

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

AGENDA

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

GENERAL BUSINESS

6. Consider awarding Project Bid No. FB-19-0306 for Public Dune Walkovers to Charles Burgan, LLC – Larry Newsom, City Manager.
7. Resolution 2019-04, a Resolution by the City Commission of the City of Flagler Beach, Florida, amending Resolution 2018-28 which adopted the FY 2018/19 Budget; providing for conflict, providing an effective date hereof – Kathleen Doyle, Finance Director.
8. Discussion and possible direction to staff regarding the protection of Gopher Tortoise in Flagler Beach – Commissioner Carney.

COMMISSION COMMENTS

9. Commission comments, including reports from meetings attended.

PUBLIC HEARINGS

10. Ordinance 2019-05, an Ordinance of the City of Flagler Beach, Florida, authorizing and approving the sale of real property located at 1901 N. Daytona Avenue and providing for an effective date – second & final reading.

STAFF REPORTS

11. Staff Reports.
12. 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.



FLAGLER BEACH CITY COMMISSION

City Manager's Report

Item No. 6

Meeting Date: March 14, 2019

Issue: Consider awarding Project Bid No. FB-19-0306 for Public Dune Walkovers to Charles Burgan, LLC

From: Larry Newsom, City Manager

Organization: City of Flagler Beach

RECOMMENDATION: Staff recommends Bid No. FB-19-0306 be awarded to the low bidder Charles Burgan, LLC.

BACKGROUND: Two bids were received and opened March 6, 2019. Staff recommends award to Charles Burgan, LLC due to their proven history of successful securing of permits from FDOT and FDEP.

The bid package requested bidders submit base bids to replicate the walkovers that were destroyed. The bid package included alternate bids for mitigation items to improve the walkovers which include composite handrails, decking, side rails and endcaps, stainless steel hardware, and composite seating.

BUDGETARY IMPACT: A budget amendment will be necessary when FEMA funds are received to recognize revenue and detail expenditure of project.

LEGAL CONSIDERATIONS/SIGN-OFF: N/A

PERSONNEL:

POLICY/REQUIREMENT FOR BOARD ACTION: Authorize authority to the City Manager to select the alternate bids to implement at his discretion based upon mitigation funds reimbursable by FEMA.

IMPLEMENTATION/COORDINATION: Clerk to issues Notice to Proceed, draft contract and obtain signatures and bond.

Attachments

- Intent to award bid
- Bid Tabulation
- Bid package submitted by Charles Burgan, LLC

THE NEWS-JOURNAL

Published Daily and Sunday
Daytona Beach, Volusia County, Florida

State of Florida,
County of Volusia

Before the undersigned authority personally appeared

Irene Zucker

who, on oath says that she is

LEGAL COORDINATOR

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

PUBLIC NOTICE

L 2319253

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

FEBRUARY 15, 2019

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

Irene Zucker

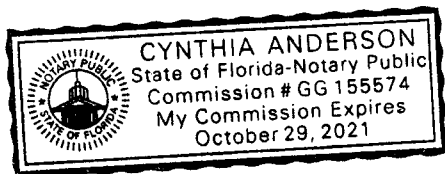
Sworn to and subscribed before me

This 15TH of FEBRUARY

A.D. 2019

Cynthia Anderson

49D



City of Flagler Beach
Advertisement for Bids
Public Dune Walkovers,
Bid No. FB-19-0306

The City of Flagler Beach invites
experienced design-build construction
firms specializing in beach/dune
walkover/access construction to contact
the City Clerk of the City of Flagler Beach
to obtain instructions and bid packages
for the following work:

• COMPLETE RECONSTRUCTION OF
BEACH WALKOVER/ACCESS LOCATED
OPPOSITE OF NORTH 18TH STREET

Located on the East side of SR A1A,
walkover/access shall be constructed
to ensure future beach
nourishment/recovery under structure
per impacts of Hurricane Matthew. The
walkover/access bid should be designed
as the original walkover. The existing
walkover footprints (pilings) are required
to be maintained in the same location as
previous walkover. Project location: East
of A1A, Opposite North 18TH Street
Flagler Beach, Florida 32136. Legal
description North 475.5' of South
1109.50' OF Government Lot 2 East of SR
A1A & West of Mean High Water Line
Deed Book 34 Page 146 (East Coast
Book 37 Page 222 Deed Book 115,
Deed Book 34 Page 315, Deed Book 34
Page 315, Deed Book 34 Page 315,
Deed Book 34 Page 315, Deed Book 34
Page 315, Deed Book 34 Page 315,
190 Page 62 Official Record 200 Page
741, Parcel ID No. 36-11-31-0000-02240-
0000.

• COMPLTE RECONSTRUCTION OF A
BEACH WALKOVER/ACCESS WITH
SEATING LOCATED OPPOSITE 1544 S.
OCEANSHORE BLVD. (S. 16th Street
Walkover)

Located on the East side of SR A1A,
walkover/access with seating shall be
constructed to ensure future beach
nourishment/recovery under structure
per impacts of Hurricane Matthew. The
walkover/access with seating bid should
be designed as the original walkover.
The existing walkover footprints (pilings)
are required to be maintained in the
same location as previous walkover.
Project location: Opposite 1544 South
Oceanshore Boulevard Flagler Beach,
Florida 32136. Legal description Fuquay
Subdivision East of A1A Opposite Block 1
Northerly 20' of Lot 11 Official Record
233 Page 695, Parcel ID No. 18-12-32-
2750-00410-0071.

Alternate bids are requested for various
options to the dune walkover/access
structures see the bid package (scope of
work) for specifics.

A non-mandatory pre-bid meeting is
scheduled for Monday, February 25, 2019
at 9:30 a.m. at City Hall 105 S. 2nd
Street Flagler Beach, Florida 32136. All
perspective bidders are strongly urged to
visit the projects sites prior to submitting
a bid.

All applicants must be properly licensed
and show proof of insurance, licenses,
and certificates as required by all local,
State of Florida, and Federal agencies.
Successful applicants will obtain all
required permitting as previously stated.
Interested contractors may secure the
bid forms and other pertinent
information by visiting the city
website bid page:
<http://www.cityofflaglerbeach.com/Bids.aspx>. Bid packages also may be obtained
by contacting the City Clerk, Penny
Overstreet at 386-517-2000 ext. 233 or
poverstreet@cityofflaglerbeach.com

For further information, contact:
Penny Overstreet
City Clerk

Preferred method of contact email:
poverstreet@cityofflaglerbeach.com
(386) 517-2000, ext. 233

Sealed bids must be addressed to the
attention of Penny Overstreet, City Clerk.
Sealed bids must be received on or
before 10:00 a.m. on the following
Monday.

Sealed bids are to be opened at the
City of Flagler Beach, Florida 32136.
The City of Flagler Beach reserves the
right to reject any and all bids, to divide
all or segments of the project, and to
waive any informality in Bids received, as
may be in the best interest of the City.
L2319253 Feb. 15, 2019 It

Companies Receiving Bid Package

Bid No. FB-19-0306
Public Dune Walkovers

Company Name	Bid Received	Phone #	Email contact	Address	City	State	Zip
Cline Construction		386-446-6444	info@clineconstruction.net	18 Utility Drive	Palm Coast	FL	32137
Daytona Dock and Seawall		386-255-7909	joeytheseadog76@gmail.com	1449 Shady Place	Daytona Beach	FL	32114
CRA Charles R. Adams & Assoc., Inc		407-775-7451		820 E. 10th Ave.	New Smyrna Beach	FL	32169
Halfax Marine Construction		386-767-4972	theadhalmar@gmail.com	945 Duncan Road	South Daytona	FL	32119
Moisture Shield		386-334-5942	Paul Phillips@aert.com				
General Mechanical Corp.		386-255-5222	rodriquez@gmtl.com	418 N. Seagrave St., Suite B	Daytona Beach	FL	32114
Construction Journal		904-388-0109	Janet Sykes <jsykes@chids.com>	400 SW 7th Street	Stuart	FL	32220
Construct Connect		323-602-5079	roy.bayva@cmdrgrp.com	30 Technology Pkwy, S.	Norcross	GA	30092
Construct Co., Inc.		407-282-5340	lindsey@constructo-inc.com	1510 E Colonial Dr Suite 104	Orlando	FL	32803
Shorline Foundation, Inc.		954-985-0460	jwelch@shorlinefoundation.com	2781 SW 56th Ave.	Pembroke Park	FL	33023
Superior Construction Co. Southeast, LLC		904-292-4240	dblar@superiorconstruction.com	7072 Business Park Blvd. N.	Jacksonville,	FL	32256
Saboungi Construction Inc		386-547-4713	Mounir Khabazeh <fkbgc@aim.com>	1132 Hardy St.	Bunnell	FL	32110
Charles Burgan		386-569-1483	ludy@introntech.com	4859 Victor Street	Jacksonville	FL	32207
Intron Technologies, Inc.		904-731-1445	mraddick@cedarcreek.com				
Cedar Creek							

Walkover Name/Location	Bidder	Bidder
Walkover No. 1 North 18th Street	Saboungi Construction, Inc.	Charles Burgan, LLC
	\$54,800.00	\$36,105.00
Walkover No. 2 South 15th Street		\$32,855.00
Alternate 1		\$2,000.00
Alternate 2		3,000.00
Alternate 3		\$1,500.00
Alternate 4		1,200.00
Alternate 5		\$1,200.00
GRAND TOTALS	\$0.00	\$107,300.00
		\$77,860.00

The Grand totals and bold items include the base bid and all of the alternates.



INVITATION TO BID

City of Flagler Beach
(386) 517-2000 ext. 233

TITLE: Public Dune Walkovers
PRE-BID MEETING:
PRE-BID QUESTIONS DUE BEFORE:
BIDS DUE:
BIDS OPEN:

BID NUMBER: FB-19-0306
MONDAY, FEBRUARY 25, 2019 9:30 AM
TUESDAY, FEBRUARY 26, 2019 1:00 PM
WEDNESDAY, MARCH 06, 2019 3:00 PM
WEDNESDAY, MARCH 06, 2019 3:00 PM

BIDS RECEIVED AFTER THE ABOVE DATE AND TIME WILL NOT BE ACCEPTED.

BIDDER NAME: Charles BURGAN LLC
MAILING ADDRESS: 1132 Hardy St
CITY: Bunnell STATE: FL ZIP: 32110
TELEPHONE: (386) 569-1483
FAX: () N/A
E-MAIL: cburgandrafting@yahoo.com

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. In submitting a bid to the City of Flagler Beach, the bidder offers and agrees that the bidder assigns and transfers to the City of Flagler Beach all rights and interest in, and to all causes for action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Flagler Beach.

Ch. M. Burgan III
AUTHORIZED SIGNATURE

Owner
TITLE

Charles M. Burgan III
PRINT NAME

2/27/19
DATE

\$ 36,105⁰⁰
WALKOVER NO. 1 BASE BID AMOUNT

\$ 32,855⁰⁰
WALKOVER NO. 2 BASE BID AMOUNT

\$ 2,000⁰⁰
ALTERNATE 1.) BID AMOUNT

\$ 3,000⁰⁰
ALTERNATE 2.) BID AMOUNT

\$ 1,500⁰⁰
ALTERNATE 3.) BID AMOUNT

\$ 1,200⁰⁰
ALTERNATE 4.) BID AMOUNT

\$ 1,200⁰⁰
ALTERNATE 5.) BID AMOUNT

SUBMIT THE BID IN A SEALED ENVELOPE CLEARLY MARKED TO THE ATTENTION OF THE CITY CLERK.
INCLUDE THE BID NUMBER, TITLE, AND OPENING DATE.

MAIL
CITY OF FLAGLER BEACH
ATTN. PENNY OVERSTREET, CITY CLERK
P. O. BOX 70
FLAGLER BEACH, FL 32136

HAND DELIVERY
CITY HALL
ATTN. PENNY OVERSTREET, CITY CLERK
105 SOUTH SECOND STREET
FLAGLER BEACH, FL 32136

THE CITY OF FLAGLER BEACH IS AN EQUAL OPPORTUNITY EMPLOYER

TABLE OF CONTENTS

ADVERTISEMENT FOR BID.....	3
INSTRUCTIONS FOR SUBMITTING A BID	4
SCOPE OF WORK	6
EXHIBITS	8
GENERAL CONDITIONS	14
SPECIAL CONDITIONS	16
DRUG-FREE / TIE PREFERENCE STATEMENT	21
INSURANCE REQUIREMENTS	22
WORK WRITE-UP / BID FORM	23
SIGNATURE PAGE	24
CONTRACTOR'S STATEMENT OF EXPERIENCE	25
SUBCONTRACTOR LIST	26
ADDENDUM ACKNOWLEDGMENT	27
BIDDER'S CERTIFICATION.....	28
AFFIDAVIT OF NON-COLLUSION	29
SWORN STATEMENT ON ENTITY CRIMES	30
AGREEMENT	32



**City of Flagler Beach
Advertisement for Bids
Public Dune Walkovers, Bid No. FB-19-0306**

The City of Flagler Beach invites experienced design-build construction firms specializing in beach/dune walkovers/access construction to contact the City Clerk of the City of Flagler Beach to obtain instructions and bid packages for the following work:

- **COMPLETE RECONSTRUCTION OF BEACH WALKOVER/ACCESS LOCATED OPPOSITE OF NORTH 18TH STREET.**
Located on the East side of SR A1A, walkover/access shall be constructed to ensure future beach nourishment/recovery under structure per impacts of Hurricane Matthew. The walkover/access bid should be designed as the original walkover. The existing walkover footprints (pilings) are required to be maintained in the same location as previous walkover. Project location: East of A1A, Opposite North 18TH Street Flagler Beach, Florida 32136. Legal description North 475.5' of South 1109.50' OF Government Lot 2 East of SR A1A & West of Mean High Water Line Deed Book 34 Page 146 (Except Deed Book 37 Page 122, Deed Book 39 Page 115, Deed Book 37 Page 67, Deed Book 34 Page 315, Deed Book 45 Page 12, Deed Book 34 Page 258) Official Record 190 Page 52 Official Record 208 Page 741. Parcel ID No. 36-11-31-0000-02240-0000.
- **COMPLTE RECONSTRUCTION OF A BEACH WALKOVER/ACCESS WITH SEATING LOCATED OPPOSITE 1544 S. OCEANSHORE BLVD. (S. 16th Street Walkover)**
Located on the East side of SR A1A, walkover/access with seating shall be constructed to ensure future beach nourishment/recovery under structure per impacts of Hurricane Matthew. The walkover/access with seating bid should be designed as the original walkover. The existing walkover footprints (pilings) are required to be maintained in the same location as previous walkover. Project location: Opposite 1544 South Oceanshore Boulevard Flagler Beach, Florida 32136. Legal description Fuquay Subdivision East of A1A Opposite Block 1 Northerly 20' of Lot 11 Official Record 233 Page 695, Parcel ID No. 18-12-32-2750-00410-0071.

Alternate bids are requested for various options to the dune walkover/access structures see the bid package (scope of work) for specifics.

A non-mandatory pre-bid meeting is scheduled for Monday, February 25, 2019 at 9:30 a.m. at City Hall 105 S. 2nd Street Flagler Beach, Florida 32136. All perspective bidders are strongly urged to visit the projects sites prior to submitting a bid.

