



CITY COMMISSION REGULAR MEETING AGENDA

Thursday, March 28, 2024 at 5:30 PM

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

THE REGULAR MEETING WILL IMMEDIATELY FOLLOW THE WORKSHOP. ALL MEETING ITEMS WILL BE CONTINUED UNTIL MEETING IS COMPLETE.

1. Call the meeting to order
2. Pledge of Allegiance followed by a moment of silence to honor our Veterans, members of the Armed Forces and First Responders
3. Deletions and changes to the agenda
4. 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.

5. Consent Agenda

- a. Approve the Minutes of the March 14, 2024 Workshop and Regular Meetings.

6. General Business

- a. Resolution 2024-24 a resolution by the City of Flagler Beach, Florida, approving Easement Agreements between the City of Flagler Beach and DCB Orchid to construct infrastructure within the City of Flagler Beach and utilize the associated property for the purposes of leasing the infrastructure, providing for conflict and effective date.
- b. Resolution 2024-20, a resolution by the City of Flagler Beach, Florida, authorizing the City Manager to submit an application to the Florida Inland Navigational District for the 2024 Grant Cycle; providing for conflict and effective date.
- c. Resolution 2024-21 a resolution by the City of Flagler Beach, Florida, approving a proposal from McKim & Creed, Inc. for Engineering & Field Assessment Services, Wastewater Collection System Investigation related to Consent Order 23-0409 "In-kind" Project in an amount not to exceed \$50,000, providing for conflict and effective date.
- d. Resolution 2024-22 a resolution by the City of Flagler Beach, Florida approving a Master Service Agreement and Statement of Work for Forerunner Software in an amount not to exceed \$20,500, providing for conflict and effective date.
- e. Resolution 2024-23 a resolution by the City of Flagler Beach, Florida, declaring certain property to be surplus, providing for conflict and effective date.

7. 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 - final reading.

- b. Ordinance 2024-04 an ordinance of the City of Flagler Beach, Florida, relating to impact fees; adopting the Fee Study prepared by Tischler Bise; increasing the amounts to be charged for water and wastewater impact fees; adopting new Police, Fire, Library, and Parks and Recreation Impact Fees; establishing an administrative charge consistent with state law; amending regulations pertaining to the collection, use, and timing of payments of Water, Wastewater, Police, Fire, Library, and Parks and Recreation Impact Fees; providing for notice of increased and new fees; providing for codification; providing for severability and conflicts, and providing an effective date. – first reading.
- c. Ordinance 2024-05 an ordinance by the City of Flagler Beach, Florida, amending Chapter 2, Article IX of the City of Flagler Beach Code of Ordinances relating to purchasing and procurement; addressing suggestions made by the Florida Department of Emergency Management; adding provisions related to procurements regulated by 2CFR, Part 200; providing for severability; providing for codification, conflicts, and effective date - first reading.

8. Staff Reports

- a. City Attorney:
- b. City Manager:
- c. City Clerk:
- d. Department Weekly Reports

9. Commission Comments

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

10. Adjournment

RECORD REQUIRED TO APPEAL: In accordance with Florida Statute 286.0105 if you should decide to appeal any decision the Commission makes about any matter at this meeting, you will need a record of the proceedings. You are responsible for providing this record. You may hire a court reporter to make a verbatim transcript, 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.



STAFF REPORT

Regular City Commission Meeting

March 28, 2024

To: Elected Officials

From: Dale L. Martin, City Manager

Date: March 28, 2024

Item Name: Resolution 2024-24 a resolution by the City of Flagler Beach, Florida, approving Easement Agreements between the City of Flagler Beach and DCB Orchid to construct infrastructure within the City of Flagler Beach and utilize the associated property for the purposes of leasing the infrastructure, providing for conflict and effective date.

Background: City officials were approached by representatives of DCB Orchid to support the development of a state-of-the-art communication system. A summary of the project is attached to this report. Mr. Chris Gatch, Executive Vice President of DCB, will offer a more detailed presentation about the project.

The City Attorney reviewed the proposed easements provided by DCB counsel. The City Attorney may have additional comments.

Fiscal Impact: Although the easements will be granted for \$10.00 (for each easement), DCB will provide additional payment of \$100,000 for each of the first two cables landed in the city for a total of \$200,000. Each payment would be made within (90) days after a customer receives an FCC landing license for a cable terminating in the city.

Staff Recommendation: Staff recommends approval of proposed Resolution 2024-24

Attachments: Project Overview
Proposed Resolution 2024-24

RESOLUTION 2024-24

A RESOLUTION BY THE CITY OF FLAGLER BEACH, FLORIDA, APPROVING EASEMENT AGREEMENTS BETWEEN THE CITY OF FLAGLER BEACH AND DCB ORCHID TO CONSTRUCT INFRASTRUCTURE WITHIN THE CITY OF FLAGLER BEACH AND UTILIZE THE ASSOCIATED PROPERTY FOR THE PURPOSES OF LEASING THE INFRASTRUCTURE, PROVIDING FOR CONFLICT AND EFFECTIVE DATE.

WHEREAS, the City Commission wishes to engage with DCB Orchid to construct state of the art communications infrastructure; and

WHEREAS, the easements are necessary to construct the infrastructure within our municipal limits.

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

SECTION 1. The Flagler Beach City Commission authorizes the Mayor to endorse the easements after review and approval by the City Attorney, which will be attached to the resolution as Exhibit “A”, and will reflect the locations in the material supplied to the Commission while reviewing and approving this resolution.

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:

Patti King, Mayor

Penny Overstreet, City Clerk

Memorandum

To: City of Flagler Beach
Dale Martin, City Manager
D. Andrew “Drew” Smith, III, City Attorney

Date: March 19, 2024

Re: **Project Orchid - Connecting the Palm Coast to the Future of the Internet**

This Memorandum outlines the collaboration between the City of Flagler Beach and DC BLOX to establish a state-of-the-art Communication System (subsea Outfall, Fronthaul, and Cable Landing Station (CLS)) in the Flagler Beach and Palm Coast communities. Project Orchid represents a transformative opportunity to position the area as a key player in the global digital infrastructure landscape.

Highlights

- **Critical Infrastructure:** Subsea fiber optic cables are the backbone of the internet, and Project Orchid will host up to eight of them in Palm Coast, significantly increasing global Internet capacity and reliability on the East Coast.
- **Strategic Location:** Flagler Beach's unique characteristics make it ideal for landing these cables (Outfall), and Palm Coast will be the heart of the operation.
- **Multi-Tenant Data Center:** The CLS will not only serve as a landing site for subsea cables, but also house a secure, open-access data center. This facility will attract various telecommunications companies and internet service providers, fostering a competitive marketplace for high-speed connectivity.
- **Economic Engine:** Project Orchid will be a catalyst for economic growth in Palm Coast. It will create a small number of high-paying jobs, attract new businesses, and help diversify the local economy.
- **Global Connectivity:** New terrestrial fiber routes will connect Palm Coast to key internet hubs like Northern Virginia, Atlanta, and major cloud locations, boosting your community's access to the digital world.
- **Experienced Partner:** DC BLOX has a proven track record of building and operating data centers across the Southeast, including a successful Outfall, Fronthaul, and CLS in Myrtle Beach, South Carolina. They are committed to local engagement and sustainable development.

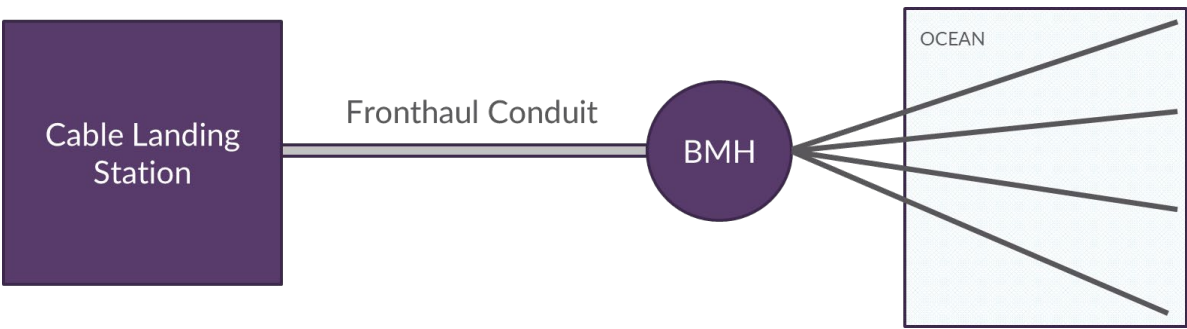
City of Flagler Beach
March 19, 2024
Page 2 of 7

What's in it for Flagler Beach and the Palm Coast area?

- **Enhanced Internet Access:** Residents and businesses will benefit from faster, more reliable internet speeds, improving educational opportunities, business productivity, and quality of life.
- **Technology Hub:** The CLS will attract other technology and communications companies and startups, creating a healthier technology ecosystem.
- **Diversification and Growth:** Project Orchid will attract new talent and investments, diversifying the economy and creating high-quality jobs.
- **Community Development:** DC BLOX is committed to partnering with local schools, businesses, and organizations, ensuring the project benefits everyone in Palm Coast.
- **Financial Benefit:** Direct payments to the City of Flagler Beach for easements will generate additional funds for the City.

Project Overview

Subsea cables connect from the ocean using a horizontal directionally drilled bore pipe that originates from the landing location on the shore and extends under the sea floor approximately 2,000 feet from the shore. Each subsea cable is fed into a bore pipe and routed into a Beach Manhole (BMH) at the Outfall locations. The BMH is a concrete vault that is buried underground like all infrastructure associated with this project.



City of Flagler Beach
March 19, 2024
Page 3 of 7

The cables will come ashore at two separate Outfall sites. The first location is at N 11th Street (Northern Outfall) as displayed below:

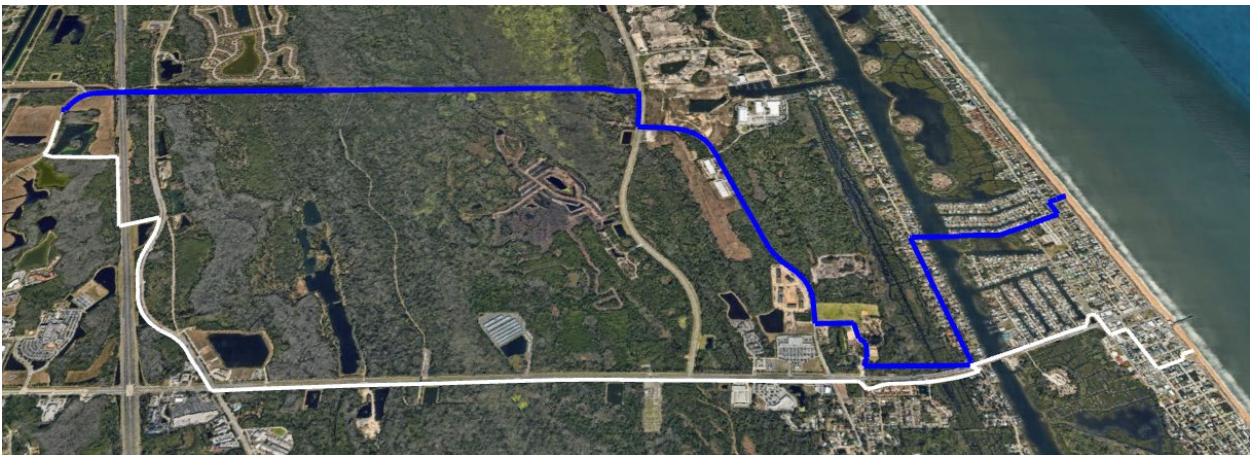


The second location comes ashore between S 5th Street and S 6th Street (Southern Outfall) as displayed below:



City of Flagler Beach
March 19, 2024
Page 4 of 7

The Northern Outfall and Southern Outfall will be connected to the cable landing station in Palm Coast by an underground conduit system from each landing site to the CLS site. The current plan is to construct much of the Fronthaul conduit system within the existing right of way and obtain easements from property owners where there is not available right of way.



What We Need from the City of Flagler Beach

An Easement Agreement with the City will be necessary at the Northern Outfall and Southern Outfall sites for three City owned properties, parcel ID #s 01-12-31-1100-00150-0060, 12-12-31-4500-00730-0340 and 12-12-31-4500-00120-0020. The first parcel is to accommodate the Northern Outfall and the two remaining parcels accommodate the Southern Outfall. DC BLOX will need a permanent cable easement where the cable and infrastructure is constructed outside of the right of way and a temporary construction easement for the parcels for the construction of the cable line and infrastructure. A right of way utilization permit or license for the cable within the right of way is anticipated with the City. That process will need to be identified. Images of the easements needed at the two (2) Outfalls are included at the end of this document. The easements will be conditional on USACE permit approval for our landing location, meaning they will terminate if such permits are not received by a defined date.

Construction Timeframe

It is anticipated that initial construction of the total project would take approximately 9-12 months after permits are received. The two (2) Outfall sites may be constructed at different times depending on outside factors, and the timeframe for each Outfall is 4-6 months during the off-season of November - April. DC BLOX understands that a beach renourishment project is currently scheduled for 2024 through March 2025, and we will not start construction on the Southern Outfall until the beach renourishment project is complete.

After the initial project is complete, there is will smaller construction projects when each new cable is landed to install an Ocean Ground Bed (OGB). The OGB is a small array of underground metal

City of Flagler Beach
March 19, 2024
Page 5 of 7

rods drilled or buried directly in the earth and connected to the subsea cable conduit system. We anticipate locating these OGBs in the parking lot between S. 5th and 6th for the Southern outfall and in the parking lot of the Catholic church for the Northern outfall. The latter shall be secured via a private easement with the church. The OGBs will be installed after each subsea cable is installed which is estimated to take place over a period of 1 to 3 years. The duration of each OGB construction project will be ~ 2-4 weeks.

Moving Forward:

- A draft Easement Agreement is being presented to you with this Memorandum covering our use of the parcels mentioned above. DC BLOX looks forward to working with you and the City Attorney to finalize the details of this easement for ultimate approval by the City Council.
- We also look forward to discussions regarding the ROW permitting process so we can begin to develop the proper documentation to support that request.
- Project Orchid is more than just a data center; it's a gateway to a connected and prosperous future for Palm Coast. By partnering with DC BLOX, the City can unlock its digital potential and secure its place in the digital economy.
- Collaboration is key. This MOU establishes a framework for cooperation between the City and DC BLOX to permits, and easements necessary for the project's success.
- Transparent communication is vital. DC BLOX will keep the City Council and appropriate city staff informed throughout the project, addressing any concerns.

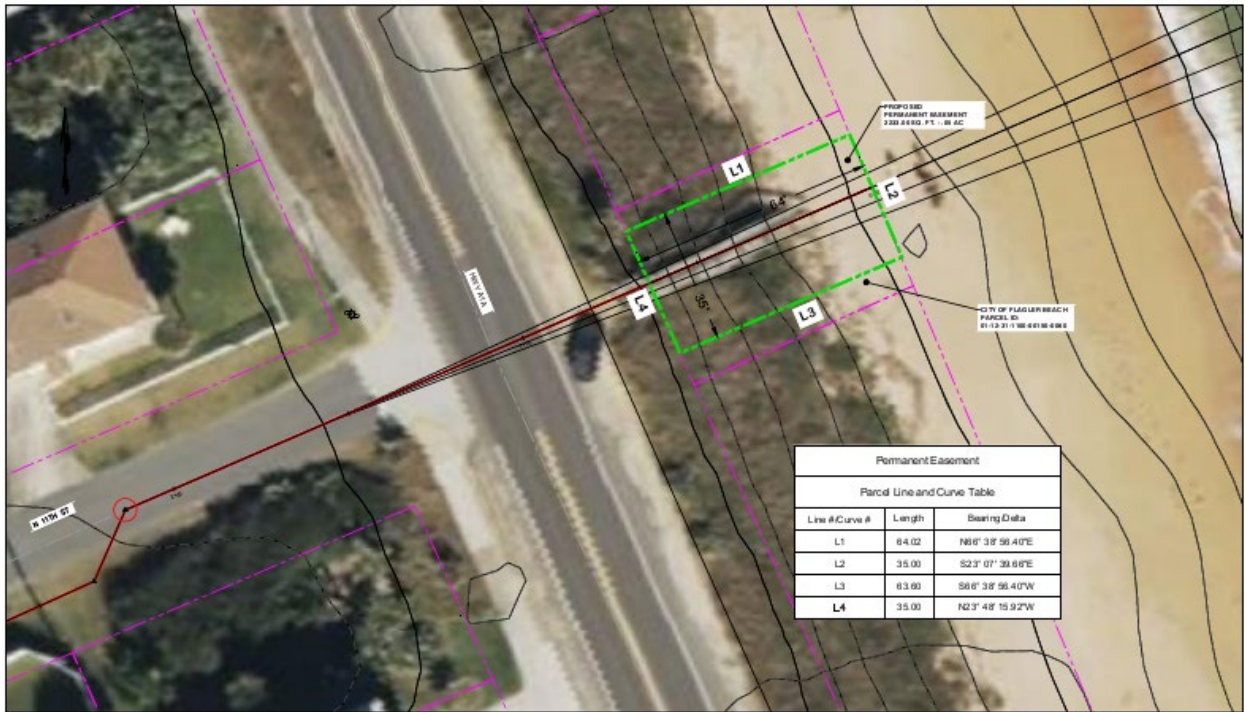
I hope this summary effectively communicates the importance and potential of Project Orchid to your City Commission. Please let me know if you have any further questions.

City of Flagler Beach
March 19, 2024
Page 6 of 7

Southern Outfall Easement Area



Northern Outfall Easement Area



City of Flagler Beach
March 19, 2024
Page 7 of 7

Southern Outfall Permanent Easement and Temporary Workspace





STAFF REPORT

Regular City Commission Meeting

March 28, 2024

To: Elected Officials

From: Dale L. Martin, City Manager

Date: March 28, 2024

Item Name: Resolution 2024-20 a resolution by the City of Flagler Beach, Florida, authorizing the City Manager to submit an application to the Florida Inland Navigational District for the 2024 Grant Cycle; providing for conflict and effective date.

Background: The Florida Inland Navigation District (FIND) offers competitive funding through its 2024 Waterways Assistance Program. In summary, “Project types eligible for funding include public navigation, public waterway access facilities, waterfront parks, environmental education and boating safety projects directly related to the waterways. Funding is provided at a “50/50” match with local funds.

The City’s proposed project to submit for funding is the improvement of State land located on the western shore of the Atlantic Intracoastal Waterway (AICW) beneath the State Route 100 (Moody Boulevard) bridge. The site is currently heavily overgrown with invasive vegetation (Brazilian pepper trees). The site is frequently used for shore-based fishing. Once appropriately cleared, the visibility and accessibility of the site will be significantly enhanced.

The project seeks funding to clear the site of the invasive vegetation, enhancing the visibility and accessibility of the site. The project also includes the installation of approximately 100’ x 8’ of “paver blocks” to provide off-street parking for approximately four vehicles. Two picnic tables are also proposed for the site.

The proposed project was endorsed by the City’s Ad Hoc Parks Committee and by Flagler County FIND Commissioner Randy Stapleford.

The project will likely be submitted on a conditional basis: it appears that two different State agencies have authority over the subject parcel. The agency of authority must be clarified before the project can be started.

The grant application is due (electronically) to the FIND office by no later than April 1, 2024.

Fiscal Impact: The cost of the project is estimated at \$15,000: commercial clearance of vegetation, paver blocks, and picnic tables. If awarded, the project will be funded through the General Fund, Recreation Department, Line 001.5800.606300 (Improvements).

Staff Recommendation: Staff recommends approval of proposed Resolution 2024-20

Attachments: 2024 Waterways Assistance Program Application (portion), Correspondence, D. Martin to D. English (March 4, 2024; with attachments) Correspondence, D. English to D. Martin (March 15, 2024) Proposed Resolution 2024-20.

RESOLUTION 2024-20

A RESOLUTION BY THE CITY OF FLAGLER BEACH, FLORIDA
AUTHORIZING THE CITY MANAGER TO SUBMIT AN APPLICATION TO
THE FLORIDA INLAND NAVIGATION DISTRICT FOR FUNDING THROUGH
THE 2024 WATERWAYS ASSISTANCE PROGRAM, PROVIDING FOR
CONFLICT AND EFFECTIVE DATE.

WHEREAS, the Florida Inland Navigation District (FIND) offers competitive funding through its 2024 Waterways Assistance Program; and

WHEREAS, the City wishes to enhance the visibility and accessibility of the Atlantic Intracoastal Waterway to benefit the residents of and visitors to Flagler Beach; and

WHEREAS, the proposed project has been endorsed by the City’s Ad Hoc Parks Committee and, as required, Flagler County FIND Commissioner Randy Stapleford; and

WHEREAS, the City will work with State agencies to clarify the disposition of the proposed project site prior to commencing the project;

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

SECTION 1. The City Commission authorizes the City Manager to submit an application for the Flagler Beach Intracoastal Access/Overwatch to the 2024 Florida Inland Navigation District Waterways Assistance Program.

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:

Patti King, Mayor

Penny Overstreet, City Clerk

ATTACHMENT E-2

APPLICANT INFORMATION & PROJECT SUMMARY

WATERWAY ASSISTANCE PROGRAM FY 2024

APPLICANT INFORMATION			
Applicant:			
Department:			
Project Title:			
Project Director:		Title:	
Project Liaison: <i>(if different from Director)</i>		Title:	
Mailing Address:			
City:		Zip Code:	
Email Address:		Phone #:	
Project Address:			

*** I hereby certify that the information provided in this application is true and accurate. ***

SIGNATURE: _____ DATE: _____

PROJECT NARRATIVE (Please summarize the project in space provided below in 2 paragraphs or less.)

PROJECT INFORMATION

WATERWAY ASSISTANCE PROGRAM FY 2024

Applicant:	Project Title:	
Total Project Cost: \$	FIND Funding Requested: \$	% of Total Cost:
Amount of Applicant's Matching Funds:		
Source of Applicant's Matching Funds:		

1. Ownership of Project Site (check one): Own: ☐ Leased: ☐ Other: ☐

2. If leased or other, please describe lease or terms and conditions:

3. Has the District previously provided assistance funding to this project or site? Yes: ☐ No: ☐

4. If yes, please list:

5. What is the current level of public access in terms of the number of boat ramps, boat slips and trailer parking spaces, linear feet of boardwalk (etc.)? (as applicable):

6. How many additional ramps, slips, parking spaces or other access features will be added by this project?

7. Are fees charged for the use of this project? No ☐ Yes ☐ **

**If yes, please attach additional documentation of fees and how they compare with fees from similar public & private facilities in the area.

Please list all Environmental Resource Permits required for this project:

AGENCY	Yes / No / N/A	Date Applied For	Date Received
WMD			
DEP			
ACOE			

ATTACHMENT E-4

EVALUATION WORKSHEET

WATERWAY ASSISTANCE PROGRAM FY 2024

DIRECTIONS:
All applicants will complete questions 1 through 6, and then based on the type of project, complete one and only one subsection (E-4A, B, C, D or E) for questions 7-10.

*****Please keep your answers brief and do not change the pagination of Attachment E-4*****

All other sub-attachments that are not applicable to an applicant's project should not be included in the submitted application.

Project Title:	
Applicant:	

- 1) PRIORITY LIST:**
- a) **Denote the priority list category of this project from Attachment C in the application.**
(The application may only be of **one** type based upon the predominant cost of the project elements.)
- b) **Explain how the project fits this priority category.**

(For reviewer only)
Max. Available Score for application _____

Question 1. Range of Score (1 to _____ points)

2) WATERWAY RELATIONSHIP:

- a) Explain how the project relates to the ICW and the mission of the Navigation District.

- b) What public access or navigational benefit to the ICW or adjoining waterway will result from this project?

(For reviewer only)
(1-6 points)

3) PUBLIC USAGE & BENEFITS:

- a) Describe how the project increases/improves boater/public access.
Estimate the amount of total public use.

- b) Discuss the regional and local public benefits provided by the project.
Can residents from other counties of the District reasonably access and use the project? Explain.

- c) Has the local Sponsor implemented or plans to implement any boating access, speed zone, commercial access or other restrictive use of this site?

(For reviewer only)
(1-8 points)

4) TIMELINESS:

- a) Describe current status of the project and present a reasonable and effective timeline for the completion of the project consistent with Attachment E-6.

- b) Briefly explain any unique aspects of this project that could influence the timeline.

(For reviewer only)
(1-3 points)

5) COSTS & EFFICIENCY:

- a) List funding sources and the status and amount of the corresponding funding that will be utilized to complete this project including any cash match or matching grant funds.

- b) Identify and describe any project costs that may be increased because of the materials utilized or specific site conditions.

- c) Are there any fees associated with the use of this facility? If so, please list or attach fee sheet.

- d) If there are any fees, please explain where these fees go and what they are used for. In addition, please provide a listing of the fees charged by similar facilities, public and private, in the project area.

(For reviewer only)
(1-6 points)

6) PROJECT VIABILITY:

a) Why is the project necessary and what need will it fill? Why are existing facilities insufficient to meet demand?

b) Clearly demonstrate how the project will continue to be maintained and funded after funding is completed.

c) Is this project referenced or incorporated in an existing maritime management, public assess or comp plan?

(For reviewer only)
(1-7 points)

SUB-TOTAL _____

ATTACHMENT E-4A
EVALUATION WORKSHEET
DEVELOPMENT & CONSTRUCTION PROJECTS

WATERWAY ASSISTANCE PROGRAM FY 2024

THIS ATTACHMENT IS TO BE COMPLETED IF YOUR PROJECT IS A DEVELOPMENT OR CONSTRUCTION PROJECT BUT **IS NOT** AN INLET MANAGEMENT OR BEACH RENOURISHMENT PROJECT.

7) PERMITTING:

- a) Have all required environmental permits been applied for? (USACE, DEP and WMD)
If permits are NOT required, explain why not.

- b) If the project is a Phase I project, please provide a general cost estimate for the future Phase II work.

- c) Detail any significant impediments that may have been identified that would potentially delay the timely issuance of the required permits.

(For reviewer only)
(1-4 points)

8) PROJECT DESIGN:

- a) Has the design work been completed?
If this is a Phase I project, has a preliminary design been developed?
- b) Are there unique beneficial aspects to the proposed design that enhance public usage or access, minimize environmental impacts, improve water quality or reduce costs?

(For reviewer only)
(1-2 points)

9) CONSTRUCTION TECHNIQUES:

- a) Briefly explain the construction techniques and materials to be utilized for this project. Identify any unique construction materials that may significantly alter the project costs. If a Phase 1, elaborate on potential techniques.

- b) What is the design life of the proposed materials compared to other available materials?

(For reviewer only)
(1-3 points)

10) ENVIRONMENTAL COMPONENTS:

a) How has the facility where the project is located demonstrated commitment to environmental compliance, sustainability, and stewardship?

b) What considerations, if any, have been made for sea level rise impacts in the design and life span of this project?

(For reviewer only)
(1-3 points)

RATING POINT TOTAL _____

Note:

The total maximum score possible is dependent upon the project priority category but cannot exceed 50 points unless the project qualifies as an emergency-related project. The minimum score possible is 10 points. A score of 35 points or more is required to be considered for funding.

Form No. 91-25A

Rule 66B-2.005 (Effective Date: 3-21-01, revised 4-24-06, 1-27-14)

Dale Martin

From: Dale Martin
Sent: Monday, March 4, 2024 3:32 PM
To: English, Dana
Cc: Randy Stapleford
Subject: RE: Flagler Beach SR100 Bridge
Attachments: Attachments.pdf

Good afternoon, Ms. English:

Please find attached a series of documents to provide an overview of the City's desired beautification/recreation effort as discussed previously.

The attachments are labelled in the upper righthand corner for reference.

- A- A plat of the area, including what is labelled as the right-of-way for "SRD Route #11" (what is now SR100). The highlighted portion illustrates the under-bridge parcel abutting the Atlantic Intracoastal Waterway (AICW).
- B- The site as viewed when approached from the west along Palm Drive (the only access to this site).
- C- The parcel (on the right) as seen looking north on Lambert Avenue from Palm Drive.
- D- The parcel (on the left) as seen looking south on Lambert Avenue.
- E- The parcel's south boundary viewed from the west.
- F- An "internal" photo of the site.
- G- The parcel's north boundary viewed from the west.
- H- An internal view of the parcel looking north along the AICW.
- I- An internal view of the parcel looking south along the AICW.
- J- An eastward view from the parcel directly across the AICW.
- K- A westward view of the parcel from directly across the AICW.
- L- An example of the facilities desired to be placed on the subject parcel (these facilities are located on the eastern side of the AICW directly across from the subject parcel).

Not illustrated but desired is the placement of "paver blocks" at the edge of the road to support two or three parallel parking spaces for the site. These paver blocks would protect the edge of pavement from deterioration due to vehicle traffic parking on-site.

As previously indicated, I am currently seeking a proposal from a professional landscaper to clear the parcel if permission/authority is granted. It is the intent of the City to financially support this project with not only assistance from the Florida Inland Navigation District, but with additional funding support from a private entity desiring to support City beautification efforts.

I hope that this information offers sufficient conceptual support for FDOT consideration. If you desire additional information, please contact me.

Mr. Dale L. Martin
 City Manager
 City of Flagler Beach
 PO Box 70
 Flagler Beach, FL 32136
 (386) 517-2000 ext. 222
dmartin@cityofflaglerbeach.com



Florida has a very broad Public Records Law. Virtually all written communications to or from State and Local Officials and employees are public records available to the public and media upon request. The City of Flagler Beach's policy does not differentiate between personal and business emails. This means email messages, including your e-mail address and any attachments and information we receive online might be disclosed to any person or media making a public records request. E-mail sent on the City system will be considered public and will only be withheld from disclosure if deemed confidential or exempt pursuant to State Law. If you are an individual whose identifying information is exempt under 119.071, Florida Statutes, please so indicate in your email or other communication. If you have any questions about the Florida public records law refer to Chapter 119 Florida Statutes.

Website: [www.cityofflaglerbeach.com] www.cityofflaglerbeach.com

From: English, Dana <Dana.English@dot.state.fl.us>
Sent: Friday, March 1, 2024 3:32 PM
To: Dale Martin <dmartin@cityofflaglerbeach.com>
Subject: RE: Flagler Beach SR100 Bridge

You don't often get email from dana.english@dot.state.fl.us. [Learn why this is important](#)

All of this would be helpful to assist in the review during circulation, but I will get this going on Monday, in the meantime, with your explanation below. That will be a good start. Send me what you can, and I will attempt to give everyone a 2-week deadline for review.

I'm glad to hear your request has been handled appropriately. I appreciate your compliments and look forward to working with you as well!

Have a great weekend.

Dana English
 District Property Management Administrator
 Florida Department of Transportation - District 5
 719 S. Woodland Blvd. - MS 551
 DeLand, FL 32720
 Direct (386) 943-5030
 Mobile (386) 279-9053
 ✉ Email: Dana.English@dot.state.fl.us



From: Dale Martin <dmartin@cityofflaglerbeach.com>
Sent: Friday, March 1, 2024 1:22 PM
To: English, Dana <Dana.English@dot.state.fl.us>
Subject: RE: Flagler Beach SR100 Bridge

Good afternoon, Ms. English:

Thank you for your prompt response. Please circulate the request in accordance with the appropriate FDOT procedures.

The fact that something similar may have been coordinated with Port Orange can at least provide me the proceed (on a conditional basis) with the application.

In all honesty, the “concept” is really simply to clear the land and perhaps put a picnic table/bench or two on site and perhaps place pervious paver blocks for two parallel parking spaces along the edge of the existing pavement. The style of paver block would be identical to the paver blocks used throughout the City to denote public parking. I will at least see if I can provide to you a survey or similar document to more specifically identify the property and its boundaries.

I may also be able to provide an estimate to have the invasive species removed by a professional landscape contractor (which I would need to include with my FIND grant application).

Again, thank you. I have been very impressed by the responsiveness and professionalism of FDOT District 5 officials and look forward to building the relationship between Flagler Beach and FDOT.

Mr. Dale L. Martin

City Manager

City of Flagler Beach

PO Box 70

Flagler Beach, FL 32136

(386) 517-2000 ext. 222

dmartin@cityofflaglerbeach.com



Florida has a very broad Public Records Law. Virtually all written communications to or from State and Local Officials and employees are public records available to the public and media upon request. The City of Flagler Beach's policy does not differentiate between personal and business emails. This means email messages, including your e-mail address and any attachments and information we receive online might be disclosed to any person or media making a public records request. E-mail sent on the City system will be considered public and will only be withheld from disclosure if deemed confidential or exempt pursuant to State Law. If you are an individual whose identifying information is exempt under 119.071, Florida Statutes, please so indicate in your email or other communication. If you have any questions about the Florida public records law refer to Chapter 119 Florida Statutes.

Website: [www.cityofflaglerbeach.com]www.cityofflaglerbeach.com

From: English, Dana <Dana.English@dot.state.fl.us>

Sent: Friday, March 1, 2024 11:18 AM

To: Dale Martin <dmartin@cityofflaglerbeach.com>

Subject: FW: Flagler Beach SR100 Bridge

You don't often get email from dana.english@dot.state.fl.us. [Learn why this is important](#)

Good morning, Mr. Martin:

I have received the below inquiry for handling. This request sounds similar to an area under the Port Orange Dunlawton bridge that we have a public purpose lease agreement in place with the City of Port Orange for. I would need to circulate this request to the multiple disciplines within FDOT to be able to provide you with preliminary consent. This process takes 2-3 weeks to complete. I know that does not offer you a lot of time between completing our circulation and your March 28 meeting, but I will do my best to expedite the review process.

Do you have any concept plans on paper yet that you may be able to share, subject to change, of course?

Dana English

District Property Management Administrator
 Florida Department of Transportation - District 5
 719 S. Woodland Blvd. - MS 551
 DeLand, FL 32720
 Direct (386) 943-5030
 Mobile (386) 279-9053
 ✉ Email: Dana.English@dot.state.fl.us



From: Dale Martin <>
Sent: Thursday, February 29, 2024 3:07 PM
To: Clifton, Lauren <Lauren.Clifton@dot.state.fl.us>
Cc: Kirts, Scott <Scott.Kirts@dot.state.fl.us>; Randy Stapleford <rstapleford@aicw.org>
Subject: Flagler Beach SR100 Bridge

EXTERNAL SENDER: Use caution with links and attachments.

Good afternoon, Ms. Clifton:

During a meeting today with FDOT District 5 staff, I was directed to reach out to you with a right-of-way issue. To facilitate this discussion, please refer to the attached photograph.

It appears that under the SR 100/Atlantic Intracoastal Waterway (AICW) bridge that the right-of-way for the bridge includes the property beneath the bridge. I am specifically interested in the area highlighted in the photograph. Unlike the parcel on the opposite (eastern) side of the AICW, the highlighted area is significantly overgrown with vegetation, mainly several invasive Brazilian peppertrees. The City seeks FDOT permission to clear that site and “develop” the property as a passive access to the AICW: use for shore fishing, observation, relaxation, all of which are less available for use on the western shore of the AICW (no permanent structures are proposed for this area, although if determined to be popular, a future request may be to request consideration for structures such as a small fishing dock).

With FDOT consent, I would submit an application to the Florida Inland Navigation District (FIND) for a matching grant to undertake the proposed project. I expect the cost of said project would be relatively minimal (\$10,000) and, following the implementation, the City would assume maintenance responsibilities for the area. If you (or the appropriate official) can offer *preliminary* consent, I will prepare a conceptual plan to present to you for formal consideration. The grant application is due to FIND staff no later than April 1. My intention is to present the project to the Flagler Beach City Commission for formal consideration at its Regular Meeting on March 28.

I have also attached two photos to illustrate the perspective of the site from the eastern shore for additional familiarity. The final aerial view illustrates the more extensive availability of waterfront access on the eastern shore (which is owned and managed, in part, by Flagler County).

Thank you for your consideration. I look forward to hearing from you.

Mr. Dale L. Martin
 City Manager

City of Flagler Beach
PO Box 70
Flagler Beach, FL 32136
(386) 517-2000 ext. 222
dmartin@cityofflaglerbeach.com



Florida has a very broad Public Records Law. Virtually all written communications to or from State and Local Officials and employees are public records available to the public and media upon request. The City of Flagler Beach's policy does not differentiate between personal and business emails. This means email messages, including your e-mail address and any attachments and information we receive online might be disclosed to any person or media making a public records request. E-mail sent on the City system will be considered public and will only be withheld from disclosure if deemed confidential or exempt pursuant to State Law. If you are an individual whose identifying information is exempt under 119.071, Florida Statutes, please so indicate in your email or other communication. If you have any questions about the Florida public records law refer to Chapter 119 Florida Statutes.

Website: [www.cityofflaglerbeach.com]www.cityofflaglerbeach.com

Dale Martin

From: English, Dana <Dana.English@dot.state.fl.us>
Sent: Friday, March 15, 2024 11:28 AM
To: Dale Martin
Cc: Randy Stapleford
Subject: RE: Flagler Beach SR100 Bridge
Attachments: 7302-201(PROJ 1178).pdf; 73020-2513.pdf

Good morning, Mr. Martin:

We have run into a hiccup on the lease request for the underneath area of the SR100 bridge. We have found that FDOT owns a portion of the area under the bridge, but that TIIFT also owns some of the area and we only have an easement over their portion. We wouldn't be able to lease TIIFT's ownership area, but we can't determine where that property line is without survey work, but it is believed that the TIIFT property does overlap the area you are asking to lease.

Let me know if you would like to move forward with some survey work to determine exactly where the FDOT property ends and TIIFT property begins. I have attached the maps, but I can also send you the deeds with legal descriptions that I have if you'd like.

Dana English

District Property Management Administrator
 Florida Department of Transportation - District 5
 719 S. Woodland Blvd. - MS 551
 DeLand, FL 32720
 Direct (386) 943-5030
 Mobile (386) 279-9053
 ✉Email: Dana.English@dot.state.fl.us



From: Dale Martin <dmartin@cityofflaglerbeach.com>
Sent: Monday, March 4, 2024 3:32 PM
To: English, Dana <Dana.English@dot.state.fl.us>
Cc: Randy Stapleford <rstapleford@aicw.org>
Subject: RE: Flagler Beach SR100 Bridge

Good afternoon, Ms. English:

Please find attached a series of documents to provide an overview of the City's desired beautification/recreation effort as discussed previously.

The attachments are labelled in the upper righthand corner for reference.

- A- A plat of the area, including what is labelled as the right-of-way for "SRD Route #11" (what is now SR100). The highlighted portion illustrates the under-bridge parcel abutting the Atlantic Intracoastal Waterway (AICW).
- B- The site as viewed when approached from the west along Palm Drive (the only access to this site).

- C- The parcel (on the right) as seen looking north on Lambert Avenue from Palm Drive.
- D- The parcel (on the left) as seen looking south on Lambert Avenue.
- E- The parcel's south boundary viewed from the west.
- F- An "internal" photo of the site.
- G- The parcel's north boundary viewed from the west.
- H- An internal view of the parcel looking north along the AICW.
- I- An internal view of the parcel looking south along the AICW.
- J- An eastward view from the parcel directly across the AICW.
- K- A westward view of the parcel from directly across the AICW.
- L- An example of the facilities desired to be placed on the subject parcel (these facilities are located on the eastern side of the AICW directly across from the subject parcel).

Not illustrated but desired is the placement of "paver blocks" at the edge of the road to support two or three parallel parking spaces for the site. These paver blocks would protect the edge of pavement from deterioration due to vehicle traffic parking on-site.

As previously indicated, I am currently seeking a proposal from a professional landscaper to clear the parcel if permission/authority is granted. It is the intent of the City to financially support this project with not only assistance from the Florida Inland Navigation District, but with additional funding support from a private entity desiring to support City beautification efforts.

I hope that this information offers sufficient conceptual support for FDOT consideration. If you desire additional information, please contact me.

Mr. Dale L. Martin
 City Manager
 City of Flagler Beach
 PO Box 70
 Flagler Beach, FL 32136
 (386) 517-2000 ext. 222
dmartin@cityofflaglerbeach.com



Florida has a very broad Public Records Law. Virtually all written communications to or from State and Local Officials and employees are public records available to the public and media upon request. The City of Flagler Beach's policy does not differentiate between personal and business emails. This means email messages, including your e-mail address and any attachments and information we receive online might be disclosed to any person or media making a public records request. E-mail sent on the City system will be considered public and will only be withheld from disclosure if deemed confidential or exempt pursuant to State Law. If you are an individual whose identifying information is exempt under 119.071, Florida Statutes, please so indicate in your email or other communication. If you have any questions about the Florida public records law refer to Chapter 119 Florida Statutes.

Website: [www.cityofflaglerbeach.com] www.cityofflaglerbeach.com

From: English, Dana <Dana.English@dot.state.fl.us>
Sent: Friday, March 1, 2024 3:32 PM
To: Dale Martin <dmartin@cityofflaglerbeach.com>
Subject: RE: Flagler Beach SR100 Bridge

You don't often get email from dana.english@dot.state.fl.us. [Learn why this is important](#)

All of this would be helpful to assist in the review during circulation, but I will get this going on Monday, in meantime, with your explanation below. That will be a good start. Send me what you can, and I will attempt to give everyone a 2-week deadline for review.

I’m glad to hear your request has been handled appropriately. I appreciate your compliments and look forward to working with you as well!

Have a great weekend.

Dana English
 District Property Management Administrator
 Florida Department of Transportation - District 5
 719 S. Woodland Blvd. - MS 551
 DeLand, FL 32720
 Direct (386) 943-5030
 Mobile (386) 279-9053
 ✉Email: Dana.English@dot.state.fl.us



From: Dale Martin <dmartin@cityofflaglerbeach.com>
Sent: Friday, March 1, 2024 1:22 PM
To: English, Dana <Dana.English@dot.state.fl.us>
Subject: RE: Flagler Beach SR100 Bridge

Good afternoon, Ms. English:

Thank you for your prompt response. Please circulate the request in accordance with the appropriate FDOT procedures.

The fact that something similar may have been coordinated with Port Orange can at least provide me the foundation to proceed (on a conditional basis) with the application.

In all honesty, the “concept” is really simply to clear the land and perhaps put a picnic table/bench or two on site and perhaps place pervious paver blocks for two parallel parking spaces along the edge of the existing pavement. The style of paver block would be identical to the paver blocks used throughout the City to denote public parking. I will at least see if I can provide to you a survey or similar document to more specifically identify the property and its boundaries.

I may also be able to provide an estimate to have the invasive species removed by a professional landscape contractor (which I would need to include with my FIND grant application).

Again, thank you. I have been very impressed by the responsiveness and professionalism of FDOT District 5 officials and look forward to building the relationship between Flagler Beach and FDOT.

Mr. Dale L. Martin
 City Manager
 City of Flagler Beach
 PO Box 70
 Flagler Beach, FL 32136
 (386) 517-2000 ext. 222



Florida has a very broad Public Records Law. Virtually all written communications to or from State and Local Officials and employees are public records available to the public and media upon request. The City of Flagler Beach's policy does not differentiate between personal and business emails. This means email messages, including your e-mail address and any attachments and information we receive online might be disclosed to any person or media making a public records request. E-mail sent on the City system will be considered public and will only be withheld from disclosure if deemed confidential or exempt pursuant to State Law. If you are an individual whose identifying information is exempt under 119.071, Florida Statutes, please so indicate in your email or other communication. If you have any questions about the Florida public records law refer to Chapter 119 Florida Statutes.

Website: [www.cityofflaglerbeach.com]www.cityofflaglerbeach.com

From: English, Dana <Dana.English@dot.state.fl.us>

Sent: Friday, March 1, 2024 11:18 AM

To: Dale Martin <dmartin@cityofflaglerbeach.com>

Subject: FW: Flagler Beach SR100 Bridge

You don't often get email from dana.english@dot.state.fl.us. [Learn why this is important](#)

Good morning, Mr. Martin:

I have received the below inquiry for handling. This request sounds similar to an area under the Port Orange Dunlawton bridge that we have a public purpose lease agreement in place with the City of Port Orange for. I would need to circulate this request to the multiple disciplines within FDOT to be able to provide you with preliminary consent. This process takes 2-3 weeks to complete. I know that does not offer you a lot of time between completing our circulation and your March 28 meeting, but I will do my best to expedite the review process.

Do you have any concept plans on paper yet that you may be able to share, subject to change, of course?

Dana English

District Property Management Administrator

Florida Department of Transportation - District 5

719 S. Woodland Blvd. - MS 551

DeLand, FL 32720

Direct (386) 943-5030

Mobile (386) 279-9053

✉ Email: Dana.English@dot.state.fl.us



From: Dale Martin <>

Sent: Thursday, February 29, 2024 3:07 PM

To: Clifton, Lauren <Lauren.Clifton@dot.state.fl.us>

Cc: Kirts, Scott <Scott.Kirts@dot.state.fl.us>; Randy Stapleford <rstapleford@aicw.org>

Subject: Flagler Beach SR100 Bridge

Good afternoon, Ms. Clifton:

During a meeting today with FDOT District 5 staff, I was directed to reach out to you with a right-of-way issue. To facilitate this discussion, please refer to the attached photograph.

It appears that under the SR 100/Atlantic Intracoastal Waterway (AICW) bridge that the right-of-way for the bridge includes the property beneath the bridge. I am specifically interested in the area highlighted in the photograph. Unlike the parcel on the opposite (eastern) side of the AICW, the highlighted area is significantly overgrown with vegetation, mainly several invasive Brazilian peppertrees. The City seeks FDOT permission to clear that site and “develop” the property as a passive access to the AICW: use for shore fishing, observation, relaxation, all of which are less available for use on the western shore of the AICW (no permanent structures are proposed for this area, although if determined to be popular, a future request may be to request consideration for structures such as a small fishing dock).

