CITY COMMISSION REGULAR MEETING AGENDA

Thursday, April 24, 2025 at 5:30 PM

City Commission Chambers – 105 S. 2ND Street, Flagler Beach, FL 32136

ALL MEETING ITEMS WILL BE CONTINUED UNTIL MEETING IS COMPLETE.

1. **Call the meeting to order**
2. **Pledge of Allegiance followed by a moment of silence to honor our Veterans, members of the Armed Forces and First Responders**
3. **Proclamations and Awards**
   - **a.** Celebrating the Flagler Beach Centennial.
4. **Deletions and changes to the agenda**
5. **Public comments regarding items not on the agenda**

   Citizens are encouraged to speak. However, comments should be limited to three minutes. A thirty-minute allocation of time for public comment on items not on the agenda. Each speaker has up to three-minutes to address the Chair, and one opportunity to speak, no time can be allotted to another speaker.
6. **Consent Agenda**
   - **a.** Approve the Regular and Workshop Meeting Minutes of April 10, 2025.
   - **b.** Approve a one-year insurance renewal proposal for the pier from Axis Insurance Company.
   - **c.** Approve a Participant Agreement for Disaster Debris Removal and Disposal Services as part of Flagler County Cooperative Contract 25-RFP-029 and authorize Mayor to sign same.
7. **General Business**
   - **a.** FY24 Audit Presentation.
   - **b.** FY25 Second Quarter Financial Report.
   - **c.** Resolution 2025-22. A Resolution by the City Commission of the City of Flagler Beach, Florida, authorizing the purchase of 50 manhole rings/covers (Project # 616) from Ferguson Waterworks for the City of Flagler Beach, in an amount not to exceed $44,975.00; providing for conflict and an effective date.
   - **d.** Resolution 2025-40. A Resolution by the City Commission of the City of Flagler Beach to amend Resolution 2024-40 that awarded a contract to McKim & Creed Inc. to complete the requirements of a Consent Order between the City of Flagler Beach and the Florida Department of Environmental Protection with a budget amendment to cover the expense, to reflect the budget amendment would transfer funds from the Unrestricted Utility Reserves line to Professional Services, Project # 571; providing for conflict and an effective date.
   - **e.** Resolution 2025-41. A Resolution by the City Commission of the City of Flagler Beach to approve the Professional Services Agreement proposed by McKim & Creed Inc. to complete tasks outlined in Exhibit "A" Scope of Services Summary in response to the Florida Department of Environmental Protection's Amended Consent Order, Case #23-0409 for a fee not to exceed $41,646.00 under Project # 571 and a budget amendment to cover the expense; providing for conflict and an effective date.

f. Resolution 2025-42. A Resolution by the City of Flagler Beach, Florida, repealing Resolution 2025-08 Exhibit "B" Fee Schedule for Solid Waste Collection and adopting a revised Solid Waste Collection fee schedule; providing for conflicts and an effective date.

g. Resolution 2025-43. A Resolution by the City Commission of the City of Flagler Beach providing a temporary reduction in certain building permit fees; providing for sunset of reduced fees; providing for conflict and an effective date.

8. Staff Reports

a. City Attorney:

b. City Manager:

c. City Clerk:

9. Commission Comments

a. Commission comments, including reports from meetings attended.

b. Public comments regarding items not on the agenda. Citizens are encouraged to speak. However, comments should be limited to three minutes. *A thirty-minute allocation of time for public comment on items not on the agenda. Each speaker has up to three-minutes to address the Chair, and one opportunity to speak, no time can be allotted to another speaker.*

10. 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. 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.

A PROCLAMATION CELEBRATING
The Centennial
Of
Flagler Beach

WHEREAS, April 16th, 2025 marks the 100th Anniversary of the incorporation of Flagler Beach; and as Flagler Beach celebrates this Centennial, it is fitting to recognize the City of Flagler Beach on the occasion of this special milestone and to applaud its distinguished history; and

WHEREAS, the City of Flagler Beach has a total area of six square miles: a population of over 5,200 residents and miles of pristine sand beach. The view to the east is interrupted only by two buildings, the Flagler Beach Pier and High Tides Snack Jacks; and

WHEREAS, the Pier, the iconic symbol of Flagler Beach and Flagler County, began in 1926 and completed in 1928; and

WHEREAS, the City of Flagler Beach celebrates being named one of the 15 "Coolest Towns in America" in 2014; our beach is a protected habitat for nesting sea turtles; dolphins and whales can be seen from our shores; the entire city was designated a bird sanctuary in 1976.

WHEREAS, The City of Flagler Beach will proudly mark the 100th Anniversary of the incorporation of Flagler Beach with a series of celebrations throughout the Centennial, beginning with a Birthday Party on April 16, 2025.

NOW, THEREFORE, I, Patti King, Mayor of the City of Flagler Beach along with the City of Flagler Beach Commission do hereby commemorate this day, April 16, 2025 as the

100th Anniversary of the Incorporation of Flagler Beach

And encourage all citizens and visitors to honor the contributions of past local leaders who gave the best of their talents and energies to our community; to remember the City of Flagler Beach as being home to many and has shown its resilience as a community and to share the excitement of the City's future, knowing many chapters in its story are yet to be told.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the City of Flagler Beach to be affixed.

CITY OF FLAGLER BEACH, FLORIDA

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Patti King, Mayor

CITY COMMISSION REGULAR MEETING MINUTES

Thursday, April 10, 2025, at 5:30 PM

City Commission Chambers – 105 S. 2ND Street, Flagler Beach, FL 32136

Present: Mayor Patti King, Chairman James Sherman, Vice-Chairman Rick Belhumeur, Commissioners Eric Cooley, John Cunningham and Scott Spradley, City Attorney D. Andrew Smith, III, City Manager Dale L. Martin and City Clerk Penny Overstreet.

1. **Call the meeting to order:** Chairman Sherman called the meeting to order at 6:18 p.m.
2. **Pledge of Allegiance followed by a moment of silence to honor our Veterans, members of the Armed Forces and First Responders.** Mayor King led the pledge.
3. **Proclamations and Awards**
   - **a.** Proclamations were issued this week to: Flagler Volunteer Services for Volunteer Appreciation Month, Flagler County Sheriff's Communications Office for National Public Safety Telecommunications Week, and the Flagler County Advocate Alliance for Crime Victims' Rights Week. Mayor King reported the Proclamations were mailed.
4. **Deletions and changes to the agenda:** There were no changes to the agenda.
5. **Public comments regarding items not on the agenda:** Chair Sherman outlined the rules of Public Comment. Mark Imhoof spoke of a concerned citizen group in the Ocean Palm neighborhood and reported they are against the property being sold to the current lessee. Mr. Imhoof feels the golf course tenant is not fulfilling his end of the agreement and has not proven to be a good neighbor. Rich Phelan was against the sale of the golf course to the current lessee and was not in favor of enlarging the golf course. Mike Taylor from Port St. Lucie spoke of the Jeff Gray arrest and felt his constitution rights were violated. Mark Dickenson spoke of the history of one of our officers and the Jeff Gray arrest. Michael Danniels, Jacksonville, here to support Jeff Gray. Eric Roberts read a statement on the record regarding Mr. Gray and felt Officer Yelvington needs to be held accountable. John Felix member of a Transparency Accountability Coalition TAC-US.org spoke in support of Jeff Gray. Shawn Berry expressed his concern of the officers having the ability to shut off their body cameras while making an arrest. Name (in audible) in support of Jeff Gray. Robbie Roberts spoke in support of the Police Department and Chief Doughney. Attorney Smith indicated the Jeff Gray matter is under investigation with the Flagler County Sherrif's office. Chief Doughney to send Body Cam Policy to Commissioner Cooley. Commissioner Cooley inquired about the status of the internal investigation. Attorney Smith indicated it is being investigated by an outside agency. Proud American wanted to hear from the Chief.
6. **Consent Agenda**
   - **a.** Approve the Regular Meeting Minutes of March 27, 2025.
   - **b.** Approve a waiver to Chapter 6, Article V, Rules and Regulations for Parks; Section 6-73 (20) & (23), to allow the consumption and sale of alcohol in Veteran's Park for the Centennial Dinner Event scheduled for June 14, 2025.

   Motion by Commissioner Belhumeur, seconded by Commissioner Cooley to approve the Consent Agenda. The motion carried unanimously.
7. **General Business**

a. Approve Commission Appointments to the Flagler Beach Fire and Police Pension Boards. City Clerk Overstreet reviewed the positions open on each Board. The requirement is for appointees to be a city resident. Commissioner Belhumeur indicated his desire to remain on the Police Pension Board and Commission Cunningham volunteered for one of the Fire Pension Board vacancies. Mayor King volunteered to fill the remaining Fire Pension Board spot. Laura Hacket indicated she would like to remain on the Police Pension Board as a citizen representative. Motion by Commissioner Belhumeur, seconded by Commissioner Cooley to appoint Mayor King and Commissioner Cunningham to the Fire Pension Board and renew the terms for Commissioner Belhumeur and Laura Hackett on the Police Pension Boards. Chair Sherman opened public comments. No comments were offered, and public comment was closed. The motion carried unanimously.

b. Resolution 2025-38. A Resolution of the City Commission of the City of Flagler Beach, Florida, to award a contract to LADS Construction, LLC for an amount not to exceed $ 116,975.10 to repair Flagler Beach City Hall and Police Department damages, (Project # 285), that were sustained during Hurricane Milton, providing for conflict and an effective date. Attorney Smith read the title of the resolution into the record. Commissioner Cooley asked for the financial breakdown. Mr. Martin reported 75% covered by FEMA and what is not covered will be due from the city. Commissioner Cunningham needed clarification of what was included in the scope. City Clerk Overstreet stated all work would be the interior, apart from the Museum entry. Chairman Sherman opened public comments. No comments were received. Public comment was closed. Motion by Commissioner Belhumeur, seconded by Commissioner Spradley, to approve Resolution 2025-38. The motion carried unanimously, after a roll call vote.

c. Resolution 2025-39. A Resolution by the City Commission of the City of Flagler Beach, Florida, approving a contract between the City and NEU Urban Concepts, LLC, for Mobility Fee Consulting Services in an amount not to exceed $140,000; providing for conflict and providing an effective date. Attorney Smith read the title of the resolution into the record. Motion by Commissioner Belhumeur, seconded by Commissioner Spradley to approve Resolution 2025-39. Chairman Sherman opened public comments. Mark Imhoof inquired "what is a mobility fee?" Robbie Robert felt the contract was high for the assignment. Rich Phelan needed clarification about why the city needed this service. Public comment was closed. Attorney Smith responded a mobility study has nothing to do with vehicles, it studies the traffic patterns, not just vehicular but multi-mobile (pedestrian, bicycles, electric bicycles, golf carts) and how everything interacts to develop a plan to keep them all moving and safely. Mobility fee is another type of impact fee so when new development comes into the city, the development would be charged the impact fee. The study is required by the State to impose a mobility fee. The motion carried unanimously, after a roll call vote

8. Public Hearings: None.

9. Staff Reports

a. City Attorney: Attorney Smith the CRA Bills continue to move forward through the committees. If approved into law, it would end CRA projects and end the redevelopment work. He urged the public to reach out to their legislature.

b. City Manager: Mr. Martin reported Mr. Bhoola has a relationship with Senator Leek and indicated he will reach out to defend the CRA. He reported the community dinner offerings have been completed; the tickets are $40. When a person buys a ticket, the ticket holder will choose their dinner. Mr. Martin suggested the creation of a permanent Parks Committee and removing the task driven ad hoc appointment. He updated the Commission that the cost of the equipment has increased since the grant was originally submitted. There may be a chance he will need to approach them for extra funding. He requested the scheduling of a CRA Special Meeting on May 22, 2025. He reported the loan has been signed for the period.

c. City Clerk: No report.

10. Commission Comments

a. Commission comments, including reports from meetings attended. Mayor King reported that she received a Centennial Proclamation from the Board of County Commissioners, and she invited each Commissioner to attend the Birthday Celebration, April 16th from 4:00 to 7:00 p.m. She thanked staff for those that worked on the watermain break. Commissioner Belhumeur informed the public that the Volusia/Flagler TPO is holding an open house on April 28th at the Palm Coast Community Center, more information is available on the City's Facebook and the website. He asked about events and moving the barricades and limiting access to Mr. Cinelli's parking lot. Commissioner Cunningham requested the installation of a children's swing at Silver Lake Park. Commissioner Cooley spoke about event barricades and his belief that there is no communication regarding the closures and where they will be putting barricades. Commissioner Cooley spoke of the recent closures on A1A for FDOT street resurfacing. Commissioner Cooley reported South Central Avenue by the Golf Course is being destroyed by FDOT's contractor and the heavy equipment traversing the road. He would like Mr. Martin to obtain a written commitment from FDOT that the street will be repaired. Commissioner Cooley pointed out the verbal harassment Mr. Martin withstood from Mrs. Streit at the end of the last meeting. He felt the Commission should not ask the City Manager to hold a meeting with someone who cannot be civil. Commissioner Sherman reported there will be a green light arrow at Roberts Road and John Anderson coming out of Publix. Chair Sherman would like to send a letter to the County Commissioners regarding the County Maintenance of the beach and encouraged the residents to lobby the County Commission. A consensus was reached to have Dale draft the letter. In the absence of alternatives, Commissioner Spradley felt the letter was a good idea and would like the residents to reach out to the County Commissioners.

b. Public comments regarding items not on the agenda. Anthony Cinelli spoke about the barricades used at First Friday. Specifically, how the band, then vendors unload and are often three wide in the street. People unaware of the barricades turn in off A1A and either back out or block traffic. He felt there was no management of traffic. He appreciated all the work of staff on getting the water back on the other day and he supports our Police. Rich Phelan inquired about the charges for water for the Veranda Bay development. Mark Imhoff asked how residents can obtain the information to send to the County Commission. Commissioner Sherman spoke of the number of avenues available for communication. Attorney Smith explained the contractual agreement that was made for the Water Service Area.

11. Adjournment: Motion by Commissioner Belhumeur to adjourn the meeting at 7:41 p.m.

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James Sherman, Chairman

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Penny Overstreet, City Clerk

CITY COMMISSION WORKSHOP MEETING MINUTES

Thursday, April 10, 2025, at 5:00 PM

City Commission Chambers – 105 S. 2ND Street, Flagler Beach, FL 32136

Present: Mayor Patti King, Chairman James Sherman, Vice-Chairman Rick Belhumeur, Commissioners Eric Cooley, John Cunningham and Scott Spradley, City Attorney D. Andrew Smith, III, City Manager Dale L. Martin and City Clerk Penny Overstreet.

1. **Call the meeting to order:** Chairman Sherman called the meeting to order at 5:00p.m.

2. **General Business**

   a. Presentation related to Paid Parking - Passport, Inc. Mr. Martin reviewed the history of how the presentation came to us. Alexandrea Wells, Regional Director at Passport. Michael Prince, Account Executive at Passport. Ms. Wells and Mr. Prince reviewed a Power Point Presentation on Passport and their goals. Ms. Wells spoke of the capabilities of the Passport Parking App. The presentation showed examples of the signage, and Ms. Wells indicated the initial signs are provided at no additional cost as a part of the initial agreement. Mr. Prince spoke of the services Passport offers its customers like implementation of a resident program, where you can upload all the resident plates and provide residents a free or discounted rate. Commissioner Belhumeur inquired how many zones there would be. Ms. Wells replied they would work with the city based on what is best, for time limits and rates maybe 2 hours or 5 hours. Commissioner Spradley if residents have a pass what are the logistics. Mayor King asked how this would work with golf carts, just for carts having a printable pass. Commissioner Belhumeur asked how enforcement is done. Ms. Wells responded there is built in monitoring within passport, beyond that there are ways you can search the plates. Mayor King inquired how long it took to implement, from scope, design, to implementation. Ms. Wells responded 60 to 90 days close to 60. Chair Sherman opened public comments. Steven Combs, Michael Taylor, Michael Daniels, Gerald Shields, George Nathanson, all non-residents spoke in opposition to the implementation of paid parking. Residents Robbie Robert and Lawrence Whitmer did not see the need for paid parking. Resident Rich Phelan was opposed to paid parking for residents. Residents Laura Hackett, Ken Bryan, Paul Mykytka, Ted Barnhill, Darryl Reynolds and Anthony Cinelli spoke in favor of paid parking. Business owner Jackie Buckingham asked questions about who would compensate the customers of businesses. Chairman Sherman closed public comment. Chairman Sherman indicated this topic would be on the Strategic Planning Session agenda. Commissioner Cooley indicated this is initial discussion, and there would be opportunity for public input at future meetings.

3. **Adjournment:** Motion Commissioner Cooley to adjourn the meeting at 6:17 p.m.

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James Sherman, Chairman

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Penny Overstreet, City Clerk

STAFF REPORT

City Commission Regular Meeting

April 24, 2025

To:	Elected Officials
From:	Dale L. Martin, City Manager
Date:	April 18, 2025
Item Name:	Approve a one-year insurance renewal proposal for the pier from Axis Insurance Company.

Background: Due to the upcoming Federal Emergency Management Agency (FEMA) Pier Project, the City is required to maintain insurance for the first 100 feet. Construction of the new pier is planned for June 2025. Staff is recommending keeping the limit of insurance at $485,750.00 to provide coverage for the first 100 feet of the pier and debris removal, if needed. This option was reviewed by the Florida Division of Emergency Management Insurance Lead, who indicated that it complied with the City's current (FEMA) Pier Project, Project Worksheet (PW) # 920.

Fiscal Impact: The renewal premium for this option is $90,754.00, which is no increase to last year's premium.

Staff Recommendation: Staff recommends approval of the one-year renewal through Axis Insurance Company.

Attachment: Pier Insurance Proposal from Brown and Brown.

CITY OF FLAGLER BEACH

INSURANCE PROPOSAL

Commercial Property for Pier and Lifeguard Towers
Effective: 05/17/2025 to 05/17/2026

Presented By:

Don Sciotto
CRIS, ARM, MLIS, CCIP
Vice President

300 North Beach Street, Daytona Beach, FL 32114

This document contains only a general description of the coverage(s) and does not constitute a policy/contract. For complete policy information, including exclusions, limitations, and conditions, refer to the policy document. In the event of any differences between the policy and this summary, the policy will prevail.

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* ***All coverages, forms and limits are presented strictly for the purpose of this proposal and do not constitute an insurance policy or contract.***

CLIENT SERVICE TEAM

PRODUCER	Don Sciotto Senior Vice President CRIS, ARM, MLIS, CCIP
Email	Don.Sciotto@bbrown.com
Phone	(386) 239-5755
ACCOUNT MANAGER	Brianna Rossi
Email	Brianna.Rossi@bbdaytona.com
Phone	(386) 267-8940
CLAIMS ANALYST	Jessica Adjemian
Email	Jessica.Adjemian@bbrown.com
Phone	(386) 333-6060
MAIN OFFICE PHONE	(386) 252-9601
TOLL FREE OFFICE PHONE	(800) 877-2769

AXIS Surplus Insurance Company

PROPOSED PROPERTY COVERAGE

Client ultimately chooses value insured

Location of Premises / Schedule of Values:	
1/1: Flagler Beach Pier: 215 South A1A; Flagler Beach, FL 32136	
Pier / Outdoor Property (100% of Values of Interest)	*$3,756,000*
1/2: Lifeguard Rescue Operations / Tower: 215 South A1A; Flagler Beach, FL 32136	
Lifeguard Tower (100% of Values of Interest)	*$130,000*
Total Values of Interest	***$3,886,000***

Description of Property Insurance Purchased:	Limit Purchased:
Limits Purchased (1/8th of Total Values of Interest)	**$485,750**
Sub-limits: part of the total limit purchased; Not in addition to	
Real Property	Included
Business Personal Property	No Coverage
Personal Property of Others	No Coverage
Accounts Receivable	No Coverage
Debris Removal	$25,000
Fire Department Service Charge	$1,000
Limited Coverage for Fungus, Wet Rot or Dry Rot In the Aggregate	$10,000
Pollutant Clean Up and Removal In the Aggregate	$10,000
Property in Transit	$10,000
Property off Premises	No Coverage
Valuable Papers & Records	$1,000
Time Element Business Income Including Rental Value	No Coverage
Time Element Extra Expense	No Coverage
Extended Business Income	No Coverage
Convective Storm: *AXIS is only responsible for 1/8th*	$3,886,000
Named Storm: *AXIS is only responsible for 1/8th*	$3,886,000

AXIS Surplus Insurance Company

PROPOSED PROPERTY COVERAGE (*Continued)*

Client ultimately chooses value insured

Earthquake Coverage: AXIS is only responsible for 1/8th	**Limits of Coverage:**
Earthquake Aggregate Limit: *AXIS is only responsible for 1/8th*	**$3,886,000**
Earthquake Sprinkler Leakage	No Coverage
Geographical Territories: AXIS is only responsible for 1/8th	
California	No Coverage
Pacific Northwest Earthquake Territory	No Coverage
Hawaii	No Coverage
All Other Geographical Territories Not Set Forth Above	$3,886,000

Flood Coverage: AXIS is only responsible for 1/8th	**Limits of Coverage:**
Flood Aggregate Limit: *AXIS is only responsible for 1/8th*	**3,886,000**
Geographical Territories: AXIS is only responsible for 1/8th	
High Hazard Flood Zones	$3,886,000
Zone B, X (shaded) or X500	$3,886,000
All Geographical Territories Not Set Forth Above	$3,886,000

Deductibles:	
Convective Storm Per Occurrence	$388,600
Named Storm Per Occurrence	$388,600
Flood Per Occurrence High Hazard Zones Zone B or Shaded X or X500	$388,600 $388,600 $388,600
Earthquake Per Occurrence	$388,600
All Other Perils Per Occurrence	$10,000

Coinsurance & Valuation:
Coinsurance – 80%
Replacement Cost Valuation Coverage: *AXIS is only responsible for 1/8th*
Agreed Value Coverage

NOTE:

Detached walls, fences, free-standing property improvements such as athletic equipment, windscreens, light poles, or signs are not covered unless specifically scheduled on the policy.

