



CITY COMMISSION REGULAR MEETING AGENDA

Thursday, March 14, 2024 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.

THIS MEETING WILL IMMEDIATELY FOLLOW THE WORKSHOP.

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. Commendation Award Officer Maria Guerrero and Detective Rosanna Vinci.
 - b. Certificates of Completion 2024 Citizens Academy Graduates.
 - c. Proclamation: Problem Gambling Awareness Month.
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. Minutes: Workshop February 15, 2024, Regular Meetings of February 08, 2024 and February 22, 2024.
 - b. Approve Workshop Meeting Dates.
 - c. Authorize East Flagler Mosquito Control District to perform low-level aerial treatment within the city limits.
7. General Business
 - a. River To Sea Transportation Planning Organization, Citizen Advisory Committee activity report - Ed Fendley.
 - b. Consider waiving Section 6-5 (a) & (c) of the Flagler Beach Code of Ordinance to allow a Dog Surfing contest within the banned area for dogs to be on the beach.
 - c. Resolution 2024-08, a resolution by the City of Flagler Beach, Florida, establishing its intent to reimburse certain capital expenditures incurred in connection with the repair of the Flagler Pier as described herein, with proceeds of a future tax-exempt financing; providing certain other matters in connection therewith; and providing an effective date.
 - d. Resolution 2024-09, a resolution by the City of Flagler Beach, Florida, authorizing the Mayor to execute Statewide Mutual Aid Agreements and related documents; providing for conflict and effective date.

- [e.](#) Resolution 2024-10, a resolution by the City of Flagler beach, Florida, approving the adoption of GASB 54 Standards and Applications and approving a Fund Balance Policy for the General, Utility, Stormwater and Sanitation Funds; providing for conflicts, severability, and effective date.
- [f.](#) Resolution 2024-14, a resolution by the City of Flagler Beach, Florida approving a piggy-back contract between the City of Longboat Key and R & M Service Solutions, LLC, for the repair and maintenance of the City's hydrants; providing for conflict and effective date.

8. Public Hearings

- [a.](#) Ordinance 2024-03, an Ordinance by the City of Flagler Beach, Florida, amending Article II of the City of Flagler Beach Land Development Regulations relating to signs; reducing the window sign allowance; amending the size and time allowance for temporary banner signs; providing for severability; providing for codification, conflicts, and effective date.

9. Staff Reports

- [a.](#) City Attorney:
- [b.](#) City Manager:
- [c.](#) City Clerk:
- [d.](#) Set a date for the Strategic Planning Session.

10. 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.*

11. Adjournment

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

PROBLEM GAMBLING AWARENESS MONTH

WHEREAS, problem gambling is a serious public health issue affecting one to three percent of the general adult population and often results in personal, financial, familial, legal, and other costs, including a high risk of suicide; and

WHEREAS, it is estimated that over 200,000 Florida adults of diverse age, race, ethnicity, and socio-economic status suffer from past-year gambling problems, and 800,000 more are at risk of developing such difficulties, constituting 4.7% of the adult population ages 18 and older; and

WHEREAS, it is further important to note that these statistics do not account for youth, who are increasingly and deceptively exposed to gambling concepts and are at an increased risk for developing gambling-related problems; and

WHEREAS, it is also essential to recognize problem gambling as a societal issue, with 8-10 additional people adversely impacted by every problem gambler, increasing the affected population by an estimated additional 1.5 million individuals, with conservative projected social costs amounting to more than \$9 billion nationally each year; and

WHEREAS, problem gambling is treatable for those who seek help, which minimizes the harm to Floridians and to the State as a whole; and

WHEREAS, the Florida Council on Compulsive Gambling's (FCCG's) public awareness campaign provides an opportunity to educate the public, policymakers, educators, businesses, mental health and criminal justice professionals, and others, about the potential adverse effects of gambling, as well as social, legal, financial, and emotional impacts and available supports; and

WHEREAS, free referrals to problem gambling resources and supports, including to licensed and certified treatment providers, self-help support groups, the FCCG's Online Program for Problem Gamblers (OPPG), the FCCG's Peer Connect Program, financial supports, legal resources, and many more are readily available to all Floridians by calling or texting the 888-ADMIT-IT HelpLine; and

WHEREAS, any individual, professional, or other organization dedicated to assisting those in need can participate in raising awareness and preventing problem gambling by promoting the statewide, confidential, multilingual, toll-free, and 24/7 888-ADMIT-IT Problem Gambling HelpLine; and

WHEREAS, the City of Flagler Beach can demonstrate its support in addressing problem gambling by raising public awareness through declaration of proclamation of the month of **March 2024 as Problem Gambling Awareness Month** in City of Flagler Beach.

NOW, THEREFORE, I, Suzie Johnston, Mayor of the City of Flagler Beach, Florida, do hereby proclaim the month of March 2024 as Problem Gambling Awareness Month in City of Flagler Beach.

Signature: _____

Date: _____

MINUTES

PRESENT: Mayor Suzie Johnston, Chair Eric Cooley, Vice-Chair Rick Belhumeur, Commissioners Jane Mealy, James Sherman 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: Chair Cooley called the meeting to order at 5:30 p.m.
2. PLEDGE OF ALLEGIANCE: Mayor Johnston led the pledge to the flag.
3. DISCUSSION REGARDING THE MAYOR'S ROLE, AND TERMS OF OFFICE: Chair Cooley spoke of how this discussion/meeting came about, and then read from the Charter the Duties of the Mayor and the composition and terms of the office of the Officials. Chair Cooley deferred from the original question of having a voting Mayor to retaining the non-voting position of the Mayor and proposed a Charter amendment to allow the Mayor to have veto power on action items (including consensus). Mayor Johnston interjected this is not something that would be on our next election ballot in March, if consensus to approve it would be an ordinance and then likely on next year's ballot for consideration by the voters. Discussion ensued and included: advice from the City Attorney regarding decisions where a veto option was inappropriate such as quasi-judicial votes and the potential for non-compliance if the budget were vetoed against TRIM deadlines. The discussion continued and included: if approved requirement for a statement of why a veto was enacted, and trying to fix something that isn't broken. Chair Cooley opened public comments. Don Deal spoke against taking the veto power from the Mayor and changing of the terms. John Feind was thrown off as Commissioner Cooley has changed his proposal and now is just expanding veto power to administrative items; he feels it is very important the officials maintain the balance of power and keep the Mayor not voting and retaining the veto power. Cathy Feind does not understand, it's the group vote, she does not see how that would help. Mrs. Feind continued stating the veto is vital, it's the check and balance. Joe Bachman asked why would you want to do this. Paul Mykytka feels the veto is important and likes the idea of expanding her veto power. He continued stating he does not think we need term limits, and he likes the three -year term, adding four (4) years is too much, and two (2) is not enough. Patti King stated as Mayor Elect, she has thought a lot about this, not voting allows the role to speak their opinion and get the voting members thinking. She felt the loss of the Veto power would be devastating. Bob Cunningham thinks we should have a voting Mayor, and pare down the board to four (4) commissioners, adding a three (3) year term is fine and thinks there should be term limits. Angela Smith feels this is bad timing. Paul Eik spoke in favor of having the Mayor vote, and suggested it go to referendum. BB Moody asked who represents the various projects. Teri Pruden stated consolidation into a smaller group of people is dangerous, and feels this is bad timing, she likes the form of government where the chair changes annually, and thinks the three-year term is just right. Tony Roy thinks expanding the veto is a good idea, and thinks the three-year term is ideal, he added he is in favor of term limits. Mike Archer thinks the veto power is extremely important for the Mayor to have. Former Mayor Linda Provencher stated she

was a commissioner and then ran for Mayor because she wanted to speak for both Ms. Provencher suggested reviewing the Charter. Chair Cooley closed public comments.

The discussion turned to term limits and the length of term and included: term limits you might throw off a good leader, not having the population to support term limits, three-year terms being ideal, term limits not being practical, and in favor of the idea of a charter review. The Commission reached a consensus to have an agenda item for the discussion of enacting a charter review.

4. ADJOURNMENT: Commissioner Sherman put forth a motion to adjourn the meeting at 6:50 p.m.

Eric Cooley, Chair

Attest:

Penny Overstreet, City Clerk

REGULAR MEETING OF THE FLAGLER BEACH CITY COMMISSION THURSDAY, FEBRUARY 08, 2024, AT 5:30 P.M. AND TO BE CONTINUED UNTIL ITEMS ARE COMPLETE. CITY COMMISSION CHAMBERS, 105 S. SECOND STREET, FLAGLER BEACH, FLORIDA 32136

AGENDA

PRESENT: Mayor Suzie Johnston, Chair Eric Cooley, Vice-Chair Rick Belhumeur, Commissioners Jane Mealy, James Sherman 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: Chair Cooley called the meeting to order at 5:30 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 Johnston led the pledge.
3. PROCLAMATIONS AND AWARDS.
 - a. CERTIFICATE OF APPRECIATION TO FLAGLER COUNTY ASSIST FOR THEIR VALUABLE VOLUNTEER SERVICES AT CITY EVENTS: Mayor Johnston presented the certificate to the members of Flagler Assist.
 - b. PROCLAMATION RECOGNIZING FEBRUARY AS “TEEN DATING VIOLENCE AWARENESS MONTH”: Mayor Johnston presented the proclamation to members of the Family Life Center.
4. DELETIONS AND CHANGES TO THE AGENDA: None.
5. PUBLIC COMMENTS REGARDING ITEMS NOT ON THE AGENDA. CITIZENS ARE ENCOURAGED TO SPEAK. HOWEVER, COMMENTS SHOULD BE LIMITED TO THREE MINUTES: Steve Scott requested the Commission revisit the decision for installation of the fence at Pal and Irma Parker Park. Mr. Scott spoke of his concerns related to his boat trailer ingress and egress, which he stores in his rear yard. Bob Cunningham requested estimated completion dates for the projects added to the project schedule update. Mr. Cunningham inquired about the transparency of a land swap between the City and County, and the associated fence installation. Clerk Overstreet responded and advised of the Ordinance adopting the land swap, with the agreement for the installation of the fence to separate the properties. Mr. Cunningham inquired about a \$25k capital improvement line for a “new City Hall”. Ken Bryan spoke about the New Year’s Eve event. Mr. Bryan suggested amending the fireworks agreement from three (3) to one (1) year due to budget uncertainties. Mr. Bryan inquired if the city will have fireworks on the 4th of July. Brett Splittail advised a street light is out at S. Central and S. A1A by the water tower. Darryl Reynolds suggested installation of trash receptacles with lids at the beach walkovers. Mr. Reynolds further stated the Dollar General has removed their public receptacles. Mr. Martin advised Sanitation Supervisor Rob Smith is working on solutions. Commissioner Cooley requested staff respond to the comments. Mr. Martin to speak with Mr. Scott within the next two weeks, and report at the next meeting. The Commission reached a consensus for the City Manager to work with Mr. Scott, reiterating delineation of the property line is the concern and the point of the separation. Clerk Overstreet responded to Mr. Cunningham’s inquiry regarding the land swap, and advised she would send the documentation to him. Mr. Martin responded to Mr. Cunningham’s comments related to the Capital budget, advising, the \$25k related to a “new City Hall” was in the Capital

Improvement Plan before his employment at the city. His understanding is the funds are for a needs study. In response to Mr. Reynolds comments, Mr. Martin advised Mr. Smith is working to identifying a solution that will work best and budget as necessary. Mr. Martin or a designee will contact Dollar General Management and advise of concerns.

CONSENT AGENDA

6. APPROVE THE WORKSHOP MEETING MINUTES OF JANUARY 25, 2024:
7. APPROVE AND INTERLOCAL AGREEMENT BETWEEN FLAGLER COUNTY AND THE CITY OF FLAGLER BEACH FOR ENHANCED 911 ADDRESSING:

Chair Cooley opened public comments. No comments were offered. Chair Cooley closed public comments. Motion by Commissioner Belhumeur that we approve the consent agenda. Commissioner Sherman seconded the motion. The motion carried unanimously.

GENERAL BUSINESS

8. RECEIVE A PRESENTATION FROM TREX© REGARDING A COLLABORATION BETWEEN TREX© AND THE CITY OF FLAGLER BEACH FOR THE BOARDWALK REPLACEMENT PROJECT: Kellie Driscoll, Regional Sales Director, with Trex, reviewed the company's product and spoke of the interest in partnering with the City for the Boardwalk Project. No action was taken. Mr. Martin advised he would share the information with the Pier Engineer consultant.
9. APPROVE A DIRECT PURCHASE TO FERGUSON WATERWORKS FOR THE MATERIAL TO COMPLETE THE RAW WATER LINE MOVE AS AGREED TO IN THE WELL FIELD EASEMENT DOCUMENTS BETWEEN THE CITY AND GRAND LANDINGS: Mr. Martin reviewed the request. Chair Cooley opened public comments. No comments were offered. Chair Cooley closed public comments. Motion by Commissioner Belhumeur that we approve a direct purchase to Ferguson Water Works. Commissioner Sherman seconded the motion. The motion carried unanimously.
10. AWARD BID NO. FB-241601 FOR THE PUMP STATION 1 2023/2024 LIFT STATION UPGRADES PROJECT: Mr. Martin reviewed the request. Chair Cooley opened public comments. No comments were offered. Chair Cooley closed public comments. Motion by Commissioner Sherman to award bid No. FB-241601. Commissioner Mealy seconded the motion. The motion carried unanimously.
11. NEW YEAR'S EVE EVENT REVIEW: Mr. Martin reviewed the activities of the event and advised the expenses were provided by the Clerk in response to a public records request. Mayor Johnston commented; the event was wonderful for our residents. Chair Cooley opened public comments. Paul Matykta and Paul Eik provided comments. Chair Cooley closed public comments. No action was taken.
12. STAFF REPORTS.
CITY ATTORNEY: Attorney Smith provided a follow-up report on inquiry from last meeting regarding House Bill 1277, advising what is new is the proposed 10% threshold spent on operation of general government, proposes monies have to be spent on expansion of the system.

- Attorney Smith spoke about the potential annexation of Veranda Bay into the city.
- Attorney Smith reported this afternoon he filed stipulation for dismissal of lawsuit for the golf course that will release the money to the former tenant. Attorney Smith continued advising the new Operator has made an outreach to the City Manager.
- Attorney Smith reported in March, he will have an ordinance amending the regulation of promotional signage, banner, and window coverage signage.

CITY MANAGER: Thanked Katherine Monroy for getting the City Facebook site up and running.

- Mr. Martin provided the Officials with a draft letter to County Chair regarding no interest in our Library being incorporated into the County system.
- Mr. Martin reported an inquiry from the Pier Design Engineer regarding pier salvage extent. Does the Board wish to salvage just the deck boards or expand the salvage to railings, etc.? Discussion ensued regarding selling it for reuse or art, and the increase in project cost, time, and storage. The Commission reached a consensus to retain the named boards.

COMMISSION COMMENTS

13. COMMISSION COMMENTS, INCLUDING REPORTS FROM MEETINGS ATTENDED: The officials reported their attendance at meetings, gatherings, and events since the last regular meeting.

MAYOR JOHNSTON: Requested additional monitoring at the crosswalks particularly at N. 4th and S. 6th Streets.

- Spoke of the accumulation of trash and cigarette butts on the boardwalk, and requested the warning be issued for litter and smoking and the following week enforced with tickets.

14. PUBLIC COMMENTS REGARDING ITEMS NOT ON THE AGENDA: Paul Matykta encouraged the city to salvage the pier material for sale at a later date. Carol Kennedy commented on crosswalk safety. Commissioner Sherman spoke about discussions at TPO meetings about crosswalks, and feels we need to press upon FDOT to install more crosswalk for the safety of the residents and visitors.

15. ADJOURNMENT: Commissioner Belhumeur put forth a motion to adjourn the meeting at 7:47 p.m.

Attest:

Eric Cooley, Chair

Penny Overstreet, City Clerk

REGULAR MEETING OF THE FLAGLER BEACH CITY COMMISSION THURSDAY, FEBRUARY 22, 2024, AT 5:30 P.M. AND TO BE CONTINUED UNTIL ITEMS ARE COMPLETE. CITY COMMISSION CHAMBERS, 105 S. SECOND STREET, FLAGLER BEACH, FLORIDA 32136

MINUTES

1. CALL THE MEETING TO ORDER: Chair Cooley called the meeting to order at 5:30 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 Johnston led the pledge.
3. PROCLAMATIONS AND AWARDS.
 - a. RECOGNITION OF OFFICER DYLAN COFFMAN, IN RECEIVING THE NATIONAL POLICE OFFICER OF THE MONTH AWARD: Chief Doughney presented to Officer Dylan Coffman the November 2023 National Officer of the Month award.
4. DELETIONS AND CHANGES TO THE AGENDA: The minutes of February 8, 2024 were removed from the agenda.
5. PUBLIC COMMENTS REGARDING ITEMS NOT ON THE AGENDA: Ken Bryan provided an update regarding the Veterans Park fountain, advising the Flagler Beach Rotary Club has indicated they want to fund a majority of the project. Mr. Bryan stated they are about a year and half out before the ACOE project is complete and the park is restored. He thanked Debbie Myer on behalf of the Flagler Beach Rotary Club. Mr. Bryan stated the Flagler Beach Creates Group has recruited Joseph Pozzouli, to draft the drawings. Ken Belshe thanked Mayor Johnston for the letter advising of the City's interest in annexing Veranda Bay. Mr. Belshe stated he was delighted to get the letter and will be performing their due diligence to make sure all issues work out for both the City and the development. If they choose to accept invitation, they will work to ensure the long-term goals of the City leaders are achieved. Mr. Belshe advised he will be back in about three weeks with a final decision and welcomes a call from any of the officials at any time. Johnny Lulgjuraj advised the FB3 group will hold their quarterly meeting next Tuesday. He requested the construction project timelines, and sought clarification on the business impact estimates. He continued and asked for clarification about the Fourth of July. Don Deal thanked the Commission for the recent Workshop and thanked the Board for having the Mayor retain veto power. Discussion regarding the statements and inquiries ensued. The Commission reached a consensus to hold a workshop to discuss events for the Fourth of July.

CONSENT AGENDA

6. APPROVE THE REGULAR MEETING MINUTES OF JANUARY 25, 2024 AND FEBRUARY 08, 2024: The February 08, 2024 minutes were removed from the agenda. Chair Cooley opened public comments. No comments were offered. Chair Cooley closed public comments. Motion by Commissioner Mealy that we approve the minutes of January 25, 2024. Commissioner Sherman seconded the motion. The motion carried unanimously.
7. APPROVE AN AMENDED INTERLOCAL AGREEMENT BETWEEN THE CITY OF FLAGLER BEACH AND FLAGLER COUNTY FOR THE ENHANCED 911 ADDRESSING: Commissioner Belhumeur removed

Item seven (7) for discussion. Commissioner Belhumeur stated the alleys are already named on the Plat, and suggested they be used in the event one needed to be named for E911 purposes. Chair Cooley opened public comments. No comments were offered. Chair Cooley closed public comments. Motion by Commissioner Belhumeur to approve Item 7 on the consent agenda. Commissioner Sherman seconded the motion. The motion carried unanimously.

Motion by Commissioner Sherman to adjourn the meeting and start the CRA meeting at 6:00 p.m. Commissioner Belhumeur seconded the motion.

Chair Cooley resumed the meeting at 6:44 p.m.

GENERAL BUSINESS

8. RESOLUTION 2024-04, A RESOLUTION BY THE CITY OF FLAGLER BEACH, FLORIDA APPROVING A THREE-YEAR AGREEMENT BETWEEN THE CITY OF FLAGLER BEACH AND MY THREE SONS FIREWORKS COMPANY, LLC, FOR NEW YEAR'S EVE PYROTECHNIC SHOWS; PROVIDING FOR A SEVERABILITY CLAUSE, CONFLICT, AND AN EFFECTIVE DATE: Attorney Smith read the title of the resolution into the record. Chair Cooley opened public comments. Comments were received from Robby Robert and Johnny Lulgjuraj. Chair Cooley closed public comments. Discussion ensued regarding the Fourth of July. Commissioner Sherman stated a consensus has been previously reached to discuss the Fourth of July Event, and requested the discussion stay on topic. Motion by Commissioner Sherman to approve Resolution 2024-04. Commissioner Belhumeur seconded the motion. The motion carried unanimously, after a roll call vote.

RESOLUTION 2024-05, A RESOLUTION BY THE CITY OF FLAGLER BEACH, FLORIDA, APPROVING A DIRECT PURCHASE FROM PROCESS WASTEWATER TECHNOLOGIES, LLC IN THE AMOUNT OF \$413,000 FOR A SCREW PRESS FOR THE WASTE WATER TREATMENT FACILITY, PROVIDING FOR CONFLICT AND AN EFFECTIVE DATE: Attorney Smith read the title of the resolution into the record. Ben Fries, CPH, Corp. reviewed the request advising a portion of the increased cost is for an increase in capacity of the equipment, stating this press has a third screw where the previous one presented had only two. Mr. Fries further reported two additional quotes were obtained in the amounts of \$600k and \$1 million dollars. Chair Cooley opened public comments. Comments were received from Robby Robert and Scott Crohn. Chair Cooley closed public comments. Motion by Commissioner Belhumeur that we approve Resolution 2024-05. Commissioner Sherman seconded the motion. The motion carried unanimously, after a roll call vote.