With FDOT consent, I would submit an application to the Florida Inland Navigation District (FIND) for a matching grant to undertake the proposed project. I expect the cost of said project would be relatively minimal (\$10,000) and, following the implementation, the City would assume maintenance responsibilities for the area. If you (or the appropriate official) can offer *preliminary* consent, I will prepare a conceptual plan to present to you for formal consideration. The grant application is due to FIND staff no later than April 1. My intention is to present the project to the Flagler Beach City Commission for formal consideration at its Regular Meeting on March 28.

I have also attached two photos to illustrate the perspective of the site from the eastern shore for additional familiarity. The final aerial view illustrates the more extensive availability of waterfront access on the eastern shore (which is owned and managed, in part, by Flagler County).

Thank you for your consideration. I look forward to hearing from you.

Mr. Dale L. Martin

City Manager

City of Flagler Beach

PO Box 70

Flagler Beach, FL 32136

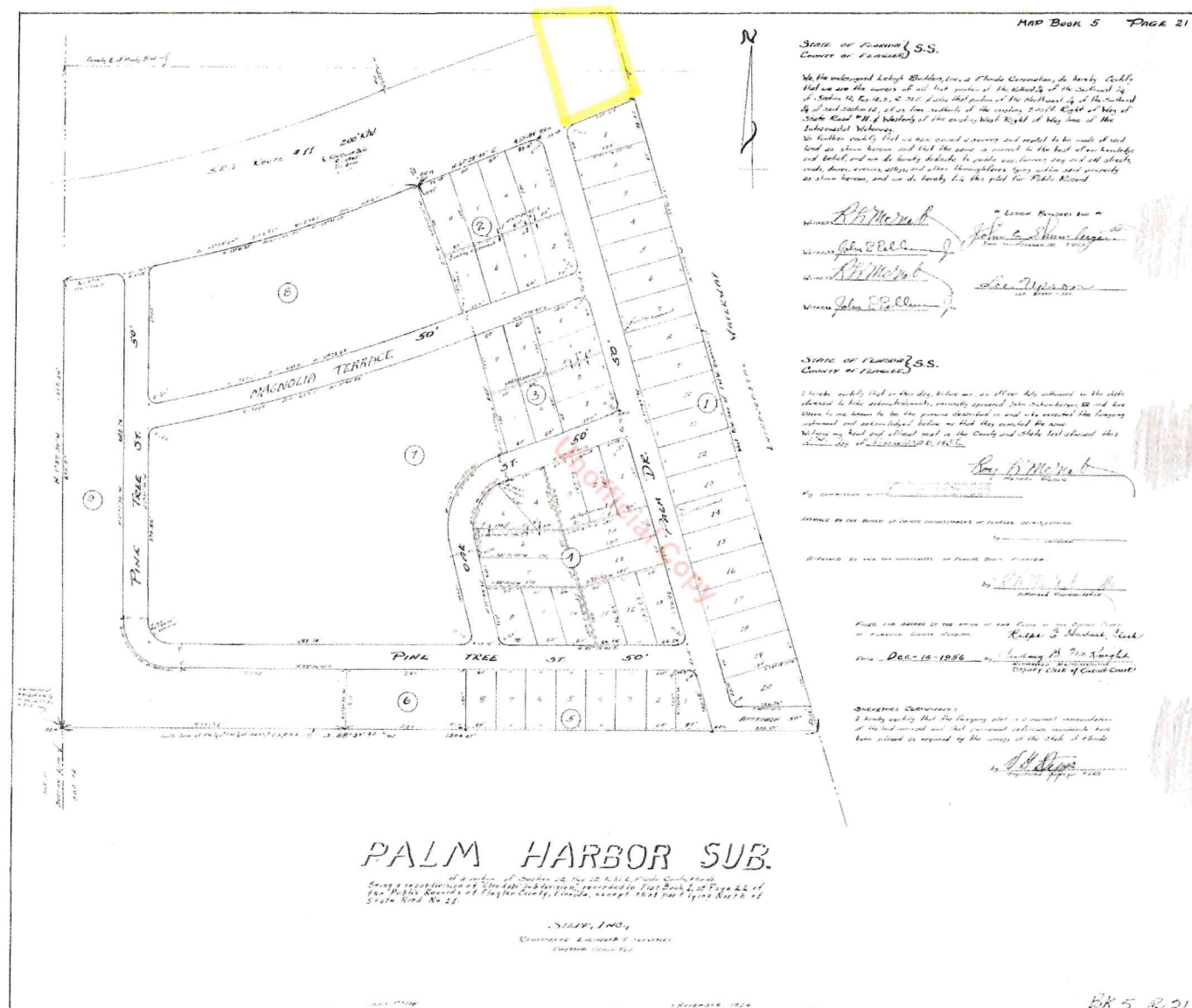
(386) 517-2000 ext. 222

dmartin@cityofflaglerbeach.com



Florida has a very broad Public Records Law. Virtually all written communications to or from State and Local Officials and employees are public records available to the public and media upon request. The City of Flagler Beach's policy does not differentiate between personal and business emails. This means email messages, including your e-mail address and any attachments and information we receive online might be disclosed to any person or media making a public records request. E-mail sent on the City system will be considered public and will only be withheld from disclosure if deemed confidential or exempt pursuant to State Law. If you are an individual whose identifying information is exempt under 119.071, Florida Statutes, please so indicate in your email or other communication. If you have any questions about the Florida public records law refer to Chapter 119 Florida Statutes.

Website: [www.cityofflaglerbeach.com]www.cityofflaglerbeach.com



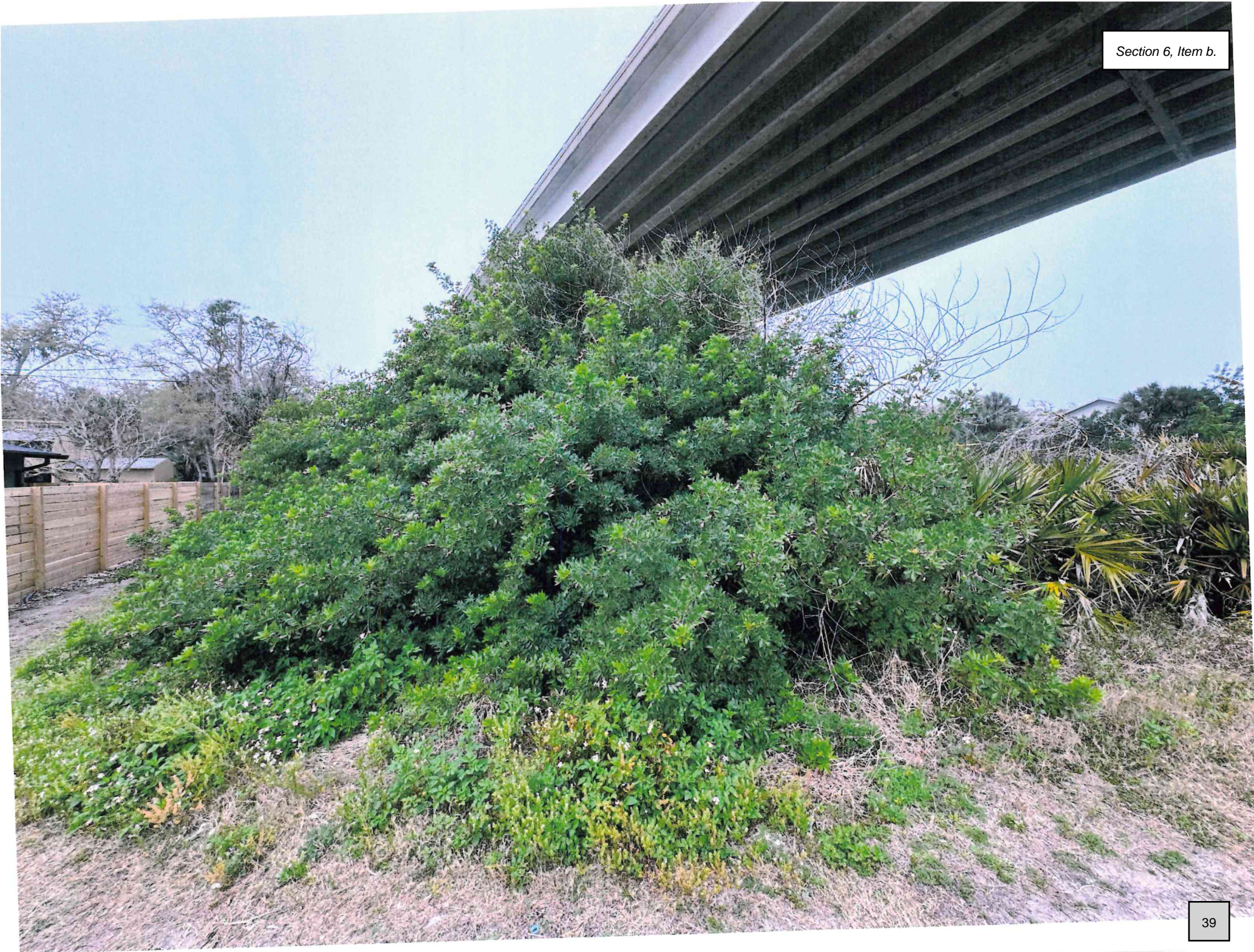






















RESOLUTION 2024-20

A RESOLUTION BY THE CITY OF FLAGLER BEACH, FLORIDA
AUTHORIZING THE CITY MANAGER TO SUBMIT AN APPLICATION TO
THE FLORIDA INLAND NAVIGATION DISTRICT FOR FUNDING THROUGH
THE 2024 WATERWAYS ASSISTANCE PROGRAM, PROVIDING FOR
CONFLICT AND EFFECTIVE DATE.

WHEREAS, the Florida Inland Navigation District (FIND) offers competitive funding through its 2024 Waterways Assistance Program; and

WHEREAS, the City wishes to enhance the visibility and accessibility of the Atlantic Intracoastal Waterway to benefit the residents of and visitors to Flagler Beach; and

WHEREAS, the proposed project has been endorsed by the City’s Ad Hoc Parks Committee and, as required, Flagler County FIND Commissioner Randy Stapleford; and

WHEREAS, the City will work with State agencies to clarify the disposition of the proposed project site prior to commencing the project;

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

SECTION 1. The City Commission authorizes the City Manager to submit an application for the Flagler Beach Intracoastal Access/Overwatch to the 2024 Florida Inland Navigation District Waterways Assistance Program.

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:

Patti King, Mayor

Penny Overstreet, City Clerk



STAFF REPORT

Regular City Commission Meeting

March 28, 2024

To: Elected Officials

From: Dale L. Martin, City Manager

Date: March 28, 2024

Item Name: Resolution 2024-21 a resolution by the City of Flagler Beach, Florida, approving a proposal from McKim & Creed, Inc. for Engineering & Field Assessment Services, Wastewater Collection System Investigation related to Consent Order 23-0409 "In-kind" Project in an amount not to exceed \$50,000, providing for conflict and effective date.

Background: The City of Flagler Beach, to resolve Case Number 23-0409 (Department of Environmental Protection v City of Flagler Beach), agreed to a Consent Order, effective December 22, 2023. Under the provisions of Section 14 of said Consent Order, the City submitted its intent to submit an "In-Kind Penalty Project" (minimum cost: \$25,125) in a timely manner to the Department of Environmental Protection (DEP). DEP staff accepted the City's request to submit such a project, and a proposed project was submitted to DEP staff on February 20, 2024.

The proposed project seeks to validate the City's previous efforts to reduce inflow and infiltration into the City's sanitary sewer system. Inflow and infiltration (commonly referred to as "I & I") is surface and ground water that enters the otherwise "closed" wastewater system. This water is mostly clean and does not require treatment, but because it enters the system, it nonetheless goes through the treatment process, significantly increasing the cost of treating wastewater. The amounts of I & I in the City's system is what, in part, contributed to the issues that resulted in the Consent Order.

The City has completed three phases of "slip lining:" a technique of re-lining the inside of existing pipes. If successfully implemented, the I & I flows should be reduced. If that can be validated, slip lining additional sections of City infrastructure can be planned; if not validated, other options to reduce I & I must be considered. The penalty project proposes to use flow testing to measure the water flows in areas that have been slip lined and compare that flow data to pre-slip lining data.

McKim & Creed staff have prepared the attached proposal for the penalty project. Upon review, DEP staff has accepted the project as an appropriate "In-Kind Penalty Project."

Fiscal Impact: The cost of the penalty project is \$50,000 and will be funded through the Utility Fund, Sewer Collection Department, Line 401.5352.909306 (Reserve for Sewer Infrastructure).

Staff Recommendation: Staff recommends approval of proposed Resolution 2024-21

Attachments: Consent Order 23-0409 (portion)
Correspondence, D. Martin to A. Maturi (January 3, 2024)
Correspondence, D. Martin to A. Maturi (February 19, 2024)
Proposed Resolution 2024-21

RESOLUTION 2024-21

A RESOLUTION BY THE CITY OF FLAGLER BEACH, FLORIDA, APPROVING A PROPOSAL FROM MCKIM & CREED, INC. FOR ENGINEERING & FIELD ASSESSMENT SERVICES, WASTEWATER COLLECTION SYSTEM INVESTIGATION RELATED TO CONSENT ORDER 23-0409 "IN-KIND" PROJECT IN AN AMOUNT NOT TO EXCEED \$50,000, PROVIDING FOR CONFLICT AND EFFECTIVE DATE.

WHEREAS, the City approved a Consent Order 23-0409 between the City and the Florida Department of Environmental Protection (FDEP) on December 14, 2023; and

WHEREAS, the City pursued the option of an in-kind project in lieu of a fine and submitted to FDEP on February 19, 2024 a proposal to evaluate the re-lined wastewater mains and lateral connections and identify future maintenance areas of the system to reduce the inflow and infiltration to the city's wastewater treatment facility; and

WHEREAS, the investigation into the Wastewater Collection System will meet the requirements of the Consent Order and provide valuable information for the development of the New Wastewater Treatment Facility

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

SECTION 1. The proposal dated February 16, 2024 is 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:

Patti King, Mayor

Penny Overstreet, City Clerk



February 16, 2024

240518

Mr. Dale L. Martin
City Manager
City of Flagler Beach
dmartin@cityofflaglerbeach.com

RE: Proposal for Engineering & Field Assessment Services, Wastewater Collection System Investigation (Consent Order 23-0409 "In-kind" Project)

Dear Dale,

McKim & Creed (M&C) is pleased to present this proposal to provide Engineering and Field Assessment Services for Wastewater Flow Monitoring Services within the City of Flagler Beach (City) gravity wastewater collection system.

Purpose

As part of the City's Florida Department of Environmental Protection Consent Order No. 23-0409 (Order), the City has elected to provide an "In-kind" project in-lieu of paying civil penalties as set forth in the Order. The purpose of this project is to provide a capital/facility improvement project that will assist The City in identifying areas within the gravity wastewater collection system where ground water and/or stormwater is entering into the wastewater collection system through sewer mainlines, sewer laterals, or sewer manholes during wet weather events.

This excess water, referred to Inflow and Infiltration (I/I) has a negative impact on the collection system for several reasons including, additional costs to treat groundwater, capacity issues, sewer backup issues, indications that there are structural issues within the collection system, etc. In addition, this project represents a new effort by the City to address the Order and was not previously a part of the City's Capital Improvement Plan (CIP).

Summary of Benefits

The City will be able to take corrective action to address wastewater collection areas identified in this project and have a positive impact on the system overall with the goal being to eliminate sanitary sewer overflows (SSO's). The City will be able to evaluate on-going Renewal and Replacement (R&R) efforts and also identify areas for future R&R efforts within the wastewater collection system.

The project will consist of measuring the wastewater flows at four (4) locations, while measuring rainfall at one location for a period of ninety (90) days. M&C will analyze the flow data at each metered location to determine its dry and we-weather flow components, namely:

- ADF – Average Daily Flow
- ADDF – Average Daily Dry Flow (Typical Dry Day)

- BDDI – Base Daily Dry Infiltration
- WP – Wastewater Production
- RDII – Rain Dependent I&I

Once the flow components are determined, M&C will prioritize the various basins by severity of BDDI and RDII.

We have attached a proposed Scope of Work and Fee for your consideration.

Please call us if you have any questions.

Sincerely,

McKim & Creed, Inc.

Derek Holderman
Wet Weather Program Operations Manager

Attachments

Sincerely,

McKim & Creed, Inc.


Charles Hill, P.E., BCEE
Client Manager



ATTACHMENT A

SCOPE OF SERVICES SUMMARY

Scope of Work

Historical Data Collection

Upon receiving notice-to-proceed (NTP), M&C will obtain available and relevant legacy information that may pertain to the flow metering effort. Information may include previous flow monitoring studies, collection system maps, and pumping station records (if applicable). M&C may review the information to gain a better understanding of historical conditions of the wastewater collection system.

Mapping Preparation

M&C will request the City to provide the most up-to-date GIS and will develop field maps to aid the field crew(s) during the installation and maintenance of the equipment. The maps will identify and quantify the wastewater infrastructure within each metered basin. This information will be used to normalize the I&I flow components by inch-diameter mile (infiltration), and by mile of pipe (inflow).

Equipment Installation, Maintenance, and Removal

M&C will mobilize one time to investigate the selected metering locations. If a selected site is deemed hydraulically suitable for flow metering, the meter will be installed. If the site is not suitable, M&C will notify the City to decide whether to proceed with the installation or install at a different, more suitable location. Rain gauge will be installed at previously selected and agreed upon location, normally on the roof of buildings owned by the City such as a pump station or treatment facility.

Following the installation of the equipment, M&C will mobilize up to two times during the flow monitoring period to perform regular maintenance. During each site visit, flow depth and velocity calibrations will be performed to ensure metering accuracy. Each flow meter/rainfall gauge will be programmed to record instantaneous measurements in fifteen (15) minute intervals. The data will be collected remotely and reviewed daily using M&C's Telog Unity system. The collected data will be available to the City upon request.

At the conclusion of the flow-monitoring period, M&C will mobilize for the last time to remove the equipment and perform one additional set of depth and velocity calibrations.

Technical Memorandum

M&C will submit a Technical Memorandum (TM) within thirty (30) days from the time the equipment is removed. The TM will detail the results of the flow monitoring study for each metered basin. The flow data will be provided in tabular and graphical form (hydrographs). For each metered basin, M&C will determine the dry and wet-weather flow components and will rank each basin by BDDI and RDII.

The TM will provide recommendations of follow-up activities designed to identify sources of I&I. These follow-up activities include smoke testing, dye-water testing, manhole inspections, night-flow isolations, and closed-circuit television (CCTV) inspection.

Proposed Fee

M&C proposes to perform the scope of work above for a fee of **\$50,000.00** as detailed below:

Task	Qty	Unit	Unit Cost	Fee
Mob/Demob	4	Ea	\$2,750.00	\$11,000.00
Site Investigation	5	Ea	\$1,950.00	\$9,750.00
Rain Gauge Installation	1	Ea	\$550.00	\$550.00
FM Monthly O&M	12	Ea	\$1,150.00	\$13,800.00
RG Monthly O&M	3	Ea	\$550.00	\$1,650.00
FM Data Review	12	Ea	\$450.00	\$5,400.00
RG Data Review	3	Ea	\$75.00	\$225.00
Technical Memo	1	LS	\$7,625.00	\$7,625.00
TOTAL				\$50,000.00



FLORIDA DEPARTMENT OF Environmental Protection

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

Section 6, Item c.

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

December 22, 2023

Sent electronically to: dmartin@cityofflaglerbeach.com

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

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


Dear Mr. Martin:

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

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

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

Sincerely,


Thomas G. Kallemeyn
Assistant Director

Enclosure: Executed Consent Order #23-0409

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

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

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

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

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

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

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

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

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

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

<https://www.fldepportal.com/DepPortal/go/home>18. Respondent shall allow all authorized representatives of the Department access to the Facility and the Property at reasonable times for the purpose of determining compliance with the terms of this Order and the rules and statutes administered by the Department.

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



City of Flagler Beach

P.O. Box 70 • 105 South Second Street
Flagler Beach, Florida 32136
Phone (386) 517-2000

January 3, 2024

Mr. Abhi Maturi
Department of Environmental Protection
Northeast District Office
8800 Baymeadows Way West, Suite 100
Jacksonville FL 32256

Dear Mr. Maturi:

The City of Flagler Beach ("City") and the Florida Department of Environmental Protection ("Department") entered into a Consent Order ("Order") to resolve Case Number 23-0409. The effective date of said Order is December 22, 2023.

In accordance with Paragraph 14, the City hereby notifies the Department of its election to implement an in-kind project. The value of the in-kind project will exceed the cost of one-and-a-half times the civil penalty (\$25,125).

As further described in Exhibit A to the Order, upon notification from the Department that applying the stipulated penalties to an in-kind project is acceptable, the City will submit to the Department, within sixty days, a detailed in-kind project proposal for evaluation.

City officials and staff look forward to working with State officials and staff throughout (and beyond) 2024.

If you have any questions, please contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "Dale L. Martin".

Dale L. Martin
City Manager

Cc: D. Andrew Smith (City Attorney)

Mr. Dale L. Martin, City Manager; dmartin@cityofflaglerbeach; mobile (904) 557-5047



City of Flagler Beach

P.O. Box 70 • 105 South Second Street
Flagler Beach, Florida 32136
Phone (386) 517-2000

February 19, 2024

Mr. Abhi Maturi
Department of Environmental Protection
Northeast District Office
8800 Baymeadows Way West, Suite 100
Jacksonville, FL 32256

Dear Mr. Maturi:

Under the conditions of the current Consent Order (“Order”; Case Number 23-0409) between the Department of Environmental Protection (“Department”) and the City of Flagler Beach (“City”), and based upon acceptance by the Department for the City to pursue an “in-kind” project in lieu of a civil penalty (correspondence, J. Petry to D. Martin, Jan 23, 2024; attached), please find attached the City’s proposal for an in-kind project to further address specific challenges cited in the Order.

The Order (Section 4 d V) indicates that a significant overflow (described as 1.5 million gallons of partially treated wastewater) was due to inflow and infiltration. The impact of inflow and infiltration has significant design and cost implications as the City works to improve its wastewater collection and treatment system. To mitigate the effects of inflow and infiltration, the City has embarked upon an effort to re-line wastewater collection mains as well as the wastewater connections to individual properties (commonly referred to as “lateral” connections). The budget for the re-lining project is approximately \$750,000, of which approximately \$500,000 has been expended (the project is funded, in part, with a grant from the St. Johns River Water Management District).

It is imperative, however, that before significant additional expenditures and efforts are initiated for re-lining, the initial efforts should be validated: have the areas of the City that have been re-lined demonstrating lower levels of inflow and infiltration? If the data proposed to be collected as part of this in-kind project illustrate that the re-lining is reducing inflow and infiltration, the City can confidently (and enthusiastically) continue the re-lining program. On the other hand, if the data indicates minimal effect from the re-lining, it will be critical for the City to re-evaluate mitigation efforts, especially with the current design effort to appropriately scale the City’s proposed new wastewater treatment facility.

Mr. Dale L. Martin, City Manager; dmartin@cityofflaglerbeach; mobile (904) 557-5047

The City has established a new relationship with McKim & Creed, a qualified consulting engineering firm. In addition to the proposed in-kind project, McKim & Creed has been charged with developing a comprehensive review of the City's stormwater challenges (tidal flood, weather events, sea level rise, and development) which will unquestionably aid the City's wastewater mitigation and improvement efforts.

I look forward to your review and support for the proposed in-kind project as part of the Order. As mentioned previously, City officials and staff look forward to working with State officials and staff to address the challenges noted in the Order.

If you have any questions, please contact me.

Sincerely,



Dale L. Martin
City Manager

Attachments:

Correspondence, J. Petry to D. Martin (January 23, 2024)
Proposal Certification Form (February 19, 2024)
Proposed In-Kind Project, McKim & Creed (February 16, 2024)

Cc:

City Commission, Flagler Beach
D. Andrew Smith (City Attorney)
E. Fernandez, Attorney
C. Hill, McKim & Creed

Dale Martin

From: Petry, Joni <Joni.Petry@FloridaDEP.gov>
Sent: Tuesday, January 23, 2024 2:18 PM
To: Dale Martin
Cc: Kallemeyn, Thomas; Maturi, Abhi; Sims, Herndon; dsmith@shepardfirm.com; edgar@anfieldflorida.com
Subject: RE: Flagler Beach

You don't often get email from joni.petry@floridadep.gov. [Learn why this is important](#)

Mr. Martin,

The Department is agreeable to Flagler Beach pursuing an in-kind project in lieu of the payment of civil penalties in the Consent Order. In Exhibit A, the language “of the Department’s notification that applying stipulated penalties to an in-kind project is acceptable” is specific to stipulated penalties. An in-kind project proposal should be submitted by February 20, 2024 for Departments review and consideration. The project must be approved by the Department.

If you have any questions regarding the documentation needed for the in-kind project, please feel free to reach out to myself and Abhi Maturi.



Joni Petry
 Environmental Administrator
 Florida Department of Environmental Protection
 Northeast District – Compliance Assurance
Joni.Petry@FloridaDEP.gov
 Office: 904-256-1606

From: Dale Martin <dmartin@cityofflaglerbeach.com>
Sent: Monday, January 22, 2024 3:16 PM
To: Kallemeyn, Thomas <Thomas.Kallemeyn@FloridaDEP.gov>
Cc: Drew Smith <dsmith@shepardfirm.com>; Edgar G. Fernandez <edgar@anfieldflorida.com>
Subject: Flagler Beach

EXTERNAL MESSAGE

This email originated outside of DEP. Please use caution when opening attachments, clicking links, or responding to this email.

Good afternoon, Mr. Kallemeyn:

The City of Flagler Beach remains committed to working with the Florida Department of Environmental Protection (FDEP) to address the issues presented in the Dec 22, 2023 Consent Order.

Under the provisions of Sec. 14, the City notified FDEP of the City’s intent to offset the civil penalties by implementing an in-kind penalty project which must be approved by the Department (of Environmental Protection). The City made notification to the DEP under the provisions of Sec. 14.

Exhibit A to the Consent Order (In-Kind Projects) indicates that “within 60 days of the effective date of this Order, or, of the Department’s notification that applying stipulated penalties to an in-kind project is acceptable, Respondent shall submit, by certified mail, a detailed in-kind proposal to the Department for evaluation.”

Will the Department be responding to the City’s notification of implementing an in-kind project that such effort is acceptable?

Mr. Dale L. Martin

City Manager

City of Flagler Beach

PO Box 70

Flagler Beach, FL 32136

(386) 517-2000 ext. 222

dmartin@cityofflaglerbeach.com



Florida has a very broad Public Records Law. Virtually all written communications to or from State and Local Officials and employees are public records available to the public and media upon request. The City of Flagler Beach’s policy does not differentiate between personal and business emails. This means email messages, including your e-mail address and any attachments and information we receive online might be disclosed to any person or media making a public records request. E-mail sent on the City system will be considered public and will only be withheld from disclosure if deemed confidential or exempt pursuant to State Law. If you are an individual whose identifying information is exempt under 119.071, Florida Statutes, please so indicate in your email or other communication. If you have any questions about the Florida public records law refer to Chapter 119 Florida Statutes.

Website: [www.cityofflaglerbeach.com]www.cityofflaglerbeach.com





City of Flagler Beach

P.O. Box 70 • 105 South Second Street
Flagler Beach, Florida 32136
Phone (386) 517-2000

PROPOSAL CERTIFICATION FORM

My name is Dale L. Martin, City Manager, and do hereby testify under penalty of law that:

- A. I am a person with management responsibilities for the City of Flagler Beach budget and finances. During the eighteen-month period prior to the effective date of Consent Order OGC Case No: 23-0409 there has not been any transfer or use of funds obtained by the City of Flagler Beach from the collection of sewer rates for any purpose not related to the management, operation, or maintenance of the Sewer System or to any capital improvement needs of the Sewer System. **NOTE: Due to my appointment as the Flagler Beach City Manager, effective July 31, 2023, I cannot attest to any transfer activities prior to that date.**
- B. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowingly submitting false information in this certification.

Sworn to and subscribed before me, by means of physical presence notarization, this 19th day of February, 2024 by


Dale L. Martin

Personally, known or by Production of the following Identification:





Penny Overstreet

Printed Name

Commission: HH145304



STAFF REPORT

Regular City Commission Meeting

March 28, 2024

To: Elected Officials

From: Dale L. Martin City Manager

Date: March 28, 2024

Item Name: Resolution 2024-22 a resolution by the City of Flagler Beach, Florida approving a Master Service Agreement and Statement of Work for Forerunner Software in an amount not to exceed \$20,500, providing for conflict and effective date.

Background: The Forerunner software package is a tool to assist the City in its efforts to improve its Community Rating Score (CRS) and comply with Municipal Separate Storm Sewer System (MS4) regulations. The CRS, when improved, provide discounts for flood insurance policies.

The Forerunner software is included as a specific appropriation in the FY 2023/2024 budget.

Fiscal Impact: The funding for the Forerunner software (\$20,500) is allocated in the Stormwater Fund, Line 405.5391.305200 (Operating Supplies).

Staff Recommendation: Staff recommends approval of proposed Resolution 2024-22

Attachments: Invoice, Forerunner software
Proposed Resolution 2024-22

RESOLUTION 2024-22

A RESOLUTION BY THE CITY OF FLAGLER BEACH, FLORIDA, APPROVING A MASTER SERVICE AGREEMENT AND STATEMENT OF WORK FOR FORERUNNER SOFTWARE IN AN AMOUNT NOT TO EXCEED \$20,500, PROVIDING FOR CONFLICT AND EFFECTIVE DATE.

WHEREAS, The City Commission at their Fiscal Year 2023/2024 Budget Workshop reached a consensus to approve the Decision Module for the ForeRunner software; and

WHEREAS, The ForeRunner Software will assist staff with the National Flood Insurance Program (NFIP) requirements as well as provide our residents with access to documents and information; and

WHEREAS, the City’s Flood Plain Administrator is actively working to increase City’s Community Rating System (CRS) to a Class 5 which would earn our residents a 25% discount of their flood insurance rates.

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

SECTION 1. The Master Service Agreement & Statement of Work 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

Exhibit "A" Resolution 2024-22

FORERUNNER

Master Services Agreement & Statement of Work

City of Flagler Beach, FL

Table of Contents

Master Services Agreement

1. Definitions.
2. Forerunner Software Services.
3. Customer Responsibilities; Restrictions; and Suspension.
4. Fees; Payment Terms; Taxes; Customer Acknowledgement.
5. Term; Termination.
6. Intellectual Property and Ownership
7. Publicity and Marketing.
8. Confidential Information.
9. Representations and Warranties.
10. Disclaimer of Warranties.
11. Indemnification.
12. Limitation of Liability.
13. Dispute Resolution.
14. Notices.
15. Miscellaneous.

Statement of Work

1. Services.
2. Customization.
3. Support.
4. Onboarding.
5. Software.

Master Services Agreement

This Master Services Agreement ("Agreement"), effective as of 3/1/24 ("MSA Effective Date"), is entered into between Forerunner Industries, Inc., a Delaware corporation ("Forerunner"), and the City of Flagler Beach, a State of Florida Municipality ("Customer").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definitions. Defined terms have the meanings set forth in this Paragraph 1. Definitions and elsewhere in this Agreement and any Statement of Work attached to this Agreement and incorporated herein when capitalized. These terms may be read in singular, plural, or an alternative tense as the context requires.
 - a. Affiliate means, with respect to any entity, any other entity who, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such entity. The term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract or otherwise.
 - b. Applicable Law means, with respect to any party, any federal, state or local statute, law, ordinance, rule, administrative interpretation, regulation, order, writ, injunction, directive, judgment, decree or other requirement of any international, federal, state or local court, administrative agency or commission or other governmental or regulatory authority or instrumentality, domestic or foreign, applicable to such party or any of its properties, assets or business operations.
 - c. Authorized User means an Affiliate, employee or independent contractor of Customer (solely to the extent such contractor is providing services to Customer), who has been authorized by Customer to use the Services.
 - d. Confidential Data Sets means any sets of data or content originally created or developed by Forerunner or the Software, which may include, but is not limited to, sets of data in which Extracted Data is an input, combined or aggregated with, or augmented by other data or content that is not Extracted Data.
 - e. Confidential Information means, without limitation, business, technical, and/or financial information relating to the Disclosing Party, regardless of the form and whether or not marked or otherwise identified as "Confidential." With respect to Forerunner, Confidential Information also means the Services, Confidential Data Sets, and any and all source code relating thereto, as well as documentation and non-public information or material regarding Forerunner's legal or business affairs, financing, customers, properties or data. With respect to the Customer, Confidential Information means any non-public information or material regarding Customer's legal or business affairs, financing, customers, properties or data. Notwithstanding any of the foregoing, Confidential Information does not include information which:
 - (i) is or becomes public knowledge without any action by, or involvement of, the party to which the Confidential Information is disclosed (the "Receiving Party");
 - (ii) is documented as being known to the Receiving Party prior to its disclosure by the other party (the "Disclosing Party");
 - (iii) is independently developed by the Receiving Party without reference or access to the Confidential Information of the Disclosing Party and its documents; or
 - (iv) is obtained by the Receiving Party without restrictions on use or disclosure from a third person who did not receive it, directly or indirectly, from the disclosing party.
 - f. Customer Data shall mean the Customer Materials and Extracted Data, collectively.
 - g. Customer Materials means all materials and other content provided by Customer to Forerunner to enable the provision of the Services.
 - h. Extracted Data means all information, data, and other content that is extracted or collected by Forerunner solely from the Customer Materials or otherwise from the Customer through the Services and is not combined or aggregated with or augmented by data or content that is not Extracted Data.
 - i. Forerunner Intellectual Property means:
 1. The Software used by Forerunner to provide the Services, including all Updates, revisions, derivatives, improvements and modifications thereto.

2. The hardware, software, databases, networks, cloud or other hosted solutions, or other information technology infrastructure used by or on behalf of Forerunner in performing the Services (the "Forerunner Information Technology Infrastructure").
 3. Any other technology, data (whether encrypted or unencrypted), reports, documents, manuals, instructions or other materials or deliverables that Forerunner creates, derives from, provides or uses in connection with the Services, and, any other information or materials that otherwise comprise or relate to the Services, including but not limited to any Confidential Data Sets.
 4. Any models, analyses, analytics, algorithms, and machine learning applications created or developed by Forerunner that incorporate, in whole or in part, the Confidential Data Sets and/or Extracted Data.
 5. Any other technology, data (whether encrypted or unencrypted), reports, documents, manuals, instructions or other materials or deliverables that Forerunner provides in connection with the Services designates as confidential, proprietary or trade secret information and/or as exempt from public disclosure.
- j. Forerunner Representatives mean Forerunner's employees, officers, directors, agents, independent contractors, service providers, subcontractors.
 - k. Integration Agreement means the agreement, if applicable, governing any integrations with Third Party Applications.
 - l. Intellectual Property Rights means all intellectual and industrial property rights, whether now existing or existing in the future, including without limitation, (i) all patent rights, including any rights in pending patent applications and any related rights; (ii) all copyrights and other related rights throughout the world in works of authorship, including all registrations and applications therefor; (iii) all trademarks, service marks, trade dress or other proprietary trade designations, including all registrations and applications therefor (iv) all rights throughout the world to proprietary know-how, trade secrets and other confidential information, whether arising by law or pursuant to any contractual obligation of non-disclosure; and (v) all other rights covering industrial or intellectual property recognized in any jurisdiction.
 - m. Services means the services provided or required to be provided according to this Agreement, as well as any Statements of Work attached to this Agreement and incorporated by reference.
 - n. Software means Forerunner's computer software and all Updates made available by Forerunner to Customer under this Agreement, including Confidential Data Sets.
 - o. Statement of Work (SOW) means a detailed plan of work to be agreed by the Parties in conjunction with this Agreement.
 - p. Term means the Initial Term and any Renewal Terms.
 - q. Third Party Provider means third parties, including other Vendors, state agencies and local agencies that control products and/or databases with which Forerunner Services are to be interfaced and whose engagement has been pre-approved by Forerunner. Before engaging with a Third Party Provider, Customer agrees to obtain prior approval by Forerunner.
 - r. Updates means any and all new releases, new versions, patches and other updates for the Services that Forerunner makes generally available without additional charge to other customers of its Services.
 - s. Vendors means third parties with whom Forerunner contracts to provide components of the Services and includes without limitation, Amazon Web Services (for platform hosting) and Google (for Google Maps).
2. Forerunner Software Services.
 - a. Subject to this Agreement, Forerunner will use commercially reasonable efforts to provide the Forerunner Services described in the Statement of Work attached to this Agreement and incorporated herein by reference, and in any additional SOWs that may be entered into by the parties from time to time and which incorporate this Agreement by reference (collectively, the "Services").
 - b. Forerunner may make changes or updates to the Services that it deems necessary or useful to: (a) maintain or enhance the quality, delivery, cost efficiency or performance of the Services; and/or (b) comply with any Applicable Law, statute, regulation or other governmental rule or requirement ("Law").
 - c. Forerunner may also make other changes and updates as it deems necessary, provided that such changes do not materially derogate the overall quality of the Services. Forerunner does not guarantee

that the Services are or will remain compatible with any particular third party software or equipment, and may, upon written notice, terminate its support for any software or equipment that Forerunner determines is incompatible with the operation of the Services.

- d. Other than with respect to reasonable costs incurred to provide updated versions of Forerunner Services, all Updates or updated versions provided by Forerunner during the Term of this Agreement are deemed part of the Services and are subject to all applicable terms and conditions in this Agreement. Customer agrees to pay for reasonable costs, if any, incurred to achieve compliance with laws, statutes, regulations, and/or other governmental rules.
- e. The parties acknowledge and agree that Forerunner may engage Vendors to perform Services. Vendors will be subject to provisions detailed in this Master Services Agreement and any Statement of Work attached and incorporated by reference.
- f. Forerunner will promptly notify Customer of any breach of security or unauthorized use affecting Customer's account.

3. Customer Responsibilities; Restrictions; and Suspension.

- a. Responsibilities. Customer will be responsible for and is required to obtain and maintain an information technology infrastructure necessary to connect to, access, or otherwise use the Services, including, without limitation, hardware, software, operating systems, networks, databases, and web servers and/or any other information technology infrastructures necessary to connect to, access, or otherwise use the Services. However, notwithstanding any provision herein, nothing in this Agreement and any Statement of Work attached shall require Customer to fail to comply with all applicable records retention requirements and public records laws.
- b. In addition, Customer shall:
 - i. Have sole responsibility for the accuracy; legality; and rights to use, obtain, and share with Forerunner all Customer Materials and any data or information contained therein.
 - ii. Ensure that its Authorized Users shall securely manage their respective password(s) for access to the Service and any user IDs, passwords, and other access credentials for the Services are kept strictly confidential and not shared with any unauthorized person.
 - iii. Promptly notify Forerunner of any breach of security or unauthorized use of its account.
 - iv. Comply with all applicable local, state, federal and foreign laws in using the Services.
- c. Restrictions.
 - i. As a condition to receiving the Services, and in addition to any other obligations set forth in a properly executed SOW, Customer may only use the Services in furtherance of its internal government operations, and not for the use by, or benefit of, any third party.
 - ii. Customer shall use the Services solely for itself and its Affiliates' government purposes as contemplated by this Agreement for itself and its Affiliates.
 - iii. Customer shall not license, sell, resell, lease, transfer, distribute, or otherwise commercially exploit or make the Services or Forerunner Intellectual Property available to any third party.
 - iv. Customer shall not modify, translate or create derivative works based on the Services or Forerunner Intellectual Property.
 - v. Customer shall not alter or remove any proprietary rights, notices or marks in the Services or Forerunner Intellectual Property, or use the Services or Forerunner Intellectual Property in any way or for any purpose that infringes, misappropriates or otherwise violates any Intellectual Property Rights or other right of Forerunner and/or any third party.
 - vi. Customer shall not send via the Services, or store within the Services, any unlawful, offensive or tortious material, including, without limitation, hate speech or discriminatory content.
 - vii. Customer shall not imitate or impersonate another person, or his, her or its email or other address or contact information.
 - viii. Customer shall not create false accounts for the purposes of sending unsolicited messages (spam).
 - ix. Customer shall not send messages to individuals who have asked not to receive future messages from Customer (opted out).

- x. Customer shall not send, upload to, or store within the Services any viruses, worms, time bombs, Trojan horses and/or any other harmful or malicious codes, files, scripts, agents or programs.
 - xi. Customer shall not interfere with, or disrupt, the integrity or performance of the Services or the data contained therein.
 - xii. Customer shall not attempt to gain unauthorized access to the Services or its related systems or networks.
 - xiii. Customer shall not use the Services in any fraudulent, harmful or misleading way or in any other way that violates any Applicable Law.
 - d. Suspension. Any use of the Services by Customer or its Authorized Users that, in Forerunner's reasonable judgment, imminently threatens the security, stability, integrity or availability of the Services, or otherwise harms other customers or third parties, may result in immediate suspension of the Services. Forerunner, however, will use commercially reasonable efforts under the circumstances to notify Customer in advance of such suspension and provide Customer with an opportunity to correct its usage prior to any such suspension. Forerunner will have no liability for any such suspension made in good faith. Additionally, unless this Agreement has been terminated, Forerunner will cooperate with Customer to restore access to the Services once it verifies that Customer has resolved the condition requiring suspension.
4. Fees; Payment Terms; Taxes; Customer Acknowledgement. Customer will pay Forerunner the fees described in any SOW attached to this Agreement for the applicable Services in accordance with the terms therein (the "Fees").
- a. Fees. Except as otherwise may be specified herein or in any SOW attached to this Agreement:
 - i. Fees are based on the Services purchased.
 - ii. Payment obligations are non-cancelable.
 - iii. Fees paid for services rendered are non-refundable.
 - iv. Upon the expiration of the Term, the Annual Fee for any subsequent renewal Term shall be subject to Forerunner's sole discretion and based on, among other factors, software enhancements that Forerunner has made or anticipates making to the Services, security and other updates to the Services, but at least a 10% increase over the prior Term's Annual Fee.
 - b. Payment Terms.
 - i. All amounts due for this Agreement and any SOW's attached to this Agreement shall be paid within thirty (30) days after invoice is received by Customer.
 - ii. Forerunner reserves the right to charge, and Customer agrees to pay, a late charge equal to one and one half percent (1.5%) per month on any amount that is unpaid on such amount's due date, and on any other outstanding balance.
 - iii. Customer will pay all amounts due under this Agreement without setoff, deduction, recoupment or withholding of any kind, for amounts owed or payable by Forerunner whether under this Agreement, Applicable Law or otherwise and whether relating to Forerunner's breach, bankruptcy or otherwise.
 - c. Taxes. Customer will be responsible for all taxes associated with Services.
 - d. Customer Acknowledgement. Customer acknowledges and agrees that although the Services may include legal-related information, no recommendations are being made by Forerunner regarding Customer's legal or other decisions related to any agreements, forms or related advice. Customer acknowledges that no Services provided by Forerunner constitutes investment, accounting, tax, or legal advice. Planning decisions made by Customer using Forerunner deliverables are done at the sole discretion and risk of the Customer and Forerunner is not responsible for the outcomes of any decisions.
5. Term; Termination.
- a. Term. This Agreement is effective as of the MSA Effective Date and will continue thereafter for the Term specified in any SOW attached to this Agreement (the "Initial Term"), unless earlier terminated.
 - b. Renewal. This Agreement may be renewed for additional periods, subject to written agreement of both parties.

c. Termination.

- i. Forerunner may terminate this Agreement in the event of a breach by Customer of any term or condition of this Agreement upon ten (10) days prior written notice (written notice includes an e-mail to the e-mail address provided by the Customer).
- ii. In addition, Forerunner may terminate this Agreement immediately if the Customer becomes insolvent, files for bankruptcy or is adjudged to bankruptcy proceedings.
- iii. Forerunner may also terminate this Agreement under other reasonable circumstances with thirty (30) days prior written notice, provided that Forerunner shall refund any pre-paid fees for the Term (pro-rated based on the number of days that have elapsed from the MSA Effective Date through the effective date of termination).
- iv. Customer may terminate this Agreement for convenience or cause with thirty (30) days prior written notice.
- v. Effect of Expiration of Term; Termination; Survival. Upon expiration of Term or earlier termination:
 - 1. The Services will terminate and each party will cease use of the other party's Confidential Information.
 - 2. Customer will pay Forerunner any remaining balance of the fees in full for the Services up to and including the last day on which the Services are provided.
 - 3. Forerunner may, but is not obligated to, delete stored Customer Materials.
 - 4. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, perpetual licenses granted by Customer, confidentiality obligations, warranty disclaimers, and limitations of liability.

6. Intellectual Property and Ownership.

a. Forerunner Intellectual Property.

- i. All right, title and interest in, and to, the Services and the Forerunner Intellectual Property are and will remain with Forerunner and its licensors, if any, subject only to the Limited License granted to Customer in the next paragraph "Limited License."
- ii. Limited License. Forerunner grants Customer a revocable, non-exclusive, non-transferable, non-sub-licensable license to use the Services and Forerunner Intellectual Property during the Term solely in furtherance of Customers internal government operations and not for the use by, or benefit of, any third party.

b. Customer Data.

- i. Other than as provided in this Agreement, Forerunner acknowledges and agrees that Customer will own all rights to, title in, and interest in Customer Data, and Forerunner will provide copies of Customer Data to Customer upon Customer's request. Customer grants Forerunner a perpetual, irrevocable, worldwide, royalty-free right and license to use Customer Data for business or commercial purposes including, but without limit to, performing the Services and exercising its rights hereunder, improving and enhancing the Services or other Forerunner services or offerings, and preparing reports and other interpretation of trends for analysis, analytics, marketing purposes; developing algorithms, creating or developing Confidential Data Sets, data applications or analytical programs; and for machine learning applications, whether or not in connection with the Services.

