health Improvement Plan strategies; Develop timeline and evaluation plan

If you are willing to serve on this important Leadership Team, please respond to this email at your earliest convenience or contact Carrie Baird at 386.295.1112.

Thank you for considering this request.



Carrie Garnett Baird, Executive Director

Take the 2019 County Health Survey!

www.countyhealthsurvey.com



Proposed Flagler CHNA Leadership Team

	Organization	Sector	Representatives
1	Department of Health-Flagler	Public Health	Bob Snyder, Health Officer
2	AdventHealth Palm Coast	Hospital	Dr. Ron Jimenez, CEO
3			Wally DeAquino, COO
4			Lauren Dye, Marketing Director
5	AdventHealth Central Florida Division - North	Hospital	Deborah McNabb, Community Benefits Director
6			Steve Jenkins, VP Strategy & Marketing
7	Halifax Health	Hospital	Bob Williams, Executive Director, Business Development
8			Sharon Warriner, Grant Writer, Business Development
9	Flagler Cares	Community Impact	Dr. Bickel, President of the Board of Directors
10	United Way of Volusia/Flagler	Nonprofit funder	Courtney Edgecomb, Vice President of Community Impact
11	Stewart-Marchman-Act Behavioral Healthcare	Behavioral Health	Ivan Cosimi, CEO
12			Chet Bell, Management Consultant
13	Azalea Health	FQHC	Laura Spencer, CEO
14	Flagler Free Clinic	Uninsured	Peggy Hengeveld, Board Chair
15	County of Flagler	County Government	County Commission Chair Donald O'Brien, or designee
16			Interim County Administrator Cameron, or designee
17	Flagler County Sheriff's Office	Law Enforcement	Sheriff Staly, or designee
18	Flagler County Schools	K-12 Education	Lynette Shott, Executive Director of Community and Student Engagement
19	Business/Community Leader	Business	Barbara Revels
20	Flagler County Chamber	Business	Jorge Gutierrez
21	Family Life Center	Domestic Violence	Trish Giaccone, CEO
22	Healthy Start of Flagler/Volusia	Infant & Maternal Health	Dixie Morgese, Executive Director
23	Early Learning Coalition of Flagler/Volusia	Young Children	D.J. Lebo, Executive Director
24	Department of Children and Families	State Government	Charles Puckett, Circuit 7 Community Development Administrator
25	Commission on Homelessness of V/F	Housing	Jeff White, Executive Director
26	City of Palm Coast	City Government	Mayor Milissa Holland, or designee
27			Interim City Manager Beau Falgout, or designee
28	City of Flagler Beach	City Government	Mayor Linda Provencher, or designee
29			City Manager Larry Newsom, or designee
30	City of Bunnell	City Government	Mayor Catherine Robinson, or designee
31			City Manager Dr. Alvin Jackson, or designee

ORDINANCE 2019-06

AN ORDINANCE OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING THE CITY'S INVESTMENT POLICIES; PROVIDING FOR SEVERABILITY CODIFACATION AND AN EFFECTIVE DATE

WHEREAS, the City Commission charged the Investment Committee with reviewing the City's investment policies; and

WHEREAS, the Investment Committee has reviewed the City's investment policies and made recommendations for amendments to same; and

WHEREAS, the City Commission finds the amendments to the City's investment policies contained herein to be reasonable and appropriate.

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

SECTION 1. That Chapter 2, "Administration," Article VII, "Finance," Division 3, "Investment Policy," of the City of Flagler Beach Code of Ordinances is hereby amended as follows (note: underlined text indicated additions, ~~strikethrough~~ text indicates deletions, and elipses (***) indicates text that remains unchanged and is not reprinted here):

DIVISION 3. - INVESTMENT POLICY

Sec. 2-188. - Scope.

The purpose of this policy is to set forth the investment objectives and parameters for the management of public funds of the City of Flagler Beach, hereinafter referred to as the "City." These policies are designed to ensure the prudent management of public funds, the availability of operating and capital funds when needed and an investment return competitive with comparable funds and financial market indices. This investment policy applies to all funds held by or for the benefit of the City of Flagler Beach, Flagler Beach, Florida, USA 32136, hereinafter referred to as "city"; provided however this policy shall not apply to funds not under investment control of the City, such as, employee pension or retirement plans. For purposes of this Division, the term "investment manager" shall mean the city manager, or his or her designee.

Sec. 2-188.1. - Investment objectives.

41 The following investment objectives will be applied in the management of
42 city funds:

- 43 (1) The primary objective of the city's investment activities is the protection
44 of city funds. These investments shall be planned so as not to slow the
45 normal distribution of the subject funds. The investment strategy will
46 provide sufficient liquidity to meet the city's operating, payroll, capital,
47 and statutory disbursement requirements.
- 48 (2) In investing city funds, the city will strive to maximize the return on the
49 portfolio while assuming minimal investment risk.
- 50 (3) The city will seek to control risks and diversify investments regarding
51 specific security types, maturities, and financial institutions. **Sec. 2-**

52 **188.2. - Performance measurement and reporting.**

53 The city shall monitor the performance of the portfolio on at least a monthly
54 basis as a function of bank account reconciliation process. A portfolio report,
55 indicating a breakdown of the portfolio and its performance during that period,
56 will be reported to the commission on a quarterly basis in conjunction with the
57 quarterly budget review. Performance shall include current interest and dividend
58 rates, and any net increase (decrease) in the fair value of investments. The report
59 shall also include any securities in the portfolio by class or type, book value,
60 income earned, and market value as of the report date. Such reports shall be
61 available to the public.

62 **Sec. 2-188.3. - Prudence and ethical standards.**

63 The investment manager, ~~or~~ and any other persons performing ~~the an~~
64 investment function acting as a "prudent person" in accordance with these written
65 policies and procedures, and exercising due diligence, shall not be responsible for
66 an individual security's credit risk or market price changes. The "prudent person"
67 standard is herewith understood to mean the following: Investments shall be made
68 with judgment and care, under circumstances then prevailing, which persons of
69 prudence, discretion and intelligence exercise in the management of their own
70 affairs, not for speculation, but for investment, considering the probable safety of
71 their capital as well as probable income to be derived from the investment.

72 **Sec. 2-188.4. - Authorized investments.**

73 As established by this investment policy, the investment manager ~~or~~
74 ~~appropriate management staff~~ shall purchase or sell investment securities at
75 prevailing market rates. Authorized instruments are as follows:

- 76 (1) The Florida Local Government Surplus Funds Trust Fund (SBA).
- 77 (2) Bonds, notes, or other obligations of the United States guaranteed by the
78 United States or for which the credit of the United States is pledged for
79 the payment of principal and interest or dividends.

- 80 (3) Interest-bearing savings accounts in state-certified qualified public
81 depositories.
- 82 (4) Certificates of deposit in state-certified qualified public depositories. For
83 purposes of this Division, a "state-certified qualified public depository"
84 shall mean a bank, savings bank, or savings association that: (1) is
85 organized and exists under the laws of the United States or the laws of
86 this state or any other state or territory of the United States, (2) has its
87 principal place of business in Florida or has a branch office in Florida
88 which is authorized under the laws of this Florida or of the United States
89 to receive deposits in Florida, (3) has deposit insurance pursuant to the
90 Federal Deposit Insurance Act, (4) has procedures and practices for
91 accurate identification, classification, reporting, and collateralization of
92 public deposits, (5) Meets all the requirements of Chapter 280, Florida
93 Statutes, as amended from time to time, and (6) Has been designated by
94 the Chief Financial Officer of the State of Florida as a qualified public
95 depository.
- 96 (5) Securities and Exchange Commission registered money market funds
97 with the highest credit quality rating from a nationally recognized rating
98 agency.
- 99 (6) Federal agencies and instrumentalities which are non-full faith and credit
100 agencies.
- 101 (7) Repurchase agreements comprised of only those investments as
102 authorized in subsections (2) and (6). All repurchase agreement
103 transactions and institutions and dealers transacting repurchase
104 agreements will be required to perform as stated in the master repurchase
105 agreement.
- 106 (8) Commercial paper rated at the time of purchase, "Prime-1" by Moody's
107 Investors Service and "A-1" by Standard & Poor's Corporation.
- 108 (9) Inventory-based banker's acceptances issued by a domestic bank, which
109 has rating of at least "Prime-1" by Moody's Investors Service and "A-1"
110 and "A" by Standard & Poor's Corporation and ranked in the top fifty
111 (50) United States Banks in terms of total assets by the American
112 Banker's yearly report.
- 113 (10) The Florida Municipal Investment Trust, after adoption of a resolution.

114 **Sec. 2-188.5. - Maturity and liquidity requirements.**

115 To the extent possible, as part of the performance measurement a reporting
116 process described in Section 2-188.2, an attempt will be made to match
117 investment maturities with known cash needs and anticipated cash flow
118 requirements. Investments of the agency funds shall have maturities consistent
119 with the statutory distribution requirements.

120 **Sec. 2-188.6. - Portfolio composition.**

121 The following are the guidelines for investments and limits on security
122 issues, issuers, and maturities. However, due to liquidity requirements, the city
123 shall have the option to invest in the instruments itemized below without regard to
124 percentage limits from time to time based on market conditions and cash flow
125 requirements.

126 (1) The Florida Local Government Surplus Funds Trust Fund (SBA):

127 A minimum of ten (10) percent of the total portfolio shall be invested in
128 the SBA.

129 A maximum of one hundred (100) percent of the portfolio may be
130 invested in the SBA.

131 (2) Bonds, notes, or other obligations of the United States guaranteed by the
132 United States or for which the credit of the United States is pledged for
133 the payment of principal and interest or dividends:

134 A maximum of fifty (50) percent of the portfolio may be invested in
135 direct obligations of the United States government.

136 (3) Interest-bearing savings accounts and certificates of deposit in state-
137 certified qualified public depositories:

138 A maximum of forty (40) percent of the portfolio may be invested in the
139 combination of interest-bearing savings accounts and certificates of
140 deposit in state-certified qualified public depositories:

141 A maximum of twenty (20) percent of the portfolio may be deposited
142 with any one (1) issuer.

143 (4) Securities and Exchange Commission registered money market funds
144 with the highest credit quality rating from a nationally recognized rating
145 agency:

146 A maximum of twenty (20) percent of the portfolio may be invested in
147 SEC registered money market funds.

148 (5) Federal agencies and instrumentalities which are non-full faith and credit
149 agencies:

150 A maximum of sixty (60) percent of the portfolio may be invested in
151 federal agencies and instrumentalities.

152 (6) Repurchase agreements comprised of only those investments as
153 authorized in subsections (2) and (6):

154 A maximum of twenty (20) percent of the portfolio may be invested in
155 repurchase agreements with the exception of one-business-day
156 agreements and overnight sweep agreements.

157 (7) Commercial paper rated at the time of purchase, "Prime-1" by Moody's
158 Investors Service and "A-1" by Standard & Poor's Corporation.

159 A maximum of ten (10) percent of the portfolio may be directly invested
160 in prime commercial paper.

161 A maximum of five (5) percent of the portfolio may be invested with any
162 one (1) issuer.

163 (8) Inventory-based banker's acceptances issued by a domestic bank, which
164 has rating of at least "Prime-1" by Moody's Investors Service and "A-1"
165 and "A" by Standard & Poor's Corporation and ranked in the top fifty
166 (50) United States banks in terms of total assets by the American
167 Banker's yearly report.

168 A maximum of ten (10) percent of the portfolio may be directly invested
169 in banker's acceptances.

170 A maximum of five (5) percent of the portfolio may be invested with any
171 one (1) issuer.

172 (9) The Florida Municipal Investment Trust.

173 A minimum of ten (10) percent of the total portfolio shall be invested in
174 the Florida Municipal Investment Trust.