9. RESOLUTION 2024-06, A RESOLUTION BY THE CITY OF FLAGLER BEACH, FLORIDA APPROVING A MASTER SERVICE AGREEMENT/TASK ORDER BETWEEN MCKIM AND CREED AND THE CITY OF FLAGLER BEACH FOR STORMWATER ASSESSMENTS, PROVIDING FOR A SEVERABILITY CLAUSE, CONFLICT, AND AN EFFECTIVE DATE: Attorney Smith read the title of the resolution into the record. Mr. Martin advised the money budgeted for the dredging of the S. Flagler Avenue stormwater pond will be used to fund this expense as it has been determined the dredging will not resolve the issue with that stormwater pond. Chair Cooley opened public comments. No comments were offered. Chair Cooley closed public comments. Motion by Commissioner Sherman that we approve Resolution 2024-06. Commissioner Belhumeur seconded the motion. The motion carried unanimously, after a roll call vote.

10. RESOLUTION 2024-07, A RESOLUTION BY THE CITY OF FLAGLER BEACH, FLORIDA, APPROVING A CHANGE ORDER NO. 2 TO APT, ADVANCED PLUMBING TECHNOLOGY FOR THE SEWER LATERALS & LIFT STATIONS CIPP & SPRAY POLYURETHANE LINING BID # 22-2010 FOR A NET INCREASE IN TIME; PROVIDING FOR CONFLICT AND AN EFFECTIVE DATE: Attorney Smith read the title of the resolution into the record. Mr. Martin advised this change order is not monetary, it is for a time extension. Discussion ensued regarding this Commissions unfavorable opinion of this contractor siting numerous issues. Chair Cooley opened public comments. Steve Dalley provided comments. Chair Cooley closed public comments. Motion by Commissioner Belhumeur to approve Resolution 2024-07. Commissioner Mealy seconded the motion. The motion carried unanimously, after a roll call vote.

PUBLIC HEARINGS

11. ORDINANCE 2024-02 AN ORDINANCE BY THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING SECTION 2.02.00, DEFINITIONS, AND SECTION 2.04.02.08, ZONING SCHEDULE ONE LAND USE CONTROLS OF THE CODE OF ORDINANCES TO ALLOW FOR BOUTIQUE DISTILLERIES OF ALCOHOLIC BEVERAGES, PROVIDING FOR CONFLICTS, PROVIDING FOR SEVERABILITY CLAUSE, AND PROVIDING AN EFFECTIVE DATE – FINAL READING: Attorney Smith read the title of the ordinance into the record. Attorney Dennis Bayer thanked the City Attorney and the Commission for considering this ordinance. Chair Cooley opened public comments. No comments were offered. Chair Cooley closed public comments. Motion by Commissioner Mealy to approve Ordinance 2024-02. Commissioner Sherman seconded the motion. The motion carried unanimously, after a roll call vote.

12. STAFF REPORTS.

CITY ATTORNEY: Advised a draft ordinance amending the sign code is scheduled for review on the March PARB agenda, and will be an item for consideration at their March meetings.

- Reminded the Officials the Moratorium on the 35-foot building height is approaching and a decision is needed to let the moratorium expire of direct the Attorney to draft an ordinance for amendments to the exceptions.

CITY MANAGER: Requested direction regarding a hand out provided detailing the fence type and location to separate the PAL & Irma Parker Park boundary from private property. The Commission reached a consensus to have the post and rope type fence depicted in the hand out installed.

- Reminded the Officials of a previous consensus to hold Workshops before the Regular Meetings, beginning after the Election takes place. The Commission reached a second consensus to hold these workshops before every other meeting beginning at 4:30 p.m.
- Reported a meeting scheduled with FDOT on February 29th.

COMMISSION COMMENTS

13. COMMISSION COMMENTS, INCLUDING REPORTS FROM MEETINGS ATTENDED: The Officials reported their attendance at meetings, gatherings, and events since the last regular meeting. Commissioner Sherman requested the City Manager repair the relationship with the volunteer group that cuts the invasive brazilian pepper plants. Commissioner Belhumeur inquired if all four of the new design walkovers will have benches installed. Clerk Overstreet responded the ones that had benches previously, will have them again and the remaining benches will be distributed appropriately. Commissioner Cooley Requested a map of the hydrants that need priority repair, and inquired of the previous expenditures. Commissioner Cooley requested the City Manager

have staff make repairs to the public pier restrooms before the beach season begins. Commissioner Cooley inquired if the Commission was interested in amending the code to remove the loophole that does not count unfastened seating into the formula for required parking and restrooms for restaurants and bars. The Commission reached a consensus for the City Attorney to contact Mr. Torino to see if it is included in the LDR update or if it needs to be expedited. Commented on an email from the City Manager regarding the scheduling of agreed upon workshops.

- 14. PUBLIC COMMENTS REGARDING ITEMS NOT ON THE AGENDA: No comments were offered.
- 15. ADJOURNMENT: Commissioner Sherman put forth a motion to adjourn the meeting at 8:37 p.m.

Attest:

Eric Cooley, Chair

Penny Overstreet, City Clerk



STAFF REPORT

Meeting Name City Commission Regular Meeting

Meeting Date March 14, 2024

To: City Commission

From: Dale L. Martin, City Manager

Date: March 14, 2024

Item Name: Approve Workshop Meeting Dates

Background: On Thursday, February 22, 2024 an email was sent to confirm Workshop topics. The topics for Workshop discussions included: Building Height, Wastewater Operations, Water Operations, Paid Parking, City Branding and Pier Operations. At this same meeting you additionally reached a consensus to hold a Workshop to discuss two additional topics; the Fourth of July Event and Outdoor Displays.

Staff is requesting the Board approve the following Workshop dates and times.

April 11, 2024 5:30 p.m. Fourth of July Event

May 09, 2024 5:30 p.m. Outdoor Displays

Fiscal Impact: None.

Staff Recommendation: Staff recommends the Commission approve the dates to alleviate the requirement to obtain two Commission or the Mayors signature to hold a Workshop if not approved at a public meeting.

Attachments: February 22, 2024 email from City Manager Martin



STAFF REPORT

Flagler Beach City Commission Regular Meeting

March 14, 2024

To: Elected Officials

From: Dale L. Martin, City Manager

Date: March 14, 2024

Item Name: Authorize East Flagler Mosquito Control District to perform low-level aerial treatment within the city limits.

Background: Federal Aviation Administration Regulation 137.51 requires local government approval to perform low-level aerial flights. Annually the Mosquito Control District obtains this authorization. These low-level flights are generally by helicopter.

Fiscal Impact: None.

Staff Recommendation: Staff recommends approval.

Attachments: Letter from the East Flagler County Mosquito Control District Director; Authorization form; Public Notice for posting.



Board of Commissioners

Mike Martin
Ralph Lightfoot
Julius Kwiatkowski

Chairman
Secretary
Treasurer

February 27, 2024

Re: Aerial Mosquito Control Operations

To: Flagler County Local Governments:

Each year we request, in compliance with Federal Aviation Administration Regulation 137.51, authorization to fly over congested areas. As you are aware, the citizens you represent pay for mosquito control services via property taxes to the District and part of those services are operations done by helicopter since 1990. To provide services in a timely fashion, we request signed authorization to extend for one year.

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

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

Please execute the accompanying authorization (Mayor, Manager, etc.) for both the District and, additionally, on letterhead use the sample letter for the back-up contractor and return to our office no later than April 1, 2024.

Additionally, we request you designate a member of your elected body or staff to accompany us on an inspection flight of the District. If no member of your elected body or staff is interested in an aerial tour, then a tour of the facilities and overview of operations can be done without it.

Thank you for your prompt attention to this matter.

Sincerely,

Mark Positano

Mark Positano, Director

East Flagler Mosquito Control District

210 FIN WAY
Palm Coast, Florida 32164

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

flaglermosquito.gov

Congested Areas Authorization

This authorization recognizes that the East Flagler Mosquito Control District, in the exercise of its public health and safety responsibilities, may fly at low levels (500 feet) over congested areas in connection with its operations. This authorization extends from April 15, 2024 through April 15, 2025.

Signature: _____ Date: _____

Print/type name: _____

Title: _____

Name of local government: _____

Return to:

**East Flagler Mosquito Control District
210 Fin Way
Palm Coast, FL 32164**

Please return no later than April 1, 2024.

Public Notice
Aerial Spraying

In compliance with regulations of the Federal Aviation Administration (FAA), public notice is hereby given that the East Flagler Mosquito Control District may apply control products by helicopter over or adjacent to congested areas of Flagler County and its municipalities. The purpose of these flights is for surveillance of mosquito breeding sites and the suppression of mosquito populations. Should the need arise, we may also contract Clarke and Dynamic Aviation, Inc. and Ag Air Services for the same purposes. Flights will normally be performed at an altitude of 500 feet or below.

Control of mosquitoes by helicopter is a common practice in populated areas of Florida. The District has conducted aerial mosquito control operations since 1990. All flights will be in the public interest and maximize public safety and mosquito control effectiveness. All control products are approved for control purposes by the Florida Department of Agriculture and U.S. Environment Protection Agency.

For additional information visit the District website at flaglermosquito.gov. The website will map areas to be sprayed by truck or by air. Notifications are also posted to Facebook, Nextdoor, Instagram, and Twitter pages. For questions, please email info@flaglermosquito.gov.

March 7, 2024

24-00045F



STAFF REPORT

Flagler Beach Regular City Commission Meeting

March 14, 2024

To: Elected Officials

From: Penny Overstreet, City Clerk

Date: March 14, 2024

Item Name: Consider waiving Section 6-5 (a) & (c) of the Flagler Beach Code of Ordinance to allow a Dog Surfing contest within the banned area for dogs to be on the beach.

Background: A special event Applicant is requesting the waiver of certain codes for the purpose of a Special Event. The request is to waive Section 6-5 of the Code to allow dogs on beach between North and South 10th Streets. The applicant is requesting to have dogs on the beach between S. 3rd and S. 5th Streets. Staff is recommending that area expanded down to S. 6th Street to spread the crowd. The applicant also is requesting the use of Veterans' Park. If approved, Staff is recommending the Dog Costume Contest be held in Veterans Park.

Staff will process the application after the Commission renders a decision regarding the waiver.

Sec. 6-5. - Dogs, horses, other animals on beach.

(a) It shall be unlawful for any person owning or having under his or her control any dog or animal to permit such dog or animal upon the Atlantic Ocean Beach within the corporate limits of the city, from North Tenth Street to South Tenth Street. The provisions of this section shall not be intended to apply to Seeing Eye dogs properly trained to assist blind persons, when such dogs are actually being used by blind persons for the purpose of aiding them in going from place to place.

(b) It shall be unlawful for any person owning or having under his or her control any horse, pony, burro or any other animal of an equestrian nature, to permit such animal upon the Atlantic Ocean Beach.

(c) **Sec. 5-20. - Dogs and other animals in Wickline Park or Veteran's Memorial Park.**

Prohibited. It shall be unlawful for any person owning or having under his or her control any dog or animal to permit such dog or animal in Wickline Park or Veteran's Park unless:

- (1) The animal meets the definition of "service animal" under the Americans with Disabilities Act;
- (2) The animal is part of an exhibition or demonstration in conjunction with a permitted special event per Chapter 4, Article III; or
- (3) The animal is on or within three (3) feet of a sidewalk.

(d) Pets must be on a handheld leash/harness, not to exceed eight (8) feet in length, and under the control of the owner/handler. Any dog, cat, reptile, bird or other non-human creature (hereinafter referred to collectively in this subsection as an animal), whether a pet or not, which is brought or otherwise conveyed onto the beach

must be wearing a collar, harness or other appropriate restraining device that is attached to a leash, ~~chain, rope~~ or other physical connector (hereinafter referred collectively in this subsection as a leash) that does not exceed eight (8) feet in length from animal to handler/owner and under the continuous physical control of the handler/owner either by the leash or being held in the hand of or in another manner attached to the handler/owner or by being attached to a physical location device that does not allow the animal to move further than the eight-foot length of the leash from the fixed location device. In all situations, it is the responsibility of the animal's handler/owner to be in control of the animal and to ensure that the animal does not frighten, endanger, or harm any person, pet or other natural creature and that the said animal does not do anything that would result in a violation of any of the ordinances of the city.

Fiscal Impact: None.

Staff Recommendation: Motion to approve a waiver if Section 6-5 (a) & (c) of the Flagler Beach Code of Ordinance to allow a Dog Surfing Contest and Dog Costume Contest within banned areas. Staff recommends the Commission additionally consider expanding the area of beach from S. 3rd to S. 6th Streets in order to spread out the crowd. Should the Commission waive the prohibition of dogs in Veterans Park, staff recommends the dog costume contest be located Veterans Park.

Attachments: None.



STAFF REPORT

Flagler Beach Regular City Commission Meeting

March 14, 2024

To: Elected Officials

From: Dale L. Martin, City Manager

Date: March 14, 2024

Item Name: Resolution 2024-08, a resolution by the City of Flagler Beach, Florida, establishing its intent to reimburse certain capital expenditures incurred in connection with the repair of the Flagler Pier as described herein, with proceeds of a future tax-exempt financing; providing certain other matters in connection therewith; and providing an effective date.

Background: Adoption of this resolution will allow for reimbursement of expenses for projects associated to the reconstruction of the pier.

Fiscal Impact: None.

Staff Recommendation: Motion to approve Resolution 2024-08.

Attachments: Resolution 2024-08

RESOLUTION 2024-08

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, ESTABLISHING ITS INTENT TO REIMBURSE CERTAIN CAPITAL EXPENDITURES INCURRED IN CONNECTION WITH THE REPAIR OF THE FLAGLER PIER AS DESCRIBED HEREIN, WITH PROCEEDS OF A FUTURE TAX-EXEMPT FINANCING; PROVIDING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to the provisions of the Constitution and the laws of the State of Florida, Chapter 166, Florida Statutes, as amended, and Section 12, Article VII of the Florida Constitution.

SECTION 2. FINDINGS. It is hereby ascertained, determined and declared that:

A. The City of Flagler Beach, Florida (the "Issuer") has determined that the need exists to incur debt to finance the repairs to the Flagler Pier (the "Project") prior to being reimbursed with grant funds from the Federal Emergency Management Agency.

B. It is expected that the costs of the Project will be reimbursed by and financed with the proceeds of a future tax-exempt financing for capital expenditures.

SECTION 3. DECLARATION OF INTENT. The Issuer hereby expresses its intention to be reimbursed from proceeds of a future tax-exempt financing for capital expenditures to be paid by the Issuer for the purpose of financing the costs of the Project. The Issuer expects to use legally available funds to pay such costs including but not limited to capital expenditures, costs of design, and other costs associated with the incurrence of debt. It is reasonably expected that the total amount of debt to be incurred by the Issuer with respect to the Project will not exceed \$22,000,000. This Resolution is intended to constitute a "declaration of official intent" within the meaning of Section 1.150-2 of the Income Tax Regulations which were promulgated pursuant to the Internal Revenue Code of 1986, as amended, with respect to the debt incurred, in one or more financings, to finance the Project.

SECTION 4. SEVERABILITY. If any one or more of the covenants, agreements or provisions of this Resolution should be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be

null and void and shall be deemed separate from the remaining covenants, agreements or provisions of this Resolution.

SECTION 5. REPEALER. In the event there are any resolutions, or parts thereof, that are in conflict with any of the provisions of this Resolution, this Resolution shall control.

SECTION 6. EFFECTIVE DATE. This resolution shall take effect immediately upon its adoption.

ADOPTED THIS _____ DAY OF MARCH, 2024.

Suzie Johnston, Mayor

Attest:

Penny Overstreet, City Clerk



STAFF REPORT

Flagler Beach Regular City Commission Meeting

March 14, 2024

To: Elected Officials

From: Dale. L. Martin

Date: March 14, 2024

Item Name: Resolution 2024-09, a resolution by the City of Flagler Beach, Florida, authorizing the Mayor to execute Statewide Mutual Aide Agreements and related documents; providing for conflict and effective date.

Background: The Statewide Mutual Aide Agreement (SMAA) allows for the provision of support, in an emergency or disaster, from one community (local government, district, etc.) to another within the State of Florida, to include support to and from the State itself.

The SMAA provides a process that allows communities providing Mutual Aid to claim reimbursement of incurred expenses from the community requesting Mutual Aid consistent with the Federal Emergency Management Agency (FEMA) and/or State of Florida reimbursement guidelines even without a Federal Disaster Declaration. The State of Florida, its Counties, and all but a few local governments (as well as other political subdivisions such as School and Water Management Districts) are participants in the SMAA.

The Emergency Management Act, Chapter 252, Florida Statutes, provides each local government the authority to develop and enter into a mutual aid agreement with the State of Florida for reciprocal emergency aid and assistance in case of emergencies. The assistance is provided when emergencies are too expensive to be dealt with unassisted and to ensure the timely reimbursement of costs incurred by the local governments which render such assistance.

Fiscal Impact: As indicated, if the City provides mutual aid assistance to another participating community, the City will be eligible to seek reimbursement for the costs associated with that assistance.

Staff Recommendation: Staff recommends approval of proposed Resolution 2024-09.

Attachment: Resolution 2024-09

RESOLUTION 2024-09

A RESOLUTION BY THE CITY OF FLAGLER BEACH, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE STATEWIDE MUTUAL AID AGREEMENTS AND RELATED DOCUMENTS; PROVIDING FOR CONFLICT AND EFFECTIVE DATE.

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, Florida Statutes, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS, the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon request of the duly constituted authority of the area; and

WHEREAS, this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, Florida Statutes, among political subdivisions within the State.

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

SECTION 1. The Mayor, or the City Manager is authorized to execute and adopt the Statewide Mutual Aid Agreement; as well as any subsequent versions, modifications, and related documentation and attestations.

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 as provided by law.

PASSED AND ADOPTED THIS _____ DAY OF MARCH, 2024.

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

ATTEST:

Suzie Johnston, Mayor

Penny Overstreet, City Clerk



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

STATEWIDE MUTUAL AID AGREEMENT - 2023

This Agreement is an acknowledgment of receipt by the Florida Division of Emergency Management ("the Division") and the local government ("Participating Party") signing this Agreement. Execution of this agreement replaces all previous iterations and is active until a new agreement is drafted and requested by The Division.

This Agreement is based on the existence of the following conditions:

- A. The State of Florida is vulnerable to a wide range of emergencies and disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.
- B. Such emergencies and disasters often exceed the emergency response and recovery capabilities of any one county or local government.
- C. Such incidents may also give rise to unusual and unanticipated physical and technical needs which a local government cannot meet with existing resources, but that other local governments within the State of Florida may be able to provide.
- D. The Emergency Management Act, chapter 252, *Florida Statutes*, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid in case of emergencies too extensive to be dealt with unassisted, and through such agreements ensure the timely reimbursement of costs incurred by the local governments which render such assistance.
- E. Pursuant to chapter 252.32, *Florida Statutes*, the Division renders mutual aid among the political subdivisions of the state to carry out emergency management functions and responsibilities.
- F. Pursuant to chapter 252, *Florida Statutes*, the Division has the authority to coordinate and direct emergency management assistance between local governments and concentrate available resources where needed.

Based on the existence of the foregoing conditions, the Parties agree to the following articles:

ARTICLE I: DEFINITIONS

As used in this Agreement, the following expressions shall have the following meanings:

- A. The "Agreement" is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement ("SMAA").



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- B. The "Division" is the Florida Division of Emergency Management.
- C. A "Requesting Party" to this Agreement is a Participating Party who requests assistance under this agreement.
- D. An "Assisting Party" to this Agreement is a Participating Party who provides assistance to a Requesting Party under this agreement.
- E. The "Period of Assistance" is the time during which an Assisting Party renders assistance to a Requesting Party under this agreement and includes the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return to their place of origin.
- F. A "Mission" is a documented emergency response activity performed during a Period of Assistance, usually in reference to one operational function or activity.
- G. A "local government" is any educational district, special district, or any entity that is a "local governmental entity" within the meaning of section 11.45(1)(g), *Florida Statutes*.
- H. An "educational district" is any school district within the meaning of section 1001.30, *Florida Statutes*, and any Florida College System Institution or State University within the meaning of section 1000.21, *Florida Statutes*.
- I. A "special district" is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), *Florida Statutes*, established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.
- J. A "tribal council" is the respective governing bodies of the Seminole Tribe of Florida and Miccosukee Tribe of Indians recognized as special improvement district by section 285.18(1), *Florida Statutes*.
- K. An "interlocal agreement" is any agreement between local governments within the meaning of section 163.01(3)(a), *Florida Statutes*.
- L. A "Resource Support Agreement" as used in this Agreement refers to a supplemental agreement of support between a Requesting Party and an Assisting Party.
- M. "Proof of work" as used in this Agreement refers to original and authentic documentation of a single individual or group of individuals' emergency response activity at a tactical level.