7. Publicity and Marketing. The parties agree that:

- a. Forerunner may include Customer's name and logo in its customer lists and on its website.
- b. Forerunner may issue communications, such as press releases, case studies, and testimonials that reference the relationship between Customer and Forerunner and the manner in which Customer is using the Forerunner solution.
- c. Customer will use reasonable efforts to act as a reference for Forerunner.
- d. Upon request by Customer, Forerunner shall coordinate its efforts with appropriate communications personnel in Customer's organization to secure approval of any such published materials.

8. Confidential Information.

- a. Each party as the "Recipient" understands that the other party as the "Disclosing Party" has disclosed or may disclose nonpublic, confidential or proprietary information relating to the Disclosing Party's business. In addition to all descriptions of Confidential Information in this Agreement, Confidential Information does not include information that:
 - i. Was rightfully known to the Recipient prior to such information being disclosed or made available to it in connection with this Agreement.
 - ii. Was or becomes generally known by the public other than by the Recipient's or Representative's noncompliance with this Agreement.
 - iii. Was or is received by the Recipient on a non-confidential basis from a third party that was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality.
- b. As a condition to being provided with access to Confidential Information, Recipient agrees that it will:
 - i. Not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement.
 - ii. Not disclose or permit access to Confidential Information other than to its Authorized Users, who need to know such Confidential Information for purposes of the Recipient's exercise of its rights or performance of its obligations under this Agreement and are bound by confidentiality obligations no less restrictive than those set forth herein, or to a third party if the Recipient is compelled by Applicable Law pursuant to a lawful court order or judicial subpoena (but in no event will the Recipient voluntarily provide any Confidential Information to any third party, whether governmental or otherwise).
 - iii. Safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its similarly sensitive information and in no event less than a reasonable degree of care.

9. Representations and Warranties.

- a. Customer.
 - i. Customer represents and warrants that Customer owns or otherwise has and will have the necessary rights and consents in and relating to the Customer Materials so that, as received by Forerunner and processed in accordance with this Agreement, they do not and will not infringe, misappropriate, or otherwise violate any Intellectual Property Rights, or any privacy or other rights of any third party or violate any Applicable Law.
 - ii. Customer further represents and warrants that it will ensure that all Authorized Users will:
 1. Safeguard the Services and only use the Services in accordance with the terms and conditions set forth herein and not in any manner prohibited by this Agreement.
 2. Not use the Services or any Forerunner Intellectual Property in a manner or for any purpose that infringes, misappropriates or otherwise violates any law or Intellectual Property Right of Forerunner or other third party.
 3. Use the Services in compliance with all Applicable Laws.
- b. Forerunner. Forerunner represents and warrants to Customer that it will:
 - i. Perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services.
 - ii. Devote reasonably adequate resources to maintain the Services in a manner that minimizes errors and interruptions.
 - iii. Employ commercially reasonable security measures in accordance with applicable industry practice in connection with its collection, storage and processing of Customer Materials.
 - iv. Notwithstanding the foregoing, Forerunner will not incur any obligation or liability if the Services are unavailable:
 1. For scheduled maintenance.

2. As a result of any satellite, broadband or network connectivity issues, interruptions or failures.
 3. As a result of any other circumstances beyond Forerunner's reasonable control, including, without limitation:
 - a. Customer's negligence or failure to use the Services properly or in accordance with the terms and conditions of this Agreement;
 - b. Customer's use of the Services in a modified form, or Customer's use of the Services in connection or combination with any third party software or hardware;
 - c. When Forerunner suspends the Services where it determines in its sole discretion that any data collection, processing, or transferring would be restricted or prohibited by Applicable Law
 - d. When Forerunner suspends or terminates Customer's access to the Services due to its good faith belief that Customer is involved in any type of fraudulent, misleading or unlawful activity relating to or in connection with any of the Services, or has otherwise failed to comply with the terms and conditions of this Agreement; and/or
 - e. Where Forerunner receives a judicial or other governmental order, subpoena or similar request that expressly or by reasonable implication requires Forerunner to suspend or terminate the Services.
10. Disclaimer of Warranties.
- a. Forerunner does not warrant that the Services will be uninterrupted or error free or be compatible with any other goods, services, or technologies.
 - b. Forerunner does not make any warranty as to the data, reports, or results that may be obtained from use of the services, including the completeness or accuracy of such data, reports or results, including geocoding or data extraction, except as expressly set forth in this section.
 - c. The Services are provided "AS IS" and Forerunner disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose and non-infringement.
11. Indemnification. Nothing provided herein is intended to waive or limit the protection afforded the Customer by Section 768.28, Florida Statutes, and the parties expressly agree that the Customer's duty to indemnify provided herein shall be limited in the same manner as a claim in tort against the Customer; specifically, the Customer's duty to defend and indemnify Forerunner shall be strictly limited to \$200,000 per person and \$300,000 per occurrence. Customer (the "Indemnifying Party") shall indemnify, defend and hold harmless Forerunner and its officers, directors, employees, agents, successors and assigns (collectively, the "Indemnified Party") against all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorney fees and the costs of enforcing any right to indemnification under this Agreement eLosses"), arising out of or resulting from any third-party claim, suit, action or proceeding ("Action") arising out of, relating to or resulting from its:
- a. Breach of any representation, warranty, covenant or obligation under this Agreement.
 - b. Use of the Services in a manner not authorized by this Agreement.
 - c. Gross negligence, willful misconduct or fraud in connection with the performance of its obligations under this Agreement.
 - d. The Indemnified Party will promptly notify the Indemnifying Party of the existence of any Action giving rise to a claim for indemnification under this section and will give the Indemnifying Party a reasonable opportunity to defend the same at its own expense and with its own counsel, provided that the Indemnified Party will at all times have the right to participate in such defense at its own expense.
12. Limitation of Liability.
- a. Limitation of Liability. In no event will Forerunner be liable to Customer or to any third party under, or in, connection with this agreement under any legal or equitable theory, including breach of contract, tort (including negligence), strict liability and/or otherwise, for:

- i. Any loss of revenue or profit.
 - ii. Cost of replacement goods or services.
 - iii. Loss of goodwill or reputation.
 - iv. Loss, damage, or corruption of any Customer Materials or reports provided as part of the Services.
 - v. Losses caused by, or resulting from, any action, conclusion, decision or omission based on any data or reports provided as part of the Services.
 - vi. Damage or losses caused by any third party materials used in connection with the services.
 - vii. For any consequential, incidental, indirect, exemplary, special, enhanced or punitive damages, regardless of whether such party was advised of the possibility of such losses or damages were otherwise foreseeable.
- b. **Limitation of Aggregate Liability.** In no event will the aggregate liability of Forerunner in connection with this Agreement under any legal or equitable theory exceed the fees paid or payable by Customer to Forerunner in the twelve months preceding the action.
13. **Dispute Resolution.** In the event of a dispute arising under or relating to this Agreement, the parties agree to resolve the dispute according to the laws of the State of Florida, with all legal proceedings to be filed in Flagler County, FL
14. **Notices.** All notices under this Agreement will be provided in writing to the addresses set forth on the signature page and will be deemed to have been duly given when received as follows:
- a. Personally delivered.
 - b. When receipt is confirmed by recipient and/or by email delivery notification if transmitted by facsimile or e-mail.
 - c. The day after it is sent, if sent for next day delivery by recognized overnight delivery service.
 - d. Upon receipt, if sent by certified or registered mail, return receipt requested.
15. **Miscellaneous.**
- a. The parties recognize and acknowledge Forerunner shall be subject to Florida's public records laws contained with Chapter 119, Florida Statutes, with regard to records received or created related to the performance of this Agreement. Forerunner shall keep and maintain all records received or created which are in any way related to its performance of this Agreement and shall provide such records to the Customer without delay upon a request for same. Furthermore, Forerunner recognizes it could receive direct requests for public records from members of the public and agrees it shall be responsible for complying to such requests in accordance with law after consultation with the Client. **IF FORERUNNER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (386) 517-2000, poverstreet@cityofflaglerbeach.com, 105 S. SECOND STREET, PO BOX 70, FLAGLER BEACH, FL 32751.** The City Clerk shall assist the Consultant to comply.
 - b. This Agreement is for the sole benefit of the parties hereto and their respective permitted successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other third party any legal or equitable right, benefit or remedy of any nature whatsoever under, or by reason of this Agreement.
 - c. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and

supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement.

- d. In the event a conflict between this Agreement and a SOW arises, this Agreement will control, unless otherwise expressly provided in the SOW.
- e. The parties agree that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein.
- f. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
- g. All remedies for breach of this Agreement are cumulative, and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- h. The titles and headings contained in this Agreement are for reference purposes only and shall not in any manner limit the construction or interpretation of this Agreement.
- i. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.
- j. Except as otherwise provided in this Agreement, neither party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other party; provided, that Forerunner may assign any of its rights or delegate any of its duties under this Agreement without any prior written consent of Customer if such assignment or delegation is to a successor by consolidation, merger or operation of law or to a purchaser of all or substantially all of its assets.
- k. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Forerunner in any respect whatsoever.
- l. Except with respect to failure to pay any amount due under this Agreement, nonperformance of either party will be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental acts that are not caused by or within the control of the nonperforming party, orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the control and not caused by the negligence of the non-performing party.
- m. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.
- n. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.
- o. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signature Page Follows]

Forerunner MSA Signature Page

IN WITNESS WHEREOF, the parties hereto have executed this Master Services Agreement as of the MSA Effective Date.

Forerunner Industries, Inc.

City of Flagler Beach, FL

Signed: *r .k---*

Signed: /;J

Name: Susanna Pho

Name: *-pa,;([YMfttl*

Title: Chief Operating Officer

fill!!!Ct f

Date: 2-16-24

Qm *tl, '2,c),t-*

Address: 548 Market Street #93531,
San Francisco, CA 94104

Add7: *f, z_.,4fretd--*

f("tf,,e,fr, fi. fl 2-b '-

Statement of Work No. 1

This Statement of Work No. [1] ("SOW"), effective as of 3/1/24 (the "SOW Effective Date"), is entered into between Forerunner Industries, Inc., a Delaware corporation ("forerunner"), and the City of Flagler Beach, a State of Florida Municipality ("Customer"). This SOW adopts and incorporates by reference the terms and conditions of the Master Services Agreement ("MSA"), entered into by Forerunner and Customer on 3/1/24. Capitalized terms used but not defined in this SOW shall have the meanings set out in the MSA.

Customer Information

Customer Name: City of Flagler Beach, FL
Customer Address: 800 S Daytona Ave, Flagler Beach, FL 32136
Customer Contact Name: Lee Richards
Contact Email: lrichards@cityofflaglerbeach.com
Contact Phone: 386-517-2000 ext. 248

Initial Term

One (1) Year

Fees

Item	Type	Cost
Forerunner Annual License	Yearly	\$17,500
Repetitive Loss Data Module	Yearly	\$3,000
One-time-Set-up <i>Waived if signed by 2/29/24</i>	GAe-FFe	\$8,000

Payment Terms

Forerunner's may be renewed for additional periods, subject to written agreement of both parties. As described in the Agreement, all amounts due shall be payable within 30 days after invoice is received by Customer.

Description of Forerunner Software and Services

1. Software and Services. Forerunner will provide the following software and services to the Customer:
 - a. Data Extraction. Forerunner will extract select fields ("Extracted Data") from Customer's archived and incoming Elevation Certificates, subject to the terms and conditions of the Master Services Agreement. List of extracted fields provided to Customer by request
 - i. Data augmentation. When available, data extraction will include:
 - b. Automated address geocoding, subject to the terms and conditions of the Master Services Agreement.
 - c. Automated parcel assignment, subject to the terms and conditions of the Master Services Agreement.
 - d. FIRM data assignment.
 - e. Datum conversion.
 - b. Software. As part of its ongoing Software offering, Forerunner will provide the following:
 - i. Accounts for up to ten (10) users. Additional seats available for added fee.
 - ii. Forerunner internal dashboard
 - a. Elevation Certificate management.
 - i. Internal Elevation Certificate upload.
 - ii. Elevation Certificate table with filtering.
 - iii. Elevation Certificate download.
 - b. Internal document management.
 - i. Internal per-property document upload and storage.
 - c. Activity tracking.
 - i. Activity tracking for internal actions taken in dashboard.
 - ii. Per-property comment tracking.
 - d. Substantial Improvement and Damage tracking
 - e. Mapping.
 - i. FIRM map overlay(s) where available.
 - ii. Address search.
 - iii. Per-property building attribute data, where available.
 - f. Automated Elevation Certificate error detection for:
 - i. Residential structures only.
 - ii. Documents with form dates more recent than 2015.
 - iii. Documents with issue dates more recent than Effective FIRM date for location.
 - g. Per-property communication log.
 - i. Log export.
 - h. Dashboard permissions.
 - i. Segmented access to dashboard functionality by role type.
 - ii. Ability to add new users and set roles.
 - iii. Public Website.
 - a. Elevation Certificate public search including:
 - i. Elevation Certificate table filtering by address, parcel ID, Block, Lot, and more.
 - ii. PDF document view.
 - b. Public property profiles displaying flood risk information.

- i. Share public profile functionality and communication log tracking on internal dashboard.
 - c. Property search by address.
 - iv. Repetitive Loss Data Module
 - a. Yearly import of Customer's repetitive loss data, as provided by Customer.
 - b. Advanced user role/permissions and access logging.
 - c. Forerunner has implemented commercially reasonable measures designed to protect Repetitive Loss Data. Upon import, Repetitive Loss Data is scrambled in staging and local development environments. Forerunner also provides features that allow Customer to limit access to Repetitive Loss Data to authorized personnel.
2. **Onboarding.** As part of initial Customer onboarding and implementation, Forerunner will provide Customer with successful transfer of all existing and relevant Customer Materials to Forerunner's database, user login/password provisioning, and onboarding training. Additionally, Forerunner will import and extract Customer's existing Elevation Certificate archive, as made available by Customer, during initial onboarding period. Customer will be responsible for uploading Elevation Certificates to Forerunner after initial onboarding period.
3. **Support.** Forerunner provides a dedicated account manager to the Customer starting at the time of initial onboarding to assist in coordination, troubleshooting, and error identification. Additional trainings are available upon request.
4. **License.** During the Term, Forerunner hereby grants a non-exclusive, non-transferable, non-sub-licensable license to Customer to access and use the Services through the Forerunner Website for Customer's internal purposes and in accordance with the terms and conditions of the Master Services Agreement, to which this Statement of Work is attached and incorporated by reference. Forerunner will be responsible for hosting the Software, and Customer and its Authorized Users will be responsible for obtaining internet connections and other third party software and services necessary for it to access the Software through the Internet. Customer and any of its Authorized Users will be responsible to Forerunner for compliance with the restrictions on use and other terms and conditions of the Master Services Agreement, to which this Statement of Work is attached and incorporated by reference.
5. **Customization and Consulting.**
- a. Customer will notify Forerunner of changes in FIRM data that warrant updates from FEMA's Map Service Center.
 - b. Data incorporated into dashboard is obtained from Vendors at Forerunner's discretion. Incorporating additional data sources into the Services may be possible for an additional fee, to be negotiated as needed.
 - c. Customization, including the integration of additional map layers and unique exports, and data analysis consulting services are available for an additional fee. Any work or services not outlined in the Master Services Agreement or this Statement of Work will be incorporated in a separate **SOW**.
 - d. To the extent Services involve the development of any customization or configuration of software, all Intellectual Property Rights to such customization or configuration will be solely owned by Forerunner and will be deemed to be included in the definition of Services and licensed to Customer on the terms set forth in the Master Services Agreement, to which this Statement of Work is attached and incorporated by reference.
6. **Termination.** Extracted Data will be made available to Customer for 90 days following the termination of this Statement of Work.

[Signature Page Follows]

Forerunner SOW Signature Page

The parties hereto have executed this STATEMENT OF WORK as of the SOW Effective Date.

Forerunner Industries, Inc.

Signed: *fk--*

Name: Susanna Pho

Title: Chief Operating Officer

Date: 2-16-24

Address: 548 Market Street #93531,
San Francisco, CA 94104

City of Flagler Beach, FL

Signed: *◆ D.kc.Q__*

Name: P&k... L. Ma.;+;

Title: C1./, l,ta,,i3/

Date: *td> \, zoZ4<*

Address:
/aGj 5 t/J,J Street
V:JJ lu J(,)e,l... FL 32316

Forerunner

548 Market Street #93531
San Francisco, CA 94104
(510) 880-1584
support@withforerunner.com
www.withforerunner.com



INVOICE

BILL TO
City of Flagler Beach
800 S Daytona Ave.
Flagler Beach, FL 32126

INVOICE 1190
DATE 03/07/2024
TERMS Net 30
DUE DATE 04/06/2024

ITEM	QTY	RATE	AMOUNT
Forerunner Annual License	1	17,500.00	17,500.00
Repetitive Loss Property Tracking Module	1	3,000.00	3,000.00

Thank you so much for your business!	SUBTOTAL	20,500.00
Checks can be mailed to the address listed above. Wire & ACH payment information below.	TAX	0.00
Name: Forerunner Industries, Inc. Routing #: 021000021 Account Number: 527355199 Bank: CHASE EIN: 833689645	TOTAL	20,500.00
	BALANCE DUE	\$20,500.00



STAFF REPORT

Regular City Commission Meeting

March 28, 2024

To: Elected Officials

From: Dale L. Martin, City Manager

Date: March 28, 2024

Item Name: Resolution 2024-23 a resolution by the City of Flagler Beach, Florida, declaring certain property to be surplus, providing for conflict and effective date.

Background: Two tower lights purchased in the 2009/2010 Fiscal Year are inoperable: one does not have a functioning generator to run the lights and the other has a broken riser and other condition issues. Staff has determined that, with the anticipated cost of repairs, it is better to dispose of the property, declaring the two light towers as surplus property. If approved, Staff will auction the two light towers.

Fiscal Impact: The light towers have been fully depreciated with no value as an asset to the City. The revenues received from the sale will be recorded in the General Fund.

Staff Recommendation: Staff recommends approval of proposed Resolution 2024-23.

Attachments: Proposed Resolution 2024-23

RESOLUTION 2024-23

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, DECLARING ITEMS AS SURPLUS, PROVIDING FOR CONFLICT AND AN EFFECTIVE DATE.

WHEREAS, City Staff recommends the items listed below in table “A”, be declared surplus and auctioned to the highest bidder as the cost to repair exceed the value of the equipment.

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

SECTION 1. The following property listed in table “A” is declared surplus, and will be auctioned to the highest bidder.

Table “A”

<u>Item</u>	<u>Vendor</u>	<u>Department</u>	<u>Model/Serial</u>	<u>Asset Tag #</u>
Tower Light	Terex	Police	RL409	7542
Tower Light	Terex	Police	RL409	7541

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

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

PASSED AND ADOPTED THIS _____TH DAY OF MARCH, 2024.

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

ATTEST:

Patti King, Mayor

Penny Overstreet, City Clerk



STAFF REPORT

Regular City Commission Meeting

March 28, 2024

To: Elected Officials

From: Dale L. Martin, City Manager

Date: March 28, 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 - final reading.

Background: Attorney Smith amended the ordinance after recommendations were approved at the March 14, 2024 Commission meeting.

Fiscal Impact: N/A

Staff Recommendation: Approve Ordinance 2024-03 on second and final reading.

Attachments: Ordinance 2024-03
Business Impact Statement
Proof of Publication Legal Ad

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28
- 29
- 30
- 31
- 32
- 33
- 34
- 35
- 36
- 37
- 38
- 39
- 40
- 41

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.

Copy area of window signs shall not exceed fifty (50) percent of the area of any window as viewed from the outside of the building the building's window area. For purposes of calculation, Ssuch 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.

3. Banner signs erected as part of a special event approved pursuant to Chapter 4, Article III of this code of ordinances shall be exempt from this subsection provided that the signage to be erected for the special event has been approved by the city as part of the special event approval.

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.

163
164
165
166
167
168
169
170
171
172
173
174
175
176
177
178
179
180
181
182
183
184
185
186
187
188
189
190
191
192

* * *

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 14TH DAY OF MARCH 2024.

PASSED AND ADOPTED THIS _____ DAY OF MARCH, 2024.

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

Patti King, Mayor

ATTEST:

Penny Overstreet, City Clerk



The Daytona Beach News-Journal
Daytona Pennysaver

Order Confirmation

Not an Invoice

Section 7, Item a.

Account Number:	464924
Customer Name:	City Of Flagler - Legal
Customer Address:	City Of Flagler - Legal Po Box 70 Flagler Beach FL 32136-0070
Contact Name:	CITY OF FLAGLER BEACH CITY OF FLAGLER - LEGAL
Contact Phone:	3865172000
Contact Email:	poverstreet@cityofflaglerbeach.com
PO Number:	

Date:	03/07/2024
Order Number:	9940030
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	56.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
DTB Daytona Beach News-Journal	1	03/15/2024 - 03/15/2024	Govt Public Notices
DTB news-journalonline.com	1	03/15/2024 - 03/15/2024	Govt Public Notices

As an incentive for customers, we provide a discount off the total order cost equal to the 3.99% service fee if you pay with Cash/Check/ACH. Pay by Cash/Check/ACH and save!

Total Cash Order Confirmation Amount Due	\$258.12
Tax Amount	\$0.00
Service Fee 3.99%	\$10.30
Cash/Check/ACH Discount	-\$10.30
Payment Amount by Cash/Check/ACH	\$258.12
Payment Amount by Credit Card	\$268.42

Order Confirmation Amount	\$258.12
---------------------------	----------

Ad Preview

Section 7, Item a.

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

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.

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

City Commission:

Second Reading: March 28, 2024 @ 6:00 p.m. or soon thereafter

The public hearings may be continued to a future date or dates. The times and dates of any continuances of a public hearing shall be announced during the public hearing without any further published notice. The request will be heard at 6:00 PM, or as soon thereafter as possible, in the City Commission Chambers located at 105 South Second Street, Flagler Beach, Florida. If a person decides to appeal any decision made with respect to any matter considered at the above referenced hearings, he/she will need a record of the proceedings. For such purposes, it may be necessary to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. In accordance with the Americans with Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk's Office at 386-517-2000 Ext. 233 at least 48 hours prior to the meeting.

L#9940030 3/15/2024 11

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City’s website by the time notice of the proposed ordinance is published.

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.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

¹ See Section 166.041(4)(c), Florida Statutes.

1. Summary of the proposed ordinance:

Ordinance 2024-03 amends the size and duration standards for allowed temporary banner signs as well as window signs in an effort to prevent sign clutter.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

The ordinance continues to allow temporary banner signs and window signs, it only amends the time, place, and manner restrictions to how such banners may be displayed. Accordingly, it is not expected to have any direct negative impact on private, for-profit business. The ordinance is not expected to have any negative direct economic impact on private, for profit businesses.

3. Good faith estimate of the number of businesses in the City likely to be impacted by the proposed ordinance:

For the reasons stated in Section 2, above, the City does not expect any businesses in the City to be negatively impacted by the proposed ordinance.



STAFF REPORT

Regular City Commission Meeting

March 28, 2024

To: Elected Officials

From: Dale L. Martin, City Manager

Date: March 28, 2024

Item Name: Ordinance 2024-04 an ordinance of the City of Flagler Beach, Florida, relating to impact fees; adopting the Fee Study dated July 18, 2023 prepared by Tischler Bise; increasing the amounts to be charged for Water and Wastewater Impact Fees; adopting new Police, Fire, Library, and Parks and Recreation Impact Fees; establishing an administrative charge consistent with state law; amending regulations pertaining to the collection, use, and timing of payments of Water, Wastewater, Police, Fire, Library, and Parks and Recreation Impact Fees; providing for notice of increased and new fees; providing for codification; providing for severability and conflicts, and providing an effective date – First Reading.

Background: The City has retained the services of Tischler Bise to review and recommend revisions to the City's schedule of impact fees. In general, "impact fees" are authorized by the State of Florida for communities to provide funding for the expansion of specific services related to growth. The fees collected must be used solely for the purpose collected and are restricted for new services required (desired) as a result of growth.

State statutes provide for a process to implement new or revised fees and the City will comply with those provisions of timely implementation.

The City Attorney may have additional comments.

Fiscal Impact: The proposed fees will likely be implemented no sooner than August 1, 2024.

Staff Recommendation: Staff recommends approval of proposed Ordinance 2024-04, First Reading.

Attachments: Proposed Ordinance 2024-04

Exhibit A Impact Fee Study

1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9

AN ORDINANCE OF THE CITY OF FLAGLER BEACH, FLORIDA, RELATING TO IMPACT FEES; ADOPTING THE FEE STUDY PREPARED BY TISCHLER BISE; INCREASING THE AMOUNTS TO BE CHARGED FOR WATER AND WASTEWATER IMPACT FEES; ADOPTING NEW POLICE, FIRE, LIBRARY, AND PARKS AND RECREATION IMPACT FEES; ESTABLISHING AN ADMINISTRATIVE CHARGE CONSISTENT WITH STATE LAW; AMENDING REGULATIONS PERTAINING TO THE COLLECTION, USE, AND TIMING OF PAYMENTS OF WATER, WASTEWATER, POLICE, FIRE, LIBRARY, AND PARKS AND RECREATION IMPACT FEES; PROVIDING FOR NOTICE OF INCREASED AND NEW FEES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY AND CONFLICTS, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, under its home rule powers and pursuant to §163.31801, *Florida Statutes*, the City of Flagler Beach may impose impact fees to ensure that new development pays for its proportional share of capital facilities required by such new development; and

WHEREAS, the City of Flagler Beach last amended its water and wastewater impact fee program in 2012; and

WHEREAS, the City Commission of the City of Flagler Beach has studied the necessity for and implications of the adoption of an ordinance updating the water and wastewater impact fees and adopting police, fire, library, and parks and recreation impact fees and has retained a professional consulting firm to prepare a study relating to these fees (the “Study”) to determine the proportionate demand that new development generates for additional water, wastewater, police, fire, library, and parks and recreation facilities and improvements; and

WHEREAS, the Study has been presented to and reviewed by the City Commission of the City of Flagler Beach, and it has been determined: (1) water, wastewater, police, fire, library, and parks and recreation impact fees are necessary to offset the costs associated with meeting future demands for the City's water, wastewater, police, fire, library, and parks facilities pursuant to the

30 projections set forth in the Study; (2) that the new impact fees bear a reasonable relationship to
31 the burden imposed upon the City to provide infrastructure and facilities to meet the demand of
32 new City residents; (3) that impact fee revenues will provide a direct benefit to such new City
33 residents reasonably related to the fees assessed; (4) that an essential nexus exists between
34 projected new development and the need for additional facilities and infrastructure to be funded
35 with impact fees and the benefits that accrue to new development paying the fees; (5) that the
36 amount of the impact fees are roughly proportional to the *pro rata* share of the additional
37 facilities and infrastructure needed to serve new development; and

38 **WHEREAS**, §163.31801, *Florida Statutes* requires impact fee increases to be implemented
39 in annual increments as directed by the statute; and

40 **WHEREAS**, Section 163.31801, *Florida Statutes* requires that local governments ensure
41 that collection of an impact fee not be required to occur earlier than the date of issuance of
42 issuance of the building permit for the property that is subject to the fee; and

43 **WHEREAS**, the fees adopted herein are consistent with the maximum increase and phase-
44 in provisions of Section 163.31801, *Florida Statutes*;

45 **WHEREAS**, the decisions of the City Commission as set forth herein are reasonable and
46 prudent steps pertaining to sound growth management which have been taken for the benefit
47 of the citizens of the City, both present and future; and

48 **WHEREAS**, the City is projected to significantly grow in population and further
49 economically develop in the future; and

50 **WHEREAS**, this Ordinance contains an administrative framework to ensure that the
51 benefit of facilities and infrastructure funded with impact fees will accrue proportionately to new
52 development paying the fees; and

53
54 **WHEREAS**, Section 163.3202(3), *Florida Statutes*, encourages the use of innovative
55 land use regulations and impact fees by local governments to manage growth and to provide the
56 necessary public facilities and for the imposition by local governments of impact fees on
57 development to fund the capital cost of facilities necessitated by such development; and

58 **WHEREAS**, requiring future growth to contribute its fair share of the costs necessary to
59 fund required capital improvements and additions is an integral and vital part of the regulatory
60 plan of growth management in the City and is a practice consistent with sound and generally
61 accepted growth management, fiscal and public administration practices and principles; and

62 **WHEREAS**, for clarity and ease of reference all impact fees provisions shall be located in
63 a new Chapter 12 of the Code of Ordinances entitled "Impact Fees" and deletion of the existing
64 provisions related to water and wastewater impact fees contained herein is a relocation of the
65 provisions establishing and regulating those impact fees, not a repeal of said impact fees.

66 Note: Underlined words constitute the new text of the City of Flagler Beach Code of
67 Ordinances, asterisks (***) indicate an omission from the original text of the Code of Ordinances,
68 City of Flagler Beach, which is intended to remain unchanged, and ~~striethrough~~ constitutes
69 deletions from the original Code of Ordinances.

70 **NOW, THEREFORE, BE IT ORDAINED** by the City Commission of the City of Flagler Beach,
71 Florida, as follows:

72 **SECTION 1.** The above recitals, or “Whereas” clauses, are hereby adopted as the City
73 Commission’s legislative findings and are incorporated herein by reference.

74 **SECTION 2.** Chapter 12 of the Flagler Beach Code of Ordinances is hereby created as follows:

75

76 **CHAPTER 12 – IMPACT FEES**

77 **ARTICLE I. ADOPTION OF FEE STUDY AND RATIONAL NEXUS**

78 (a) The city commission hereby adopts by reference the Impact Fee Study
79 dated February 8, 2024 as prepared by Tischler Bise relating to the capital costs of the
80 City of Flagler Beach to meet facilities and infrastructure needs related to the impacts of
81 new development for water, wastewater, police, fire, library parks and recreation, and
82 administrative services.

83 (b) The city commission finds that there is a reasonable connection, or rational
84 nexus, between the need for new or expanded facilities and infrastructure in the city and
85 the growth in population anticipated within the city. In addition, the city commission
86 finds there is a reasonable connection, or rational nexus, between the anticipated
87 expenditures of the police impact fees collected and the benefits accruing to anticipated
88 new development.

89 **ARTICLE II. DEFINITIONS**

90 The following words, terms and phrases, when used in this chapter, shall have
91 the meaning ascribed to them in this section, except where the context clearly
92 indicates a different meaning, or except as otherwise provided.

93 Applicant means any person, developer, builder or entity which requires public
94 services as a result of development for the benefit of itself or a prospective future
95 occupant.

96 Building is any structure, either temporary or permanent, designed or built for
97 the support, enclosure shelter or protection of persons, chattels or property of any
98 kind. This term shall include trailers, mobile homes or any other vehicles serving in any
99 way the function of a building. This term shall not include temporary construction
100 sheds or trailers erected to assist in construction and maintained during the time of a
101 construction.

102 Nonresidential includes all land uses not otherwise specified as residential or
103 exempted as set forth herein. This shall include, but is not limited to day care facilities,
104 residential care facilities, nursing homes, boarding houses, educational facilities,
105 cultural facilities, churches, all commercial uses, all transient lodging and
106 entertainment facilities except those which are temporary in nature, all automotive
107 facilities and/or structures, all miscellaneous business uses and services and all
108 industrial uses.

109 Owner of record means the most recent owner of a parcel of property
110 appearing in the official records of Flagler County, Florida.

111 Residential means multifamily dwelling units, mobile homes, and single-family
112 detached houses.

113 **ARTICLE III. GENERAL TERMS RELATED TO COLLECTION AND ACCOUNTING OF IMPACT FEE**
114 **FUNDS**

115 (a) There are established capital fund accounts for impact fees, to be
116 generally designated as the "Impact Fee Capital Improvement Trust Fund for the
117 Extension of Primary Water Systems," "Impact Fee Capital Improvement Trust Fund for
118 the Extension of Primary Wastewater Systems," "Police Impact Fee Account," "Fire
119 Impact Fee Account," "Library Impact Fee Account, and "Parks and Recreation Impact
120 Fee Account." Each capital fund account for impact fees shall continue to be maintained
121 separate and apart from all other accounts of the city. The monies deposited into the
122 impact fee capital fund accounts shall be used solely for the purposes allowed by Florida
123 Statutes and as set forth in this chapter.

124 (b) Funds on deposit in impact fee accounts established within this article
125 shall not be used for any expenditure that would be classified as an operational
126 expense, a maintenance expense or a repair expense.

127 (c) Any funds on deposit in an impact fee account not immediately
128 necessary for expenditure shall be invested in interest-bearing accounts. Applicants
129 shall not receive a credit for or be entitled to interest from the investment of such
130 funds, except as otherwise required in this chapter.

131 (d) An applicant may request an estimate of impact fees which may be
132 imposed by filing a written request to the city. Any estimate which the city provides is
133 non-binding and may be subject to change when the impact fees become due and
134 payable pursuant to this chapter. Non-binding estimates are for the sole benefit of the
135 prospective applicant and neither bind the city, nor preclude it from making
136 amendments or revisions to any provisions of this chapter. No vested rights, legal

entitlements, or equitable estoppel accrue by reason of a non-binding estimate. A non-binding fee estimate does not constitute a final decision and may not be appealed pursuant to this chapter.

(e) Any person who disagrees with a decision or interpretation of this chapter may appeal to the city manager or designee by filing a written notice of appeal within ten (10) days after the date of the action or decision complained of. The written notice of appeal shall set forth concisely the action or decision appealed as well as the grounds upon which the appeal is based. The city manager or designee shall consider all facts material to the appeal and render a written decision within thirty (30) days of receiving the appeal. Any person who disagrees with the decision of the city manager or designee may appeal to the city commission by filing a written notice of appeal with the city manager's office setting forth concisely the decision appealed within ten (10) days after the date of the city manager's decision. The appeal shall be set for the next available city commission meeting for consideration. The city commission's written decision shall constitute final administrative review

(f) Failure to pay an impact fee when determined by the city that an obligation is required to satisfy the impact of development may result in the amount due becoming a lien against the property. The city shall provide a written notice of the impact fee due by personal service, certified, return receipt requested United States Mail or Federal Express or other equivalent overnight letter delivery company. Upon failure to pay the impact fee within thirty (30) days of the date of the notice, a notice of lien may be served upon the applicant owing impact fees and recorded in official

159 records of Flagler County, Florida. Such lien may be foreclosed in the manner
160 provided by law, and there shall be added to the amount of such lien all costs incident
161 to such proceedings including reasonable attorney's fees

162 (g) If impact fees have not been expended or encumbered by the end of
163 the calendar quarter immediately following ten (10) years from the date the fees were
164 paid, upon application of the fee payer of proof of payment, or proof of the date the
165 development permit was approved by the city and that development was never
166 begun, the fees shall be returned with interest at the rate determined by the city
167 based upon the average interest earning rate incurred by the city in accordance with
168 the following procedure:

169 (1) The present owner must petition the city Commission for the
170 refund within one (1) year following the end of the calendar quarter
171 immediately following ten (10) years from the date on which the fee was
172 received.

173 (2) The petition must be submitted to the city manager and must
174 contain:

175 (i) A notarized sworn statement that the petitioner is the
176 current owner of the property;

177 (ii) A copy of the dated receipt issued for payment of the fee
178 or other document evidencing the date the development was approved
179 by the city, which development was never begun;

180 (iii) A certified copy of the latest recorded deed; and

181 (iv) A copy of the most recent ad valorem tax bill.

182 If reimbursement is approved, the city shall remit to the petitioner within sixty (60)
183 days of approval. In determining whether a petitioner is entitled to a refund, it shall be
184 assumed that impact fees are expended or encumbered in the same order in which
185 they were received (that is, "first in, first out"). No refund shall be made of any
186 administrative fee authorized and collected pursuant to this chapter.

187 (h) Any change in the use of property shall require payment of an impact
188 fee in an amount equal to any increase in density or intensity.

189 (i) All impact fee revenues expended from an impact fee fund shall be used
190 for the purpose of providing growth necessitated capital improvements and acquiring,
191 designing, constructing, extending, expanding, relocating, and/or separating capital
192 facilities and infrastructure determined by the city commission to be necessary to
193 serve new development.

194 (j) The City shall be exempt from impact fee charges.

195 **ARTICLE IV. POTABLE WATER IMPACT FEE**

196 (a) Any applicant who seeks to develop land or make improvements to real
197 property shall pay the following potable water impact fees in the manner and amount
198 established and computed pursuant to this article.

199 (b) Subject to the phase-in of fees pursuant to Section 163.31801, Florida
200 Statutes, as set forth in paragraph (c) below, impact fees charged and collected for
201 potable water shall be as follows:

<u>Meter Size and Type</u>	<u>Capacity Ratio</u>	<u>Total Impact Fee to be Collected after Phase-In¹</u>	<u>Existing Impact Fee at Time of Adoption²</u>	<u>Increase Over Existing</u>
<u>0.75 Displacement</u>	<u>1.00</u>	<u>\$3,007</u>	<u>\$2,509</u>	<u>\$498</u>
<u>1.00 Displacement</u>	<u>1.67</u>	<u>\$5,022</u>	<u>\$4,190</u>	<u>\$832</u>
<u>1.50 Displacement</u>	<u>3.33</u>	<u>\$10,015</u>	<u>\$8,356</u>	<u>\$1,659</u>
<u>2.00 Displacement</u>	<u>5.33</u>	<u>\$16,029</u>	<u>\$13,374</u>	<u>\$2,655</u>
<u>3.00 Singlejet</u>	<u>10.67</u>	<u>\$32,089</u>	<u>\$26,773</u>	<u>\$5,316</u>
<u>3.00 Compound</u>	<u>10.67</u>	<u>\$32,089</u>	<u>\$26,773</u>	<u>\$5,316</u>
<u>3.00 Turbine</u>	<u>11.67</u>	<u>\$35,096</u>	<u>\$29,282</u>	<u>\$5,814</u>
<u>4.00 Singlejet</u>	<u>16.67</u>	<u>\$50,133</u>	<u>\$41,828</u>	<u>\$8,305</u>
<u>4.00 Compound</u>	<u>16.67</u>	<u>\$50,133</u>	<u>\$41,828</u>	<u>\$8,305</u>
<u>4.00 Turbine</u>	<u>21.00</u>	<u>\$63,155</u>	<u>\$52,693</u>	<u>\$10,462</u>
<u>6.00 Singlejet</u>	<u>33.33</u>	<u>\$100,236</u>	<u>\$83,631</u>	<u>\$16,604</u>
<u>6.00 Compound</u>	<u>33.33</u>	<u>\$100,236</u>	<u>\$83,631</u>	<u>\$16,604</u>
<u>6.00 Turbine</u>	<u>43.33</u>	<u>\$130,310</u>	<u>\$108,723</u>	<u>\$21,586</u>
<u>8.00 Compound</u>	<u>53.33</u>	<u>\$160,383</u>	<u>\$62,396</u>	<u>\$31,198</u>
<u>8.00 Turbine</u>	<u>93.33</u>	<u>\$163,794</u>	<u>\$133,815</u>	<u>\$26,568</u>
<u>10.00 Turbine</u>	<u>140.00</u>	<u>\$421,032</u>	<u>\$351,287</u>	<u>\$69,746</u>

¹ AWWA Manual of Water Supply Practices M-1, 7th Ed.

² Base meter fee is the current water fee and then is scaled up using the proposed meter capacity ratio

<u>12.00 Turbine</u>	<u>176.67</u>	<u>\$531,313</u>	<u>\$443,299</u>	<u>\$88,014</u>
----------------------	---------------	------------------	------------------	-----------------

(c) Implementation of the increased fees provided herein shall be phased in over two equal installments. During the twelve month period beginning August 1, 2024, the impact fee to be collected shall be the Existing Impact Fee at Time of Adoption amount plus one-half (1/2) of the Increase Over Existing amount. During the twelve month period beginning August 1, 2025, the impact fee to be collected shall be the Total Impact Fee to be Collected after Phase-In.

ARTICLE V. WASTEWATER IMPACT FEE

(a) Any applicant who seeks to develop land or make improvements to real property shall pay the following wastewater impact fees in the manner and amount established and computed pursuant to this article.

(b) Subject to the phase-in of fees pursuant to Section 163.31801, Florida Statutes, as set forth in paragraph (c) below, impact fees charged and collected for wastewater shall be as follows:

<u>Meter Size and</u> <u>Type</u>	<u>Capacity Ratio</u>	<u>Total Impact</u> <u>Fee to be</u> <u>Collected after</u> <u>Phase-In³</u>	<u>Existing</u> <u>Impact Fee</u> <u>at Time of</u> <u>Adoption⁴</u>	<u>Increase Over</u> <u>Existing</u>
--	-----------------------	--	--	---

³ AWWA Manual of Water Supply Practices M-1, 7th Ed.
⁴ Base meter fee is the current sewer fee and then is scaled up using the proposed meter capacity ratio

<u>0.75 Displacement</u>	<u>1.00</u>	<u>\$3,806</u>	<u>\$3,083</u>	<u>\$723</u>
<u>1.00 Displacement</u>	<u>1.67</u>	<u>\$6,356</u>	<u>\$5,148</u>	<u>\$1,208</u>
<u>1.50 Displacement</u>	<u>3.33</u>	<u>\$12,673</u>	<u>\$10,265</u>	<u>\$2,408</u>
<u>2.00 Displacement</u>	<u>5.33</u>	<u>\$20,284</u>	<u>\$16,430</u>	<u>\$3,855</u>
<u>3.00 Singlejet</u>	<u>10.67</u>	<u>\$40,607</u>	<u>\$32,890</u>	<u>\$7,717</u>
<u>3.00 Compound</u>	<u>10.67</u>	<u>\$40,607</u>	<u>\$32,890</u>	<u>\$7,717</u>
<u>3.00 Turbine</u>	<u>11.67</u>	<u>\$44,412</u>	<u>\$35,973</u>	<u>\$8,440</u>
<u>4.00 Singlejet</u>	<u>16.67</u>	<u>\$63,441</u>	<u>\$51,385</u>	<u>\$12,056</u>
<u>4.00 Compound</u>	<u>16.67</u>	<u>\$63,441</u>	<u>\$51,385</u>	<u>\$12,056</u>
<u>4.00 Turbine</u>	<u>21.00</u>	<u>\$79,920</u>	<u>\$64,733</u>	<u>\$15,187</u>
<u>6.00 Singlejet</u>	<u>33.33</u>	<u>\$126,844</u>	<u>\$102,740</u>	<u>\$24,104</u>
<u>6.00 Compound</u>	<u>33.33</u>	<u>\$126,844</u>	<u>\$102,740</u>	<u>\$24,104</u>
<u>6.00 Turbine</u>	<u>43.33</u>	<u>\$164,901</u>	<u>\$133,565</u>	<u>\$31,336</u>
<u>8.00 Compound</u>	<u>53.33</u>	<u>\$202,958</u>	<u>\$202,958</u>	<u>\$38,568</u>
<u>8.00 Turbine</u>	<u>93.33</u>	<u>\$355,186</u>	<u>\$287,690</u>	<u>\$67,496</u>
<u>10.00 Turbine</u>	<u>140.00</u>	<u>\$532,798</u>	<u>\$431,550</u>	<u>\$101,248</u>
<u>12.00 Turbine</u>	<u>176.67</u>	<u>\$672,353</u>	<u>\$544,585</u>	<u>\$127,767</u>

(c) Implementation of the increased fees provided herein shall be phased in over four equal installments. During the twelve month period beginning August 1, 2024, the impact fee to be collected shall be the Existing Impact Fee at Time of Adoption amount plus one-half (1/2) of the Increase Over Existing amount. During the twelve month period

beginning August 1, 2025, the impact fee to be collected shall be the Total Impact Fee to be Collected after Phase-In.

ARTICLE VI. POLICE IMPACT FEE

(a) Any applicant who seeks to develop land or make improvements to real property shall pay the following police impact fees in the manner and amount established and computed pursuant to this article.

(b) Beginning August 1, 2024, the police impact fee to be charged and collected shall be as follows:

<u>Residential Fee per Unit</u>	
<u>Square Footage</u>	<u>Impact Fee to be Collected</u>
<u>1,100 or less</u>	<u>\$455</u>
<u>1,101 to 1,500</u>	<u>\$717</u>
<u>1,501 to 2,000</u>	<u>\$905</u>
<u>2,001 to 2,500</u>	<u>\$1,054</u>
<u>2,501 to 3,000</u>	<u>\$1,176</u>
<u>3,001 to 3,500</u>	<u>\$1,281</u>
<u>3,501 or more</u>	<u>\$1,373</u>

<u>Nonresidential Fee per 1,000 Square Feet</u>	
<u>Development Type</u>	<u>Impact Fee to be Collected</u>

<u>Industrial</u>	<u>\$381</u>
<u>Commercial</u>	<u>\$1,911</u>
<u>Office & Other Services</u>	<u>\$848</u>
<u>Institutional</u>	<u>\$1,166</u>

231

232 **ARTICLE VII. FIRE IMPACT FEE**

233

234

235

236

237

(a) Any applicant who seeks to develop land or make improvements to real property shall pay the following fire impact fees in the manner and amount established and computed pursuant to this article.