All applicants must be properly licensed and show proof of insurance, licenses, and certificates as required by all local, State of Florida, and Federal agencies. Successful applicants will obtain all required permitting as previously stated.

Interested contractors may secure the, bid forms and other pertinent information by visiting the city website bid page: <http://www.cityofflaglerbeach.com/Bids.aspx>. Bid packages also may be obtained by contacting the City Clerk, Penny Overstreet at 386-517-2000 ext. 233 or poverstreet@cityofflaglerbeach.com

For further information, contact:

Penny Overstreet
City Clerk

Preferred method of contact email: poverstreet@cityofflaglerbeach.com
(386) 517-2000, ext. 233

Sealed Bids must be addressed to the attention of **Penny Overstreet, City Clerk.**

Sealed Bids must be received on or before **3:00 PM. On WEDNESDAY, MARCH 06, 2019,**

Sealed Bids must have the project title and bid number on outside of package.

The City of Flagler Beach reserves the right to reject any and all Bids, to award all or segments of the project, and to waive any informality in Bids received, as may be in the best interest of the City.

INSTRUCTIONS FOR SUBMITTING A BID

A. Preparation:

1. Bidders are expected to examine this bid form, attached drawings, specifications, and all instructions. Failure to do so will be at the Bidder's risk.
2. All prices and notations must be in ink or typewritten. No erasures are permitted. Mistakes may be crossed out with corrections typed adjacent to, and must be initialed and dated in ink by the person signing the bid. All bids must be signed with the firm's name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
3. Each bidder shall furnish the information required on the bid form and each accompanying sheet thereof on which he or she makes an entry.
4. Unit price for each unit bid shall be shown. A total shall be entered in the amount column for each bid. In case of discrepancy between a unit price and extended price, the unit price represented will be presumed to be correct.

B. Questions regarding specifications or bidding process:

1. To ensure fair consideration for all Bidders, the City of Flagler Beach prohibits communication with any department or employee during the bid process, except as provided below.
2. All questions relative to an interpretation of specifications or the bid process may be submitted by email (the preferred method): poverstreet@cityofflaglerbeach.com. Include the bid number in the subject line.
3. Deadline for submittal of **questions is 1:00 pm., Tuesday, February 26, 2019.**
4. Interpretations made to prospective bidders will be expressed in the form of an addendum to the specifications which, if issued, will be sent to all prospective bidders no later than two (2) business days before the **bid due date of 3:00 P.M., Wednesday, March 06, 2019, and will be posted the City's website under the Bid Postings Page**
<http://www.cityofflaglerbeach.com/Bids.aspx>
5. It is the Bidder's responsibility to contact the City Clerk prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda, and to return executed addenda with the bid.
6. Services required must be performed in a manner that meets the requirements of the City and any federal, state or local funding agency such as FEMA, FHWA, EPA, HUD/ CDBG-DR, NRCS, CWCB or others when required. The successful bidder shall execute a City contract and comply with all requirements set forth in any addendums issued required to maintain eligibility or compliance for City secured funding from additional sources in the future. The Contractor shall maintain the required documentation for project reimbursement to the City, per federal guidelines, as requested by the City. The Contractor shall preserve all project records for a period of **ten (10) City fiscal years** after the final payment, or longer, where required by law. The Contractor shall be responsible for being knowledgeable and performing any and all services under this contract in accordance with the following governing regulations along with any and all other relevant Federal, State, and local laws, regulations, codes and ordinances:

Code of Federal Regulations (CFR)

- 44 CFR part 13 - UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND COOPERATIVE AGREEMENTS TO STATE AND LOCAL

GOVERNMENTS

- 2 CFR Part 200 - UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS
- 2 CFR Part 215 - FEMA UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND AGREEMENTS WITH INSTITUTIONS OF HIGHER EDUCATION, HOSPITALS, AND OTHER NON-PROFIT ORGANIZATIONS (OMB CIRCULAR A-110)
- 2 CFR Part 220 - COST PRINCIPLES FOR EDUCATIONAL INSTITUTIONS (OMB CIRCULAR A-21)
- 2 CFR Part 225 - COST PRINCIPLES FOR STATE, LOCAL, AND INDIAN TRIBAL GOVERNMENTS (OMB CIRCULAR A-87)
- 2 CFR Part 230 - COST PRINCIPLES FOR NON-PROFIT ORGANIZATIONS (OMB CIRCULAR A-122)

All bidders are required to complete and submit a Certificate of Liability Insurance, the Public Entity Crime Statement, the Anti-Collusion Statement, Drug Free and Tie Bid Preference Statement.

C. Submittal

- In order for your bid to be deemed responsive and evaluated, fill out all forms. Failure to return all City-issued forms will result in your bid being disqualified.
- Bids must contain an original signature of an authorized representative of the company.
- It is the Bidder's responsibility to ensure the bid is delivered at the proper time and location. Bids received after the bid opening time of **3:00 PM, Wednesday, March 06, 2019**, will not be accepted.
- Submit one (1) original signed document and one (1) copy for a total of two (2) packages.
- Submit both in one sealed envelope with the bid number, title, and due date clearly labeled on the lower left-hand side of the envelope: FB-19-0306, Public Dune Walkovers, Wednesday, March 06, 2019.

Address your sealed envelope as follows:

For U.S. Mail: City of Flagler Beach City Clerk P.O. Box 70 Flagler Beach, Florida 32136	For all others: City of Flagler Beach City Clerk 105 South 2 nd Street Flagler Beach, FL 32136
--	---

SCOPE OF WORK

Project Descriptions:

WALKOVER NO.1

COMPLETE RECONSTRUCTION OF BEACH WALKOVER/ACCESS LOCATED OPPOSITE OF NORTH 18TH STREET.

Located on the East side of SR A1A, walkover/access shall be constructed to ensure future beach nourishment/recovery under structure per impacts of Hurricane Matthew. The walkover/access bid should be designed as the original walkover is depicted in Exhibit "A". The base bid should include the use of galvanized hardware (hex nuts, hex bolts and washers). The project will require local building (including survey) and state permits (FDEP & FDOT) permits and permission during turtle nesting season. The contractor awarded the bid must coordinate work with the ongoing FDOT Construction Project (440557-7) Segment 3. The City will compensate directly for endangered species monitoring. The existing walkover footprints (pilings) are required to be maintained in the same location as previous walkover. Project location: Opposite North 18th Street Flagler Beach, Florida 32136. Legal description North 475.5' of South 1109.50' OF Government Lot 2 East of SR A1A & West of Mean High Water Line Deed Book 34 Page 146 (Except Deed Book 37 Page 122, Deed Book 39 Page 115, Deed Book 37 Page 67, Deed Book 34 Page 315, Deed Book 45 Page 12, Deed Book 34 Page 258) Official Record 190 Page 52 Official Record 208 Page 741. Parcel ID No. 36-11-31-0000-02240-0000.

WALKOVER NO. 2

COMPLTE RECONSTRUCTION OF A BEACH WALKOVER/ACCESS WITH SEATING LOCATED OPPOSITE 1544 S. OCEANSHORE BLVD. (South 16th Street Walkover)

Located on the East side of SR A1A, walkover/access shall be constructed to ensure future beach nourishment/recovery under structure per impacts of Hurricane Matthew. The walkover/access with seating bid should be designed as the original walkover is depicted in Exhibit "B". The base bid should include the use of galvanized hardware (hex nuts, hex bolts and washers). The project will require local building (including survey) and state permits (FDEP & FDOT) permits and permission during turtle nesting season. The contractor awarded the bid must coordinate work with the ongoing FDOT Construction Project (440557-6) Segment 2. The City will compensate directly for endangered species monitoring. The existing walkover footprints (pilings) are required to be maintained in the same location as previous walkover. Project location: Opposite 1544 South Oceanshore Boulevard Flagler Beach, Florida 32136. Legal description Fuquay Subdivision East of A1A Opposite Block 1 Northerly 20' of Lot 11 Official Record 233 Page 695, Parcel ID No. 18-12-32-2750-00410-0071.

- STAINLESS STEEL HARDWARE IS REQUESTED AS AN ALTERNATE BID AS A PART OF A HAZZARD MITIGATION PROPOSAL, HOWEVER, STAINLESS STEEL HARDWARE IS REQUIRED PER THE UPDATED BUILDING CODE.
- CONTRACTOR MUST BE ABLE TO OBTAIN A FDOT PERMIT TO CONSTRUCT DUNE WALKOVERS CONCURRENTLY WITH THE ONGOING FDOT ROAD CONSTRUCTION AREAS.
- DESIGN SHALL INCLUDE PILES FROM GROUND THROUGH TOP ELEVATION OF HAND RAIL AS PER ORIGINAL DESIGN. CUTTING PILES OFF AT DECK WILL NOT

BE PERMITTED. PILES/POST SHALL BE ROUND WITH A MINIMUM DIAMETER OF SIX (6) INCHES.

- CONSTRUCTION OF ANY POST OR PILE DRIVING WORK WILL NOT BE PERMITTED DURING MARINE TURTLE-NESTING SEASON WHICH EXTENDS BETWEEN MAY 1ST AND OCTOBER 31.
- CONSTRUCTION OF DUNE WALKOVERS SHALL BE SUBSTANTIALLY COMPLETED WITHIN 100 DAYS OF NOTICE TO PROCEED UNLESS CONSTRUCTION TIME EXTENDED BY FLAGLER BEACH CITY MANAGER.
- EACH WALKOVER SHOULD BE BID SEPARATELY.
- KEEP JOBSITE CLEAN AND SAFE AT ALL TIMES.
- CONTACTOR IS RESPONSIBLE FOR REMOVAL OF ALL CONSTRUCTION DEBRIS.
- THE SUCCESSFUL BIDDER WILL BE RESPONSIBLE FOR THE SUBMITTAL OF ENGINEERED SEALED DRAWINGS COMPLIANT WITH THE FLORIDA BUILDING CODE.
- THE SUCCESSFUL BIDDER WILL BE RESPONSIBLE FOR DEMOLITION OF DAMAGED WALKOVERS AND REMOVAL OF SAID DEBRIS.
- THE SUCCESSFUL BIDDER WILL NOT BE PERMITTED TO STORE MATERIAL ON SITE DUE TO THE JOB SITE LOCATION BEING THE PROTECTED DUNES OF THE ATLANTIC OCEAN. THE SUCCESSFUL BIDDER WILL BE PERMITTED TO STORE THEIR MATERIAL IN AN AREA NEXT TO OUR MAINTENANCE SHOP. HOWEVER, THE CITY WILL NOT BE RESPONSIBLE FOR THE MATERIAL OR PROPERTY OF THE CONTRACTOR OR HIS/HER SUBCONTRACTORS IF ANY.
- THIS PROJECT IS FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) REIMBURSABLE; THEREFORE, WE ARE REQUIRED TO RECEIVE A BID FOR WHAT WAS ORIGINALLY THERE FOR EACH INDIVIDUAL WALKOVER. THE PROJECT ALSO QUALIFIES FOR HAZARD MITIGATION IMPROVEMENTS, THUS THE REQUEST FOR ALTERNATE BIDS FOR THE STAINLESS HARDWARE AND COMPOSITE MATERIAL. THE ALTERNATES ARE OPTIONS AND WE REQUIRE THE ALTERNATE OPTIONS TO BE BID SEPARATELY TO BE COMPLIANT WITH FEMA REGULATIONS.
- THE CITY ESTIMATES A TYPICAL WALKWAY SECTION (7' X 5.5') (SEE EXHIBIT "A") TO HAVE A REPLACEMENT COST OF \$3,975, AND THE ESTIMATE FOR A TYPICAL STAIR SECTION (9.5' X 5.5') (SEE ATTACHED EXHIBIT "B") TO HAVE A REPLACEMENT COST OF \$4,090. OF COURSE ALL ESTIMATES ARE JUST THAT AND THE COSTS WILL VARY BASED ON ACTUAL SITE CONDITIONS AND TOPOGRAPHY.

THE CITY ALSO REQUESTS ALTERNATE BIDS FOR:

Alternate Bids No. 1 - 5

1. Decking, hand rails, side rails and endcap materials to be comprised of AZEK composite or similar building material for walkover/access at the North 18th Street project location.
2. Decking, hand rails, side rails and endcap materials to be comprised of AZEK composite or similar building material for walkover/access at the South 16th Street project location.
3. Stainless Steel hardware (hex nuts, hex bolts and washers) for walkover/access at the North 18th Street project location.
4. Stainless Steel hardware (hex nuts, hex bolts and washers) for walkover/access at the South 16th Street project location.
5. Seating (wood) for walkover/access at the North 18th Street project location.

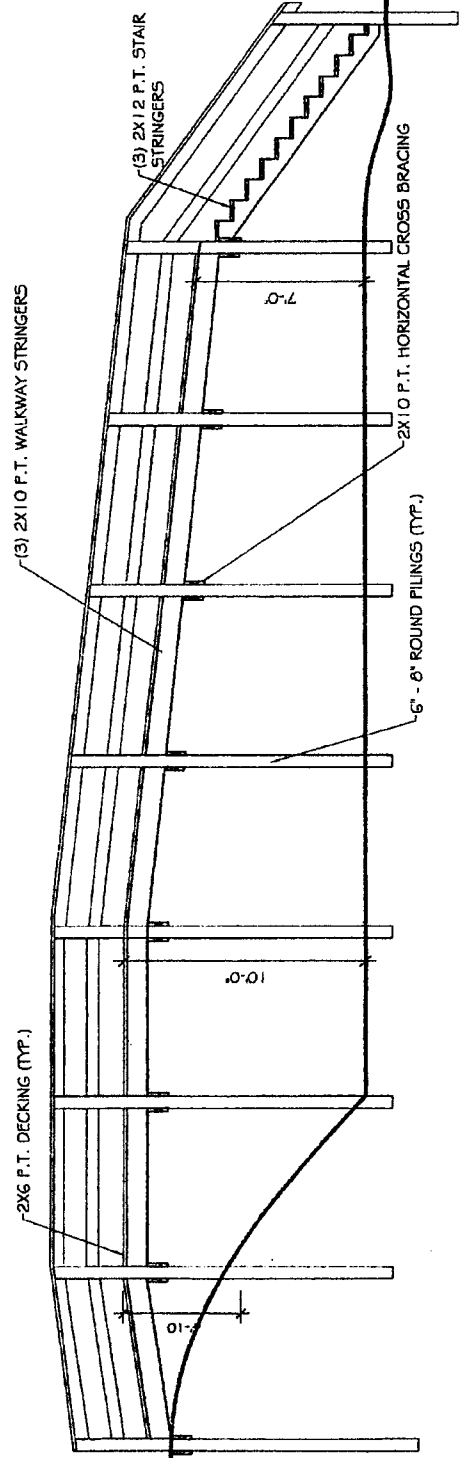
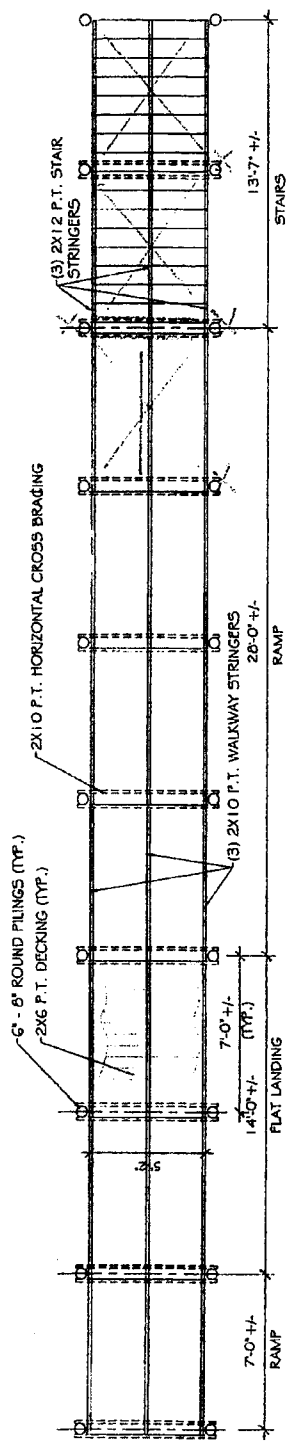
General Project Location:

East of SR A1A opposite North 18th Street, Flagler Beach, Florida 32136

East of SR A1A between South 15th and South 16th Streets, opposite 1544 S. Oceanshore Blvd.
Flagler Beach, Florida 32136

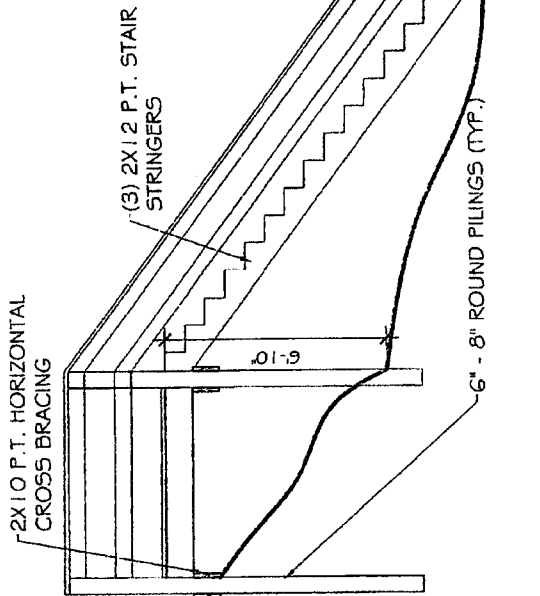
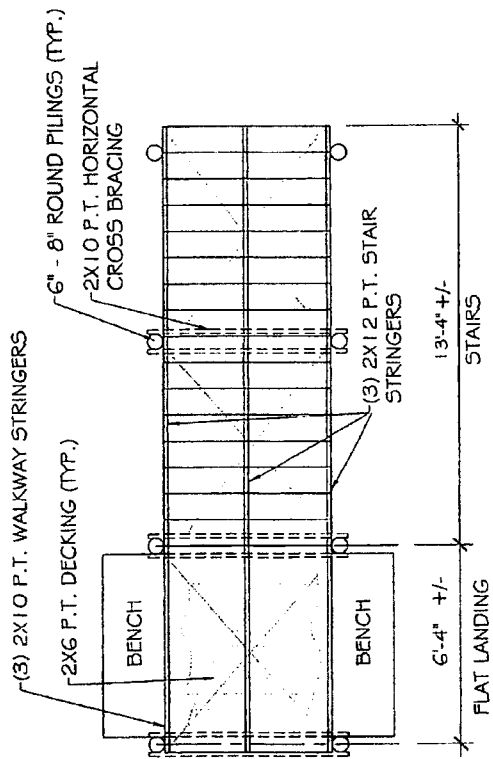
EXHIBITS

- **Exhibit “A” N. 18th Street Walkover**
- **Exhibit “B” S. 16th Street Walkover with Seating**
- **Exhibit “C” Florida Department of Environmental Protection beach and Dune Walkover Guidelines**



NORTH 18TH ST. WALK-OVER

EXHIBIT "A"



SOUTH 16TH ST. WALK-OVER

EXHIBIT "B"



Beach and Dune Walkover Guidelines

Florida Department of Environmental Protection
 Division of Water Resource Management
 Coastal Construction Control Line Program
 2600 Blair Stone Road, Mail Station 3522
 Tallahassee, Florida 32399-2400
 (850) 245-8336

A permit from DEP is required for construction of walkovers on most sandy beaches fronting on the open waters of the Atlantic Ocean or Gulf of Mexico. In areas where a Coastal Construction Control Line (CCCL) has been established pursuant to provisions of Section 161.053, Florida Statutes (F.S.), a permit is required for all excavation, construction, or other activities with the potential to cause beach erosion or damage coastal vegetation. On sandy shorelines where a CCCL line has not been established, a permit is required for construction activities within 50 feet of the mean high water line (see Section 161.052, F.S.).

Permits for walkovers contain general conditions that require construction to be conducted in a manner that minimizes short-term disturbance to the dune system and existing vegetation. Replacing vegetation destroyed during construction with similar plants suitable for beach and dune stabilization is required. Only limited excavation for the placement of support posts is authorized, and construction of walkovers in marine turtle habitat may not occur during the marine turtle-nesting season, which extends May 1 through October 31 (except for Brevard through Broward counties, which extends March 1 through October 31).

GENERAL SITING GUIDELINES

The walkover shall be designed and sited to protect dune features, to minimize disturbance of native vegetation, to not restrict lateral beach access and to minimize the amount of construction material that may become debris during a storm. Elevated walkovers are not required for all beach accesses, such as in sparsely vegetated, low profile dune areas where on-grade sand or shell paths are suitable for controlling foot traffic. Walkovers should generally be constructed perpendicular to the shoreline and extend at least to the seaward toe of the frontal dune or the existing line of vegetation but not farther than 10 feet seaward of the vegetation. The optimum siting of the walkover structure can be determined by contacting a CCCL field inspector.

GENERAL DESIGN GUIDELINES

Walkovers are designed to be minor, expendable structures that pose a minimal interference with coastal processes and generate minimal amounts of debris. Walkovers constructed across native beach and dune vegetation should be post-supported and elevated a sufficient distance above the existing or proposed vegetation to allow for sand build-up and clearance above the vegetation. Whenever possible, stairways and ramps leading from the dune bluff or crest down to the beach should be designed with posts that completely span the seaward slope of the dune. The structure should be designed to minimize the quantity of material used in construction, such as avoiding the use of vertical wood pickets, and reducing the length and width of construction on the beach.

Single family dwelling walkovers should not exceed 4 feet in overall width and the support posts shall not be greater than 4-inch wide posts. Multi-family dwelling walkovers shall not exceed 6 feet in overall width and the support posts shall not be greater than 6-inch wide posts. Support posts shall not be encased in concrete nor installed into dune slopes that are steeper than approximately 30 degrees. Support posts should have a minimum 5 feet of soil penetration. Applicants should consult with the CCCL Program prior to requesting a permit for a walkover that contains switchbacks, long ramps or other features required to comply with the Americans with Disabilities Act Accessibility Guidelines.

WALKOVER ELEVATION GUIDELINES

Site conditions affecting walkover heights vary as the structure traverses the beach/dune system. The ground cover changes from the uplands, commonly covered with woody scrub or coastal strand vegetation (saw palmetto/sea grape/scrub oaks), over a dune bluff or one or several dune crest(s), covered with either coastal strand or coastal grassland (sea oats/bitter panicum/marsh hay), down the slope to the dry sand beach, either uncovered bare escarpment or partially covered with beach/dune vegetation (railroad vine/sea rocket/sea oats). The type of structure and height from the dune bluff or crest down to the beach also must be considered in setting the walkover elevation. Increased elevation of the structure requires a longer run to the beach and additional construction material within this high energy area. This creates additional storm generated debris, sea turtle nesting habitat impacts, sand losses due to storm wave scour, and interferes with people's ability to walk along the beach.

Walkover Elevations in Uplands. The upland environment of coastal scrub/coastal strand habitat is characterized by more stable soil conditions with less blowing sands and infrequent storm overwash events. The stable conditions allow for the development of a mature woody vegetation and saw palmetto dominated plant community. In addition to thick above ground stem and leaf vegetation between 5 and 15 feet in height, this plant community has an extensive below ground woody root mat. Walkovers in these upland habitats need be elevated a minimum of 6-inches above the ground to avoid disturbance of the soil and root systems or cutting of low tree and palmetto trunks. Walkover elevations crossing coastal wetlands within upland areas may require increased elevations. Elevation of the walkover above the leaf canopy is in most cases impractical in coastal scrub or coastal strand habitats.

Walkover Elevations over Bluffs. The low stringer elevation recommended for uplands can be carried to an eroded bluff line. This will reduce the length of a ramp or walkover down to the beach. Again the objective the walkover elevation is to reduce damage to coastal scrub soils and root systems.

Walkover Elevations over Dune Crests. Dune environments are characterized by mobile sands subject to storm effects (which lower grade elevations) and wind effects (which can raise elevation as sand is trapped). Dunes are dominated by coastal grassland plants adapted to the dynamic environment. These include sea oats, bitter panicum, and little bluestem. Walkovers sited within active dune systems are required to be elevated sufficiently to allow for sand movement and growth of vegetation.

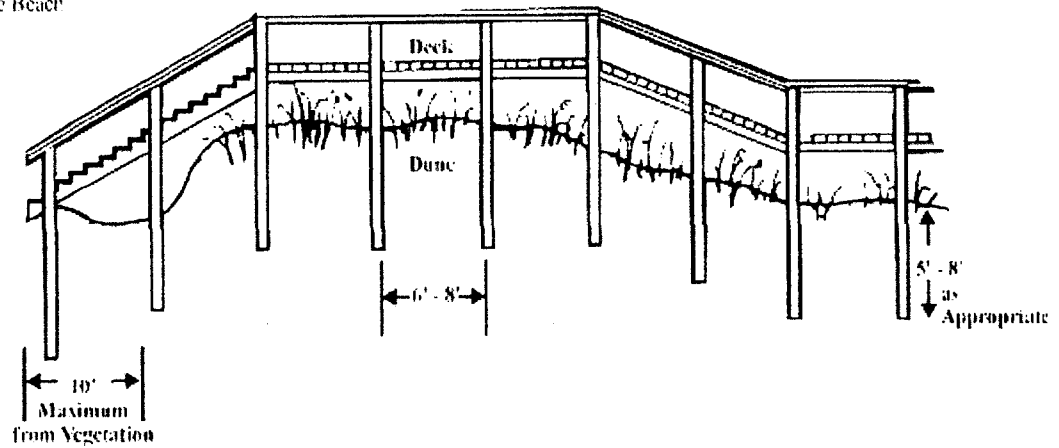
Walkover Elevations on Seaward Dune or Bluff Slopes. The elevation of the walkover at the dune crest and the distance of the seaward terminus from the water's edge determine the height of the steps or ramps crossing the seaward slope. The design objective is to get the structure down to the beach in as short a shore-normal (perpendicular to the shoreline) distance as possible while reducing the shore-parallel coverage of the slope. Department guidelines require that the seaward terminus of the structure be no farther seaward than 10 feet from the line of permanent dune vegetation or the toe of the frontal dune. Reducing the seaward encroachment and shore-parallel width decreases the potential for storms interacting with the structure, occupation of sea turtle nesting habitat by the structure, and interference with lateral public beach access.

Walkovers designed for the Americans with Disabilities Act often increase the length of walkover ramps on the beach. This requires the need for a site specific review for environmental impacts. The burial of the ramp or step terminus a minimum amount (0.5 to 1.0 feet)-foot below grade may allow for use of the walkover after some lowering of the beach elevation from minor storms. However, placement of this terminus below the depth of a post storm beach profile is discouraged as this portion of the walkover will most likely have been damaged by larger storms and to have interfered with coastal processes.

On-Grade Walkovers. Elevated walkovers are not necessary in all site conditions and use situations. Where dune development is minimal, beach dune vegetation sparse or use infrequent, on-grade footpaths may be preferred. The Department discourages solid concrete walks and footpath surfaces such as stepping stones that create debris or missiles. Other surfaces such as geotextile fabrics, cabled wood planks, or shell require a case by case review. No permanent path surfaces are allowed seaward of the dune or within sea turtle nesting habitat.

TYPICAL WALKOVER PROFILE

⇒ To the Beach



GENERAL CONDITIONS

BIDDER: To insure acceptance of the bid, follow these instructions.

1. EXECUTION OF BID: Bid must contain a manual signature of an authorized representative in the space provided.

2. SEALED BIDS: All bids must be submitted in a sealed envelope. The face of the envelope shall contain the date and time of the bid opening and the bid number. Bids not submitted on the City of Flagler Beach bid forms may be rejected. All bids are subject to the conditions specified herein and on any attached sheets, specifications, special conditions or vendor notes.

3. BID OPENING: Shall be public, on the date and at the time specified on the bid form. It is the bidder's responsibility to assure that the bid is delivered at the proper time and place of the bid opening. Bids that for any reason are not so delivered will not be accepted. Offers by telephone for a sealed bid cannot be accepted.

4. PRICES, TERMS, and PAYMENT: All prices must be firm for the delivery schedule quoted herein. Bids stipulating "Price in effect at time of shipment" or other similar conditions will be considered not responsive to the bid invitation and will not be accepted.

All prices shall be quoted F.O.B. delivered to City of Flagler Beach Department unless otherwise stipulated in the bid invitation.

It is the policy of the City of Flagler Beach to make payment of invoices in time to earn any offered cash discounts. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the Finance Department office, whichever is later.

5. TAXES: The City of Flagler Beach does not pay Federal excise and State sales taxes. Our tax exemption number is found on all Purchase Orders.

6. POLITICAL SUBDIVISIONS: Under Florida Law, prices contained in the State Contracts shall be available to the City of Flagler Beach, who might wish to purchase under a State Purchase Contract. The City of Flagler Beach therefore reserves the right to purchase any commodities from a State Purchase Contract if it is in the best interest of the City of Flagler Beach.

7. MISTAKES: Bidders are expected to examine the specifications, delivery schedules, bid prices, and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk.

8. CONDITION and PACKAGING: It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of this bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

9. SAFETY STANDARDS: Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereunder.

10. MARKING: Each individual container shall be marked with the brand name of the product, quantity, and the name and address of the manufacturer. Each shipping container shall include the name of the vendor and must also clearly indicate the City of Flagler Beach Order number.

11. INVOICE and PAYMENT: The supplier shall be paid upon submission of invoices to: City of Flagler Beach, ATTN: Accounts Payable, 105 S. 2nd Street, Flagler Beach, FL, 32136. Invoices are to be billed at the prices stipulated on the purchase order and as outlined in this bid. All invoices must show the City of Flagler Beach Purchase Order number.

12. CONFLICT OF INTEREST: The award hereunder is subject to Chapter 112, Florida Statutes. All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the City of Flagler Beach. Further, all bidders must disclose the name of any City of Flagler Beach employee who owns, directly or indirectly, an interest of five percent (5%) or more of the bidder's firm or any of its branches.

13. AWARDS: As the best interest of the City of Flagler Beach may require, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof, with one or more suppliers; to reject any or all bids or waive any informality or technicality in bids received.

14. INSPECTION, ACCEPTANCE, and TITLE: Inspection and acceptance will be at destination unless otherwise stipulated. Title and risk of loss or damage to all items shall be the responsibility of the shipper (vendor) until accepted by the using department of the City of Flagler Beach, unless loss or damage results from the negligence by the City of Flagler Beach or its Departments.