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- N. "Proof of payment" as used in this Agreement refers to original and authentic documentation of an emergency response expenditure made by an Assisting Party.
- O. A "Reimbursement Package" as used in this Agreement refers to a full account of mission response documentation supported by proof of work and proof of payment.
- P. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act, Chapter 252, *Florida Statutes*.

ARTICLE II: APPLICABILITY OF THE AGREEMENT

Any Participating Party, including the Division, may request assistance under this Agreement for a "major disaster" or "catastrophic disaster" as defined in section 252.34, *Florida Statutes*, minor disasters, and other such emergencies as lawfully determined by a Participating Party.

ARTICLE III: INVOCATION OF THE AGREEMENT

In the event of an emergency or anticipated emergency, a Participating Party may request assistance under this Agreement from any other Participating Party or the Division if, in the judgement of the Requesting Party, its own resources are inadequate to meet the needs of the emergency or disaster.

- A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the Requesting Party. All requests for assistance under this Agreement shall be transmitted by the Requesting Party to another Participating Party or the Division. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.
- B. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate and coordinate the activities of the Assisting Parties to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

ARTICLE IV: RESPONSIBILITIES OF REQUESTING PARTIES

To the extent practicable, all Requesting Parties shall provide the following information to their respective county emergency management agency, the Division, and the intended Assisting Party or Parties. In providing such information, Requesting Parties should utilize Section I of the



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Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#)¹.

- A. A description of the Mission to be performed by the Assisting Party;
- B. A description of the resources and capabilities needed to complete the Mission successfully;
- C. The location, date, and time personnel and resources from the Assisting Party should arrive at the incident site, staging area, facility, or other location designated by the Requesting Party;
- D. A description of the health, safety, and working conditions expected for deploying personnel;
- E. Lodging and meal availability;
- F. Any logistical requirements;
- G. A description of any location or facility outside the territorial jurisdiction of the Requesting Party needed to stage incoming resources and personnel;
- H. The location date, and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and
- I. A technical description of any communications equipment needed to ensure effective information sharing between the Requesting Party, any Assisting Parties, and all relevant responding entities.

ARTICLE V: RESPONSIBILITIES OF ASSISTING PARTIES

Each Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources, and capabilities can render assistance. If upon receiving a request for assistance under this Agreement a Party determines that it has the capacity to render some or all of such assistance, it shall provide the following information without delay to the Requesting Party, the Division, and the Assisting Party's County emergency management agency. In providing such information, the Assisting Party should utilize the Section II of the Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#).

¹ FDEM approved documents such as activity logs and mutual aid forms can be found at:
https://portal.floridadisaster.org/projects/FROC/FROC_Documents/Forms/AllItems.aspx?View=%7B6F3CF7BD%2DC0A4%2D4BE2%2DB809%2DC8009D7D0686%7D



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- A. A description of the personnel, equipment, supplies, services and capabilities it has available, together with a description of the qualifications of any skilled personnel;
- B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;
- C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services to the location(s) specified by the Requesting Party;
- D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties;
- E. The names and contact information of all personnel whom the Assisting Party has designated as team leaders or supervisors; and
- F. An estimated cost for the provision of assistance.

ARTICLE VI: RENDITION OF ASSISTANCE

The Requesting Party shall afford the emergency response personnel of all Assisting Parties, while operating within the jurisdictional boundaries of the Requesting Party, the same powers, duties, rights, and privileges, except that of arrest unless specifically authorized by the Requesting Party, as are afforded the equivalent emergency response personnel of the Requesting Party. Emergency response personnel of the Assisting Party will remain under the command and control of the Assisting Party, but during the Period of Assistance, the resources and responding personnel of the Assisting Party will perform response activities under the operational and tactical control of the Requesting Party.

- A. Unless otherwise agreed upon between the Requesting and Assisting Party, the Requesting Party shall be responsible for providing food, water, and shelter to the personnel of the Assisting Party. For Missions performed in areas where there are insufficient resources to support responding personnel and equipment throughout the Period of Assistance, the Assisting Party shall, to the fullest extent practicable, provide their emergency response personnel with the equipment, fuel, supplies, and technical resources necessary to make them self-sufficient throughout the Period of Assistance. When requesting assistance, the Requesting Party may specify that Assisting Parties send only self-sufficient personnel and resources but must specify the length of time self-sufficiency should be maintained.



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- B. Unless the Requesting Party has specified the contrary, it shall, to the fullest extent practicable, coordinate all communications between its personnel and the responding personnel of the Assisting Parties, and shall determine and share the frequencies and other technical specifications of all communications equipment to be used, as appropriate, with the deployed personnel of the Assisting Parties.
- C. Personnel of the Assisting Party who render assistance under this Agreement shall receive the usual wages, salaries, and other compensation as are normally afforded to personnel for emergency response activities within their home jurisdiction, and shall have all the immunities, rights, interests, and privileges applicable to their normal employment. If personnel of the Assisting Party hold local licenses or certifications limited to the jurisdiction of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the Period of Assistance.

ARTICLE VII: REIMBURSEMENT

After the Period of Assistance has ended, the Assisting Party shall have 45 days to develop a full reimbursement package for services rendered and resources supplied during the Period of Assistance. All expenses claimed to the Requesting Party must have been incurred in direct response to the emergency as requested by the Requesting Party and must be supported by proof of work and proof of payment.

To guide the proper documentation and accountability of expenses, the Assisting Party should utilize the Claim Summary Form, available via the [Division approved documents SharePoint site](#) as a guide and summary of expense to collect information to then be formally submitted for review by the Requesting Party.

To receive reimbursement for assistance provided under this agreement, the Assisting Party shall provide, at a minimum, the following supporting documentation to the Requesting Party unless otherwise agreed upon between the Requesting and Assisting Parties:

- A. A complete and authentic description of expenses incurred by the Assisting Party during the Period of Assistance;
- B. Copy of a current and valid Internal Revenue Service W-9 Form;
- C. Copies of all relevant payment and travel policies in effect during the Period of Assistance;
- D. Daily personnel activity logs demonstrating emergency response activities performed for all time claimed (for FDEM reimbursement Division approved activity logs will be required for personnel activity claims);



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- E. Official payroll and travel reimbursement records for all claimed personnel expenses;
- F. Neat and comprehensive fringe benefit calculations for each position class or category of claimed personnel;
- G. Written justification for all additional expenses/purchases incurred during the Period of Assistance;
- H. Proof of payment for additional/miscellaneous expenses incurred during the Period of Assistance
- I. Equipment activity logs demonstrating equipment use and operation in support of emergency response activities for all time claimed (for FDEM reimbursement Division approved forms will be required for equipment activity claims);
- J. Proof of reimbursement to all employees who incurred emergency response expenses with personal money;
- K. Justification for equipment repair expenses; and
- L. Copies of any applicable supporting agreements or contracts with justification.

If a dispute or disagreement regarding the eligibility of any expense arises, the Requesting Party, Assisting Party, or the Division may elect binding arbitration. If binding arbitration is elected, the Parties must select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Division, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties and shall be final.

If the Participating Parties do not elect binding arbitration, this agreement and any disputes arising thereunder shall be governed by the laws of the State of Florida and venue shall be in Leon County, Florida. Nothing in this Agreement shall be construed to create an employer-employee relationship or a partnership or joint venture between the participating parties. Furthermore, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties.



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ARTICLE VIII: COST ELIGIBLE FOR REIMBURSEMENT

The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

- A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.
- B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA's Schedule of Equipment, or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.
- C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage, and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like



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supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

- D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida. Upon reasonable notice, the Assisting Party shall make its records available the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

ARTICLE IX: INSURANCE

Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

- A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall be provided to each Participating Party.
- B. Any Participating Party that elects additional insurance affording liability coverage for any activities that may be performed under the authority of this Agreement shall be provided to each Participating Party.
- C. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.
- D. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties and shall not be deemed to be the agent of any other Participating Party.
- E. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.
- F. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.



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Ron DeSantis, Governor

Kevin Guthrie, Executive Director

ARTICLE X: GENERAL REQUIREMENTS

Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

- A. All Participating Parties shall allow public access to all documents, papers, letters, or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.
- B. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.
- C. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.
- D. Any communication to the Division under this Agreement shall be sent via either email, the Division of Emergency Managements Enterprise System (DEMES), or mail to the Response Bureau, Florida Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.
- E. Any communication to a Participating Party shall be sent to the official or officials specified by that Participating Party. For the purpose of this section, any such communication may be sent by the U.S. Mail, e-mail, or other electronic platforms.

ARTICLE XI: EFFECTS OF AGREEMENT

Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

- A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, responsibilities, and obligations of that Participating Party under the Statewide Mutual Aid Agreement of 1994, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Statewide Mutual Aid Agreement of 1994, regardless of whether such costs are billed or unbilled.
- B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under the Public Works Mutual Aid Agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Public Works Mutual Aid Agreement,



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Kevin Guthrie, Executive Director

regardless of whether such costs are billed or unbilled.

- C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.
- D. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before the renewal date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.
- E. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with section E of this Article.
- F. A Participating Party may rescind this Agreement at will after providing the other Participating Party a written SMAA withdrawal notice. Such notice shall be provided at least 30 days prior to the date of withdrawal. This 30-day withdrawal notice must be: written, signed by an appropriate authority, duly authorized on the official letterhead of the Participating Party, and must be sent via email, the Division of Emergency Managements Enterprise System (DEMES), or certified mail.

ARTICLE XII: INTERPRETATION AND APPLICATION OF AGREEMENT

The interpretation and application of this Agreement shall be governed by the following conditions:

- A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.
- B. Time shall be of the essence of this Agreement, and of the performance of all conditions, obligations, duties, responsibilities, and promises under it.
- C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Parties may be required to execute the Agreement with the adopted changes. Any continued or subsequent use of this Agreement following the posting of minor changes to this Agreement shall signify implied acceptance of such changes.

E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

NOTE: This iteration of the State of Florida Statewide Mutual Aid Agreement will replace all previous versions.

The Division shall provide reimbursement to Assisting Parties in accordance with the terms and conditions set forth in this Article for missions performed at the direct request of the Division. Division reimbursement eligible expenses must be in direct response to the emergency as requested by the State of Florida. All required cost estimations and claims must be executed through the DEMES Mutual Aid Portal and assisting agencies must use all required [FDEM forms](#) for documentation and cost verification. If a Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance.

FDEM reserves the right to deny individual reimbursement requests if deemed to not be in direct response to the incident for which asset was requested.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the date specified below:



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A CITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CITY CLERK

CITY OF _____
STATE OF FLORIDA

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Approved as to Form:

By: _____

City Attorney



STAFF REPORT

Flagler Beach Regular City Commission Meeting

March 14, 2024

To: Elected Officials

From: Dale L. Martin

Date: March 14, 2024

Item Name: Resolution 2024-10, a resolution by the City of Flagler Beach, Florida, approving the adoption of GASB 54 Standards and Applications; and approving a Fund Balance Policy for the General, Utility, Stormwater and Sanitation Funds; Providing for conflicts, severability, and an effective date.

Background: The 2022 Audit recommended that the City adopt a Fund Balance Policy for the purpose of enhancing financial stability. City staff worked with the City’s Investment Committee and retained auditor to craft the proposed Fund Balance Policy. This Policy will allocate 25% of the General Fund each year for emergency reserves with restrictions. Additionally, 10% of the Utility Fund operating expenses will be allocated for emergency reserves.

The Investment Committee (February 13, 2024) recommended approval of the proposed Fund Balance Policy.

Fiscal Impact: The proposed Fund Balance Policy will require specific appropriations be included in various Funds in the City’s annual budget.

Staff Recommendation: Staff recommends approval of proposed Resolution 2024-10.

Attachments: Proposed Resolution 2024-10; Correspondence, James Moore & Company dated February 14, 2024.

RESOLUTION 2024-10

A RESOLUTION OF THE CITY OF FLAGLER BEACH, FLORIDA, APPROVING THE ADOPTION OF GASB 54 STANDARDS AND APPLICATIONS; AND APPROVING A FUND BALANCE POLICY FOR THE GENERAL, UTILITY, STORMWATER AND SANITATION FUNDS; PROVIDING FOR CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE.

WHEREAS, the Governmental Accounting Standards Board (GASB), has issued its Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions, with the intent of improving financial reporting by providing fund balance categories that will be more easily understood; and

WHEREAS, the City of Flagler Beach must comply with GASB 54 as required beginning with the upcoming fiscal year October 1, 2024-September 30, 2025 fiscal year; and

WHEREAS, the City Commission of the City of Flagler Beach has considered a "Fund Balance Policy for the General, Utility, Stormwater and Sanitation funds" (Attachment "A"), which outlines the policy and procedures enacted to accurately categorize and report fund balance in the General, Utility, Stormwater, and Sanitation funds.

WHEREAS, the policy entitled, "City of Flagler Beach - Fund Balance Policy," provides that the City Commission may commit General, Utility, Stormwater and Sanitation fund balance for specific purposes by taking formal action and these committed amounts cannot be used for any other purpose unless the City Commission removes or changes the specific use through the same formal action taken to establish the commitment; and

WHEREAS, this policy delegates to the City Manager the authority to assign unrestricted fund balance amounts where the City's intent is for those amounts to be used for specific purposes. This delegation of authority is for the sole purpose of reporting these amounts in the annual financial statements.

WHEREAS, the City has established a minimum fund balance policy to ensure these target amounts have been established in order to provide a reasonable level of assurance that the City's day-to-day operations will continue during emergency circumstances and capital project needs. The minimum fund balance is shown in the annual financial statements as unassigned fund balance.

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

SECTION 1. Recitals. The foregoing recitals are incorporated herein and found by the City Commission to be true and correct statements as to the legislative findings of the City Commission.

SECTION 2. The Fund Balance Policy attached here to as Exhibit "A" is hereby approved and adopted by the City Commission.

SECTION 3. This Resolution shall become effective immediately upon passage.

SECTION 4. Severability. If any section, subsection, sentence, clause, or phrase of this Resolution is, for any reason, held to be unconstitutional by a court of competent jurisdiction, such holding will not affect the validity of the remaining portions of this Resolution.

SECTION 5. Effective Date. This Resolution will take effect immediately upon adoption.

ADOPTED this _____ day of _____, 2024.

CITY OF FLAGLER BEACH

Suzie Johnston, Mayor

Attest:

Penny Overstreet City Clerk

EXHIBIT "A"

CITY OF FLAGLER BEACH, FL
FUND BALANCE POLICY

Background

In February 2009, the Governmental Accounting Standards Board (GASB) issued *GASE #54 Fund Balance Reporting and Governmental Fund Type Definitions*. The statement substantially changes how fund balances are categorized. It clarifies/modifies how some of the governmental funds are presented and classified.

<i>Reserved</i> Non-spendable	<i>Not available for appropriation</i> Not available for spending, either now or in the future, because of (e.g., debt retirement)	
<i>Designated</i> Restricted	<i>Available for appropriation but intended for a specific use.</i> Constraints on spending that are legally enforceable by outside parties.	
Unrestricted	<i>Designated</i> Committed	<i>Not available for appropriation</i> Constraints on spending that the government imposes upon itself by highest-level formal action prior to the close of the period.
	<i>Undesignated</i> Assigned	<i>Available for appropriation</i> Resources intended for spending for a purpose set by the governing body itself or by some person or body delegated to exercise such authority in accordance with policy established by the Board.
	Unassigned	Residual (General fund only)

Purpose

The purpose of this policy is to establish a key element of the financial stability of the City of Flagler Beach by setting guidelines for fund balance. Unassigned fund balance is an important measure of economic stability. It is essential that the City maintain adequate levels of unassigned fund balance to mitigate financial risk that can occur from unforeseen revenue fluctuations, unanticipated expenditures, and similar circumstances. The fund balance also provides cash flow liquidity for the City's general operations.

Definitions

Fund Equity - A fund's equity is generally the difference between its assets and its liabilities.

Fund Balance - An accounting distinction is made between the portions of fund equity that spendable and non-spendable. These are broken up into five categories:

- 1) **Non-spendable fund balance** - includes amounts that are not in a spendable form or are required to be maintained intact. Examples are inventory or permanent funds.
- 2) **Restricted fund balance** - includes amounts that can be spent only for the specific purposes stipulated by external resource providers either constitutionally or through enabling legislation. Examples include grants and child safety fees.
- 3) **Committed fund balance** - includes amounts that can be used only for the specific purposes determined by a formal action of the government's highest level of decision-making authority. Commitments may be changed or lifted only by the government taking the same formal action that imposed the constraint originally.
- 4) **Assigned fund balance** - comprises amounts *intended* to be used by the government for specific purposes. Intent can be expressed by the governing body or by an official or body to which the governing body delegates the authority. In governmental funds other than general fund, assigned fund balance represents the amount that is not restricted or committed. This indicates that resources in other governmental funds are, at a minimum, intended to be used for the purpose of that fund.
- 5) **Unassigned fund balance** - is the residual classification of the general fund and includes all amounts not contained in other classifications. Unassigned amounts are technically available for any purpose.

Policy

Committed Fund Balance

The City or Flagler Beach Commission is the City's highest level of decision-making authority and the formal action that is required to be taken to establish, modify, or rescind a fund balance commitment is an ordinance approved by the City Commission. The resolution must either be approved or rescinded, as applicable, prior to the last day or the fiscal year for which the commitment is made. The amount subject to the constraint may be determined in the subsequent period.

Assigned Fund Balance

The City Commission has authorized the Finance Director as the official authorized to assign fund balance to a specific purpose as approved by this fund balance policy.



City of Flagler Beach - Fund Balance Policy

The **General Fund** will, at the start of each fiscal year, allocate funds equivalent to a minimum of twenty-five percent of proposed General Fund budgeted expenditures. The purpose of these funds, hereinafter designated as Emergency Reserves (restricted), is to support emergency General Fund emergency operations at the sole discretion of and as declared by the City Commission.

The **Utility Fund** unrestricted net position, at the start of each fiscal year, will be ten percent of the proposed budgeted operating expenses. Unrestricted net position over ten percent may be assigned to a rate stabilization fund or transferred to the Utility Capital Projects Fund for utility system renewal and replacement.

The **Stormwater Fund** unrestricted net position, at the start of each fiscal year, will be ten percent of the proposed budgeted operating expenses. Unrestricted net position over ten percent may be assigned for future system capital projects.

The **Sanitation Fund** unrestricted net position, at the start of each fiscal year, will be ten percent of the proposed budgeted operating expenses. Unrestricted net position over ten percent may be assigned to a rate stabilization fund.

All other funds do not have a fund balance requirement. Fund balances in these funds are dictated by revenue sources and a schedule of capital projects.



February 14, 2024

To the Honorable Mayor, City Commission, and City Manager,
City of Flagler Beach, Florida:

We have reviewed the Fund Balance Policy as provided by the Finance Department on February 14, 2024 in response to audit recommendation 2022-004. Based on our recommendation referenced, we believe that the policy proposed by the City accurately addresses the fund balance considerations noted in our recommendation and that the policy is the corrective action needed to resolve the recommendation for the September 30, 2023 audit.

Respectfully,

A handwritten signature in black ink that reads 'James Moore & Co., P.L.' with a stylized circular flourish at the beginning.

JAMES MOORE & CO., P.L.



STAFF REPORT

City Commission Regular Meeting

March 14, 2024

To: Elected Officials

From: Dale L. Martin

Date: March 14, 2024

Item Name: Resolution 2024-14, a resolution by the City of Flagler Beach, Florida approving an inter-governmental procurement effort between the City of Longboat Key and R & M Service Solutions, LLC, for the repair and maintenance of the City's hydrants; providing for conflict and effective date.

Background: The City water system includes nearly 300 fire hydrants. The City budget includes funding for the repair and maintenance of those fire hydrants. Last year, the City utilized a vendor to support repair and maintenance efforts. That same vendor, R & M Service Solutions, LLC., has returned this year to perform similar services, matching the bid pricing approved by the City of Longboat Key.

Fiscal Impact: The proposed cost of the services provided by R & M Service Solutions is \$63,250. Funding for these services is appropriated in the Utility Fund, Transmission and Distribution Department, Line 401.5332.304600.048 (\$76,000). Due to increased costs and additional required maintenance, staff anticipates additional funding will need to be re-allocated within the Transmission and Distribution Department budget.

Staff Recommendation: Staff recommends approval of proposed Resolution 2024-14.

Attachments: Unit Cost from the Longboat Key contract; Amendment Two to the contract extending the contract term; Quote No. RM: 2024074 for the proposed work for the City of Flagler Beach.