(b) Beginning August 1, 2024, the fire impact fee to be charged and collected shall be as follows:

<u>Residential Fee per Unit</u>	
<u>Square Footage</u>	<u>Impact Fee to be Collected</u>
<u>1,100 or less</u>	<u>\$538</u>
<u>1,101 to 1,500</u>	<u>\$849</u>
<u>1,501 to 2,000</u>	<u>\$1,071</u>
<u>2,001 to 2,500</u>	<u>\$1,247</u>
<u>2,501 to 3,000</u>	<u>\$1,392</u>
<u>3,001 to 3,500</u>	<u>\$1,516</u>
<u>3,501 or more</u>	<u>\$1,625</u>

238

<u>Nonresidential Fee per 1,000 Square Feet</u>	
<u>Development Type</u>	<u>Impact Fee to be Collected</u>
<u>Industrial</u>	<u>\$451</u>
<u>Commercial</u>	<u>\$2.261</u>
<u>Office & Other Services</u>	<u>\$1,003</u>
<u>Institutional</u>	<u>\$1,380</u>

239

240 **ARTICLE VIII. LIBRARY IMPACT FEE**

241

242

243

244

245

(a) Any applicant who seeks to develop land or make improvements to real property for residential development shall pay the following library impact fees in the manner and amount established and computed pursuant to this article.

(b) Beginning August 1, 2024, the library impact fee to be charged and collected shall be as follows:

<u>Residential Fee per Unit</u>	
<u>Square Footage</u>	<u>Impact Fee to be Collected</u>
<u>1,100 or less</u>	<u>\$123</u>
<u>1,101 to 1,500</u>	<u>\$193</u>
<u>1,501 to 2,000</u>	<u>\$244</u>
<u>2,001 to 2,500</u>	<u>\$284</u>
<u>2,501 to 3,000</u>	<u>\$317</u>

<u>3,001 to 3,500</u>	<u>\$345</u>
<u>3,501 or more</u>	<u>\$370</u>

ARTICLE IX. PARKS AND RECREATION IMPACT FEE

(a) Any applicant who seeks to develop land or make improvements to real property for residential development shall pay the following parks and recreation impact fees in the manner and amount established and computed pursuant to this article.

(b) Beginning August 1, 2024, the parks and recreation impact fee to be charged and collected shall be as follows:

<u>Residential Fee per Unit</u>	
<u>Square Footage</u>	<u>Impact Fee to be Collected</u>
<u>1,100 or less</u>	<u>\$539</u>
<u>1,101 to 1,500</u>	<u>\$850</u>
<u>1,501 to 2,000</u>	<u>\$1,073</u>
<u>2,001 to 2,500</u>	<u>\$1,250</u>
<u>2,501 to 3,000</u>	<u>\$1,395</u>
<u>3,001 to 3,500</u>	<u>\$1,519</u>
<u>3,501 or more</u>	<u>\$1,628</u>

ARTICLE X. ADMINISTRATIVE FEE

255 Beginning August 1, 2024, the administrative fee charged and collected for new
256 development shall be as follows:

<u>Residential Fee per Unit</u>	
<u>Square Footage</u>	<u>Administrative Charge</u>
<u>1,100 or less</u>	<u>\$3</u>
<u>1,101 to 1,500</u>	<u>\$5</u>
<u>1,501 to 2,000</u>	<u>\$6</u>
<u>2,001 to 2,500</u>	<u>\$7</u>
<u>2,501 to 3,000</u>	<u>\$8</u>
<u>3,001 to 3,500</u>	<u>\$8</u>
<u>3,501 or more</u>	<u>\$9</u>

257

<u>Nonresidential Fee per 1,000 Square Feet</u>	
<u>Development Type</u>	<u>Administrative Charge</u>
<u>Industrial</u>	<u>\$4</u>
<u>Commercial</u>	<u>\$6</u>
<u>Office & Other Services</u>	<u>\$9</u>
<u>Institutional</u>	<u>\$8</u>

258

259 **SECTION 3.** Appendix “A,” “Land Development Regulations” of the City of Flagler Beach, Code
260 of Ordinances is amended by deleting existing Sections 5.03.87 through 5.03.93 which is being
261 replaced by portions of the new language in Section 2, above.

~~Sec. 5.03.87. Impact Fee.~~

~~Sec. 5.03.88. Definitions.~~

~~The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:~~

~~Combination accounts. Accounts that contain both residential and commercial facilities served through a common meter may be treated as nonresidential.~~

~~Equivalent living unit. The following is a definition of equivalent living unit (E.L.U.)~~

~~(1) Residential Single family. Each single family residence served by the city through a single sewer service and/or water meter shall be one (1) equivalent living unit.~~

~~(2) Residential Rooms, combinations of rooms, etc. Each residential room, combination of rooms, apartment, or prepared mobile home space, that includes connection points for sewer and/or water service that is owner occupied, offered separately for rent as a rental unit, or vacant, shall be one (1) equivalent living unit.~~

~~(3) Nonresidential, commercial and industrial. For nonresidential uses not specifically defined elsewhere in this article, the number of equivalent living units shall be computed by the building official using the fixture unit count as defined in the following table:~~

Fixture Units	E.L.U.	Fixture Units	E.L.U.
1 15	1	241 340	8
16 30	2	341 480	9
31 60	3	481 620	10

61 80	4	621 800	11
81 100	5	801 1000	12
101 160	6	1001 1300	13
161 240	7	1301 1650	14

279

280 For each additional increment of seven hundred fifty (750) fixture units, add one (1) E.L.U.

281 ~~Expansion of an existing connection. If a building permit is issued for an existing~~

282 ~~connection which will increase water or sewer demand, or if a building changes from~~

283 ~~residential to nonresidential occupancy, the total number of E.L.U.'s for the old and new~~

284 ~~parts of the facility shall be computed as outlined in the definition of "equivalent living~~

285 ~~unit." The number of new E.L.U.'s shall be determined by subtracting the old E.L.U.'s from~~

286 ~~the total number of E.L.U.'s in the entire facility. The impact fee will be assessed on the~~

287 ~~number of new E.L.U.'s. As an example, if an existing building contained one hundred fifty~~

288 ~~(150) fixture units and it was expanded to three hundred (300) fixture units, the impact~~

289 ~~fee would equal (8 E.L.U.'s ~~6 E.L.U.'s~~) or 2 E.L.U.'s.~~

290 ~~Sanitary sewer facilities. A sanitary sewer system includes two (2) broad categories or~~

291 ~~subsystems, which are:~~

292 ~~(1) Primary systems:~~

293 ~~a. Plant facilities:~~

294 ~~i. Treatment plants;~~

295 ~~ii. Effluent disposal facilities.~~

296 ~~b. Transmission facilities:~~

297 i. ~~Master pump stations;~~

298 ii. ~~Force mains;~~

299 iii. ~~Interceptors.~~

300 (2) ~~Secondary or local collection systems:~~

301 a. ~~House laterals;~~

302 b. ~~Eight-inch or smaller collector sewers;~~

303 c. ~~Lift stations;~~

304 d. ~~Low pressure sewer mains;~~

305 e. ~~Eight-inch or smaller force mains.~~

306 ~~Water facilities. A water facility system includes two (2) broad categories or subsystems,~~
 307 ~~which are:~~

308 (1) ~~Primary systems:~~

309 a. ~~Plant facilities:~~

310 i. ~~Wells and well pumps;~~

311 ii. ~~Raw water mains;~~

312 iii. ~~Treatment plans;~~

313 b. ~~Transmission facilities:~~

314 i. ~~High service pumps;~~

315 ii. ~~Storage and re-pumping;~~

316 iii. ~~Transmission mains.~~

317 ~~Cross reference(s) — General definitions, § 1-2.~~

318 ~~Sec. 5.03.89. Purpose.~~

319 ~~(a) This article is to establish procedures to facilitate the orderly expansion of the~~
320 ~~city's water supply system and wastewater treatment system.~~

321 ~~(b) In order to fund primary capital improvements, several combined methods of~~
322 ~~financing will be necessary, one (1) of which is an impact fee defined as "a new building's~~
323 ~~contribution toward its equitable share of the cost of capital improvements required to~~
324 ~~serve new users."~~

325 ~~(c) All secondary facilities shall be provided by the customer or developer in~~
326 ~~accordance with the Uniform Extension Policy to facilitate the orderly expansion of this~~
327 ~~portion of the water and sewer systems.~~

328 ~~Sec. 5.03.90. Reserved.~~

329 ~~Sec. 5.03.91. Fee schedule.~~

330 ~~(a) There is hereby imposed an impact fee based on the city commission's~~
331 ~~determination of the equitable portion of the system upon the equivalent living unit~~
332 ~~responsible for the need for additional system financing.~~

333 ~~(b) The fee for each equivalent living unit connected to the system shall be as follows:~~

334 ~~(1) Water impact fee for primary systems:~~

Plant facilities	\$ 320.00
Transmission facilities	—850.00
—Total	—1,170.00

335

336 ~~(2) Sewer impact fee for primary systems:~~

Plant facilities	\$ 725.00
Transmission facilities	— 515.00
— Total	— 1,240.00

~~(c) — Each additional equivalent living unit occasioned by changes in property usage subsequent to the effective date of this section shall be subject to an additional impact fee computed in accordance with the foregoing criteria.~~

~~(d) — There shall be an annual adjustment of rates as set forth in Ordinance No. 2000-08 [2000-28], such adjustment shall be calculated by using the annual indexing factor based on the Engineering News Record (ENR) Construction Cost Index. The resulting fee will become effective each October 1, starting October 1, 2002, and will be valid for the new fiscal year.~~

~~Sec. 5.03.92. Imposing fee; when payable; penalty for nonpayment~~

~~(a) — The fee in Section 5.03.91 shall be imposed on every equivalent living unit connected to the water or sewer system whether those units are new or existing as follows:~~

~~(1) — On every new connection or addition to the water or sewer system where the building permit was issued on October 5, 1979, and subsequent thereto;~~

~~(2) — On every equivalent living unit connecting to the water or sewer system as it existed on October 5, 1979 (excepting there from any equivalent living unit for which a building permit was issued prior to October 5, 1979);~~

~~(3) — On every equivalent living unit connecting to the water or sewer system and not having obtained final building inspection as of September 25, 1980.~~

~~(b) — The fee in Section 5.03.91 shall be imposed on every equivalent living unit constructed or connected in areas served by the existing sewer or water system as well as in those areas that will be on an extension of the local collection and distribution system as well as those areas where the local facilities have been installed by the developer.~~

~~(c) — Except as otherwise provided in this article, impact fees shall be due and payable as follows:~~

~~(1) — In full, upon application for the building permit;~~

~~(2) — If building permit has already been issued, the fees shall be paid within six (6) months from the date the permit was issued or upon request for final inspection by the building official, whichever occurs sooner;~~

~~(3) — Regardless of method or time of payment, no final inspection shall be made or approved, nor shall a certificate of occupancy be issued until all such fees are paid in full;~~

~~(4) — All deferred impact fee payments and all delinquent impact fees shall bear interest at the rate of four point seven five (4.75) percent per annum, compounded monthly from the effective date of this section or from the date due, whichever occurs later.~~

~~(d) — For those equivalent residential units that:~~

~~(1) — Obtained a building permit on October 5, 1979 and thereafter, and have obtained a final building inspection as of October 23, 1980;~~

~~(2) Are existing structures in areas that will be on future extensions of the local collection and distribution system, a deferred payment plan, known as monthly payback, is hereby established as follows:~~

~~a. For each water and sewer connection, the city shall receive thirty five dollars and seventy nine cents (\$35.79) per month. This is in addition to all other rates and fees. This fee shall be paid every month until the balance of the fee has been paid. In addition, all "monthly payback" accounts open on each May 1, commencing May 1, 1981, shall be assessed a service fee of twenty five dollars (\$25.00) in order to defray the administrative expense of the monthly payback system. The owner of the E.L.U. can pay the remaining amount due on the account at any time during the payback period;~~

~~b. For each water connection, the city shall receive seventeen dollars and seventy six cents (\$17.76) per month. This is in addition to all other rates and fees. This fee shall be paid every month until the balance of the fee has been paid. In addition, all "monthly payback" accounts open on each May 1, commencing May 1, 1981, shall be assessed a service fee of twenty five dollars (\$25.00) in order to defray the administrative expense of the monthly payback system. The owner of the E.L.U. can pay during the payback period;~~

~~c. For each sewer connection, the city shall receive eighteen dollars and three cents (\$18.03) per month. This is in addition to all other rates and fees. This fee shall be paid every month until the balance of the fee has been paid. In addition, all "monthly payback" accounts open on each May 1, commencing May 1, 1981, shall be assessed a service fee~~

~~of twenty-five dollars (\$25.00) in order to defray the administrative expense of the monthly payback system. The owner of the E.L.U. can pay during the payback period; d. The monthly payback and service fee will be added to the monthly water and sewer bill for the unit and will be the owner's responsibility to ensure payment whether or not the unit is owner or tenant occupied.~~

~~(e) Nonpayment of the impact fee including the monthly pay back where applicable shall be grounds for discontinuing service.~~

~~(f) The impact fee is comprised of two (2) separate fees, i.e., water and sewer. In areas where only one (1) of these services is available, the applicable fee for the other service or for both services if neither was available at the time of construction will be imposed when service is made available.~~

~~Sec. 5.03.93. Liens.~~

~~All charges due under this article shall be the obligation of the record owner of the equivalent residential unit, irrespective of actual occupancy, and shall constitute a lien against the property until paid. Notice of such lien need not be recorded in the official records of the county in order to be effective, but the city may cause such a notice to be recorded. If such charges are not promptly paid when due, such lien may be foreclosed in the manner provided by law, and there shall be added to the amount of such lien all costs incident to such proceedings including reasonable attorney's fees.~~

SECTION 4. The City Clerk is directed to post notice on the City's website informing interested parties of this ordinance and the new and increased impact fees contemplated herein.

418 **SECTION 5.** Codification. It is the intent of the City Commission of the City of Flagler Beach that
419 the provisions of Section 2 of this Ordinance shall be codified. The codifier is granted broad and
420 liberal authority in renumbering and codifying the provisions of Section 2 of this Ordinance;
421 article and section numbers assigned throughout are suggested by the City.

422 **SECTION 6.** Severability. If any section, sentence, phrase, word or portion of this Ordinance is
423 determined to be invalid, unlawful or unconstitutional, said determination shall not be held to
424 invalidate or impair the validity, force or effect of any other section, sentence, phrase, word or
425 portion of this Ordinance not otherwise determined to be invalid, unlawful or unconstitutional.

426 **SECTION 7.** Conflicts. In any case where a provision of this Ordinance is found to be in conflict
427 with a provision of any other existing ordinance of this City, the provision which establishes the
428 higher standards for the promotion and protection of the health and safety of the people shall
429 prevail.

430 **SECTION 8.** Effective Date. **This Ordinance shall become effective on October 1, 2024,** which
431 date is more than ninety (90) days from the date of adoption of this Ordinance, pursuant to the
432 requirements of §163.31801, Florida Statutes.

433
434 **PASSED AND ADOPTED** this ____ day of _____, 2024, by the City Commission of the
435 City of Flagler Beach, Florida.

436
437
438
439 _____
440 Patti King, Mayor

441
442 ATTEST:

443
444 By: _____
445 Penny Overstreet, City Clerk

**Exhibit A Ordinance
2024-04
Impact Fee Study**

**Prepared for:
Flagler Beach, Florida**

February 8, 2024



**4701 Sangamore Road
Suite 5240
Bethesda, MD 20816
301.320.6900
www.TischlerBise.com**

[PAGE INTENTIONALLY LEFT BLANK]

TABLE OF CONTENTS

EXECUTIVE SUMMARY..... 1

 Florida Impact Fee Enabling Legislation 1

 Conceptual Development Fee Calculation 2

 General Methodologies..... 3

 Evaluation of Credits 4

 Impact Fee Components 4

 Maximum Supportable Impact Fees 5

POLICE IMPACT FEES 6

 Methodology 6

 Service Area..... 6

 Proportionate Share 7

 Demand Units 7

 Level-of-Service Analysis 8

 Police Facilities - Incremental Expansion 8

 Police Vehicles - Incremental Expansion 10

 Projected Demand for Police Infrastructure 11

 Police Facilities - Incremental Expansion 11

 Police Vehicles - Incremental Expansion 12

 Credits 13

 Police Impact Fees 13

 Police Impact Fee Revenue 14

FIRE IMPACT FEES 15

 Methodology 15

 Service Area..... 15

 Proportionate Share 16

 Demand Units 16

 Level-of-Service Analysis 17

 Fire Facilities - Incremental Expansion 17

 Fire Apparatus - Incremental Expansion 19

 Projected Demand for Fire Infrastructure 20

 Fire Facilities - Incremental Expansion 20

 Fire Apparatus - Incremental Expansion 21

 Credits 22

 Fire Impact Fees 22

 Fire Impact Fee Revenue 23

PARK AND RECREATION IMPACT FEES 24

 Methodology 24

 Service Area..... 24

 Proportionate Share 24

 Demand Units 25

 Level-of-Service Analysis 26

 Park Amenities - Incremental Expansion 26

 Projected Demand for Park and Recreation Infrastructure 27

 Park Amenities - Incremental Expansion 27

 Credits 28

DRAFT Impact Fee Study
Flagler Beach, Florida

Park and Recreation Impact Fees	28
Park and Recreation Impact Fee Revenue	29
LIBRARY IMPACT FEES	30
Methodology	30
Service Area	30
Proportionate Share	30
Demand Units	31
Level-of-Service Analysis	32
Library Facilities - Incremental Expansion	32
Projected Demand for Library Infrastructure	33
Library Facilities - Incremental Expansion	33
Credits	34
Library Impact Fees	34
Library Impact Fee Revenue	35
WATER IMPACT FEES	36
Methodology	36
Proportionate Share and Demand Units	36
Water Impact Fee Components	38
Treatment Plant Investment Buy-In	38
Planned Well Upgrades	39
Planned Water Storage Upgrades	39
Planned Water Transmission Upgrades	39
Maximum Allowable Water Impact fees	40
WASTEWATER IMPACT FEES	41
Methodology	41
Proportionate Share and Demand Units	41
Wastewater Impact Fee Components	43
Planned Wastewater System Upgrades	43
Maximum Allowable Wastewater Impact fees	44
ADMINISTRATIVE CHARGE	45
APPENDIX A: LAND USE DEFINITIONS	46
Residential Development	46
Non residential Development	47
APPENDIX B: LAND USE ASSUMPTIONS	48
Summary of Growth Indicators	49
Residential Development	50
Housing Unit Size	50
Persons by Bedroom Range	50
Persons by Square Feet of Living Area	51
Seasonal Households	53
Residential Estimates	53
Residential Projections	54
Nonresidential Development	55
Nonresidential Demand Units	55
Nonresidential Estimates	55
Nonresidential Projections	57
Average Weekday Vehicle Trips	57

DRAFT Impact Fee Study
Flagler Beach, Florida

Nonresidential Demand Units	57
Trip Rate Adjustments	58
Adjustment for Pass-By Trips	58
Average Weekday Vehicle Trips	58
Development Projections	60

EXECUTIVE SUMMARY

Flagler Beach, Florida, contracted with TischlerBise to update its impact fees pursuant to Florida Statutes § 163.31801. Cities in Florida may assess impact fees to offset infrastructure costs necessitated by future growth. Impact fees are one-time payments used to construct system improvements needed to accommodate future development. The fee represents future development's proportionate share of infrastructure costs. Impact fees may be used for infrastructure improvements or debt service for growth-related infrastructure. In contrast to general taxes, impact fees may not be used for operations, maintenance, replacement, or correcting existing deficiencies.

FLORIDA IMPACT FEE ENABLING LEGISLATION

The authority for Florida counties to adopt and collect impact fees to offset the demands future development creates for new infrastructure is well established. *St. Johns County v. Northeast Florida Builders Association* (583 So. 2d 635, 638 Fla. 1991) states, "The use of impact fees has become an accepted method of paying for public improvements that must be constructed to serve new growth."¹ State statutes specifically "encourage the use of innovative land development regulations which include provisions such as [...] impact fees," and Florida courts have upheld local government's authority to adopt fees under general home rule and police power theories.²

In 2006, the Florida legislature passed the "Florida Impact Fee Act," which recognized impact fees as "an outgrowth of the home rule power of a local government to provide certain services within its jurisdiction." § 163.31801(2), Fla. Stat. The statute - concerned mostly with procedural and methodological limitations - did not expressly allow or disallow any particular public facility type from being funded with impact fees. The Act did specify procedural and methodological prerequisites, most of which were common to the practice already. Subsequent amendments to the Act, in 2009, removed prior notice requirements for impact fee reductions (but not increases) and purported to elevate the standard of judicial review. Under Florida law, impact fees must comply with the "dual rational nexus" test, which requires "a reasonable connection, or rational nexus, between the need for additional capital facilities and the growth in service units generated by new development. In addition, the government must show a reasonable connection, or rational nexus, between the expenditures of the funds collected and the benefits accruing to the subdivision," *St. Johns County*, 583 So.2d at 637 (quoting *Hollywood, Inc.* 431 So. 2d at 611-12). Impact fee calculation studies, generally speaking, establish the pro rata, or proportionate, "need" for new infrastructure and implementing ordinances to ensure that new growth paying the fees receive a pro rata "benefit" from their expenditure.

In the most recent amendments to the Florida Impact Fee Act, House Bill 750 (2021) specified that impact fees can only be used for fixed capital expenditures, revised requirements for crediting contributions against the collection of impact fees, and restricted impact fee increases. Among the increase restrictions, an adopted increase of 25 percent or less must be phased over two years; increases between 25-50 percent must be phased over four years; no increase can exceed 50 percent; and impact fees cannot be

¹Citing *Home Builders & Contractors Association v. Palm Beach City.*, 446 So.2d 140 (Fla. 4th DCA 1984); *Hollywood, Inc. v. Broward County*, 431 So.2d 606 (Fla. 4th DCA 1983).

²See §163.3202(3), Fla. Stat.; see also *Home Builders & Contractors Association*, 446 So.2d 140.

increased more than once every four years. The restrictions can be bypassed if the jurisdiction complies with the impact fee rational nexus test; can demonstrate extraordinary circumstances; and the jurisdiction hold two publicly noticed workshops the need to exceed the limitations; and the increase is approved by no less than two-thirds vote of the governing body.

Flagler Beach is updating its impact fees related to police, fire, park and recreation, libraries, water, and wastewater in order to fund capital facilities needed to meet the demand created by future development. The need for these services, and the infrastructure necessary to provide them, is driven by development; therefore, as vacant lands within Flagler Beach develop, or as existing uses expand, the demand imposed upon Flagler Beach for additional capital facilities increases proportionately.

The need for additional capacity for future development is further shown through an established level-of-service standard and Flagler Beach's existing capital improvement plan. *Hollywood, Inc.*, 431 So.2d at 611 (holding that a plan for providing facilities at a reasonable level of service demonstrates "a reasonable connection between the need for additional park facilities and the growth in population"). Capital facilities necessary to provide this infrastructure have been provided by Flagler Beach to date; however, Flagler Beach will need to provide new residents and visitors with the same levels of service. The expenditures required to maintain existing levels of service are not necessitated by existing development, but rather by future development.

Furthermore, through the implementation of Flagler Beach's capital improvement plans, future development paying impact fees will receive a pro rata benefit from new facilities built with those fees. In addition, Flagler Beach's impact fee ordinance, including any amendments necessary to implement the fees recommended in this study, earmarks impact fees solely for capital facilities necessary to accommodate future development.

Finally, there are several steps Flagler Beach will take to ensure ongoing compliance with applicable Florida laws related to impact fees. First, it will continue to update and implement plans for expending impact fee revenues on the types of facilities TischlerBise has used to develop the fees in this study. In Florida, this is typically satisfied through the Capital Improvement Plan (CIP) and Capital Improvements Element (CIE) framework. Also, Flagler Beach will update its existing impact fee ordinance to ensure compliance with the approach used here and any developments in statutory and case law since Flagler Beach's fees were last updated. This update will address, among other things, earmarking of impact fee revenues, limitations on the use of revenues, revisions related to developer credits, and ongoing compliance with other city and state law requirements.

CONCEPTUAL DEVELOPMENT FEE CALCULATION

In contrast to project-level improvements, impact fees fund growth-related infrastructure that will benefit multiple development projects, or the entire service area (usually referred to as system improvements). The first step is to determine an appropriate demand indicator for the particular type of infrastructure. The demand indicator measures the number of service units for each unit of development. For example, an appropriate indicator of the demand for parks is population growth and the increase in population can be estimated from the average number of persons per housing unit. The second step in the impact fee formula is to determine infrastructure improvement units per service unit, typically called level-of-service

(LOS) standards. In keeping with the park example, a common LOS standard is improved park acres per person. The third step in the impact fee formula is the cost of various infrastructure units. To complete the park example, this part of the formula would establish a cost per acre for land acquisition and/or park improvements.

GENERAL METHODOLOGIES

Impact fees for the capital improvements made necessary by new development must be based on the same level of service provided to existing development in the service area. There are three basic methodologies used to calculate impact fees that examine the past, present, and future status of infrastructure. The objective of evaluating these different methodologies is to determine the best measure of the demand created by new development for additional infrastructure capacity. Each methodology has advantages and disadvantages in a particular situation and can be used simultaneously for different capital improvements.

Reduced to its simplest terms, the process of calculating impact fees involves two main steps: (1) determining the cost of development-related capital improvements and (2) allocating those costs equitably to various types of development. In practice, though, the calculation of impact fees can become quite complicated because of the many variables involved in defining the relationship between development and the need for facilities within the designated service area. The following paragraphs discuss basic methodologies for calculating impact fees and how those methodologies can be applied.

- **Cost Recovery** (past improvements) - The rationale for recoupment, often called cost recovery, is that new development is paying for its share of the useful life and remaining capacity of facilities already built, or land already purchased, from which new development will benefit. This methodology is often used for utility systems that must provide adequate capacity before new development can take place.
- **Incremental Expansion** (concurrent improvements) - The incremental expansion methodology documents current LOS standards for each type of public facility, using both quantitative and qualitative measures. This approach assumes there are no existing infrastructure deficiencies or surplus capacity in infrastructure. New development is only paying its proportionate share for growth-related infrastructure. Revenue will be used to expand or provide additional facilities, as needed, to accommodate new development. An incremental expansion methodology is best suited for public facilities that will be expanded in regular increments to keep pace with development.
- **Plan-Based** (future improvements) - The plan-based methodology allocates costs for a specified set of improvements to a specified amount of development. Improvements are typically identified in a long-range facility plan and development potential is identified by a land use plan. There are two basic options for determining the cost per demand unit: (1) total cost of a public facility can be divided by total demand units (average cost), or (2) the growth-share of the public facility cost can be divided by the net increase in demand units over the planning timeframe (marginal cost).

Evaluation of Credits

Regardless of the methodology, a consideration of credits is integral to the development of a legally defensible impact fee. There are two types of credits that should be addressed in impact fee studies and ordinances. The first is a revenue credit due to possible double payment situations, which could occur when other revenues may contribute to the capital costs of infrastructure covered by the impact fee. This type of credit is integrated into the fee calculation, thus reducing the fee amount. The second is a site-specific credit or developer reimbursement for dedication of land or construction of system improvements. This type of credit is addressed in the administration and implementation of the impact fee program. For ease of administration, TischlerBise normally recommends developer reimbursements for system improvements.

IMPACT FEE COMPONENTS

Figure 1 summarizes service areas, methodologies, and infrastructure components for each fee category. There is a single, citywide service area for all impact fees.

Figure 1: Proposed Impact Fee Service Areas, Methodologies, and Cost Components

Category	Service Area	Methodology	Infrastructure Component	Planned	Cost Component
Library	Citywide	N/A	Facilities	N/A	Population
Parks and Recreation	Citywide	N/A	Amenities	N/A	Population
Police Services	Citywide	N/A	Facilities, Vehicles	N/A	Population, Vehicle Trips
Fire	Citywide	N/A	Facilities, Vehicles	N/A	Population, Vehicle Trips
Water	Citywide	Treatment Plant	N/A	Wells, Storage, Transmission	EDU
Wastewater	Citywide	N/A	N/A	System Upgrades	EDU
Administrative Charge	Citywide	N/A	N/A	Administrative Costs	Population, Jobs

MAXIMUM SUPPORTABLE IMPACT FEES

Impact fees for residential development will be assessed per dwelling unit, based on the size of the unit, and nonresidential fees will be assessed per 1,000 square feet of floor area, based on the land use. Water and Wastewater fees will be assessed based on meter size. Flagler Beach may adopt fees that are less than the proposed fees shown below; however, a reduction in impact fee revenue will necessitate an increase in other revenues, a decrease in planned capital improvements, and/or a decrease in Flagler Beach's LOS standards. All costs in the Impact Fee Study are in current dollars with no assumed inflation rate over time.

Figure 2: Maximum Supportable Impact Fees

Residential Fees per Unit						
Dwelling Unit Type	Water	Sanitary Sewer	Storm	Police	Fire	Total
1,100 or less	\$123	\$539	\$538	\$455	\$3	\$1,658
1,101 to 1,500	\$193	\$850	\$849	\$717	\$5	\$2,614
1,501 to 2,000	\$244	\$1,073	\$1,071	\$905	\$6	\$3,299
2,001 to 2,500	\$284	\$1,250	\$1,247	\$1,054	\$7	\$3,841
2,501 to 3,000	\$317	\$1,395	\$1,392	\$1,176	\$8	\$4,288
3,001 to 3,500	\$345	\$1,519	\$1,516	\$1,281	\$8	\$4,670
3,501 or more	\$370	\$1,628	\$1,625	\$1,373	\$9	\$5,005

Nonresidential Fees per 1,000 Square Feet						
Industrial/Commercial Type	Water	Sanitary Sewer	Storm	Police	Fire	Total
Industrial	\$0	\$0	\$451	\$381	\$4	\$836
Commercial	\$0	\$0	\$2,261	\$1,911	\$6	\$4,177
Office & Other Services	\$0	\$0	\$1,003	\$848	\$9	\$1,860
Institutional	\$0	\$0	\$1,380	\$1,166	\$8	\$2,554

Meter Size and Type	Water	Wastewater	Total
0.75 Displacement	\$3,007	\$3,806	\$6,813
1.00 Displacement	\$5,022	\$6,356	\$11,378
1.50 Displacement	\$10,015	\$12,673	\$22,688
2.00 Displacement	\$16,029	\$20,284	\$36,314
3.00 Singlejet	\$32,089	\$40,607	\$72,695
3.00 Compound	\$32,089	\$40,607	\$72,695
3.00 Turbine	\$35,096	\$44,412	\$79,509
4.00 Singlejet	\$50,133	\$63,441	\$113,574
4.00 Compound	\$50,133	\$63,441	\$113,574
4.00 Turbine	\$63,155	\$79,920	\$143,075
6.00 Singlejet	\$100,236	\$126,844	\$227,080
6.00 Compound	\$100,236	\$126,844	\$227,080
6.00 Turbine	\$130,310	\$164,901	\$295,210
8.00 Compound	\$160,383	\$202,958	\$363,341
8.00 Turbine	\$280,678	\$355,186	\$635,864
10.00 Turbine	\$421,032	\$532,798	\$953,830
12.00 Turbine	\$531,313	\$672,353	\$1,203,665

1. AWWA Manual of Water Supply Practices M-1, 7th Edition

POLICE IMPACT FEES

METHODOLOGY

The Police impact fees include components for police facilities and police vehicles. The incremental expansion methodology is used for all components.

SERVICE AREA

Flagler Beach plans to provide a uniform level of service citywide; therefore, the police impact fees will be assessed in a citywide service area.



PROPORTIONATE SHARE

Impact fees should not exceed a proportionate share of the capital cost needed to provide capital facilities to the development. The police impact fees allocate the cost of capital facilities between residential and nonresidential development using functional population. Based on 2019 estimates from the U.S. Census Bureau's OnTheMap web application (the latest year available), residential development accounts for approximately 76 percent of functional population and nonresidential development accounts for the remaining 24 percent.

Figure PI: Proportionate Share

Demand Units in 2019				
Residential			Demand Hours/Day	Person Hours
Population	5,002			
		7).		
Residents Not Working	3,231		20	64,620
Employed Residents	1,771			
Employed in Flagler Beach	218		14	3,052
Employed outside Flagler Beach	1,553		14	21,742
Residential Subtotal				89,414
Residential Share				76%
Nonresidential				
Non-working Residents	3,231		4	12,924
Jobs Located in Flagler Beach	1,517			
Residents Employed in Flagler Beach	218		10	2,180
Non-Resident Workers (inflow commuters)	1,299		10	12,990
Nonresidential Subtotal				28,094
Nonresidential Share				24%
Total				117,508

Source: U.S. Census Bureau, OnTheMap Application and LEHD Origin-Destination Employment Statistics, Version 6.8 (employment).

DEMAND UNITS

Residential impact fees are calculated on a per capita basis, then converted to an appropriate amount for each size of housing unit based on the number of persons per housing unit (PPHU). As shown in Figure P2, the current PPHU factors range from 1.04 persons per unit units that are 1,100 square feet or less, to 3.14 persons per units that are 3,501 square feet or more. These factors are based on the U.S. Census Bureau's 2016-2020 American Community Survey 5-year estimates (further discussed in Appendix B).

Nonresidential Police impact fees are calculated on a per vehicle trip basis, then converted to an appropriate amount for each type of nonresidential development based on the number of vehicle trip ends generated per 1,000 square feet of floor area. Trip generation rates are used because vehicle trips are highest for retail developments, such as shopping centers, and lowest for industrial development.

Office and institutional trip rates fall between the other two categories. This ranking of trip rates is consistent with the relative demand for police services from nonresidential development. Other possible nonresidential demand indicators, such as employment or floor area, will not accurately reflect the demand for service. For example, if employees per thousand square feet were used as the demand indicator, police impact fees would be disproportionately high for office and institutional development because offices typically have more employees per 1,000 square feet than retail uses. If floor area were used as the demand indicator, police impact fees would be disproportionately high for industrial development.

A trip end represents a vehicle either entering or exiting a development (as if a traffic counter were placed across a driveway). Trip ends for nonresidential development are calculated per thousand square feet and require an adjustment factor to avoid double counting each trip at both the origin and destination points. As shown below, the current vehicle trip generation factors per 1,000 square feet of floor area are 2.44 trips for industrial, 12.21 trips for commercial, 5.42 trips for office and other service, and 7.45 trips for institutional. These factors are defined in *Trip Generation, 11th Edition*, published in 2021 by the Institute of Transportation Engineers (further discussed in Appendix A).

Figure P2: Service Units

Residential Development			
Development Type	Persons per Housing Unit ¹		
1,100 or less	1.04		
1,101 to 1,500	1.64		
1,501 to 2,000	2.07		
2,001 to 2,500	2.41		
2,501 to 3,000	2.69		
3,001 to 3,500	2.93		
3,501 or more	3.14		

Nonresidential Development			
Development Type	AWVTE per 1,000 Sq Ft ¹	Trip Rate Adjustment	AWVT per 1,000 Sq Ft ¹
Industrial	4.87	50%	2.44
Commercial	37.01	33%	12.21
Office & Other Services	10.84	50%	5.42
Institutional	22.59	33%	7.45

1. See Land Use Assumptions

LEVEL-OF-SERVICE ANALYSIS

Police Facilities – Incremental Expansion

Flagler Beach will maintain current levels of service by incrementally expanding police facilities. As Figure P3 indicates, Flagler Beach’s existing Police Station is 5,451 square feet. To allocate the proportionate share of demand to residential and nonresidential development, this analysis uses functional population outlined in Figure P1. Flagler Beach’s existing level of service for residential development is 0.5655 square feet per person (5,451 square feet X 76 percent residential share / 7,326 persons). For nonresidential development, the existing LOS is 0.2023 square feet per vehicle trip (5,451 square feet X 24 percent nonresidential share / 6,466 nonresidential vehicle trips).

This analysis uses a construction cost of \$520 per square foot. For police facilities, the cost is \$294.07 per person (0.5655 square feet per person X \$520 per square foot) and \$105.21 per vehicle trip (0.2023 square feet per vehicle trip X \$520 per square foot).

Figure P3: Existing Level of Service

Description	Square Feet
Main Station	5,451

Cost Factors	
Cost per Square Foot	\$520

Level-of-Service (LOS) Standards	
Existing Square Feet	5,451
Residential	
Residential Share	76%
2023 Peak Population	7,326
Square Feet per Person	0.5655
Cost per Person	\$294.07
Nonresidential	
Nonresidential Share	24%
2023 Vehicle Trips	6,466
Square Feet per Vehicle Trip	0.2023
Cost per Vehicle Trip	\$105.21

Source: Flagler Beach Police Department

Police Vehicles – Incremental Expansion

As indicated in Figure P4, Flagler Beach has an inventory of 23 police vehicles. This fleet will need to be expanded as the City hires additional officers to serve new growth. To allocate the proportionate share of demand to residential and nonresidential development, this analysis uses functional population outlined in Figure P1. Flagler Beach’s existing level of service for residential development is 0.0024 units per person (23 units X 76 percent residential share / 7,326 persons). For nonresidential development, the existing LOS is 0.0009 units per vehicle trip (23 units X 24 percent nonresidential share / 6,466 nonresidential vehicle trips).

Based on information from Flagler Beach staff, the cost for a new vehicle is \$60,000 – this includes the cost of the vehicle and any equipment needed to place the vehicle into service (i.e., decals, lights, radios, computers, etc.). For police vehicles, the cost is \$143.17 per person (0.0024 units per person X \$60,000 per unit) and \$51.22 per vehicle trip (0.0009 units per vehicle trip X \$60,000 per unit).

Figure P4: Existing Level of Service

Description	Vehicles
Police Vehicles	23

Cost Factors	
Cost per Vehicle	\$60,000

Level-of-Service (LOS) Standards	
Existing Vehicles	23
Residential	
Residential Share	76%
2023 Peak Population	7,326
Vehicles per Person	0.0024
Cost per Person	\$143.17
Nonresidential	
Nonresidential Share	24%
2023 Vehicle Trips	6,466
Vehicles per Vehicle Trip	0.0009
Cost per Vehicle Trip	\$51.22

Source: Flagler Beach Police Department

PROJECTED DEMAND FOR POLICE INFRASTRUCTURE

Police Facilities – Incremental Expansion

Projected demand for police facilities over the next 10 years is shown below in Figure P5. Based on a projected population increase of 6,769 persons, future residential development demands approximately 3,828 square feet of police facilities (6,769 additional persons X 0.5655 square feet per person). With projected nonresidential vehicle trip growth of 8,156 vehicle trips, future nonresidential development demands approximately 1,650.3 square feet of police facilities (8,156 additional vehicle trips X 0.2023 square feet per vehicle trip). Future development demands approximately 5,478.3 square feet of police facilities at a cost of \$2,848,705 (5,478.3 square feet X \$520 per square foot).

Figure P5: Projected Demand for Police Facilities

Type of Infrastructure	Level of Service	Demand Unit	Cost per Sq Ft
Police Facilities	0.5655 Square Feet	per Person	\$520
	0.2023 Square Feet	per Vehicle Trip	

Demand for Police Facilities					
Year	Peak Population	Vehicle Trips	Square Feet		
			Residential	Nonresidential	Total
2023	7,326	6,466	4,142.8	1,308.2	5,451.0
2024	8,002	7,281	4,525.6	1,473.3	5,998.8
2025	8,679	8,097	4,908.4	1,638.3	6,546.7
2026	9,356	8,913	5,291.1	1,803.3	7,094.5
2027	10,033	9,728	5,673.9	1,968.4	7,642.3
2028	10,710	10,544	6,056.7	2,133.4	8,190.1
2029	11,387	11,360	6,439.5	2,298.4	8,738.0
2030	12,064	12,175	6,822.3	2,463.5	9,285.8
2031	12,741	12,991	7,205.1	2,628.5	9,833.6
2032	13,418	13,806	7,587.9	2,793.5	10,381.5
2033	14,095	14,622	7,970.7	2,958.6	10,929.3
10-Yr Increase	6,769	8,156	3,828.0	1,650.3	5,478.3

Growth-Related Expenditures	\$1,990,534	\$858,171	\$2,848,705
-----------------------------	-------------	-----------	-------------

Police Vehicles – Incremental Expansion

Projected demand for police vehicles over the next 10 years is shown below in Figure P6. Based on a projected population increase of 6,769 persons, future residential development demands approximately 16.2 police vehicles (6,769 additional persons X 0.0024 units per person). With projected nonresidential vehicle trip growth of 8,156 vehicle trips, future nonresidential development demands approximately 7.0 police vehicles (8,156 additional vehicle trips X 0.0009 units per vehicle trip). Future development demands approximately 23.1 police vehicles at a cost of \$1,386,906 (23.1 units X \$60,000 per unit).

Figure P6: Projected Demand for Police Vehicles

Type of Infrastructure	Level of Service		Demand Unit	Cost per Unit	
Police Vehicles	0.0024 Vehicles		per Person	\$60,000	
	0.0009 Vehicles		per Vehicle Trip		

Demand for Police Vehicles					
Year	Peak Population	Vehicle Trips	Vehicles		
			Residential	Nonresidential	Total
2023	7,326	6,466	17.5	5.5	23.0
2024	8,002	7,281	19.1	6.2	25.3
2025	8,679	8,097	20.7	6.9	27.6
2026	9,356	8,913	22.3	7.6	29.9
2027	10,033	9,728	23.9	8.3	32.2
2028	10,710	10,544	25.6	9.0	34.6
2029	11,387	11,360	27.2	9.7	36.9
2030	12,064	12,175	28.8	10.4	39.2
2031	12,741	12,991	30.4	11.1	41.5
2032	13,418	13,806	32.0	11.8	43.8
2033	14,095	14,622	33.6	12.5	46.1
10-Yr Increase	6,769	8,156	16.2	7.0	23.1

Growth-Related Expenditures	\$969,101	\$417,805	\$1,386,906
-----------------------------	-----------	-----------	-------------

CREDITS

As the City has no outstanding debt on its police facilities, a credit for future principal payments is not included. If elected officials make a legislative policy decision to fully fund growth-related costs from impact fees, there will be no potential double-payment from other revenue sources.

POLICE IMPACT FEES

Infrastructure components and cost factors for police impact fees are summarized in the upper portion of Figure P7. The cost for police impact fees is \$437.24 per person and \$156.43 per vehicle trip.

Police impact fees for residential development are assessed according to the number of persons per household. The 2,001 square feet to 2,500 square feet fee of \$1,054 is calculated using a cost of \$437.24 per person multiplied by 2.41 persons per household.

Police impact fees for nonresidential development are assessed according to the number of vehicle trips generated per 1,000 square feet of floor area. The industrial fee of \$381 per 1,000 square feet is calculated using a cost of \$156.43 per vehicle trip multiplied by 2.44 vehicle trips per 1,000 square feet of industrial development.

Figure P7: Schedule of Police Impact Fees

Fee Component	Cost per Person	Cost per Trip
Police Facilities	\$294.07	\$105.21
Police Vehicles	\$143.17	\$51.22
Total	\$437.24	\$156.43

Residential Fees per Unit		
Development Type	Persons per Household ¹	Proposed Fees
1,100 or less	1.04	\$455
1,101 to 1,500	1.64	\$717
1,501 to 2,000	2.07	\$905
2,001 to 2,500	2.41	\$1,054
2,501 to 3,000	2.69	\$1,176
3,001 to 3,500	2.93	\$1,281
3,501 or more	3.14	\$1,373

Nonresidential Fees per 1000 Square Feet		
Development Type	Avg Weekday Vehicle Trips ¹	Proposed Fees
Industrial	2.44	\$381
Commercial	12.21	\$1,911
Office & Other Services	5.42	\$848
Institutional	7.45	\$1,166

1. See Land Use Assumptions

DRAFT Impact Fee Study
Flagler Beach, Florida

POLICE IMPACT FEE REVENUE

Projected fee revenue shown below is based on the development projections in Appendix B and the police impact fees shown on the previous page. To estimate single family revenue the 2,001 square feet to 2,500 square feet fee is used, and for multi-family the less than 1,100 square feet fee is used. If development occurs at a more rapid rate than projected, the demand for infrastructure will increase and impact fee revenue will increase at a corresponding rate. If development occurs at a slower rate than projected, the demand for infrastructure will also decrease, along with impact fee revenue. Over the next 10 years, projected impact fee revenues equals approximately \$4.5 million and projected expenditures equal approximately \$4.2 million. Based on the actual mix of future residential construction, the projected police fee revenue shown below may change.

Figure P8: Projected Police Impact Fee Revenue

Fee Component	Growth Share	Existing Share	Total
Police Facilities	\$2,848,705	\$0	\$2,848,705
Police Vehicles	\$1,386,906	\$0	\$1,386,906
Total	\$4,235,611	\$0	\$4,235,611

		Single Family \$1,054 per unit	Multi-Family \$455 per unit	Industrial \$380.92 per sq ft	Commercial \$1,910.58 per sq ft	Office & Other \$847.88 per sq ft	Institutional \$1,166.17 per sq ft
Year		Hsg Unit	Hsg Unit	KSF	KSF	KSF	KSF
Base	2023	3,012	775	54	373	208	88
Year 1	2024	3,318	779	61	420	235	99
Year 2	2025	3,624	783	67	467	261	110
Year 3	2026	3,930	787	74	514	287	121
Year 4	2027	4,236	791	81	561	314	132
Year 5	2028	4,542	795	88	608	340	143
Year 6	2029	4,848	799	95	655	366	154
Year 7	2030	5,154	803	101	702	392	165
Year 8	2031	5,460	807	108	749	419	176
Year 9	2032	5,766	810	115	796	445	187
Year 10	2033	6,072	814	122	843	471	198
10-Year Increase		3,060	39	68	470	263	111
Projected Revenue		\$3,224,465	\$17,734	\$25,857	\$898,164	\$222,881	\$129,039

Projected Fee Revenue	\$4,518,140
Total Expenditures	\$4,235,610

FIRE IMPACT FEES

METHODOLOGY

The Fire impact fees include components for fire facilities and fire Apparatus. The incremental expansion methodology is used for all components.