15. DISPUTES: In case of any doubt or differences of opinion as to the items to be furnished hereunder, the decision of the City of Flagler Beach City Clerk shall be final and binding on both parties.

16. LEGAL REQUIREMENTS: Federal, State, City of Flagler Beach, and local laws, ordinances, rules and regulations that in any manner affect the item(s) covered herein apply. Lack of knowledge by the bidder will in no way be cause for relief from responsibility.

17. LIABILITY: The vendor shall hold and save the City of Flagler Beach, its officers, agents, and employees harmless from liability of any kind in the performance of or fulfilling the requirements of the Purchase Order which may result from this bid.

NOTE: ANY AND ALL SPECIAL CONDITIONS ATTACHED HERETO WHICH MAY VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

SPECIAL CONDITIONS

1. BID DEADLINE:

Bids must be submitted no later than the specified bid opening date and time. Bids received after the specified date and time will not be accepted. Faxed bids will not be accepted.

2. PAYMENT AND PERFORMANCE BONDS:

Unless it is deemed unnecessary by the City Manager, a contractor or vendor shall provide a surety bond of at least 100% of the total contract price from a surety company authorized to do business in Florida to guarantee the full and faithful performance of its contractual obligations and the payment of labor and material expended pursuant to the contract.

3. PRICING:

Firm prices shall be bid and include FOB destination, all packing, handling, shipping charges and delivery to any point within the City of Flagler Beach to a secure area or inside delivery.

4. PREPARATION AND SUBMISSION OF BID:

Each Vendor shall submit Bid Prices on this documentation in the proper spaces and substitutions on which the vendor bids. Any erasures or other corrections in the Bid must be explained or noted over the signature of the Vendor. Bids containing any conditions or irregularities of any kind may be rejected by the Owner. It is the intention of the City to award this bid based on the low total bid price meeting all specifications.

5. MANUFACTURERS' NAME AND APPROVED EQUIVALENTS:

Manufacturers' names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specifications for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturers' name and catalog number. Bidder shall submit with his bid cuts, sketches, and descriptive literature and/or specifications. The bidder should also explain in detail the reason(s) why and submit proof that the proposed equivalent will meet the specifications and not be considered an exception thereto. The City of Flagler Beach Commission reserves the right to be the sole judge of what is equal and acceptable. Bids which do not comply with these requirements are subject to rejection. If bidder fails to name a substitute it will be assumed that he is bidding on, and he will be required to furnish goods identical to, the bid standard.

6. MEETING SPECIFICATIONS:

All items quoted must comply with the specifications. If you are taking exception, indicate those exceptions as stated on the Bidder's Certification Form

7. PENALTIES: BIDS MAY BE REJECTED AND/OR VENDOR(S) DISQUALIFIED FOR THE FOLLOWING REASONS:

- Failure to perform according to contract provisions.
- Conviction in a court of law of any criminal offense in connection with the conduct of business.
- Evidence of a violation of any federal or state anti-trust law based on the submission of bids or proposals, or the awarding of contracts.
- Evidence that the vendor has attempted to give a Commission employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Commission's purchasing activity.
- Other reasons deemed appropriate by the City of Flagler Beach Commission.

8. RECEIPT AND OPENING OF BIDS:

Bids will be opened publicly at the time and place stated in the Invitation to Bid. The person whose duty it is to open them will decide when the specified time has arrived and no bids received thereafter will be considered. No responsibility shall be attached to any person for the premature opening of a Bid not properly addressed and identified. At the time fixed for the opening of bids, the contents of the bid form will be made public for the information of vendors and other interested parties who may be present either in person or by representative.

9. REJECTION OF BIDS/PROPOSALS:

The City of Flagler Beach reserves the right to reject any and/or all Bids when such rejection is in the best interest of the City.

10. AMENDMENT OF THE INVITATION TO BID:

It is the bidders' responsibility to contact the City Clerk prior to submitting a proposal to ascertain if any addenda have been issued, to obtain all such addenda, and return executed addenda with the RFP. The failure of a bidder to submit acknowledgement of any addenda that affects the RFP price(s) is considered a major irregularity and will be cause for rejection of the bid.

The City of Flagler Beach reserves the right to consider the omission of any addendum as cause for rejection of the RFP/Bid submittal.

11. WITHDRAWAL OF BIDS:

Bids may be withdrawn by written or orally verified telegraphic request received from Vendors prior to the time fixed for opening. Negligence on the part of the Vendor in preparing the Bid confers no right for the withdrawal of the bid after it has been opened.

12. AWARD OF BIDS:

The bid will be awarded as soon as possible to the lowest and/or best value responsive, responsible bidder meeting all specifications. The City of Flagler Beach reserves the right to waive any informality in bids and to award a bid in whole or in part when either or both conditions are in the best interest of the City. The City shall award all Bids per the City of Flagler Beach Purchasing Policy. The City does not award publicly funded contracts to those who knowingly employ unauthorized alien workers in violation of section 274A(e) of the Immigration and Naturalization Act, 8 United States Code s1324a(e) . Such employment deprives legal workers of job opportunities. Violation of section 274A(e) shall be grounds for unilateral cancellation of the contract, agreement, bid or quote for purchase of services and goods by the City of Flagler Beach.

13. BID CHALLENGE:

Any bid award recommendation may be challenged administratively on the grounds of irregularities in the bid procedure, or the evaluation of the bid. Such notice of intent of bid challenge shall be made in writing and delivered to the City within 72 hours after receipt of the intended recommendation of award in the City Clerk's Office. A formal written bid challenge shall be filed within 5 working days in the City Clerk's Office after the date in which the notice of intent of bid challenge has been submitted. Failure to file a timely notice of intent of bid challenge or failure to file a timely formal written bid challenge shall constitute a waiver of all administrative rights granted under this section. At the time fixed for the opening bids, the contents of the Bid Form will be made public for the information of vendors and other interested parties, who may be present either in person or by representatives. This section confers no judicially enforceable rights. Its sole purpose is to give unsuccessful bidders a formalized opportunity to complain about the process.

14. CANCELLATION:

The contract with the successful bidder may be terminated by the City of Flagler Beach without cause by giving a minimum of thirty (30) days written notice of intent to terminate. Contract prices must be maintained until the end of the thirty (30) day period. The City of Flagler Beach may terminate the contract at any time as a result of the contractor's failure to perform in accordance with these specifications and applicable contract. The City may retain/withhold payment for nonperformance if deemed appropriate to do so by the City.

15. COMMUNICATION

There shall be **no communications** between the Vendor, their employees or subcontractors concerning this project to anyone within the City of Flagler Beach, including but not limited to, all City employees and elected officials (hereafter referred to as "City Representative"), except through the City Clerk. Any attempt to communicate with any City Representative outside the City Clerk's Department will be considered a violation of the Purchasing Policy and may result in the removal of your company from the bidders list for this project, and/or removal or suspension of your company from future bidders lists.

16. PERIOD OF OFFER VALIDITY:

Proposals offered in this Bid must remain firm for a period of ninety (90) days from the Bid opening date.

17. GUARANTEED DELIVERY (where applicable):

Delivery is required as soon as possible, and the guaranteed date of delivery (after receipt of Purchase Order) will be taken into consideration in making the award.

18. NON-PERFORMANCE:

Time is of the essence in this contract and failure to deliver within the time period shall be considered a default. In case of default, the City may procure the required equipment from other sources and hold the Contractor responsible for any excess costs occasioned thereby and may immediately cancel the contract.

19. LICENSES:

The contractor shall be responsible for obtaining and maintaining city or county occupational license and any licenses required pursuant to the laws of the City of Flagler Beach or the State of Florida. In furnishing the service or product to the City, the vendor shall comply with all federal, state and county rules, regulations and codes and their successors or amendments. Violation of such laws, rules, regulations and codes may be grounds for delaying or reducing the amount due, or in rescinding the contract, agreement, and bid or quote.

20. QUALIFICATIONS:

Bids will be considered from firms who have adequate personnel and equipment and who are so situated as to perform prompt service, who maintain the regular business hours of 8:00 AM to 5:00 PM, Monday through Friday, except for City holidays.

The City of Flagler Beach reserves the right to conduct an inspection of the bidder's facility and equipment prior to award of the Bid.

Proposals will be considered only from firms which are regularly engaged in the business as described in this Bid package; with a record of performance for a reasonable period of time, which have sufficient financial support, equipment, and organization to ensure that they can satisfactorily execute the service if awarded an Agreement under the terms and conditions stated herein. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practice in the industry and as determined by the City.

21. VENDOR'S PRODUCT OR SERVICES:

The vendor's product (if applicable) delivered to the City shall be free of all liens, claims or encumbrances, and the vendor warrant that it has a clear title to the product being delivered. If the vendor is contracted to provide services, such services shall be fully satisfactory to the City as determined by the City.

The vendor shall provide the City with any data, reports or other information as required and requested by the City to enable it to utilize the product or service furnished by the vendor. In furnishing the service or product to the City, the vendor shall comply with all federal, state, and City laws, rules, regulations and codes and their successors or amendments. Violation of such laws, rules, regulations and codes may be grounds for delaying or reducing the amount due, or in rescinding the contract, agreement, bid or quote.

22. SATISFACTORY SERVICES

If the vendor is contracted to provide services, such services shall be fully satisfactory to the City as determined by the City.

23. TRAINING, REPORTS, DATA

The vendor shall provide the City with any data, reports or other information as required and requested by the City to enable it to utilize the product or service furnished by the vendor. At the convenience of and at no expense to City of Flagler Beach, the vendor may be required to provide training to City employees in the operation and maintenance of any item purchased unless otherwise specified.

24. PATENT / COPYRIGHT HOLD HARMLESS:

The bidder shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. Bidders shall, at their own expense, hold harmless and defend the City of Flagler Beach against any claim, suit, or proceeding brought against the City which is based on a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under this bid, constitute infringement of any patent or copyright of the United States. The bidder shall pay all damages and costs awarded against the City.

25. LEGAL COMPLIANCE

In furnishing the service or product to the City, the vendor shall comply with all Federal, State, and County laws, rules, regulations and codes and their successors or amendments. Violation of such laws, rules, regulations, and codes may be grounds for delaying or reducing the amount due, or in rescinding the Contract, Agreement, Bid or Quote.

26. PAYMENT AND PERFORMANCE BOND

Where required by the City, the vendor shall furnish a satisfactory performance and payment bond within thirty (30) calendar days after notification of the Bid award, unless a different time is agreed upon or specified by the City. Failure to furnish a bond within the required period shall be cause for rejection of the Bid and Bid deposit may be retained by the City as payment for damages.

27. LIABILITY:

The supplier shall hold and save the City of Flagler Beach, its officers, agents, and employees harmless against claims by third parties resulting from the supplier's breach of contract or the supplier's negligence, including all damages, costs, reasonable attorney's fees, paralegal fees, expert witness fees, consultant fees and any other litigation cost.

28. INSURANCE

Upon the award of a Bid, the City may require evidence that the vendor's operations are covered by personal injury insurance, property damage liability insurance, worker's compensation insurance, and/or insurance coverage as reasonably deemed necessary by the City. The vendor's insurance carrier is required to notify the City, in writing, at least thirty (30) days prior to termination of such coverage and this requirement shall be so stated on the evidence of insurance furnished by the vendor.

29. HOLD HARMLESS / INDEMNIFY:

The successful bidder hereby agrees to indemnify and save harmless the City, its officers, agents, and employees from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and costs of actions, including attorney's fees for trial and on appeal, of any kind and nature arising or growing out of or in any way connected with the performance of the Agreement whether by act or omission of the bidder, its agents, servants, employees or others, or because of or due to the mere existence of the Agreement between the parties.

30. DRUG-FREE WORKPLACE CERTIFICATION:

By submitting a bid in response to this Invitation to Bid, you are certifying that your company is a drug-free workplace in accordance with Florida Statute 287.087.

31. ALIEN WORKERS

City of Flagler Beach does not award publicly funded Contracts to those who knowingly employ unauthorized alien workers in violation of section 274A(e) of the Immigration and Naturalization Act. 8 United States Code §132a(e). Such employment deprives legal workers of job opportunities. Violation of section 274A(e) shall be grounds for unilateral cancellation of the Contract, Agreement, Bid or Quote for purchase of services and goods by City of Flagler Beach.

32. DISCRIMINATION

The vendor will not discriminate against any employee in the performance of this Agreement, or against any applicant for employment, because of race, creed, color, handicap, national origin, or gender.

33. CONFLICT OF INTEREST / STATEMENT OF NON-COLLUSION:

The award hereunder is subject to Chapter 112, Florida Statutes. All bidders must disclose with their proposal the name of any officer, director, or agent who is also an employee of the City of Flagler Beach. Further, all bidders must disclose the name of any City of Flagler Beach employee who owns, directly or indirectly, an interest of five percent (5%) or more of the bidder's firm or any of its branches.

The bidder shall certify that he/she has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the RFP and that the bidder is not financially interested in, or otherwise affiliated in a business way with any other bidder on the same land or improvements.

34. DISPUTES:

The contract/agreement for this service/product will be conditioned on venue for any disputes being in the City of Flagler Beach Courts.

The vendor shall hold the City harmless from all claims, damages, costs, including reasonable attorney's fees, expert witness fees, consultant fees and litigation expenses, arising out of the vendor's delivery of the product or service to the City for acts of negligence by the vendor, its employees or its agents. The parties to the agreement hereby acknowledge that specific consideration has been given for this indemnity clause. To conform with F.S. 725.06 in the event the contract, agreement, bid or quote involves a construction project within the meaning of the statute, the City is providing a specific consideration to the vendor of one dollar (\$1.00) paid in hand which vendor hereby accepts as fulfilling the obligations of the

statute. The City Commission reserves the right to reject any or all proposals, to waive informalities, and to accept all or any part of any proposals as may be deemed to be in the best interest of the City.

35. NON-APPROPRIATION CLAUSE

City of Flagler Beach is obligated only to the extent that funds are included in the City's fiscal year budget.

Should the City not include funds for this expense the Agreement is null and void.

36. FLORIDA PROMPT PAYMENT

Late payments of any sum due by City of Flagler Beach shall be in accordance with the Florida Prompt Payment Act applicable to local governments.

The City retains the right to reject any product or service with which it is not completely satisfied and may in such situations withhold payment until the product or service is made acceptable, or may reduce the amount it owes under the contract, agreement, bid or quote, or may rescind the contract, agreement, bid or quote. City is obligated only to the extent that funds are included in the City's fiscal year budget. Should the City not include funds for this expense the agreement is null and void.

37. WAIVER

No waiver by the City for any right or remedy granted hereunder and no failure by the City to insist on strict performance shall affect or extent or act as a waiver of any other right or remedy of the City hereunder, nor shall it affect the subsequent exercise of the same right or remedy by the City for any further or subsequent default by the vendor.

38. CONTRACT ASSIGNMENT

No Contract, Agreement, Bid or Quote, nor any part thereof, shall be assigned or delegated without the City's advance written consent. Such consent shall neither relieve the vendor from its obligations nor change the terms of the Agreement. If the City consents to assignment, the vendor agrees to include in the subcontract a provision that the subcontractor shall hold the City harmless against all claims of whatever nature arising out of the subcontractor's performance of work.