AXIS Surplus Insurance Company

PROPOSED PROPERTY COVERAGE (*Continued)*

Client ultimately chooses value insured

Description of Coverage Forms, Endorsements & Exclusions include (but are not limited to):
Standard Policy Forms, Endorsements & Exclusions as issued by ISO or Carrier
Surplus Lines Broker Statement
Policyholder Disclosure - Notice of Terrorism Insurance Coverage
Policyholder Notice
Service of Suit
Policyholder Notice - Economic And Trade Sanctions
AXIS Property Form
Signature Page
Schedule of Valuable Papers and Records
Earthquake Endorsement
Flood Endorsement
Roof Surfacing Limited Exclusion Endorsement
Roofing Material Valuation Condition Endorsement
Convective Storm And Named Storm Deductibles Endorsement
Coastal Minimum Premium Endorsement
Convective Storm And Named Storm Coverage Endorsement
Minimum Earned Premium Endorsement – 35%
Cancellation And Nonrenewal Endorsement – Florida
Loss Condition Endorsement - Assignment of Benefits Fully Prohibited
Docks, Piers and Wharves Endorsement

AGREED VALUE ENDORSEMENT
(IF APPLICABLE)

Coverages Provided: The insurance company agrees to waive the Co-insurance Clause, thus eliminating your potential penalty for buying an inadequate amount of insurance to meet the co-insurance requirement.

CO-INSURANCE EXAMPLES
(IF APPLICABLE)

The co-insurance clause is found in almost every property policy. It states that the insurance company will not pay the full amount of any loss if the covered property is, for whatever reason, covered for less than the required insurable value at the time of loss. Required insurable value equals the value of the covered property at the time of loss multiplied by the co-insurance amount.

Examples of Co-Insurance at 80%

Building Value	Insurance Carried	Loss	Insurance Pays
1) $100,000	$100,000	$60,000	$60,000
2) $100,000	$ 80,000	$60,000	$60,000
3) $100,000	$ 70,000	$60,000	$52,500 *

* Did (70,000) / Should (80,000) X Loss = 7/8 Paid

OR

Examples of Co-Insurance at 90%

Building Value	Insurance Carried	Loss	Insurance Pays
1) $100,000	$100,000	$60,000	$60,000
2) $100,000	$ 90,000	$60,000	$60,000
3) $100,000	$ 80,000	$60,000	$53,333 *

* Did (80,000) / Should (90,000) X Loss = 8/9 Paid

OR

Examples of Co-Insurance at 100%

Building Value	Insurance Carried	Loss	Insurance Pays
1) $100,000	$100,000	$60,000	$60,000
2) $100,000	$ 70,000	$60,000	$42,000 *

* Did (70,000) / Should (100,000) X Loss = 7/10 Paid

SUMMARY OF PROPOSED PREMIUMS AND RELATED INFORMATION

Premiums:	Expiring: Basis 1/8th of Values	Renewal: Basis 1/8th of Values
Property: Pier and Lifeguard Tower	$ 90,000.00	$ 90,000.00
Fees / Surcharges / Taxes	$ 754.00	$ 754.00
Total Premium	**$ 90,754.00**	**$ 90,754.00**

Options: Premiums include any applicable fees / surcharges / taxes	
Property Terrorism - Included at $0.00	Included Above

PAYMENT PLAN OPTIONS

Line of Coverage:	Carrier:	Billing:	Payment Option:
Property	AXIS Surplus	Agency Bill	• Annual premium is due in full.

BINDING SUBJECTIVITIES

Line of Coverage:	Carrier:	Items Needed to Bind Coverage:
Property	AXIS Surplus	• Fully completed, signed, and dated Acord application matching coverage. • Signed, and dated Surplus Lines Disclosure form

Please refer to the individual coverage parts for terms and conditions that this proposal may be subject to. This proposal is based upon the exposures to loss made known to the Agency. Any changes in these exposures (i.e., new operations, new products, additional states of hire, etc.) need to be promptly reported to us in order that proper coverage(s) may be put into place.

Payment is due within 10 days of binding.

As a course of business, Brown & Brown Insurance Services, Inc is required to pay premiums to insurers on a monthly basis. In return, we appreciate timely payments by our clients. Outstanding balances over 30 days may be subject to cancellation.

A.M. BEST FINANCIAL RATING

The insurance company providing coverage has the following A. M. Best* Financial rating:

*** Rating Guide:** A++ to C- = Highest to lowest rating
XV to I = Largest to smallest rating

	Line of Coverage:	Carrier:	Rating for Stability:	Rating for Assets / Surplus:
**	Property	AXIS Surplus Insurance Company	A	XV

***** Denotes excess & surplus lines insurance company. See attached Statement Acknowledging that Coverage has been placed with a Non-Admitted Carrier. Please review and return to Brown & Brown. Brown & Brown does not have direct binding authority with this excess and surplus lines market.***

A.M. BEST FINANCIAL RATING *(Continued)*

A Best's Financial Strength Rating is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. It is based on a comprehensive quantitative and qualitative evaluation of a company's balance sheet strength, operating performance and business profile.

Financial Strength Rating Guide	
Secure	*Vulnerable*
A++, A+ (Superior)	**B, B-** (Fair)
A, A- (Excellent)	**C++, C+** (Marginal)
B++, B+ (Good)	**C, C-** (Weak)
	D (Poor)
	E (Under Regulatory Supervision)
	F (In Liquidation)
	S (Suspended)

Financial Size Category Guide			
Class	*Adj. PHS ($ Millions)*	*Class*	*Adj. PHS ($ Millions)*
I	Less than 1	**IX**	250 to 500
II	1 to 2	**X**	500 to 750
III	2 to 5	**XI**	750 to 1,000
IV	5 to 10	**XII**	1,000 to 1,250
V	10 to 25	**XIII**	1,250 to 1,500
VI	25 to 50	**XIV**	1,500 to 2,000
VII	50 to 100	**XV**	2,000 or greater
VIII	100 to 250		

STATEMENT ACKNOWLEDGING THAT COVERAGE HAS BEEN PLACED WITH A NON-ADMITTED CARRIER

At my direction, Brown & Brown Insurance Services, Inc. – Daytona has placed my coverage in the surplus lines market. As required by [Florida Statute 626.916], I have agreed to this placement. I understand that superior coverage may be available in the admitted market and at a lesser cost and that persons insured by surplus lines carriers are not protected by the [Florida Insurance Guaranty Association] with respect to any right of recovery for the obligation of an insolvent unlicensed insurer.

I further understand the policy forms, conditions, premiums, and deductibles used by surplus lines insurers may be different from those found in policies used in the admitted market. I have been advised to carefully read the entire policy.

City of Flagler Beach
Named Insured

Signature of Insured's Authorized Representative Date

Printed Name of Authorized Representative Date

AXIS Surplus Insurance Company
Name of Excess and Surplus Lines Carrier

Commercial Property – Loss Limit for Pier and Lifeguard Tower
Type of Insurance

05/17/2025
Effective Date of Coverage

Don Sciotto W088665
Producing Agent Name License Number

APPENDIX

Brown & Brown INSURANCE®

INSURANCE COVERAGE REVIEW

Insured: _____ **Policy Term Date:** _____

Please advise if quotations for increased limits of liability or for any coverage listed below are requested:

E = Exposure; C = Coverage through Brown & Brown (if indicated with an "L", such coverage is being provided on a limited basis through an extension or enhanced endorsement and not by a stand-alone coverage form); Q = Quote for Limited or Uncovered Exposure

If coverage placed through another agent or broker and/or insured declines to discuss, mark section **CLIENT DECLINED QUOTE**

	E	C	Q
	Y/N	Y/L/N	Y/N
PROPERTY			
Buildings			
Business Personal Property			
Personal Property of Others			
Tenants Improvements & Betterments			
Business Income/Rental Income			
Extra Expense			
Leaseholder's Interests			
Boiler & Machinery (Equipment Breakdown)			
Building Ordinance or Law			
A. Loss to Undamaged Portion of Bldg			
B. Demolition Cost			
C. Increased Cost of Construction			
Earthquake			
Difference in Conditions			
Flood (Primary)			
Flood (Excess)			
Wind			
Off Premises Power Interruption			
Overhead Transmission Lines			
Glass			
Spoilage			
Mold / Fungi			
EIFS			
AUTOMOBILE			
Auto Liability			
Auto Physical Damage			
Drive Other Car Liability			
Drive Other Car Physical Damage			
Hired & Non Owned Liability			
Hired Car Physical Damage			
PIP: Ext Additional. Broad			
Rental Reimbursement (Private Passenger)			
Rental Reimbursement (Commercial Vehicles)			
Uninsured/Underinsured Motorist (Primary)			
Garage Liability			
Garage Keepers Liability			
Garage Keepers Physical Damage			
Trucker's Liability			
Unladen Liability			
Trucker's Physical Damage			
Trailer Interchange			

CRIME			
Employee Dishonesty (1st Party)			
Employee Dishonesty (3rd Party)			
Computer Fraud/Funds Transfer			
Forgery or Alteration			
Social Engineering			
Money & Securities			
ERISA Bond			

	E	C	Q
	Y/N	Y/L/N	Y/N
LIABILITY			
General Liability			
Liquor Liability			
Employee Benefits Liability			
Errors & Omissions Liability/Professional			
Cyber Liability (1st Party)			
Cyber Liability (3rd Party)			
Intellectual Property			
Directors & Officers Liability			
Fiduciary Liability			
Employment Related Practices Liability			
Third Party Discrimination			
Owners/Contractors Protective Liability			
Pollution Liability (1st Party)			
Pollution Liability (3rd Party)			
Products Liability			
Product Recall			
Warehouse (or Bailee's) Legal Liability			
Watercraft Liability (Hull & P +I)			
Mold / Fungi			
Umbrella / Excess Liability			
EIFS			
INLAND MARINE			
Accounts Receivable			
Valuable Papers			
Bailee Coverage			
Computer/EDP			
Contractor's / Mobile Equipment			
Signs			
Installation Floater			
Rented / Leased Equipment			
Motor Truck Cargo			
Ocean Cargo			
Transit / Transportation			
Builders Risk / Course of Construction			
WORKERS' COMPENSATION			
Workers' Compensation			
Other States			
USL&H / Jones Act			
Stop Gap Liability			
Excess Employers Liability			
AIRCRAFT			
Aviation – Owned			
Aviation - Non-Owned			

MISCELLANEOUS			
International / Foreign Exposures			
Kidnap & Ransom			
Travel Accident			
Credit Insurance			
Terrorism			
Subsidence/Sinkhole			

This list of insurance coverage is for information purposes only and is not meant to be a complete list for all your insurance needs. The above analysis is based solely on information provided by the client. Coverage indicated by an "L" reflects coverage provided on a limited basis which may not be as broad as coverage purchased on a stand-alone coverage form, and may include lower limits, sub-limits, or few covered perils.

_____ **Insured Representative's Name / Title**

_____ **Date, Time & Location Process Was Completed With Insured**

_____ **Brown & Brown Representative Signature**

ELECTRONIC DELIVERY DISCLOSURE FORM

The increase in electronic business transactions has brought about the Uniform Electronic Transactions Act ("Act") to provide some uniformity and consistency regarding these transactions. This Act includes a consent provision on receiving electronic documents as well as the ability to withdraw your consent in the future.
Enclosed is a Consent Form that contains insurance industry-standard language that we are asking our clients to complete and return so that we can follow the provisions of this Act. This will allow us to provide you with quality, consistent delivery of documents according to your preference.
Please complete and return this form as follows:

1. Check one of the two boxes based on your preference as respects electronic delivery.
2. Provide the current authorized e-mail address
3. Sign and date the form
4. Return via e-mail, fax or regular mail

ELECTRONIC SELECTION / REJECTION OPTION FORM

☐ Selection of Electronic Insurance Policy Delivery Option

I select the option to receive my insurance policy and documents in connection with my policy electronically, for myself and all those covered under the policy. I acknowledge I may no longer receive paper copies of my insurance policy and supporting documents.

☐ Rejection of Electronic Delivery Option

I reject the option to receive my insurance policy and /or other supporting documents in connection with my insurance policy electronically, for myself and all those covered under the policy. I elect to receive paper copies of such documents.

Electronic Delivery Disclosure

The policyholder who elects to allow for insurance policy and/or other supporting documents in connection with the insurance policy to be sent to the electronic mail address provided should be diligent in updating the electronic mail address provided to Brown & Brown Insurance Services, Inc. if the address should change.

Print Name: _____

Authorized E-mail Address to receive documents: _____

Authorized Representative Signature: _____

Dated: _____

RELATED INFORMATION

Compensation. In addition to the commissions or fees received by us for assistance with the placement, servicing, claims handling, or renewal of your insurance coverages, other parties, such as excess and surplus lines brokers, wholesale brokers, reinsurance intermediaries, underwriting managers and similar parties, some of which may be owned in whole or in part by Brown & Brown, Inc., may also receive compensation for their role in providing insurance products or services to you pursuant to their separate contracts with insurance or reinsurance carriers. That compensation is derived from your premium payments. Additionally, it is possible that we, or our corporate parents or affiliates, may receive contingent payments or allowances from insurers based on factors which are not customer-specific, such as the performance and/or size of an overall book of business produced with an insurer. We generally do not know if such a contingent payment will be made by a particular insurer, or the amount of any such contingent payments, until the underwriting year is closed. That compensation is partially derived from your premium dollars, after being combined (or "pooled") with the premium dollars of other insureds that have purchased similar types of coverage. We may also receive invitations to programs sponsored and paid for by insurance carriers to inform brokers regarding their products and services, including possible participation in company-sponsored events such as trips, seminars, and advisory council meetings, based upon the total volume of business placed with the carrier you select. We may, on occasion, receive loans or credit from insurance companies. Additionally, in the ordinary course of our business, we may receive and retain interest on premiums you pay from the date we receive them until the date of premiums are remitted to the insurance company or intermediary. In the event that we assist with placement and other details of arranging for the financing of your insurance premium, we may also receive a fee from the premium finance company.

If an intermediary is utilized in the placement of coverage, the intermediary may or may not be owned in whole or part by Brown & Brown, Inc. or its subsidiaries. Brown & Brown entities operate independently and are not required to utilize other companies owned by Brown & Brown, Inc., but routinely do so. In addition to providing access to the insurance company, the Wholesale Insurance Broker/Managing General Agent may provide additional services including, but not limited to: underwriting; loss control; risk placement; coverage review; claims coordination with insurance company; and policy issuance. Compensation paid for those services is derived from your premium payment, which may on average be 15% of the premium you pay for coverage, and may include additional fees charged by the intermediary.

Questions and Information Requests: Should you have any questions, or require additional information, please contact this office at 1-800-877-2769 or, if you prefer, submit your question or request online at http://www.bbinsurance.com/customerinquiry/

SURETY BONDS

Brown & Brown has the capability to handle surety bonds. Our experienced professionals are proficient in Construction and Commercial Bonds. Construction bonds typically include Bid, Performance, Payment, Maintenance and Warranty bonds. Commercial bonds cover obligations typically required by law, statute or regulation. The following are just a few of the industry types that we can service:

- Condominium Associations
- Developers
- General Contractors
- Financial Services Industry
- Hazardous Materials and Waste
- Healthcare
- Manufacturing
- Oil & Gas
- Property Managers
- Restaurants
- Retail Industry
- Service Contractors
- Subcontractors
- Wholesalers/Suppliers/Distributors

Types of Commercial Bonds commonly written by Brown & Brown include:

Agricultural Dealers Bond	Medicare/Medicaid Bonds	Release of Lien Bonds
Appeal Bonds	Miscellaneous Bonds	Replevin Bonds
Citrus Dealer Bonds	Mobile Home Dealer Bonds	Right-of-Way Bonds
Court Bonds	Mortgage Broker Bonds	Seller of Travel Bonds
Customs Bonds	Motor Vehicle Dealer Bonds	Supply Bonds
Employee Dishonesty Bonds	Notary Public Bonds	Tax Bonds
Fidelity Bonds	Patient Trust Bonds	Title Agents Bonds
Franchise Dealer Bonds	Professional Solicitors Bonds	Utility Deposit/Payment Bonds
Fuel Tax Bonds	Public Official Bonds	Warehouse Bonds
Garnishment Bonds	Reclamation Bonds	Workers' Compensation Bonds
License & Permit Bonds	Recreational Vehicle Dealer Bonds	Yacht Broker/Salesman Bonds

For more information or questions, please contact our Bond Manager,
Tyler DeBord at 386-239-5703 or email at Tyler.DeBord@bbrown.com.

EMPLOYEE BENEFITS

Brown & Brown is an insurance intermediary for Employee Benefits insurance. We are experts in analyzing plan design information and claim experience in order to make sure our clients have the best employee benefits package for their employee's at the most competitive cost. We broker the following products:

- Medical Insurance – Fully Insured / Self Insured / Dividend Plans
- Consumer Driven Health Plans – H.S.A's / HRA's
- Dental Insurance
- Basic and Voluntary Life Insurance
- Short and Long Term Disability
- Vision Insurance
- Flex Spending Accounts
- Employee Assistance Plan
- COBRA Administration
- Voluntary Products
- Legal Plans

We also realize the service intensive nature of Employee Benefits packages. Therefore, we have experienced Account Executives and Account Managers to assist our clients with all aspects of employee benefit plans including:

- Guarantee Renewals 45-60 days in advance
- Billing, Claims, Eligibility issues
- Electronic Enrollment
- Open Enrollment Assistance
- Benefits at a Glance / Benefit Business Cards
- Compensation Statements
- HR/ Benefits Website
- Employee Surveys

For more information or questions, please contact our Employee Benefits Manager, Dustin Smurdon at 386-239-8889 or email at Dustin.Smurdon@bbrown.com

STAFF REPORT

City Commission Regular Meeting

April 10, 2025

To: Elected Officials

From: Dale L. Martin, City Manager

Date: April 07, 2025

Item Name: Approve a Participant Agreement for Disaster Debris Removal and Disposal Services as part of Flagler County Cooperative Contract 25-RFP-029 and authorize Mayor to sign same.

Background: Flagler County publishes a cooperative Request for Proposals (RFP) for Disaster Services on behalf of the governmental entities: Flagler Board of County Commissioners, City of Flagler Beach, City of Bunnell, City of Palm Coast, Town of Beverly Beach, and Town of Marineland (collectively referred to as "Agencies", individually as "County/Municipality"). This RFP is issued in accordance with and shall be governed by the provisions of Flagler County's Purchasing Policy and those of the Agencies. This RFP seeks to solicit competitive sealed proposals from qualified Proposers to assist the Agencies with Disaster Debris Removal and Disposal Services as described in the Scope of Services. It is the intent of the Agencies that this RFP will result in the selection of at least two experienced Proposers.

Each County/Municipality, at its discretion, will execute its own contract with the successful Proposer(s) in accordance with the County/Municipality's own purchasing policies and procedures. The contracts are for an initial three-year period with options for two one-year renewals.

Staff's intent is to contract with at least three disaster service providers from each RFP. This first Agreement is for Disaster Debris Removal. Forthcoming future meeting agendas will contain contracts for consideration for the following: Disaster Debris Removal and Disaster Debris Monitoring. Flagler County Emergency Operations indicated they will distribute RFPs for Disaster Financial Services and Disaster Remediation Services in the near future.

Fiscal Impact: In the event a Disaster is declared, these services are paid for by the City and FEMA/FDEM will reimburse 75%.

Staff Recommendation: Approve the agreement and authorize Mayor to sign.

Attachment: Participant Agreement
Flagler County Contract

Attached Electronically in Municode Agenda Manager: Flagler County RFP for Disaster Debris Removal
Response from Phillips and Jordan

PARTICIPANT AGREEMENT FOR DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES AS PART OF FLAGLER COUNTY CONTRACT 25-RFP-029

This contract, entered into this 24th day of April, 2025, by and between the City of Flagler Beach, a municipal corporation of the State of Florida, whose address is 105 South 2ND Street, Flagler Beach, Florida 32136, hereinafter called "CITY/TOWN", and Phillips and Jordan Environmental Services, LLC, whose address is 10142 Parkside Drive, Suite 500, Knoxville, Tennessee 37922, hereinafter called "Contractor".

WITNESSETH, that:

WHEREAS, pursuant to Flagler County Contract 25-RFP-029, dated March 17, 2025, for Disaster Debris Removal and Disposal Services ("Flagler Contract") the CITY/TOWN desires to enter into an exclusive agreement for the services described therein; and

WHEREAS, the Contractor has expressed the willingness and ability to provide the services to the CITY/TOWN as described in the Agreement.

NOW THEREFORE, the CITY/TOWN and the CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. This Contract shall consist of and include all of the agreement terms and conditions, and component documents comprising the Flagler Contract. However, where the term "Flagler County" or "County" or "County/Municipality" is mentioned in the Flagler Contract, per this Agreement, "Flagler County", "County" and "County/Municipality" shall be replaced with "CITY/TOWN".
2. The CONTRACTOR agrees to furnish all labor, equipment, material and the skill necessary for the entire work effort as set forth in the Flagler Contract, and to the satisfaction of the CITY/TOWN or its duly authorized representative.
3. The CITY/TOWN agrees to pay the CONTRACTOR for services rendered, in accordance with the pricing structure set forth in the Flagler Contract.
4. This Agreement will become effective upon the date of execution above and will remain in effect as provided in the Flagler Contract, including all extensions properly executed per the Flagler Contract.

In WITNESS WHEREOF, the undersigned have executed this Contract on the day and year first written above.

PHILLIPS & JORDAN ENVIRONMENTAL SERVICES, LLC (Contractor)	CITY OF FLAGLER BEACH (CITY/TOWN)
By: _____	By: _____
Print Name: _____	Print Name: Patti King
Title: _____	Title: Mayor
Date: _____	Date: April 24, 2025

Docusign Envelope ID: C05BB80A-D4C5-4B66-B067-2D8BD45BADB1

County of Flagler

25-RFP-029

DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES COOPERATIVE PROCUREMENT

CONTRACT FOR
DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES COOPERATIVE PROCUREMENT
REQUEST FOR PROPOSAL 25-RFP-029

This Contract for Disaster Debris Removal and Disposal Services Cooperative Procurement (the "Contract"), entered into this Monday, March 17, 2025 by and between the Flagler County Board of County Commissioners, a political subdivision of the State of Florida, whose address is 1769 East Moody Blvd., Building 2, Bunnell, FL 32110, hereinafter called the **COUNTY**, and Phillips & Jordan Environmental Services, LLC, whose address is 10142 Parkside Drive, Suite 500, Knoxville, TN 37922 hereinafter called the **CONTRACTOR**.

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

A. The Contract shall consist of the following, all of which are hereby made a part hereof:

   1. 25-RFP-029 Bid Documents
   2. 25-RFP-029 Bid Submission
   3. Insurance Certificate(s)

B. The **CONTRACTOR** agrees to furnish all labor, equipment, material and the skill necessary for the complete work as set forth in the component parts of the Contract described herein to the satisfaction of the **COUNTY** or its duly authorized representative.