SERVICE AREA

Flagler Beach plans to provide a uniform level of service citywide; therefore, the fire impact fees will be assessed in a citywide service area.



PROPORTIONATE SHARE

Impact fees should not exceed a proportionate share of the capital cost needed to provide capital facilities to the development. The fire impact fees allocate the cost of capital facilities between residential and nonresidential development using functional population. Based on 2019 estimates from the U.S. Census Bureau’s OnTheMap web application (the latest year available), residential development accounts for approximately 76 percent of functional population and nonresidential development accounts for the remaining 24 percent.

Figure F1: Proportionate Share

Demand Units in 2019				
Residential			Demand Hours/Day	Person Hours
Population	5,002			
Residents Not Working	3,231		20	64,620
Employed Residents	1,771			
Employed in Flagler Beach	218		14	3,052
Employed outside Flagler Beach	1,553		14	21,742
Residential Subtotal				89,414
Residential Share				76%
Nonresidential				
Non-working Residents	3,231		4	12,924
Jobs Located in Flagler Beach	1,517			
Residents Employed in Flagler Beach	218		10	2,180
Non-Resident Workers (inflow commuters)	1,299		10	12,990
Nonresidential Subtotal				28,094
Nonresidential Share				24%
Total				117,508

Source: U.S. Census Bureau, OnTheMap Application and LEHD Origin-Destination Employment Statistics, Version 6.8 (employment).

DEMAND UNITS

Residential impact fees are calculated on a per capita basis, then converted to an appropriate amount for each size of housing unit based on the number of persons per housing unit (PPHU). As shown in Figure F2, the current PPHU factors range from 1.04 persons per unit units that are 1,100 square feet or less, to 3.14 persons per units that are 3,501 square feet or more. These factors are based on the U.S. Census Bureau’s 2016-2020 American Community Survey 5-year estimates (further discussed in Appendix B).

Nonresidential fire impact fees are calculated on a per vehicle trip basis, then converted to an appropriate amount for each type of nonresidential development based on the number of vehicle trip ends generated per 1,000 square feet of floor area. Trip generation rates are used because vehicle trips are highest for retail developments, such as shopping centers, and lowest for industrial development. Office and

institutional trip rates fall between the other two categories. This ranking of trip rates is consistent with the relative demand for fire and emergency medical services from nonresidential development. Other possible nonresidential demand indicators, such as employment or floor area, will not accurately reflect the demand for service. For example, if employees per thousand square feet were used as the demand indicator, fire impact fees would be disproportionately high for office and institutional development because offices typically have more employees per 1,000 square feet than retail uses. If floor area were used as the demand indicator, fire impact fees would be disproportionately high for industrial development.

A trip end represents a vehicle either entering or exiting a development (as if a traffic counter were placed across a driveway). Trip ends for nonresidential development are calculated per thousand square feet and require an adjustment factor to avoid double counting each trip at both the origin and destination points. As shown below, the current vehicle trip generation factors per 1,000 square feet of floor area are 2.44 trips for industrial, 12.21 trips for commercial, 5.42 trips for office and other service, and 7.45 trips for institutional. These factors are defined in *Trip Generation, 11th Edition*, published in 2021 by the Institute of Transportation Engineers (further discussed in Appendix A).

Figure F2: Service Units

Residential Development			
Development Type	Persons per Housing Unit ¹		
1,100 or less	1.04		
1,101 to 1,500	1.64		
1,501 to 2,000	2.07		
2,001 to 2,500	2.41		
2,501 to 3,000	2.69		
3,001 to 3,500	2.93		
3,501 or more	3.14		

Nonresidential Development			
Development Type	AWVTE per 1,000 Sq Ft ¹	Trip Rate Adjustment	AWVT per 1,000 Sq Ft ¹
Industrial	4.87	50%	2.44
Commercial	37.01	33%	12.21
Office & Other Services	10.84	50%	5.42
Institutional	22.59	33%	7.45

1. See Land Use Assumptions

LEVEL-OF-SERVICE ANALYSIS

Fire Facilities – Incremental Expansion

Flagler Beach will maintain current levels of service by incrementally expanding Fire facilities. As Figure F3 indicates, Flagler Beach’s existing Fire Station is 5,451 square feet. To allocate the proportionate share of demand to residential and nonresidential development, this analysis uses functional population outlined in Figure F1. Flagler Beach’s existing level of service for residential development is 0.5655 square feet per person (5,451 square feet X 76 percent residential share / 7,326 persons). For nonresidential development, the existing LOS is 0.2023 square feet per vehicle trip (5,451 square feet X 24 percent nonresidential share / 6,466 nonresidential vehicle trips).

DRAFT Impact Fee Study
Flagler Beach, Florida

This analysis uses a construction cost of \$520 per square foot. For Fire facilities, the cost is \$294.07 per person (0.5655 square feet per person X \$520 per square foot) and \$105.21 per vehicle trip (0.2023 square feet per vehicle trip X \$520 per square foot).

Figure F3: Existing Level of Service

Description	Square Feet
Main Station	5,451

Cost Factors	
Cost per Square Foot	\$520

Level-of-Service (LOS) Standards	
Existing Square Feet	5,451
Residential	
Residential Share	76%
2023 Peak Population	7,326
Square Feet per Person	0.5655
Cost per Person	\$294.07
Nonresidential	
Nonresidential Share	24%
2023 Vehicle Trips	6,466
Square Feet per Vehicle Trip	0.2023
Cost per Vehicle Trip	\$105.21

Source: Flagler Beach

Fire Apparatus – Incremental Expansion

As indicated in Figure F4, Flagler Beach has an inventory of 16 Fire Apparatus. This fleet will need to be expanded to serve new growth. To allocate the proportionate share of demand to residential and nonresidential development, this analysis uses functional population outlined in Figure F1. Flagler Beach's existing level of service for residential development is 0.0017 units per person (16 units X 76 percent residential share / 7,326 persons). For nonresidential development, the existing LOS is 0.0006 units per vehicle trip (16 units X 24 percent nonresidential share / 6,466 nonresidential vehicle trips).

The weighted average cost for a new piece of fire apparatus is \$134,557. For Fire Apparatus, the cost is \$223.36 per person (0.0017 units per person X \$134,557 per unit) and \$79.91 per vehicle trip (0.0006 units per vehicle trip X \$134,557 per unit).

Figure F4: Existing Level of Service

Description	Cost
75 ft. Ladder Truck	\$650,000
Pumper Truck	\$550,000
Pumper Truck	\$550,000
Command Vehicle – Ford Explorer	\$36,760
Command Vehicle – Ford Explorer	\$36,760
Command Vehicle – Ford Expedition	\$42,998
Fire Marshal Truck- Ford Ranger	\$27,400
UTV Mule	\$17,000
ATV	\$8,399
Boat Trailer- 18-21 ft.	\$3,596
Boat Trailer-21-25 ft.	\$6,999
Jet Ski	\$15,000
Jet Ski Trailer	\$3,000
Brush Truck	\$175,000
Boat- Transom Style, Rigid Hull 12 ft.	\$12,000
Boat-Transom Style , Rigid Hull 15 ft.	\$18,000

Cost Factors	
Weighted Average Cost per Unit	\$134,557

Level-of-Service (LOS) Standards	
Existing Units	16
Residential	
Residential Share	76%
2023 Peak Population	7,326
Units per Person	0.0017
Cost per Person	\$223.36
Nonresidential	
Nonresidential Share	24%
2023 Vehicle Trips	6,466
Units per Vehicle Trip	0.0006
Cost per Vehicle Trip	\$79.91

Source: Flagler Beach Fire Department

PROJECTED DEMAND FOR FIRE INFRASTRUCTURE

Fire Facilities – Incremental Expansion

Projected demand for fire facilities over the next 10 years is shown below in Figure F5. Based on a projected population increase of 6,769 persons, future residential development demands approximately 3,828 square feet of Fire facilities (6,769 additional persons X 0.5655 square feet per person). With projected nonresidential vehicle trip growth of 8,156 vehicle trips, future nonresidential development demands approximately 1,650.3 square feet of Fire facilities (8,156 additional vehicle trips X 0.2023 square feet per vehicle trip). Future development demands approximately 5,478.3 square feet of Fire facilities at a cost of \$2,848,705 (5,478.3 square feet X \$520 per square foot).

Figure F5: Projected Demand for Fire Facilities

Type of Infrastructure	Level of Service		Demand Unit	Cost per Sq Ft	
Fire Facilities	0.5655 Square Feet		per Person	\$520	
	0.2023 Square Feet		per Vehicle Trip		

Demand for Fire Facilities					
Year	Peak Population	Vehicle Trips	Square Feet		
			Residential	Nonresidential	Total
2023	7,326	6,466	4,142.8	1,308.2	5,451.0
2024	8,002	7,281	4,525.6	1,473.3	5,998.8
2025	8,679	8,097	4,908.4	1,638.3	6,546.7
2026	9,356	8,913	5,291.1	1,803.3	7,094.5
2027	10,033	9,728	5,673.9	1,968.4	7,642.3
2028	10,710	10,544	6,056.7	2,133.4	8,190.1
2029	11,387	11,360	6,439.5	2,298.4	8,738.0
2030	12,064	12,175	6,822.3	2,463.5	9,285.8
2031	12,741	12,991	7,205.1	2,628.5	9,833.6
2032	13,418	13,806	7,587.9	2,793.5	10,381.5
2033	14,095	14,622	7,970.7	2,958.6	10,929.3
10-Yr Increase	6,769	8,156	3,828.0	1,650.3	5,478.3

Growth-Related Expenditures	\$1,990,534	\$858,171	\$2,848,705
-----------------------------	-------------	-----------	-------------

Fire Apparatus – Incremental Expansion

Projected demand for fire apparatus over the next 10 years is shown below in Figure F6. Based on a projected population increase of 6,769 persons, future residential development demands approximately 11.2 Fire Apparatus (6,769 additional persons X 0.0017 units per person). With projected nonresidential vehicle trip growth of 8,156 vehicle trips, future nonresidential development demands approximately 4.8 Fire Apparatus (8,156 additional vehicle trips X 0.0006 units per vehicle trip). Future development demands approximately 16.1 Fire Apparatus at a cost of \$2,163,686 (16.1 units X \$134,557 per unit).

Figure F6: Projected Demand for Fire Apparatus

Type of Infrastructure	Level of Service	Demand Unit	Cost per Unit
Fire Apparatus	0.0017 Units	per Person	\$134,557
	0.0006 Units	per Vehicle Trip	

Demand for Fire Apparatus					
Year	Peak Population	Unit Trips	Units		
			Residential	Nonresidential	Total
2023	7,326	6,466	12.2	3.8	16.0
2024	8,002	7,281	13.3	4.3	17.6
2025	8,679	8,097	14.4	4.8	19.2
2026	9,356	8,913	15.5	5.3	20.8
2027	10,033	9,728	16.7	5.8	22.4
2028	10,710	10,544	17.8	6.3	24.0
2029	11,387	11,360	18.9	6.7	25.6
2030	12,064	12,175	20.0	7.2	27.3
2031	12,741	12,991	21.1	7.7	28.9
2032	13,418	13,806	22.3	8.2	30.5
2033	14,095	14,622	23.4	8.7	32.1
10-Yr Increase	6,769	8,156	11.2	4.8	16.1

Growth-Related Expenditures	\$1,511,877	\$651,809	\$2,163,686
-----------------------------	-------------	-----------	-------------

CREDITS

As the City has no outstanding debt on its Fire facilities, a credit for future principal payments is not included. If elected officials make a legislative policy decision to fully fund growth-related costs from impact fees, there will be no potential double-payment from other revenue sources.

FIRE IMPACT FEES

Infrastructure components and cost factors for Fire impact fees are summarized in the upper portion of Figure F7. The cost for Fire impact fees is \$517.43 per person and \$185.12 per vehicle trip.

Fire impact fees for residential development are assessed according to the number of persons per household. The 2,001 square feet to 2,500 square feet fee of \$1,247 is calculated using a cost of \$517.43 per person multiplied by 2.41 persons per household.

Fire impact fees for nonresidential development are assessed according to the number of vehicle trips generated per 1,000 square feet of floor area. The industrial fee of \$451 per 1,000 square feet is calculated using a cost of \$185.12 per vehicle trip multiplied by 2.44 vehicle trips per 1,000 square feet of industrial development.

Figure F7: Schedule of Fire Impact Fees

Fee Component	Cost per Person	Cost per Trip
Fire Facilities	\$294.07	\$105.21
Fire Appartus	\$223.36	\$79.91
Total	\$517.43	\$185.12

Residential Fees per Unit		
Development Type	Persons per Household ¹	Proposed Fees
1,100 or less	1.04	\$538
1,101 to 1,500	1.64	\$849
1,501 to 2,000	2.07	\$1,071
2,001 to 2,500	2.41	\$1,247
2,501 to 3,000	2.69	\$1,392
3,001 to 3,500	2.93	\$1,516
3,501 or more	3.14	\$1,625

Nonresidential Fees per 1000 Square Feet		
Development Type	Avg Weekday Vehicle Trips ¹	Proposed Fees
Industrial	2.44	\$451
Commercial	12.21	\$2,261
Office & Other Services	5.42	\$1,003
Institutional	7.45	\$1,380

1. See Land Use Assumptions

FIRE IMPACT FEE REVENUE

Projected fee revenue shown below is based on the development projections in Appendix B and the Fire impact fees shown on the previous page. To estimate single family revenue the 2,001 square feet to 2,500 square feet fee is used, and for multi-family the less than 1,100 square feet fee is used. If development occurs at a more rapid rate than projected, the demand for infrastructure will increase and impact fee revenue will increase at a corresponding rate. If development occurs at a slower rate than projected, the demand for infrastructure will also decrease, along with impact fee revenue. Over the next 10 years, projected impact fee revenues equal approximately \$5.3 million and projected expenditures equal approximately \$5.0 million. Based on the actual mix of future residential construction, the projected Fire fee revenue shown below may change.

Figure F8: Projected Fire Impact Fee Revenue

Fee Component	Growth Share	Existing Share	Total
Fire Facilities	\$2,848,705	\$0	\$2,848,705
Fire Units	\$2,163,686	\$0	\$2,163,686
Total	\$5,012,391	\$0	\$5,012,391

		Single Family \$1,247 per unit	Multi-Family \$538 per unit	Industrial \$450.78 per sq ft	Commercial \$2,260.98 per sq ft	Office & Other \$1,003.38 per sq ft	Institutional \$1,380.05 per sq ft
Year		Hsg Unit	Hsg Unit	KSF	KSF	KSF	KSF
Base	2023	3,012	775	54	373	208	88
Year 1	2024	3,318	779	61	420	235	99
Year 2	2025	3,624	783	67	467	261	110
Year 3	2026	3,930	787	74	514	287	121
Year 4	2027	4,236	791	81	561	314	132
Year 5	2028	4,542	795	88	608	340	143
Year 6	2029	4,848	799	95	655	366	154
Year 7	2030	5,154	803	101	702	392	165
Year 8	2031	5,460	807	108	749	419	176
Year 9	2032	5,766	810	115	796	445	187
Year 10	2033	6,072	814	122	843	471	198
10-Year Increase		3,060	39	68	470	263	111
Projected Revenue		\$3,815,835	\$20,987	\$30,599	\$1,062,886	\$263,757	\$152,705

Projected Fee Revenue	\$5,346,770
Total Expenditures	\$5,012,390

PARK AND RECREATION IMPACT FEES

METHODOLOGY

The Park and Recreation impact fees include a component for park amenities. The incremental expansion methodology is used for all components.

SERVICE AREA

Flagler Beach plans to provide a uniform level of service and equal access to parks within the city limits; therefore, the park and recreation impact fees will be assessed in a citywide service area.



PROPORTIONATE SHARE

Impact fees should not exceed a proportionate share of the capital cost needed to provide capital facilities to the development. The park and recreation impact fees allocate 100 percent of the cost of capital facilities to residential development. The proportionate share of costs attributable to residential development will be allocated to population and then converted to an appropriate amount by type of housing unit, based on housing unit type.

DEMAND UNITS

Residential impact fees are calculated on a per capita basis, then converted to an appropriate amount for each size of housing unit based on the number of persons per housing unit (PPHU). As shown in Figure P2, the current PPHU factors range from 1.04 persons per unit units that are 1,100 square feet or less, to 3.14 persons per units that are 3,501 square feet or more. These factors are based on the U.S. Census Bureau’s 2016-2020 American Community Survey 5-year estimates (further discussed in Appendix B).

Figure PR 1: Service Units

Residential Development	
Development Type	Persons per Housing Unit ¹
1,100 or less	1.04
1,101 to 1,500	1.64
1,501 to 2,000	2.07
2,001 to 2,500	2.41
2,501 to 3,000	2.69
3,001 to 3,500	2.93
3,501 or more	3.14

LEVEL-OF-SERVICE ANALYSIS

Park Amenities – Incremental Expansion

As indicated in Figure PR2, Flagler Beach currently provides 161 park amenities in its parks with an estimated value of \$3,798,500, which results in a weighted average cost per amenity of \$23,593 (\$3,798,500 / 161 amenities). As is the case with park land, the City plans to construct additional park amenities to serve future development.

Figure PR2: Existing Inventory

Description	Units	Unit Cost	Total Cost
Fields	4	\$90,000	\$360,000
Basketball Courts	1	\$30,000	\$30,000
Canoe Launch	1	\$10,000	\$10,000
Tennis Courts	2	\$100,000	\$200,000
Volleyball Courts	1	\$100,000	\$100,000
Restrooms	2	\$150,000	\$300,000
Playgrounds	3	\$260,000	\$780,000
Pavilions	4	\$20,000	\$80,000
Fitness Trails	2	\$20,000	\$40,000
Grills	6	\$200	\$1,200
Benches	64	\$1,000	\$64,000
Picnic Tables	19	\$700	\$13,300
Walkovers	52	\$35,000	\$1,820,000
Total	161	\$23,593	\$3,798,500

When the City’s inventory of 161 park amenities is compared to current population, the City’s existing level of service is 0.0220 amenities per person (161 amenities X 100 percent residential share / 7,326 persons). Using the weighted average cost per amenity of \$23,593, the cost per demand unit is \$518.52 per person (0.0220 amenities per person X \$23,593 per amenity).

Figure PR3: Existing Level of Service

Cost Factors	
Weighted Average per Unit	\$23,593

Level-of-Service (LOS) Standards	
Existing Units	161
Residential	
Residential Share	100%
2023 Peak Population	7,326
Units per Person	0.0220
Cost per Person	\$518.52

Source: Flagler Beach

PROJECTED DEMAND FOR PARK AND RECREATION INFRASTRUCTURE

Park Amenities – Incremental Expansion

Projected demand for park amenities over the next 10 years is shown below in Figure PR6. Based on a projected peak population increase of 6,769 persons, future residential development demands approximately 148.8 park amenities (6,769 additional persons X 0.0220 amenities per person) at a cost of \$3,509,851 (148.8 park amenities X \$23,593 per amenity).

Figure PR4: Projected Demand for Park Amenities

Park Amenities		
Level of Service	Demand Unit	Unit Cost
0.0220 Units	per Person	\$23,593

Demand for Park Amenities		
Year	Peak Population	Park Amenities
2023	7,326	161.0
2024	8,002	175.9
2025	8,679	190.8
2026	9,356	205.6
2027	10,033	220.5
2028	10,710	235.4
2029	11,387	250.3
2030	12,064	265.1
2031	12,741	280.0
2032	13,418	294.9
2033	14,095	309.8
10-Yr Increase	6,769	148.8

Growth-Related Expenditures	\$3,509,851
-----------------------------	-------------

CREDITS

As the City has no outstanding debt on its park and recreation facilities, a credit for future principal payments is not included. If elected officials make a legislative policy decision to fully fund growth-related costs from impact fees, there will be no potential double-payment from other revenue sources.

PARK AND RECREATION IMPACT FEES

Infrastructure components and cost factors for park and recreation impact fees are summarized in the upper portion of Figure PR5. The cost for park and recreation impact fees is \$518.52 per person, and Flagler Beach will not assess park and recreation impact fees to nonresidential development.

Park and recreation impact fees for residential development are assessed according to the number of persons per household. The 2,001 square feet to 2,500 square feet fee of \$1,250 is calculated using a cost of \$518.52 per person multiplied by 2.41 persons per household.

Figure PR5: Schedule of Park and Recreation Impact Fees

Fee Component	Cost per Person
Park Amenities	\$518.52
Total	\$518.52

Residential Fees per Unit		
Development Type	Persons per Household ¹	Proposed Fees
1,100 or less	1.04	\$539
1,101 to 1,500	1.64	\$850
1,501 to 2,000	2.07	\$1,073
2,001 to 2,500	2.41	\$1,250
2,501 to 3,000	2.69	\$1,395
3,001 to 3,500	2.93	\$1,519
3,501 or more	3.14	\$1,628

1. See Land Use Assumptions

PARK AND RECREATION IMPACT FEE REVENUE

Projected fee revenue shown below is based on the development projections in Appendix B and the updated park and recreation impact fees shown on the previous page. To estimate single family revenue the 2,001 square feet to 2,500 square feet fee is used, and for multi-family the less than 1,100 square feet fee is used. If development occurs at a more rapid rate than projected, the demand for infrastructure will increase and impact fee revenue will increase at a corresponding rate. If development occurs at a slower rate than projected, the demand for infrastructure will also decrease, along with impact fee revenue. Over the next 10 years, projected impact fee revenue equals approximately \$3.8 million and projected expenditures equal approximately \$3.5 million. Based on the actual mix of future residential construction, the projected parks and recreation fee revenue shown below may change

Figure PR6: Projected Park and Recreation Impact Fee Revenue

Fee Component		Growth Share	Existing Share	Total
Park Amenities		\$3,509,851	\$0	\$3,509,851
Total		\$3,509,851	\$0	\$3,509,851

		Single Family \$1,250 per unit	Multi-Family \$539 per unit
Year		Hsg Unit	Hsg Unit
Base	2023	3,012	775
Year 1	2024	3,318	779
Year 2	2025	3,624	783
Year 3	2026	3,930	787
Year 4	2027	4,236	791
Year 5	2028	4,542	795
Year 6	2029	4,848	799
Year 7	2030	5,154	803
Year 8	2031	5,460	807
Year 9	2032	5,766	810
Year 10	2033	6,072	814
10-Year Increase		3,060	39
Projected Revenue		\$3,823,907	\$33,165

Projected Fee Revenue	\$3,857,071
Total Expenditures	\$3,509,851

LIBRARY IMPACT FEES

METHODOLOGY

The Library impact fee includes a component for library facilities. The incremental expansion methodology is used for this component.

SERVICE AREA

Flagler Beach plans to provide a uniform level of service and equal access to libraries within the city limits; therefore, the library impact fee will be assessed in a citywide service area.



PROPORTIONATE SHARE

Impact fees should not exceed a proportionate share of the capital cost needed to provide capital facilities to the development. The library impact fee allocates 100 percent of the cost of capital facilities to residential development. The proportionate share of costs attributable to residential development will be allocated to population and then converted to an appropriate amount by type of housing unit, based on housing unit type.

DEMAND UNITS

Residential impact fees are calculated on a per capita basis, then converted to an appropriate amount for each size of housing unit based on the number of persons per housing unit (PPHU). As shown in Figure P2, the current PPHU factors range from 1.04 persons per unit units that are 1,100 square feet or less, to 3.14 persons per units that are 3,501 square feet or more. These factors are based on the U.S. Census Bureau’s 2016-2020 American Community Survey 5-year estimates (further discussed in Appendix B).

Figure L1: Service Units

Residential Development	
Development Type	Persons per Housing Unit ¹
1,100 or less	1.04
1,101 to 1,500	1.64
1,501 to 2,000	2.07
2,001 to 2,500	2.41
2,501 to 3,000	2.69
3,001 to 3,500	2.93
3,501 or more	3.14

LEVEL-OF-SERVICE ANALYSIS

Library Facilities – Incremental Expansion

The City of Flagler Beach operates one library facility – the Flagler Beach Library. As indicated in Figure L2, the library is currently 4,850 square feet. The City will either add on to this existing facility or construct an additional branch in order to maintain current levels of service for new growth. Flagler Beach’s existing level of service for residential development is 0.6621 square feet per person (4,850 square feet X 100 percent residential share / 7,326 persons).

Based on RS Means data this analysis uses a construction cost of \$178 per square foot. For library facilities, the cost is \$117.85 per person (0.6621 square feet per person X \$178 per square foot).

Figure L2: Existing Level of Service

Description	Square Feet
Flagler Beach Library	4,850

Cost Factors	
Cost per Square Foot	\$178

Level-of-Service (LOS) Standards	
Existing Square Feet	4,850
Residential	
Residential Share	100%
2023 Peak Population	7,326
Square Feet per Person	0.6621
Cost per Person	\$117.85

Source: Flagler Beach

PROJECTED DEMAND FOR LIBRARY INFRASTRUCTURE

Library Facilities – Incremental Expansion

Projected demand for library space over the next 10 years is shown below in Figure L3. Based on a projected population increase of 6,769 persons, future residential development demands 4,481.4 square feet of library facilities (6,769 additional persons X 0.6621 square feet per person) at a cost of \$797,698 (559.0 square feet X \$178 per square foot).

Figure L3: Projected Demand for Library Facilities

Library Facilities			
Level of Service		Demand Unit	Unit Cost
0.6621	Square Feet	per Person	\$178

Demand for Library Facilities		
Year	Peak Population	Square Feet
2023	7,326	4,850.0
2024	8,002	5,298.1
2025	8,679	5,746.3
2026	9,356	6,194.4
2027	10,033	6,642.6
2028	10,710	7,090.7
2029	11,387	7,538.9
2030	12,064	7,987.0
2031	12,741	8,435.2
2032	13,418	8,883.3
2033	14,095	9,331.4
10-Yr Increase	6,769	4,481.4

Growth-Related Expenditures	\$797,698
-----------------------------	-----------

CREDITS

As the City has no outstanding debt on its library facilities, a credit for future principal payments is not included. If elected officials make a legislative policy decision to fully fund growth-related costs from impact fees, there will be no potential double-payment from other revenue sources.

LIBRARY IMPACT FEES

Infrastructure components and cost factors for the library impact fees are summarized in the upper portion of Figure L3. The cost for library impact fees is \$117.85 per person, and Flagler Beach will not assess library impact fees to nonresidential development.

Library impact fees for residential development are assessed according to the number of persons per household. The 2,001 square feet to 2,500 square feet fee of \$284 is calculated using a cost of \$117.85 per person multiplied by 2.41 persons per single-family household.

Figure L3: Schedule of Library Impact Fees

Fee Component	Cost per Person
Library Facilities	\$117.85
Total	\$117.85

Residential Fees per Unit		
Development Type	Persons per Household ¹	Proposed Fees
1,100 or less	1.04	\$123
1,101 to 1,500	1.64	\$193
1,501 to 2,000	2.07	\$244
2,001 to 2,500	2.41	\$284
2,501 to 3,000	2.69	\$317
3,001 to 3,500	2.93	\$345
3,501 or more	3.14	\$370

1. See Land Use Assumptions

LIBRARY IMPACT FEE REVENUE

Projected fee revenue shown below is based on the development projections in Appendix B and the library impact fees shown on the previous page. To estimate single family revenue the 2,001 square feet to 2,500 square feet fee is used, and for multi-family the less than 1,100 square feet fee is used. If development occurs at a more rapid rate than projected, the demand for infrastructure will increase and impact fee revenue will increase at a corresponding rate. If development occurs at a slower rate than projected, the demand for infrastructure will also decrease, along with impact fee revenue. Over the next 10 years, projected impact fee revenue equals \$873,850 and projected expenditures equal \$797,700. Based on the actual mix of future residential construction, the projected library fee revenue shown below may change

Figure L4: Projected Library Impact Fee Revenue

Fee Component	Growth Share	Existing Share	Total
Library Facilities	\$797,698	\$0	\$797,698
Total	\$797,698	\$0	\$797,698

		Single Family \$284 per unit	Multi-Family \$123 per unit
		Hsg Unit	Hsg Unit
Base	2023	3,012	775
Year 1	2024	3,318	779
Year 2	2025	3,624	783
Year 3	2026	3,930	787
Year 4	2027	4,236	791
Year 5	2028	4,542	795
Year 6	2029	4,848	799
Year 7	2030	5,154	803
Year 8	2031	5,460	807
Year 9	2032	5,766	810
Year 10	2033	6,072	814
10-Year Increase		3,060	39
Projected Revenue		\$869,074	\$4,780

Projected Fee Revenue	\$873,850
Total Expenditures	\$797,700

WATER IMPACT FEES

METHODOLOGY

The City operates a water treatment plant with 2 million gallons a day (MGD) of capacity. Since the City’s Water treatment plant has excess capacity in the system to serve future development, the Water impact fee includes a buy-in components for the City’s investment. The Water impact fee utilizes a plan-based approach for planned water well, storage, and transmission projects.

PROPORTIONATE SHARE AND DEMAND UNITS

The Water impact fees are assessed on both residential and nonresidential development, using an equivalent dwelling unit approach. In order to determine the water system demand from an equivalent single family dwelling unit, TischlerBise obtained water billing data and production data for 2021. TischlerBise estimates that, the 2,937 residential customers served by the City accounted for 186.1 million gallons in 2021, or 509,919 gallons daily. The City’s 1,118 nonresidential customers are estimated to have accounted for 71.2 million gallons annually, or 195,160 gallons daily. To determine an equivalent dwelling unit (EDU) for the water system, the 2,937 residential customers are compared to the average daily consumption (509,919 gallons), for an average of 174 gallons a day.

Figure W1: Water Demand Factors

Account Type		Annual	Daily	Avg. Daily Usage
Residential	2,937	186,120,462	509,919	174
Commercial	1,118	71,233,538	195,160	175
Total	4,055	257,354,000	705,079	174

Source: Flagler Beach

As discussed above, Water impact fees are calculated by multiplying the number of gallons per single family unit equivalent (EDU) by the capacity ratio for the corresponding size and type of meter multiplied by the cost per EDU. The City’s demand for a single-family equivalent dwelling unit is 174 gallons per day. Figure W2 shows the capacity ratio by meter size from the *AWWA Manual of Water Supply Practices*, which is used for water meters larger than .75 inches.

Figure W2: Water Ratio of Demand Units to Development Units

Meter Size and Type		Capacity Ratio ¹
0.75	Displacement	1.00
1.00	Displacement	1.67
1.50	Displacement	3.33
2.00	Displacement	5.33
3.00	Singlejet	10.67
3.00	Compound	10.67
3.00	Turbine	11.67
4.00	Singlejet	16.67
4.00	Compound	16.67
4.00	Turbine	21.00
6.00	Singlejet	33.33
6.00	Compound	33.33
6.00	Turbine	43.33
8.00	Compound	53.33
8.00	Turbine	93.33
10.00	Turbine	140.00
12.00	Turbine	176.67

1. AWWA Manual of Water Supply Practices M-1, 7th Edition

WATER IMPACT FEE COMPONENTS

Treatment Plant Investment Buy-In

The Water impact fee contains a buy-in component for the City’s investment (original cost, no inflation included) in the water treatment plant, transmission lines, vehicles, and equipment, as well as administrative components. As shown in Figure W3, this investment is \$16,563,374. The City has the capacity to treat 2 million gallons a day. This results in a cost per gallon of \$8.28 (\$16,563,374 / 2,000,000 gallons).

Figure W3: Water Treatment and Transmission System Investment Buy-In

Water Treatment Plant Investment	
New Pumps and Clear	\$436,489
Portable Generator	\$8,794
Sierra Model 210 Flow Meter Tester	\$5,300
Water Treatment Plant from CIP 2009	\$8,294,281
Upgrade to Water Water Treatment Plant in	\$7,511,582
Acutec Detector Monitor	\$11,099
Million Gallon Fuel Tank @ WTP	\$57,731
Monitoring Equipment	\$14,355
Sulfuric Acid Tank	\$13,450
Sulfuric Acid Tank	\$13,450
Sodium Hypochlorite Tank	\$8,000
ABB Variable Frequency Drive Control Panel	\$6,630
Variable Frequency Drive Well #10	\$13,543
Variable Frequency Drive Well #11	\$13,543
Variable Frequency Drive Well #13	\$10,252
Antenna at South Tank	\$8,668
2015 Ford F250 4 x 4	\$31,474
High Speed Pump	\$10,945
Pump Replaced Well #10	\$15,870
2016 Ford F150	\$22,858
16 inch Ultra Mag Meter	\$6,576
Sand Separator	\$16,161
Sand Separator	\$16,161
Sand Separator	\$16,161
Total	\$16,563,374

Cost Allocation Factors	
Water Treatment Plant Investment	\$16,563,374
System Capacity	2,000,000
Cost per Gallon of Capacity	\$8.28

Planned Well Upgrades

Flagler Beach plans to construct an additional well to serve future development. This project will add 648,000 gallons of capacity to the water system, at a cost of \$1.5 million. To calculate the cost per demand unit (gallons), the costs of planned improvements (\$1.5 million) are allocated to the additional capacity added (648,000 gallons per day). This results in a cost of \$2.34 per gallon.

Figure W4: Planned Well Upgrades

Description	Cost
Well 17 Design	\$115,000
Well 17 Construction	\$1,400,000
Total Cost	\$1,515,000
Total Capacity (Gallons)	648,000
Cost per Gallon	\$2.34

Planned Water Storage Upgrades

Flagler Beach plans to construct upgrades to the water storage system to serve future development. These projects will add 1 million gallons of capacity to the water storage system, at a cost of \$1.9 million. To calculate the cost per demand unit (gallons), the costs of planned improvements (\$1.9 million) are allocated to the additional capacity added (1 million gallons). This results in a cost of \$2.00 per gallon.

Figure W5: Planned Water Storage Upgrades

Description	Cost
Tank Design	\$150,000
Tank Construction	\$1,800,000
High Service Pump #3	\$45,000
Total Cost	\$1,995,000
Total Capacity (Gallons)	1,000,000
Cost per Gallon	\$2.00

Planned Water Transmission Upgrades

Flagler Beach plans to construct upgrades to the water transmission system to serve future development. These projects will cost \$3.7 million. To calculate the cost per demand unit (gallons), the costs of planned improvements (\$3.7 million) are allocated to the projected increase in water usage within the utility service area the next 10 years (787,296 gallons). This results in a cost of \$4.70 per gallon.

Figure W6: Planned Water Transmission Upgrades

Description	Total Cost
16" Main Running Down Lambert Ave.	\$1,500,000
16" River Crossing	\$2,200,000
Total Cost	\$3,700,000
10 Year Increase in Gallons	787,296
Cost per Gallon	\$4.70

DRAFT Impact Fee Study
Flagler Beach, Florida

MAXIMUM ALLOWABLE WATER IMPACT FEES

The proposed Water impact fees are shown in Figure W7. As shown in Figure W7, the total water system investment totals \$17.32 per gallon. New residential units needing a 3/4" meter will have a maximum water impact fee of \$3,007 (174 gallons X capital cost per gallon of capacity of \$17.32 X 1.0 capacity ratio), and future development needing a 1.0" meter will have a maximum water impact fee charge of \$5,022 (174 gallons X capital cost per gallon of capacity of \$17.32 X 1.67 capacity ratio).

Figure W7: Maximum Allowable Water Impact fees

Fee Component	Cost per Gallon
Wells	\$2.34
Storage	\$2.00
Investment in Plant	\$8.28
Transmission	\$4.70
Total	\$17.32

Single Family (Base Meter) Demand Factors	
Average Day Gallons	174

Meter Size and Type	Capacity Ratio ¹	Maximum Fees	Current Fees ²	Difference
0.75 Displacement	1.00	\$3,007	\$2,509	\$498
1.00 Displacement	1.67	\$5,022	\$4,190	\$832
1.50 Displacement	3.33	\$10,015	\$8,356	\$1,659
2.00 Displacement	5.33	\$16,029	\$13,374	\$2,655
3.00 Singlejet	10.67	\$32,089	\$26,773	\$5,316
3.00 Compound	10.67	\$32,089	\$26,773	\$5,316
3.00 Turbine	11.67	\$35,096	\$29,282	\$5,814
4.00 Singlejet	16.67	\$50,133	\$41,828	\$8,305
4.00 Compound	16.67	\$50,133	\$41,828	\$8,305
4.00 Turbine	21.00	\$63,155	\$52,693	\$10,462
6.00 Singlejet	33.33	\$100,236	\$83,631	\$16,604
6.00 Compound	33.33	\$100,236	\$83,631	\$16,604
6.00 Turbine	43.33	\$130,310	\$108,723	\$21,586
8.00 Compound	53.33	\$160,383	\$133,815	\$26,568
8.00 Turbine	93.33	\$280,678	\$234,183	\$46,496
10.00 Turbine	140.00	\$421,032	\$351,287	\$69,746
12.00 Turbine	176.67	\$531,313	\$443,299	\$88,014

1. AWWA Manual of Water Supply Practices M-1, 7th Edition

2. Base meter fee is the current water fee and then is scaled up using the proposed meter capacity ratio

WASTEWATER IMPACT FEES

METHODOLOGY

The Wastewater impact fee utilizes a plan-based approach for planned wastewater capacity projects, and treatment plant improvements.

PROPORTIONATE SHARE AND DEMAND UNITS

The Wastewater impact fees are assessed on both residential and nonresidential development, using an equivalent dwelling unit approach. In order to determine the wastewater system demand from an equivalent single family dwelling unit, TischlerBise obtained sewer and production data for 2021. TischlerBise estimates that the 2,835 residential customers served by the City accounted for 171.4 million gallons in 2021, or approximately 469,000 gallons daily. The City’s 1,003 nonresidential customers accounted for 65.8 million gallons, or approximately 180,000 gallons daily. To determine an equivalent dwelling unit (EDU) for the wastewater system, the 2,835 residential customers are compared to the average daily consumption (469,706 gallons), for an average of 166 gallons a day.

Figure WW1: Wastewater Demand Factors

Account Type		Annual Consumption	Daily Consumption	Avg. Daily Usage
Residential	2,835	171,442,777	469,706	166
Commercial	1,003	65,807,223	180,294	180
Total	3,838	237,250,000	650,000	169

Source: Flagler Beach

As discussed above, Wastewater impact fees are calculated by multiplying the number of gallons per single family unit equivalent (EDU) by the capacity ratio for the corresponding size and type of meter multiplied by the cost per EDU. The City’s demand for a single family equivalent dwelling unit is 166 gallons per day. Figure WW2 shows the capacity ratio by meter size from the *AWWA Manual of Water Supply Practices*, which is used for meters larger than .75 inches.

Figure WW2: Wastewater Ratio of Demand Units to Development Units

Meter Size and Type		Capacity Ratio ¹
0.75	Displacement	1.00
1.00	Displacement	1.67
1.50	Displacement	3.33
2.00	Displacement	5.33
3.00	Singlejet	10.67
3.00	Compound	10.67
3.00	Turbine	11.67
4.00	Singlejet	16.67
4.00	Compound	16.67
4.00	Turbine	21.00
6.00	Singlejet	33.33
6.00	Compound	33.33
6.00	Turbine	43.33
8.00	Compound	53.33
8.00	Turbine	93.33
10.00	Turbine	140.00
12.00	Turbine	176.67

1. AWWA Manual of Water Supply Practices M-1, 7th Edition

WASTEWATER IMPACT FEE COMPONENTS

Planned Wastewater System Upgrades

The City of Flagler Beach plans to construct upgrades to its existing wastewater system to serve future development. These projects will cost a total of \$34.45 million. To calculate the cost per demand unit (gallons), the costs of planned improvements (\$34.45 million) are allocated to the total wastewater system capacity (1,500,000 gallons). This results in a cost of \$22.97 per gallon.

Figure WW3: Planned Wastewater Systems Upgrade Cost

Description	Total Cost
Treatment Plant Improvements Project	\$25,000,000
Reclaimed Water Infrastructure	\$3,000,000
Reclaimed Water Distribution System	\$4,500,000
New WWTF Operations Building	\$1,100,000
Screw Press*	\$850,000
Total	\$34,450,000
Total System Capacity (Gallons per Day)	1,500,000
Cost per Gallon	\$22.97

*City's share. Half is assumed to be funded through grants

MAXIMUM ALLOWABLE WASTEWATER IMPACT FEES

Cost factors for Wastewater infrastructure components are summarized in the upper portion of Figure WW4. The Wastewater impact fee is derived from the average gallons per day per single family equivalent residential connection of 166 gallons multiplied by the capital cost per gallon of capacity (\$22.97). New residential units needing a 3/4" meter will have a maximum Wastewater impact fee of \$3,806 (166 gallons X capital cost per gallon of capacity of \$22.97 X 1.0 capacity ratio), and future development needing a 1.0" meter will have a maximum Wastewater impact fee charge of \$6,356 (166 gallons X capital cost per gallon of capacity of \$22.97 X 1.67 capacity ratio).

Figure WW4: Maximum Allowable Wastewater Impact fees

Fee Component	Cost per Gallon
System Upgrades	\$22.97
Total	\$22.97

Single Family (Base Meter) Demand Factors	
Average Day Gallons	166

Meter Size and Type	Capacity Ratio ¹	Maximum Fees	Current Fees ²	Difference
0.75 Displacement	1.00	\$3,806	\$3,083	\$723
1.00 Displacement	1.67	\$6,356	\$5,148	\$1,208
1.50 Displacement	3.33	\$12,673	\$10,265	\$2,408
2.00 Displacement	5.33	\$20,284	\$16,430	\$3,855
3.00 Singlejet	10.67	\$40,607	\$32,890	\$7,717
3.00 Compound	10.67	\$40,607	\$32,890	\$7,717
3.00 Turbine	11.67	\$44,412	\$35,973	\$8,440
4.00 Singlejet	16.67	\$63,441	\$51,385	\$12,056
4.00 Compound	16.67	\$63,441	\$51,385	\$12,056
4.00 Turbine	21.00	\$79,920	\$64,733	\$15,187
6.00 Singlejet	33.33	\$126,844	\$102,740	\$24,104
6.00 Compound	33.33	\$126,844	\$102,740	\$24,104
6.00 Turbine	43.33	\$164,901	\$133,565	\$31,336
8.00 Compound	53.33	\$202,958	\$164,390	\$38,568
8.00 Turbine	93.33	\$355,186	\$287,690	\$67,496
10.00 Turbine	140.00	\$532,798	\$431,550	\$101,248
12.00 Turbine	176.67	\$672,353	\$544,585	\$127,767

1. AWWA Manual of Water Supply Practices M-1, 7th Edition
2. Base meter fee is the current sewer fee and then is scaled up using the proposed meter capacity ratio

ADMINISTRATIVE CHARGE

Figure AC1 summarizes expected administrative costs over the next five years, totaling approximately \$12,866. This amount is split between residential and nonresidential development, with residential development paying for 76 percent of administrative costs and nonresidential development covering the remaining 24 percent. The residential share of administrative costs is divided by the projected increase in peak population over five years, 3,384 persons, to yield a cost per person of \$2.89. Similarly, the nonresidential share of administrative costs is divided by the projected increase in jobs over five years, 1,148 jobs, to yield a cost per job of \$2.69. The cost per person is then multiplied by the average number of persons per household for each size category to calculate the appropriate impact fee per residential dwelling unit. The cost per job is multiplied by the average number of jobs per 1,000 square feet for each nonresidential typology to calculate the appropriate impact fee per 1,000 square feet of nonresidential development.

Figure AC1. Administrative Costs

Bookkeeper salary (at 1%) [1]	\$764.19	
Permit Technician salary (at 2.5%) [1]	\$1,809.08	
Annual Administrative Costs	\$2,573.27	
Five-Year Administrative Costs	\$12,866.36	
	Residential	Nonresidential
Proportionate Share (Functional Population)	76%	24%
	Peak Population	Jobs
Five-Year Increase in Service Units	3,384	1,148
	Cost per Person	Cost per Job
	\$2.89	\$2.69

Figure AC2. Proposed Administrative Fee

Residential Fees per Unit		
Development Type	Persons per Household ¹	Proposed Fees
1,100 or less	1.04	\$3
1,101 to 1,500	1.64	\$5
1,501 to 2,000	2.07	\$6
2,001 to 2,500	2.41	\$7
2,501 to 3,000	2.69	\$8
3,001 to 3,500	2.93	\$8
3,501 or more	3.14	\$9

Nonresidential Fees per Square Foot		
Development Type	Jobs per 1,000 Sq Ft ¹	Proposed Fees
Industrial	1.57	\$4.22
Commercial	2.12	\$5.71
Office & Other Services	3.26	\$8.75
Institutional	3.03	\$8.15

1. See Land Use Assumptions

APPENDIX A: LAND USE DEFINITIONS

RESIDENTIAL DEVELOPMENT

As discussed below, residential development categories are based on data from the U.S. Census Bureau, American Community Survey. Flagler Beach will collect impact fees from all new residential units. One-time impact fees are determined by site capacity (i.e., number of residential units).

Single-Family Units:

1. Single-family detached is a one-unit structure detached from any other house, that is, with open space on all four sides. Such structures are considered detached even if they have an adjoining shed or garage. A one-family house that contains a business is considered detached as long as the building has open space on all four sides.
2. Single-family attached (townhouse) is a one-unit structure that has one or more walls extending from ground to roof separating it from adjoining structures. In row houses (sometimes called townhouses), double houses, or houses attached to nonresidential structures, each house is a separate, attached structure if the dividing or common wall goes from ground to roof.
3. Mobile home includes both occupied and vacant mobile homes, to which no permanent rooms have been added. Mobile homes used only for business purposes or for extra sleeping space and mobile homes for sale on a dealer's lot, at the factory, or in storage are not counted in the housing inventory.