175 A maximum of one hundred (100) percent of the portfolio may be
176 invested in the Florida Municipal Investment Trust.

177 **Sec. 2-188.7. - Risk and diversification.**

178 Assets held shall be diversified to control the risk of loss resulting from over-
179 concentration of assets in a specific maturity, issuer, instrument, dealer, or bank
180 through which these instruments are bought and sold. Diversification strategies
181 within the established guidelines shall be reviewed on and annual basis by the
182 commission and revised periodically as necessary.

183 **Sec. 2-189. - Authorized investment institutions and dealers.**

184 The city shall only purchase securities from financial institutions which are
185 qualified as public depositories by the Treasurer of the State of Florida, and from
186 regional securities dealers as designated by the Federal Reserve Bank of New
187 York, with an office located within the county's limits.

188 **Sec. 2-189.1. - Master repurchase agreements.**

189 All approved institutions and dealers transacting repurchase agreements to
190 execute and perform as stated in ~~the~~ any master repurchase agreement approved
191 by the commission. All repurchase agreement transactions shall adhere to the
192 requirements of the master repurchase agreement.

193 **Sec. 2-189.2. - Bid requirement.**

194 Securities may be purchased utilizing the comparison to current market price
195 method. The city shall select securities based on the best rate at the time of
196 purchase, based on information from correspondent institutions. When feasible
197 and appropriate, the city will competitively bid securities in question and analyze
198 and select one (1) or more optimal types of investment, in consideration of the
199 cash-flow needs of the city and market conditions.

200 **Sec. 2-189.3. - Third-party custodial agreements.**

201 The city will execute a third-party custodial safekeeping agreement with a
202 commercial bank's trust department which is separately chartered by the United
203 States government or the State of Florida. All securities purchased and/or
204 collateral obtained by the city shall be properly designated as an asset of the city
205 and held in safekeeping by the trust department and no withdrawal of such
206 securities shall be made from safekeeping except by the investment manager~~an~~
207 ~~authorized city staff member.~~

208 The third-party custodial safekeeping agreement shall include letters of
209 authority from the city, details as to the responsibilities of each party, notification
210 of security purchases, sales, delivery, repurchase agreements, wire transfers,
211 safekeeping transactions and costs, procedures in case of wire failure, or other
212 unforeseen mishaps including liability of each party.

213 **Sec. 2-189.4. - Internal controls.**

214 The city shall establish and monitor a set of written internal controls designed
215 to protect the city's funds and ensure proper accounting and reporting of securities
216 transactions. Such internal controls include, but not be limited to, the following:

- 217 (1) All securities purchased or sold will be transferred only under the delivery versus
218 payment method, with the exception of one-business day repurchase agreements
219 and overnight sweep investments, to insure that funds or securities are not
220 released until all criteria relating to the specific transaction are met.
- 221 (2) The city is authorized to accept bank trust receipts or confirmations as evidence of
222 actual delivery of the obligations/securities in return for investment of funds.
223 Trust receipts or confirmations shall fully describe the various obligations or
224 securities held.
- 225 (3) Obligations or securities may be held by a third-party custodial bank or
226 institution.
- 227 (4) All daily investment activity is coordinated by the city finance director and shall
228 be periodically reviewed at least quarterly by the city manager. The city manager
229 shall provide for internal controls of supervisory control of employee actions and
230 operations review, performance evaluations, and interim and annual reporting.

231 **Sec. 2-189.5. - Delegation of authority.**

232 Responsibility for the administration of the investment program is hereby
233 delegated to the city manager or his/her designee. The city manager or his/her

234 designee shall be responsible for the implementation of internal controls and
235 monitoring the activities of subordinate staff. The city shall have an investment
236 committee appointed by resolution of the city commission.

237 **Sec. 2-189.6. - Continuing education.**

238 ~~The person responsible for the administration of the investment program~~
239 investment manager and finance director, as chief financial officer of the City
240 ~~must~~ shall annually complete eight (8) hours of continuing education in subjects
241 or courses of study related to investment practices and products, as required by
242 F.S. Ch. 218, § 218.415(14).

243 **Sec. 2-190. - Sale of securities.**

244 When invested funds are needed in whole or in part for the purposes
245 originally intended or for more optimal investments, the unit of local
246 government's governing body may sell such investments at the then-prevailing
247 market price and place the proceeds into the proper account or fund of the unit of
248 local government.

249 **Sec. 2-190.1. - Preexisting contract.**

250 Any city funds subject to a contract or agreement existing on October 1,
251 2000, may not be invested contrary to such contract or agreement.

252 **Sec. 2-190.2. - Preemption.**

253 Any provision of any special act, municipal charter, or other law which
254 prohibits or restricts the city from complying with this section or any rules
255 adopted under this section is void to the extent of the conflict.

256 **Sec. 2-190.3. - Audits.**

257 Certified public accountants conducting audits of units of local government
258 pursuant to section 218.39 shall report, as part of the audit, whether or not the unit
259 of local government has complied with this section.

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

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

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

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

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272 PASSED AND ADOPTED THIS _____ DAY OF _____, 2019.

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CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

Linda Provencher, Mayor

ATTEST:

Penny Overstreet, City Clerk

MEETING OF THE FLAGLER BEACH INVESTMENT COMMITTEE TUESDAY, JANUARY 8, 2019 AT 8:30 A.M. AT CITY HALL, 105 S. 2ND STREET, FLAGLER BEACH, FL 32136.

MINUTES

PRESENT: Chair Commissioner Kim Carney, Mayor Linda Provencher, Chris Gerardi (via phone), Finance Director Kathleen Doyle, City Manager Larry Newsom, City Attorney D. Andrew Smith III and Committee Secretary/Deputy City Clerk Jeanelle Jarrah.

ABSENT: Vice-Chair Steve Fishbein.

1. CALL THE MEETING TO ORDER: Chair Kim Carney called the meeting to order at 8:33 a.m.
2. APPROVE MINUTES FROM OCTOBER 9, 2018: Mayor Linda Provencher motioned to approve the minutes of the October 9, 2018 meeting. Chris Gerardi seconded the motion. The motion passed unanimously.
3. REPORT ON CURRENT INVESTMENTS: Finance Director Kathleen Doyle reviewed the current investments with the group. Discussion began regarding the quarterly investment reports and what to include, in addition to the layout and how the commission wishes to receive the data. Commissioner Carney requested more of a narrative. It was decided that Finance Director Doyle will either make an agenda item to present to the commission, or Commissioner Carney will report during commission comments. Discussion continued and the group resolved that the Finance Director will sync a dashboard type report with the quarterly budget review, including a definition of what each fund is for the first report. Going forward, the quarterly report will only include a snapshot of where the accounts are at that time.
4. DISCUSS INVESTMENT POLICY WITH CITY ATTORNEY: The group went through a copy of the city's investment policy with City Attorney Smith, with questions regarding potential changes to the policy provided by Chris Gerardi.
Section 2-188 – Commissioner Carney would like to add a purpose to this policy. Something along the lines of, “the purpose of this policy is to set forth the investment objectives and parameters for the management of public funds of the City of Flagler Beach, Florida (hereinafter “City”). These policies are designed to ensure the prudent management of public funds, the availability of operating and capital funds when needed and an investment return competitive with comparable funds and financial market indices”. Under Scope, Chris Gerardi questioned the use of the term “all funds”. Commissioner Carney read the scope for the city of Palm Bay which included the sentence, “This policy does not apply to funds not under investment control of the City; such as, employee pension or retirement plans”. The group felt that this sentence corrected the initial question as to what funds the city investment policy covers.

Section 2-188.2 – The Finance Director will create a portfolio report to report on investments to the commission, set up more like a dashboard, to sync with the quarterly

budget review, to structure everything together. Add the word “any” to the securities in the portfolio by class or type. The city may write an administrative policy, which can be written to adjust to what is going on at the current time, as long as it stays consistent with everything in the ordinance.

Section 2-188.3 – Define investment manager within the policy to read city manager or designee.

Section 2-188.4 – Strike “or appropriate management staff”. Discussion regarding state certified qualified public depositories (Sec. 2-188.4 (4)) began and Finance Director Doyle will provide a definition to the group as to what this consists of.

Section 2-188.5 – Chris Gerardi questioned what analysis or process is performed to match maturities with needs. Finance Director Doyle described her process. City Attorney Smith will add a sentence to this section to tie in the objectives of this section to Sec. 2-188.2. If the city is syncing the quarterly review of investments with the budget process, it will help with needs going forward versus liquidity now.

Section 2-188.7 – City Attorney Smith suggested adding diversification strategies shall be reviewed at least annually by the commission.

Section 2-189.1 – To better define master purchase agreement, the City Attorney will adjust the wording to strike “the” prior to master purchase agreement and replace it with “any commission approved” or “a commission approved”.

Section 2-189.3 – Replace “an authorized city staff member” with “the investment manager”.

Section 2-189.4 – Chris Gerardi recommended that the frequency of the internal control review should be stated in the policy. The City Attorney will adjust the policy to read “at least quarterly”.

Section 2-189.6 – Change “the person responsible for the administration of the investment program” to “The finance Director, as Chief Financial Officer”.

City Attorney Smith will provide a revised ordinance for the investment policy to the committee prior to the next scheduled meeting.

5. SET THE NEXT MEETING DATE: The next Investment Committee meeting is scheduled for Monday, March 11, 2019 at 8:30 a.m.
6. ADJOURNMENT: Mayor Linda Provencher motioned to adjourn the meeting at 9:31 a.m. Chris Gerardi seconded the motion. The motion passed unanimously.

#13a.

Penny Overstreet

From: Drew Smith
Sent: Tuesday, March 19, 2019 2:00 PM
To: Penny Overstreet
Subject: Mural Ordinances
Attachments: Brevard County Murals Ord.doc; West Palm Beach Mural Ord.doc; LA Mural Ordinance.pdf

Penny:

For my reports section of the next Commission agenda, attached are three ordinances dealing with murals I will discuss with the Commission.

Thanks.

Drew

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



SHEPARD, SMITH,
KOHLMYER & HAND, P.A.

2300 MAITLAND CENTER PKWY. STE. 100, MAITLAND, FL 32751

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Sec. 62-3316. - On-premises signs.