C. The **CONTRACTOR** agrees to commence the work to be done under this Contract, beginning after the award date.

D. The **COUNTY** agrees to pay the **CONTRACTOR** for the services rendered, in accordance with the pricing structure set forth in the Bid Submission.

E. The **COUNTY** awarded contract on an alternate basis to **CONTRACTOR**.

[Signatures on following pages.]

Docusign Envelope ID: C05BB80A-D4C5-4B66-B067-2D8BD45BADB1

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by its duly authorized representatives on the dates indicated below.

"COUNTY"

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

Andrew S. Dance, Chair

Date: 3/17/2025

ATTEST:

D.C.

Tom Bexley, Clerk of the Circuit Court and Comptroller

Approved as to Form:

Sarah E. Spector, Assistant County Attorney

"CONTRACTOR"

PHILLIPS & JORDAN ENVIRONMENTAL SERVICES, LLC

By: DocuSigned by: Patrick Mcmullen 4B0D2EC42E5F417...

Print Name: Patrick Mcmullen

As Its: President

Date: 3/11/2025

WITNESS:

Signature Signed by: Sydney Kendrick 3D617478384F478...

Print Name: Sydney Kendrick

Description	Units	Unit Price $ USD
Public Titled Property Vessel (<25')	EA	750
Public Titled Property Vessel (26' - 31')	EA	1000
Public Permanent Disposal Haul-out Titled Property	CY-Mile	15
Public Titled Property Vessel (32' - 40')	EA	1300
Public Titled Property Vessel (41' – 55')	EA	1500
Public Titled Property Vessel (56' – 79')	EA	1800
Public Titled Property Vessel (80'+)	EA	2500
*PPDR Titled Property Vessel (<25')	EA	750
*PPDR Titled Property Vessel (26' - 31')	EA	100
*PPDR Titled Property Vessel (32' - 40')	EA	1300
*PPDR Titled Property Vessel (41' – 55')	EA	1500
*PPDR Titled Property Vessel (56' – 79')	EA	1800
*PPDR Titled Property Vessel (80'+)	EA	2500
Vehicle Removal - Contractor shall collect, transport, stage, and dispose of abandoned vehicles in accordance with state and federal requirements.	EA	350
Boat Removal - Contractor shall collect, transport, stage, and dispose of abandoned boats in accordance with state and federal requirements.	EA	500
*PPDR Titled Property Container	EA	300
*PPDR Titled Property Tank	EA	300
*PPDR Titled Property Equipment Trailer	EA	350
Private Titled Property Tank	EA	300
Private Titled Property Equipment Trailer	EA	350
*PPDR Titled Property Trailer	EA	350
CPDR Titled Property Equipment Trailer	EA	350
*PPDR Titled Property Vehicle (10,000-20,000 lbs GVW)	EA	350
*PPDR Titled Property Vehicle (>20,000 lbs GVW)	EA	450
Means there is a separate line item for CPDR		
Total		$20,765.00

Description	Description	Radius	Demolition of Structure (Private, Public, or Commercial)	Unit Price $ USD
Right-of-Way Debris	Unit Price for Vegetative Debris Collection from Public Property (Right-of-Way) and Transportation to Debris Management Site (DMS)	0-30 miles	CY	$8.75
Right-of-Way Debris	Unit Price for Vegetative Debris Collection from Public Property (Right-of-Way) and Transportation to Debris Management Site (DMS)	30.1-60 miles	CY	$9.00
Right-of-Way Debris	Unit Price for Vegetative Debris Collection from Public Property (Right-of-Way) and Transportation to Debris Management Site (DMS)	60.1+ miles	CY	$9.25
Right-of-Way Debris	Unit Price for Mixed Debris Collection from Public Property (Right-of-Way) and Transportation to Debris Management Site (DMS)	0-30 miles	CY	$9.00
Right-of-Way Debris	Unit Price for Mixed Debris Collection from Public Property (Right-of-Way) andTransportation to Debris Management Site (DMS)	30.1-60 miles	CY	$9.25
Right-of-Way Debris	Unit Price for Mixed Debris Collection from Public Property (Right-of-Way) andTransportation to Debris Management Site (DMS)	60.1+ mile	CY	$9.50
Right-of-Way Debris	Unit Price for Construction & Demolition (C&D) Collection from Public Property (Right-of-Way) and Transportation to Debris Management Site (DMS)	0-30	CY	$9.00
Right-of-Way Debris	Unit Price for Construction & Demolition (C&D) Collection from Public Property (Right of Way and Transportation to Debris Management Site (DMS)	30.1-60	CY	$9.25
Right-of-Way Debris	Unit Price for Construction & Demolition (C&D) Collection from Public Property (Right of Way) and Transportation to debris Management Site (DMS)	60.1 + miles	CY	$9.50
Right-of-Way Debris	Unit Price for debris final haul out and disposal from Debris Management Site (DMS)	0-30 miles	CY	$5.50
Right-of-Way Debris	Unit Price for debris final haul out and disposal from Debris Management Site (DMS)	30.1-60 miles	CY	$6.75
Right-of-Way Debris	Unit Price for debris final haul out and disposal from Debris Management Site (DMS)	60.1+ Miles	CY	$8.25
Right-of-Way Debris	Unit Price for Vegetative Waste Consolidation (grinding & chipping)	N/A	CY	$4.00
Right-of-Way Debris	Unit Price for Vegetative Waste Consolidation (burning)	N/A	CY	$3.25
Right-of-Way Debris	Unit Price for C&D Debris processing and reduction (chipping)	N/A	CY	$3.25
Right-of-Way Debris	Unit Price for C&D Debris processing and reduction (compacting)	N/A	CY	$3.25

PPDR CPDR	*Unit Price for PPDR Sediment/Sand - removal of deposited sediment/sand, hauling to staging site, and clean/sift all debris from the sand to provide a material acceptable to return to the beach. (Debris will be hauled and disposed to final disposal sites under separate line items)	0-30 miles	CY	26
PPDR CPDR	Unit Price for Roadway PPDR Vegetative Removal, Collection, and Transportation to Debris Management Site (DMS)	N/A	CY	9.5
PPDR CPDR	Unit Price for Roadway PPDR C&D Removal, Collection, and Transportation to Debris Management Site (DMS)	N/A	CY	9.75
PPDR CPDR	Unit Price for Roadway PPDR Sediment/Sand - removal of deposited sediment/sand	N/A	CY	12
PPDR CPDR	Unit Price for Roadway PPDR White Goods Removal, Collection, and Transportation to Debris Management Site (DMS)	N/A	CY	85
Total				**$259.00**

Description	Radius	Demolition of Structure (Private, Public, or Commercial)	Unit Price $ USD
Unit Price for Vegetative Debris Collection from Public Property (Right-of-Way) and Transportation to Debris Management Site (DMS)	0-30 miles	CY	Use Cost Form
Unit Price for Vegetative Debris Collection from Public Property (Right-of-Way) and Transportation to Debris Management Site (DMS)	30.1-60 miles	CY	Use Cost Form
Unit Price for Vegetative Debris Collection from Public Property (Right-of-Way) and Transportation to Debris Management Site (DMS)	60.1+ miles	CY	Use Cost Form
Unit Price for Mixed Debris Collection from Public Property (Right-of-Way) and Transportation to Debris Management Site (DMS)	0-30 miles	CY	Use Cost Form
Unit Price for Mixed Debris Collection from Public Property (Right-of-Way) andTransportation to Debris Management Site (DMS)	30.1-60 miles	CY	Use Cost Form
Unit Price for Mixed Debris Collection from Public Property (Right-of-Way) andTransportation to Debris Management Site (DMS)	60.1+ mile	CY	Use Cost Form
Unit Price for Construction & Demolition (C&D) Collection from Public Property (Right-of-Way) and Transportation to Debris Management Site (DMS)	0-30	CY	Use Cost Form
Unit Price for Construction & Demolition (C&D) Collection from Public Property (Right of Way and Transportation to Debris Management Site (DMS)	30.1-60	CY	Use Cost Form
Unit Price for Construction & Demolition (C&D) Collection from Public Property (Right of Way) and Transportation to debris Management Site (DMS)	60.1 + miles	CY	Use Cost Form
Unit Price for debris final haul out and disposal from Debris Management Site (DMS)	0-30 miles	CY	Use Cost Form
Unit Price for debris final haul out and disposal from Debris Management Site (DMS)	30.1-60 miles	CY	Use Cost Form
Unit Price for debris final haul out and disposal from Debris Management Site (DMS)	60.1+ Miles	CY	Use Cost Form
Unit Price for Vegetative Waste Consolidation (grinding & chipping)	N/A	CY	Use Cost Form
Unit Price for Vegetative Waste Consolidation (burning)	N/A	CY	Use Cost Form
Unit Price for C&D Debris processing and reduction (chipping)	N/A	CY	Use Cost Form
Unit Price for C&D Debris processing and reduction (compacting)	N/A	CY	Use Cost Form
Unit Price for removal, hauling, and recycling of Electronic Waste.	N/A	EA	$10.00
Collection, transport, and disposal of Hazardous, Toxic, Radiological Waste	N/A	CY	$40.00

Collection, transport, and disposal of Bio-Hazardous Waste	N/A	CY	$55.00
Collection, transport, and disposal of Animal Remains	N/A	CY	$5.00
Collection, transport, and disposal of White Goods	N/A	EA	$95.00
Freon management and disposal	N/A	UNIT	$50.00
Regulated Asbestos containing materials abatement if required	N/A	LB	$70.00
Collect and remove beach sand from public land and right-of-ways. Haul to staging site and clean/sift all debris from the sand to provide a material acceptable to return to the beach. (Debris will be hauled and disposed to final disposal sites under separate line items)	N/A	CY	$24.00
Deliver the sifted sand to the beach. Place and grade to restore the beach to its historical profile as directed.	N/A	CY	$12.00
Restoration of sodded/landscape right-of-way areas as a result of beach sand removal.	N/A	CY	$12.00
Remove medium to large debris from the beach.	N/A	CY	$10.00
Remove and sift small debris from the beach.	N/A	CY	$10.00
Unit Price for Cutting Down. Removing and Disposing of Hanging Limbs 2" Diameter or larger in rights-of-way. Unit price listed is per Tree.	N/A	EA	$105.00
Unit Price for Excavation, Removal, and Disposal of Hazardous Stumps. Includes filling remaining hole with clean soil to match the surrounding ground. See Stump Conversion Table for diameter-to-cubic yard conversion.	N/A	CY	$75.00
Unit Price to remove hazardous trees (leaners) from the right-of-way including transporting to staging area	N/A	EA	$300.00
Green Color means cost inlcuded/duplicated on the Cost Form			
Total			**$873.00**

Description	Radius	Demolition of Structure (Private, Public, or Commercial)	Unit Price $ USD
*Unit Price for PPDR Vegetative Debris Collection and Transportation to Debris Management S	0-30 miles	CY	$ 9.50
*Unit Price for PPDR Vegetative Debris Collection and Transportation to Debris Management S	30.1-60 miles	CY	$ 9.75
*Unit Price for PPDR Vegetative Debris Collection and Transportation to Debris Management S	60.1+ miles	CY	$ 10.00
*Unit Price for PPDR C&D Debris Collection and Transportation to Debris Management Site (DM	0-30 miles	CY	$ 9.50
*Unit Price for PPDR C&D Debris Collection and Transportation to Debris Management Site (DM	30.1-60 miles	CY	$ 9.75
*Unit Price for PPDR C&D Debris Collection and Transportation to Debris Management Site (DM	60.1+ miles	CY	$ 10.00
*Unit Price for PPDR Mixed Debris Collection and Transportation to Debris Management Site (D	0-30 miles	CY	$ 9.50
*Unit Price for PPDR Mixed Debris Collection and Transportation to Debris Management Site (D	30.1-60 miles	CY	$ 9.75
*Unit Price for PPDR Mixed Debris Collection and Transportation to Debris Management Site (D	60.1+ miles	CY	$ 10.00
*Unit Price for PPDR White Goods with Freon Debris Collection and Transportation to Debris Management Site (DMS)	0-30 miles	EA	$ 140.00
Unit Price for PPDR White Goods with Freon Debris Collection and Transportation to Debris Management Site (DMS)	30.1-60 miles	EA	$ 148.00
*Unit Price for PPDR White Goods with Freon Debris Collection and Transportation to Debris Management Site (DMS)	60.1+ miles	EA	$ 156.00
*Unit Price for PPDR White Goods without Freon Debris Collection and Transportation to Debris Management Site (DMS)	0-30 miles	EA	$ 90.00
*Unit Price for PPDR White Goods without Freon Debris Collection and Transportation to Debris Management Site (DMS)	30.1-60 miles	EA	$ 96.00
*Unit Price for PPDR White Goods without Freon Debris Collection and Transportation to Debris Management Site (DMS)	60.1+ miles	EA	$ 100.00
*Unit Price for PPDR White Goods Debris Collection and Transportation to Debris Management	0-30 miles	CY	$ 95.00
*Unit Price for PPDR White Goods Debris Collection and Transportation to Debris Management	30.1-60 miles	CY	$ 101.00
*Unit Price for PPDR White Goods Debris Collection and Transportation to Debris Management	60.1+ miles	CY	$ 105.00
*Unit Price for PPDR Electronic Waste Debris Collection and Transportation to Debris Management Site (DMS)	0-30 miles	EA	$ 10.00
*Unit Price for PPDR Electronic Waste Debris Collection and Transportation to Debris Management Site (DMS)	30.1-60 miles	EA	$ 12.00
*Unit Price for PPDR Electronic Waste Debris Collection and Transportation to Debris Management Site (DMS)	60.1+ miles	EA	$ 14.00
*Unit Price for PPDR Household Hazardous Waste Debris Collection and Transportation to Debris Management Site (DMS)	0-30 miles	CY	$ 45.00
*Unit Price for PPDR Household Hazardous Waste Debris Collection and Transportation to Debris Management Site (DMS)	30.1-60 miles	CY	$ 50.00
*Unit Price for PPDR Household Hazardous Waste Debris Collection and Transportation to Debris Management Site (DMS)	60.1+ miles	CY	$ 55.00
*Unit Price for PPDR Haul, Loading, and Disposal of Concrete to Debris Management Site (DM	0-30 miles	CY	$ 18.00
*Unit Price for PPDR Haul, Loading, and Disposal of Concrete to Debris Management Site (DM	30.1-60 miles	CY	$ 19.00
*Unit Price for PPDR Haul, Loading, and Disposal of Concrete to Debris Management Site (DM	60.1+ miles	CY	$ 20.00
*Unit Price for PPDR Sediment/Sand - removal of deposited sediment/sand, hauling to staging site, and clean/sift all debris from the sand to provide a material acceptable to return to the beach. (Debris will be hauled and disposed to final disposal sites under separate line items)	0-30 miles	CY	Use Cost Form
*Unit Price for PPDR Sediment/Sand - removal of deposited sediment/sand, hauling to staging site, and clean/sift all debris from the sand to provide a material acceptable to return to the beach. (Debris will be hauled and disposed to final disposal sites under separate line items)	30.1-60 miles	CY	29
*Unit Price for PPDR Sediment/Sand - removal of deposited sediment/sand, hauling to staging site, and clean/sift all debris from the sand to provide a material acceptable to return to the beach. (Debris will be hauled and disposed to final disposal sites under separate line items)	60.1+ miles	CY	32
Unit Price for Roadway PPDR Vegetative Removal, Collection, and Transportation to Debris Management Site (DMS)	N/A	CY	Use Cost Form
Unit Price for Roadway PPDR C&D Removal, Collection, and Transportation to Debris Management Site (DMS)	N/A	CY	Use Cost Form
Unit Price for Roadway PPDR Sediment/Sand - removal of deposited sediment/sand	N/A	CY	Use Cost Form
Unit Price for Roadway PPDR White Goods Removal, Collection, and Transportation to Debris Management Site (DMS)	N/A	CY	Use Cost Form
Private Site Restoration	N/A	SY	6
*PPDR Decommission of hazardous waste (all debris types)	N/A	Pound or Gallon	25
*PPDR Site Restoration	N/A	SF	2.5
Asbestos Abatement, per yard costs for proper removal, transport and disposal	N/A	CY	45
** Means there is a separate line item for CPDR*			
Green Color means cost inlcuded/duplicated on the Cost Form			
Total			**$1,501.25**

Description	Units	Unit Price $ USD
*PPDR - Demolition Application Fee	EA	100
*PPDR Demolition - Water Disconnect and Cap	EA	200
*PPDR Demolition - Sewer Disconnect and Cap	EA	250
*PPDR Demolition - Cap/Plug Septic Line	EA	400
*PPDR Demolition - 6-foot Safety Fence (leave in place) As Needed/Directed	FT	15
*Demolition of Structure (Private, Public, or Commercial)	SF	20
** Means there is a separate line item for CPDR*		
Total		$985.00

City of Flagler Beach, Florida

Annual Audit for the Year Ended September 30, 2024

Presented by:
Brendan McKitrick, CPA, CISA

JAMES MOORE

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Independent Auditors' Reports

- **Audit Report (page 1)**
  - Unmodified Opinion

- **Federal Single Audit Report (page 66)**
  - No material instances of noncompliance
  - No material weaknesses in internal control over compliance

- **Internal Control and Compliance Report (page 70)**
  - No Material Weaknesses in Internal Control over Financial Reporting
  - 1 Significant Deficiency in Internal Control over Financial Reporting
    - Fund Balance and Net Position Opening Balances
  - No material instances of noncompliance

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Independent Auditors' Reports

- **Chapter 10.550 Auditor General Report (page 72)**
  - 2 prior year findings were corrected
    - Preparation of Financial Statements
    - Deficit Unrestricted Net Position
  - 1 other recommendation/comment
    - Unexpended Fund Balance – Building Permits

- **Independent Accountants' Examination Report (page 75)**
  - City in compliance with specified statutes

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General Fund (Page 13)

History of Fund Balance in the General Fund:

Fund Balance	9/30/2024	9/30/2023	9/30/2022
Nonspendable	$ 33,051	$ 705,670	$ 475,379
Restricted	3,147,644	2,440,971	1,714,837
Committed	-0-	-0-	-0-
Assigned	3,115,170	1,415,230	1,313,968
Unassigned	3,251,485	4,799,456	4,747,386
Total	$ 9,547,350	$ 9,361,327	$ 8,251,570

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General Fund (continued)

GFOA Recommendation:

Minimum of 2 Months (17%) of recurring expenditures and transfers out in assigned + unassigned fund balance.

Total Assigned/Unassigned Fund Balance	$ 6,366,655
2024 Expenditures and Transfers Out	$ 10,573,931
Percentage Assigned/Unassigned Fund Balance as % of 2024 Expenditures and Transfers out	60 %
2023 Percentage	64 %

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Other Governmental Funds

Community Redevelopment Agency (CRA)

- Restricted for redevelopment area $629,567
  - Increase from 2023 $188,370
- Separate audit performed - no findings

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Business-Type Fund (Page 17)

History of Unrestricted Net Position in Proprietary Funds:

Fund	9/30/2024	9/30/2023	9/30/2022
Water and Sewer	$ 9,509,693	$ 8,072,050	$ 6,803,182
Sanitation	904,753	874,340	1,039,395
Stormwater	941,281	997,005	825,893
Pier*	562,367	(210,850)	(263,889)

*Pier Fund FY24 increase $57,515, plus $1.0 million internal transfer

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Pension Funds

Net Pension Liability (Asset) History (page 46):

Year	Police	Fire	Total
2024	$ 1,248,083	$ (261,907)	$ 986,176
2023	$ 1,737,237	$ (47,284)	$ 1,689,953
2022	$ (112,540)	$ (866,911)	$ (979,451)

Funded % with Net Pension Liability measurement:

Year	Police	Fire
2024	81.26 %	110.98 %
2023	72.42 %	102.15 %
2022	102.08 %	147.89 %

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QUESTIONS

City of Flagler Beach

Quarter 2 Financials
10/1/24 - 3/31/25

City of Flagler Beach
General Fund & Building Fund
Revenue and Expense by Department
For the 6 months ended March 31, 2025

General Fund & Building Fund

	3/31/2024			3/31/2025			
	Budget + Amendments	**Actual Revenue / Expense (YTD)**	**Percent**	**Budget + Amendments**	**Actual Revenue / Expense (YTD)**	**Percent**	**Budget Variance Favorable (Unfavorable)**
Beginning Fund Balance - As of 9/30		$ 9,361,327		$ 9,811,215	$ 9,811,215		
Revenue:							
Property Tax, Sales & Use Tax - Dept 3100	$ 6,991,791	$ 5,535,776	79%	$ 7,707,318	$ 6,289,626	82%	$ (1,417,692)
License and Permits - Dept 3200	$ 231,550	$ 84,709	37%	$ 254,950	$ 93,675	37%	$ (161,275)
Intergovernmental - Dept 3300	$ 781,676	$ 311,054	40%	$ 773,311	$ 322,639	42%	$ (450,672)
Other local sources (Charges for services/ Fines and Forfeitures/ Misc Revenue) Depts 3400-3600	$ 478,515	$ 300,120	63%	$ 642,560	$ 492,379	77%	$ (150,181)
Encumbered to Fund Balance/Transfer from Capital Dept 3800	$ 1,673,900	$ -	0%	$ 1,908,600	$ -	0%	$ (1,908,600)
License & Permits - Building Fund - Dept 3200	$ 554,000	$ 590,937	107%	$ 609,200	$ 364,974	60%	$ (244,226)
Misc. Revenue - Building Fund - Dept 3600	$ 35,000	$ 12,069	34%	$ 10,000	$ 3,100	31%	$ (6,900)
Transfer from Fund Balance Building Fund - Dept 3800	$ 66,760	$ -	0%	$ 275,471	$ -	0%	$ (275,471)
Total Revenues	$ 10,813,192	$ 6,834,665	63%	$ 12,181,410	$ 7,566,393	62%	$ (4,615,017)
Expenditures:							
Commission	$ 190,325	$ 53,995	28%	$ 114,326	$ 47,094	41%	$ 67,232
Executive	$ 217,487	$ 87,895	40%	$ 237,286	$ 105,688	45%	$ 131,598
City Clerk	$ 407,473	$ 177,778	44%	$ 271,836	$ 135,104	50%	$ 136,732
Human Resources	$ 183,346	$ 50,041	27%	$ 174,443	$ 76,535	44%	$ 97,908
Finance	$ 349,318	$ 161,405	46%	$ 387,687	$ 178,210	46%	$ 209,477
Legal	$ 225,500	$ 68,215	30%	$ 233,500	$ 72,806	31%	$ 160,694
Facilities	$ 954,466	$ 486,494	51%	$ 754,298	$ 325,679	43%	$ 428,619
General Government	$ 1,149,493	$ 593,370	52%	$ 655,063	$ 465,507	71%	$ 189,556
Police	$ 2,741,429	$ 1,193,335	44%	$ 2,852,096	$ 1,379,830	48%	$ 1,472,266
Victim's Advocate	$ 140,383	$ 61,951	44%	$ 146,238	$ 66,303	45%	$ 79,935
Fire	$ 1,511,988	$ 681,612	45%	$ 1,453,392	$ 776,927	53%	$ 676,465
Planning & Zoning	$ 420,794	$ 92,655	22%	$ 422,736	$ 163,119	39%	$ 259,617
Fund Expense - Transfer to Capital/Contingency	$ -	$ -	0%	$ 2,205,569	$ -	0%	$ 2,205,569
Information Technology	$ -	$ -	0%	$ 272,915	$ 142,729	52%	$ 130,186
Roads & Streets	$ 699,325	$ 95,371	14%	$ 573,949	$ 164,044	29%	$ 409,905
Library	$ 205,521	$ 73,864	36%	$ 197,949	$ 111,178	56%	$ 86,771
Museum	$ 9,300	$ 2,506	27%	$ 8,560	$ 2,574	30%	$ 5,986
Beach	$ 418,134	$ 64,316	15%	$ -	$ -	0%	$ -
Recreation	$ 152,308	$ 74,389	49%	$ 495,956	$ 166,361	34%	$ 329,595
Building Fund - Dept 5242	$ 629,760	$ 270,809	43%	$ 894,671	$ 247,340	28%	$ 647,331
Total Expenditures	$ 10,606,351	$ 4,290,001	40%	$ 12,352,470	$ 4,627,028	37%	$ 7,725,442
Transfers out	$ -	$ -	0%	$ -	$ -	0%	$ -
Net Change in Fund Balance	$ 206,841	$ 2,544,664		$ (171,060)	$ 2,939,365		
Fund balance, Ending	$ 9,568,168	$ 11,905,991		$ 9,640,155	$ 12,750,580	*Unaudited*	
Restricted Reserves		$ 4,563,700			$ 6,295,865		
Emergency Fund Balance Policy - 25% General Fund Only		$ 2,074,050			$ 2,185,628		
Estimated Undesignated Fund Balance		$ 5,268,241			$ 4,269,087		

Summary Points:
1. Collected average 80.5% of property tax, sales & use tax revenue sources.
2. Collected average 39% of expenses.
3. Ending fund balance at the end of FY25 Q2 is estimated $4.2M.
4. Restricted Reserves - Various Reserve buckets approved by the City Commission. (Reserve buckets outlined in FY24 audit - page 13.)
5. Emergency Fund balance policy - Adopted YE23, requires 25% of General Fund budgeted operating expenses.