39. PUBLIC ENTITY CRIMES STATEMENT:

Bidders must complete and return with Bid/Proposal the Sworn Statement on Public Entity Crimes Pursuant to Section 287.133(3) (a), Florida Statutes.

40. ADDITIONAL TERMS AND CONDITIONS:

The City of Flagler Beach reserves the right to reject bids containing any additional terms or conditions not specifically requested in the original conditions and specifications.

41. PUBLIC RECORDS LAW

Insofar as this Agreement may delegate governmental or legislative functions to a private entity, and the private entity would be subject to public records laws codified in Chapter 119, Florida Statutes, and the public meeting requirements codified in Chapter 286, Florida Statutes, the vendor acknowledges familiarity with the above-referenced statutes and agrees to comply with the same unless the public records are specifically exempted or the meeting is specifically not subject to the provisions of Chapter 286, Florida Statutes. The City may unilaterally cancel this Agreement for any improper refusal by provider to hold a meeting or provide public access to public records as required by Chapter 119, Florida Statutes, made or received by the provider in conjunction with this Agreement.

42. LIQUIDATED DAMAGES:

The completion of this project is critical N/A City of Flagler Beach. For this reason, the Contractor shall pay damages to City of Flagler Beach \$ N/A per calendar day past the contracted substantial or final completion schedule.

DRUG FREE / TIE PREFERENCE STATEMENT

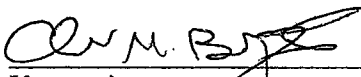
In the event of a tie bid, preference is given to vendors submitting with their bid, certification that they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and became effective January 1, 1991. The Special Conditions follow:

Identical Tie Bids. Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction, or plea of guilty, or nolo contendere, to any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory completion of participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.



VENDOR'S SIGNATURE

2/27/19

DATE



Work Write – Up / Bid Form

Public Dune Walkover/Access

Bid No. FB-19-0306

The work write-up / bid form is a general outline of the work to be performed. The base price of both walkovers (Walkover No. 1 Walkover No. 2 and Alternate 1 - 5:

DATE: 2/27/19

TOTAL BASE BID: \$ 68,960⁰⁰

DATE CONTRACTOR CAN BEGIN WORK: ASAP

TIME NEEDED TO COMPLETE PROJECT: 6 wks.

\$ 36,105⁰⁰
WALKOVER NO. 1 BASE BID AMOUNT

\$ 32,855⁰⁰
WALKOVER NO. 2 BASE BID AMOUNT

Alternate Bids

\$ 2,000⁰⁰
ALTERNATE 1.) BID AMOUNT

\$ 3,000⁰⁰
ALTERNATE 2.) BID AMOUNT

\$ 1,500⁰⁰
ALTERNATE 3.) BID AMOUNT

\$ 1,200⁰⁰
ALTERNATE 4.) BID AMOUNT

\$ 1,200⁰⁰
ALTERNATE 5.) BID AMOUNT

THIS PAGE MUST BE INCLUDED WITH THE BID FOR IT TO BE VALID.

All work to be performed in a professional manner, in accordance with the project drawings, specifications, local codes, and manufacturer's specifications. The contractor shall be responsible for the repairs and/or reinstallation of materials, equipment, and fixtures which damaged or removed during the course of construction. All items must be cost itemized in the space provided or the bid will be rejected.

I hereby certify that I am licensed by the State of Florida, Department of Business and Professional Regulation.

CONTRACTOR'S SIGNATURE: Charles Burgan III

CONTRACTOR'S PRINTED NAME: Charles Burgan III

CONTRACTOR'S BUSINESS ADDRESS: 1132 Hardy St.
Bunnell FL 32110

CONTRACTOR'S PHONE NUMBER: (386) 569-1483

THIS PAGE MUST BE INCLUDED WITH THE BID FOR IT TO BE VALID.

SIGNATURE PAGE

The undersigned hereby discloses he /she has carefully examined the specifications to furnish goods/services as described herein:

I certify that all prices, terms and conditions as stated in WORK WRITE-UP / BID FORM are correct.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder and that the bidder is in compliance with all requirements of the Invitation to Bid.

BID NO: FB-19-0306

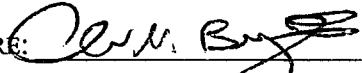
BUSINESS NAME IN FULL: Charles Burgon LLC

ADDRESS: 1132 Hardy St

CITY: Bunnell STATE FL ZIP CODE 32110

TELEPHONE: 386-569-1483 FAX: N/A

E-MAIL: cburgondrafting@yahoo.com

AUTHORIZED SIGNATURE: 

PRINTED SIGNATURE: Charles Burgon III

TITLE: owner

DATE: 2/27/19

The City Commission of the City of Flagler Beach reserves the right
to reject any or all bid/proposals, to waive informalities,
and to accept all or any part of any bid
as may be deemed to be in the best interest of the City.

CONTRACTOR'S STATEMENT OF EXPERIENCE

Charles Burgan LLC/Charles M. Burgan III
True and complete name of Bidder: _____
Business Address: 1132 Hardy St. Bunnell, Fl 32110
Length of time in business: 35 yrs. At current address: 3 yrs.
Principals: Charles M. Burgan III Title Owner
Pamela Burgan Title Office Manager
Charles M. Burgan IV Title Project Assistant
Type of work typically performed:
Residential, Commercial, Marine Construction

Projects of this type previously completed:

1. <u>South 27 Walkover Flagler Beach</u>	Amount \$ <u>19,999.00</u>
2. <u>Funky Pelican (grease trap)</u>	Amount \$ <u>18,700.00</u>
3. <u>4th St. Patrol Office renovations</u>	Amount \$ <u>6000.00</u>

References for Projects listed above.

1. <u>Rick McFadden</u>	Telephone <u>386-276-0403</u>
2. <u>City of Beverly Beach</u>	Telephone <u>813-598-1152</u>
3. <u>David Franks/Amvets Post 113</u>	Telephone <u>386-864-1811</u>

Financial Status: Good
Equipment: Fully equipped
Number of Personnel Currently Employed: 6
Number of Personnel Available for Project: 6
Other Pertinent Information: _____

NOTE: Proposer may submit separate statement of experience with additional information (attach to this page).

SUBCONTRACTOR LIST

Bidders using their own workforce for all schedules may skip this section.

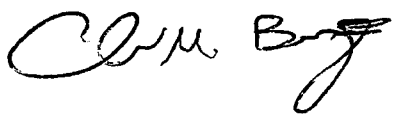
The Bidder acknowledges that each subcontractor has been fully investigated and has evidence each subcontractor has engaged successfully in his line of work for a reasonable period of time, and that the subcontractor maintains a fully equipped organization that is technically and financially capable of performing the work required.

List subcontractors below.

<u>Subcontract Work</u>	<u>Company Name</u>	<u>Address</u>	<u>\$ Amount</u>
Not using subcontractors		N/A	


AUTHORIZED SIGNATURE

~~2/27/19~~ 2/27/19
DATE



BIDDER'S CERTIFICATION

I have carefully examined the Invitation to Bid, Instructions to Bidders, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation. I hereby propose to furnish the goods or services specified in the Invitation to Bid at the prices or rates quoted in my bid. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City adequate time to evaluate the bids. Furthermore, I agree to abide by all conditions of the bid.

I certify that all information contained in this bid is truthful to the best of my knowledge and belief. I further certify that I am a duly authorized to submit this bid on behalf of the vendor / contractor as its act and deed and that the vendor /contractor is ready, willing and able to perform if awarded the contract.

I further certify that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any person, firm or corporation submitting a bid for the same product or service; no officer, employee or agent of the City of Flagler Beach or of any other bidder interested in said bid; and that the undersigned executed this Bidder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the bid.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the "work" will be performed in strict accordance with such requirements, and understands that any exceptions to the requirements of the specifications and documents may render the Bidder's Bid non-responsive.

NO EXCEPTIONS WILL BE ALLOWED AFTER THE BID IS SUBMITTED.

Please check one: I take NO exceptions. ~~OR~~ I DO take exceptions.

Exceptions: Bid is based on information supplied
to us in this packet. Final length and cost
will be determined ^{UPON} final restoration
of beach and A1A road construction
is completed.

(If more space is needed, please attach additional pages as needed.)

ADDENDUM ACKNOWLEDGEMENT

The undersigned acknowledges receipt of the following addenda to the Invitation to Bid
(Indicate number and date of each):

Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____


AUTHORIZED SIGNATURE

2/27/19
DATE

Failure to submit acknowledgement of any addendum that affects the pricing and / or scope is considered a major irregularity and may be cause for rejection of a bid.

AFFIDAVIT OF NON-COLLUSION

Charles Burgan III *, being first duly sworn, deposes and says that he (it) is the bidder in Bid No. FB-19-0306, Public Dune Walkovers, that the only person or persons interested in said bid are named therein, that no officer, employee or agent of the City of Flagler Beach, or of any other bidder, is interested in said bid; and that affiant makes the above bid with no past or present collusion with any other person, firm or corporation.

Affiant: Charles Burgan III Title: Owner

Ch. M. Burgan

STATE OF FLORIDA

COUNTY OF Flagler

Sworn to and subscribed before me this 27th day of Feb, 20 19,

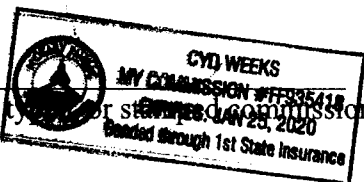
Charles Burgan III, who appeared before me, and is personally known to me
(Printed Name of Affiant)

or produced identification _____
(Type of Identification)

Notary Public - State of Florida

[Signature]
(Notary's Signature)

1/2020
(My Commission Expires)

(Printed, _____ or state name of notary public)


* State name of Bidder, followed by name of authorized individual and title, who is signing as Affiant. If Bidder is an individual, state name of Bidder only.

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTE ON ENTITY CRIMES**

1. This sworn statement is submitted with Bid No. FB-19-0306, Public Dune Walkovers to the City of Flagler Beach,

2. by: Charles Burgan LLC at: 1132 Hardy St. Bunnell FL 32110
(Business Name) (Business Address)

whose Federal Employer Identification Number (FEIN) is 205556002.

(If entity has no FEIN, provide the SSN of the individual signing this sworn statement.)

3. My name is Charles M Burgan III and my relationship to the entity named above is myself/owner.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, non jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), **Florida Statutes**, means:

- a. A predecessor or successor of a person convicted of a public entity crime; or
- b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1) (e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers,

directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

- Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- the entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- the entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order.)

[Signature]
(Signature)

2/27/19
(Date)

STATE OF FLORIDA

COUNTY OF FLAGLER

Sworn to and subscribed before me this 27th day of Feb, 2019,

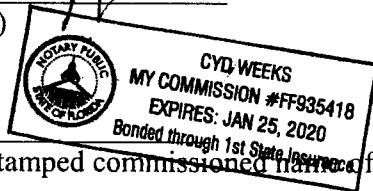
Charles Burgen III who appeared before me, and is personally known to me
(Printed Name of Affiant)

or produced identification _____
(Type of Identification)

Notary Public - State of Florida

[Signature]
(Notary's Signature)

1/2020
(My Commission Expires)



(Printed, typed, or stamped commissioned name of notary public)

#8

City of Flagler Beach Agenda Application

INDIVIDUAL'S NAME: Commissioner Kearney

BUSINESS NAME: N/A.
(If Applicable)

STREET ADDRESS: P.O. Box 70
(If within City of Flagler Beach)

MAILING ADDRESS: Flagler Beach
(Please provide City & Zip Code)

PHONE NUMBER: 386-846-5493

EMAIL: Kearney@cityofflaglerbeach.com

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

Protecting Gopher ~~Turtles~~ Tortoise in
Flagler Beach

BACKGROUND INFORMATION REGARDING THE SUBJECT:

With Art Woosley's retirement I would like to look at
the process we use and how it will be impacted
by not having a volunteer inspect the building lots

(OVER)

City of Flagler Beach

Agenda Application Continued

REQUESTED ACTION SOUGHT FROM THE COMMISSION:

Consider changes to current system and the possibility of an Ordinance

ATTACHMENTS: Volusia County's Ordinance
whatever City Manager Larry Newson attaches.

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.

Kim M. Cary
SIGNATURE OF APPLICANT

3-5-19
DATE

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

ORDINANCE NO. 2010-02

AN ORDINANCE OF THE COUNTY COUNCIL OF VOLUSIA COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE COUNTY OF VOLUSIA, CHAPTER 72, ARTICLE III, "LAND DEVELOPMENT REGULATIONS"; CREATING DIVISION 17, "GOPHER TORTOISE PROTECTION;" CREATING SECTION 72-1136, PURPOSE AND JURISDICTION; CREATING SECTION 72-1137, PENALTY; CREATING SECTION 72-1138, GENERAL PROHIBITIONS; CREATING SECTION 72-1139, GENERAL EXEMPTIONS; CREATING SECTION 72-1140, STANDARDS FOR REVIEW; CREATING SECTION 72-1141, STANDARDS FOR GOPHER TORTOISE PROTECTION DURING DEVELOPMENT ACTIVITIES; CREATING SECTION 72-1142, APPEALS TO DEVELOPMENT REVIEW COMMITTEE (DRC); CREATING SECTION 72-1143, RELATION TO FLORIDA ADMINISTRATIVE CODE; DEFINITIONS; AUTHORIZING INCLUSION IN CODE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

26 BE IT ORDAINED BY THE COUNTY COUNCIL OF VOLUSIA COUNTY,
27 FLORIDA, AS FOLLOWS:

28
29 **(Words in ~~strike-through~~ type are deletions; words in underscore**
30 **type are additions.)**

31
32 **SECTION I:** Chapter 72, Article III, Division 17, Section 72-1136, Code of
33 Ordinances of the County of Volusia, is created to read as follows:

34 **DIVISION 17. GOPHER TORTOISE PROTECTION**

35 **Sec. 72-1136. Purpose and jurisdiction.**

36 The purpose of this Article is to protect the threatened Gopher Tortoise
37 (Gopherus polyphemus) and Gopher Tortoise burrows while recognizing the
38 rights of property owners to use their lands in a manner consistent with the rules.

1 policies, and guidelines of the Florida Fish and Wildlife Conservation
2 Commission (FWC) and the county.

3 (1) Jurisdiction. This article shall apply to the unincorporated areas of
4 Volusia County, Florida.

5 **SECTION II:** Chapter 72, Article III, Division 17, Section 72-1137, Code of
6 Ordinances of the County of Volusia, is created to read as follows:

7 **Sec. 72-1137. Penalty.**

8 Violations of this article are punishable as provided in Chapter 162 of Florida
9 Statutes as enforced by the Code Enforcement Board. FWC rules, policies, or
10 guidelines and other state laws including Chapter 379, Florida Statutes apply.

11 **SECTION III:** Chapter 72, Article III, Division 17, Section 72-1138, Code of
12 Ordinances of the County of Volusia, is created to read as follows:

13 **Sec. 72-1138. General prohibitions.**

14 Unless otherwise authorized by this article, no person shall cause, suffer, permit
15 or allow:

16 (1) The take, attempt to take, pursuit, hunt, harassment, capture,
17 possession, sale or transport of any gopher tortoise or parts thereof or their eggs,
18 or the molestation, damage, or destruction of a gopher tortoise burrow, except as
19 authorized by a permit from the FWC or when complying with FWC approved
20 guidelines for specific actions which may impact gopher tortoises and their
21 burrows.