RESOLUTION 2024-14

A RESOLUTION BY THE CITY OF FLAGLER BEACH, FLORIDA, APPROVING A PIGGY-BACK CONTRACT BETWEEN THE CITY OF LONGBOAT KEY AND R & M SERVICE SOLUTIONS, LLC FOR THE REPAIR AND MIANTENANCE OF THE CITY'S HYDRANTS; PROVIDING FOR CONFLICT AND EFFECTIVE DATE.

WHEREAS, the City of Longboat Key has entered in to contract with R & M Service Solutions, LLC for the repair, maintenance and replacement of hydrants; and

WHEREAS, R & M Service Solutions has agreed to honor the Longboat Key contract unit prices via a piggy-back contract to the City of Flagler Beach; and

WHEREAS, the city's procurement regulations permit a piggy back on government contracts that were procured following state guidelines.

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

SECTION 1. The contract, it's amendments between Longboat Key and R & M Service Solutions, and the Quote No. RM 2023074 are attached to this resolution as Exhibit A.

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 as provided by law.

PASSED AND ADOPTED THIS _____ DAY OF MARCH, 2024.

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

ATTEST:

Suzie Johnston, Mayor

Penny Overstreet, City Clerk

**AMENDMENT 1
FOR
RFP 19-070 FIRE HYDRANT MAINTENANCE, REPAIR, AND REPLACEMENT SERVICES**

THIS AMENDMENT 1 (hereinafter "Amendment") to a Maintenance Agreement for fire hydrant maintenance, repair and replacement services is hereby entered into as of the Amendment Effective Date defined below, by the **Town of Longboat Key, Florida** (hereinafter "Town"), 501 Bay Isles Road, Longboat Key, Florida 34228, a political subdivision of the State of Florida and **R&M Service Solutions, LLC** (hereinafter "Contractor"), whose address is 7256 West Port Place, West Palm Beach, Florida 33413.

WHEREAS, the Town and the Contractor entered into that Maintenance Agreement, effective July 1, 2019, (the Agreement), for the purpose of providing fire hydrant maintenance, repair and replacement services for the Town as more fully set out in the Agreement; and

WHEREAS, the original term of the Agreement was for a three (3)-year time period; and

WHEREAS, the Town has the option of extending the Agreement for two (2) additional one (1)-year extension terms; and

WHEREAS, the parties mutually agree to extend the Agreement for the first one (1)-year extension term; and

NOW, THEREFORE, the Town and the Contractor hereby agree as follows:

1. The term of the Agreement is extended for a one (1)-year term commencing on July 1, 2022, and continuing through June 30, 2023.
2. The Amendment Effective Date shall be the date that the Town executes this Amendment.
3. The Parties agree to the unit pricing increase in accordance with Attachment A. The unit pricing increase shall be effective the date that the Town executes this Amendment.
4. E-Verify. The Contractor and its subcontractors (if any) warrant compliance with all federal immigration laws and regulations that relate to their employees including, but not limited to, registering with, and using the E-Verify system. Contractor agrees and acknowledges that the Town is a public employer that is subject to the E-Verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of Section 448.095, F.S., apply to the Agreement. Notwithstanding, if the Town has a good faith belief that Contractor has knowingly hired, recruited, or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under the Agreement, the Town shall terminate the Agreement. If the Town has a good faith belief that a subcontractor performing work under the Agreement knowingly hired, recruited, or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under the Agreement, the Town shall promptly notify Contractor and order Contractor to immediately terminate the contract with the subcontractor. Contractor shall be liable for any additional costs incurred by the Town as a result of the termination of the Agreement based on Financial Institution's failure to comply with the E-Verify requirements referenced herein.
5. The Agreement, as amended by this Amendment, continues in full force and effect.

ATTACHMENT A TO AMENDMENT 1

Longboat Key contract pricing (IFB-19-070)					
Item	Description	Quantity	Unit	Price	Total

HYDRANT SERVICES

Maintenance

1	Hydrant Maintenance (includes GPS sub-meter, scrape, wire brush and paint)	405	ea.	\$ 71.50	\$ 28,957.50
2	Scrape, wire brush and paint Hydrant only (NO MAINTENANCE)	1	ea.	\$ 55.00	\$ 55.00
3	Furnish and attach Hydrant I.D. tag (with required information)	1	ea.	\$ 11.00	\$ 11.00
4	Install reflective road marker	1	ea.	\$ 11.00	\$ 11.00

Repair

5	Bonnet and/or break away flange bolt replacement	1	ea.	\$ 27.50	\$ 27.50
6	Upper barrel repair	1	ea.	\$ 440.00	\$ 440.00
7	Lower barrel repair	1	ea.	\$ 660.00	\$ 660.00
8	Hydrant extension (6")	1	ea.	\$ 660.00	\$ 660.00
9	Hydrant extension (12")	1	ea.	\$ 770.00	\$ 770.00
10	Hydrant extension (18")	1	ea.	\$ 880.00	\$ 880.00

Replace

11	Replace typical bury (48") hydrant on functioning and restrained isolation valve (includes excavation, materials, backfill and compaction). Will not require a shut down or line stop.	2	ea.	\$ 5,500.00	\$ 11,000.00
12	Replace typical bury (48") hydrant and "tie-back" unrestrained isolation valve providing valve is mechanical joint and not "push on" (includes excavation, materials, backfill and compaction). Will not require a shut down or line stop.	2	ea.	\$ 5,720.00	\$ 11,440.00
13	Replace typical bury (48") hydrant and (or install) isolation valve on existing restrained MJ tee (includes excavation, materials, backfill and compaction). Will require a shut down or line stop.	1	ea.	\$ 7,425.00	\$ 7,425.00
14	Replace typical bury (48") hydrant, isolation valve and tee (includes excavation, materials, backfill and compaction). Will require a shut down or line stop.	1	ea.		
14a	With 6" x 6" tee	1	ea.	\$ 8,305.00	\$ 8,305.00
14b	With 6" x 8" tee	1	ea.	\$ 8,415.00	\$ 8,415.00
14c	With 6" x 10" tee	1	ea.	\$ 8,800.00	\$ 8,800.00
14d	With 6" x 12" tee	1	ea.	\$ 9,020.00	\$ 9,020.00
14e	With 6" x 14" tee	1	ea.	\$ 10,450.00	\$ 10,450.00

14f	With 6" x 16" tee	1	ea.	\$ 10,670.00	\$ 10,670.00
Install					
	Install new hydrant and (isolation) valve on existing typical 48" bury water main		ea.	\$ 6,710.00	\$ -
15	With 6" x 6" wet tap	1	ea.	\$ 8,140.00	\$ 8,140.00
15a	With 6" x 8" wet tap	1	ea.	\$ 8,415.00	\$ 8,415.00
15b	With 6" x 10" wet tap	1	ea.	\$ 8,800.00	\$ 8,800.00
15c	With 6" x 12" wet tap	1	ea.	\$ 9,020.00	\$ 9,020.00
15d	With 6" x 14" wet tap	1	ea.	\$ 10,450.00	\$ 10,450.00
15e	With 6" x 16" wet tap	1	ea.	\$ 10,670.00	\$ 10,670.00
16	Abandon existing hydrant and isolation valve in place (below ground)	1	ea.	\$ 1,100.00	\$ 1,100.00
17	Installation of hydrant other than typical 48" bury (adder per foot)	6	6 in.	\$ 110.00	\$ 660.00
18	If hydrant set is more than 6' away from centerline of tee (adder per foot)	2	lf	\$ 60.50	\$ 121.00
19	Hydrant set includes restrain 6" MJ bend(s) (per fitting)	1	ea.	\$ 385.00	\$ 385.00
VALVE SERVICES					
20	Valve maintenance (includes sub-meter GPS location)	50	ea.	\$ 53.90	\$ 2,695.00
21	Valve maintenance (includes sub-foot GPS location)	50	ea.	\$ 53.90	\$ 2,695.00
22	Valve maintenance (without GPS location)	10	ea.	\$ 44.00	\$ 440.00
23	Not found valve (ref. Valve Maintenance scope of work)	30	ea.	\$ 22.00	\$ 660.00
24	Raise valve box to grade < 12" depth (excluding concrete areas and vehicular arteries)	30	ea.	\$ 110.00	\$ 3,300.00
25	Raise valve box to grade < 12" depth in concrete areas and vehicular arteries	30	ea.	\$ 275.00	\$ 8,250.00
26	Raise valve box to grade (or replace valve box) > 12" depth but < 48" depth (excluding concrete areas and vehicular arteries)	5	ea.	\$ 192.50	\$ 962.50
27	Raise valve box to grade (or replace valve box) > 12" depth but < 48" depth in concrete areas and vehicular arteries	5	ea.	\$ 275.00	\$ 1,375.00
28	Replace existing 2" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury)	5	ea.	\$ 3,300.00	\$ 16,500.00
29	Replace existing 4" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury)	5	ea.	\$ 3,850.00	\$ 19,250.00
30	Replace existing 6" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury)	4	ea.	\$ 4,620.00	\$ 18,480.00
31	Replace existing 8" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury)	1	ea.	\$ 5,060.00	\$ 5,060.00
32	Replace existing 10" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury)	1	ea.	\$ 6,050.00	\$ 6,050.00
33	Replace existing 12" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury)	1	ea.	\$ 6,380.00	\$ 6,380.00

34	Replace existing 14" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury)	1	ea.	\$ 13,200.00	\$ 13,200.00
35	Replace existing 16" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury)	1	ea.	\$ 13,200.00	\$ 13,200.00
36	Installation of 4" insertion valve (assume 48" bury)	3	ea.	\$ 8,250.00	\$ 24,750.00
37	Installation of 6" insertion valve (assume 48" bury)	5	ea.	\$ 9,240.00	\$ 46,200.00
38	Installation of 8" insertion valve (assume 48" bury)	1	ea.	\$ 9,460.00	\$ 9,460.00
39	Installation of 10" insertion valve (assume 48" bury)	1	ea.	\$ 11,550.00	\$ 11,550.00
40	Installation of 12" insertion valve (assume 48" bury)	1	ea.	\$ 13,750.00	\$ 13,750.00
41	Installation of 16" insertion valve (assume 48" bury)	1	ea.	\$ 31,900.00	\$ 31,900.00
ANCILLARY SERVICES (ADD TO ANY OF THE ABOVE HYDRANT AND/OR VALVE					
Required use of Ductile iron pipe in lieu of C-900 PVC pipe (cost to include any additional labor,					
42	6 inch	10	lf	\$ 19.80	\$ 198.00
42a	8 inch	10	lf	\$ 25.30	\$ 253.00
42b	12 inch	10	lf	\$ 38.50	\$ 385.00
42c	14 inch	10	lf	\$ 52.80	\$ 528.00
42d	16 inch	10	lf	\$ 66.00	\$ 660.00
Line stop services (includes materials, excavation on < 48" bury to bottom of pipe, backfill and					
43	4" line stop (316 SS fitting)	2	ea.	\$ 5,445.00	\$ 10,890.00
44	4" line stop (epoxy fitting)	2	ea.	\$ 5,445.00	\$ 10,890.00
45	6" line stop (316 SS fitting)	2	ea.	\$ 5,885.00	\$ 11,770.00
46	6" line stop (epoxy fitting)	2	ea.	\$ 5,885.00	\$ 11,770.00
47	8" line stop (316 SS fitting)	1	ea.	\$ 6,160.00	\$ 6,160.00
48	8" line stop (epoxy fitting)	1	ea.	\$ 6,160.00	\$ 6,160.00
49	10" line stop (316 SS fitting)	1	ea.	\$ 6,600.00	\$ 6,600.00
50	10" line stop (epoxy fitting)	1	ea.	\$ 6,600.00	\$ 6,600.00
51	12" line stop (epoxy fitting)	1	ea.	\$ 7,150.00	\$ 7,150.00
52	14" line stop (epoxy fitting)	1	ea.	\$ 8,800.00	\$ 8,800.00
53	16" line stop (epoxy fitting)	1	ea.	\$ 9,460.00	\$ 9,460.00
Dissimilar OD pipe connection for PVC, DIP, CI and AC pipe only					
54	6 inch	1	ea.	\$ 440.00	\$ 440.00
55	8 inch	1	ea.	\$ 495.00	\$ 495.00
56	10 inch	1	ea.	\$ 522.50	\$ 522.50
57	12 inch	1	ea.	\$ 550.00	\$ 550.00
58	14 inch	1	ea.	\$ 1,320.00	\$ 1,320.00
59	Leak sounding at each hydrant and/or valve	5	ea.	\$ 11.00	\$ 55.00
60	4 inch by-pass piping	10	ea.	\$ 137.50	\$ 1,375.00
61	6 inch by-pass piping	10	ea.	\$ 165.00	\$ 1,650.00
62	Mobilization & Demobilization	1	ls	\$ 1,100.00	\$ 1,100.00
63	Maintenance of Traffic (MOT)	1	ls	\$ 880.00	\$ 880.00
64	Barracade Type I or II with warning light	1	ea.	\$ 2.20	\$ 2.20

**AMENDMENT 2
FOR
RFP 19-070 FIRE HYDRANT MAINTENANCE, REPAIR, AND REPLACEMENT SERVICES**

THIS AMENDMENT 2 (hereinafter "Amendment") to a Maintenance Agreement for fire hydrant maintenance, repair and replacement services is hereby entered into as of the Amendment Effective Date defined below, by the **Town of Longboat Key, Florida** (hereinafter "Town"), 501 Bay Isles Road, Longboat Key, Florida 34228, a political subdivision of the State of Florida and **R&M Service Solutions, LLC** (hereinafter "Contractor"), whose address is 7256 West Port Place, West Palm Beach, Florida 33413.

WHEREAS, the Town and the Contractor entered into that Maintenance Agreement, effective July 1, 2019, (the Agreement), for the purpose of providing fire hydrant maintenance, repair and replacement services for the Town as more fully set out in the Agreement; and

WHEREAS, the original term of the Agreement was for a three (3)-year time period; and

WHEREAS, the Town has the option of extending the Agreement for two (2) additional one (1)-year extension terms; and

WHEREAS, the parties mutually agreed to extend the Agreement for the first additional one (1)-year extension term; and

WHEREAS, the parties mutually agree to extend the Agreement for the second additional one (1)-year extension term; and

NOW, THEREFORE, the Town and the Contractor hereby agree as follows:

1. The term of the Agreement is extended for the final one (1)-year term commencing on July 1, 2023, and continuing through June 30, 2024.
2. The Amendment Effective Date shall be the date that the Town executes this Amendment.
3. The Laws of the State of Florida shall govern all provisions of the Agreement. In the event the parties to the Agreement cannot resolve a difference with regard to any matter arising herefrom, the sole and exclusive forum, venue and jurisdiction for any action arising from the Agreement shall be in the 12th Judicial Circuit in and for Sarasota County.
4. E-Verify. The Contractor and its subcontractors (if any) warrant compliance with all federal immigration laws and regulations that relate to their employees including, but not limited to, registering with, and using the E-Verify system. Contractor agrees and acknowledges that the Town is a public employer that is subject to the E-Verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of Section 448.095, F.S., apply to the Agreement. Notwithstanding, if the Town has a good faith belief that Contractor has knowingly hired, recruited, or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under the Agreement, the Town shall terminate the Agreement. If the Town has a good faith belief that a subcontractor performing work under the Agreement knowingly hired, recruited, or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under the Agreement, the Town shall promptly notify Contractor and order Contractor to immediately terminate the contract with the subcontractor. Contractor shall be liable for any additional costs incurred by the Town as a result of the termination of the Agreement based on Financial Institution's failure to comply with the E-Verify requirements referenced herein.
5. The Agreement, as amended by this Amendment 2, continues in full force and effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment to the Agreement as of the day and year last written below. The Town and the Contractor have signed this Amendment in two originals in counterpart. One counterpart each has been delivered to the Town's Procurement Manager and to the Contractor.

Attest:

As to R&M Service Solution, LLC

By: 

Signature

Date: 5-18-2023

Seal:



Attest:

As to Town of Longboat Key, Florida

By: 

DocuSigned by:

Trish Shinkle

Trish Shinkle, Town Clerk

Date: 5/22/2023

Seal:



DS

Review of Amendment as to Form

By: 

DocuSigned by:

R. David Jackson for

Meggin Bladen, Esq., Town Attorney

CONTRACTOR

R&M SERVICE SOLUTION, LLC

By: 

Signature (Authorized Representative)

Print Name: MICHAEL GEORGEPrint Title: GENERAL MANAGERDate: 5-18-23

TOWN

Town of Longboat Key, Florida

By: 

DocuSigned by:

Howard Tipton

Howard Tipton, Town Manager

Date: 5/22/2023

Flagler Beach Hydrant Repairs & Replacement

Prepared for:
City of Flagler Beach
Jenifer Crews, Public Works Supervisor
Cell 386-285-7737 Email: jcrews@cityofflaglerbeach.com

Submitted by:
R & M Service Solutions, LLC

Quote Number: RM 2024074

Prepared by:
Mike George
(352) 398-9127
3/8/2024

Description of Work

Hydrant Repairs and Hydrant Replacement

Scope of Work

Hydrant Numbers:

F002	F083	F161
F004	F084	F162
F005	F086	F163
F006	F092	F165
F009	F093	F166
F010	F111	F167
F011	F114	F168
F014	F116	F170
F020	F117	F172
F021	F118	F173
F031	F121	F176
F032	F125A	F177
F036	F126	F178
F039	F127	F183
F040	F128	F184
F042	F129	F185
F043	F134	F186
F044	F138	F191
F052	F139	F192
F058	F140	F193
F059	F142	F195
F061	F143	F196
F062	F146	F197
F063	F148	F198
F067	F149	F199
F072	F152	F203
F075	F155	F204
F077	F156	F205
F080	F158	
F082	F159	

This pricing structure is based on Longboat Key contract pricing (IFB-19-070)

Quote Number: RM 2024074

CPI Price

Item #	Description	Qty	Unit	Each	Extension
6	Upper Barrel Repair (Bolts)	90	each	\$ 440.00	\$ 39,600.00
7	Lower Barrel Repair	7	each	\$ 660.00	\$ 4,620.00
9	Hydrant extension (12")	13	each	\$ 770.00	\$ 10,010.00
10	Hydrant extension (18")	2	each	\$ 880.00	\$ 1,760.00
12	Replace typical bury (48") hydrant and "tie-back" unrestrained isolation valve providing valve is mechanical joint and not "push on" (includes excavation, materials, backfill and compaction). Will not require a shut down or line stop.	1	each	\$ 5,720.00	\$ 5,720.00
62	Mobilization & Demobilization	1	each	\$ 1,100.00	\$ 1,100.00
72	Sod Replacement (Bahia)	4	each	\$ 110.00	\$ 440.00
					\$ 63,250.00

Other Conditions / Details

Jenifer Crews, Public Works Supervisor

AGREED AND ACCEPTED

Customer Signature: _____

Date: _____



STAFF REPORT

Flagler Beach Regular City Commission Meeting

March 14, 2024

To: Elected Officials

From: Dale L. Martin, City Manager

Date: March 14, 2024

Item Name: Ordinance 2024-03, an Ordinance by the City of Flagler Beach, Florida, amending Article II of the City of Flagler Beach Land Development Regulations relating to signs; reducing the window sign allowance; amending the size and time allowance for temporary banner signs; providing for severability; providing for codification, conflicts, and effective date.

Background: The Commission previously expressed their concern regarding window coverage signage and length of time temporary banners were displayed. Attorney Smith advises the amendments presented reduce the exterior window coverage area from 50% down to 25%. The temporary signage amendments include the reduction of the number of temporary onsite banners down from two (2) to one (1), and the copy area reduced from sixty-four square feet down to thirty-six square feet in non-residential zones, and display time is increased to up to two (2) weeks, reduced down to six (6) times per year and increased the minimum separation time of 30 days between displays. The Ordinance was reviewed by the Planning and Architectural Review Board at the March 6, 2024 meeting. Attorney Smith advises he will provide the Officials an update of their non-substantial recommendations.

Fiscal Impact: No impact.

Staff Recommendation: Staff recommends approval of Ordinance 2023-03, First Reading.

Attachment: Proposed Ordinance 2024-03

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ORDINANCE NO. 2024-03

AN ORDINANCE OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING ARTICLE II OF THE CITY OF FLAGLER BEACH LAND DEVELOPMENT REGULATIONS RELATING TO SIGNS; REDUCING THE WINDOW SIGN ALLOWANCE; AMENDING THE SIZE AND TIME ALLOWANCE FOR TEMPORARY BANNER SIGNS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION, CONFLICTS, AND EFFECTIVE DATE.