- (a) *Maximum surface area.* A total sign surface area of two square feet for each linear foot of building frontage facing a public street or parking lot shall be allowed on each parcel or tract of land located in the IN(L), IN(H), GML(P, I, U, H), BU-1-A, BU-1, BU-2, TU-1, TU-2, RVP, RP, IU, IU-1, PBP and PIP zoning classifications; approved commercial areas within the RU-2-30, PUD or RPUD or within commercially developed agricultural tracts zoned GU, AU, PA or AGR to identify approved on-site businesses. The sign surface area of freestanding signs, wall signs, projecting signs and window signs shall be utilized to calculate the maximum allowable cumulative sign surface area.
- (b) *Freestanding signs.* (see also Overlay Districts)
- (1) *Maximum number.* One freestanding sign per each minimum parcel of land on a public street shall be permitted. Where the parcel is located on more than one street frontage, one freestanding sign shall be permitted on each street frontage. If the parcel has street frontage in excess of 200 feet, one additional freestanding sign shall be permitted for each 200-foot increment.
 - (2) *Size.* The maximum allowable sign surface area for each freestanding sign shall be 150 square feet. In cases where more than one freestanding sign is permitted, the aggregate sign surface area shall not exceed 300 square feet.
 - (3) *Separation.* Freestanding signs shall be placed no closer than 100 feet apart on the same parcel or tract of land and no closer than 50 feet from a freestanding sign located on an adjacent parcel or tract of land.
 - (4) *Setback.* Freestanding signs shall maintain a minimum 15-foot setback from all property lines. Pole or pedestal-mounted signs shall maintain a clearance of eight feet from the bottom of the sign to the ground when located closer than 25 feet to any intersection (street or driveway). Ground signs shall be no higher than four feet when located closer than 25 feet to any intersection (street or driveway).
 - (5) *Maximum height.* The maximum height for any freestanding sign shall be 20 feet.
 - (6) *Changeable copy.* No more than 90 percent of the sign surface area of any permanent freestanding sign shall be a changeable copy sign.
 - (7) *Permitted zoning classifications.* See Table 1 following this article.
- (c) *Wall signs and murals.*
- (1) *Wall coverage.* The total number of wall signs and coverage area is limited by the criteria in subsection (c)(2), below.
 - (2) *Size.* The maximum allowable aggregate sign surface area for all wall signs on any structure shall not exceed one square foot per linear foot of building frontage facing a public street or parking lot, except that each separate establishment in a multiple-unit project shall be entitled to a minimum sign surface area of 20 square feet. Wall signage and commercial lettering/script incorporated within a wall mural shall not exceed ten percent of the square footage of the building wall, regardless of the number of signs.
 - (3) *Geometric area.* Where individual letters or other graphic symbols are used separately or together to form the intended message, the size shall be determined by using the geometric area of the common shape which totally encloses the letters or symbols.
 - (4) *Changeable copy.* No more than 90 percent of the sign surface area of any wall sign shall be a changeable copy sign.
 - (5) *Maximum projection and height.* No wall sign shall project above the roofline or beyond the facade or wall of the structure to which the sign is attached.
- Wall signs shall not project more than 12 inches out from the wall to which they are attached, and shall not project into the public right-of-way.

Brevard County

(6) *Permitted zoning classifications.* See Table 1 following this article.

(d) *Projecting signs.*

- (1) *Maximum number and size.* One projecting sign may be substituted for each wall sign provided that the aggregate sign surface area of the projecting sign shall not exceed the allowable sign surface area of the wall sign which the projecting sign replaces.
- (2) *Maximum projection and height.* Projecting signs shall not project more than four feet from the building wall on which the sign is attached. No projecting sign shall extend more than 20 feet above ground level to the top of the sign, and signs shall not project above the roofline of the structure on which the sign is attached. Projecting signs shall not project into the public right-of-way, and shall maintain a minimum clearance of eight feet from the ground to the bottom of the sign.
- (3) *Under-canopy signs.* Where an awning, canopy or marquee is utilized, an under-canopy sign may be hung from the awning, canopy or marquee provided that the sign is no larger than four square feet and maintains a minimum clearance of at least eight feet from the bottom of the sign to the sidewalk grade. No more than one under-canopy sign shall be utilized by each separate establishment, and the square footage of the sign shall be included in the maximum allowable sign surface area.
- (4) *Changeable copy.* No part of a projecting sign may be a changeable copy sign unless the tract or parcel of land does not have a freestanding sign. In a case where no freestanding sign exists on the property, no more than 90 percent of the surface area of the projecting sign shall be a changeable copy sign.
- (5) *Distance from adjacent property or buildings.* Projecting signs shall not be erected closer than five feet to another lot line or adjacent establishment.
- (6) *Permitted zoning classifications.* See Table I following this article.

(e) *Multifamily development.*

(1) *Freestanding signs.*

- a. *Area.* One freestanding sign for each street frontage shall be permitted as follows:
 1. Uses of 12 units or less: 16 square feet.
 2. Uses of 13 units or more: 24 square feet.
- b. *Location.* The sign may be a single sign with two faces of equal size if located within an entrance median within a private roadway or drive, or two single-faced structures of equal size located on each side of the entrance.
- c. *Height and front setback.* Maximum height shall be six feet with a minimum setback of ten feet from front property lines.
- d. *Side setback.* Minimum setback from side lot lines shall be ten feet.

(2) *Wall signs.* One wall sign may be utilized in lieu of a freestanding sign of a maximum size as specified in subsection 62-3316(e)(1)(a) above. No projecting or roof signs shall be permitted.

(f) *Ingress and egress signs.*

- (1) *Maximum number.* Two signs, for directional purposes only, shall be permitted at each point of ingress and egress to a parking area as approved on the site plan or plat.
- (2) *Size.* The maximum allowable sign surface area for each ingress and egress sign shall be four square feet. The sign surface area of ingress and egress signs shall not be included in the maximum allowable sign surface area.
- (3) *Maximum height.* Ingress and egress signs shall not exceed four feet in height as measured from the top of the sign to the grade of the road nearest to the base of the sign.

Brevard County

- (4) *Permitted zoning classifications.* See Table 1 following this article.
- (g) (1) *Flags.*
 - a. *Maximum number.* A maximum of four flagpoles shall be permitted per each minimum parcel of land. Only one flag shall be allowed on a flagpole.
 - b. *Maximum size.* Flag size shall be in relation to the height of the flagpole. The maximum height of any flag shall be 25 percent of the total height of the flagpole. The maximum length of any flag shall be the ratio of two to one (twice the height) of the flag.
 - c. *Maximum height.* The maximum height of a flagpole shall be 32 feet.
 - d. *Setback.* Flagpoles shall maintain a 15-foot setback from all property lines and a 25-foot setback from any intersection (street or driveway).
 - e. *Permitted zoning classifications.* See Table 1 following this article.
- (2) *Banners.*
 - a. *Banner content.* It is not the intent of this section to regulate the copy or content of banners utilized at professional sports stadiums.
 - b. *Maximum banner area.* At professional sports stadiums, there is no square footage limitation on the banner area. For all other banner usage the limitations stated in subsection 62-3317(5) shall be applied.
- (h) *Overlay districts.* Signage for properties located within the overlay districts defined herein shall meet the following supplemental sign criteria:
 - (1) TU-2 zoning district—All properties within the TU-2 zoning classification.
 - a. One freestanding sign may be permitted up to 250 square feet in area, if the property qualifies for more than one freestanding sign, the aggregate sign surface area shall not exceed 400 square feet.
 - b. Maximum height of signs shall be based on the structural height thresholds specified in article VI of this chapter.
 - (2) Merritt Park Place subdivision in the Merritt Island redevelopment area—All properties within the Merritt Place subdivision.
 - a. The maximum allowable sign surface area for each freestanding sign shall be 64 square feet.
 - b. Freestanding signs in the Merritt Park Place subdivision shall maintain a minimum seven and one-half foot setback from all property lines, except where coincident with the SR 520 right-of-way line. Otherwise, all other provisions as described above shall apply.
 - (3) The Avenue—All properties within the PUD known as 'The Avenue', located in Viera.
 - a. Total accumulative signage area (including window/wall signage, under-canopy signs, awning signage and freestanding sign opportunities) shall not exceed one and one-half square foot per linear foot of building frontage.
 - b. Tenant signage which is "not readily visible" from a public street or adjacent property will not be considered as signage and not added to the accumulative signage area total.
 - (4) North Courtenay Parkway Corridor—All properties with street frontage along North Courtenay Parkway north of the Barge canal to the Kennedy Space Center shall meet the following supplemental criteria for the review of all permits applied for on or after the effective date of this article.
 - a. One additional freestanding sign for every 500 feet of street frontage beyond the first 200 feet of frontage, to a maximum of three total freestanding signs.

Brevard County

- b. Freestanding signs shall be placed no closer than 500 feet apart on the same parcel or tract of land.
- c. Freestanding signs shall be encased within a structure that is architecturally related to and compatible with the main building and overall architectural design of the development.
- d. All freestanding signs shall be ground signs and such signs shall be no more than 12 feet in height. Sign surface area shall be limited to 100 square feet for individual businesses. For sites containing multiple businesses, sign surface area shall be limited to 120 square feet.
- e. Landscaping shall be integrated with each freestanding sign and irrigation supply shall be located within 100 feet of the sign.
- f. Internal lighting of signs is prohibited.
- g. The use of fluorescent or day-glo materials is prohibited.

(Code 1979, § 14-40(G); Ord. No. 97-39, § 7, 10-7-97; Ord. No. 98-30, § 4, 5-12-98; Ord. No. 99-24, §§ 11, 12, 4-8-99; Ord. No. 02-013, § 1, 3-19-02; Ord. No. 09-12, § 6, 4-14-09; Ord. No. 2011-03, § 2, 2-22-11; Ord. No. 2011-34, § 10, 12-13-11)

West Palm Beach

Sec. 94-410. - Murals.

- (a) A mural may be located anywhere in the city provided it is first approved by permit issued by the city building official in accordance with the procedures and criteria listed in this section.
- (b) An application for a mural permit shall be filed with the city building and zoning department and shall include:
 - (1) The name of the artist;
 - (2) Description of the materials to comprise the mural and manner of application;
 - (3) A statement regarding the durability of the materials considering the location and positioning of the mural; and
 - (4) Plans for installation of the mural, including the need for scaffolding, and/or other equipment to be attached to the building.
- (c) Upon receipt of a complete application, the city building official shall review the application materials to determine that:
 - (1) The plans for installation of the work is reasonable;
 - (2) Excessive maintenance should not be required; and
 - (3) The materials to be used and the manner of application will not impact or harm neighboring properties, the public or the environment.

and shall, upon making such determinations, issue a mural permit. Absent such a determination, the building official shall deny the application. The building official may consult with other city staff to obtain information needed to make the determinations.

- (d) Any person aggrieved by the decision of the building official may appeal such decision within 15 days thereof to the city commission which shall apply the standards set forth in this section in reviewing the decision of the building official. The city commission may affirm, reverse or reverse with modifications the decision of the building official. The decision of the city commission shall be final.

(Code 1979, § 33-159; Ord. No. 4635-16, § 2, 5-9-2016)

ORDINANCE NO. 182706

An ordinance amending Sections 14.4.2, 14.4.3 and 14.4.20 of the Los Angeles Municipal Code; and amending Sections 5.111.2 and 22.116 of, and adding Section 22.119 to, the Los Angeles Administrative Code to allow for the creation of new Original Art Murals and the preservation of Vintage Original Art Murals on private property.

**THE PEOPLE OF THE CITY OF LOS ANGELES
DO ORDAIN AS FOLLOWS:**

Section 1. The definition of "Mural Sign" is deleted from Section 14.4.2 of the Los Angeles Municipal Code.

Sec. 2. The following definitions are added to Section 14.4.2 of the Los Angeles Municipal Code in proper alphabetical order:

Original Art Mural. A one-of-a-kind, hand-painted, hand-tiled, or digitally printed image on the exterior wall of a building that does not contain any commercial message. For definition purposes, a commercial message is any message that advertises a business conducted, services rendered, or goods produced or sold.

Public Art Installation. A facility, amenity or project that does not contain any commercial message and which is either an "approved public arts project" as defined by Section 19.85.4 of the Los Angeles Administrative Code or approved pursuant to Section 91.107.4.6 of the Los Angeles Municipal Code. For definition purposes, a commercial message is any message that advertises a business conducted, services rendered, or goods produced or sold.

Vintage Original Art Mural. An Original Art Mural that existed prior to the operative date of this definition.

Sec. 3. Subsection E of Section 14.4.3 of the Los Angeles Municipal Code is deleted.

Sec. 4. Subdivision 10 of Subsection B of Section 14.4.4 of the Los Angeles Municipal Code is deleted.

Sec. 5. Section 14.4.20 of the Los Angeles Municipal Code is amended to read as follows:

SEC. 14.4.20. ORIGINAL ART MURALS, VINTAGE ORIGINAL ART MURALS, AND PUBLIC ART INSTALLATIONS.