22 (2) As required by FWC, construction activity or other disturbance
23 within 25 feet from the opening of any potentially occupied gopher tortoise

1 burrow without first obtaining a valid permit from the FWC or an affirmation that
2 no such permit is necessary.

3 **SECTION IV:** Chapter 72, Article III, Division 17, Section 72-1139, Code
4 of Ordinances of the County of Volusia, is created to read as follows:

5 **Sec. 72-1139. General exemptions.**

6 (1) Agricultural, silvicultural, wildlife management and linear utility right-
7 of-way vegetation maintenance activities which impact gopher tortoises or their
8 burrows are exempt from this Article if they are conducted in accordance with
9 Appendix 1 of the FWC Gopher Tortoise Permitting Guidelines (April 2008 --
10 revised April 2009 and subsequent amendments) and with other applicable FWC
11 rules and policies found at <http://myfwc.com/GopherTortoise>.

12 (2) Routine yard and vegetation maintenance and landscaping
13 activities that do not take gopher tortoises or collapse their burrows are exempt
14 from this Article.

15 **SECTION V:** Chapter 72, Article III, Division 17, Section 72-1140, Code of
16 Ordinances of the County of Volusia, is created to read as follows:

17 **Sec. 72-1140. Standards for review.**

18 (1) The environmental permitting activity shall provide a Gopher
19 Tortoise Habitat Map to designate and geographically delineate the areas of
20 Volusia County which are typical habitat for gopher tortoises. Said map shall be
21 on file with, and made available to the public by environmental permitting.

22 (2) Applicants for all development except single-family or duplex
23 constructed on an existing approved lot whose sites are designated as gopher

1 tortoise habitat on the map described in subsection (1) of this section and who
2 have not obtained a FWC permit must provide a burrow survey, conducted by an
3 Authorized Gopher Tortoise Agent permitted by FWC, of one hundred percent of
4 the gopher tortoise habitat on site to identify any burrows. If a gopher tortoise
5 burrow is located on site during the burrow survey the applicant must either
6 protect the burrow consistent with FWC rules, the FWC Gopher Tortoise
7 Management Plan (September 2007 and subsequent amendments) and the
8 FWC Gopher Tortoise Permitting Guidelines (April 2008 - revised April 2009 and
9 subsequent amendments) and Sec. 72-1141 of this Division or obtain a permit
10 from FWC if avoidance is not possible.

11 (3) Applicants for residential building permits or tree removal permits
12 on properties identified on the Volusia County Gopher Tortoise Habitat Map will
13 be required to pay a review fee as established by the county council, unless the
14 applicant has a valid development order or an environmental review fee already
15 applies. Environmental permitting will conduct a field inspection to determine
16 whether any gopher tortoise burrows exist on site. If a gopher tortoise burrow is
17 located on site during the field inspection, the applicant must either (a) protect
18 the burrow consistent with FWC rules, the FWC Gopher Tortoise Management
19 Plan (September 2007 and subsequent amendments) and the FWC Gopher
20 Tortoise Permitting Guidelines (April 2008 – revised April 2009 and subsequent
21 amendments) and Sec. 72-1141 of this Division, or (b) obtain a permit from FWC.
22 The Volusia County residential building permit or tree removal permit will be
23 issued only after an FWC permit has been issued.

1 **SECTION VI:** Chapter 72, Article III, Division 17, Section 72-1141, Code
2 of Ordinances of the County of Volusia, is created to read as follows:

3 **Sec. 72-1141. Standards for gopher tortoise protection during development**
4 **activities.**

5 The following are minimum standards necessary to protect gopher tortoise
6 burrows that have been designated for preservation from damage during
7 development activities:

8 (1) Protection of gopher tortoises and their burrows. Prior to the
9 commencement of construction of a development, the applicant shall clearly
10 mark such gopher tortoise burrows designated for preservation that are in
11 proximity of any area where land clearing equipment is to be operated. In
12 addition, prior to any clearing of improved, vacant or unimproved land, the
13 developer shall construct a temporary barrier at the edge of construction, but not
14 less than 25 feet from the entrance of a gopher tortoise burrow designated for
15 preservation, to prevent physical damage from heavy equipment and other
16 activities incidental to development and to prevent the resident gopher tortoise
17 from entering the construction site. Required barriers should not confine the
18 gopher tortoise and shall be subject to inspection by the county as a condition of
19 the permit approval and prior to any permitted clearing. The temporary barriers
20 shall be consistent with the FWC guidelines and shall exclude gopher tortoises
21 from the construction area, and;

22 (a) Constructed to be a height so that the barrier can be seen by
23 operators of trucks and other equipment;
24

1 (b) Constructed as a condition of the issuance of tree removal permit,
2 building permit, or any other development permit and prior to any construction or
3 other development activities;

4 (c) Maintained in place throughout the construction; and

5 (d) Removed from the site at the end of the construction, unless
6 otherwise stipulated in the approved FWC or county permit.

7 (2) Gopher tortoises and burrows damaged during construction. If
8 construction activity results in the take of a gopher tortoise, or if construction
9 activity for which a FWC permit was not otherwise required results in the take of
10 a gopher tortoise burrow designated for preservation, as described in FWC Rule
11 68A-27.004, Florida Administrative Code and Appendix 1 of the FWC Gopher
12 Tortoise Permitting Guidelines (April 2008 - Revised September 2008 and
13 subsequent amendments):

14 (a) The applicant shall immediately notify FWC.

15 (b) If construction activity for which a FWC permit was not otherwise
16 required results in the take of a gopher tortoise burrow designated for
17 preservation or a gopher tortoise from such burrow the applicant also shall
18 immediately notify Volusia County environmental permitting. The county will
19 issue a stop work order for the site until FWC law enforcement has completed its
20 investigation.

1 (c) If required or authorized by FWC, the applicant will be required to
2 excavate the damaged burrow per FWC guidelines to determine if a gopher
3 tortoise or any commensal species have been entombed. If required or
4 authorized by FWC, any protected commensals found in the burrow must be
5 relocated consistent with the requirements of the FWC Gopher Tortoise
6 Permitting Guidelines (April 2008 – revised April 2009 and subsequent
7 amendments).

8 **SECTION VII:** Chapter 72, Article III, Division 17, Section 72-1142, Code of
9 Ordinances of the County of Volusia, is created to read as follows:

10 **Sec. 72-1142. Appeals to Development Review Committee (DRC).**

11 A determination by environmental permitting may be appealed in writing within
12 thirty (30) days of said determination to the DRC by the applicant. The DRC may
13 uphold, modify or reverse the determination of environmental permitting. Appeals
14 of the decision of the DRC shall be as provided in Article III, Land Development
15 Regulations, Division 1, subsection 72-502(g), as amended.

16 **SECTION VIII:** Chapter 72, Article III, Division 17, Section 72-1143, Code
17 of Ordinances of the County of Volusia, is created to read as follows:

18 **Sec. 72-1143. Relation to Florida Administrative Code.**

19 (1) It is the intent of the county that this Article be consistent with, and
20 in furtherance of, the provisions of Chapter 68A-27 of the Florida Administrative
21 Code (F.A.C.), the FWC Gopher Tortoise Management Plan (September 2007
22 and subsequent amendments) and the FWC Gopher Tortoise Permitting
23 Guidelines (April 2008 – revised April 2009 and subsequent amendments) and

1 that it satisfy any obligation the county may have under these provisions to
2 prevent harm to gopher tortoises by its election to adopt this regulation.

3 (2) Nothing in this article shall be construed to authorize or license any
4 act prohibited by the Florida Administrative Code or to impose requirements or
5 conditions that are inconsistent with those in the FWC rules, the FWC Gopher
6 Tortoise Management Plan (September 2007 and subsequent amendments) and
7 the FWC Gopher Tortoise Permitting Guidelines (April 2008 – revised September
8 2008 and subsequent amendments), or a FWC permit.

9 **SECTION IX:** Chapter 72, Article III, Glossary, Definitions of the Code of
10 Ordinances of the County of Volusia, is amended to read as follows:

11 **Definitions**

12 ...

13 *Commensal:* living in a relationship in which one animal derives food,
14 refuge, or other benefits from another animal without hurting or helping it.

15 ...

16 *Gopher Tortoise (Gopherus polyphemus)* – a moderate sized terrestrial
17 turtle with stumpy, elephantine hind feet and flattened, shovel like fore limbs
18 adapted for digging.

19 *Gopher Tortoise Burrow:* a tunnel in the ground with a cross-section that
20 closely approximates the shape of a gopher tortoise.

21 ...



ORDINANCE 2019-05

**AN ORDINANCE OF THE CITY OF FLAGLER BEACH, FLORIDA,
AUTHORIZING AND APPROVING THE SALE OF REAL PROPERTY
LOCATED AT 1901 N. DAYTONA AVENUE AND PROVIDING FOR
AN EFFECTIVE DATE.**

10

WHEREAS, the City of Flagler Beach is the owner of real property located at 1901 Daytona Avenue North and more particularly described as:

Lot 11 and the Northerly 40 feet of Lot 12, Block 2, according to the Plat of Bruner Addition, being a subdivision of a part of Government Lot 1, Section 36, Township 11 South, Range 31 East, Flagler County, Florida, in Plat Book 5, Page 24 (From OR 96, Page 0527)

and

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

WHEREAS, the City has negotiated terms of a sale of the Properties to Edward R. Ludke and Kimberly Bethel Ludke; and

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

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

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

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

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

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

PASSED ON FIRST READING THIS 28TH DAY OF FEBRUARY, 2019.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2019.

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

Linda Provencher, Mayor

ATTEST:

Penny Overstreet, City Clerk

Vacant Land Contract



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

Address: 1901 N Daytona Avenue Flagler Beach, FL 32136
Legal Description: BRUNER ADDITION SUB BL-2 LOT 11 AND THE NORTH 40 FEET OF LOT 12 OR BOOK 96 PAGE 527 OR BOOK 538 PG 1989

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

2. Purchase Price: (U.S. currency) \$ 165,502.00
All deposits will be made payable to "Escrow Agent" named below and held in escrow by:
Escrow Agent's Name: Olde Florida Title
Escrow Agent's Contact Person: Isadora Hobbs
Escrow Agent's Address: 2561 Moody Blvd. Suite 213 Flagler Beach, FL 32136
Escrow Agent's Phone: 386-693-1493
Escrow Agent's Email: isadora@oldefloridatitle.com

- (a) Initial deposit (\$0 if left blank) (Check if applicable)
(b) Additional deposit will be delivered to Escrow Agent (Check if applicable)
(c) Total Financing (see Paragraph 5) (express as a dollar amount or percentage)
(d) Other:
(e) Balance to close (not including Buyer's closing costs, prepaid items, and prorations) to be paid at closing by wire transfer or other Collected funds \$ 160,502.00
(f) (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.)

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

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

Buyer (ERL KBL) and Seller (EB KB) acknowledge receipt of a copy of this page, which is 1 of 7 pages.

- 51 **5. Financing: (Check as applicable)**
- 52* (a) **Buyer will pay cash for the Property with no financing contingency.**
- 53* (b) This contract is contingent on **Buyer** qualifying for and obtaining the commitment(s) or approval(s)
- 54* specified below ("Financing") within _____ days after Effective Date (Closing Date or 30 days after Effective
- 55* Date, whichever occurs first, if left blank) ("Financing Period"). **Buyer** will apply for Financing within _____
- 56* days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial,
- 57* and other information required by the lender. If **Buyer**, after using diligence and good faith, cannot obtain the
- 58* Financing within the Financing Period, either party may terminate this contract and **Buyer's** deposit(s) will be
- 59* returned.
- 60* (1) **New Financing:** **Buyer** will secure a commitment for new third party financing for \$ _____
- 61* or _____% of the purchase price at (**Check one**) a fixed rate not exceeding _____% an
- 62* adjustable interest rate not exceeding _____% at origination (a fixed rate at the prevailing interest rate
- 63* based on **Buyer's** creditworthiness if neither choice is selected). **Buyer** will keep **Seller** and Broker fully
- 64* informed of the loan application status and progress and authorizes the lender or mortgage broker to
- 65* disclose all such information to **Seller** and Broker.
- 66* (2) **Seller Financing:** **Buyer** will execute a first second purchase money note and mortgage to
- 67* **Seller** in the amount of \$ _____, bearing annual interest at _____% and payable as
- 68* follows: _____
- 69* The mortgage, note, and any security agreement will be in a form acceptable to **Seller** and will follow
- 70* forms generally accepted in the county where the Property is located; will provide for a late payment fee
- 71* and acceleration at the mortgagee's option if **Buyer** defaults; will give **Buyer** the right to prepay without
- 72* penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on
- 73* conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to
- 74* keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller**
- 75* to obtain credit, employment, and other necessary information to determine creditworthiness for the
- 76* financing. **Seller** will, within 10 days after Effective Date, give **Buyer** written notice of whether or not
- 77* **Seller** will make the loan.
- 78* (3) **Mortgage Assumption:** **Buyer** will take title subject to and assume and pay existing first mortgage to
- 79* _____
- 80* LN# _____ in the approximate amount of \$ _____ currently payable at
- 81* \$ _____ per month, including principal, interest, taxes and insurance, and having a
- 82* fixed other (describe) _____
- 83* interest rate of _____% which will will not escalate upon assumption. Any variance in the
- 84* mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will
- 85* purchase **Seller's** escrow account dollar for dollar. If the interest rate upon transfer exceeds _____% or
- 86* the assumption/transfer fee exceeds \$ _____, either party may elect to pay the excess,
- 87* failing which this contract will terminate; and **Buyer's** deposit(s) will be returned. If the lender disapproves
- 88* **Buyer**, this contract will terminate; and **Buyer's** deposit(s) will be returned.
- 89* **6. Assignability: (Check one)** **Buyer** may assign and thereby be released from any further liability under this
- 90* contract, may assign but not be released from liability under this contract, or may not assign this contract.
- 91* **7. Title: Seller** has the legal capacity to and will convey marketable title to the Property by statutory warranty
- 92* deed special warranty deed other (specify) _____, free of liens, easements,
- 93* and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants,
- 94* restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any
- 95* other matters to which title will be subject) _____
- 96* provided there exists at closing no violation of the foregoing.
- 97* (a) **Title Evidence:** The party who pays for the owner's title insurance policy will select the closing agent and
- 98* pay for the title search, including tax and lien search if performed, and all other fees charged by closing agent.
- 99* **Seller** will deliver to **Buyer**, at
- 100* (**Check one**) **Seller's** **Buyer's** expense and
- 101* (**Check one**) within _____ days after Effective Date at least 10 days before Closing Date,
- 102* (**Check one**)
- 103* (1) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be
- 104* discharged by **Seller** at or before closing and, upon **Buyer** recording the deed, an owner's policy in the
- 105* amount of the purchase price for fee simple title subject only to the exceptions stated above. If **Buyer** is
- 106* paying for the owner's title insurance policy and **Seller** has an owner's policy, **Seller** will deliver a copy to
- 107* **Buyer** within 15 days after Effective Date.

Buyer ERL KBL () and Seller [Signature] () acknowledge receipt of a copy of this page, which is 2 of 7 pages.