City of Flagler Beach
CRA Fund
Revenue and Expense by Department
For the 6 months ended March 31, 2025

CRA

	3/31/2024			3/31/2025				
	Budget + Amendments	**Actual Revenue / Expense (YTD)**	**Percent**	**Budget + Amendments**	**Actual Revenue / Expense (YTD)**	**Percent**		**Budget Variance Favorable (Unfavorable)**
Beginning Fund Balance - As of 9/30		$ 441,197		$ 817,936	$ 817,936			
Revenue:								
Property Tax, Sales & Use Tax - Dept 3100	$ 540,163	$ 539,581	100%	$ 607,777	$ 604,498	99%	$	(3,279)
License and Permits - Dept 3200	$ -	$ -	0%	$ 1,000	$ -	0%	$	(1,000)
Intergovernmental - Dept 3300	$ 170,000	$ -	0%	$ 170,000	$ -	0%	$	(170,000)
Transfer from Fund Balance/Interest Earned - Dept 3600	$ 476,246	$ -	0%	$ 285,000	$ 5,859	2%	$	-
Total Revenues	$ 1,186,409	$ 539,581	45%	$ 1,063,777	$ 610,357	57%	$	(453,420)
Expenditures:								
Fund Expense - Dept 5391	$ 226,969	$ 68,566	30%	$ 181,267	$ 12,894	7%	$	168,373
Redevelopment Grants - Dept 5391	$ 118,892	$ 15,980	13%	$ 65,000	$ 5,000	8%	$	60,000
Debt Service - Dept 5391	$ 74,196	$ -	0%	$ 74,779	$ -	0%	$	74,779
Capital Improvements - Dept 5391	$ 766,352	$ 16,409	2%	$ 917,731	$ -	0%	$	917,731
Total Expenditures	$ 1,186,409	$ 100,955	9%	$ 1,238,777	$ 17,894	1%	$	1,220,883
Transfers out	$ -	$ -	0%	$ -	$ -	0%	$	-
Net Change in Fund Balance	$ (0)	$ 438,626		$ (175,000)	$ 592,463			
Fund balance, Ending	$ 441,197	$ 879,823		$ 642,936	$ 1,410,400	*Unaudited*		
Restricted Reserves		$ -			$ -			
Estimated Undesignated Fund Balance		$ 879,823			$ 1,410,400			

Summary Points:
1. Pattern remains consistent for collection of property tax, sales & use tax revenue sources: average 99.5%
2. Expenses vary in each year, FY24 included capital projects in the CRA fund, FY25 they are in the capital fund.
3. Ending FB at the end of FY25 Q2 is estimated $1.4M.

City of Flagler Beach
Utility and Impact Fees Fund
Revenue and Expense by Department
For the 6 months ended March 31, 2025

Utility and Impact Fee Fund

	3/31/2024			3/31/2025			
	Budget + Amendments	**Actual Revenue / Expense**	**Percent**	**Budget + Amendments**	**Actual Revenue / Expense (YTD)**	**Percent**	**Budget Variance Favorable (Unfavorable)**
Beginning Fund Balance - As of 9/30		$ 34,982,726		$ 44,359,459	$ 44,359,459		
Revenue:							
Impact & Utility Misc Revenue - Dept 3600	$ 1,768,535	$ 636,691	36%	$ 1,237,341	$ 843,519	68%	$ (393,822)
Charges for Services - Dept 3400	$ 6,375,100	$ 2,873,550	45%	$ 7,008,000	$ 2,886,981	41%	$ (4,121,019)
Grant Revenue - Dept 3300	$ 3,750,525	$ 158,732	4%	$ 5,426,936	$ -	0%	$ (5,426,936)
Fines - Dept 3500	$ 60,000	$ 31,884	53%	$ 65,000	$ 27,063	42%	$ (37,937)
Proceeds - SRF Loan - WWTP - Project 119	$ 6,325,000	$ -	0%	$ 25,000,000	$ -	0%	$ (25,000,000)
Transfer from Fund Balalnce - Dept 3800	$ 5,952,549	$ -	0%	$ 3,869,765	$ -	0%	$ (3,869,765)
Total Revenues	$ 24,231,709	$ 3,700,857	15%	$ 42,607,042	$ 3,757,564	9%	$ (38,849,478)
Expenditures:							
WTP - Dept 5331	$ 2,341,635	$ 501,342	21%	$ 3,374,672	$ 1,315,542	39%	$ 2,059,130
T&D - Water Transmission & Distribution - Dept 5332	$ 1,362,238	$ 160,726	12%	$ -	$ -	0%	$ -
WWTP - Dept 5351	$ 11,443,660	$ 397,203	3%	$ 29,055,493	$ 357,812	1%	$ 28,697,681
Sewer Collection - Dept 5352	$ 1,583,431	$ 1,155,616	73%	$ -	$ -	0%	$ -
Lift Station Maintenance - Dept 5353	$ 3,419,969	$ 295,094	9%	$ -	$ -	0%	$ -
Utility Maintenance - Dept 5354	$ -	$ -	0%	$ 4,183,961	$ 331,101	8%	$ 3,852,861
Utility & Impact Fees - Fund Expense - Dept 5391	$ 1,121,759	$ 563,315	50%	$ 1,381,144	$ 801,518	58%	$ 579,626
Utility Debt Service - Dept 5391	$ 511,682	$ 257,020	50%	$ 979,148	$ 257,020	0%	$ 722,128
Utility & Impact Fees - Capital Projects - Dept 5391	$ 2,000,000	$ 3,737	0%	$ 719,355	$ 106,112	15%	$ 613,243
Utility & Impact - Depreciation - Dept 5391	$ -	$ -	0%	$ 2,621,001	$ -	0%	$ 2,621,001
Impact - Reserve for Contingency - Dept 5391	$ -	$ -	0%	$ 928,739	$ -	0%	$ 928,739
Total Expenditures	$ 23,784,374	$ 3,334,053	14%	$ 43,243,513	$ 3,169,103	7%	$ 40,074,409
Net Change in Fund Balance	$ 447,335	$ 366,805		$ (636,471)	$ 588,460		
Fund balance, Ending	$ 35,430,061	$ 35,349,531		$ 43,722,988	$ 44,947,920	*Unaudited*	
Restricted Reserves		$ 26,910,700			$ 30,392,704		
Emergency Fund Balance Policy - 10% (utility fund only)		$ 447,431			$ 772,455		
Estimated Undesignated Fund Balance		$ 7,991,400			$ 13,782,761		

Summary Points:
1. FY24 total expenses were slightly higher than FY25 Q1. Budget is almost double in FY25 due to the new plant for the WWTP.
2. Ending FB at the end of FY25 Q1 is estimated $13.7M.
3. Emergency Fund balance policy - Adopted YE23, requires 10% of Utility budgeted operating expenses.

City of Flagler Beach
Pier Fund
Revenue and Expense by Department
For the 6 months ended March 31, 2025

Pier Fund

	3/31/2024			3/31/2025			
	Budget + Amendments	**Actual Revenue / Expense (YTD)**	**Percent**	**Budget + Amendments**	**Actual Revenue / Expense (YTD)**	**Percent**	**Budget Variance Favorable (Unfavorable)**
Beginning Fund Balance - As of 9/30		$ 1,782,512		$ 3,895,380	$ 3,895,380		
Revenue:							
Charges for service - Dept 3400	$ -	$ -	0%	$ -	$ -	0%	$ -
Intergovernmental - Dept 3300	$ -		0%	$ 17,557,955	$ -	0%	$ (17,557,955)
Miscellaneous - Dept 3600	$ 137,100	$ 53,365	39%	$ 150,000	$ 62,686	42%	$ (87,314)
Transfer from General Fund/Fund Balance - Dept 3800	$ 393,317	$ -	0%	$ 2,040,265	$ -	0%	$ (2,040,265)
Total Revenues	$ 530,417	$ 53,365	10%	$ 19,748,220	$ 62,686	0%	$ (19,685,534)
Expenditures:							
Operating - All - Dept 5725	$ 530,417	$ 235,805	44%	$ 150,000	$ 76,764	51%	$ 73,236
Capital Projects - Dept 5725	$ -	$ -	0%	$ 19,269,520	$ 38,172	0%	$ 19,231,348
Debt Principal and Interest - Dept 5725	$ -	$ -	0%	$ 198,400	$ -	0%	$ 198,400
Depreciation - Dept 5725	$ -	$ -	0%	$ 131,665	$ -	0%	$ 131,665
Total Expenditures	$ 530,417	$ 235,805	44%	$ 19,749,585	$ 114,936	1%	$ 19,634,649
Net Change in Fund Balance	$ -	$ (182,441)		$ (1,365)	$ (52,250)		
Fund balance, Ending	$ 1,782,512	$ 1,600,071		$ 3,894,015	$ 3,843,131	*Unaudited*	
Restricted Reserves		$ 1,993,400			$ 2,281,167		
Estimated Undesignated Fund Balance		$ (393,329)			$ 1,561,964		

Summary Points:
1. Revenue and expense budget varies from FY24 to FY25 due to pier project.
2. Ending FB at the end of Q2 is estimated $1.5M

City of Flagler Beach
Sanitation Fund
Revenue and Expense by Department
For the 6 months ended March 31, 2025

Sanitation Fund

	3/31/2024			3/31/2025			
	Budget + Amendments	**Actual Revenue / Expense (YTD)**	**Percent**	**Budget + Amendments**	**Actual Revenue / Expense (YTD)**	**Percent**	**Budget Variance Favorable (Unfavorable)**
Beginning Fund Balance - As of 9/30		$ 1,744,870		$ 1,835,857	$ 1,835,857		
Revenue:							
Intergovernmental - Dept 3300	$ -	$ -	0%	$ -	$ 18,449	0%	$ 18,449
Charges for Services - Dept 3400	$ 1,565,000	$ 760,010	49%	$ 1,889,500	$ 785,375	42%	$ (1,104,125)
Fines - Dept 3500	$ 13,750	$ 7,182	52%	$ 15,000	$ 5,044	34%	$ (9,956)
Misc. - Dept 3600	$ 57,100	$ 40,896	72%	$ 76,500	$ 35,147	46%	$ (41,353)
Roll Off License - Dept 3670	$ 5,400	$ -	0%	$ 5,500	$ -	0%	$ (5,500)
Transfer from Fund Balalnce - Dept 3800	$ 219,986	$ -	0%	$ -	$ -	0%	$ -
Total Revenues	$ 1,861,236	$ 808,088	43%	$ 1,986,500	$ 844,015	42%	$ (1,142,485)
Expenditures:							
Refuse Collection - Dept 5341	$ 1,371,920	$ 601,192	44%	$ 1,545,376	$ 819,693	53%	$ 725,683
Capital Projects - Dept 5341	$ 283,000	$ 128,968	46%	$ 25,000	$ -		
Fund Expense - Dept 5391	$ 206,316	$ 98,178	48%	$ 219,626	$ 93,677	43%	$ 125,950
Depreciation - Dept 5391	$ -	$ -	0%	$ 196,498	$ -	0%	$ 196,498
Total Expenditures	$ 1,861,236	$ 828,338	45%	$ 1,986,500	$ 913,370	46%	$ 1,073,130
Net Change in Fund Balance	$ -	$ (20,251)		$ -	$ (69,355)		
Fund balance, Ending	$ 1,744,870	$ 1,724,619		$ 1,835,857	$ 1,766,502	*Unaudited*	
Restricted Reserves		$ 870,590			$ 885,486		
Emergency Fund Balance Policy - 10%		$ 157,674			$ 196,150		
Estimated Undesignated Fund Balance		$ 696,356			$ 684,866		

Summary Points:
1. Collected average 42.5% of revenues.
2. Pattern remains consistent for expenses (average: 45.5%)
3. Ending FB at the end of Q2 is estimated $684K.
4. Emergency Fund balance policy - Adopted YE23, requires 10% of budgeted operating expenses.

City of Flagler Beach
Stormwater Fund
Revenue and Expense by Department
For the 6 months ended March 31, 2025

Stormwater Fund

	3/31/2024			3/31/2025			
	Budget + Amendments	**Actual Revenue / Expense (YTD)**	**Percent**	**Budget + Amendments**	**Actual Revenue / Expense (YTD)**	**Percent**	**Budget Variance Favorable (Unfavorable)**
Beginning Fund Balance - As of 9/30		$ 6,526,486		$ 6,898,205	$ 6,898,205		
Revenue:							
Intergovernmental - Dept 3300	$ 2,121,000	$ -	0%	$ 64,944	$ -	0%	$ (64,944)
Charges for Service - Dept 3400	$ 797,000	$ 373,707	47%	$ 1,182,000	$ 411,314	35%	$ (770,686)
Misc - Dept 3600	$ 5,800	$ 3,628	63%	$ 7,000	$ 24,041	343%	$ 17,041
Transfer from Fund Balance - Dept 3800	$ 1,055,018	$ -	0%	$ 136,648	$ -	0%	$ (136,648)
Total Revenues	$ 3,978,818	$ 377,335	9%	$ 1,390,592	$ 435,356	31%	$ (955,236)
Expenditures:							
Fund Expense - Dept 5391	$ 1,009,703	$ 159,636	16%	$ 523,305	$ 181,584	35%	$ 341,721
Capital Projects - Dept 5391	$ 2,851,667	$ 122,621	4%	$ 558,128	$ 72,132	13%	$ 485,996
Debt Principal and Interest - Dept 5391	$ 116,698	$ 8,222	7%	$ 117,865	$ -	0%	$ 117,865
Depreciation - Dept 5391	$ -	$ -	0%	$ 195,107	$ -	0%	$ 195,107
Total Expenditures	$ 3,978,068	$ 290,479	7%	$ 1,394,405	$ 253,716	18%	$ 1,140,689
Net Change in Fund Balance	$ 750	$ 86,856		$ (3,813)	$ 181,640		
Fund balance, Ending	$ 6,527,236	$ 6,613,342		$ 6,894,393	$ 7,079,845	*Unaudited*	
Restricted Reserves	$ -	$ 5,529,500		$ -	$ 5,529,481		
Emergency Fund Balance Policy - 10%		$ 84,750			$ 80,565		
Estimated Undesignated Fund Balance		$ 999,092			$ 1,469,800		

Summary Points
1. Revenue and expense budget to actual varies from FY24 to FY25 due to difference / ratio in budget vs collected.
2. Ending FB at the end of Q2 is estimated $1.4M.
3. Emergency Fund balance policy - Adopted YE23, requires 10% of budgeted operating expenses.

City of Flagler Beach
Capital Reserve Fund
Revenue and Expense by Fund
For the 6 months ended March 31, 2025

Capital Reserves Fund

	3/31/2024			3/31/2025			
	Budget + Amendments	**Actual Revenue / Expense (YTD)**	**Percent**	**Budget + Amendments**	**Actual Revenue / Expense**	**Percent**	**Budget Variance Favorable (Unfavorable)**
Beginning Fund Balance - As of 9/30		$ -		$ -	$ -		
Revenue:							
Misc. Revenue - Dept 3600	$ -	$ -	0%	$ 12,641	$ -	0%	$ (12,641)
General Fund - Dept 3800	$ -	$ -	0%	$ 476,250	$ -	0%	$ (476,250)
CRA- Dept 3800	$ -	$ -	0%	$ 577,731	$ -	0%	$ (577,731)
Building Code - Dept 3800	$ -	$ -	0%	$ 18,750	$ -	0%	$ (18,750)
Total Revenues	$ -	$ -	0%	$ 1,085,372	$ -	0%	$ (1,085,372)
Expenditures:							
General Fund - All Depts	$ -	$ -	0%	$ 488,891	$ 445,915	91%	$ 42,976
CRA	$ -	$ -	0%	$ 577,731	$ 150,770	26%	$ 426,961
Building Code	$ -	$ -	0%	$ 18,750	$ -	0%	$ 18,750
Total Expenditures	$ -	$ -	0%	$ 1,085,372	$ 596,685	55%	$ 488,687
Transfers In	$ -	$ -	0%	$ -	$ -	0%	$ -
Net Change in Fund Balance	$ -	$ -		$ -	$ (596,685)		
Fund balance, Ending	$ -	$ -		$ -	$ (596,685)	*Unaudited*	

Summary Points:
1. Cap reserve is funded from a transfer from the GF / CRA / BC or reserves - entry is generally completed at year end.
2. New Fund beginning FY25.
3. Contingency Funds for the capital reserves is recommended in future years for unforeseen capital projects.
4. Q1 and Q2 expenses incurred included hurricane milton repairs, CRA city parking lots, purchase of police vehicles, replacement of AC units and purchase

City of Flagler Beach
Cash and Investments
For the 6 months ended March 31, 2025

Account		As of 03/31/2024	Rate	As of 03/31/2025	Rate	Dollar Change
Truist Depository		$ 10,093,379	0.75%	$ 4,925,865	1.88%	$ (5,167,514)
Florida Prime (SBA)		$ 10,406,699	1.40%	$ 18,424,541	4.70%	$ 8,017,842
Florida Municipal Investment Trust (FMIvT)		$ 8,254,000	2.50%	$ 8,700,745	1.54%	$ 446,745
	Subtotal	$ 28,754,078		$ 32,051,150		$ 3,297,072
Police Pension Investments		$ 46,801	5.00%	$ 469,839	4.15%	$ 423,038
Fire Pension Investments		$ 20,800	4.98%	$ 217,061	4.14%	$ 196,261
	Subtotal	$ 67,601		$ 686,901		$ 619,300
	Total	$ 28,821,679		$ 32,738,051		$ 3,916,372

Pension Summary Points:
1. Cash shown excludes fixed income and equities, as these are investments and are not actual cash until the investment is sold.
2. Actual cash does earn interest, just not as much as if its invested.

STAFF REPORT

City Commission Regular Meeting

April 24, 2025

To: Elected Officials

From: Dale L. Martin, City Manager

Date: April 17, 2025

Item Name: Resolution 2025-22. A Resolution by the City Commission of the City of Flagler Beach, Florida, authorizing the purchase of 50 manhole rings/covers (Project # 616) from Ferguson Waterworks for the City of Flagler Beach, in an amount not to exceed $44,975.00; providing for conflict and an effective date.

Background: Efforts to replace over 550 manhole rings and covers throughout the City due to its 50-year useful life expectancy as well as to reduce inflow issues began in June of 2021. The replacement project has been incorporated in the past two fiscal years, addressing 50 in 2023 and 70 in 2024. This fiscal year, 2024-2025, staff requests an additional 50 manhole rings and covers, Project # 616, to be purchased. Installation locations will be identified by staff based on the existing condition of manhole rings and covers.

Additional support for approving the request comes from the consent order between the State of Florida Department of Environmental Protection, which requires the City to address inflow and infiltration into the stormwater collection system. A leading cause of inflow into the collection system is inadequately sealed manholes.

City staff solicited proposals to acquire manhole rings and covers for the City. The proposals received are incorporated into Resolution 2025-22. Once acquired, a contractor will be retained to install the rings and covers (as has been the past practice).

Fiscal Impact: Funding for this project ($44,975) is included in the current budget (part of Utility Maintenance, Capital Improvements; $2,900,000 unencumbered).

Staff Recommendation: Staff recommends approval of Resolution 2025-22.

Attachments:

Resolution 2025-22
Ferguson Waterworks Bid

RESOLUTION 2025-22

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AUTHORIZING THE PURCHASE OF MANHOLE RINGS/COVERS FROM FERGUSON WATERWORKS (PROJECT # 616) FOR THE CITY OF FLAGLER BEACH, IN AN AMOUNT NOT TO EXCEED $ 44,945; PROVIDING FOR CONFLICT AND AN EFFECTIVE DATE.