An Original Art Mural that conforms to the requirements of Section 22.119 of the Los Angeles Administrative Code is not considered a sign and therefore is not subject to the provisions of this Article or any other ordinance that regulates signs. Any supposed "mural" that does not conform to the requirements of Section 22.119 of the Los Angeles Administrative Code shall be considered a sign and subject to the provisions of this Article or any other ordinance that regulates signs and digital displays. A Public Art Installation registered pursuant to the requirements of Section 19.85.4 of the Los Angeles Administrative Code or the requirements of Section 91.107.4.6 of the Los Angeles Municipal Code is not a sign, but is subject to Section 14.4.4-E of this Article and any other applicable zoning and land use regulations set forth in the Los Angeles Municipal Code. A building permit from the Department of Building and Safety is required for a new hand-tiled or digitally printed Original Art Mural or any Public Art Installation.

Severability. If any part, sentence, phrase, clause, term or word in Section 14.4.2 or Section 14.4.20 of this Code relating to Original Art Murals is declared invalid or unconstitutional by a valid court judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect the constitutionality or lawfulness of the remainder of this Code, the Los Angeles Administrative Code or any other City regulation regulating signage, billboards or Original Art Murals.

Sec. 6. Section 5.111.2 of the Los Angeles Administrative Code is amended to add a new Subsection (h) to read as follows:

(h) Fees charged for the registration of Original Art Murals, pursuant to Section 22.116(b) of the Los Angeles Administrative Code, shall be placed in the Fund and allocated for mural registration program implementation.

Sec. 7. Section 22.116 of the Los Angeles Administrative Code is amended to read as follows:

Sec. 22.116. Fees.

(a) **Schedule of Fees for Application for Architectural Approval.** As required by Section 22.109 of this Code, each application for approval of the design or location of any arch, bridge, structure, or approach belonging to any private individual or corporation by the Board of Cultural Affairs Commissioners shall be accompanied by the payment of a fee in accordance with the following schedule:

Total Valuation of Project		Fee
From	To	
\$0.00	\$1,500.00	\$60.00
1,500.01	10,000.00	80.00
Sss10,000.01	25,000.00	100.00
25,000.01	50,000.00	120.00
50,000.01	150,000.00	140.00
150,000.01	250,000.00	160.00
250,000.01	500,000.00	200.00
500,000.01	1,000,000.00	300.00
1,000,000.01	Over	400.00

(b) **Fee For New Mural Registration.** As required by Section 22.119 of this Code, each application for registration with the Department of Cultural Affairs of an Original Art Mural on private property shall be accompanied by the payment of a \$60.00 fee. Monies collected from each application for mural registration shall be deposited into the Cultural Affairs Department Trust Fund, as established by Section 5.111.2 of the Los Angeles Administrative Code, for mural registration program implementation.

Sec. 8. A new Section 22.119 of the Los Angeles Administrative Code is added to read as follows:

Sec. 22.119. Original Art Murals on Private Property.

(a) **Purposes.**

(1) These regulations relating to Original Art Murals in the City of Los Angeles further the following purposes: (1) encouraging artistic expression; (2) fostering a sense of pride; (3) preventing vandalism at mural sites through the installation of murals that vandals are reluctant to disturb; and (4) preserving existing murals that are a valued part of the history of the City of Los Angeles.

(2) The City wishes to encourage the installation of murals and, at the same time, prevent the proliferation of off-site commercial signs. Therefore, the City's mural regulations exclude commercial advertising on murals to prevent the installation of the equivalent of an off-site commercial sign on a mural. This restriction on commercial advertising is intended to work in tandem with and help preserve the citywide ban on off-site commercial signs set forth in Section 14.4.4

of the Los Angeles Municipal Code. Both the ban and the exclusion of commercial advertising on murals are supported by the United States Supreme Court's ruling in *Metromedia, Inc. v. City of San Diego*, 453 U.S. 490 (1981). In *Metromedia*, the Supreme Court ruled that the only reasonable way that cities can stop the proliferation of off-site commercial signs is to ban them. The Supreme Court also ruled that cities can carve out exemptions to such a ban for noncommercial signs and on-site commercial signs.

(3) These mural regulations also promote public safety and welfare by regulating such displays in keeping with the following objectives:

(i) That the design, construction, installation, repair and maintenance of such displays will not interfere with traffic safety or otherwise endanger public safety.

(ii) That the regulations will provide reasonable protection to the visual environment by controlling the size, height, spacing and location of such displays.

(iii) That the public will enjoy the aesthetic benefits of being able to view such displays in numbers and sizes that are reasonably and appropriately regulated without having to endure visual blight and traffic safety impacts that would be caused by such displays that are not reasonably and appropriately regulated.

(iv) That consideration will be given to equalizing the opportunity for messages to be displayed.

(v) That adequacy of message opportunity will be available to sign users without dominating the visual appearance of the area.

(vi) That the regulations will conform to judicial decisions, thereby limiting further costly litigation and facilitating enforcement of these regulations.

(vii) To provide registration requirements and regulations for Original Art Murals as defined in Section 14.4.2 of the Los Angeles Municipal Code.

(b) Original Art Mural Registration.

(1) **Authority.** The Department of Cultural Affairs shall have the authority to determine that an application for an Original Art Mural or Vintage Original Art Mural meets all of the applicable registration requirements as established in the Mural Ordinance Administrative Rules.

(2) **Administrative Rules.** The Department of Cultural Affairs is authorized and directed to adopt Mural Ordinance Administrative Rules implementing this section.

(3) **Neighborhood Involvement Requirement.** The Mural Ordinance Administrative Rules to be adopted by the Department of Cultural Affairs shall include a neighborhood involvement requirement. Specifically, the rules shall include a requirement that an applicant for mural approval send notice of that application to the Neighborhood Council which has jurisdiction over the area of the City in which the proposed mural will be installed at least 45 days prior to the Department registering the mural. No mural shall be registered until the applicant certifies that he or she has completed this neighborhood involvement requirement. This is a procedural requirement only, and the General Manager shall at all times retain sole authority to approve or deny an application for a mural based on the criteria in Section 22.119 of the Los Angeles Administrative Code and any Mural Ordinance Administrative Rules promulgated by the Department of Cultural Affairs. Further, in no event will registration of a mural be granted or denied based upon the content of the mural.

(4) **Covenant.** In connection with the installation of a new Original Art Mural, the applicant shall be required to record a covenant with the Office of the County Recorder and the Department of Cultural Affairs. The covenant shall require that the mural comply at all times with all provisions of the Original Art Mural Regulations specified in Subsection (b) of this Section 22.119. In addition, the covenant shall remain in force for as long as the mural exists.

(5) **Change of Ownership.** Upon a change of ownership of the property to which an Original Art Mural is affixed, a new owner may, at the owner's election and without the need for permission from the Department of Cultural Affairs, de-register the mural with that department and terminate the covenant.

(c) **Grandfathering of Vintage Original Art Murals.** Any Vintage Original Art Mural installed prior to the effective date of this section, shall have legal nonconforming status and, notwithstanding any provision of this Section 22.119 to the contrary, not require registration under this Section 22.119. But a Vintage Original Art Mural which has not gained legal nonconforming status through law other than this Section 22.119 cannot qualify for legal nonconforming status under this Section 22.119 if it consists or contains any of the following: electrical or mechanical components, or changing images (moving structural elements, flashing or sequential lights, lighting elements, or other automated methods that result in movement, the appearance of movement, or change of mural image or message, not including static illumination turned off and back on not more than once every 24 hours).

(d) **Original Art Mural Regulations.** An Original Art Mural that meets all of the following requirements will be allowed upon satisfaction of the applicable registration procedures:

(1) The mural shall remain in place, without alteration, for a minimum period of two-years. "Alterations" include any change to a permitted mural, including, but not limited to, any change to the image(s), materials, colors or size of the permitted mural. "Alteration" does not include naturally occurring changes to the mural caused by exposure to the elements or the passage of time. Minor changes to the permitted mural that result from the maintenance or repair of the mural shall not constitute an "alteration." Such minor changes may include slight unintended deviations from the original image, colors, or materials that occur when the permitted mural is repaired due to the passage of time or as a result of vandalism. A mural may be removed within the first two years of the date of registration under the following circumstances:

(i) the property on which the mural is located is sold; or

(ii) the structure or property is substantially remodeled or altered in a way that precludes continuance of the mural; or

(iii) the property undergoes a change of use authorized by the Department of Building and Safety.

(iv) the owner of a mural may request permission from the Department of Cultural Affairs to remove a mural prior to the expiration of the two year period, which the Department may grant upon making a finding that the continued maintenance of the mural is not feasible and that the early removal of the mural is not in furtherance of off-site commercial advertising.

(2) No part of a mural shall exceed the height of the structure to which it is tiled, painted or affixed.

(3) No part of a mural shall extend more than six (6) inches from the plane of the wall upon which it is tiled, painted or affixed.

(4) No part of a mural shall exceed a height of 100 feet above grade.

(5) No mural may consist of, or contain, electrical or mechanical components, or changing images (moving structural elements, flashing or sequential lights, lighting elements, or other automated methods that result in movement, the appearance of movement, or change of mural image or message, not including static illumination turned off and back on not more than once every 24 hours).

(6) No mural shall be placed over the exterior surface of any building opening, including, but not limited to, windows, doors, and vents.

(7) No mural shall be placed on a lot that is improved with only one single-family residential structure and accessory structures.

(8) No mural shall be arranged and illuminated in a manner that will produce a light intensity of greater than three foot candles above ambient lighting, as measured at the property line of the nearest residentially zoned property.

(9) Digitally printed image murals shall receive approval of both the Los Angeles Fire Department and the Department of Building and Safety.

(e) **Severability.** If any part, sentence, phrase, clause, term, or word of this Section 22.119 is declared invalid or unconstitutional by a valid court judgment or decree of any court of competent jurisdiction, the declaration of such invalidity or unconstitutionality shall not affect the constitutionality or lawfulness of the remainder of this Administrative Code, the Los Angeles Municipal Code, or any other City regulation regulating signage, billboards, or Original Art Murals.

Sec. 9. The City Clerk shall certify to the passage of this ordinance and have it published in accordance with Council policy, either in a daily newspaper circulated in the City of Los Angeles or by posting for ten days in three public places in the City of Los Angeles: one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall; one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall East; and one copy on the bulletin board located at the Temple Street entrance to the Los Angeles County Hall of Records.

I hereby certify that the foregoing ordinance was introduced at the meeting of the Council of the City of Los Angeles AUG 28 2013, and was passed at its meeting of SEP 4 2013.

HOLLY L. WOLCOTT, Interim City Clerk

By  Deputy

Approved SEP 06 2013

 Mayor

Approved as to Form and Legality

MICHAEL N. FEUER, City Attorney

By 
KENNETH T. FONG
Deputy City Attorney

Date August 19, 2013

Pursuant to Charter Section 559, I disapprove this ordinance on behalf of the City Planning Commission and recommend that it not be adopted

August 19, 2013

See attached report.


Michael LoGrande
Director of Planning

File No(s). CF Nos. 08-0515, 08-0530, 08-1233 and 11-0923

#13b.

Penny Overstreet

From: Drew Smith
Sent: Tuesday, March 19, 2019 2:23 PM
To: Penny Overstreet
Subject: Orlando Noise Ordinance
Attachments: Orlando Noise Ordinance.doc

Penny:

Last one, I think, attached is City of Orlando's noise ordinance for my reports section.

Thank you!!!

Drew

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



SHEPARD, SMITH,
KOHLMYER & HAND, P.A.

2300 MAITLAND CENTER PKWY. STE. 100, MAITLAND, FL 32751

Chapter 42 - NOISE^[1]

Footnotes:

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Ordinance # 2009-13, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

Sec. 42.01. - Purpose.