Multi-Family Units:

1. 2+ units (duplexes and apartments) are units in structures containing two or more housing units, further categorized as units in structures with "2, 3 or 4, 5 to 9, 10 to 19, 20 to 49, and 50 or more apartments."
2. Boat, RV, Van, Etc. includes any living quarters occupied as a housing unit that does not fit the other categories (e.g., houseboats, railroad cars, campers, and vans). Recreational vehicles, boats, vans, railroad cars, and the like are included only if they are occupied as a current place of residence.

NONRESIDENTIAL DEVELOPMENT

As discussed below, the nonresidential development categories are defined by Trip Generation, Institute of Transportation Engineers, 11th Edition (2021). Flagler Beach will collect impact fees from all new nonresidential development. One-time impact fees are determined by site capacity (i.e., square feet).

Commercial: Establishments primarily selling merchandise, eating/drinking places, entertainment uses, and places of lodging. By way of example, *commercial* includes shopping centers, supermarkets, pharmacies, restaurants, bars, nightclubs, automobile dealerships, movie theaters, and lodging.

Industrial: Establishments primarily engaged in the production of goods. By way of example, *industrial – general* includes manufacturing plants, utility substations, power generation facilities, and telecommunications buildings.

Institutional: Public and quasi-public buildings providing educational, social assistance, or religious services. By way of example, *institutional* includes schools, universities, churches, daycare facilities, and government buildings.

Office & Other Services: Establishments providing management, administrative, professional, business services, and health services. By way of example, *office & other services* include banks, business offices, medical offices, hospitals, and veterinary clinics.

APPENDIX B: LAND USE ASSUMPTIONS

This section includes estimates and projections of development for areas within the boundaries of Flagler Beach, Florida. The map below illustrates Flagler Beach’s Impact Fee Service Area.



SUMMARY OF GROWTH INDICATORS

Key land use assumptions for the Flagler Beach Impact Fee Study are population, housing units, employment, and nonresidential floor area. Based on discussions with staff, TischlerBise projects Flagler Beach to add approximately 306 single family housing units per year, and approximately 4 multi-family housing units per year. For population, TischlerBise applies person per housing unit factors derived from American Community Survey 2016-2020 5-Year Estimates to housing unit projections. For nonresidential development, TischlerBise uses job estimates from Esri’s Business Analyst and uses projections based on the increase in Flagler Beach’s population. These employment projections are converted to floor area using employment density factors published in Trip Generation, Institute of Transportation Engineers, 11th Edition (2021).

Complete development projections are summarized in Figure B12. These projections will be used to estimate impact fee revenue and to indicate the anticipated need for growth-related infrastructure. However, impact fee methodologies are designed to reduce sensitivity to development projections in the determination of the proportionate share fee amounts. If actual development is slower than projected, fee revenue will decline, but so will the need for growth-related infrastructure. In contrast, if development occurs faster than anticipated, fee revenue will increase, but Flagler Beach will need to accelerate infrastructure improvements to keep pace with the actual rate of development. Over the next 10 years, development projections indicate an average increase of approximately 310 housing units per year and approximately 91,200 square feet of nonresidential development per year.

RESIDENTIAL DEVELOPMENT

This section details current estimates and future projections of residential development including population and housing units.

Housing Unit Size

According to the U.S. Census Bureau, a household is a housing unit occupied by year-round residents. Impact fees often use per capita standards and persons per housing unit (PPHU) or persons per household (PPH) to derive proportionate share fee amounts. When PPHU is used in the fee calculations, infrastructure standards are derived using year-round population. When PPH is used in the fee calculations, the impact fee methodology assumes a higher percentage of housing units will be occupied, thus requiring seasonal or peak population to be used when deriving infrastructure standards. TischlerBise recommends Flagler Beach impose impact fees for residential development according to the number of persons per household.

Occupancy calculations require data on population and the types of units by structure. The 2010 census did not obtain detailed information using a “long-form” questionnaire. Instead, the U.S. Census Bureau switched to a continuous monthly mailing of surveys, known as the American Community Survey (ACS), which has limitations due to sample-size constraints. For example, data on detached housing units are now combined with attached single units (commonly known as townhouses, which share a common sidewall, but are constructed on an individual parcel of land). For impact fees in Flagler Beach, detached, stick-built units and attached units are included in the “Single-Family” category. The “Multi-Family” category includes duplexes, structures with two or more units on an individual parcel of land, mobile homes, boats, RVs, and vans.

Figure B1 below shows the occupancy estimates for Flagler Beach. Single-family units average 2.19 persons per household and multi-family units average 1.39 persons per household.

Figure B1: Persons per Housing Unit

Housing Type	Persons	Households	Persons per Household	Housing Units	Persons per Housing Unit	Housing Mix	Vacancy Rate
Single-Family ¹	4,483	2,043	2.19	2,850	1.57	79.4%	28.32%
Multi-Family ²	582	418	1.39	741	0.79	20.6%	43.59%
Total	5,065	2,461	2.06	3,591	1.41	100.0%	31.47%

Source: U.S. Census Bureau, 2016-2020 American Community Survey 5-Year Estimates

1. Includes detached, attached (i.e., townhouses), and mobile home units.
2. Includes dwellings in structures with two or more units, RVs, and all other units.

Persons by Bedroom Range

Development fees must be proportionate to the demand for infrastructure. Because averages per housing unit have a strong, positive correlation to the number of bedrooms, TischlerBise recommends a fee schedule where larger units pay higher development fees. Benefits of the proposed methodology include

1) a proportionate assessment of infrastructure demand using local demographic data and 2) a progressive fee structure (i.e., smaller units pay less, and larger units pay more).

Custom tabulations of demographic data by bedroom range can be created from individual survey responses provided by the U.S. Census Bureau in files known as Public Use Microdata Samples (PUMS). PUMS files are only available for areas of at least 100,000 persons, and Flagler Beach is located within one Public Use Microdata Area (Florida PUMA 3500).

Shown in Figure B4 below, cells with yellow shading indicate the unweighted survey results, which yield the unadjusted estimate of 2.22 persons per household. Unadjusted persons per housing unit estimates are adjusted to match the control total for Flagler Beach – 2.06 persons per household. Adjusted persons per housing unit estimates range from 1.18 persons per housing unit for housing units with zero to one bedroom up to 3.27 persons per housing unit for housing units with five or more bedrooms.

Figure B2: Persons by Bedroom Range

Bedroom Range	Persons ¹	Households ¹	Housing Mix	Unadjusted PPH	Adjusted PPH ²
0-1	81	64	3%	1.27	1.18
2	790	447	18%	1.77	1.64
3	3,108	1,430	58%	2.17	2.02
4	1,262	467	19%	2.70	2.51
5+	257	73	3%	3.52	3.27
Total	5,498	2,481	100%	2.22	2.06

1. American Community Survey, Public Use Microdata Sample for Florida PUMA 3500 (2016-2020 ACS 5-Year unweighted data).
2. Adjusted multipliers are scaled to make the average PUMS values match control totals for Flagler Beach based on 2016-2020 ACS 5-Year Estimates.

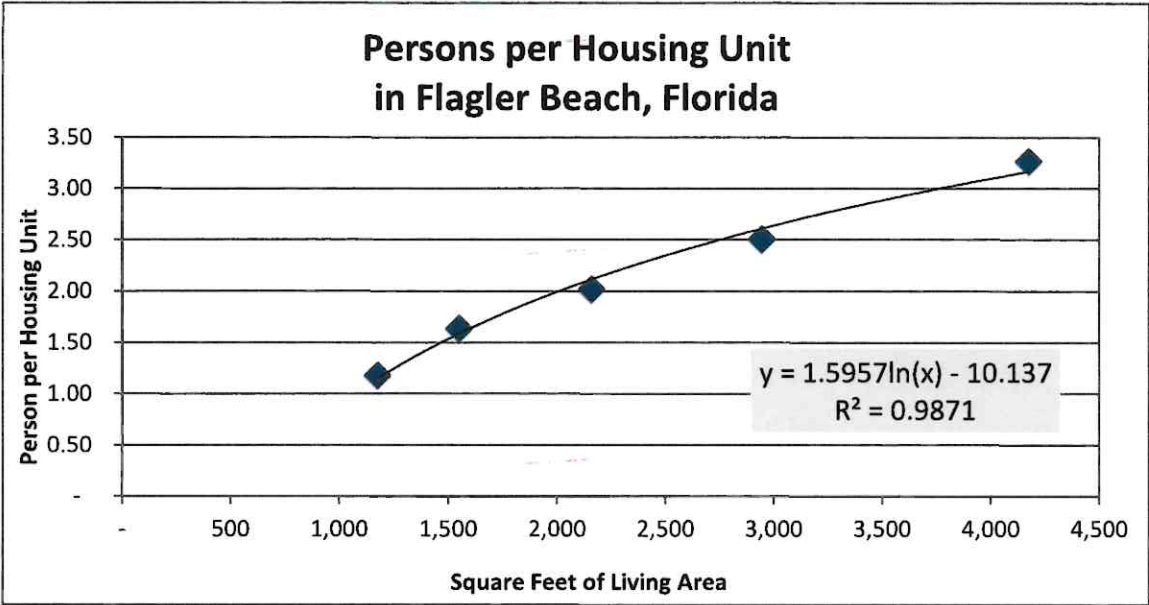
Persons by Square Feet of Living Area

To estimate square feet of living area by bedroom range, TischlerBise uses 2020 U.S. Census Bureau data for housing units constructed in the South Atlantic region. Based on 2020 estimates, living area ranges from 1,178 square feet for housing units with zero to one bedroom up to 4,174 square feet for housing units with five or more bedrooms.

Average square feet of living area and persons per housing unit by bedroom range are plotted in Figure B3 with a logarithmic trend line derived from U.S. Census Bureau estimates discussed in the previous paragraph and adjusted persons per housing unit estimates shown in Figure B3. Using the trend line formula shown in Figure B3, TischlerBise calculates the number of persons per housing unit, by living area, using intervals of 500 square feet. For the purpose of development fees, TischlerBise recommends a minimum development fee based on a unit size of 1,100 square feet and a maximum fee for units 3,501 square feet or more.

Figure B3: Persons by Square Feet of Living Area

Average persons per housing unit derived from 2016-2020 ACS PUMS data Flagler Beach. Unit size from the 2020 U.S. Census Bureau average for units constructed in the Census South Atlantic region.	Average per Housing Unit			Fitted-Curve Values	
	Bedrooms	Square Feet	PPHU	Sq Ft Range	PPHU
	0-1	1,178	1.18	1,100 or less	1.04
	2	1,550	1.64	1,101 to 1,500	1.64
	3	2,159	2.02	1,501 to 2,000	2.07
	4	2,944	2.51	2,001 to 2,500	2.41
	5+	4,174	3.27	2,501 to 3,000	2.69
				3,001 to 3,500	2.93
				3,501 or more	3.14



Seasonal Households

To account for seasonal residents, the analysis includes vacant households used for seasonal, recreational, or occasional use. According to 2020 ACS estimates, seasonal units account for 910 of Flagler Beach’s 1,130 vacant units. With all seasonal units occupied, Flagler Beach’s peak vacancy rate is 6.13 percent (3,527 peak households / 3,758 housing units). Applying Flagler Beach’s persons per household factor of 2.06 to seasonal households provides a seasonal population estimate of 1,966 persons. Shown in Figure B4, Flagler Beach’s peak population estimate for 2022 is 7,266 (5,300 fulltime resident population + 1,966 seasonal population).

Figure B4: Seasonal Households

Flagler Beach, Florida	2022
Population	
Single Family	4,691
Multi-Family	609
Resident Population	5,300
Seasonal Population	1,960
Peak Population	7,260
Housing Units	
Single Family	2,982
Multi-Family	775
Total Housing Units	3,758
Seasonal Households	230
Peak Households	3,527

Residential Estimates

According to information provided by city staff, Flagler Beach’s 2022 resident population equals 5,300 persons. Applying the housing unit occupancy rates shown on the previous page to the 2022 population estimate provides a 2022 estimate of 3,758 housing units. 2022 building permit data is used to get an estimate for 2023 housing units and the housing unit occupancy rates are used to calculate population. This results in a base year housing unit estimate of 3,788 total housing units, and a peak population of 7,326.

Residential Projections

Population and housing unit projections are used to illustrate the possible future pace of service demands, revenues, and expenditures. To the extent these factors change, the projected need for infrastructure will also change. If development occurs at a more rapid rate than projected, the demand for infrastructure will increase at a corresponding rate. If development occurs at a slower rate than is projected, the demand for infrastructure will also decrease.

While historically growth in Flagler Beach has occurred slowly, based on discussions with Flagler Beach staff, in the next 10 years there are multiple large scale developments expected to be built or annexed into the city, such as Veranda Bay (2,700 units), The Preserve (248 units), Beach Park 5 (112 units), and Legacy Pointe Apartments (39 units). These developments are projected to create approximately 306 single family units per year, and approximately 4 multi-family units per year. Based on these projections, Flagler Beach can expect 3,099 additional housing units over the next 10 years. For this study, the analysis assumes the occupancy factors shown in Figure B1 will remain constant. Converting projected housing units to population, as discussed above, results in a 10-year population increase of 6,769 persons.

Figure B5: Residential Projections

Flagler Beach, Florida	2023	2024	2025	2026	2027	2028	2033	10-Year
	Base Year	1	2	3	4	5	10	Increase
Population								
Single Family	4,757	5,428	6,100	6,771	7,443	8,114	11,471	6,715
Multi-Family	609	614	620	625	631	636	663	54
Resident Population	5,366	6,043	6,720	7,397	8,073	8,750	12,135	6,769
Seasonal Population	1,960	1,960	1,960	1,960	1,960	1,960	1,960	0
Peak Population	7,326	8,002	8,679	9,356	10,033	10,710	14,095	6,769
Housing Units								
Single Family	3,012	3,318	3,624	3,930	4,236	4,542	6,072	3,060
Multi-Family	775	779	783	787	791	795	814	39
Total Housing Units	3,788	4,098	4,407	4,717	5,027	5,337	6,887	3,099
Seasonal Households	230	230	230	230	230	230	230	0
Peak Households	3,556	3,846	4,137	4,428	4,719	5,010	6,465	2,909

NONRESIDENTIAL DEVELOPMENT

This section details current estimates and future projections of nonresidential development including jobs and nonresidential floor area.

Nonresidential Demand Units

In Figure B6, gray shading indicates the nonresidential development prototypes used by TischlerBise to derive employment densities and average weekday vehicle trip ends. For nonresidential development, TischlerBise uses data published in Trip Generation, Institute of Transportation Engineers, 11th Edition (2021). The prototype for industrial development is Light Industrial (ITE 110) which generates 4.87 average weekday vehicle trip ends per 1,000 square feet of floor area and has 637 square feet of floor area per employee. Institutional development uses Government Office (ITE 730) and generates 22.59 average weekday vehicle trip ends per 1,000 square feet of floor area and has 330 square feet of floor area per employee. For office & other services development, the proxy is General Office (ITE 710); it generates 10.84 average weekday vehicle trip ends per 1,000 square feet of floor area and has 307 square feet of floor area per employee. The prototype for commercial development is Shopping Center (ITE 820) which generates 37.01 average weekday vehicle trips per 1,000 square feet of floor area and has 471 square feet of floor area per employee.

Figure B6: Nonresidential Demand Units

ITE Code	Land Use / Size	Demand Unit	Wkdy Trip Ends Per Dmd Unit ¹	Wkdy Trip Ends Per Employee ¹	Emp Per Dmd Unit	Sq Ft Per Emp
110	Light Industrial	1,000 Sq Ft	4.87	3.10	1.57	637
130	Industrial Park	1,000 Sq Ft	3.37	2.91	1.16	864
140	Manufacturing	1,000 Sq Ft	4.75	2.51	1.89	528
150	Warehousing	1,000 Sq Ft	1.71	5.05	0.34	2,953
254	Assisted Living	bed	2.60	4.24	0.61	1,631
310	Hotel	room	7.99	14.34	0.56	1,795
610	Hospital	1,000 Sq Ft	10.77	3.77	2.86	350
620	Nursing Home	bed	3.06	3.31	0.92	1,082
710	General Office (avg size)	1,000 Sq Ft	10.84	3.33	3.26	307
720	Medical-Dental Office	1,000 Sq Ft	36.00	8.71	4.13	242
730	Government Office	1,000 Sq Ft	22.59	7.45	3.03	330
770	Business Park	1,000 Sq Ft	12.44	4.04	3.08	325
820	Shopping Center (avg size)	1,000 Sq Ft	37.01	17.42	2.12	471

1. Trip Generation, Institute of Transportation Engineers, 11th Edition (2021).

Nonresidential Estimates

TischlerBise uses the term jobs to refer to employment by place of work. Shown below in Figure B7, Esri Business Analyst estimates 2021 employment equal to 1,766 jobs. TischlerBise estimates 2021 nonresidential floor area equals 700,903 square feet. To estimate nonresidential floor area and employment in the 2023 base year, TischlerBise utilizes 2021 BEBR population estimates to get a population to jobs ratio, and then applies this ratio to the full time resident population estimate for 2023. As shown at the bottom of Figure B7, the 2023 estimate includes 1,821 jobs. Applying the employment

DRAFT Impact Fee Study
Flagler Beach, Florida

multipliers shown in Figure B6 to the jobs results in a nonresidential floor area increase of 21,657 square feet. The 2023 base year nonresidential floor area estimate equals 722,560 square feet (700,903 square feet in 2021 + 21,657 additional square feet).

Figure B7: Nonresidential Estimates

Nonresidential Category	2021 Jobs ¹	Percent of Total Jobs	Square Feet per Job ²	2021 Estimated Floor Area ³	Jobs per 1,000 Sq. Ft. ²
Industrial ⁴	82	5%	637	52,197	1.57
Commercial ⁵	768	43%	471	361,485	2.12
Office & Other Service ⁶	658	37%	307	202,135	3.26
Institutional ⁷	258	15%	330	85,086	3.03
Total	1,766	100%		700,903	

1. Esri Business Analyst Online, Business Summary, 2021.
2. Trip Generation, Institute of Transportation Engineers, 11th Edition (2021).
3. TischlerBise calculation (2021 jobs X square feet per job).
4. Major sectors are Construction; Manufacturing.
5. Major sectors are Retail; Accommodation & Food Services.
6. Major sectors are Real Estate, Rental & Leasing; Other Services;
7. Major sectors are Public Administration; Health Care & Social Assistance.

Nonresidential Category	2023 Jobs ¹	Percent of Total Jobs	Square Feet per Job ²	2022 Estimated Floor Area ³	Jobs per 1,000 Sq. Ft. ²
Industrial ⁴	85	5%	637	53,810	1.57
Commercial ⁵	792	43%	471	372,655	2.12
Office & Other Service ⁶	678	37%	307	208,380	3.26
Institutional ⁷	266	15%	330	87,715	3.03
Total	1,821	100%		722,560	

1. TischlerBise calculation.
2. Trip Generation, Institute of Transportation Engineers, 11th Edition (2021).
3. TischlerBise calculation (2023 jobs X square feet per job).
4. Major sectors are Construction; Manufacturing.
5. Major sectors are Retail; Accommodation & Food Services.
6. Major sectors are Real Estate, Rental & Leasing; Other Services;
7. Major sectors are Health Care & Social Assistance; Education.

DRAFT Impact Fee Study
Flagler Beach, Florida

Nonresidential Projections

This analysis projects jobs based off the projected increase in population. Shown below in Figure B8, this results in a 10-year increase of 2,297 jobs.

To project nonresidential floor area, TischlerBise divides the projected employment by the square feet per employee factors shown in Figure B6. Over the next 10 years, Flagler Beach is projected to gain 2,297 jobs and approximately 912,000 square feet of nonresidential floor area.

Figure B8: Nonresidential Projections

Flagler Beach, Florida	2023	2024	2025	2026	2027	2028	2033	10-Year
	Base Year	1	2	3	4	5	10	Increase
Population	5,366	6,043	6,720	7,397	8,073	8,750	12,135	6,769
Employment								
Industrial	85	95	106	117	127	138	191	107
Commercial	792	892	991	1,091	1,191	1,291	1,790	999
Office & Other Services	678	764	849	935	1,021	1,106	1,534	856
Institutional	266	300	333	367	400	434	601	336
Total	1,821	2,050	2,280	2,510	2,739	2,969	4,117	2,297
Nonres. Floor Area (x1,000)								
Industrial	54	61	67	74	81	88	122	68
Commercial	373	420	467	514	561	608	843	470
Office & Other Services	208	235	261	287	314	340	471	263
Institutional	88	99	110	121	132	143	198	111
Total	723	814	905	996	1,087	1,178	1,634	912

AVERAGE WEEKDAY VEHICLE TRIPS

Flagler Beach will use average weekday vehicle trips (AWVT) for nonresidential Police and Fire Impact Fees. Components used to determine average weekday vehicle trips include trip generation rates and adjustments for pass-by trips.

Nonresidential Demand Units

In Figure B9, gray shading indicates the nonresidential development prototypes used by TischlerBise to derive average weekday vehicle trip ends. For nonresidential vehicle trips, TischlerBise uses data published in Trip Generation, Institute of Transportation Engineers, 11th Edition (2021). The prototype for industrial development is Light Industrial (ITE 110) which generates 4.87 average weekday vehicle trip ends per 1,000 square feet of floor area. Institutional development uses Government Office (ITE 730) and generates 22.59 average weekday vehicle trip ends per 1,000 square feet of floor area. For office & other services development, the proxy is General Office (ITE 710); it generates 10.84 average weekday vehicle trip ends per 1,000 square feet of floor area. The prototype for commercial development is Shopping Center (ITE 820) which generates 37.01 average weekday vehicle trips per 1,000 square feet of floor area.

Figure B9: Nonresidential Demand Units

ITE Code	Land Use / Size	Demand Unit	Wkdy Trip Ends Per Dmd Unit ¹	Wkdy Trip Ends Per Employee ¹	Emp Per Dmd Unit	Sq Ft Per Emp
110	Light Industrial	1,000 Sq Ft	4.87	3.10	1.57	637
130	Industrial Park	1,000 Sq Ft	3.37	2.91	1.16	864
140	Manufacturing	1,000 Sq Ft	4.75	2.51	1.89	528
150	Warehousing	1,000 Sq Ft	1.71	5.05	0.34	2,953
254	Assisted Living	bed	2.60	4.24	0.61	1,631
310	Hotel	room	7.99	14.34	0.56	1,795
610	Hospital	1,000 Sq Ft	10.77	3.77	2.86	350
620	Nursing Home	bed	3.06	3.31	0.92	1,082
710	General Office (avg size)	1,000 Sq Ft	10.84	3.33	3.26	307
720	Medical-Dental Office	1,000 Sq Ft	36.00	8.71	4.13	242
730	Government Office	1,000 Sq Ft	22.59	7.45	3.03	330
770	Business Park	1,000 Sq Ft	12.44	4.04	3.08	325
820	Shopping Center (avg size)	1,000 Sq Ft	37.01	17.42	2.12	471

1. Trip Generation, Institute of Transportation Engineers, 11th Edition (2021).

Trip Rate Adjustments

To calculate impact fees, trip generation rates require an adjustment factor to avoid double counting each trip at both the origin and destination points. Therefore, the basic trip adjustment factor is 50 percent. As discussed further below, the impact fee methodology includes additional adjustments to make the fees proportionate to the infrastructure demand for particular types of development.

Adjustment for Pass-By Trips

For commercial and institutional development, the trip adjustment factor is less than 50 percent since these types of development attract vehicles as they pass by on arterial and collector roads. For example, when someone stops at a convenience store on the way home from work, the convenience store is not the primary destination. For an average shopping center, ITE data indicate 34 percent of the vehicles that enter are passing by on their way to another primary destination. The remaining 66 percent of attraction trips have the commercial site as their primary destination. Since attraction trips are half of all trips, the trip adjustment factor is 66 percent multiplied by 50 percent – approximately 33 percent of trip ends.

Average Weekday Vehicle Trips

Shown in Figure B10 are the demand indicators for nonresidential land uses related to average weekday vehicle trips (AWVT) generated per 1,000 square feet of floor area. To calculate average weekday vehicle trips, multiply average weekday vehicle trip ends by the trip rate adjustment factor. For example, the industrial demand unit of 2.44 average weekday vehicle trips per 1,000 square feet of floor area is the sum of 4.87 average weekday vehicle trip ends per 1,000 square feet of floor area multiplied by a trip rate adjustment factor of 50 percent. Figure B11 includes nonresidential vehicle trips in the 2022 base year.

Figure B10: Average Weekday Vehicle Trips (AWVT) by Development Type

Nonresidential Development			
Development Type	AWVTE per 1,000 Sq Ft ¹	Trip Rate Adjustment	AWVT per 1,000 Sq Ft ¹
Industrial	4.87	50%	2.44
Commercial	37.01	33%	12.21
Office & Other Services	10.84	50%	5.42
Institutional	22.59	33%	7.45

1. See Land Use Assumptions

Figure B11: Nonresidential Vehicle Trips

Development Type	ITE Code	Avg Wkday VTE	Trip Adjustment	2023 Dev Units	2023 Veh Trips
Industrial	110	4.87	50%	54	131
Commercial	820	37.01	33%	373	4,551
Office & Other Services	710	10.84	50%	208	1,129
Institutional	610	22.59	33%	88	654

DRAFT Impact Fee Study
Flagler Beach, Florida

DEVELOPMENT PROJECTIONS

Provided below are summaries of development projections used in the Impact Fee Study. Development projections are used to illustrate a possible future pace of demand for infrastructure and cash flows resulting from revenues and expenditures associated with those demands.

Figure B12: Development Projections

Flagler Beach, Florida	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	10-Year Increase
		Base Year	1	2	3	4	5	6	7	8	9	10	
Resident Population													
Single Family	4,691	4,757	5,428	6,100	6,771	7,443	8,114	8,786	9,457	10,129	10,800	11,471	6,715
Multi-Family	609	609	614	620	625	631	636	642	647	652	658	663	54
Resident Population	5,300	5,366	6,043	6,720	7,397	8,073	8,750	9,427	10,104	10,781	11,458	12,135	6,769
Seasonal Population	1,960	1,960	1,960	1,960	1,960	1,960	1,960	1,960	1,960	1,960	1,960	12,798	10,838
Peak Population	7,260	7,326	8,002	8,679	9,356	10,033	10,710	11,387	12,064	12,741	13,418	14,095	6,769
Housing Units													
Single Family	2,982	3,012	3,318	3,624	3,930	4,236	4,542	4,848	5,154	5,460	5,766	6,072	3,060
Multi-Family	775	775	779	783	787	791	795	799	803	807	810	814	39
Total	3,758	3,788	4,098	4,407	4,717	5,027	5,337	5,647	5,957	6,267	6,577	6,887	3,099
Employment													
Industrial	83	85	95	106	117	127	138	149	159	170	181	191	107
Commercial	782	792	892	991	1,091	1,191	1,291	1,391	1,491	1,591	1,691	1,790	999
Office & Other Services	670	678	764	849	935	1,021	1,106	1,192	1,277	1,363	1,448	1,534	856
Institutional	263	266	300	333	367	400	434	467	501	534	568	601	336
Total	1,798	1,821	2,050	2,280	2,510	2,739	2,969	3,199	3,428	3,658	3,888	4,117	2,297
Nonres. Floor Area (x1,000)													
Industrial	53	54	61	67	74	81	88	95	101	108	115	122	68
Commercial	368	373	420	467	514	561	608	655	702	749	796	843	470
Office & Other Services	206	208	235	261	287	314	340	366	392	419	445	471	263
Institutional	87	88	99	110	121	132	143	154	165	176	187	198	111
Total	714	723	814	905	996	1,087	1,178	1,269	1,361	1,452	1,543	1,634	912

Provided below are summaries of nonresidential vehicle trip projections used in the Impact Fee Study.

Figure B13: Nonresidential Vehicle Trip Projections

Flagler Beach, Florida	Base 2023	1 2024	2 2025	3 2026	4 2027	5 2028	6 2029	7 2030	8 2031	9 2032	10 2033	10-Year Increase
Industrial KSF	54	61	67	74	81	88	95	101	108	115	122	62
Commercial KSF	373	420	467	514	561	608	655	702	749	796	843	428
Office & Other Services KSF	208	235	261	287	314	340	366	392	419	445	471	239
Institutional KSF	88	99	110	121	132	143	154	165	176	187	198	101
Industrial Trips	131	148	164	181	197	214	230	247	263	280	296	150
Commercial Trips	4,551	5,125	5,700	6,274	6,848	7,422	7,996	8,570	9,145	9,719	10,293	5,223
Office & Other Services Trips	1,129	1,272	1,414	1,557	1,699	1,842	1,984	2,127	2,269	2,412	2,554	1,296
Institutional Trips	654	736	819	901	984	1,066	1,149	1,231	1,314	1,396	1,479	750
Nonresidential Trips	6,466	7,281	8,097	8,913	9,728	10,544	11,360	12,175	12,991	13,806	14,622	7,420

1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0

AN ORDINANCE OF THE CITY OF FLAGLER BEACH, FLORIDA, RELATING TO IMPACT FEES; ADOPTING THE FEE STUDY PREPARED BY TISCHLER BISE; INCREASING THE AMOUNTS TO BE CHARGED FOR WATER AND WASTEWATER IMPACT FEES; ADOPTING NEW POLICE, FIRE, LIBRARY, AND PARKS AND RECREATION IMPACT FEES; ESTABLISHING AN ADMINISTRATIVE CHARGE CONSISTENT WITH STATE LAW; AMENDING REGULATIONS PERTAINING TO THE COLLECTION, USE, AND TIMING OF PAYMENTS OF WATER, WASTEWATER, POLICE, FIRE, LIBRARY, AND PARKS AND RECREATION IMPACT FEES; PROVIDING FOR NOTICE OF INCREASED AND NEW FEES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY AND CONFLICTS, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, under its home rule powers and pursuant to §163.31801, *Florida Statutes*, the City of Flagler Beach may impose impact fees to ensure that new development pays for its proportional share of capital facilities required by such new development; and

WHEREAS, the City of Flagler Beach last amended its water and wastewater impact fee program in 2012; and

WHEREAS, the City Commission of the City of Flagler Beach has studied the necessity for and implications of the adoption of an ordinance updating the water and wastewater impact fees and adopting police, fire, library, and parks and recreation impact fees and has retained a professional consulting firm to prepare a study relating to these fees (the “Study”) to determine the proportionate demand that new development generates for additional water, wastewater, police, fire, library, and parks and recreation facilities and improvements; and

WHEREAS, the Study has been presented to and reviewed by the City Commission of the City of Flagler Beach, and it has been determined: (1) water, wastewater, police, fire, library, and parks and recreation impact fees are necessary to offset the costs associated with meeting future demands for the City's water, wastewater, police, fire, library, and parks facilities pursuant to the

30 projections set forth in the Study; (2) that the new impact fees bear a reasonable relationship to
31 the burden imposed upon the City to provide infrastructure and facilities to meet the demand of
32 new City residents; (3) that impact fee revenues will provide a direct benefit to such new City
33 residents reasonably related to the fees assessed; (4) that an essential nexus exists between
34 projected new development and the need for additional facilities and infrastructure to be funded
35 with impact fees and the benefits that accrue to new development paying the fees; (5) that the
36 amount of the impact fees are roughly proportional to the *pro rata* share of the additional
37 facilities and infrastructure needed to serve new development; and

38 **WHEREAS**, §163.31801, *Florida Statutes* requires impact fee increases to be implemented
39 in annual increments as directed by the statute; and

40 **WHEREAS**, Section 163.31801, *Florida Statutes* requires that local governments ensure
41 that collection of an impact fee not be required to occur earlier than the date of issuance of
42 issuance of the building permit for the property that is subject to the fee; and

43 **WHEREAS**, the fees adopted herein are consistent with the maximum increase and phase-
44 in provisions of Section 163.31801, *Florida Statutes*;

45 **WHEREAS**, the decisions of the City Commission as set forth herein are reasonable and
46 prudent steps pertaining to sound growth management which have been taken for the benefit
47 of the citizens of the City, both present and future; and

48 **WHEREAS**, the City is projected to significantly grow in population and further
49 economically develop in the future; and

50 **WHEREAS**, this Ordinance contains an administrative framework to ensure that the
 51 benefit of facilities and infrastructure funded with impact fees will accrue proportionately to new
 52 development paying the fees; and

53
 54 **WHEREAS**, Section 163.3202(3), *Florida Statutes*, encourages the use of innovative
 55 land use regulations and impact fees by local governments to manage growth and to provide the
 56 necessary public facilities and for the imposition by local governments of impact fees on
 57 development to fund the capital cost of facilities necessitated by such development; and

58 **WHEREAS**, requiring future growth to contribute its fair share of the costs necessary to
 59 fund required capital improvements and additions is an integral and vital part of the regulatory
 60 plan of growth management in the City and is a practice consistent with sound and generally
 61 accepted growth management, fiscal and public administration practices and principles; and

62 **WHEREAS**, for clarity and ease of reference all impact fees provisions shall be located in
 63 a new Chapter 12 of the Code of Ordinances entitled "Impact Fees" and deletion of the existing
 64 provisions related to water and wastewater impact fees contained herein is a relocation of the
 65 provisions establishing and regulating those impact fees, not a repeal of said impact fees.

66 Note: Underlined words constitute the new text of the City of Flagler Beach Code of
 67 Ordinances, asterisks (***) indicate an omission from the original text of the Code of Ordinances,
 68 City of Flagler Beach, which is intended to remain unchanged, and ~~striethrough~~ constitutes
 69 deletions from the original Code of Ordinances.

70 **NOW, THEREFORE, BE IT ORDAINED** by the City Commission of the City of Flagler Beach,
 71 Florida, as follows:

SECTION 1. The above recitals, or “Whereas” clauses, are hereby adopted as the City Commission’s legislative findings and are incorporated herein by reference.

SECTION 2. Chapter 12 of the Flagler Beach Code of Ordinances is hereby created as follows:

CHAPTER 12 – IMPACT FEES

ARTICLE I. ADOPTION OF FEE STUDY AND RATIONAL NEXUS

(a) The city commission hereby adopts by reference the Impact Fee Study dated February 8, 2024 as prepared by Tischler Bise relating to the capital costs of the City of Flagler Beach to meet facilities and infrastructure needs related to the impacts of new development for water, wastewater, police, fire, library parks and recreation, and administrative services.

(b) The city commission finds that there is a reasonable connection, or rational nexus, between the need for new or expanded facilities and infrastructure in the city and the growth in population anticipated within the city. In addition, the city commission finds there is a reasonable connection, or rational nexus, between the anticipated expenditures of the police impact fees collected and the benefits accruing to anticipated new development.

ARTICLE II. DEFINITIONS

The following words, terms and phrases, when used in this chapter, shall have the meaning ascribed to them in this section, except where the context clearly indicates a different meaning, or except as otherwise provided.

Applicant means any person, developer, builder or entity which requires public services as a result of development for the benefit of itself or a prospective future occupant.

Building is any structure, either temporary or permanent, designed or built for the support, enclosure shelter or protection of persons, chattels or property of any kind. This term shall include trailers, mobile homes or any other vehicles serving in any way the function of a building. This term shall not include temporary construction sheds or trailers erected to assist in construction and maintained during the time of a construction.

Nonresidential includes all land uses not otherwise specified as residential or exempted as set forth herein. This shall include, but is not limited to day care facilities, residential care facilities, nursing homes, boarding houses, educational facilities, cultural facilities, churches, all commercial uses, all transient lodging and entertainment facilities except those which are temporary in nature, all automotive facilities and/or structures, all miscellaneous business uses and services and all industrial uses.

Owner of record means the most recent owner of a parcel of property appearing in the official records of Flagler County, Florida.

Residential means multifamily dwelling units, mobile homes, and single-family detached houses.

ARTICLE III. GENERAL TERMS RELATED TO COLLECTION AND ACCOUNTING OF IMPACT FEE FUNDS

115 (a) There are established capital fund accounts for impact fees, to be
116 generally designated as the "Impact Fee Capital Improvement Trust Fund for the
117 Extension of Primary Water Systems," "Impact Fee Capital Improvement Trust Fund for
118 the Extension of Primary Wastewater Systems," "Police Impact Fee Account," "Fire
119 Impact Fee Account," "Library Impact Fee Account, and "Parks and Recreation Impact
120 Fee Account." Each capital fund account for impact fees shall continue to be maintained
121 separate and apart from all other accounts of the city. The monies deposited into the
122 impact fee capital fund accounts shall be used solely for the purposes allowed by Florida
123 Statutes and as set forth in this chapter.

124 (b) Funds on deposit in impact fee accounts established within this article
125 shall not be used for any expenditure that would be classified as an operational
126 expense, a maintenance expense or a repair expense.

127 (c) Any funds on deposit in an impact fee account not immediately
128 necessary for expenditure shall be invested in interest-bearing accounts. Applicants
129 shall not receive a credit for or be entitled to interest from the investment of such
130 funds, except as otherwise required in this chapter.

131 (d) An applicant may request an estimate of impact fees which may be
132 imposed by filing a written request to the city. Any estimate which the city provides is
133 non-binding and may be subject to change when the impact fees become due and
134 payable pursuant to this chapter. Non-binding estimates are for the sole benefit of the
135 prospective applicant and neither bind the city, nor preclude it from making
136 amendments or revisions to any provisions of this chapter. No vested rights, legal

entitlements, or equitable estoppel accrue by reason of a non-binding estimate. A non-binding fee estimate does not constitute a final decision and may not be appealed pursuant to this chapter.

(e) Any person who disagrees with a decision or interpretation of this chapter may appeal to the city manager or designee by filing a written notice of appeal within ten (10) days after the date of the action or decision complained of. The written notice of appeal shall set forth concisely the action or decision appealed as well as the grounds upon which the appeal is based. The city manager or designee shall consider all facts material to the appeal and render a written decision within thirty (30) days of receiving the appeal. Any person who disagrees with the decision of the city manager or designee may appeal to the city commission by filing a written notice of appeal with the city manager's office setting forth concisely the decision appealed within ten (10) days after the date of the city manager's decision. The appeal shall be set for the next available city commission meeting for consideration. The city commission's written decision shall constitute final administrative review

(f) Failure to pay an impact fee when determined by the city that an obligation is required to satisfy the impact of development may result in the amount due becoming a lien against the property. The city shall provide a written notice of the impact fee due by personal service, certified, return receipt requested United States Mail or Federal Express or other equivalent overnight letter delivery company. Upon failure to pay the impact fee within thirty (30) days of the date of the notice, a notice of lien may be served upon the applicant owing impact fees and recorded in official

159 records of Flagler County, Florida. Such lien may be foreclosed in the manner
160 provided by law, and there shall be added to the amount of such lien all costs incident
161 to such proceedings including reasonable attorney's fees

162 (g) If impact fees have not been expended or encumbered by the end of
163 the calendar quarter immediately following ten (10) years from the date the fees were
164 paid, upon application of the fee payer of proof of payment, or proof of the date the
165 development permit was approved by the city and that development was never
166 begun, the fees shall be returned with interest at the rate determined by the city
167 based upon the average interest earning rate incurred by the city in accordance with
168 the following procedure:

169 (1) The present owner must petition the city Commission for the
170 refund within one (1) year following the end of the calendar quarter
171 immediately following ten (10) years from the date on which the fee was
172 received.

173 (2) The petition must be submitted to the city manager and must
174 contain:

175 (i) A notarized sworn statement that the petitioner is the
176 current owner of the property;

177 (ii) A copy of the dated receipt issued for payment of the fee
178 or other document evidencing the date the development was approved
179 by the city, which development was never begun;

180 (iii) A certified copy of the latest recorded deed; and

181 (iv) A copy of the most recent ad valorem tax bill.

182 If reimbursement is approved, the city shall remit to the petitioner within sixty (60)
183 days of approval. In determining whether a petitioner is entitled to a refund, it shall be
184 assumed that impact fees are expended or encumbered in the same order in which
185 they were received (that is, "first in, first out"). No refund shall be made of any
186 administrative fee authorized and collected pursuant to this chapter.

187 (h) Any change in the use of property shall require payment of an impact
188 fee in an amount equal to any increase in density or intensity.

189 (i) All impact fee revenues expended from an impact fee fund shall be used
190 for the purpose of providing growth necessitated capital improvements and acquiring,
191 designing, constructing, extending, expanding, relocating, and/or separating capital
192 facilities and infrastructure determined by the city commission to be necessary to
193 serve new development.

194 (j) The City shall be exempt from impact fee charges.

195 **ARTICLE IV. POTABLE WATER IMPACT FEE**

196 (a) Any applicant who seeks to develop land or make improvements to real
197 property shall pay the following potable water impact fees in the manner and amount
198 established and computed pursuant to this article.

199 (b) Subject to the phase-in of fees pursuant to Section 163.31801, Florida
200 Statutes, as set forth in paragraph (c) below, impact fees charged and collected for
201 potable water shall be as follows:

<u>Meter Size and Type</u>	<u>Capacity Ratio</u>	<u>Total Impact Fee to be Collected after Phase-In¹</u>	<u>Existing Impact Fee at Time of Adoption²</u>	<u>Increase Over Existing</u>
<u>0.75 Displacement</u>	<u>1.00</u>	<u>\$3,007</u>	<u>\$2,509</u>	<u>\$498</u>
<u>1.00 Displacement</u>	<u>1.67</u>	<u>\$5,022</u>	<u>\$4,190</u>	<u>\$832</u>
<u>1.50 Displacement</u>	<u>3.33</u>	<u>\$10,015</u>	<u>\$8,356</u>	<u>\$1,659</u>
<u>2.00 Displacement</u>	<u>5.33</u>	<u>\$16,029</u>	<u>\$13,374</u>	<u>\$2,655</u>
<u>3.00 Singlejet</u>	<u>10.67</u>	<u>\$32,089</u>	<u>\$26,773</u>	<u>\$5,316</u>
<u>3.00 Compound</u>	<u>10.67</u>	<u>\$32,089</u>	<u>\$26,773</u>	<u>\$5,316</u>
<u>3.00 Turbine</u>	<u>11.67</u>	<u>\$35,096</u>	<u>\$29,282</u>	<u>\$5,814</u>
<u>4.00 Singlejet</u>	<u>16.67</u>	<u>\$50,133</u>	<u>\$41,828</u>	<u>\$8,305</u>
<u>4.00 Compound</u>	<u>16.67</u>	<u>\$50,133</u>	<u>\$41,828</u>	<u>\$8,305</u>
<u>4.00 Turbine</u>	<u>21.00</u>	<u>\$63,155</u>	<u>\$52,693</u>	<u>\$10,462</u>
<u>6.00 Singlejet</u>	<u>33.33</u>	<u>\$100,236</u>	<u>\$83,631</u>	<u>\$16,604</u>
<u>6.00 Compound</u>	<u>33.33</u>	<u>\$100,236</u>	<u>\$83,631</u>	<u>\$16,604</u>
<u>6.00 Turbine</u>	<u>43.33</u>	<u>\$130,310</u>	<u>\$108,723</u>	<u>\$21,586</u>
<u>8.00 Compound</u>	<u>53.33</u>	<u>\$160,383</u>	<u>\$62,396</u>	<u>\$31,198</u>
<u>8.00 Turbine</u>	<u>93.33</u>	<u>\$163,794</u>	<u>\$133,815</u>	<u>\$26,568</u>
<u>10.00 Turbine</u>	<u>140.00</u>	<u>\$421,032</u>	<u>\$351,287</u>	<u>\$69,746</u>

¹ AWWA Manual of Water Supply Practices M-1, 7th Ed.

² Base meter fee is the current water fee and then is scaled up using the proposed meter capacity ratio

<u>12.00 Turbine</u>	<u>176.67</u>	<u>\$531,313</u>	<u>\$443,299</u>	<u>\$88,014</u>
----------------------	---------------	------------------	------------------	-----------------

(c) Implementation of the increased fees provided herein shall be phased in over two equal installments. During the twelve month period beginning August 1, 2024, the impact fee to be collected shall be the Existing Impact Fee at Time of Adoption amount plus one-half (1/2) of the Increase Over Existing amount. During the twelve month period beginning August 1, 2025, the impact fee to be collected shall be the Total Impact Fee to be Collected after Phase-In.

ARTICLE V. WASTEWATER IMPACT FEE

(a) Any applicant who seeks to develop land or make improvements to real property shall pay the following wastewater impact fees in the manner and amount established and computed pursuant to this article.