WHEREAS, the City of Flagler Beach operates and maintains a municipal sewer collection system (the "SYSTEM"), providing sewage disposal to residents, businesses, and other agencies; and

WHEREAS, the City plans to replace over 550 manholes rings and covers citywide due to exceeding their 50-year life expectancy; and,

WHEREAS, the City is under a Consent Order with the State of Florida Department of Environmental Protection due to challenges associated with the City's wastewater collection and treatment systems; and,

WHEREAS, a key challenge, and specifically referenced as a required corrective action in the Consent Order, is reducing the excessive water entering the collection system through inflow and infiltration; and,

WHEREAS, the City Commission, in the 2024/2025 Capital Plan, approved the purchase and installation of 50 manhole rings and covers; and,

WHEREAS, properly installing and improving manholes throughout the City can reduce inflow water into the sewer collection system; and,

WHEREAS, the City solicited proposals for the acquisition of manhole rings and covers, receiving three proposals as indicated in Exhibit A;

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

SECTION 1. That the City of Flagler Beach hereby approves the purchase of manhole rings/covers from Ferguson Waterworks (Project # 616) in an amount not to exceed $44,975.

SECTION 2. All resolutions or parts of resolutions in conflict herewith be and the same are hereby repealed.

SECTION 3. This Resolution shall become effective immediately upon passage as provided by law.

PASSED AND ADOPTED THIS 24th DAY OF APRIL, 2025.

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

ATTEST:

_____
Patti King, Mayor

_____
Penny Overstreet, City Clerk

FERGUSON WATERWORKS

FEL-SANFORD WATERWORKS #1113
1470 BOBBY LEE POINT
SANFORD, FL 32771-8077

Phone: 407-859-7473
Fax: 407-302-3327

Deliver To:
From: Kenneth Russell
kenneth.russell@ferguson.com
Comments:

06:56:20 FEB 07 2025

FEL-SANFORD WATERWORKS #1113
Price Quotation
Phone: 407-859-7473
Fax: 407-302-3327

Project: 616
MANHOLE RINGS/COVERS —
GL - 401.5354.604300.616
CAPITAL PLAN.

Bid No: B633580
Bid Date: 02/07/25
Quoted By: KJR

Cust Phone: 386-517-2000
Terms: NET 10TH PROX

Customer: CITY OF FLAGLER BEACH
105 S SECOND STREET
FLAGLER BEACH, FL 32136

Ship To: CITY OF FLAGLER BEACH
500 S FLAGLER AVE
MAINTENANCE FACILITY
FLAGLER BEACH, FL 32136

Cust PO#:

Job Name: 24" CAPONE RNG/CVR

Item	Description	Quantity	Net Price	UM	Total
SP-A1BK24S4C01MDSS	24" CAPONE MANHOLE RING & COVER --- IN STOCK- ORLANDO 5-10 DAY LEAD TIME ---	50	899.500	EA	44975.00

Net Total:	$44975.00
Tax:	$0.00
Freight:	$0.00
Total:	$44975.00

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTRACTOR CUSTOMERS: IF YOU HAVE DBE/MBE/WBE//VBE/SDVBE/SBE GOOD FAITH EFFORTS DIVERSITY GOALS/ REQUIREMENTS ON A FEDERAL, STATE, LOCAL GOVERNMENT, PRIVATE SECTOR PROJECT, PLEASE CONTACT YOUR BRANCH SALES REPRESENATIVE IMMEDIATELY PRIOR TO RECEIVING A QUOTE/ORDER.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at https://www.ferguson.com/content/website-info/terms-of-sale
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.

HOW ARE WE DOING? WE WANT YOUR FEEDBACK!
Scan the QR code or use the link below to complete a survey about your bids:
https://survey.medallia.com/?bidsorder&fc=149&on=54870

EMPIRE Pipe & Supply EST. 1972

BID PROPOSAL
CAP 1 24" MANHOLE

BID NUMBER: 5029376

Valid Until
Monday, March 31 , 2025

PREPARED FOR: 070535

City of Flagler Beach
500 South Flagler Ave.
Flagler Beach, FL 32136

BRANCH LOCATION: 006

EMPIRE PIPE AND SUPPLY CO
PO BOX 130399
BIRMINGHAM, AL 35213

Telephone: 407-295-2400

LINE	QUANTITY	DESCRIPTION	NET UNIT PRICE	EXTENDED PRICE
10	50 EA	000000 CAPONE -24" COMPOSITE MANHOLE RIMG AND COVER 4 BOLT SEWER	960.5600	48,028.00

Subtotal:	48,028.00
Tax:	.00
Bid Total:	**48,028.00**

Please refer to our website at https://empirepipe.com/terms-conditions/ for our terms and conditions.

FORTILINE WATERWORKS

CUSTOMER NO	QUOTING BRANCH	QUOTE NO	QUOTE DATE	PAGE
214362	FORTILINE DAYTONA BEACH	6604173	2/03/25	1

CUSTOMER	PROJECT INFORMATION
CITY OF FLAGLER BEACH PO BOX 70 FLAGLER BEACH, FL 32136	24" CAPONE RING&COVER

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
20	50	EA	24" COMP R&C 4BOLT CAPONE	905.0000	45,250.00
				Subtotal:	45,250.00
				Tax:	.00
				Bid Total:	45,250.00

ALL STOCK DELIVERIES ARE SUBJECT TO SHIPPING CHARGES

All PVC and HDPE material is quoted for shipment within 7 days of quote/bid date. All other material is quoted for shipment within 30 days of quote/bid date.
After 7 days for PVC and HDPE or 30 days for all other material, ALL quoted prices are subject to review based on current market conditions.

Ent By LCC 2/03/25 15:47:12

BIDCNEW

STAFF REPORT

City Commission Regular Meeting

April 24, 2025

To: Elected Officials

From: Dale L. Martin, City Manager

Date: April 17, 2025

Item Name: Resolution 2025-40. A Resolution by the City Commission of the City of Flagler Beach to amend Resolution 2024-40 that awarded a contract to McKim & Creed Inc. to complete the requirements of a Consent Order between the City of Flagler Beach and the Florida Department of Environmental Protection with a budget amendment to cover the expense, to reflect the budget amendment would transfer funds from the Unrestricted Utility Reserves line to Professional Services, Project # 571; providing for conflict and an effective date.

Background: At the July 11, 2024, City Commission meeting, Resolution 2024-40 was approved, and the City Commission awarded a contract to McKim & Creed Inc. to complete the requirements of a Consent Order between the City of Flagler Beach and the Florida Department of Environmental Services in an amount not to exceed $289,920. The resolution included a budget amendment approving the transfer of that amount from the Utility Unrestricted Reserve account to Utility Capital Equipment account.

Recently, City staff identified the transfer was incorrect. The transfer of that contract award amount should be from Utility Unrestricted Reserve to Professional Services, Project # 571.

Fiscal Impact: No fiscal impact will occur: Resolution 2025-40 is bookkeeping effort.

Staff Recommendation: Staff recommends approval Resolution 2025-40.

Attachments:

Resolution 2025-40
Signed Resolution 2024-40

RESOLUTION 2025-40

RESOLUTION 2025-XX. A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH TO AMEND RESOLUTION 2024-40 THAT AWARDED A CONTRACT TO MCKIM & CREED INC. TO COMPLETE THE REQUIREMENTS OF A CONSENT ORDER BETWEEN THE CITY OF FLAGLER BEACH AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION WITH A BUDGET AMENDMENT TO COVER THE EXPENSE, TO CORRECT THE BUDGET AMENDMENT WILL TRANSFER FUNDS FROM THE UNRESTRICTED UTILITY RESERVES ACCOUNT TO THE PROFESSIONAL SERVICES LINE, PROJECT # 571; PROVIDING FOR CONFLICT AND AN EFFECTIVE DATE.

WHEREAS, City Commission approved Resolution 2024-40 during the July 11, 2024, Regular Meeting that awarded a contract to McKim and Creed Inc. to complete the requirements of a consent order between the City and the Florida Department of Environmental Protection, which included a budget amendment to cover the expense; and,

WHEREAS, the budget amendment authorized City Staff to transfer funds from the Utility Unrestricted Reserve account to the Utility Capital Equipment Account; and,

WHEREAS, City staff identified an error in the budget amendment account transfer listed; and,

WHEREAS, Resolution 2025-36 has been created to correct that error; and,

WHEREAS, the budget amendment will transfer funds from the Unrestricted Utility Reserves Account to the Professional Services Line, Project # 571;

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

SECTION 1. The City of Flagler Beach hereby amends Resolution 2024-40 correcting the fund accounts as follows:

From: Utility Unrestricted Reserve To: Professional Services, Project # 571

SECTION 2. All resolutions or parts of resolutions in conflict herewith be and the same are hereby repealed.

SECTION 3. This Resolution shall become effective immediately upon passage as provided by law.

PASSED AND ADOPTED THIS 24th DAY OF APRIL 2025.

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

ATTEST:

_____
Patti King, Mayor

_____
Penny Overstreet, City Clerk

RESOLUTION 2024-40

RESOLUTION 2024-40, A RESOLUTION BY THE CITY OF FLAGLER BEACH, FLORIDA APPROVING A PROPOSAL FROM MCKIM AND CREED TO COMPLETE THE REQUIREMENTS OF A CONSENT ORDER WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, AND A BUDGET AMENDMENT TO COVER THE EXPENSE, PROVIDING FOR CONFLICT AND EFFECTIVE DATE.

WHEREAS, the City agreed to a Florida Department of Environmental Protection (FDEP) Consent Order No. 23-0409 in December 2023, and

WHERAS, the City has previously approved McKim and Creed as a professional consultant, and staff recommends engaging McKim & Creed to ensure compliance with the Consent Order.

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

SECTION 1. The City Commission approves the proposed McKim & Creed Scope of Services Summary (Exhibit A) to assist City compliance efforts with the FDEP Consent Order.

SECTION 2. The City Commission hereby approves a budget amendment in the amount of $289,920 to move the funds to cover the expense.

From:		To:
Utility Unrestricted Reserve	401.3800.389101	Utility Capital Equip. 4015351.303100.568

SECTION 3. All resolutions or parts of resolutions in conflict herewith be and the same are hereby repealed.

SECTION 4. This Resolution shall become effective immediately as provided by law.

PASSED AND ADOPTED THIS 11th DAY OF JULY, 2024.

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

Patti King, Mayor

ATTEST:

Penny Overstreet, City Clerk

Attachment: Exhibit A

McKIM&CREED
ENGINEERS SURVEYORS PLANNERS

June 28, 2024

Bill Freeman, P.E., City Engineer
City of Flagler Beach
Via Email: bfreeman@cityofflaglerbeach.com

RE: Consent Order Response Assistance & Capacity Management Operation and Maintenance (CMOM) – Phase 1
Professional Services Task Order Proposal

Dear Bill,
On behalf of the entire team at McKim & Creed, we thank the City for this opportunity to assist with the response to the City's FDEP Consent Order (CO) to resolve Case Number 23-0409. Our team is happy to present the following professional services proposal for Phase 1 of that effort. Considering the urgent need to address the CO and the States's deadlines, we have offered a proposal that represents the City's best use of the time remaining and the requirements of the CO. The table below summarizes our proposed tasks and fees. We estimate this phase of the CO response will require approximately 180 days of effort. For additional details on scope and schedule, please see **Attachment A – Scope of Services Summary.**

Task	Description	Task Fee	Fee Type
Task 1 –	Project Management	$28,120	Lump Sum
Task 2 –	Field Research / Personnel Interviews	$38,240	Lump Sum
Task 3 –	CO Compliance Plan & Reporting	$44,800	Lump Sum
Task 4 –	Wastewater Emergency Response Plan	$17,140	Lump Sum
Task 5 –	CMOM Development	$161,620	Lump Sum
Total Proposed Fee		**$289,920**	

Note: Lump Sum tasks will be invoiced monthly based on percent of scope completed for that task. Direct expenses for project-related costs (e.g., travel, print shop services) are included in the stated lump sum fees and will not be submitted for separate reimbursement.

This Phase 1 proposal covers the CO items that are the most time sensitive. This includes an evaluation of your Wastewater Treatment Plant that is required as well.

After your review of the details of our proposal, please let me know if you would like to schedule a time to discuss.

Sincerely,

Mario E. Loaiza, P.E., F.ASCE
Regional Manager

Charles Hill, P.E., BCEE
Client Manager

ATTACHMENT A
SCOPE OF SERVICES SUMMARY

Proposal No.: 242178
Project Name: Consent Order Response and CMOM – Phase 1
Project Jurisdiction: City of Flagler Beach, Florida
Proposal Date: June 28, 2024

Pursuant to the terms of its Master Contract for Professional Services, dated March 1, 2024, McKim & Creed, Inc. (Consultant) is providing this scope of services to the City of Flagler Beach, Florida (City) for professional services related to Consent Order (CO) Response Assistance & CMOM development.

PROJECT UNDERSTANDING

The overall scope of this project is focused on addressing the requirements of the Florida Department of Environmental Protection Consent Order for Case Number 23-0409. It is imperative to communicate with the State in a timely manner to avoid additional penalties. McKim & Creed understands that the City has the following goals:

Goal 1 – Address the Requirements of the CO
Goal 2 – Communicate with the State in a timely manner
Goal 3 – Convert from responding to Sanitary Sewer Overflows to preventing them

At this time, the City desires to proceed with Phase 1 based on the need to respond quickly, with an understanding that future Phases will be necessary.

PROPOSED SCOPE AND FEE

Details of our proposed scope of services, fees, and deliverables associated with Phase 1 of the Consent Order Response and CMOM development effort are outlined on the following pages.

TASK 1 – PROJECT MANAGEMENT — $28,120 Lump Sum

This task includes general project administration and management tasks such as meetings and general communication with the City, project documentation, management of proposed scope, fee, and schedule, and project invoicing.

Deliverables for this task will be the following:

1) Project kick-off meeting hosted on Microsoft Teams between City and Consultant to confirm Phase 1 objectives, schedule, milestones, etc.
2) Regular coordination meetings between City and Consultant, assumed to be held on a bi-weekly basis and typically hosted on Microsoft Teams. In-person meetings can be coordinated on an as-needed basis, if preferred.
3) Monthly invoicing accompanied by a project status summary memo.

TASK 2 – FIELD RESEARCH / PERSONNEL INTERVIEWS **$38,240 Lump Sum**

Consultant will solicit and review information from the City and other publicly available sources, including prior studies, plans, surveys, as-builts, permits, and similar sources from which data on existing wastewater infrastructure and related elements can be obtained. Consultant will meet with City Utility Staff to review all existing Emergency Response and Sanitary Sewer Overflow policies and procedures and to discuss best practices.

M&C will review all Wastewater Collection system mapping and available date. M&C will incorporate any newer date collected as part of the "in-kind" project as well.

Note: We understand that Mrs. Jenifer Crews, Public Works Supervisor, will be our primary point of contact when seeking records from the City. (386-285-7737 / jcrews@cityofflaglerbeach.com).

Deliverables for this task will be the following:
1) Cataloged PDF inventory of all sourced data.
2) Memo-style records of conversations with City personnel.

This task will not include creation of any GIS shape files, or other mapping deliverables.

TASK 3 – CO COMPLIANCE PLAN & REPORTING **$44,800 Lump Sum**

Consultant will prepare a compliance plan in coordination with the City to respond to the State as required by the CO. This compliance plan will include a schedule to prevent and minimize sanitary sewer overflows and reduce infiltration and inflow into the collection system and to address exceedances for Total Recoverable Iron and Total Phosphorous (annual loading). The Compliance Plan may involve modifications to the WWTP Facility, recommend modifications to the treatment process, modifications to the sewer collections system or reductions in the amounts of contaminants entering the WWTP facility. M&C staff will provide an assessment of the WWTP as part of this task.

Deliverables for this task will be the following:
1) Signed and Sealed Compliance Plan
2) Compliance Schedule
3) Compliance Report to the State required now and in six months.

This task will not include BIOWIN modeling, or in-depth wastewater process reviews outside of what is necessary to address the Consent Order. This task will also not cover the design of solutions to any WWTP deficiencies identified.

TASK 4 – WASTEWATER EMERGENCY RESPONSE PLAN $17,140 Lump Sum

Consultant will perform a peer review of the City's current Wastewater Emergency Response Plan and revise as necessary to comply with the States requirements. These include utility staff instructions on handling unauthorized wastewater discharges, how staff will access critical information, who has authority to direct the response, how internal communications are handled, how and when sampling of surface waters will be conducted, how equipment and materials will be obtained, how and when required notifications will be made to the State, how discharge volumes will be estimated, how the event will be documented and tracked, numbers and types of generators, pumps, vacuum trucks, fuel and personnel will be kept ready, which contractors and Mutual Aid Agreements are in place, and public education campaign as required by the State.

Deliverables for this task will be the following:

1) New Wastewater Emergency Response Plan

TASK 5 – CMOM DEVELOPMENT $161,620 Lump Sum

Consultant will develop a documented Capacity, Management, Operation, and Maintenance (CMOM) program in accordance with US EPA document 305-B-05-002 dated January 2005 ("Guide for Evaluating Capacity, Management, Operation, and Maintenance (CMOM) Programs at Sanitary Sewer Collection Systems"). This effort will include the "self-assessment" results from staff interviews. The CMOM is a framework for municipalities to identify and incorporate widely accepted wastewater industry practices to better manage, operate, and maintain collection systems. It will also be used to identify capacity constrained areas of the collection system and provide guidelines on how to respond to sanitary sewer overflow (SSO) events. The CMOM will help optimize the use of human and material resources by shifting maintenance activities from "reactive" to "predictive" leading to cost savings and reducing regulatory noncompliance. The CMOM planning framework covers operation and maintenance (O&M) planning, capacity assessment and assurance, capital improvement planning, and financial management planning.

Deliverables for this task will be the following:

1) Draft CMOM
2) Final CMOM

As there are many unknowns regarding the wastewater collection system conditions and potential deficiencies, we are unable to scope all the efforts and designs for engineering solutions that may be required to address all items. This CMOM effort will be based solely on records that can be provided by the City. This draft may also identify deficiencies based on the first draft with a schedule to address them in future Phases.

MILESTONES AND SCHEDULE

The following milestones and schedules are contemplated for the purposes of this proposal, and these may be refined after Notice to Proceed. Interim progress updates and deliverables will be reviewed with the City at recurring coordination meetings between milestone dates. The schedule below assumes approval of this scope and fee will be issued at the next City Commission Regular Meeting, followed by preparation and execution of the task order and receipt of Notice to Proceed in July 2024.

1) Kick-Off Meeting .....Within 1 week of NTP
2) Field Research ..... ±2 wks from kickoff
3) CO Compliance Plan ..... ±4 wks from Field Research
4) Wastewater Emergency Response Plan ..... ±8 wks from NTP
5) CMOM Development ..... ±24 wks from NTP

Overall Schedule for Phase 1 Scope of Services..... ±25 weeks
(Not including City review periods, public notice periods, or other factors outside of Consultant's control.)

ADDITIONAL SERVICES

Services requested by the City other than those specifically listed in this Scope of Services will be considered Additional Services for which the City and Consultant will mutually agree to additional fee and time prior to the execution of the services.

Please be advised of the following:

1. Evaluation of wastewater infrastructure not specifically described in scope above is not included.
2. Permitting assistance is not included.
3. Record drawings, water quality, and operations data required to support the evaluation will be provided by the City in accordance with the project schedule for data collection.
4. Evaluations for structural integrity, lead, asbestos, flood elevation, wind loading, and storm surge for existing structures are not included. Architectural and structural services for any building modifications are not included. If information suggests that further evaluation is needed to design and construct the intended improvements, additional services will be negotiated and amended to the scope of the project.
5. The following items are specifically excluded from the design:
    1. Field verifying existing construction and information indicated on existing record drawings, or field survey.
    2. Non-destructive testing of existing structural and architectural components. In the event such testing is warranted an amendment to the proposal will be provided to CITY subject for acceptance.
    3. HVAC systems
    4. Plumbing and fire protection/sprinkler system design

5. Hazardous materials abatement design
6. Code related upgrades outside of the project scope of work
7. Statements of Special Inspection

6. Modeling, geotechnical engineering, architectural and landscaping designs are not included as part of this project.

7. Wetland impacts, mitigation plans and protected species permitting; maintenance of traffic plans; environmental services; and tree permitting are not anticipated and are not included in this scope of work.

8. City will provide as-built/record documents of the existing facilities, utilities, and improvements within the service area in PDF format.

END OF ATTACHMENT A
SCOPE OF SERVICES SUMMARY

FLORIDA DEPARTMENT OF Environmental Protection

Northeast District
8800 Baymeadows Way West, Suite 100
Jacksonville, Florida 32256

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

December 22, 2023

Sent electronically to: dmartin@cityofflaglerbeach.com

Mr. Dale Martin, City Manager
City of Flagler Beach
105 Second Street
Flagler Beach, FL 32136

SUBJECT: **Department of Environmental Protection v. City of Flagler Beach**
OGC File No. 23-0409
Facility ID No. FL0026611
Flagler County

Dear Mr. Martin:

Enclosed is a copy of the executed Consent Order to resolve Case Number 23-0409. The effective date of this Order is December 22, 2023, and all timeframes will be referenced from this date.

As a reminder, a Consent Order is a binding legal document and was voluntarily entered into by both parties.

Should you have any questions concerning the Consent Order, please contact Tom Kallemeyn, at (904) 256-1606, or via email at Thomas.Kallemeyn@floridadep.gov. Your continued cooperation in the matter is appreciated.

Sincerely,

TG Kallemeyn

Thomas G. Kallemeyn
Assistant Director

Enclosure: Executed Consent Order #23-0409

ec: Johnny Lynn: jlynn@cityofflaglerbeach.com
FDEP-OGC: Lea Crandall
FDEP-NED: Joni Petry, Herndon Sims, Thomas Kallemeyn, Shannon Taylor, Dung Vo, DEP_NED

BEFORE THE STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION	)	IN THE OFFICE OF THE NORTHEAST DISTRICT
v.	)	OGC FILE NO. 23-0409
CITY OF FLAGLER BEACH	)	

CONSENT ORDER

This Consent Order (Order) is entered into between the State of Florida Department of Environmental Protection (Department) and City of Flagler Beach (Respondent) to reach settlement of certain matters at issue between the Department and Respondent.