The overall purpose of this Chapter is to protect the public health, safety, and welfare by establishing regulations for noise. This Chapter shall apply to the volume level and control of all sound originating within the jurisdictional limits of the City. Nothing within this section shall be construed to limit the regulation of noise to those sources specified herein. It is not the intent of this Chapter to interfere unduly with the freedom of speech or religion.

(Ord. of 8-10-2009, § 1, Doc. #0908101101)

Sec. 42.02. - General Requirements.

All uses in all zoning districts shall conform to the requirements contained in this Chapter, including Chart 1.

(Ord. of 8-10-2009, § 1, Doc. #0908101101)

Sec. 42.03. - Noises to Which the Standards Apply.

- (1) The requirements of Chart 1 shall apply to all noises (except those specifically exempted in Section 42.06), including but not limited to, continuous and intermittent noise, tones, impact noise, and noise emitted by speaker boxes, sound amplification devices, pick-up and delivery trucks and any other commercial or industrial activities.
- (2) The noise levels listed in Chart 1 for the Downtown Entertainment Area as defined herein, shall be those levels which may not be exceeded for a cumulative period of no less than one (1) minute in any fifteen (15) minute period. The noise levels listed in Chart 1 for all other types of property may not be exceeded for longer than eight and three-tenths percent (8.3%) of any measurement period, which measurement period shall not be less than thirty (30) minutes.
- (3) Where the ambient noise level exceeds the allowable noise levels given in Chart 1, then the ambient level becomes the allowable exterior noise level.
- (4) *Definitions.* The following words, terms and phrases, when used in this Chapter, shall have the meanings ascribed to them in this section, unless the context clearly indicates a different meaning:
 - (a) *Commercial* means property use that is for the trafficking of goods or furnishing of services for sale or profit, including, but not limited to, banking and other financial institutions, dining

establishments, retail or wholesale establishments, recreation or entertainment establishments, office buildings, transportation facilities, and warehouses. This category excludes property which is defined as Multi-Use or is located in the Downtown Entertainment Area as described in section 42.07(6) herein.

- (b) *Convenient hearing* means the listening comfort of those persons assembled.
- (c) *Downtown Entertainment Area* means all property and uses contained within the area described in section 42.07(6) herein.
- (d) *Industrial* means property use that is for the fabrication, manufacturing, shipping, or production of durable or nondurable goods. This category excludes property which is located in the Downtown Entertainment Area as described in section 42.07(6) herein.
- (e) *Multi-Use* means property that includes a building(s) or structure(s) which contains both commercial (usually on the ground floor) and residential use, where such residential use is located above, behind, below or adjacent to the commercial use. This category shall also include any area where commercial use abuts residential use or is located immediately or directly across a public right-of-way from residential use. Multi-Use excludes property which is located in the Downtown Entertainment Area as described in section 42.07(6) herein. Property used for the public benefit such as outdoor concert events, fairs, festivals, athletic fields, and public assemblies is also included in the definition of "Multi-Use."
- (f) *Neighborhood inhabitants* means person or persons who dwell or reside in a place which is immediately adjacent to or within 100 feet of the property generating the noise.
- (g) *Plainly audible* means any sound that can be detected by a person using his or her unaided hearing faculties who has a direct line of sight and hearing to the source of the noise. The person need not determine particular words or phrases, or the name of any song or artist: the detecting of a rhythmic bass reverberating sound is sufficient.
- (h) *Public right-of-way* means any street, avenue, boulevard, road, highway, sidewalk, alley or easement that is owned, leased, or controlled by a governmental entity.
- (i) *Real property line* means either (i) the imaginary line including its vertical extension that separates one parcel of real property from another; (ii) the vertical and horizontal boundaries of a dwelling unit that is part of a multi-dwelling unit such as a condominium, townhouse, or apartment building; or (iii) on a multi-use property, the point of interface between the two portions of the property on which different categories of activity are being performed.
- (j) *Residential* means property use that is for residences, including, but not limited to, single-family residences, multi-family residences, condominiums, apartments, hotels, motels, and assisted living facilities. This category excludes property which is defined as Multi-Use and property located in the Downtown Entertainment Area as described in section 42.07(6) herein.
- (k) *Sound amplification device* includes, but is not limited to, radios, stereos, CD players, DVD players, microphones, drums, turn tables, audio or visual equipment, electronic devices, musical instrument, sound equipment, television sets, interior or exterior speakers, loudspeakers, bullhorn, or any similar device.
- (l) *Weekday* means Sunday beginning at 2:00 a.m. through Thursdays ending at 11:59 p.m.
- (m) *Weekend* means Friday beginning at 12:00 a.m. through Sunday ending at 1:59 a.m.

CHART 1. MAXIMUM NOISE LEVELS IN A AND C-WEIGHTED DECIBELS

This chart establishes the maximum permissible noise level, measured in A-weighted and C-weighted decibels, which may be generated in the defined locations at the described time periods. As used below, dBA and dBC shall be the symbol designations of a noise level, using the A-weighting and C-weighting network of sound level meters. For purposes of this Chapter, noise shall be measured using the slow exponential time weighting characteristic of the sound level meter.

Type of Property Generating Noise	Class A Standard 7 AM—10 PM	Class A Standard 10 PM—7 AM	Class B Standard
Residential	60dBA/65dBC	55dBA/60dBC	65dBA/70dBC
Multi-Use	65dBA/70dBC	55dBA/60dBC	65dBA/70dBC
Commercial	70dBA/75dBC	65dBA/70dBC	75dBA/80dBC
Industrial	75dBA/80dBC	75dBA/70dBC	85dBA/90dBC

Class B Standards apply to noises originating from heavy manufacturing uses, as defined in the City's Land Development Code. Class A Standards apply to all other uses.

Downtown Entertainment Area	7 AM—11:59 PM 75dBA/80dBC	12 AM—7 AM 70dBA/75dBC	Weekdays
	7 AM-1:59 AM 75dBA/80dBC	2 AM-7 AM 70dBA/75dBC	Weekends

The categories listed in the above Tables are not to be construed as defined by the City's Land Development Code, but shall have the meanings ascribed to them in this Chapter.

(Ord. of 8-10-2009, § 1, Doc. #0908101101; Ord. No. 2013-14, § 1, 9-16-2013, Doc. #1309161202; Ord. No. 2017-38, § 1, 10-23-2017, Doc. #1710231203)

Sec. 42.04. - Prohibited Acts.

- (1) No person shall produce, cause to be produced, or allow to be produced, by any means, any noise within any private property which, when measured 50 feet from the source of the noise or from the real property line of the property generating said noise, exceeds the applicable sound level limits set forth in Chart 1 and as measured as set forth in section 42.03(2).
- (2) No person shall produce, cause to be produced, or allow to be produced, by any means, any noise within any public property which, when measured 50 feet from the source of the noise or from the real property line of the property generating said noise, exceeds the applicable sound level limits set forth in Chart 1 and as measured as set forth in section 42.03(2).

(Ord. of 8-10-2009, § 1, Doc. #0908101101; Ord. No. 2017-38, § 2, 10-23-2017, Doc. #1710231203)

Sec. 42.05. - Additional Prohibited Acts.

(1) *On Residential Property:*

- a. It shall be unlawful for any person to make, maintain, create, or allow to be created any unreasonably disturbing noise that is of such character, intensity or duration as to be detrimental to the life, health, comfort or repose of any individual of ordinary sensibilities residing in or occupying the area.
- b. It shall be unlawful to play any radio, phonograph, television, electronic device, or any musical instrument or operate a sound-amplification device in such a manner as to unreasonably disturb the peace, quiet, comfort, and repose of neighboring inhabitants of ordinary sensibilities, or at any time louder than is necessary for convenient hearing for the person or persons who are in the room, vehicle, or chamber in which such machine, instrument, or device is operated.
- c. The operation of any such machine, instrument, speaker, or device between the hours of 10:00 p.m. and 7:00 a.m. in such a manner as to be plainly audible at a distance of 15 feet from the property line of the building or structure, or the boundary of the vehicle in which the noise is located shall be prima facie evidence of a violation of this section.

(2) *On Multi-Use Property:*

- a. It shall be unlawful for any person to make, maintain, create, or allow to be created any unreasonably disturbing noise that is of such character, intensity or duration as to be detrimental to the life, health, comfort or repose any individual of ordinary sensibilities residing in or occupying the area.
- b. It shall be unlawful to play any radio, phonograph, television, electronic device, or any musical instrument or operate a sound-amplification device in such a manner as to unreasonably disturb the peace, quiet, comfort, and repose of neighboring inhabitants of ordinary sensibilities, or at any time louder than is necessary for convenient hearing for the person or persons who are in the room, vehicle, or chamber in which such machine, instrument, or device is operated.
- c. Any such machine, instrument, speaker, or device being used inside of a building, structure, room, chamber, or other similarly defined area shall not in any way face or direct the sound toward any open entrance or exit, or any window or other similar opening in the building, structure, room, chamber, or other similarly defined area.
- d. The operation of any such machine, instrument, speaker, or device between the hours of 10:00 p.m. and 7:00 a.m. in a such manner as to be plainly audible at a distance of 50 feet from the property line of the building or structure, or the boundary of the vehicle in which it is located shall be prima facie evidence of a violation of this section.

(3) *In the Downtown Entertainment Area:*

- a. It shall be unlawful to play any radio, phonograph, television, electronic device, or any musical instrument or operate a sound-amplification device in such a manner as to unreasonably disturb the peace, quiet, comfort, and repose of neighboring inhabitants of ordinary sensibilities, or at any time louder than is necessary for convenient hearing for the person or persons who are in the room, vehicle, or chamber in which such machine, instrument, or device is operated.
- b. Any such machine, instrument, speaker, or device being used inside of a building, structure, room, chamber, or other similarly defined area shall not in any way face or direct the sound toward any open entrance or exit, or any window or other similar opening in the building, structure, room, chamber, or other similarly defined area.
- c. The operation of any such machine, instrument, speaker, or device between the hours of 12:00 a.m. and 7:00 a.m. on weekdays and 2:00 a.m. and 7:00 a.m. on weekends in such a manner as to exceed the applicable sound level limit set forth in Chart 1 and as measured in section 42.03(2) and 42.04 shall be prima facie evidence of a violation of this section.

(Ord. of 8-10-2009, § 1, Doc. #0908101101; Ord. No. 2013-14, § 1, 9-16-2013; Ord. No. 2017-38, § 3, 10-23-2017, Doc. #1710231203)

Sec. 42.06. - Exempt Noises.

The following types of noise are hereby made exempt from the provisions of this Chapter:

- (1) Noises from temporary construction and maintenance activities between 7 AM and 9 PM except Sundays and federal holidays.
- (2) Noises from safety signals, emergency equipment and vehicles, warning devices and emergency pressure release valves and law enforcement activities, including training.
- (3) Noises from motor vehicles such as automobiles, trucks, airplanes, motorcycles, and railroads which are regulated by state and federal law.
- (4) Ordinary domestic noises provided such noises comply with the requirements of Chart 1.
- (5) Noises such as those from show and ride attractions, fireworks, show pyrotechnics, aerial displays, sound effects, theatrical sound systems, music and human voices that are created within that part of the MA Overlay Zoning District that is not within the Downtown Entertainment Area.

(Ord. of 8-10-2009, § 1, Doc. #0908101101; Ord. No. 2017-38, § 4, 10-23-2017, Doc. #1710231203)

Sec. 42.07. - Use of Mechanical Loud Speakers or Amplifiers Out of Doors.