(b) Subject to the phase-in of fees pursuant to Section 163.31801, Florida Statutes, as set forth in paragraph (c) below, impact fees charged and collected for wastewater shall be as follows:

<u>Meter Size and</u> <u>Type</u>	<u>Capacity Ratio</u>	<u>Total Impact</u> <u>Fee to be</u> <u>Collected after</u> <u>Phase-In</u> ³	<u>Existing</u> <u>Impact Fee</u> <u>at Time of</u> <u>Adoption</u> ⁴	<u>Increase Over</u> <u>Existing</u>
--	-----------------------	---	---	---

³ AWWA Manual of Water Supply Practices M-1, 7th Ed.
⁴ Base meter fee is the current sewer fee and then is scaled up using the proposed meter capacity ratio

<u>0.75 Displacement</u>	<u>1.00</u>	<u>\$3,806</u>	<u>\$3,083</u>	<u>\$723</u>
<u>1.00 Displacement</u>	<u>1.67</u>	<u>\$6,356</u>	<u>\$5,148</u>	<u>\$1,208</u>
<u>1.50 Displacement</u>	<u>3.33</u>	<u>\$12,673</u>	<u>\$10,265</u>	<u>\$2,408</u>
<u>2.00 Displacement</u>	<u>5.33</u>	<u>\$20,284</u>	<u>\$16,430</u>	<u>\$3,855</u>
<u>3.00 Singlejet</u>	<u>10.67</u>	<u>\$40,607</u>	<u>\$32,890</u>	<u>\$7,717</u>
<u>3.00 Compound</u>	<u>10.67</u>	<u>\$40,607</u>	<u>\$32,890</u>	<u>\$7,717</u>
<u>3.00 Turbine</u>	<u>11.67</u>	<u>\$44,412</u>	<u>\$35,973</u>	<u>\$8,440</u>
<u>4.00 Singlejet</u>	<u>16.67</u>	<u>\$63,441</u>	<u>\$51,385</u>	<u>\$12,056</u>
<u>4.00 Compound</u>	<u>16.67</u>	<u>\$63,441</u>	<u>\$51,385</u>	<u>\$12,056</u>
<u>4.00 Turbine</u>	<u>21.00</u>	<u>\$79,920</u>	<u>\$64,733</u>	<u>\$15,187</u>
<u>6.00 Singlejet</u>	<u>33.33</u>	<u>\$126,844</u>	<u>\$102,740</u>	<u>\$24,104</u>
<u>6.00 Compound</u>	<u>33.33</u>	<u>\$126,844</u>	<u>\$102,740</u>	<u>\$24,104</u>
<u>6.00 Turbine</u>	<u>43.33</u>	<u>\$164,901</u>	<u>\$133,565</u>	<u>\$31,336</u>
<u>8.00 Compound</u>	<u>53.33</u>	<u>\$202,958</u>	<u>\$202,958</u>	<u>\$38,568</u>
<u>8.00 Turbine</u>	<u>93.33</u>	<u>\$355,186</u>	<u>\$287,690</u>	<u>\$67,496</u>
<u>10.00 Turbine</u>	<u>140.00</u>	<u>\$532,798</u>	<u>\$431,550</u>	<u>\$101,248</u>
<u>12.00 Turbine</u>	<u>176.67</u>	<u>\$672,353</u>	<u>\$544,585</u>	<u>\$127,767</u>

(c) Implementation of the increased fees provided herein shall be phased in over four equal installments. During the twelve month period beginning August 1, 2024, the impact fee to be collected shall be the Existing Impact Fee at Time of Adoption amount plus one-half (1/2) of the Increase Over Existing amount. During the twelve month period

beginning August 1, 2025, the impact fee to be collected shall be the Total Impact Fee to be Collected after Phase-In.

ARTICLE VI. POLICE IMPACT FEE

(a) Any applicant who seeks to develop land or make improvements to real property shall pay the following police impact fees in the manner and amount established and computed pursuant to this article.

(b) Beginning August 1, 2024, the police impact fee to be charged and collected shall be as follows:

<u>Residential Fee per Unit</u>	
<u>Square Footage</u>	<u>Impact Fee to be Collected</u>
<u>1,100 or less</u>	<u>\$455</u>
<u>1,101 to 1,500</u>	<u>\$717</u>
<u>1,501 to 2,000</u>	<u>\$905</u>
<u>2,001 to 2,500</u>	<u>\$1,054</u>
<u>2,501 to 3,000</u>	<u>\$1,176</u>
<u>3,001 to 3,500</u>	<u>\$1,281</u>
<u>3,501 or more</u>	<u>\$1,373</u>

<u>Nonresidential Fee per 1,000 Square Feet</u>	
<u>Development Type</u>	<u>Impact Fee to be Collected</u>

<u>Industrial</u>	<u>\$381</u>
<u>Commercial</u>	<u>\$1,911</u>
<u>Office & Other Services</u>	<u>\$848</u>
<u>Institutional</u>	<u>\$1,166</u>

231

232 **ARTICLE VII. FIRE IMPACT FEE**

233

234

235

236

237

(a) Any applicant who seeks to develop land or make improvements to real property shall pay the following fire impact fees in the manner and amount established and computed pursuant to this article.

(b) Beginning August 1, 2024, the fire impact fee to be charged and collected shall be as follows:

<u>Residential Fee per Unit</u>	
<u>Square Footage</u>	<u>Impact Fee to be Collected</u>
<u>1,100 or less</u>	<u>\$538</u>
<u>1,101 to 1,500</u>	<u>\$849</u>
<u>1,501 to 2,000</u>	<u>\$1,071</u>
<u>2,001 to 2,500</u>	<u>\$1,247</u>
<u>2,501 to 3,000</u>	<u>\$1,392</u>
<u>3,001 to 3,500</u>	<u>\$1,516</u>
<u>3,501 or more</u>	<u>\$1,625</u>

238

<u>Nonresidential Fee per 1,000 Square Feet</u>	
<u>Development Type</u>	<u>Impact Fee to be Collected</u>
<u>Industrial</u>	<u>\$451</u>
<u>Commercial</u>	<u>\$2.261</u>
<u>Office & Other Services</u>	<u>\$1,003</u>
<u>Institutional</u>	<u>\$1,380</u>

239

240 **ARTICLE VIII. LIBRARY IMPACT FEE**

241

242

243

244

245

(a) Any applicant who seeks to develop land or make improvements to real property for residential development shall pay the following library impact fees in the manner and amount established and computed pursuant to this article.

(b) Beginning August 1, 2024, the library impact fee to be charged and collected shall be as follows:

<u>Residential Fee per Unit</u>	
<u>Square Footage</u>	<u>Impact Fee to be Collected</u>
<u>1,100 or less</u>	<u>\$123</u>
<u>1,101 to 1,500</u>	<u>\$193</u>
<u>1,501 to 2,000</u>	<u>\$244</u>
<u>2,001 to 2,500</u>	<u>\$284</u>
<u>2,501 to 3,000</u>	<u>\$317</u>

<u>3,001 to 3,500</u>	<u>\$345</u>
<u>3,501 or more</u>	<u>\$370</u>

ARTICLE IX. PARKS AND RECREATION IMPACT FEE

(a) Any applicant who seeks to develop land or make improvements to real property for residential development shall pay the following parks and recreation impact fees in the manner and amount established and computed pursuant to this article.

(b) Beginning August 1, 2024, the parks and recreation impact fee to be charged and collected shall be as follows:

<u>Residential Fee per Unit</u>	
<u>Square Footage</u>	<u>Impact Fee to be Collected</u>
<u>1,100 or less</u>	<u>\$539</u>
<u>1,101 to 1,500</u>	<u>\$850</u>
<u>1,501 to 2,000</u>	<u>\$1,073</u>
<u>2,001 to 2,500</u>	<u>\$1,250</u>
<u>2,501 to 3,000</u>	<u>\$1,395</u>
<u>3,001 to 3,500</u>	<u>\$1,519</u>
<u>3,501 or more</u>	<u>\$1,628</u>

ARTICLE X. ADMINISTRATIVE FEE

255 Beginning August 1, 2024, the administrative fee charged and collected for new
256 development shall be as follows:

<u>Residential Fee per Unit</u>	
<u>Square Footage</u>	<u>Administrative Charge</u>
<u>1,100 or less</u>	<u>\$3</u>
<u>1,101 to 1,500</u>	<u>\$5</u>
<u>1,501 to 2,000</u>	<u>\$6</u>
<u>2,001 to 2,500</u>	<u>\$7</u>
<u>2,501 to 3,000</u>	<u>\$8</u>
<u>3,001 to 3,500</u>	<u>\$8</u>
<u>3,501 or more</u>	<u>\$9</u>

257

<u>Nonresidential Fee per 1,000 Square Feet</u>	
<u>Development Type</u>	<u>Administrative Charge</u>
<u>Industrial</u>	<u>\$4</u>
<u>Commercial</u>	<u>\$6</u>
<u>Office & Other Services</u>	<u>\$9</u>
<u>Institutional</u>	<u>\$8</u>

258

259 **SECTION 3.** Appendix “A,” “Land Development Regulations” of the City of Flagler Beach, Code
260 of Ordinances is amended by deleting existing Sections 5.03.87 through 5.03.93 which is being
261 replaced by portions of the new language in Section 2, above.

~~Sec. 5.03.87. Impact Fee.~~

~~Sec. 5.03.88. Definitions.~~

~~The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:~~

~~Combination accounts.~~ Accounts that contain both residential and commercial facilities served through a common meter may be treated as nonresidential.

~~Equivalent living unit.~~ The following is a definition of equivalent living unit (E.L.U.)

~~(1) Residential Single family.~~ Each single family residence served by the city through a single sewer service and/or water meter shall be one (1) equivalent living unit.

~~(2) Residential Rooms, combinations of rooms, etc.~~ Each residential room, combination of rooms, apartment, or prepared mobile home space, that includes connection points for sewer and/or water service that is owner occupied, offered separately for rent as a rental unit, or vacant, shall be one (1) equivalent living unit.

~~(3) Nonresidential, commercial and industrial.~~ For nonresidential uses not specifically defined elsewhere in this article, the number of equivalent living units shall be computed by the building official using the fixture unit count as defined in the following table:

Fixture Units	E.L.U.	Fixture Units	E.L.U.
1 15	1	241 340	8
16 30	2	341 480	9
31 60	3	481 620	10

61 —80	4	621 —800	11
81 —100	5	801 —1000	12
101—160	6	1001—1300	13
161—240	7	1301—1650	14

279

280 For each additional increment of seven hundred fifty (750) fixture units, add one (1) E.L.U.

281 ~~Expansion of an existing connection. If a building permit is issued for an existing~~

282 ~~connection which will increase water or sewer demand, or if a building changes from~~

283 ~~residential to nonresidential occupancy, the total number of E.L.U.'s for the old and new~~

284 ~~parts of the facility shall be computed as outlined in the definition of "equivalent living~~

285 ~~unit." The number of new E.L.U.'s shall be determined by subtracting the old E.L.U.'s from~~

286 ~~the total number of E.L.U.'s in the entire facility. The impact fee will be assessed on the~~

287 ~~number of new E.L.U.'s. As an example, if an existing building contained one hundred fifty~~

288 ~~(150) fixture units and it was expanded to three hundred (300) fixture units, the impact~~

289 ~~fee would equal (8 E.L.U.'s — 6 E.L.U.'s) or 2 E.L.U.'s.~~

290 ~~Sanitary sewer facilities. A sanitary sewer system includes two (2) broad categories or~~

291 ~~subsystems, which are:~~

292 ~~(1) — Primary systems:~~

293 ~~a. — Plant facilities:~~

294 ~~i. — Treatment plants;~~

295 ~~ii. — Effluent disposal facilities.~~

296 ~~b. — Transmission facilities:~~

297 i. ~~Master pump stations;~~

298 ii. ~~Force mains;~~

299 iii. ~~Interceptors.~~

300 (2) ~~Secondary or local collection systems:~~

301 a. ~~House laterals;~~

302 b. ~~Eight-inch or smaller collector sewers;~~

303 c. ~~Lift stations;~~

304 d. ~~Low pressure sewer mains;~~

305 e. ~~Eight-inch or smaller force mains.~~

306 ~~Water facilities. A water facility system includes two (2) broad categories or subsystems,~~
 307 ~~which are:~~

308 (1) ~~Primary systems:~~

309 a. ~~Plant facilities:~~

310 i. ~~Wells and well pumps;~~

311 ii. ~~Raw water mains;~~

312 iii. ~~Treatment plans;~~

313 b. ~~Transmission facilities:~~

314 i. ~~High service pumps;~~

315 ii. ~~Storage and re-pumping;~~

316 iii. ~~Transmission mains.~~

317 ~~Cross reference(s) — General definitions, § 1-2.~~

318 ~~Sec. 5.03.89. Purpose.~~

319 ~~(a) This article is to establish procedures to facilitate the orderly expansion of the~~
320 ~~city's water supply system and wastewater treatment system.~~

321 ~~(b) In order to fund primary capital improvements, several combined methods of~~
322 ~~financing will be necessary, one (1) of which is an impact fee defined as "a new building's~~
323 ~~contribution toward its equitable share of the cost of capital improvements required to~~
324 ~~serve new users."~~

325 ~~(c) All secondary facilities shall be provided by the customer or developer in~~
326 ~~accordance with the Uniform Extension Policy to facilitate the orderly expansion of this~~
327 ~~portion of the water and sewer systems.~~

328 ~~Sec. 5.03.90. Reserved.~~

329 ~~Sec. 5.03.91. Fee schedule.~~

330 ~~(a) There is hereby imposed an impact fee based on the city commission's~~
331 ~~determination of the equitable portion of the system upon the equivalent living unit~~
332 ~~responsible for the need for additional system financing.~~

333 ~~(b) The fee for each equivalent living unit connected to the system shall be as follows:~~

334 ~~(1) Water impact fee for primary systems:~~

Plant facilities	\$ 320.00
Transmission facilities	—850.00
—Total	—1,170.00

335
336 ~~(2) Sewer impact fee for primary systems:~~

Plant facilities	\$ 725.00
Transmission facilities	—515.00
— Total	—1,240.00

~~(c) — Each additional equivalent living unit occasioned by changes in property usage subsequent to the effective date of this section shall be subject to an additional impact fee computed in accordance with the foregoing criteria.~~

~~(d) — There shall be an annual adjustment of rates as set forth in Ordinance No. 2000-08 [2000-28], such adjustment shall be calculated by using the annual indexing factor based on the Engineering News Record (ENR) Construction Cost Index. The resulting fee will become effective each October 1, starting October 1, 2002, and will be valid for the new fiscal year.~~

~~Sec. 5.03.92. Imposing fee; when payable; penalty for nonpayment~~

~~(a) — The fee in Section 5.03.91 shall be imposed on every equivalent living unit connected to the water or sewer system whether those units are new or existing as follows:~~

~~(1) — On every new connection or addition to the water or sewer system where the building permit was issued on October 5, 1979, and subsequent thereto;~~

~~(2) — On every equivalent living unit connecting to the water or sewer system as it existed on October 5, 1979 (excepting there from any equivalent living unit for which a building permit was issued prior to October 5, 1979);~~

~~(3) — On every equivalent living unit connecting to the water or sewer system and not having obtained final building inspection as of September 25, 1980.~~

~~(b) — The fee in Section 5.03.91 shall be imposed on every equivalent living unit constructed or connected in areas served by the existing sewer or water system as well as in those areas that will be on an extension of the local collection and distribution system as well as those areas where the local facilities have been installed by the developer.~~

~~(c) — Except as otherwise provided in this article, impact fees shall be due and payable as follows:~~

~~(1) — In full, upon application for the building permit;~~

~~(2) — If building permit has already been issued, the fees shall be paid within six (6) months from the date the permit was issued or upon request for final inspection by the building official, whichever occurs sooner;~~

~~(3) — Regardless of method or time of payment, no final inspection shall be made or approved, nor shall a certificate of occupancy be issued until all such fees are paid in full;~~

~~(4) — All deferred impact fee payments and all delinquent impact fees shall bear interest at the rate of four point seven five (4.75) percent per annum, compounded monthly from the effective date of this section or from the date due, whichever occurs later.~~

~~(d) — For those equivalent residential units that:~~

~~(1) — Obtained a building permit on October 5, 1979 and thereafter, and have obtained a final building inspection as of October 23, 1980;~~

~~(2) Are existing structures in areas that will be on future extensions of the local collection and distribution system, a deferred payment plan, known as monthly payback, is hereby established as follows:~~

~~a. For each water and sewer connection, the city shall receive thirty five dollars and seventy nine cents (\$35.79) per month. This is in addition to all other rates and fees. This fee shall be paid every month until the balance of the fee has been paid. In addition, all "monthly payback" accounts open on each May 1, commencing May 1, 1981, shall be assessed a service fee of twenty five dollars (\$25.00) in order to defray the administrative expense of the monthly payback system. The owner of the E.L.U. can pay the remaining amount due on the account at any time during the payback period;~~

~~b. For each water connection, the city shall receive seventeen dollars and seventy six cents (\$17.76) per month. This is in addition to all other rates and fees. This fee shall be paid every month until the balance of the fee has been paid. In addition, all "monthly payback" accounts open on each May 1, commencing May 1, 1981, shall be assessed a service fee of twenty five dollars (\$25.00) in order to defray the administrative expense of the monthly payback system. The owner of the E.L.U. can pay during the payback period;~~

~~c. For each sewer connection, the city shall receive eighteen dollars and three cents (\$18.03) per month. This is in addition to all other rates and fees. This fee shall be paid every month until the balance of the fee has been paid. In addition, all "monthly payback" accounts open on each May 1, commencing May 1, 1981, shall be assessed a service fee~~

~~of twenty-five dollars (\$25.00) in order to defray the administrative expense of the monthly payback system. The owner of the E.L.U. can pay during the payback period; d. The monthly payback and service fee will be added to the monthly water and sewer bill for the unit and will be the owner's responsibility to ensure payment whether or not the unit is owner or tenant occupied.~~

~~(e) Nonpayment of the impact fee including the monthly pay back where applicable shall be grounds for discontinuing service.~~

~~(f) The impact fee is comprised of two (2) separate fees, i.e., water and sewer. In areas where only one (1) of these services is available, the applicable fee for the other service or for both services if neither was available at the time of construction will be imposed when service is made available.~~

~~Sec. 5.03.93. Liens.~~

~~All charges due under this article shall be the obligation of the record owner of the equivalent residential unit, irrespective of actual occupancy, and shall constitute a lien against the property until paid. Notice of such lien need not be recorded in the official records of the county in order to be effective, but the city may cause such a notice to be recorded. If such charges are not promptly paid when due, such lien may be foreclosed in the manner provided by law, and there shall be added to the amount of such lien all costs incident to such proceedings including reasonable attorney's fees.~~

SECTION 4. The City Clerk is directed to post notice on the City's website informing interested parties of this ordinance and the new and increased impact fees contemplated herein.

418 **SECTION 5.** Codification. It is the intent of the City Commission of the City of Flagler Beach that
419 the provisions of Section 2 of this Ordinance shall be codified. The codifier is granted broad and
420 liberal authority in renumbering and codifying the provisions of Section 2 of this Ordinance;
421 article and section numbers assigned throughout are suggested by the City.

422 **SECTION 6.** Severability. If any section, sentence, phrase, word or portion of this Ordinance is
423 determined to be invalid, unlawful or unconstitutional, said determination shall not be held to
424 invalidate or impair the validity, force or effect of any other section, sentence, phrase, word or
425 portion of this Ordinance not otherwise determined to be invalid, unlawful or unconstitutional.

426 **SECTION 7.** Conflicts. In any case where a provision of this Ordinance is found to be in conflict
427 with a provision of any other existing ordinance of this City, the provision which establishes the
428 higher standards for the promotion and protection of the health and safety of the people shall
429 prevail.

430 **SECTION 8.** Effective Date. **This Ordinance shall become effective on October 1, 2024,** which
431 date is more than ninety (90) days from the date of adoption of this Ordinance, pursuant to the
432 requirements of §163.31801, Florida Statutes.

433
434 **PASSED AND ADOPTED** this ____ day of _____, 2024, by the City Commission of the
435 City of Flagler Beach, Florida.

436
437
438
439 _____
440 Patti King, Mayor

441
442 ATTEST:

443
444 By: _____
445 Penny Overstreet, City Clerk



STAFF REPORT

Regular City Commission Meeting

March 28, 2024

To: Elected Officials

From: Dale L. Martin City Manager

Date: March 28, 2024

Item Name: Ordinance 2024-05 an ordinance by the City of Flagler Beach, Florida, amending Chapter 2, Article IX of the City of Flagler Beach Code of Ordinances relating to purchasing and procurement; addressing suggestions made by the Florida Department of Emergency Management; adding provisions related to procurements regulated by 2CFR, Part 200; providing for severability; providing for codification, conflicts, and effective date - first reading.

Background: After reviewing our current procurement and purchasing code the Florida Department of Emergency Management recommended these amendments to meet the Code of Federal Regulations (CFR) Section 200, related to procurement.

Fiscal Impact: Not adopting these amendments will jeopardize reimbursement for the reconstruction of the Pier and other FEMA reimbursable repairs.

Staff Recommendation: Motion to approve Ordinance 2024-05 on first reading.

Attachments: Ordinance 2024-05

ORDINANCE NO. 2024-05

AN ORDINANCE OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING CHAPTER 2, ARTICLE IX OF THE CITY OF FLAGLER BEACH CODE OF ORDINANCES RELATING TO PURCHASING AND PROCUREMENT; ADDRESSING SUGGESTIONS MADE BY THE FLORIDA DEPARTMENT OF EMERGENCY MANAGEMENT; ADDING PROVISIONS RELATED TO PROCUREMENTS REGULATED BY 2 CFR, PART 200; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION, CONFLICTS, AND EFFECTIVE DATE.

WHEREAS, the City has adopted by ordinance procurement and purchasing policies; and

WHEREAS, the City has received comments and suggestions from the Florida Department of Emergency Management (FDEM) related to procurements for projects using federal grant dollars; and

WHEREAS, the City Commission finds it advisable to address the comments and suggestions made by FDEM by incorporating into its procurement and purchasing policies applicable provisions of the Code of Federal Regulations.

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. Chapter 2, Article IX, “PURCHASING CODE,” of the City of Flagler Beach Code of Ordinances 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 IX. PURCHASING CODE
DIVISION 1. GENERALLY

Sec. 2-290. Policies and procedures.

The goal of this manual is to promote efficient and economical purchasing of commodities, goods and services for the city. The attainment of this goal is an essential element in establishing credibility and accountability for every employee of the city. However, these policies are not to be construed as placing any restriction or limitation on purchases made by direct action of the city commission in accordance with the Florida State Statutes.

Sec. 2-291. Purpose.

The purpose of this article is as follows:

- (1) To purchase in the open market, obtaining the maximum value for the money.

- (2) Eliminate unauthorized purchases and assist in budgetary control.
- (3) Provide assistance in the check and balance system of receipt of merchandise and expenditures for same.
- (4) Avoid any unethical business practices or any appearance thereof.
- (5) Increase the effectiveness of each purchase within the city by providing specific guidelines for all departments.
- (6) Serve as a continual reminder of the duties and responsibilities that each employee has in maintaining the city's reputation for fairness and integrity.
- (7) To encourage uniform bidding and to endeavor to obtain full and open competition on all purchases.
- (8) No employee of the city shall receive compensation from any entity doing business with the city, in accordance with F.S. Ch. 112.
- (9) Any attempt by any employee to subdivide a contract or purchase to avoid the threshold amounts in this policy shall be subject to disciplinary action up to and including termination.

"Professional services" (architecture, engineering, surveying, and accounting) are hereby exempted from the purchasing policies of the city but may be subject to state statutory procurement requirements established by the Consultants' Competitive Negotiations Act ("CCNA"). The city manager shall maintain a list of professional service firms approved by the city commission. This list may be changed at any time by action of the city commission.

* * *

DIVISION 3. COMPETITIVE BIDDING

Sec. 2-311. Invitation to bid and/or request for proposals.

For the purposes of this section the word bid and proposal will be considered the same.

- (1) All bids must be advertised a minimum of one (1) time in a newspaper of general circulation at least fourteen (14) days prior to the bid opening unless the department head can document that all potential bidders have been given a copy of the bid package.
- (2) The advertisement shall include a brief description of the goods and/or services desired, where a copy of the bid package may be obtained, and the time and place for the bid opening.
- (3) The bid package shall contain the time and place for the bid opening, general conditions required of all vendors, some background on the project, a bid bond, a performance bond for all contracts where the bid may be in excess of fifty thousand dollars (\$50,000.00), and the specifications for the product and/or services desired.
- (4) The use of brand names in a bid is permitted, but only for the purposes of establishing a standard. Brand names shall not be used as a way of limiting or restricting competition.

- (5) Any time constraints on a project must be identified within the bid package. Inability to meet the time constraints may be sufficient reason for a bid to be rejected.
- (6) All bids received after the time designated shall be returned unopened.
- (7) Prebid conferences may be held if needed. Attendance at a prebid conference can be but does not have to be mandatory. Notice of a prebid conference must be included in the newspaper advertisement and the bid package.
- (8) Every bid package shall contain a hold harmless provision whereby the contractor, to the fullest extent permitted by law, shall at all times indemnify, defend and hold the city harmless from and against any and all liability, loss, claim, suit, damage, charge or expense which the city may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person whomsoever and damage to or loss of or destruction of any property whatsoever, arising from, or in any way connected with the construction project.
- (9) Prior to any work beginning the contractor must provide to the city a certificate of insurance for commercial liability insurance naming the city as an additionally insured in an amount not less than five hundred thousand dollars (\$500,000.00), auto liability insurance in an amount not less than five hundred thousand dollars (\$500,000.00), and workers compensation insurance as required by the State of Florida. The amounts of the insurance can be adjusted depending on the job.
- (10) Bid proposals must be opened at the time and place stated in the bid package. There must be at least one (1) witness to the opening in addition to the person opening the bid.
- (11) The purpose of the bid opening is only to record the vendors and the bid amounts. No analysis of the bids will be performed at the bid opening.
- (12) All bids shall be available for public inspection immediately after the bid opening.
- (13) All information within a bid shall be considered public information unless the information has been clearly marked as proprietary. No proprietary information shall be released without the written consent of the bidder except under a court order.
- (14) The city shall always have the right to waive irregularities, reject any and all proposals, request the item be rebid, or to negotiate separately with vendors.
- (15) All vendors responding to the bid package shall be notified of the results of the bid prior to city commission approval.
- (16) Except as otherwise provided by applicable state or federal law or regulation, All bid awards shall be to the bidder who has the lowest cost; and is the most responsive and responsible, and which is in the best interest of the city.
- (17) The memo containing the recommended vendor shall contain the date the bid was advertised, the number of vendors receiving a bid package, a list of those vendors responding, and a recommendation to the city commission as to the most responsive and responsible bidder. This does not have to be the lowest bidder. However, if the lowest bidder is not chosen an explanation must be included.

- (18) For each contractual services contract, the city shall designate an employee to function as contract manager who shall be responsible for enforcing performance of the contract terms and conditions and serve as a liaison with the contractor

Sec. 2-312. Bid challenge.

Any bid may be challenged on the grounds of irregularities in the bid procedure or the evaluation process. Notice of intent to challenge must be made to the city clerk within seventy-two (72) hours after receipt of the intended recommendation of award. A formal written challenge must be filed within five (5) working days of the date the notice of intent was provided. Failure to file in a timely manner will constitute a waiver of the proceedings.

Notice of protest shall contain the name of the bidder, the bidder's address and phone number, the solicitation involved, and a brief summary of the basis of the protest.

The formal written protest shall identify the solicitation involved, a clear statement of the grounds on which the protest is based and specifically state the relief the vendor believes himself to be entitled. The challenger must mail a copy of the notice of protest to the vendor receiving city staff's recommendation.

The city manager shall investigate the challenge within ten (10) working days of the formal written protest. In the event the challenge is not resolved, the city commission shall be presented the written challenge and the administrator's decision on the challenge prior to the award of the bid.

Sec. 2-313. Local preference.

- (a) *Definition of local business.* "Local business" as used herein shall mean a business that meets the following criteria:
- (1) Has a verifiable fixed office or distribution point and has had, for at least one (1) year prior to bid or proposal opening date, a street address, which shall not be interpreted to mean a post office box, in the City of Flagler Beach or a political jurisdiction located within Flagler County, Volusia County, Putnam County or St. Johns County that has been extended reciprocity pursuant to the terms of this section;
 - (2) Possesses all business licenses required by law;
 - (3) Has paid, for at least one (1) year prior to bid or proposal opening date, its local business tax to the City of Flagler Beach or a jurisdiction located within Flagler County, Volusia County, Putnam County or St. Johns County that has been extended reciprocity pursuant to the terms of this section;
 - (4) Has a staff comprised of employees and not independent contractors or borrowed or leased employees;
 - (5) Is not a joint venture or partnership unless all members or partners of the joint venture or partnership meet the criteria of (1) through (4) above; and
 - (6) Is the principal offeror on the subject proposal.
- (b) *Submittal of verification of local business status.* A local business desiring to receive the local business preference shall submit all information necessary to verify its status as a local

business upon submitting any bid, response to request for qualifications, letter of interest, or other proposal to the city.

(c) *Local preference in purchasing and contracting.*

- (1) In bidding for, or letting contracts for procurement of, supplies, materials, equipment and services as described in the purchasing policies of the city, the city commission, or other authorized purchasing authority, may give a preference to local businesses in making purchases or awarding contracts in an amount not to exceed:
 - a. Five (5) percent of the local business' total bid price for procurement activities in amounts less than five hundred thousand dollars (\$500,000.00); or
 - b. Three (3) percent of the local business' total bid price for procurement activities in amounts over five hundred thousand dollars (\$500,000.00);
- (2) The total bid price shall include not only the base bid price, but also all alterations to that base bid price resulting from alternates which were both part of the bid and actually purchased or awarded by the city commission or other appropriate authority.
- (3) In the case of requests for proposals or qualification, letters of interest, or other solicitations and competitive negotiations and selections in which objective factors are used to evaluate the responses, local businesses shall be assigned five (5) percent of the total points of the total evaluation points.

(d) *Exceptions to local preference policy.*

- (1) The procurement preference set forth in this section shall not apply to any of the following purchases or contracts:
 - a. Goods or services provided under a cooperative purchasing agreement or interlocal agreement;
 - b. Purchases or contracts which are funded, in whole or in part, by a governmental entity and the laws, regulations, or policies governing such funding prohibit application of that preference, including purchases or contracts subject to 2 CFR, Part 200;
 - c. Purchases made or contracts let under emergency or noncompetitive situations, for litigation related legal services, or sole source provider contracts;
 - d. Any contracts governed by the Consultants' Competitive Negotiations Act; or
 - e. Purchases with an estimated cost of five thousand dollars (\$5,000.00) or less.
- (2) Application of local preference to a particular purchase, contract, or category of contracts for which the city commission is the awarding authority may be waived upon written justification and recommendation by the city manager and approval of the city commission.
- (3) The preference established in this section does not prohibit the right of the city commission or other purchasing authority to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare

- qualifications, character, responsibility and fitness of all persons, firms, or corporations submitting bids or proposals.
- (4) The bid preference established in this ordinance does not prohibit the city commission, or other authorized purchasing authority, from giving any other preference permitted by law in addition to the preference authorized in this section.
- (e) *Reciprocity.* For purposes of this section, reciprocity shall be extended to any business located within the jurisdictional boundaries of any political jurisdiction of Flagler County, Volusia County, Putnam County or St. Johns County and such business shall be given the same preference as given to local businesses in the City of Flagler Beach if:
- (1) Such business meets the criteria set forth in subsections (a)(1)—(6) above as to the subject political jurisdiction; and
- (2) The subject political jurisdiction extends to businesses located in the City of Flagler Beach the same preference it extends to businesses located within its own jurisdictional boundaries.
- (f) *Application and enforcement of preference policy.*
- (1) The local preference policy established in this section shall apply to new contracts and procurements solicited after the effective date of this section.
- (2) This section shall be implemented in a fashion consistent with otherwise applicable city purchasing policies and procedures.
- (g) *Promulgation of rules.*
- (1) The city manager is hereby authorized to adopt administrative rules supplemental to the provisions of this section as deemed necessary and appropriate to implement the provisions of this section.
- (2) The provisions of this section and the rules adopted by the city manager shall be provided to potential bidders, vendors and contractors to the widest extent practicable.

1 * * *

2 DIVISION 5. PROCUREMENT SUBJECT TO 2 CFR, PART 200

3 When a purchase or procurement is subject to 2 CFR Part 200, the following
4 provisions shall apply. In the event of any conflict between this division and any other part
5 of this chapter, this division shall control.

6 (1) The city shall use documented procurement procedures that are consistent with state
7 and local laws and regulations and the standards of this division, for the acquisition
8 of property or services required under a federal award or subaward. The city's
9 documented procurement procedures shall conform to the procurement standards
10 identified in 2 CFR 317 through 327.

11 (2) The city shall maintain oversight to ensure that contractors perform in accordance
12 with the terms, conditions, and specifications of their contracts or purchase orders.

13 (3) Conflicts of interest.

14 (a) No employee, officer, or agent may participate in the selection, award, or
15 administration of a contract supported by a federal award if he or she has a real or
16 apparent conflict of interest. Such a conflict of interest would arise when the
17 employee, officer, or agent, or any member of his or her immediate family, his or
18 her partner, or an organization which employs or is about to employ any of the
19 parties indicated herein, has a financial or other interest in or a tangible personal
20 benefit from a firm considered for a contract.

21 (b) Officers, employees, and agents of the city may neither solicit nor accept
22 gratuities, favors, or anything of monetary value from contractors or parties to
23 subcontracts. Violations of this prohibition shall be subject to discipline and
24 sanctions in accordance with Section 2-396, herein.

25 (4) Efficiency review.

26 (a) The city's procurement procedures shall avoid acquisition of unnecessary or
27 duplicative items. Consideration shall be given to consolidating or breaking out
28 procurements to obtain a more economical purchase. Where appropriate, an
29 analysis will be made of lease versus purchase alternatives, and any other
30 appropriate analysis to determine the most economical approach.

31 (b) The city shall consider using value engineering clauses in contracts for
32 construction projects of sufficient size to offer reasonable opportunities for cost
33 reductions. "Value engineering" is a systematic and creative analysis of each
34 contract item or task to ensure that its essential function is provided at the overall
35 lower cost.

36 (5) Awards; contract administration.

37 (a) The city shall award contracts only to responsible contractors possessing the
38 ability to perform successfully under the terms and conditions of a proposed
39 procurement. Consideration will be given to factors including contractor integrity,

compliance with public policy, record of past performance, and financial and technical resources.

(b) The city shall maintain records sufficient to detail the history of the procurement. These records include but are not limited to: the rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(c) The city shall not use time-and-materials type contracts.

(d) The city shall be solely responsible, in accordance with good administrative practices and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. Violations of law will be referred to the local, state, or federal authority having proper jurisdiction.

(6) Competition.

(a) All procurement transactions for the acquisition of property or services required under a federal award shall be conducted in a manner providing full and open competition consistent with the standards of this division, state laws and regulations, and 2 CFR 319 and 2 CFR 320.

(b) In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals shall be excluded from competing for such procurements.

(c) Situations considered to be restrictive of competition include but are not limited to:

(i) Placing unreasonable requirements on firms in order for them to qualify to do business;

(ii) Requiring unnecessary experience and excessive bonding;

(iii) Noncompetitive pricing practices between firms or between affiliated companies;

(iv) Noncompetitive contracts to consultants that are on retainer contracts;

(v) Organizational conflicts of interest;

(vi) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and

(vii) Any arbitrary action in the procurement process.

(d) The city shall conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable federal statutes expressly mandate or encourage geographic preference. Nothing in this paragraph preempts state licensing laws. When contracting for architectural and engineering services, geographic location may be a selection criterion, provided its

application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(e) All solicitations shall:

(i) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product, or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equivalent” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

(ii) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(f) The city shall ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition.

(g) The city shall not preclude potential bidders from qualifying during the solicitation period.

(h) Noncompetitive procurements may only be awarded in accordance with 2 CFR 320(c).

(7) Methods of procurement to be followed.

(a) *Informal procurement methods.* When the value of the procurement for property or services under a federal award does not exceed the “*simplified acquisition threshold*” (SAT), as defined in 2 CFR 200.1, formal procurement methods are not required. The city may use informal procurement methods to expedite the completion of its transactions and minimize the associated administrative burden and cost. The informal methods used for procurement of property or services at or below the SAT include:

(i) *Micro-purchases.*

(1) *Distribution.* The acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold set forth in 2 CFR 200.1. To the maximum extent practicable, the city shall distribute micro-purchases equitably among qualified suppliers.

(2) *Awards.* Micro-purchases may be awarded without soliciting competitive price or rate quotations if the city considers the price to be reasonable based on research, experience, purchase history, or other information, and documents it files ^[HN1] accordingly.

(3) *Thresholds.* The city is responsible for determining and documenting an appropriate micro-purchase threshold based on internal controls, an evaluation of risk, and its documented procurement procedures. The micro-purchase threshold used by the city must not be prohibited under state or local laws or regulations.

(ii) *Small purchases.*

(1) *Small purchase procedures.* Small purchase procedures may be used for the acquisition of property or services, the aggregate dollar amount of which is higher than the micro-purchase threshold but which does not exceed the simplified acquisition threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources as determined appropriate by the city.

(2) *Simplified acquisition thresholds.* The city is responsible for determining an appropriate simplified acquisition threshold based on internal controls, an evaluation of risk and its documented procurement procedures which must not exceed the threshold established in the Federal Acquisition Regulations. A lower simplified acquisition threshold used by the city must not be prohibited under state or local laws or regulations.

(b) *Formal procurement methods.* When the value of the procurement for property or services under a federal financial assistance award exceeds the SAT, or a lower threshold established by the city, formal procurement methods are required. Formal procurement methods require following documented procedures. Formal procurement methods also require public advertising unless a non-competitive procurement can be used in accordance with 2 CFR 200.319 or paragraph (c) of this section. The following formal methods of procurement are used for procurement of property or services above the SAT:

(i) *Sealed bids.* A procurement method in which bids are publicly solicited and a firm fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price.

(1) In order for sealed bidding to be feasible, the following conditions should be present:

(A) A complete, adequate, and realistic specification or purchase description is available;

(B) Two or more responsible bidders are willing and able to compete effectively for the business; and

(C) The procurement lends itself to a firm, fixed-price contract and the selection of the successful bidder can be made principally on the basis of price.

(2) If sealed bids are used, the following requirements apply:

(A) Bids must be solicited from an adequate number of qualified sources, providing them sufficient response time prior to the date set for opening the bids, and the invitation for bids must be publicly advertised;

(B) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;

(C) All bids will be publicly opened at the time and place prescribed in the invitation for bids;

(D) A firm fixed-price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(E) Any or all bids may be rejected if there is a sound documented reason.

(ii) *Proposals.* A procurement method in which either a fixed-price or cost-reimbursement type contract is awarded. Proposals are generally used when conditions are not appropriate for the use of sealed bids. They are awarded in accordance with the following requirements:

(1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Proposals must be solicited from an adequate number of qualified sources. Any response to publicized requests for proposals must be considered to the maximum extent practical;

(2) The city shall include in the request for proposal a written method for conducting technical evaluations of the proposals received;

(3) Contracts must be awarded to the responsible offeror whose proposal is most advantageous to the city, with price and other factors considered; and

(4) The city may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services through A/E firms that are a potential source to perform the proposed effort.

(c) *Noncompetitive procurement.* Noncompetitive procurement may be used only when one or more of the following circumstances apply:

(i) The acquisition of property or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold;

(ii) The item is available only from a single source;

(iii) The public exigency or emergency for the requirement will not permit a delay resulting from publicizing a competitive solicitation;

(iv) The federal awarding agency or pass-through entity has expressly authorized in writing a noncompetitive procurement in response to a written request from the city; or

(v) After solicitation of a number of sources, competition is determined inadequate.

(8) Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

(a) The city shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps shall include:

(i) Placing qualified small and minority businesses, and women's business enterprises on solicitation lists;

(ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(v) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(vi) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(i) through (v) of this subparagraph.

(9) Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the city shall, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under the award.

(b) For purposes of this paragraph 9:

(i) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(ii) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(10) Procurement of recovered materials.

The city and its contractors shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(11) Contract cost and price.

(a) The city shall perform a cost or price analysis in connection with every procurement action in excess of the SAT, including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation; however, as a starting point, the city shall make independent estimates before receiving bids or proposals.

(b) The city shall negotiate profit as a separate element of the price for each contract in which there is no price competition, and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(c) The city shall not allow costs or prices based on estimated costs for contracts under the federal award.

(d) The city shall not use the cost plus a percentage of cost or percentage of construction cost methods of contracting.

(12) Federal awarding agency or pass-through entity review.

(a) The city shall make available, upon request of the federal awarding agency or pass-through entity, technical specifications on proposed procurements where the federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition.

(b) The city shall make available, upon request of the federal awarding agency or pass-through entity, pre-procurement documents, such as requests for proposals, invitations for bids, or independent cost estimates, for review when:

(i) The city's procurement procedures or operation fails to comply with relevant procurement standards;

(ii) The procurement is expected to exceed the SAT, and is to be awarded without competition or only one bid or offer is received in response to a solicitation;

(iii) The procurement, which is expected to exceed the SAT, specifies a "brand name" product;

(iv) The proposed contract is more than the SAT and is to be awarded to a firm other than the apparent low bidder under a sealed bid procurement; or

(v) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the SAT.

(c) The city is exempt from the pre-procurement review in paragraph (b) above if the federal awarding agency or pass-through entity determines that its procurement systems comply with all relevant standards.

(i) The city may request that its procurement system be reviewed by the federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified;

(ii) The city may self-certify its procurement system. Such self-certification must not limit the federal awarding agency's right to survey the system. Under a self-certification procedure, the federal awarding agency may rely on written assurances from the city that it is complying with these standards. The city must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

(13) Bonding requirements. Unless the federal awarding agency or pass-through entity has accepted other bonding policies and requirements, the following requirements shall apply:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

(b) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's requirements under such contract.

(c) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

(14) Contract provisions. The city's contracts must contain the applicable provisions contained in Appendix II to 2 CFR Part 200.

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 X DAY OF APRIL, 2024.

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

Patti King, Mayor

ATTEST:

Penny Overstreet, City Clerk

Beach/Parks/Recreation

Weekly Highlights March 13, 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.
- The 14th annual Pinewood Derby will take place at First Friday on April 5. We gave away all of the 76 free pinewood derby racecar kits during our March First Friday. Free car kits will also be available at City Hall during March.
- At this point in time, the local weather forecast is calling for cool weather for the first few days of spring break. Although we will not have lifeguards officially on duty for spring break. We will attempt to have at least one lifeguard patrolling the beach on an ATV each day. Flagler Beach Police Department is also posting information on social media about beach safety and rip currents.
- We are beginning to administer the required United States Lifesaving prerequisite swim test for all prospective ocean lifeguards at the Belle Terre Swim and Racquet Club in Palm Coast. All new and returning lifeguards must be able to swim a distance of 500 meters in less than ten minutes time.
- Lifeguard towers from last season are being repaired and repainted as necessary in preparation for the summer season.

Penny Overstreet

From: Robert Pace
Sent: Thursday, March 14, 2024 10:16 AM
To: Dale Martin
Cc: Penny Overstreet; Katherine Monroy
Subject: Weekly Highlights

Mr. Martin,

The following are the weekly highlights:

- Conclusion of Bike Week

This past Sunday was the conclusion of Bike Week. As we all know, Bike Week is now a ten-to-eleven-day event. The department always takes special precautions when the event takes place in the area. Staff will monitor the city for any congestion issues, identify any safety hazards for visitors and all staff are advised they are subject to recall. Fortunately, there was only one motorcycle related accident that the FBFD staff was toned out for. Unfortunately, there were five reported deaths in the region entering the last weekend of the event.

- Live Fire Instructor (Deputy Chief Cox)

Deputy Chief Cox was able to recertify his Live Fire Certification by attending a class at the EOC. The refresher course was hosted by Flagler County Fire Rescue (Chief Aspenwall) at no cost to the department. The Live Fire Training Instructor Certification is good for four years until its next renewal. Having Live Fire Instructors on staff is pivotal towards facility training for fire crews and ISO requirements. Lieutenant Rainey also recently obtained this certification.

- Joint Operations Policy Committee

The Joint Operations Policy Committee met at the EOC to continue to work on policy revisions and implementation. The group has reviewed many policies over the last several months. The most current policies near completion are Radio Emergency Operations, Motor Vehicle Fires, Electric Vehicle Fires and Staffing for Wildland Fires. These policies have been delivered to all executive chiefs for approval. I reviewed each policy and submitted approval for all.