The Department finds and Respondent admits the following:

1. The Department is the administrative agency of the State of Florida having the power and duty to protect Florida's air and water resources and to administer and enforce the provisions of Chapter 403, Florida Statutes (F.S.), and the rules promulgated and authorized in Title 62, Florida Administrative Code (F.A.C.). The Department has jurisdiction over the matters addressed in this Order.

2. Respondent is a person within the meaning of Section 403.031(9), F.S.

3. Respondent is the owner and is responsible for the operation of the Flagler Beach Wastewater Treatment Facility (WWTF), a 1.0 million gallons per day (MGD) annual average daily flow (AADF) domestic wastewater treatment facility consisting of a automatically cleaned bar screen with integral compactor, one oxidation ditch, two secondary clarifiers, two chlorine contact chambers (0.021 MG each), one dechlorination chemical feed system, one sludge holding tank (0.215 MG), eight sludge drying beds, and one Parshall Flume effluent flow meter (Facility). The Facility is also authorized to blend up to 0.50 MGD maximum daily flow reverse osmosis (RO) concentrate water from the City's nano-filtration potable water system. The final treated effluent is discharged to the Intracoastal Waterway. The domestic wastewater biosolids are treated to meet Class B requirements and applied on approved land application sites. The

Facility is operated under Wastewater Permit No. FL0026611 (Permit), which was issued on July 31, 2019, and will expire on July 31, 2024. The Facility is located at 2000 Avenue A, Flagler Beach, Florida, 322136, in Flagler County, Florida (Property). Respondent owns the Property on which the Facility is located.

4. The Department conducted a compliance evaluation and sanitary sewer inspection on November 18, 2022 and file review on October 29, 2023, and finds that the following violations occurred:

a) Respondent did not have a Sanitary Sewer Overflow Plan (SSOP) in violation of Rules 62-600.410(1) and 62-604.500(4)(b), F.A.C.

b) Respondent reported final effluent exceedances for Enterococci, Total Recoverable Iron, pH, Total Phosphorus (annual loading), Total Suspended Solids, and Total Radium 226 + Radium 228 from September 2020 through October 2023.

c) Respondent failed to report sanitary sewer overflows in accordance with Section X.20. of the permit in violation of Chapter 403, F.S. and Rule 62-604.130(1), F.A.C.

d) Additionally, Respondent had the following sanitary sewer overflows in violation of Rules 62-604.500(3) and 62-620.300(1), F.A.C.

I) On December 26, 2020, a 25-gallon spill from an overflowing manhole.

II) On October 18, 2021, a 70-gallon spill from a force main break.

III) On March 30, 2022, a 200-gallon spill from a scum pit overflow.

IV) On May 5, 2022, a 10,000-gallon spill from a crack in a force main.

V) On September 29, 2022, the WWTF designed for a flow of 1.0 MGD AADF; received flows due to Hurricane Ian and exceeded 2.0MGD for approximately two (2) days. The result was 1.5 million gallons of partially treated wastewater overflowed from the plant because of inflow and infiltration. The overflow stayed on property at 2000 Avenue A and did not reach surface waters.

VI) On November 11, 2022, a 3,000-gallon spill from the collection system during Tropical Storm Nicole.

VII) On November 11, 2022, 1 million gallons overflowed from a break in the gravity line during Tropical Storm Nicole. The overflow stayed on property at 2000 Avenue A and did not reach surface waters. A vactor truck was used to recover approximately 95% of the volume.

Having reached a resolution of the matter Respondent and the Department mutually agree and it is

ORDERED:

5. Respondent shall comply with the following corrective actions within the stated time periods:

6. Within 120 days of the effective date of this Consent Order, Respondent shall submit to the Department a plan with schedule to prevent and minimize sanitary sewer overflows and reduce infiltration and inflow into the collection system and to address exceedances for Total Recoverable Iron and Total Phosphorous (annual loading), (hereinafter, Compliance Plan).

a) The Compliance Plan may involve modifications to the Facility, modifications to the treatment processes, modifications to the collections system or reductions in the amounts of contaminants entering the facility. The Compliance Plan shall be prepared and sealed by a professional engineer registered in the State of Florida and shall include a time schedule by which compliance shall be achieved. Respondent must receive written notification of review and acceptance of the Compliance Plan from the Department (Notification) prior to implementation. If the Compliance Plan is deemed incomplete by the Department, or if the Department Requests Further Information (RFI), the Respondent shall provide this information in a written response within 30 days of the date of the RFI.

b) The Compliance Plan shall be implemented within 60 days of the date of Notification or the timeframe included within the accepted Compliance Plan.

c) Any design modifications to remedy the violations identified in paragraph 4 above and to ensure the Facility and associated collection system, will function in full

and consistent compliance with all applicable rules shall be prepared and submitted to the Department under seal by a professional engineer registered in the state of Florida.

d) Respondent shall submit a complete application for a Department wastewater permit to construct the modifications submitted pursuant to the Compliance Plan, if such permit is required. In the event the Department requires additional information to process the permit application, Respondent shall provide a written response to information requested by the department within 30 days of the date of the request.

e) Within 60 days after completion of the construction, Respondent shall submit to the Department a Certification of Completion, prepared and sealed by a professional engineer registered in the State of Florida, stating that modifications to the Facility and collection system have been constructed in accordance with the provisions of the Permit or, if no Permit is required the design modification(s) submitted pursuant to the Compliance Plan.

7. Respondent shall comply with the following discharge limitations and other requirements set forth in the Permit:

a. Beginning on the first day of the month following the effective date of this Order and lasting until July 31, 2024, the interim limits are as shown in Table 10, below:

Table 1- Interim Limits

Parameter	Units	Max/Min	Limit	Statistical Basis	Frequency of Analysis	Monitoring Site Number	Sample Type
Total Phosphorus, (as P)	lb/yr	Max	6900	Annual Total	Monthly	CAL - 1	Calculated

b. Tests conducted pursuant to this monitoring program shall conform to Rule 62-4.246, Florida Statutes, Chapters 62-160 and 62-660, Fla. Admin. Code, and 40 Code of Federal Regulations 136, as appropriate.

c. These monitoring requirements do not act as State of Florida Department of Environmental Protection Wastewater Permit effluent limitations, nor do they authorize or otherwise justify violation of the Florida Air and Water Pollution Control Act, Part I, Chapter 403, Florida Statutes, during the pendency of this Order.

8. Within 365 days of the effective date of this Consent Order, Respondent shall develop a documented Capacity, Management, Operation, and Maintenance (CMOM) program in accordance with US EPA document 305-B-05- 002 dated January 2005 ("Guide for Evaluating Capacity, Management, Operation, and Maintenance (CMOM) Programs at Sanitary Sewer Collection Systems").

9. Within 528 days of the effective date of this Consent Order, Respondent shall fully implement for the entire system, a documented Capacity, Management, Operation, and Maintenance (CMOM) program in accordance with US EPA document 305-B-05- 002 dated January 2005 ("Guide for Evaluating Capacity, Management, Operation, and Maintenance (CMOM) Programs at Sanitary Sewer Collection Systems").

10. Within 180 days of the effective date of this Consent Order, Respondent shall provide an updated comprehensive wastewater Emergency Response Plan as part of the collection system Operations & Maintenance Manual that is consistent with Rule 62-604.500, F.A.C., and details the City's (1) SSO response plans including surface water quality sampling protocols, and (2) hurricane and severe storm preparedness and response.

The Emergency Response Plan shall include:

(i) The steps staff shall follow upon discovery of an unauthorized discharge, with the goal of immediately limiting the threat to public health and the environment by stopping the discharge, limiting the extent of impacts, and controlling public access to impacted areas;

(ii) Where and how staff may rapidly access information regarding the locations of pipes, valves, pumps, and other components of the system for purposes of responding to an unauthorized discharge;

(iii) Who has authority to direct a response, including acquiring equipment or

materials, mobilizing and directing staff and contractors, and initiating required notifications;

(iv) How internal communications will be conducted, beginning with notification of the person authorized to direct the response when an unauthorized discharge is discovered;

(v) How and when sampling of surface waters will be conducted, if necessary, who will collect samples and how the samples will be handled and transported to a certified laboratory, and what parameters will be analyzed, with analyses to include *Escherichia coli* for Class III fresh waters and *Enterococci* for Class III marine waters. Sampling locations should be selected to reflect (1) background/upstream conditions not receiving effluent or sewage, (2) the impacted area as close as possible to where the wastewater entered the water body, and (3) the impacted area downstream of or outward from the point in which the effluent or sewage entered the waterbody, with multiple sample points as needed to demonstrate the extent of the impacts.

(vi) Where and how equipment or materials may be obtained, how staff may be dispatched, and how contractors may be mobilized to respond to the discharge and to repair the damage or correct the problem that resulted in the discharge;

(vii) How and when the required notifications will be made and updates provided to the Department, other regulatory agencies, and the public, including signs and other measures prepared in advance for public access control, and specifically including;

1) Oral notification to the department for all incidents within 24 hours of discovery and/or the State Watch Office at (800) 320-0519, for unauthorized discharges greater than 1,000 gallons or that may endanger public health or the environment within 24 hours of discovery, as describe under permit condition X.20;

2) Respondent shall report all noncompliance events related to sanitary sewer overflows or bypass events to the Department electronically using the Department's Business Portal at http://www.fldepportal.com/go/ (via "Submit" followed by "Report" or "Registration/Notification").

3) The Department's Public Notice of Pollution may also be reported

through the Business Portal webpage above or at http://prodenv.dep.state.fl.us/DepPNP/user/pnpRequest for unauthorized discharges greater than 1,000 gallons or that may endanger public health or the environment within 24 hours of discovery, and;

4) A written report submitted to the Department within 5 days of discovery to include the following information:

i. What is the final spill volume of the SSO?

ii. Did the SSO reach surface waters?

iii. How much of the SSO's volume reached surface waters, if any?

iv. How much volume of the SSO was recovered?

v. How much volume of the SSO was not recoverable?

vi. Describe what happened to cause the SSO;

vii. Describe the actions taken to remediate the SSO; and

viii. Describe the actions taken, or to be taken, to prevent future SSOs of this nature.

(viii) How discharge volumes will be estimated, basing calculations on such factors as pipe size, pressure, size of opening, and any other applicable information;

(ix) How the event will be documented and tracked, and how the information will be incorporated into Respondent's management of the sanitary sewer system;

(x) Numbers and type of portable or fixed generators, bypass pumps, vacuum trucks, transport vehicles, personnel, and quantities of fuel to be kept in readiness for emergencies, and how items will be mobilized and deployed to keep pump stations and wastewater treatment and disposal operating during a significant power outage event,

(xi) What outside resources, such as contractors, Mutual Aid Agreements or FlaWARN, may be called upon when needed, how the request for assistance is handled, what documentation is necessary as work proceeds, and how the outside assistance will be supervised, accounted for, and coordinated with Respondent's own equipment and personnel,

(xii) A public education campaign with 3 components:

1) outreach to customers via social media and other means prior to hurricane season, addressing sanitary sewer overflow prevention through maintenance of service connections and grease traps, not opening cleanouts or manholes, and preventing blockages,

2) outreach as a predicted event approaches (e.g., hurricane), addressing what customers should do or should avoid to prevent or be prepared for sanitary sewer overflows, and how customers can get information regarding their system before the storm,

3) outreach after the event, addressing how to deal with backups and floodwaters, proper cleanup, health precautions, and how to get information about the sewer system's status or report problems.

11. Every six months after the effective date of this Order and continuing until all corrective actions have been completed, Respondent shall submit to the Department a written report containing information about the status and progress of projects being completed under this Order, information about compliance or noncompliance with the applicable requirements of this Order, including construction requirements and effluent limitations, and any reasons for noncompliance. These reports shall also include a projection of the work Respondent will perform pursuant to this Order during the 12-month period which will follow the report. Respondent shall submit the reports to the Department within 30 days of the end of each six-month period.

12. Within 30 days of the effective date of this Order, Respondent shall pay the Department $17,750.00 in settlement of the regulatory matters addressed in this Order. This amount includes $16,750.00 for civil penalties and $1,000 for costs and expenses incurred by the Department during the investigation of this matter and the preparation and tracking of this

Order. The civil penalty in this case includes two violations that each warrant a penalty of $2,000.00 or more.

13. Respondent agrees to pay the Department stipulated penalties in the amount of $100.00 per day for each and every day Respondent fails to timely comply with any of the requirements of paragraphs 5 through 11 of this Order.

The Department may demand stipulated penalties at any time after violations occur. Respondent shall pay stipulated penalties owed within 30 days of the Department's issuance of written demand for payment, and shall do so as further described in paragraph 16 below. Nothing in this Paragraph shall prevent the Department from filing suit to specifically enforce any terms of this Order. Any stipulated penalties assessed under this paragraph shall be in addition to the civil penalties agreed to in paragraph 11 of this Order.

14. In lieu of making payment of $16,750 in civil penalties as set forth in paragraph 12 above, Respondent may elect to off-set this amount by implementing an in-kind penalty project, which must be approved by the Department. An in-kind project must be either an environmental enhancement, environmental restoration, or a capital/facility improvement project and may not be a corrective action requirement of the Order or otherwise be required by law. The Department may also consider the donation of environmentally sensitive land as an in-kind project. The value of the in-kind project shall be one and a half times the civil penalty off-set amount, which in this case is the equivalent of at least $25,125.00. If the Respondent chooses to implement an in-kind project, Respondent shall notify the Department of its election by certified mail within 15 days of the effective date of this Consent Order. Notwithstanding the election to implement an in-kind project, payment of the remaining $1,000 in Department costs must be paid within 30 days of the effective date of the Consent Order.

15. In the event that Respondent elects to off-set civil penalties by implementing an in-kind penalty project which is approved by the Department, during the period that this Order remains in effect or during the effective date of any Department issued Permit to Respondent whichever is longer (Prohibited Transfer Duration), Respondent shall not transfer or use funds obtained by the Respondent from the collection of sewer rates for any purpose not related to the

management, operation, or maintenance of the Sewer System or to any capital improvement needs of the Sewer System (hereinafter, Prohibited Transfer). Respondent shall annually certify to the Department using the Annual Certification Form located on Exhibit A to this Order that no Prohibited Transfer has occurred. In the event of any Prohibited Transfer, the In-Kind project option shall be forfeited, and entire civil penalty shall immediately become due and owing to the Department irrespective of any expenditures by the Respondent in furtherance of the In-Kind project.

16. If Respondent elects to implement an in-kind project as provided in paragraph 13, the respondent shall comply with all the requirements and time frames in Exhibit A entitled In-Kind Projects.

17. Respondent shall make all payments required by this Order by cashier's check, money order or on-line payment. Cashier's check or money order shall be made payable to the "Department of Environmental Protection" and shall include both the OGC number assigned to this Order and the notation "Water Quality Assurance Trust Fund." Online payments by e-check can be made by going to the DEP Business Portal at: http://www.fldepportal.com/go/pay/. It will take a number of days after this order is final, effective and filed with the Clerk of the Department before ability to make online payment is available.

18. Except as otherwise provided, all submittals and payments required by this Order shall be sent to Abhi Maturi, Department of Environmental Protection, Northeast District Office. Online payments may be made at the FDEP Business Portal;

https://www.fldepportal.com/DepPortal/go/home18. Respondent shall allow all authorized representatives of the Department access to the Facility and the Property at reasonable times for the purpose of determining compliance with the terms of this Order and the rules and statutes administered by the Department.

19. In the event of a sale or conveyance of the Facility or of the Property upon which the Facility is located, if all of the requirements of this Order have not been fully satisfied, Respondent shall, at least 30 days prior to the sale or conveyance of the Facility or Property,

(a) notify the Department of such sale or conveyance, (b) provide the name and address of the purchaser, operator, or person(s) in control of the Facility, and (c) provide a copy of this Order with all attachments to the purchaser, operator, or person(s) in control of the Facility. The sale or conveyance of the Facility or the Property does not relieve Respondent of the obligations imposed in this Order.

20. If any event, including administrative or judicial challenges by third parties unrelated to Respondent, occurs which causes delay or the reasonable likelihood of delay in complying with the requirements of this Order, Respondent shall have the burden of proving the delay was or will be caused by circumstances beyond the reasonable control of Respondent and could not have been or cannot be overcome by Respondent's due diligence. Neither economic circumstances nor the failure of a contractor, subcontractor, materialman, or other agent (collectively referred to as "contractor") to whom responsibility for performance is delegated to meet contractually imposed deadlines shall be considered circumstances beyond the control of Respondent (unless the cause of the contractor's late performance was also beyond the contractor's control). Upon occurrence of an event causing delay, or upon becoming aware of a potential for delay, Respondent shall notify the Department by the next working day and shall, within seven calendar days notify the Department in writing of (a) the anticipated length and cause of the delay, (b) the measures taken or to be taken to prevent or minimize the delay, and (c) the timetable by which Respondent intends to implement these measures. If the parties can agree that the delay or anticipated delay has been or will be caused by circumstances beyond the reasonable control of Respondent, the time for performance hereunder shall be extended. The agreement to extend compliance must identify the provision or provisions extended, the new compliance date or dates, and the additional measures Respondent must take to avoid or minimize the delay, if any. Failure of Respondent to comply with the notice requirements of this paragraph in a timely manner constitutes a waiver of Respondent's right to request an extension of time for compliance for those circumstances.

21. The Department, for and in consideration of the complete and timely performance by Respondent of all the obligations agreed to in this Order, hereby conditionally waives its

right to seek judicial imposition of damages or civil penalties for the violations described above up to the date of the filing of this Order. This waiver is conditioned upon Respondent's complete compliance with all of the terms of this Order.

22. This Order is a settlement of the Department's civil and administrative authority arising under Florida law to resolve the matters addressed herein. This Order is not a settlement of any criminal liabilities which may arise under Florida law, nor is it a settlement of any violation which may be prosecuted criminally or civilly under federal law. Entry of this Order does not relieve Respondent of the need to comply with applicable federal, state, or local laws, rules, or ordinances.

23. The Department hereby expressly reserves the right to initiate appropriate legal action to address any violations of statutes or rules administered by the Department that are not specifically resolved by this Order.

24. Respondent is fully aware that a violation of the terms of this Order may subject Respondent to judicial imposition of damages, civil penalties up to $15,000.00 per day per violation, and criminal penalties.

25. Respondent acknowledges and waives its right to an administrative hearing pursuant to sections 120.569 and 120.57, F.S., on the terms of this Order. Respondent also acknowledges and waives its right to appeal the terms of this Order pursuant to section 120.68, F.S.

26. Electronic signatures or other versions of the parties' signatures, such as .pdf or facsimile, shall be valid and have the same force and effect as originals. No modifications of the terms of this Order will be effective until reduced to writing, executed by both Respondent and the Department, and filed with the clerk of the Department.

27. The terms and conditions set forth in this Order may be enforced in a court of competent jurisdiction pursuant to sections 120.69 and 403.121, F.S. Failure to comply with the terms of this Order constitutes a violation of section 403.161(1)(b), F.S.

28. This Consent Order is a final order of the Department pursuant to section 120.52(7), F.S., and it is final and effective on the date filed with the Clerk of the Department

unless a Petition for Administrative Hearing is filed in accordance with Chapter 120, F.S. Upon the timely filing of a petition, this Consent Order will not be effective until further order of the Department.

29. Respondent shall publish the following notice in a newspaper of daily circulation in Flagler County, Florida. The notice shall be published one time only within 15 days of the effective date of the Order. Respondent shall provide a certified copy of the published notice to the Department within 10 days of publication.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

NOTICE OF CONSENT ORDER

The Department of Environmental Protection ("Department") gives notice of agency action of entering into a Consent Order with CITY OF FLAGLER BEACH pursuant to section 120.57(4), Florida Statutes. The Consent Order addresses the sanitary sewer overflows at 2000 Avenue A Flagler Beach, Florida 32136 and collection system, as well as effluent exceedances. The Consent Order is available for public inspection during normal business hours, 8:00 a.m. to 5:00 p.m., Monday through Friday, except legal holidays, at the Department of Environmental Protection, Northeast District Office.

Persons who are not parties to this Consent Order, but whose substantial interests are affected by it, have a right to petition for an administrative hearing under sections 120.569 and 120.57, Florida Statutes. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition concerning this Consent Order means that the Department's final action may be different from the position it has taken in the Consent Order.

The petition for administrative hearing must contain all of the following information:

a) The name and address of each agency affected and each agency's file or identification number, if known;

b) The name, address, any e-mail address, any facsimile number, and telephone number of the petitioner, if the petitioner is not represented by an attorney or a qualified representative; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the

course of the proceeding; and an explanation of how the petitioner's substantial interests will be affected by the agency determination;

c) A statement of when and how the petitioner received notice of the agency decision;

d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;

e) A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the agency's proposed action;

f) A statement of the specific rules or statutes the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and

g) A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the agency to take with respect to the agency's proposed action.

The petition must be filed (received) at the Department's Office of General Counsel, 3900 Commonwealth Boulevard, MS# 35, Tallahassee, Florida 32399-3000 or received via electronic correspondence at Agency_Clerk@floridadep.gov, within 21 days of receipt of this notice. A copy of the petition must also be mailed at the time of filing to the District Office at Northeast District Office. Failure to file a petition within the 21-day period constitutes a person's waiver of the right to request an administrative hearing and to participate as a party to this proceeding under sections 120.569 and 120.57, Florida Statutes. Before the deadline for filing a petition, a person whose substantial interests are affected by this Consent Order may choose to pursue mediation as an alternative remedy under section 120.573, Florida Statutes. Choosing mediation will not adversely affect such person's right to request an administrative hearing if mediation does not result in a settlement. Additional information about mediation is provided in section 120.573, Florida Statutes and Rule 62-110.106(12), Florida Administrative Code.

30. Rules referenced in this Order are available at:
https://floridadep.gov/water/water/content/water-resource-management-rules

FOR THE RESPONDENT:

Dale L. Martin 12/18/23

Dale Martin
City Manager

Date

FOR DEPARTMENT USE ONLY

DONE AND ORDERED this 22nd day of December 2023, in Duval County, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION

Gregory J. Strong
District Director
Northeast District Office

TGK

Filed, on this date, pursuant to section 120.52, F.S., with the designated Department Clerk, receipt of which is hereby acknowledged.