VAC-11 Rev 6/17

©2017 Florida Realtors®

Serial#: 045017-500155-0589188

formsimplicity

- 108+ (2) an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an
 109 existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy
 110 acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy
 111 will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy
 112 effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents
 113 recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller**,
 114 then (1) above will be the title evidence.
- 115+ (b) **Title Examination:** After receipt of the title evidence, **Buyer** will, within _____ days (10 days if left blank)
 116 but no later than Closing Date, deliver written notice to **Seller** of title defects. Title will be deemed acceptable
 117 to **Buyer** if (i) **Buyer** fails to deliver proper notice of defects or (ii) **Buyer** delivers proper written notice and
 118+ **Seller** cures the defects within _____ days (30 days if left blank) ("Cure Period") after receipt of the notice. If
 119 the defects are cured within the Cure Period, closing will occur within 10 days after receipt by **Buyer** of notice
 120 of such cure. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured
 121 within the Cure Period. If the defects are not cured within the Cure Period, **Buyer** will have 10 days after
 122 receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this contract or accept
 123 title subject to existing defects and close the transaction without reduction in purchase price.
- 124 (c) **Survey:** **Buyer** may, at **Buyer's** expense, have the Property surveyed and must deliver written notice to
 125 **Seller**, within 5 days after receiving survey but not later than 5 days before Closing Date, of any
 126 encroachments on the Property, encroachments by the Property's improvements on other lands, or deed
 127 restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a
 128 title defect and **Seller's** and **Buyer's** obligations will be determined in accordance with Paragraph 7(b).
- 129 (d) **Ingress and Egress:** **Seller** warrants that the Property presently has ingress and egress.
- 130 8. **Property Condition:** **Seller** will deliver the Property to **Buyer** at closing in its present "as is" condition, with
 131 conditions resulting from **Buyer's** Inspections and casualty damage, if any, excepted. **Seller** will not engage in or
 132 permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.
- 133 (a) **Inspections: (Check (1) or (2))**
- 134+ (1) **Feasibility Study:** **Buyer** will, at **Buyer's** expense and within 15 days (30 days if left blank)
 135 ("Feasibility Study Period") after Effective Date and in **Buyer's** sole and absolute discretion, determine
 136 whether the Property is suitable for **Buyer's** intended use. During the Feasibility Study Period, **Buyer**
 137 may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and
 138 investigations ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the
 139 Property's engineering, architectural, and environmental properties; zoning and zoning restrictions;
 140 subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities;
 141 consistency with local, state, and regional growth management plans; availability of permits, government
 142 approvals, and licenses; and other inspections that **Buyer** deems appropriate. If the Property must be
 143 rezoned, **Buyer** will obtain the rezoning from the appropriate government agencies. **Seller** will sign all
 144 documents **Buyer** is required to file in connection with development or rezoning approvals. **Seller** gives
 145 **Buyer**, its agents, contractors, and assigns, the right to enter the Property at any time during the
 146 Feasibility Study Period for the purpose of conducting Inspections, provided, however, that **Buyer**, its
 147 agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will
 148 indemnify and hold **Seller** harmless from losses, damages, costs, claims, and expenses of any nature,
 149 including attorneys' fees, expenses, and liability incurred in application for rezoning or related
 150 proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any
 151 work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a construction lien
 152 being filed against the Property without **Seller's** prior written consent. If this transaction does not close,
 153 **Buyer** will, at **Buyer's** expense, (i) repair all damages to the Property resulting from the Inspections and
 154 return the Property to the condition it was in before conducting the Inspections and (ii) release to **Seller**
 155 all reports and other work generated as a result of the Inspections.
- 156 Before expiration of the Feasibility Study Period, **Buyer** must deliver written notice to **Seller** of **Buyer's**
 157 determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice
 158 requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is"
 159 condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to
 160 **Seller**, this contract will be deemed terminated, and **Buyer's** deposit(s) will be returned.
- 161+ (2) **No Feasibility Study:** **Buyer** is satisfied that the Property is suitable for **Buyer's** purposes, including
 162 being satisfied that either public sewerage and water are available to the Property or the Property will be
 163 approved for the installation of a well and/or private sewerage disposal system and that existing zoning

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

©2017 Florida Realtors®

formsimplicity

Serial#: 045017-500155-0589188

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

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

188 (a) **Seller Costs:**
 189 Taxes on deed
 190 Recording fees for documents needed to cure title
 191 Title evidence (if applicable under Paragraph 7)
 192- Other: _____

193 (b) **Buyer Costs:**
 194 Taxes and recording fees on notes and mortgages
 195 Recording fees on the deed and financing statements
 196 Loan expenses
 197 Title evidence (if applicable under Paragraph 7)
 198 Lender's title policy at the simultaneous issue rate
 199 Inspections
 200 Survey
 201 Insurance
 202- Other: _____

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

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

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

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

©2017 Florida Realtors®

Serial#: 045017-500155-0589188

formsimplicity

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

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

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

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

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

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

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

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

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

©2017 Florida Realtors®

Serial#: 045017-500155-0589188

formsimplicity

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

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

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

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

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

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

321* (a) Landmark Properties, LLC (Seller's Broker)
322* will be compensated by Seller Buyer both parties pursuant to a listing agreement other
323* (specify):

324* (b) Landmark Properties, LLC (Buyer's Broker)
325* will be compensated by Seller Buyer both parties Seller's Broker pursuant to a MLS offer of
326* compensation other (specify):

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

©2017 Florida Realtors®

Serial#: 045017-500155-0589188

formsimplicity

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

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

343 **COUNTER-OFFER/REJECTION**

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

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

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

350* Print name: _____

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

352* Print name: _____

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

354* Address: _____

355* Phone: _____ Fax: _____ Email: _____

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

357* Print name: _____ City of Flagler Beach

358* Seller: Linda Provencher Date: 2/28/19

359* Print name: Linda Provencher

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

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

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

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

Florida REALTORS® makes no representation as to the legal validity or adequacy of any provision of this form in any specific transaction. This standardized form should not be used in complex transactions or with extensive riders or additions. This form is available for use by the entire real estate industry and is not intended to identify the user as REALTOR®. REALTOR® is a registered collective membership mark which may be used only by real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its Code of Ethics. The copyright laws of United States (17 U.S. Code) forbid the unauthorized reproduction of this form by any means including facsimile or computerized forms.

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

©2017 Florida Realtors®

Serial#: 045017-500155-0589188

formsimplicity

THE NEWS-JOURNAL

Published Daily and Sunday
Daytona Beach, Volusia County, Florida

**State of Florida,
County of Volusia**

Before the undersigned authority personally appeared

Irene Zucker

who, on oath says that she is

LEGAL COORDINATOR

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

PUBLIC NOTICE

L 2321210

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

MARCH 5, 2019

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

Irene Zucker

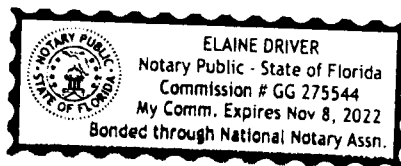
Sworn to and subscribed before me

This 5th of **MARCH**

A.D. 2019

Elaine Driver

49D



The City of Flagler Beach proposes to
adopt the following ordinance:
ORDINANCE 2019-05
**AN ORDINANCE OF THE CITY OF
FLAGLER BEACH, FLORIDA,
AUTHORIZING AND APPROVING THE
SALE OF REAL PROPERTY LOCATED AT
1901 N. DAYTONA AVENUE AND
PROVIDING FOR AN EFFECTIVE DATE.**
Public Hearings will be conducted to
consider the ordinance as follows:
City Commission:
Second Reading: March 14, 2019 @ 6:00
p.m. or soon thereafter
The public hearings may be continued to
a future date or dates. The dates and
dates of any continuances of a public
hearing shall be announced during the
public hearing without any further
published notice. The request will be
heard at 6:00 PM, or as soon thereafter
as possible, in the City Commission
Chambers located at 105 South Second
Street, Flagler Beach, Florida.
If a person decides to appeal any
decision made with respect to any
matter considered at the above
referenced hearings, he/she will need a
record of the proceedings. For such
purposes, it may be necessary to ensure
that a verbatim record of the
proceedings is made, which record
includes the testimony and evidence
upon which the appeal is to be based.
In accordance with the Americans with
Disabilities Act, persons needing
assistance to participate in any of these
proceedings should contact the City
Clerk's Office at 386-517-2000 Ext. 233
at least 48 hours prior to the meeting.
L2321210 Mar. 5, 2019 it

Item

11

Staff

Reports

Penny Overstreet

From: Robert Pace
Sent: Thursday, February 28, 2019 1:07 PM
To: Larry Newsom
Cc: Penny Overstreet
Subject: Weekly Highlights

Mr. Newsom,

The following are the weekly highlights;

- As always, there is a great relationship between the Women's Club and the fire department. We have worked together on many events and I spoke with Mary Louk this week on another one upcoming in May. On May 11th the Women's Club will be hosting a pancake breakfast with all the proceeds going to the Flagler Beach Volunteer Firefighter Association. Several department members will be in attendance assisting children that will be painting flower pots
- Captain Cox attended the Women Council of Relators with Sam Royer representing Heroes First. Captain Cox was introduced as a guest speaker in which he discussed the active assailant response and Sam was raising funds to help outfit the fire agencies in Flagler County with ballistic gear. Captain Cox received a great response from the group and he answered many questions on how their organization could help even more
- After two years of negotiations, Flagler County and Flagler Beach have finally come to an agreement on the county paramedics assigned to the beach be allowed to fill-up at the city's fuel station. The medics have been issued a fuel log to be filled out just like city crews. The logs will be submitted to finance once a month and the county will be billed. This will assist with some of the coverage issues while the medics are working at the beach
- FF/EMT J. Prince was successful in passing his Driver/Engineer State Exam this week. FF Prince had been studying for the last couple of months in preparation of the exam and by obtaining certification; the department's rookie class are now all certified Driver/Engineers. The next phase of training for the department's newest members is to complete Aerial Operator and a tentative schedule has been set for this next class to take place at Station 11 in either late March or early April
- As I'm sure you're aware, Mayor Provencher hosted a Kid's Town Hall with the problems solver group from FPC being one the recognized speakers. The group will be working on a project focusing on first responders and veterans throughout the year. Captain Cox was in attendance and answered a few questions for the kids. He thoroughly enjoyed the opportunity to visit the kids and their parents
- This afternoon I will be attending another Public safety Communication Meeting at the EOC. The meetings will be taking place with much more frequency as we approach the radio change to P-25s. Today Motorola representatives will be in attendance to define the talk groups set within the P-25s as the radios are being programmed. In service training may begin in late spring rather than the summer which was originally anticipated

I look forward to talking to you soon.

Thanks,

Bobby Pace
Fire Chief



Flagler Beach Fire Department

Weekly Run Report from 5/31/18 – 6/7/18

CALLS BY INCIDENT TYPE

EMS

13

FIRE

3

Hazardous Condition (No Fire)

0

Service Call

6

Motor Vehicle Accident

2

HazMat

0

Water Rescue

0

Total

24

Penny Overstreet

From: Robert Pace
Sent: Friday, March 8, 2019 9:39 AM
To: Larry Newsom
Cc: Penny Overstreet
Subject: Weekly Highlights

Mr. Newsom,

The following are the weekly highlights;

- The week began by hosting a station tour for a local Boy Scout Troop. A dozen members from the troop were given a station tour, a presentation of fire apparatus, and demonstrations of fire equipment. The troop was also allowed to spray water from Ladder 11's booster line. The boys had several questions for staff and they expressed their appreciation for the tour. All the boys received station souvenirs at the tour's conclusion
- As mentioned in previous reports, the department has implemented its own internal safety committee. C Shift's crew meets once a month to address safety concerns which a few times have been discrepancies identified around the station. Along these same lines, Lieutenant Snyder assigned on-line training to staff dealing with Risk Assessment Analysis. The training addressed three major points that included effectiveness of the organizations safety program, the importance of documentation, and determining/analyzing hazards
- Tom, Captain Cox, Sargent Arcieri, and I all attended the Coquina Cup Planning Meeting on Tuesday. The resources and expenses were reviewed in detail at the meeting. Also the final requirements for permitting were discussed. This year's event will take place May 16th and 17th
- Department members are in need of recertification in their RT130 wildland firefighting requirements. Annually department members are required to complete the practical training which involves cutting a fire line with hand tools and deploying a fire shelter in one minute. Sr. Ranger Jason Longfellow will report to Station 11 in the next couple of weeks to accomplish the training
- The department has been very active with its Smoke Detector Program this week. Crews on A and C Shifts installed multiple detectors for residents living in the Pebble Beach Condos and on South Flagler Avenue. Fire safety inspections were also conducted while in the homes. The department has also experienced a couple of residents coming to the station requesting detectors for their homes. Considering the frequency of requests, the department's supply of detectors has become low and staff currently working on new grant to replenish the inventory
- Sixteen department members will be participating in the MDA Boot Drive this weekend. We will once again set up at the intersection of A1A and SR 100. The event will take place both Saturday and Sunday from 9:00 AM – 1:00 PM with eight members working each day. The department generated over \$6,000 last year which was the most donations ever collected. We are hoping to improve on that number this year

I look forward to talking to you soon.

Thanks,

Bobby Pace
Fire Chief
Flagler Beach Fire Department
www.FBFire.org



Flagler Beach Fire Department

Weekly Run Report from 2/28/19 – 2/7/2019

CALLS BY INCIDENT TYPE

EMS

16

FIRE

2

Hazardous Condition (No Fire)

0

Service Call

4

Motor Vehicle Accident

2

HazMat

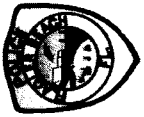
0

Water Rescue

1

Total

27



FLAGLER BEACH POLICE DEPARTMENT
 Matthew P. Doughney, Chief of Police
 204 South Flagler Avenue
 Flagler Beach, FL 32136
 386.517.2023

Chief's Weekly Report

From: Friday		2/15/2019		To: Thursday		2/21/2019	
Calls For Service	65	Felony Arrest	3	Reports Written	15	Citations Issued	52
Self-Initiated	34	Misd. Arrest	3	Comm. Policing	28	Warnings (Written/Verbal)	72
Traffic Stops	88	City Ordinance	5	Security Checks	229		

Chief's Weekly Summary

Friday: Patrol Officers conducted a Selective Traffic Enforcement Program (STEP) assignment (radar) at South Oceanshore Boulevard and 17th Street South from 8:20 a.m. to 9:20 a.m. Seven (7) traffic stops were conducted, resulting in the issuance of four (4) State Traffic Citations and five (5) verbal warnings.

Friday: Officers assisted with traffic control at North Central Avenue and 17th Street North from 9:45 a.m. to 1:00 p.m., due to construction traffic from SRA1A.

Saturday: 2/16/19 @ 4:54 p.m. / Larceny (Shoplifting) / 404 South Oceanshore Boulevard (Z Waves): Officers responded in reference to a delayed shoplifting (5 Minutes). The reporting party advised that two (2) males, 18-20 years of age, no shirts, tattoos and black pants stole a yellow boogie board and fled the area on bicycles. The area was checked with negative results. Video from Z Waves and this investigation is ongoing. **UPDATE:** On Thursday afternoon the suspects pictures were posted on our social media platforms and within three (3) hours, both suspects were identified, located and arrested. Great job by Detective Vinci, Deputy Gossett and a private citizen that assisted via Facebook!!