- Response to Radiological Nuclear Weapons of Mass Destruction (WMD) Incidents Training



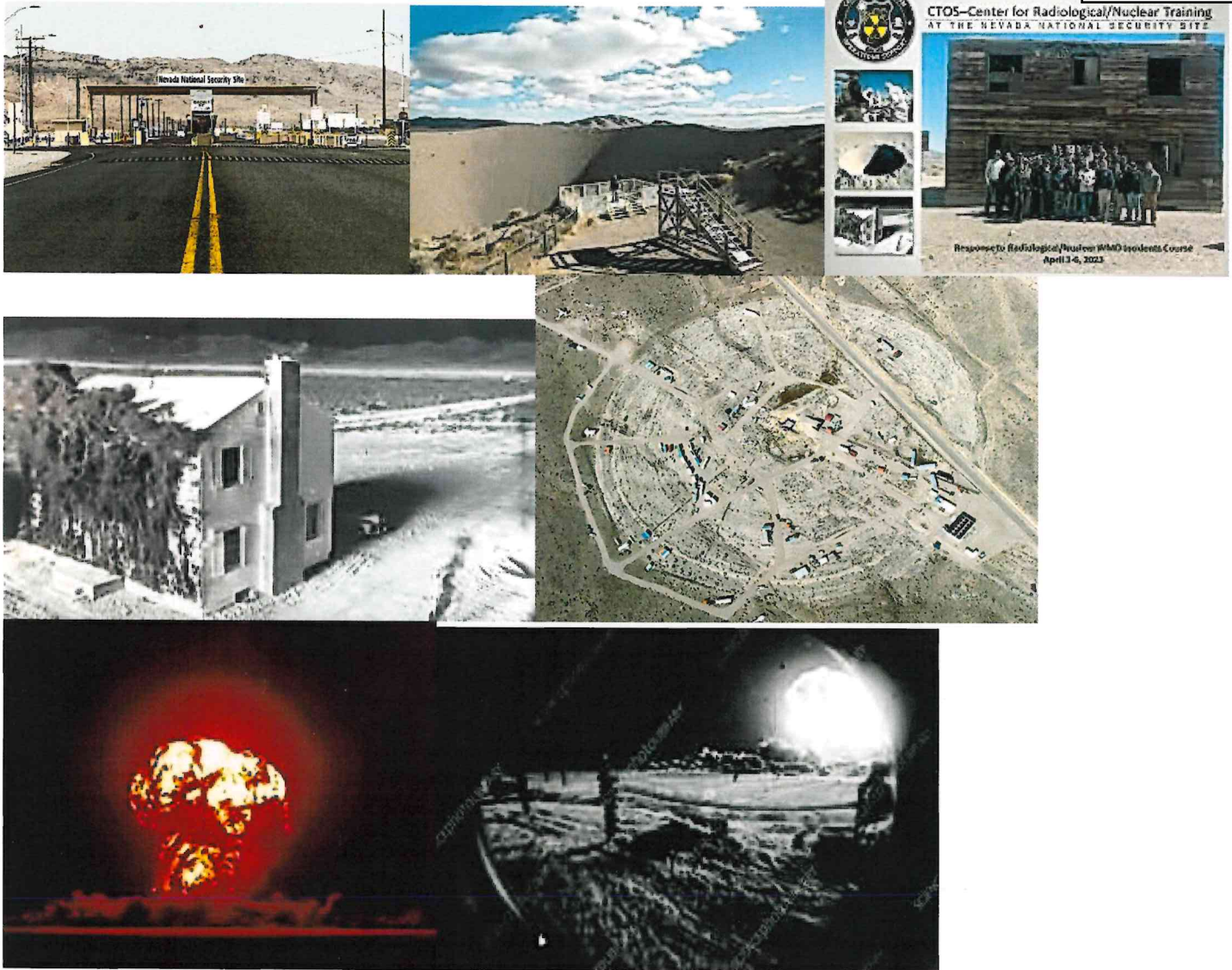
Lieutenant Morgan Rainey attended the class, “Response to Radiological/Nuclear Weapons of Mass Destruction (WMD) Incidents” through the Counter Terrorism Operations Support (CTOS) at the Nevada National Security Site. The training was last week (3/4/24 – 3/7/24) and was fully funded by FEMA. LT Rainey described her experience as one-of-a kind and now feels very confident in her understanding of radiation and how to respond to accordingly. This class is the only location in the country that first responders can train with live radiation and work in ground zero of previous nuclear

bomb test sites. She was also excited to share she could see one of the entrance gates to Area 51 and has appreciation for the level of security in that area. The following is a summary of the training from the CTOS website:

Response to Radiological/Nuclear Weapons of Mass Destruction (WMD) Incidents

This instructor led, drill-based course delivered at the Nevada National Security Site combines individual and team performance skills required in the response to a radiological/nuclear WMD incident. Course materials are presented over a three (3) day period utilizing various learning methods, to include classroom lecture, demonstrations, and hands-on drills. The course culminates in a multi-phased drill event where knowledge, skills, and procedures are applied. To accomplish the objectives of this course, the Participants will learn of the current terrorist threats related to radiological/nuclear WMDs, as well as the characteristics and hazards of Radiation Exposure Devices (REDs), Radiological Dispersal Devices (RDDs), and Improvised Nuclear Devices (INDs), and the related response considerations. Participants will also gain knowledge and skills pertaining to use of radiation detection devices required for the response and safety of the responder. Training will further include establishing operational zones (both classroom instruction and drill application), Introduction to Radiological/Nuclear WMD Operations (AWR-140), Responder and nonambulatory decontamination, and use of the Radio-Isotope Identification Device (RIID) for hazard identification (PER-345). Course Objectives: Upon completion of this training course, Participants will be able to:

- Recognize a radiological/nuclear WMD incident and factors to consider when responding to this type of terrorist threat.
- Describe the Personal Protective Equipment (PPE) used at a radiological incident.
- Given a radiological/nuclear WMD scenario, describe how to conduct radiological decontamination for the public.
- Determine the critical need for, and requirement of, establishing zones during a radiological/nuclear WMD incident.
- Explain the employment of the Radio-Isotope Identification Device (RIID) to locate and identify contained and uncontained radiological/nuclear materials.
- Perform an area/facility detection operation.
- Determine the effectiveness of the actions taken in accomplishing the planned response objectives and describe the steps required to terminate the emergency phase of the incident consistent with the Incident Action Plan (IAP).



- Communication Group Meeting

A Communications Group Meeting took place at the EOC. Several points were addressed during the meeting. Radio maintenance and realignment is taking place next week. Web CAD is up and running. For assistance, public safety members are to send an email to IT Help Ticker to register in the new system. The APCO Annual Convention is August 4th – 7th and the class list will be posted the first week of April. There is a proposal that \$58,000 be allocated towards EPD, EMD, EFD dispatcher training. Finally, Quarterly Executive Meetings for radio system to be scheduled.

- Impact Issues

There are a few scheduled special events in the city this weekend that include a wedding on the beach at N. 18th St, the TNT Craft show, the Flagler Surf Series and the beginning of spring break. There are thousands of visitors expected in the city. Staff will be monitoring the events and respond as needed.

I look forward to talking to you soon.

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: March 7 - March 13

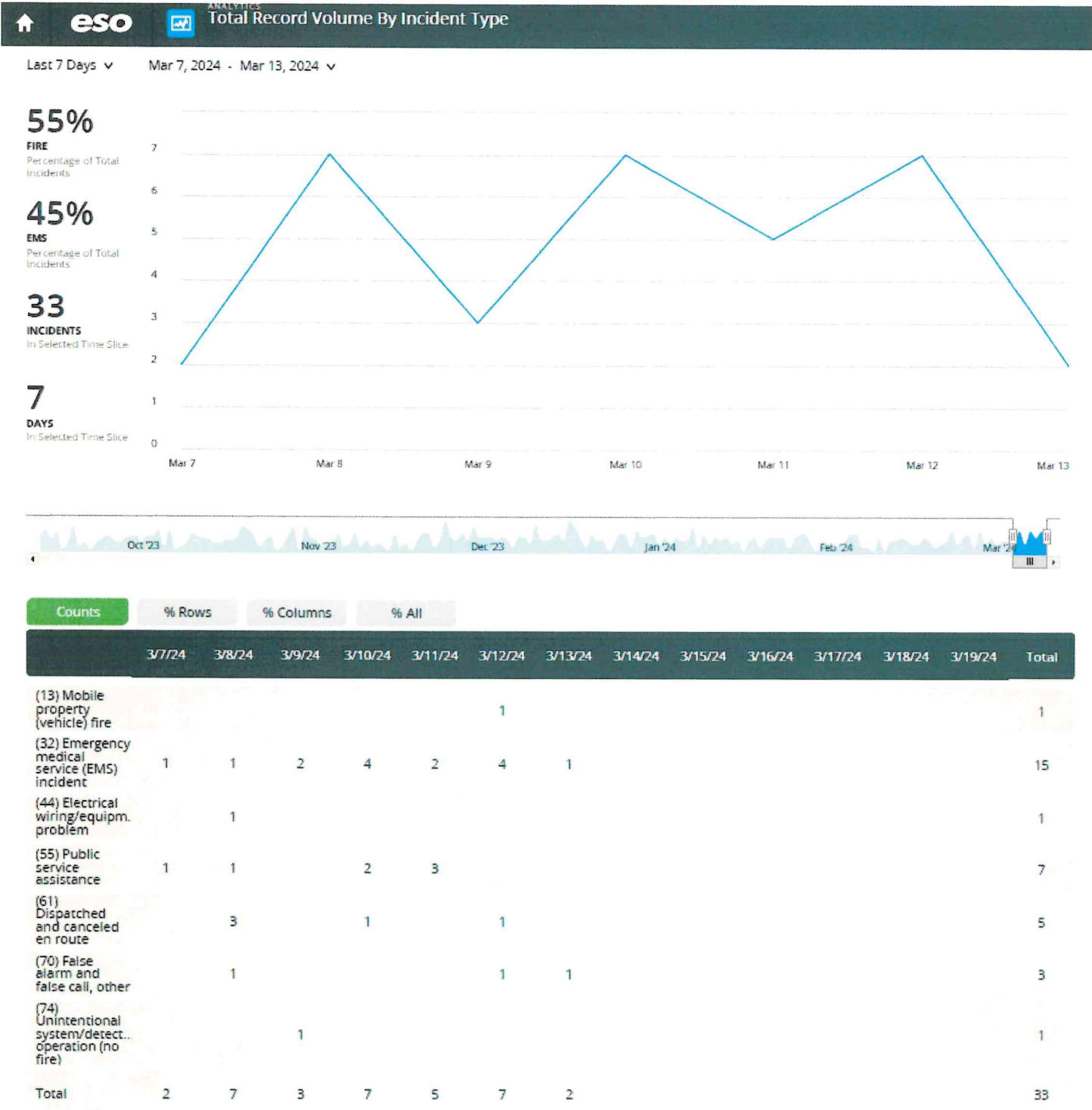
Flagler Beach Fire Department

Deputy Chief Stephen Cox

Scox@Fbfire.org



Weekly Incident Response Data



Total Number of Incident for 2023

284

Penny Overstreet

From: Robert Pace
Sent: Thursday, March 21, 2024 11:28 AM
To: Dale Martin
Cc: Penny Overstreet; Katherine Monroy
Subject: Weekly Highlights

Mr. Martin,

The following are the weekly highlights:

- EMS Advisory Board Meeting

There was an EMS Advisory Board Meeting held at the EOC. Several topics were discussed in the meeting. Quarterly data is currently being reported to the state. The Flagler Beach Fire Department's COPCN (Certificate of Public Convenience and Necessity) is up for renewal in November. The department will submit in September, utilizing the new application form. The 4th quarter summary data has been released for review. Jim Caggiano (Director of the EMS Advisory Board) has put a request for FBFD water rescue equipment to be displayed at the 2024 Water Safe Event. State grants are currently being reviewed. Before closing the meeting, there was a proposal to name Lt. Rainey as an additional alternate member of the EMS Advisory Board.

- Monthly Chief's Meeting

The Monthly Chief's Meeting took place here at Station 11. There were several topics discussed in the meeting. In addition to the local mutual aid agreement, there is also a State Mutual Aid Agreement. The department has received some valuable equipment through State grants to include decontamination kits and an industrial gear washer. In order to continue to be eligible for State grants/funding, the city will need to adopt the State Mutual Aid Agreement. I will be requesting this proposal be placed on a future commission agenda. There have been some issues for volunteer members receiving emergency notifications through CAD. This problem has been resolved by creating individual user IDs. Previously Engine 92 crews would back-up FBFD staff for water rescue calls. Station 92 is now staffed by PCFD's Engine 29, so FCFR's Engine 41 will now be supplying assistance if needed. FCFR's administration did confirm FBFD taking delivery of the reserve fire engines is very close.

- Service Demand Zones

Service Demand Zones is a new classification to describe areas of response within the county. Previously, these areas were identified as response zones, districts and there was a proposal for beats. Service Demand Zones was agreed upon by the 3 fire agencies within the county. Senior fire officers held a meeting at the EOC to define the zones. This will assist each agency in data collection and reflect the static run responses for each department.

- Run Card Restructure Meeting

Run Cards are what is utilized by dispatchers to tone out the proper units for specific call types. With the implementation of new policies, development and the creation of Service Demand Zones a Run Card Restructure Meeting was warranted. This meeting also took place at the EOC. Senior fire officers in attendance discussed the APCO

run card and the design. The group is also working on consolidating and dividing certain call types and line resource deployment classification.

- Station Tour

Periodically, the department will host station tours elementary school kids. Wadsworth Elementary has been a regular visitor for several years now. The kids were so impressed, the school requested the biggest group ever be allowed to visit. Next month (April 19th) 120 children will receive a station tour. The tour consists of a walk-through of the station house, equipment demonstrations and spraying water from a booster line. Each child will also receive department souvenirs before leaving the station house.

- Station Improvement Projects & Repairs

In this year's budget there a couple station improvement projects that were approved. The first was a large industrial fan installed in the apparatus bay. The idea was to provide a cooler work space and training area. The second was a stand-alone A/C unit placed in the weight room. This project required the implementation of an exhaust port at the base of the bay door. Both of these projects have been completed. In addition, the rescue bay door in need of replacement is installed and Rescue 11 has been moved back to its designated space.

- Impact Issues

This weekend there is The Night of Worship taking place on the 22nd in Veterans Park. It also the last couple of days of spring break. There are thousands of visitors expected in town.

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





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

Chief's Weekly Report

From: Friday		3/8/2024	To: Thursday		3/14/2024
Calls For Service	74	Felony Arrest	1	Reports Written	10
Self-Initiated	64	Misd. Arrest	0	Comm. Policing	11
Traffic Stops	90	City Ordinance	2	Security Checks	217
				Citations Issued	56
				Warnings (Written/Verbal)	120

Chief's Weekly Summary

Friday: 3/8/24 @ 1:06 a.m. / Baker Act / 1224 Block of South Oceanshore Boulevard (Topaz): The reporting party advised that he was staying at the Motel and was able to hear a disturbance coming from the room next door. The caller stated that it sounded like a physical disturbance was actively occurring then moaning sounds were heard. Upon the Officer's arrival, they made contact with the reporting party, and then management in order to gather intel on the rooms occupants. Once making contact with persons inside the room, it was determined that one (1) of the individuals had partaken in too many intoxicating beverages and was upset with the other half. There was no physical disturbance that had taken place per the parties involved. One (1) of the occupants was determined to meet Baker Act criteria. The subject was taken into protective custody and transported accordingly. A Police report was completed.

Friday: 3/8/24 @ 2:29 a.m. / Suspicious Incident / 317 Moody Boulevard (Johnny D's): The reporting party stated that she was stranded, as her friends had left her at Johnny D's. The subject advised her friends left via Uber and told her that there was no room for her in the vehicle. The caller was unsure as what to do, so she contacted Law Enforcement. Upon our Officers arrival, contact was made with the female, and her friends had already ordered an Uber to bring her back to their hotel. No further action required.

Friday: Chief Doughney assisted dayshift Patrol with parking enforcement in the afternoon, issuing four (4) City parking citations and one (1) verbal warning. Deputy Chief Blanchette worked in Patrol until 9:00 p.m. and he wrote three (3) State Traffic citations, and made a Felony arrest that is listed later in this report.

Friday: Dayshift Officers conducted proactive traffic enforcement at the following locations and times;
1300 block of South Oceanshore Boulevard, from 12:31 p.m. to 12:53 p.m. Two (2) traffic stops, with two (2) written warnings issued.
800 block of North Flagler Avenue, from 1:09 p.m. to 2:11 p.m. Three (3) traffic stops, with three (3) written warnings issued.

Friday: 3/8/24 @ 5:12 p.m. / Traffic Stop - Warrant Arrest / North Daytona Avenue at 3rd Street North: Deputy Chief Blanchette conducted a traffic stop on a motorcycle for failure to stop at a stop sign. The Driver was found to be operating the motorcycle without a valid Driver's License and he also had an active, in-State arrest warrant for Failure to Appear re; Driving Under the Influence. The warrant was confirmed and the Driver was taken into custody without incident. The subject was transported to the Flagler County Inmate Facility. The Driver was also charged with Felony Driving While License Suspended. A Police report was completed. **Good Job Chief Blanchette!**

Friday: 3/8/24 @ 11:46 p.m. / Criminal Mischief / 2200 Moody Boulevard (Wadsworth Park): While locking the Park, Officers located several areas that had been tagged with graffiti. Two (2) juveniles were located in the Park, but it is unknown if they were involved. The juveniles were trespassing from the Park and released to their parents. An e-mail was sent to the Flagler County Sheriff's Office Real Time Crime Center (RTCC) requesting them to review the camera footage for possible identification of the suspects. A Police report was completed.

Friday: Nightshift Officers conducted proactive traffic enforcement at the following locations and times; 1200 block of South Oceanshore Boulevard, from 7:00 p.m. to 7:30 p.m. No violations. 400 block of Roberts Road, from 7:15 p.m. to 8:00 p.m. One (1) traffic stop, with a written warning issued.

Saturday: 3/9/24 @ 10:22 a.m. / Marchman Act / 1200 Block of South Flagler Avenue: Officers responded to a report about the reporting party's friend causing damage to their property. Upon investigation, it was found that the female in question needed to be taken into custody under the Marchman Act. The female was taken into protective custody without incident and was then transported to a facility to receive the necessary treatment. A Police report was completed.

Saturday: 3/9/24 @ 11:48 a.m. / Baker Act / 1400 Block of South Flagler Avenue: Officers responded to a report about a male subject who called in and made statements about dying. Upon investigation, it was determined that the male in question met the Baker Act criteria, and he was taken into protective custody. The subject was transported to a facility to receive the necessary evaluation. A Police report was completed.

Saturday: Chief Doughney attended Commissioner Spradley's "Coffee with a Commissioner" interactive, community engagement event at his Law Office from 9:00 a.m. to 10:00 a.m. Chief Doughney supplemented Patrol for Bike Week from 10:00 a.m. to 3:00 p.m. During this timeframe one (1) traffic stop was conducted, with a written warning issued, and ten (10) City parking citations were issued as well.

Saturday: 3/9/24 @ 7:10 p.m. / Narcotics / 2200 Block of Moody Boulevard: A traffic stop was conducted on a vehicle for an equipment violation. The Driver was found to be in possession of a very small amount of marijuana, which was seized for destruction. The Driver was issued a written warning for the equipment violation and was released without incident. A Police report was completed.

Saturday: 3/9/24 @ 9:28 p.m. / Reckless Driver / Moody Boulevard at Roberts Road: Patrol Officers assisted a Florida Highway Patrol Trooper with a Felony traffic stop on a motor vehicle. Officers assisted with securing of the vehicles occupants and the searching of the vehicle. The Driver of the vehicle was taken into custody by the Trooper for Driving Under the Influence and Felony narcotics possession. **Good Teamwork!**

Saturday: 3/9/24 @ 11:54 p.m. / Baker Act / 3300 Block of Beach Village Drive: Patrol Officers were dispatched to the residence to assist Flagler County Deputies with a combative male subject who attempted to hang himself. Our Officers were first on scene and immediately upon making contact with the male question, he began to resist Officers and attempted to fight with his brother. The subject was eventually taken into protective custody under the Baker Act without further incident, and he was turned over to Rescue 11 and Flagler County Deputies for transport to Advent South. **Good Job!**

Saturday: Nightshift Officers conducted proactive traffic enforcement at the following location and times;
1700 block of North Oceanshore Boulevard, from 7:30 p.m. to 8:00 p.m. No violations.

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: Dayshift Officers conducted proactive traffic enforcement at the following locations and times;
800 block of North Flagler Avenue, from 11:48 a.m. to 12:30 p.m. No violations.
A \$150 City parking citation was issued in the 1700 block of South Oceanshore Boulevard for a vehicle unlawfully parking on the Sea Dunes.

Sunday: 3/10/24 @ 11:04 p.m. / Trespassing / 2200 Moody Boulevard (Wadsworth Park): While closing the Park, Officers discovered a vehicle stuck on top of a stump in one (1) of the dirt parking lots. Upon making contact with the Driver, he admitted to spinning donuts in the dirt and getting lodged on top of the stump. The subjects vehicle was removed from the stump by a tow truck and he was trespassing from the Park.

Sunday: Nightshift Officers conducted proactive traffic enforcement at the following location and times;
1200 block of South Oceanshore Boulevard, from 8:00 p.m. to 8:30 p.m. One (1) traffic stop, with a written warning issued.

Monday: 3/11/24 @ 3:08 a.m. / Baker Act / 200 Block of 6th Street South: Officers were dispatched to a residence in reference to a male subject who suffers from several mental disorders and was actively harming himself. Upon our Officers arrival, the subject was taken into protective custody under the Baker Act; without incident. The subject was transported to Halifax Hospital in Daytona Beach for evaluation. A Police report was completed.

Monday: 3/11/24 @ 7:06 p.m. / 911 Investigation / 200 Block of South 7th Street: Officers were dispatched in reference a 911 hang-up call. Contact was made with the caller, who advised he was having issues with his phone. There was no emergency, and no further Police action required.

Monday: 3/11/24 @ 11:20 p.m. / Assist Outside Agency / Flagler County Inmate Facility: A Patrol Officers responded to the Inmate Facility to administer a breath test to a Driving Under the Influence arrestee. There were no Deputies working that were Breath Test Operator certified, nor were there any Florida Highway Patrol Troopers unavailable. **Good teamwork!**

Tuesday: 3/12/24 @ 12:22 a.m. / Verbal Disturbance / 408 South Oceanshore Boulevard (7-Eleven): Officers responded to 7-Eleven regarding an irate male subject who believed someone had "stolen" his debit card. Contact was made with the subject in question, who was verbally belligerent and aggressive toward Officers and bystanders. The subject lost his debit card and believes he left it in the ATM machine when checking his account balance; he presented a receipt indicating his account balance is \$0.17. Officers looked for the card in the store but did not find it. 7-Eleven Staff wished for the subject to be trespassing, and the subject was advised on Body Worn Camera (BWC) that if he returned to the store, he would be subject to arrest. The owner of the business was contacted in reference to checking the stores video surveillance cameras in re; to the missing card. In store surveillance video was reviewed with no evidentiary value.

Tuesday: 3/12/24 @ 2:46 a.m. / Assist Outside Agency (Warrant Arrest) / Preserve Lane at Colbert Lane: Officers assisted Flagler County Deputies in canvassing for a wanted subject believed to be in the area. The subject was located at a construction area off of Colbert Lane, and upon our Officers' arrival the subject was being removed from where he had concealed himself within construction equipment. No further assistance needed. **Good teamwork!**

Tuesday: Chief Doughney supplemented Patrol during lunchtime, issuing three (3) City parking citations; all for vehicles parked the wrong direction.

Tuesday: Officers Coffman and Sylvester participated in Flagler County S.W.A.T Team training that was conducted at Camp Blanding; located in Jacksonville, Florida.

Tuesday: 3/12/24 @ 2:18 p.m. / Crash - With Injuries (Assist) / Colbert Avenue and State Road 100: Our Officers assisted Flagler County Deputies and the Florida Highway Patrol (FHP) with a crash in the eastbound, outside lane of SR100; just west of Colbert Lane. The crash occurred when one (1) vehicle rear-ended the other at high speed; causing non-life-threatening injuries. Officers assisted with traffic control and they cleared the scene once both involved vehicles were removed. A Trooper from the Florida Highway Patrol completed the crash investigation, and the at-fault driver was cited for Careless Driving and Driving While License Suspended. The vehicle that was stopped for a red light is a City employee, and Ms. Liz Mathis and the City Manager were both notified. The employee was admitted to Advent-Health South for observation, and photographs of the scene and a copy of the crash report were provided to Ms. Mathis.

Tuesday: Nightshift Officers conducted briefing training in reference to the critical aspects of identifying and charging Reckless Driving under Florida Law; focusing on legal definitions, penalties, and the distinction between willful disregard and negligence. The discussion underscored the importance of gathering evidence that reflects a clear indifference to safety, and reviewed defenses often used in these cases. Through case Law examples, Officers reviewed behaviors that constitute Reckless Driving, aiming to improve our proficiency in charging these offenses confidently. A PowerPoint presentation was created and will be uploaded to PowerDMS as a training for all sworn personnel. **Good Job!**

Tuesday: 3/12/24 @ 6:03 p.m. / Vehicle Fire / 2000 Block of North Central Avenue: Officers responded in reference to a motor vehicle on fire. Upon our Officers arrival, the owners of the vehicle were present, and they had safely evacuated the car prior to it fully catching on fire. Our City Fire Department responded, and they extinguished the fire without incident. Officers managed traffic on North Central Avenue and then went back in service, with no further Police action required.

Tuesday: 3/12/24 @ 8:00 p.m. / Assist Outside Agency (FCSO) / 2400 Block of North Oceanshore Boulevard: Officers responded in order to back up Flagler County Deputies on a verbal disturbance between roommates. The incident was determined to be civil in nature and no arrests were made.

Tuesday: 3/12/24 @ 11:30 p.m. / Animal Problem / 100 Block of Lantana Avenue: Officers located a loose dog running westbound on Moody Lane from Flagler Avenue. Officers were unsuccessful in capturing the dog; however, it led them to its home, where the owners took custody of their dog.

Wednesday: 3/13/24 @ 8:47 a.m. / Trespassing / 2525 Moody Boulevard (Tax Collectors Office): Officers responded in reference to a male subject causing a scene in the office. Upon arrival, contact was made with the reporting party who advised that while trying to help the subject in question, he began yelling and screaming; using profanity at the workers. The male subject was located and he was subsequently issued a Notice of Trespass. Officers also received three (3) other calls on this male subject throughout the day, but he was gone upon arrival during each occurrence. The Publix General Manager advised if the male is located in their Plaza, he wanted this subject trespassing from their property as well.

Wednesday: 3/13/24 @ 1:25 p.m. / Assist Other Agency (FCSO) / 2525 Moody Boulevard: Deputies from the Flagler County Special Investigations Unit requested assistance with the transport of a male fugitive that they'd located and arrested for a Felony arrest warrant. The subject was transported to the Flagler County Inmate Facility without incident. No further Police action required.

Wednesday: Chief Doughney and Chief Pace participated in Wellness Walk Wednesday, from 8:00 a.m. to 8:45 a.m.

Wednesday: Nightshift Officers conducted briefing training by completing a course in the online "Briefing Room", titled; "Beware of unconventional weapons". Officers watched a video on the topic and then answered questions on the subject afterwards.

Wednesday: Nightshift Officer conducted "Operation Transient", due to the appearance of some new transients in the City. Officers conducted high profile foot patrols in the core of the City, as well as foot patrols in known areas where homeless people sometimes congregate.

Wednesday: 3/13/24 @ 7:35 p.m. / Welfare Check / 3500 Block South Oceanshore Boulevard: Officers were dispatched in reference to a passerby requesting a welfare check of a homeless person pushing a shopping cart down A1A. Officers made contact with the male who was almost in Volusia County and he stated he was trying to get to Port Orange. The subject advised that he did not need any Law Enforcement assistance. No further action required.

Thursday: 3/13/24 @ 9:21 a.m. / Crash – With Injuries / North Oceanshore Boulevard at 20th Street North: Patrol Officers responded in reference to a rear end crash, involving three (3) motor vehicles. Two (2) of the involved vehicles were towed due to heavy property damage, and one (1) person was transported to Advent-Health South for minor injuries. Northbound traffic of A1A was detoured at 18th Street North for a brief period of time. A State Crash report was completed.

Thursday: Chief Doughney assisted dayshift Patrol with parking enforcement in the afternoon, issuing three (3) City parking citations.

Thursday: 3/14/24 @ 7:36 p.m. / Welfare Check / 400 Block of Henry Circle (Preserve Apartments): Officers were dispatched in reference to an overly concerned neighbor thinking that his female neighbor had consumed too many alcoholic beverages during the day. The female in question was contacted and she was intoxicated, but not to the point where she could not care for herself. The female had a sober friend staying with her, she did not meet Marchman Act criteria and her safety was not in jeopardy. No further action required.

Thursday: 3/14/24 @ 9:26 p.m. / Trespassing / 201 South Flagler Avenue (Beachside Laundromat): A male subject was causing problems at the business, and he was subsequently trespassed from the property at the owners request. No further actions required.

Thursday: Nightshift Officers conducted proactive traffic enforcement at the following location and times; 1000 block of North Oceanshore Boulevard, from 11:15 p.m. to 11:45 p.m. No violations.

Peer to Peer Support Training: The Bunnell Police Department hosted training at the Flagler County Emergency Operation Center on March 12th and March 14th. As the suicide rate amongst 1st Responders continues to remain high, the “Peer to Peer Support” training was facilitated by Staff from the University of Central Florida (UCF) “Restores” program. The Bunnell Police Department paid for the cost of the training, and Officers Guerrero and Scherr from our Department attended this very important training.

Document Examination Training: Detective Vinci attended a three (3) hour training seminar in Jacksonville, hosted by the Florida Department of Law Enforcement (FDLE). The training seminar, Document Examination, provided insight from FDLE Examiners into the complex work of forged, altered, counterfeit and or false documents and how the expertise of their Document Examination Section can assist in our investigations.

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



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

Chief's Weekly Report

From: Friday		3/15/2024		To: Thursday		3/21/2024	
Calls For Service	94	Felony Arrest	2	Reports Written		Citations Issued	43
Self-Initiated	56	Misd. Arrest	5	Comm. Policing		Warnings (Written/Verbal)	68
Traffic Stops	46	City Ordinance	2	Security Checks			

Chief's Weekly Summary

Friday: 3/14/24 @ 11:02 a.m. / Missing Adult (Recovered) / 900 Block of North Central Avenue: Patrol Officers responded in reference to a wife calling about her husband possible being missing. The reporting party advised that her husband left the house for a walk, and that he had not returned home. The husband was located a block from the house at a dune walkover. The husband was safe and unharmed, and he advised that it was so nice outside, so walked a little longer than normal. No further Police actions required.

Friday: 3/14/24 @ 11:52 a.m. / Found Property / 204 South Flagler Avenue: A Patrol Officer received two (2) silver-colored rings from our Records Clerk that were turned in by a City Employee. The rings were found in Veterans Park during the last First Friday event on March 1, 2024 and they were entered into Property & Evidence for safe keeping. A Police report completed, and a Facebook post was published in an effort to find the owner.

Friday: 3/14/24 @ 3:44 p.m. / Crash - No Injuries / 300 Block of 7th Street South: Patrol Officers responded in reference to a two (2) vehicle crash that occurred in the Library parking lot. A Toyota Tacoma was backing out of a parking spot, when the Driver accidentally hit the gas; resulting in a crash with a red Mazda SUV legally parked in a spot behind it. There were no injuries, and a State Crash report was completed.

Friday: Nightshift Officers conducted briefing training on the prevalence of Post-Traumatic Stress Disorder (PTSD) in Law Enforcement and Military personnel. The training began with an overview of PTSD, highlighting its causes, symptoms, and the fact that it affects a significant number of individuals within these professions due to the nature of their work. The training emphasized the importance of recognizing signs of PTSD in oneself and colleagues, encouraging open dialogue and eliminating the stigma associated with mental health issues. Officers Guerrero and Scherr attended PTSD "Peer-to-Peer" training last week, which sparked this training topic. **Good Job!**

Friday: 3/15/24 @ 8:51 p.m. / Commercial Alarm / 404 South Oceanshore Boulevard (Z-Wave Surf Shop): Officers responded in reference to a commercial business alarm. An employee of the Taco Shop set off the alarm at Z-Wave by parking in an area directly behind the businesses rear door. The employee's identity was verified and all doors and windows of Z-Wave were found secure. No further Police action required.

Saturday: 3/16/24 @ 1:33 a.m. / Larceny Shoplifter (Assist FCSO) / 6100 SR 100 (RaceTrac): Officers were requested to "Be On the Lookout" (BOLO) within the City limits for a motor vehicle that was involved in a grand theft at the RaceTrac Gas Station in Palm Coast. The vehicle was described as a black Mercedes with a temporary tag. Unfortunately, the vehicle was not located in our City.

Saturday: 3/16/24 @ 4:15 a.m. / Drunk Driver (Assist FCSO): Officers were requested to "Be On the Lookout" (BOLO) within the City limits for an intoxicated female driver southbound on A1A in a black Cadillac, with one (1) tail-light out. Officers were not able to locate the vehicle.

Saturday: 3/16/24 @ 8:37 p.m. / Suspicious Vehicle / 1900 Block of South Central Avenue: Officers responded in reference to an occupied dark colored SUV, towing a trailer with a lawn mower on it idling in the alleyway for fifteen (15) minutes. Officers made contact with the two (2) male occupants, who were having a conversation after finishing a lawn job. Nothing suspicious; alarm dispelled.

Saturday: 3/16/24 @ 9:30 p.m. / 911 Investigation / 2500 Block of Palm Avenue: Patrol Officers responded to a residence in reference to a 911 hang-up call. Contact was made with the resident, who confirmed that the call was accidental, as he was trying to shut off his Apple watch. No further Police action required.

Saturday: 3/16/24 @ 10:06 p.m. / Trespassing / 213 South 2nd Street #1 (Uncork'd): Officers responded to the business in reference to a transient male subject who was loitering in the business. At the direction of the business management, the subject was issued a verbal trespass warning on Axon body-worn camera, which he acknowledged. The subject moved along without further incident.

Sunday: 3/17/24 @ 3:20 p.m. / Property Found / 215 South Oceanshore Boulevard (Pier): A Patrol Officer was flagged down in reference to a found iPhone. The Officer was able to contact a subject and the owner is aware of its location; but he has an active arrest warrant. A Police report was completed.

Sunday: 3/17/24 @ 3:21 p.m. / Property Found / 204 South Flagler Avenue: A Patrol Officer responded to the Department in reference a found wallet. The Officer was not able to contact anyone about the wallet, and said wallet was placed in Property & Evidence for safekeeping. A Police report was completed.

Sunday: 3/17/24 @ 6:13 p.m. / Battery / 3600 South Central Avenue (Ocean Palm Golf Club): A Patrol Officer took a report (via phone) of a delayed Battery; which occurred on March 15th. The victim reported that the suspect, known to him and with whom he has longstanding civil issues, tripped him, shoved him, and swung at him while they were both at a fundraising event at Ocean Palm Golf Club. The victim is currently out of town, and he will return on 3.20.24. The victim intends to respond to the Department to complete a sworn statement and decide whether he wishes to pursue charges. An information report was completed; case pending follow-up on 3.20.24

Sunday: 3/17/24 @ 6:57 p.m. / Reckless Driver / 3rd Street South at South Daytona Avenue: Patrol Officers were dispatched in reference to a blue pickup truck driving recklessly; running over and destroying a mailbox, traveling the wrong direction on a one-way street, and nearly striking multiple pedestrians. Officers immediately canvassed the area, but were unable to locate the vehicle. Thanks to the assistance of Deputies from the Flagler County Sheriff's Office, our Officers continued to investigate this case for over an hour. Through investigative means, our Officers identified the vehicle involved, and positively established it was operated by the registered owner. Flagler County Deputies located the vehicle in question in Bunnell, and established their own charges when the subject fled on foot. Flagler County Deputies apprehended the subject, and transported him to the Flagler County Inmate Facility. Our Officers delivered Criminal Traffic Citations to the Inmate Facility for Reckless Driving with Property Damage, and Hit & Run with Property Damage. A State Crash report was completed. **Good Job!**

Sunday: 3/17/24 @ 7:18 p.m. / 911 Investigation / 204 South Flagler Avenue: While Officers were busy on priority call for service, Flagler County Communications received three (3) separate 911 calls from a male subject reporting that his life was in danger because his phone was missing. The subject had three (3) other cell phones in his possession, one (1) of which he was using to call 911. The subject was belligerent toward the call-taker and he had no legitimate emergency. Officers responded to the Police Department where the subject was located, and they placed him under arrest, without incident, for Misuse of 911. A Police report was completed.

Sunday: 3/17/24 @ 9:01 p.m. / Physical Disturbance / 200 Block of South 2nd Street: Officers were dispatched to this area in reference to a juvenile calling on 911 advising that he was being chased by a group of other juveniles; who then actively jumped him. Officers responded, separated the parties, and detained a juvenile suspect who had battered the other juvenile. EMS responded and evaluated the victim's injuries. The victim's mother responded, and elected to pursue charges on the suspect. The victim's mother transported the victim to receive medical attention. The juvenile suspect was placed under arrest for Child Abuse, and he was transported to the Flagler County Inmate Facility. The Department of Juvenile Justice declined to accept the juvenile, who was ultimately turned over to his father. A Police report was completed.

Monday: 3/18/24 @ 3:34 a.m. / Commercial Alarm / 501 North Oceanshore Boulevard (Golden Lion): Officers were dispatched to the business in reference to a front-door motion alarm. All doors and windows were found to be secured, and no persons were located on or near the property. No further Police action required.

Monday: 3/18/24 @ 4:56 a.m. / Found Property / 201 South Flagler Avenue (Beachside Laundromat): Officers were flagged down by the Manager of the Laundromat in reference to a phone he had found in the business several days prior. A Patrol Officer took possession of the phone and submitted into Property & Evidence for safekeeping. A Police report was completed.

Monday: 3/18/24 @ 9:01 a.m. / Crash - No Injuries / Moody Boulevard at John Anderson Highway: Officers responded in reference to a crash involving two (2) motor vehicles; with no injuries. A red Kia failed to stop at the intersection crashing into a blue Kia. The involved vehicles were both towed due to damages sustained in the crash. A State Crash report was completed.

Monday: 3/18/24 @ 11:00 a.m. / Found Property / 204 South Flagler Avenue: A Patrol Officer responded to the Department after a citizen turned over a red iPhone and a motorcycle chain that they found on South Oceanshore Boulevard. The aforementioned items were tagged into Property & Evidence for safekeeping. A Police report was completed.

Monday: Dayshift Officers conducted proactive traffic enforcement at the following location and times; 800 block of South Oceanshore Boulevard, from 12:15 p.m. to 12:40 p.m. No violations.

Monday: Nightshift Officers conducted briefing training by completing a course in the online "Briefing Room", titled; "First Amendment Auditor Rights". Officers watched a video on the topic and then held a discussion afterwards.

Monday: 3/18/24 @ 11:06 p.m. / Driving Under the Influence - Arrest / 2200 Block of Moody Boulevard: A traffic stop was conducted on a white Jeep Compass for unlawful speed. During the ensuing investigation, the Driver was found to be operating the vehicle while impaired. The Driver was taken into custody for Driving Under the Influence, without incident, and he was transported to the Flagler County Inmate Facility. A Police report was completed.

Monday: Nightshift Officers conducted traffic enforcement throughout the shift, which resulted in fourteen (14) traffic stops and one (1) arrest for Driving Under the Influence. **Good Job!**

Tuesday: Dayshift Officers conducted briefing training by completing a lesson in the online "Briefing Room", titled; "For charging purposes, what is the value of a stolen check? Officers completed the lesson, and one of the primary takeaways from the training was case law on point; People v. Rial (1914, California Court of Appeals).

Tuesday: Dayshift Officers conducted proactive traffic enforcement at the following locations and times; 2000 block of South Oceanshore Boulevard, from 8:20 a.m. to 8:55 a.m. No violations.
400 block of John Anderson Highway, from 10:00 a.m. to 10:25 a.m. One (1) stop, written warning issued.
1300 block of North Oceanshore Boulevard, from 1:00 p.m. to 1:40 p.m. No violations.

Tuesday: 3/19/24 @ 11:03 p.m. / Driving Under the Influence - Arrest / Moody Boulevard at Roberts Road: A traffic stop was conducted on a vehicle for driving without any lights on. The female Driver was found to be operating the vehicle while impaired and was taken into custody without incident. While the Officer arrived at the Flagler County Inmate Facility (FCIF), the female made statements of wanting to harm herself. The subject was then transported to Stewart Marchman in Daytona Beach, and turned over to their Staff. Stewart Marchman Staff was advised the female was under arrest that she could not be released. The female's charging/arrest affidavit was left with FCIF Staff and they were advised that Staff from Stewart Marchman would be contacting them for pickup of the female, once she was cleared to be released in their custody. A Police report was completed.

Tuesday: Nightshift Officers conducted three (3) traffic stops from License Plate Reader (LPR) alerts, which resulted in the issuance of two (2) State Traffic citations and two (2) written warnings.

Tuesday: Nightshift Officers conducted proactive traffic enforcement at the following locations and times; 2200 block of Moody Boulevard, from 7:00 p.m. to 8:00 p.m. Three (3) traffic stops, with three (3) written warnings issued. 400 block of Roberts Road, from 4:15 p.m. to 4:45 p.m. No violations.

Wednesday: Dayshift Officers conducted briefing training by watching a video from Mr. Gordon Graham, titled; "One of the most important Officer safety tactics I learned in the Police Academy - Passenger Side Approach. The squad watched the video and discussed how this approach is beneficial for Officer safety.

Wednesday: 3/20/24 @ 3:27 p.m. / Suspicious Incident / 100 Block of Oak Lane: A Patrol Officer responded in reference to a female subject that received a text message threatening her. Upon our Officers arrival, the female advised that her iPhone was stolen at a concert in Orlando, Florida, back in November of 2023; but she did not report it. Today she received a text message telling her to take the missing phone off her iCloud account. The subject received another text telling her that they will kill her and her family if she didn't do what they say. Through investigative means, it was determined that the cell phone texting her was located in the Philippines and was not a viable threat. A Police report was completed.

Wednesday: 3/20/24 @ 3:37 p.m. / Crash - No Injury / 3rd Street North and North Daytona Avenue: Officers responded in reference to a reported crash with injuries. Upon arrival, two (2) SUVs had crashed at the intersection, and no injuries were reported to the Officers. The investigation was completed, and both vehicles were towed from the scene. A State Crash report was completed.

Wednesday: Dayshift Officers conducted proactive traffic enforcement at the following locations and times; 3400 block of South Oceanshore Boulevard, from 10:02 a.m. to 10:45 a.m. No violations. 800 block of North Flagler Avenue, from 11:25 a.m. to 12:12 a.m., Two (2) traffic stops, with one (1) written and one (1) verbal warning issued.

Wednesday: Chief Doughney and Chief Pace participated in Wellness Walk Wednesday, from 8:00 a.m. to 8:45 a.m. Chief Doughney also attended the Department Head Staff meeting at City Hall with Mr. Martin from 9:00 a.m. to 9:50 a.m. Chief Doughney assisted dayshift Patrol with parking enforcement in the afternoon, issuing three (3) City parking citations.

Wednesday: Nightshift Officers conducted briefing training by completing a course in the online "Briefing Room", titled; "Can you search a vehicle located miles away from your suspect?". The primary takeaway of the training was caselaw, *People v. Alexander* (2023, California Court of Appeals). The Courts opinion was "When the Police have probable cause to believe an automobile contains contraband or evidence, they may search the automobile and the containers within it without a warrant. This exception applies to vehicles the Police stop on the highway and vehicles they find parked at the curb." "The search may be as thorough (as to location and type of container) as that which a Magistrate could authorize by warrant." . **Good topic!**

Wednesday: 3/20/24 @ 5:13 p.m. / Driving Under the Influence – Arrest / 700 Block of South Oceanshore Boulevard: Officers were dispatched in reference to a reckless driver that was travelling southbound on South Oceanshore Boulevard. Upon the vehicle in questions tag being checked via computer, it was found that the owner has a Suspended Driver's License. The vehicle was located and a traffic stop was conducted in the 700 block of South Oceanshore Boulevard. The vehicle owner was operating the motor vehicle and he appeared to be highly impaired. The Driver was taken into custody for suspicion of operating the vehicle while impaired, and a urine sample was collected for analysis; as the subjects blood alcohol content (BAC) was 0.00. A Police report was completed and the suspect was transported to the Flagler County Inmate Facility without incident. **Good Job!**

Thursday: 3/21/24 @ 8:36 a.m. / Traffic Stop - Arrest / 300 Block of North Oceanshore Boulevard: A Patrol Officer conducted a traffic stop for an unreadable license plate. Upon the Officer contacting the male Driver, he advised that his Driver's License was suspended. A check of the subjects Driver's License via teletype confirmed the suspension. The Driver was taken into custody and he was transported to the Flagler County Inmate Facility without incident. A Police report was completed.

Thursday: 3/21/24 @ 2:26 p.m. / Trespassing / 319 Moody Boulevard (Johnny D's): Officers responded to the business in reference to a female that management wanted trespassed. The female was observed leaving the area and she was contacted. The female was advised of the trespass request and she stated that she understood. A trespass warning was issued. No further Police action required.

Thursday: Chief Doughney assisted dayshift Patrol with parking enforcement in the afternoon, issuing five (5) City parking citations.

Thursday: /21/24 @ 6:47 p.m. / Driving Under the Influence - Arrest / South Oceanshore at Clubhouse Drive: Patrol Officers were dispatched in reference to a reckless driver that was failing to maintain a traffic lane; traveling into the path of oncoming motor vehicles. The vehicle in questions was located, and a traffic stop was conducted. During the ensuing investigation, the Driver was arrested for Driving Under the Influence. A search of the vehicle incident to arrest resulted in the discovery of Methamphetamine, Fentanyl, Alprazolam (Xanax), and various narcotics paraphernalia. The Driver is currently on Felony probation, and she was additionally charged with Violation of Probation for the new law violations. A Police report was completed. **Outstanding Job!**

Thursday: 3/21/24 @ 10:43 p.m. / Commercial Alarm / 215 South Oceanshore Boulevard (Funky Pelican): Patrol Officers were dispatched to Funky Pelican in reference to a kitchen door alarm. All doors and windows to the business were secured. No further Police action required.

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

Property & Evidence: During the week, our Property & Evidence Custodian (Jamie Z.) handled a variety of different assignments. The following is a synopsis of these assignments. Three (3) citizens were fingerprinted, and four (4) golf carts were inspected. Department Policies required for Accreditation were reviewed and changes were made to be in compliance with Accreditation standards.

Found Property Returned: On 3/18/24, a brown men's wallet was found by a citizen and turned in; unfortunately, the receiving Officer was unable to contact the owner, who resides in Georgia. On March 20th, Jamie was able to locate a phone number for the owner and he made contact with him. The wallets owner advised that had been visiting his grandfather, who resides in Palm Coast, but he had since returned to Georgia. The wallet was a gift from the owners grandmother who has passed away, and it had a sentimental photo inside that he was very happy to get back. The wallet was released to the grandfather at the owners request.

Found Property Returned: On 3/20/24, a locked cell phone was turned in at the front desk of the Police Department. Jamie was able to access the medical ID area of the I-Phone that contained the owners information. Jamie was able to locate a phone number for the owners spouse and he made contact with them. The owners of the phone responded to the Police Department and they were very happy to get their phone back.

Found Property Returned: On 3/21/24, a locked cell phone was turned into the front desk. Jamie was able to see the name of a person who sent a text message to the phone, but not the content. Jamie was able to locate a phone number for the sender, who resides in Alaska; and he made contact with her. The female advised the name of the owner of the phone who resides in Flagler Beach. Jamie located a phone number for the resident and made contact with him. The owner of the phone and his wife came to the front desk and retrieved their phone.

Great work all week Jamie!