Clerk

December 22, 2023
Date

Copies furnished to:

FDEP OGC: Lea Crandall, Agency Clerk, Mail Station 35 (executed copy)
FDEP-NED: Abhi Maturi, Herndon Sims, Joni Petry, DEP_NED, Tom Kallemeyn
WCAPHQ@dep.state.fl.us (executed copy)

Exhibit A

In-Kind Projects

I. **Introduction**

Proposal

a. Within 60 days of the effective date of this Consent Order, or, of the Department's notification that applying stipulated penalties to an in-kind project is acceptable, Respondent shall submit, by certified mail, a detailed in-kind project proposal to the Department for evaluation. The proposal shall include a summary of benefits, proposed schedule for implementation and documentation of the estimated costs which are expected to be incurred to complete the project. These costs shall not include those incurred in developing the proposal or obtaining approval from the Department for the in-kind project.

Proposal Certification Form

b. The proposal shall also include a Certification by notarized affidavit from a senior management official for the City of Flagler Beach who shall testify as follows:

My name is _____ (print or type name of senior management official) and do hereby testify under penalty of law that:

A. I am a person with management responsibilities for _____ (print or type name of Respondent) budget and finances. During the eighteenth month period prior to the effective date of Consent Order OGC Case No.: _____ there has not been any transfer or use of funds obtained by the _____ (print or type name of Respondent) from the collection of sewer rates for any purpose not related to the management, operation, or maintenance of the Sewer System or to any capital improvement needs of the Sewer System.

B. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowingly submitting false information in this certification.

Sworn to and subscribed before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20___ by

_____

Personally, known or by Production of the following Identification _____

Notary Public, State of Florida

Printed/typed or stamped name:

My Commission Expires: _____

Commission/Serial No.: _____

Annual Certification Form

My name is _____ (print or type name of senior management official) and do hereby testify under penalty of law that:

A. I am a person with management responsibilities for _____ (print or type name of Respondent) budget and finances. During the twelve month period immediately preceding the notary date on this Certification, there has not been any transfer or use of funds obtained by the _____ (print or type name of Respondent) from the collection of sewer rates for any purpose not related to the management, operation, or maintenance of the Sewer System or to any capital improvement needs of the Sewer System.

B. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowingly submitting false information in this certification.

Sworn to and subscribed before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20___ by

_____

Personally, known or by Production of the following Identification _____

Notary Public, State of Florida

Printed/typed or stamped name:

My Commission Expires: _____

Commission/Serial No.: _____

c. If the Department requests additional information or clarification due to a partially incomplete in-kind project proposal or requests modifications due to deficiencies with Department guidelines, Respondent shall submit, by certified mail, all requested additional information, clarification, and modifications within 15 days of receipts of written notice.

d. If upon review of the in-kind project proposal, the Department determines that the project cannot be accepted due to a substantially incomplete proposal or due to substantial deficiencies with minimum Department guidelines; Respondent shall be notified, in writing, of the reason(s) which prevent the acceptance of the proposal. Respondent shall correct and redress all the matters at issue and submit, by certified mail, a new proposal within 30 days of receipt of written notice. In the event that the revised proposal is not approved by the Department, Respondent shall make payment of the civil penalties as set forth in paragraph above, within 30 days of Department notice.

e. Within 120 days of the effective date of this Consent Order, or, of the Department's notification that applying stipulated penalties to an in-kind project is acceptable Respondent shall obtain approval for an in-kind project from the Department. If an in-kind project proposal is not approved by the Department within 120 days of the effective date of this Consent Order, or, of the Department's notification that applying stipulated penalties to an in-kind project is acceptable then Respondent shall make payment of the civil penalties as set forth in paragraph above, within 30 days of Department notice.

f. Within 180 days of obtaining Department approval for the in-kind proposal or in accordance with the approved schedule submitted pursuant to paragraph above, Respondent shall complete the entire in-kind project.

g. During the implementation of the in-kind project, Respondent shall place appropriate sign(s) at the project site indicating that Respondent's involvement with the project is the result of a Department enforcement action. Respondent may remove the sign(s) after the project has been completed. However, after the project has been completed Respondent shall not post any sign(s) at the site indicating that the reason for the project was anything other than a Department enforcement action.

h. In the event, Respondent fails to timely submit any requested information to the Department, fails to complete implementation of the in-kind project or otherwise fails to comply with any provision of this paragraph, the in-kind penalty project option shall be forfeited, and the entire amount of civil penalties shall be due from the Respondent to the Department within 30 days of Department notice. <u>If the in-kind penalty project is terminated and Respondent timely remits the $16,750 penalty, no additional penalties shall be assessed under paragraph 13 for failure to complete the requirement of this paragraph.</u>

i. Within 15 days of completing the in-kind project, Respondent shall notify the Department, by certified mail, of the project completion and request a verification letter from the Department. Respondent shall submit supporting information verifying that the project was completed in accordance with the approved proposal and documentation showing the actual costs incurred to complete the project. These costs shall not include those incurred in developing the proposal or obtaining approval from the Department for the project.

j. If upon review of the notification of completion, the Department determines that the project cannot be accepted due to a substantially incomplete notification of completion or due to substantial deviations from the approved in-kind project; Respondent shall be notified, in writing, of the reason(s) which prevent the acceptance of the project. Respondent shall correct and redress all the matters at issue and submit, by certified mail, a new notification of completion within 15 days of receipt of the Department's notice. If upon review of the new submittal, the Department determines that the in-kind project is still incomplete or not in accordance with the approved proposal, the in-kind penalty project option shall be forfeited, and the entire amount of civil penalty shall be due from the Respondent to the Department within 30 days of Department notice. <u>If the in-kind penalty project is terminated and Respondent timely remits the $16,750, no additional penalties shall be assessed under paragraph 12 for failure to complete the requirements of this paragraph.</u>

STAFF REPORT

City Commission Regular Meeting

April 24, 2025

To: Elected Officials

From: Dale L. Martin, City Manager

Date: April 17, 2025

Item Name: Resolution 2025-41. A Resolution by the City Commission of the City of Flagler Beach to approve the Professional Services Agreement proposed by McKim & Creed Inc. to complete tasks outlined in Exhibit "A" Scope of Services Summary in response to the Florida Department of Environmental Protection's Amended Consent Order, Case #23-0409 for a fee not to exceed $41,646.00 under Project # 571 and a budget amendment to cover the expense; providing for conflict and an effective date.

Background: The City of Flagler Beach and the Florida Department of Environmental Protection (FDEP) entered a Consent Order for Case Number 23-0409 in December 2023.

The City contracted McKim and Creed Inc. to resolve the Case for an amount not to exceed $289,920.00 in July of 2024. The services to be completed by McKim & Creed included Project Management, Field Research/Personnel Interviews, Consent Order Compliance Plan & Reporting, a Wastewater Emergency Response Plan, and the development of a Capacity, Management, Operation and Maintenance program (CMOM).

In December 2024, the City received a Draft Amended Consent Order from FDEP. The following month in January 2025, McKim and Creed Inc. facilitated a conference call between the City and FDEP to discuss the Draft Amended Consent Order. As a result, FDEP sent an updated Amended Consent Order to the City in February 2025 which outlined additional requirements and provided an extended reprieve on the compliance schedule and Interim limits.

For the additional work required under the updated Amended Order to address total suspended solids and enterococci exceedance issues through a Compliance Plan and update report to FDEP on compliance progress every six months, McKim and Creed Inc. has provided the City with the attached Amended Consent Order Assistance and Scope of Services Summary covering an additional 180 days of effort for an amount not to exceed $41,646.00.

Fiscal Impact: $41,646.00 to be transferred from Utility Unrestricted Reserves to Professional Services Project # 571.

Staff Recommendation: Staff recommends approval Resolution 2025-41.

Attachment:

Resolution 2025-41

RESOLUTION 2025-37

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH TO APPROVE THE PROFESSIONAL SERVICES AGREEMENT PROPOSED BY MCKIM & CREED INC. TO COMPLETE TASKS OUTLINED IN EXHIBIT "A" SCOPE OF SERVICES SUMMARY IN RESPONSE TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S AMENDED CONSENT ORDER, CASE #23-0409 FOR A FEE NOT TO EXCEED $41,646.00 UNDER PROJECT # 571 AND A BUDGET AMENDMENT TO COVER THE EXPENSE; PROVIDING FOR CONFLICT AND AN EFFECTIVE DATE.

WHEREAS, the City of Flagler Beach and the Florida Department of Environmental Protection entered into a Consent Order in December 2023; and

WHEREAS, the City of Flagler Beach engaged McKim & Creed Inc. in July, 2024 to provide professional services on behalf of the City of Flagler Beach to ensure compliance with the original Consent Order in an amount not to exceed $289,920; and,

WHEREAS, the Florida Department of Environmental Protection issued an Amended Consent Order in February 2025 to the City of Flagler Beach encompassing additional requirements; and,

WHEREAS, City staff requested a proposal from McKim & Creed Inc. to provide additional professional services in response to the Amended Consent Order; and,

WHEREAS, McKim & Creed Inc.'s proposal is in an amount not to exceed $41,646.00;

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

SECTION 1. That the City of Flagler Beach hereby approves the Professional Services Agreement and "Exhibit A" Scope of Services Summary from McKim & Creed Inc. for Amended Consent Order Assistance under Project # 571 in an amount not to exceed $41,646.00.

SECTION 2. All resolutions or parts of resolutions in conflict herewith be and the same are hereby repealed.

SECTION 3. This Resolution shall become effective immediately upon passage as provided by law.

PASSED AND ADOPTED THIS 24th DAY OF APRIL, 2025.

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

ATTEST:

_____
Patti King, Mayor

_____
Penny Overstreet, City Clerk

Attachment:
Exhibit "A"

McKIM&CREED
ENGINEERS SURVEYORS PLANNERS

February 21, 2025

Bill Freeman, P.E., City Engineer
City of Flagler Beach
Via Email: bfreeman@cityofflaglerbeach.com

RE: Amended Consent Order Assistance
Professional Services Amended Task Order Proposal

Dear Bill,
On behalf of the entire team at McKim & Creed, we thank the City for this opportunity to continue assistance with the response to the City's FDEP Amended Consent Order (ACO) to resolve Case Number 23-0409. Considering the urgent need to address the ACO and the State's deadlines, we have offered a proposal that represents the best use of the remaining time while meeting the new requirements of the ACO. The table below summarizes our proposed tasks and fees. We estimate approximately 180 days of effort are needed to address the additional requirements of the ACO. For additional details on scope and schedule, please see **Attachment A – Scope of Services Summary**.

Task	Description	Task Fee
Task 1	Project Management Services	$12,379.00
Task 3A	ACO Compliance Plan & Reporting	$29,267.00
	Total Proposed Fee	**$41,646.00**

Note: Lump Sum tasks will be invoiced monthly based on the percent of scope completed for that task. Direct expenses for project-related costs (e.g., travel, print shop services) are included in the stated lump sum fees and will not be submitted for separate reimbursement.

The tasks identified in the originating task order are to remain in effect through their completion. Were additional efforts are not needed to assist with the requirements of the ACO, it is explicitly identified in **Attachment A – Scope of Services Summary**.

After your review of the details of our proposal, please let me know if you would like to schedule a time to discuss.

Sincerely,

Mario E. Loaiza, P.E., F.ASCE
Regional Manager

Charles Hill, P.E., BCEE
Client Manager

OWNER:

By: _____
Signature

By: Patti King
Printed

Title: Mayor, City of Flagler Beach

Attest: _____

Title: _____

Address for giving notices:

_____

_____

_____

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

ENGINEER:

By: _____
Signature

By: **Mario E. Loaiza, P.E., F.A.S.C.E.**
Printed

Title: **Regional Manager**

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Title: _____

Address for giving notices:

_____

_____

_____

License No.: _____

ATTACHMENT A
SCOPE OF SERVICES SUMMARY

Proposal No.: TBD
Project Name: Amended Consent Order Assistance
Project Jurisdiction: City of Flagler Beach, Florida
Proposal Date: February 21, 2025

Pursuant to the terms of its Master Contract for Professional Services, dated March 1, 2024, and Resolution 2024-40 of the City of Flagler Beach City Commission, dated July 11, 2024, McKim & Creed, Inc. (Consultant) is providing this amended scope of services (Amended Scope) to the City of Flagler Beach, Florida (City) for professional services related to the Amended Consent Order (Amended Order) Response Assistance & CMOM development.

PROJECT UNDERSTANDING

The City of Flagler Beach and the Florida Department of Environmental Protection (FDEP) Priorly entered into Consent Order (Original Order) for Case Number 23-0409. The Consultant was retained by the City to assist with compliance with the requirements of the Original Order. Since then, the FDEP has issued a Draft Amended Consent Order to the City on December 13, 2024.

As part of their assistance to the City, the Consultant reviewed the Draft Amended Order and, on January 3, 2025, facilitated a conference between the City, the FDEP, and the Consultant on comments or concerns. During the conference, the FDEP acknowledged the comments and concerns and stated they would update the Draft Amended Order and issue it back to the City for review and execution.

On February 18, 2025, FDEP issued the updated Amended Order, and the City Manager executed the City's portion of the agreement. While the Amended Order is pending final execution by the FDEP, the additional requirements are well identified. The Amended Order will require the City to address total suspended solids and enterococci exceedance issues through a Compliance Plan and update the FDEP every 6 months on the compliance progress. In addition, the Amended Order provides an extended reprieve on the compliance schedule and interim limits.

Through this Amended Scope, the Consultant will provide additional services to assist the City with the Amended Order.

PROPOSED SCOPE AND FEE

Details of our proposed scope of services, fees, and deliverables associated with the assistance of the Amended Consent Order are outlined below. Where budgeted efforts from the Original Scope do not need to increase, it has been identified as such. The original assumptions and exceptions of the Original Scope will remain in effect.

TASK 1 – PROJECT MANAGEMENT — Additional $12,397 Fee

This original task includes general project administration and management tasks such as meetings and general communication with the City, project documentation, management of proposed scope, fee, and schedule, and project invoicing. Minor additional efforts are required to continue the project through the extended schedule.

TASK 2 – FIELD RESEARCH / PERSONNEL INTERVIEWS No Additional Fee

No changes have been proposed to the scope of services, but efforts will continue, and the remaining budget will be utilized towards the project as needed.

TASK 3A – AMENDED CO COMPLIANCE PLAN & REPORTING Additional $29,267 Fee

The Consultant had priorly prepared a Compliance Plan and the first 6-Month Report in response to the Original Consent Order and transmitted them to the FDEP in November 2024. Since transmittal, the FDEP has issued a Draft Amended Consent Order. When finally executed, this new Amended Consent Order will require a Compliance Plan to address additional items, including provisions to correct total suspended solids and enterococci effluent exceedances. Through their prior work in this task, the Consultant gathered much of the data required to address the Amended Consent Order but has not analyzed the data.

A site walkthrough was held between City and Consultant staff on January 13, 2025. Discussions and observations indicate that the facility's activated sludge process is not well optimized, with the likely cause being the lack of throughput of the sludge dewatering process. The sludge dewatering process currently relies on drying beds, which are subjected to limitations outside of City control. Currently, the City is entering into a contract to install an upgraded sludge dewatering facility that utilizes a screw press, which, when brought online, should help resolve throughput issues.

Leading up to the biosolids improvements, the City still has to comply with the permit Consent Order requirements. To assist the City in gaining more insight and control of its current and future sludge dewatering facility, the Consultant will perform additional services through this Scope Amendment, the Consultant will perform:

- An analysis of existing data gathered related to the new requirements of the Amended Consent Order. Data sources could include Discharge Monitoring Reports (DMRs), daily operational records, record drawings, and field tests.
- Inventory the current process control monitoring equipment on site with recommendations for additional equipment.
- The Consultant will provide staff members onsite, one of whom holds a Florida Class A Wastewater license and a Professional Engineering license for two days, and an additional subject matter expert staff for one day. The budget includes travel and direct expenses. Consultant staff will work with City operational staff to better understand operations, plant performance, activated sludge process control, disinfection process control, and record keeping. The visits will memorialize a snapshot of the facility's operation to put other available data into context. The Consultant staff, during their visits, will perform or observe City staff perform:
    - Standard solids analysis, which could include settleometer, diluted settelometers, mixed liquor and return activated sludge total suspended solids (MLSS and RAS SS), volatile suspended solids, sludge volume index, and microscopic evaluation.
    - Clarifier performance monitoring, which could include sludge blanket measurements, monitoring of RAS rates, and documenting solids carryover.
    - Measurements of dissolved oxygen profiles through the oxidation ditch basins.
    - Measurements of total nitrogen and nitrate/nitrate concentrations in final effluent.
    - Measurements of chlorine residual profile through the chlorine contact chambers.
- Calculations of activated sludge process control elements, including CBOD loading,

theoretical yield rates, wasting rates, solids retention time (SRT), and food-to-mass ratio.

- Calculations on clarifier performance, including loading and overflow rates, and state-point analysis.
- Workshop recommendations with the City staff.
- Update the Compliance Plan to the requirements of the Amended Consent Order.
- Additional tracking and reporting of the additional requirements through the six-month reports to the FDEP. The Original Scope had two reporting periods budgeted. Due to the additional requirements of the Amend Order and the time needed to meet them, an additional two (2) six-month reports will be budgeted.

Deliverables for this task will be the following:

1) Signed and Sealed Updated Compliance Plan
2) Six-Month Compliance Reports to the State.

TASK 4 – WASTEWATER EMERGENCY RESPONSE PLAN **No Additional Fee**

No changes have been proposed to the scope of services, but efforts will continue, and the remaining budget will be utilized towards the project as needed.

TASK 5 – CMOM DEVELOPMENT **No Additional Fee**

No changes have been proposed to the scope of services, but efforts will continue, and the remaining budget will be utilized towards the project as needed.

MILESTONES AND SCHEDULE

Through the Amended Consent Order schedule of compliance, the City will have additional time to meet the original and new requirements. Assuming that the final, executed, Amended Consent Order follows the schedule of the draft, the Consultant is proposing the following new milestones and schedule.

1) Field Research .....Performed Monday January 13, 2025
2) Review of existing data ..... ±2 wks from NTP
3) Two days of operational assistance..... ±4 wks from NTP
4) Updated Compliance Plan .....±12 wks from NTP*

   * The Amended Consent Order requires an updated Compliance Plan submitted to the FDEP within 90 days of execution of the Order.

ADDITIONAL SERVICES

Services requested by the City other than those specifically listed in this Scope of Services will be considered Additional Services for which the City and Consultant will mutually agree to additional fees and time before the execution of the services. The Original Scope of Services exceptions and assumptions remain in effect.

END OF ATTACHMENT A
SCOPE OF SERVICES SUMMARY

Fee Summary

Task		Project Manager II	Technical Specialist I (Process)	Project Engineer III (Civil/Mech)	GIS Technician II	Engineer Intern	Designer II				Sn Project Admin	Total Hours	Total Labor Fee	Direct Expenses	Total Fee
		$ 334.00	$ 268.00	$ 228.00	$ 110.00	$ 156.00	$ 144.00	$ -	$ -	$ -	$ 117.00				
Task 1 Project Management															
	Project Management	20	8	12							7	47	$ 12,379.00	$ -	$ 12,379.00
Task 1 Subtotal		**20**	**8**	**12**							**7**	**47**	**$ 12,379.00**	**$ -**	**$ 12,379.00**
Task 3A Amended CO Compliance Plan and Reporting															
	Amended CO Plan and Reporting	8	28	80							3	119	$ 28,767.00	$ 500.00	$ 29,267.00
Task 2 Subtotal		**8**	**28**	**80**							**3**	**119**	**$ 28,767.00**	**$ 500.00**	**$ 29,267.00**
Total		**28**	**36**	**92**							**10**	**166**	**$ 41,146.00**	**$ 500.00**	**$ 41,646.00**

Task		Mileage											Direct Expense Total
Task 1 Project Management													
	Project Management												$ -
Task 1 Subtotal													$ -
Task 3A Amended CO Compliance Plan and Reporting													
	Amended CO Plan and Reporting	$ 500.00											$ 500.00
Task 2 Subtotal		**$ 500.00**											**$ 500.00**

STAFF REPORT

City Commission Regular Meeting

April 24, 2025

To: Elected Officials

From: Dale L. Martin, City Manager

Date: April 16, 2025

Item Name: Resolution 2025-42. A Resolution by the City of Flagler Beach, Florida, repealing Resolution 2025-08 Exhibit "B" Fee Schedule for Solid Waste Collection and adopting a revised Solid Waste Collection fee schedule; providing for conflicts and an effective date.

Background: The Commission adopted a Schedule for Solid Waste Collection as Exhibit B to Resolution 2025-08 on February 13, 2025. This amended resolution updates the fee structure for special pickups related to household items. The updated fee structure itemizes the cost per household item. The amendment aims to improve operational efficiency and offset increased disposal costs.

To address the feedback of our residents not being aware of the special pick-up service fees. Staff will post informational notices to the Website and Facebook.

Fiscal Impact: Change in fee structure for special pickups.

Staff Recommendation: Staff recommends the Commission approve Resolution 2025-42.

Attachment: Resolution 2025-42
Exhibit “B” to Resolution 2025-08

RESOLUTION NO. 2025-42

A RESOLUTION BY THE CITY OF FLAGLER BEACH, FLORIDA, REPEALING RESOLUTION 2025-08 EXHIBIT "B" FEE SCHEDULE FOR SOLID WASTE COLLECTION AND ADOPTING A REVISED SOLID WASTE COLLECTION FEE SCHEDULE; PROVIDING FOR CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, the City of Flagler Beach, Florida has adopted a fee schedule for certain fees related to solid waste collection; and

WHEREAS, the City has been updated its collection processes and charges; and

WHEREAS, consistent with amendments made to the City's special/over-size collection processes, the City Commission finds it appropriate to adopt an amended and updated fee schedule for solid waste collection associated charges.

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

SECTION 1. The "WHEREAS" clauses above are hereby incorporated herein as legislative findings.

SECTION 2. The Fee Schedule for Solid Waste Collection attached hereto as Exhibit "A" is hereby adopted. All fee schedules in conflict with Exhibit "A" are hereby repealed to the extent of such conflict.

SECTION 4. All resolutions and parts of resolution in conflict with this resolution are hereby repealed.

SECTION 5. If any portion of the Resolution shall be declared unconstitutional or if the applicability of this Resolution or any portion thereof to any person or circumstances shall be held invalid, the validity of the remainder of this Resolution and the applicability of this Resolution, or any portion thereof to other persons or circumstances, shall not be affected thereby.

SECTION 6. This Resolution shall become effective immediately upon passage as provided by law.

PASSED AND ADOPTED THIS 24TH DAY OF APRIL, 2025.