WHEREAS, the City Commission wishes to protect the safety of motorists, pedestrians, and others from distraction caused by signs; and

WHEREAS, the City Commission finds that an overabundance of temporary signage can detract from the aesthetic beauty of the landscape, waterways, and the Atlantic Ocean; and

WHEREAS, the City Commission wishes to preserve the aesthetic beauty of the City of Flagler Beach; and

WHEREAS, the regulation of signage for purposes of aesthetics has long been recognized as advancing the public welfare; and

WHEREAS, the Florida Constitution provides that it shall be the policy of the state to conserve and protect its scenic beauty; and

WHEREAS, the regulation of signage for purposes of aesthetics directly serves the policy of this state by conserving and protecting its scenic beauty; and

WHEREAS, the City Commission finds that the existing allowance for window signs in the Code allows situations where windows can be completely covered by window signage as long as such signage does not exceed 50% of the total window area of the building; and

WHEREAS, the City Commission finds that such coverage contributes to sign clutter and detracts from the aesthetic beauty of the City; and

WHEREAS, the City Commission finds that the current banner sign allowances are being abused by a small number of users and finds that a reduction in the size and time allowances are appropriate and necessary; and

WHEREAS, the Planning and Architectural Review Board, acting as the Local Planning Agency, found and determined that this Ordinance is consistent with the City’s Comprehensive Plan, and the City Commission finds and determines that the following amendments are consistent with all applicable policies of the City’s Comprehensive Plan; and

WHEREAS, the City Commission finds and determines that the City’s sign regulations are concerned with the secondary effects of speech including but not limited to aesthetics and traffic safety, and are not intended to regulate viewpoints or censor speech,

and for those and other reasons that the foregoing provisions are not subject to, or would not fail, a “prior restraint” analysis; and

WHEREAS, the City Commission finds and determines that adoption of this Ordinance is in the best interest of the residents, businesses, and visitors of Flagler Beach.

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

SECTION ONE. The findings set forth in the recitals above are hereby adopted as legislative findings of the City Commission pertaining to this Ordinance.

SECTION TWO. Article VII, “Signs,” of the City of Flagler Beach Land Development Regulations is hereby amended as follows (note, underlined text notates additions, strikethrough text notates deletions, and ellipses (***) notate text which remains unchanged and is not reprinted here):

ARTICLE VII. SIGNS

* * *

Sec. 7.06.07. Window signs.

Window signs shall not exceed ~~fifty (50)~~ twenty-five (25) percent of the area of any window as viewed from the outside of the building ~~the building's window area. For purposes of calculation,~~ Such signage shall include permanently and temporarily affixed window signs, neon displays, or any other sign displayed in a manner to be readily visible from the exterior of the building. ~~Window signs shall not be calculated in a lot or premises' total allowable number of signs and sign copy area unless otherwise specified in this article.~~ Window signs existing as of April 11, 2024, shall be brought into compliance with the coverage limitation provided herein on or before May 10, 2024.

Sec. 7.07.03. Standards for certain temporary signs ~~erected with a permit.~~

The number of such signs and a sign's copy area shall not be calculated in a lot or premises' total allowable number of signs and sign copy area unless otherwise specified in this article.

A. *Temporary freestanding signs.*

1. Only one (1) temporary freestanding sign may be erected on a lot. All temporary signs may be authorized for a total period not to exceed ninety (90) days during any calendar year. Said sign shall be removed upon the expiration of the above-described period.
2. A temporary freestanding sign's copy area shall not exceed sixteen (16) square feet in the SFR, LDR, MDR zoning districts and thirty-two (32) square feet in all other zoning districts except the single- and two-family residential use portions of the comprehensive plan designated planned and limited development overlays and the mixed-use overlay. Temporary freestanding signs erected in the comprehensive plan designated planned and limited development overlays and the mixed-use overlay shall not

exceed sixteen (16) square feet of copy area within single-family and two-family residential use areas and thirty-two (32) square feet of copy area in all other use areas.

3. Temporary freestanding signs shall not exceed six (6) feet in height measured from the finished grade to the highest point on the sign.

B. On-site temporary banner signs.

1. No more than ~~two (2)~~ one (1) temporary on-site banner signs of sixteen (16) square feet or less of copy area in a residential zone and ~~sixty-four (64)~~ thirty-six (36) square feet or less of copy area in a non-residential zone may be displayed for up to two (2) weeks ~~one (1) week~~, ~~twelve (12) six (6) times per calendar year~~, with a minimum of ~~fourteen (14)~~ thirty (30) days between times of display.

- ~~2. No more than two (2) temporary on-site banner signs of six (6) square feet or less of copy area in a residential zone and twelve (12) square feet or less of copy area in a nonresidential zone may be displayed for up to three (3) weeks, twelve (12) times per calendar year, with a minimum of seven (7) calendar days between times of display.~~

- ~~23.~~ Applications for temporary on-site banner signs shall meet all of the following content-neutral criteria:

~~a. The temporary sign is not displayed more than fourteen (14) days prior to the start of the special event, and the sign will be removed within twenty-four (24) hours of the closing of the special event.~~

~~ab.~~ The temporary banner sign will not exceed nine (9) feet in height.

~~be.~~ The temporary banner sign will not conceal or obstruct adjacent land uses or signs.

~~cd.~~ The temporary banner sign will not conflict with the principal permitted use of the site.

~~de.~~ The temporary banner sign will not interfere with, obstruct the vision of or distract motorists, bicyclists or pedestrians.

~~ef.~~ The temporary banner sign will be installed and maintained in a safe manner and in such a way that it will not disassemble, float, or fall in the event of wind.

C. Sandwich signs.

1. Sandwich signs are temporary signs which are only permitted in the General Commercial, Highway Commercial and Tourist Commercial Zoning Districts, the Community Redevelopment Area's Downtown Mixed-Use Overlay District and A1A Retail Corridor Overlay District. All of the following regulations shall apply:

- a. Only one (1) sandwich sign is allowed per business and can be displayed only during the business hours of the business it identifies and shall be stored indoors during non-business hours.
 - b. Maximum sign area is twelve (12) square feet, with a maximum height of four (4) feet.
 - c. A sandwich sign shall be placed in front of the use and shall allow for a minimum of at least five (5) feet of unobstructed pedestrian clearance adjacent to the sign. If a sandwich sign cannot be placed in front of the business because of these regulations, and the business is on a corner, the sandwich sign can be placed in the side yard.
 - d. The sign shall not be located in a public right-of-way or on a sidewalk.
 - e. A business located above the first floor of a building may place one (1) sandwich sign on the ground level of the building in which the business is located.
 - f. A sandwich sign does not count against other allowable sign number or area of a business.
 - g. A sandwich sign shall not be located in a manner which violates the provisions of Section 7.06.04 of this article.
 - h. A sandwich sign shall not be illuminated or electric, shall not have any electric devices attached thereto, and shall not contain any attachment for holding pamphlets, leaflets, written material, or any other items.
 - i. A sandwich sign shall be stored indoors during tropical storm/hurricane watches and warnings and other severe weather advisories.
- D. *Special events parking signs.* Signs directing participants on parking availability during a special event shall be no more than sixteen (16) square feet in sign copy area and six (6) feet in height.
- E. The temporary signs shall comply with all other applicable sections of this article not in conflict with this section. Specifically, prohibited signs under Section 7.05.00 shall not be allowed.
- F. The temporary sign permit is in addition to any other permit required by applicable county, state or federal statute, law or regulation.
- G. Any decision of the city manager or designee regarding the display of temporary signs may be appealed in accordance with Section 7.02.03 except that the initial time in which the city must make a determination on the sign permit application shall be ten (10) days as opposed to the forty-five (45) days provided in Section 10.02.03.

* * *

SECTION THREE. Codification. It is the intent of the City Commission of the City of Flagler Beach that the provisions of this Ordinance shall be codified. The codifier is granted broad and liberal authority in codifying the provisions of this Ordinance.

SECTION FOUR. Conflicts. In any case where a provision of this Ordinance is found to be in conflict with the provisions of any other ordinance of this City, the conflicting provisions of the previous ordinance shall be repealed and superseded by this Ordinance.

SECTION FIVE. Effective date. This Ordinance shall take effect immediately upon adoption as provided by the Charter of the City of Flagler Beach.

PASSED ON FIRST READING THIS _____ DAY OF MARCH 2024.

PASSED AND ADOPTED THIS _____ DAY OF MARCH, 2024.

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

Suzie Johnston, Mayor

ATTEST:

Penny Overstreet, City Clerk

Beach/Parks/Recreation

Weekly Highlights March 6, 2024

- ATVs and Jet skis are still being operated on a regular basis in order to keep all of our summer rescue vehicles and vessels properly maintained.
- First Friday on March 1 was very well attended. The weather was warm and we estimated that over 1,000 people were in attendance. We gave away 56 free pinewood derby racecar kits in preparation for the annual pinewood derby races on April 5.
- Summer lifeguard recruit training for new lifeguards will begin on April 27. We will be training during weekends in May so that we will have full staff ready by Memorial Day Weekend.
- We will have a small crew of lifeguards from last summer ready to work for Spring Break (March 16-24) if necessary.
- We put additional “Keep Off The Dunes” signs along the areas beside A1A on the south side of town where we have been receiving complaints about people walking on the dunes.
- Lifeguard towers from last season are being repaired and repainted as necessary in preparation for the summer season.

FBFD Operational Response Report

This weekly report conducted by the Flagler Beach Fire Department contains the following data:

- Number of incidents responded to over the dates listed below.
- Incident types.
- Total number of incidents for 2024.

Report Conducted: February 15 - 21

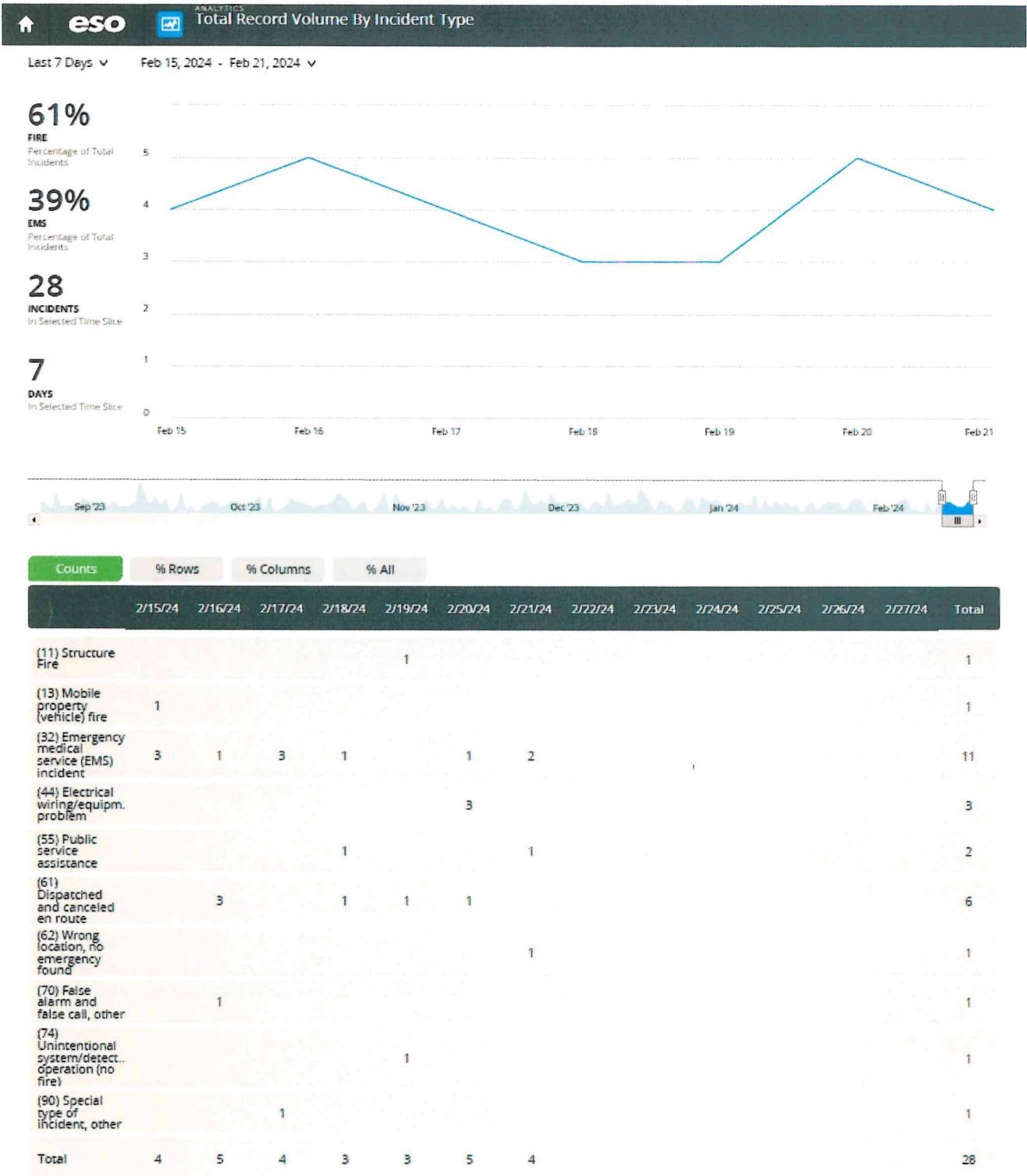
Flagler Beach Fire Department

Deputy Chief Stephen Cox

Scox@Fbfire.org



Weekly Incident Response Data



Total Number of Incident for 2023

190

FBFD Operational Response Report

This weekly report conducted by the Flagler Beach Fire Department contains the following data:

- Number of incidents responded to over the dates listed below.
- Incident types.
- Total number of incidents for 2024.

Report Conducted: February 22 - 28

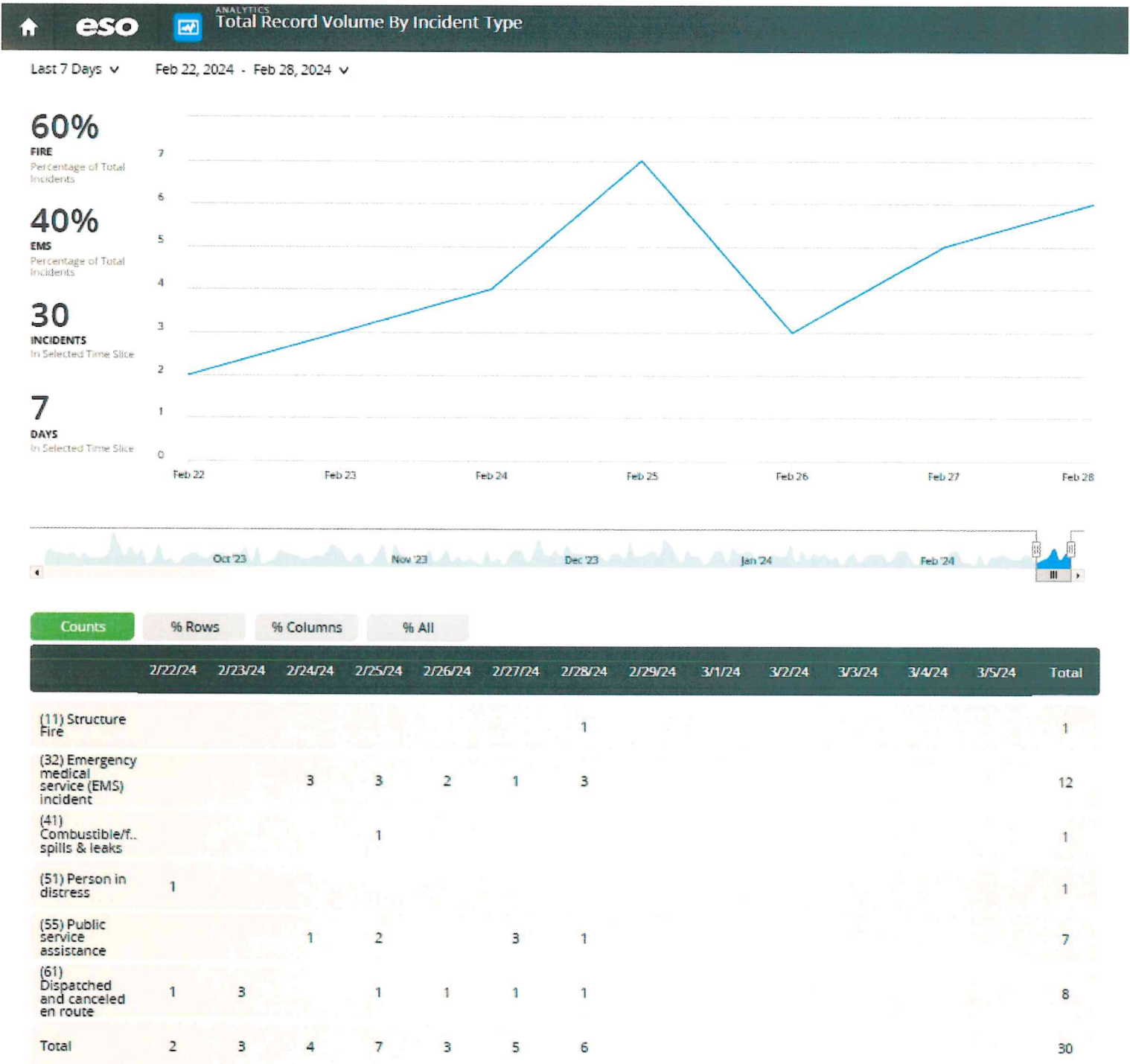
Flagler Beach Fire Department

Deputy Chief Stephen Cox

Scox@Fbfire.org



Weekly Incident Response Data



Total Number of Incident for 2023

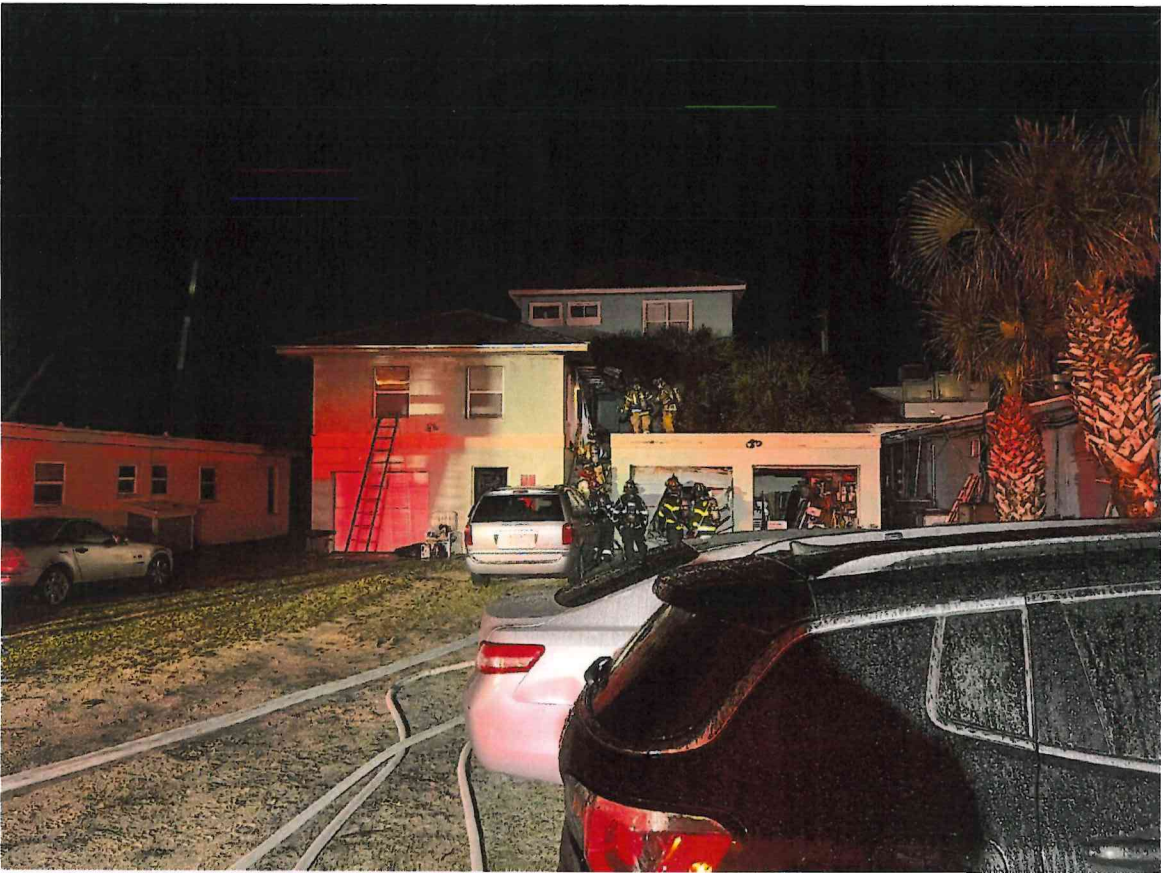
224

Penny Overstreet

From: Stephen Cox
Sent: Tuesday, February 20, 2024 11:51 AM
To: Penny Overstreet; Katherine Monroy
Subject: Fire Department Weekly Situation Report

Good morning, I hope this report finds you well. As you will see the Flagler Beach Fire Department had an eventful week.