- (1) Unless exempt pursuant to subsection 42.07(6), it is hereby made unlawful to use any mechanical loud speaker or other sound amplification device on a truck or other moving vehicle or out of doors on public or private property except under a permit issued by the Chief of Police or the City's Permitting Services Division. For purposes of this section, "out of doors" shall mean the loud speaker or other sound amplification device is located outside and not wholly enclosed within a building or structure. Sound amplification devices located wholly within automobiles and handheld mobile electronic devices are hereby made exempt from this subsection, except that it is hereby made unlawful for any person to make, maintain, create, or allow to be created any unreasonably disturbing noise from any car sound amplification device (whether wholly or partially contained within the automobile or not) or handheld mobile electronic device that is of such character, intensity, or duration as to be detrimental to the life, health, comfort, or repose of any individual of ordinary sensibilities residing in or occupying the area.
- (2) Except as provided in subsections (6), (7), and (8) below, no person shall use a loud speaker or other sound amplification device on a truck or other moving vehicle or out of doors on a public or private property between the hours of 10:00 p.m. and 7:00 a.m.
- (3) No person shall use a loud speaker or other sound amplification device out of doors within 1,000 feet of any school, physical place of worship at which a religious organization regularly conducts religious services, hospital, court of law, or public transportation facility as defined in § 496.425(1)(b), Florida Statutes, during normal business hours of operation of that entity without the permission from that property owner.
- (4) Each permit application shall include the name, address, and telephone number of the permit applicant. The applicant shall submit a plan showing the proposed location and orientation of the loud speaker(s) or sound amplification device(s) to be used, the street address and specific location at that address for the proposed use, the hours of operation of the loud speaker(s) or sound amplification device(s), and a description of the loud speaker(s) or sound amplification device(s) including its decibel level. The applicant shall certify that such speaker(s) and device(s) will be

monitored to ensure that it is operated within the decibel levels prescribed in Chart 1 set forth in section 42.03 herein.

If the loud speaker(s) or sound amplification device(s) is being used out of doors temporarily for a particular event, the application must be submitted to the Chief of Police at least three business days, excluding holidays, in advance of the installation of the equipment and must be accompanied by a \$20.00 processing fee. If the use of such speaker or device out of doors will be continual, the application must be submitted to the Permitting Services Division prior to the installation of the equipment and must be accompanied by a fee which shall be set forth by resolution of City Council.

- (5) The Chief of Police or the Permitting Services Division shall issue a permit provided the proposed use and speaker or device:
 - (a) Complies with subsections (2) through and including (10) of this section as applicable; and
 - (b) Will not interfere with any governmental function or with any event previously permitted pursuant to Chapter 18A, Orlando City Code, or with any event scheduled through the Families, Parks and Recreation Department if the proposed use of the speaker or device is temporary for a particular event; and
 - (c) Is not for a location within 1,000 feet of an activity or another location previously permitted under this section for the same date and time if the proposed use of the speaker or device is temporary for a particular event; and
 - (d) Is not for a fully enclosed restaurant, bar, or other similar establishment that does not have a permitted sidewalk café or other approved designated outdoor space for patrons.

If the use of the loud speaker sound amplification device is not temporary for a particular event, but instead is continual, the permit shall be valid for a period of 12 months from the date of issuance, at which time the City may renew the permit for the next 12-month period under the same conditions provided the renewal fee is paid and the number, type, and location of the speaker(s) or device(s) has not changed. The City may also consider the number of citations that had been issued, if any, to the applicant for violations under this Chapter during the prior 12-month period when determining renewal of the permit. If, at the time of renewal, the number of speakers or devices has increased or the type or location of the speakers or devices has changed, the permit application process shall begin anew. Annual renewal of the permit is the responsibility of each permit holder.

If the loud speaker or sound amplification device is being used continually at a fixed location on a daily basis, the permit must be posted in a conspicuous place upon the premises at which the speaker or device is being used.

- (6) For the purpose of providing an exemption from the prohibitions contained in subsections (2), and (3) above, there is hereby created a Downtown Entertainment Area which is described in Figure 1. Within said Area, loud speakers or other sound amplification devices for non-continual use may be used out of doors between 7:00 p.m. and 12:00 a.m. on weekdays and 7:00 p.m. and 2:00 a.m. on weekends and without regard to the other prohibitions set forth in subsections (2) and (3) above. However, sections 42.02 through 42.05 set forth herein shall still apply.
- (7) Notwithstanding the prohibition contained in subsection (2) above, the City Council may approve and authorize extended hours for use of a loud speaker or other sound amplification device provided that a permit application is filed which contains the information specified in subsection (4) above and that the proposed activity otherwise complies with the provisions of subsections (3) and (5) and the sound levels and standards prescribed in sections 42.02 through 42.05 herein. This subsection does not apply to loud speakers or sound amplification devices that are permitted for continuous use within the Downtown Entertainment Area as described in subsection (6).
- (8) Except for loud speakers and sound amplification devices installed by the City, such speakers and devices that are permitted for continual use out of doors under subsection (1) shall not be located within the public rights-of-way, including the air space above such public rights-of-way, unless such use is for a permitted sidewalk café or for space that is part of an encroachment agreement with the

City. In that instance, such speakers and devices shall not face or direct the sound upward toward airspace or toward any adjacent businesses, streets, alleys, rights-of-way, or property. Instead, such speakers and devices, whether permanently mounted or affixed to the exterior of the building or structure or freestanding, shall be set in such a way that the sound is directed downward and inward toward patrons and complies with the sound levels and standards set forth in sections 42.02 through 42.05 herein. If the speakers or devices are free-standing, they shall not be elevated more than five feet off of the ground.

- (9) Any person, business, or property owner that is operating a restaurant, bar, or other similar establishment at a fixed location that is providing designated outdoor space to its patrons on private property (i.e. patio, rooftop, etc...) may utilize loud speakers or sound amplification devices for temporary or continual use out of doors as long as such speakers and devices are permitted under subsection (1). Such speakers and devices may be permanently mounted or affixed to the exterior of the building or structure or free-standing and shall not face or direct the sound upward toward airspace or outward toward any adjacent businesses, streets, alleys, rights-of-way, or property. Instead, such speakers and devices shall be set in such a way that the sound is directed downward and inward toward patrons and complies with the sound levels and standards set forth in sections 42.02 through 42.05 herein. If the speakers or devices are free-standing, they shall not be elevated more than five feet off of the ground.
- (10) The City shall revoke a permit issued for continuous use under subsection (1) upon the issuance of a third civil citation within a 12-month period for utilizing a loud speaker or sound amplification device in violation of this Chapter. However, if a citation is ultimately dismissed it will not count toward the requisite number of citations for revocation. The City shall send written notice of the revocation to the violator named in the citation and to the property owner. The permit shall be revoked for the remainder of the 12-month period for which the permit was issued. During this time the speaker(s) or device(s) shall be removed or disconnected and not used out of doors. After the revocation period has expired, an application for a new permit may be submitted in accordance with subsections (4) and (5) herein.
- (11) Any applicant shall have the right to appeal the denial of a permit or the revocation of a permit by immediately requesting review with a court of competent jurisdiction or by appealing the decision to the City's Chief Administrative Officer (CAO). The appeal to the CAO shall be taken by the applicant within five (5) days after receipt of the notice of denial or revocation, by filing a written notice with the Office of the Chief Administrative Officer with a copy to the City Clerk. The CAO, or his/her designee, shall render a decision no later than ten (10) days following receipt of the notice of appeal. If the permit was denied, the CAO, or his/her designee shall direct the responsible department to issue a permit if the applicant has met the criteria set forth in this Chapter for issuance of a permit. If the permit was revoked, the CAO, or his/her designee, shall uphold the revocation if the criteria set forth in this Chapter for revoking a permit has been met. If the applicant is not satisfied with the decision of the CAO, the applicant may file a request for immediate review by the City Council with the City Clerk within five (5) days from the date the CAO's written decision was rendered.

(Ord. of 8-10-2009, § 1, Doc. #0908101101; Ord. No. 2013-14, § 1, 9-16-2013, Doc. #1309161202; Ord. No. 2017-38, § 5, 10-23-2017, Doc. #1710231203)

Sec. 42.08. - Method of Noise Measurement.

All measurements shall be made with a sound level meter. The sound level meter shall be calibrated in accordance with the meter manufacturer's recommendations. As necessary, a windscreen shall be utilized with the sound level meter. The measurements shall in general be made in accordance with the standards as promulgated by the American Society for Testing and Materials guidance.

(Ord. of 8-10-2009, § 1, Doc. #0908101101)

Sec. 42.09. - Enforcement.

This Chapter shall be enforced pursuant to the provisions set forth in Chapter 1, section 1.08 or Chapter 5, Article II of this Code.

(Ord. of 8-10-2009, § 1, Doc. #0908101101)

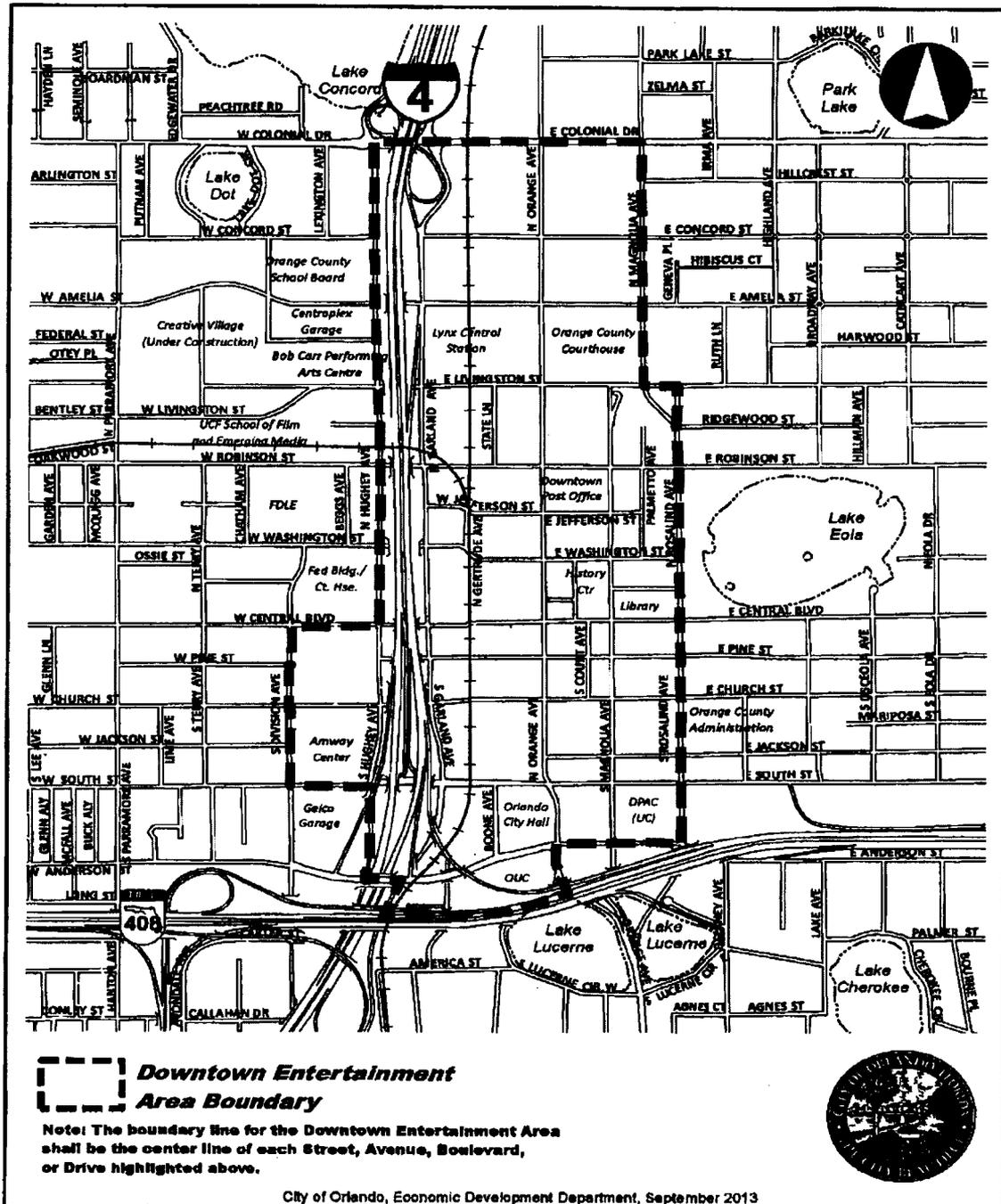


Figure 1

Item

13

Staff

Reports



Flagler Beach Fire Department

Weekly Run Report from 3/7/19 - 3/13/19

CALLS BY INCIDENT TYPE

EMS

22

FIRE

4

Hazardous Condition (No Fire)