Saturday: Patrol Officers conducted a Selective Traffic Enforcement Program (STEP) assignment (radar) in the 1700 Block of South Oceanshore Boulevard 8:30 a.m. to 9:20 a.m. Four (4) traffic stops were conducted, resulting in the issuance of four (4) verbal warnings.

Saturday: 2/16/19 @7:35 p.m. / Narcotics - Arrest / 302 Moody Boulevard: Officers responded in reference to a disturbance at Poor Walt's Bar. Upon Officers arrival, contact was made with the involved persons who both advised that they'd been involved in a verbal argument. The male subject was arrested for possession of a controlled substance without a prescription. The subject was transported to the Flagler County Inmate Facility without incident.

Saturday: 2/16/19 @ 11:47 p.m. / Baker Act / 1700 Block of South Central Avenue: Officers responded in reference to a possible suicide attempt. Upon Officers arrival contact was made with a male subject that had a small laceration to his left wrist. The male was treated by the Rescue personnel and then he was taken into protective custody under the Baker Act. The subject was transported without incident to Halifax Hospital for evaluation

Sunday: 2/17/19 @ 11:35 pm / Assault Battery / 302 Moody Boulevard (Poor Walt's Bar): Officers responded in reference to a report of a delayed Battery. Contact was made with the reporting person/victim who advised that he had slapped in the face several times outside the bar. The reporting person was extremely intoxicated and did not know who the person was that slapped him. Video was reviewed by Officers but the other half of the disturbance was no longer on scene and no one in the bar would admit to knowing the suspects name. A Police report was completed and the victim was advised to come to the police department to complete a statement when he was sober. Dayshift will attempt to retrieve video for the Bar Staff.

Monday: 2/18/19 @ 1:10 p.m. / Burglary Vehicle / 808 Moody Lane: Two (2) employee vehicles were parked under the Moody Bridge. One (1) vehicle was unlocked with a window down and the other had the driver's side window smashed out. No suspects.

Monday: 2/18/19 @ 2:22 PM / Burglary Vehicle / 815 Moody Lane, Flagship Park: Driver's side rear window smashed out of a Dodge pickup while occupants were out on the T-docks fishing. No suspects.

Monday: 2/18/19 @ 7:31 a.m. / Warrant Service / 100 Block of Oak Lane: Officers received information with regards to a fugitive residing at a residence. The active, Felony arrest warrant for Violation of Community Control (Probation) was confirmed and the subject was located and arrested without incident. The arrested subject was transported to the Flagler County Inmate Facility.

Tuesday: 2/19/19 @ 2:56 p.m. / Narcotics - Arrest / 100 Block South 18th Street: A traffic stop was conducted for unlawful speed in the A1A construction zone. Upon the Officer approaching the vehicle an odor of marijuana was present. A search of the vehicle resulted in the recovery of approximately seven (7) grams of Marijuana and 1.5 grams of Cocaine from the center console. The Driver was arrested and transported to the Flagler County Inmate Facility without incident.

Wednesday: Captain Blanchette attended the City's Safety Meeting at the Fire Department from 9:00 a.m. to 10:30 a.m. During the meeting Captain Blanchette presented information on active assailants, which was well received by City Staff. Chief Doughney attended the weekly A1A Project Progress Meeting at the Atkins/Superior Office from 10:00 a.m. to 11:00 a.m. Updates from the meeting have been posted on social media and has also been relayed to all City Employees.

Wednesday: 2/20/19 @ 11:15 a.m. / Traffic Stop - Arrest / 2800 South Oceanshore Boulevard: A male subject was observed operating a gas powered bicycle on the City sidewalk. The subject was thirteen (13) years old and his Mother was contacted. The juvenile was released to his Mother and he was cited for driving on the sidewalk and for No Valid Driver's License.

Wednesday: Patrol conducted a Selective Traffic Enforcement Program (STEP) assignment (radar) in the area of 7th Street South and South Central Avenue (due to construction detour) from 3:15 p.m. to 3:50 p.m. Three (3) traffic stops were conducted, resulting in the issuance of one (1) State Traffic Citation and four (4) verbal warnings

Wednesday: Detective Vinci attended the weekly Crime Maps meeting at the Emergency Operations Center from 4:00 p.m. to 5:00 p.m. Captain Blanchette attended a Police Pension Board meeting at the Fire Department from 4:00 p.m. to 5:00 p.m.

Thursday: Patrol conducted a Selective Traffic Enforcement Program (STEP) assignment (radar) in the 1700 Block of South Oceanshore Boulevard from 8:00 a.m. to 9:10 a.m. Six (6) traffic stops were conducted, resulting in the issuance of five (5) State Traffic Citations and three (3) verbal warnings.

Daytona Assistance: Two (2) of our Officers assisted the Daytona Beach Police Department with traffic control associated with the Daytona 300 on Saturday, February 16th and the Daytona 500 of February 17th. Daytona Beach Police Chief Craig Capri requested mutual aid from our agency and he will reciprocate assistance for our July 4th Celebration.



FLAGLER BEACH POLICE DEPARTMENT
 Matthew P. Doughney, Chief of Police
 204 South Flagler Avenue
 Flagler Beach, FL 32136
 386.517.2023

Chief's Weekly Report

From: Friday	2/22/2019		To: Thursday		2/28/2019
Calls For Service	66	Felony Arrest	0	Reports Written	17
Self-Initiated	66	Misd. Arrest	3	Comm. Policing	21
Traffic Stops	129	City Ordinance	3	Security Checks	234
				Citations Issued	41
				Warnings (Written/Verbal)	121

Chief's Weekly Summary

Friday: Chief Doughney attended the monthly Volusia/Flagler Police Chief's Association meeting, which is held at the Daytona International Airport from 10:00 a.m. to 11:00 a.m.

Friday: 2/22/19 @ 11:32 p.m. / Missing Person Adult / 2805 South Oceanshore Boulevard (High Tides @ Snack Jacks): A seventy-one (71) year old female was last seen at High Tides @ Snack Jacks at approximately 8:17 p.m. The female departed the area in a 2004 silver in color Honda CRV. The female's tag was acknowledged on a License Plate Reader (LPR) in north St. Johns County at 10:16 p.m. The female was entered as a Missing Person and a "Be On the LOOKOUT" (BOLO) was issued to surrounding counties. **Update:** The missing person was recovered unharmed in St. John's County at approximately 8:15 a.m. Her family was subsequently notified. **Great Job!**

Saturday: 2/23/19 @ 7:06 p.m. / Traffic Stop - Arrest / 100 Block of 7th Street South: A Patrol Officer conducted a traffic stop due to having personal knowledge that the Driver did not have a valid license. The Driver was taken into custody and transported to the Flagler County Inmate Facility for Driving While License Suspended (with knowledge).

Saturday: 2/23/19 @ 11:58 p.m. / Physical Disturbance / 101 North Oceanshore Boulevard (Finn's): A Patrol Officer observed two (2) male subjects fighting in the street. One (1) of the males had a small laceration to his nose and refused medical treatment from Rescue 11. Neither of the subjects wanted to pursue criminal charges and they left the area separately. A Police report was completed to document the incident.

Sunday: 2/24/19 @ 8:21 p.m. / Narcotics - Arrest / 2000 Block of North Oceanshore Boulevard: A traffic stop was conducted for an equipment violation. Upon the Officer approaching the vehicle, an odor of Marijuana was present. The Driver was issued a Notice to Appear in Court and was and released without incident.

Sunday: 2/24/19 @ 10:55 p.m. / Baker Act / 312 Moody Boulevard (Dollar General): A transient male subject was found sleeping in the parking lot. The male was highly intoxicated and also stated that he wished to harm himself. The male was taken into protective custody and transported to Halifax Hospital without incident.

Monday: Patrol Officers conducted radar operations in the 1700 block of South Oceanshore Boulevard from 7:50 a.m. to 8:50 a.m., which resulted in six (6) traffic stops. Radar enforcement was also conducted on South Daytona Avenue between 9th and 12th Streets. The enforcement was conducted between 4:30 p.m. and 5:00 p.m. There were no violations observed.

Tuesday: Chief Doughney and Captain Blanchette participated in a conference call for the monthly Interagency meeting hosted by Stewart-Marchman Healthcare. The multidisciplinary meeting focuses on addressing any problems, issues or concerns that arise with regards to mental health services in Volusia and Flagler County.

Wednesday: Chief Doughney and Captain Blanchette attended the weekly SRA1A Progress meeting at the Atkins/Superior Office from 10:00 a.m. to 11:00 a.m. Chief Doughney attended the Quarterly Circuit 4 & Circuit 7 - Child Abuse Death Review Committee meeting in St. Augustine from 2:30 p.m. to 3:45 p.m.

Wednesday: 2/27/19 @ 9:30 p.m. / Criminal Mischief / 100 Block of Village Drive: Officers were dispatched to a verbal argument between roommates. Prior to Officers arrival one (1) of the roommates broke the others roommate's laptop and departed the residence. The suspect was not located and a charging affidavit was completed and forwarded to the State Attorney's Office for review.

Thursday: 2/28/19 @ 6:59 a.m. / Narcotics - Arrest / 200 Block of 12th Street South: Patrol Officers were monitoring stop signs on South Central Avenue due to the AIA detour and a traffic stop was conducted for a stop sign violation. Upon the Officer approaching the vehicle, the odor of burnt Marijuana was detected. The investigation revealed that the Driver had been operating the vehicle with a suspended license and he was arrested without incident. The Driver was charged with Driving While License Suspended (with knowledge) and Possession of Drug Paraphernalia. The subject was transported to the Flagler County Inmate Facility.

Sea Dune Parking: Officers issued five (5) City parking citations this week for unlawful parking on the sea dunes.

Beach/Parks/Recreation

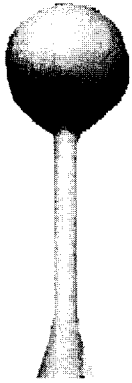
Weekly Highlights Feb 20-27, 2019

- Registered to attend Flagler County Schools Summer Camp Expo on March 21st.
- Assisted with ‘Kids Town Hall Meeting’ on 2/26.
- Ran the ATV’s and Polaris. One ATV needs to be serviced.
- The annual pinewood derby races are scheduled for this coming First Friday. The weather forecast is questionable.
- Attended quarterly safety meeting at the Firehouse.
- Continued to circulate lifeguard job position posters throughout Flagler County.
- Began tentative beach staffing for Spring Break.
- New lifeguard towers have been completed. We will be making arrangements to get them to Flagler Beach.
- Still waiting on Ormond Outpost to service the Polaris, ATV and lifeguard trailers.
- Completed final draft of the 2019-20 annual budget.
- Have been watering the dune plants behind the lifeguard headquarters every other day. Coordinated with Kim Carney to have dune plants repotted.
- Met with committee for the Coquina Cup to discuss City staffing needs for the event.
- Began planning for the annual Easter Egg Hunt. Either Pyramid D.J.’s or Salty Church will be coordinating the event this year.

Beach/Parks/Recreation

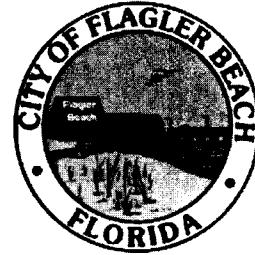
Weekly Highlights Feb 27 – March 6, 2019

- Met with Chris Nelson to discuss plan for removal Brazilian Peppers throughout the City. Chris outlined suggestions to control the Brazilian Peppers in various areas of the city.
- Ormond Outpost looked at the 20-foot trailer. Scott suggested that the bottom frame be sanded and undercoated to prevent rusting. Ormond Outpost will do the job.
- Ran the ATV's and Polaris. Delivered one ATV to Ormond Outpost for annual service.
- First Friday was on February 1st. Despite a brief rain shower at 5:00, the event was well attended.
- Scheduled beach staffing for Spring Break. Lifeguards will be posted as beach conditions necessitate. Lifeguard locations will be altered as impacted by road construction.
- New lifeguard towers have been completed. We will be picking them up from Deland next week.
- Met with city staff to present final draft of the 2019-20 annual budget.
- Have been watering the dune plants behind the lifeguard headquarters every other day.
- Met with committee for the Coquina Cup to discuss City staffing needs for the event.
- Met with Vern from Pyramid D.J.'s. His staff will be coordinating the annual Easter Egg Hunt this year.



City of Flagler Beach

Water Treatment Plant



To: Fred Griffith, City Engineer

From: Jim Ramer, Water Plant Superintendent

Subject: Monthly Report for February 2019

March 1, 2019

In February we produced 15,438,000 gallons of drinking water. This amount was 332,000 gallons less than the amount we treated in January. Rainfall for the month of February was .97 inches. We used 4,800 Gallons at the plant and used 0 Gallons on irrigation. We found a bad solenoid on the irrigation system and we haven't repaired yet. The fire department used 10,000 gallons. We flushed 62,500 gallons on Seaside Landings due to low chlorine residual this month. We flushed the hydrant on plant grounds due to high chlorine residual. We used 9,400 gallons.

We have routine duties that are performed every day on each of the shifts. Samples taken every hour to make sure we keep the chemistry of the water within the parameters for DEP. We regularly perform over 200 tests on the City water and raw water daily between the three shifts. We do routine plant maintenance. We mow the plant grounds. We take well samples and draw downs for St. Johns River Water Management, also keeping daily records for the monthly reports that are required to be turned into the Department of Environmental Protection Agency every month. We also do quarterly reports for DEP on disinfection byproducts. We have the mid night shift flush the trains with high pH permeate water. We do yearly TTHM and HAA5 tests.

DEP requires us to take 5 bacteriological samples from the distribution system monthly, according to our population. All samples passed on February 12th.

I have Jason Oakes perform weekly vehicle checks. He checks all the fluids such as Brake fluid, windshield wiper fluid, transmission fluid, and all the lights.

We cleaned both Degasifiers.

We repaired outside light at the South Tank.

We cleaned train #2. We cleaned train #3.

We reset auto timer on Million Gallon Tank Booster Station generator. It allows the generator to run 1 hour per week to exercise.

We lost about 200,000 gallons' son a water main break on 200 S. 15th St.

We cleaned out our neutralization pit with the help from the T & D Department.

We installed new outdoor lights at the Million Gallon Tank Booster Station. The old ones where corroding and couldn't get parts for them anymore.

We cleaned rust off our CIP prefilters canister.

We collected our third quarter VOC'S, SOC'S, and RAD'S for DEP. We collected our monthly bacteriological test for DEP.

We repaired locks on gates leading to well field.

We had Flagler Fence repair fence at the South Tank for security reasons. They found more damage when they did the work we suggested.

We had a tour with representatives from Flagler County.

We prepped and painted fuel tank and worked on the wiring to the PLC from the new generator at the Million Gallon Tank Booster Station by doing the work ourselves it saved the City around \$1,000. We painted the fuel tank at the Million Gallon Tank Booster Station 2nd coat.

We collected our quarterly well samples for St Johns River Water Management District.

We cleaned our chlorine injector.

We changed out the check valves on our lift station with the help from Matt of the sewer plant.

We repaired a leak on our antiscalant system.

We replaced the F-150 wind shield wiper motor.

We contacted gov deals about putting our old generators from the old plant and Million Gallon Tank Booster Station up for auction.

We started sanding, chipping the staunches in front of the plant for painting.