- Early Monday Morning at 2:02am, the Flagler Beach Fire Department responded to a residential structure fire at 112 5th Street North. Flagler Beach Engine 11 arrived on scene to find heavy fire on the balcony threatening the interior of the structure, attic space, and adjacent structure. Luckily the two occupants were awakened by the fire and were able to self-rescue before the fire burned through the door. Flagler Beach Firefighters were able to make an aggressive fire attack stopping the spread of fire and confined a majority of fire and damage to the area of origin. We did note little extension into the adjacent garage but were able to quickly extinguish the areas of extension. I am proud to say that your fire department was able to save over 80% of the structure and its contents (Total value -\$450,000, fire loss - \$80,000, total save - \$370,000) and reported no injuries to the occupants. As you can see, the outcome of this scenario could have been much worse but adequate staffing models and the deployment of proper fire department resources and equipment ensure that our firefighters are able to provide the best service possible to the public we serve.





- Next week members from the Flagler Beach Fire Department will be attending joint facility training with Palm Coast Fire Department and Flagler County Fire Department. Firefighters will be training on firefighter survival in the event of a mayday scenario. All training hours obtained count towards required fire department training and compliment ISO requirements.
- This week the Flagler Beach Fire Department will take part as a stakeholder in the training and exercise working group to discuss regional preparedness. This includes 0305 All-Hazards Incident Management and the discussion of FEMA G-300 and G-400 class offerings. Flagler Beach Fire Department will share ICS position specific training interests for possible local/in County offerings. Hazardous materials training will also be presented for future scenarios.
- I have been in contact with Chief Pace and he is in good spirits and is recovering well. Chief Pace sends his best to all and looks forward towards his return next month.

For the time being, if there is anything I can do to assist you please do not hesitate to reach out.

Respectfully,

Stephen J. Cox
Deputy Fire Chief
Flagler Beach Fire Rescue
320 S. Flagler Ave
Flagler Beach, Florida 32136
Office-386-517-2010
Cell-386-986-9038

Penny Overstreet

From: Stephen Cox
Sent: Tuesday, February 27, 2024 10:31 AM
To: Katherine Monroy; Penny Overstreet
Subject: FBFD Weekly Situation Report

Good morning, I hope this weekly situation report finds you well.

I am proud to announce that Lt. Kyle Obesrt has successfully passed his Florida State Fire Officer I test and is now a recognized Florida Fire Officer by the Florida Bureau of Fire Standards and Training. Lt. Oberst is an exceptional asset to our organization and we are proud of his accomplishments.

Last week R&M reported that multiple fire hydrants needed to be repaired and were placed out of service. With the help of our Public Works Department, we were able to identify the location of each hydrant in an acute manner which allowed us to formulate a tactical approach should the need arise. Based on our current resources and deployment models, this will not interrupt the delivery of fire protection to the public we serve.

Flagler Beach Fire Department is preparing for the annual 2024 Bike Week. We intend to provide public relations messages through our social media outlet to hopefully reduce the amount of accidents and injuries. Fire department staff is reviewing air transport unit (ATU) landing zones as well as trauma alert protocols.

Deputy Chief Cox has been selected to attend FEMA Incident Command: Capabilities, Planning and Response Actions for All Hazards at the Center for Domestic Preparedness in Anniston, Alabama. This training is fully funded through FEMA and provides management-level responders working in supervisory positions with knowledge of how decisions made by responders from various disciplines can impact the handling of a chemical, biological, radiological, nuclear, or explosive (CBRNE) incident.

Over the next couple of days, Flagler Beach Firefighters are attending firefighter survival training at the Flagler County Training Tower. The training challenges firefighters and simulates an environment where firefighters were trapped in a building.



(Lt. Evans making his way through a collapsed structure on 2/27)

Regards,

Stephen J. Cox
Deputy Fire Chief
Flagler Beach Fire Rescue
320 S. Flagler Ave
Flagler Beach, Florida 32136
Office-386-517-2010
Cell-386-986-9038



Penny Overstreet

From: Robert Pace
Sent: Thursday, March 7, 2024 11:08 AM
To: Dale Martin
Cc: Penny Overstreet; Katherine Monroy
Subject: Weekly Highlights

Mr. Martin,

It is good to be back at work and I have recovered well from surgery. The following are some highlights that took place in my absence and few that occurred this week;

- Pension Board Meeting

Both the Police and Fire Department held a Pension Board Meeting at the station on February 13th. The meeting was called to order and pension trustees were encouraged to discuss any current issues during Open Forum. The last meeting's minutes and the accounting report were approved in Consent Agenda. Under New Business the Form 1 Financial Disclosure and Ordinance Review (Police & Fire) was addressed. The revised ordinances included new benefits within the pension parameters. The actuary is planning on having the calculations completed for the new benefits completed over the next couple of weeks. Before closing the meeting, the investment consultant delivered his report.

- Rummage Sale at the Women's Club

The Women's Club as always has continued to be a great supporter of public safety and the fire department specifically. In November, members of the club packaged all the donation drive material for the Volunteer Firefighter Association. The Association survives solely on the donations generated through the drive annually and the Women's Club has assumed the packaging responsibilities for the last several years. In January, the Women's Club hosted the Guns -N- Hoses Chili Challenge. Twelve teams of past and current public safety members competed at the event. Every February, the Women's Club holds a rummage sale at the clubhouse. This is an opportunity for department members to repay some of the support given by the club. C Shift's crew reported to the clubhouse earlier in the month and moved all the items from storage to tables in preparation of the sale. This was a small gesture, but the department is always willing to pitch in to assist the Women's Club.

- Large Incident Command Meeting

Deputy Chief Cox attended the Large Incident Command Meeting at the Emergency Operation Center. DC Cox is a member of the committee that is revising some of the policies for large scale events. Active Shooter Response is a policy that includes many variables and at time has been difficult when attempting to implement a blanket approach. However, the committee has done an excellent job in crafting a template that appears will work for all agencies. During the meeting both Fire and EMS provided input on some of the final changes to be made to the proposed framework.

- Firefighter Survival Training

I am aware that Deputy Chief Cox stated in last week's report that staff would be attending Firefighter Survival Training. All of the department's line staff completed the training at the county's training tower and I have received nothing but

positive feedback. This training is very important for a few reasons. First and foremost, firefighters always have the potential to be involved in a hazardous environment and being knowledgeable of escaping a life-threatening scenario is paramount. The mentality is everyone goes home. In addition, this training is an ISO requirement and covers facility training responsibilities.

- Excelling as a Manager or Supervisor Training

As you and I have discussed, learning and growing as a manager should be taking place for our entire careers. Training is a huge part of this and yesterday I completed a management course called Excelling as a Manager or Supervisor. The training addressed overcoming common challenges faced by managers while learning how to work through others to get things done. From delivering feedback to delegating work to managing conflict and more, the workshop provided the latest, proven strategies to enhance overall team performance.

- Smoke Detector installation and Battery Replacement Program

Staff was out twice this week responding to request for assistance with smoke detectors. The first visit was for a resident living on Lambert Avenue. The detector in question was in need of battery replacement and was located on a high vaulted ceiling. The crew replaced the battery and checked the other detectors' batteries. The second resident lived on Lehigh Avenue and the issue was the hard wired smoke detector system was no longer operating properly. The resident was advised to contact an electrician to identify the problem. In the meantime, the responding crew installed two battery operated detectors as a temporary fix. Both crews took the opportunity to conduct fire safety inspections of the homes and there were no major discrepancies noted. Both residents were very appreciative of the service.

- Impact Issues

There are no scheduled special events to take place in the city over the weekend. Staff will continue to monitor and respond to visitors here for Bike Week.

I look forward to talking to you soon.

Thanks,

Robert Pace

Fire Chief

Flagler Beach Fire Rescue

320 S. Flagler Ave

Flagler Beach, Florida 32136

Office-386-517-2010

Cell-386-276-0405



FBFD Operational Response Report

This weekly report conducted by the Flagler Beach Fire Department contains the following data:

- Number of incidents responded to over the dates listed below.
- Incident types.
- Total number of incidents for 2024.

Report Conducted: February 29 - March 6

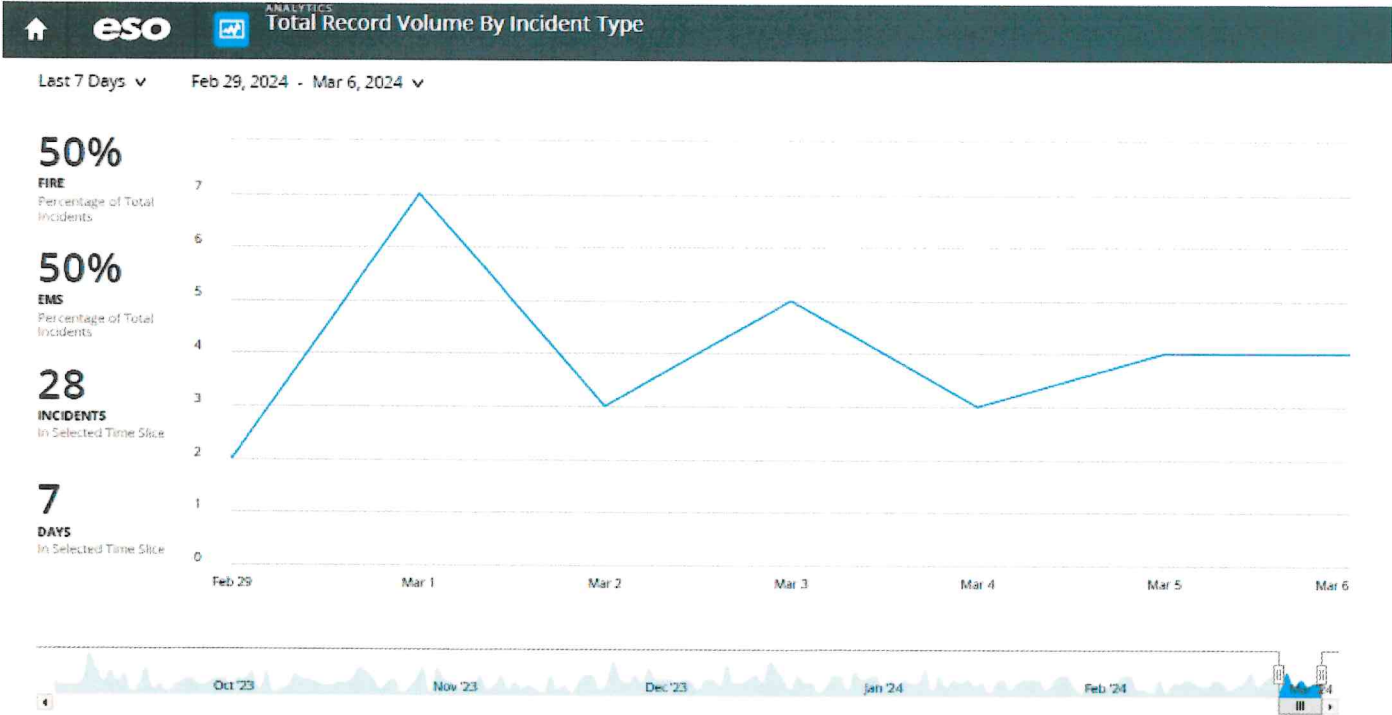
Flagler Beach Fire Department

Deputy Chief Stephen Cox

Scox@Fbfire.org



Weekly Incident Response Data



Counts	% Rows	% Columns			% All									
	2/29/24	3/1/24	3/2/24	3/3/24	3/4/24	3/5/24	3/6/24	3/7/24	3/8/24	3/9/24	3/10/24	3/11/24	3/12/24	Total
(32) Emergency medical service (EMS) incident	1	3	1	2	2	4	1							14
(41) Combustible/f.. spills & leaks							1							1
(51) Person in distress				1										1
(54) Animal problem or rescue		2												2
(55) Public service assistance				1										1
(61) Dispatched and canceled en route	1		1	1			2							5
(67) HazMat release investigation w/no HazMat		1												1
(70) False alarm and false call, other			1		1									2
(74) Unintentional system/detect... operation (no fire)		1												1
Total	2	7	3	5	3	4	4							28

Total Number of Incident for 2023

247



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

Chief's Weekly Report

From: Friday		2/16/2024		To: Thursday		2/22/2024	
Calls For Service	53	Felony Arrest	2	Reports Written	11	Citations Issued	31
Self-Initiated	40	Misd. Arrest	2	Comm. Policing	14	Warnings (Written/Verbal)	56
Traffic Stops	49	City Ordinance	1	Security Checks	198		

Chief's Weekly Summary

Friday: 2/9/24 @ 9:57 a.m. / Stolen Vehicle - UPDATE / 323 Moody Boulevard (Coconut Bay Gift Shop): Officer Guerrero and Detective Vinci worked this case together and they obtained evidentiary surveillance video from numerous businesses in the City, and outside of the City. The video footage, when coupled with the License Plate Reader (LPR) technology and assistance from the Flagler County's Real Time Crime Center led to the development of a viable suspect. The suspect was interviewed on February 15th, and he provided a full confession to the theft. The stolen trailer was recovered in Bunnell, along with some of the stolen merchandise. **Excellent teamwork and a formal Commendation will be forthcoming!**

Friday: Dayshift Officers conducted briefing training by watching a video from Mr. Gordon Graham, titled; "Music in the Background of Police Videos." The squad watched the video, discussed the topic and how it relates to our Department.

Friday: Dayshift Officers conducted proactive traffic enforcement at the following locations and times; 200 block of South Flagler Avenue, from 11:27 a.m. to 12:10 p.m. No violations. 800 block of North Flagler Avenue, from 1:24 p.m. to 2:45 p.m. Three (3) traffic stops with three (3) written warnings issued.

Friday: Nightshift Officers conducted briefing training by reviewing an article from PoliceOne.com in reference to a Wyoming Police Officer who was shot and killed while he was trying to serve a trespass warning.

Friday: During their shift, Nightshift Officers monitored our License Plate Readers (LPR's), which resulted in five (5) traffic stops, and the issuance of two (2) State Traffic citations, four (4) written warnings, one (1) seized Florida Driver's License and one (1) seized tag. Chief Doughney rode in Patrol with Officer Scherr from 6:00 p.m. to 1:00 a.m.

Friday: 2/16/24 @ 11:59 p.m. / Criminal Traffic / Moody Boulevard and Roberts Road: While Patrol Officers were monitoring our License Plate Readers (LPR's) they received an alert on a subject who had a Suspended Florida Driver's License. A traffic stop was conducted on the vehicle and a check of the Operator's Florida Driver's License confirmed that it was suspended for financial obligations; with a seize tag order in place on the tag. The Driver was issued two (2) State Traffic citations for Driving While License Suspended and No Insurance. The Driver's suspended License was seized, as was the vehicle's tag; both of which here placed in Property & Evidence. Roger's Towing responded and towed the vehicle. A Police report was completed.

Saturday: 2/17/24 @ 3:14 a.m. / Driving Under the Influence - Arrest / 100 2nd Street North: While on patrol, our Officers observed a vehicle parked on the side of the roadway, running, with the vehicle's lights on. The ensuing Investigation revealed that the male Driver passed out behind the wheel. The subject was awoken and asked to step out of the vehicle for a Driving Under the Influence investigation. The subject was unsteady on his feet and his speech was slurred. The subject appeared to be extremely intoxicated, and the smell of alcohol was emitting from his breath. The subject refused all Standardized Field Sobriety Tests and he was placed under arrest for suspicion of Driving Under the Influence. The subject was transported to the Flagler County Inmate Facility without incident. Once at the Inmate Facility, the subject provided a breath sample of .138. A Police report was completed.

Saturday: Heavy rainstorms throughout both day and night shifts prevented proactive traffic enforcement.

Saturday: 2/17/24 @ 7:12 p.m. / Assist Outside Agency - FCSO / 6018 SR 100 E (Mobil): Officers responded to the Mobil gas station in reference to a mentally ill subject, with violent tendencies, calling 911 to request assistance but refusing to reveal his location. Officers assisted in locating the subject in question and ensuring Deputy safety.

Sunday: 2/18/24 @ 1:20 a.m. / 911 Investigation / 101 North Oceanshore Boulevard (Finn's): Officers responded to a 911 open line that was "Geolocating" at Finn's. By querying the phone number, our Officers were able to determine that the caller had a history of overdoses. Officers were able to make contact with the caller, and verified that the call was accidental; with no emergency services required. **Good Job!**

Sunday: 2/18/24 @ 7:17 p.m. / Disabled Vehicle / 2000 Block of South Oceanshore Boulevard: Officers were dispatched in reference to a vehicle which had become stuck on the raised concrete median, while attempting to navigate a turn. The elderly Driver was uninjured and exhibited no signs of impairment. Officers shut down the roadway to facilitate a tow of the vehicle.

Sunday: 2/18/24 @ 7:57 p.m. / Disabled Vehicle / 1900 Block of South Oceanshore Boulevard: While on the above call for service, Officers were flagged down in reference to a second vehicle which had become stuck on the raised concrete median. This Driver was also uninjured and did not exhibit signs of impairment. Officers shut down the roadway again facilitate a second tow.

Monday: 2/19/24 @ 2:02 a.m. / Structure Fire / 100 Block of 5th Street North: Patrol Officers were dispatched in reference to a residential structure fire. Upon arrival, our Officers found the house engulfed in flames. The residents wished to re-enter the home, but for their own safety they were prevented from doing so. One (1) of the residents was clearly under the influence of narcotics, and both residents denied knowledge of how the fire began. Flagler Beach Fire Department and Palm Coast Fire responded, extinguished the fire, and determined the circumstances were suspicious. Fire Department Command contacted the State Fire Marshal, and Deputy Chief Blanchette was contacted as well. Our Officers remained on scene for approximately two (2) hours. No further Police actions required.

Sunday: Continuing heavy rainstorms throughout day and night shift prevented proactive traffic enforcement.

Monday: Chief Doughney assisted dayshift Patrol with parking enforcement during lunchtime, from 11:30 a.m. to 1:30 p.m. During this timeframe, four (4) City parking citations were issued, along with two (2) written warnings. The violations were for parking the wrong direction, parking on the City sidewalk and parking in the roadway.

Monday: 2/19/24 @ 8:59 p.m. / Found Property - Narcotics / 302 Moody Boulevard: Officer responded to Poor Walt Bar in reference to the owner finding a clear crystal substance in a small plastic baggie. The baggie was located in the parking lot near the business. The substance, believed to be crystal Meth, was submitted into Property and Evidence for destruction. A Police report was completed.

Monday: 2/19/24 @ 9:19 a.m. / Domestic Disturbance - Marchman Act / 1400 Block of North Central Avenue: Patrol Officers responded in reference to a physical disturbance between an aunt and her niece. Upon our Officers arrival, the suspect (niece) had left the home. The parties were involved in a verbal altercation, when the niece pushed the aunt into a wall; causing a minor head injury. Officers located the niece down the road and she was subsequently taken into protective custody under Marchman Act; due to her high level of intoxication. Domestic Battery charges have been completed and were forwarded to the State Attorney's Office for review. A Police report was completed.

Monday: Dayshift Officers conducted proactive traffic enforcement at the following locations and times; 800 block of South Oceanshore Boulevard, from 2:42 p.m. to 3:25 p.m. No violations. 2200 block of Moody Boulevard, from 3:30 p.m. to 4:15 p.m. No violations.

Monday: Nightshift Officers conducted briefing training by completing a course in the online "Briefing Room", titled; "Maintaining radio discipline during critical incidents". Officers watched a video on the topic and held a discussion afterwards.

Monday: Nightshift Officers conducted proactive traffic enforcement at the following locations and times; 2200 block of Moody Boulevard, from 7:30 p.m. to 8:30 p.m. Three (3) traffic stops, with three (3) written warnings.

Tuesday: Dayshift Officers conducted briefing training by completing a lesson in the online "Briefing Room", titled; "Is It Enough to Say You Were Just Following Your Training?". The primary takeaway from the training was the following case law; Brown vs. County of San Bernardino (2023, 9th Circuit Court of Appeals).

Tuesday: Dayshift Officers conducted proactive traffic enforcement at the following locations and times; 100 block of Roberts Road, from 9:00 a.m. to 8:40 a.m. No violations.

400 block of John Anderson Highway, from 10:57 a.m. to 11:38 a.m. One (1) traffic stop, with a written warning issued.

Tuesday: Dayshift Officers conducted Operation "Safe Crossing". Officers monitored crosswalks in the City throughout their shift monitoring them for any violations with pedestrians. No violations were observed.

Tuesday: Chief Doughney assisted dayshift Patrol with parking enforcement, issuing six (6) City parking citations and one (1) written warning. One (1) of the City citations was issued to a vehicle unlawfully parked on the sea dunes in the 1800 block of South Oceanshore Boulevard. The remaining citations and written warning were for vehicles that were parked the wrong direction or parked in the roadway. Additionally, Chief Doughney attended the Flagler Woman's Club's (FWC) "Candidates Night" at the FWC clubhouse, 1524 South Central Avenue, from 7:00 p.m. to 8:30 p.m.