1

Service Call

11

Motor Vehicle Accident

1

HazMat

0

Water Rescue

0

Total

39

Penny Overstreet

From: Robert Pace
Sent: Thursday, March 14, 2019 10:03 AM
To: Larry Newsom
Cc: Penny Overstreet
Subject: Weekly Highlights

Mr. Newsom,

The following are the weekly highlights;

- Captain Cox attended another Active shooter Meeting and further discussion took place on the implementation of the rescue Task Force. The committee has broken the schedule up into 5 different sections on how they plan to distribute the training. The policy is currently in its final edit and will be adopted by all agencies. The group is working closely with Hero's First Home Loans who have started a fundraiser in order to raise funds for all the fire departments in Flagler County for ballistic gear. Fbfd recently did a video shoot in order to promote the fundraiser. The video is currently circulating Facebook with much success. Captain Cox also appeared on David Ayers radio show to discuss the program. Finally Captain Cox will be working with Debbie Phillips and Tom with Savor Flagler on an additional fundraiser
- The MDA Boot Drive took place over the weekend. Although the department did not surpass last year's total of \$6200, we did very well by raising \$6045. Many residents commented on how happy they were to support a great cause and that were appreciative the firefighters were willing to help. There is a competition MDA has implemented that awards a golden axe to the agency that collects the most donations within the county. Fbfd hopes to bring the golden axe home
- Another Water-Safe Meeting took place at the EOC on Monday. The group is now working on regular basis with the Flagler Beach Rotary and they are addressing swim tests for the kids that will be involved in the Urban Surf Camp. Other issues that were discussed included updating their volunteer list, transportation, and future school visits
- Flagler County's IT Director (Jay Shupe) has been working with me to compile the final numbers for radio equipment/ accessories moving towards the P-25 Radio System. I met with Lieutenant Snyder and we have submitted the final list for inventory. One discrepancy noted was that there was not any radio equipment allocated for Ocean Rescue's officers. Four additional portables, a mobile unit, and accessory parts have been ordered on behalf of Ocean Rescue
- Lieutenants Rainey and Forte have both attended drone training classes over the last several months. As we have discussed the city possibly utilizing drones for few tasks in the future, the goal is to obtain training as it comes available. I was contacted by the Flagler County's Chief of Emergency Management (Johnathan Lord) and informed there is weeklong training at no cost being held at the airport next month. Lieutenant Rainey will be attending the training April 22nd-26th
- It's hard to believe, but it is time to begin planning for the July 4th event again. The first planning meeting will take place next week at the EOC with representatives from each agency within the county in attendance. Considering the traffic detours, there is the possibility for additional traffic issues at this year's event. That being said the supervisor from Superior Construction (David Blare) will be in attendance at the planning meeting. Retired Chief Fraser has agreed to be the Planning Chief again for this year's event

I look forward to talking to you soon.



Flagler Beach Fire Department

Weekly Run Report from 3/14/19 – 3/20/19

CALLS BY INCIDENT TYPE

EMS

15

FIRE

7

Hazardous Condition (No Fire)

0

Service Call

3

Motor Vehicle Accident

6

HazMat

0

Water Rescue

0

Total

31

Penny Overstreet

From: Robert Pace
Sent: Thursday, March 21, 2019 12:03 PM
To: Larry Newsom
Cc: Penny Overstreet
Subject: Weekly Highlights

Mr. Newsom,

The following are the weekly highlights;

- It has been a little while since the department has welcomed any new volunteers. That changed this week as the department welcomed three new members. The three members include two certified firefighters who have just completed standards and a retired lieutenant from the Washington D.C. Fire Department. The newly certified firefighters will join the crews and begin their education on daily operations. The retired lieutenant will be assigned to fire police and will assist with administrative duties
- All the information has been updated that will be delivered in the Citizen's Academy Presentation. I have also prepared some notes explaining the city's emergency and evacuation plan for the hurricane review. The Building Department was contacted and offered any assistance they may be required for their presentation that will be given in the department's training room. Karen Prather (Paramedic FCFR) will speak to the academy about the home health services that are offered to the entire county. Johnathan Lord (Flagler County's Chief of Emergency Management) will also be a guest speaker as he will speak to his role in a disaster at the hurricane review
- Captain Cox attended the Q&A meeting at Advent Health Palm Coast. As always discrepancies on calls and any issues with reports were reviewed at the meeting. The group also discussed various diseases that could be transmitted to first responders in the field and the procedure for prophylaxis in the event of an exposure. Captain Cox is developing a exposure program for the department as well as prophylaxis response in the event a member of the department becomes exposed
- The Emergency Management Partner's Meeting took place on Tuesday at the EOC. Chief Lord discussed some changes and updates to the EOC structure. Capabilities and improvements to WebEOC were also reviewed. The hurricane exercise set for May 1st was addressed as well as pre-hurricane season activities and training
- Driver/engineer T. Conroy has been working with fire Marshal Gocke on preparing pre-incident plans for all the businesses within Flagler Beach. The pre-plans have been completed and they would include every business in the city. Each plan includes building specifics, closest water supply, aerial photos, and potential hazards. Insuring that all pertinent information is shared with the other agencies that will respond to the city, copies of the exact pre-plan logs our crews/Fire Marshal carry have been given to FCFR and PCFD
- As we've discussed and we both agree insuring all city vehicles are equipped with first aid boxes and fire extinguishers is of high importance. I have assigned this project to Fire Marshal Gocke and he is currently reaching out to each department head to obtain an accurate count on vehicles. Once a count is received, Fire Marshal Gocke will set a meeting with you to discuss cost

I look forward to talking to you soon.

Thanks,

Bobby Pace



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		3/1/2019		To: Thursday		3/7/2019	
Calls For Service	67	Felony Arrest	0	Reports Written	10	Citations Issued	32
Self-Initiated	87	Misd. Arrest	1	Comm. Policing	17	Warnings (Written/Verbal)	119
Traffic Stops	116	City Ordinance	3	Security Checks	242		

Chief's Weekly Summary

Friday: Chief Doughney attended 1st Friday and Amy Alysia and the Soul Operation was this month's musical guest. The Pinewood Derby, hosted by the Salty Church was held and the races were very competitive! A heavy thunderstorm at approximately 4:45 p.m. kept the crowd to approximately 400 citizens but a great time was had by those that attended. Next month's event is Friday, April 5th.

Friday: Officers conducted foot patrol in the area of the Pier & Boardwalk from 8:44 p.m. - 9:22 p.m.

Saturday: 3/2/19 @ 2:11 a.m. / Battery / 608 South Oceanshore Boulevard: Officers responded to a delayed report (approximately three (3) hours), of an incident that occurred in the parking lot next to Tortuga's. An altercation occurred between two (2) males and a female, where one (1) of the males hit the female on the right side of her face. A charging affidavit was completed and forwarded to the State Attorney's Office.

Monday: 3/4/19 @ 6:26 p.m. / Crash with Injuries / SR100 @ South Central Avenue: The Driver of a motor vehicle traveling north on South Central Avenue approaching SR100 had a medical condition and did not stop at the stop sign. The vehicle traveled into oncoming traffic and the crash occurred. The Driver of the at-fault vehicle was transported to Advent Health Palm Coast with minor injuries.

Tuesday: Chief Doughney attended a "Chief's Panel" from 1:00 p.m. to 2:00 p.m. at Ormond Beach Middle School. The 2nd annual "Chief's Panel" was hosted by Ormond Beach Police Chief Jesse Godfrey. The "Panel" consisted of Police Chief's from Volusia and Flagler Counties and questions were submitted by approximately ninety (90) 7th Grade students. The Students asked some really great questions and they've recently been studying civics, Constitutional Amendments and landmark Court decisions; such as Miranda vs. Arizona.

Tuesday: 3/5/19 @ 3:03 p.m. / Theft - Shoplifting / 400 Block of South Oceanshore Boulevard (Z-Wave): A female juvenile entered the stores fitting room with six (6) bathing suits. Upon the suspect exiting the fitting room she only returned five (5) to the counter. When the suspect exited the store, the security alarm at the door sounded. The store clerk stopped the suspect, but did not hold her until Officers arrived. The hanger for the sixth bathing suit was found in the fitting room. The suspects picture has been forwarded to Flagler County Sheriff's Office School Resource Deputies with hopes of identifying her.

Wednesday: Chief Doughney attended the weekly SRAIA Progress meeting at the Atkins/Superior Office from 10:00 a.m. to 11:00 a.m. Captain Blanchette met with Staff from the Family Life Center from 10:00 a.m. to 11:00 a.m. with regards to becoming a member of their Board of Directors. Chief Doughney and Detective Vinci worked in Patrol in the afternoon and conducted stop sign compliance checks on South Central Avenue. A total of seven (7) traffic stops were conducted, resulting in the issuance of six (6) written warnings and one (1) verbal warning. Chief Doughney was invited as a guest speaker for the "Paws of War" first training session, which will be held weekly at the Agricultural Museum on Old Kings Road. "Paws of War" is a Palm Coast based organization whose mission is to train and place shelter dogs to serve and provide independence to Veterans and First Responders who suffer from PTSD. The training was from 6:00 p.m. to 7:00 p.m. and there were approximately forty (40) Veterans and First Responders in attendance.

Thursday: Chief Doughney and Detective Vinci worked in Patrol in the afternoon and conducted stop sign compliance checks on South Central Avenue. A total of ten (10) traffic stops were conducted, resulting in the issuance of ten (10) written warnings.

Thursday: 3/7/19 @ 8:07 a.m. / Narcotics - Arrest / 700 Block of South Central Avenue: A Patrol Officer stopped a vehicle for running a stop sign at South Central Avenue and 7th Street South. Upon the Officer approaching the vehicle, the smell of burnt Cannibals emitting from the vehicle and a glass smoking pipe was visible on the Drivers lap. The Driver was issued a State Traffic Citation for the stop sign violation and also issued a Notice to Appear in Court for Possession of Cannabis under 20 grams and Possession of Drug Paraphernalia. The suspect was released at the scene.



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	3/8/2019		To: Thursday		3/14/2019		
Calls For Service	59	Felony Arrest	6	Reports Written	20	Citations Issued	157
Self-Initiated	128	Misd. Arrest	8	Comm. Policing	18	Warnings (Written/Verbal)	346
Traffic Stops	428	City Ordinance	0	Security Checks	192		

Chief's Weekly Summary

Friday: 3/8/19 @ 11:34 p.m. / Narcotics / 100 Block of 6th Street South (City Parking Lot): While on foot patrol in the area of Tortugas, Officers observed an occupied vehicle that was running with loud music playing. Upon the Officers approaching the vehicle, they could smell burnt Marijuana. The Driver of the vehicle was issued a Notice to Appear in Court for Possession of Marijuana under 20 grams and one (1) of the passengers had an active arrest warrant out of Hillsborough County, Florida. The warrant for Violation of Probation re; DUI was confirmed and the subject was arrested and transported to the Flagler County Inmate Facility without incident.