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

ATTEST:

_____
Patti King, Mayor

_____
Penny Overstreet, City Clerk

EXHIBIT "A"

Fee Schedule - Solid Waste Collection

Residential Service

- Per single family residential unit: $24.61
- Residential Recycle Fee: $2.41

Commercial Service

Tote Service (Tippy Carts)			
Number of Totes (65-gallons)	Weekly Pickup		
	2x	3x	4x
1	38.17	58.43	78.70
2	78.70	119.22	159.74
3	119.22	180.00	240.79
4	159.74	240.78	321.84
5	200.27	301.62	402.89

Weekly Pickup						
Container Sizes	2	3	4	5	6	Special Pickup Each
2	164.92	248.55	332.19	415.82	499.46	42.75
4	332.19	514.35	696.42	856.27	1,068.08	79.39
6	499.46	765.21	1,031.00	1,296.71	1,562.47	116.03
8	666.69	1,016.11	1,365.50	1,714.93	2,064.27	152.67

Special Pickup Service - Appliances & Furniture (New)

- Per ordinance 2024-15, there will be a fee assessed for appliance and/or furniture pickup and applies to both commercial and residential accounts.
- **Special pickups for appliances and furniture must be paid for with the utility billing department before the item is picked up.**

The fees will be as follows:

Item	Price
Twin Mattress	$30
Full Mattress	$30
Queen Mattress	$30
King Mattress	$30
Household Items (Start at $25*)	
End / side tables	$25
Nightstands	$25
Coffee Table	$25
Bed Frame	$40
Dressers	$50
Dining Room Table	$50
Bookshelf	$40
Sofa	$70
Appliances (Start at $20*)	
Microwave	$20
Window A/C Unit	$20
Stove	$40
Washer	$40
Dryer	$40
Exterior A/C Unit	$50
Fridge	$50

*Rates are adjustable based on size, composition and weight

*Combined rates will not exceed the large pickup rate.

Special Pickup Service - Garbage & Recycling

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

- The cost for a special pickup service for yard waste shall be $193.15 for a full load and $96.58 for a partial load, per pick up.

Recycled Glass

By The Bag: Clean Glass

• 25 Pound Bag (Plus Tax)	$30.00
• 25 Pound Bag of Sand - with Glass Purchase	No Charge

In Bulk by the Bag: - Clean Glass

• 1 - 5 Bags (Plus Tax)	$30.00
• 6 - 10 Bags (Plus Tax)	$26.00
• 11 - 20 Bags (Plus Tax)	$22.00

*based on per bag

Bulk by Cubic Yard: Dirty Glass

• 1/2 Cubic Yard (Plus Tax) - 162 Sq Ft	$50.00
• 1 Cubic Yard (Plus Tax) - 324 Sq Ft	$100.00

*NOTE: Coverage is Approximate and Estimated at (1) inch of Thickness

- *Glass sand is provided with any purchase free of charge.*

Applying to all Service

1. In the event of vacancies or nonpayment of fees, rules and policies existing for nonpayment of water or sewer bills will apply.

2. All fees due the city shall be included in the city utility bill which is rendered monthly. No discounts shall be allowed for prompt payment thereof.

3. The fact that any place of abode or any place of business is occupied shall be prima facie evidence that garbage, yard waste, or recycling is being produced and accumulated upon such premises, and the fees for collection and disposal thereof are due to the City. No credit shall be given when a home or business is vacant.

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

Fee Schedule - Solid Waste Collection

Residential Service

Per single family residential unit: $24.61

Residential Recycle Fee: $2.41

Commerical Service

Tote Service (Tippy Carts)			
Number of Totes (65-gallons)	Weekly Pickup		
	2x	3x	4x
1	38.17	58.43	78.70
2	78.70	119.22	159.74
3	119.22	180.00	240.79
4	159.74	240.78	321.84
5	200.27	301.62	402.89

Weekly Pickup						
Container Sizes	2	3	4	5	6	Special Pickup Each
2	164.92	248.55	332.19	415.82	499.46	42.75
4	332.19	514.35	696.42	856.27	1,068.08	79.39
6	499.46	765.21	1,031.00	1,296.71	1,562.47	116.03
8	666.69	1,016.11	1,365.50	1,714.93	2,064.27	152.67

Special Pickup Service - Appliances & Furniture (New)

Per ordinance 2024-15, there will be a fee assessed for appliance and/or furniture pickup and applies to both commercial and residential accounts.

Special pickups for appliances and furniture must be paid for with utility billing before item is picked up.

The fees will be as follows:

Appliance (stove, fridge, oven, etc.): $50.00
Small pile- any **one** of the following items (list is not exhaustive and intended as examples) dresser, side table, love seat, mattress, etc.): $100.00

Large pile - **anymore than two** of the following items (list is not exhaustive and intended as examples) bed, mattress, couch, side table, dresser, dining table, etc.): $200.00

Special Pickup Service - Garbage & Recycling

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

The cost for a special pickup service for yard waste shall be $193.15 for a full load and $96.58 for a partial load, per pick up.

Recycled Glass

By The Bag: Clean Glass

25 Pound Bag (Plus Tax)	$30.00
25 Pound Bag of Sand - with Glass Purchase	No Charge

In Bulk by the Bag: - Clean Glass

1 - 5 Bags (Plus Tax)	$30.00

6 - 10 Bags (Plus Tax) ea.	$26.00
11 - 20 Bags (Plus Tax) ea.	$22.00

Bulk by Cubic Yard: Dirty Glass

1/2 Cubic Yard (Plus Tax) - 162 Sq Ft	$50.00
1 Cubic Yard (Plus Tax) - 324 Sq Ft	$100.00

NOTE: Coverage is Approximate and Estimated at (1) inch of Thickness

Glass sand is provided with any purchase free of charge

Applying to all Service

1. In the event of vacancies or nonpayment of fees, rules and policies existing for nonpayment of water or sewer bills will apply.
2. All fees due the city shall be included in the city utility bill which is rendered monthly. No discounts shall be allowed for prompt payment thereof.
3. The fact that any place of abode or any place of business is occupied shall be prima facie evidence that garbage, yard waste, or recycling is being produced and accumulated upon such premises, and the fees for collection and disposal thereof are due to the City. No credit shall be given when a home or business is vacant.
4. All solid waste collection fees shall constitute, and are hereby imposed as a special assessment lien against the real property aforesaid; and, until fully paid and discharged, shall remain liens equally in rank and dignity with city ad valorem taxes, and superior in rank and dignity to all other liens, encumbrances, titles and claims in, to or against the real property involved. Such special assessment liens for service charges shall be enforced by any of the methods provided for by law.

STAFF REPORT

City Commission Regular Meeting

April 24, 2025

To: Elected Officials

From: Dale L. Martin, City Manager

Date: April 17, 2025

Item Name: Resolution 2025-43. A Resolution by the City Commission of the City of Flagler Beach providing a temporary reduction in certain building permit fees; providing for sunset of reduced fees; providing for conflict and an effective date.

Background: This resolution proposes a reduction in building permit fees charged by the City of Flagler Beach building department. In response to two audit findings from 2023 and 2024, which concluded that the current fee structure exceeds the cost-of-service provision: per Section 553.80 (7)(a), Florida Statutes. Local government may not carry forward an amount exceeding the average of its operating budget for enforcing the Florida Building Code for the previous four fiscal years. The audits recommended aligning fees more closely with actual administrative and operational costs. This resolution aims to ensure compliance with audit recommendations, promote transparency, and support equitable fee structures for permit applicants. If adopted, the revised fee schedule will take effect on April 1st, 2025, through September 30, 2025. The fees will be assessed again at year end to determine if the reduced fees require further extension or adopts a resolution amending the permitting fees.

Fiscal Impact: Fifty-percent reduction of building permit fees outlined in Exhibit A.

Staff Recommendation: Staff recommends approval Resolution 2025-43.

Attachments:

Resolution 2025-43

RESOLUTION NO. 2025-43

A RESOLUTION OF THE CITY OF FLAGLER BEACH, FLORIDA, PROVIDING A TEMPORARY REDUCTION IN CERTAIN BUILDING PERMIT FEES; PROVIDING FOR SUNSET OF REDUCED FEES; PROVIDING FOR CONFLICT AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Flagler Beach, Florida collects fees related to building permits to offset the cost of Florida Building Code enforcement; and

WHEREAS, during the last several years the City has experienced an increase in development activity; and

WHEREAS, the City has and continues to monitor the relationship of the fees charged to costs of Building Code enforcement; and

WHEREAS, in the financial audit for FY 2022/2023 and FY 2023/2024, it shows that the permitting fees exceeded the departments revenue; and

WHEREAS, over the next six months, the City expects to develop a more clear picture of the demand for building permit-related services which will allow the City to analyze the permit fees it charges; and

WHEREAS, the City Commission has determined that during that six month period the City will be monitoring and reviewing the cost of building permit-related services it is appropriate and fair to impose a temporary reduction in the amount charged by the City for certain building permit applications;

WHEREAS, the City Commission of the City of Flagler Beach finds this resolution to be in the best interests of the health, safety, and welfare of the citizens of the City of Flagler Beach.

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

SECTION 1. The "WHEREAS" clauses above are hereby incorporated herein as legislative findings.

SECTION 2. The currently adopted Building Department Fee Schedule is attached as Exhibit "A." Except as otherwise set forth herein, said Fee Schedule shall remain in full force and effect. For the following Application Fee Categories, the fee charged by the City from April 1, 2025 through September 30, 2025 (the "Reduction Period") shall be reduced to 50% of the Fee described in Exhibit "A": Permit Fees Based on Total Construction Cost, Electrical / Plumbing, Mechanical, Mobile Home, Pool Spa - Residential, and Permit Fees Based on Total Construction Cost. In addition, the following specific applications for building permits shall be reduced to 50% of the Fee described in Exhibit "A" during the Reduction Period: Demolition, House Moving, Roofing/Siding/Windows, Temporary Construction Trailer, Wall Sign, Freestanding Sign.

Any fees paid between April 1, 2025 and the Effective Date of this Resolution shall be partially refunded to the payor in a manner consistent with the above reduction.

SECTION 3. The reductions set forth above shall sunset and the fees charged shall revert to the original amounts described in Exhibit "A" on October 1, 2025 unless the City Commission votes by majority vote to extend said reductions or, otherwise, adopts a Resolution amending the permitting fees.

SECTION 4. Conflicts. All resolutions and parts of resolution in conflict with this resolution are hereby repealed.

SECTION 5. Severability. If any portion of the Resolution shall be declared unconstitutional or if the applicability of this Resolution or any portion thereof to any person or circumstances shall be held invalid, the validity of the remainder of this Resolution and the applicability of this Resolution, or any portion thereof to other persons or circumstances, shall not be affected thereby.

SECTION 6. Effective Date. This Resolution shall become effective upon execution.

Upon motion duly made and carried, the foregoing Resolution was accepted by the City Commission of the City of Flagler Beach this _____ day of _____, 2025.

ATTEST:

CITY OF FLAGLER BEACH, FLORIDA

_____
PENNY OVERSTREET,
CITY CLERK

_____
PATTI KING, MAYOR

City of Flagler Beach

PO Box 70 105 South 2nd Street
Flagler Beach, Florida 32136

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

ALL FEES ARE PAID AT TIME OF SUBMITTAL UNLESS OTHERWISE NOTED.
ALL FEES ARE NON-REFUNDABLE UNLESS AN ERROR HAS BEEN MADE INTERNALLY.

MISC BUILDING PERMIT FEES

Application	$35.00 - a non-refundable application fee is in addition to the applicable fees below	
PERMIT FEES BASED ON TOTAL CONSTRUCTION COST	The following fee table shall be used for all building permits including electrical, mechanical, plumbing, fire related and building permits in which square footage is not an applicable determination to calculate building fees	
	TYPE	**FEES**
	Addition	$40.00 + $6.00 Per Thousand Valuation
	Aluminum	$40.00 + $6.00 Per Thousand Valuation
	Boathouse	$40.00 + $6.00 Per Thousand Valuation
	Building	$40.00 + $6.00 Per Thousand Valuation
	Commercial Hardscape	$40.00 + $6.00 Per Thousand Valuation
	Demolition	$40.00 + $6.00 Per Thousand Valuation
	Siding/Windows	$40.00 + $6.00 Per Thousand Valuation
	Fence	$40.00 + $6.00 Per Thousand Valuation
	Hurricane Shutters	$40.00 + $6.00 Per Thousand Valuation
	Insulation	$40.00 + $6.00 Per Thousand Valuation
	Irrigation	$40.00 + $6.00 Per Thousand Valuation
	LP Gas	$40.00 + Plus $7.00 Per Outlet
	Moving Structures	$40.00 + $6.00 Per Thousand Valuation
	Roofing	$40.00 + $6.00 Per Thousand Valuation
	Seawall	$40.00 + $6.00 Per Thousand Valuation
	Sign	$40.00 + $6.00 Per Thousand Valuation
	Solar	$40.00 + $6.00 Per Thousand Valuation
	Other Types of Work	$40.00 + $6.00 Per Thousand Valuation
ELECTRICAL PLUMBING	Low Voltage	$35.00 + $6.00 Per Thousand Valuation
	Single Phase	$35.00 + $6.00 Per Thousand Valuation or $0.50 per Amp (Whichever is Greater)
	3-Phase (< 240 Volts)	$35.00 + $6.00 Per Thousand Valuation or $0.75 per Amp (Whichever is Greater)
	3-Phase (>240 Volts)	$35.00 + $6.00 Per Thousand Valuation or $1.00 per Amp (Whichever is Greater)
	Plumbing	$35.00 + $7.00 Per Fixture, Floor Drain or Trap

Continued Permit Fee Schedule

ALL FEES ARE PAID AT TIME OF SUBMITTAL UNLESS OTHERWISE NOTED.
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MISC BUILDING PERMIT FEES

Mechanical	The following fee table shall be used for all building permits including electrical, mechanical, plumbing, fire related and building permits in which square footage is not an applicable determination to calculate building fees	
	TYPE	**FEES**
	< 3 Tons	$50.00
	> 3 Tons and <10 Tons	$50.00 + $12.00 Per Ton >3
	>10 Tons and <25 Tons	$134.00 + $10.00 Per Ton > 10
	>25 Tons and <50 Tons	$284.00 + $6.50 Per Ton >25
	>SO Tons	$446.50 + $5.50 Per Ton >50
MOBILE HOME		
	Tie Down and Foundation	$100.00
	Plumbing and Sewer	$25.00
	Electrical Service Connection	$25.00
	Mechanical Service Connection	$25.00
	Used Mobil Home Checklist	$50.00 + Mileage Per IRS
POOL/ SPA RESIDENTIAL	In-Ground Pool	
	Pool/ Spa	$75.00
	Minimum Electrical	$35.00
	Minimum Plumbing	$35.00
	Pool/Spa Safety Barrier Enclosure	$25.00
	Pool Aluminum Enclosure	$70.00
RESIDENTIAL		
	Above-Ground Pool	
	Pool/Spa	$45.00
	Minimum Electrical	$35.00
	Minimum Plumbing	$35.00
	Public/Commercial Pool	
	Pool/ Spa	$100.00
	Minimum Electrical	$50.00
	Minimum Plumbing	$50.00
	Pool Safety Barrier Enclosure	$50.00
	Pool Aluminum Enclosure	$70.00

1. Valuations shall be used on Actual Value but not less than the most recent International Code Council (ICC) Building Valuation Data as published in the Building Safety Journal.

2. Fee for self-contained units.

City of Flagler Beach

PO Box 70 105 South 2nd Street
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MISC BUILDING PERMIT FEES

Other Misc Fees	The following fee table shall be used for all building permits including electrical, mechanical, plumbing, fire related and building permits in which square footage is not an applicable determination to calculate building fees	
	TYPE	**FEES**
	Review of Revisions to Approved Plans	25% of the Original Permit Fees or $25.00 (Greater)
	Stamp Extra Set of Plans	$25.00 Per Set
	(90) Day Permit Extension	$25.00
	Archive Copies	$0.15 per one-sided legal size or smaller, $0.20 per two-sided legal size or smaller, or actual cost of duplication of record
	Letter of Compliance (i.e. Department of Environmental Protctiog, Exam Verification, Letters o Goo Stan ing	$25.00 Each
	Scanning	Free up to five 8.5 x 11 pages, $0.50 per page < 11X17, $1.00 per 11X17 and larger page, truss feackages $25.00 or $0.50 per page, whichever is ess
	Prints of Scanned Large Format Documents	$7.00 Per Page
	Building or Addition	$250.00 + any outstanding fees from original
	In-Ground Pool	$120.00 + any outstanding fees from original permit
CLOSEOUT EXPIRED PERMITS	Other Types of Work	$40.00 + any outstanding fees from original permit
	Minimum Plumbing	$35.00
	Penalty for Working Without a Permit	$100.00 + 2 x Permit Fee
	Change of Use or Occupancy Inspection	$150.00
	Failure to Call For Inspections	$50.00

Continued Permit Fee Schedule

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MISC BUILDING PERMIT FEES

OTHER MISC FEES	The following fee table shall be used for all building permits including electrical, mechanical, plumbing, fire related and building permits in which square footage is not an applicable determination to calculate building fees	
PLAN REVIEW FOR VALUATIONS > $2500.00	**TYPE**	**FEES**
	First Review	10% of the Permit Fee
	Second Review	15% of the Permit Fee
	Third or More Review	40% of the Permit Fee
INSPECTIONS	First Return	$30.00
	Second Return	$60.00
	Third or More Returns	$120.00
OTHER MISC FEES	Transfer of Permit to Another Contractor	$100.00
	Change of Subcontractor	$25.00 Each
	Master Files	$50.00 Per Year
	Education Fee	$2.50 + .01% of the Valuation
	Technology Fee	$2.50 + .01% of the Valuation
	Early Power	
	Residential	$25.00
	Commercial	$50.00
PERMIT EXPEDITING	Expedited Plan Review	$95.00 Per Hour (1 Hour Minimum)
	1st Rough Plumbing - Inspection	$85.00 Per Hour (2 Hour Minimum)
	Slab – Inspection	$85.00 Per Hour (2 Hour Minimum)
	Framing / Truss – Inspection	$85.00 Per Hour (2 Hour Minimum)
	FMEP – Inspection	$85.00 Per Hour (2 Hour Minimum)
	Insulation – Inspection	$85.00 Per Hour (2 Hour Minimum)
	Drywall – Inspection	$85.00 Per Hour (2 Hour Minimum)
	Final – Inspection	$85.00 Per Hour (2 Hour Minimum)
	Same Day Review / Inspections	$50.00 Plus Hourly Rate and Minimums

Continued Permit Fee Schedule

ALL FEES ARE PAID AT TIME OF SUBMITTAL UNLESS OTHERWISE NOTED.
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MISC BUILDING PERMIT FEES-

Other Misc Fees	The following fee table shall be used for all building permits including electrical, mechanical, plumbing, fire related and building permits in which square footage is not an applicable determination to calculate building fees	
PLAN REVIEW FOR VALUATIONS> $2500.00	**TYPE**	**FEES**
	First Review	10% of the Permit Fee
	Second Review	15% of the Permit Fee
	Third or More Review	40% of the Permit Fee
INSPECTIONS	First Return	$30.00
	Second Return	$60.00
	Third or More Returns	$120.00
OTHER MISC FEES	Transfer of Permit to Another Contractor	$100.00
	Change of Subcontractor	$25.00 Each
	Master Files	$50.00 Per Year
	Education Fee	$2.50 + .01% of the Valuation
	Technology Fee	$2.50 + .01% of the Valuation
	Early Power	
	Residential	$25.00
	Commercial	$50.00
	Expedited Plan Review	$95.00 Per Hour (1 Hour Minimum)
	1st Rough Plumbing - Inspection	$85.00 Per Hour (2 Hour Minimum)
PERMIT EXPEDmNG	Slab - Inspection	$85.00 Per Hour (2 Hour Minimum)
	Framing / Truss - Inspection	$85.00 Per Hour (2 Hour Minimum)
	FMEP - Inspection	$85.00 Per Hour (2 Hour Minimum)
	Insulation - Inspection	$85.00 Per Hour (2 Hour Minimum)
	Drywall - Inspection	$85.00 Per Hour (2 Hour Minimum)
	Final - Inspection	$85.00 Per Hour (2 Hour Minimum)
	Same Day Review / Inspections	$50.00 Plus Hourly Rate and Minimums

Continued Permit Fee Schedule

No refund shall be granted on any permit fee less than $100.00. For permit fees greater than $100.00, 70% of the amount above $100.00 may be refunded, provided construction has not commenced. A letter requesting refunds must be received by the Building Department within (90) days of the date the permit was issued.

Approved housing projects funded be the Flagler County State Housing Initiative Program, (SHIP) for replacement/ rehabilitation will receive a 25% reduction of all plan review fees.

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RESIDENTIAL SINGLE FAMILY/ COMMERCIAL BUILDING PERMIT FEES

Application	$35.00 - a non-refundable application fee is in addition to the applicable fees below	
Permit Fees Based on Total Construction Cost	The following fee table shall be used for all building permits including electrical, mechanical, plumbing, fire related and building permits in which square footage is not an applicable determination to calculate building fees	
	TOTAL COST	**FEES**
	$0 to $2,000	$50
	$2,001 to $5,000	$110
	$5,001 and above	$110 plus $6 per $1,000 total cost, residential $110 plus $7 per $1,000 total cost, commercial
Miscellaneous Permits	**TYPE**	**FEES**
	Certificate of Occupancy or Completion	$200 Commercial, for change in tenant
		$100 Residential, for requests without permit(s)
	Demolition	$75
	House Moving Permit	$75
	Roofing/Siding/Windows	Per fee table above
	Temporary Construction Trailer	$100
	Wall Sign	Per fee table above
	Free Standing Sign	Per fee table above
Plan Review Fees	Plan Review	25% of the permit fee for commercial projects.
		25% of the permit fee for residential projects.
	Plan Resubmittal (1st free)	20% of the permit fee for commercial projects.
		10% of the permit fee for residential projects.
Certificates and Inspections	Replacement of permits, CO's, etc.	$50
	Re-inspection fee	$50 first time
		$75 second time
		$120.00 third time and each subsequent time
	Inspections outside of normal business hours	$75 per hour ($150 minimum)
	Preliminary/Code compliance/Safety Inspections	$100
	Utility Reconnect Inspection Fee	$25
Other Fees	Fee for work done without a permit	$100.00 plus 2 X the original permit fee
	Minor (50% or less) Plan Revision Reviews - Revision or change to plans after aooroval	$75 per hour ($150 minimum)
	Transfer of Permit/change of contractor	$25
	Early Power	$50
	Temporary Power Pole Only	$25
	Pool Fence Building Review	$25