Wednesday: 2/21/24 @ 1:08 a.m. / Reckless Driver - Arrest / Moody Boulevard at South Daytona Avenue: Officers attempted a traffic stop on a Yamaha motorcycle for unlawful speed (67 MPH) traveling eastbound over the Moody Bridge. Upon the Officer attempting the traffic stop, the motorcycle fled south on South Daytona Avenue, and then south on A1A into Volusia County. A BOLO was sent to the Volusia County Sheriff's Office, and a Volusia County Deputy located the motorcycle on Highbridge Road a few minutes later. A traffic stop was initiated and the Driver stopped. The Driver was taken into custody without incident, and he was transported to the Flagler County Inmate Facility. The Driver was charged with Fleeing & Eluding (a Felony) and Driving While License Suspended (with knowledge). A Police report was completed.
Great teamwork!

Wednesday: Chief Doughney participated in Wellness Walk Wednesday, from 8:00 a.m. to 8:45 a.m. Chief Doughney also attended the Department Head Staff meeting with Mr. Martin at City Hall from 9:00 a.m. to 10:00 a.m.

Wednesday: 2/21/24 @ 8:46 a.m. / Disturbance Weapons - Arrest / 600 Moody Lane: The victim called to report that her neighbor has an ongoing problem with her dogs barking. This morning at approximately 5:40 a.m., the victim took her dogs out and she observed the neighbor standing outside with a firearm. The victim heard "click, click, click" as her neighbor stated that he was shoot her dogs to shut them up. Once the victim saw the gun pointed at her and her dog, she ran behind the fence and told him to stop making it click and the dogs can stop barking. The suspect was placed under arrest for Aggravated Assault and he was transported to the Flagler County Inmate Facility without incident. A Police report was completed.

Wednesday: Nightshift Officers conducted briefing training on the Jessica Lunsford case. The case led to the Jessica Lunsford Act in Florida, which was enacted in 2005. The law tightened restrictions on convicted sex offenders, including mandatory minimum sentences of twenty-five (25) years for offenses against children under twelve (12) years of age, lifetime electronic monitoring, and stricter reporting requirements. The Act also increased penalties for registration non-compliance, aiming to improve sex offender tracking and management.

Wednesday: 2/21/24 @ 8:36 p.m. / Disabled Vehicle / Moody Boulevard at North Daytona Avenue: Officers stopped out with a Ford F-250 towing a trailer which had broken down and was blocking westbound traffic on SR100. Officers assisted in shutting down the traffic lane and directing traffic until the vehicle and trailer could be safely removed from the roadway.

Thursday: 2/22/24 @ 3:34 a.m. / Assist Outside Agency - FCSO / 2900 Block of North Oceanshore Boulevard: Our Officers were requested to assist with locating an elderly dementia patient who had left a residence in his vehicle and become lost in an unknown location. Our Officers canvassed our City and Beverly Beach for the subject, who was ultimately located safely in St. Augustine. The subject was transported back to his residence by St. John's County Sheriff's Office Deputies. **Good teamwork!**

Thursday: Chief Doughney assisted dayshift Patrol with parking enforcement, issuing four (4) City parking citations to vehicles that were parked on City sidewalks. Chief Doughney also attended the regular meeting of the City Commission from 5:30 p.m. to 8:45 p.m.

Thursday: 2/22/24 @ 9:29 p.m. / Criminal Mischief / 1308 South Oceanshore Boulevard: Patrol Officers were dispatched in reference to a subject from an earlier call that was breaking things and yelling about killing people. The investigation determined that the subject was attempting to enter the rental unit of a friend who had previously allowed him to stay there. In the process, the subject destroyed a locked gate and trespassed on property where he was clearly no longer invited. The subject was placed under arrest, without incident, and he was charged with Disorderly Intoxication, Trespassing, and Criminal Mischief. The subject was transported to the Flagler County Inmate Facility. A Police report was completed.

Thursday: 2/22/24 @ 10:28 p., / Noise Complaint / 101 North Oceanshore Blvd (Finns): Officers were dispatched in reference to a complaint of loud music from the business. Officers responded and utilized an agency-issued sound meter to determine that the noise level was in compliance with our City Ordinance; no violation.

Public Recognition: Officer Dylan Coffman was formally recognized as the National Law Enforcement Officers Memorial Funds "Officer of the Month" for November 2023. The award was presented to Officer Coffman at the February 22nd City Commission meeting, with many of his peers in attendance. **Congratulations Dylan, well deserved!**

Monthly Training: Officers continued to work on completing the February 2024 online monthly training through Police Law Institute. This month's topic is; **Autism Spectrum Disorder Awareness.**

Accreditation Training: Sergeant Bingham and our Property & Evidence Custodian, Jamie Z., attended a week-long training course in St. Augustine with regards to Accreditation. The training was provided by the Florida Police Accreditation Coalition, and our goal is to apply for Accreditation this coming summer.



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

Chief's Weekly Report

From: Friday		2/23/2024	To: Thursday		2/29/2024
Calls For Service	66	Felony Arrest	0	Reports Written	18
Self-Initiated	41	Misd. Arrest	3	Comm. Policing	12
Traffic Stops	86	City Ordinance	2	Security Checks	177
				Citations Issued	42
				Warnings (Written/Verbal)	84

Chief's Weekly Summary

Friday: Dayshift Officers conducted briefing training by completing a lesson in the online "Briefing Room", titled; "Can you detain a witness who didn't commit a crime? The lesson covered the reasonableness of the detention, which "depends on a balance between the public interest and the individual's right to personal security free from arbitrary interference by Law Enforcement Officers."

Friday: 2/23/24 @ 10:08 a.m. / Baker Act / 3100 South Oceanshore Boulevard (Gamble Rodgers State Park): Patrol Officers responded in reference to a report from Park Rangers that a male subject was acting strange at their Beachside pavilion. Upon our Officers arrival, they made contact with the subject in question who requested to be taken to a facility for an evaluation. The subject advised that the medication he's currently prescribed is not working, and that he's been hallucinating. The male was transported to Stewart-Marchman's facility in Bunnell without incident. A Police report was completed.

Friday: Nightshift Officers conducted briefing training by completing a lesson in the online "Briefing Room", titled; "Is it enough to just say you were following your training". Officers watched a video on the topic, they answered questions, then held a discussion afterwards.

Friday: 2/23/24 @ 6:44 p.m. / Crash - No Injury / Moody Boulevard at North Flagler Avenue: Patrol Officers responded to a minor vehicle crash involving two (2) vehicles; with minor property damage and no injuries reported. The involved vehicles were removed from the scene by their respective Drivers, and a Drivers Exchange of Information form was completed.

Friday: Nightshift Officers conducted proactive traffic enforcement at the following location and times; 2200 block of Moody Boulevard, from 8:30 p.m. to 9:30 p.m. Three (3) traffic stops, with three (3) written warnings issued.

Saturday: Dayshift Officers assisted parents and children with crossing SRA1A in the 700 block of North Oceanshore Boulevard at 8:00 a.m. for a beach cleanup organized by the Flagler Beaches Real Estate Company. Chief Doughney attended the weekly "Coffee with a Commissioner" event with Commissioner Spradley (and a handful of citizens) at his Law Office from 9:00 a.m. to 10:00 a.m.

Saturday: 2/24/24 @ 1:59 p.m. / Shoplifting/ 414 Beach Village Drive (Publix): Patrol Officers responded in reference to two (2) children that took submarine sandwiches that were already made, and paid for, from the deli counter. The Publix Manager advised that the total for both subs was under \$25.00 and did not know if General Manager wanted to pursue charges. A case card was left with the Manager. No suspect information at this time. No further action taken.

Saturday: 2/24/24 @ 2:24 p.m. / Crash – No Injuries / 23rd Street North at North Oceanshore Boulevard: A Patrol Officer responded in reference to a crash involving two (2) motor vehicles; with minor property damage and no injuries. The vehicles were removed by their respective Drivers. A Driver's Exchange of Information form was completed.

Saturday: Dayshift Officers conducted proactive traffic enforcement at the following locations and times; 800 block of South Oceanshore Boulevard, from 10:47 a.m. to 11:20 a.m. No violations. One (1) traffic stop was initiated after an alert from a License Plate Reader (LPR), which resulted in the issuance of a State Criminal Traffic citation for Driving While License Suspended.

Saturday: 2/24/24 @ 10:38 p.m. / Domestic Disturbance / 300 Block of North Flagler Avenue: Patrol Officers were dispatched to a residence in reference to an intoxicated father who was upset that his teenage son had changed the temperature inside the residence. There were no threats or physical actions during the argument. The teenage son requested to spend the night with a friend, which his father granted. A Police report was completed and the Department of Children and Families was notified.

Sunday: 2/25/24 @ 2:25 a.m. / Driving Under the Influence - Arrest Driver / 100 Block North Daytona Avenue: While on routine patrol, Officers observed a vehicle running, with its lights on and a male asleep behind the wheel. The male was found to be intoxicated and he was taken into custody without incident. The subject was transported to the Flagler County Inmate Facility. A Police report completed.

Sunday: Dayshift Officers conducted proactive traffic enforcement at the following locations and times; 800 block of North Flagler Avenue, from 8:41 a.m. to 9:01 a.m. One (1) traffic stop, with a written warning issued. 800 block of North Flagler Avenue, from 10:07 a.m. to 10:30 a.m. No violations.

Sunday: 2/25/24 @ 11:45 a.m. / Crash – No Injuries / 1700 Block of Windsong Circle: A Patrol Officer responded in reference to a minor crash involving two (2) motor vehicles; with minor property damage and no injuries. The crash occurred when a van was backing out of a private driveway onto the roadway and subsequently struck a Nissan Sports Utility Vehicle. A State Crash report was completed.

Sunday: 2/25/24 @ 2:28 p.m. / Suspicious Incident / 105 2nd Street South: While on foot patrol, an Officer found an occupied vehicle in the rear parking lot and could smell Cannabis emitting from it. The occupant allowed Officers to search the vehicle, and a small amount of Cannabis was located; along with drug paraphernalia. The items were seized and tagged into Property & Evidence for destruction. A Police report was completed.

Sunday: Nightshift Officers conducted proactive traffic enforcement at the following location and times; 2200 block of Moody Boulevard, from 6:45 p.m. to 8:00 p.m. Four (4) traffic stops, with four (4) written warnings issued.

Monday: 2/26/24 @ 2:01 a.m. / Driving Under the Influence - Arrest / 500 Block of South Oceanshore Boulevard: Patrol Officers conducted a traffic stop on a Chevrolet Tahoe for an equipment violation. The Driver was found to be highly impaired while operating the vehicle. The Driver was taken into custody without incident. While Officers were conducting Standardized Field Sobriety Tests on the Driver, the highly intoxicated passenger continually interrupted Officers and refused to obey lawful commands. While attempting to have the vehicle towed, the passenger refused to exit the vehicle, even after being offered a ride to her hotel; which was nearby. The female passenger was removed from the vehicle and she was also taken into custody without incident. The Driver, and the passenger were both transported to the Flagler County Inmate Facility. A Police report was completed.

Monday: Dayshift Officers conducted briefing training by reading and discussing Department Directive 1230; Personnel Complaints.

Monday: Chief Doughney assisted dayshift Patrol with parking enforcement between 11:30 a.m. to 12:30 p.m. with no violations observed.

Monday: 2/26/24 @ 9:03 a.m. / Crash - No Injury / 2300 North Oceanshore Boulevard: Patrol Officers responded in reference to a report of a minor crash involving two (2) vehicles; with minor property damage and no injuries. Upon arrival, the roadway was cleared, and no injuries were confirmed. The involved vehicles were removed by their respective Drivers. A State Crash report was completed.

Monday: Dayshift Officers conducted proactive traffic enforcement at the following location and times; 800 block of North Flagler Avenue, from 10:20 a.m. to 10:40 a.m. One (1) traffic stop with one (1) written warning issued.

Monday: Nightshift Officers conducted briefing training by reviewing and discussing **Florida Statute Section 316.183**, specifically focusing on subsection (5), which addresses driving at speeds that could impede the normal and reasonable movement of traffic. This Statute mandates that no person shall drive a motor vehicle at such a slow speed as to impede or block the normal and reasonable movement of traffic, except when reduced speed is necessary for safe operation or in compliance with law.

Monday: Nightshift Officers conducted an inspection of streetlights on the SR100/Moody Bridge, identifying two (2) non-functional lights with identification numbers "B-2-47" and "B-1-32." Officers reported these outages to Florida Power & Light (FPL) using their designated online portal, which resulted in the creation of ticket number 13582 to address the issue. **Good Job!**

Monday: 2/26/24 @ 6:33 p.m. / Baker Act / 10th Street North at North Oceanshore Boulevard: Officers were dispatched in reference to a female who had taken a handful of pills in an attempt to kill herself. Upon our Officers' arrival, the female was in her vehicle and losing consciousness. Rescue 11 transported the female to Advent Health-South, and Officers followed with Baker Act paperwork. Officers also coordinated for Staff from the Flagler County Sheriff's Offices Behavioral Response Unit to make contact with both the female and her husband in order to provide resources. A Police report was completed.

Monday: 2/26/24 @ 7:02 p.m. / Crash - With Injuries / 2200 Block of Moody Boulevard: Officers were dispatched to a single-vehicle crash involving a deer in the area of Wadsworth Park. The Driver of the vehicle sustained minor injuries, and was treated on scene; the deer was deceased. The vehicle was towed by Roger Towing, and a State Crash report was completed. Our City Sanitation Team was contacted in reference to the deceased deer.

Tuesday: Chief Doughney attended the quarterly Flagler Beach Business Bureau (FB3) meeting at the Senior Center from 9:00 a.m. to 10:00 a.m. Chief Doughney also assisted dayshift Patrol with parking enforcement from 12:00 p.m. to 1:00 p.m., issuing one (1) City parking citation for a vehicle parked the wrong direction. Officer Guerrero shadowed Detective Vinci as she obtained a search warrant for the cell phone of the suspect involved in last week's stolen trailer. The entire search warrant process from completing the affidavit, to a review by the State Attorney's Office, questioning by the signing Judge and the delivery of the warrant and the suspects phone to the Flagler County Sheriff's Office was completed. **Great mentoring!**

Tuesday: 2/27/24 @ 9:46 a.m. / Traffic Stop / 900 Block of North Oceanshore Boulevard: A Patrol Officer observed a truck and trailer northbound on North Oceanshore Boulevard, with no tag on the trailer. Officers conducted a traffic stop, and the investigation resulted in the issuance of three (2) State Traffic citations to the Driver, along with the seizure of his Driver's License. The vehicles passenger had a valid Driver's License and was able to take possession of the truck.

Tuesday: 2/27/24 @ 10:25 a.m. / Marchman Act / 1204 South Oceanshore Boulevard (A1A Motel): Officers were dispatched in reference to an intoxicated female causing issues on the property. Contact was made with reporting party, who wanted the female to be trespass. The female was highly intoxicated and she was unable to care for herself. The female was taken into protective custody under the Marchman Act, and she was transported, without incident, to a facility for treatment. A Police report was completed.

Tuesday: 2/27/24 @ 10:26 p.m. / Road Obstruction / 200 Block of South Flagler Avenue: A Patrol Officer noticed an SUV parked in the roadway, with its hazard lights on, and an elderly woman on the ground next to the vehicle. The woman had driven over a bowling ball that was in the roadway, which had subsequently become wedged beneath her vehicle. Officers were able to crawl beneath the vehicle and remove the bowling ball from the vehicle's undercarriage. Officers disposed of the bowling ball, although they were unable to determine how or why it had ended up in the roadway. **Good Job!**

Wednesday: Chief Doughney participated in Wellness Walk Wednesday, from 8:00 a.m. to 8:50 a.m. Chief Doughney also assisted dayshift Patrol with parking enforcement from 12:00 p.m. to 1:00 p.m., issuing four (4) City parking citations; all to vehicles parked the wrong direction.

Wednesday: Nightshift Officers conducted briefing training by completing a course in the online "Briefing Room", titled; "Distance training for the use of electronic controlled weapons". Officers watched a video on the topic and held a discussion afterwards.

Wednesday: Nightshift Officers conducted Operation "Boardwalk". Officers conducted foot patrol on the Boardwalk throughout the shift looking for City Ordinance violations and/or criminal activity. No issues were observed.

Wednesday: 2/28/24 @ 8:45 p.m. / Larceny Shoplifter / 220 Moody Boulevard (Giovanni's Pizza): Officers were dispatched to the business in reference to a male subject that removed approximately \$40.00 from the tip jar. Management was unable to determine what they wanted to do and requested that Officers return on 2/29/24 @ 8:00 p.m. A follow-up was conducted and the results are included later in this report.

Wednesday: 2/28/24 @ 9:17 p.m. / Structure Fire / 101 North Oceanshore Boulevard (Finn's): Patrol Officers were dispatched to the business to assist Station 11 with a grease fire in the kitchen. Upon our Officers arrival the fire had already been extinguished. There was no damage to the business and no further Police involvement.

Wednesday: Nightshift Officers conducted proactive traffic enforcement at the following location and times; 2200 block of Moody Boulevard, from 6:15 p.m. to 7:00 p.m. Two (2) traffic stops, with written warnings issued.

Thursday: 2/29/24 @ 12:55 a.m. / Unsecured Building / 2500 Block of South-Central Avenue: While patrolling the neighborhood streets off South Oceanshore Boulevard, a Patrol Officer observed an open garage door at a residence. Officers were able to make contact with the homeowner, and the garage door was subsequently closed. **Good Job!**

Thursday: As members of the Flagler County Sheriff's Office S.W.A.T. Team, Officers Coffman and Sylvester participated with the serving of a high-risk narcotics search warrant in Palm Coast. Chief Doughney attended a meeting at City Hall with representatives the Florida Department of Transportation District Five Office from 11:00 a.m. to 12:30 p.m.

Thursday: 2/29/24 @ 11:23 a.m./ Reckless Driver / 200 Block of John Anderson Highway: A Patrol Officer attempted to stop a vehicle for unlawful speed, and the vehicle fled southbound on John Anderson; despite the Officers' activation of lights and siren. Law Enforcement in Volusia County were advised of our Fleeing and Eluding charges, and an Officer from the Ormond Beach Police Department eventually located the vehicle, unoccupied, at an apartment complex in Ormond Beach. Ormond Beach Police seized the vehicle and will be applying for a search warrant in order to identify the Driver. Additional follow up is required, and a Police report was completed.

Thursday: 2/29/24 @ 5:03 p.m. / Reckless Driver / Moody Boulevard at Colbert Lane: Officers were dispatched to this area in reference to four (4) motorcycles driving recklessly, weaving through traffic, brake-checking, and antagonizing other motorists. Officers located the motorcycles traveling eastbound over the SR100 Bridge at a high rate of speed. Officers observed erratic, aggressive driving and attempted to stop the motorcycles at South Daytona Avenue. Continued on next page...

Continued: Three (3) of motorcycles stopped, and the Operators were issued State Traffic citations for Careless Driving. The fourth motorcycle fled westbound at a high rate of speed. The male operator was unable to be identified other than a first name of "Dalton." Additional follow up required.

Thursday: 2/29/24 @ 5:59 p.m. / Crash - No Injury / 900 Block of South Oceanshore Boulevard: Officers were dispatched in reference to a single-vehicle crash; with no injuries. The investigation determined that a motorcyclist had lost traction on loose sand and dropped his bike. The Operator was not injured, and his motorcycle did not incur any damage. No Law Enforcement assistance required.

Thursday: 2/29/24 @ 6:08 p.m. / Crash - No Injury / 100 Block of 5th Street North: Officers were dispatched to a crash involving two (2) vehicles; with minor property damage and no injuries reported. The involved vehicles were removed from the scene by their respective Drivers. A Drivers Exchange of Information form was completed.

Thursday: 2/29/24 @ 8:38 p.m. / Larceny Shoplifter Follow-up / 220 Moody Boulevard (Giovanni's Pizza): Officers followed up with Management from the business, who advised that the suspect had come in earlier in the day and returned the money that he had taken. The subject also apologized for what he did, and the case is hereby closed. No further action required. **Good follow up!**

Thursday: Nightshift Officers conducted proactive traffic enforcement at the following location and times;
2200 block of Moody Boulevard, from 9:30 p.m. to 10:00 p.m. One (1) traffic stop, with one (1) State Traffic citation issued.

Public Recognition: At the March 14th City Commission meeting, Officer Guerrero and Detective Vinci will be formally recognized with a commendation from the Chief of Police for their hard work and tenacity in reference to a grand theft case from earlier this month, that resulted in the arrest of the suspect and the recovery of a stolen trailer.

Monthly Training: Officers completed the February 2024 online monthly training through Police Law Institute. This month's topic is; **Autism Spectrum Disorder Awareness.**



FLAGLER BEACH POLICE DEPARTMENT
 Matthew P. Doughney, Chief of Police
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Chief's Weekly Report

From: Friday		3/1/2024	To: Thursday		3/7/2024
Calls For Service	66	Felony Arrest	1	Reports Written	10
Self-Initiated	52	Misd. Arrest	0	Comm. Policing	18
Traffic Stops	71	City Ordinance	3	Security Checks	176
				Citations Issued	33
				Warnings (Written/Verbal)	99

Chief's Weekly Summary

Friday: Dayshift Officers conducted briefing training by reviewing and discussing **Department Directive 336 – Vehicle Towing.**

Friday: 3/1/24 @ 2:07 p.m. / Suspicious Package / Moody Boulevard and North Flagler Avenue: Officers responded in reference to a cardboard box located on the corner. The box had a local address on the label, and it was from a pet company. The box did not look suspicious and was opened. The contents were pet supplies, and the responding Officer delivered the package to the listed address. No further action required.