Friday: 3/9/19 @ 4:50 p.m. / Narcotics - Arrest / 2300 Block of South Daytona Avenue: A traffic stop conducted for an expired tag. Upon the Officer approaching the vehicle, the smell of marijuana was present. The Driver was found to be in possession of one (1) vial of pure Cannabis oil (94 % THC) in her purse and also another vial of pure Cannabis oil (94% THC) in her underwear. The Driver was arrested and transported to the Flagler County Inmate Facility without incident.

Saturday: 3/9/19 @ 2:07 p.m. / Disturbance Verbal - Arrest / 608 South Oceanshore Boulevard (Tortugas): Officers were dispatched in reference to a female that was kicking motorcycles and trying to fight other customers. Upon Officers arrival, the female continued to create a disturbance and was being aggressive. The female was subsequently arrested and was found to be in possession of Cocaine. While trying to secure this subject, her friend approached and became verbally aggressive with Officers. After numerous warnings to back away and refusing, the second female she was subsequently arrested as well. Both subject were transported to the Flagler County Inmate Facility.

Saturday: 3/9/19 @ 3:27 p.m. / Disturbance Domestic – Arrest / 600 Block of North Central Avenue: Officers responded in reference the reports of a male and female physically fighting in the street. Upon arrival the subjects were separated and the witness that broke them up was still on scene. Continued on next page.

The male subject was found to be the primary aggressor and he was arrested without incident and transported to the Flagler County Inmate Facility

Saturday: 3/9/19 @ 7:46 p.m. / Narcotics - Arrest / 1000 Block of North Central Avenue: A traffic stop was conducted on a motor vehicle for running a stop sign. Upon approaching the vehicle, the Officer could smell Marijuana emitting from within. The passenger was issued a Notice to Appear in Court and was released without incident.

Sunday: 3/10/19 @ 12:18 a.m. / Narcotics - Arrest / 101 North Oceanshore Boulevard (Finn's): While on foot patrol in the parking lot of Finn's, Officers observed a white male in his vehicle with his head down moving around in the vehicle. Upon the male opening the door, he was found to be snorting Cocaine. The male was arrested and transported to the Flagler County Inmate Facility without incident.

Sunday: 3/10/19 @ 3:08 a.m. / Warrant Arrest / 2200 Block Moody Boulevard: A traffic stop was conducted on a motor vehicle for unlawful speed. The Driver was taken into custody for Driving While License Suspended (with knowledge) and the subject also had a Flagler County arrest warrant for the same offense. The arrest warrant was confirmed and the subject was transported to the Flagler County Inmate Facility without incident.

Sunday: 3/10/19 @ 4:24 a.m. / Narcotics - Arrest / 312 Moody Boulevard (Dollar General): Officers checked out with an occupied vehicle parked in the Dollar General Parking lot. Upon approaching the vehicle, Officers could smell marijuana emitting from within. The Driver was issued a Notice to Appear in Court and was released without incident.

Monday: 3/11/19 @ 12:05 a.m. / Narcotics & Probation Arrest / 302 Moody Boulevard (Poor Walt's): While on a security check inside the establishment, Officers found a male subject in the bathroom with a bag of Marijuana in his hand. The male was arrested and was found to have an active Flagler County arrest warrant in reference to Violation of Community Control re; Felony Battery. The arrest warrant was confirmed and the subject was transported to the Flagler County Inmate Facility without incident.

Monday: 3/11/19 @ 12:11 a.m. / Narcotics - Arrest / 17th Street North & North Central Avenue: Deputy Capela conducted a traffic stop for failure to maintain a single lane. Upon approaching the vehicle, he detected an odor of Cannabis. The passenger was found to be in Possession of Cannabis under 20 grams and was arrested without incident. At the Flagler County Inmate Facility, the subject incurred a Felony charge for the introduction of contraband into the Inmate Facility.

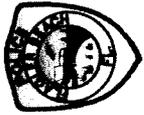
Monday: Chief Doughney and Captain Blanchette assisted patrol with traffic and parking enforcement for most of the day and they issued two (2) citations and ten (10) written warnings.

Tuesday: Chief Doughney attended the Healthy Start Board of Directors Quarterly meeting in Daytona Beach from 12:00 p.m. to 1:30 p.m. Captain Blanchette assisted patrol in the afternoon and he issued one (1) traffic citation and one (1) written warning.

Wednesday: Captain Blanchette patrolled the core of the City on a Police bicycle from 1:30 p.m. to 3:00 p.m. Chief Doughney assisted patrol with parking and traffic enforcement during the afternoon and issued one (1) citation and four (4) written warnings. Our Victim Advocates attended a one (1) day training seminar in Orlando, Florida.

Sea Dune Parking: Officers issued three (3) City parking citations and four (4) written warnings for unlawful parking on the sea dunes this week.

Bike Week & Spring Break Assistance: Sheriff Staly provided two Flagler County (2) Deputies each day for an increased Law Enforcement presence for Bike Week/Spring Break. The assigned Deputies assisted our Officers with calls for service as well as traffic enforcement and did a great job this week!



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		3/15/2019		To: Thursday		3/21/2019	
Calls For Service	47	Felony Arrest	2	Reports Written	14	Citations Issued	59
Self-Initiated	71	Misd. Arrest	2	Comm. Policing	16	Warnings (Written/Verbal)	175
Traffic Stops	186	City Ordinance	8	Security Checks	257		

Chief's Weekly Summary

Friday: 3/15/19 @ 8:00 a.m. / Crash with Injuries / Moody Boulevard @ South Central Avenue: A crash occurred between a Dodge van and a Ford Escort at the intersection. The Driver of the Ford Escort was transported to Advent Hospital with neck pain.

Friday: 3/15/19 @ 9:16 p.m. / Hit & Run with Injuries / 3400 Block of South Oceanshore Boulevard: Officers responded in reference to a crash with injuries. The Driver of a motorcycle was northbound on A1A when he was sideswiped by a vehicle that was southbound on A1A. The resulting contact caused the passenger of the motorcycle to be ejected. The passenger received severe injuries and was transported to Halifax for treatment.

Friday: Chief Doughney worked in patrol and issued six (6) citations and two (2) written warnings.

Sunday: 3/17/19 @ 11:26 a.m. / Crash - No Injuries / 100 Block of 5th Street North: A City Sanitation truck struck the mirror of a vehicle that legally parked. A Flagler County Deputy working Bike Week/Spring Break duties in our City completed a State Crash report.

Sunday: 3/17/19 @ 10:34 p.m. / Baker Act / 700 Block South Oceanshore Boulevard: Officers made contact with a female in reference to her being lost. After speaking with the subject and her family, she was taken into custody under the Baker Act. The female was transported to Halifax Hospital in Daytona Beach for evaluation without incident.

Monday: 3/19/19 @ 9:23 a.m. / Burglary Residential / 600 Block of 23rd Street South: Officers were dispatched in reference a suspicious vehicle in the area and that was stopping and looking at houses. The vehicle was located by Sergeant Arcieri and when he attempted a traffic stop near South 28th Street, the vehicle fled at a high rate of speed. Sergeant Arcieri disengaged and the he vehicle continued southbound.

Continued: The Driver attempted to turn right onto Clubhouse Drive at a high rate of speed and rolled the vehicle. The Driver was taken into custody by Sergeant Arcieri without incident as he was exiting the vehicle. The ensuing investigation revealed that the subject had committed a Burglary to a residence in our City and he was charged with Burglary of an Occupied Dwelling, Fleeing and Eluding, Reckless Driving, Driving While License Suspended and Resisting an Officer without Violence. The vehicle contained two (2) female occupants who were transported to the Police Department and interviewed. The case is pending follow up by Detective Vince and based on her investigation, criminal charges may be filed. **Great Job!**

Monday: Chief Doughney attended the Quarterly Emergency Management Partners meeting at the Emergency Operations Center from 2:00 p.m. to 3:45 p.m. and the Tobacco Free Flagler meeting at the Government Service Building from 4:00 p.m. to 5:00 p.m.

Tuesday: 3/20/19 @ 12:35 a.m. / Narcotics - Arrest / 200 Block of South Oceanshore Boulevard: A traffic stop was conducted on a vehicle for inoperable tail lights. Upon approaching the vehicle, the Officer could smell marijuana emitting from within. The Driver and one (1) of the passengers were each issued Notices to Appear in Court and released without incident.

Wednesday: 3/20/19 @ 7:08 a.m. / Narcotics - Arrest / 2200 Block of Moody Boulevard: A Patrol Officer conducted a traffic stop in reference to unlawful peed and while speaking to the Driver, the Officer observed a clear plastic baggie that appeared to contain Cannabis. Upon further investigation it was found the Driver was in possession of over 20 grams of Cannabis (a Felony) and a brownie that also contained Cannabis. The Driver was arrested without incident and she was transported to the Flagler County Inmate Facility. **Good Job!**

Thursday: Chief Doughney patrolled the south end of the barrier island, between SR100 and the Volusia County line, on a Police bicycle from 1:30 p.m. to 3:30 p.m.

Sea Dune Parking: Officers issued three (3) City parking citations and four (4) written warnings for unlawful parking on the sea dunes this week.

Bike Week & Spring Break Assistance: Sheriff Staly provided two Flagler County (2) Deputies on Friday, Saturday and Sunday for an increased Law Enforcement presence for Bike Week/Spring Break. The assigned Deputies assisted our Officers with calls for service as well as traffic enforcement and did a great job this week!

Beach/Parks/Recreation

Weekly Highlights March 6 - 13, 2019

- March 9th begins Spring Break for Flagler County Schools. A limited crew of lifeguards will be posted on the beach every day from 3/9 through 3/17.
- Met with Watersafe committee on March 11th. Watersafe event will take place on April 27th.
- Ran the ATV's and Polaris as part of Spring Break lifeguard patrol.
- Attended "Cheer at the Pier" meeting on 3/12. The event will take place on April 6th from 2:00-5:00. The event committee will be requesting the same support services from the City as last year.
- We are still actively recruiting lifeguard applicants for the summer season.
- New lifeguard towers have been picked up from Deland and stored at the sanitation facility.
- First July 4th meeting is scheduled for March 22nd at the Emergency Operations Center in Bunnell. I contacted David Blair from Superior Construction and requested that they have a representative attend the meeting.
- Have been watering the dune plants behind the lifeguard headquarters every other day.
- Due to a family emergency, Pyramid D.J.'s. will be unable to coordinate the annual the annual Easter Egg Hunt this year. I contacted Travis from Salty Church to see if they would be able to host the event. Travis was not sure if they could because they are busy planning their Sunrise Easter Service on the following day. I will be contacting The Rotary Club of Flagler Beach to see if they might be able to host the event.

Beach/Parks/Recreation

Weekly Highlights March 13 - 20, 2019

- Completed lifeguard coverage on the beach for Spring Break and Bike Week. Lifeguards were posted for all 9 days from March 9th through March 17th.
- Began planning for the annual Easter Egg Hunt on April 20th.
- Ran the ATV's and Polaris as part of Spring Break lifeguard patrol.
- Will be attending the Flagler County Schools Summer Camp Expo on March 21st to promote the Junior Lifeguard Program.
- We are still actively recruiting lifeguard applicants for the summer season by distributing posters through Flagler, Volusia and St. Johns Counties. Lifeguard recruit training is scheduled on April 27, 28, May 4, 5, 11 and 12. Attached is a training schedule which shows specific times and locations.
- Beach safety signs have been attached to the new lifeguard towers.
- First July 4th meeting is scheduled for March 22nd at the Emergency Operations Center in Bunnell.
- Dune plants have been repotted in preparation for replanting along the A1A dunes.