Friday: Dayshift Officers conducted proactive traffic enforcement at the following locations and times;
 800 block of North Flagler Avenue, from 10:24 a.m. to 11:40 a.m. Three (3) traffic stops, with three (3) written warnings issued.
 2100 block of Moody Boulevard, from 3:44 p.m. to 4:31 p.m. Two (2) traffic stops, with one (1) verbal warning and one (1) written warning.
 400 block of John Anderson Highway, from 4:15 p.m. to 4:45 p.m. No violations.

Friday: Chief Doughney assisted Patrol with parking enforcement in the afternoon, issuing three (3) City parking citations to vehicles parked the wrong direction.

Friday: Nightshift Officers conducted briefing training by completing the Stormwater Pollution Prevention Training in PowerDMS. Officers discussed the content, which included an overview of storm water runoff and its impact on pollution, the importance of the Municipal Separate Storm Sewer System (MS4) permit, and strategies for illicit discharge detection and elimination.

Friday: 3/1/24 @ 5:46 p.m. / Welfare Check / 100 Block of Oak Lane: Patrol Officers were dispatched in reference to a welfare check on the reporting party's ex-husband, who failed to pick up their shared children several days ago as planned. **Continued on next page...**

Cont. Officers attempted contact at the residence; and nobody was home. Through investigative means, Officers located a phone number for the ex-husband's sister. Upon contact with the sister, Officers discovered that the ex-husband was out of town for a work commitment that had been extended. All of this information was relayed to the reporting party. **Good Job!**

Friday: Officer Sylvester was assigned to this month's 1st Friday event at Veterans Park from 6:00 p.m. to 9:00 p.m. A contingent of Volunteers from Flagler County Assist were on hand to provide crosswalk assistance for pedestrians at SR100 and SRA1A. There were no problems or issues with this month's event, and April's 1st Friday is set for 4.5.24.

Friday: 3/1/24 @ 6:34 p.m. / Reckless Driver / South Oceanshore Boulevard at South 25th Street: Patrol Officers were dispatched in reference to a rental vehicle traveling northbound on South Oceanshore Boulevard at a low speed, and reportedly unable to maintain a lane. Officers located the vehicle, and conducted a welfare stop after observing an erratic driving pattern. The Driver did not exhibit any indicators of impairment, he was just unfamiliar with the area. No further action taken.

Friday: 3/1/24 @ 7:01 p.m. / Crash - Hit & Run / 608 South Oceanshore Boulevard: Officers were dispatched to the angled parking across from Tortugas in reference to a Hit and Run Crash that had just occurred. Witnesses observed a vehicle strike the victim's parked, unoccupied vehicle, then flee southbound on A1A. Officers were able to retrieve photos of both the vehicle tag and it's Driver, who was known to be intoxicated at Tortugas prior to the Crash. Officers sent Flagler County Deputies to the suspect's residence in an attempt to intercept the Driver, but he did not return. The vehicle's plate was "Hot-Listed" in the License Plate Reader (LPR) system. A State Crash report was completed, and a State Criminal Traffic citation will be sent to the suspect via certified mail.

Friday: 3/1/24 @ 11:07 p.m. / Suspicious Person / 815 Moody Boulevard (Betty Steflik Park): While closing the Park, Officers located a transient male subject setting up camp near the Park restrooms. The male was positively identified and offered a courtesy ride. He declined all offers of assistance and elected to leave on foot. The subject was verbally warned about our City Ordinances that prohibit camping.

Saturday: 3/2/24 @ 8:54 a.m. / Crash - No Injury / 800 block of South Daytona Avenue: Patrol Officers responded in reference to a crash involving two (2) vehicles; with property damage and no injuries. One (1) Driver failed to allow another vehicle to clear the intersection before going, causing the vehicles to crash. One (1) vehicle needed to be towed from the scene, there were no injuries, and a State Crash report was completed.

Saturday: 3/2/24 @ 11:19 a.m. / Violation of Injunction / 700 South Oceanshore Boulevard: The reporting party called to report her former spouse violated the injunction she has with him. The investigating Officer spoke with both parties and received contradicting stories. The Officer needs to complete additional follow-up at the business in reference to surveillance camera video. A Police report was completed.

Saturday: Dayshift Officers conducted proactive traffic enforcement at the following location and times; 3400 block of South Oceanshore Boulevard, from 3:44 p.m. to 4:31 p.m. No violations.

Saturday: Nightshift Officers conducted two (2) traffic stops with regards to License Plate Reader (LPR) alerts, which resulted in the issuance of two (2) State Traffic citations and one (1) written warning. Additionally, a vehicle was issued a \$150 City parking citation for unlawfully parking on the Sea Dunes.

Saturday: 3/2/24 @ 10:50 p.m. / Physical Disturbance / 300 Block of South Anderson Street (Bunnell): Patrol Officers responded to this location in reference to Flagler County Deputies requesting emergency response from all available Law Enforcement units to help control a large group of people actively fighting each other and Deputies. Our Officers assisted with crowd control and scene security for over an hour. **Great teamwork!**

Sunday: 3/3/24 @ 12:51 a.m. / Suspicious Vehicle / 800 South Daytona Avenue (Wickline Center): Officers located an occupied vehicle parked at Wickline after closing. The occupant was positively identified and found to be waiting for a female who had failed to arrive when expected. The occupant was advised to relocate and educated about the Park's hours of operation.

Sunday: 3/3/24 @ 1:20 a.m. / Suspicious Vehicle / Coronado Road at Buena Vista Boulevard: Officers responded as backup for a Flagler County Deputy that was conducting a traffic stop on a suspicious vehicle driving through the new Veranda Bay community off John Anderson. Officers stood by for the Deputies safety and they assisted in identifying all of the vehicle's occupants. **Good Job!**

Sunday: 3/3/24 @ 7:10 a.m. / Violation of Injunction (Follow Up) / 700 South Oceanshore Boulevard: The investigating Officer responded to the business in reference to reviewing any video surveillance footage captured. Contact was made with the owner, who advised the he just realized his camera was not recording. Based on current information gathered, a charging affidavit was completed and has been forwarded to the State Attorney's Office for review.

Sunday: Dayshift Officers conducted proactive traffic enforcement at the following locations and times;
3100 block of South Oceanshore Boulevard, from 10:17 a.m. to 10:52 a.m. No violations.
300 block of South Flagler Avenue, from 1:30 p.m. to 2:35 p.m. Three (3) traffic stops, with three (3) written warnings issued.
1200 block of South Oceanshore Boulevard, from 3:41 a.m. to 4:08 a.m. No violations.

Sunday: 3/3/24 @ 9:26 p.m. / Disabled Vehicle / 100 Block of South Daytona Avenue: Officers observed a motorcycle operator whose bike had broken down on Moody Boulevard. Officers assisted the operator in moving his vehicle off the roadway.

Sunday: Nightshift Officers conducted three (3) traffic stop related to alerts from License Plate Readers (LPR's), which resulted in the issuance of two (2) State Traffic citations and one (1) written warning.

Monday: Chief Doughney assisted dayshift Patrol with parking enforcement, with no violations observed.

Monday: 3/4/24 @ 9:43 a.m. / Traffic Stop - Arrest / 300 Block of 5th Street South: A Patrol Officer received an alert for a License Plate Reader (LPR) in reference to a vehicle that had an expired tag. The Officer stopped the SUV, and the investigation revealed that the tag was assigned to a different vehicle, and the Driver is a habitual Traffic Offender (Felony). The tag was seized and placed in to Property & Evidence, and the vehicle was towed. The Driver was arrested, without incident, and he was transported to the Flagler County Inmate Facility. A Police report was completed.

Monday: Nightshift Officers conducted briefing training by completing a course in the online "Briefing Room", titled, "What is the Fourth Amendment?" Officers watched a video on the topic and then answered related questions.

Monday: Nightshift Officers conducted Operation "Be On The Lookout". Officers conducted foot patrol in the core of the City, checking closed businesses for open doors or windows. Officers left several "business check" cards at numerous locations and found two (2) locations with unsecured access doors. **Good Job!**

Monday: 3/4/24 @ 9:57 p.m. / Suspicious Person / 915 North Central Avenue (Santa Maria Del Mar Church): While on a security check at the Church, Officers located a homeless male subject wandering around the property. The male stated he was trying to get back to Daytona Beach, and was given a ride to the McDonalds at SR100 and I-95.

Monday: 3/4/24 @ 10:08 p.m. / Unsecured Building / 915 North Central Avenue (Santa Maria Del Mar Church): While on the above call, Officers located an unsecured door leading into the main Church building. Officers cleared the building and re-secured it without finding anyone inside.

Monday: 3/4/24 @ 11:16 p.m. / Unsecured Building / 406 Beach Village Drive (The Bark Spot): While on a security check of the Publix Plaza, Officers located an unsecured rear door at this location. Officers cleared the building and re-secured it without finding anyone inside.

Monday: Nightshift Officers conducted proactive traffic enforcement at the following locations and times;
1800 block of South Oceanshore Boulevard, from 6:30 p.m. to 7:00 p.m. One (1) traffic stop, with a written warning issued.
2200 block of Moody Boulevard, from 9:30 p.m. to 10:00 p.m. No violations.

Tuesday: 3/5/24 @ 9:45 a.m. / Commercial Hold Up Alarm / 100 Marina Bay Drive: Officers were dispatched in reference to a panic alarm. Officers checked all three (3) levels of the complex and were unable to locate a disturbance or other emergency. Officers called the originating number and found it was associated with a property management company. Officers contacted the company, and were advised only one (1) phone on the property was associated with the company; and said phone was in the pool area. Officers thoroughly canvassed the pool area and nearby restrooms, but were unable to locate anyone in need of emergency services.

Tuesday: 3/5/24 @ 11:46 a.m. / Reckless Driver / 600 Block of Moody Boulevard: Officers were dispatched to the area of the SR100/Moody Bridge in reference to a white transit truck driving recklessly, at a slow speed and failing to maintain a traffic lane. Officers canvassed the area, but were unable to locate the vehicle. The reporting party was anonymous, and did not leave a call-back number.

Tuesday: Chief Doughney and Chief Pace attended a "Zoom" meeting from 2:00 p.m. to 3:00 p.m. with Staff from County IT in re; to vehicle radio updates.

Tuesday: 3/5/24 @ 11:08 p.m. / Suspicious Vehicle / 800 South Daytona Avenue, Wickline Park: Officers located an occupied vehicle in the Park parking lot after closing time. Officers advised the occupants of the Park closing hours and they departed without any issues.

Tuesday: Nightshift Officers conducted proactive traffic enforcement at the following location and times;
1800 block of South Oceanshore Boulevard, 6:30 p.m. to 7:00 p.m. One (1) traffic stop, with a written warning.
2200 Moody Boulevard, 9:45 p.m. to 10:15 p.m. One (1) traffic stop, with a written warning.
500 block of South Oceanshore Boulevard, from 10:45 p.m. to 11:15 p.m. No violations.

Wednesday: 3/6/24 @ 2:12 a.m. / Suspicious Vehicle / 101 North Oceanshore Boulevard (Finn's): Officer located an occupied vehicle found in the parking lot after the bar closed. The male Driver advised that he was waiting for his friend, who works at the business to clean up, so he could give the friend a ride home. No further action required.

Wednesday: Chief Doughney and Chief Pace participated in Wellness Walk Wednesday, from 8:00 a.m. to 8:50 a.m., followed by the Department Head Staff meeting with Mr. Martin at City Hall from 9:00 a.m. to 9:30 a.m.

Wednesday: 3/6/24 @ 2:45 p.m. / Property Found / 204 South Flagler Avenue: A Patrol Officer responded to the Police Department in reference to a cell phone that was found in the City. There was no information on the owner of the phone, and the phone was submitted into Property & Evidence for safekeeping. A Police report was completed.

Wednesday: Chief Doughney assisted Patrol with parking enforcement in the afternoon, issuing two (2) City parking citations; one (1) of which was to a vehicle that was illegally parked on the Sea Dunes in the 1700 block of North Oceanshore Boulevard.

Wednesday: Officer Coffman participated in monthly S.W.A.T. training with the Flagler County Sheriff's Office S.W.A.T. Team.

Wednesday: Nightshift Officers conducted briefing training on **Florida Statute 812.131**, Robbery by Sudden Snatching. An emphasis was placed on the legal definitions and the necessary elements for charging someone with this crime. The discussion covered the importance of understanding that the crime is defined by the intentional and unlawful taking of property directly from the person of the victim against their will, highlighting the significance of the victim's awareness of the act. Officers discussed that the key factor is not the force used or the duration of the deprivation, but the act of taking itself and the immediate impact on the victim.

Wednesday: 3/6/24 @ 6:51 p.m. / Reckless Driver / 100 Block of Roberts Road: Officers were dispatched to this area in reference to a small black Fiat traveling eastbound over the SR100/Moody Bridge and failing to maintain a traffic lane. Officers separately canvassed A1A northbound from SR100 to the north City limits, and southbound to the south City limits. Officers were unable to locate the vehicle.

Wednesday: Nightshift Officers conducted Operation "Commercial Construction Check-In". The operation focused on enhancing security at three (3) specific commercial construction sites: the old Bank of America building, the new Dentist office in Beach Village, and the new Compass hotel. Officers conducted thorough checks on foot to ensure the integrity of physical security measures and to deter potential criminal activities. **Good Job!**

Thursday: 3/7/24 @ 3:46 a.m. / Ordinance Violation / 13th Street North at North Oceanshore Boulevard: Officers located a subject sleeping under the 13th Street North dune walkover. Officers positively identified the subject, issued a warning in reference to unlawful camping, and provided him a courtesy ride north out of the City limits.

Thursday: 3/7/24 @ 11:38 a.m. / Unsecured Building / 2000 Block of Oak Place: Officers responded to a report of doors being open at this location. The responding Officers cleared the building, which is in poor condition, with door knobs falling off. It does not appear that anyone forced the doors open. No further action required.

Thursday: Dayshift Officers conducted proactive traffic enforcement at the following location and times; 800 block of North Flagler Avenue, from 1:45 p.m. to 2:33 p.m. Three (3) traffic stops, with three (3) written warnings issued.

Thursday: Officer Coffman was assigned as our Department's representative in month's **Operation Wreck-Less**. This monthly traffic safety initiative is hosted by the Flagler County Sheriff's Office, and it includes participation from our Department, along with Bunnell Police, and the Florida Highway Patrol. Officers Deputies and Troopers worked State Roadways in the County, and Officer Coffman conducted nine (9) traffic stops, which resulted in the issuance of two (2) State Traffic citation and four (4) written warnings.

Thursday: 3/7/24 @ 11:49 p.m. / 911 Investigation / 100 Block of 5th Street North: Officers responded in reference a "Rapid SOS 911" call, that was geo-located, where an inaudible female voice was heard, but nothing of major concern was heard. Dispatch attempted to call back and it went straight to voicemail. Officers responded to the area and were not able to locate anyone within the vicinity thus they attempted to call the number; which also rang through and went to voicemail. A voicemail was left, and the phone number history did not reveal any incidents of concern.

Thursday: Nightshift Officers conducted proactive traffic enforcement at the following location and times; 2200 block of Moody Boulevard, from 7:57 p.m. to 8:26 p.m. No violations.

Public Recognition: At the March 14th City Commission meeting, Officer Guerrero and Detective Vinci will be formally recognized with a commendation from the Chief of Police for their hard work and tenacity in reference to a grand theft case from earlier this month, that resulted in the arrest of the suspect and the recovery of a stolen trailer.

Monthly Training: Officers continued to work on completing the March 2024 online monthly training though Police Law Institute. This month's topic is; **Pretextual Stops of Pedestrians and Motorists – Supreme Court.**



City of Flagler Beach

Water Treatment Plant



To: Dale Martin, City Manager

From: Jim Ramer, Water Plant Superintendent

Subject: Monthly Report for February 2024

March 1, 2024

In February, we produced 16,854,000 gallons of drinking water. This amount was 255,000 gallons greater than the amount we treated in January. The rainfall for February was 2.75 inches. We used 4,800 Gallons at the plant and used 11,603 Gallons for irrigation. We checked the chlorine residual in Seaside Landings. We used 8,000 gallons. The fire department used 20,000 gallons. Flushed the North End of town due to low chlorine residual. We used 769,300 gallons. We flushed Lakeshore Dr. due to low chlorine residual. We used 6,568 gallons.

We have routine duties that we perform every day on each of our shifts. We collect samples every hour to make sure we keep the chemistry of the drinking water within the parameters for DEP. We regularly perform over 200 tests on the City water and raw water daily between the three shifts. We do routine plant maintenance. We mow the plant grounds. We collect monthly Well samples for statics and drawdowns for St. Johns River Water Management. We keep daily records for our monthly reports that are required to be turned in to the Department of Environmental Protection Agency. We also do quarterly reports for DEP on disinfection byproducts. We have the midnight shift flush the trains with high pH permeate water. We do yearly TTHM and HAA5 tests. We clean both de-gasifiers every two weeks.

DEP requires us to take five bacteriological samples from the distribution system monthly, according to our population. All samples passed on February 13th.

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

We collected our monthly Well samples, drawdowns and statics. We collected Well samples for St Johns River Water Management District.

Ehab is giving our trainees practice test to preparing them for the state exam.

Ehab and I are working with the contractors and our engineers on the raw water line relocation project Grand Landings Phase 5 and the Enclave Development. We are working with the engineers of EMT and Cline Construction on the Raw Water Line relocation project. There is a portion of raw water line that is 10" and we want to change it to 12" like the rest of our raw water line in the wellfield.

We collected our Monthly Bacteriological samples per DEP.

We did our monthly reports for DEP and the City.

We sent our Well monthly consumption to Joe Young of Biological Consulting for our Reporting to St Johns River Water Management District.

We gave a speech and later in the month we gave the Citizens Academy a tour of the plant.

We painted piping around the plant.

We worked on our mobile generator. Fuel problem.

We cleaned behind our fence line.

We purchased new tires for the F-250. We fixed the breaks on the F-150.

We painted the emergence tank filler pipes at the Million Gallon Tank Booster Station and hydrant we use for our auto flusher at the North End of Town.

We collected our monthly meter readings.

March 2024

March 2024							April 2024						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
3	4	5	6	7	8	9	1	2	3	4	5	6	
10	11	12	13	14	15	16	7	8	9	10	11	12	13
17	18	19	20	21	22	23	14	15	16	17	18	19	20
24	25	26	27	28	29	30	21	22	23	24	25	26	27
31							28	29	30				

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Feb 25	26	27	28	29	Mar 1	2
3	4 9:00am Meeting with Dale Martin and Jen Crews re: Street Scan (Commission Room)	5 5:30pm PAR Board	6 9:00am Staff Meeting (Chambers) 11:00am Danella (Commission Room)	7	8	9
10	11 10:00am 10:00am Reserved Katherine Monroy	12	13	14 5:30pm Commission Meeting	15	16
17	18 elections (chamber)	19	20 9:00am Staff Meeting (Chamber)	21	22	23
24	25	26	27 3:00pm Special Magistrate?	28 4:00pm CRA Regular Meeting (Chamber) 5:00pm Sine Die 5:30pm Commission	29	30
31	Apr 1	2	3	4	5	6

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April 2024

April 2024							May 2024						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5	6			1	2	3	4
7	8	9	10	11	12	13		5	6	7	8	9	10
14	15	16	17	18	19	20		12	13	14	15	16	17
21	22	23	24	25	26	27		19	20	21	22	23	24
28	29	30						26	27	28	29	30	31

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Mar 31	Apr 1	2 5:30pm PAR Board	3	4	5	6
7	8	9	10 9:00am Reserved by Hollie Harlan (Commission Room)	11 5:30pm Commission Meeting	12	13
14	15	16	17	18	19	20
21	22	23	24 3:00pm Special Magistrate?	25 5:30pm Commission Meeting	26	27
28	29	30	May 1	2	3	4

May 2024

May 2024							June 2024						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
5	6	7	8	9	10	11	2	3	4	5	6	7	8
12	13	14	15	16	17	18	9	10	11	12	13	14	15
19	20	21	22	23	24	25	16	17	18	19	20	21	22
26	27	28	29	30	31		23	24	25	26	27	28	29
							30						

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Apr 28	29	30	May 1	2	3	4
5	6	7 5:30pm PAR Board	8	9 5:30pm Commission Meeting	10	11
12	13	14	15	16	17	18
19	20	21	22 3:00pm Special Magistrate?	23 5:30pm Commission Meeting	24	25
26	27	28	29	30	31	Jun 1

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